



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Agenda City Council

**THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY AS
THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1
AND THE FORT BRAGG REDEVELOPMENT SUCCESSOR
AGENCY**

Monday, August 9, 2021

6:00 PM

Town Hall, 363 N. Main Street

AMENDED

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PLEASE TAKE NOTICE

This City Council meeting is presented in a hybrid format, both in-person at Town Hall and virtually via Zoom. The Governor's executive Orders N-25-20, N-29-20, and N-08-21 suspend certain requirements of the Brown Act. Some City Councilmembers and staff may choose to participate in person or by video conference.

The meeting will be live-streamed on the City's website at <https://city.fortbragg.com/> and on Channel 3. Public Comment regarding matters on the agenda may be made in person at Town Hall or by joining the Zoom video conference and using the Raise Hand feature when the Mayor or Acting Mayor calls for public comment. Any written public comments received after agenda publication will be forwarded to the Councilmembers as soon as possible after receipt and will be available for inspection at City Hall, 416 N. Franklin Street, Fort Bragg, California. All comments will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible, except those written comments that are in an unrecognized file type or too large to be uploaded to the City's agenda software application. Public comments may be submitted to City Clerk June Lemos at jlemos@fortbragg.com.

ZOOM WEBINAR INVITATION

*You are invited to a Zoom webinar.
When: Aug 9, 2021 06:00 PM Pacific Time (US and Canada)
Topic: City Council Meeting*

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/84756671033>

Or Telephone:

*Dial: US: +1 346 248 7799 or +1 720 707 2699 (*6 mute/unmute, *9 raise hand)*

Webinar ID: 847 5667 1033

TO SPEAK DURING PUBLIC COMMENT PORTIONS OF THE AGENDA VIA ZOOM, PLEASE JOIN THE MEETING AND USE THE RAISE HAND FEATURE WHEN THE MAYOR OR ACTING MAYOR CALLS FOR PUBLIC COMMENT ON THE ITEM YOU WISH TO ADDRESS.

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A. [21-357](#) Presentation of Proclamation to Mendocino Coast Clinics for "National Health Center Week" August 8 - 14, 2021, and Receive Presentation from Executive Director Lucresha Renteria Regarding Mendocino Coast Clinics

Attachments: [13-NCHW Proclamation](#)
[NHCW - 2021 FB City Council Presentation](#)

2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR & (3) CLOSED SESSION ITEMS

MANNER OF ADDRESSING THE CITY COUNCIL: All remarks and questions shall be addressed to the City Council; no discussion or action will be taken pursuant to the Brown Act. No person shall speak without being recognized by the Mayor or Acting Mayor. Public comments are restricted to three (3) minutes per speaker.

TIME ALLOTMENT FOR PUBLIC COMMENT ON NON-AGENDA ITEMS: Thirty (30) minutes shall be allotted to receiving public comments. If necessary, the Mayor or Acting Mayor may allot an additional 30 minutes to public comments after Conduct of Business to allow those who have not yet spoken to do so. Any citizen, after being recognized by the Mayor or Acting Mayor, may speak on any topic that may be a proper subject for discussion before the City Council for such period of time as the Mayor or Acting Mayor may determine is appropriate under the circumstances of the particular meeting, including number of persons wishing to speak or the complexity of a particular topic. Time limitations shall be set without regard to a speaker's point of view or the content of the speech, as long as the speaker's comments are not disruptive of the meeting.

BROWN ACT REQUIREMENTS: The Brown Act does not allow action or discussion on items not on the agenda (subject to narrow exceptions). This will limit the Council's response to questions and requests made during this comment period.

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

All items under the Consent Calendar will be acted upon in one motion unless a Councilmember requests that an individual item be taken up under Conduct of Business.

- 5A. [21-331](#) Adopt City Council Resolution Authorizing the City Manager to Execute Agreement for Foundation Repairs to the Water Treatment Plant Facility with Mathew Phelps Enterprises, Inc. DBA NorCal Foundation Support, Amount Not to Exceed \$32,471.69 (Account No. 651-6006-0731); and Approving Budget Amendment No. 2022-01 to Appropriate \$33,000.00 from the Water Enterprise Fund to Account No. 651-6006-0731

Attachments: [RESO Norcal Water Plant Foundation Contract](#)
[RESO Exhibit A](#)
[NorCal Foundation Contract](#)

- 5B.** [21-428](#) Adopt City Council Resolution Approving 2021-2024 Memorandum of Understanding with the Fort Bragg Police Association and Authorizing City Manager to Execute Same
- Attachments:** [RESO FBPA MOU Approval](#)
[FBPA MOU 2021-2024 with FBPA Signatures](#)
[FBPA MOU FY 2021-2024 Redline](#)
[Public Comment 5B](#)
- 5C.** [21-398](#) Approve Scope of Work for a Classification and Compensation Study
- Attachments:** [RFP Class & Comp Study DRAFT](#)
- 5D.** [21-415](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg
- Attachments:** [RESO Declaring Continuing Local Emergency](#)
- 5E.** [21-417](#) Adopt City Council Resolution Approving the Temporary Water Sharing Agreement Between the City of Fort Bragg and the Fort Bragg Unified School District
- Attachments:** [RESO Water Use Agreement](#)
[Temporary Water Sharing Agreement](#)
[Public Comment 5E](#)
- 5F.** [21-420](#) Approve Letter to Property Owners and Businesses located in the Central Business District
- Attachments:** [Council Letter to CBD](#)
- 5G.** [21-422](#) Adopt City Council Resolution Approving Budget Amendment 2022-04 Amending the Fiscal Year 2021-22 Budget
- Attachments:** [RESO Budget Amendment 2022-04](#)
[Exhibit A Amendment 2022-04](#)
- 5H.** [21-397](#) Receive and File Minutes of the Public Safety Committee Meeting of June 16, 2021
- Attachments:** [PSCM 2021-06-16](#)
- 5I.** [21-396](#) Receive and File Minutes of Community Development Committee Meeting of June 22, 2021
- Attachments:** [06222021 CDC Minutes](#)
- 5J.** [21-395](#) Approve Minutes of Special Closed Session of July 22, 2021
- Attachments:** [CCM2021-07-22 Closed](#)
- 5K.** [21-416](#) Approve Minutes of Special Closed Session of July 26, 2021

Attachments: [CCM2021-07-26_Closed](#)

- 5L. [21-419](#) Approve Minutes of July 26, 2021

Attachments: [CCM2021-07-26](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

When a Public Hearing has been underway for a period of 60 minutes, the Council must vote on whether to continue with the hearing or to continue the hearing to another meeting.

- 7A. [21-423](#) Open and Continue Public Hearing to Consider Upholding or Denying the Appeal of the Planning Commission's Decision to Deny Minor Use Permit Application 1-21 for a Cannabis Dispensary at 144 N. Franklin Street

- 7B. [21-402](#) Receive Report, Conduct Public Hearing, and Consider Adoption of City Council Resolution Declaring a Stage 3 Water Emergency and Implementing Stage 3 Mandatory Water Conservation Measures

Attachments: [08092021 Stage 3 Water Emergency](#)

[Att. 1 - RESO Water Emergency](#)

[Att. 2 - Noyo Flows](#)

[Att. 3 - Public Hearing Notice - Water emergency](#)

[Stage 3 Water Emergency Water Use Restrictions](#)

[Public Comment 7B](#)

- 7C. [21-354](#) Receive Report, Conduct Public Hearing, and Provide Direction Regarding Request to Connect Out-of-City Property Located at 19981 Minnesota Avenue to City Water System

Attachments: [08092021 Request for Out of City Limit Water Service](#)

[Att 1 - Water Application](#)

[Att 2 - Forrester Appeal](#)

[Att 3- Hearing Notice](#)

[Public Comment 7C](#)

- 7D. [21-405](#) Receive Report, Conduct Public Hearing, Receive Planning Commission Recommendation, and Consider Introducing by Title Only and Waiving the First Reading of Ordinance No. 970-2021 Amending Article 2 (Zoning Districts and Allowable Land Uses), Article 4 (Standards for Specific Land Uses) and Article 10 (Definitions) of Title 18 (Inland Land Use and Development Code) of the Fort Bragg Municipal Code Relating to Regulation of Formula Business

Attachments: [08092021 Formula Business Ordinance](#)
[Att. 1 - Proposed Ordinance 970-2021](#)
[Att. 2 - Planning Commission Resolution](#)
[Att. 3 - Public Hearing Notice](#)
[Att 4 - Current Inland Zoning Map](#)
[Formula Business Ordinance 08092021](#)
[Public Comment 7D](#)

8. CONDUCT OF BUSINESS

- 8A.** [21-391](#) Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022-02 and Authorizing City Manager to Execute Utility Relocation Agreement with California Department of Transportation for the Pudding Creek Water Main Relocation Project (Project WTR-00014, Amount Not to Exceed \$1,015,450.00, Account No. 651-6008-0731)

Attachments: [08092021 Pudding Creek Water Main](#)
[Att 1 RESO Agreement](#)
[Att 2 RESO Exhibit A](#)
[Att 3 - Caltrans Agreement](#)

- 8B.** [21-406](#) Receive Report and Consider Adoption of Municipal Improvement District Resolution Authorizing City Manager to Execute Contract Amendment with Synagro-WWT, Inc. for the Transportation of Biosolids to Land Application Sites or Landfill, Increasing the Amount of the Contract by \$228,500.00 (Total Contract Amount Not to Exceed \$298,500.00, Account No. 710-4712-0319)

Attachments: [08092021 Synagro Staff Report](#)
[Att. 1 RESO ID 443-2021](#)
[Att. 2 Synagro Executed Contract](#)
[Att. 3 RESO Contract Amendment](#)
[Att. 4 Synagro 1st Amd](#)

- 8C.** [21-399](#) Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment No. 2022-03 Amending Fiscal Year 2021-22 Budget for Water Emergency Equipment Purchase

Attachments: [08092021 Water Emergency Equipment Staff Report](#)
[Att. 1 Resolution](#)
[Att. 2 Exhibit A](#)
[Att. 3 Proposal Aqua Clear Media filter](#)

9. CLOSED SESSION

9A. [21-408](#) CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION: Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: One (1) Case.

9B. [21-409](#) CONFERENCE WITH REAL PROPERTY NEGOTIATORS FOR POSSIBLE ACQUISITION OF REAL PROPERTY, Pursuant to Government Code Section 54956.8: Real Property: APN 008-430-21, APN 008-430-22, APN 018-040-61, APN 018-430-22, APN 018-040-61, APN 018-120-50, APN 008-171-07, APN 008-161-08, APN 008-151-26, APN 008-161-27 and the Southern portion of former APN 008-020-15, Fort Bragg, CA 95437; City Negotiator: Tabatha Miller, City Manager; Negotiating Party: Dave Massengill, Environmental Affairs, Georgia Pacific Corporation; Under Negotiation: Terms of Acquisition, Price

ADJOURNMENT

The adjournment time for all Council meetings is no later than 10:00 p.m. If the Council is still in session at 10:00 p.m., the Council may continue the meeting upon majority vote.

**NEXT REGULAR CITY COUNCIL MEETING:
6:00 P.M., MONDAY, SEPTEMBER 13, 2021**

STATE OF CALIFORNIA)
)ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this AMENDED agenda to be posted in the City Hall notice case on August 6, 2021.

June Lemos, CMC
City Clerk

NOTICE TO THE PUBLIC:

DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:

- *Materials related to an item on this Agenda submitted to the Council/District/Agency after distribution of the agenda packet are available for public inspection upon making reasonable arrangements with the City Clerk for viewing same during normal business hours.*
- *Such documents are also available on the City of Fort Bragg’s website at <https://city.fortbragg.com> subject to staff’s ability to post the documents before the meeting.*

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

It is the policy of the City of Fort Bragg to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities.

If you need assistance to ensure your full participation, please contact the City Clerk at (707) 961-2823.

Notification 48 hours in advance of any need for assistance will enable the City to make reasonable arrangements to ensure accessibility.

This notice is in compliance with the Americans with Disabilities Act (28 CFR, 35.102-35.104 ADA Title II).



City of Fort Bragg

416 N Franklin Street
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Phone: (707) 961-2823
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Text File

File Number: 21-357

Agenda Date: 8/9/2021

Version: 1

Status: Mayor's Office

In Control: City Council

File Type: Report

Agenda Number: 1A.

Presentation of Proclamation to Mendocino Coast Clinics for "National Health Center Week" August 8 - 14, 2021, and Receive Presentation from Executive Director Lucresha Renteria Regarding Mendocino Coast Clinics

P R O C L A M A T I O N

**NATIONAL HEALTH
CENTER WEEK**

August 8-14, 2021

WHEREAS, National Health Center Week is August 8-14, 2021, and is an annual celebration with the goal of raising awareness about the mission and accomplishments of America's community health centers over the past five decades; and

WHEREAS, Mendocino Coast Clinics has served our community for nearly 30 years; and

WHEREAS, Mendocino Coast Clinics employs more than 120 staff to care for our community; and

WHEREAS, Mendocino Coast Clinics staff have served selflessly on the front lines of the coronavirus pandemic for more than a year, caring for patients, saving lives and protecting our community through vaccinations; and

WHEREAS, Mendocino Coast Clinics has grown over the years to better serve our community, and now offers primary care, dental, behavioral health, pediatrics, reproductive health, whole person care, and many more services; and

WHEREAS, Mendocino Coast Clinics provides significant economic support to our community, with an annual payroll of over \$12 million per year; through the purchases of supplies and services; by attracting revenues to the community through patients, providers and staff; and by supporting local organizations and activities within our community; and

WHEREAS, the dedicated staff at Mendocino Coast Clinics deserve regard and deep appreciation for caring for our community.

NOW, THEREFORE, I, Bernie Norvell, Mayor of the City of Fort Bragg, do hereby proclaim the week of August 8-14, 2021, as National Health Center Week, and express my great appreciation for all the individuals, facilities, and technologies that make healthcare possible at Mendocino Coast Clinics,

SIGNED this 9th day of August, 2021

BERNIE NORVELL, Mayor

ATTEST:

June Lemos, CMC, City Clerk

No. 13-2021



Mendocino Coast Clinics
CELEBRATES

National Health Center Week

August 8 - 14, 2021

**Community Health Centers: The Chemistry for Strong
Communities**



NATIONAL ASSOCIATION OF
Community Health Centers

www.mccinc.org

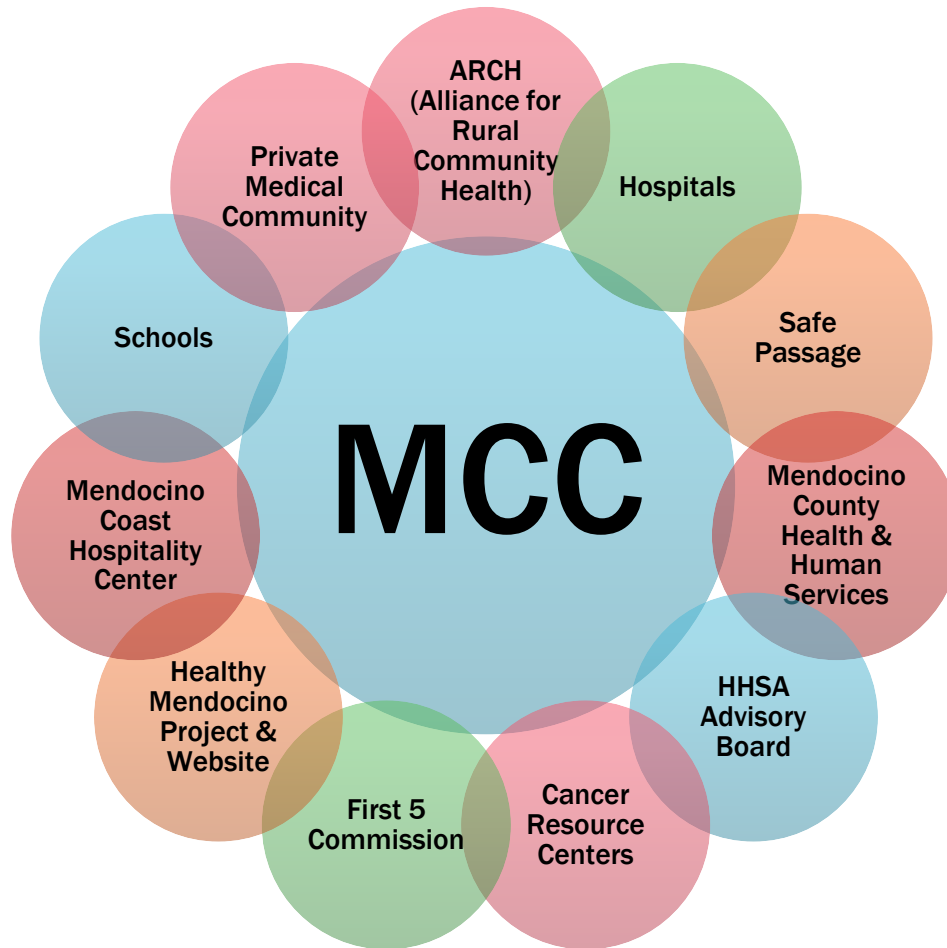
MENDOCINO COAST CLINICS

- MCC's mission is *to build a healthy community by providing quality patient-centered health care to all coastal residents*
- Non profit organization
- Governed by a 9 member Board of Directors composed of community members, majority must be patients of health center
- While services are open to everyone, MCC offers sliding scale fee discounts based on family size, income and compared to current Federal Poverty Level guidelines

OUR SERVICE AREA



OUR LOCAL COMMUNITY CONNECTIONS



WHO WE SERVE

Calendar Year 2020

Community Health Center	Total Patients	Total Encounters
Mendocino Coast Clinics	8,822	41,155

**Mendocino County Population:
86,801⁺**

**Population Served by MCC:
19,895**

**Population in Service Area
Served by MCC:
44%**

⁺Source: HealthyMendocino.org

SERVICES WE PROVIDE

- Preventive and Primary Medical
- Preventive and Restorative Dental
- Perinatal – prenatal, postnatal, and reproductive health
- Pediatrics
- Behavioral Health
- Blue Door (Teen Clinic)
- Podiatry
- Street Medicine
- Open Door (For LGBTQ+ Patients)
- Chiropractic
- Acupuncture
- Application assistance for healthcare programs, Medicare Part D

ECONOMIC CATALYST

MCC:

- Employs more than **120** people, contributing jobs and revenue to our communities
- Brings **\$1.7** million in federal grant dollars
- Current budget is **\$13** million

Local Business Resources MCC Patronizes:

- Grocery Stores
- Newspapers and Radio Stations
 - Landscaping
- Restaurants & Small Food Vendors
 - Stationery
 - Copy Services & Printing
 - Shredding Services
 - Hospital

LOCAL PROJECTS

Keepin' It Rural



Collaboration with two Northern California health consortia to call attention to rural issues and influence health care policies and funding decisions



Recognition of Patient Centered Health Home Level 3



Street Medicine, serving our homeless population



Major provider of behavioral health services in Mendocino County



Patient Portal



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-331

Agenda Date: 8/9/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5A.

Adopt City Council Resolution Authorizing the City Manager to Execute Agreement for Foundation Repairs to the Water Treatment Plant Facility with Mathew Phelps Enterprises, Inc. DBA NorCal Foundation Support, Amount Not to Exceed \$32,471.69 (Account No. 651-6006-0731); and Approving Budget Amendment No. 2022-01 to Appropriate \$33,000.00 from the Water Enterprise Fund to Account No. 651-6006-0731

Staff obtained a proposal from NorCal Foundation Support for the stabilization, repairs and retrofitting of the City's Water Treatment Plant Facility. NorCal Foundation Support will provide the necessary labor, materials and equipment and site supervision required to install a Push Piers/PolyLEVEL support system. The total cost of the project should not exceed \$32,471.69. Budget Amendment 2022-01 amending the FY 2021-22 budget to cover these costs is enclosed.

RESOLUTION NO. ____ - 2021

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING A CONTRACT WITH MATHEW PHELPS ENTERPRISES, INC. DBA NORCAL FOUNDATION SUPPORT FOR WATER TREATMENT PLANT FOUNDATION REPAIR AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$32,471.69; ACCOUNT NO. 651-6006-0731); AND APPROVING BUDGET AMENDMENT NO. 2022-01 TO APPROPRIATE \$33,000.00 FROM THE WATER CAPITAL RESERVE FUND (615) TO ACCOUNT NO. 651-6006-0731

WHEREAS, the Water Treatment Plant requires foundation repairs (“the Project”), as the current system is in need of structural foundation stabilization; and

WHEREAS, three (3) informal quotes were received, with the apparent responsive bid coming from NorCal Foundation Support in an amount Not to Exceed \$32,471.69; and

WHEREAS, staff has confirmed that NorCal Foundation Support has the proper license, experience and meets the necessary requirements to complete the Project; and

WHEREAS, the Services are funded by the CIP - Water Enterprise Capital Reserve Fund for the Stabilization of the Water Treatment Plant, with appropriations made by Budget Amendment 2022-01, to Account No. 651-6006-0731; and

WHEREAS, based on all the evidence presented, the City Council finds as follows:

1. The NorCal Foundation Support proposal, as a determined provider, meets the requirements of the Project and is considered responsive.
2. Sufficient funds are available through the appropriations made in the Capital Assets Fund for the labor, materials, and equipment of the Water Treatment Plant’s foundation stabilization including the required engineering plans to complete the project.
3. NorCal Foundation Support has the proper licenses to complete the Project and based upon previous experience in completing similar projects, is a responsible bidder.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby accept the bid of Mathew Phelps Enterprises, Inc. DBA NorCal Foundation Support as a responsive bid, awarding the contract for the Water Treatment Plant’s Foundation Stabilization to NorCal Foundation Support and authorizes the City Manager to execute the same (Amount Not to Exceed \$32,471.69; Account No. 651-6006-0731).

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby approve Budget Amendment No. 2022-01 amending the FY 2021/22 Budget to appropriate funds in the amount of \$33,000.00 from the Water Enterprise Capital Reserve Fund - 615 to Account No. 651-6006-0731.

The above and foregoing Resolution was introduced by Councilmember ____, seconded by Councilmember ____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9th day of August, 2021, by the following vote:

**AYES:
NOES:
ABSENT:**

**ABSTAIN:
RECUSED:**

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk



CITY OF FORT BRAGG
416 N. Franklin Street Fort Bragg, CA 95437

CONSTRUCTION SERVICES AGREEMENT
FOR PROJECTS \$5,000-\$45,000
INFORMAL BIDS

**PROJECT: INSTALLATION OF PUSH PIERS/POLYLEVEL
FOUNDATION SYSTEM FOR WATER TREATMENT PLANT FACILITY**

DATE: August 10, 2021

1. IDENTIFICATION OF CONTRACTOR.

MATHEW PHELPS ENTERPRISES, INC. dba
NORCAL FOUNDATION SUPPORT
Mathew Phelps, President/CEO
320 Campus Lane
Fairfield, CA 94534

LICENSE NO: 1037019

DIR REGISTRATION NO: 1000057189

2. SCOPE OF WORK. Contractor is to perform the work as set forth in the Scope of Work attached as **Exhibit A** (the "Work"), the terms of which are incorporated herein except to the extent they are inconsistent with the terms of this Agreement.

3. COMPENSATION FOR WORK. Contractor's total compensation for the Work performed under this Agreement is **Thirty-two Thousand Four Hundred Seventy-one Dollars and Sixty-nine Cents (\$32,471.69)**, to be paid as **(check one)** (1) lump sum; (2) lump sum with progress payments; (3) per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of _____. All payments (check one): shall shall not be subject to a five percent (5%) retention.

4. SCHEDULE OF PERFORMANCE FOR THE WORK. Contractor shall commence the Work upon notification from the City to proceed. The Work will be completed by **December 31, 2021**.

4.01 Liquidated Damage Amounts.

As liquidated damages for delay Contractor shall pay City Two Hundred Fifty dollars (\$250.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

As liquidated damages for delay Contractor shall pay City Two Hundred Fifty dollars (\$250.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

Contractor and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by City because of a delay in completion of all or any part of the Work. Contractor and City agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by City, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by City as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages

suffered by others who then seek to recover their damages from City (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. City may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

- 5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments. Contractor has read, negotiated and expressly accepts all terms on the attached.
 - A. Exhibit A – Scope of Work and Price
 - B. Exhibit B – General Terms and Conditions
 - C. Exhibit C – Insurance
 - D. Exhibit D – Claims Procedure
 - E. Exhibit E – Construction Performance Bond
 - F. Exhibit F – Construction Labor and Materials Payment Bond
- 5.02 Changes made to printed Terms and Conditions on this Agreement are null and void unless approved in writing by City's counsel and the undersigned representative of the City of Fort Bragg. Any subsequent modifications to this Agreement must be approved in writing by all parties.
- 5.03 Contractor will send invoices to **City of Fort Bragg, 416 N. Franklin Street Fort Bragg, CA 95437, Attention: John Smith, Public Works Director**, immediately upon performance of Work agreed to herein.

CONTRACTOR: NorCal Foundation Support

CITY: City of Fort Bragg



Signature

Signature

Mathew Phelps, President/CEO

Print Name & Title

Tabatha Miller, City Manager

Print Name & Title

8-4-21

Date

Date



NORCAL FOUNDATION SUPPORT

NorCal Foundation Support - Lic# 1037019
 DBA of Mathew Phelps Enterprises, Inc.
 320 Campus Lane Fairfield, CA 94534
 Contact: Ray Anderson
 Cell:530.403.8275
 Phone: 925-521-8151 Fax:503-200-8872
 www.NorcalFoundationSupport.com

SUBMITTED TO:

City of Fort Bragg
 416 N. Franklin St
 Fort Bragg, CA 95437

Sandy Arellano
 Phone: 707-961-2823 Ext.131
 Email: sarellano@fortbragg.com

BID SUMMARY

Project Name: Fort Bragg WTP
Project Location: 31301 ECedar St Fort Bragg, CA 95437
Bid Date: June 04, 2021

BID AMOUNT \$32,471.69

SCOPE OF WORK

This bid submittal includes all labor, materials, equipment and site supervision required to install Push Piers/PolyLEVEL as specified for the above referenced project. Proposal is based on Site Visit By Ray Anderson

PRODUCTS

(6) PP288 Push Piers (Galvanized)

- (6) Low-Profile Underpinning Bracket w/ 30" Sleeve
- (6) PP288 4' Starter Tube
- (36) PP288 3' Pier Tube

PolyLEVEL

(400) Pounds of PL400H - PolyLEVEL two-part high density (4lb) hydro-insensitive polyurethane foam system

INSTALLATION

PP288 Push Piers (Galvanized)

- Excavate to bottom of foundation, clean and prepare footing, install retrofit foundation bracket.
- Hydraulically drive pier sections to an approximate depth of 20 feet, or load bearing strata. Install each pile to the specified design load needed to stabilize/lift the structure.
- Lock the pier system in place and backfill previously excavated soils. Leave the area "landscape ready" (final landscaping to be completed by others).
- Monitor and document installation pressures for each pier and provide data to the client.

PolyLEVEL

- Layout and mark injection locations, drill 5/8" holes through slab and install injection ports.
- Inject PolyLEVEL material at rates necessary to fill voids, stabilize and lift slabs as necessary.
- Remove injection ports and fill access holes with suitable grout material, and clean up work area.
- Monitor slab movement during installation to ensure slab stabilization and accurate lifting.
- A production schedule of approximately 1 day(s). However, unforeseen conditions such as inclement weather, site access issues, acts of God, etc, may affect the project schedule.



NORCAL
FOUNDATION
SUPPORT

NorCal Foundation Support - Lic# 1037019
DBA of Mathew Phelps Enterprises, Inc.
320 Campus Lane Fairfield, CA 94534
Contact: Ray Anderson
Cell:530.403.8275
Phone: 925-521-8151 Fax:503-200-8872
www.NorcalFoundationSupport.com

SUBMITTED TO:

City of Fort Bragg
416 N. Franklin St
Fort Bragg, CA 95437

Sandy Arellano
Phone: 707-961-2823 Ext.131
Email: sarellano@fortbragg.com

BID SUMMARY

Project Name: Fort Bragg WTP
Project Location: 31301 ECedar St Fort Bragg, CA 95437
Bid Date: June 04, 2021

BID AMOUNT
\$32,471.69

QUALIFICATIONS

PP288 Push Piers (Galvanized)

- An additional charge of \$55 per foot will be added if piers must be installed to a depth more than (10 feet) in order to reach the design load.
- If any piers are needed beyond what is stated in this proposal or shown on the drawings, an additional charge of \$3,500.00 will be added per pier, for a depth up to 20 feet. Additional piers will only be installed following client approval.
- Nor Cal Foundation Support assumes normal construction and concrete thickness for purpose of this contract and that such construction meets standard municipal building codes. If the existing construction and/or concrete are not of normal construction, previously repaired, and/or does not meet the standard municipal building codes; or if the previous underpins/piers, and/or inadvertent rock, or fill debris are encountered, an additional charge will be required to prepare the affected area for proper installation. Thrasher is not responsible for defects in original building materials or materials not installed by Thrasher. Customer(s) agree to pay such an additional charge pursuant to this contact if the above described events are encountered.

PolyLEVEL

- A pumping unit capable of injecting high density polyurethane material beneath the slab will be utilized. The pumping unit will be capable of controlling the rate of flow of material as required to lift the slabs in a gradual and controlled manner.
- The pumping unit will be equipped with a stroke counter that determines pounds of material used.
- Installations will be completed during acceptable hours (7:00am-5:00pm) as specified. Alternative hours available at an additional cost.
- A portable dynamic cone penetrometer conforming to ASTM D6951 will be available to provide on-site soils testing to ensure stability of the pavement structures.
- The General Contractor/Owner is responsible for providing necessary lighting for proper installation.
- If additional material is needed beyond what is stated in this proposal (400 lbs), an additional charge of \$15.00 will be added per pound of material used. Additional material will only be installed following client approval.
- Proposal is based upon a site inspection without extensive information or knowledge of original construction or previous repairs. At times we encounter various obstacles or attempted repairs that impede our progress. These repairs may or may not be known to the Owner. We will do what is necessary to avoid such obstacles, however, if extra work involving additional manpower or trades are required, we will contact the Owner immediately to discuss how the work shall progress.
- Due to the nature of the work, we can not guarantee a perfect lift, however we will lift as close as possible to the desired lift height/benchmark. Additional measures could be taken to help lift, but would be at an additional cost to the client.



NORCAL FOUNDATION SUPPORT

NorCal Foundation Support - Lic# 1037019
 DBA of Mathew Phelps Enterprises, Inc.
 320 Campus Lane Fairfield, CA 94534
 Contact: Ray Anderson
 Cell:530.403.8275
 Phone: 925-521-8151 Fax:503-200-8872
 www.NorcalFoundationSupport.com

SUBMITTED TO:

City of Fort Bragg
 416 N. Franklin St
 Fort Bragg, CA 95437

Sandy Arellano
 Phone: 707-961-2823 Ext.131
 Email: sarellano@fortbragg.com

BID SUMMARY

Project Name: Fort Bragg WTP
Project Location: 31301 ECedar St Fort Bragg, CA 95437
Bid Date: June 04, 2021

BID AMOUNT
\$32,471.69

QUALIFICATIONS

Other Qualifications

- The general contractor is responsible for providing proper access for NorCal Foundation Support - Lic# 1037019 DBA of Mathew Phelps Enterprises, Inc.'s installation equipment.
- If NorCal Foundation Support - Lic# 1037019 DBA of Mathew Phelps Enterprises, Inc. should encounter impassible unforeseen obstructions during pier installation, we will contact the owner to discuss the best alternative installation procedure. Core drilling or pier relocation are typical options.
- If pre-drilling is required, an additional cost of \$1,500.00 will be charged per Push Pier/PolyLEVEL.
- NorCal Foundation Support - Lic# 1037019 DBA of Mathew Phelps Enterprises, Inc. acknowledges the receipt of addendum ____.
- This bid includes 1 mobilization to the work site. Additional mobilizations will cost an additional \$750 per trip.
- Due to the lack of proper soil information, NorCal Foundation Support - Lic# 1037019 DBA of Mathew Phelps Enterprises, Inc. reserves the right to change the pile configuration and associated costs based upon actual site conditions in order to achieve the required pile capacities.
- Stamped engineered drawings not included. If Stamped/Engineered drawings are required, they would be at an additional cost.
- Background checks would result in an additional charge.
- Lead time for crew & product is three weeks after signed contract and approved drawings
- If test pile is needed please add \$3,000 to proposal.
- Proposal is valid for thirty (30) days.
- Payment as follows: Deposit \$1000 60% start of project on materials being delivered to site 30% after all piers installed 10% upon final inspection
- Price subject to change upon final engineer's recommendations.

EXCLUSIONS

- Damage to underground utilities or mechanical and electrical ductwork/conduits.
- Marking of proposed pile locations and establishing a benchmark for top of pile elevations.
- Purchase, placement, and compaction of fill soils.
- Lighting necessary to provide crew visibility during installation.
- Additional insurance coverage beyond NorCal Foundation Support's standard coverage.
- Additional bonding, if required.
- Structural or cosmetic damages due to the installation process.
- Providing traffic control services (if applicable).

NorCal Foundation Support - Lic# 1037019
 DBA of Mathew Phelps Enterprises, Inc.

SIGNATURE: _____

DATE: _____

Acceptance of Proposal - The prices proposed, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. We jointly and severally agree to pay you upon completion of the job, and will further pay your sevice charge of 1-1/3% per month (16% annum) if our account is 30 or more days past due, and your attorney's fees and costs to collect or enforce this contract. **My signature indicates that I accept the terms of this Proposal.

SIGNATURE: _____

DATE: _____

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. TERMS OF PERFORMANCE

- 1.01 Force and Effect.** This Agreement shall control over all inconsistent provisions in any proposal. The provisions of this Agreement (and any attachments) constitute the entire agreement between the Contractor and City regarding the Work described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this Agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall govern the Work described herein (whenever performed), and shall supersede all other prior Agreements between Contractor and City with respect to the Work described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of City and Contractor. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.
- 1.02 No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of City and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.
- 1.03 Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by City, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of this Agreement. Contractor shall not contract any portion of the Work or otherwise assign this Agreement without prior written approval of City. (Contractor shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) The Contractor shall permit City (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any City representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. City shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of this Agreement.

2. LEGAL AND MISCELLANEOUS

- 2.01 Business License and Other Licenses/Permits.** Before the City will issue a notice to proceed with the Services, Contractor and any subcontractors must acquire, at their expense, a business license from City in accordance with Chapter 5.04 of the Fort Bragg Municipal Code. Such licenses must be kept valid throughout the Agreement term. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
- 2.02 Records and Payment Requests.** Contractor shall submit all billings to City with all necessary invoices or other appropriate evidence of proper performance. Contractor shall permit City to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred to City by this section. Such rights shall be specifically enforceable.
- 2.03 Independent Contractor.** Contractor is an independent Contractor and does not act as City's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that City provides to City employees, including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Contractor's provision of Work, not the means, methods, or scheduling of the Contractor's work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under this Agreement. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as City's responsibility.
- 2.04 Indemnity/Liability.** Contractor shall defend (with counsel reasonably acceptable to City), indemnify and save harmless, to the fullest extent permitted by law, the City and all of its officers, directors, representatives, and employees, against all loss, cost, damage expense and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing

this Agreement. Notwithstanding any provision of this Agreement, City shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement or the Work. City's rights and remedies, whether under this Agreement or other applicable law, shall be cumulative and not subject to limitation.

- 2.05 Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all requirements of this Agreement, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to City for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the City's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.
- 2.06 Compliance with Laws; Conflict of Interests; Confidentiality.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this Agreement to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Any information, whether proprietary or not, made known to or discovered by Contractor during the performance of or in connection with this Agreement, will be kept confidential and not be disclosed to any other person (except as necessary to perform the Work). Contractor will immediately notify City in writing if it is requested to disclose any such information. These confidentiality provisions and limitations shall remain fully effective indefinitely after completion of the Work or termination of this Agreement.
- 2.07 Labor Compliance Monitoring and Enforcement.** The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code Section 1771.4. Contractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, in the following manner: 1) at least monthly; or 2) in a format prescribed by the Labor Commissioner. [Does not apply to projects of \$1000 or less, see Lab. Code 1771.]
- 2.08 Job Site Notices.** Contractor shall post job site notices as prescribed by regulation.
- 2.09 Contractor Registration Program.** Contractor acknowledges that it shall at all times remain registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- 2.10 Termination; Suspension; Disputes.** City may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as City may determine in its sole discretion. City will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. City will compensate Contractor for extra costs resulting from such directives only to the extent that City issues such directives for its convenience and not due to Contractor's fault (but City shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for City's convenience.) Contractor shall continue its work throughout the course of any dispute, and Contractor's failure to continue work during a dispute shall be a material breach of this Agreement. All claims by Contractor against City shall be submitted in writing to City, and shall be governed by Public Contract Code Sections 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days.
- 2.11 Execution; Venue; Limitations.** This Agreement shall be deemed to have been executed in the City of Fort Bragg, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Fort Bragg, California. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
- 2.12 Employee Wages; Records; Apprentices.** Contractor shall pay prevailing wages to its employees on any Agreement in excess of \$1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file

at City's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate payroll records of employees working in relation to this Agreement, and certify these records upon request, pursuant to Labor Code Section 1776. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to this Agreement. If this contract exceeds \$2,000.00 (two thousand dollars) and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

- 2.13 Mandatory Contractor and Subcontractor Registration.** Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- 2.14 Worker's Compensation.** Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of this Agreement.
- 2.15 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.**
- A. If Contract Sum under the Agreement exceeds (or is expected to exceed) \$25,000, Contractor shall provide a construction performance bond in form attached hereto as Exhibit E – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Exhibit F – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).
 - B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).
- 2.16 Earthwork and Underground Facilities.** If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify City in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and City (or a registered civil or structural engineer employed by City) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between City and Contractor, City will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.
- 2.17 Skilled and Trained Workforce.** Contractor acknowledges and agrees that it shall comply with the requirements of California Public Contracts Code sections 2600 et seq., in its entirety and, in particular, those sections related to Skilled and Trained Workforce. By its execution of this agreement Contractor certifies and warrants that it is aware of the requirement of California Public Contracts Code section 2600 et seq. and its requirements as to a Skilled and Trained Workforce.

EXHIBIT C

INSURANCE

1. Commercial General Liability Insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **\$4,000,000** general aggregate and **\$2,000,000** each occurrence, subject to a deductible of not more than **\$1,000** payable by Contractor.
2. Business Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **\$1,000** payable by Contractor.
3. Workers’ Compensation Employers’ Liability limits not less than **\$1,000,000** each accident, **\$1,000,000** per disease and **\$1,000,000** aggregate. Contractor’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation against the City of Fort Bragg, its officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. [Section Removed.]
5. [Section Removed.]
6. Insurance policies shall contain an endorsement containing the following terms:
 - 6.01 The City of Fort Bragg, its officers, directors, officials, agents, employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
 - 6.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.
 - 6.03 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.
7. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation.
8. All policies of insurance shall be placed with insurers acceptable to City. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers’ compensation) must have an A. M. Best Company rating of **A-,VII** or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of City, warrant such increase. Contractor shall increase required insurance amounts upon direction by City.

EXHIBIT D

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

EXHIBIT E

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **City of Fort Bragg**, a municipal corporation of the State of California (**City**) has awarded to **Mathew Phelps Enterprises, Inc. dba NorCal Foundation Support** as Principal (**Principal**), a Project Agreement dated the 10th day of August, 2021 (**Agreement**), titled **Installation of Push Piers/PolyLevel Foundation System for Water Treatment Plant Facility**, in the amount of **Thirty-two Thousand Four Hundred Seventy-one Dollars and Sixty-nine Cents (\$32,471.69)**, which Agreement is by this reference made a part hereof, for the work described as follows:
(Describe Agreement Work): Labor, materials, equipment, site supervision and installation of a Push Piers/PolyLevel Foundation system for the Water Treatment Plant Facility.
2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto City in the sum of 100% OF THE CONTRACT SUM (**\$32,471.69**) to be paid to City or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by City, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by City, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless City as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
6. Whenever Principal shall be and declared by City in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
 - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to City, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - 6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by City of the lowest responsible bidder, reasonably acceptable to City, arrange for a contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by City to the Principal under the Agreement and any amendments thereto, less the amount City paid to Principal.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing City's rights against the others. Surety may not use Contractor to complete the Agreement absent City's written consent.
8. No right of action shall accrue on this bond to or for the use of any person or corporation other than City or its successors or assigns.
9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.

10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2021.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

EXHIBIT F

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **City of Fort Bragg**, a municipal corporation of the State of California (**City**) has awarded to **Mathew Phelps Enterprises, Inc. dba NorCal Foundation Support** as Principal (**Principal**), a Project Agreement dated the 10th day of August, 2021 (**Agreement**), titled **Installation of Push Piers/PolyLevel Foundation System for Water Treatment Plant Facility** in the amount of **Thirty-two Thousand Four Hundred Seventy-one Dollars and Sixty-nine Cents (\$32,471.69)**, which Agreement is by this reference made a part hereof, for the work described as follows:
(Describe Agreement Work): Labor, materials, equipment, site supervision and installation of a Push Piers/PolyLevel Foundation system for the Water Treatment Plant Facility.
2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, are held and firmly bound unto City in the sum of **100% OF THE CONTRACT SUM (\$32,471.69)**, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by City, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing City's rights against the other.
8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2021.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Street Address

City, State, Zip Code

Title

Street Address

City, State, Zip Code



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-428

Agenda Date: 8/9/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5B.

Adopt City Council Resolution Approving 2021-2024 Memorandum of Understanding with the Fort Bragg Police Association and Authorizing City Manager to Execute Same

RESOLUTION NO. ____-2021

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING THE 2021-2024 MEMORANDUM OF UNDERSTANDING WITH THE FORT BRAGG POLICE ASSOCIATION AND AUTHORIZING CITY MANAGER TO EXECUTE SAME

WHEREAS, the City of Fort Bragg (City) and the Fort Bragg Police Association (FBPA) commenced negotiations on May 14, 2021 for a new three-year Memorandum of Understanding (MOU); and

WHEREAS, during the process of negotiations, both parties presented proposals, which were discussed, countered, agreed to and/or withdrawn from the table; and

WHEREAS, on July 13, 2021, the FBPA requested the City's Best, Last and Final Offer; and

WHEREAS, on July 26, 2021, the City presented the FBPA with the Best, Last and Final Offer; and

WHEREAS, on July 30, 2021, the FBPA voted and approved the City's Best, Last and Final Offer; and

WHEREAS, the Best, Last and Final Offer has been incorporated into the MOU; and

WHEREAS, the new MOU is complete and ready for signatures (see MOU attached hereto and incorporated by reference); and

WHEREAS, based on all of the evidence presented, the City Council finds as follows:

1. The City and the Fort Bragg Police Association have undertaken to bargain in good faith and have reached a consensus on an agreement that has been reviewed by both parties and has been accepted and is now presented for adoption.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the 2021-2024 Memorandum of Understanding with the Fort Bragg Police Association and authorizes the City Manager to execute same.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9th day of August, 2021, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

RECUSE:

BERNIE NORVELL,
Mayor

ATTEST:

June Lemos, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FORT BRAGG AND
THE FORT BRAGG POLICE ASSOCIATION
EFFECTIVE AUGUST 29, 2021
THROUGH
JUNE 30, 2024



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ARTICLE 1—PREAMBLE

1. This Agreement is entered into pursuant to the Meyers-Millias-Brown Act (California Government Code Section 3500 et seq.) and applicable ordinances and resolutions of the City of Fort Bragg between the City of Fort Bragg and the Fort Bragg Police Association, Inc. ("FBPA"). As a result of meet and confer sessions, the City and FBPA have agreed to the following understandings:
2. The City and the FBPA agree that the term of this Memorandum of Understanding shall commence on August 29, 2021, and expire on June 30, 2024.
3. This Agreement may be extended with the approval of both the City and FBPA. This Agreement shall expire immediately upon its replacement by a subsequent Agreement, or upon written declaration and notification by either the City or the FBPA to the other party that the negotiation process has reached Impasse.
4. The FBPA is recognized as the sole bargaining organization for all non-management and non-confidential employees of the Fort Bragg Police Department. Recognition was approved by the Fort Bragg City Council on May 12, 1980. The parties agree that the class of Administrative Supervisor within the Police Department is a "confidential" position and not represented by FBPA.
5. If any article or section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the City and the FBPA agree to meet within thirty (30) days for the purpose of renegotiating said article or section.
6. Any conflict between any section or part of this Agreement and any City or departmental rule, regulation, resolution, procedure or practice, existing as of the date of this Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement.
7. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein.
8. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matters within the scope of meeting and conferring during the period of the term of the Agreement, except regarding the interpretation of this Agreement.
9. It is recognized that the Employer-Employee Organization Relations Procedure adopted by Resolution No. 1868-91 on November 12, 1991, is the governing document as to the procedures for meeting and conferring in good faith with recognized employee

organizations regarding matters that involve the wages, hours, and other terms and conditions of employment.

10. All benefits granted to the FBPA and the Police Department, and each of its members and employees, pursuant to voter approved Initiative Measure D, City Ordinance 672, as adopted on November 4, 1986, are hereby incorporated in full in this agreement. Neither this agreement, nor any of its terms, shall in any way revoke, suspend or terminate the benefits granted by Measure D, Ordinance 672.

ARTICLE 2—DEFINITIONS

1. "Agreement" means the document referenced in Section 3505.1 of the Government Code. It shall be synonymous with the term "Memorandum of Understanding."
2. "FBPA" means the Fort Bragg Police Association, Inc.
3. "Bargaining Unit" shall include all non-management and non-confidential employees of the Fort Bragg Police Department.
4. "Benefit" is a service or compensation other than salary as provided for within this Memorandum of Understanding.
5. "Call Back" is when an employee is called back to work during his/her scheduled off duty hours, not contiguous to his/her shift.
6. "Call In" is when an employee is called in early to work, contiguous to his/her shift.
7. "City" means the City of Fort Bragg.
8. "Classification" means an authorized employee position for which a written position classification description exists and for which the City has provided funding.
9. "Department" means the Fort Bragg Police Department.
10. "Hold Over" is when an employee's shift is extended beyond the normal on-duty time, contiguous with his/her shift.
11. "Relief" shift is any shift worked outside of an employee's regularly assigned hours or days of duty, as determined during the shift rotation and shift selection process. A relief shift is further defined in Article 5, Section 3 below.
12. "Lateral New-Hire" is an experienced sworn officer who is hired or re-hired by the City with a minimum of eighteen (18) months of experience as a sworn safety officer with a minimum of a Basic POST certificate.
13. "Personnel Rules and Regulations" means the City of Fort Bragg Personnel Rules and Regulations.

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14. "Police Employee" shall include all regular, non-management, non-confidential police employees, including all employees in the following classifications, and any newly created regular, non-management, non-confidential classifications:
 - a. Community Services Officer
 - b. Police Recruit
 - c. Police Officer
 - d. Police Sergeant
 15. "Police Management and/or Confidential Employee" shall include all regular, police management and police department confidential employees, including all employees in the following classifications, and any newly created management and/or confidential classifications:
 - a. Police Captain
 - b. Chief of Police
 16. "Sworn Employee" is any non-management member of the Fort Bragg Police Department who is a designated Public Safety Employee by law or City designation, and for whom the City contributes towards a PERS Safety Retirement.
 17. "Non-Sworn Employee" is any non-confidential member of the Fort Bragg Police Department who is not a designated Public Safety Employee by law or City designation, and for whom the City contributes towards a PERS Miscellaneous Retirement.
 18. "Salary" is the regular hourly or monthly monetary compensation as shown in the salary schedule attached hereto as Appendix A, and/or any salary schedule revision caused by action of the City in response to Ordinance 672.

ARTICLE 3—MANAGEMENT RIGHTS

In order to ensure that the City shall continue to carry out its public safety functions, programs and responsibilities to the public imposed by the law, and to maintain efficient public safety service for the citizens of Fort Bragg, the City continues to reserve and retain solely and exclusively all management rights, regardless of whether they have been exercised in the past, including those rights and responsibilities set forth by law and those City rights set forth in the Fort Bragg Personnel Rules and Regulations. No portion of this Management Rights Article shall be construed to obligate the City in any way. The rights, powers and authorities of the City include, but are not limited to the following:

1. To manage the Police Department and determine its mission, policies and procedures and the right to manage the affairs of the Department.
2. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City and to expand or diminish police services.

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3. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, reassign, discipline, discharge, terminate, demote, reduce, suspend, layoff, reprimand, withhold salary increases and benefits for disciplinary or non-disciplinary reasons, or otherwise take action in accordance with Department or City Personnel Rules and Regulations.
 4. To determine the nature, manner, means, extent, type, time, quantity, standard and level of police services to be provided to the public.
 5. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
 6. To lay off employees of the Police Department because of lack of work or funds or under conditions where continued work would be inefficient or ineffective.
 7. To determine and/or change the police facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which the City police operations are to be conducted.
 8. To determine method of financing.
 9. To plan, determine and manage the Department's budget which includes, but is not limited to, the right to contract or subcontract any work or operations of the Police Department.
 10. To communicate fully and openly with its employees on any subject at any time orally or in writing, both at work or through electronic mail and/or the U.S. Mail.
 11. To determine the size and composition of the Police Department work force, assign work to employees of the Police Department in accordance with requirements determined by the Police Department and to establish and require compliance to work hours, work schedules, including callback, standby and overtime, and assignments.
 12. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, and require compliance therewith. This is not intended to mean the City will establish ticket quotas.
 13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, job specifications, and to reallocate and reclassify employees in accordance with Personnel Rules and Regulations.
 14. To determine the issue of public policy and the overall goals and objectives of the Police Department and to take necessary action to achieve the goals and objectives of the Police Department.
 15. To determine policies, procedures and standards for recruiting, selecting, training, transferring, assigning, dismissing, demoting and promoting employees in accordance with Personnel Rules and Regulations.

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16. To establish, implement and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety and order, and to require compliance therewith.
 17. To evaluate and maintain order and efficiency in police facilities and operation.
 18. To restrict the activity of an employee organization on City facilities and on City time except as set forth in Article 4, "FBPA Rights."
 19. To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.
 20. To make reasonable rules and regulations pertaining to employees consistent with this Agreement.

A. Impact of Management Rights

Where required by law, the City agrees, prior to implementation, to meet and confer or consult with the FBPA over the impact of the exercise of a management right upon the wages, hours, and terms and conditions of employment on FBPA members unless the impact consequences of the exercise of a management right upon FBPA members is provided for in this Agreement, City Personnel Rules and Regulations, or Departmental Rules and Regulations.

B. Authority of Third Party Neutral - Management Rights

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the management rights which are included in this Agreement, exclusive of a competent court having subject matter jurisdiction.

C. No Strike/Job Action Provision

1. Prohibited Conduct:

The FBPA, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, pretended illness, or engage or honor any other form or type of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization during the term of this Agreement.

2. Employee Termination:

Any employee who participates in any conduct prohibited in Section C.1, "Prohibited Conduct," shall be considered on unauthorized absence and shall be subject to discharge or other disciplinary action by the City.

3. FBPA Responsibilities:

- a. In the event the FBPA, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Section C.1, "Prohibited Conduct," the FBPA shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement, and they must cease engaging in conduct prohibited in Section C.1, "Prohibited Conduct," and return to work.
- b. If the FBPA performs all of the responsibilities in good faith set forth in Section C.3.a., "FBPA Responsibilities," its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement and are in violation of Section C.1, "Prohibited Conduct."

ARTICLE 4—FBPA RIGHTS

FBPA employees shall be free to participate in FBPA activities without interference, intimidation, or discrimination in accordance with State law and City policies, rules, and regulations. These rights shall include the following:

1. The right to represent its members before the City Council, City advisory boards, commissions or committees with regard to wages, hours, and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations.
2. The right to be given reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.
3. The right to a reasonable amount of time during regular working hours to represent its members before the City Council or their representatives when formally meeting and conferring on matters within the scope of representation, or on any other activities that the parties agree is in the shared interest of more harmonious relations.
4. The right to payroll deductions made for payments pursuant to Article 26, "Payroll Deductions" herein.
5. The right to the use of a designated bulletin board and/or internal computer mail system by the FBPA.
6. The use of City facilities for FBPA activities, providing that appropriate advanced arrangements are made. The granting of such use may be conditioned on appropriate monetary charges to offset the cost of such use. The FBPA shall not use such facilities for political purposes.

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- a. Reasonable access to employee work locations for officers of the FBPA and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
 - b. The City agrees to provide the FBPA, within sixty (60) days after the signing of this Agreement, two (2) certified copies of the Agreement, and any other newly adopted City/Departmental rule, order, resolution or ordinance pertaining to employees represented by the FBPA.

7. FBPA Release Time Bank

- a. The City agrees to establish and maintain a Release Time Bank to be used for purposes related to FBPA business. Employees may voluntarily donate any accrued leave credits (i.e.: CTO, holiday, vacation) in increments of one (1) hours, except that accrued leave credits for which the employee may not receive compensation upon separation shall not be transferred.
- b. The City shall keep records of donations and withdrawals by FBPA employees for examination and verification annually. The City will report balances to the FBPA on an annual basis each January.
- c. The FBPA must approve in writing any and all use or withdrawals of the Release Time Bank.
- d. The use of the FBPA Release Time Bank is subject to reasonable advance notice and approval by the Chief of Police or his/her designee. The City shall reasonably grant requested time based on operating needs.
- e. Employees terminating their employment with the City who are otherwise to receive compensation for benefits upon their termination as provided for within this Agreement may assign any portion of those benefits they would actually receive to the FBPA Release Time Bank. Such assignment will be deducted from the benefits the employee does receive. No assignments of benefits in excess of those the employee would actually receive may be made. For example, an employee who would qualify to receive thirty percent (30%) cash value for one hundred fifty (150) hours of accrued unused sick leave may assign up to forty-five (45) hours to the Release Time Bank upon separation, with such assignment being deducted from any cash payment made to the employee.

ARTICLE 5—SALARY AND ADDITIONAL COMPENSATION

1. The salary provisions of Initiative Measure D, Ordinance 672, as adopted by the voters on November 4, 1986, are hereby incorporated into this agreement in their entirety. The salary adjustments, if any, shall be implemented as soon as possible after January 1 of each year, and before January 31 unless there is a discrepancy between the City and the FBPA relative to the survey results. In these instances, the discrepancy shall be resolved, and the salary adjustments shall be implemented no later than February 28.
2. All employees covered by this MOU shall receive a salary increase of three percent (3%) of their base salary, effective August 29, 2021. All employees covered by this MOU shall receive a salary increase of three percent (3%) of their base salary effective the first full pay period after July 1, 2022. All employees covered by this MOU shall receive a salary increase of three percent (3%) of their base salary effective the first full pay period after July 1, 2023.
3. **Relief Shift:** A relief shift is defined as any shift worked outside of an employee's regularly assigned hours or days of duty, as determined during the shift rotation and shift selection process. Employees who work relief shifts shall receive additional compensation of one dollar (\$1.00 per hour for all hours worked when so assigned).

This provision is intended to apply to mandatory shift changes that occur after the schedule is posted, including overtime shifts required by the Department. Before the schedule is posted, scheduling is within the sole discretion of management, who will take into consideration the needs of the department and requests of employees when constructing the schedule.

This provision also does not apply to overtime shifts requested by the employee, or any other shifts worked outside of the employee's regularly assigned hours of duty if the shift adjustment is the result of a request by the employee. This provision also does not apply to additional shifts worked due to special events, court appearances, training, or other temporary or brief assignments that are considered to be part of the normal course of duties. Any disagreement regarding the application of a relief shift designation will be decided by the Chief or his appointed representative.

In accordance with California Code of Regulations 571(a) this pay is pensionable through CalPERS.

3. **Swing Shift Differential Pay:** Any employee who works the "Swing Shift" as determined during the shift selection process shall receive the additional compensation of one dollar (\$1.00) per hour for the entirety of the "Swing Shift" shift rotation. Any disagreement regarding the application of the Swing Shift shall be decided by the Chief or the Chief's appointed representative.

In accordance with California Code of Regulations 571(a) this pay is pensionable through CalPERS.

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4. Additional Assignment Pay: The Chief of Police may appoint such personnel as necessary for the positions of Field Training Officer (FTO), Range Master, Defensive Tactics Instructor or Taser Instructor to conduct the training of all police officer employees as required by POST. An employee designated by the Chief of Police as a training instructor shall receive additional compensation equal to five percent (5%) of his/her salary when so assigned. Additional Assignment Pay is not pensionable through CalPERS.
 5. Detective: An employee assigned as a Detective shall receive additional compensation equal to five percent (5%) of his/her salary for all hours worked when so assigned.
 6. Motor Officer: An employee designated by the Chief of Police as Motor Officer shall receive additional compensation equal to five percent (5%) of his/her salary for all hours worked when so assigned.

It is recognized that an officer assigned as a Motor Officer, FTO or Detective under this article is not "vested" in the position, and serves in the position at the pleasure of the Chief of Police. The appointed employees may change from time to time depending upon the nature of training and/or supervision needed, and/or the needs of the Department.

7. Bilingual Pay. An employee who is designated by the Chief of Police (with the approval of the City Manager) to receive bilingual pay shall receive additional compensation equal to five percent (5%) of his/her salary when so assigned. The Chief of Police must determine that a demonstrated need exists for an officer to utilize his/her bilingual skills and to be eligible, an employee must have successfully demonstrated his/her proficiency in a second language.
8. Educational Incentive Award. The City shall grant a one-time payment of \$2,250.00 to each full-time, non-probationary, employee covered under this agreement who has been awarded an Associate of Arts degree (or has completed 60 college semester units or equivalent quarterly units). Each full-time, non-probationary, employee covered under this agreement who has been awarded a Bachelor of Arts/Science (or has completed 120 college semester units or equivalent quarterly units) shall receive a one-time payment of \$3,000.00. Each full-time, non-probationary, employee covered under this agreement who has been awarded a Master's degree (or completed 45 semester units or equivalent quarterly units in a Master's program) shall receive a one-time payment of \$3,750.00. Degrees or units listed may be in any area of study. The one-time payment is paid upon award of the appropriate degree and documentation of such degree, which must be provided to the City within 30 days of earning the degree. Employees who have already received a one-time payment for earning a degree are not eligible for any payment for the same degree.
9. K-9 Officer Pay. An employee assigned as a K-9 Officer shall be compensated for 60 minutes per day, seven days per week, and 365 days per year, for the normal care, feeding, and grooming of the dog as required, which includes: (1) feeding; (2) grooming; (3) training; (4) socializing; (5) maintaining kennel; (6) cleaning of feces; and (7) K-9 socialization and overall happiness. The hours are compensated at the then current overtime rate (time and one-half) based on the then current prevailing minimum wage (\$12 dollars per hour)

(hours currently compensated at \$18 dollars per hour). The prevailing minimum wage shall be adjusted automatically for any increases scheduled by operation of law.

The parties agree that 60 minutes per day is a reasonable amount of time a K-9 Officer normally needs for these activities. In the event the K-9 Officer finds that more time than 60 minutes per day is necessary for these activities, it shall be the employee's responsibility to inform the City of such need and receive authorization from the Chief of Police prior to exceeding the 60-minute daily limit. Any additional hours spent in extraordinary care (e.g. times spent in non-routine or emergency veterinary care) shall be reported and compensated at the rate stated herein.

Both parties hereto recognize and agree that the City has the exclusive management right to direct and control Police Department operations set forth herein, including the right to make duty assignments as it sees fit, and the right to discontinue the K-9 Program at any time if, in the City's sole discretion, it is in the City's best interest.

10. Temporary Assignments. If any employee is temporarily assigned to a lower paid position, the employee shall continue to receive the salary of the original position. If an employee is temporarily required to perform the duties of a higher-paid position for a period in excess of four (4) work days, said employee shall receive additional compensation equal to five percent (5%) of his/her current salary or the salary of the employee so replaced, whichever is less, for the entire period of such assignment. The Human Resources Office shall be notified in writing by the Police Chief prior to each such temporary assignment. The Human Resources Office will prepare a Personnel Status Change Report for approval by the Chief of Police and City Manager.

Officer In Charge. Sworn employees in this unit may be assigned by management to temporarily assume the duties of an officer in charge. Such assignments are at the discretion of and must be made by the Police Chief or his or her designee, in writing prior to assignment. There is no requirement or expectation that a shift be staffed with an Officer in Charge or a supervisory level officer.

Employees assigned to an Officer in Charge status shall receive out of class compensation for every shift actually worked in which they have been designated in writing by the Police Chief or his or her designee as the "Officer In Charge." Officer in Charge assignment may be limited to one (1) shift and will be for no longer than four (4) weeks without reassignment confirmed in writing. The Police Chief has sole discretion to terminate the temporary Officer in Charge assignment prior to completion.

Out of class pay for such assignments shall be five percent (5%) above the employee's base hourly rate.

Out of class pay shall apply to any overtime worked in the higher classification (when eligible), but shall not apply to any paid leave taken during the acting assignment.

Qualification for such temporary assignments may be based on placement on an existing promotional list for that assignment, certification or training requirements as determined

by the department or by the determination of the Police Chief or designee that the person is qualified.

11. Longevity Pay. Effective August 29, 2021 the City Agrees that:

- After completion of five (5) years of employment with the Fort Bragg Police Department, employees covered under this MOU will receive a one percent (1%) increase in base rate of pay.
- After completion of ten (10) years of employment with the Fort Bragg Police Department, employees covered under this MOU will receive a one percent (1%) increase in base rate of pay.
- After completion of fifteen (15) years of employment with the Fort Bragg Police Department, employees covered under this MOU will receive a one percent (1%) wage increase in base rate of pay.

Longevity Pay is capped at no more than three percent (3%) of base rate of pay. Longevity Pay is not pensionable through CalPERS.

12. Salary Upon Promotion. If an employee is promoted, and the salary on promotion guidelines as set forth in the City's Personnel Rules does not result in a minimum of 5% pay increase, the employee shall be promoted to the next higher step in the salary classification. In no event shall the promotion result in a salary higher than the top step of the classification to which the employee is being promoted.

13. Shift Differential Pay. Any employee on duty between the hours of 1900 – 0700 hours shall receive an additional compensation of \$2.00 (two dollars) per hour.

14. Standby Pay. For night shifts, when only two patrol staff are scheduled for duty assigned to work that shift, and there is no Community Service Officer scheduled to work that shift, off-duty patrol officers and patrol sergeants shall be offered the opportunity to voluntarily sign up to be the primary call-out (standby) for any event requiring additional or replacement sworn patrol staff. Patrol staff shall sign up for entire shifts and will be compensated for those standby hours as follows:

For night shifts Monday-Thursday employees shall be compensated \$100.00 for the full shift. For night shifts Friday-Sunday employees shall be compensated \$125.00 for the full shift.

Officers who sign up for a standby shift shall be required to respond and be ready for duty in no more than one hour from the time the initial call-out is made. The time of call-out shall be determined based on the time the call was made to the standby employee's primary phone as listed in the Department's official "FBPD Call-out List." Employees who fail to respond within one hour will forfeit any standby pay for that shift.

Employees will be compensated for call-outs starting at the time of call-out so long as no more than thirty (30) minutes elapses before the employee is on active duty, in order to

take into account the time it takes to don the appropriate uniform and personal protective equipment.

Employees designated as the "Standby Officer" will be compensated at a rate of one and a half (1.5) times the amount of regular pay at the time of the call-out, and for a minimum of two (2.0) hours. The call-out pay incentive will not apply to an employee designated as the "Standby Officer."

Employees shall be compensated an entire shift's standby pay regardless of whether or not they actually participate in a call-out.

Signing up for standby shifts shall be done based on seniority with officers being ineligible to sign up for two standby shifts in a single work week until all other staff have had the opportunity to select or decline to take shifts. Any discrepancies in sign up procedures shall be decided by the Chief of Police or his/her designee.

All call-outs from a standby list shall be approved by the Chief of Police or his/her designee via phone or in person prior to initiating a call-out. Standing exceptions to this section may be issued in writing by the Chief (i.e. Domestic Violence arrests, felony no-cite warrants, etc.).

Staff is encouraged to use discretion when proactively pursuing arrests which would mandate a standby call-out (i.e. residential probation searches without reasonable suspicion, attempted felony warrant services at a suspect's residence). Additionally, staff should continue to take reasonable precautions to prevent overtime costs related to call-outs.

Standby call-outs shall not be used to cover unexpected compensatory time off or vacation time without the express approval of the standby employee and the Chief of Police or his/her designee.

ARTICLE 6—EDUCATION REIMBURSEMENT PROGRAM

The City agrees to participate in an Education Reimbursement Program to assist employees covered by this MOU in continuing their advanced education in acceptable job-related fields. This program shall be available with the following limitations:

1. To the extent funding is available, the City shall provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$750 per fiscal year. Only costs for required course materials (not including computers) for approved courses shall be deemed reimbursable through this program. The City Manager may approve additional amounts on a case-by-case basis.
2. Regular full-time employees may be eligible for reimbursement of tuition fees and book costs for academic courses taken in pursuit of a college degree or education undertaken

to maintain or improve skills related to work performance in the employee's current position which are attended on employee's own time.

3. Reimbursement shall only be available to employees who have received prior approval from the City Manager, prior to beginning of class(es) and if funds are available within the Departmental budget.

ARTICLE 7—HEALTH, DENTAL AND VISION INSURANCE

1. For purposes of this Article, the following definitions shall apply:
 - a. Legally Separated - A court action separating an employee from his/her spouse. This definition shall be used for the sole purpose of determining coverage under the City Health Plan(s). The insurance provider shall determine if a legally separated spouse is eligible for coverage under the City Health Plan(s).
 - b. Domestic Partner – A domestic partner as defined under California Family Code section 297.
2. Health, Dental and Vision Insurance
 - a. City shall provide health, dental and vision insurance plans for employees and shall make such plans available for any dependents. The City's insurance provider shall determine if a legally separated spouse is eligible for coverage under the City's group health, dental and vision plans.
 - b. Effective January 1, 2012, the City shall pay 80% and the employee shall pay 20% of the premiums required for the health and dental plans. The City shall pay 100% of the premiums for the vision plan.
 - c. Employees enrolled in the High Deductible Health Plan will receive a total benefit allowance equal to 80% of the premium for the "traditional" health plan for payment of the High Deductible Health Plan premium with the balance, if any, to be paid into a Health Savings Account. Employees may choose to contribute additional funds to a Health Savings Account on a pre-tax basis via payroll deductions in accordance with IRS guidelines.
 - d. Employees may elect to opt out of the City's health plan, in which case the employee will receive a contribution of \$200 per pay period towards optional insurance premiums. The \$200 contribution will be paid to the employee as taxable income. Should an employee's spouse or domestic partner also work for the City, only one employee of the marriage/partnership shall receive health benefits as defined above.
3. Health & Dental Insurance Upon Retirement
 - a. **For employees hired on or after January 1, 2012:** Retirees are not eligible to participate in the City's post-employment health and dental insurance benefit plans.

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- b. **For employees hired on or after July 1, 2007:** The City agrees that employees/retirees only, with a minimum of ten (10) years of full-time employment with the City, may remain on the City's health and dental insurance plans until retiree reaches Medicare eligibility age. The retiree is responsible for the full cost of insurance premiums for retiree-only coverage which shall be paid to the City in a timely manner. Failure to pay premiums within 30 days of payment due date will result in termination of participation in the plan(s). This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving Public Employee Retirement System (PERS) benefits upon retirement from the City of Fort Bragg, and who maintain continuous retiree status with CalPERS.
- c. **For employees hired between July 1, 2004 and June 30, 2007:** The City agrees to pay, for employee/retiree only, the costs of health and dental insurance in the City-approved plan after the retirement of any employee who has a minimum of ten (10) years full-time employment with the City. This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving Public Employee Retirement System (PERS) benefits upon retirement from the City of Fort Bragg, and who maintain continuous retiree status with CalPERS. Said retiree shall be terminated from the group health plan when the retiree reaches Medicare eligibility age. For those retirees, the City will provide a City-paid supplemental prescription plan when they switch to Medicare and it becomes their primary coverage.
- d. **For employees hired between January 1, 1992 and June 30, 2004:** The City agrees to pay, for employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after the retirement of any employee who has a minimum of ten (10) years full-time employment with the City. This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving Public Employee Retirement System (PERS) benefits upon retirement from the City of Fort Bragg, and who maintain continuous retiree status with CalPERS.
- e. **For employees hired prior to January 1, 1992:** The City agrees to pay, for employee/retiree, the costs of health and dental insurance in the City-approved plan(s) after the retirement of any employee who has a minimum of ten (10) years full-time employment with the City. This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving PERS benefits upon retirement from the City of Fort Bragg, and who maintain retiree status with CalPERS.
- 1) The City will make available health and dental insurance in the City-approved plan(s) for retiree's spouse (if employee is married at time of retirement) or domestic partner (if employee has said domestic partner at time of retirement) of any employee who was hired prior to January 1, 1992, has a minimum of ten (10) years employment with the City, and whose last day of employment preceding retirement was with the City of

Fort Bragg and who immediately begins receiving regular (i.e. based on time of service) PERS benefits under the 2% at 55 Plan (Government Code Section 21251.13) for non-sworn employees or the 2% at 50 Plan (Government Code Section 21250.01) for sworn employees, upon retirement from the City of Fort Bragg. Employees must be at least sixty (60) years of age at retirement provided however, an employee may retire earlier if permitted under one of the above PERS Plans in which case the retiree and/or spouse/domestic partner will be responsible for the costs of spousal/domestic partner insurance until retiree reaches the age of sixty (60).

- 2) Paid health insurance for a retiree's spouse/domestic partner will be provided in the City-approved plan(s) based on the City paying ten (10) percent of the cost of spousal/domestic partner coverage after ten (10) years of employment with the City and an additional ten (10) percent for each full year of employment thereafter. Any costs not paid by the City based on this formula must be paid by the retiree and/or spouse/domestic partner.
- 3) Dental insurance for the retiree's spouse/domestic partner will be made available in City-approved plan(s), but any cost of such spousal/domestic partner coverage must be paid for by the retiree and/or spouse/domestic partner, unless it is included in the retiree's plan and results in no additional cost to the City.
4. The City will provide no vision care plan or coverage for retirees or their spouses/domestic partners.
5. In all cases in which the retiree is responsible for all or part of any health and/or dental premium, failure to pay premiums within 30 days of payment due date will result in termination of participation in the plan(s).

ARTICLE 8—LIFE AND DISABILITY INSURANCE

1. City agrees to provide the policy and pay premiums for life insurance for employees in the amount of \$50,000.
2. Non-sworn employees covered under this Agreement may participate in the group long term disability insurance program as offered by the City. For details of the program see the certificate of insurance on file in the City Human Resource Office. The City shall pay half the cost of the program with the balance to be paid (withheld) through payroll deductions.
3. The City agrees to provide and maintain an optional group long term disability insurance coverage, in lieu of State Disability Insurance, for sworn employees. The plan shall be the PORAC Group Long Term Disability Program, and shall contain the following benefits:
 - a. 66 2/3% of your pre-disability earning, reduced by deductible income.

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- b. Benefit waiting period of sixty days, with a reduced benefit available after thirty days of 33 1/3%.
 - c. Maximum Benefit Period to age 65 years, injury, illness and pregnancy.
4. The City agrees to pay half of the monthly premium costs of the PORAC Long Term Disability Insurance for each participating employee, with the remaining premium costs to be paid by the participating employee via payroll deductions. The cap on the City's portion of premium costs for the period of this MOU shall be \$10.75 per month for each participating employee.

ARTICLE 9—UNIFORMS AND EQUIPMENT

1. The purpose of the uniform and equipment cleaning and replacement allowance is to provide for purchase, replacement and cleaning of uniforms and equipment.
2. Uniform Allowances:
 - a. All sworn classifications shall receive a uniform cleaning and replacement allowance which shall be paid twice monthly in equal installments on the first two pay periods of each month. All FBPA represented sworn personnel shall receive a \$1,200 per year uniform allowance.
 - b. Non-sworn employees who are required to wear a uniform (i.e., Community Service Officers and Police Recruits), shall receive a uniform cleaning and replacement allowance of \$1,000 per year paid twice monthly in equal installments on the first two pay periods of each month.
 - c. Non-sworn employees (other than Community Service Officers and Police Recruits), required to wear a uniform, shall receive \$300 per year paid twice monthly in equal installments on the first two pay periods of each month. This increase will be effective the beginning of the first pay period following adoption of a new MOU by the City Council.
 - d. Employees on extended leave for personal or medical reasons for periods of one month or more shall receive reduced uniform allowances commensurate with their absence from active duty.
 - e. A new employee shall receive a prorated amount from the first day of the month following his/her hire date and a six-month advance for purchase of initial uniform and/or equipment.
3. Vests: The City agrees to provide each sworn employee with a protective vest of such quality as approved by Federal standards. The Chief of Police shall consider the employee's individual preference in terms of vest style, fit, size, and quality when ordering a replacement vest. Vests shall be replaced as necessary considering wear, safety and certification of the vest, but in all cases within manufacturer's guidelines, and no City provided vest shall be issued and/or worn upon expiration of certification. This section

shall not be construed as to require the purchase and replacement of existing vests assigned to current personnel. The vest shall remain the property of the City. Upon termination of employment with the City, the employee may purchase the vest assigned to him/her at a prorated cost based upon the original cost of the vest and the remaining months of usable service (based upon five (5) years of usable service). Any officer who requests a vest shall be required to wear it while on duty as a uniformed patrol officer.

4. Damaged Uniform/Equipment Replacement: Upon approval of the City Manager or his/her designee, and in accordance with the provisions of California Government Code Section 53240 and Appendix C of this MOU, employees shall be paid the cost of replacing or repairing clothing or prosthesis or other personal property, or articles of clothing or property necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty without fault of the employee, or stolen from City facilities. If items are damaged beyond repair, the actual replacement value of such shall be paid. The value of such items shall be determined as of the time of damage thereto. No claims shall be authorized for repair or replacement of items of personal property used on City business unless they have a value greater than Forty Dollars (\$40.00). In any case, reimbursement for replacement or repair shall be limited to \$150 per item and an aggregate maximum of \$400 per incident. This provision shall not apply to items lost due to negligence by the employee.
5. Equipment Purchase Loan Plan: All employees represented by this agreement shall have the option of entering into equipment purchasing loan plan with the City, which may be utilized to assist the employee to purchase equipment that may be used, both on and off duty, to improve the employee's job performance. This plan has the following limitations.
 - a. The loan total shall not exceed Three Thousand Dollars (\$3000).
 - b. Employee cannot add to an existing loan without the recommendation and expressed permission of the Chief of Police.
 - c. Employee agrees to pay an interest rate equal to the Local Agency Investment Fund (LAIF) rate paid to the City plus one-quarter percent (.25%), as of the date of the loan.
 - d. Loans shall be repaid via payroll deductions. Loans of less than \$1000 shall be paid back in 26 equal installments. Loans between \$1000 and \$2000 shall be paid back in 52 equal installments. Loans between \$2000 and \$3000 shall be paid back in 78 equal installments. Upon separation, if employee has not paid the entire balance due by the time his or her final paycheck is issued, the City will deduct the balance of the loan from the final paycheck.
 - e. The employee shall provide documentation such as an invoice or receipt to serve as proof of purchase prior to issuance of the loan.
 - f. Employee shall sign a payroll deduction authorization form for the amount calculated by the Finance Department.

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- g. Employee shall receive approval prior to the purchase of any equipment for which this program is anticipated.

ARTICLE 10—WORK SCHEDULES

1. A work period for sworn employees covered under this Agreement shall consist of an eighty (80) hour duty shift assignment during a fourteen (14) day work period.
2. The work period shall be from 0001 hours Sunday to 2400 hours Saturday of each calendar week. The pay period shall consist of two consecutive seven-day work periods.
3. The actual duty shift assignments shall be one of the following plans:
 - a. 5-8 Plan: Five eight-hour work days followed by two consecutive days off during each seven-day work period.
 - b. 9 Plan: Four nine-hour work days and one eight-hour work day with two consecutive days off during first work period, followed by four nine-hour work days with three consecutive days off during second work period. This could be interchangeable with days off; however, the total pay period would only amount to eighty (80) hours during each fourteen-day pay period.
 - c. 4-10 Plan: Four ten-hour work days followed by three consecutive days off during each seven-day work period.
 - d. 12 Plan: Alternating three- and four-day work weeks, with four and three consecutive days off respectively, not to exceed 80 hours per fourteen-day pay period.
4. Exceptions to Section 1 shall include the following:
 - a. The first (Sunday) of a new shift rotation period shall constitute a new work period, thus allowing the employee to work in excess of stated consecutive days as stated in Section 1.
 - b. When in conjunction with assigned training days, days off may be changed and/or split to allow the employee to attend a training session uninterrupted.
5. Employees in the position of Community Services Officer (CSO) are provided up to fifteen (15) minutes at the start of their shift to put on required OSHA approved gear and fifteen (15) minutes at the end of the shift to remove the same gear.
6. Scheduling is and shall remain a management prerogative. Nothing in the provisions of this or other Articles shall be construed so as to contravene that fact. The parties agree that the Chief of Police, with the City Manager's approval, has the discretion to determine work schedules.

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7. Daily hours of work (or shifts) for employees of the Fort Bragg Police Department shall be assigned by the Chief of Police, as required in accordance with other provisions of this Agreement.
 8. Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the Chief of Police, and such absences shall be noted on the employee's time sheet.
 9. Rest and meal periods: All sworn employees are on call during the lunch and rest periods for emergency traffic.

ARTICLE 11—OVERTIME

1. For non-sworn employees covered by this Agreement, hours worked beyond eight (8) hours per day and/or forty (40) hours per week shall be calculated to the nearest half hour worked and shall be compensated at one and one-half (1.5) times the employee's hourly rate of pay.
2. For sworn employees covered by this Agreement, the City shall pay an amount equal to one and one-half (1.5) times the employee's regular hourly rate of pay for all hours worked in excess of their daily assigned work schedule, and/or all hours worked in excess of eighty (80) hours during the fourteen (14) day pay period. Any change of assignment or work days in violation of any applicable section of Article 10 of this Agreement, as revised, shall be compensated at overtime rate.
3. Overtime definition: Overtime is defined as a City-required act or time expenditure by an employee in excess of the employee's regularly scheduled work period. Overtime as defined above shall include, but not be limited to, any and all mandatory meetings, briefings, weapons qualifications, classes or courses, court appearance, travel and special assignments.
4. A sworn employee who must travel for City business for any reason shall be scheduled to travel on his/her normal work day and/or shift, whenever possible, and such travel on his/her normal work day and/or shift shall not constitute overtime (i.e., time and one-half rate) except if such travel time causes the employee to exceed eighty (80) hours in a normal fourteen (14) day work period. Entitlement to overtime compensation shall be in accordance with the Fair Labor Standards Act.
5. Overtime Work Approval: It is the policy of the City that overtime is to be discouraged, therefore overtime shall be approved in advance, when practicable. In case of emergency, however, or whenever public interest or necessity requires, the Chief of Police, or his/her designee, may require and authorize any employee to perform overtime work.
6. Employees shall not receive overtime compensation while traveling to and from non-mandatory training as such travel time is not "hours worked."
7. The work period, including hours of work, shall be established for each employee in writing. Employees shall not report to work more than fifteen (15) minutes prior to their established

shift and shall not remain at their work station after the end of their established shift unless prior authorization is received from the Chief of Police or his/her designee. Employees who voluntarily report to work early, stay late, or "visit" at the Police Station during scheduled off-duty hours shall not receive overtime compensation for such hours, as such hours are not "hours worked."

8. Callback Pay: Callback is when an employee is called back to work during scheduled off-duty hours. Call-outs shall be authorized at the sole discretion of the Chief of Police or his/her designee and shall apply only to those situations where an employee is requested to immediately report for at least two (2) hours of duty during a scheduled day off. Compensation for call-out will be two (2.0) times the hourly rate. An Officer or Sergeant who is the designated standby officer, will not be eligible for call-out pay at (2.0) times hourly rate. Employees will be compensated for call-outs starting at the time they are called for duty, so long as the employee is on active duty in no more than thirty (30) minutes after receiving the call-out, in order to take into account the time it takes to don the appropriate uniform and personal protective equipment..
9. Call In Pay: Call In is when an employee is called in early to work, contiguous to his/her shift, and shall be paid at time and one-half (1.5) pay for the actual hours worked in addition to the contiguous start of the normal shift.
10. Court Pay:
 - a. Employees who are called back to duty or subpoenaed to give testimony in court about events arising out of their employment on off-duty time, shall be compensated at the rate of time and one-half (1.5) the employee's regular rate of pay with a minimum compensation of two (2) hours.
 - b. Employees shall continue to receive the minimum compensation in instances wherein the employee is given less than 24-hour notice of cancellation of a scheduled court appearance, except:
 - 1) There shall be no compensation pay or guarantee in the event that such testimony is canceled, and the employee works any shift between the time of cancellation and the scheduled court appearance.
 - 2) There shall be no compensation pay or guarantee in the event that such testimony is scheduled contiguous to the employee's regular duty shift.
 - 3) There shall be no compensation or pay in the event an employee failed to call the Police Department Police Services Technician who handles court subpoenas twenty-four (24) hours prior to the scheduled court appearance.
 - c. The City shall reimburse all expenses incurred by an employee for court appearances outside the city limits of Fort Bragg.
11. Hold-Over Pay: Hold-over shall be paid at time and one-half (1.5) pay for the actual hours worked in addition to the contiguous end of the normal shift.

ARTICLE 12—JURY DUTY

Any employee summoned to serve on jury duty during an on-duty day shall be entitled to a leave of absence with full pay for such period of time as he/she may be required to attend the court in response to such summons. Proof of jury service shall be provided to the Human Resource Department for each pay period when jury duty pay is requested. The employee may retain such payment as may be allowed for travel, lodging, and meal expenses. The employee shall not be required to submit to the City compensation received from the Court for jury duty in order to receive full pay and expenses referenced above.

ARTICLE 13—FAMILY AND SICK LEAVE

1. Accrual: Sick leave will accrue at a rate of eight (8) hours per month beginning at commencement of employment and may be accrued with no maximum limit. A lateral new-hire shall be credited with 24 hours of sick leave as of date of hire.
2. Personal Use: Sick leave may be used as it is accrued, subject to approval by the Chief of Police during the first ninety days of employment.
3. Family Care Use: Accrued sick leave may be used for care of the current spouse/domestic partner, children, siblings and parents (be they natural, adoptive, step or foster of the employee or their current spouse/domestic partner), grandparent or grandchild. An employee who is a victim of domestic violence, sexual assault, or stalking may use a maximum of twenty-four (24) hours of sick leave per calendar year to tend to any related issues, including leave and court appearances.
4. Documentation: Employee Absence forms must be filed in all cases and a physician's certification may be required at the discretion of the Chief of Police or City Manager for absences of three (3) consecutive days or more.
5. Compensation on Separation: Upon separation after two or more years of service an employee shall be paid for thirty (30) percent of unused, accrued sick leave up to a maximum accrual of one thousand (1,000) hours, provided such compensation is not applicable if an employee is discharged for cause. (This provision is not applicable where sick leave is otherwise converted for other credit.)
6. Conversion: Sick leave accrued in excess of eight hundred (800) hours may be converted to vacation on the basis of three (3) hours of vacation time for each ten (10) hours of sick leave accrued and converted. Employees who have accrued sick leave in excess of one thousand (1,000) hours may convert, one time annually, up to twenty-five (25) percent of the hours in excess of one thousand (1,000) to vacation time without loss of remaining sick leave balance, provided, in both instances, that such conversion is not applicable if an employee is discharged for cause. Conversions may be made once each year in the month of December.
7. Transfer: An employee may transfer accrued sick leave to another employee in cases of emergency subject to review and approval by the Chief of Police and/or the City Manager on a case-by-case basis and in compliance with the Personnel Rules and Regulations.

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8. Family and Medical Leave: As provided for in the Federal Family and Medical Leave Act of 1993, as amended, the California Family Rights Act and the Personnel Rules and Regulations.

ARTICLE 14—INDUSTRIAL INJURY LEAVE

The City agrees to comply with all State and Federal statutes, regulations and rulings with respect to compensation of employees who suffer industrial injury or illness.

ARTICLE 15—BEREAVEMENT LEAVE

The City shall grant a leave of absence with pay for up to three (3) days when a member of the employee's or employee's spouse or domestic partner's immediate family dies. "Immediate family" means parent, current spouse or domestic partner, child, stepchild, grandparent, grandchild, brother, sister, step-siblings, current mother-in-law or current father-in-law, current son-in-law, daughter-in-law, sister-in-law or brother-in-law. The City, in its discretion, may require some proof that a death in the family has occurred. Bereavement leave is available only within seven (7) days of the death or funeral, unless the employee has made arrangements with the City regarding its use at a later date. In the event of long distance travel requirements, the Chief of Police may approve a total of five (5) total working days leave.

ARTICLE 16—OTHER TYPES OF LEAVE

1. Leave of Absence without Pay: Leave of absence without pay shall be as provided in Personnel Rules and Regulations.
2. Military Leave: Military Leave shall be as provided in Personnel Rules and Regulations.
3. Special Administrative Leave: Special Administrative Leave may be granted to personnel of the Fort Bragg Police Department upon the recommendation of the Chief of Police and approval of the City Manager in the event that such personnel have been involved in a homicide, serious act, or other action that would require such personnel to be absent from duty pending an investigation by the Police Department or an outside agency. This special leave shall not cause any loss of compensation or any other benefit.

A psychological counseling program for personnel involved in events as described above has been approved and made available through the City's Employee Assistance Program.

ARTICLE 17—VACATION

1. Accrual: All full time probationary and regular employees shall accrue vacation as follows:

88 hours annually for	1 to 3 years of service (i.e. 0-36 months)
120 hours annually for	4 to 9 years of service (i.e. 37-120 months)
160 hours annually for	10 years of service and longer (i.e. more than 120 months).

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2. Accumulation: Vacation time can be accrued to a maximum of 240 hours except that an employee with ten (10) years or more (i.e. more than 120 months) of City service may accumulate up to a maximum of 320 hours.
 3. In addition to the above, a fifth (5th) week of vacation shall be accrued by each represented employee at the start of their 16th year of employment (i.e. at the 181st month). For non-sworn employees, this provision is effective beginning of the first pay period following adoption of the MOU by the City Council.
 4. Vacation purpose: In order to work efficiently and be satisfied in his/her position with the City, it is essential that employees take reasonable vacation time in order to remain mentally refreshed and alert in the performance of their duties.
 5. Use of vacation: Vacation leave may be taken as it accrues. The date of vacation may be selected by the employee on a seniority basis within each classification, but shall be approved by the Chief of Police, who shall consider the wishes of the employee and the needs of the Department.
 6. Other Provisions: See Personnel Rules and Regulations.

ARTICLE 18—COMPENSATORY TIME OFF

1. Employees may choose to accumulate overtime earned in a Compensatory Time Off bank. Compensatory Time Off may be accumulated to a maximum of one hundred twenty (120) hours.
2. Each December 31, the City shall pay off all accumulated compensatory time to each employee at the current salary rate and each employee cannot accrue any additional compensatory time until after December 31, of the same year.

ARTICLE 19—RETIREMENT PLAN

1. The City offers the following Public Employees' Retirement System (PERS) plans:
 - a. Local Classic Miscellaneous Employees' Plan defined as the "Miscellaneous 2% at 55" Plan.
 - b. Local Non-Classic Miscellaneous Employees' Plan defined as the "Miscellaneous 2% at 62" Plan.
 - c. Local Classic Safety Employees' Plan defined as the "Local Safety 2% at 50" Plan.
 - d. Local Non-Classic Safety Employees' Plan defined as the "Local Safety 2.7% at 57" Plan.

The Classic Safety Plan is modified to include Social Security benefits to be integrated with PERS benefits. Effective October 15, 1985, the Classic Miscellaneous Retirement Plan was converted to Full PERS Benefits plus Social Security.

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2. Effective, January 1, 2013, sworn and non-sworn employees shall pay their full member share of the CalPERS contributions, as follows:
 - a. For Miscellaneous Non-Classic Employees: Fifty (50) percent of the normal cost.
 - b. For Safety Non-Classic Employees: Fifty (50) percent of the normal cost.
 - c. For Miscellaneous Classic Employees: 7% of reportable compensation.
 - d. For Safety Classic Employees: 9% of reportable compensation.

Effective July 1, 2018, in addition to paying the 7.0% or 9.0% member contribution, classic employees covered by this Section shall pay, through payroll deduction, an additional 1.0% of reportable compensation towards the City's costs, for a total contribution of 8.0% (miscellaneous) or 10.0% (safety) of reportable compensation toward pension benefits, as permitted by Cal. Gov. Code Section 20516.

ARTICLE 20—PROBATIONARY PERIOD

1. The initial probationary period for all employees of the Fort Bragg Police Department, regardless of classification, shall be eighteen (18) months from the date of employment.
2. The probationary period for all reinstated employees shall be as defined in Section 9 of the Personnel Rules and Regulations.
3. The probationary period for all employees reclassified shall be as defined in Section 3 of the Personnel Rules and Regulations.
4. The probationary period for all employees promoted to a higher classification shall be as defined in Section 5.2.2 of the Personnel Rules and Regulations.
5. The probationary period for sworn lateral new-hires shall be twelve (12) months. Merit increase schedule is not affected by this provision.

ARTICLE 21—TRAVEL REIMBURSEMENT

Employees shall be reimbursed for expenses incurred while on assignment outside the Mendocino County area as delineated in this section. All travel expenses shall be authorized in advance by the Police Chief.

1. Lodging: Lodging shall be reimbursed at actual cost substantiated by a receipt. Reimbursement for lodging and/or meal costs shall be limited to the following:
 - a. Lodging costs shall include local taxes, but exclude tips, porter's fees, telephone, room service, movies, valet, etc.
 - b. Receipts are required for all lodging costs.

c. Vouchers received without lodging receipts shall be returned to the traveler. In the event a lodging receipt is lost, it is the employee's responsibility to obtain a duplicate.

2. No receipts, other than lodging, shall be required unless specifically required by POST.

3. Meals: Meals shall be reimbursed at the following per diem rates and subject to the conditions in Section 4:

Breakfast:	\$10.00
Lunch:	\$15.00
Dinner:	\$25.00

Employees shall be eligible to claim breakfast subsistence pay if they are in travel status as of 6:00 a.m. Employees shall be eligible to claim lunch subsistence pay if they are in travel status between the hours of 11:00 a.m. and 2:00 p.m. Employees shall be eligible to claim dinner subsistence pay if they are in travel status as of 6:00 p.m.

4. Meals Provided During Travel:

0 to 3 Hours.....	None
3 to 6 Hours.....	One
6 to 10 Hours.....	Two
10+ Hours.....	Three

For each meal claimed under this Section, the employee shall be reimbursed the amount currently paid at the rate listed above related to the pertinent time of day. All travel requests will include function description.

5. Private Vehicle: The City shall reimburse employees of this unit for use of their private vehicles on City business at the rate allowed by the Internal Revenue Service. Prior to the use of their private vehicle, employees must provide the City with a Certificate of Insurance on the form provided by the City which evidences that the employee has Comprehensive Automobile Liability Insurance or Business Automobile Liability Insurance in an amount equal to or greater than the current requirements established by REMIF.

6. Rental Cars: Size of rental cars must be justified if larger than compact. When using a rental vehicle, the employee must keep log of daily mileage and pay for any mileage charge when car is used for personal business.

7. First Class Travel: First class travel cannot be used, unless the additional cost is paid by the employee.

8. Telephone: Long distance telephone calls charged must specify the number and name of agency called.

9. Tickets: Copy of tickets used for travel must always be furnished with claim.

ARTICLE 22—EMPLOYEE PERSONNEL FILE

1. In the event that a written reprimand is placed in an employee's personnel file, the reprimand shall be purged from the file thirty-six (36) months after the date of the reprimand.
2. In the event that an employee is suspended or compensation is reduced for four days or less, and a notice of such discipline is placed in the employee's personnel file, the notice and all accompanying and related documents shall be purged from the file sixty (60) months from the ending date of the suspension. However, suspensions of more than four (4) days, reduction in rank or other discipline with the financial equivalent thereof, shall not be purged.
3. Written commendable incident memoranda and letters of commendation from the public placed in an employee's personnel file shall not be purged.
4. Any comment adverse to an employee's interest that is placed into his/her personnel file, or any other file used for personnel purposes, shall be in strict adherence to the provisions of Government Code Section 3300 et seq., which is hereby incorporated into this Agreement by reference.

ARTICLE 23—GRIEVANCE PROCEDURE

1. A grievance may be filed by the FBPA on its own behalf, by the FBPA on behalf of any member of the Bargaining Unit, and/or by any member of the Bargaining Unit on their own behalf, for any violation of any section of the Memorandum of Understanding, and/or any violation of any General Order, Management Memorandum, or any other Departmental Rule, Regulation, or Policy.
2. The grievance procedure shall be pursuant to Personnel Rules and Regulations.

ARTICLE 24—DISCIPLINE

1. Basis for Discipline: The tenure of every employee holding a regular, non-probationary appointment in the classified service shall be conditioned upon good behavior and fit and efficient service. Any employee may be disciplined; including discharged, suspended or reduced in rank or compensation for good cause, pursuant to the Personnel Rules and Regulations.
2. Employee discipline shall be administered pursuant to the Personnel Rules and Regulations.
3. Investigative Procedures: Any investigation of a complaint of misconduct, or for any other reason, against any employee represented by the FBPA, shall be in strict adherence to the provisions of Government Code Section 3300 et seq., which is hereby incorporated into this Agreement by reference.

ARTICLE 25—HOLIDAYS

1. The City agrees to pay full-time regular sworn and non-sworn employees represented by the FBPA who are required to regularly work on holidays noted in Section 4, below, ninety-six (96) holiday hours per year at one and one-half (1.5) times the employee's hourly rate which shall be paid in two (2) equal installments, separate from any other salary payment, during the first pay period in June and December.
2. Full-time probationary employees shall be paid for holidays on a prorated basis based upon eight (8) holiday hours per full month worked.
3. Part-time employees shall be paid for holidays on a prorated basis based upon the number of hours worked.
4. Specified holidays for all non-sworn, full-time probationary and regular employees are as follows:
 - a. New Year's Day
 - b. Martin Luther King Jr. Birthday
 - c. President's Day
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Indigenous People's Day
 - h. Veteran's Day
 - i. Thanksgiving Day
 - j. Day After Thanksgiving
 - k. Day before Christmas
 - l. Christmas
 - m. Every day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving.

ARTICLE 26—PAYROLL DEDUCTIONS

The City will make available a payroll deduction system for employee contributions to financial institutions of employee's choice and for payment of FBPA dues.

ARTICLE 27—DEFERRED COMPENSATION PLANS

The City agrees to continue in effect the deferred compensation plans approved by resolution of the City Council.

ARTICLE 28—SIGNATURE CLAUSE

FOR THE CITY OF FORT BRAGG:

FOR THE FORT BRAGG POLICE
ASSOCIATION, INC.:

DATE: _____

DATE: 8-6-21

TABATHA MILLER
CITY MANAGER

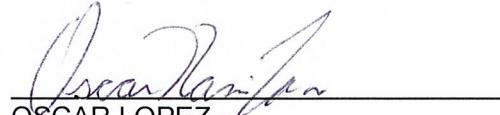


ANTHONY MELENDEZ
PRESIDENT

DATE: _____

DATE: 8-6-21

KEITH F. COLLINS
CITY ATTORNEY



OSCAR LOPEZ
VICE-PRESIDENT

ATTEST:

JUNE LEMOS, CMC
CITY CLERK

APPENDIX A—COMPENSATION PLAN

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN								
Effective 07-04-2021. Resolution 4407-2021. Cost of Living Adjustments FY 2021-22								
				Step 1	Step 2	Step 3	Step 4	Step 5
Community Services Officer (FBPA)								
Hourly				20.80	21.84	22.93	24.08	25.28
Bi-Weekly				1,664.00	1,747.20	1,834.40	1,926.40	2,022.40
Monthly				3,605.33	3,785.60	3,974.53	4,173.87	4,381.87
Annual				43,264.00	45,427.20	47,694.40	50,086.40	52,582.40
Police Sergeant Intermediate POST (FBPA)								
Hourly				38.63	40.56	42.59	44.72	46.96
Bi-Weekly				3,090.40	3,244.80	3,407.20	3,577.60	3,756.80
Monthly				6,695.87	7,030.40	7,382.27	7,751.47	8,139.73
Annual				80,350.40	84,364.80	88,587.20	93,017.60	97,676.80
Police Sergeant Advance POST (FBPA)								
Hourly				40.84	42.88	45.02	47.27	49.63
Bi-Weekly				3,267.20	3,430.40	3,601.60	3,781.60	3,970.40
Monthly				7,078.93	7,432.53	7,803.47	8,193.47	8,602.53
Annual				84,947.20	89,190.40	93,641.60	98,321.60	103,230.40
Police Officer Basic POST (FBPA)								
Hourly				30.34	31.86	33.45	35.12	36.88
Bi-Weekly				2,427.20	2,548.80	2,676.00	2,809.60	2,950.40
Monthly				5,258.93	5,522.40	5,798.00	6,087.47	6,392.53
Annual				63,107.20	66,268.80	69,576.00	73,049.60	76,710.40
Police Officer Intermediate POST (FBPA)								
Hourly				31.86	33.45	35.12	36.88	38.72
Bi-Weekly				2,548.80	2,676.00	2,809.60	2,950.40	3,097.60
Monthly				5,522.40	5,798.00	6,087.47	6,392.53	6,711.47
Annual				66,268.80	69,576.00	73,049.60	76,710.40	80,537.60
Police Officer Advance POST (FBPA)								
Hourly				33.42	35.09	36.84	38.68	40.61
Bi-Weekly				2,673.60	2,807.20	2,947.20	3,094.40	3,248.80
Monthly				5,792.80	6,082.27	6,385.60	6,704.53	7,039.07
Annual				69,513.60	72,987.20	76,627.20	80,454.40	84,468.80
Police Recruit (1040 hours; FBPA)								
Hourly				24.56				

APPENDIX B—INITIATIVE MEASURE D, ORDINANCE 672

Section 1: Purpose.

The public health, safety, and welfare of the residents of said City of Fort Bragg demand competent, qualified, trained, and experienced police officers and employees of its Police Department. This goal can only be reached and maintained in the future by maintaining compensation, salaries, and benefits competitive with other law enforcement agencies within the County of Mendocino of the State of California.

Section 2: Salary.

Beginning the first day of the month following the effective date of this ordinance, and the first day of January of each succeeding January thereafter, the City Council of said City of Fort Bragg shall determine the then existing monthly salaries of each classification of like or comparable grades or ranks (including experience, education, and training) of the Police Department of the City of Willits and the City of Ukiah of said County of Mendocino, State of California, and of the Sheriff's Department of said County of Mendocino, State of California. The average of the salaries for each of the comparable grades or ranks (including experience, education, and training) of the members of the Police Department of the said City of Willits, the Police Department of the said City of Ukiah, and the Sheriff's Department of the said County of Mendocino shall be the minimum salaries payable by the said City of Fort Bragg to the members and employees of its Police Department of the same or comparable grades or ranks (including experience, education and training) as so adjusted on the first day of the month following the effective date of this ordinance, and the first day of January of each succeeding January thereafter.

Section 3: Benefits and Additional Compensation.

Except as provided in immediately preceding Section 2 hereof, all other benefits and additional compensation provided or payable by said, City of Fort Bragg to or for the members and employees of its Police Department shall be no less than those set forth in Resolution No. 1296-85 ("A Resolution Of The City Council Of The City Of Fort Bragg Adopting The Compensation Plan For Fort Bragg Police Employees") as passed and adopted at a regular meeting of the City Council of the City of Fort Bragg January 14, 1985.

APPENDIX C—LOST, STOLEN OR DAMAGED PERSONAL PROPERTY

I. PURPOSE

The purpose of this Appendix is to further define the policy and procedure for the reimbursement of costs for lost, stolen or damaged personal property (i.e.: watches, glasses, rings, etc.) as set forth in Section 700.3 of the Fort Bragg Police Department Policy Manual, as revised.

The personal property which will be reimbursed will include:

Cap	Chemical Agent
Cap piece	Hand Gun
Pants	Baton
Necktie	Flashlight
Jacket(s)	Whistle
Belts	Watch
Smooth toe shoes	Glasses (sun or prescription)
Boots	Duty Rifle
Rings	Duty Bag
Rain Gear	
Departmental Badge	
Duty Belt	
Ammunition Cases	
Handcuff Cases	
Handcuffs	
Holster	
Baton Ring	
Shirt	

II. OBJECTIVE

It will be the policy of the City to reimburse at actual cost, any articles of personal property that are lost, stolen or damaged when it occurs in the line of duty.

III. ORGANIZATIONS AFFECTED

Police Department

IV. PROCEDURES

1. For reimbursement of lost, stolen or damaged personal property, a form shall be completed stating the day, time and circumstances that the incident occurred.
2. Attached to the form shall be a receipt (for the replacement item or the original purchase receipt) supporting the request for reimbursement.
3. The form shall be signed by the person filing for reimbursement, the supervisor on duty at the time the incident occurred and the City Manager.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FORT BRAGG AND
THE FORT BRAGG POLICE ASSOCIATION
EFFECTIVE ~~JULY 1~~AUGUST 29, 20192021
THROUGH
JUNE 30, ~~2021~~2024



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ARTICLE 1—PREAMBLE

1. This Agreement is entered into pursuant to the Meyers-Millias-Brown Act (California Government Code Section 3500 et seq.) and applicable ordinances and resolutions of the City of Fort Bragg between the City of Fort Bragg and the Fort Bragg Police Association, Inc. ("FBPA"). As a result of meet and confer sessions, the City and FBPA have agreed to the following understandings:
2. The City and the FBPA agree that the term of this Memorandum of Understanding shall commence on ~~July 1, August 29, 2021~~¹⁹, and expire on June 30, ~~2024~~²⁰²⁴.
3. This Agreement may be extended with the approval of both the City and FBPA. This Agreement shall expire immediately upon its replacement by a subsequent Agreement, or upon written declaration and notification by either the City or the FBPA to the other party that the negotiation process has reached Impasse.
4. The FBPA is recognized as the sole bargaining organization for all non-management and non-confidential employees of the Fort Bragg Police Department. Recognition was approved by the Fort Bragg City Council on May 12, 1980. The parties agree that the class of Administrative Supervisor within the Police Department is a "confidential" position and not represented by FBPA.
5. If any article or section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the City and the FBPA agree to meet within thirty (30) days for the purpose of renegotiating said article or section.
6. Any conflict between any section or part of this Agreement and any City or departmental rule, regulation, resolution, procedure or practice, existing as of the date of this Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement.
7. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein.
8. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matters within the scope of meeting and conferring during the period of the term of the Agreement, except regarding the interpretation of this Agreement.
9. It is recognized that the Employer-Employee Organization Relations Procedure adopted by Resolution No. 1868-91 on November 12, 1991, is the governing document as to the procedures for meeting and conferring in good faith with recognized employee

organizations regarding matters that involve the wages, hours, and other terms and conditions of employment.

10. All benefits granted to the FBPA and the Police Department, and each of its members and employees, pursuant to voter approved Initiative Measure D, City Ordinance 672, as adopted on November 4, 1986, are hereby incorporated in full in this agreement. Neither this agreement, nor any of its terms, shall in any way revoke, suspend or terminate the benefits granted by Measure D, Ordinance 672.

ARTICLE 2—DEFINITIONS

1. "Agreement" means the document referenced in Section 3505.1 of the Government Code. It shall be synonymous with the term "Memorandum of Understanding."
2. "FBPA" means the Fort Bragg Police Association, Inc.
3. "Bargaining Unit" shall include all non-management and non-confidential employees of the Fort Bragg Police Department.
4. "Benefit" is a service or compensation other than salary as provided for within this Memorandum of Understanding.
5. "Call Back" is when an employee is called back to work during his/her scheduled off duty hours, not contiguous to his/her shift.
6. "Call In" is when an employee is called in early to work, contiguous to his/her shift.
7. "City" means the City of Fort Bragg.
8. "Classification" means an authorized employee position for which a written position classification description exists and for which the City has provided funding.
9. "Department" means the Fort Bragg Police Department.
10. "Hold Over" is when an employee's shift is extended beyond the normal on-duty time, contiguous with his/her shift.
11. "Relief" shift is any shift worked outside of an employee's regularly assigned hours or days of duty, as determined during the shift rotation and shift selection process. A relief shift is further defined in Article 5, Section 4-3 below.
12. "Lateral New-Hire" is an experienced sworn officer who is hired or re-hired by the City with a minimum of eighteen (18) months of experience as a sworn safety officer with a minimum of a Basic POST certificate.
13. "Personnel Rules and Regulations" means the City of Fort Bragg Personnel Rules and Regulations.

14. "Police Employee" shall include all regular, non-management, non-confidential police employees, including all employees in the following classifications, and any newly created regular, non-management, non-confidential classifications:

~~a. Police Service Technician~~

~~b.a.~~ Community Services Officer

~~e.b.~~ Police Recruit

~~d.c.~~ Police Officer

~~e.d.~~ Police Sergeant

15. "Police Management and/or Confidential Employee" shall include all regular, police management and police department confidential employees, including all employees in the following classifications, and any newly created management and/or confidential classifications:

a. ~~Administrative Supervisor (RES)~~ Police Captain

b. Chief of Police

16. "Sworn Employee" is any non-management member of the Fort Bragg Police Department who is a designated Public Safety Employee by law or City designation, and for whom the City contributes towards a PERS Safety Retirement.

17. "Non-Sworn Employee" is any non-confidential member of the Fort Bragg Police Department who is not a designated Public Safety Employee by law or City designation, and for whom the City contributes towards a PERS Miscellaneous Retirement.

18. "Salary" is the regular hourly or monthly monetary compensation as shown in the salary schedule attached hereto as Appendix A, and/or any salary schedule revision caused by action of the City in response to Ordinance 672.

ARTICLE 3—MANAGEMENT RIGHTS

In order to ensure that the City shall continue to carry out its public safety functions, programs and responsibilities to the public imposed by the law, and to maintain efficient public safety service for the citizens of Fort Bragg, the City continues to reserve and retain solely and exclusively all management rights, regardless of whether they have been exercised in the past, including those rights and responsibilities set forth by law and those City rights set forth in the Fort Bragg Personnel Rules and Regulations. No portion of this Management Rights Article shall be construed to obligate the City in any way. The rights, powers and authorities of the City include, but are not limited to the following:

1. To manage the Police Department and determine its mission, policies and procedures and the right to manage the affairs of the Department.
2. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City and to expand or diminish police services.

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3. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, reassign, discipline, discharge, terminate, demote, reduce, suspend, layoff, reprimand, withhold salary increases and benefits for disciplinary or non-disciplinary reasons, or otherwise take action in accordance with Department or City Personnel Rules and Regulations.
 4. To determine the nature, manner, means, extent, type, time, quantity, standard and level of police services to be provided to the public.
 5. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
 6. To lay off employees of the Police Department because of lack of work or funds or under conditions where continued work would be inefficient or ineffective.
 7. To determine and/or change the police facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which the City police operations are to be conducted.
 8. To determine method of financing.
 9. To plan, determine and manage the Department's budget which includes, but is not limited to, the right to contract or subcontract any work or operations of the Police Department.
 10. To communicate fully and openly with its employees on any subject at any time orally or in writing, both at work or through electronic mail and/or the U.S. Mail.
 11. To determine the size and composition of the Police Department work force, assign work to employees of the Police Department in accordance with requirements determined by the Police Department and to establish and require compliance to work hours, work schedules, including callback, standby and overtime, and assignments.
 12. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, and require compliance therewith. This is not intended to mean the City will establish ticket quotas.
 13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, job specifications, and to reallocate and reclassify employees in accordance with Personnel Rules and Regulations.
 14. To determine the issue of public policy and the overall goals and objectives of the Police Department and to take necessary action to achieve the goals and objectives of the Police Department.
 15. To determine policies, procedures and standards for recruiting, selecting, training, transferring, assigning, dismissing, demoting and promoting employees in accordance with Personnel Rules and Regulations.

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16. To establish, implement and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety and order, and to require compliance therewith.
 17. To evaluate and maintain order and efficiency in police facilities and operation.
 18. To restrict the activity of an employee organization on City facilities and on City time except as set forth in Article 4, "FBPA Rights."
 19. To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.
 20. To make reasonable rules and regulations pertaining to employees consistent with this Agreement.

A. Impact of Management Rights

Where required by law, the City agrees, prior to implementation, to meet and confer or consult with the FBPA over the impact of the exercise of a management right upon the wages, hours, and terms and conditions of employment on FBPA members unless the impact consequences of the exercise of a management right upon FBPA members is provided for in this Agreement, City Personnel Rules and Regulations, or Departmental Rules and Regulations.

B. Authority of Third Party Neutral - Management Rights

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the management rights which are included in this Agreement, exclusive of a competent court having subject matter jurisdiction.

C. No Strike/Job Action Provision

1. Prohibited Conduct:

The FBPA, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, pretended illness, or engage or honor any other form or type of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization during the term of this Agreement.

2. Employee Termination:

Any employee who participates in any conduct prohibited in Section C.1, "Prohibited Conduct," shall be considered on unauthorized absence and shall be subject to discharge or other disciplinary action by the City.

3. FBPA Responsibilities:

- a. In the event the FBPA, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Section C.1, "Prohibited Conduct," the FBPA shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement, and they must cease engaging in conduct prohibited in Section C.1, "Prohibited Conduct," and return to work.
- b. If the FBPA performs all of the responsibilities in good faith set forth in Section C.3.a., "FBPA Responsibilities," its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement and are in violation of Section C.1, "Prohibited Conduct."

ARTICLE 4—FBPA RIGHTS

FBPA employees shall be free to participate in FBPA activities without interference, intimidation, or discrimination in accordance with State law and City policies, rules, and regulations. These rights shall include the following:

1. The right to represent its members before the City Council, City advisory boards, commissions or committees with regard to wages, hours, and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations.
2. The right to be given reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.
3. The right to a reasonable amount of time during regular working hours to represent its members before the City Council or their representatives when formally meeting and conferring on matters within the scope of representation, or on any other activities that the parties agree is in the shared interest of more harmonious relations.
4. The right to payroll deductions made for payments pursuant to Article 26, "Payroll Deductions" herein.
5. The right to the use of a designated bulletin board and/or internal computer mail system by the FBPA.
6. The use of City facilities for FBPA activities, providing that appropriate advanced arrangements are made. The granting of such use may be conditioned on appropriate monetary charges to offset the cost of such use. The FBPA shall not use such facilities for political purposes.

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- a. Reasonable access to employee work locations for officers of the FBPA and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
 - b. The City agrees to provide the FBPA, within sixty (60) days after the signing of this Agreement, two (2) certified copies of the Agreement, and any other newly adopted City/Departmental rule, order, resolution or ordinance pertaining to employees represented by the FBPA.

7. FBPA Release Time Bank

- a. The City agrees to establish and maintain a Release Time Bank to be used for purposes related to FBPA business. Employees may voluntarily donate any accrued leave credits (i.e.: CTO, holiday, vacation) in increments of one (1) hours, except that accrued leave credits for which the employee may not receive compensation upon separation shall not be transferred.
- b. The City shall keep records of donations and withdrawals by FBPA employees for examination and verification annually. The City will report balances to the FBPA on an annual basis each January.
- c. The FBPA must approve in writing any and all use or withdrawals of the Release Time Bank.
- d. The use of the FBPA Release Time Bank is subject to reasonable advance notice and approval by the Chief of Police or his/her designee. The City shall reasonably grant requested time based on operating needs.
- e. Employees terminating their employment with the City who are otherwise to receive compensation for benefits upon their termination as provided for within this Agreement may assign any portion of those benefits they would actually receive to the FBPA Release Time Bank. Such assignment will be deducted from the benefits the employee does receive. No assignments of benefits in excess of those the employee would actually receive may be made. For example, an employee who would qualify to receive thirty percent (30%) cash value for one hundred fifty (150) hours of accrued unused sick leave may assign up to forty-five (45) hours to the Release Time Bank upon separation, with such assignment being deducted from any cash payment made to the employee.

ARTICLE 5—SALARY AND ADDITIONAL COMPENSATION

1. The salary provisions of Initiative Measure D, Ordinance 672, as adopted by the voters on November 4, 1986, are hereby incorporated into this agreement in their entirety. The salary adjustments, if any, shall be implemented as soon as possible after January 1 of each year, and before January 31 unless there is a discrepancy between the City and the FBPA relative to the survey results. In these instances, the discrepancy shall be resolved, and the salary adjustments shall be implemented no later than February 28.

~~2. All employees covered by this MOU shall receive a salary increase of three percent (3%) of their base salary, effective August 29, 2021. All employees covered by this MOU shall receive a salary increase of three percent (3%) of their base salary effective the first full pay period after July 1, 2022. All employees covered by this MOU shall receive a salary increase of three percent (3%) of their base salary effective the first full pay period after July 1, 2023.~~

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~~2. All employees covered by this MOU shall receive the following salary increases, effective the first full pay period after July 1, 2019:~~

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- ~~• Sergeant (all classifications) 0.7% of base salary~~
- ~~• Sworn Officers (all classifications) 0.3% of base salary~~
- ~~• Community Service Officers 0.3% of base salary~~
- ~~• Police Service Technicians 1.0% of base salary~~

~~All employees covered by this MOU shall receive a salary increase of 3% of their base salary on July 1, 2020, less any increase received as of January 1, 2020 resulting from the salary survey referenced in the prior paragraph. If an employee received an increase of more than 3% of base salary as of January 1, 2020 due to the salary survey, no additional salary increase will be received on July 1, 2020.~~

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~~3. After City Council approval of this MOU, all employees covered by this MOU shall split a lump sum amount of \$22,000 in one-time non-PERSable payments. Employees covered by this MOU shall receive a minimum gross payment of \$500 before taxes and deductions. Any employee who worked overtime between March 31, 2019 and May 25, 2019 shall be eligible to receive an additional proportional share of the remaining \$22,000 (after payment of the \$500 minimum) based on total number of overtime hours worked. The City reserves the right at its sole discretion, to distribute this one-time payment prior to July 1, 2019.~~

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~~3. Relief Shift: A relief shift is defined as any shift worked outside of an employee's regularly assigned hours or days of duty, as determined during the shift rotation and shift selection process. Employees who work relief shifts shall receive additional compensation of fifty one dollar cents (\$1.00 50¢) per hour for all hours worked when so assigned.~~

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~~4. This provision is intended to apply to mandatory shift changes that occur after the schedule is posted, including overtime shifts required by the Department. Before the schedule is posted, scheduling is within the sole discretion of management, who will take into consideration the needs of the department and requests of employees when constructing the schedule.~~

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This provision also does not apply to overtime shifts requested by the employee, or any other shifts worked outside of the employee's regularly assigned hours of duty if the shift adjustment is the result of a request by the employee. This provision also does not apply to additional shifts worked due to special events, court appearances, training, or other temporary or brief assignments that are considered to be part of the normal course of duties. Any disagreement regarding the application of a relief shift designation will be decided by the Chief or his appointed representative.

In accordance with California Code of Regulations 571(a) this pay is pensionable through CalPERS.

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3. Swing Shift Differential Pay: Any employee who works the "Swing Shift" as determined during the shift selection process shall receive the additional compensation of one dollar (\$1.00) per hour for the entirety of the "Swing Shift" shift rotation. Any disagreement regarding the application of the Swing Shift shall be decided by the Chief or the Chief's appointed representative.

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In accordance with California Code of Regulations 571(a) this pay is pensionable through CalPERS.

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5.4. Field Training Officer Additional Assignment Pay: The Chief of Police may appoint such personnel as necessary for the positions of Field Training Officer (FTO), Range Master, Defensive Tactics Instructor or Taser Instructor to conduct the training of all ~~new~~ police officer employees as required by POST. An employee designated by the Chief of Police as an ~~FTO training instructor~~ shall receive additional compensation equal to five percent (5%) of his/her salary when so assigned. Additional Assignment Pay is not pensionable through CalPERS.

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6.5. Detective: An employee assigned as a Detective shall receive additional compensation equal to five percent (5%) of his/her salary for all hours worked when so assigned.

7.6. Motor Officer: An employee designated by the Chief of Police as Motor Officer shall receive additional compensation equal to five percent (5%) of his/her salary for all hours worked when so assigned.

It is recognized that an officer assigned as a Motor Officer, FTO or Detective under this article is not "vested" in the position, and serves in the position at the pleasure of the Chief of Police. The appointed employees may change from time to time depending upon the nature of training and/or supervision needed, and/or the needs of the Department.

8.7. Bilingual Pay. An employee who is designated by the Chief of Police (with the approval of the City Manager) to receive bilingual pay shall receive additional compensation equal to five percent (5%) of his/her salary when so assigned. The Chief of Police must determine that a demonstrated need exists for an officer to utilize his/her bilingual skills and to be eligible, an employee must have successfully demonstrated his/her proficiency in a second language.

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~~9-8.~~ Educational Incentive Award. The City shall grant a one-time payment of ~~\$750-2,250.00~~ to each full-time, non-probationary, employee covered under this agreement who has been awarded an Associate of Arts degree (or has completed 60 college semester units or equivalent quarterly units). Each full-time, non-probationary, employee covered under this agreement who has been awarded a Bachelor of Arts/Science (or has completed 120 college semester units or equivalent quarterly units) shall receive a one-time payment of ~~\$13,000.00.~~ Each full-time, non-probationary, employee covered under this agreement who has been awarded a Master's degree (or completed 45 semester units or equivalent quarterly units in a Master's program) shall receive a one-time payment of \$3,750.00. ~~Either degrees-Degrees~~ or units listed may be in any area of study. The one-time payment is paid upon award of the appropriate degree and documentation of such degree, which must be provided to the City within 30 days of earning the degree. Employees who have already received a one-time payment for earning a degree are not eligible for any payment for the same degree. Any eligible employee who is receiving a 2.5% educational incentive pay as of December 31, 2011, shall continue to receive such compensation in lieu of any one-time educational incentive award(s) while in an eligible classification.

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~~10-9.~~ K-9 Officer Pay. An employee assigned as a K-9 Officer shall be compensated for 60 minutes per day, seven days per week, and 365 days per year, for the normal care, feeding, and grooming of the dog as required, which includes: (1) feeding; (2) grooming; (3) training; (4) socializing; (5) maintaining kennel; (6) cleaning of feces; and (7) K-9 socialization and overall happiness. The hours are compensated at the then current overtime rate (time and one-half) based on the then current prevailing minimum wage (\$12 dollars per hour) (hours currently compensated at \$18 dollars per hour). The prevailing minimum wage shall be adjusted automatically for any increases scheduled by operation of law.

The parties agree that 60 minutes per day is a reasonable amount of time a K-9 Officer normally needs for these activities. In the event the K-9 Officer finds that more time than 60 minutes per day is necessary for these activities, it shall be the employee's responsibility to inform the City of such need and receive authorization from the Chief of Police prior to exceeding the 60-minute daily limit. Any additional hours spent in extraordinary care (e.g. times spent in non-routine or emergency veterinary care) shall be reported and compensated at the rate stated herein.

Both parties hereto recognize and agree that the City has the exclusive management right to direct and control Police Department operations set forth herein, including the right to make duty assignments as it sees fit, and the right to discontinue the K-9 Program at any time if, in the City's sole discretion, it is in the City's best interest.

~~11-10.~~ Temporary Assignments. If any employee is temporarily assigned to a lower paid position, the employee shall continue to receive the salary of the original position. If an employee is temporarily required to perform the duties of a higher-paid position for a period in excess of four (4) work days, said employee shall receive additional compensation equal to five percent (5%) of his/her current salary or the salary of the employee so replaced, whichever is less, for the entire period of such assignment. The Human Resources Office

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shall be notified in writing by the Police Chief prior to each such temporary assignment. The Human Resources Office will prepare a Personnel Status Change Report for approval by the Chief of Police and City Manager.

Officer In Charge. Sworn employees in this unit may be assigned by management to temporarily assume the duties of an officer in charge. Such assignments are at the discretion of and must be made by the Police Chief or his or her designee, in writing prior to assignment. There is no requirement or expectation that a shift be staffed with an Officer in Charge or a supervisory level officer.

Employees assigned to an Officer in Charge status shall receive out of class compensation for every shift actually worked in which they have been designated in writing by the Police Chief or his or her designee as the "Officer In Charge." Officer in Charge assignment may be limited to one (1) shift and will be for no longer than four (4) weeks without reassignment confirmed in writing. The Police Chief has sole discretion to terminate the temporary Officer in Charge assignment prior to completion.

Out of class pay for such assignments shall be five percent (5%) above the employee's base hourly rate.

Out of class pay shall apply to any overtime worked in the higher classification (when eligible), but shall not apply to any paid leave taken during the acting assignment.

Qualification for such temporary assignments may be based on placement on an existing promotional list for that assignment, certification or training requirements as determined by the department or by the determination of the Police Chief or designee that the person is qualified.

~~12. Longevity Pay. City agrees to make a one-time payment to employees covered under this MOU in recognition of long term service to the City as follows:~~

~~— \$750 at the beginning of the eleventh (11th) consecutive year of employment, and
— \$1,500 at the beginning of the fifteenth (15th) consecutive year of employment.~~

~~11. Said payments shall be made during the regular pay period in which the anniversary date falls and shall be included in the regular paycheck. Effective August 29, 2021 the City Agrees that:~~

- ~~- After completion of five (5) years of employment with the Fort Bragg Police Department, employees covered under this MOU will receive a one percent (1%) increase in base rate of pay.~~
- ~~- After completion of ten (10) years of employment with the Fort Bragg Police Department, employees covered under this MOU will receive a one percent (1%) increase in base rate of pay.~~

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- After completion of fifteen (15) years of employment with the Fort Bragg Police Department, employees covered under this MOU will receive a one percent (1%) wage increase in base rate of pay.

Longevity Pay is capped at no more than three percent (3%) of base rate of pay. Longevity Pay is not pensionable through CalPERS.

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~~13-12.~~ Salary Upon Promotion. If an employee is promoted, and the salary on promotion guidelines as set forth in the City's Personnel Rules does not result in a minimum of 5% pay increase, the employee shall be promoted to the next higher step in the salary classification. In no event shall the promotion result in a salary higher than the top step of the classification to which the employee is being promoted.

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~~14-13.~~ Shift Differential Pay. Any employee on duty between the hours of 1900 – 0700 hours shall receive an additional compensation of \$2.00 (two dollars) per hour.

~~15-14.~~ Standby Pay. For night shifts, when only two patrol staff are scheduled for duty assigned to work that shift, and there is no Community Service Officer scheduled to work that shift, off-duty patrol officers and patrol sergeants shall be offered the opportunity to **voluntarily** sign up to be the primary call-out (standby) for any event requiring additional or replacement sworn patrol staff. Patrol staff shall sign up for entire shifts and will be compensated for those standby hours as follows:

For night shifts Monday-Thursday employees shall be compensated \$100.00 for the full shift. For night shifts Friday-Sunday employees shall be compensated \$125.00 for the full shift.

Officers who sign up for a standby shift shall be required to respond and be ready for duty in no more than one hour from the time the initial call-out is made. The time of call-out shall be determined based on the time the call was made to the standby employee's primary phone as listed in the Department's official "FBPD Call-out List." Employees who fail to respond within one hour will forfeit any standby pay for that shift.

Employees will be compensated for call-outs starting at the time of call-out so long as no more than thirty (30) minutes elapses before the employee is on active duty, in order to take into account the time it takes to don the appropriate uniform and personal protective equipment.

Employees designated as the "Standby Officer" will be compensated at a rate of one and a half (1.5) times the amount of regular pay at the time of the call-out, and for a minimum of two (2.0) hours. The call-out pay incentive will not apply to an employee designated as the "Standby Officer."

Employees shall be compensated an entire shift's standby pay regardless of whether or not they actually participate in a call-out.

Signing up for standby shifts shall be done based on seniority with officers being ineligible to sign up for two standby shifts in a single work week until all other staff have had the opportunity to select or decline to take shifts. Any discrepancies in sign up procedures shall be decided by the Chief of Police or his/her designee.

All call-outs from a standby list shall be approved by the Chief of Police or his/her designee via phone or in person prior to initiating a call-out. Standing exceptions to this section may be issued in writing by the Chief (i.e. Domestic Violence arrests, felony no-cite warrants, etc.).

Staff is encouraged to use discretion when proactively pursuing arrests which would mandate a standby call-out (i.e. residential probation searches without reasonable suspicion, attempted felony warrant services at a suspect's residence). Additionally, staff should continue to take reasonable precautions to prevent overtime costs related to call-outs.

Standby call-outs shall not be used to cover unexpected compensatory time off or vacation time without the express approval of the standby employee and the Chief of Police or his/her designee.

ARTICLE 6—EDUCATION REIMBURSEMENT PROGRAM

The City agrees to participate in an Education Reimbursement Program to assist employees covered by this MOU in continuing their advanced education in acceptable job-related fields. This program shall be available with the following limitations:

1. To the extent funding is available, the City shall provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$750 per fiscal year. Only costs for required course materials (not including computers) for approved courses shall be deemed reimbursable through this program. The City Manager may approve additional amounts on a case-by-case basis.
2. Regular full-time employees may be eligible for reimbursement of tuition fees and book costs for academic courses taken in pursuit of a college degree or education undertaken to maintain or improve skills related to work performance in the employee's current position which are attended on employee's own time.
3. Reimbursement shall only be available to employees who have received prior approval from the City Manager, prior to beginning of class(es) and if funds are available within the Departmental budget.

ARTICLE 7—HEALTH, DENTAL AND VISION INSURANCE

1. For purposes of this Article, the following definitions shall apply:
 - a. Legally Separated - A court action separating an employee from his/her spouse. This definition shall be used for the sole purpose of determining coverage under the City Health

Plan(s). The insurance provider shall determine if a legally separated spouse is eligible for coverage under the City Health Plan(s).

- b. Domestic Partner – A domestic partner as defined under California Family Code section 297.

2. Health, Dental and Vision Insurance

- a. City shall provide health, dental and vision insurance plans for employees and shall make such plans available for any dependents. The City's insurance provider shall determine if a legally separated spouse is eligible for coverage under the City's group health, dental and vision plans.
- b. Effective January 1, 2012, the City shall pay 80% and the employee shall pay 20% of the premiums required for the health and dental plans. The City shall pay 100% of the premiums for the vision plan.
- c. Employees enrolled in the High Deductible Health Plan will receive a total benefit allowance equal to 80% of the premium for the "traditional" health plan for payment of the High Deductible Health Plan premium with the balance, if any, to be paid into a Health Savings Account. Employees may choose to contribute additional funds to a Health Savings Account on a pre-tax basis via payroll deductions in accordance with IRS guidelines.
- d. Employees may elect to opt out of the City's health plan, in which case the employee will receive a contribution of \$200 per pay period towards optional insurance premiums. The \$200 contribution will be paid to the employee as taxable income. Should an employee's spouse or domestic partner also work for the City, only one employee of the marriage/partnership shall receive health benefits as defined above.

3. Health & Dental Insurance Upon Retirement

- a. **For employees hired on or after January 1, 2012:** Retirees are not eligible to participate in the City's post-employment health and dental insurance benefit plans.
- b. **For employees hired on or after July 1, 2007:** The City agrees that employees/retirees only, with a minimum of ten (10) years of full-time employment with the City, may remain on the City's health and dental insurance plans until retiree reaches Medicare eligibility age. The retiree is responsible for the full cost of insurance premiums for retiree-only coverage which shall be paid to the City in a timely manner. Failure to pay premiums within 30 days of payment due date will result in termination of participation in the plan(s). This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving Public Employee Retirement System (PERS) benefits upon retirement from the City of Fort Bragg, and who maintain continuous retiree status with CalPERS.

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- c. **For employees hired between July 1, 2004 and June 30, 2007:** The City agrees to pay, for employee/retiree only, the costs of health and dental insurance in the City-approved plan after the retirement of any employee who has a minimum of ten (10) years full-time employment with the City. This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving Public Employee Retirement System (PERS) benefits upon retirement from the City of Fort Bragg, and who maintain continuous retiree status with CalPERS. Said retiree shall be terminated from the group health plan when the retiree reaches Medicare eligibility age. For those retirees, the City will provide a City-paid supplemental prescription plan when they switch to Medicare and it becomes their primary coverage.
- d. **For employees hired between January 1, 1992 and June 30, 2004:** The City agrees to pay, for employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after the retirement of any employee who has a minimum of ten (10) years full-time employment with the City. This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving Public Employee Retirement System (PERS) benefits upon retirement from the City of Fort Bragg, and who maintain continuous retiree status with CalPERS.
- e. **For employees hired prior to January 1, 1992:** The City agrees to pay, for employee/retiree, the costs of health and dental insurance in the City-approved plan(s) after the retirement of any employee who has a minimum of ten (10) years full-time employment with the City. This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving PERS benefits upon retirement from the City of Fort Bragg, and who maintain retiree status with CalPERS.
- 1) The City will make available health and dental insurance in the City-approved plan(s) for retiree's spouse (if employee is married at time of retirement) or domestic partner (if employee has said domestic partner at time of retirement) of any employee who was hired prior to January 1, 1992, has a minimum of ten (10) years employment with the City, and whose last day of employment preceding retirement was with the City of Fort Bragg and who immediately begins receiving regular (i.e. based on time of service) PERS benefits under the 2% at 55 Plan (Government Code Section 21251.13) for non-sworn employees or the 2% at 50 Plan (Government Code Section 21250.01) for sworn employees, upon retirement from the City of Fort Bragg. Employees must be at least sixty (60) years of age at retirement provided however, an employee may retire earlier if permitted under one of the above PERS Plans in which case the retiree and/or spouse/domestic partner will be responsible for the costs of spousal/domestic partner insurance until retiree reaches the age of sixty (60).

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- 2) Paid health insurance for a retiree's spouse/domestic partner will be provided in the City-approved plan(s) based on the City paying ten (10) percent of the cost of spousal/domestic partner coverage after ten (10) years of employment with the City and an additional ten (10) percent for each full year of employment thereafter. Any costs not paid by the City based on this formula must be paid by the retiree and/or spouse/domestic partner.
 - 3) Dental insurance for the retiree's spouse/domestic partner will be made available in City-approved plan(s), but any cost of such spousal/domestic partner coverage must be paid for by the retiree and/or spouse/domestic partner, unless it is included in the retiree's plan and results in no additional cost to the City.
4. The City will provide no vision care plan or coverage for retirees or their spouses/domestic partners.
 5. In all cases in which the retiree is responsible for all or part of any health and/or dental premium, failure to pay premiums within 30 days of payment due date will result in termination of participation in the plan(s).

ARTICLE 8—LIFE AND DISABILITY INSURANCE

1. City agrees to provide the policy and pay premiums for life insurance for employees in the amount of \$50,000.
2. Non-sworn employees covered under this Agreement may participate in the group long term disability insurance program as offered by the City. For details of the program see the certificate of insurance on file in the City Human Resource Office. The City shall pay half the cost of the program with the balance to be paid (withheld) through payroll deductions.
3. The City agrees to provide and maintain an optional group long term disability insurance coverage, in lieu of State Disability Insurance, for sworn employees. The plan shall be the PORAC Group Long Term Disability Program, and shall contain the following benefits:
 - a. 66 2/3% of your pre-disability earning, reduced by deductible income.
 - b. Benefit waiting period of sixty days, with a reduced benefit available after thirty days of 33 1/3%.
 - c. Maximum Benefit Period to age 65 years, injury, illness and pregnancy.
4. The City agrees to pay half of the monthly premium costs of the PORAC Long Term Disability Insurance for each participating employee, with the remaining premium costs to be paid by the participating employee via payroll deductions. The cap on the City's portion of premium costs for the period of this MOU shall be \$10.75 per month for each participating employee.

ARTICLE 9—UNIFORMS AND EQUIPMENT

1. The purpose of the uniform and equipment cleaning and replacement allowance is to provide for purchase, replacement and cleaning of uniforms and equipment.
2. Uniform Allowances:
 - a. All sworn classifications shall receive a uniform cleaning and replacement allowance which shall be paid twice monthly in equal installments on the first two pay periods of each month. All FBPA represented sworn personnel shall receive a \$1,200 per year uniform allowance.
 - b. Non-sworn employees who are required to wear a uniform (i.e., Community Service Officers and Police Recruits), shall receive a uniform cleaning and replacement allowance of \$1,000 per year paid twice monthly in equal installments on the first two pay periods of each month.
 - c. Non-sworn employees (other than Community Service Officers and Police Recruits), required to wear a uniform, shall receive \$300 per year paid twice monthly in equal installments on the first two pay periods of each month. This increase will be effective the beginning of the first pay period following adoption of a new MOU by the City Council.
 - d. Employees on extended leave for personal or medical reasons for periods of one month or more shall receive reduced uniform allowances commensurate with their absence from active duty.
 - e. A new employee shall receive a prorated amount from the first day of the month following his/her hire date and a six-month advance for purchase of initial uniform and/or equipment.
3. Vests: The City agrees to provide each sworn employee with a protective vest of such quality as approved by Federal standards. The Chief of Police shall consider the employee's individual preference in terms of vest style, fit, size, and quality when ordering a replacement vest. Vests shall be replaced as necessary considering wear, safety and certification of the vest, but in all cases within manufacturer's guidelines, and no City provided vest shall be issued and/or worn upon expiration of certification. This section shall not be construed as to require the purchase and replacement of existing vests assigned to current personnel. The vest shall remain the property of the City. Upon termination of employment with the City, the employee may purchase the vest assigned to him/her at a prorated cost based upon the original cost of the vest and the remaining months of usable service (based upon five (5) years of usable service). Any officer who requests a vest shall be required to wear it while on duty as a uniformed patrol officer.
4. Damaged Uniform/Equipment Replacement: Upon approval of the City Manager or his/her designee, and in accordance with the provisions of California Government Code Section 53240 and Appendix C of this MOU, employees shall be paid the cost of replacing or repairing clothing or prosthesis or other personal property, or articles of clothing or

property necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty without fault of the employee, or stolen from City facilities. If items are damaged beyond repair, the actual replacement value of such shall be paid. The value of such items shall be determined as of the time of damage thereto. No claims shall be authorized for repair or replacement of items of personal property used on City business unless they have a value greater than Forty Dollars (\$40.00). In any case, reimbursement for replacement or repair shall be limited to \$150 per item and an aggregate maximum of \$400 per incident. This provision shall not apply to items lost due to negligence by the employee.

5. Equipment Purchase Loan Plan: All employees represented by this agreement shall have the option of entering into equipment purchasing loan plan with the City, which may be utilized to assist the employee to purchase equipment that may be used, both on and off duty, to improve the employee's job performance. This plan has the following limitations.
 - a. The loan total shall not exceed Three Thousand Dollars (\$3000).
 - b. Employee cannot add to an existing loan without the recommendation and expressed permission of the Chief of Police.
 - c. Employee agrees to pay an interest rate equal to the Local Agency Investment Fund (LAIF) rate paid to the City plus one-quarter percent (.25%), as of the date of the loan.
 - d. Loans shall be repaid via payroll deductions. Loans of less than \$1000 shall be paid back in 26 equal installments. Loans between \$1000 and \$2000 shall be paid back in 52 equal installments. Loans between \$2000 and \$3000 shall be paid back in 78 equal installments. Upon separation, if employee has not paid the entire balance due by the time his or her final paycheck is issued, the City will deduct the balance of the loan from the final paycheck.
 - e. The employee shall provide documentation such as an invoice or receipt to serve as proof of purchase prior to issuance of the loan.
 - f. Employee shall sign a payroll deduction authorization form for the amount calculated by the Finance Department.
 - g. Employee shall receive approval prior to the purchase of any equipment for which this program is anticipated.

ARTICLE 10—WORK SCHEDULES

1. A work period for sworn employees covered under this Agreement shall consist of an eighty (80) hour duty shift assignment during a fourteen (14) day work period.
2. The work period shall be from 0001 hours Sunday to 2400 hours Saturday of each calendar week. The pay period shall consist of two consecutive seven-day work periods.
3. The actual duty shift assignments shall be one of the following plans:

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- a. 5-8 Plan: Five eight-hour work days followed by two consecutive days off during each seven-day work period.
 - b. 9 Plan: Four nine-hour work days and one eight-hour work day with two consecutive days off during first work period, followed by four nine-hour work days with three consecutive days off during second work period. This could be interchangeable with days off; however, the total pay period would only amount to eighty (80) hours during each fourteen-day pay period.
 - c. 4-10 Plan: Four ten-hour work days followed by three consecutive days off during each seven-day work period.
 - d. 12 Plan: Alternating three- and four-day work weeks, with four and three consecutive days off respectively, not to exceed 80 hours per fourteen-day pay period.
4. Exceptions to Section 1 shall include the following:
 - a. The first (Sunday) of a new shift rotation period shall constitute a new work period, thus allowing the employee to work in excess of stated consecutive days as stated in Section 1.
 - b. When in conjunction with assigned training days, days off may be changed and/or split to allow the employee to attend a training session uninterrupted.
 5. Employees in the position of Community Services Officer (CSO) are provided up to fifteen (15) minutes at the start of their shift to put on required OSHA approved gear and fifteen (15) minutes at the end of the shift to remove the same gear.
 6. Scheduling is and shall remain a management prerogative. Nothing in the provisions of this or other Articles shall be construed so as to contravene that fact. The parties agree that the Chief of Police, with the City Manager's approval, has the discretion to determine work schedules.
 7. Daily hours of work (or shifts) for employees of the Fort Bragg Police Department shall be assigned by the Chief of Police, as required in accordance with other provisions of this Agreement.
 8. Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the Chief of Police, and such absences shall be noted on the employee's time sheet.
 9. Rest and meal periods: All sworn employees are on call during the lunch and rest periods for emergency traffic.

ARTICLE 11—OVERTIME

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1. For non-sworn employees covered by this Agreement, hours worked beyond eight (8) hours per day and/or forty (40) hours per week shall be calculated to the nearest half hour worked and shall be compensated at one and one-half (1.5) times the employee's hourly rate of pay.
 2. For sworn employees covered by this Agreement, the City shall pay an amount equal to one and one-half (1.5) times the employee's regular hourly rate of pay for all hours worked in excess of their daily assigned work schedule, and/or all hours worked in excess of eighty (80) hours during the fourteen (14) day pay period. Any change of assignment or work days in violation of any applicable section of Article 10 of this Agreement, as revised, shall be compensated at overtime rate.
 3. Overtime definition: Overtime is defined as a City-required act or time expenditure by an employee in excess of the employee's regularly scheduled work period. Overtime as defined above shall include, but not be limited to, any and all mandatory meetings, briefings, weapons qualifications, classes or courses, court appearance, travel and special assignments.
 4. A sworn employee who must travel for City business for any reason shall be scheduled to travel on his/her normal work day and/or shift, whenever possible, and such travel on his/her normal work day and/or shift shall not constitute overtime (i.e., time and one-half rate) except if such travel time causes the employee to exceed eighty (80) hours in a normal fourteen (14) day work period. Entitlement to overtime compensation shall be in accordance with the Fair Labor Standards Act.
 5. Overtime Work Approval: It is the policy of the City that overtime is to be discouraged, therefore overtime shall be approved in advance, when practicable. In case of emergency, however, or whenever public interest or necessity requires, the Chief of Police, or his/her designee, may require and authorize any employee to perform overtime work.
 6. Employees shall not receive overtime compensation while traveling to and from non-mandatory training as such travel time is not "hours worked."
 7. The work period, including hours of work, shall be established for each employee in writing. Employees shall not report to work more than fifteen (15) minutes prior to their established shift and shall not remain at their work station after the end of their established shift unless prior authorization is received from the Chief of Police or his/her designee. Employees who voluntarily report to work early, stay late, or "visit" at the Police Station during scheduled off-duty hours shall not receive overtime compensation for such hours, as such hours are not "hours worked."
 8. **Callback Pay:** Callback is when an employee is called back to work during scheduled off-duty hours. Call-outs shall be authorized at the sole discretion of the Chief of Police or his/her designee and shall apply only to those situations where an employee is requested to immediately report for at least two (2) hours of duty during a scheduled day off. Compensation for call-out will be two (2.0) times the hourly rate. An Officer or Sergeant who is the designated standby officer, will not be eligible for call-out pay at (2.0) times

hourly rate. Employees will be compensated for call-outs starting at the time they are called for duty, so long as the employee is on active duty in no more than thirty (30) minutes after receiving the call-out, in order to take into account the time it takes to don the appropriate uniform and personal protective equipment..

9. Call In Pay: Call In is when an employee is called in early to work, contiguous to his/her shift, and shall be paid at time and one-half (1.5) pay for the actual hours worked in addition to the contiguous start of the normal shift.
10. Court Pay:
 - a. Employees who are called back to duty or subpoenaed to give testimony in court about events arising out of their employment on off-duty time, shall be compensated at the rate of time and one-half (1.5) the employee's regular rate of pay with a minimum compensation of two (2) hours.
 - b. Employees shall continue to receive the minimum compensation in instances wherein the employee is given less than 24-hour notice of cancellation of a scheduled court appearance, except:
 - 1) There shall be no compensation pay or guarantee in the event that such testimony is canceled, and the employee works any shift between the time of cancellation and the scheduled court appearance.
 - 2) There shall be no compensation pay or guarantee in the event that such testimony is scheduled contiguous to the employee's regular duty shift.
 - 3) There shall be no compensation or pay in the event an employee failed to call the Police Department Police Services Technician who handles court subpoenas twenty-four (24) hours prior to the scheduled court appearance.
 - c. The City shall reimburse all expenses incurred by an employee for court appearances outside the city limits of Fort Bragg.
11. Hold-Over Pay: Hold-over shall be paid at time and one-half (1.5) pay for the actual hours worked in addition to the contiguous end of the normal shift.

ARTICLE 12—JURY DUTY

Any employee summoned to serve on jury duty during an on-duty day shall be entitled to a leave of absence with full pay for such period of time as he/she may be required to attend the court in response to such summons. Proof of jury service shall be provided to the Human Resource Department for each pay period when jury duty pay is requested. The employee may retain such payment as may be allowed for travel, lodging, and meal expenses. The employee shall not be required to submit to the City compensation received from the Court for jury duty in order to receive full pay and expenses referenced above.

ARTICLE 13—FAMILY AND SICK LEAVE

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1. Accrual: Sick leave will accrue at a rate of eight (8) hours per month beginning at commencement of employment and may be accrued with no maximum limit. A lateral new-hire shall be credited with 24 hours of sick leave as of date of hire.
 2. Personal Use: Sick leave may be used as it is accrued, subject to approval by the Chief of Police during the first ninety days of employment.
 3. Family Care Use: Accrued sick leave may be used for care of the current spouse/domestic partner, children, siblings and parents (be they natural, adoptive, step or foster of the employee or their current spouse/domestic partner), grandparent or grandchild. An employee who is a victim of domestic violence, sexual assault, or stalking may use a maximum of twenty-four (24) hours of sick leave per calendar year to tend to any related issues, including leave and court appearances.
 4. Documentation: Employee Absence forms must be filed in all cases and a physician's certification may be required at the discretion of the Chief of Police or City Manager for absences of three (3) consecutive days or more.
 5. Compensation on Separation: Upon separation after two or more years of service an employee shall be paid for thirty (30) percent of unused, accrued sick leave up to a maximum accrual of one thousand (1,000) hours, provided such compensation is not applicable if an employee is discharged for cause. (This provision is not applicable where sick leave is otherwise converted for other credit.)
 6. Conversion: Sick leave accrued in excess of eight hundred (800) hours may be converted to vacation on the basis of three (3) hours of vacation time for each ten (10) hours of sick leave accrued and converted. Employees who have accrued sick leave in excess of one thousand (1,000) hours may convert, one time annually, up to twenty-five (25) percent of the hours in excess of one thousand (1,000) to vacation time without loss of remaining sick leave balance, provided, in both instances, that such conversion is not applicable if an employee is discharged for cause. Conversions may be made once each year in the month of December.
 7. Transfer: An employee may transfer accrued sick leave to another employee in cases of emergency subject to review and approval by the Chief of Police and/or the City Manager on a case-by-case basis and in compliance with the Personnel Rules and Regulations.
 8. Family and Medical Leave: As provided for in the Federal Family and Medical Leave Act of 1993, as amended, the California Family Rights Act and the Personnel Rules and Regulations.

ARTICLE 14—INDUSTRIAL INJURY LEAVE

The City agrees to comply with all State and Federal statutes, regulations and rulings with respect to compensation of employees who suffer industrial injury or illness.

ARTICLE 15—BEREAVEMENT LEAVE

The City shall grant a leave of absence with pay for up to three (3) days when a member of the employee's or employee's spouse or domestic partner's immediate family dies. "Immediate

family" means parent, current spouse or domestic partner, child, stepchild, grandparent, grandchild, brother, sister, step-siblings, current mother-in-law or current father-in-law, current son-in-law, daughter-in-law, sister-in-law or brother-in-law. The City, in its discretion, may require some proof that a death in the family has occurred. Bereavement leave is available only within seven (7) days of the death or funeral, unless the employee has made arrangements with the City regarding its use at a later date. In the event of long distance travel requirements, the Chief of Police may approve a total of five (5) total working days leave.

ARTICLE 16—OTHER TYPES OF LEAVE

1. **Leave of Absence without Pay:** Leave of absence without pay shall be as provided in Personnel Rules and Regulations.
2. **Military Leave:** Military Leave shall be as provided in Personnel Rules and Regulations.
3. **Special Administrative Leave:** Special Administrative Leave may be granted to personnel of the Fort Bragg Police Department upon the recommendation of the Chief of Police and approval of the City Manager in the event that such personnel have been involved in a homicide, serious act, or other action that would require such personnel to be absent from duty pending an investigation by the Police Department or an outside agency. This special leave shall not cause any loss of compensation or any other benefit.

A psychological counseling program for personnel involved in events as described above has been approved and made available through the City's Employee Assistance Program.

ARTICLE 17—VACATION

1. **Accrual:** All full time probationary and regular employees shall accrue vacation as follows:

88 hours annually for	1 to 3 years of service (i.e. 0-36 months)
120 hours annually for	4 to 9 years of service (i.e. 37-120 months)
160 hours annually for	10 years of service and longer (i.e. more than 120 months).
2. **Accumulation:** Vacation time can be accrued to a maximum of 240 hours except that an employee with ten (10) years or more (i.e. more than 120 months) of City service may accumulate up to a maximum of 320 hours.
3. In addition to the above, a fifth (5th) week of vacation shall be accrued by each represented employee at the start of their 16th year of employment (i.e. at the 181st month). For non-sworn employees, this provision is effective beginning of the first pay period following adoption of the MOU by the City Council.
4. **Vacation purpose:** In order to work efficiently and be satisfied in his/her position with the City, it is essential that employees take reasonable vacation time in order to remain mentally refreshed and alert in the performance of their duties.

-
5. Use of vacation: Vacation leave may be taken as it accrues. The date of vacation may be selected by the employee on a seniority basis within each classification, but shall be approved by the Chief of Police, who shall consider the wishes of the employee and the needs of the Department.
 6. Other Provisions: See Personnel Rules and Regulations.

ARTICLE 18—COMPENSATORY TIME OFF

1. Employees may choose to accumulate overtime earned in a Compensatory Time Off bank. Compensatory Time Off may be accumulated to a maximum of one hundred ~~108~~eighty (120) hours.
2. Each December 31, the City ~~may, at its option, shall~~ pay off all accumulated compensatory time to each employee at the current salary rate and each employee cannot accrue any additional compensatory time until after December 31, of the same year.

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ARTICLE 19—RETIREMENT PLAN

1. The City offers the following Public Employees' Retirement System (PERS) plans:
 - a. Local Classic Miscellaneous Employees' Plan defined as the "Miscellaneous 2% at 55" Plan.
 - b. Local Non-Classic Miscellaneous Employees' Plan defined as the "Miscellaneous 2% at 62" Plan.
 - c. Local Classic Safety Employees' Plan defined as the "Local Safety 2% at 50" Plan.
 - d. Local Non-Classic Safety Employees' Plan defined as the "Local Safety 2.7% at 57" Plan.

The Classic Safety Plan is modified to include Social Security benefits to be integrated with PERS benefits. Effective October 15, 1985, the Classic Miscellaneous Retirement Plan was converted to Full PERS Benefits plus Social Security.

2. Effective, January 1, 2013, sworn and non-sworn employees shall pay their full member share of the CalPERS contributions, as follows:
 - a. For Miscellaneous Non-Classic Employees: Fifty (50) percent of the normal cost.
 - b. For Safety Non-Classic Employees: Fifty (50) percent of the normal cost.
 - c. For Miscellaneous Classic Employees: 7% of reportable compensation.
 - d. For Safety Classic Employees: 9% of reportable compensation.

Effective July 1, 2018, in addition to paying the 7.0% or 9.0% member contribution, classic employees covered by this Section shall pay, through payroll deduction, an additional

1.0% of reportable compensation towards the City's costs, for a total contribution of 8.0% (miscellaneous) or 10.0% (safety) of reportable compensation toward pension benefits, as permitted by Cal. Gov. Code Section 20516.

ARTICLE 20—PROBATIONARY PERIOD

1. The initial probationary period for all employees of the Fort Bragg Police Department, regardless of classification, shall be eighteen (18) months from the date of employment.
2. The probationary period for all reinstated employees shall be as defined in Section 9 of the Personnel Rules and Regulations.
3. The probationary period for all employees reclassified shall be as defined in Section 3 of the Personnel Rules and Regulations.
4. The probationary period for all employees promoted to a higher classification shall be as defined in Section 5.2.2 of the Personnel Rules and Regulations.
5. The probationary period for sworn lateral new-hires shall be twelve (12) months. Merit increase schedule is not affected by this provision.

ARTICLE 21—TRAVEL REIMBURSEMENT

Employees shall be reimbursed for expenses incurred while on assignment outside the Mendocino County area as delineated in this section. All travel expenses shall be authorized in advance by the Police Chief.

1. Lodging: Lodging shall be reimbursed at actual cost substantiated by a receipt. Reimbursement for lodging and/or meal costs shall be limited to the following:
 - a. Lodging costs shall include local taxes, but exclude tips, porter's fees, telephone, room service, movies, valet, etc.
 - b. Receipts are required for all lodging costs.
 - c. Vouchers received without lodging receipts shall be returned to the traveler. In the event a lodging receipt is lost, it is the employee's responsibility to obtain a duplicate.
2. No receipts, other than lodging, shall be required unless specifically required by POST.
3. Meals: Meals shall be reimbursed at the following per diem rates and subject to the conditions in Section 4:

Breakfast: \$10.00
Lunch: \$15.00
Dinner: \$25.00

Employees shall be eligible to claim breakfast subsistence pay if they are in travel status as of 6:00 a.m. Employees shall be eligible to claim lunch subsistence pay if they are in

travel status between the hours of 11:00 a.m. and 2:00 p.m. Employees shall be eligible to claim dinner subsistence pay if they are in travel status as of 6:00 p.m.

4. Meals Provided During Travel:

0 to 3 Hours.....	None
3 to 6 Hours.....	One
6 to 10 Hours.....	Two
10+ Hours.....	Three

For each meal claimed under this Section, the employee shall be reimbursed the amount currently paid at the rate listed above related to the pertinent time of day. All travel requests will include function description.

5. Private Vehicle: The City shall reimburse employees of this unit for use of their private vehicles on City business at the rate allowed by the Internal Revenue Service. Prior to the use of their private vehicle, employees must provide the City with a Certificate of Insurance on the form provided by the City which evidences that the employee has Comprehensive Automobile Liability Insurance or Business Automobile Liability Insurance in an amount equal to or greater than the current requirements established by REMIF.
6. Rental Cars: Size of rental cars must be justified if larger than compact. When using a rental vehicle, the employee must keep log of daily mileage and pay for any mileage charge when car is used for personal business.
7. First Class Travel: First class travel cannot be used, unless the additional cost is paid by the employee.
8. Telephone: Long distance telephone calls charged must specify the number and name of agency called.
9. Tickets: Copy of tickets used for travel must always be furnished with claim.

ARTICLE 22—EMPLOYEE PERSONNEL FILE

1. In the event that a written reprimand is placed in an employee's personnel file, the reprimand shall be purged from the file thirty-six (36) months after the date of the reprimand.
2. In the event that an employee is suspended or compensation is reduced for four days or less, and a notice of such discipline is placed in the employee's personnel file, the notice and all accompanying and related documents shall be purged from the file sixty (60) months from the ending date of the suspension. However, suspensions of more than four (4) days, reduction in rank or other discipline with the financial equivalent thereof, shall not be purged.

-
3. Written commendable incident memoranda and letters of commendation from the public placed in an employee's personnel file shall not be purged.
 4. Any comment adverse to an employee's interest that is placed into his/her personnel file, or any other file used for personnel purposes, shall be in strict adherence to the provisions of Government Code Section 3300 et seq., which is hereby incorporated into this Agreement by reference.

ARTICLE 23—GRIEVANCE PROCEDURE

1. A grievance may be filed by the FBPA on its own behalf, by the FBPA on behalf of any member of the Bargaining Unit, and/or by any member of the Bargaining Unit on their own behalf, for any violation of any section of the Memorandum of Understanding, and/or any violation of any General Order, Management Memorandum, or any other Departmental Rule, Regulation, or Policy.
2. The grievance procedure shall be pursuant to Personnel Rules and Regulations.

ARTICLE 24—DISCIPLINE

1. Basis for Discipline: The tenure of every employee holding a regular, non-probationary appointment in the classified service shall be conditioned upon good behavior and fit and efficient service. Any employee may be disciplined; including discharged, suspended or reduced in rank or compensation for good cause, pursuant to the Personnel Rules and Regulations.
2. Employee discipline shall be administered pursuant to the Personnel Rules and Regulations.
3. Investigative Procedures: Any investigation of a complaint of misconduct, or for any other reason, against any employee represented by the FBPA, shall be in strict adherence to the provisions of Government Code Section 3300 et seq., which is hereby incorporated into this Agreement by reference.

ARTICLE 25—HOLIDAYS

1. The City agrees to pay full-time regular sworn and non-sworn employees represented by the FBPA who are required to regularly work on holidays noted in Section 4, below, ninety-six (96) holiday hours per year at one and one-half (1.5) times the employee's hourly rate which shall be paid in two (2) equal installments, separate from any other salary payment, during the first pay period in June and December.
2. Full-time probationary employees shall be paid for holidays on a prorated basis based upon eight (8) holiday hours per full month worked.
3. Part-time employees shall be paid for holidays on a prorated basis based upon the number of hours worked.

4. Specified holidays for all non-sworn, full-time probationary and regular employees are as follows:

- a. New Year's Day
- b. Martin Luther King Jr. Birthday
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. ~~Columbus-Indigenous People's~~ Day
- h. Veteran's Day
- i. Thanksgiving Day
- j. Day After Thanksgiving
- k. Day before Christmas
- l. Christmas
- m. Every day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving.

ARTICLE 26—PAYROLL DEDUCTIONS

The City will make available a payroll deduction system for employee contributions to financial institutions of employee's choice and for payment of FBPA dues.

ARTICLE 27—DEFERRED COMPENSATION PLANS

The City agrees to continue in effect the deferred compensation plans approved by resolution of the City Council.

ARTICLE 28—SIGNATURE CLAUSE

FOR THE CITY OF FORT BRAGG:

FOR THE FORT BRAGG POLICE
ASSOCIATION, INC.:

DATE: _____

DATE: _____

TABATHA MILLER
CITY MANAGER

ANTHONY MELENDEZCHRIS AWAD
PRESIDENT

DATE: _____

DATE: _____

KEITH F. COLLINS
CITY ATTORNEY

OSCAR LOPEZ
VICE-PRESIDENT

ATTEST:

JUNE LEMOS, CMC
CITY CLERK

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APPENDIX A—COMPENSATION PLAN

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 07-04-2021. Resolution 4407-2021.
Cost of Living Adjustments FY 2021-22

				Step 1	Step 2	Step 3	Step 4	Step 5
Community Services Officer (FBPA)								
Hourly				20.80	21.84	22.93	24.08	25.28
Bi-Weekly				1,664.00	1,747.20	1,834.40	1,926.40	2,022.40
Monthly				3,605.33	3,785.60	3,974.53	4,173.87	4,381.87
Annual				43,264.00	45,427.20	47,694.40	50,086.40	52,582.40
Police Sergeant Intermediate POST (FBPA)								
Hourly				38.63	40.56	42.59	44.72	46.96
Bi-Weekly				3,090.40	3,244.80	3,407.20	3,577.60	3,756.80
Monthly				6,695.87	7,030.40	7,382.27	7,751.47	8,139.73
Annual				80,350.40	84,364.80	88,587.20	93,017.60	97,676.80
Police Sergeant Advance POST (FBPA)								
Hourly				40.84	42.88	45.02	47.27	49.63
Bi-Weekly				3,267.20	3,430.40	3,601.60	3,781.60	3,970.40
Monthly				7,078.93	7,432.53	7,803.47	8,193.47	8,602.53
Annual				84,947.20	89,190.40	93,641.60	98,321.60	103,230.40
Police Officer Basic POST (FBPA)								
Hourly				30.34	31.86	33.45	35.12	36.88
Bi-Weekly				2,427.20	2,548.80	2,676.00	2,809.60	2,950.40
Monthly				5,258.93	5,522.40	5,798.00	6,087.47	6,392.53
Annual				63,107.20	66,268.80	69,576.00	73,049.60	76,710.40
Police Officer Intermediate POST (FBPA)								
Hourly				31.86	33.45	35.12	36.88	38.72
Bi-Weekly				2,548.80	2,676.00	2,809.60	2,950.40	3,097.60
Monthly				5,522.40	5,798.00	6,087.47	6,392.53	6,711.47
Annual				66,268.80	69,576.00	73,049.60	76,710.40	80,537.60
Police Officer Advance POST (FBPA)								
Hourly				33.42	35.09	36.84	38.68	40.61
Bi-Weekly				2,673.60	2,807.20	2,947.20	3,094.40	3,248.80
Monthly				5,792.80	6,082.27	6,385.60	6,704.53	7,039.07
Annual				69,513.60	72,987.20	76,627.20	80,454.40	84,468.80
Police Recruit (1040 hours; FBPA)								
Hourly				24.56				

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN							
Reso XXXX-2019 Fort Bragg Police Association Cost of Living Adjustments Effective July 7, 2019							
			Step 1	Step 2	Step 3	Step 4	Step 5
Community Services Officer (FBPA)							
Hourly			19.91	20.90	21.95	23.04	24.20
Bi-Weekly			1,592.80	1,672.00	1,756.00	1,843.20	1,936.00
Monthly			3,451.07	3,622.67	3,804.67	3,993.60	4,194.67
Annual			41,412.80	43,472.00	45,656.00	47,923.20	50,336.00
Police Sergeant Basic POST (FBPA)							
Hourly			33.21	34.87	36.61	38.44	40.37
Bi-Weekly			2,656.80	2,789.60	2,928.80	3,075.20	3,229.60
Monthly			5,756.40	6,044.13	6,345.73	6,662.93	6,997.47
Annual			69,076.80	72,529.60	76,148.80	79,955.20	83,969.60
Police Sergeant Intermediate POST (FBPA)							
Hourly			35.03	36.78	38.62	40.55	42.58
Bi-Weekly			2,802.40	2,942.40	3,089.60	3,244.00	3,406.40
Monthly			6,071.87	6,375.20	6,694.13	7,028.67	7,380.53
Annual			72,862.40	76,502.40	80,329.60	84,344.00	88,566.40
Police Sergeant Advance POST (FBPA)							
Hourly			37.02	38.87	40.81	42.85	45.00
Bi-Weekly			2,961.60	3,109.60	3,264.80	3,428.00	3,600.00
Monthly			6,416.80	6,737.47	7,073.73	7,427.33	7,800.00
Annual			77,001.60	80,849.60	84,884.80	89,128.00	93,600.00
Police Officer Basic POST (FBPA)							
Hourly			27.41	28.78	30.22	31.73	33.32
Bi-Weekly			2,192.80	2,302.40	2,417.60	2,538.40	2,665.60
Monthly			4,751.07	4,988.53	5,238.13	5,499.87	5,775.47
Annual			57,012.80	59,862.40	62,857.60	65,998.40	69,305.60
Police Officer Intermediate POST (FBPA)							
Hourly			28.79	30.23	31.74	33.33	34.99
Bi-Weekly			2,303.20	2,418.40	2,539.20	2,666.40	2,799.20
Monthly			4,990.27	5,239.87	5,501.60	5,777.20	6,064.93
Annual			59,883.20	62,878.40	66,019.20	69,326.40	72,779.20
Police Officer Advance POST (FBPA)							
Hourly			30.20	31.71	33.30	34.96	36.71
Bi-Weekly			2,416.00	2,536.80	2,664.00	2,796.80	2,936.80
Monthly			5,234.67	5,496.40	5,772.00	6,059.73	6,363.07
Annual			62,816.00	65,956.80	69,264.00	72,716.80	76,356.80
Police Recruit (1040 hours; FBPA)							
Hourly			21.64				
Bi-Weekly			1,731.20				
Monthly			3,750.93				
Annual			22,505.60				
Police Services Technician (FBPA)							
Hourly			19.81	20.80	21.84	22.93	24.08
Bi-Weekly			1,584.80	1,664.00	1,747.20	1,834.40	1,926.40
Monthly			3,433.73	3,605.33	3,785.60	3,974.53	4,173.87
Annual			41,204.80	43,264.00	45,427.20	47,694.40	50,086.40

APPENDIX B—INITIATIVE MEASURE D, ORDINANCE 672

Section 1: Purpose.

The public health, safety, and welfare of the residents of said City of Fort Bragg demand competent, qualified, trained, and experienced police officers and employees of its Police Department. This goal can only be reached and maintained in the future by maintaining compensation, salaries, and benefits competitive with other law enforcement agencies within the County of Mendocino of the State of California.

Section 2: Salary.

Beginning the first day of the month following the effective date of this ordinance, and the first day of January of each succeeding January thereafter, the City Council of said City of Fort Bragg shall determine the then existing monthly salaries of each classification of like or comparable grades or ranks (including experience, education, and training) of the Police Department of the City of Willits and the City of Ukiah of said County of Mendocino, State of California, and of the Sheriff's Department of said County of Mendocino, State of California. The average of the salaries for each of the comparable grades or ranks (including experience, education, and training) of the members of the Police Department of the said City of Willits, the Police Department of the said City of Ukiah, and the Sheriff's Department of the said County of Mendocino shall be the minimum salaries payable by the said City of Fort Bragg to the members and employees of its Police Department of the same or comparable grades or ranks (including experience, education and training) as so adjusted on the first day of the month following the effective date of this ordinance, and the first day of January of each succeeding January thereafter.

Section 3: Benefits and Additional Compensation.

Except as provided in immediately preceding Section 2 hereof, all other benefits and additional compensation provided or payable by said, City of Fort Bragg to or for the members and employees of its Police Department shall be no less than those set forth in Resolution No. 1296-85 ("A Resolution Of The City Council Of The City Of Fort Bragg Adopting The Compensation Plan For Fort Bragg Police Employees") as passed and adopted at a regular meeting of the City Council of the City of Fort Bragg January 14, 1985.

APPENDIX C—LOST, STOLEN OR DAMAGED PERSONAL PROPERTY

I. PURPOSE

The purpose of this Appendix is to further define the policy and procedure for the reimbursement of costs for lost, stolen or damaged personal property (i.e.: watches, glasses, rings, etc.) as set forth in Section 700.3 of the Fort Bragg Police Department Policy Manual, as revised.

The personal property which will be reimbursed will include:

Cap	Chemical Agent
Cap piece	Hand Gun
Pants	Baton
Necktie	Flashlight
Jacket(s)	Whistle
Belts	Watch
Smooth toe shoes	Glasses (sun or prescription)
Boots	Duty Rifle
Rings	Duty Bag
Rain Gear	
Departmental Badge	
Duty Belt	
Ammunition Cases	
Handcuff Cases	
Handcuffs	
Holster	
Baton Ring	
Shirt	

II. OBJECTIVE

It will be the policy of the City to reimburse at actual cost, any articles of personal property that are lost, stolen or damaged when it occurs in the line of duty.

III. ORGANIZATIONS AFFECTED

Police Department

IV. PROCEDURES

1. For reimbursement of lost, stolen or damaged personal property, a form shall be completed stating the day, time and circumstances that the incident occurred.
2. Attached to the form shall be a receipt (for the replacement item or the original purchase receipt) supporting the request for reimbursement.
3. The form shall be signed by the person filing for reimbursement, the supervisor on duty at the time the incident occurred and the City Manager.

Lemos, June

From: Jacob Patterson <jacob.patterson.esq@gmail.com>
Sent: Friday, August 6, 2021 2:09 PM
To: Lemos, June; Munoz, Cristal
Subject: Public Comment -- 8/9/21 CC Mtg., New Item No. 5B (as amended)

City Council,

I have reviewed the redline of the new MOU with the FBPA and I recommend that you approve the recommended changes, which I assume reflect your closed session direction. The changes seem appropriate considering higher than usual inflation this past year. The other new or amended provisions also all seem reasonable and prudent.

Regards,

--Jacob



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-398

Agenda Date: 8/9/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Scope of Work

Agenda Number: 5C.

Approve Scope of Work for a Classification and Compensation Study

The City's goal is to attract and retain qualified employees. Therefore, the overarching objective of this study is to hire a consultant to develop and implement a credible Classification and Compensation Plan. The purpose of the Classification and Compensation Study is to address changes in the City's operations and staffing over the past years, address anomalies within the current classification and pay systems, ensure the attraction and retention of qualified employees, ensure parity amongst positions; align salaries commensurate with assigned duties; outline career pathing and promotional opportunities; justify pay differential between individual classes; provide City staff competitive wages commensurate with other comparator government agencies; and take into consideration current employment trends - such as demographics, digitization, micro-credentials and re-skilling the workforce.

The City desires to have a final product that is sustainable and that allows for new positions to be incorporated into the structure as well as maintain classifications to remain competitive over time with the limited budgetary and staffing restrictions of a small municipality.



CITY OF FORT BRAGG

REQUEST FOR PROPOSALS FOR CLASSIFICATION AND COMPENSATION STUDY

The City of Fort Bragg is seeking proposals from qualified professional consulting services interested in contracting with the City of Fort Bragg to conduct a citywide classification and compensation study.

The City will select one firm, based on demonstrated competence and cost effective approach to design, conduct and assist in the implementation of a citywide classification and compensation study.

AGENCY DESCRIPTION

The City of Fort Bragg is a general law City, with a five-member City Council and operates under the Council-Manager form of government. The Council appoints the City Manager, who appoints other City Officials and is charged with overseeing the City's daily operations.

The City provides a wide range of services to its residents including public protection through the Police Department, the construction and maintenance of streets and infrastructure, water service, community development, financial management and administrative services. Special Districts and Joint Powers Authorities (JPAs) under the jurisdiction of the City provide emergency services, fire protection, wastewater treatment, and redevelopment services throughout the City.

The City of Fort Bragg is located approximately 165 miles north of San Francisco and 188 miles west of Sacramento. The city occupies 2.7 square miles, 1/3 is zoned industrial, consisting primarily of property owned and operated by Georgia Pacific Corporation. Fort Bragg is the largest city on the scenic Mendocino coast. The mild climate and picturesque coastline makes the City a popular tourist and recreational area.

The City employs approximately 60 employees consisting of 4 part-time and 56 regular full-time employees. During the busy tourist season, the City traditionally hires four temporary employees for parking enforcement and to help maintain city streets and parks.

The City of Fort Bragg's geographical location and physical size of the City creates unique challenges for the recruitment and retention of qualified staff. The relative remoteness of the city attracts tourists and recreational enthusiasts and keeps local hotels and restaurants busy in the tourist season, primarily during the months of April to September. The off season months of October through March are much slower and coincide with the traditional rainy season where the city normally receives most of its annual rainfall. The city's businesses are heavily focused on tourism, such as hotels and restaurants. A recent and emerging industry is cannabis.

The heavy focus on tourism can make finding professionals and skilled tradespersons a true challenge. It can be very difficult for family members to find jobs that will satisfy a family's income needs in today's two wage earner household environment. In addition, the City is experiencing a shortage of affordable housing which has been exacerbated by the current COVID-19 pandemic.

The City's current Classification and Compensation plan has developed over time. The most recent compensation plan was approved July 26, 2021. The City has not conducted a classification and

compensation study, except on a very limited individualized basis, for well over a decade. As an exception to the aforementioned statement, those classifications covered under the Fort Bragg Police Association (FBPA) Memorandum of Understanding are required by City ordinance to have annual compensation studies conducted. Since the FBPA classifications are conducted annually, those positions will not be included in this classification and compensation study. In addition, the City Manager classification will also be excluded to help foster a fair and unbiased study. Over time, classifications have been added, revised, and removed based on economic realities present at the given time in a somewhat haphazard way due to a variety of factors. Due to all of the factors mentioned above, the City Council has requested a Classification and Compensation study to be done. Currently, the City's position listing consists of 39 individual classifications, however only permanent full time classifications need to be incorporated into the study.

GOALS AND OBJECTIVES

The City's goal is to attract and retain qualified employees. Therefore, the overarching objective of this study is to develop and implement a credible Classification and Compensation Plan. The purpose of the Classification and Compensation Study is to address changes in the City's operations and staffing over the past years, address anomalies within the current classification and pay systems, ensure the attraction and retention of qualified employees, ensure parity amongst positions (i.e. similar work with essentially the same level of complexity, responsibility, knowledge, skills, and abilities are classified together); align salaries commensurate with assigned duties; outline career pathing and promotional opportunities; justify pay differential between individual classes; provide City staff competitive wages commensurate with other comparator government agencies; and take into consideration current employment trends – such as demographics (there are currently 5 generations in the workforce), digitization, micro-credentials and re-skilling the workforce.

The City desires to have a final product that is sustainable that allows for new positions to be incorporated into the structure as well as maintain classifications to remain competitive over time with the limited budgetary and staffing restrictions of a small municipality.

PURPOSE

The consultant shall perform or provide the following:

- a) Perform a comprehensive evaluation of every job in the City to determine proper classification, level of responsibility, place in organization hierarchy, pay range and steps within pay range.
- b) Prepare and present study to ad hoc Committee, employee groups, and City Council.
- c) Recommend implementation strategies that are reflective of the City's compensation philosophy that any compensation increases must be sustainable and conditioned upon the current and long-term fiscal ability of the City to pay for that level of total compensation while maintaining an engaged and effective work force and continuing to provide the level and mix of services to the public while maintaining prudent reserves.

SCOPE OF WORK

All work will be done with the assistance of the City's ad hoc Classification and Compensation Committee ("Committee"). The Committee consists of key personnel from various functional areas and management levels to ensure adequate representation of employees being affected by this study. Regular presentations and meetings with the Committee and incorporation of their input into the process is expected. A final report including findings and recommendations shall be presented to City Council.

The study shall evaluate the present classification and compensation structure as compared to the City's comparator agencies. The City recommends comparator agencies be selected based on public sector best practice and published works on economic factors that determine compensation, including: similarity of an agency's revenue mix; number of employees; services provided; per capita general fund revenue; and demographics such as city population, area of city, and cost of living.

Classification

1. A comprehensive evaluation of every job within the City (City Manager, temporary, seasonal, and FBPA bargaining unit classifications excepted) to determine proper classification, level of responsibility, place in organizational hierarchy, pay range, and steps within pay range.
2. Review current classification system methodology and propose recommended strategic methodology.
3. Conduct interviews and/or job audits as appropriate, using City provided position description questionnaires (PDQs), Exhibit B, individually or in groups based upon body of work, team alignment and classification series.
4. Update classifications to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications (separated by Education, Experience, Knowledge/Skills/Abilities (KSAs), Certifications/Licenses, Desirables), physical demands, sensory requirements, and environmental factors.
5. Identify distinct groups and specific codes per Fair Labor Standards Act (FLSA), Officials & Administrators, Professionals, Technicians, Paraprofessionals, Administrative Support, Skilled Craft Workers, Service Employees and status (exempt or non-exempt).
6. Identify opportunities to convert career ladder positions to series, outlining promotional requirements to move from position to position.
7. Provide finalized class specifications and/or recommend suitable classification for each employee, outlining discrepancies between existing and proposed classifications by Department.
8. Recommend a maintenance plan that allows Human Resources/Management Team to keep classification system current and equitable over time. This includes annual activities and the review of individual classifications.

Compensation

9. Review of current compensation schedule (position, salary grade levels, and steps) as well as challenges in recruiting and retaining employees.
10. Provide recommendations for comparator agencies for the study who have similar classifications of employees who may compete for similarly qualified positions. Key criteria for selecting comparator agencies is outlined in the Scope of Work section.
11. Conduct a comprehensive compensation and benefits survey, including the value of the total benefits package to employees and the total cost to the employer of salary and all benefits, including:
 - a. Salary – base salary, employer paid retirement contributions, longevity pay, certification pay, educational incentive, special assignment or special duty pay, standby pay, bonus pay, employer paid insurance contributions.
 - b. Benefits – health, dental, vision, life insurance, accidental death and dismemberment (AD&D), short term disability (STD), long term disability (LTD) retirement
 - c. Leave Benefits – holiday leave, floating holiday leave, sick leave, vacation, management leave, administrative leave, maximum accruals.
12. Conduct salary surveys from selected comparators and establish benchmark standards.
13. Address compaction issues and future pay compression related to the increase in minimum wage and recommendations to remedy situations.
14. Identify and recommend competitive market position based on the current career level of staff and estimated turnover, allowing the City to run a consistent program.
15. Provide outline for determining starting pay for all new hires that considers experience, licensure, or difficult to fill positions.

16. Recommend appropriate salary ranges for each position based on the classification plan, compensation survey results and internal classification relationships and equalities, identifying any individual or group inequities and providing corrective action for remediation.
17. Recommend implementation strategies (including the cost of implementation by Department) addressing key compensation practices, skill pay, certification pay, bilingual pay, promotional pay, special duty pay and acting assignment pay.
18. Recommend implementation measures for Human Resources/Management Team plan(s) appropriate for the City's financial position.

PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send a complete digital proposal, collated into one PDF document, five (5) printed copies of the completed proposals and cost bid so that it is received by the City no later than **2:00 p.m. on September 10, 2021** to:
City of Fort Bragg
Attention: June Lemos, CMC, City Clerk
416 North Franklin Street
Fort Bragg, CA 95437
jlemos@fortbragg.com
2. Format: Printed proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper with removable bindings, bound in a single document and organized in sections following the order specified under contents.
3. Contents: Proposal shall contain the following information:
 - A. Firm Description
Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.
 - B. Relevant Experience
Describe relevant experience, including list of all agencies your firm has completed similar projects for in the last five years.
 - C. Key Personnel Qualifications
Identify key personnel who would work on the project as assigned, their respective roles, and a synopsis of relevant experience. When responding, please address the following questions:
 1. How long has the present management team been in place? Provide resumes with background information on the lead staff members who would be assigned to this study project.
 2. Have you ever withdrawn from implementation of a study prior to completion of the project? If so, why?
 3. Provide a description of how your firm will staff the project; outline the tasks/responsibilities of staff members and approximate allocation of each respective staff member associated with the study.
 - D. References
List of public agencies or clients for whom similar work has been performed, with the name, title, and phone number of a contact person. The City may request a copy of a similar report prepared previously by the firm for another agency.

- E. Scope of Work
Provide an explanation of tasks associated with the project, including how you propose to complete each task.
- F. Study Design and Approach Work Plan
A detailed work plan and schedule is required for this project. Consultant Work Plan must include, but not be limited to the following:
1. The City's responsibilities
 2. Consultant responsibilities
 3. Project milestones
 4. Target dates
 5. Critical decision points
 6. Project evaluation
 7. Other resource needs
 8. Any assumptions or constraints identified by the consultant
- G. Budget and Schedule of Charges
Provide a "Not to Exceed" amount and a list of Personnel Rates, Equipment Charges, Travel Reimbursement Costs, and other fees. The proposal must contain a detailed line item budget showing the total cost of proposed services for each component listed in Item E (Scope of Work) by phase and a total for the project.
- Fee schedules and other proposed costs included with the submitted Proposal shall remain effective for 90 days beyond the submitted date. Proposals without the required cost information will not be considered.
- H. Work Schedule
Provide a time schedule for completion of work.
- I. Insurance
The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, their agents, representatives, employees or subcontracts as set forth in Section 5.0 of Exhibit A which is attached hereto and incorporated by reference herein. Any requests for reduction in the insurance amount shall be included in the proposal. The consultant shall bear all costs associated with the required insurance.
- L. Consultant Agreement
The City's standard Professional Services Agreement is attached as Exhibit A. Please identify if your firm would have any issues with the provisions of the City's standard consulting services agreement. All requests for amendments to language in the agreement **must** be included in the proposal.

EVALUATION CRITERIA

Proposals will be evaluated on the basis of the following criteria:

- Capabilities and resources of the firm.
- Qualifications and experience of key individuals.
- Experience of the firm.
- Schedule for completion of work.
- Cost of services.

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the course of the selection process.

Proposals will be reviewed and evaluated by the City ad hoc Committee and a recommendation for award of contract will be presented to the Fort Bragg City Council.

OTHER CONSIDERATIONS

The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Fort Bragg reserves the right to negotiate with any qualified respondents or to cancel, in part or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

RFP SCHEDULE

RFP Release	August 10, 2021
Deadline for Written Questions	August 24, 2021
Proposals Due (2:00 p.m.)	September 10, 2021
Interviews	TBD
Selection	October 11, 2021

QUESTIONS

Questions should be directed to:

Juli Mortensen
City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437
Email: jmortensen@fortbragg.com

ATTACHMENTS

Exhibit A – City’s standard Professional Services Agreement

Exhibit B – City’s Position Description Questionnaire (PDQ)



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-415

Agenda Date: 8/9/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5D.

Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

At a special meeting on March 24, 2020, the Fort Bragg City Council ratified the City Manager's Proclamation declaring a local emergency due to COVID-19 in its Resolution No. 4242-2020.

Since that date, the Council has adopted the following resolutions reconfirming the existence of a local emergency:

Date	Resolution No.
April 6, 2020	4245-2020
April 20, 2020	4247-2020
May 11, 2020	4250-2020
May 26, 2020	4253-2020
June 8, 2020	4266-2020
June 22, 2020	4270-2020
July 13, 2020	4284-2020
July 27, 2020	4289-2020
August 10, 2020	4294-2020
August 31, 2020	4300-2020
September 21, 2020	4304-2020
October 13, 2020	4317-2020
October 26, 2020	4319-2020
November 9, 2020	4323-2020
November 23, 2020	4329-2020
December 14, 2020	4333-2020
December 22, 2020	4340-2020
January 11, 2021	4343-2021
January 25, 2021	4347-2021
February 22, 2021	4358-2021
March 8, 2021	4363-2021
March 22, 2021	4366-2021
April 12, 2021	4376-2021
April 26, 2021	4381-2021
May 10, 2021	4385-2021
May 24, 2021	4391-2021
June 14, 2021	4396-2021
June 28, 2021	4405-2021
July 12, 2021	4418-2021
July 26, 2021	4422-2021

The City is required to reconfirm the existence of a local emergency every 21 days pursuant to Fort Bragg Municipal Code Section 2.24.040.

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
CONFIRMING THE CONTINUED EXISTENCE OF A LOCAL
EMERGENCY IN THE CITY OF FORT BRAGG**

WHEREAS, California Government Code section 8630 empowers the Fort Bragg City Council to proclaim the existence of a local emergency when the City is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City; and

WHEREAS, California Government Code section 8558(c) states that a “local emergency” means the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city; and

WHEREAS, COVID-19, a novel coronavirus causing infectious disease, was first detected in China in December 2019 and has spread across the world and to the United States. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the Governor of the State of California and the Public Health Officer of the County of Mendocino have both issued Shelter-in-Place orders to combat the spread of COVID-19; and

WHEREAS, on March 17, 2020 the City Manager, as the City’s Director of Emergency Services, issued Proclamation No. CM-2020-01 declaring a local emergency as authorized by Government Code section 8630 and Fort Bragg Municipal Code section 2.24.040(B); and

WHEREAS, at a special meeting on March 24, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4242-2020, ratifying the City Manager’s Proclamation declaring the existence of a local emergency; and

WHEREAS, at a special meeting on April 6, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4245-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on April 20, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4247-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 11, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4250-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 26, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4253-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 8, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4266-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 22, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4270-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 13, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4284-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 27, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4289-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on August 10, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4294-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on August 31, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4300-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on September 21, 2020, the City Council of the City of Fort Bragg adopted Resolution 4304-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 13, 2020, the City Council of the City of Fort Bragg adopted Resolution 4317-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 26, 2020, the City Council of the City of Fort Bragg adopted Resolution 4319-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 9, 2020, the City Council of the City of Fort Bragg adopted Resolution 4323-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 23, 2020, the City Council of the City of Fort Bragg adopted Resolution 4329-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on December 14, 2020, the City Council of the City of Fort Bragg adopted Resolution 4333-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on December 22, 2020, the City Council of the City of Fort Bragg adopted Resolution 4340-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 11, 2021, the City Council of the City of Fort Bragg adopted Resolution 4343-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 25, 2021, the City Council of the City of Fort Bragg adopted Resolution 4347-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on February 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4351-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on February 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4358-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on March 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4363-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on March 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4366-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on April 12, 2021, the City Council of the City of Fort Bragg adopted Resolution 4376-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on April 26, 2021, the City Council of the City of Fort Bragg adopted Resolution 4381-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 10, 2021, the City Council of the City of Fort Bragg adopted Resolution 4385-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 24, 2021, the City Council of the City of Fort Bragg adopted Resolution 4391-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 14, 2021, the City Council of the City of Fort Bragg adopted Resolution 4396-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 28, 2021, the City Council of the City of Fort Bragg adopted Resolution 4405-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 12, 2021, the City Council of the City of Fort Bragg adopted Resolution 4418-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 26, 2021, the City Council of the City of Fort Bragg adopted Resolution 4422-2021 by which it continued the local emergency;

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the City Council of the City of Fort Bragg that for reasons set forth herein, said local emergency shall be deemed to continue to exist until the City Council of the City of Fort Bragg, State of California, proclaims its termination; and

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg will review the need for continuing the local emergency at least once every 21 days until the City Council terminates the local emergency; and

BE IT FURTHER RESOLVED that this resolution confirming the continued existence of a local emergency shall be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, as well as the Mendocino County Office of Emergency Services.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9th day of August, 2021 by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:**

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-417

Agenda Date: 8/9/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5E.

Adopt City Council Resolution Approving the Temporary Water Sharing Agreement Between the City of Fort Bragg and the Fort Bragg Unified School District

The Temporary Water Sharing Agreement, if approved, allows the City to extract water from the District's Well on a temporary basis to supplement the City's water supply. The water would be treated on or near site and injected into the City's water system to supplement supply during the water emergency. Unless extended, the agreement would expire on October 1, 2021.

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING THE TEMPORARY WATER SHARING AGREEMENT BETWEEN
THE CITY OF FORT BRAGG AND THE FORT BRAGG UNIFIED SCHOOL
DISTRICT**

WHEREAS, the City of Fort Bragg (“City”) has experienced significantly less rainfall in the last twenty-four (24) months than would be considered normal; and

WHEREAS, the water flow in the Noyo River has declined to and below water levels in the summer of 1977, which is the worst drought on record for the City of Fort Bragg; and

WHEREAS, historically, in the months of August, September and October, the Noyo River experiences high tides, where the gravitational pull between the sun and the moon increase tide levels to a foot or two higher than normal tide levels. High tides during periods of low flow levels on the Noyo River increase salinity content and shorten pump run times, impairing the City’s ability to replenish water supply from the Noyo River; and

WHEREAS, the weather forecasts continue to show no significant rainfall in the area in the coming weeks and months; and

WHEREAS, City is the owner of a public water system that supplies water within and just outside its boundaries; and

WHEREAS, on March 5, 2021, the USDA declared that 50 counties in California, including Mendocino County were designated as a primary natural disasters area due to recent drought; and

WHEREAS, on April 21, 2021, Governor Newsom declared a state of emergency in Mendocino County due to drought conditions; and

WHEREAS, on July 12, 2021, the Fort Bragg City Council declared a Stage 2 Water Warning for the Fort Bragg Water System; and

WHEREAS, a public hearing is scheduled for the regular City Council Meeting on August 9, 2021 for the City Council to consider declaring a Stage 3 Water Emergency for the Fort Bragg Water System; and

WHEREAS, the Fort Bragg Unified School District (“District”) is the owner of certain real property (“District Property”) located in the City of Fort Bragg, Mendocino County, California; and

WHEREAS, the District Property includes water supply improvements, including, but not limited to a groundwater well and pump (collectively, “Well”), which District uses to supply water for the District’s various irrigation and consumption needs; and

WHEREAS, current drought conditions have the potential to cause harm to the health, safety and welfare of the residents, visitors and businesses who depend on the City’s Water

System as their sole and primary source of water used for consumption, health and sanitation; and

WHEREAS, City desires to extract certain supplies of water from the Well during times of water shortage in order to treat and inject the water back into the Fort Bragg Water System; and

WHEREAS, the Temporary Use of the District’s Well water is exempt pursuant to the California Environmental Quality Act (“CEQA”) and Title 14, the California Code of Regulations (“CEQA Guidelines”), Section 15269 (c) as an emergency project to prevent or mitigate an emergency; and

WHEREAS, based on all the evidence presented, the City Council finds as follows:

1. It is in the best interest of the City’s Water System customers to provide sufficient water to ensure the health, sanitation and safety of its customers.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the Temporary Water Sharing Agreement and authorizes the City Manager to execute the same.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9th day of August, 2021, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**
- RECUSED:**

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk

TEMPORARY WATER SHARING AGREEMENT

This WATER SHARING AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 2021, (“**Effective Date**”) by and between FORT BRAGG UNITED SCHOOL DISTRICT (**District**) and CITY OF FORT BRAGG (“**City**”) (each individually a “**Party**” and collectively, the “**Parties**”).

1. RECITALS

A. District is the owner of that certain real property (“**District Property**”) located in the City of Fort Bragg, Mendocino County, California, more particularly identified as Mendocino County Assessor Parcel Number _____.

B. The District Property includes water supply improvements, including, but not limited to a groundwater well and pump (collectively, “**Well**”), which District uses to supply water for the District’s various irrigation and consumption needs.

C. City is the owner of a public water system that supplies water within and to select customers just outside its boundaries.

D. City desires to extract certain supplies of water from the Well during times of water shortage in order to treat and inject the water back into the City’s water supply system.

E. District has agreed to assist the City in meeting its water supply needs on a temporary basis upon the terms and conditions of this Agreement.

NOW THEREFORE, the Parties agree as follows:

2. **TERM.** The primary term of this Agreement shall begin on the Effective Date and remain in effect until October 1, 2021 (“**Primary Term**”) unless both Parties mutually agree to an extension (“**Extended Term**”). All of the provisions of this Agreement shall bind the Parties during any Extended Term. The Primary Term and the Extended Term shall be collectively referred to herein as the “**Term**”.

3. **RIGHTS OF USE.** District grants the City the following rights under this Agreement (collectively, the “**Authorized Use**”):

A. to extract water from the Well for treatment and subsequent injection into the City’s existing water supply system on an intermittent basis; and

B. to construct certain temporary improvements to convey water from the Well to temporary treatment facilities on or near the District Property (“**Improvements**”), and add it to the City’s water system through a nearby hydrant.

4. **RESTRICTIONS ON USE.** City shall exercise the Authorized Use subject to the following limits and restrictions:

A. Restriction on Use of Water. City agrees to use water from the Well solely within the boundaries of the City, City further agrees to abide by any and all local, state and federal laws governing water use.

B. Operation of Well. District shall operate and maintain the Well at all times.

C. Priority of Use. The Parties agree that the first priority use of water from the Well shall at all times be for reasonable use on District Property. The Parties shall each be entitled to use as much of the water produced by the Well during the Term as they desire as long as there is no interference with any other Party's use or the priority set forth in this section. The Parties agree to work together to equitably schedule the use in order to achieve equitable water distribution consistent with this priority. The Parties further agree that water from the Well under this Agreement shall be used only after the City has exhausted all other reasonably available sources of water, and City agrees to coordinate with District whenever it intend to exercise its rights under this Agreement.

5. **OWNERSHIP AND MAINTENANCE**. District shall ensure that at all times the Well is connected to power sources suitable for use of the pump for extraction of water from the Well. Ownership of the Well shall at all times remain with the District, and District shall at all times maintain the Well. Should any element of the Well require maintenance, repair, or replacement, District shall promptly cause such maintenance, repair, or replacement to occur at District's expense. Ownership of the Improvements shall at all times remain with the City, and City shall at all times maintain the Improvements at its sole cost.

6. **MEASUREMENT**. Prior to extraction of water from the Well, City shall purchase and install a meter capable of measuring and recording City's water use from the Well, at City's sole cost.

7. **PAYMENT**. As consideration for the water pumped and taken by the City under this Agreement, District shall receive a credit on its water bill from the City equal to the amount of water diverted by the City as measured by the meter. City shall provide District with a monthly total of water diverted from the Well under this Agreement.

8. **NON EXCLUSIVE**. District hereby reserves to itself the right to use the District Property for any purposes that will not interfere with the City's exercise of its rights under this Agreement. Notwithstanding the foregoing, District agrees not to grant any other rights of use in the Well during the Term.

9. **INDEMNIFICATION AND INSURANCE**. City shall fully indemnify, hold harmless, and defense District for any and all liability related to or arising out of the exercise by City of the rights granted under this Agreement. In addition, the Parties each agree to protect, indemnify and hold harmless the others from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, incurred by, or asserted against any one of the Parties by reason of the actions of the other Party on the District Property. The obligations under this Section 9 shall survive any termination of this Agreement. During the Term, all Parties, at their own cost, shall maintain

comprehensive liability and property damage insurance on the District Property in the amount of One Million Dollars (\$1,000,000.00) combined single limit per occurrence. Documentation of all coverage, including additional insured certificates and endorsements, shall be provided to a Party upon request.

10. **NO GUARANTY AS TO QUANTITY.** District does not make any guaranty concerning the quantity or quality of water agreed to be taken under this Agreement or concerning the continuing availability of water in the future as a result of natural causes or regulatory actions by the State of California or any regulatory agency thereof.

11. **MISCELLANEOUS.**

A. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Unless otherwise expressly set forth in this Agreement, any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the Parties.

B. Remedies for Breach. Because water is a scarce and precious resource, the Parties will not have an adequate remedy at law and thus may request a court of competent jurisdiction to order equitable remedies, to compel the other Party to limit or curtail pumping of water in a manner that violates the terms and conditions of this Agreement. This remedy shall be available whether or not any other remedies available for enforcement of this Agreement are available or pursued.

C. Notice. Any notice or communication required or permitted hereunder shall be in writing and shall be delivered personally, delivered by nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, or sent by electronic transmission (subject to confirmation of such electronic transmission). Any such notice or communication shall be deemed to have been given (i) when delivered, if personally delivered, (ii) three (3) Business Days after it is deposited with a nationally recognized overnight courier service, if sent by nationally recognized overnight courier service, (iii) the day of sending, if sent by email prior to 5:00 p.m (PT). or the next succeeding day if sent by email after 5:00 p.m. (PT) or (iv) five (5) days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the following address or email address, or to such other address or addresses or email address as such Party may subsequently designate to the other Parties by notice given hereunder:

District: Fort Bragg Unified School District
Attention: Nancy Klein
312 S Lincoln Street
Fort Bragg, CA 95437
Phone: (707) 961-2850
Email: nklein@sclscal.org

City: City of Fort Bragg
Attention: Tabatha Miller, City Manager
416 North Franklin Street

Fort Bragg, CA 95437
Phone: (707) 961-2823
Email: tmiller@fortbragg.com

D. Attorney's Fees. In the event a dispute should arise concerning this Agreement resulting in suit or litigation, the prevailing Party shall be entitled to attorneys' fees and reasonable costs.

FORT BRAGG UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Its: _____

CITY OF FORT BRAGG

By: _____
Name: _____
Its: _____

Lemos, June

From: Jacob Patterson <jacob.patterson.esq@gmail.com>
Sent: Monday, August 9, 2021 3:59 PM
To: Lemos, June; Munoz, Cristal
Cc: Miller, Tabatha; Smith, John
Subject: Public Comment -- 8/9/21 CC Mtg., Item No. 5E, FBUSD Water Agreement

City Council,

I am concerned about the impacts of Item 5E on the water wells of neighboring and nearby properties in the vicinity of FBUSD's wells. I understand the school district has been using their existing wells primarily for landscaping and field irrigation. I am not sure if the existing wells are pulling from a larger groundwater source (e.g., an underground aquifer) but that should be studied prior to the City pumping additional water from these wells. The draft agreement doesn't specifically identify the locations of the water wells but the wells on different FBUSD property have the potential to impact the availability of water in other nearby wells in the vicinity of each well that will now have significantly higher volumes of water being pumped by the City in addition to the existing water used by FBUSD for their own purposes. This agreement addresses the instance when FBUSD might be impacted by the City's extraction of groundwater from these wells but it does not address the potentially significant impacts to private water wells that could be impacted by the increased pumping.

I believe this project will have potentially significant impacts on the environment that should be studied and addressed prior to the City proceeding with this plan to extract water from FBUSD's water wells. For example, the proposed Hare Creek Center development project on Todd's Point studied the impact of the project on nearby residential water wells. The City should similarly study the impact of its plan to tap into the local groundwater supplies through the FBUSD wells on existing residential water wells in the vicinity of each FBUSD well that the City proposes to use. I am particularly concerned about the water wells to the east of the high school if a well on the FBUSD's property at the high school is going to be used for this purpose because there are numerous homes to the east of the high school that use private wells to supply their water.

The draft resolution asserts that the project is statutorily exempt from further environmental review under CEQA as a specific action necessary to prevent or mitigate an emergency but the resolution does not explain how or why this particular exemption applies to this project. I recognize that it is possible the exemption in section 15269, subdivision (c), applies to this temporary project in a way it would not for a permanent or longer-term project because the City has declared a water emergency but there are specific requirements for when this exemption can apply to a project and the resolution doesn't explain how or if these requirements are met for this proposed project.

I encourage the City to look into this and perhaps add a provision to the agreement that addresses the need to halt the City's extraction of water from FBUSD's wells if there are specific complaints from neighboring property owners or residents and/or if there is evidence that the City's extraction of water is impacting those neighboring wells. Right now, the agreement only addresses the situation if FBUSD's water supply and needs are impacted by the City's extractions but is silent on the other parties that may be impacted. It hardly seems acceptable for the City to tap into local groundwater aquifers that also serve local residential water wells to supplement the City's other water sources if that dramatically increased demand on the groundwater supplies may cause private residential wells that are sourcing water from the same groundwater supplies to run dry or have dramatically reduced flows.

Regards,

--Jacob



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-420

Agenda Date: 8/9/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Council Letter

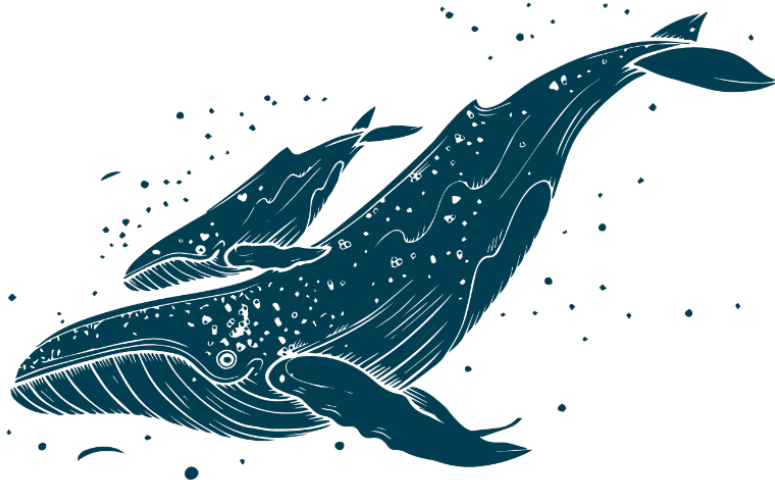
Agenda Number: 5F.

Approve Letter to Property Owners and Businesses located in the Central Business District
City Council is implementing a number of economic development tools to support and help
revitalize downtown. This message from City Council will be part of a mailing to all property
owners and businesses within the Central Business District zoning designation.

August 9, 2021

Dear Fort Bragg Property/Business Owner,

All property owners and businesses within the Central Business District zoning designation are receiving this mailing. The Central Business District, or “CBD,” represents the civic, cultural and commercial center of the City. Our downtown has experienced a number of setbacks in recent years – many related to the decline of logging/fishing industries, impacts of 2009 recession, proliferation of online sales, deferred maintenance of buildings, chronic vacancies or nuisance conditions, and most recently the COVID-19 pandemic.



City Council is implementing a number of economic development tools aimed to support the CBD. The purpose of focusing resources downtown is to help create a sense of place and pride for our community; a vibrant commercial center with lively pedestrian activity that will have a ripple effect throughout the City, strengthening our economy and neighborhoods.

Active and engaged community members and businesses are key to our success. Please consider volunteering on one of the many subcommittees, such as Business Outreach Team, Community Event Planning, Downtown Walking Tours, Bee City USA or the Downtown Clean-up Team. Participate in various Council Committee meetings held at Town Hall and via Zoom, such as Visit Fort Bragg Committee (3rd Tuesday, 3pm) or the Community Development Committee (4th Tuesday, 3pm). And of course, please tune in to our regularly scheduled City Council meetings (2nd and 4th Monday at 6pm).

Finally, we invite you to join us at Town Hall, 363 N Main Street on Saturday morning, September 11th to learn more about downtown revitalization efforts, sign-up for committees, meet staff, Council and your neighbors. Coffee and pastries will be provided. We look forward to seeing you and thank you in advance for taking time to complete the enclosed questionnaire and mailing it back. A complete list of enclosed materials includes:

- Message from Council
- Property Compliance Form
- CBD Programs and Resources
- Council CBD Toolkit
- Invitation to CBD Outreach Event – September 11th 8:00-10:00am at Town Hall
- Comment/Suggestion/Questionnaire with pre-paid, self-addressed return envelope

Sincerely,

Bernie Norvell
Mayor

Jessica Morsell-Haye
Vice Mayor

Teresa K. Albin-Smith
Councilmember

Lindy Peters
Councilmember

Marcia Rafanan
Councilmember



ST

PINE STREET

LAUREL STREET

REDWOOD AVENUE

ALDER STREET

OAK STREET

STREET

STREET

STREET

ST

McPHERSON

HARRISON

MAIN

FRANKLIN

MAIN STREET

FRANKLIN ST

STREET

STREET

ALLEY





City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-422

Agenda Date: 8/9/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5G.

Adopt City Council Resolution Approving Budget Amendment 2022-04 Amending the Fiscal Year 2021-22 Budget

RESOLUTION NO. ____-2021

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING BUDGET AMENDMENT 2022-04 AMENDING FISCAL YEAR 2021-22 BUDGET

WHEREAS, on June 14, 2021, the Fort Bragg City Council and the Fort Bragg Municipal Improvement District No. 1 District Board adopted the Fiscal Year (FY) 2021-22 Budget; and

WHEREAS, the City Council approved \$20,000 as part of the Mid-Term Budget Update on March 22, 2021 to conduct a Salary Survey of non-law enforcement City positions, excluding the City Manager; and

WHEREAS, those funds were not spent during the FY 2020-21; and

WHEREAS, a committee representing City employees from the represented labor groups was created to develop, select and oversee an outside consultant to conduct a classification and compensation study; and

WHEREAS, the committee has developed a scope of work in order to issue a Request for Proposals for a classification and compensation study; and

WHEREAS, the \$20,000 budget amendment to re-appropriate the funds in the current fiscal year is identified in Exhibit A attached hereto; and

WHEREAS, based on all the evidence presented, the City Council finds as follows:

1. The foregoing recitals are true and correct and are made a part of this Resolution.
2. Certain adjustments to the FY 2021-22 Budget are necessary as shown in Exhibit A.
3. There are sufficient funds to fund the allocations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby amend the previously adopted FY 2021-22 Budget to incorporate the changes enumerated in Exhibit A.

The above and foregoing Resolution was introduced by Council Member _____, seconded by Council Member _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9th day of August 2021, by the following vote

**AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:**

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk

BUDGET AMENDMENT

Budget Adjustment #: **2022-04**

Budget FY: **FY 2021/22**

Account Description	Account #			FY 20/21 Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt
Expenditures							
Carryforward of Salary Survey from FY21	110	4130	0319	\$ 18,000	\$ 20,000		\$ 38,000
Total Expenditures				\$ 18,000	\$ 20,000	\$ -	\$ 38,000
Revenue							
Total Revenue				\$ -	\$ -	\$ -	\$ -

Reason for Amendment:

RESOLUTION # :

Budget Amendment to reappropriate funds not spent in FY 2021 on Salary Survey.

Authorization:

Requested By:

Tabatha Miller

Signature:

Date:

Approval:

Isaac Whippy

Finance Use:

Laura Bianchi

Attach copies of Resolution or other documentation



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-397

Agenda Date: 8/9/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5H.

Receive and File Minutes of the Public Safety Committee Meeting of June 16, 2021



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Minutes Public Safety Committee

Wednesday, June 16, 2021

3:00 PM

Via Video Conference

MEETING CALLED TO ORDER

Meeting Chair Peters opened the meeting at 3:02 PM

ROLL CALL

Present: 2 - Bernie Norvell and Lindy Peters

1. APPROVAL OF MINUTES

1A. [21-302](#) Approve Minutes Of The Public Safety Committee Meeting May 19, 2021

Moved by Chair Peters and seconded by Committee Member Norvell that the minutes be approved as presented.

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

No comments made.

3. CONDUCT OF BUSINESS

3A. [21-303](#) Discuss Private Alley Between 100 Block Morrow Street And 100 Block N. Lincoln Street

Public Works Director John Smith stated that there are a few challenges that the City has encountered with assisting in the requested changes to the private alley. One challenge is that there are multiple property owners involved and all have to agree to any changes. Secondly, the City needs to confirm that they are able to spend public funds on a private alley or roadway.

Robert Krebs presented his main concerns regarding parking in the narrow private alley. He requested that this alley be converted into a fire lane because of the potential safety hazard all residents encounter with the possibility of no emergency vehicles getting through.

Police Chief Naulty responded to Mr. Krebs by stating that unfortunately the Police Department can not enforce any parking on a private alley. Chief Naulty clarified that until the City designates the private alley a fire lane the department will not be able to enforce any parking related issues.

Fire Chief Orsi commented that he is able to assist in converting the private alley into a fire lane as long as the City notifies him and permits this to happen.

Committee member Norvell expressed his concern with the legality issues that would arise from changing it into a fire lane. He would like the City Attorney to be involved to declare what the available options are. Chair Peters agreed that there should be legal guidance to avoid any future problems. Committee Norvell mentioned he would meet with the City Manager for legal advice.

4. MATTERS FROM COMMITTEE / STAFF

4A. [21-304](#)

Receive Oral Update From Staff On Departmental Activities

Chief Naulty spoke shortly regarding how busy and short staffed the Department has been lately. He mentioned that CSO Moore received her State License as a Car Seat Technician and that anyone can call the Department to make an appointment with her to go over Car Seat Safety.

Lastly Fire Chief Orsi briefly mentioned that they are busy like usual and that he had no updates.

ADJOURNMENT

Chair Peters adjourned the meeting at 6:38 PM



City of Fort Bragg

416 N Franklin Street
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Fax: (707) 961-2802

Text File

File Number: 21-396

Agenda Date: 8/9/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5I.

Receive and File Minutes of Community Development Committee Meeting of June 22, 2021



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Minutes Community Development Committee

Tuesday, June 22, 2021

3:00 PM

Town Hall, 363 N. Main Street

MEETING CALLED TO ORDER

Vice Mayor Morsell-Haye called the meeting to order at 3:00 P.M.

ROLL CALL

Present: 2 - Bernie Norvell and Jessica Morsell-Haye

1. APPROVAL OF MINUTES

1A. [21-318](#) April 27, 2021 Minutes

A motion was made by Committee Member Norvell, seconded by Committee Member Morsell-Haye, that these Committee Minutes be approved for Council review. The motion carried by the following vote:

Aye: 2 - Committee Member Norvell and Committee Member Morsell-Haye

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

3. CONDUCT OF BUSINESS

3A. [21-266](#) Monthly Oral Update Regarding Implementation of Central Business District Economic Development Strategy

Housing and Economic Development Coordinator McCormick presented the prepared monthly economic development update report. Mayor Norvell gave an update on police foot patrols downtown. The Committee asked clarifying questions and direction was given to staff.

Public Comments:

None.

Discussion:

Discussion included public restrooms at Town Hall; code enforcement actions in Central Business District; code enforcement outreach strategies; the upcoming mass mailing; and the Central Business District property assessment form.

Vice Mayor Morsell-Haye summarized suggestions outlined in the letter of Public Comment received by the Committee.

4. MATTERS FROM COMMITTEE / STAFF

Housing and Economic Development McCormick reported that the Rodders event this past weekend was a great success.

ADJOURNMENT

Vice Chair Morsell-Haye adjourned the meeting at 3:21 P.M.



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
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Text File

File Number: 21-395

Agenda Date: 8/9/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5J.

Approve Minutes of Special Closed Session of July 22, 2021



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Minutes Special City Council

*THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY AS
THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1
AND THE FORT BRAGG REDEVELOPMENT SUCCESSOR
AGENCY*

Thursday, July 22, 2021

5:30 PM

Via Video Conference

Special Closed Session

CALL TO ORDER

Mayor Norvell called the meeting to order at 5:38 PM.

ROLL CALL

Present: 5 - Mayor Bernie Norvell, Vice Mayor Jessica Morsell-Haye, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Marcia Rafanan

1. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None.

2. CLOSED SESSION

Mayor Norvell recessed the meeting at 5:39 PM. The meeting reconvened to Closed Session at 5:43 PM.

- 2A.** [21-388](#) CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6: City Negotiator: Tabatha Miller, City Manager; Employee Organizations: Fort Bragg Police Association
- 2B.** [21-362](#) CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6: City Negotiator: Bernie Norvell, Mayor; Employee Classification: City Manager
- 2C.** [21-390](#) CONFERENCE WITH REAL PROPERTY NEGOTIATORS FOR POSSIBLE ACQUISITION OF REAL PROPERTY, Pursuant to Government Code Section 54956.8: Real Property: APN 008-430-21, APN 008-430-22, APN 018-040-61, APN 018-430-22, APN 018-040-61, APN 018-120-50, APN 008-171-07, APN 008-161-08, APN 008-151-26, APN 008-161-27 and the Southern portion of former APN 008-020-15, Fort Bragg, CA 95437; City Negotiator: Tabatha Miller, City Manager; Negotiating Party: Dave Massengill, Environmental Affairs, Georgia Pacific Corporation; Under Negotiation: Terms of Acquisition, Price

Mayor Norvell reconvened the meeting to Open Session at 6:24 PM and reported that:

- (1) No reportable action was taken on Item 2A;
- (2) On Item 2B, approval of an agreement concluding labor negotiations with represented employees pursuant to Section 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. The report shall identify the item approved and the other party or parties to the negotiation; and
- (3) No reportable action was taken on Item 2C.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 6:24 PM.

BERNIE NORVELL, MAYOR

June Lemos, CMC, City Clerk

IMAGED (_____)



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-416

Agenda Date: 8/9/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5K.

Approve Minutes of Special Closed Session of July 26, 2021



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Minutes Special City Council

*THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY AS
THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1
AND THE FORT BRAGG REDEVELOPMENT SUCCESSOR
AGENCY*

Monday, July 26, 2021

5:00 PM

Via Video Conference

Special Closed Session

CALL TO ORDER

Mayor Norvell called the meeting to order at 5:00 PM, with Councilmember Albin-Smith appearing via video conference.

ROLL CALL

- Present:** 4 - Mayor Bernie Norvell, Vice Mayor Jessica Morsell-Haye, Councilmember Tess Albin-Smith and Councilmember Lindy Peters
- Absent:** 1 - Councilmember Marcia Rafanan

1. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comment on this closed session matter was received from Jacob Patterson.

2. CLOSED SESSION

Mayor Norvell recessed the meeting at 5:07 PM. The meeting reconvened to Closed Session at 5:10 PM.

2A. [21-394](#)

CONFERENCE WITH REAL PROPERTY NEGOTIATORS FOR POSSIBLE ACQUISITION OF REAL PROPERTY, Pursuant to Government Code Section 54956.8: Real Property: APN 008-430-21, APN 008-430-22, APN 018-040-61, APN 018-430-22, APN 018-040-61, APN 018-120-50, APN 008-171-07, APN 008-161-08, APN 008-151-26, APN 008-161-27 and the Southern portion of former APN 008-020-15, Fort Bragg, CA 95437; City Negotiator: Tabatha Miller, City Manager; Negotiating Party: Dave Massengill, Environmental Affairs, Georgia Pacific Corporation; Under Negotiation: Terms of Acquisition, Price

Mayor Norvell reconvened the meeting to Open Session at 6:01 PM and reported that no reportable action was taken on the Closed Session item.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 6:01 PM.

BERNIE NORVELL, MAYOR

June Lemos, CMC, City Clerk

IMAGED (_____)



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-419

Agenda Date: 8/9/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5L.

Approve Minutes of July 26, 2021



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Meeting Minutes City Council

*THE FORT BRAGG CITY COUNCIL MEETS CONCURRENTLY AS
THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1
AND THE FORT BRAGG REDEVELOPMENT SUCCESSOR
AGENCY*

Monday, July 26, 2021

6:00 PM

Town Hall, 363 N. Main Street

CALL TO ORDER

Mayor Norvell called the meeting to order at 6:10 PM, with Councilmember Albin-Smith appearing via video conference.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: 5 - Mayor Bernie Norvell, Vice Mayor Jessica Morsell-Haye, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Marcia Rafanan

AGENDA REVIEW

Mayor Norvell noted that because the public hearing for Item 7A is expected to be lengthy, Item 8A may be moved to another agenda date.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. [21-378](#) Recognition of Maintenance Worker Tom Mitchell Upon his Retirement for his Service to the City of Fort Bragg, January 1987 to July 2021

Mayor Norvell read and presented a Proclamation to Maintenance Worker Tom Mitchell upon his retirement from the City after 34 years of service.

1B. [21-387](#) Presentation of Proclamation in Recognition of Fort Bragg High School State Champion Russel Gordon

Councilmember Peters read and presented a Proclamation to Fort Bragg High School athlete Russel Gordon for winning the California High School state meet championship by placing first in the 300 meter hurdles.

Mayor Norvell recessed the meeting at 6:19 PM to have photos taken with the Proclamation recipients. The meeting reconvened at 6:26 PM.

1C. [21-335](#) Presentation from Joanna Wigginton of Flockworks

Nathan Maxwell Cann of Flockworks gave a presentation to the City Council regarding community art.

2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR & (3) CLOSED SESSION ITEMS

(1) Carrie Durkee spoke on climate crisis mitigation and the Grassroots Institute. Dr. Jeanine Pfeiffer commented on the kelp forest die-off on the Mendocino coastline. Jay McMartin-Rosenquist gave comments on a local property in receivership. Terry DeSelkie commented on kelp harvesting. Peter McNamee agreed with comments from Ms. Durkee. Gabriel Quinn Maroney talked about length of wrap-up time for public comments. George Reinhardt also spoke in support of Ms. Durkee's comments. Mary Rose Kaczorowski commented on electric vehicle charging stations. Marcy Snyder said there are economic benefits to installing solar systems on buildings to sell energy back to PG&E.

(2) None.

(3) None.

3. STAFF COMMENTS

City Manager Miller said free water conservation table tents for restaurants and hotels are available from the City and reminded people that restaurants will not serve water unless asked and hotels will not wash linens daily. Miller noted that the Fort Bragg Unified School District will enter into an agreement with the City to share its well water during the water emergency. She noted that the reverse osmosis portable desalination unit will be in place by the first part of September. National Night Out is August 3 from 5 to 8 PM at Bainbridge Park. The City Manager reported that a Stage 3 Water Emergency will be declared at the next Council meeting.

4. MATTERS FROM COUNCILMEMBERS

Councilmember Peters said Akeff Construction has been accommodating to people who live on Maple Street during the road construction. Councilmember Rafanan reported that she has received questions about water availability from members of the public. Vice Mayor Morsell-Haye announced that the Citizen's Commission on a potential name change for the City of Fort Bragg has distributed a community questionnaire which will be open until July 30. Vice Mayor Morsell-Haye made a motion to reconsider the action taken on Item 2B from the closed session of July 22. Councilmember Peters seconded the motion. The motion passed by a unanimous vote. Council will reconsider Item 2B at a future closed session, date to be announced. Councilmember Albin-Smith congratulated Tom Mitchell and Russel Gordon on their Proclamations. She announced a celebration recognizing women's right to vote. Women's Vote 101 will be held in Mendocino at Kelley House lawn on August 21 at 1PM.

5. CONSENT CALENDAR

Councilmember Peters requested that 5A be removed from the Consent Calendar so he could recuse himself, citing a conflict of interest due to his wife's employment by the City of Fort Bragg.

Approval of the Consent Calendar

A motion was made by Councilmember Peters, seconded by Vice Mayor Morsell-Haye, to approve the Consent Calendar with the exception of Item 5A. The motion carried by the following vote:

Aye: 5 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

5B. [21-389](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4422-2021

5C. [21-386](#) Approve Minutes of July 12, 2021

These Minutes were approved on the Consent Calendar.

ITEMS REMOVED FROM CONSENT CALENDAR

5A. [21-385](#) Adopt City Council Resolution Updating the City of Fort Bragg Master Salary Rate Compensation Plan and Confirming the Pay/Rates/Ranges for All City of Fort Bragg Established Classifications

Public Comment: None.

A motion was made by Mayor Norvell, seconded by Vice Mayor Morsell-Haye, that this Resolution be adopted. The motion carried by the following vote:

Aye: 4 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith and Councilmember Rafanan

Recuse: 1 - Councilmember Peters

Enactment No: RES 4423-2021

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

Regarding Item 7A, Councilmember Peters disclosed that he walked the subject property and visited the Grocery Outlet in Willits last week.

7. PUBLIC HEARING

7A. [21-418](#) Receive Report, Conduct Public Hearing, and Consider Appeal of Planning Commission Decision by Leslie Kashiwada and by Ken Armstrong/FB Local Business Matters Regarding Approval of Coastal Development Permit 8-19, Design Review 1-19, Parcel Merger 1-19, and Adoption of Mitigated Negative Declaration and Mitigation Measures for the Proposed Grocery Outlet at 825 S. Franklin Street

Mayor Norvell recused himself, citing a personal conflict as his residence is located within 300 feet of project. He appointed Vice Mayor Morsell-Haye as Acting Mayor and left the meeting at 7:12 PM.

Acting Mayor Morsell-Haye opened the public hearing at 7:13 PM.

Associate Planner Gurewitz and Assistant Director of Engineering O'Neal presented the staff report on this item and responded to clarifying questions from Council. After the public hearing

was underway for one hour, a motion was made by Councilmember Peters, seconded by Councilmember Rafanan, to continue on with the hearing. The motion carried by the following vote: Aye - Councilmembers Morsell-Haye, Peters and Rafanan; Recused - Mayor Norvell; Albin-Smith was having technical difficulties with her Zoom connection at the time the vote was taken.

Appellant Leslie Kashiwada gave a presentation to the City Council regarding her appeal; no representative for appellants Armstrong and FB Local Business Matters was present at the hearing. Grocery Outlet representative Terry Johnson provided rebuttal remarks to Ms. Kashiwada's presentation.

Public Comment in support of Grocery Outlet (denying appellants' appeals) was received from Tammy Lowe, Paul Clark, Sheryl Shuzler, Judy Valadao, retired CalFire employee "Tony," Victoria Murrell, "Morgan," Clara Schook, Rahsaan Freese, and two other members of the public who did not disclose their names. Public comment in opposition to Grocery Outlet (upholding appellants' appeals) was received from Mary Rose Kaczorowski, Annemarie Weibel, Jacob Patterson, Jay McMartin Rosenquist, and David Gurney. Andrew Jordan spoke about reviewing the evidence and making decisions that are the best for the community considering a variety of factors.

Appellant Kashiwada provided short closing remarks.

Acting Mayor Morsell-Haye closed the public hearing at 9:48 PM.

Discussion: After several minutes of discussion, the Council had to vote on whether to continue the meeting past 10:00 PM. It was moved by Councilmember Peters, seconded by Councilmember Rafanan, to continue on with the meeting. The motion carried by a unanimous vote.

Following deliberations, Council consensus was to uphold the Planning Commission's decision to approve the Grocery Outlet permit and to deny both appellants' appeals. Council directed that the Resolution be amended to add a paragraph to the Resolution's conditions stating, "Applicant shall indemnify, hold harmless and defend the City of Fort Bragg against any claim brought against the City stemming from the City's adoption of this Resolution."

A motion was made by Councilmember Peters, seconded by Councilmember Rafanan, that this Resolution be adopted as amended. The motion carried by the following vote:

Aye: 3 - Vice Mayor Morsell-Haye, Councilmember Peters and Councilmember Rafanan

No: 1 - Councilmember Albin-Smith

Recuse: 1 - Mayor Norvell

Enactment No: RES 4424-2021

7B. [21-355](#)

Open Public Hearing and Immediately Continue Public Hearing to Date, Time and Place Certain - August 9, 2021 at 6:00 PM at Town Hall, 363 N. Main Street - to Consider Introducing by Title Only and Waiving the First Reading of Ordinance No. 970-2021 Amending Article 2 (Zoning Districts and Allowable Land Uses), Article 4 (Standards for Specific Land Uses) and Article 10 (Definitions) of Title 18 (Inland Land Use and Development Code) of the Fort Bragg Municipal Code Relating to Regulation of Formula Business

Acting Mayor Morsell-Haye opened the public hearing at 10:21 PM and announced that the hearing is being continued to the next regular meeting on August 9, 2021 at 6PM or as soon thereafter as the matter may be heard.

The Public Hearing and Introduction of this Ordinance was continued to August 9, 2021.

8. CONDUCT OF BUSINESS

- 8A. [21-359](#) Receive Report and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 971-2021 Adding Chapter 7.18 (Feeding of Wildlife) to Title 7 (Animals) of the City of Fort Bragg Municipal Code to Prevent the Feeding of Wildlife in the City of Fort Bragg

Acting Mayor Morsell-Haye announced that this agenda item will be continued to September 13, 2021.

9. CLOSED SESSION

ADJOURNMENT

Acting Mayor Morsell-Haye adjourned the meeting at 10:22 PM.

BERNIE NORVELL, MAYOR

June Lemos, CMC, City Clerk

IMAGED (_____)



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-423

Agenda Date: 8/9/2021

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Staff Report

Agenda Number: 7A.

Open and Continue Public Hearing to Consider Upholding or Denying the Appeal of the Planning Commission's Decision to Deny Minor Use Permit Application 1-21 for a Cannabis Dispensary at 144 N. Franklin Street



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-402

Agenda Date: 8/9/2021

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Resolution

Agenda Number: 7B.

Receive Report, Conduct Public Hearing, and Consider Adoption of City Council Resolution Declaring a Stage 3 Water Emergency and Implementing Stage 3 Mandatory Water Conservation Measures



AGENCY: City Council
MEETING DATE: August 9, 2021
DEPARTMENT: City Manager/Public Works
PRESENTED BY: T. Miller
EMAIL ADDRESS: tmiller@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report, Conduct Public Hearing, and Consider Adoption of City Council Resolution Declaring a Stage 3 Water Emergency and Implementing Stage 3 Mandatory Water Conservation Measures

ISSUE:

The City of Fort Bragg Municipal Code Chapter 14.06, Water Conservation, updated on July 12, 2021, provides the City Manager with the discretion to determine whether the system's water supplies and sources available are sufficient to meet the current customer demands on the system after considering all relevant factors. The City Manager shall consider, among other things: 1) any variations in the reliability of the water supplies available to the system; 2) availability of well or other nonpotable water to meet the nonpotable demands on the water system; 3) weather forecast and other factors that impact flows in the City's surface water sources; and 4) the success, or lack thereof, of previous declarations of a less stringent water conservation stage in meeting the water-use reductions sought by the City.

While Chapter 14.06 provides that the City Manager determine the stage of water conservation, it requires the City Council to declare by resolution a Stage 3 Water Emergency, after a properly noticed public hearing.

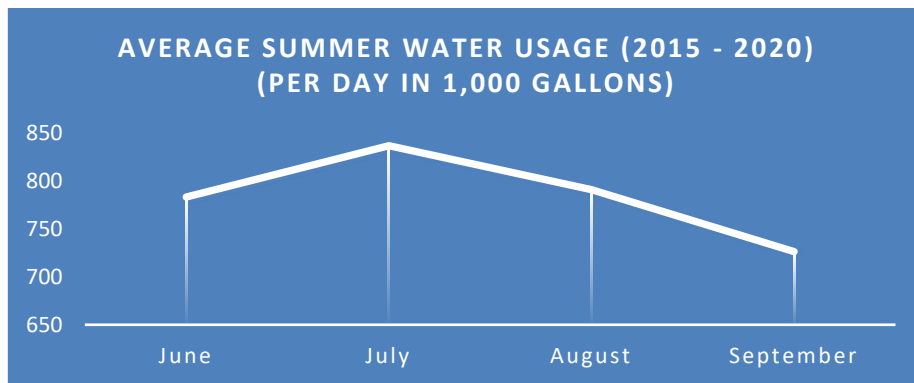
ANALYSIS:

The City Manager has determined that a Stage 3 Water Emergency is the appropriate level for managing water supply and demand at this point in the drought emergency declared for Mendocino County by Governor Newsom on April 21, 2021. A Stage 3 Water Emergency targets a 20-30% decrease in seasonal water use based on the most recent year in which water conservation measures were not required (2019). Stage 3 is a 10% increase in conservation from Stage 2, which targets a 10-20% reduction in water use.

Water Supply Available

As explained before, the City of Fort Bragg's water supply system relies solely on three surface water sources: Waterfall Gulch (tributary to Hare Creek), Newman Gulch (tributary to Noyo River), and the Noyo River (diversion at Madsen Hole). In 2015, the City's water supply system could only store small amounts of water that provided enough to maintain proper water system pressure and to provide a safety margin for fire-fighting flows. Six years later, the City has made progress with water storage with the addition of a 1.5 million gallon finished water storage tank and the Summers Lane Reservoir with a raw water capacity of 14.7 million gallons. This brings our total water storage capacity to 22.6 million gallons, which is approximately 30 days of storage with average daily use of 750k gallons.

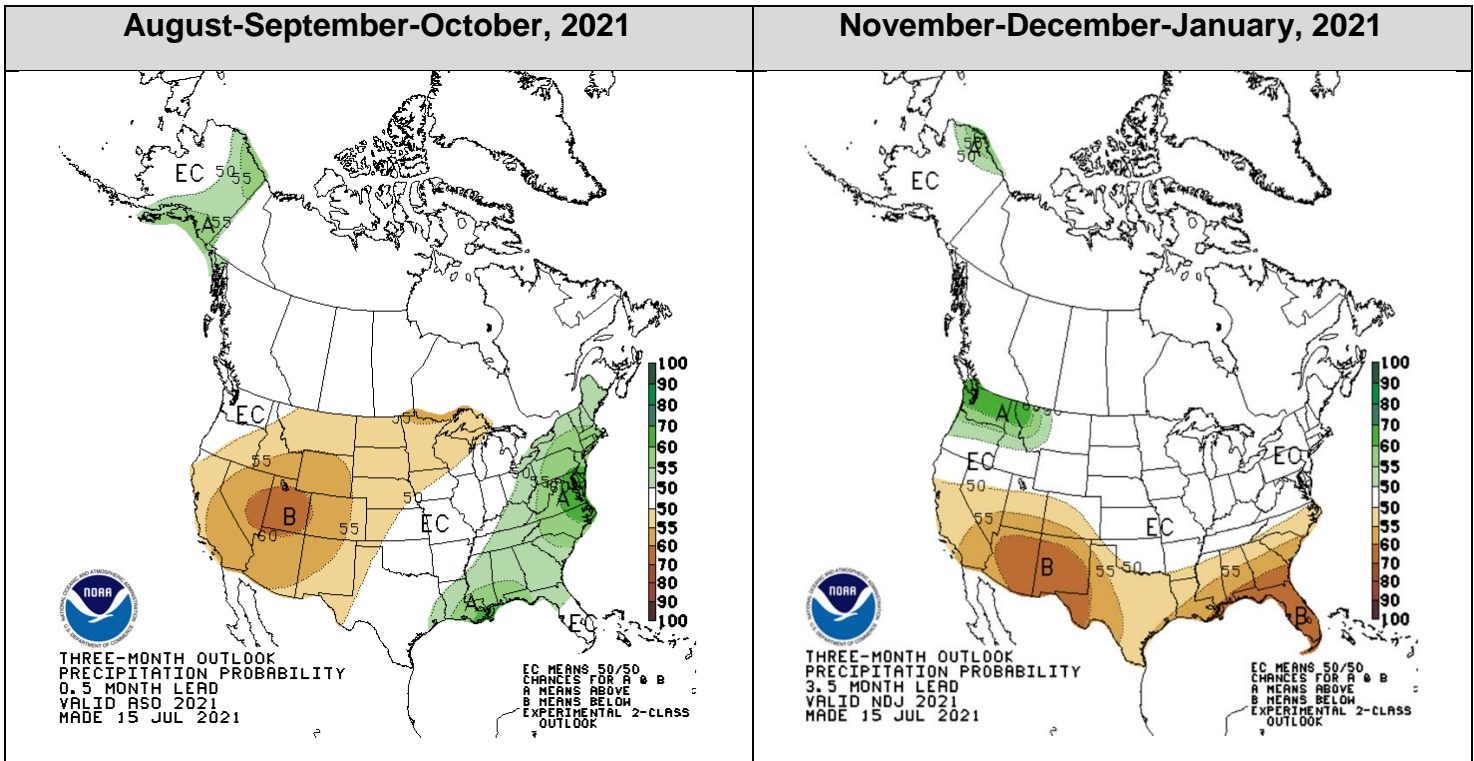
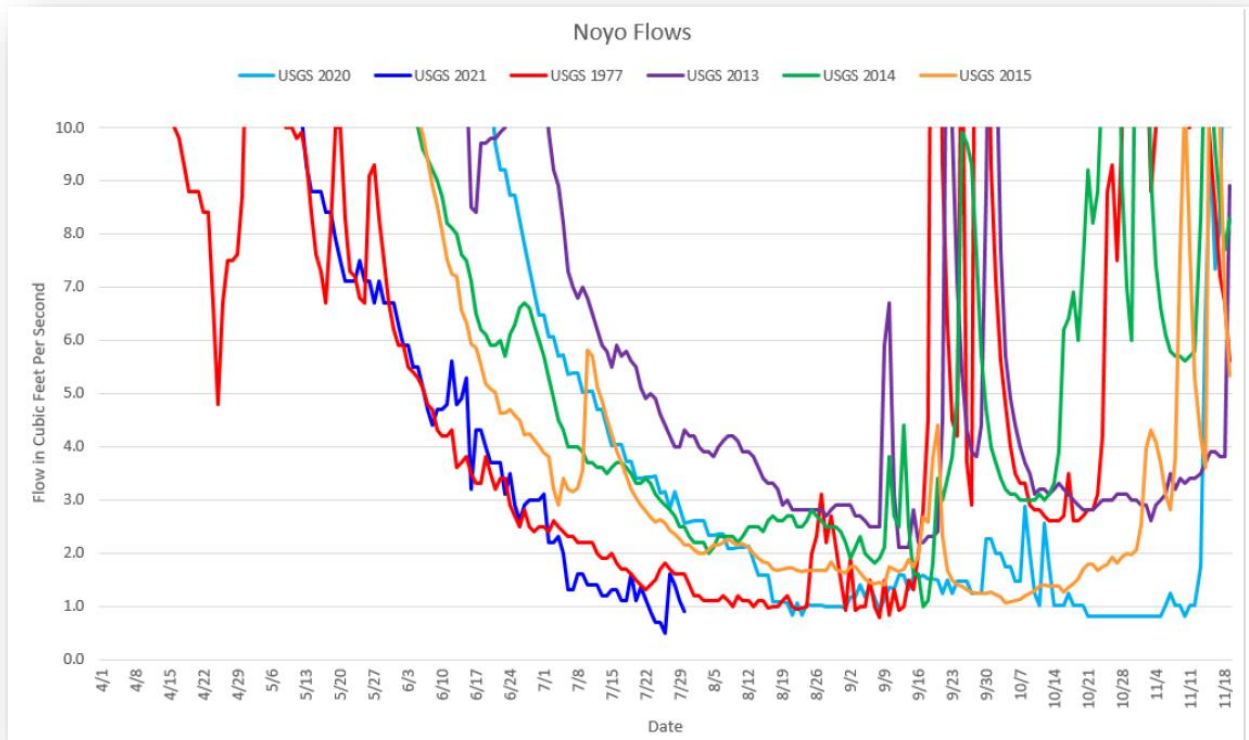
During the winter and spring, pumping of the Noyo River is used only to supplement the Waterfall Gulch and Newman Gulch sources. The two tributary sources generally provide a higher quality of raw water and gravity-feed to the water treatment plant, whereas water from the City’s Noyo River diversion must be pumped. As summer progresses and the flows in the tributary streams diminish, the Noyo River diversion is used more frequently and in greater quantities. In July, Waterfall Gulch and Newman Gulch provide approximately 40% of the City’s water needs and 60% of summer water supply comes from the Noyo River. As the water levels in the Noyo River drop and the high tide levels rise, increased salinity levels in the Noyo River impact the City’s ability to pump from this water source. City water usage typically peaks in July as seen in the graph below.



Most of the year, the City’s three surface water sources meet or exceed the City’s daily usage. During these times, the 22.6 million gallons of storage is regularly replenished and remains at capacity. Excess available water continues to feed the river or streams down water from the source. Therefore, while year round conservation saves money and builds good habits that benefit our environment, unlike water systems heavily dependent on water drawn from reservoirs, it does not save water that is available later. This means that balancing daily use versus daily supply is very important and drastic reductions do not help the City unless they are needed immediately.

Flows in the Noyo River in the late summer and early fall depend on rainfall received, more so than the Waterfall Gulch and Newman Gulch sources. Flows in the Noyo River typically hit the lowest levels in August and remain there until there is significant rainfall. When rainfall will reach levels that impact the Noyo flows for more than just a day or two depends on the year. In 2015 and 2020, flows remained low until the first part of November (see graph on next page).

There is little indication that late summer and fall will see any significant precipitation in the Northern California region. Based on predictions provided by the National Oceanic and Atmospheric Administration (NOAA), our region is predicted to have below average precipitation for the next six months (see prediction graphs on next page).



In anticipation of this year's drought, the City ordered a Desalination-Reverse Osmosis Treatment System from Aquaclear that will allow it to continue to pump water from the Noyo River during high tides when salinity reaches levels that cannot be processed by the City's Water Treatment Plant. The expected date for installation of the Desalination-Reverse Osmosis Treatment System is the first week in September. The Fort Bragg Unified School District (FBUSD) has also offered to provide access to its well water, adding an additional source to the City's water system. The Water Sharing Agreement with the FBUSD is scheduled for approval this evening by the City Council and will be presented to the FBUSD Board for approval on August 19, 2021.

As of drafting this report (July 30, 2021), the City's water storage is at full capacity and the daily demand for water usage is met from available supply water sources. While flows in the Noyo River dropped during July, we did see increases and decreases in flows attributable to Camp Noyo installing the dam and then releasing water from its reservoir. We anticipate that some level of increased flows will be attributable to Camp Noyo's release of water through the first week in August.

In both August and September, there are 17 days with tide levels predicted at or above 6.0 feet¹, the level at which pumping during low flow periods is challenging. Based on historical flows, staff predicts that total sources will provide 15 million gallons during August. This excludes the Desalination-Reverse Osmosis Treatment System, the FBUSD well, and the Summer's Lane Reservoir. Based on water flows during July and taking into account an additional 10% decrease from Stage 3 conservation measures, demand is predicted at 19.5 to 20.0 million gallons. This is a shortfall in supply of approximately 5 million gallons or one-third of the capacity of the Summer's Lane Reservoir, which will be used to supplement that shortfall.

Success of Prior Conservation Stages

Water usage from July 1 through July 12, 2021 averaged 712k gallons. Water usage from July 13, 2021, when the mandatory Stage 2 Water Conservation restrictions were implemented through July 28, 2021 dropped to an average of 637k gallons – a reduction of 10.5%. Compared to July 1 thru 28, 2019, the most recent year without any water restrictions, water usage was down July 1 thru 28, 2021 by 29%. This is a strong indication that declarations of water conservation requirements are effective in meeting the level of reduction sought by the City.

One source of reduction in usage is attributable to the City's decision to eliminate out of City water sales as of July 18, 2021. For the month of June 2021, outside water sales hit an all-time high of 745k gallons. This accounted for 3.6% of total water usage in June 2021. In comparison, in June 2020, outside water sales accounted for less than 1.0% of total usage or just 201k gallons. Outside water sales through July 18 were 652k gallons, an estimated 3.1% of the total demand for July 2021.

Water usage in summer of 2020 reflected a similar response to both the voluntary and mandatory water conservation restrictions. On August 10, 2020, the City Council asked for

¹ <https://tidesandcurrents.noaa.gov/noaatidepredictions.html?id=9417426&legacy=1>

a voluntary reduction of 10% in usage. When compared to the prior year, August 2020 was down 12% from 2019. On August 31, 2020, a Stage 2 Water Emergency was declared and mandatory conservation restrictions targeting a 20% decrease were implemented, water usage dropped in September 2020 by 20% from September 2019.

The prior success of water conservation stages indicates that the City will be able to reduce usage during the Stage 3 Water Emergency by 20-30%. If this goal is not attained, the City Manager may consider recommending the Council implement a higher stage of water conservation.

Stage 3 Water Emergency Conservation Restrictions

1. All Stage 2 restrictions shall continue to apply, except to the extent they are replaced by more restrictive requirements imposed by this subsection.
2. Landscape irrigation, including public and private streetscape landscaping (medians and frontage) and including drip irrigation, shall be limited to a maximum of one day per week.
 - a. Customers may irrigate only on Tuesdays from 12am to 9am and 6pm to 11:59pm.
 - b. No irrigation is permitted on Mondays, Wednesdays, Thursdays, Fridays, Saturdays and Sundays.
3. No water from the city water system shall be used for construction purposes such as dust control, compaction, or trench jetting, unless the use is approved by the City Manager.
4. Discontinued use of hot tubs and in-room spa tubs at hotels/motels and lodging establishments is strongly encouraged.

Recommendation for Stage 3 Water Emergency

This is the worst water drought on record for the City of Fort Bragg. However, the City has prepared for this event by increasing water storage by more than 70% since the last major drought in 2015. Voluntary conservation measures were implemented on May 10th this year, earlier than any other year resulting in water usage for June and July being 24% lower than June and July of 2019. Finally, the City has arranged for additional supply to be available in late August and early September to supplement usage at the point when the Noyo River flows reach the lowest points of the year and pumping is disrupted by high tides. The City Manager has determined that a Stage 3 Water Emergency with water conservation restrictions targeting a 20-30% reduction in seasonal water use is appropriate taking into account the current availability of water from all sources.

Continue to Monitor Conditions

As we implement the Stage 3 Water Emergency, staff will continue to monitor the City's water situation closely. During August and September, tides above 6.0 feet become increasingly common and will interfere with the City's ability to pump water from the Noyo River. The installation of the Desalination-Reverse Osmosis Treatment System in early September should allow the City to continue to use the Noyo River during high tides but this is a new system and may require adjustments to implement. Water from the FBUSD well should also be available to subsidize the City's water supply but until we have that in production, there are still unknown factors. Additionally, we will track the Stage 3 Water Conservation Restrictions on daily water demand, to measure its success. In short, it is not possible to predict how each element in the City's water supply and usage will perform, thus close monitoring and flexibility is necessary to manage this year's severe water drought.

RECOMMENDED ACTION:

Adopt Resolution declaring a Stage 3 Water Emergency and implementation of Stage 3 Conservation measures, which target a 20-30% decrease in seasonal water usage from the most recent non-drought year (2019).

ALTERNATIVE ACTION(S):

1. Do not adopt Resolution.
2. Provide alternative direction to staff.

FISCAL IMPACT:

Reduced water usage will impact Water Fund revenues during the time frame customers practice water conservation, however, the water fund's reserves and fund balance can absorb the loss.

GREENHOUSE GAS EMISSIONS IMPACT:

Reduced water usage will have an incremental reduction in pumping and water treatment, which will result in a small decrease in the use of electricity and resulting greenhouse gas emissions.

CONSISTENCY:

N/A

IMPLEMENTATION/TIMEFRAMES:

Compliance with a Stage 3 water emergency would be immediate and if implemented, water usage should be reduced immediately.

ATTACHMENTS:

1. Resolution
2. Noyo River Flows Graphs
3. Notice of Public Hearing

NOTIFICATION:

N/A

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
DECLARING A STAGE 3 WATER EMERGENCY AND IMPLEMENTING
STAGE 3 WATER CONSERVATION MEASURES**

WHEREAS, the City of Fort Bragg has experienced significantly less rainfall in the last twenty-four (24) months than would be considered normal; and

WHEREAS, the water flow in the Noyo River has declined to and below water levels in the summer of 1977, which is the worst drought on record for the City of Fort Bragg; and

WHEREAS, historically, in the months of August, September and October, the Noyo River experiences high tides, where the gravitational pull between the sun and the moon increase tide levels to a foot or two higher than normal tide levels. High tides during periods of low flow levels on the Noyo River increase salinity content and shorten pump run times, impairing the City's ability to replenish water supply from the Noyo River; and

WHEREAS, the weather forecasts continue to show no significant rainfall in the area in the coming weeks and months; and

WHEREAS, on March 5, 2021, the USDA declared that 50 counties in California, including Mendocino County, were designated as primary natural disaster areas due to recent drought; and

WHEREAS, on April 21, 2021, Governor Newsom declared a state of emergency in Mendocino County due to drought conditions; and

WHEREAS, the City has procured a Desalination-Reverse Osmosis Treatment System from Aquaclear that will allow it to continue to pump water from the Noyo River during high tides when salinity reaches levels which cannot be processed by the City's Water Treatment Plant; and

WHEREAS, the City has negotiated a Well-use Agreement with the Fort Bragg Unified School District, to allow the City to use well water to supplement its water supply, if necessary; and

WHEREAS, the City has met the Stage 2 Water Conservation target by reducing water use since Stage 2 Mandatory Conservation measures were implemented on July 12, 2021 by reducing usage from July 2020 by fifteen (15%); and

WHEREAS, the City Council has held a Public Hearing in compliance with Chapter 14.06 (WATER CONSERVATION STAGES) to provide the public an opportunity to speak on the topic of declaring a Stage 3 Water Emergency and implementing Stage 3 Conservation Restrictions; and

WHEREAS, the City Manager, after considering all the relevant factors impacting the City's potable water sources per Section § 14.06.020 (WATER CONSERVATION STAGES), recommends that the City Council declare a Stage 3 Water Emergency.

WHEREAS, based on all the evidence presented, the City Council finds as follows:

1. The foregoing recitals are true and correct and are made a part of this Resolution.
2. The City Manager's evaluation of the City of Fort Bragg's current water supply, future rainfall predictions, continued record hot temperatures inland of Fort Bragg in the water shed, projected water demand, projected water source levels, consideration of reduced impact of more stringent water conservation measures and possible supply from Desalination-Reverse Osmosis Treatment System and Well-use Agreement with the Fort Bragg Unified School District resulted in a recommendation that the City declare a Stage 3 Water Emergency and implement mandatory Stage 3 Water Conservation Restrictions.
3. The City Manager's determination that a Stage 3 Water Emergency and mandatory Stage 3 Water Conservation Restrictions is in the best interests of the City of Fort Bragg Water Customers.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby declare a Stage 3 Water Emergency pursuant to Chapter 14.06 of the Fort Bragg Municipal Code and requires implementation of Stage 3 Water Conservation Measures, as set forth in Fort Bragg Municipal Code section 14.06.050 C.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a special meeting of the City Council of the City of Fort Bragg held on the 9th day of August, 2021, by the following vote:

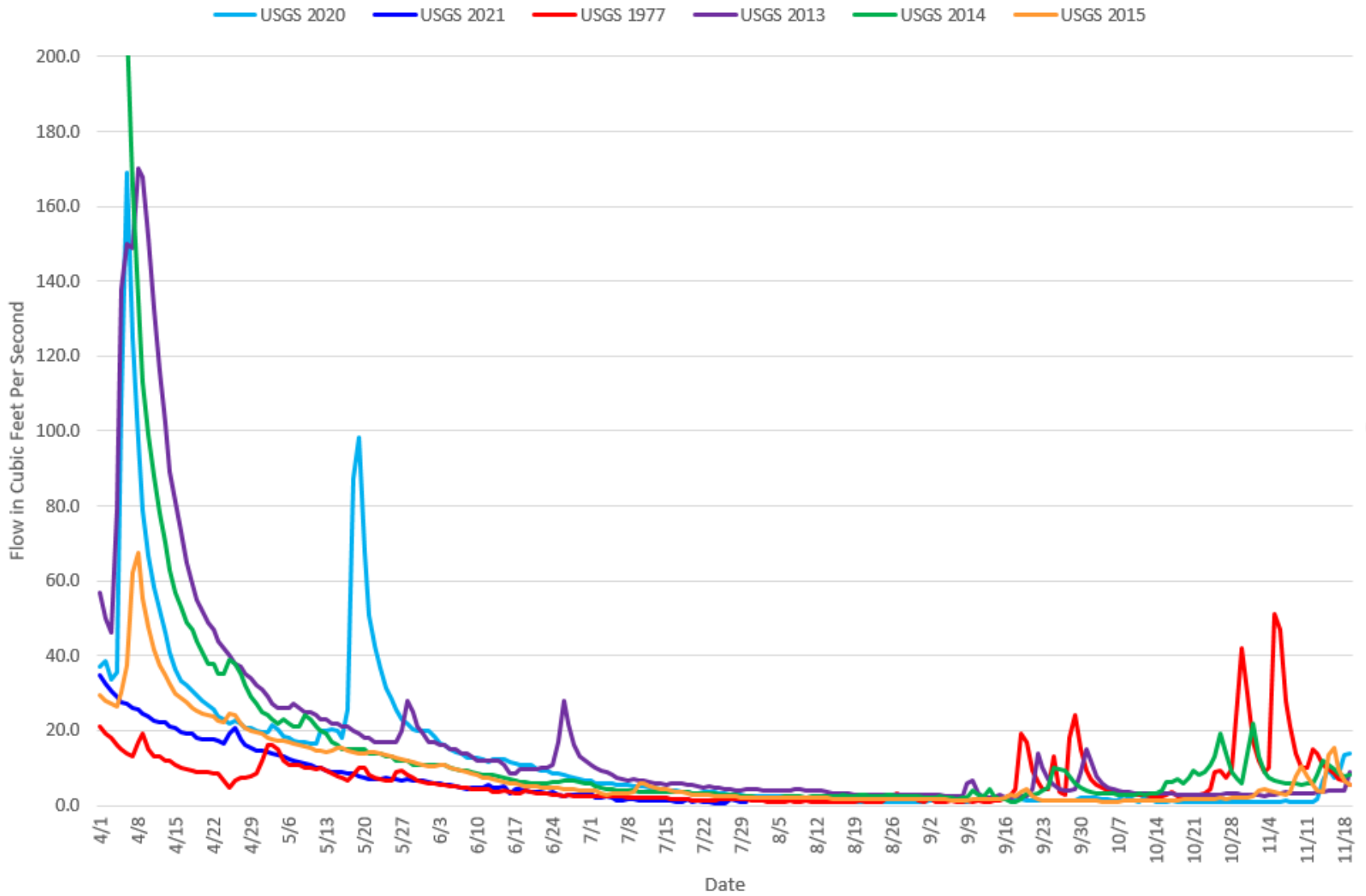
**AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:**

BERNIE NORVELL
Mayor

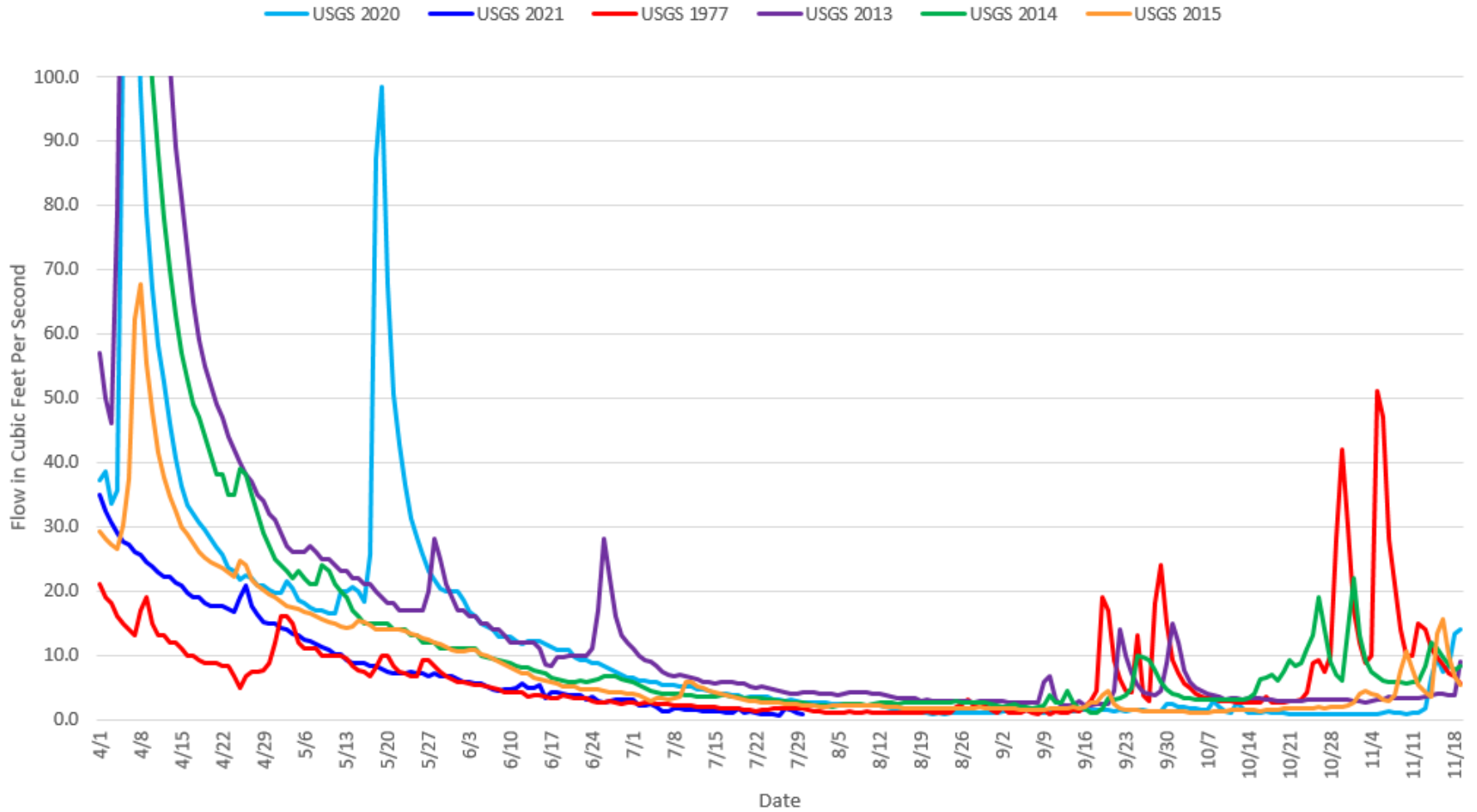
ATTEST:

June Lemos, CMC
City Clerk

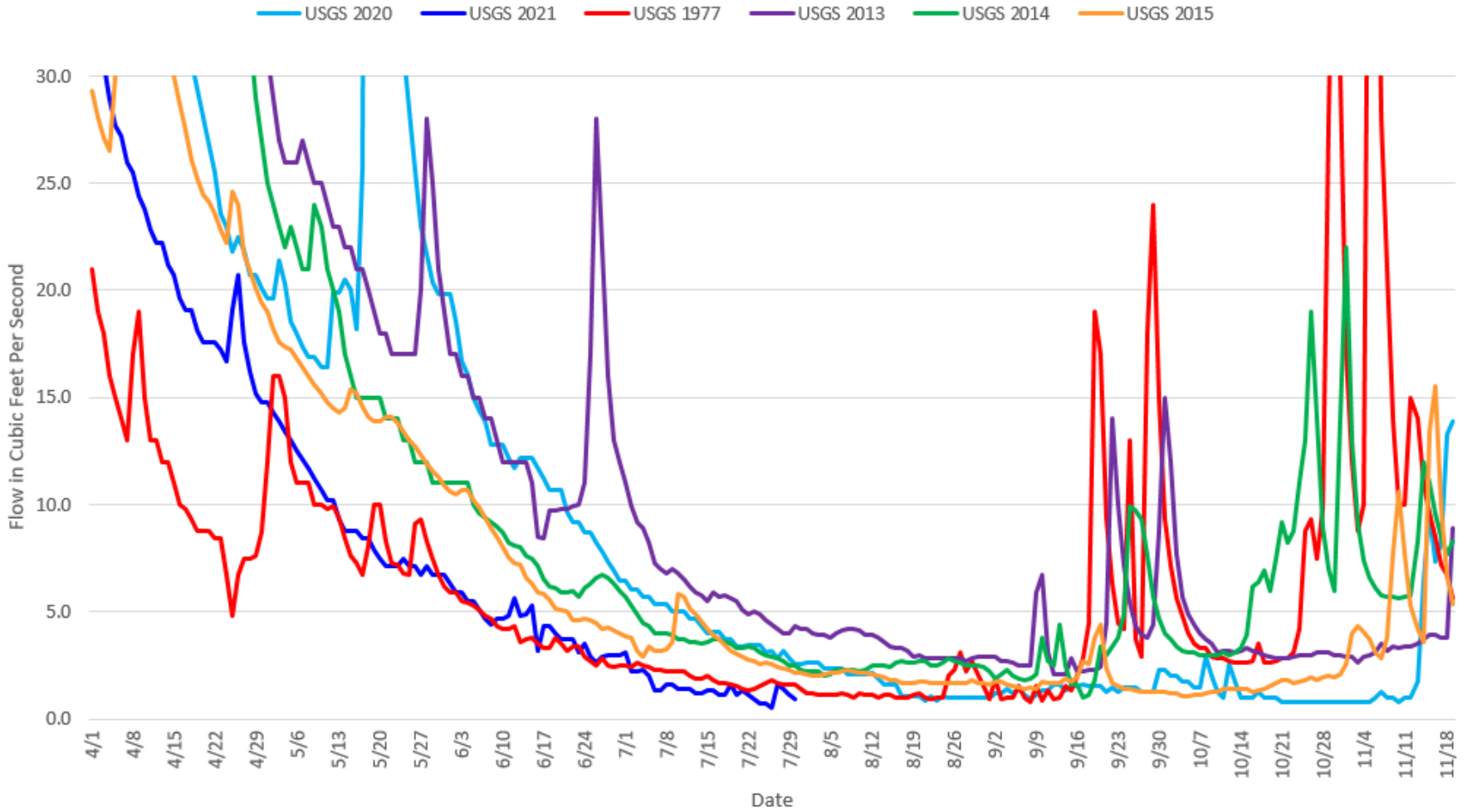
Noyo Flows



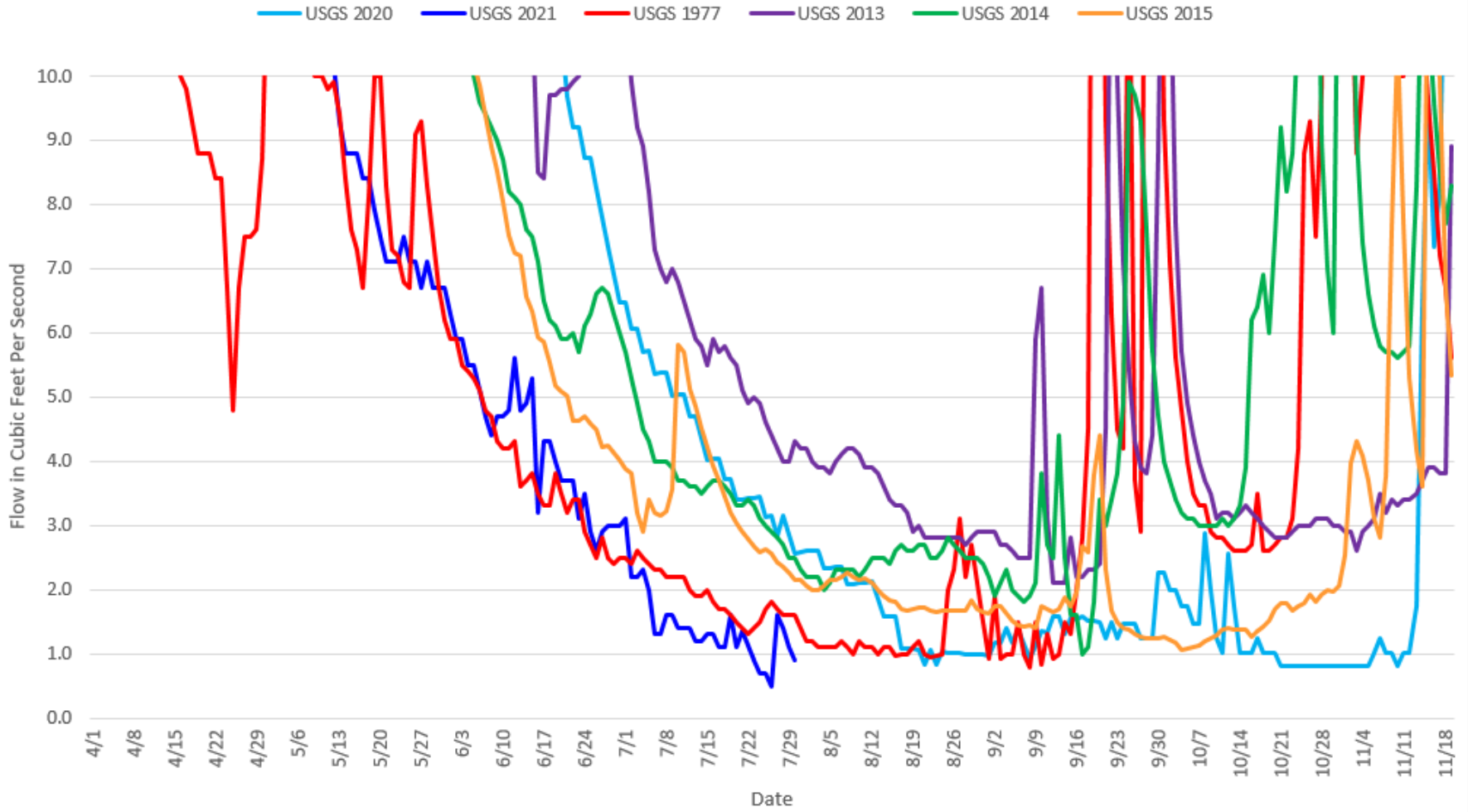
Noyo Flows



Noyo Flows



Noyo Flows



Date	USGS 2020	USGS 2021	USGS 1977	USGS 2013	USGS 2014	USGS 2015
7/6	5.4	1.3	2.3	7.3	4.0	3.2
7/7	5.4	1.3	2.3	7.0	4.0	3.2
7/8	5.4	1.6	2.2	6.8	4.0	3.2
7/9	5.0	1.6	2.2	7.0	3.9	3.6
7/10	5.0	1.4	2.2	6.8	3.7	5.8
7/11	5.0	1.4	2.2	6.5	3.7	5.7
7/12	4.7	1.4	2.0	6.2	3.6	5.1
7/13	4.7	1.2	1.9	5.9	3.6	4.9
7/14	4.4	1.2	1.9	5.8	3.5	4.5
7/15	4.0	1.3	2.0	5.5	3.6	4.2
7/16	4.0	1.3	1.8	5.9	3.7	3.9
7/17	4.0	1.1	1.7	5.7	3.7	3.7
7/18	3.7	1.1	1.7	5.8	3.6	3.4
7/19	3.7	1.6	1.6	5.6	3.5	3.2
7/20	3.4	1.1	1.5	5.5	3.3	3.0
7/21	3.4	1.4	1.4	5.1	3.3	2.9
7/22	3.4	1.1	1.3	4.9	3.4	2.8
7/23	3.4	0.9	1.4	5.0	3.3	2.7
7/24	3.4	0.7	1.5	4.9	3.1	2.6
7/25	3.1	0.7	1.7	4.6	3.0	2.6
7/26	3.1	0.5	1.8	4.4	2.9	2.6
7/27	2.8	1.6	1.7	4.2	2.8	2.4
7/28	3.2	1.4	1.6	4.0	2.7	2.4
7/29	2.9	1.1	1.6	4.0	2.5	2.3
7/30	2.6	0.9	1.6	4.3	2.5	2.2
7/31	2.6		1.4	4.2	2.3	2.1
8/1	2.6		1.2	4.2	2.2	2.1



CITY OF FORT BRAGG

Incorporated August 5, 1889

416 N. Franklin Street, Fort Bragg, CA 95437
Phone: (707) 961-2827 Fax: (707) 961-2802
www.FortBragg.com

NOTICE OF PUBLIC HEARING **STAGE 3 - WATER EMERGENCY**

NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will hold a public hearing at a regular meeting on **Monday, August 9, 2021 at 6:00 PM**, or as soon thereafter as the matter may be heard at Town Hall, at the corner of Main and Laurel Streets (363 North Main Street), Fort Bragg, California. The public hearing will concern the following item:

ACTION: The City Council will consider declaring a Stage 3 Water Emergency and Mandatory Stage 3 Water Conservation Measures

The hearing will be opened for public participation. All interested persons are invited to appear at that time to present their comments. The public comment period runs from the date this notice is published and mailed until the date of the hearing to allow sufficient time for submission of comments by mail. Written communications must be directed to the City Clerk, 416 N. Franklin Street, Fort Bragg, CA 95437, or emailed to jlemos@fortbragg.com, and received no later than the meeting date. The Agenda Item Summary and supporting documents that will be considered by the Councilmembers will be available for review at Fort Bragg City Hall and on the City's website: www.city.fortbragg.com on or after August 4, 2021. At the conclusion of the public hearing, the City Council will consider a decision on the action.

June Lemos

June Lemos, CMC
City Clerk

POSTING DATE: July 23, 2021
PUBLICATION DATE: July 29, 2021

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this notice to be posted in the City Hall Notice case on July 23, 2021.

June Lemos

June Lemos, CMC, City Clerk



CITY OF FORT BRAGG

Incorporated August 5, 1889

416 N. Franklin Street, Fort Bragg, CA 95437
Phone: (707) 961-2827 Fax: (707) 961-2802
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AVISO DE AUDIENCIA PÚBLICA **ETAPA 3 - EMERGENCIA DE AGUA**

POR LA PRESENTE SE DA AVISO de que el Concejo Municipal de Fort Bragg celebrará una audiencia pública en una reunión ordinaria **el lunes 9 de agosto 2021 a las 6:00 p.m.**, o tan pronto como se escuche el asunto en el Ayuntamiento, en la esquina de Calles Main y Laurel (363 North Main Street), Fort Bragg, California. La audiencia pública se referirá al siguiente tema:

ACCIÓN: El Ayuntamiento considerará declarar una Emergencia de Agua de Etapa 3 y Medidas Obligatorias de Conservación de Agua de Etapa 3

La audiencia estará abierta a la participación del público. Se invita a todas las personas interesadas a comparecer en ese momento para presentar sus comentarios. El período de comentarios públicos se extiende desde la fecha de publicación y envío por correo de este aviso hasta la fecha de la audiencia para dar tiempo suficiente para la presentación de comentarios por correo. Las comunicaciones escritas deben dirigirse al Secretario de la Ciudad, 416 N. Franklin Street, Fort Bragg, CA 95437, o enviarse por correo electrónico a jemos@fortbragg.com, y recibirse a más tardar en la fecha de la reunión. El Resumen del tema de la agenda y los documentos de respaldo que serán considerados por los Concejales estarán disponibles para su revisión en el Ayuntamiento de Fort Bragg y en el sitio web de la Ciudad: www.city.fortbragg.com a partir del 4 de agosto de 2021. Al finalizar la audiencia pública, el Ayuntamiento considerará una decisión sobre la acción.

June Lemos, CMC
Secretaria de Ciudad

FECHA: 23 de julio 2021
FECHA DE PUBLICACIÓN: 29 de julio 2021

ESTADO DE CALIFORNIA)
) ss.
CONDADO DE MENDOCINO)

Declaro bajo pena de perjurio, que soy empleado de la Ciudad de Fort Bragg y que hice que este aviso se publicara en la Vitrina de Avisos del Ayuntamiento el 23 de julio 2021.

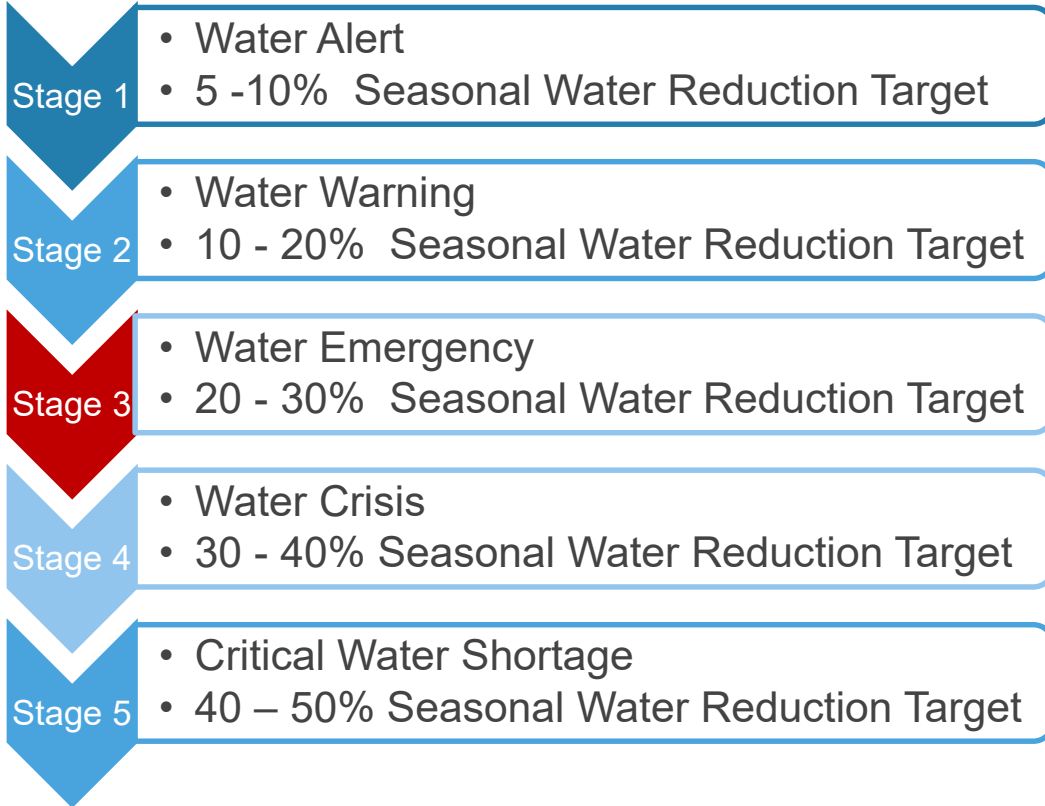
June Lemos, CMC, Secretaria de Ciudad



STAGE 3- WATER EMERGENCY

City Council Meeting
August 9, 2021

Water Conservation Stages



Stage 3– Restrictions

1. Wasteful use of water is prohibited. All water usage must be for beneficial uses.
2. Water use shall stay confined to the customer's property and is not allowed to run off onto adjoining property, public sidewalks, streets or parking lots. Water use will not exceed the point of saturation.
3. Landscape irrigation (including drip) is limited to one day per week on Tuesdays from 12am to 9am and 6pm to 11:59pm.
4. Washing of streets, parking lots, driveways, sidewalks, buildings and other hardscape surfaces is prohibited, except with an approved exemption form.
5. Water cannot be used for construction purposes such as dust control, compaction or trench jetting, except with an approved exemption form.

Stage 3– Restrictions

6. All pools, spas and ornamental fountains shall be equipped with a recirculating pump and shall be leak proof.
7. Restaurants shall serve water only upon specific request.
8. Hotels and lodging establishments shall not provide patrons with stays of three days or less daily laundering of towels, sheets and linens. Lodges must prominently display notice of this requirement in each room
9. Use of hot tubs and inspa tubs at hotels and motels is strongly discouraged.
10. All Water leaks must be repaired as soon as feasible but no later than three days after notification.

City Water Supply System

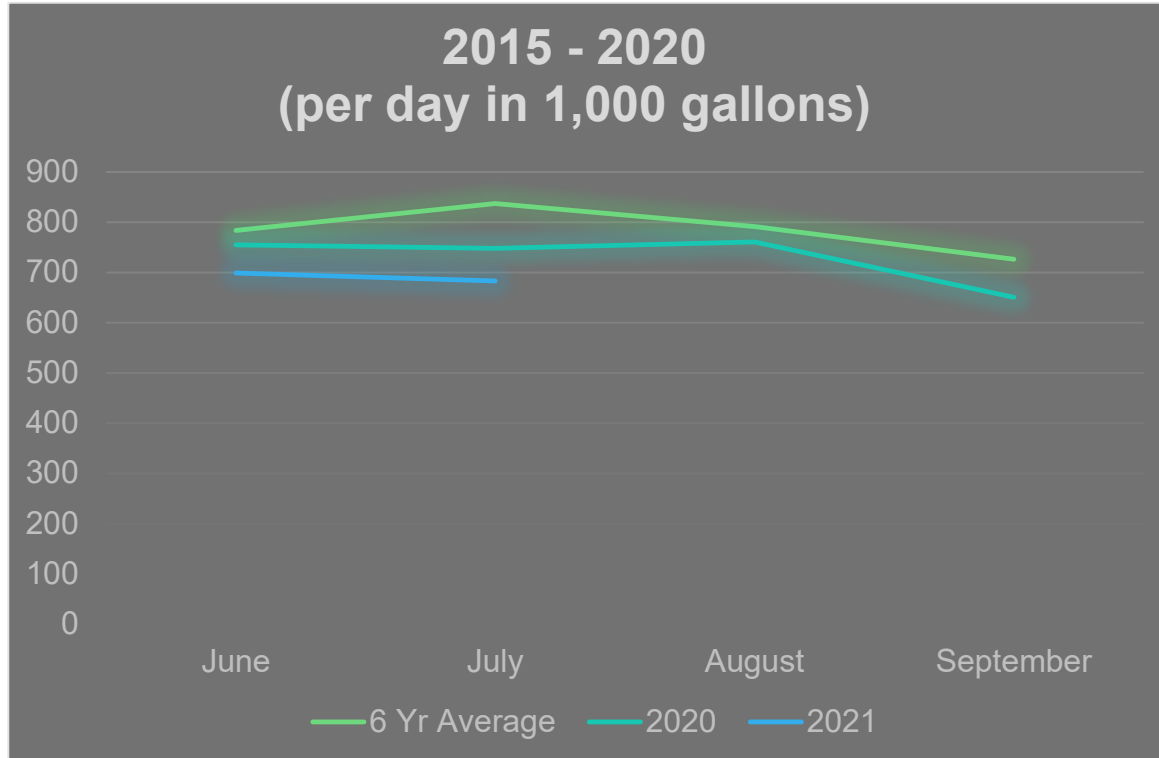
Three surface water Sources:

- × Waterfall Gulch (tributary to Hare Creek)
- × Newman Gulch (tributary to Noyo River)
- × Noyo River (diversion at Madsen Hole)
 - × *Provides approximately 60% of summer/fall supply*
 - × *Impacted by high tides creating high salinity*
 - × *17 days of tides > 6 ft. in August & September*

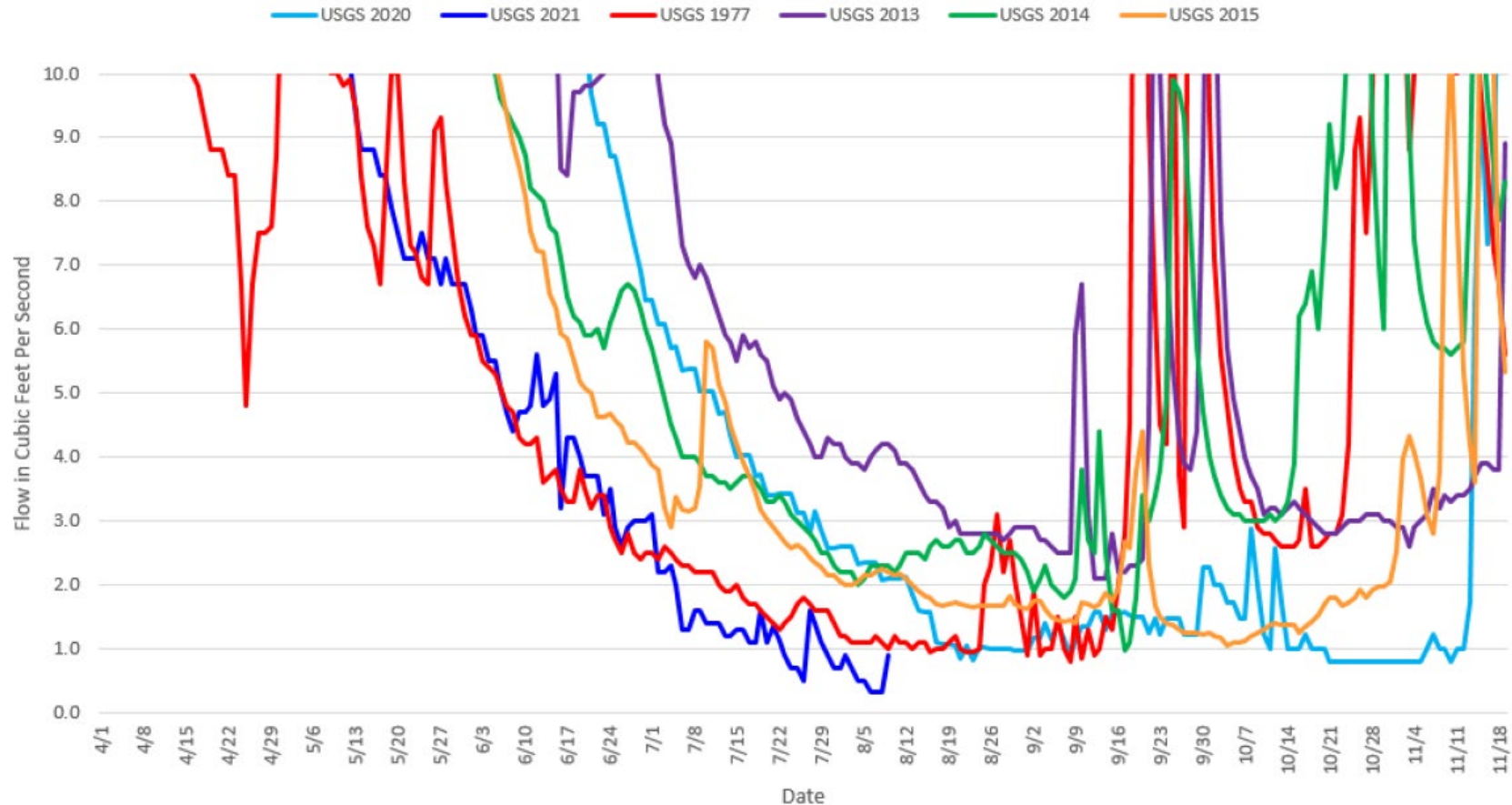
Storage 22.6 Million Gallons:

- × Summers Lane Reservoir 14.7 M gallons
- × Finished Water Tanks 4.5 M gallons
- × Raw Water Holding Ponds 3.4 M gallons

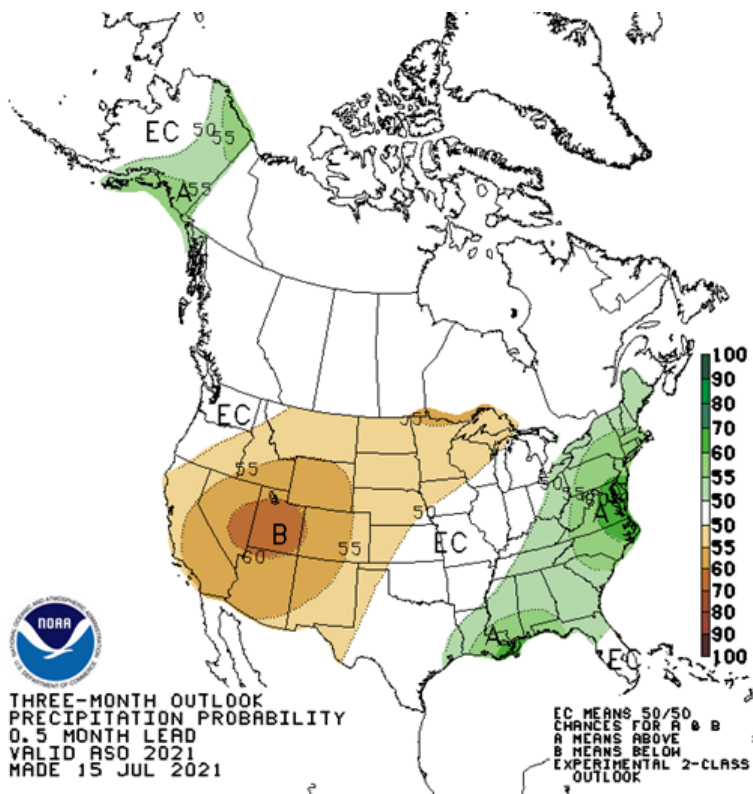
Summer Water Usage



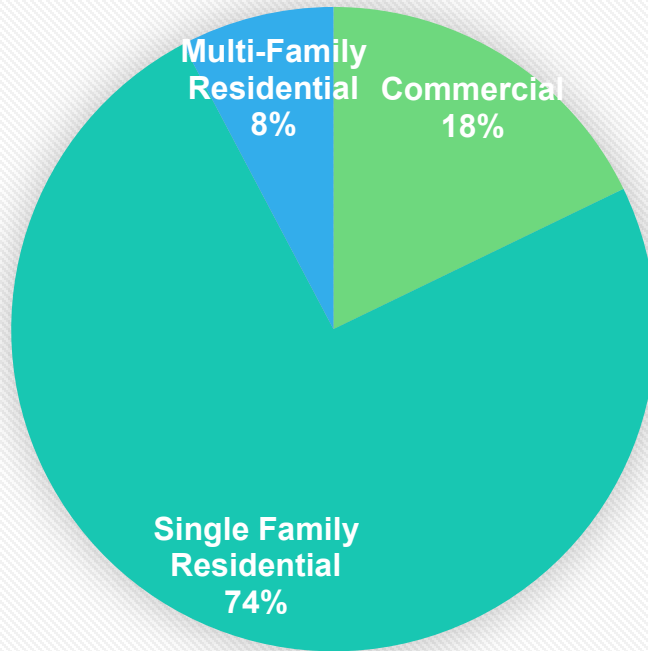
Noyo Flows



Rain Outlook Aug, Sept, Oct 2021

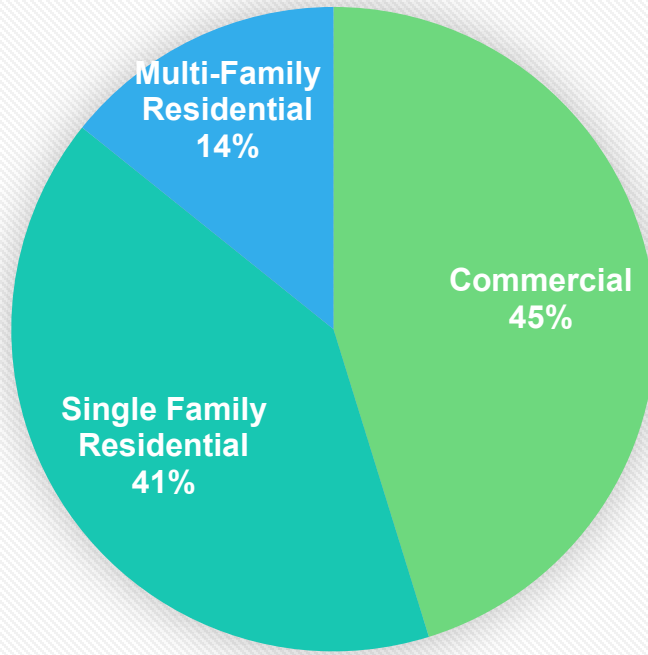


Water Customers by Service



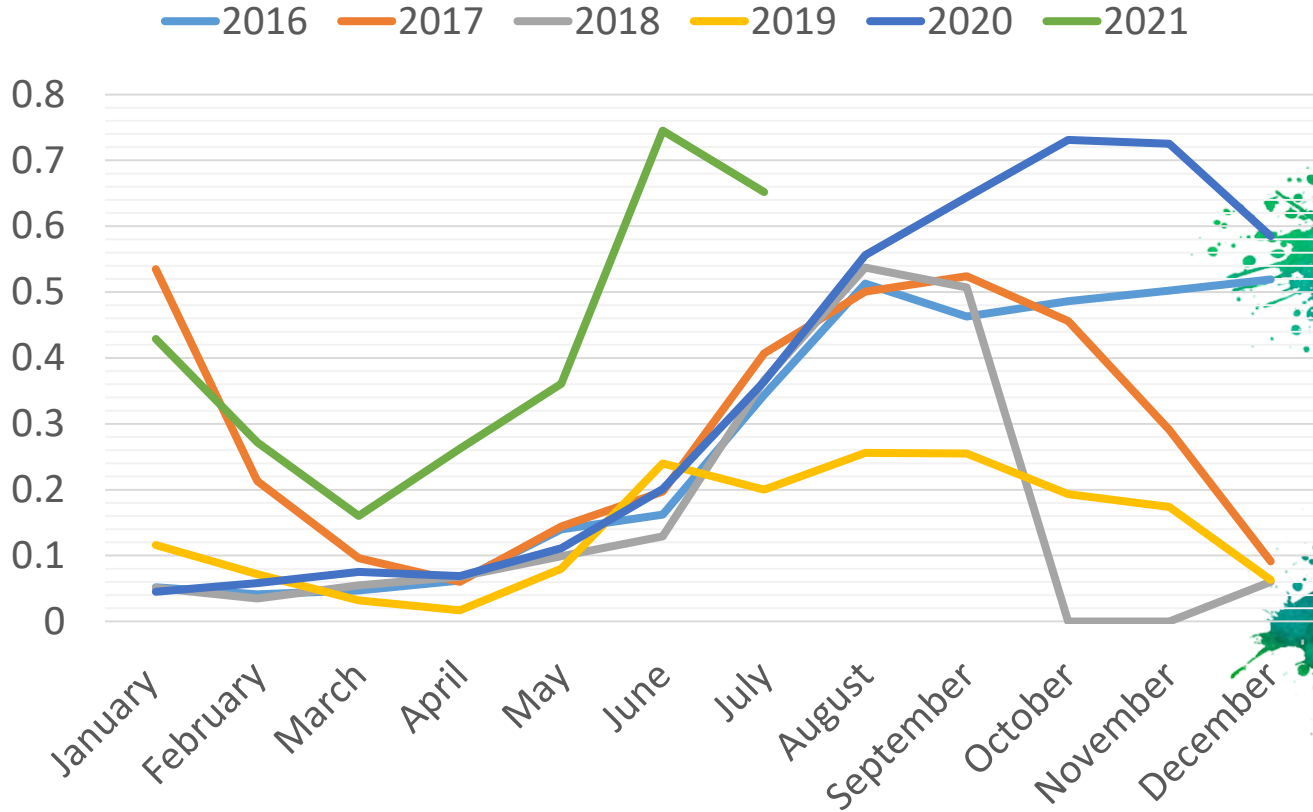
■ Commercial ■ Single Family Residential ■ Multi-Family Residential

Water Consumption by Service



■ Commercial ■ Single Family Residential ■ Multi-Family Residential

Outside Water Sales *(in million gallons)*



Supplemental Supply

1. Camp Noyo started releasing water in diversion dam on July 16th which allows pumping during high tides.
2. Desalination-ReverseOsmosis Treatment System from Aquaclear that will allow it to continue to pump water from the Noyo River during high tides when salinity reaches levels which cannot be processed by the City's Water Treatment Plant.
3. Well-use agreement with the Fort Bragg Unified School District to treat water and place back into water system through close-by hydrant.

Water Conservation Efforts

- × Signage
- × Automated outreach to all water customers
- × Link from top of City website
- × Table tents for restaurants & lodges
- × Calls to hotels
- × Press Releases
- × Radar message board
- × Free water conservation kits

Questions?

Lemos, June

From: Miranda Edison <tresca102@gmail.com>
Sent: Saturday, August 7, 2021 7:03 PM
To: Lemos, June

To whom it may concern;

I understand that there is to be a discussion Aug. 9 to implement stage 3 water restrictions.

I would strongly urge the committee to consider the legalization of dry composting toilets which would save this county untold gallons of water.

Do you even know how much water gets flushed away each day?

Sincerely,

Miranda Edison, Elk, Ca.

Sent from my iPhone

Lemos, June

From: noreply@civicplus.com
Sent: Sunday, August 8, 2021 10:55 AM
To: City Council
Subject: Online Form Submittal: Contact Us (Dropdown)

Contact Us (Dropdown)

First Name	kathy
Last Name	daye
Address1	PO Box 417
Address2	<i>Field not completed.</i>
City	Nehalem
State	OR
Zip	97136
Phone Number	503-300-9378
Email Address	kathydaye@hotmail.com
(Section Break)	
Whom would you like to contact?	City Council
Question / Comment	<p>After reading a story about the water shortage in Mendocino and Fort Bragg, I remembered a story about a dew collection system in Africa where ther is very little moisture. I live on the North Oregon Coast where there is also an onshore flow creating plenty of fog and have spent time in yourmpart of the world as well. So, I researched a bit and came up with a non-profit located in Canada that creates these water harvesting systems around the world in rural areas Here is their website address.</p> <p>www.fogquest.org</p> <p>Anyway, maybe they can help.</p>

Email not displaying correctly? [View it in your browser.](#)



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-354

Agenda Date: 8/9/2021

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Staff Report

Agenda Number: 7C.

Receive Report, Conduct Public Hearing, and Provide Direction Regarding Request to Connect Out-of-City Property Located at 19981 Minnesota Avenue to City Water System



AGENCY: City Council
 MEETING DATE: August 09, 2021
 DEPARTMENT: Community Development
 PRESENTED BY: Chantell O'Neal
 EMAIL ADDRESS: conear@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report, Conduct Public Hearing, and Provide Direction Regarding Request to Connect Out-of-City Property Located at 19981 Minnesota Avenue to City Water System

ISSUE:

The Property owners at 213 Minnesota Avenue (19981 Minnesota Avenue), which is located outside the City Limits in the coastal zone, are requesting to connect to the City’s water system. Fort Bragg Municipal Code Section 14.04.180 provides “Outside City water shall be considered on an individual basis on application to City Council” (Ordinance 416 § 18, passed 1973). The property owner has also requested sewer services. The property is inside the Municipal Improvement District, so this connection will be facilitated by staff separately from this request.

ANALYSIS:

On April 26, 2021, City Council considered and approved a water connection for the property located at 19970 Jacobson Lane (203 Minnesota Ave). The property recently considered by Council is a neighboring property to the one being considered. As shown in the image below, the property is just beyond the City limits and most of the neighboring properties also located outside the City limits, are also already served by water. The property currently relies on a well and septic, but with the current drought, the well reliability is the primary driver for this request.



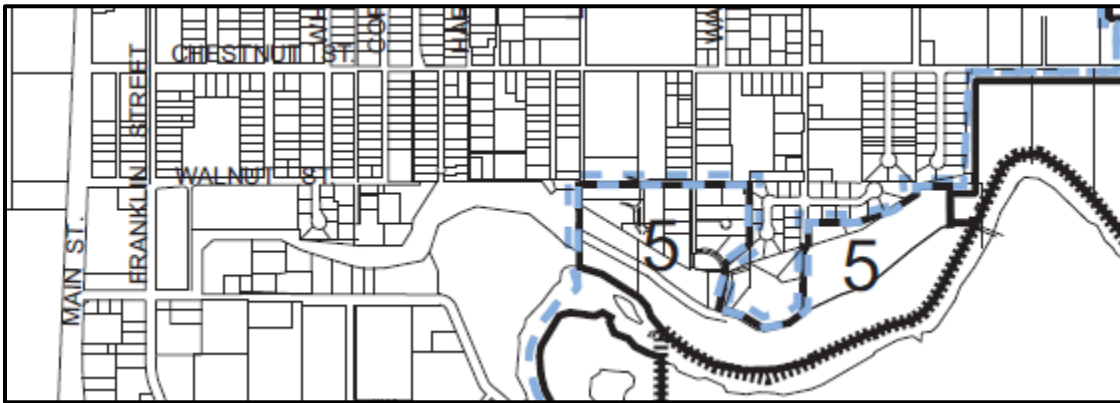
Historic Council Policy:

Until the April 26, 2021 decision, the City of Fort Bragg’s policy has been to disallow new water service connections to parcels outside the City limits, dating as far back as 2000.

The reasoning for the ongoing policy is based on continued studies and monitoring of City water supplies and the conclusion that:

- The City does not have “surplus” water to serve additional properties outside the City limits
- The City has a primary obligation to provide water service to its own citizens before serving others
- The City has planned development areas within City limits that might be limited if water is used for services outside the City

The Coastal General Plan does not address the policy of providing water services to parcels outside the City Limits. It states that out-of-area service agreements may be approved for new connections to the sanitary sewer system (Coastal General Plan Policy LU 2.2) for development proposals that comply with the policy of the Municipal Improvement District. The Policy is silent on potable water service connections. Through review of the General Plan, Annexation of the entire Zone 5, would be another way to facilitate the allowance of this property, and all others located in that zone to connect to City services.



Annexation is a complex process, which is expensive for both the applicant and the City and likely the reason it does not take place very often. An annexation requires an application submitted to the Local Agency Formation Commission (LAFCo) who manages and approves the process. A proposed annexation must conform to the City’s Coastal General Plan (CGP).

Summary:

The City of Fort Bragg is in the midst of a housing crisis and a drought that affects the entire state of California. In the Regional Housing Needs Assessment (RHNA) developed by the Mendocino Council of Governments, the City’s share of the regional housing need is 137 units. The City will have to provide water to these residences. An additional priority of the

Council is developing the former Georgia Pacific Mill Site, which will also require additional water.

In drought years, local residents have been required to conserve water and local businesses have had to go to such extreme steps as having to use paper plates and disposable utensils to conserve water. Adding new water users to the City's water system at this time could exacerbate conditions with existing residents and businesses.

Annexation is an option for the property in question, only if the majority of the zone were to agree. However, it is a long and complicated process, and may face challenges if the City does not have sufficient water resources to serve the zone. Per the determination summarized in the minutes of the April 26, 2021, and consistent with Municipal Code 14.04.180, City staff is seeking authorization for this out-of-City water connection prior to proceeding with the connection.

ALTERNATIVE ACTION(S):

1. Direct staff to conduct a feasibility study for providing water service to out-of-area parcel(s).
2. Direct staff to conduct a survey of Zone 5 to determine if the current property owners in the district would like to pursue annexation.

FISCAL IMPACT:

The typical fee for adding a new water service ranges from \$6,500 to \$7,000. However, in this particular case, the size of the pipe beyond the City's fire hydrant is undersized. The previously authorized water connection for the neighboring property has already paid their portion of the costs to upsize the line to provide for the needed upgrades, and this property's portion would cover the additional costs incurred by the City for those upgrades. The estimated "fair share" cost to the property owner to install this water connection is approximately \$13,000, which includes the connection and capacity fees similar to the neighbors.

The property owner indicated that they have been having water hauled in every 10-14 days to fill their on-site tank at costs as high as \$350/delivery.

GREENHOUSE GAS EMISSIONS IMPACT:

Switching to municipal water could have a minor reduction of greenhouse gas emissions, from reduced water truck trips.

CONSISTENCY:

See above analysis.

IMPLEMENTATION/TIMEFRAMES:

The property indicated they wished to have access to municipal water as soon as approved. The installation of the upsized line to serve the other Minnesota Ave property is scheduled for this month, so if approved both parcels would likely be connected at the same time.

ATTACHMENTS:

1. Request for Extension of Water Service
2. Appeal by Applicant to Connect
3. Hearing Notice

NOTIFICATION:

1. Stefanie Forrester



CITY OF FORT BRAGG
FORT BRAGG WATER WORKS

416 N FRANKLIN STREET
FORT BRAGG, CA 95437

PHONE: (707) 961-2825 FAX: (707) 961-2913 E-Mail: water@fortbragg.com

REQUEST FOR WATER/SEWER SERVICES

SERVICE ADDRESS: 213 Minnesota Avenue, Fort Bragg, CA 95437 CONNECTION DATE: ASAP

Please select one of the following:

RENTER/TENANT PROPERTY OWNER PROPERTY MANAGEMENT

NAME: Stefanie Forrester and Paul Kariser

BUSINESS NAME: (IF APPLICABLE)

MAILING ADDRESS:

CITY/STATE/ZIP:

TELEPHONE: HOME CELL

DRIVERS LICENSE # DATE OF BIRTH:

EMAIL ADDRESS:

REQUIRED TO ESTABLISH SERVICE:

- Tenants must provide lease/rental agreement, photo ID, & \$150 deposit (cash or check).
Owners must provide proof of ownership (Grant Deed) and photo ID.
Property Management companies must provide a property management agreement.

A deposit of \$150.00 is required for all non owner occupied single family residences at the time of connection. Fort Bragg Municipal Code section 14.04.155A states in part that: "the amount of the cash deposit to establish credit for water service shall be no more than twice the amount of the estimated average periodic bill and the deposit for commercial accounts shall be at the discretion of the director of finance". All deposits are refunded upon termination of water service by the consumer. Deposit balances will only be refunded to the account holder.

Customer agrees to pay all utility charges in a timely manner. Charges for service are due and payable upon receipt and become delinquent after 20 days. Bills are past due if left unpaid at the close of business on the date printed on the front of the invoice. Unpaid accounts are subject to a 5% penalty and will be mailed a delinquent notice.

In the event of non-payment, utility service will be terminated. Customer will be required to pay a reconnection charge of \$60.00 in addition to the full account balance before service is restored.

The City of Fort Bragg offers ACH direct debit payments from your checking or savings account. All ACH authorized payments will be debited on the twenty-fifth (25th) of every month. If you are interested please request an authorization form.

The City of Fort Bragg offers online bill pay, if interested please visit city.fortbragg.com and click on the Bill Pay button to get started.

Signature [Redacted]

Date 6/11/21

FOR FINANCE DEPT. USE ONLY
CUSTOMER #
DEPOSIT AMT.
CASH CHECK #
CREDIT CARD
RECEIPT #
TRANSFER DEPOSIT FROM CUSTOMER NUMBER:
TO CUSTOMER NUMBER:
Verifications
Lease/Rental Agreement: (initial)
Ownership: (initial)
Identification: (initial)
Property Mgmt Agmt: (initial)



FOR CITY USE ONLY:
File # 369-21/C
Date Filed: 6.17.2021
Received by: Jlemos

RECEIVED

JUN 17 2021

CITY OF FORT BRAGG
CITY CLERK

APPEAL OF ADMINISTRATIVE DECISION

APPELLANT(S): Stefanie Forrester
MAILING ADDRESS: 213 Min 19981 Minnesota Ave
CITY: Fort Bragg STATE & ZIP CODE: CA 95437
TELEPHONE #: [REDACTED] FAX #: _____

Describe the action being appealed and state the reasons for the appeal.
(You may attach a letter or other exhibits to describe or justify this appeal.)

We are requesting to get city water/sewage at the residence located at 19981 Minnesota Avenue in Fort Bragg. The home currently uses well water and the well has run dry due to drought conditions. We are currently having to truck in potable water every two weeks at an exorbitant price. The home sits immediately outside city limits and all surrounding properties are hooked into city water/sewage. The property just east of 19981 Minnesota Avenue was just approved for city water/sewage. Please reconsider your decision to deny 19981 Minnesota Avenue the right to connect to and receive water and sewage services from the City of Fort Bragg.

APPELLANT(S) SIGNATURE: Stefanie Forrester DATE: 6/14/2021
DATE: _____

FOR CITY USE ONLY:
Fee Paid \$375.00 \$375.00
Receipt # 00436008
Date: 6.17.2021

Notice of ~~Public~~ Hearing:
Mailed () Date: 6.23.2021
Published () Date: NA
Posted () Date: NA

PLANNING COMMISSION ACTION: NA

DATE: 8/19/2021
City Council Mtg

Approve: _____
Deny: _____
Table: _____ Until _____
Receive & File: _____



© 2015 ParcelQuest www.parcelquest.com (888) 217-8999

Date Printed: 06/17/2021 15:13
Receipt Date: 06/17/2021 3:13 PM
Receipt No. 00436008

City of Fort Bragg
416 N Franklin St
Fort Bragg, Ca 95437
(707)961-2825
www.fortbragg.com

CR		375.00
Appeal		
Appeal Fee - A		
dmin Decision		
Requesting Wat		
er/Sewer Servi		
ce		375.00

Total		375.00
Cash		0.00
Check	12	375.00

Change 0.00

Stefanie Forrester
Customer #: 017690
19981 Minnesota Ave

Fort Bragg, CA 95437

Cashier: counter
Station: CH1298



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin St.
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

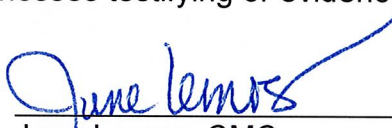
NOTICE OF HEARING (Fort Bragg Municipal Code §1.06.040)

TO: Stefanie Forrester
19981 Minnesota Avenue
Fort Bragg, CA 95437

YOU ARE HEREBY NOTIFIED that a hearing will be held before the Fort Bragg City Council at Town Hall, 363 North Main Street (corner of Laurel and Main Streets), Fort Bragg, California 95437, on the 9th day of August, 2021, at the hour of 6:00 PM or as soon thereafter as the matter may be heard, regarding your Appeal of Administrative Decision filed with the City on June 17, 2021.

You may be present at the hearing. You have the right to be represented by an attorney at your own expense, or to represent yourself without legal counsel. You may present any relevant evidence, question any witnesses testifying or evidence presented against you, and call witnesses on your behalf.

Dated: June 23, 2021



June Lemos, CMC
City Clerk

Lemos, June

From: Paul Clark <pclark@fortbraggrealty.co>
Sent: Monday, August 9, 2021 7:56 AM
To: Lemos, June
Cc: CMAR (CMAR@MCN.ORG); Paul Clark
Subject: City Council Aug 9 2021 Item 7C-21-354 19981 Minnesota Ave Water Hook up

Can staff please update the council and public on what if anything has been done to open up the out of area hookups around the city. Both water and sewer. City water and sewer lines run in many areas but cannot allow hookups due to the general plan of 2000. Sewer if nothing else should be allowed if the line is there, and provide for more area housing. The shortage is mostly man made, with annexation restrictions and hook ups prohibited. Many have water but sewer could allow more housing and of course annexation all the way past the city water tanks was discussed years ago, as it should have been.

A city that does not grow will die, a quote from a past council member.

Thank you.

Paul Clark



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-405

Agenda Date: 8/9/2021

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number: 7D.

Receive Report, Conduct Public Hearing, Receive Planning Commission Recommendation, and Consider Introducing by Title Only and Waiving the First Reading of Ordinance No. 970-2021 Amending Article 2 (Zoning Districts and Allowable Land Uses), Article 4 (Standards for Specific Land Uses) and Article 10 (Definitions) of Title 18 (Inland Land Use and Development Code) of the Fort Bragg Municipal Code Relating to Regulation of Formula Business



AGENCY: City Council
MEETING DATE: August 9, 2021
DEPARTMENT: City Manager
PRESENTED BY: Tabatha Miller
EMAIL ADDRESS: tmiller@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report, Conduct Public Hearing, Receive Planning Commission Recommendation, and Consider Introducing by Title Only and Waiving the First Reading of Ordinance No. 970-2021 Amending Article 2 (Zoning Districts and Allowable Land Uses), Article 4 (Standards for Specific Land Uses) and Article 10 (Definitions) of Title 18 (Inland Land Use and Development Code) of the Fort Bragg Municipal Code Relating to Regulation of Formula Business

ISSUE:

The City Council discussed regulating formula businesses on October 24, 2019 and February 24, 2020. After the second discussion, the City Council directed staff to bring the matter to the Planning Commission to draft an ordinance that would apply to the Inland area of the City. After delays related to the COVID-19 pandemic, staffing reductions and staff turnover in the Community Development Department, the Planning Commission began working on developing an Ordinance in October 2020. On June 2, 2021, the Planning Commission approved a Resolution (5-0) recommending that the City Council adopt the Formula Business Ordinance, adding Chapter 18.46 Formula Business Regulations to the Inland Land Use and Development Code (ILUDC).

On April 12, 2021, the City Council adopted Urgency Ordinance No. 964-2021 placing a 45-day Moratorium on the Approval of Applications and Permits for Formula Businesses in the Inland Zoning Areas. On the same day, an Urgency Ordinance for a Formula Business Moratorium in the Coastal Zoning Areas failed to receive four-fifths vote. On May 24, 2021, the City Council approved an extension of the moratorium for ten months and fifteen days to provide sufficient time to allow the Formula Business Regulations to be finalized, adopted and to become effective. Staff expects that a final ordinance will be adopted prior to April 4, 2022 and that the Inland moratorium can be rescinded early.

The public hearing for this ordinance was continued from July 26, 2021. Staff is presenting the final proposed Ordinance this evening for Public Hearing and Council's consideration. If the Ordinance is introduced this evening and adopted on September 13, 2021, it would become effective October 13, 2021.

ANALYSIS:

Cities cannot prohibit Formula Business within their jurisdictions, but can pass ordinances to impose specific permit requirements to ensure that new Formula Businesses are located in accordance with legitimate land-use and planning goals that support the City's General Plan Policies.

AGENDA ITEM NO. 7D

Three elements to consider in structuring a legally defensible formula business ordinance:

- 1) Establish extensive findings on the purpose of the ordinance;
- 2) Establish clear criteria for the issuance of Use Permits regulating the use of the land which treats the class of Formula Businesses equally; and
- 3) Make clear connections between the Formula Business regulations and stated purpose of the ordinance.

Discussion on Proposed Ordinance Language

Section 1. Legislative Findings

Section 1 of the proposed Ordinance sets forth legislative findings. There have been few legal challenges in California to local Formula Business regulations. One, in which the City of Coronado successfully defended its regulations, was *Organized v. City of Coronado*¹. Although unpublished, so it cannot be relied on as case law, the court relied heavily on the lengthy preamble section that set forth the nondiscriminatory purposes of the regulation. Staff has followed this example, to provide further legal support for adoption of the Formula Business regulations.

Section 2. Chapter 18.46 Formula Business Regulations

18.46.010 Purpose.

The purpose provides an abbreviated purpose for the Ordinance. It introduces the chapter in the code, serves as a sort of preamble and is included in the codified (printed) version in the ILUDC, unlike the more expansive Legislative Findings referenced above. It also helps substantiate the nondiscriminatory justification for the Ordinance.

The purpose of this chapter is to promote and maintain the City's unique small town character, the diversity and vitality of the City's commercial districts, and the quality of life for Fort Bragg's residents and visitors. It is presumed that establishing or preserving a balanced mix of local, regional and national-based businesses will more effectively serve to achieve this purpose as a strategy to maintain and improve the economic health of the City's business districts and the small one-of-a-kind ambiance.

18.46.020 Definitions.

Terms and phrases used in the Formula Business Chapter will be codified in Chapter 18.100 reserved for definitions under the header "Formula Business." Additionally, the Ordinance eliminates the current definition of "Formula Business" in the ILUDC.

The following definitions will be added to the ILUDC as set forth in the Ordinance:

¹ *Organized v. City of Coronado*, 2003 Cal.App.Unpub. LEXIS 5769, Court of Appeals of California, Fourth Appellate District, Division One.

“Array of merchandise/menu” shall be defined as 50 percent or more of in-stock merchandise from a single distributor bearing uniform markings.

“Color scheme” shall be defined as selection of colors used throughout, such as on the furnishings, permanent fixtures, and wallcoverings, or as used on the facade.

“Commercial Establishment” means a commercial establishment that provides goods and/or services directly or indirectly to the consumer.

“Decor” shall be defined as the style of interior finishings, which may include but is not limited to style of furniture, wallcoverings or permanent fixtures.

“Facade” shall be defined as the face, front or side of a building, including awnings, especially the principal front that looks onto a street or an open space.

“Formula Business” means a Commercial Establishment which, along with ten (10) or more other business locations outside of Fort Bragg, regardless of ownership or location at the time that the application is deemed complete, is required by contractual or other arrangement to maintain at least two (2) of the following Standardized features: an Array of merchandise/menu, Decor, Uniforms, Façade, Color scheme, exterior Signage including a Trademark or Service mark as Signage.

“Payday or Check Cashing Commercial Establishment” is a person or company who makes or facilitates a deferred presentment transaction, such that the person or company provides currency or a payment instrument in exchange for a person’s check or agreement to provide access to a drawer’s account in a financial institution and agrees to hold that person’s check for a period of time prior to presentment, deposit, or redemption or facilitates this process.

“Service mark” shall be defined as word, phrase, symbol or design or a combination of words, phrases, symbols or designs that identifies and distinguishes the source of a service from one party from those of others.

For definition of **“Signage,”** see definition of **“sign”** § 18.100.020 (S).

“Standardized” does not mean identical, but means substantially the same.

“Trademark” shall be defined as a word, phrase, symbol or design, or a combination of words, phrases, symbols or designs that identifies and distinguishes the source of the goods from one party from those of others.

“Uniforms” shall be defined as standardized items of clothing including but not limited to standardized aprons, pants, shirts, smocks or dresses, hat, and pins (other than name tags) as well as standardized colors of clothing.

Of note, the definition of “Formula Business” sets the threshold of substantially similar establishments at ten (10). This number allows expanding smaller chains, including regional businesses that have not become ubiquitous with Anywhere USA, to avoid the additional Formula Business regulations. Requiring at least two (2) of the standardized features, provides some flexibility for businesses with national or international trademark or service marks but no other standardized traits. For example, several local hardware stores are affiliated Ace Hardware and many hotels affiliate with chains such as Best Western or

Travelodge for marketing purposes but otherwise maintain relatively unique business attributes.

The phrase “regardless of ownership or location at the time that the application is deemed complete” is to help ensure that the ordinance is not discriminatory against nonlocal businesses. Zoning ordinances enacted to protect local businesses from competition are susceptible to dormant Commerce Clause challenges.² The Dormant Commerce Clause is the constitutional principle that the Commerce Clause prevents state or local regulation of interstate commercial activity even when Congress has not acted under its Commerce Clause power to regulate that activity.

18.46.030 Regulations.

Cities cannot completely ban Formula Businesses within their jurisdictions but they can enact ordinances that impose additional permit requirements that limit the number in a given area, impose certain design guidelines and ensure that the businesses are compatible with surrounding uses. A key tool for cities in regulating Formula Businesses is the Conditional Use Permit (CUP). A zoning ordinance will typically set forth a list of permitted uses, as a matter of right, within each zoning district. Other uses may be allowed but only with a CUP, which in the Fort Bragg Code is referenced as Minor Use Permit (MUP) or Use Permit (UP)³. Use permits add flexibility to zoning and allow for local review to ensure compatibility with the neighborhood or a pre-established set of criteria.

Regulation A below specifically states where Formula Businesses may locate with a Use Permit. Both the Planning Commission and the City Council wavered on whether a Formula Business should be subject to a Minor Use Permit (MUP), a Use Permit (UP), if some Formula Businesses should be allowed by right, or if some zoning districts should allow Formula Businesses by right. The Planning Commission determined that a Use Permit is the correct level of review, apart from the exceptions in Section 18.46.050 (explained later on).

Regulation B below establishes that Design Review is required when establishing the Formula Business and if making exterior alterations. This is a little redundant in that [Section 18.71.050](#) of the ILUDC establishes the requirements for design review and is comprehensive. Nevertheless, referencing this requirement in the Formula Business Chapter ensures that prospective new businesses, not familiar with the code, that qualify as a Formula Business are clearly informed of this requirement. The Planning Commission recognized Design Review and the exterior appearance of Formula Businesses as a significant concern. So much so, that an update of the City’s current Design Guidelines grew out of developing this Ordinance.

² *Island Silver & Spice, Inc. v. Islamorada*, 475 F. Supp. 2d 1281 (S.D. Fla. 2007) struck down Islamorada, Florida’s Formula Business Ordinance because it was tailored to serve local business interests by preventing competition from national chains.

³ MUPs are approved or denied by the Community Development Director, while UPs must be approved or denied by the Planning Commission. Public notices of an application for an MUP will state that a decision will be made by the Director by the date specified unless an interested person requests in writing a public hearing. Notice of a pending UP or MUP is provided to property owners within a 300-foot radius by mail, is posted on the property and published in the newspaper at least 10 days before the decision.

- A. *A Formula Business Establishment may be allowed in the Commercial Zoning Districts with a Use Permit (UP).*
- B. *Establishment of or exterior alteration of a Formula Business is subject to Design Review as set forth in Section 18.71.050.*

18.46.040 Required Findings for Approval.

In addition to the standard findings for issuing a UP or MUP, specific findings clearly connected to the stated purpose of the Formula Business Ordinance are more likely to withstand a legal challenge. Further, articulated findings ensure that the UP is implemented consistently with the Formula Business Ordinance and the General Plan Policies and Goals.

In 2017, the California Court of Appeals invalidated the City of Malibu's Formula Business Ordinance.⁴ Partly at issue was Malibu's CUP requirements for Formula Businesses. Prior to issuing a CUP, the planning commission was required to make findings about the specific chain. If the CUP was approved, it would only apply to that specific establishment and ownership. The Court found these features of Malibu's CUP contrary to well-established principles. A CUP is not a personal interest and should not attach to the permittee but instead a CUP creates a right that runs with the land. Using Starbucks as an example, the Court pointed out that under Malibu's CUP for formula businesses, a Peet's Coffee would be unable to operate the same use in the same location as the Starbucks, which defeated the purpose of a Conditional **Use** Permit [emphasis added].

The takeaway is to avoid any formula business specific findings that focus on the permittee or chain and that once approved for a specific use, that right is transferrable to other establishments or businesses operating the same use. Similarly, the question has been raised whether a franchise-owned formula business should be treated differently than a corporation-owned formula business because the profits stay local. At the October 24, 2019 City Council meeting, the City Attorney provided direction that ownership structure couldn't be a factor in evaluating formula businesses.

Special findings A, B, C, & D (below) ensure that a Formula Business supports and adds to the vitality of the local economy. Special findings E, F, & G focus on design and ensure that the Formula Business is consistent with the design and aesthetic values of Fort Bragg. Rightfully so, the Planning Commission spent significant time reviewing and revising these required findings.

In addition to the findings required by 18.71.060 (F) as prerequisite to the issuance of a use permit, the Planning Commission shall make all of the following findings prior to the issuance

⁴ [*The Park at Cross Creek, LLC v. City of Malibu, \(2017\)*](#) 12 Cal.App. 5th 1196.

of a Use Permit for a Formula Business, unless the project is exempt, in conformance with Section 18.46.050:

- A. *The Commercial Establishment will add to, rather than detract from, the overall economic and cultural vitality of the City; and*
- B. *The Commercial Establishment will not result in an over-concentration of Formula Business establishments in its immediate vicinity or in the City as a whole; and*
- C. *The Commercial Establishment will complement existing businesses; and*
- D. *The Commercial Establishment will promote diversity and variety to assure a balanced mix of commercial uses to serve both resident and visitor populations; and*
- E. *The Commercial Establishment has been designed to preserve and enhance the City's small town character; and*
- F. *The Commercial Establishment's exterior design limits "formula" architectural, sign and other components; and*
- G. *The Commercial Establishment's exterior design integrates existing community architectural design features.*

18.46.050 Exemptions.

The Planning Commission invested significant time finding a balance that allowed for some formula business development "by right." Exemptions D, E, and F to the Formula Business regulations create an exclusion from the Formula Business Regulations, most importantly the required findings in Section 18.46.040. These exemptions allow Formula Businesses by right, so long as other Use Permit requirements are not triggered. In exchange for the "allowed by right" designation, the City restricts the amount of the square footage occupied by Formula Business. By not allowing the full space in a development to be occupied by right by Formula Business, additional opportunities exist for non-Formula Business uses which typically require smaller spaces and are locally based. It also encourages much needed housing in Mixed Use Projects.

The Planning Commission originally discussed these exemptions in the context of support for the Central Business District (CBD). As currently written, these exemptions apply to all Commercial Zoning Districts, except Neighborhood Commercial. Staff found the Commissioners' reasoning on the benefits of allowing some Formula Businesses by right, applicable and beneficial to the other Commercial Zoning Districts.

Exemption D allows Formula Businesses "by right" that are no more than 2,000 square feet (sf) in size. The Planning Commission discussed whether 2,000 was the appropriate square footage and reasoned that smaller formula businesses would benefit the City by filling smaller vacant spaces, especially in the CBD, and would not have the same potentially

adverse impact of the larger formula businesses. Further, a more extensive design review policy in the CBD will protect facades and historic storefronts.

Formula Businesses can also be the source of additional traffic, as patrons seek out the familiar offerings. The limit on parking in the CBD means that patrons may not be able to park right in front of the formula business and may instead need to park a block or more away and walk. Likewise, an individual familiar with a formula business brand may spot that brand in the next block and walk farther into the CBD. Both scenarios increase the pedestrian traffic in the CBD and encourage individuals to patronize other businesses along their route.

One possible area of concern with the exemption set at 2,000 sf for formula businesses is that fast food restaurants with small footprints could qualify for the exemption. This is not as much of a concern in the CBD because parking and stricter design review guidelines will likely ensure that a smaller Formula Business, even a fast food restaurant, fits with the character and historical nature of the CBD. Many formula businesses, especially fast food restaurants depend on ample parking and drive thru service. The historic nature of the CBD limits parking and the space necessary to accommodate a drive thru.

Outside of the CBD, it is more likely that a fast food or quick service restaurant could have a negative impact. The chart below shows the average U.S. square footage of several well-known quick service restaurants, all of which are well above 2,000 sf. There are quick service restaurants that operate in smaller spaces but a review of these establishments found they were typically more innovative, specialized, and lesser-known, and as a result more likely to “fit” in Fort Bragg.

Restaurant Chain	Square Footage
McDonald’s	4,500
Chick-fil-A	4,200
Burger King	3,500
Arby’s	3,500
Wendy’s	3,000
Chipotle’s	2,600
Source: www.statista & www.restfinance	

For comparison purposes, the chart below provides the approximate square footage of existing and proposed development in the City of Fort Bragg.

Building	Square Footage
Dry Shed on Mill Site	~70,000
Safeway	~51,700
Rite Aid	~27,000
Proposed Grocery Outlet	~16,150
North Coast Brewery	~15,700
Former Sears Building	~9,800
Proposed Dollar General	~9,000

Floor Store/Holistic Sunshine (retail space only)	~2,960
Starbucks	~2,800
Taco Bell	~2,400
Speedex/Sinclair's Service Station (as expanded)	~1,800

Under Exemption E, a formula business or multiple formula businesses combined cannot occupy more than twenty-five percent (25%) of a Mixed Use⁵ or Retail Complex⁶ project. General Plan Policy LU-4.2 limits commercial development between the Noyo River and Pudding Creek Bridges to 50,000 square feet, which means that the largest space available to formula business under this exemption would be 12,500 square feet. It is difficult to imagine a commercial use other than formula business that could feasibly fill the remaining 37,500 sf. City Council has provided guidance on a cannabis cultivation ordinance, which limits cultivation activities to Industrial and Light Industrial districts, so it is unlikely cannabis cultivation will be allowed in Commercial Zoning Districts.

As such, Exemption E encourages smaller businesses and balanced development and ensures that anything larger than 12,500 sf with a proposed Formula Business use meets the Special Findings in Section 18.46.040, meaning it is a complementary fit for Fort Bragg. This is consistent with the City's Inland General Plan and the ILUDC which provides certain limits on Big Box Stores.

Under Exemption F, a formula business or businesses can occupy up to thirty-five percent (35%) of a Mixed Use Development project, so long as at least thirty-five percent (35%) of the project is a housing component. This furthers the City Council's goal and the community's need for additional housing at all income levels. Additionally, by limiting the amount of space available to Formula Businesses there is more space available for non-Formula Businesses or additional housing.

Overall, the Planning Commission was concerned with the size and scale of Formula Business stores. Exemption D, E and F support those limitations by encouraging smaller uses on a scale better fitting Fort Bragg and a mix of Formula and non-formula businesses.

Exemption G establishes that a Use Permit is transferrable to a new business, so long as the land use category, location and gross floor area remain the same. This is a legal requirement and counters one of the reasons that the City of Malibu's original citizen initiative regulating Formula Businesses was overturned in 2017.

This Chapter shall not apply to:

- A. *Those land use applications approved prior to the adoption of the Ordinance codified in this chapter;*

⁵ Mixed Use Project is a project that combines both commercial and residential uses, where the residential component is typically located above the commercial. Mixed Use Projects can also be located in separate buildings on the same parcel.

⁶ Retail Complex is defined as a primarily retail commercial site with 3 or more separate businesses sharing common pedestrian parking areas.

- B. *Construction required to comply with fire and/or life safety requirements;*
- C. *Disability accessibility work;*
- D. *A Formula Business that does not exceed 2,000 square feet of gross floor area, except those uses prohibited by Section 18.46.060;*
- E. *Formula Business, which if approved, would not result in Formula Business(es) occupying more than twenty-five percent of the total gross floor area of a Retail Complex or Mixed Use Project, subject to the prohibited uses in Section 18.46.060;*
- F. *A Formula Business, which if approved, would not result in Formula Business(es) occupying more than thirty-five percent of the total gross floor area of a Mixed Use Project in which at least thirty-five percent of total gross floor area is a residential component, subject to the prohibited uses in Section 18.46.060; or*
- G. *Changes in ownership of existing Formula Businesses where there is no substantial change to the land use classification of the use, or in the mode or character of the operation.*

Proposed development that qualifies as an Exemption per D, E, F, or G of this Section is subject to Design Review as provided in Section 18.71.050.

18.46.060 Prohibited Formula Business Uses.

The proposed Ordinance allows Formula Businesses with regulations in all Commercial Zoning Districts except Neighborhood Commercial.⁷ The reason for excluding Neighborhood Commercial was the Planning Commission’s discussions about protecting residential neighborhoods from larger more impactful retail development. Typically, chain stores generate more traffic, both vehicular and pedestrian. Neighborhood Commercial businesses should serve the local neighborhood and not the broader service area, thus this zoning use did not seem to be a good fit for Formula Business.

A prohibition on Payday Lending Formula Businesses has also been added to the Ordinance. These businesses are often associated with taking money out of communities and draining resources instead of adding to them. Formula Business versions of this business model have proliferated in the last twenty years and are credited with downward community economic spirals.⁸

- A. *Formula Businesses are prohibited in the Neighborhood Commercial (CN) Zoning District.*

⁷ Note there is currently no Office Commercial land use zoned in the Inland Area of Fort Bragg.

⁸ [Controlling the Growth of Payday Lending Through Local Ordinances and Resolutions, October 2012](#)

- B. *Formula Business Payday Lending or Check Cashing Commercial Establishments are prohibited in all Zoning Districts.*

18.46.070 Burden of Proof.

This section simply places a permit applicant on notice that they bear the burden of proving that a use does not meet the definition of a Formula Business.

In the event the City determines that a permit application or permit is subject to this chapter for a Formula Business, the permit applicant or holder bears the burden of proving to the City that the proposed or existing use does not constitute a Formula Business.

Community Survey

In October 2020, staff conducted a non-scientific and [informal survey of community members](#) to gauge support for or against further regulation of formula businesses. Over 1,100 responses were received and approximately two-thirds of respondents favored some regulation of formula businesses. Of those in favor, the largest number of respondents indicated a desire to regulate the total number and type of businesses allowed.

Planning Commission Agenda Items History

1. 06-02-2021 Planning Commission Agenda Item:
<https://cityfortbragg.legistar.com/LegislationDetail.aspx?ID=4969275&GUID=8293464C-DC69-425B-ABBF-C29A84008F5C&Options=&Search=>
2. 05-05-2021 Planning Commission Agenda Item:
<https://cityfortbragg.legistar.com/LegislationDetail.aspx?ID=4931044&GUID=D05A39F8-64C5-4386-80A1-3878652A4C5D&Options=&Search=>
3. 02-10-2021 Planning Commission Agenda Item:
<https://cityfortbragg.legistar.com/LegislationDetail.aspx?ID=4791266&GUID=BC2A0%20DF5-7E5B-4B2E-92F5-A2990439AB54&Options=&Search=>
4. 01-6-2021 Planning Commission Agenda Item:
<https://cityfortbragg.legistar.com/LegislationDetail.aspx?ID=4734368&GUID=95%20841ACC-F213-497A-A7C0-5B6B5DD266E6&Options=&Search=>
5. 11-12-2020 Planning Commission Agenda Item:
<https://cityfortbragg.legistar.com/LegislationDetail.aspx?ID=4690413&GUID=86%204E59CA-C811-40B0-A2EA-74FE8B15A4FF&Options=&Search=>
6. 10-14-2020 Planning Commission Agenda Item:
<https://cityfortbragg.legistar.com/LegislationDetail.aspx?ID=4663892&GUID=CF%207C04D6-1EDB-46DE-A786-C6C165DE4242&Options=&Search=>

RECOMMENDED ACTION(S):

1. Open the Public Hearing continued from July 26, 2021;
2. Receive Staff Report;
3. Council questions and clarification;
4. Receive public comment;
5. Close public hearing;
6. Council Deliberation; and
7. Introduce by title only, and waive further reading of Ordinance 970-2021 amending Article 2 (Zoning Districts and Allowable Land Uses), Article 4 (Standards for Specific Land Uses) and Article 10 (Definitions) of Title 18 (Inland Land Use and Development Code) of the Fort Bragg Municipal Code Relating to Regulation of Formula Business as recommended by the Planning Commission.

ALTERNATIVE ACTION(S):

Provide direction to staff regarding revisions to the Municipal Code addressing formula businesses. Substantive changes would require further review and recommendation by the Planning Commission.

FISCAL IMPACT:

The impact of the Ordinance on City revenues is unknown. Of the City’s top twenty-five (25) sales tax generating businesses, as of Fourth Quarter 2020, which represents 69.4% of the General Fund City’s Sales Tax Revenue, fifteen are formula businesses.

Additionally, a number of the hotels in Fort Bragg are associated with chains, such as Super 8, Holiday Inn, Motel 6, Best Western and Travelodge. The Transient Occupancy Tax (TOT) is the General Fund’s largest source of revenue.

Fort Bragg Top Twenty-Five Sales Tax Businesses - Quarter 4, 2020

ARCO AM/PM MINI MART	REDWOOD COAST FUELS
BOATYARD TOBACCO	RINO SERVICE STATIONS
CANCLINI TV & APPLIANCE	RITE AID DRUG STORES
CHEVRON SERVICE STATIONS	ROSSI BUILDING MATERIALS
CVS/PHARMACY	SAFEWAY STORES
DOLLAR TREE STORES	SINCLAIR SERVICE STATIONS
GEO AGGREGATES	SPORT CHRYSLER-JEEP-DODGE
HARVEST MARKET	TACO BELL
KEMPPE LIQUID GAS	THE BREWERY SHOP
MCDONALD'S RESTAURANTS	TRUE VALUE HARDWARE
MENDO MILL & LUMBER COMPANY	TWO SHORT SALES
MENDOCINO COUNTY HORTICULTURE SUPPLY	US CELLULAR
O'REILLY AUTO PARTS	

**Listed in Alphabetical Ordinance*

GREENHOUSE GAS EMISSIONS IMPACT:

N/A

CONSISTENCY:

The Community Design Element of the City's Inland General Plan provides support for regulating Formula Businesses. The intent of the Community Design Element is to establish goals, policies and programs to preserve and enhance Fort Bragg's authentic, small town character, and is concerned primarily with the visual quality of the City.

Adopting Formula Business Regulations is consistent with numerous goals and policies because these regulations are in place to ensure that development within the City maintains and enhances the unique coastal character of our rural small-town. The proposed Ordinance regulating Formula Business is consistent with the following Inland General Plan Goals and Policies:

Goal LU-3 Ensure that the Central Business District remains the historic, civic, cultural, and commercial core of the community.

Policy LU-3.1 Central Business District: Retain and enhance the small-scale, pedestrian friendly, and historic character of the Central Business District (CBD).

Goal LU-4 Promote the economic vitality of the City's existing commercial areas.

Policy LU-4.1 Formula Businesses and Big Box Retail: The location, scale, and appearance of formula businesses and big box retail shall not detract from the economic vitality of established commercial businesses, and shall be consistent with the small town, rural character of Fort Bragg.

Policy LU-4.2 Large-Scale Commercial Development: To maintain scenic views along Main Street and to ensure that building sizes at the City's gateways are in scale with the community, no commercial building shall exceed the following limitations on the gross floor area: a) between the Noyo River and Pudding Creek Bridges - maximum 50,000 square feet b) east of Highway One and north of Pudding Creek Bridge - maximum 30,000 square feet

Policy LU-4.3 Standards for Commercial Uses in Residential Areas: Commercial uses in and adjacent to residential areas shall not adversely affect the primarily residential character of the area.

Policy C-5.1 Community Priorities for Transportation Improvements: Place a higher priority on maintaining a sense of place and enhancing the attractiveness of the Central Business District than on efficient traffic flow and movement.

Policy CD-1.5 Strip Development: Discourage strip development along Main Street.

Goal CD-2 Preserve the Central Business District as the commercial, civic, historic, and cultural center of the community.

Policy CD-2.1 Adaptive Reuse: Facilitate the adaptive reuse of existing older buildings in the Central Business District.

Policy CD-2.3 Economic Vitality: Continue to support the economic diversity and vitality of downtown businesses.

Policy CD-2.5 Strengthen the Distinctive Identity of the Central Business District: Strengthen the distinctive identity and unique sense of place of the Central Business District.

Policy CD-3.2 Gateway Development: Encourage a higher quality of development at the City's gateways.

Policy CD-6.1 Protect and Preserve Buildings and Sites with Historic and Cultural Significance to the Community.

Central Business District Frontage and Façade Standards

Section 18.22.060 applies to new development in the Central Business District. The policies limit the uses allowable on the ground floor (pedestrian-oriented uses, such as retail), prescribe requirements on pedestrian entrances (shall be recessed from the sidewalk), and prohibits formula design.

The following policy regulates formula design:

***E. Formula design prohibited.** The architectural style and exterior finish materials of each proposed structure shall be designed based upon the architectural traditions of Fort Bragg and Mendocino County, and the architectural styles prevalent in the site vicinity. Buildings proposed with architectural features substantially similar to those found in other communities on buildings occupied by the same corporate or franchise entity that will occupy the proposed building are strongly discouraged.*

IMPLEMENTATION/TIMEFRAMES:

If the Ordinance is introduced on August 9, 2021, and adopted on September 13, 2021 it would become effective October 13, 2021.

ATTACHMENTS:

1. Proposed Ordinance
2. Planning Commission Resolution
3. Public Hearing Notice
4. Current Zoning Map

NOTIFICATION:

1. Economic Development Planning, **Notify Me subscriber list**
2. Tourism and Marketing, **Notify Me subscriber list**
3. Fort Bragg Downtown Businesses, **Notify Me subscriber list**
4. John Wojtila, **Dollar General Applicant**

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE ADDING CHAPTER 18.46 (“FORMULA BUSINESS REGULATIONS”) TO ARTICLE 18.4 (“STANDARDS FOR SPECIFIC LAND USES”) OF THE FORT BRAGG INLAND LAND USE AND DEVELOPMENT CODE AND AMENDING CHAPTERS 18.100 (“DEFINITIONS”) AND 18.20 (“ZONING DISTRICTS AND ALLOWABLE LAND USES”) OF THE FORT BRAGG INLAND LAND USE AND DEVELOPMENT CODE

ORDINANCE NO. 970-2021

WHEREAS, the City of Fort Bragg (“City”) adopted an Inland General Plan and certified an Environmental Impact Report Addendum (“EIR Addendum”) for the General Plan on December 2, 2012; and

WHEREAS, the City of Fort Bragg (“City”) adopted an Inland Land Use and Development Code and Negative Declaration on February 10, 2014; and

WHEREAS, the adoption of an Inland Land Use and Development Code is necessary to: 1) provide a regulatory framework for implementation of the Inland General Plan; 2) to implement new state planning and land use requirements; and 3) update zoning regulations in accordance with City Council policy direction; and

WHEREAS, the City Council adopted Urgency Ordinance No. 964-2021 (“Moratorium”), which established a forty-five (45) day moratorium on approval of applications for Formula Businesses, as defined in Ordinance No. 964-2021, in the Inland Zoning Area; and

WHEREAS, the City Council extended the Moratorium on approval of applications for Formula Businesses for an additional 315 days on May 24, 2021 to provide for sufficient time to adopt Formula Business regulations; and

WHEREAS, the Planning Commission considered the Inland Land Use and Development Code at a noticed public hearing on June 2, 2021, at which time all interested parties had the opportunity to be heard; and

WHEREAS, the Planning Commission adopted Resolution PC 07-2021 on June 2, 2021, recommending City Council adopt the amended Inland Land Use and Development Code containing Formula Business regulations; and

WHEREAS, the City Council considered the amended Inland Land Use and Development Code at a noticed and continued public hearing on August 9, 2021, at which time all interested parties had the opportunity to be heard; and

WHEREAS, the staff reports, Planning Commission Resolution, and amended Inland Land Use and Development Code are available for review at City Hall during normal business hours; and

WHEREAS, this Ordinance is exempt pursuant to the California Environmental Quality Act (“CEQA”) and Title 14 of the California Code of Regulations (“CEQA Guidelines”) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

The City Council ordains as follows:

Section 1. Legislative Findings. The City Council hereby finds as follows:

1. The City of Fort Bragg is a small coastal community of 7,500 residents perched on the bluff tops overlooking the Pacific Ocean in northern Mendocino County. A former lumber town with what was a strong fishing industry, Fort Bragg has a rich history and many of its homes and buildings are well over a hundred years old. Located approximately 165 miles north of San Francisco and 185 miles west of Sacramento, Fort Bragg, while quite small, is the largest city on the coast between San Francisco and Eureka. The remoteness of Fort Bragg is one of its greatest assets. The natural landscape is beautiful. The air is clean, the ocean wild, and traffic is a non-issue. The City acquired parkland along the bluff tops of the former mill site and has completed construction of a multiuse trail. This trail created public access to 3.5 miles of scenic coastline and is value added for local residents and visitors alike. Of the City’s 1,869 acres, 962 are located in the Coastal Zone. The coastal views and beauty are critical to what makes Fort Bragg special. Many unique local businesses and brands have made Fort Bragg distinct, relying on the city’s natural beauty and laid-back commercial character. Maintaining the economic health and one-of-a-kind distinction is vital to preserving Fort Bragg’s commercial character while meeting the needs of its visitors and residents.
2. To retain that one-of-a-kind character, the City seeks to avoid the proliferation of chain store uses that result in diluting what makes Fort Bragg unique and instead creates a character of repetitiveness similar to other towns across America, where chain store prevalence grows. Fort Bragg seeks to encourage elements that provide variety and fit with the unique environment, history and its quirky charm while retaining opportunities for all. The City’s mission and vision embraces a friendly city with a small town character and a strong sense of community that values its roots in the fishing and timber industries. The City’s General Plan, Citywide Design Guidelines, and Inland Land Use & Development Code emphasize the commitment to maintaining the strength and vitality of the historic Central Business District.
3. A strong and diverse retail base is necessary for the success of Fort Bragg’s commercial sector, in particular the Central Business District. The City recognizes that a healthy blend of unique and familiar businesses providing diverse retail experiences for both visitors and

residents supports this success. “As the economy evolves to a more tourism and service-based economy, the community has acknowledged the importance of maintaining the historic identity of downtown and the integrity of the residential neighborhoods, while enhancing views and access to the coastline and planning for continued growth and development.” (Inland General Plan 6. Community Design Element). The City is committed to and recognizes the importance of promoting and supporting the economic vitality and diversity of City businesses both in its commercial districts and the historic Central Business District. (Inland General Plan Goal LU-4, Policy CD-6.1 and Policy CD2.3). Maintaining the City’s quality of life and identity is a priority. (Inland General Plan C-5, Policy C-5.1).

4. As the City continues to rely on its reputation as an emerging destination, to sustain and grow its tourism industry Fort Bragg must retain its historical ties to timber and fishing, the coastal and cultural qualities, and its recreation opportunities. Fort Bragg’s commercial uses should promote its unique and special qualities. The commercial uses should not detract from or dilute what makes Fort Bragg stand out from other cities in California. Formula retail businesses are, by their nature, not unique. Many of Fort Bragg’s unique goods and services cannot be found where many of our visitors reside. As a result, the City Council finds that formula retail businesses located in the City, if not regulated, will conflict with and frustrate the City’s goal of maintaining its unique historical character with a local economy that offers visitors and residents non-standard products and services.
5. An abundance of formula retail establishments hinders the City’s ability to promote its unique one-of-a-kind experience and to promote a diverse and balanced retail base within the City. A diverse retail base includes unique character that avoids overwhelming familiarity and sameness. The City Council finds that an overabundance of formula retail establishments will unduly limit or possibly eliminate the availability of businesses that tend to be unique or project the history and character of Fort Bragg.
6. The unrestrained increase of formula retail establishments will hinder the City’s goal to promote economic vitality in existing commercial areas, maintain community identity, and the continued support of economic diversity and vitality in the downtown. (Inland General Plan Goal LU-4, Goal C-5, and CD-2.3) A balanced and diverse retail base should be comprised of a balanced mix of businesses, small, medium and large, familiar and unique, and offering a variety of goods and services. The City strives to ensure that goods and services available locally, meet the regular needs of residents and visitors. The City Council finds that the unregulated establishment of additional formula retail uses may unduly limit or eliminate business establishment opportunities for smaller or medium-sized businesses, which tend to be unique. Further, the unregulated establishment of formula businesses unduly skews the mix of businesses towards formula retailers in lieu of those unique or start-up retailers, and result in decreasing the diversity of goods and services available to residents and visitors.
7. The Inland General Plan Mission and Vision pledges “to preserve and enhance the small town character and natural beauty that make the city a place where people want to live and visit, and to improve the economic diversity of the City to ensure that it has a strong and resilient economy which supports its residents.” (Inland General Plan 1B Mission and Vision). The City Council finds that the public welfare will be served and advanced by regulating formula retail businesses.

8. The City has analyzed the proposed Ordinance and finds that the project is exempt from the California Environmental Quality Act (“CEQA”) because Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) exempts from CEQA those activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This Ordinance will have the net effect of reducing, rather than increasing the amount of change in the City in that it does not authorize any additional uses as permitted or conditionally permitted uses nor does it change the uses allowed in the City or their intensity or density.
9. Amending the Inland Land Use and Development Code by this Ordinance is consistent with the General Plan and any applicable specific plan, and internally consistent with other applicable provisions of the Inland Land Use and Development Code.
10. Amending the Inland Land Use and Development Code by this Ordinance will ensure that Formula Business uses are effectively regulated so that they will not be detrimental to the public interest, health, safety, convenience or welfare of the City.
11. The proposed amendment is internally consistent with other applicable provisions of this Development Code.
12. The foregoing recitals are true and correct and are made a part of this Ordinance.

Section 2. INLAND LAND USE AND DEVELOPMENT CODE

The definition of “Formula Business” in Section 18.100.020 (F) (“Definitions of Specialized Terms and Phrases”) is here by removed and replaced as follows:

“Formula Business” means a commercial establishment which, along with ten (10) or more other business locations outside of Fort Bragg, regardless of ownership or location at the time that the application is deemed complete, is required by contractual or other arrangement to maintain at least two (2) of the following standardized features: an array of merchandise/menu, decor, uniforms, facade, color scheme, exterior signage including a trademark or service mark as signage.

Formula Business Regulations. The following terms and phrases are defined for the purposes of Chapter 18.46 (**Formula Business Regulations**):

1. **“Array of merchandise/menu”** means 50 percent or more of in-stock merchandise from a single distributor bearing uniform markings.
2. **“Color scheme”** means a selection of colors used throughout, such as on the furnishings, permanent fixtures, and wallcoverings, or as used on the facade.
3. **“Commercial Establishment”** means a commercial establishment that provides goods and/or services directly or indirectly to the consumer.
4. **“Decor”** means the style of interior finishings, which may include but is not limited to style of furniture, wallcoverings or permanent fixtures.

5. “**Facade**” means the face, front or side of a building, including awnings, especially the principal front that looks onto a street or an open space.
6. “**Formula Business**” See definition of “Formula Business” § 18.100.020 (F).
7. “**Payday or Check Cashing Commercial Establishment**” means a person or company that makes or facilitates a deferred presentment transaction, such that the person or company provides currency or a payment instrument in exchange for a person’s check or agreement to provide access to a drawer’s account in a financial institution and agrees to hold that person’s check for a period of time prior to presentment, deposit, or redemption or facilitates this process.
8. “**Service mark**” means a word, phrase, symbol or design or a combination of words, phrases, symbols or designs that identifies and distinguishes the source of a service from one party from those of others.
9. “**Signage**”. See definition of “**sign**” § 18.100.020 (S).
10. “**Standardized**” means substantially the same, but not necessarily identical.
11. “**Trademark**” means a word, phrase, symbol or design, or a combination of words, phrases, symbols or designs that identifies and distinguishes the source of the goods from one party from those of others.
12. “**Uniforms**” means standardized items of clothing including but not limited to standardized aprons, pants, shirts, smocks or dresses, hat, and pins (other than name tags) as well as standardized colors of clothing.

Section 3. INLAND LAND USE AND DEVELOPMENT CODE

Chapter 18.46 (“Formula Business Regulations”) is hereby added to the Inland Land Use and Development Code to provide as follows:

18.46.010 Purpose.

The purpose of this chapter is to promote and maintain the City’s unique small town character, the diversity and vitality of the City’s commercial districts, and the quality of life for its residents and visitors. It is presumed that establishing or preserving a balanced mix of local, regional and national-based businesses will more effectively serve to achieve this purpose as a strategy to maintain and improve the economic health of the City’s business districts and the small one-of-a-kind ambiance.

18.46.020 Definitions.

The specialized and technical terms and phrases used in this chapter are defined in Article 10 (Definitions), under “Formula Business Regulations.”

18.46.030 Regulations.

- A. A Formula Business Establishment may be allowed in the Commercial Zoning Districts with a Use Permit (UP).
- B. Establishment of or exterior alteration of a Formula Business is subject to Design Review as set forth in Section 18.71.050.

18.46.040 Required Findings for Approval.

In addition to the findings required by 18.71.060 (F) as prerequisite to the issuance of a use permit, the Planning Commission shall make all of the following findings prior to the issuance of a Use Permit for a Formula Business, unless the project is exempt in conformance with Section 18.46.050:

- A. The Commercial Establishment will add to, rather than detract from, the overall economic and cultural vitality of the City; and
- B. The Commercial Establishment will not result in an over-concentration of Formula Business establishments in its immediate vicinity or in the City as a whole; and
- C. The Commercial Establishment will complement existing businesses; and
- D. The Commercial Establishment will promote diversity and variety to assure a balanced mix of commercial uses to serve both resident and visitor populations; and
- E. The Commercial Establishment has been designed to preserve and enhance the City's small town character; and
- F. The Commercial Establishment's exterior design limits "formula" architectural, sign and other components; and
- G. The Commercial Establishment's exterior design integrates existing community architectural design features.

18.46.050 Exemptions.

This Chapter shall not apply to:

- A. Those land use applications approved prior to the adoption of the Ordinance codified in this chapter;
- B. Construction required to comply with fire and/or life safety requirements;
- C. Disability accessibility work;
- D. A Formula Business that does not exceed 2,000 square feet of gross floor area, except those uses prohibited by Section 18.46.060;
- E. Formula Business, which if approved, would not result in Formula Business(es) occupying more than twenty-five percent (25%) of the total gross floor area of a Retail Complex or Mixed Use Project, except those uses prohibited by Section 18.46.060;

- F. A Formula Business, which if approved, would not result in Formula Business(es) occupying more than thirty-five percent (35%) of the total gross floor area of a Mixed Use Project in which at least thirty-five percent (35%) of total gross floor area is a residential component, except those uses prohibited by Section 18.46.060; or
- G. Changes in ownership of existing Formula Businesses where there is no substantial change to the land use classification of the use, or in the mode or character of the operation.

Proposed development that qualifies as an Exemption pursuant to D, E, F, or G of this Section is subject to Design Review as provided in Section 18.71.050.

18.46.060 Prohibited Formula Business Uses.

- A. Formula Businesses are prohibited in the Neighborhood Commercial (CN) Zoning District.
- B. Formula Business Payday Lending or Check Cashing Commercial Establishments are prohibited in all Zoning Districts.

18.46.070 Burden of Proof.

If the City determines that a permit application or permit is subject to this chapter for a Formula Business, the permit applicant or holder bears the burden of proving to the City that the proposed or existing use does not constitute a Formula Business.

Section 4. INLAND LAND USE AND DEVELOPMENT CODE

Table 2-6 of Section 18.22.030 (“Commercial District Land Uses and Permit Requirements”) of the Inland Land Use and Development Code, entitled “Allowed Land Uses and Permit Requirements for Commercial Zoning Districts” is hereby amended as follows:

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	P	Permitted use, Zoning Clearance required				
	MUP	Minor Use Permit required (see § 18.71.060)				
	UP	Use Permit required (see § 18.71.060)				
	S	Permit requirement set by Specific Use Regulations				
	—	Use not allowed				
LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	CN	CO	CBD	CG	CH	
RETAIL TRADE						
Artisan shop	UP	UP	P	P	P	
Auto and vehicle sales and rental	—	—	—	P	P	
Auto parts sales with no installation services	—	—	—	P	P	
Bar/tavern	—	—	UP	MUP	MUP	
Big box retail	—	—	—	UP	UP	
Building and landscape materials sales - Indoor	—	—	—	P	UP	

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	P	Permitted use, Zoning Clearance required				
	MUP	Minor Use Permit required (see § 18.71.060)				
	UP	Use Permit required (see § 18.71.060)				
S	Permit requirement set by Specific Use Regulations					
—	Use not allowed					
LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	CN	CO	CBD	CG	CH	
Building and landscape materials sales - Outdoor	—	—	—	UP	UP	18.42.130
Cannabis retail	—	—	MUP	MUP	MUP	18.42.057 Chapter 9.30
Cannabis retail - Delivery only	—	—	—	MUP	MUP	18.42.057 Chapter 9.30
Construction and heavy equipment sales and rental	—	—	—	UP	UP	18.42.130
Convenience store	P	—	P	P	P	
Drive-through retail or service	—	—	UP	UP	UP	18.42.070
Farm supply and feed store	—	—	—	P	UP	
Formula Business	—	UP(2)	UP(2)	UP(2)	UP(2)	Chapter 18.46
Formula Business – 2,000 sf or less	—	P	P	P	P	Chapter 18.46
Fuel dealer (propane for home and farm use, etc.)	—	—	—	UP	—	
Furniture, furnishings and appliance store	—	—	P	P	UP	
Retail, general - 10,000 sf or larger	—	—	UP	UP	UP	
Retail, general - 5,000 sf – 9,999 sf	—	—	P	P	P	
Retail, general - Less than 5,000 sf	P	P	P	P	P	
Groceries, specialty foods	P	—	P	P	P	
Mobile home, boat, or RV sales	—	—	—	UP	UP	
Night club	—	—	UP	UP	UP	
Outdoor retail sales and activities	—	—	P	P	P	18.42.130
Restaurant, café, coffee shop	UP	P	P	P	P	18.42.165
Second hand store	—	—	—	P	P	
Service station	—	—	—	UP	UP	18.42.180
Shopping center	—	—	—	UP	UP	

Key to Zoning District Symbols

CN	Neighborhood Commercial	CG	General Commercial
CO	Office Commercial	CH	Highway and Visitor Commercial
CBD	Central Business District		

Notes:

(1) See Article [10](#) for land use definitions.

(2) Use Permit required except for the exceptions set forth in [18.46.050](#).

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	P	Permitted use, Zoning Clearance required				
	MUP	Minor Use Permit required (see § 18.71.060)				
	UP	Use Permit required (see § 18.71.060)				
	S	Permit requirement set by Specific Use Regulations				
	—	Use not allowed				
LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	CN	CO	CBD	CG	CH	

SERVICES - BUSINESS, FINANCIAL, PROFESSIONAL

Bank, financial services	UP	P	P	P	P	
Business support service	—	P	P	P	P	
Formula Business	—	UP(2)	UP(2)	UP(2)	UP(2)	Chapter 18.46
Formula Business – 2,000 sf or less	—	P	P	P	P	Chapter 18.46
Medical services - Doctor office	P	P	P	P	UP	
Medical services - Clinic, lab, urgent care	—	P	P	P	—	
Medical services - Hospital	—	UP	—	UP	UP	
Office - Accessory	P	P	P	P	P	
Office - Business/service	—	P	P	P	P	
Office - Professional/administrative	—	P	P	P	P	

SERVICES - GENERAL

Adult day care	P	P	P	P	UP	
Catering service	—	P	P(3)	P	—	
Child day care center	UP	UP	UP	UP	MUP	
Drive-through service	—	—	UP	UP	UP	18.42.070
Equipment rental	—	—	UP	P	UP	
Formula Business	—	UP(2)	UP(2)	UP(2)	UP(2)	Chapter 18.46
Formula Business – 2,000 sf or less	—	P	P	P	P	Chapter 18.46
Kennel, animal boarding	—	—	—	UP	—	18.42.040
Lodging - Bed and breakfast inn (B&B)	—	—	UP	UP	P	18.42.050
Lodging - Hotel or motel	—	—	UP	UP	UP	
Lodging - Vacation rental unit	—	—	MUP	—	—	18.42.190
Maintenance service - Client site services	—	—	—	P	—	
Mortuary, funeral home	—	P	—	P	—	
Personal services	P	P	P	P	MUP	
Personal services - Restricted	—	—	UP	UP	UP	
Public safety facility	—	P	P	P	P	
Repair service - Equipment, large appliances, etc.	—	—	—	P	P	
Vehicle services - Major repair/body work	—	—	—	UP	UP	
Vehicle services - Minor maintenance/repair	—	—	—	P	P	
Veterinary clinic, animal hospital	—	P	—	P	P	

Key to Zoning District Symbols

CN	Neighborhood Commercial	CG	General Commercial
CO	Office Commercial	CH	Highway and Visitor Commercial
CBD	Central Business District		

Notes:

(1) See Article [10](#) for land use definitions.

(2) Use Permit required except for the exceptions set forth in [18.46.050](#).

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

Section 6. Effective Date and Publication. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

The foregoing Ordinance was introduced by Councilmember at a regular meeting of the City Council of the City of Fort Bragg held on August 9, 2021 and adopted at a regular meeting of the City of Fort Bragg held on the September 13, 2021 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:
- RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk

PUBLISH: August 19, 2021 and September 23, 2021 (by summary).
EFFECTIVE DATE: October 13, 2021.

RESOLUTION NO. *PC 07-2021*

RESOLUTION OF THE FORT BRAGG PLANNING COMMISSION RECOMMENDING APPROVAL OF THE FORMULA BUSINESS ORDINANCE TO THE FORT BRAGG CITY COUNCIL.

WHEREAS, the City adopted an Inland General Plan and certified an Environmental Impact Report Addendum ("EIR Addendum") for the General Plan on December 2, 2012; and

WHEREAS, the City adopted an Inland Land Use and Development Code and Negative Declaration on February 10, 2014; and

WHEREAS, the adoption of an Inland Land Use and Development Code is necessary to: 1) provide a regulatory framework for implementation of the Inland General Plan; 2) to implement new state planning and land use requirements; and 3) update zoning regulations in accordance with City Council policy direction; and

WHEREAS, on February 24, 2020, the City of Fort Bragg ("City") City Council directed the staff to work with the Planning Commission to develop an Ordinance to regulate Formula Business; and

WHEREAS, the Planning Commission discussed and provided guidance on an Ordinance to regulate Formula Business on October 14, 2020; November 12, 2020; January 6, 2021; February 10, 2021 and May 5, 2021; and

WHEREAS, on April 12, 2021, the City Council adopted Urgency Ordinance No. 964-2021, which established a forty-five (45) day moratorium on approval of applications for Formula Businesses, as defined in the Ordinance, in the Inland Zoning Area; and

WHEREAS, the City Council extended the Moratorium on approval of applications for Formula Businesses for an additional 315 days on May 24, 2021 to provide for sufficient time to adopt Formula Business Regulations; and

WHEREAS, the Planning Commission considered the Inland Land Use and Development Code at a noticed public hearing on June 2, 2021, at which time all interested parties had the opportunity to be heard; and

WHEREAS, the Project is exempt pursuant to the California Environmental Quality Act ("CEQA") and Title 14, the California Code of Regulations ("CEQA Guidelines") because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

WHEREAS, the City of Fort Bragg Planning Commission held a public hearing on June 2, 2021, which included evidence establishing the following:

1. The proposed amendment is consistent with the General Plan and any applicable specific plan; and
2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
3. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

NOW, THEREFORE, the Fort Bragg Planning Commission of the City of Fort Bragg resolves as follows:

Based on the evidence presented, both oral and documentary, the Planning Commission finds the following required findings regarding the proposed Formulas Business Ordinance:

- a. The proposed amendment is consistent with a number of Goals and Policies in the Inland General Plan that focus on preserving and enhancing Fort Bragg's small town and historic character, with expanded focus on the Central Business District. The proposed amendment is also consistent with those Goals and Policies that promote economic vitality and highlight the importance of ensuring that Formula Businesses and Big Box Retail do not detract from economic vitality. Those goals and policies include: Goal LU-3, Policy LU 3.1, Policy LU-3.6, Goal LU-4, Policy LU-4.1, Policy LU-4.2, Policy LU 4.3, C-5.1, Policy CD-1.5, Goal CD-2, Policy CD-2.3, Policy CD-2.5, Policy CD-3.2, and Policy CD-6.1. Further, the proposed amendment is consistent with the intent of Community Design Element of the Inland General Plan, which is to preserve and enhance Fort Bragg's authentic, small town character and visual quality; and
- b. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City. To the contrary, the proposed amendment regulates formula businesses in order to reduce potentially detrimental impact to the public health, safety, and welfare. Unregulated establishment of formula retail establishment uses may unduly limit or eliminate business establishment opportunities for smaller or medium-sized businesses, many of which tend to be unique and unduly skews the mix of businesses towards formula retailers in lieu of those unique or start-up retailers, and results in decreasing the diversity of goods and services available to residents and visitors; and
- c. The proposed amendment is consistent with other applicable provisions of the Development Code because it addresses development in existing commercial zones within the City of Fort Bragg and provides additional guidelines and regulations for these areas. This includes policies that prohibit and discourage formula design elements that are similar to those found in other communities occupied by corporate or franchise entities, and those that maintain a sense of place and enhancing the attractiveness of the Central Business District.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Fort Bragg Planning Commission does hereby recommend Approval of the Formula Business Regulation Ordinance by the Fort Bragg City Council.

The above and foregoing Resolution was introduced by Commissioner Andreis, seconded by Chair Logan, and passed and adopted at a special meeting of the Planning Commission of the City of Fort Bragg held on the 2nd day of June, 2021, by the following vote:

AYES: Commissioners Andreis, Miklose, Roberts, and Chair Logan
NOES: None
ABSENT: None
ABSTAIN: None
RECUSED: None



Jeremy Logan, Chair

ATTEST:



Sarah Peters, Office Assistant



CIUDAD DE FORT BRAGG

Incorporada el 5 de agosto 1889

416 N. Franklin Street, Fort Bragg, CA 95437

Teléfono: (707) 961-2827 Fax: (707) 961-2802

<https://city.fortbragg.com/>

AVISO DE AUDIENCIA PÚBLICA

POR LA PRESENTE SE DA AVISO de que el Concejo Municipal de Fort Bragg llevará a cabo una audiencia pública en una reunión programada regularmente que se llevará a cabo a las 6:00 p.m., o tan pronto como se escuche el asunto, el LUNES 26 DE JULIO de 2021 en el Ayuntamiento. , 363 North Main Street, Fort Bragg, California. La audiencia pública se referirá al siguiente tema:

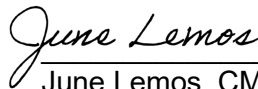
Recibir un informe, realizar una audiencia pública, recibir la recomendación de la Comisión de Planificación y considerar la posibilidad de presentar solo por título y renunciar a la primera lectura de la Ordenanza No. 970-2021 que modifica el artículo 2 (distritos de zonificación y usos permitidos de la tierra), el artículo 4 (normas para usos específicos de la tierra).) y el artículo 10 (Definiciones) del Título 18 (Código de desarrollo y uso de tierras continentales) del Código municipal de Fort Bragg relativo a la regulación del negocio de las fórmulas

La audiencia estará abierta a la participación del público. Se invita a todas las personas interesadas a comparecer en ese momento para presentar sus comentarios. El período de comentarios públicos se extiende desde la fecha de publicación de este aviso hasta la fecha de la audiencia para permitir tiempo suficiente para la presentación de comentarios por correo.

La ordenanza propuesta está disponible para su revisión y / o copia durante el horario normal de oficina en el Ayuntamiento de Fort Bragg, 416 North Franklin Street, Fort Bragg, California 95437. El resumen del tema de la agenda y los documentos de respaldo que serán considerados por los concejales estarán disponibles para revise en Fort Bragg City Hall y en el sitio web de la ciudad: www.city.fortbragg.com el 21 de julio de 2021.

Las comunicaciones escritas deben recibirse a más tardar en la fecha de la reunión. Al concluir la audiencia pública, el Ayuntamiento de Fort Bragg considerará una decisión para adoptar la ordenanza.

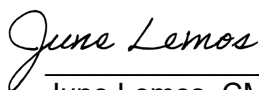
FECHA: el 15 de julio 2021


June Lemos, CMC
City Clerk

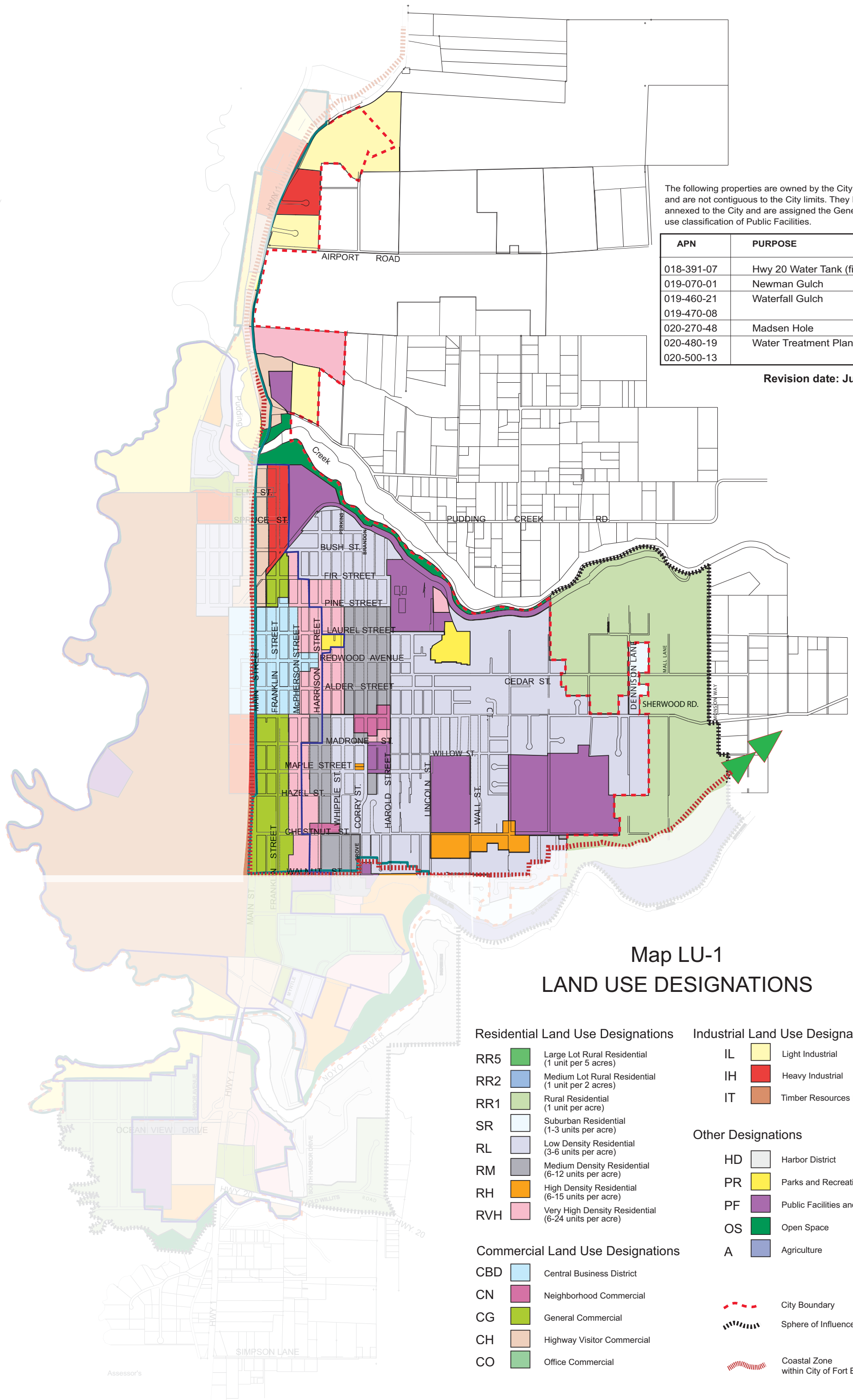
PUBLICADO: el 15 de julio 2021

ESTADO DE CALIFORNIA, CONDADO DE MENDOCINO:

Declaro, bajo pena de perjurio, que soy empleado de la Ciudad de Fort Bragg en el Departamento de Servicios Administrativos; y que hice que este aviso se publicara en el Caso de Aviso del Ayuntamiento el 15 de julio de 2021 o antes.


June Lemos, CMC
Secretaria Municipal

Ocean Pacific



The following properties are owned by the City of Fort Bragg and are not contiguous to the City limits. They have been annexed to the City and are assigned the General Plan land use classification of Public Facilities.

APN	PURPOSE
018-391-07	Hwy 20 Water Tank (fire station)
019-070-01	Newman Gulch
019-460-21	Waterfall Gulch
019-470-08	
020-270-48	Madsen Hole
020-480-19	Water Treatment Plant/Corp. Yard
020-500-13	

Revision date: July 2012

Map LU-1 LAND USE DESIGNATIONS

- Residential Land Use Designations**
 - RR5 Large Lot Rural Residential (1 unit per 5 acres)
 - RR2 Medium Lot Rural Residential (1 unit per 2 acres)
 - RR1 Rural Residential (1 unit per acre)
 - SR Suburban Residential (1-3 units per acre)
 - RL Low Density Residential (3-6 units per acre)
 - RM Medium Density Residential (6-12 units per acre)
 - RH High Density Residential (6-15 units per acre)
 - RVH Very High Density Residential (6-24 units per acre)
- Commercial Land Use Designations**
 - CBD Central Business District
 - CN Neighborhood Commercial
 - CG General Commercial
 - CH Highway Visitor Commercial
 - CO Office Commercial
- Industrial Land Use Designations**
 - IL Light Industrial
 - IH Heavy Industrial
 - IT Timber Resources Industrial
- Other Designations**
 - HD Harbor District
 - PR Parks and Recreation
 - PF Public Facilities and Services
 - OS Open Space
 - A Agriculture
- City Boundary (dashed red line)
- Sphere of Influence (dotted black line)
- Coastal Zone within City of Fort Bragg (wavy red line)

The boundaries of the Land Use Designations are general and schematic illustrating the policies of the General Plan. Refer to the Parcel Maps at the Community Development Department for updated parcel boundary maps.

CHAPTER 18.46 FORMULA BUSINESS REGULATIONS

CITY COUNCIL
AUGUST 9, 2021



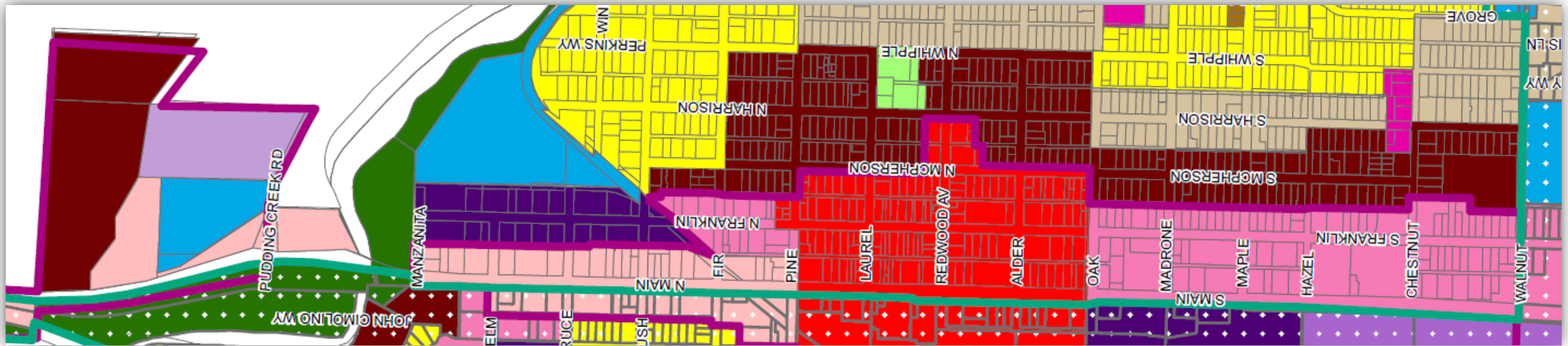
FORMULA BUSINESS ORDINANCE

PROPOSED ACTION PLAN	PROPOSED DATE
PC Finalize Ordinance Language	May 5, 2021
Planning Commission Public Hearing	June 2, 2021
City Council Review Ordinance	June 28, 2021
City Council Introduction and Public Hearing	August 9, 2021
City Council Adopts Ordinance	September 13, 2021
Formula Business Effective Date	October 13, 2021
City Council Rescinds Moratorium	October 25, 2021
Develop Coastal Formula Business Regulation	Late Fall/Winter 2021-22

MORATORIUM ON FORMULA BUSINESS

- ▶ 45-Day moratorium on approval of applications and permits for Formula Businesses in the Inland Zoning Area
- ▶ Approved by 4/5 Councilmembers
- ▶ May 24, 2021 –City Council extended moratorium for 10 months and 15 days
- ▶ May be extended for a total period of two years
- ▶ Impacts Dollar General Application
- ▶ Moratorium for Coastal Area failed

INLAND COMMERCIAL DISTRICTS



PROPOSED ORDINANCE - LEGISLATIVE FINDINGS

- ▶ Establishes the nondiscriminatory purpose for regulating Formula Businesses
- ▶ Lengthy preamble section aka “extensive findings”
- ▶ Not codified, so it is not printed as part of the Inland Land Use Development Code (ILUDC)

PROPOSED ORDINANCE – 18.46.010 PURPOSE

- ▶ Abbreviated purpose
- ▶ Serves as an Introduction
- ▶ Included in the codified or printed ILUDC
- ▶ Adds to the support for the nondiscriminatory purpose of the Ordinance

PROPOSED ORDINANCE - 18.46.020 DEFINITIONS

- ▶ Separately, listed in Definitions 18.100 as applicable to “Formula Business Chapter”
- ▶ Replace existing definition of “Formula Business”
- ▶ Added “Commercial Establishment” instead of listing all land uses that were included or excluded from Formula Business
- ▶ Added “Payday or Check Cashing Commercial Establishment”

PROPOSED ORDINANCE – 18.46.030 REGULATIONS

Added Regulation:

- ▶ *A Formula Business Establishment may be allowed in the Commercial Zoning Districts with a Use Permit (UP).*
- ▶ *Establishment of or exterior alteration of a Formula Business is subject to Design Review as set forth in Section 18.71.050.*

PROPOSED ORDINANCE – 18.46.040 REQUIRED FINDINGS

- A. The Commercial Establishment will add to, rather than detract from, the overall economic and cultural vitality of the City; and
- B. The Commercial Establishment will not result in an over-concentration of Formula Business establishments in its immediate vicinity or in the City as a whole; and
- C. The Commercial Establishment will complement existing businesses; and
- D. The Commercial Establishment will promote diversity and variety to assure a balanced mix of commercial uses to serve both resident and visitor populations; and
- E. The Commercial Establishment has been designed to preserve and enhance the City's small town character; and
- F. The Commercial Establishment's exterior design limits "formula" architectural, sign and other components; and
- G. The Commercial Establishment's exterior design integrates existing community architectural design features.

PROPOSED ORDINANCE – 18.46.050 SELECTED EXEMPTIONS

- D. *A Formula Business that does not exceed 2,000 square feet of gross floor area, except those uses prohibited by Section 18.46.060;*
- E. *Formula Business, which if approved, would not result in Formula Business(es) occupying more than twenty-five percent (25%) of the total gross floor area of a Retail Complex or Mixed Use Project, except those uses prohibited by Section 18.46.060;*
- F. *A Formula Business, which if approved, would not result in Formula Business(es) occupying more than thirty-five percent (35%) of the total gross floor area of a Mixed Use Project in which at least thirty-five percent (35%) of total gross floor area is a residential component, except those uses prohibited by Section 18.46.060; or*
- G. *Changes in ownership of existing Formula Businesses where there is no substantial change to the land use classification of the use, or in the mode or character of the operation.*

Proposed development that qualifies as an Exemption pursuant to D, E, F, or G of this Section is subject to Design Review as provided in Section 18.71.050.

SQUARE FOOTAGE COMPARISONS – FAST FOOD RESTAURANTS

Restaurant Chain	Square Footage
McDonald's	4,500
Chick-fil-A	4,200
Burger King	3,500
Arby's	3,500
Wendy's	3,000
Chipotle's	2,600

Source: www.statista & www.restfinance

SQUARE FOOTAGE COMPARISONS – LOCAL DEVELOPMENT

Building	Square Footage
Dry Shed on Mill Site	~70,000
Safeway	~51,700
Rite Aid	~27,000
Proposed Grocery Outlet	~16,150
North Coast Brewery	~15,700
Former Sears Building	~9,800
Proposed Dollar General	~9,000
Floor Store/Holistic Sunshine (retail space only)	~2,960
Starbucks	~2,800
Taco Bell	~2,400
Speedex/Sinclair's Service Station (as expanded)	~1,800

PROPOSED ORDINANCE – 18.46.060 PROHIBITED FB USES

- A. *Formula Businesses are prohibited in the Neighborhood Commercial (CN) Zoning District.*

- B. *Formula Business Payday Lending or Check Cashing Commercial Establishments are prohibited in all Zoning Districts.*

PROPOSED ORDINANCE – 18.46.070 BURDEN OF PROOF

- ▶ *In the event the City determines that a permit application or permit is subject to this chapter for a Formula Business, the permit applicant or holder bears the burden of proving to the City that the proposed or existing use does not constitute a Formula Business.*

PROPOSED ORDINANCE – USE TABLE UPDATES

Table 2-6

Retail Trade; Services - Business, Financial, Professional; and Services - General

LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	CN	CO	CBD	CG	CH	
Formula Business	-	UP(2)	UP(2)	UP(2)	UP(2)	Chapter 18.46
Formula Business – 2,000 sf or less	-	P	P	P	P	Chapter 18.46

(1) See Article 10 for land use definitions

(2) Use Permit required except for exemptions set forth in 18.46.050

QUESTIONS?

Public Comments for Aug. 9, 2021, City Council Agenda ITEMS 7A & 7D

Submitted by Mary Rose Kaczorowski, Fort Bragg CA August 5 2021 12 Noon

Dear Fort Bragg City Council

Here are some points I offer for your consideration regarding the adoption of a Formula Business Ordinance and in regard to approving additional Cannabis Dispensaries in close proximity to residential neighborhoods.

Dangers of Duplication and unsustainable Competition

If there is a significant amount of unmet demand, there may be opportunities for existing businesses to expand or for the community to recruit new businesses. When creating a Formula Business Ordinance your plan should highlight business categories that **promote a vibrant mix** in the districts in this city that complement existing businesses and offer reasonable evidence that an expanded or recruited business will have opportunity for success. As you all determined with the AutoZone Inc. trying to locate in Fort Bragg, if allowed to go through – this would have duplicated already several such existing services and that is not added value for a coastal community of our size.

You may estimate the Mendocino Coast 50-mile area residential **carrying capacity** for certain types of businesses and the distances shoppers are willing to travel to support any new business development in Fort Bragg. *However, thresholds are only based on population and do not take into consideration other crucial factors such as income or nearby competition. Have you Inventoried the storefronts and businesses for comparative and competitive analysis?* (Source: <https://fyi.extension.wisc.edu/downtown-market-analysis/analysis-of-opportunities-by-sector/retail-service-businesses/>).

Are you setting up a situation for the lowest common denominator? Examples of failures in this area: Bank of America, Wells Fargo etc. Remember the local copy shop wars when a franchise came in and undercut existing copy shops and that franchise caused them to close and then the franchise went out of business?

Who gets the Advantage?

We all know that corporate run formula and franchise stores are set up to attain advantage and the maximization of profit for the owners and stockholders who do not reside in the small rural towns where these businesses are situated.

Process

Don't you think a complete EIR with analysis and studies done in the area should be required on any Business or Formula Business structures over one thousand square feet of new development or when a structure is demolished and replaced ? Draft Mitigated Negative Declaration (MND) may be a quick process for the applicant but not for the community! Make sure the data and studies are locally done, solid and not cherry picked from other sources or geographic areas that confirm to a particular

applicant's position and do not apply at all to the proposed development location in question. Nor would you or your planning commission have adequate information and verified data to make a well-informed decision.

Who and what Benefits?

Given that Property rights, like other rights, are not absolute. there are circumstances in which individual property rights might justifiably be subordinated to the public good.

Fort Bragg is a small town with a relatively small land footprint that cannot accommodate every development whim. When one enters Fort Bragg, do we wish to keep moving toward stripping away our scenic beauty for the model of an unpleasant and ugly 101 Eureka Corridor that everyone just hates and tries to get past quickly? Or look at Big Box stores in wealthy areas like Mountain View California that went belly up or bankrupt.

The problem Fort Bragg faces is attracting out of character commercial development near residential and pedestrian areas which then create for the city a lack of control over commercial uses which might have a negative impact on residential uses located near them.

The boiler plate arguments that corporations bring to local communities is that they will bring in more taxes and jobs. Really?

Overall, however, most of the jobs created aren't locally sourced: 85 percent of the jobs end up increasing the population via in-migration of workers, while only 15 percent increase the employment rates of local residents. (Source:

<https://www.bloomberg.com/news/articles/2018-03-29/the-real-cost-of-luring-big-companies-to-town>)

Regarding Discount Formula Stores

“Although dollar stores sometimes fill a need in places that lack basic retail services, there's growing evidence that these stores are not merely a byproduct of economic distress. They're a cause of it,” write ILSR co-authors Marie Donahue and Stacey Mitchell. “In small towns and urban neighborhoods alike, dollar stores are leading full-service grocery stores to close. And their strategy of saturating communities with multiple outlets is making it impossible for new grocers and other local businesses to take root and grow.” (Source: <https://www.fastcompany.com/90278384/why-dollar-stores-are-bad-business-for-the-neighborhoods-they-open-in>)

Newness of Corporate owned stores are only temporary and these stores must be in constant transition to appeal to a changing market. As the corporate store template gets redesigned, so does the local store. In general, strip shopping centers and freestanding discount stores are short-term real estate investments. If closed, they often remain unoccupied for an extended period. (Source:

<https://fyi.extension.wisc.edu/downtowneconomics/files/2012/07/competitive-strengths-and-weaknesses-of-national-discounters.pdf>)

TEMPLATE TO REVIVE Your Economy

I found this template posted on the internet. I hope that you find it useful.

Here's what we need to do to save our small towns: (Source: [April 27, 2020](#)

[This is going to kill small town America. Here is what we need to do to stop it.](#))

1. Invest in small businesses

These businesses are the lifeline of our communities – both financially and emotionally. From a financial side, these businesses will bring in revenue to immediately replenish local funds.

Our short-term focus needs to be on any local business making and selling anything right now. What support do they need? How do we help them increase online sales? How can we help them connect to distributors? Can they make PPEs or other essential needs (like food products that can be shipped)? Local small-scale manufacturing businesses are in operation – how can they hire other residents to fulfill orders? We need to find ALL of the local businesses that can do any kind of business now and help them retool, reposition, or re- anything else to be open, make sales, and expand their sales footprint now.

This also means no more waiting on assistance from the outside world to come save us. We need to find the mentors and connectors in our own small towns to make all this possible.

2. Fill the gaps

Small towns are all about community, and yet even our small towns and cities have divides by race, income, and history. This is a time for the community to say – we leave no one behind. Let's build all those strong connections that we know are essential for a resilient economy and a thriving place.

Let's bring together leaders that represent EVERY part of our community and work together to fill the gaps – food, health services, housing support, and anything else people need in this time of crisis.

3. Tap local anchors to get involved and help

Every community has its anchor institutions that can serve meaningful roles during this crisis. It doesn't matter if it is a place with a strong history of involvement or not. Now is the time to demand engagement. No more sitting on the sidelines.

These institutions – successful local businesses, families who have been leaders in the community for generations, higher education, faith organizations, leaders of other civic organizations, and others who step forward – all need to work together to invest. Our community anchors need to invest time, service, and funding however possible. These are partners who will be in the community for the long-haul. They know that this work will show dividends in the future. This is the time to build the civic leadership you've always wanted. Your community will be stronger for it.

4. Prep your policies

It might feel a bit nutty to think about zoning at a time like this but having all your policies prepared for recovery is a great use of time right now. Zoning dictates what kinds of businesses can go into our main street storefronts. Our permitting process dictates how quickly those businesses can open in those spaces. Our development guidelines (if you have them for downtown or main street) control the quality of that new development when it happens.

These policies will all impact how quickly businesses can move into vacant spaces and the quality of new investments moving forward. Businesses that can operate online and without foot traffic while we navigate the new day might be the first ones to open back up. Communities that approve an artisan manufacturing land use to add to their commercial and main street zones will expand the types and number of businesses that can move into vacant storefronts on Day 1.

5. Build community pride

Community members want to believe. They want to believe in the small town – no matter what came before. Now is the time to show that pride of place. Promotion of the community can come in so many different forms – both low-cost and free.

Pride in downtown, pride in schools, pride in the history of the community can all come through. We know that people feel tied to a place when they feel included and feel like they can gather. Well, we can't physically gather right now, but we can certainly make people feel included and gather online or connect in other ways.

Schools can have poster competitions about why the small town is special and those posters can be shared online. People can take hometown hero pictures and share them (all of our emergency health workers), online events can show off the history of the community or local shops that are open for businesses. And in places where online promotion is not effective (we know the inequities of broadband and access to computers), these activities can be yard signs, or window posters, or placards posted along the sidewalk on main street for people to see as they drive through.

Our small towns and cities are the hearts of our rural areas. Small town main streets draw people together from across the country – and they will again.

Lemos, June

From: Jacob Patterson <jacob.patterson.esq@gmail.com>
Sent: Monday, August 9, 2021 1:03 PM
To: Lemos, June; Munoz, Cristal
Cc: Miller, Tabatha
Subject: Public Comment -- 8/9/21 CC Mtg., Item No. 7, Formula Business ordinance

City Council,

Although I support this ordinance in general, I have concerns about the language of Finding F in proposed section 18.46.040. It currently reads "F. The Commercial Establishment's exterior design limits "formula" architectural, sign and other components" but that seems a little vague, in my opinion, and this ambiguity could be used by anyone seeking to challenge the application of this ordinance to their project. I think it is ambiguous because all it requires is that the exterior design details "limit" formulaic architectural details without quantifying or qualifying what amount of limiting will be sufficient to justify this finding. Something could be considered to be "limited" if any formulaic aspect was changed to make it less similar to that design component in other locations of the particular formula business. But the intent, based on the Planning Commission discussion so far, suggests that their intent was for formulaic design details to be limited in a significant manner if not eliminated altogether. If this finding was more specific, for example, it could read "substantially limits" or "limits to the greatest extent feasible" then the finding would be clear. The way it is written now provides no interpretive guidance for planning staff to interpret if a project meets the requirements of this finding. Moreover, it doesn't provide any direction to applicants about what the City's expectations are and how to design an application that might be approvable. I recommend that you amend required finding F to be more specific. In my opinion, the best way to add clarity to Finding F is to replace the current "limits" with "limits to the greatest extent feasible" so that project reviews will be more clear and applicants can try to design their project in such a way to meet our local requirements.

Regards,

--Jacob

Lemos, June

From: Annemarie <aweibel@mcn.org>
Sent: Monday, August 9, 2021 2:58 PM
To: Lemos, June; Miller, Tabatha
Subject: public comments item 7 D, 21-355 Version: 1 formula businesses 8-9-2021
Attachments: Planning Commission meeting 1-6-21 .odt

Dear City Council member,

I am submitting the comments I submitted on 1-6-21 to the Planning Commission meeting to you as well.

In addition I want to include that it is hard for the public to keep track when topics get rescheduled and it does not become clear when a certain topic was actually heard before and had entries under public comments.

Surveys should not be done in house by the developers and their friends & relatives, but by the city.

Water availability & pressure need to be thoroughly documented.

If a store hires 15 or 25 staff for example makes a difference also in terms of water use.

Please also read the article

<https://www.newyorker.com/magazine/2020/07/06/the-true-cost-of-dollar-stores>

Please post all Mary Rose Kaczorowski's comments she submitted to the City Council members and the City.

Thanks, Annemarie Weibel

Planning Commission meeting 1-6-21

Dear Commissioners,

As you know I have commented extensively since 2015 about formula businesses. You also have received many great public comments not only for the 10-14-20 & 11-12-20 planning commission meetings and the 10-24-19 & 2-24-20 city council meetings, but also the 11-25-19 city council meeting & the 9-25-2019 planning commission meeting.

As a part of the Ordinance it should be forbidden that buildings that are bigger than 2,500 sq. ft. should be allowed, other than if they are already there.

Dollar General is planned for a 9,100 sq. ft. building, and Grocery Outlet Bargain Market is planned for a 16,000 sq. ft building.

The ordinance needs to include that there should be no more than 1 franchise business with a similar name in Fort Bragg. We already have Dollar Tree, and know that this ordinance will be too late to stop Dollar General, but the ordinance needs to include this.

Big box stores/franchise businesses much more than mom & pop stores, attract illegal activities. These stores never have enough staff to prevent shoppers from stealing or worse yet becoming violent. They do little to maintain order and many exist in a state of physical disarray. The fact that many grant liquor licenses also attracts a certain clientele. The number of incidents can be explained in part by the stores' ubiquity: there are now more than sixteen thousand Dollar Generals and nearly eight thousand Family Dollars in the United States, a fifty-per-cent increase in the past decade. (By comparison, Walmart has about forty-seven hundred stores in the U.S.)

It used to be people in Fort Bragg would not go shopping south of Noyo Bridge, but having a Dollar Tree there changed things. Safeway attracts more and more low income, homeless, and/or drug addicted people. Covid has not helped our community as far as finances are concerned. Listening to the Board of Supervisor's meeting on 1-5-21 it becomes clear that Mendocino County is being more and more frequented by criminal gangs, cartels, and organized crime.

Young people are working there part time jobs for less than Ca. minimum wage without benefits to help during pregnancy, child rearing, no medical, vision and dental insurance, and they do not gain enough money to afford local rentals that are basically not available. There are many franchise businesses that halted hazard pay for essential workers as the pandemic soared to new levels of lethality. For example Walmart – \$15,600,000,000 (2020 profits), and Dollar General – \$1,400,000,000 (2020 profits).

It seems to me that these franchise businesses are intimidating the city, and the city's lawyer to encourage the planning commission and the city council to pass an ordinance that is very lenient.

Who looks at the true cost of Dollar Stores or other franchise businesses in regards to the criminal system and the quality of life. These businesses will result in good citizens leaving the area, or state and tourists who come here do not come to shop in these places.

What are the social/emotional consequences?

Many of these stores sell cancer causing products that contain red, yellow and green dye. Once they are open for business we can not tell them what to sell or constantly survey them to make sure they are not harming the environment like in the case of Auto Zone.

Based on the public comments about this meeting it is interesting that the only people in favor of these franchise businesses are realtors like Greg Burke and Paul Clark.

One local person is in favor of a Grocery Outlet Bargain Market due to cheaper prices than Purity, Harvest Market and Safeway demand.

Sincerely, Annemarie Weibel
1-6-21



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-391

Agenda Date: 8/9/2021

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8A.

Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022-02 and Authorizing City Manager to Execute Utility Relocation Agreement with California Department of Transportation for the Pudding Creek Water Main Relocation Project (Project WTR-00014, Amount Not to Exceed \$1,015,450.00, Account No. 651-6008-0731)



AGENCY: Public Works
MEETING DATE: August 9, 2021
DEPARTMENT: Public Works
PREPARED BY: D. O'Connor
PRESENTED BY: J. Smith
EMAIL ADDRESS: jsmith@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022-02 and Authorizing City Manager to Execute Utility Relocation Agreement with California Department of Transportation for the Pudding Creek Water Main Relocation Project (Project WTR-00014, Amount Not to Exceed \$1,015,450.00, Account No. 651-6008-0731)

ISSUE:

The water main serving the north side of town is currently located on the remains of the Pudding Creek Dam, owned by Georgia Pacific (GP). The portion of the dam that is still in place is in poor condition, and GP wishes to remove it entirely. The California Department of Transportation (Caltrans) will be widening the Pudding Creek Bridge in 2022, and the City plans to relocate the water main to the east side of the bridge as part of their project in order to improve reliability. Caltrans requires that the City enter into an agreement with them in order to proceed with their plans. In July of 2021, the consultant provided an updated construction estimate of \$1,015,450. A budget amendment is necessary to fulfill the financial commitment to Caltrans.

ANALYSIS:

The Pudding Creek Dam experienced partial failure in 2016, and was partially dismantled in 2020. In order to improve the reliability and resiliency of the water distribution system serving the north side of town, the City wishes to relocate the water main from the dam to the east side of the widened Pudding Creek Bridge. The City's sewer main serving the north side of town is already mounted on the west side and will also be moved during the widening. The City will need to pay all costs associated with locating/relocating the mains on the bridge. This also includes the cost to connect the new water main to the existing mains in Manzanita Street and Pudding Creek Road. By executing the agreement, the City is agreeing to pay for all costs related to the relocation of the water main to the new pedestals and connecting it to the existing mains.

The original total budget amount for this project was reduced from \$1,700,000 to \$914,000 for fiscal year 2021-2022 due to a low construction estimate of \$431,822 that was provided by the project design consultant, LACO, in September of 2020. The construction portion of the budget was \$812,000. In July of 2021 the consultant provided an updated construction estimate of \$1,015,450. In order to fulfill the commitment to Caltrans, a budget amendment of \$203,450 is necessary. The actual cost of construction will be that charged by the contractor to perform the relocation.

RECOMMENDED ACTION:

Adopt City Council Resolution to Approve Budget Amendment 2022-02 and Authorize City Manager to Execute the Utility Relocation Agreement with California Department of Transportation, by a Not to Exceed Amount of \$1,015,450.00.

FISCAL IMPACT:

There are adequate funds in the Water Enterprise Account (651-6008-0731) to cover this necessary work.

GREENHOUSE GAS EMISSIONS IMPACT:

There will be an increase in greenhouse gases during construction of the project.

CONSISTENCY:

Execution of the Utility Relocation Agreement is consistent with the goal of maintaining a reliable water system.

IMPLEMENTATION/TIMEFRAMES:

The current timeline estimate for project bid is late fall of 2021. The construction contract will likely be executed in spring of 2022.

ATTACHMENTS:

1. RESO Caltrans Utility Agreement
2. RESO Exhibit A
3. Caltrans Utility Agreement

NOTIFICATION:

1. David Dominick – Caltrans

RESOLUTION NO. ____-2021

RESOLUTION OF THE CITY OF FORT BRAGG APPROVING BUDGET AMENDMENT 2022-02 AMENDING FISCAL YEAR 2021-22 BUDGET AND AUTHORIZING CITY MANAGER TO EXECUTE UTILITY RELOCATION AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION (AMOUNT NOT TO EXCEED \$1,015,450, ACCOUNT NO. 651-6008-0731)

WHEREAS, in 1984 the City located the Pudding Creek Sewer Force Main on the Pudding Creek Dam; and

WHEREAS, the dam has experienced partial failure and is no longer a reliable location; and

WHEREAS, California Department of Transportation (Caltrans) is proposing to widen Pudding Creek Bridge in 2022; and

WHEREAS, all costs except for construction of the utility pedestals must be paid by the City; and

WHEREAS, Caltrans requires that the Utility Relocation Agreement be executed to ensure that the cost of improvements will be covered before the project can progress; and

WHEREAS, on June 14, 2021, the Fort Bragg City Council and the Fort Bragg Municipal Improvement District No. 1 District Board adopted the Fiscal Year (FY) 2021-22 Budget; and

WHEREAS, the 2021-22 total budget amount for this project, including design, was reduced from \$1,700,000 to \$914,000 due to a low construction estimate of \$431,822 provided by the project design consultant in September of 2020; and

WHEREAS, the construction portion of the total budget was \$812,000; and

WHEREAS, in July of 2021 the consultant provided an updated construction estimate of \$1,015,450; and

WHEREAS, additional funding of \$203,450 will be required to fulfill the commitment to Caltrans; and

WHEREAS, the City Manager continues to review and revise the budget; and

WHEREAS, the City Manager has identified updated revenue projections, additional expenditure adjustments and corrections to the FY 2021-22 budget as adopted by the City Council on June 14, 2021; and

WHEREAS, those adjustments are identified in Exhibit A attached hereto; and

WHEREAS, based on all the evidence presented, the City Council finds as follows:

1. Certain adjustments to the FY 2021-22 Budget are necessary as shown in Exhibit A.
2. There are sufficient funds to fund the allocations.

NOW, THEREFORE, BE IT RESOLVED that the City of Fort Bragg does hereby amend the previously adopted FY 2021-22 Budget to incorporate the changes enumerated and does hereby authorize the City Manager to execute a Utility Relocation Agreement with the California Department of Transportation.

The above and foregoing Resolution was introduced by Council Member _____ seconded by Council Member _____, and passed and adopted at a regular meeting of the Fort Bragg City Council held on the 9th day of August 2021, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:**

BERNIE NORVELL
Chair

ATTEST:

June Lemos, CMC
District Clerk

BUDGET AMENDMENT

Exhibit A

Budget Adjustment #: 2022-02

Budget FY: FY 2021/22

Account Description	Account #			FY 21/22 Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt
Expenditures							
Pudding Creek Water Main Relocation Project WTR-00014	651	6008	0731	\$ 812,000	\$ 203,450		\$ 1,015,450
TRANSFER ACCOUNTS							
Transfer from other Funds	651	7999	7999	\$ 2,170,644	\$ 203,450		\$ 2,374,094
Transfer to other Funds	615	7999	0799	\$ 2,170,644	\$ 203,450		\$ 2,374,094
Total Expenditures				\$ 5,153,288	\$ 610,350	\$ -	\$ 5,763,638
Revenue							
Total Revenue				\$ -	\$ -	\$ -	\$ -

Reason for Amendment:

RESOLUTION # : _____

Additional funding is necessary to relocate the Pudding Creek Water Main to the widened Pudding Creek Bridge due to increasing cost. Funding is required to execute the reimbursement agreement with Caltrans for them to install the watermain as part of their project.

Authorization:

Requested By: Diane O'Connor
 Approval: Isaac Whippy
 Finance Use: _____

Signature:

Date:

07/22/21

Attach copies of Resolution or other documentation

COOPERATIVE AGREEMENT FOR LOCAL IMPROVEMENTS

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, hereinafter referred to as CALTRANS, and:

City of Fort Bragg, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTIES, pursuant to California Streets and Highways Code Sections 114, 130 and 131 are authorized to enter into a Cooperative Agreement for improvements on State highways within the City of Fort Bragg.
2. For this AGREEMENT, State Route 1 Pudding Creek Bridge Widening & Rail Upgrade Project (PM 51.87), will be referred to hereinafter as CALTRANS PROJECT.
3. CITY has requested to incorporate the work described in the Scope Summary as part of the CALTRANS PROJECT, referred to herein as IMPROVEMENTS and CITY is willing to reimburse all costs associated with it, as documented in the Funding Summary. The Scope Summary and Funding Summary are attached to and made an express part of this Agreement.
4. All obligations and responsibilities assigned in this Agreement to complete the IMPROVEMENTS will be referred to hereinafter as WORK.
5. PARTIES intend to define herein the terms and conditions under which WORK for IMPROVEMENTS are performed and financed.

SECTION I

CALTRANS AGREES:

1. To administer the construction contract for the CALTRANS PROJECT and have the contractor complete the IMPROVEMENTS as a part of the CALTRANS PROJECT.
2. To segregate accumulated charges for all costs to be paid by CITY towards IMPROVEMENTS pursuant to this AGREEMENT.
3. If CALTRANS anticipates that funding will be insufficient to complete WORK, CALTRANS will promptly notify CITY. CALTRANS may be required to stop WORK until additional funding is secured.
4. After PARTIES agree that WORK is complete for the IMPROVEMENTS, CALTRANS will submit a final accounting for all costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the financial commitments of this AGREEMENT.

SECTION II

CITY AGREES:

1. To be responsible for establishing the scope of the IMPROVEMENTS, as defined in the Scope Summary.
2. To fund IMPROVEMENTS as provided in the Funding Summary of this AGREEMENT.
3. To make all arrangements and provide CALTRANS' contractor with permits to enter and perform work outside of CALTRANS' right-of-way if such permits are necessary to work on IMPROVEMENTS.

SECTION III

IT IS MUTUALLY AGREED:

1. All portions of this AGREEMENT, including the Recitals Section, are enforceable.
2. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming, and allocation of funds by the California Transportation Commission (CTC).

3. The cost of IMPROVEMENTS performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. CITY's total obligation for IMPROVEMENTS is estimated in the amount of \$1,015,450.
5. CALTRANS will invoice CITY for a deposit of \$100,000 after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of WORK. This deposit represents one (1) month of estimated costs.

Thereafter, CALTRANS will invoice, and CITY will reimburse for actual costs incurred, but not more frequently than once month.

6. CITY will pay invoice(s) within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay invoice(s) within five (5) calendar days of receipt of invoice.
7. In the event the costs of IMPROVEMENTS exceed the estimate per the terms of AGREEMENT, CALTRANS may submit supplemental billings to CITY requesting additional funds. CALTRANS will provide detailed accounting of all costs with each billing. Should those additional costs remain unpaid, CALTRANS reserves right to stop WORK on IMPROVEMENTS until additional funding is secured or complete IMPROVEMENTS and commence legal means to recover those costs.
8. CITY will accept operation, maintenance and ownership or title to all materials or equipment installed as part of IMPROVEMENTS. CITY, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of the operation and maintenance of IMPROVEMENTS.
9. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the CALTRANS PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the CALTRANS PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

10. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
11. CALTRANS, independent of the CALTRANS PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the CALTRANS PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

12. CALTRANS is responsible for HM-2 MANAGEMENT within the CALTRANS PROJECT limits.

CITY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and CITY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. CITY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during CALTRANS PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

13. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
14. CITY, independent of the CALTRANS PROJECT, is responsible for any HM-1 found within the CALTRANS PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the CALTRANS PROJECT schedule.

CITY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the CALTRANS PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

15. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY or under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save

harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors and/or its agents under this AGREEMENT.

16. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors and/or its agents under this AGREEMENT.
17. This AGREEMENT will terminate upon completion of the IMPROVEMENTS and all parties have met all scope, cost, and schedule commitments included in this AGREEMENT and have signed a Cooperative Agreement Closure Statement, which is a document signed by parties that verifies the completion of WORK for IMPROVEMENTS.

However, all indemnification, document, retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

The primary Agreement contact person for CALTRANS is:

Frank Demling, Project Manager

1656 Union Street

Eureka, CA 95501

Office Phone: (707) 445-6554

Email: frank.demling@dot.ca.gov

The primary Agreement contact person for CITY is:

Diane O'Connor, Assistant City Engineer

416 N Franklin Street

Fort Bragg, CA 95437

Office Phone: (707) 961-2823 Ext 134

Email: doconnor@fortbragg.com

Billing Address: 416 N Franklin Street, Fort Bragg, CA 95437

SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

<p>STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION</p> <hr/> <p>Matthew K. Brady District 1 Director</p> <p><u>Verification of funds and authority:</u></p> <hr/> <p>Lori Dusi District Project Control Officer</p>	<p>CITY OF FORT BRAGG</p> <hr/> <p>Tabatha Miller City Manager</p> <p><u>Attest:</u></p> <hr/> <p>Diane O'Connor Assistant City Manager</p> <p><u>Approved as to form and procedure:</u></p> <hr/>
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SCOPE SUMMARY IMPROVEMENTS

Project Location: District 1, City of Fort Bragg, SR1, Postmile 51.87.

Scope of Work: Water Main Relocation Project

Deliverables: CALTRANS will incorporate Scope of Work (IMPROVEMENT) into CALTRANS PROJECT's construction contract.

FUNDING SUMMARY IMPROVEMENTS

Fund Source	Fund Type	Project Component	Amount
Local	Local	Construction	\$1,015,450
Total Funds			\$1,015,450
Implementing Agency - CALTRANS			



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-406

Agenda Date: 8/9/2021

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8B.

Receive Report and Consider Adoption of Municipal Improvement District Resolution Authorizing City Manager to Execute Contract Amendment with Synagro-WWT, Inc. for the Transportation of Biosolids to Land Application Sites or Landfill, Increasing the Amount of the Contract by \$228,500.00 (Total Contract Amount Not to Exceed \$298,500.00, Account No. 710-4712-0319)



AGENCY: Municipal Improvement District
MEETING DATE: August 9, 2021
DEPARTMENT: Public Works
PRESENTED BY: J. Smith
EMAIL ADDRESS: jsmith@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of Municipal Improvement District Resolution Authorizing City Manager to Execute Contract Amendment with Synagro-WWT, Inc. for the Transportation of Biosolids to Land Application Sites or Landfill, Increasing the Amount of the Contract by \$228,500 (Total Contract Amount Not to Exceed \$298,500.00, Account No. 710-4712-0319)

ISSUE:

In April 2021, The Municipal Improvement District Board approved Resolution ID 443-2021 (Attachment 1), approving a three-year professional services contract (attachment 2) in the amount of \$70,000 for the transportation and disposal of biosolids to Synagro West, LLC. After startup of the new wastewater treatment facility, production of biosolids increased substantially. With use of the standard drying process, greater onsite storage was necessary which has caused an odiferous condition that is impacting our Coastal Trail users and surrounding residents and businesses. Synagro has disposed of the City's biosolids at preapproved land application sites that allow for 100% beneficial reuse in the Central Valley Region of California. Staff anticipates a significant production increase of seven times the amount in need of transport through the remainder of the contract requiring an increase in the original approved amount by \$228,500 for a total contract amount of \$298,500. An updated scope of services and pricing appendix is provided in attachment 2.

ANALYSIS:

The upgraded WWTF is generating more solids than anticipated. Within the treatment process, the solids are pumped from the aerobic digesters to the belt filter press three times per week to balance the influent solids received. The biosolids are mixed with a polymer and pressed with a belt filter press. The biosolids concentration is between 17 and 20 percent. Dewatered biosolids are stored on our new drying beds to further increase the percent solids concentration through evaporation to reduce disposal costs. The drying process takes approximately 30 days and is causing a strong odor that has significantly affected Coastal Trail users and the surrounding area residents and businesses.

RECOMMENDED ACTION:

Approve the contract amendment with Synagro and adopt Municipal Improvement District Resolution for the increase of services for the Transportation and Disposal of Biosolids.

ALTERNATIVE ACTION(S):

Deny request; continue to store the significant amount of odor-causing biosolid product on site at the treatment plant facility during the drying process.

FISCAL IMPACT:

The annual budget for biosolids removal has increased greatly with the completion of the new treatment facility. The contract to remove solids is necessary to stay in compliance with our NPDES Permit. This amount is available in the Wastewater Enterprise Fund, account number 710-

4712-0319.

IMPLEMENTATION/TIMEFRAMES:

Removal of material will continue as anticipated/expected.

ATTACHMENTS:

1. Resolution approving the contract award
2. Contract between Municipal Improvement District and Synagro
3. Resolution approving the contract amendment
4. First Amendment to Contract

NOTIFICATION:

1. Lee Vernon, Synagro Area Director
2. Simranpreet Kaur, Synagro Technical Services Manager

RESOLUTION NO. ID 443- 2021

**RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD
APPROVING THE CONTRACT FOR THE TRANSPORTATION AND DISPOSAL OF
BIOSOLIDS TO SYNAGRO WEST, LLC AND AUTHORIZING CITY MANAGER TO
EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$70,000.00;
ACCOUNT NO. 710-4712-0319)**

WHEREAS, in accordance with Fort Bragg Municipal Code Section 3.22.050, informal bids for biosolids transportation and disposal services (the “Services”) were received; and

WHEREAS, two (2) bids were received, with the apparent low bid from Synagro West, LLC (“Synagro”) in the amount Not to Exceed \$70,000.00; and

WHEREAS, staff has confirmed that Synagro has the proper license, experience and meets the necessary requirements to complete the Services as bid; and

WHEREAS, the Services are funded by the Wastewater Enterprise Fund for the Transportation and Disposal of Biosolids, with appropriations included in the FY 2021 budget, Account No. 710-4712-0319; and

WHEREAS, based on all the evidence presented, the City Council finds as follows:

1. The Synagro bid meets the requirements of the Project bid requirements and is considered responsive.
2. Sufficient funds are available through the appropriations made in the Wastewater Enterprise Fund for the Transportation and Disposal of Biosolids to fully complete the project as bid.
3. Synagro has the proper licenses to complete the Project and based upon previous experience in completing similar projects, is a responsible bidder.

NOW, THEREFORE, BE IT RESOLVED that the District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby accept the bid of Synagro as the lowest responsive bid, awarding the contract for the transportation and disposal of biosolids to Synagro and authorizes the City Manager to execute the same (Amount Not to Exceed \$70,000.00; Account No. 710-4712-0319); and

The above and foregoing Resolution was introduced by Board Member Peters, seconded by Board Member Albin-Smith, and passed and adopted at a regular meeting of the District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 26th day of April, 2021, by the following vote:

AYES: Board Members Albin-Smith, Morsell-Haye, Rafanan, Peters and Mayor Norvell.

NOES: None.

ABSENT: None.

ABSTAIN: None,

RECUSED: None.

BERNIE NORVELL
Chair

ATTEST:

June Lemos, CMC
District Clerk

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
SYNAGRO-WWT, INC.**

THIS AGREEMENT is made and entered into this 28th day of May, 2021 (“Effective Date”), by and between the FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and SYNAGRO-WWT, INC., a Maryland Corporation, 435 Williams Court, Suite 100, Baltimore, Maryland 21220 (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to haul City of Fort Bragg biosolids to a land application, as more fully described herein; and

B. WHEREAS, City and Consultant desire to contract for the specific services described in **Exhibit A** (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

C. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

D. WHEREAS, the legislative body of the City on April 26, 2021 by Resolution No. ID 443-2021, authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done

by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently

applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, to wit, a Unit Rate of **\$126.56 per ton**, for a total amount not to exceed **Seventy Thousand Dollars (\$70,000.00)**.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by **May 1, 2024**. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on **August 1, 2024** unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) [SECTION REMOVED.]

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials,

agents, employees, and volunteers.

- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be Alden Ramos, Lead Treatment Plant Operator. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates Simranpreet Kaur, Technical Services Manager, as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:
 Simranpreet Kaur
 Synagro
 3110 Gold Canal Drive, Suite E
 Rancho Cordoca, CA 95670
 Tel: 209-665-5853

IF TO CITY:
 City Clerk
 City of Fort Bragg
 416 N. Franklin St.
 Fort Bragg, CA 95437
 Tel: 707-961-2823
 Fax: 707-961-2802

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of

the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and

hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and

negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

[SIGNATURES ON NEXT PAGE]

CITY

DocuSigned by:
By: Tabatha Miller
C1A3351B88E449E
Tabatha Miller
Its: City/District Manager

CONSULTANT

DocuSigned by:
By: Elizabeth Grant
60BBE814DC18442
Elizabeth Grant
Its: Assistant Secretary

ATTEST:

DocuSigned by:
By: June Lemos CMC
57EA75A35DBA43D...
June Lemos, CMC
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Keith Collins
35D0B7A7EB214D4...
Keith F. Collins
City Attorney

EXHIBIT A**Materials Management Agreement**

This Agreement made and entered into as of this ____ day of _____, 2021__ by and between Contractor and Customer.

C U S T O M E R	Customer Legal Name			
	Fort Bragg, City of			
	Street Address			
	City / Town	County	State	Zip Code
C O N T R A C T O R	Synagro Legal Name			
	Synagro West, LLC			
	Street Address 3110 Gold Canal Drive, Suite E			
	City / Town Rancho Cordova	State CA	Zip Code 95670	
T E R M	Commencement Date April 26, 2021		Expiration Date April 25, 2022	
	The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. Such notice must be delivered at least 30 days prior to the end of the then-current Term. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.			
B I L L I N G	Customer Contact Name		Telephone #	
	Street Number / P.O. Box		Fax #	
	Address		Contact Person	
			E-mail Address	
	City / State		Zip Code	
S I G N A T U R E S	FOR CUSTOMER:		Date	
	Signature			
	Name and Title			
	FOR CONTRACTOR:		Date	
	Signature			
	Name and Title			



Materials Management Agreement

SCOPE OF SERVICES AND PRICING APPENDIX

Scope of Service.

TRANSPORT AND LAND APPLY APPROXIMATELY 200 TONS OF STOCKPILED WASTEWATER TREATMENT BIOSOLIDS

Customer Materials.

Customer Materials shall consist of the following:

Dried and stockpiled biosolids

Method of Delivery of Customer Materials. The Customer Material shall be delivered to Contractor in the following manner:
Customer will load Synagro trucks with wheel loader

"Customer Facility(ies) " shall mean the following locations where Customer Material(s) are generated or stored:
1. Wastewater treatment facility located in Fort Bragg, CA

Contractor right to refuse loads. If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.

PRICE

The Agreement Price(s) shall be as follows:

RATE	QUANTITY	UNIT	SERVICE
\$126.56	200 (est)	Ton	Transport and dispose of biosolids cake 20% solids or greater-April 16 through October 14 of each contract year-quantity is estimate only, customer will be billed for actual tonnage removed
\$86.00	Indefinite	Ton	Short freight charge for any load that is less than 22 tons.

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Synagro-WWT, Inc. 435 Williams Court #100 Baltimore MD 21220 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Steadfast Insurance Company		26387
	INSURER B: Zurich American Ins Co		16535
	INSURER C: American Zurich Ins Co		40142
	INSURER D: Evanston Insurance Company		35378
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570087342111 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab - Claim Made GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GPL013465306	08/01/2020	08/01/2021	EACH OCCURRENCE	\$2,000,000	
			DAMAGE TO RENTED PREMISES (Ea occurrence)				\$300,000		
			MED EXP (Any one person)				\$10,000		
			PERSONAL & ADV INJURY				\$2,000,000		
			GENERAL AGGREGATE				\$6,000,000		
	PRODUCTS - COMP/OP AGG	\$4,000,000							
	Professional Liability	\$2,000,000							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 9243960 08	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000	
			BODILY INJURY (Per person)						
			BODILY INJURY (Per accident)						
			PROPERTY DAMAGE (Per accident)						
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			MKLV1EFX100441	08/01/2020	08/01/2021	EACH OCCURRENCE	\$20,000,000	
			AGGREGATE				\$20,000,000		
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A		WC924396109 (AOS) WC924396209 (ME, WI)	08/01/2020 08/01/2020	08/01/2021 08/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
								E.L. EACH ACCIDENT	\$1,000,000
								E.L. DISEASE-EA EMPLOYEE	\$1,000,000
								E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Affiliated Entity: Synagro-WWT, Inc.
 The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of the City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees and volunteers in accordance with the policy provisions of the General Liability and Automobile Liability policies. The City of Fort Bragg and its elected

CERTIFICATE HOLDER City of Fort Bragg 416 N. Franklin Street Fort Bragg CA 95437 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Holder Identifier : ABJOXYZ

Certificate No : 570087342111





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Synagro Technologies, Inc.	
POLICY NUMBER See Certificate Number: 570087342111		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570087342111	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					(MM/DD/YYYY)	(MM/DD/YYYY)		
	EXCESS LIABILITY							
A				AEC022271004	08/01/2020	08/01/2021	Aggregate	\$5,000,000
							Each Occurrence	\$5,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Synagro Technologies, Inc.	
POLICY NUMBER See Certificate Number: 570087342111			
CARRIER See Certificate Number: 570087342111	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

and appointed boards, officers, officials, agents, employees and volunteers are included as Loss Payee with respect to the physical damage Auto policy of covered vehicles by the Named Insured in accordance with the policy provisions. Comp./Col. Deductible each \$250,000.

Additional Insured-Automatic-Owners, Lessees Or Contractors



Coverage Part One-Commercial General Liability Coverage Part Two-Contractor's Pollution Liability

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0134653-06	08/01/2020	08/01/2021	08/01/2020	18232000	-----	-----

Named Insured and Mailing Address:

SYNAGRO TECHNOLOGIES, INC.
435 WILLIAMS COURT
SUITE 100
BALTIMORE, MD 21220

Producer:

MARSH USA INC
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036-2708

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY
- COVERAGE PART TWO-CONTRACTOR'S POLLUTION LIABILITY

1. Who is an Insured (Section I.) in the COMMON COVERAGE PROVISIONS is amended to include as an additional insured any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement.
2. The insurance provided to the additional insured person(s) or organization(s) applies only to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" under COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
 and resulting directly from:
 - (a) Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - (b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement; and/or
 - b. "Claims" arising out of a "pollution event" under COVERAGE PART TWO - CONTRACTOR'S POLLUTION LIABILITY, caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf,
 and resulting directly from:
 - (a) "Covered operations" performed for the additional insured, which is the subject of the written contract or written agreement; or

(b) "Completed operations" of the "covered operations" performed for the additional insured, which is the subject of the written contract or written agreement.

3. However, regardless of the provisions of paragraphs 1. and 2. above, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide to such additional insured.

4. With respect to the insurance afforded to the additional insured under this endorsement, the following is added to **Section III – Limits Of Insurance and Deductible:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

5. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any architectural, engineering or surveying services.

6. The additional insured must see to it that:

- a. We are notified as soon as practicable of an "occurrence", offense or "pollution event", as applicable, that may result in a claim;
- b. We receive written notice of a claim or "suit" as soon as practicable; and
- c. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

7. For the coverage provided by this endorsement:

a. The following paragraph is added to Paragraph 8.a. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

Primary and Noncontributory Insurance

This Insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

b. The following paragraph is added to Paragraph 8.b. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

8. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Waiver of Transfer of Rights of Recovery Against Others – Blanket as Required by Contract



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0134653-06	08/01/2020	08/01/2021	08/01/2020	18232000	-----	-----

Named Insured and Mailing Address:

SYNAGRO TECHNOLOGIES, INC.
435 WILLIAMS COURT
SUITE 100
BALTIMORE, MD 21220

Producer:

MARSH USA INC
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036-2708

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- COVERAGE PART ONE – COMMERCIAL GENERAL LIABILITY
- COVERAGE PART TWO – CONTRACTOR'S POLLUTION LIABILITY
- COVERAGE PART THREE – PROFESSIONAL LIABILITY

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that with respect to the coverage parts indicated above Conditions (Section V.) of the COMMON COVERAGE PROVISIONS, Condition 14. Subrogation is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization whom you are required to waive your right of subrogation by a written contract or written agreement executed and effective prior to the performance of your services which is the subject of such written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.


ZURICH[®]

Coverage Extension Endorsement – Liability Only

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 9243960-08	08/01/2020	08/01/2021		18232000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.



Blanket Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0134653-06	08/01/2020	08/01/2021	08/01/2020	18232000	-----	-----

Named Insured and Mailing Address:

SYNAGRO TECHNOLOGIES, INC.
435 WILLIAMS COURT
SUITE 100
BALTIMORE, MD 21220

Producer:

MARSH USA INC
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036-2708

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Agribusiness Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Commercial Umbrella Liability Policy

Commercial Umbrella Liability Policy – Claims Made and Reported Coverage

Contractor’s Pollution Liability Insurance Policy

Contractor’s Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Environmental Cleanup and Liability Insurance Policy - Claims Made and Reported Coverage

Environmental Impairment Liability Insurance Policy - Claims Made and Reported Coverage

Environmental Services Package Policy

Excess Environmental Insurance Policy - Claims Made and Reported Coverage

Follow Form Excess Liability Policy

Follow Form Excess Liability Policy – Claims Made and Reported Coverage

Healthcare Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Lender Environmental Collateral Protection and Liability Insurance Outstanding Loan Balance - Claims Made and Reported Coverage

Lender Environmental Collateral Protection and Liability Insurance Policy – Claims Made and Reported Coverage

Professional Consultant’s Liability Insurance Policy - Claims Made and Reported Coverage

Professional Environmental Consultant’s Liability Insurance Policy

Professional Environmental Consultant’s Liability Insurance Policy - Claims Made and Reported Coverage

Public Entity Pollution Liability - Claims Made and Reported Coverage

Real Estate Environmental Liability Insurance Policy - Claims Made and Reported Coverage

Remediation Stop Loss

Z Choice Pollution Liability

Z Choice® Real Estate Environmental Liability - Claims Made and Reported Coverage

Z Choice™ Pollution Liability - Claims Made and Reported Coverage

Z Link® Commercial General and Pollution Liability

A. If we cancel this policy by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such policy has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
3. Must be in an electronic format that is acceptable to us; and
4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.**, **3.** and **4.** above.

- B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 1. Extend the Coverage Part cancellation date;
 2. Negate the cancellation; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 9243960-08	08/01/2020	08/01/2021		18232000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/01/2020 Policy No. WC 9243961-09
Insured: Synagro Technologies, Inc.

Endorsement No.
Premium \$Incl

Insurance Company: American Zurich Insurance Company

RESOLUTION NO. ID ____ - 2021

**RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD
AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT AMENDMENT WITH
SYNAGRO-WWT, INC. FOR THE TRANSPORTATION AND DISPOSAL OF BIOSOLIDS TO
LAND APPLICATION SITES, INCREASING THE AMOUNT OF THE CONTRACT BY
\$228,500; TOTAL CONTRACT AMOUNT NOT TO EXCEED \$298,500
(ACCOUNT NO. 710-4712-0319)**

WHEREAS, on May 28, 2021, the Fort Bragg Municipal Improvement District entered into a Professional Services Agreement (“Contract”) in the amount of \$70,000 with Synagro-WWT, LLC, (“Consultant”) to provide transportation and disposal of biosolids to land application sites from the Wastewater Treatment Plant Facility, authorized by Resolution 443-2021 dated April 26, 2021; and

WHEREAS, the parties desire to amend the contract to increase the number of trips provided in an effort to reduce the strong odor from the biosolids drying process; and

WHEREAS, there are still sufficient funds budgeted for these services; and

WHEREAS, the Services are funded by the Wastewater Enterprise Fund for the Transportation and Disposal of Biosolids, with appropriations included in the FY 2021/2022 budget, Account No. 710-4712-0319; and

NOW, THEREFORE, BE IT RESOLVED that the District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby approve the first amendment to the professional services agreement with Synagro-WWT, LLC and authorizes the City Manager to execute the same (amount of increase not to exceed \$228,500, total amount of contract not to exceed \$298,500.00; Account No. 710-4712-0319).

The above and foregoing Resolution was introduced by Board Member ____, seconded by Board Member _____, and passed and adopted at a regular meeting of the District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 9th day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

BERNIE NORVELL
Chair

ATTEST:

June Lemos, CMC
District Clerk

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT WITH
SYNAGRO-WWT, INC.**

THIS FIRST AMENDMENT is made and entered into this 10th day of August, 2021, by and between the FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1, hereinafter referred to as "City," and SYNAGRO-WWT, INC., hereinafter referred to as "Consultant."

WHEREAS, the City and Consultant entered into a Professional Services Agreement ("Contract") on May 28, 2021 pursuant to Municipal Improvement District Resolution ID 443-2021; and

WHEREAS, the Contract states that Consultant will provide transportation and disposal services for the City's biosolids for a total contract amount not to exceed Seventy Thousand Dollars (\$70,000.00); and

WHEREAS, the parties desire to amend the contract to increase the number of trips provided in an effort to reduce the strong odor from the biosolids drying process; and

WHEREAS, the cost of providing these additional services is Two Hundred Twenty-eight Thousand Five Hundred Dollars (\$228,500.00), which sum exceeds the original contract by an amount which requires City Council approval, for a total Not to Exceed Amount of Two Hundred Ninety-eight Thousand Five Hundred Dollars (\$298,500.00); and

WHEREAS, these services are funded by the Wastewater Enterprise Fund and there are still sufficient funds available for this contract amendment;

NOW, THEREFORE, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for transportation and disposal of biosolids to land application sites between the City and Consultant dated May 28, 2021, is hereby amended as follows:

1. **Scope of Work:**

Paragraph 1.1 (Scope of Work) is hereby amended to include the additional work described in Exhibit A attached hereto and incorporated herein by reference.

2. **Compensation:**

Paragraph 2.1 (Compensation), is hereby amended to state, "Consultant's total compensation shall not exceed **Two Hundred Ninety-eight Thousand Five Hundred Dollars (\$298,500.00).**"

3. Except as expressly amended herein, the Professional Services Agreement between the City and Consultant dated May 28, 2021, is hereby reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

CITY OF FORT BRAGG:

CONSULTANT:

By: _____
Tabatha Miller
City Manager

By: _____

Elizabeth Grant
Assistant Secretary

ATTEST:

APPROVED AS TO FORM:

June Lemos, CMC
City Clerk


Keith F. Collins
City Attorney

EXHIBIT A



Materials Management Agreement

This Agreement made and entered into as of this ____ day of _____, 2021__ by and between Contractor and Customer.

C U S T O M E R	Customer Legal Name			
	Fort Bragg, City of			
	Street Address			
	City / Town	County	State	Zip Code
C O N T R A C T O R	Synagro Legal Name			
	Synagro West, LLC			
	Street Address 3110 Gold Canal Drive, Suite E			
	City / Town Rancho Cordova	State CA	Zip Code 95670	
T E R M	Commencement Date July 19, 2021		Expiration Date June 30, 2022	
	The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. Such notice must be delivered at least 30 days prior to the end of the then-current Term. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.			
B I L L I N G	Customer Contact Name		Telephone #	
	Street Number / P.O. Box		Fax #	
	Address		Contact Person	
			E-mail Address	
	City / State		Zip Code	
S I G N A T U R E S	FOR CUSTOMER:		Date	
	Signature			
	Name and Title			
	FOR CONTRACTOR:		Date	
	Signature 			
	Name and Title			

SCOPE OF SERVICES AND PRICING APPENDIX

Scope of Service.

TRANSPORT AND DISPOSE OF APPROXIMATELY 200 TONS OF STOCKPILED WASTEWATER TREATMENT BIOSOLIDS

Customer Materials.

Customer Materials shall consist of the following:

Dried and stockpiled biosolids

Method of Delivery of Customer Materials. The Customer Material shall be delivered to Contractor in the following manner:

Customer will load Synagro trucks with wheel loader

"Customer Facility(ies) " shall mean the following locations where Customer Material(s) are generated or stored:

- 1. Wastewater treatment facility located in Fort Bragg, CA**

Contractor right to refuse loads. If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.

PRICE

The Agreement Price(s) shall be as follows:

RATE	QUANTITY	UNIT	SERVICE
\$135.00	200 (est)	Ton	Transport and dispose of biosolids cake 20% solids or greater-April 16 through October 14 of each contract year-quantity is estimate only, customer will be billed for actual tonnage removed
\$86.00	Indefinite	Ton	Short freight charge for any load that is less than 22 tons.

CPI. All Agreement Prices shall be adjusted as follows:

All Agreement Prices shall be adjusted annually beginning on _____, 20__ based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for _____ with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$\text{New Price} = (\text{Price Adjustment}) \times \text{First Year Agreement Price}$$

$$\text{Price Adjustment} = 1 + \left(\frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$$

CPI = _____.

Base CPI = _____.

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

Fuel Surcharge Adjustment

All Agreement Prices shall be adjusted monthly for a fuel surcharge ("Fuel Surcharge Adjustment") to reflect any increased change in diesel fuel prices, in accordance with the table below, if the cost of retail on-highway diesel fuel (Department of Energy, Energy Information Administration – California _____) is at, or exceeds, \$4.00 per gallon (Base Price).

The Fuel Surcharge Adjustment will be based on the following chart and the Retail On-Highway Diesel Price – California as published by the U.S. Department of Energy’s Energy Information Administration for California_ and will be applied to the then current fixed or unit fee, as applicable. The Fuel Surcharge Adjustment will be no more than once a calendar month beginning with the second calendar month following the Commencement of Services and shall be adjusted as of the first day of each month. Fuel Surcharge Adjustment will then be applied as follows:

Diesel Price \$/Gallon - Note ¹	Fuel Surcharge Adjustment %
< \$(Base Price)	None
Base Price to Base Price plus \$.049	0.5 %
Base Price plus \$0.05 to Base Price plus \$0.099	1.0 %
Base Price plus \$0.1 to Base Price plus \$0.149	1.5 %

For each \$0.05/gallon increase thereafter add 0.5%

EXAMPLE:

Base Price = \$3.01 / Gallon

Diesel Price \$/Gallon - Note ¹	Fuel Surcharge Adjustment %
≤ \$4.00 (Base Price)	None
\$4.01 - \$4.049	0.5 %
\$4.05 - \$4.099	1. %
\$4.10 - \$4.149	1.5 %

Note 1 - Fuel Rate based on DOE EIA monthly retail on-highway diesel prices (_____)



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-399

Agenda Date: 8/9/2021

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8C.

Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment No. 2022-03 Amending Fiscal Year 2021-22 Budget for Water Emergency Equipment Purchase



AGENCY: City Council
MEETING DATE: August 9, 2021
DEPARTMENT: Public Works
PRESENTED BY: J. Smith
EMAIL ADDRESS: Jsmith@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment 2022-03 Amending Fiscal Year 2021-22 Budget

ISSUE:

During the regular Council meeting of June 21, 2021, the Fort Bragg City Council approved both the purchase of a Desalination – Reverse Osmosis Treatment System to be added to the Water Treatment Plant and Budget Amendment 2021-13 for the funding of such piece of equipment. However, additional funding is necessary to procure a media filtration for the reverse osmosis skid unit; a pretreatment offered for the desalination system to aid should the concentrations of iron and manganese be high. The pretreatment unit price is \$71,204.25 and City Council approved a budget amendment to set aside funds for the procurement of water emergency related equipment.

ANALYSIS:

Desalination has come to the forefront as the best option to provide water to our customers. The current plan utilizes existing infrastructure to convey water to and from the treatment unit. The reverse osmosis (RO) desalination system to be located at the water treatment plant will produce 200 gallons per minute of finished water, providing 288,000 gallons per day. The media filtration skid consists of a media filter with sand media, control valves, the pre-plumbing to facilitate installation, and a coated steel frame. The provider has also offered start-up assistance and operator training.

RECOMMENDED ACTION:

Adopt Resolution approving budget amendment 2022-03 to provide funds for water emergency projects and equipment purchases.

ALTERNATIVE ACTION(S):

1. Do not adopt Resolution.
2. Provide alternative direction to staff.

FISCAL IMPACT:

Little to no impact is expected. State emergency funds are expected to reimburse costs of this effort.

GREENHOUSE GAS EMISSIONS IMPACT:

This action has no impact on greenhouse gas emissions.

CONSISTENCY:

N/A

IMPLEMENTATION/TIMEFRAMES:

Equipment purchases will begin soon after approval of funds.

ATTACHMENTS:

1. Resolution
2. Exhibit A – Budget Amendment
3. Proposal- Aquaclear Media Skid

NOTIFICATION:

N/A.

RESOLUTION NO. ID __-2021

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING BUDGET AMENDMENT 2022-03 AMENDING FISCAL YEAR 2021-22 BUDGET FOR BUDGET ADJUSTMENTS

WHEREAS, on June 14, 2021, the Fort Bragg City Council and the Fort Bragg Municipal Improvement District No. 1 District Board adopted the Fiscal Year (FY) 2021-22 Budget; and

WHEREAS, the City Manager continues to review and revise the budget; and

WHEREAS, the City Manager has identified updated revenue projections, additional expenditure adjustments and corrections to the FY 2021-22 budget as adopted by the City Council on June 14, 2021; and

WHEREAS, those adjustments are identified in Exhibit A attached hereto; and

WHEREAS, based on all the evidence presented, the City Council finds as follows:

1. Certain adjustments to the FY 2021-22 Budget are necessary as shown in Exhibit A.
2. There are sufficient funds to fund the allocations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Fort Bragg does hereby approve Budget Amendment 2022-03 amending the previously adopted FY 2021-22 Budget to incorporate the changes enumerated in Exhibit A.

The above and foregoing Resolution was introduced by Council Member _____, seconded by Council Member _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9th day of August 2021, by the following vote

**AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:**

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk

Technical Proposal FORT BRAGG MULTI-MEDIA FILTRATION SYSTEM



Image shown may differ from proposed system

Prepared for City of Fort Bragg
Fort Bragg, CA

July 7, 2021

Aqua Clear Water Treatment Specialists

Page | 1 / 20

The Clear Choice for Commercial and Industrial Water Treatment Systems and Services
8451 Miralani Dr, Suite T • San Diego, CA 92126 • Ph. 858.270.7655 • Fax. 866.291.0742

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Client	City of Fort Bragg
Location	Fort Bragg, CA
Project Title	Multi-Media Filtration System
Engineering Firm	N/A
Project No.	TBD
Contact Person(s)	Heath Daniels – Operations Supervisor
ACI Document No.	QUO-001677-20210729
Status	Final proposal
Date	July 7, 2021
Revision	0

Aqua Clear Contact Information

Steven Peck
Business Development

M +1 619-540-4328
 E-MAIL: stevenpeck@aquaclearllc.com

Revision history	Reason	Date	By
0	Issued for proposal	07/07/21	S. Peck

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1 Introduction

Aqua Clear, Inc. is pleased to present this proposal in response to *City of Fort Bragg's* request for a *Multi-Media Filtration System* to pretreat water for the new Reverse Osmosis System at the *water treatment* facility located in *Fort Bragg, CA*.

Founded in 1993, Aqua Clear Water Treatment Specialists is the Southern California cleantech provider of technology and service for both industrial water purification and wastewater reclamation.

Aqua Clear's mission is to develop and grow lasting relationships with clients through listening to and serving their business goals while providing access to integrated solutions for purification of water and reclamation of wastewater.

Aqua Clear's cost-effective solutions are site-specific to maximize the operational efficiency and reduce the environmental footprint of our client's facilities deriving payback from the cascading reuse of water within their facility.

Aqua Clear manufactures and field services a variety of filtration, membrane (RO, UF, CMF, EDI), equipment. Aqua Clear also formulates a variety of water treatment chemicals for coolers, boilers, membranes and clarifiers and provides chemical treatment programs and onsite service.

Aqua Clear offers RO membrane healthcare programs, monitoring and service to extend the life of the membranes. We provide membrane chemicals for the RO skid and have the capacity to perform membrane fouling analysis and offsite cleaning.

2 Project scope

Aqua Clear will supply a *Multi-Media Filtration System* as described within this proposal based on information provided by *City of Fort Bragg* on June 4, 2021. Aqua Clear will be responsible for the fabrication of the skid (and will offer startup assistance and operator training as an option).

2.1. Equipment and Capacity

The *Multi-Media Filtration System* will pretreat feed water at a total capacity 240 gpm based on the water quality data provided by City of Fort Bragg.

The Multi-Media Filtration System will consist of the following components:

- Media Filters with sand media
- Control valves
- Pre-plumbed
- Powder-coated steel frame

2.2. Raw Water Quality

From *Alpha Analytical Laboratories report dated 12/02/15*, the data below represents the influent to the RO system. In addition, the City of Fort Bragg stated on June 4, 2021 that turbidity is reported as <1 NTU and the suspended solids as <1 ppm TSS.

Note: The concentration of silica has not been provided.

The total organic carbon is assumed to be <3 ppm TOC.



Alpha Analytical Laboratories Inc. e-mail: clientservices@alpha-labs.com
 Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267
 Bay Area: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309
 Central Valley: 9090 Union Park Way, Suite 113, Elk Grove, CA 95624 • Phone: (916) 686-5190 • Fax: (916) 686-5192

Sample Name: Noyo Report Date: 12/02/15 13:40
 Laboratory ID: 15K1890-02 Laboratory Code: 1610

System Name: FORT BRAGG, CITY OF Sample Date: 11/18/15 08:03
 Source Name: 2310001-002 NOYO RIVER PUMP STATION Sample Received: 11/18/15 13:18
 Sampled by: Heath Daniels User ID: RXR
 Employed by: City of Fort Bragg System Number: 2310001

Data submitted to DDW via EDT

Inorganic Chemicals

Parameter	Result	MCL	DLR	Units	Storet	Test Method
Iron	130	300	100	ug/L	01045	EPA 200.8
Manganese	<20	50	20	ug/L	01055	EPA 200.8
Nickel	<10	100	10	ug/L	01067	EPA 200.8
Selenium	<5.0	50	5.0	ug/L	01147	EPA 200.8
Silver	<10	100	10	ug/L	01077	EPA 200.8
Thallium	<1.0	2	1.0	ug/L	01059	EPA 200.8
Zinc	<50	5000	50	ug/L	01092	EPA 200.8
Mercury	<1.0	2	1.0	ug/L	71900	EPA 245.1

Inorganic: Additional Analyses

Parameter	Result	MCL	DLR	Units	Storet	Test Method
Aggressive Index	11.12			NU	82383	AWWA
Nitrite as N	<0.40	10	0.40	mg/L	00620	EPA 300.0
Perchlorate	<4.0	6	4.0	ug/L	A-031	EPA 314.0

Sample Name: Noyo
 Laboratory ID: 15K1890-02

Report Date: 12/02/15 13:40
 Laboratory Code: 1610

System Name: FORT BRAGG, CITY OF
 Source Name: 2310001-002 NOYO RIVER PUMP STATION
 Sampled by: Heath Daniels
 Employed by: City of Fort Bragg

Sample Date: 11/18/15 08:03
 Sample Received: 11/18/15 13:18
 User ID: RXR
 System Number: 2310001

Data submitted to DDW via EDT

General Mineral and Physical

Parameter	Result	MCL	DLR	Units	Storet	Test Method
Odor	<1.0	3	1	T.O.N.	00086	EPA 140.1
Calcium	17			mg/L	00916	EPA 200.7
Magnesium	5.8			mg/L	00927	EPA 200.7
Sodium	11			mg/L	00929	EPA 200.7
Nitrate as NO3	<2.0	45	2.0	mg/L	71850	EPA 300.0
Sulfate as SO4	5.7	*	0.5	mg/L	00945	EPA 300.0
Fluoride	0.12	2	0.10	mg/L	00951	EPA 300.0
Chloride	9.9	*		mg/L	00940	EPA 300.0
Color	13	15		CU	00081	SM2120B
Turbidity	0.39	5		NTU	82079	SM2130B
Hydroxide	<5.0			mg/L	71830	SM2320B
Carbonate	<5.0			mg/L	00445	SM2320B
Bicarbonate	94			mg/L	00440	SM2320B
Total Alkalinity as CaCO3	77			mg/L	00410	SM2320B
Hardness, Total	66			mg/L	00900	SM2340B
Specific Conductance (EC)	180	*		umhos/cm	00095	SM2510B
Total Dissolved Solids	120	*		mg/L	70300	SM2540C
pH	7.60			pH Units	00403	SM4500-H+ B
MBAS, calculated as LAS, mw 340	<0.050	0.5		mg/L	38260	SM5540C

Inorganic Chemicals

Parameter	Result	MCL	DLR	Units	Storet	Test Method
Aluminum	210	1000	50	ug/L	01105	EPA 200.8
Antimony	<6.0	6	6.0	ug/L	01097	EPA 200.8
Arsenic	<2.0	10	2.0	ug/L	01002	EPA 200.8
Barium	<100	1000	100	ug/L	01007	EPA 200.8
Beryllium	<1.0	4	1.0	ug/L	01012	EPA 200.8
Cadmium	<1.0	5	1.0	ug/L	01027	EPA 200.8
Chromium	<10	50	10	ug/L	01034	EPA 200.8
Copper	<50	1000	50	ug/L	01042	EPA 200.8

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

2.4. Utility Connections and Operating Environment

The environment in which the water plant will operate is assumed to be described as:

- Non-Hazardous Electrical Area Classification
- Temperature: 35 – 140°F, during normal operation
- Relative Humidity: 5 - 95% (non-condensing)

For this proposal the available site utilities are assumed to include:

- Electrical Supply: 460V/60Hz/3Ph
- **Feed Water: 5-ft Suction lift required**
- Drain: atmospheric

This proposal is also based on the following documents received:

Document Number	Title	Revision
Alpha Analytical Lab	Noyo River Pump Station Analytical Report	12/02/15
Email	Email communication btw Fort Bragg and Ryan Process	06/04/21
Phone btw Fort Bragg and Ryan Process	Feed pump required with suction lift of 5 ft	06/09/21

3 Equipment Description

Based on the scope of the project defined in Section 2, below is a general description of the equipment and components that comprise the Multi-media Filtration system. Specific technical data follows.

3.1 Media Filter System

The Media Filter System designed for 240 gpm will be mounted on a separate skid. It includes tanks filled with granular water filtration media used for the removal of hydrogen sulfide, iron and manganese. particulates. Each bed will have a control valve head interlocked to accommodate backwash phase.

3.1.1 Media Filter Components

- Two (2) 48" x 72" Pentair composite fiberglass vessels
- Two (2) Clack WS3 Control valve configuration
- 40.0 FT3 NextSand media per vessel
- Control valves pre-plumbed for basic installation onsite
- Instrumentation includes Pressure Gauges
- Sch 80 PVC
- Mounted on powder coated steel frame



3.1.2 RO System Feed Pump Upgrade

3.1.2.1 Feed Pump (upgrade to the feed pump originally provided under proposed QUO-001630-20210510)

- Submersible pump design
- Cast 304 SS discharge head and motor adapter
- 250 gpm @ 80 psi discharge
- Goulds



3.1.2.2 Motor

- TEFC
- 15 HP
- 460V/3-phase/60hz

4 Documentation

Respective documentation for each of the new equipment will also be provided.

4.1 Documentation provided

- Operation and maintenance manuals
- Component catalog cut sheets
- As built general arrangement drawings
- As built process and instrumentation diagrams
- As built electrical drawings and wiring diagrams

4.2 O&M Manuals (2 USBs)

Aqua Clear's Instruction/Operation/Maintenance Manual covers the multitude of facets to operation of a water treatment unit. The manual includes topics such as:

- Description of the modes of operation
- Detailed overview of the controller of the system and how to confidently navigate the wealth of information
- Installation and start-up guidelines
- Step-by-step instructions on all operations of the water treatment system
- Troubleshooting of common problems
- Typical maintenance required by the system
- Data recording instructions
- Safety procedures
- Relevant system drawings for reference throughout the manual

4.3 Technical Exclusions

The following is not included in our proposal. Some items will need to be provided by others:
• Floor drain
• Electrical supply
• Containment unit for chemicals.
• Safe storage of equipment at site until ready for installation
• Civil works.
• Equipment access platforms, walkways, stairs etc. unless otherwise specified
• Electrical wiring interconnections (including wiring, conduit and other appurtenances) to and between Aqua Clear supplied skids/equipment
• Equipment anchor bolts.
• Raw materials, chemicals, and other consumables required for normal operation.
• Bulk chemical storage facilities including chemical totes.
• All required permits.

5 Commercial

5.1 Price Summary

- 1) Media Filtration Skid (Option) \$ 65,400.00

5.2 Standard Exceptions and Clarifications

- 1) The above prices do not include taxes, VAT
- 2) The above prices do not include duties or other government fees
- 3) Shipping & Crating cost not included

5.3 Commercial Terms and Conditions

Validity	Proposal valid for 30-days
Shipping / Delivery	Delivered to Fort Bragg, CA (Cost to be determined) Manufacturing time is 10-12 weeks after receipt of approved drawings/documents. Delays in drawing/document approval will result in a day-for-day adjustment to ship date via customer change order.
Payment Terms	50% down payment, due upon PO 50% prior to shipment
Warranty	Aqua Clear's standard warranty is 18 months from shipment date or 12 months from installation, whichever occurs first. This stated warranty period will supersede any and all other implied warranty period(s) stated in the proposal package.
Cancellation Policy	See terms and conditions.

General Terms & Conditions

All terms and conditions of sale are negotiable at the time of order. Aqua Clear standard terms and conditions of sale have been attached in the Commercial Proposal for review.

6 Supporting documents

1. Aqua Clear General Terms and Conditions
 - a. Sales
 - b. Service



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Text File

File Number: 21-408

Agenda Date: 8/9/2021

Version: 1

Status: Closed Session

In Control: City Council

File Type: Staff Report

Agenda Number: 9A.

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION: Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: One (1) Case.



City of Fort Bragg

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Text File

File Number: 21-409

Agenda Date: 8/9/2021

Version: 1

Status: Closed Session

In Control: City Council

File Type: Staff Report

Agenda Number: 9B.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS FOR POSSIBLE ACQUISITION OF REAL PROPERTY, Pursuant to Government Code Section 54956.8: Real Property: APN 008-430-21, APN 008-430-22, APN 018-040-61, APN 018-430-22, APN 018-040-61, APN 018-120-50, APN 008-171-07, APN 008-161-08, APN 008-151-26, APN 008-161-27 and the Southern portion of former APN 008-020-15, Fort Bragg, CA 95437; City Negotiator: Tabatha Miller, City Manager; Negotiating Party: Dave Massengill, Environmental Affairs, Georgia Pacific Corporation; Under Negotiation: Terms of Acquisition, Price