



City of Fort Bragg

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

Meeting Agenda 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, December 27, 2021

5:00 PM

Via Video Conference

Special Meeting

CALL TO ORDER

ROLL CALL

PLEASE TAKE NOTICE

Due to state and county health orders and to minimize the spread of COVID-19, City Councilmembers and staff will be participating in this meeting via video conference. The Governor's executive Orders N-25-20, N-29-20, and N-15-21 suspend certain requirements of the Brown Act and allow the meeting to be held virtually.

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 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, during normal business hours. 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 Cristal Muñoz, Administrative Analyst cmunoz@fortbragg.com.

ZOOM WEBINAR INVITATION

*You are invited to a Zoom webinar.
When: Dec 27, 2021 05:00 PM Pacific Time (US and Canada)
Topic: Special City Council Meeting*

*Please click the link below to join the webinar:
<https://us06web.zoom.us/j/88177039443>
Or Telephone: US: +1 253 215 8782 or +1 346 248 7799 (*6 mute/unmute; *9 raise hand)
Webinar ID: 881 7703 9443*

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.

1. PUBLIC COMMENTS ON: (1) CONSENT CALENDAR

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.

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.

2. 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.

- 2A. [21-650](#)** Approve Maddy Act Notice Providing List of Appointed Terms Expiring in 2022

Attachments: [12172021 MADDY ACT NOTICE](#)
[Att 1: Public Comment 12-27-21](#)

- 2B. [21-646](#)** Adopt City Council Resolution Accepting the Police Department Salary Survey Results as Required by Ordinance 672 and Adopting Changes to the City of Fort Bragg Salary Rate Compensation Plan

Attachments: [RESO Police Salary Survey](#)
[Exhibit A - Compensation Schedule 1-1-2022](#)
[Exhibit B - Ordinance 672](#)
[Exhibit C - Salary Survey](#)

- 2C. [21-651](#)** Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

Attachments: [RESO Declaring Continuing Local Emergency](#)

- 2D. [21-652](#)** Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

Attachments: [RESO Authorize Continuing Remote Meetings](#)

- 2E. [21-654](#)** Adopt City Council Resolution Amending the Memorandum of Understanding (MOU) Between the City of Fort Bragg and the Fort Bragg Employee Organization and Service Employees International Union (SEIU) and Authorizing City Manager to Execute the Same

Attachments: [RESO Amend SEIU MOU.docx](#)
[Exhitit A SEIU Proposal Amendment.docx](#)

- 2F.** [21-655](#) Adopt City Council Resolution Approving Professional Services Agreement with City Management Advisors, LLC dba Peckham & McKenney to Provide Executive Recruitment Services for the Position of City Manager and Authorizing the Mayor to Execute Same (Amount Not to Exceed \$27,000; Account No. 110-4110-0319)
- Attachments:** [RESO CM Recruitment](#)
[Peckham & McKenney Contract](#)
- 2G.** [21-659](#) Approve Letter Offering David Spaur Employment as the Interim City Manager
- Attachments:** [SPAUR, David Interim City Manager 01032022](#)
- 2H.** [21-660](#) Adopt Joint City Council/Municipal Improvement District Resolution Approving Budget Amendment 2022-17 to the Fiscal Year 2021-2022 Budget
- Attachments:** [RESO Budget Amendment 22-17](#)
[Exhibit A Budget Amendment 2022-17](#)
- 2I.** [21-661](#) Adopt Resolution Temporarily Deferring the Wastewater Capital Improvement Fee for Restaurants, Cafes, and Coffee Shops in the Central Business District
- Attachments:** [RESO Wastewater Capacity Fee Deferral](#)
- 2J.** [21-663](#) Adopt Resolution Approving Contract with KP Public Affairs for Communication Services, Total Contract Amount not to exceed \$120,000 (Account No. 110-4110-0319)
- Attachments:** [RESO KP Contract](#)
[Fort Bragg Communications Contract 2022.docx](#)
- 2K.** [21-637](#) Receive the Fiscal Year 2021-22 First Quarter Financial Report
- Attachments:** [Q1 Financial Results Staff Report](#)
[Q1 FY 2021-22](#)
- 2L.** [21-662](#) Adopt Resolution Temporarily Deferring the Water Capital Improvement Fee for Restaurants, Cafes, and Coffee Shops in the Central Business District
- Attachments:** [RESO Deferral Water Capacity Fees](#)
- 2M.** [21-658](#) Approve Minutes of December 13, 2021
- Attachments:** [CCM2021-12-13](#)

ADJOURNMENT



City of Fort Bragg

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

Text File

File Number: 21-650

Agenda Date: 12/27/2021

Version: 1

Status: Consent Agenda

In Control: Special City Council

File Type: Consent Calendar

Agenda Number: 2A.

Approve Maddy Act Notice Providing List of Appointed Terms Expiring in 2022
Section 54972 of the Government Code states:

54972. On or before December 31 of each year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. This list shall be known as the Local Appointments List. The list shall contain the following information:

- (a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position.
- (b) A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

The City's appointments list is attached.



CITY OF FORT BRAGG

Incorporated August 5, 1880
416 N. Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City of Fort Bragg encourages residents to apply for a position on City Boards, Commissions, and Committees that will have vacancies in **2022**.

At the end of each year, the City publishes a list of expiring appointed terms for the coming year, names of incumbents, and the dates of appointments. Following is a list for 2022:

PLANNING COMMISSION

Each member of the City Council may submit the name of a resident of the City as a nominee for a seat on the Planning Commission. The appointment is made by a vote of the full City Council. Each member of the Planning Commission must be a registered voter of the City at the time of their appointment and during their incumbency. Planning Commission members shall be seated for a term coinciding with that of the nominating Councilmember, provided, however, that the Commissioners serve at the will of the City Council. The Planning Commission's functions are established in Fort Bragg Municipal Code Chapter 2.20.

NAME	APPOINTED	TERM ENDS
Jeremy Logan	1/14/2019	12/12/2022
Stan Miklose	5/12/2014	12/12/2022
Michelle Roberts	1/14/2019	12/12/2022

NOYO HARBOR COMMISSION

The Fort Bragg City Council appoints two of the five members of the Noyo Harbor Commission, the County of Mendocino appoints two of the five members, and the Mendocino County Board of Supervisors and the City Council jointly appoint the Chairman. This Commission oversees operations of Noyo Harbor. Appointees to the Noyo Harbor Commission must reside within the Noyo Harbor District boundaries. Appointment to this Commission would be for a four-year term.

NAME	APPOINTED	TERM ENDS
Michelle Norvell	1/14/2019	10/31/2022

Persons interested in appointment to the above boards or committees are urged to contact City Clerk June Lemos at (707) 961-1694 to obtain an application form.

Residents of the City of Fort Bragg and persons owning a business or commercial property in the City shall be given preference for appointment to advisory committees. The City Council will review applications and interview applicants for appointment to the Noyo Harbor Commission in October of 2022. The incoming Councilmembers will put forth their nominees for Planning Commissioner at the first meeting in January 2023.

ADDITIONAL BOARDS AND COMMISSIONS

In addition to those listed above, the following is a list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position:

Library Advisory Board – The City Council will consider appointees to the Library Advisory Board in October 2023. Applicants must show an interest in development of quality improvements in the local library branches by exposing the membership to changes and innovations in the library world. Residents of Fort Bragg are given preference.

Fort Bragg Fire Protection Authority – The Joint Powers Authority Agreement that created the Fort Bragg Fire Protection Authority in 1990 provides, in part, that one member of the five member board shall be appointed jointly by the Board of Directors for the Fort Bragg Rural Fire District and the City Council of the City of Fort Bragg. In March of 2023, the District Board and City Council shall consult with the Fort Bragg Volunteer Fire Department prior to selecting the jointly-appointed member. At its option, the Fort Bragg Volunteer Fire Department may submit one or more candidates for this position. The appointee must be a resident of the Fire Protection area. Appointment to this Board would be for a two-year term.

Dated: December 17, 2021

June Lemos

June Lemos, MMC, City Clerk

Published: December 23, 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 December 17, 2021 and delivered to the Mendocino County Public Library, 499 East Laurel Street, Fort Bragg, California.

June Lemos

June Lemos, MMC, City Clerk

Munoz, Cristal

From: Jacob Patterson <jacob.patterson.esq@gmail.com>
Sent: Sunday, December 26, 2021 4:14 PM
To: Lemos, June; Munoz, Cristal
Subject: Public Comment -- 12/27/21 Special CC Mtg., Item No. 2A

City Council,

I recommend you amend the Maddy Act notice because you left off one appointee, Planning Commissioner and Vice Chair Jay Andreis. Jay was nominated by Tess Albin-Smith and our Municipal Code states that the term of a commissioner corresponds to the term of the nominating councilmember. As a result, Jay's term ends at the same time as Jeremy (Jessica), Michelle (Tess), and Stan (Lindy). Only Nancy's term continues past next December because she was nominated by Bernie and his term continues for an additional two years beyond those of the other current councilmembers. Marcia has not nominated a commissioner since Jay and Nancy's appointments happened after Will resigned but prior to Marcia's appointment to the City Council so she would presumably nominate the next commissioner should a vacancy occur prior to the end of the current terms.

Regards,

--Jacob

2.20.020 COMPOSITION AND APPOINTMENT OF MEMBERS.

A. There shall be five (5) members of the Planning Commission appointed by the City Council. Each member of the City Council may submit the name of a resident of the City as a nominee for a seat on the Planning Commission. The City Council as a whole shall vote to appoint the nominee, the appointment requiring the affirmative vote of at least three (3) City Councilmembers.

B. Planning Commission members shall be seated for a potential term coinciding with that of the nominating City Councilmember, provided, however, that the commissioners serve at the will of the City Council. The City Council may remove any Planning Commission at any time through the affirmative vote of at least four (4) of the City Councilmembers.



City of Fort Bragg

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

Text File

File Number: 21-646

Agenda Date: 12/27/2021

Version: 1

Status: Consent Agenda

In Control: Special City Council

File Type: Resolution

Agenda Number: 2B.

Adopt City Council Resolution Accepting the Police Department Salary Survey Results as Required by Ordinance 672 and Adopting Changes to the City of Fort Bragg Salary Rate Compensation Plan

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
ACCEPTING THE FORT BRAGG POLICE DEPARTMENT SALARY SURVEY
RESULTS AS REQUIRED BY ORDINANCE 672, ADOPTING CHANGES TO
THE CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN**

WHEREAS, the Fort Bragg City Council approves all salary schedules which include classification titles and compensation rates; and

WHEREAS, the establishment of this Resolution meets the requirements of California Regulations Section 570.5 as confirmed by the California CalPERS; and

WHEREAS, the California Public Employees' Retirement System code requires the City to have a publicly adopted and posted salary schedule; and

WHEREAS, the full salary schedule is allocated in the Proposed FY 2021/2022 budget; and

WHEREAS, the full salary schedule is available on the City's website.

WHEREAS, the voters adopted Ordinance 672 requiring an annual review of the compensation schedule for employees of the Fort Bragg Police Department; and

WHEREAS, the City has completed the study, reviewed and analyzed the data for salaries of comparable positions in the cities of Willits and Ukiah, and the Mendocino County Sheriff's Office as required by Ordinance 672 and attached hereto as Exhibit B; and

WHEREAS, the salary survey results and proposed salary increases were presented to the Fort Bragg Police Association (FBPA) for review and comment; and

WHEREAS, the FBPA by an affirmative vote of the majority of its members, has approved the salary survey results and the proposed salary increases incorporated and set forth in the attached City of Fort Bragg Salary Rate Compensation Plan attached hereto as Exhibit A; and

WHEREAS, the City Council has reviewed the salary survey results as required by Ordinance 672; and

WHEREAS, the City Council has reviewed the 2021 City of Fort Bragg Salary Rate Police Compensation Plan (Exhibit A), which includes compensation adjustments; 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. Ordinance 672 has been implemented and the requisite salary study has been prepared as required.
3. The data analysis is presented as prescribed by Ordinance 672.

4. The Fort Bragg Police Association (FBPA) has reviewed and accepted the results of the annual salary survey by an affirmative vote of a majority of the membership and accepted the proposed salary increases as set forth below.
5. The compensation shall be increased for the following positions by the amounts set forth below:

Police Chief	10.50%
Police Chief – Interim	1.00%
Police Captain	1.70%
Police Officer – Basic POST Certification	0.80%
Police Sergeant – Intermediate POST Certification	1.70%
Police Sergeant – Advance POST Certification	1.70%
Police Officer – Intermediate POST Certification	0.80%
Police Officer – Advance POST Certification	0.80%
Police Recruit	7.0%
Community Services Officer	0.0%

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby accept the Salary Survey results as required by Ordinance 672 establishes the changes in the City of Fort Bragg Salary Rate Compensation Plan set forth in Exhibit A.

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 27th day of December, 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.01.2022 Resolution XXXX-2021 FBPA Ordinance 672. Correct City Manager compensation to match City Manager employment contract effective 8-1-2021. Add Interim City Manager classification effective 12-27-2021.

				Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Analyst (Confidential; Non-Bargaining)								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
Administrative Assistant - Administration (FBEO)								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
Administrative Assistant - Community Development (FBEO)								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
Administrative Assistant - Police (FBEO)								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)								
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
Assistant City Engineer (FBEO)								
Hourly				31.96	33.56	35.24	37.00	38.85
Bi-Weekly				2,556.80	2,684.80	2,819.20	2,960.00	3,108.00
Monthly				5,539.73	5,817.07	6,108.27	6,413.33	6,734.00
Annual				66,476.80	69,804.80	73,299.20	76,960.00	80,808.00
Assistant Finance Director (Mid-Management; Non-Bargaining)								
Hourly				37.89	39.78	41.77	43.86	46.05
Bi-Weekly				3,031.20	3,182.40	3,341.60	3,508.80	3,684.00
Monthly				6,567.60	6,895.20	7,240.13	7,602.40	7,982.00
Annual				78,811.20	82,742.40	86,881.60	91,228.80	95,784.00
Assistant Planner (FBEO)								
Hourly				30.45	31.97	33.57	35.25	37.01
Bi-Weekly				2,436.00	2,557.60	2,685.60	2,820.00	2,960.80
Monthly				5,278.00	5,541.47	5,818.80	6,110.00	6,415.07
Annual				63,336.00	66,497.60	69,825.60	73,320.00	76,980.80

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.01.2022 Resolution XXXX-2021 FBPA Ordinance 672. Correct City Manager compensation to match City Manager employment contract effective 8-1-2021. Add Interim City Manager classification effective 12-27-2021.

				Step 1	Step 2	Step 3	Step 4	Step 5
Assistant to the City Manager (Mid-Management; Non-Bargaining)								
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
Associate Planner (FBEO)								
Hourly				31.53	33.11	34.77	36.51	38.34
Bi-Weekly				2,522.40	2,648.80	2,781.60	2,920.80	3,067.20
Monthly				5,465.20	5,739.07	6,026.80	6,328.40	6,645.60
Annual				65,582.40	68,868.80	72,321.60	75,940.80	79,747.20
City Clerk (Mid-Management; Non-Bargaining)								
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
City Councilmember (Elected)								
Hourly								
Bi-Weekly				138.46				
Monthly				300.00				
Annual				3,600.00	Plus \$100/mo for Special District Meeting			
City Manager (Executive; At Will; Contract)								
Hourly				76.30				
Bi-Weekly				6,104.12				
Monthly				13,225.58				
Annual				158,707.00				
City Manager (Temporary Executive; At Will)								
Hourly				76.30				
Code Enforcement Officer (FBEO)								
Hourly				30.45	31.97	33.57	35.25	37.01
Bi-Weekly				2,436.00	2,557.60	2,685.60	2,820.00	2,960.80
Monthly				5,278.00	5,541.47	5,818.80	6,110.00	6,415.07
Annual				63,336.00	66,497.60	69,825.60	73,320.00	76,980.80
Community Services Officer (FBPA)								
Hourly				21.42	22.49	23.61	24.79	26.03
Bi-Weekly				1,713.60	1,799.20	1,888.80	1,983.20	2,082.40
Monthly				3,712.80	3,898.27	4,092.40	4,296.93	4,511.87
Annual				44,553.60	46,779.20	49,108.80	51,563.20	54,142.40
Construction Project Manager (Mid-Management; Non-Bargaining)								
Hourly				40.75	42.79	44.93	47.18	49.54
Bi-Weekly				3,260.00	3,423.20	3,594.40	3,774.40	3,963.20
Monthly				7,063.33	7,416.93	7,787.87	8,177.87	8,586.93
Annual				84,760.00	89,003.20	93,454.40	98,134.40	103,043.20

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.01.2022 Resolution XXXX-2021 FBPA Ordinance 672. Correct City Manager compensation to match City Manager employment contract effective 8-1-2021. Add Interim City Manager classification effective 12-27-2021.

				Step 1	Step 2	Step 3	Step 4	Step 5
Construction Project Manager (Temporary, Part-time, At-Will)								
				40.75	42.79	44.93	47.18	49.54
Director - Community Development Department (Executive; At Will)								
Hourly				47.85	50.24	52.75	55.39	58.16
Bi-Weekly				3,828.00	4,019.20	4,220.00	4,431.20	4,652.80
Monthly				8,294.00	8,708.27	9,143.33	9,600.93	10,081.07
Annual				99,528.00	104,499.20	109,720.00	115,211.20	120,972.80
Director of Public Works (Executive; At Will)								
Hourly				47.85	50.24	52.75	55.39	58.16
Bi-Weekly				3,828.00	4,019.20	4,220.00	4,431.20	4,652.80
Monthly				8,294.00	8,708.27	9,143.33	9,600.93	10,081.07
Annual				99,528.00	104,499.20	109,720.00	115,211.20	120,972.80
Engineering Technician (FBEO)								
Hourly				28.99	30.44	31.96	33.56	35.24
Bi-Weekly				2,319.20	2,435.20	2,556.80	2,684.80	2,819.20
Monthly				5,024.93	5,276.27	5,539.73	5,817.07	6,108.27
Annual				60,299.20	63,315.20	66,476.80	69,804.80	73,299.20
Environmental Compliance Coordinator (FBEO)								
Hourly				33.53	35.21	36.97	38.82	40.76
Bi-Weekly				2,682.40	2,816.80	2,957.60	3,105.60	3,260.80
Monthly				5,811.87	6,103.07	6,408.13	6,728.80	7,065.07
Annual				69,742.40	73,236.80	76,897.60	80,745.60	84,780.80
Finance Technician I (FBEO)								
Hourly				21.34	22.41	23.53	24.71	25.95
Bi-Weekly				1,707.20	1,792.80	1,882.40	1,976.80	2,076.00
Monthly				3,698.93	3,884.40	4,078.53	4,283.07	4,498.00
Annual				44,387.20	46,612.80	48,942.40	51,396.80	53,976.00
Finance Technician II (FBEO)								
Hourly				23.53	24.71	25.95	27.25	28.61
Bi-Weekly				1,882.40	1,976.80	2,076.00	2,180.00	2,288.80
Monthly				4,078.53	4,283.07	4,498.00	4,723.33	4,959.07
Annual				48,942.40	51,396.80	53,976.00	56,680.00	59,508.80
Finance Technician III (FBEO)								
Hourly				25.93	27.23	28.59	30.02	31.52
Bi-Weekly				2,074.40	2,178.40	2,287.20	2,401.60	2,521.60
Monthly				4,494.53	4,719.87	4,955.60	5,203.47	5,463.47
Annual				53,934.40	56,638.40	59,467.20	62,441.60	65,561.60

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.01.2022 Resolution XXXX-2021 FBPA Ordinance 672. Correct City Manager compensation to match City Manager employment contract effective 8-1-2021. Add Interim City Manager classification effective 12-27-2021.

				Step 1	Step 2	Step 3	Step 4	Step 5
Government Accountant I (FBE0)								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
Grant Manager (Mid-Management; Non-Bargaining)								
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
Grants Coordinator (FBE0)								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
Housing and Economic Development Coordinator (Confidential; Non-Bargaining)								
Hourly				31.97	33.57	35.25	37.01	38.86
Bi-Weekly				2,557.60	2,685.60	2,820.00	2,960.80	3,108.80
Monthly				5,541.47	5,818.80	6,110.00	6,415.07	6,735.73
Annual				66,497.60	69,825.60	73,320.00	76,980.80	80,828.80
Human Resources Analyst (Confidential; Non-Bargaining)								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
Intern (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				18.00				
Laborer (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				18.00				
Maintenance Worker I - Janitor (FBE0)								
Hourly				17.19	18.05	18.95	19.90	20.90
Bi-Weekly				1,375.20	1,444.00	1,516.00	1,592.00	1,672.00
Monthly				2,979.60	3,128.67	3,284.67	3,449.33	3,622.67
Annual				35,755.20	37,544.00	39,416.00	41,392.00	43,472.00
Maintenance Worker II (FBE0)								
Hourly				22.73	23.87	25.06	26.31	27.63
Bi-Weekly				1,818.40	1,909.60	2,004.80	2,104.80	2,210.40
Monthly				3,939.87	4,137.47	4,343.73	4,560.40	4,789.20
Annual				47,278.40	49,649.60	52,124.80	54,724.80	57,470.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.01.2022 Resolution XXXX-2021 FBPA Ordinance 672. Correct City Manager compensation to match City Manager employment contract effective 8-1-2021. Add Interim City Manager classification effective 12-27-2021.

				Step 1	Step 2	Step 3	Step 4	Step 5
Maintenance Worker III (FBEO)								
Hourly				23.87	25.06	26.31	27.63	29.01
Bi-Weekly				1,909.60	2,004.80	2,104.80	2,210.40	2,320.80
Monthly				4,137.47	4,343.73	4,560.40	4,789.20	5,028.40
Annual				49,649.60	52,124.80	54,724.80	57,470.40	60,340.80
Maintenance Worker IV (FBEO)								
Hourly				25.05	26.30	27.62	29.00	30.45
Bi-Weekly				2,004.00	2,104.00	2,209.60	2,320.00	2,436.00
Monthly				4,342.00	4,558.67	4,787.47	5,026.67	5,278.00
Annual				52,104.00	54,704.00	57,449.60	60,320.00	63,336.00
Maintenance Worker Lead (FBEO)								
Hourly				27.55	28.93	30.38	31.90	33.50
Bi-Weekly				2,204.00	2,314.40	2,430.40	2,552.00	2,680.00
Monthly				4,775.33	5,014.53	5,265.87	5,529.33	5,806.67
Annual				57,304.00	60,174.40	63,190.40	66,352.00	69,680.00
Mechanic (FBEO)								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
Office Assistant (Temporary Position)								
Hourly				20.00				
Operations Manager (Mid-Management; Non-Bargaining)								
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
Operations Supervisor (FBEO)								
Hourly				33.53	35.21	36.97	38.82	40.76
Bi-Weekly				2,682.40	2,816.80	2,957.60	3,105.60	3,260.80
Monthly				5,811.87	6,103.07	6,408.13	6,728.80	7,065.07
Annual				69,742.40	73,236.80	76,897.60	80,745.60	84,780.80
Police Captain (Mid-Management; Non-Bargaining)								
Hourly				53.40	56.07	58.87	61.81	64.90
Bi-Weekly				4,272.00	4,485.60	4,709.60	4,944.80	5,192.00
Monthly				9,256.00	9,718.80	10,204.13	10,713.73	11,249.33
Annual				111,072.00	116,625.60	122,449.60	128,564.80	134,992.00
Police Chief (Executive; At Will)								
Hourly				67.17	70.53	74.06	77.76	81.65
Bi-Weekly				5,373.60	5,642.40	5,924.80	6,220.80	6,532.00
Monthly				11,642.80	12,225.20	12,837.07	13,478.40	14,152.67
Annual				139,713.60	146,702.40	154,044.80	161,740.80	169,832.00

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.01.2022 Resolution XXXX-2021 FBPA Ordinance 672. Correct City Manager compensation to match City Manager employment contract effective 8-1-2021. Add Interim City Manager classification effective 12-27-2021.

				Step 1	Step 2	Step 3	Step 4	Step 5
Interim Police Chief (Temporary Executive; At Will)								
Hourly				67.17	70.53	74.06	77.76	81.65
Police Sergeant Intermediate POST (FBPA)								
Hourly				40.47	42.49	44.61	46.84	49.18
Bi-Weekly				3,237.60	3,399.20	3,568.80	3,747.20	3,934.40
Monthly				7,014.80	7,364.93	7,732.40	8,118.93	8,524.53
Annual				84,177.60	88,379.20	92,788.80	97,427.20	102,294.40
Police Sergeant Advance POST (FBPA)								
Hourly				42.79	44.93	47.18	49.54	52.02
Bi-Weekly				3,423.20	3,594.40	3,774.40	3,963.20	4,161.60
Monthly				7,416.93	7,787.87	8,177.87	8,586.93	9,016.80
Annual				89,003.20	93,454.40	98,134.40	103,043.20	108,201.60
Police Officer Basic POST (FBPA)								
Hourly				31.50	33.08	34.73	36.47	38.29
Bi-Weekly				2,520.00	2,646.40	2,778.40	2,917.60	3,063.20
Monthly				5,460.00	5,733.87	6,019.87	6,321.47	6,636.93
Annual				65,520.00	68,806.40	72,238.40	75,857.60	79,643.20
Police Officer Intermediate POST (FBPA)								
Hourly				33.08	34.73	36.47	38.29	40.20
Bi-Weekly				2,646.40	2,778.40	2,917.60	3,063.20	3,216.00
Monthly				5,733.87	6,019.87	6,321.47	6,636.93	6,968.00
Annual				68,806.40	72,238.40	75,857.60	79,643.20	83,616.00
Police Officer Advance POST (FBPA)								
Hourly				34.70	36.44	38.26	40.17	42.18
Bi-Weekly				2,776.00	2,915.20	3,060.80	3,213.60	3,374.40
Monthly				6,014.67	6,316.27	6,631.73	6,962.80	7,311.20
Annual				72,176.00	75,795.20	79,580.80	83,553.60	87,734.40
Police Recruit (1040 hours; FBPA)								
Hourly				27.07				
Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Public Works Administrative Analyst (FBEO)								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
https://fortbragg.applicantpro.com/jobs/2145247.html								
Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)								
Hourly				18.00				

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.01.2022 Resolution XXXX-2021 FBPA Ordinance 672. Correct City Manager compensation to match City Manager employment contract effective 8-1-2021. Add Interim City Manager classification effective 12-27-2021.

				Step 1	Step 2	Step 3	Step 4	Step 5
Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Senior Government Accountant (Mid-Management; Non-Bargaining)								
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
Senior Planner (Mid-Management; Non-Bargaining)								
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
Systems Analyst - Lead (Confidential; Non-Bargaining)								
Hourly				31.97	33.57	35.25	37.01	38.86
Bi-Weekly				2,557.60	2,685.60	2,820.00	2,960.80	3,108.80
Monthly				5,541.47	5,818.80	6,110.00	6,415.07	6,735.73
Annual				66,497.60	69,825.60	73,320.00	76,980.80	80,828.80
Systems Analyst (Confidential; Non-Bargaining)								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
Systems Technician (FBEO)								
Hourly				21.93	23.03	24.18	25.39	26.66
Bi-Weekly				1,754.40	1,842.40	1,934.40	2,031.20	2,132.80
Monthly				3,801.20	3,991.87	4,191.20	4,400.93	4,621.07
Annual				45,614.40	47,902.40	50,294.40	52,811.20	55,452.80
Treatment Plant Operator-in-Training (FBEO)								
Hourly				19.49	20.46	21.48	22.55	23.68
Bi-Weekly				1,559.20	1,636.80	1,718.40	1,804.00	1,894.40
Monthly				3,378.27	3,546.40	3,723.20	3,908.67	4,104.53
Annual				40,539.20	42,556.80	44,678.40	46,904.00	49,254.40
Treatment Plant Operator I (FBEO)								
Hourly				24.19	25.40	26.67	28.00	29.40
Bi-Weekly				1,935.20	2,032.00	2,133.60	2,240.00	2,352.00
Monthly				4,192.93	4,402.67	4,622.80	4,853.33	5,096.00
Annual				50,315.20	52,832.00	55,473.60	58,240.00	61,152.00
Treatment Plant Operator II (FBEO)								
Hourly				25.41	26.68	28.01	29.41	30.88
Biweekly				2,032.80	2,134.40	2,240.80	2,352.80	2,470.40
Monthly				4,404.40	4,624.53	4,855.07	5,097.73	5,352.53
Annual				52,852.80	55,494.40	58,260.80	61,172.80	64,230.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.01.2022 Resolution XXXX-2021 FBPA Ordinance 672. Correct City Manager compensation to match City Manager employment contract effective 8-1-2021. Add Interim City Manager classification effective 12-27-2021.

				Step 1	Step 2	Step 3	Step 4	Step 5
Treatment Plant Operator - Wastewater, Lead (FBEO)								
Hourly				29.22	30.68	32.21	33.82	35.51
Biweekly				2,337.60	2,454.40	2,576.80	2,705.60	2,840.80
Monthly				5,064.80	5,317.87	5,583.07	5,862.13	6,155.07
Annual				60,777.60	63,814.40	66,996.80	70,345.60	73,860.80
Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)								
Hourly				30.68	32.21	33.82	35.51	37.29
Biweekly				2,454.40	2,576.80	2,705.60	2,840.80	2,983.20
Monthly				5,317.87	5,583.07	5,862.13	6,155.07	6,463.60
Annual				63,814.40	66,996.80	70,345.60	73,860.80	77,563.20



City of Fort Bragg

Incorporated August 5, 1889

416 N. Franklin St.

Fort Bragg, Ca 95437

707-964-5325

ORDINANCE NO. 672

"AN ORDINANCE ESTABLISHING MINIMUM STANDARDS OF COMPENSATION, BENEFITS AND SALARIES FOR MEMBERS OF THE POLICE DEPARTMENT OF THE CITY OF FORT BRAGG. The People of the City of Fort Bragg, County of Mendocino, State of California, DO ORDAIN AS FOLLOWS:

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 Departments 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 of the 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 1296-85 ("A Resolution of the City Council of the City of Fort Bragg Adopting the Compensation Plan

EXHIBIT "B"

for Fort Bragg Police Employees") as passed and adopted at a regular meeting of the City Council of the City of Fort Bragg on January 14, 1985.

The foregoing ordinance shall be considered as adopted on the date the vote of a majority of the voters on the ordinance in its favor is declared by the City Council of said City of Fort Bragg and shall go into effect 10 days after that date."

RESOLUTION 1474-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT BRAGG
DECLARING THE RESULTS OF THE NOVEMBER 4, 1986
CONSOLIDATED SPECIAL ELECTION

WHEREAS, Section 17111 of the California Elections Code requires a declaration of the results of a local election; and

WHEREAS, the Mendocino County Clerk-Recorder has officially certified, in accordance with Section 17088 of the Elections Code, the results of the Consolidated Special Election held on November 4, 1986.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg hereby declares the results of the November 4, 1986 Consolidated Special Election to be as stated in the Certificate of the Mendocino County Clerk-Recorder dated December 1, 1986, which is attached hereto and made a part hereof as Exhibit "A".

BE IT FURTHER RESOLVED that the City Council declares that the following ordinance was adopted by a vote of 768 "YES" and 753 "NO":

- A. Initiative Ordinance; An Ordinance Establishing Minimum Standards of Compensation, Benefits and Salaries for Members of the Police Department of the City of Fort Bragg. (Exhibit "B"; Ordinance 672).


BE IT FURTHER RESOLVED that pursuant to the Judgement for Petitioner dated May 13, 1986, in the matter of Robert H. Heeb vs: City of Fort Bragg, the above referenced ordinance shall be considered as adopted and shall go into effect 10 days after the date of the adoption of this Resolution.

The above and foregoing Resolution was introduced by Councilman Lang, was seconded by Councilman Huber, and passed and adopted at a regular meeting of the Council of the City of Fort Bragg held on the 8th day of December, 1986, by the following vote:

AYES: Meskis, Huber, Lang, Thurman, Schade.

NOES: None.

ABSENT: None.


ANDRE L. /SCHADE,
Mayor

ATTEST:

s/ DeeLynn R. Carpenter
DeeLynn R. Carpenter,
City Clerk

NOTE: Exhibit "A" as referenced above is available for review or copying during normal office hours in the Office of the City Clerk, City Hall, 416 North Franklin Street, Fort Bragg, California 95437.

PUBLISH: December 24, 1986.

FORT BRAGG
ORDINANCE 672 SALARY COMPARISON
JANUARY 1, 2022

			Minimum	MidPoint	Maximum	COMMENTS
UNREPRESENTED						
Police Chief						
Mendocino County			NO COMPARABLE CLASSIFICATION			
Ukiah - Police Chief	3570		\$ 12,874.55	\$ 14,194.18	\$ 15,649.08	5-Step Salary Schedule
Willits - Police Chief	88E		\$ 10,243.59	\$ 11,524.04	\$ 12,804.49	Per Management Pay Increase Willits 12-8-2021, effective 7-1-2021
AVERAGE			\$ 11,559.07	\$ 12,859.11	\$ 14,226.79	
Current Fort Bragg			\$ 10,536.93	\$ 11,616.80	\$ 12,807.60	
Percent Difference between Average and Fort Bragg			-8.84%	-9.66%	-9.98%	

UNREPRESENTED						
Police Captain						
Mendocino County - Sheriff Captain	7050		\$ 9,985.73	\$ 11,008.40	\$ 12,136.80	5-Step Salary Schedule
Ukiah - Police Captain	3079		\$ 10,586.70	\$ 11,671.84	\$ 12,868.20	5-Step Salary Schedule
Willits - Police Lieutenant	88A*		\$ 6,863.66	\$ 7,648.40	\$ 8,759.97	21-22 Class-Comp Schedule Effective 7-1-21 (Safety)
AVERAGE			\$ 9,145.36	\$ 10,109.55	\$ 11,254.99	
Current Fort Bragg			\$ 9,101.73	\$ 10,036.00	\$ 11,065.60	
Percent Difference between Average and Fort Bragg			-0.48%	-0.73%	-1.68%	

Police Sergeant - Intermediate POST Certification						
Mendocino County - Sheriff's Sergeant 5%	#7132		\$ 7,510.53	\$ 8,281.87	\$ 9,131.20	5-Step Salary Schedule
Ukiah - Sergeant	3077		\$ 7,367.96	\$ 8,326.26	\$ 9,403.60	6-Step Salary Schedule, starts with Step 0.
Willits - Police Sergeant	#77D		\$ 5,254.45	\$ 6,082.68	\$ 7,041.46	Midpoint is step 4. MOU Article 9.1.B & Article 9.1.C. & Article 9.U. Based on this #77D is rate schedule to use. 21-22 Class-Comp Schedule Effective 7-1-21 (Safety)
AVERAGE			\$ 6,710.98	\$ 7,563.60	\$ 8,525.42	
Current Fort Bragg			\$ 6,896.93	\$ 7,604.13	\$ 8,382.40	
Difference between Average and Fort Bragg			2.77%	0.54%	-1.68%	

FORT BRAGG
ORDINANCE 672 SALARY COMPARISON
JANUARY 1, 2022

Police Sergeant - Advanced POST Certification					
Mendocino County - Sheriff's Sergeant 10%	#7133	\$ 7,869.33	\$ 8,261.03	\$ 9,566.27	5-Step Salary Schedule
Ukiah - Sergeant	3177	\$ 7,719.24	\$ 8,723.22	\$ 9,851.92	6-Step Salary Schedule, starts with Step 0.
Willits - Police Sergeant	#79D	\$ 5,523.51	\$ 6,394.15	\$ 7,402.03	Midpoint is step 4. MOU Article 9.1.B & Article 9.1.C. & Article 9.U. Based on this #69A is rate schedule to use. 21-22 Class-Comp Schedule Effective 7-1-21 (Safety)
AVERAGE		\$ 7,037.36	\$ 7,792.80	\$ 8,940.07	
Current Fort Bragg		\$ 7,292.13	\$ 8,039.20	\$ 8,864.27	
Percent Difference between Average and Fort Bragg		3.62%	3.16%	-0.85%	

Police Officer - Basic POST Certification					
Mendocino County - Deputy Sheriff/Coroner II	#7113	\$ 5,862.13	\$ 6,463.60	\$ 7,125.73	5-Step Salary Schedule
Ukiah - Officer	3073	\$ 5,750.54	\$ 6,498.47	\$ 7,339.31	6-Step Salary Schedule, starts with Step 0.
Willits - Police Officer I	#67A	\$ 4,059.10	\$ 4,698.92	\$ 5,439.59	Midpoint is step 4. MOU Article 9.1.B & Article 9.1.C & Article 9.U. Based on this #67A is rate schedule to use. 21-22 Class-Comp Schedule Effective 7-1-21 (Safety)
AVERAGE		\$ 5,223.92	\$ 5,887.00	\$ 6,634.88	
Current Fort Bragg		\$ 5,416.67	\$ 5,971.33	\$ 6,583.20	
Percent Difference between Average and Fort Bragg		3.69%	1.43%	-0.78%	

Police Officer - Intermediate POST Certification					
Mendocino County - Deputy Sheriff/Coroner II 5%	#7125	\$ 6,155.07	\$ 6,786.00	\$ 7,482.80	5-Step Salary Schedule
Ukiah - Officer (IPC)	3173	\$ 6,038.07	\$ 6,823.40	\$ 7,706.28	6-Step Salary Schedule, starts with Step 0.
Willits - Police Officer II	#69A	\$ 4,266.95	\$ 4,939.53	\$ 5,718.13	Midpoint is step 4. MOU Article 9.1.B & Article 9.1.C. & Article 9.U. Based on this #69A is rate schedule to use. 21-22 Class-Comp Schedule Effective 7-1-21
AVERAGE		\$ 5,486.70	\$ 6,182.98	\$ 6,969.07	
Current Fort Bragg		\$ 5,688.80	\$ 6,271.20	\$ 6,914.27	
Percent Difference between Average and Fort Bragg		3.68%	1.43%	-0.79%	

FORT BRAGG
 ORDINANCE 672 SALARY COMPARISON
 JANUARY 1, 2022

Police Officer - Advanced POST Certification						
Mendocino County						
Deputy Sheriff/Coroner II 10%	#7127	\$ 6,448.00	\$ 7,110.13	\$ 7,838.13		5-Step Salary Schedule
Ukiah - Officer (APC)	3273	\$ 6,327.09	\$ 7,150.01	\$ 8,075.15		6-Step Salary Schedule, starts with Step 0.
Willits - Police Officer III	#71A	\$ 4,485.44	\$ 5,192.46	\$ 6,010.92		Midpoint is step 4. MOU Article 9.1.B & Article 9.1.C. & Article 9.U. Based on this #71A is rate schedule to use. 21-22 Class-Comp Schedule Effective 7-1-21
AVERAGE		\$ 5,753.51	\$ 6,484.20	\$ 7,308.07		
Current Fort Bragg		\$ 5,966.13	\$ 6,578.00	\$ 7,252.27		
Percent Difference between Average and Fort Bragg		3.70%	1.45%	-0.76%		

Police Recruit						
Mendocino County - Deputy Sheriff Coroner-Intrain	#7167	\$ 3,990.13	\$ 4,399.20	\$ 4,849.87		5-Step Salary Schedule
Ukiah (Officer: in Academy for Basic POST)	3073	\$ 5,750.54	\$ 6,498.47	\$ 7,339.31		6-Step Salary Schedule, starts with Step 0.
Willits (Police Recruit)	NA	\$ 4,333.33				Verified by Willits. Not on a schedule.
AVERAGE		\$ 4,691.34				
Current Fort Bragg		\$ 4,385.33				
Percent Difference between Average and Fort Bragg		-6.52%				

Community Services Officer						
Mendocino County	Community Srv Officer	#7065	\$ 3,019.47	\$ 3,328.00	\$ 3,669.47	5-Step Salary Schedule
Ukiah	Community Services Officer	3056	\$ 4,017.10	\$ 4,428.86	\$ 4,882.82	5-Step Salary Schedule
Willits	Community Srs Officer/Corrections II	#60I	\$ 3,476.95	\$ 4,025.01	\$ 4,659.45	21-22 Class-Comp Schedule Effective 7-1-21 (Safety)
AVERAGE		\$ 3,504.51	\$ 3,927.29	\$ 4,403.91		
Current Fort Bragg		\$ 3,712.80	\$ 4,092.40	\$ 4,511.87		
Percent Difference between Average and Fort Bragg		5.94%	4.20%	2.45%		



City of Fort Bragg

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

Text File

File Number: 21-651

Agenda Date: 12/27/2021

Version: 1

Status: Consent Agenda

In Control: Special City Council

File Type: Resolution

Agenda Number: 2C.

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 38 resolutions reconfirming the existence of a local emergency. 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; and

WHEREAS, at a regular meeting on August 9, 2021, the City Council of the City of Fort Bragg adopted Resolution 4427-2021 by which it continued the local emergency; and

WHEREAS, at a special meeting on August 30, 2021, the City Council of the City of Fort Bragg adopted Resolution 4434-2021 by which it continued the local emergency; and

WHEREAS, at a special meeting on September 20, 2021, the City Council of the City of Fort Bragg adopted Resolution 4447-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 12, 2021, the City Council of the City of Fort Bragg adopted Resolution 4451-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 25, 2021, the City Council of the City of Fort Bragg adopted Resolution 4460-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4463-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4473-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on December 13, 2021, the City Council of the City of Fort Bragg adopted Resolution 4480-2021 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 special meeting of the City Council of the City of Fort Bragg held on the 27th day of December, 2021 by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
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: 21-652

Agenda Date: 12/27/2021

Version: 1

Status: Consent Agenda

In Control: Special City Council

File Type: Resolution

Agenda Number: 2D.

Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
MAKING THE LEGALLY REQUIRED FINDINGS TO CONTINUE TO
AUTHORIZE THE CONDUCT OF REMOTE “TELEPHONIC”
MEETINGS DURING THE STATE OF EMERGENCY**

WHEREAS, on March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency; and

WHEREAS, on September 17, 2021, Governor Newsom signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 added subsection (e) to Gov. Code Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings; and

WHEREAS, as of December 14, 2021, the COVID-19 pandemic has killed more than 75,637 Californians; and

WHEREAS, social distancing measures decrease the chance of spread of COVID-19; and

WHEREAS, this legislative body previously adopted a resolution to authorize this legislative body to conduct remote “telephonic” meetings; and

WHEREAS, Government Code 54953(e)(3) authorizes this legislative body to continue to conduct remote “telephonic” meetings provided that it has timely made the findings specified therein;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Fort Bragg as follows:

1. This legislative body declares that it has reconsidered the circumstances of the state of emergency declared by the Governor and at least one of the following is true: (a) the state of emergency continues to directly impact the ability of the members of this legislative body to meet safely in person; and/or (2) state or local officials continue to impose or recommend measures to promote social distancing.

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 27th day of December, 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
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: 21-654

Agenda Date: 12/27/2021

Version: 1

Status: Consent Agenda

In Control: Special City Council

File Type: Resolution

Agenda Number: 2E.

Adopt City Council Resolution Amending the Memorandum of Understanding (MOU) Between the City of Fort Bragg and the Fort Bragg Employee Organization and Service Employees International Union (SEIU) and Authorizing City Manager to Execute the Same

The Fort Bragg Employee Organization (FBPO) represented by the SEIU proposed the attached change to Article 13 of the current MOU between the City and the FBEO. The SEIU proposed change extends Standby and Callback pay to Public Works Maintenance staff. Currently, Article 13 provides for coverage for just the Water and Wastewater Treatment facilities. However, many times emergencies and incidents impacting the Water and Wastewater systems require response in the field beyond the treatment facilities. Without having Maintenance staff on standby it can be challenging to call out staff on weekends and after hours. It is not uncommon for dispatch or management to call everyone on the Public Works roster without response. Management supports extending Standby and Callback pay to Public Works Maintenance. The estimated annual cost of the proposed changes is \$26,600. The effective date is proposed to be January 1, 2022, which provides both staff and management time to evaluate how well the Standby and Callback provision is working and make changes during MOU negotiations for the current agreement which will expire on June 30, 2022.

RESOLUTION NO. -2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING AN AMENDMENT TO THE CURRENT MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF FORT BRAGG AND THE FORT
BRAGG EMPLOYEE ORGANIZATION AND SERVICE EMPLOYEES
INTERNATIONAL UNION AND AUTHORIZING CITY MANAGER TO EXECUTE
SAME**

WHEREAS, the Memorandum of Understanding is the collective bargaining agreement between the City of Fort Bragg and the Fort Bragg Employee Organization and Service Employees International Union, Local 1021 (SEIU); and

WHEREAS, the City of Fort Bragg (City) and the SEIU executed the Memorandum of Understanding between the City of Fort Bragg and the Fort Bragg Employee Organization (SEIU MOU) effective: July 1, 2007 through June 30, 2011; July 1, 2011 through June 30, 2014; July 13, 2014 through June 30, 2017; October 23, 2017 through June 30, 2019; and July 1, 2019 through June 30, 2022; and

WHEREAS, the SEIU MOU ARTICLE 13-ASSIGNED STANDBY AND CALLBACK TIME sets forth how standby and call back pay will be calculated for employees; and

WHEREAS, the SEIU MOU ARTICLE 13-ASSIGNED STANDBY AND CALLBACK TIME 1. *Assigned Standby at Water and Wastewater Treatment Facility* establishes standby pay for employees assigned to Water and Wastewater Treatment during off hours; and

WHEREAS, the City and SEIU desire to add an employee from Maintenance to be on standby during off hours to ensure timely response when it is necessary to call out staff to respond to incidents and emergencies; and

WHEREAS, the estimated annual impact to the City's General Fund Budget is \$26,600 annually; and

WHEREAS, FY 21-22 Budget Amendment 2022-17 includes an appropriation of \$13,300 for the increased salary costs associated with the expansion of Standby pay to Maintenance Workers for the remaining six months of Fiscal Year 2021-22; 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. It is in the best interest of the City to have Maintenance assigned to standby during off hours and to respond as needed incidents and emergencies.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the amendment to the SEIU MOU effective January 1, 2022, attached hereto as Exhibit A, 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 27th day of December, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

Bernie Norvell
Mayor

ATTEST:

June Lemos, CMC
City Clerk

EXHIBIT A

ARTICLE 13 – ASSIGNED STANDBY AND CALLBACK TIME

1. Assigned Standby ~~at Water and Wastewater Treatment Facility~~

a. The City shall assign ~~an employee to be on standby from Maintenance and~~ an employee to be on standby at Water and Wastewater Treatment during off hours and ~~the each~~ employee shall be compensated in accordance with this section. For purposes of this Section, "assigned standby" shall be defined as a period of time during which an employee designated by his/her supervisor or Department Manager shall be available to provide services when needed. "Available" means that, during the entire standby period, the employee can be contacted immediately by those in need of services, either by telephone or other means of communication, and that the employee is able to commence providing the services within thirty (30) minutes of the contact.

Employees shall be compensated at an assigned standby rate of two hours of pay at their regular hourly pay rate per day assigned as standby person.

b. If called out to perform any service during an assigned standby period, the employee shall receive a minimum credit of two-hours (or the actual time worked if over two hours) of overtime in addition to the stand-by rate.



City of Fort Bragg

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

Text File

File Number: 21-655

Agenda Date: 12/27/2021

Version: 1

Status: Consent Agenda

In Control: Special City Council

File Type: Resolution

Agenda Number: 2F.

Adopt City Council Resolution Approving Professional Services Agreement with City Management Advisors, LLC dba Peckham & McKenney to Provide Executive Recruitment Services for the Position of City Manager and Authorizing the Mayor to Execute Same (Amount Not to Exceed \$27,000; Account No. 110-4110-0319)

RESOLUTION NO. ____-2021

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING PROFESSIONAL SERVICES AGREEMENT WITH CITY MANAGEMENT ADVISORS, LLC, DBA PECKHAM & MCKENNEY TO PROVIDE EXECUTIVE RECRUITMENT SERVICES FOR THE POSITION OF CITY MANAGER AND AUTHORIZING THE MAYOR TO EXECUTE SAME (AMOUNT NOT TO EXCEED \$27,000; ACCOUNT NO. 110-4110-0319)

WHEREAS, on November 16, 2021, the City Manager provided notice of resignation to the Mayor and City Councilmembers; and

WHEREAS, on December 6, 2021, the City Council voted unanimously to accept the resignation of the City Manager; and

WHEREAS, Mayor Norvell received a proposal from Roseville-based executive search firm City Management Advisors, LLC dba Peckham & McKenney, who previously conducted a successful search for Fort Bragg City Manager; and

WHEREAS, the cost of \$27,000 for full recruitment services has not changed since the last recruitment in 2017; and

WHEREAS, approval of the contract with Peckham & McKenney is recommended so the search for a replacement City Manager can promptly go forward; and

WHEREAS, funds for these services are provided through Budget Amendment 2022-17;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a Professional Services Agreement with City Management Advisors, LLC dba Peckham & McKenney to provide executive recruitment services for the position of City Manager and authorizes the Mayor to execute same (Amount Not to Exceed \$27,000; Account No. 110-4130-0317).

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 27th day of December, 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
CITY MANAGEMENT ADVISORS, LLC
dba PECKHAM & MCKENNEY**

THIS AGREEMENT is made and entered into this 27th day of December, 2021 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and CITY MANAGEMENT ADVISORS, LLC, a California Limited Liability Company located at 300 Harding Boulevard, Suite 203D, Roseville, California 95437, dba PECKHAM & MCKENNEY (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide executive search services for Fort Bragg City Manager recruitment, 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 December 27, 2021 by Resolution No. _____ 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, Consultant shall conduct another recruitment under the terms set forth in Consultant's proposal.

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**, for a total amount not to exceed **Twenty-seven Thousand Dollars (\$27,000.00)**.

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. 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 **August 1, 2022**. 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, 2022** 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) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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 Managers designated to work directly with Consultant in the performance of this Agreement will be **Mayor Bernie Norvell** and **Sarah McCormick, Assistant to the City Manager**. 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 **Anton "Tony" Dahlerbruch, Managing Member**, 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:
Anton "Tony" Dahlerbruch
Peckham & McKenney
300 Harding Blvd., Suite 203D
Roseville, CA 95678
Tel: 310-567-1554
Toll-free: 866-912-1919

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 Consultant's Proposal 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: Consultant's Proposal, This Agreement, the City's Request for Proposals

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.

CITY

By: _____
Bernie Norvell
Its: Mayor

CONSULTANT

By: _____
Anton Dahlerbruch
Its: Managing Member

ATTEST:

By: _____
June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

Exhibit A



November 18, 2021

Mayor Bernie Norvell
416 North Franklin Street
Fort Bragg, CA 95437

Sent Via PDF/Email To: BNorvell2@FortBragg.com

Dear Mayor Norvell,

Thank you for the opportunity for Peckham & McKenney to again work with the City of Fort Bragg in its search for a new City Manager. It would be an honor to represent you and conduct the recruitment process.

As a boutique firm that specializes in recruitments for small and medium size communities that is focused on serving our clients for achieving successful and long-term placements, Peckham & McKenney knows the significance of conducting an effective search, the importance of finding a good fit for the position, what is involved for completing a successful process, and how to achieve a positive outcome. We are known for actively searching for candidates and regularly updating our clients. We have also conducted searches for several coastal communities.

On behalf of Peckham & McKenney, I will serve as your Recruiter. As a former City Manager and having held a variety of leadership positions in local government professional associations, I am exceptionally prepared and well-positioned to conduct this recruitment. In turn, I also recognize the importance the City of Fort Bragg places maintaining an excellent quality of life and excellent public services in support of residents, businesses and visitors and for sustaining the City's reputation as a special place to live, work and visit.

The attached proposal includes detailed information regarding Peckham & McKenney, the search process and timeline, our guarantee, client references, and the background of our team. Recognizing we are entering the holiday season and our current full workload, we would be able to start this recruitment process and begin working with you at the end of January.

Peckham & McKenney, 300 Harding Boulevard, Suite 203D, Roseville, CA 95678

I would be pleased to talk about our firm and the recruitment process as well as answer any questions. I can be reached at 310.567.1554 and/or we talk via Zoom. We/I would be honored to work with you and are hopeful for the opportunity.

Sincerely,



Anton “Tony” Dahlerbruch
Executive Recruiter
Peckham & McKenney
<http://www.peckhamandmckenney.com>
Tony@PeckhamandMckenney.com
310.567.1554 (direct)
866.912.1919 (toll-free)

Enclosure:

City of Fort Bragg City Manager Recruitment Proposal

Attachments:

Example Candidate Profile for City Manager with the City of Camarillo



**City of Fort Bragg
Recruitment Proposal
for
City Manager**

November 18, 2021

TABLE OF CONTENTS

<u>THE FIRM</u>	<u>1</u>
Peckham & McKenney Our Reputation <i>“All about fit”</i>	
<u>EXPERIENCE</u>	<u>2</u>
City Manager(and related) Recruitments	
<u>YOUR RECRUITMENT TEAM</u>	<u>3</u>
Our Approach Your Team	
<u>THE SEARCH PROCESS</u>	<u>5</u>
<u>THE SEARCH SCHEDULE</u>	<u>9</u>
<u>COST OF SERVICES</u>	<u>10</u>
Cost of Services Additional Service Costs Process of Payment Agreement Insurance	
<u>GUARANTEE AND ETHICS</u>	<u>12</u>
Placement Guarantee Reopening the Recruitment Ethics	
<u>CLIENT REFERENCES</u>	<u>13</u>
<u>DIVERSITY STATEMENT</u>	<u>14</u>

THE FIRM

Peckham & McKenney - Peckham & McKenney provides executive search services to local government agencies throughout the western United States and is headquartered in Roseville, California. Under the leadership of Anton “Tony” Dahlerbruch, continuing the values and principles of the firm’s founders Bobbi Peckham and Phil McKenney, Peckham and McKenney has a strong and well-recognized reputation as a leader of successful local government recruitments. The team of Peckham & McKenney executive recruiters bring numerous decades of experience in local government and executive search to achieving effective placements that align each client’s unique needs and interests. We are supported by administrative and research specialists, marketing and design professionals, a web technician, and distribution staff.

Since 2004, Peckham & McKenney has conducted more than 650 executive level recruitments in the states of Arizona, California, Colorado, Idaho, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming. On behalf of elected Councils, City Managers and Department Heads throughout the West, we have successfully placed hundreds of local government professionals including City and County Managers and their Assistants, Police and Fire Chiefs, Department Heads, and mid-level Managers. In addition, Peckham & McKenney has placed hundreds of executives and organizational leaders in the areas of public safety (police and fire), community development and planning, economic development, public works and engineering, finance, human resources, city clerk, information technology, library services, parks and recreation, and community services.

Peckham & McKenney was established on the premise that an executive search and consulting firm must be dedicated to providing its clients and candidates with professional service, as well as a personal, hands-on approach. Our business philosophy centers upon the understanding that this is a “people” related industry and that attention to others’ needs are the key to providing effective customer service.

Our Reputation -Peckham & McKenney is one of the most trusted and respected executive recruitment firms in the country. Time and again, we receive unsolicited compliments from clients and candidates relating to our integrity, high ethics, and customer service. Not only are we committed to providing our clients with well-qualified candidates, but we also take pride in treating both our clients and candidates with utmost respect. This commitment has led to multi-year retainer agreements with a number of agencies, as well as numerous client and candidate testimonials to their experiences with us, which you can find on our website at www.peckhamandmckenney.com.

“All about fit” -We recognize that every agency and community we serve is unique, and the candidate you ultimately select must “fit.” We take the time to become familiar with your community, organizational culture, and issues and challenges in order to identify and recruit the best candidates for your consideration. Nearly 89% of our placements stay in those positions for over five years, which is a testament to their “fit.”

EXPERIENCE

Peckham & McKenney Recruiters have placed nearly 300 City Managers. We have conducted City Manager recruitments for communities like Fort Bragg and in particular, several full-service, small and medium, coastal cities with similar demographics. Since 2017 Peckham & McKenney has conducted the following City Manager recruitments.

City of American Canyon, CA (2018)	City of Mill Creek, WA (2019)
City of Aspen, CO (2019)	Town of Moraga, CA (2018)
City of Auburn, CA (2020)	City of Oceanside, CA (2019)
City of Azusa, CA (2018)	City of Orinda, CA (2017)
City of Barstow, CA (2019)	City of Pacifica, CA (2017)
City of Basalt, CO (2017)	City of Port Townsend, WA (2019)
City of Belmont, CA (2019)	Town of Portola Valley, CA (2017)
City of Big Bear Lake, CA (2019)	City of Rancho Palos Verdes, CA (2020)
City of Brentwood, CA (2014 and 2020)	City of Rio Rancho, NM (2019)
City of Camarillo, CA (2020)	The Sea Ranch Association, CA (2020)
City of Canby, OR (2019)	City of Sierra Madre, CA (2017)
City of Centennial, CO (2017)	City of Sonoma, CA (2017)
City of Duarte, CA (2020)	City of South Pasadena, CA (2017)
City of Escondido, CA (2017)	City of Sunnyvale, CA (2018)
City of Flagstaff, AZ (2019)	City of Telluride, CO (2018)
City of Fort Bragg, CA (2018)	City of Truckee, CA (2017)
City of Galt, CA (2020)	City of Turlock, CA (2018)
City of Glendora, CA (2018)	City of Ventura, CA (2018)
City of Gustine, CA (2017)	City of Walnut Creek, CA (2017)
City of Hood River, OR (2018)	Town of Windsor, CO (2018)
City of McCall, ID (2017)	Town of Winter Park, CO (20
City of Menlo Park, CA (2019)	

Please view our website [here](#) to see a comprehensive list of all our searches by title and agency.

YOUR RECRUITMENT TEAM

Our Approach

When you retain Peckham & McKenney, you are guaranteed that your Recruiter is fully responsible for the success of the recruitment process. Supported by experienced administrative, research, and marketing specialists, each of our Recruiters limit the number of active searches to which they is committed. Mr. Dahlerbruch brings to recruitments extensive city management and local government experience as well as a strong and active network with City Managers and associations representing people of color throughout California.

Anton (Tony) Dahlerbruch, Executive Recruiter

Prior to joining Peckham & McKenney in 2019, Tony Dahlerbruch worked in local government for over 30 years. As a problem solver, Mr. Dahlerbruch worked in most every city department in Beverly Hills, California (ultimately as Deputy City Manager); Scottsdale and Phoenix, Arizona; and Rockville, Maryland, before subsequently serving a combined 12 years as City Manager in Rolling Hills and Palos Verdes Estates, California. With direct and personal experience in the diverse aspects of city services, Tony has knowledge in the many disciplines of city management including finance/budget, human resources, planning, public works, and public safety. During his city management career, he was recognized for his integrity, hard work, responsiveness, focus on service, and ethics.

Mr. Dahlerbruch has additionally served in numerous leadership positions in state and national/international professional organizations. Noting his commitment to professional local government management, Tony has represented the City Managers Department of the League of California Cities as a two term Director on the League's Executive Board, President of City Managers Department of the League of California Cities, numerous League Policy Committees, and a variety of other positions over the years. He has also served as a Regional Vice President on the Executive Board of the International City/County Management Association (ICMA) and other various ICMA committees. Other professional activities have included leadership positions in the Municipal Management Assistants Association of Southern California (MMASC) and the Arizona Municipal Management Association (AMMA).

Mr. Dahlerbruch holds a Bachelor of Arts in Political Science from the University of California at Santa Barbara and a Master of Public Administration from The American University in Washington, D.C.

Joyce Johnson, Operations Manager

Joyce Johnson joined Peckham & McKenney in 2005 and serves as the firm's Operations Manager. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two national management consulting and executive recruitment firms. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. Ms. Johnson holds an Associate of Arts degree from American River College.

Kevin Johnson, Research Assistant

Kevin Johnson has been a member of the Peckham & McKenney team since 2009 and currently serves as a Research Assistant. He supports the firm's Recruiters through his research of local government agencies and networks, potential candidates, and current candidates prior to recommendation to our clients. Mr. Johnson mastered his researching abilities while obtaining a Bachelor of Arts in Economics from Willamette University.

Linda Pucilowski, Graphic Designer

With nearly 30 years of experience, Linda Pucilowski provides her expert design and marketing skills to Peckham & McKenney. She is the firm's "go-to" professional for all advertising and brochure design and creation. Ms. Pucilowski holds a Bachelor's degree from California State University, Sacramento.

Rachel Moran, Website & Social Media Assistant

Rachel Moran has been in the graphic design field since 2007 and prides herself on creating eye-catching visual art. She supports the Peckham & McKenney team by handling all website visual and technical design as well as social media. Ms. Moran graduated from the Art Institute of Houston obtaining her Bachelor's Degree in Fine Arts with a concentration in Graphic Design.

THE SEARCH PROCESS

While it is our intent to customize the search process and project schedule to fit the specific interests and needs of the City of Fort Bragg, the search process typically includes the following steps:

Project Organization – Prior to beginning the recruitment, necessary documentation (contract, insurance, business license, retainer invoice, etc.) will be processed. We ask that the City identify a single point of contact that will serve as our liaison throughout the recruitment, providing necessary information to us, responding to our questions, and receiving and distributing all correspondence. A single point of contact will ensure timely and clear communication throughout the process.

We will request a conversation with the Mayor and City Council to discuss the process, listen to specific desires and expectations, and respond to any questions or concerns. We will discuss the parameters of the search, receiving input about the ideal candidate, outreach efforts, the search timeline, compensation, and confirm future meeting dates. This conversation is scheduled with the Mayor and City Council member concurrent with Development of the Candidate Profile (see below). During this phase of the process, we will also discuss and determine the extent of involvement of individuals in the search process.

At this time, the City could also initiate a resident/business survey on its website for hearing the community's interests in the characteristics and qualities of the new City Manager for incorporation into the Candidate Profile.

In this phase of the process, we will also discuss with the Mayor and City Council the finalist interview process and the various components to be considered. Mr. Dahlerbruch will provide recommendations on best practices. Please note that decisions on the extent of involvement of others as well as additional components to the finalist interview process will impact the search, search timeline, and ultimately the cost of the recruitment process.

Development of the Candidate Profile (virtual - meeting #1) – This step provides for the development of the Candidate Profile that will serve as a guide in the identification of potential candidates, outreach and recruitment efforts, screening and selection of your next City Manager. The Candidate Profile includes information relating to the City of Fort Bragg; current and future issues and opportunities; expectations, goals, and objectives leading to the success of the new City Manager; and the background and experience, leadership style, skills and abilities, and personality traits of the ideal candidate.

Mr. Dahlerbruch will develop this profile following conversations with the Mayor and each City Council member, as well as individual or group discussions with the City's leadership team and other individuals identified in the initial conference call (see Project Organization above). We will recommend a group meeting with the executive staff team for preparation of the Candidate Profile. This can also include outreach to select labor representatives, appointed commission or committee members, business leaders, and community stakeholders designated by the Mayor and City Council. With COVID-19, we have found conducting outreach via Zoom is effective and an efficient.

Our proposal includes up to the equivalent of 2 days of virtual meetings to develop the Candidate Profile. We will request information relating to compensation and benefits, organization charts, and budget data. In addition, we will request high-resolution photos to be used in an attractive brochure to market the opportunity.

A draft of the Candidate Profile will be provided to our point of contact for review. We ask that all revisions and corrections be provided to us in a timely manner in order to maintain the agreed-upon search timeline. Our marketing and design professional will then prepare an attractive marketing brochure incorporating the Candidate Profile. This brochure will be distributed to up to 500 identified industry professionals. Copies of the brochure will also be made available to the City.

Advertisements will be placed in the appropriate industry publications and websites, and our firm will assume responsibility for presenting your opportunity in an accurate and professional manner. Social media, including LinkedIn and other platforms, will be used as appropriate. Full information on the position will be posted on the Peckham & McKenney website and provided to the City for posting on its website as well.

Recruitment –The main focus of our outreach will be direct phone contact with quality potential candidates. With over 60 combined years of executive search experience, we are personally familiar with potential applicants, have developed an extensive candidate database that is continuously updated, and well connected to seasoned professionals for finding well-qualified referrals. We take pride in the placement of women and applicants of diverse backgrounds, and are known for long, successful tenures of candidates selected by the agency. Our recruiting efforts will focus on direct and aggressive recruiting of individuals aligned with the experience, background and knowledge determined during the Candidate Profile Development. Outreach will be also consistent with the conversations and plans / goals for finding the ideal candidate as discussed during the Candidate Profile Development. We believe direct recruiting produces the most qualified candidates.

Throughout this active search process, we will regularly update the City of Fort Bragg the recruitment status and share questions, concerns, and comments received from potential candidates as they consider the opportunity. By doing so, we will “team” with the Mayor and City Council to ensure that all issues and concerns of candidates are discussed and understood thereby eliminating “surprises” once the resume filing deadline has occurred.

As resumes are received, they will be promptly acknowledged within 48 hours, and we will personally respond to all inquiries. Once the resume filing deadline has passed, we will update the City on the status of the recruitment, the number of resumes received, and our intent for preliminary interviews.

Preliminary Interviews – Upon our review of the resumes received, supplemental questionnaires may be sent to candidates who appear to align with the Candidate Profile. The supplemental questionnaire is intended, in part, to ascertain the applicant’s familiarity with the City and writing ability; applicants will be asked to address a few questions pertaining to the position that are based on information learned during Candidate Profile Development.

Mr. Dahlerbruch will conduct preliminary interviews with the individuals that most closely align with the Candidate Profile. Internet research will be conducted so that we may probe the candidate regarding any areas of concern.

Candidates will be advised of the search schedule and updated regularly as to their status.

Recommendation of Candidates/Selection of Finalists (virtual - meeting #2) – A bound report will be provided to the Mayor and City Council prior to our meeting to discuss our recommendation of leading candidates for further consideration. This report will include a full listing of all candidates who applied for the position, as well as the cover letters, resumes, and supplemental questionnaires of approximately 4 to 8 recommended candidates. We may include a first and second tier of candidates within our recommendation.

Mr. Dahlerbruch will meet with the Mayor and City Council in a 1 to 2 hour meeting and will provide an overview of each recommended candidate for the Mayor and City Council to determine who to interview. Once a group of finalists has been selected by the Mayor and City Council, we will revisit early decisions during Project Organization relating to the finalist interview process.

Peckham & McKenney will notify all candidates of their status. Those candidates selected as finalists will be notified and provided with all necessary information to attend finalist interviews with the City. We will prepare an interview schedule and confirm with our point of contact all necessary details.

If necessary, finalists will make their own travel plans and reservations. It is customary that the City reimburse finalists for round-trip airfare, car rental, and lodging necessary to attend the interviews with the City. We will confirm this with the Mayor and City Council at our meeting to recommend candidates.

Finalist Interview Process (on-site - meeting #3)

Finalist Interview Process – Mr. Dahlerbruch will provide facilitation during the finalist interview process. *These initial interviews could be conducted on-site or alternatively, they could be conducted virtually. (For an initial screening interview, virtual interviews can be easier and more attractive for candidates.)* An orientation session will be held at the beginning of the process, and we will facilitate a review and discussion of the finalists at the end of the day. Interview materials, including suggested interview questions, evaluation and ranking sheets will be provided. Again, a standard finalist interview process of the leading 4 to 8 candidates is typically conducted within 1 day. Should the process desired by the Mayor and City Council require more than 1 day, an additional fee will be charged.

(Second Round – as necessary; held on consecutive day as First Round) – Mr. Dahlerbruch will provide *on-site* facilitation during this second round of interviews with the leading 2 to 3 finalists. Typically, these interviews are more in-depth, informal conversations that will ultimately lead to the selection of a finalist candidate. With ultimately selecting a finalist candidate, the Mayor and City Council will discuss the contract and compensation for making a conditional offer of employment. Should the second round of interviews require more than 1 day, an additional fee will be charged.

Qualification – Once the finalist candidate has been selected and a conditional offer has been made by

the City of Fort Bragg, a thorough background check will be conducted that is compliant with the Fair Credit Reporting Act and Investigative Consumer Reporting Agencies Act. Peckham & McKenney utilizes the services of Sterling Talent Solutions (www.sterlingtalentsolutions.ca), the world's largest company focused entirely on conducting background checks. This investigation will verify professional work experience; degree verification; certifications; and criminal, civil, credit, and motor vehicle records. We encourage our clients to consider further vetting the candidate through a Department of Justice LiveScan in order to ensure that all known criminal history records (beyond seven years) are investigated.

Mr. Dahlerbruch will also personally contact professional references, and a full report will be provided. This comprehensive process ensures that only the most thoroughly screened candidate is hired. In addition, negotiation assistance will be provided as requested by the City of Fort Bragg.

Peckham & McKenney's qualification process of internet-based research, background checking through Sterling Talent Solutions, and reference checking has proven successful for our clients through the years. In addition to relying on our services, clients are encouraged to utilize the background checking protocols they normally would use in hiring a position of this type. Enhanced reference checking and background investigation, if any, beyond the scope of this proposal is the client's responsibility.

SEARCH SCHEDULE

This sample schedule anticipates a 14-week process. It can be tailored to achieve the interests of the City of Fort Bragg relative to receiving input in preparation of the Candidate Profile and the interview process.

<u>ACTIVITY</u>	<u>TIME FRAME</u>
I. Project Organization <ul style="list-style-type: none">• Conference call/meeting to discuss the recruitment process• Formalize project schedule	Pre-Recruitment
II. Development of Candidate Profile <ul style="list-style-type: none">• <u>Virtual meeting #1</u> with the City to discuss Candidate Profile• Develop Candidate Profile/Marketing Brochure and obtain approval• Develop advertising and recruiting plan	Two Weeks
III. Recruitment <ul style="list-style-type: none">• Advertise, network, and electronically post in appropriate venues• Distribute candidate profile to industry professionals• Post opportunity on Peckham & McKenney website• Focused outreach to individuals aligned with the Candidate Profile• Respond to all inquiries and acknowledge all resumes received within 48 hours	Six Weeks
IV. Preliminary Interviews <ul style="list-style-type: none">• Screen resumes and conduct Internet research• Identify leading candidates and request supplemental questionnaires• Review supplemental questionnaires• Conduct preliminary interviews with leading candidates	Two Weeks
V. Recommendation of Candidates/Selection of Finalists <ul style="list-style-type: none">• Provide written recommendation of candidates to the Mayor and City Council• <u>Virtual meeting #2</u> to provide overview of recommended candidates• Mayor and City Council selects finalist candidates for finalist interview process• Peckham & McKenney notifies all candidates of status in recruitment process	One Week
VI. Finalist Interview Process <ul style="list-style-type: none">• <u>On-site meeting #3</u> to facilitate finalist interviews with the Mayor and City Council• Assist City throughout process and provide recommendations• Mayor and City Council selects candidate or leading 2-3 candidates for further consideration• Mayor and City Council conducts second interview process on consecutive day.	Two Weeks
VII. Qualification <ul style="list-style-type: none">• Conduct thorough background and reference checks on leading candidate• Provide negotiation assistance• Exceed expectations and successfully place candidate who “fits.”	One Week

In today’s competitive recruiting environment, our goal is to make the process as efficient and effective as possible; as such, we ask that our clients work with us to identify future meeting dates that will be published within the Candidate Profile. This will ensure that the momentum of the search process is consistent and that all parties are available thereby leading to a successful result.

COST OF SERVICES

Cost of Services

Peckham & McKenney is unique among recruiting firms for several reasons including having a fixed all-inclusive fee. Over years of experience, we have found that an all-inclusive fee is simpler, cost-effective, and efficient. We also have not changed our fee since our last recruitment for the City of Fort Bragg. As such, the fee to conduct the search process for your next City Manager is again \$27,000. Our all-inclusive fee includes professional fees and expenses (out-of-pocket costs associated with advertising, consultant travel, administrative support / printing / copying / postage / materials, telephone / technology, partial background checks on recommended candidates, and full background check on selected finalist only).

The fee quoted above is for a full recruitment process as described in The Search Process, including 3 to 5 days of meetings. The first meeting (1 to 2 days) is to develop the Candidate Profile; the second meeting (1 day) is to provide a recommendation of candidates; and the third meeting (1 to 2 days) is to facilitate finalist interviews.

Additional Service Costs

The following “menu” details fees for additional requested services. Some fees may be negotiated.

Facilitation of Community Forum	\$1,500
Community Survey & Analysis of Results	\$1,500
Additional meeting day (up to four days as detailed herein are included)	\$1,000/mtg + travel exp
Each additional full background check	\$300/each
Additional placement within organization*	\$5,000 (if selected within one year)

*If the City of Fort Bragg hires an additional candidate from among those recommended for another position within one year of the close of the recruitment, a fee of \$5,000 will be charged to the City.

Process of Payment

One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront and necessary expenses incurred by Peckham & McKenney on the City’s behalf for consultant travel and advertising. If the retainer is not received by Peckham & McKenney within 30 days of execution of the agreement, we will suspend the recruitment process until payment is received. The second one-third of the full payment will be invoiced 1 month from contract execution, and it is due within 30 days following the invoice date. The final one-third of the full payment will be invoiced 2 months from contract execution, and it is due within 30 days following the invoice date.

If the City of Fort Bragg requires a different payment schedule, this must be agreed upon within the contract. Peckham & McKenney expects payment of all invoices in a timely manner.

Agreement

Peckham & McKenney is the operating name of City Management Advisors LLC, Anton Dahlerbruch, Managing Member.

Insurance

City Management Advisors doing business as Peckham & McKenney carries Professional Liability Insurance (\$1,000,000 limit), Commercial General Liability Insurance (\$2,000,000 General Liability, and \$4,000,000 Products) and Automobile Liability Insurance (\$1,000,000). Our Insurance Broker is B&B Premier Insurance Solutions, Agoura Hills, CA.

Necessary insurance documentation will be provided to the City of Fort Bragg in a timely manner.

GUARANTEE AND ETHICS

Placement Guarantee Our placement record is particularly strong in that 89% of the candidates we have placed remain in those positions for over five years. In the unlikely event, however, that a candidate recommended by our firm (external candidates only) leaves your employment ***for any reason within the first year from the date of appointment*** (except in the event of budgetary cutbacks, promotion, position elimination, or illness/death), we agree to provide a one-time replacement at no additional charge, except expenses.

Reopening the Recruitment Throughout the recruitment process, all of our efforts are made to ensure a successful placement of a candidate who fits the Candidate Profile. It is extremely rare that our recruitment process fails to produce a preferred candidate in the first instance. If the search process, however, does not produce a successful placement, and there is an understanding that the City of Fort Bragg and Peckham & McKenney each take responsibility for whatever errors may have been made, we will conduct a second recruitment process for the cost of expenses only (approximately \$7,500).

As Albert Einstein said, the definition of insanity is “doing the same thing over and over again and expecting different results.” Prior to reopening the recruitment again, we will thoroughly review with the City what adjustments in approach, compensation, or other variables may be necessary to ensure a successful outcome.

Ethics Time and again, we receive unsolicited comments from clients and candidates relating to our integrity and high ethics.

- First, we believe in honesty. No client should ever appoint an individual without being fully knowledgeable of the candidate’s complete background and history. Conversely, no candidate should ever enter into a new career opportunity without full disclosure of any organizational “issues.”
- We strive to keep everyone involved in a recruitment process informed of the status. Not only do we provide regular updates to our clients, but we also have a reputation for keeping our candidates posted.
- As recruitment professionals, we do not recruit our placements -- *ever*. Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. However, if they become a finalist, we ask that they speak to their supervisor to alert them of their intent.
- During an active engagement, we do not recruit staff from our client agencies for another recruitment. Nor do we “parallel process” a candidate, thereby pitting one client against another for the same candidate.
- We are retained only by client agencies and not by our candidates. While we have a reputation for being actively involved in the profession and providing training, workshops, and general advice to candidates, we represent only our clients. In addition, we *always* represent and speak of our clients in a positive manner; during the recruitment engagement as well as years after.

CLIENT REFERENCES

Please feel free to contact any of the following current and recent clients. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients listed in this proposal.

City of Camarillo, CA – City Manager

Mayor Tony Trembley and / or Members of the City Council
(805) 701-9768; atrembley1956@gmail.com

City of Moorpark, CA – Assistant City Manager

Troy Brown, City Manager
(805) 517-6212; tbrown@moorparkca.gov

City of San Dimas, CA – City Manager

Mayor Emmett Badar, Members of the City Council and / or City Attorney Jeffrey Malawy
(909) 394-6200; ebadar@sandimasca.gov or (310) 801-9529; jmalawy@awattorneys.com

City of Santa Barbara, CA – Economic Development Manager, Finance Director,

Community Development Director, Information Technology Director

Paul Casey, City Administrator, or Wendy Levy, Human Resources Manager
(805) 564-5301; pcasey@santabarbaraca.gov or (805) 564-5313; wlevy@santabarbara.gov

City of South Gate, CA – Community Development Director, Administrative Services Director, City Manager

Chris Jeffers, Interim City Manager
(323) 563-9503; cjeffers@sogate.org

DIVERSITY STATEMENT

Peckham & McKenney is committed to diversity in its broadest possible definition in every aspect of each executive recruitment our firm provides. We take pride in the placement of women and applicants of diversity, and are known for long, successful tenures of candidates selected by the agency. In the last 5 years, 53% of Peckham & McKenney placements are women and people of color.

Peckham & McKenney does not discriminate on the basis of race, color, religion, creed, sex/gender, national origin/ancestry, disability, pregnancy, sexual orientation (including transgender status), marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all of our recruitments.

For over 30 years, founder Bobbi Peckham has been a champion of women seeking executive leadership positions within local government. Through leadership positions in organizations, as a speaker at conferences, and in professional roles in city management, other members of our recruitment team additionally have a history of promoting diversity in local government positions. With our diverse team of Recruiters, Peckham & McKenney goes to great lengths to support, promote and advocate for diversity in the recruitment and hiring processes.

In addition to all other outreach methods, our firm utilizes the Local Government Hispanic Network (LGHN), National Forum of Black Public Administrators (NFBPA), and Women Leading Government (WLG) to advertise searches, as well as the National Diversity Network, which ensures placement of your opportunity with the following online venues:

- African American Job Network
- Asian Job Network
- Disability Job Network
- Latino Job Network
- LGBT Job Network
- Retirement Job Network
- Veteran Job Network
- Women's Job Network

Peckham & McKenney
“All about fit”



City Manager

CITY OF CAMARILLO, CALIFORNIA

THE COMMUNITY

The City of Camarillo (approximately 69,850) is one of California's safest and most desirable communities to live and work. Located in the heart of Ventura County at the base of the Conejo foothills surrounded by scenic mountains as well as highly productive agricultural land, residents and visitors enjoy cool ocean breezes from the Pacific Ocean just 9-miles away, more than 300 days of sunshine a year and average temperatures in the low 70s. Camarillo is a preferred location for high-tech, retail and specialty businesses with a highly educated workforce, modern industrial buildings, and strong relationships with local business leaders and other government agencies. The City is home to California State University – Channel Islands and Camarillo Premium Outlets, and with numerous recreational and cultural venues, connectivity to transportation, and year-round special events, Camarillo is a burgeoning hub of Ventura County.

Incorporated in 1964 to control and manage the rapid expansion of development, the City of Camarillo possesses all the benefits of a suburban-rural community with a small-town quality. The City places emphasis on its residential character, open space, community aesthetics, quality and cost-effective service delivery, customer service and responsiveness, recreational facilities, infrastructure, community engagement, and conservative fiscal management.

With a retail market population of nearly a half-million shoppers, the City's General Plan prioritizes a variety of community values from sustainable design and affordable housing to almost 4 acres/1,000 population of parks (operated by the Pleasant Valley Recreation and Park District), City-owned library, and bikeway master plan. A few of the City's major features include the Camarillo Ranch House, Studio Channel Islands Art Center, 55-acre sports park, and community events such as the Concerts in the Park, Fiesta and Street Fair, Holiday Tree Lighting and Winter Walk.

The downtown district known as "Old Town" features a mixture of stores, restaurants, and locally-owned businesses that help the City maintain its charm. Many recreational facilities, shopping, quality housing, and a safe, small-town atmosphere all combine to make Camarillo a great place to "live, work, and play."

For more information about the City of Camarillo, please visit <https://www.cityofcamarillo.org>.

THE ORGANIZATION

One of the many strengths and attributes of the City of Camarillo is its well-established reputation for actions and decisions in a thoughtful, deliberative and transparent manner. The City is recognized for its organizational stability, fiscal responsibility and service delivery. As a "contract" City, public safety is provided by the Ventura County Fire Protection District and through a contract with the

Ventura County Sheriff Department, and contract services provide for Planning and Building services, Library management, refuse and recycling collection, street sweeping, landscaping, asphalt paving, public transit services, and traffic signal maintenance. Funding for the contract services are provided by Special Districts that are funded through property owner benefit assessment and the General Fund. Contracts are routinely reviewed by the City for performance, cost, and efficiency; and they are integral to the City for serving the community with a relatively small workforce and a minimum of facilities and equipment.

The City is administered under the Council-Manager form of government. The 5-member City Council is highly professional, experienced, and dedicated to serving Camarillo. This, in turn, contributes to stability in the organization, thoughtful and deliberative decisions, and a focus on services in the interest of the community. Council members will begin serving by district for 4-year terms effective 11/2020, and be subject to a 3-term limit. The City Council selects one of its members to serve as Mayor.

The City adopts a two-year budget. Within the 2018-2020 biannual budget, the 2019/20 total budget is \$179.7 million with a focus on Capital Improvement Projects; the general fund budget is \$43 million. The City maintains a workforce of approximately 145 full-time employees organized within six departments. The responsibility for the operation of each department is assigned to a department head appointed by the City Manager with the exception of the City Attorney, who is appointed by the City Council. The City Council, City Manager, and departmental staff have excellent working relationships, respecting and honoring one another's roles and responsibilities. With a successful succession plan and quality work place, employee turnover is extremely low with most employees having worked in the organization for many years and a long history of City Managers ultimately retiring from the City.

THE POSITION

The City of Camarillo is a general law city. Under the City's Mission Statement "Dedicated to providing effective municipal services that promote a high quality of life, economic vitality, and a safe environment,"



Peckham & McKenney

"All about fit"

the City Manager reports to and receives direction from the City Council who relies on the City Manager to administer its policies, goals and objectives and budget for operation of the City government.

Annually, the City Council adopts goals and objectives. With a focus on the ten goals of: Fiscal Management, Community Enrichment, California State University Channel Islands, Land Use and Transportation, Environment/Resource Management, Community Redevelopment, Economic Development,



community programs during economically challenging times. A variety of City Council's adopted policies assist in guiding strategic decisions and support critical determinations for sustaining the City's current and future vitality.

The City Council recognizes that the City requires an effective, organized, responsive, customer service oriented, honest, ethical, and hardworking leader who is skilled, experienced and knowledgeable as a City Manager; embraces organizational development and supports staff; has a background in economic development for managing the evolution of the City's business environment and matters of affordable housing; prioritizes conservative fiscal management; and has had demonstrated success in addressing state and regional factors that affect the sustainability of city services. The City places a high priority on a skilled practitioner with a strong record of working collaboratively with the City Council, residential and business communities, city staff and regional agencies providing public service. In addition, the successful candidate should have experience working in a contract city; implementing best practices; applying technology and government transparency to operational practices and procedures; conducting organizational/management analysis for assessing, maintaining and improving service delivery; transitioning to elections by district; and addressing the housing/jobs/workforce balance for sustaining the City's vitality.

Along with the City Council and Department Heads, the community was asked to identify the desirable attributes for the Camarillo City Manager recruitment. Responses included the qualities of being community oriented, open minded, knowledgeable in all aspects of municipal government, a good communicator, active listener, decisive, and innovative.

Camarillo is a small community with an engaged citizenry that desires their next

City Manager to be visible in and become a part of the community, accessible and responsive, a proponent of good government, and a team player. The new City Manager will possess an honest and ethical approach to working with the City Council, staff, and community and will provide counsel and recommendations based upon proven experience, analysis, and best practices. The City Manager will be expected to conduct organizational efficiency and data-driven analysis to enhance productivity and services; maintain and embody an existing organizational culture that embraces teamwork, respect, and equality; sustain and build strong intergovernmental relations; and be open and honest with the City Council. The City Manager will be an advocate for and empower staff, promote accountability and performance measures throughout the organization, and not micro-manage. The selected candidate will be personable, approachable and responsive.

Proven experience in municipal finance/ budgeting, economic development, and land use as well as excellent communication, interpersonal, management, team work, and analysis skills are required, as is a Bachelor's degree from an accredited four-year college or university with major course work in



Community Relations, Governmental Relations, and Employee Relations, the 2020/21 work plan focuses on reducing the City's long-term pension liability, reuse of the previous Library site, enhancing community safety, working to address Senior Center and community recreation facility needs, assessing growth projections and possible City impact(s) of Cal State Channel Islands, local traffic and 101 Freeway improvements, developing alternate methods to move forward with housing and non-housing projects, aggressively implementing the Economic Development Strategic Plan, fully implementing and promoting Open City Hall and Open Gov for community engagement, and increasing City communications.

Through the City's biannual budget and regular financial progress reports, the City Manager is responsible for maintaining the City's conservative financial practices, safeguarding the City's ability to maintain service levels, and ensuring core

public or business administration, public policy, finance, or a field related to the work. Over 5 to 10 years of management or administrative experience in a municipality commensurate with serving as a City Manager or Assistant City Manager is desired.

Possession of an appropriate Master's degree and experience working with an elected council or board is highly desirable.

COMPENSATION AND BENEFITS

The salary for this position is currently \$255,528. The appointment and salary will be made based upon the qualifications of the selected candidate and commensurate with salaries in the region. In addition, the City offers the following comprehensive benefits:

CALPERS RETIREMENT ("Classic" members: 2% at 55, full City paid employee contribution; "PEPRA" members: 2% at 62, employee contributes 6.75% of salary).

DEFINED CONTRIBUTION 401A PLAN – City contributes 7% of salary.

DEFERRED COMPENSATION 457 PLAN – City contributes 3% of salary.

HEALTH INSURANCE – City contributes \$139 per month towards a selection of plans; coverage is effective the first of the month after date of hire.

FLEX BENEFIT/CAFETERIA PLAN - \$1,584 per month that may be applied toward health insurance premiums; unused money may be taken as cash, payable twice a month.

SEARCH SCHEDULE

Filing Deadline:..... March 31, 2020

Preliminary Interviews:..... April 1 – 15, 2020

Recommendation of Candidates:..... April 20, 2020

Finalist Interview Process: May 6 and May 7, 2020

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.

DENTAL/VISION INSURANCE – City pays premium for employee and dependents; coverage is effective the first of the month after date of hire.

SHORT/LONG TERM DISABILITY – City pays premium for employee.

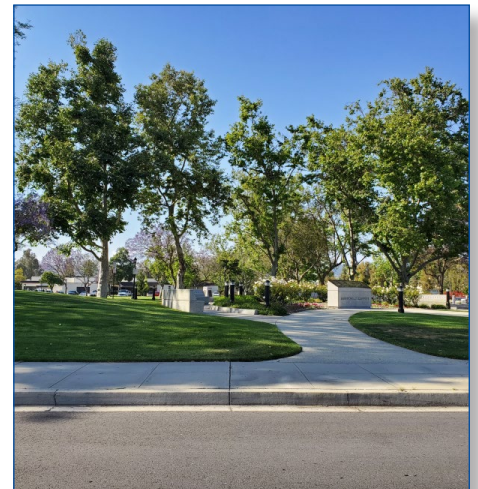
AUTO ALLOWANCE - \$500 per month.

LIFE INSURANCE – City pays premium for standard policy (1x salary, plus \$5,000, rounded up to next increment of \$5,000, maximum policy amount of \$200,000)

VACATION, MANAGEMENT, SICK, AND HOLIDAY LEAVE.

RETIREMENT HEALTH SAVINGS (RHS) PLAN – Directors that are age 50 or older contribute 2% of earnings each pay period; with 60% of eligible sick leave contributed at separation of employment.

The City does not participate in Social Security.



THE RECRUITMENT PROCESS

To apply for this exciting career opportunity, please visit our website at:

Peckham & McKenney
www.peckhamandmckenney.com

Resumes are acknowledged within two business days. Contact Anton "Tony" Dahlerbruch at 310.567.1554, or Bobbi Peckham at 916.730.2014 if you have any questions regarding this position or the recruitment process.



www.peckhamandmckenney.com

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



City of Fort Bragg

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

Text File

File Number: 21-659

Agenda Date: 12/27/2021

Version: 1

Status: Consent Agenda

In Control: Special City Council

File Type: Staff Report

Agenda Number: 2G.

Approve Letter Offering David Spaur Employment as the Interim City Manager



CITY OF FORT BRAGG

Incorporated August 5, 1889

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

December 27, 2021

David Spaur
3012 Aberdeen Lane
El Dorado Hills, CA 95762
davidspaur@comcast.net

RE: Interim City Manager Position Offer

Dear David:

Thank you for your interest in serving the City of Fort Bragg as Interim City Manager during the recruitment period for a full-time City Manager. We look forward to working with you during this transition, and benefiting from your extensive work experience. As has been discussed, this position will be a temporary position which will accommodate the parameters of your Retirement from the California Public Employees' Retirement System (CalPERS).

On behalf of the City Council, I am pleased to offer you employment as the Interim City Manager. This is a temporary Vacant Position appointment as defined by California Government Code 21221(h). The position is a non-bargaining, at-will position not to exceed 960 hours in a fiscal year. To comply with the constraints of California Government Code 21221(h) you will receive no benefits, incentives, compensation in lieu of benefits, or any other form of compensation outside of the current City Manager hourly wage rate of \$76.30. It is expected that you will work a minimum of 32 hours per week. The effective date of your appointment is January 3, 2022.

As you prepare for your tenure as Interim City Manager, please do not hesitate to reach out to myself or City staff, including the current City Manager, Tabatha Miller. Please confirm acceptance of this offer by providing your signature below.

Bernie Norvell
Mayor

David Spaur



City of Fort Bragg

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

Text File

File Number: 21-660

Agenda Date: 12/27/2021

Version: 1

Status: Consent Agenda

In Control: Special City Council

File Type: Resolution

Agenda Number: 2H.

Adopt Joint City Council/Municipal Improvement District Resolution Approving Budget
Amendment 2022-17 to the Fiscal Year 2021-2022 Budget

RESOLUTION NO. XXXX-2021

RESOLUTION OF THE FORT BRAGG CITY COUNCIL

and

RESOLUTION NO. ID XXX-2021

RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD

**ADOPTING BUDGET AMENDMENT 2022-17
AMENDING FY 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 Manager has identified additional expenditure and revenue adjustments to the FY 2021-22 budget as adopted by the City Council on June 14, 2021; and

WHEREAS, the adjustments and updates are identified in Exhibit A attached hereto; and

WHEREAS, there is sufficient revenue and adequate fund balance to fund the allocations; and

WHEREAS, based on all the evidence presented, the City Council/District Board 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 City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby amend the previously adopted FY 2021-22 Budget to incorporate the changes enumerated in Budget Amendment 2022-17 as shown in Exhibit A.

The above and foregoing Resolution was introduced by Council/Board Member _____, seconded by Council/Board Member _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 27th day of December, 2021, by the following vote:

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

**Bernie Norvell
Mayor/Chair**

ATTEST:

**June Lemos, MMC
City/District Clerk**

BUDGET AMENDMENT

Budget Adjustment #: **2022-17**

Budget FY: **FY 2021/22**

Account Description	Account #			FY 21/22 Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt	Description
Expenditures								
Professional Services City Council	110	4110	0319	\$ 94,175	\$ 27,000		\$ 121,175	City Manager Recruitment
Professional Services City Council	110	4110	0319	\$ 121,175	\$ 60,000		\$ 181,175	Communication Services
Professional Services	110	4190	0319	\$ 47,500	\$ 3,800		\$ 51,300	Debt Service Continuing Disclosures
Engineering Materials and Services	110	4330	0310	\$ 7,500	\$ 20,000		\$ 27,500	Extend engineering consultant services
Professional Services Asset Seizure Funds	167	4215	0319	\$ -	\$ 35,000		\$ 35,000	STOP Program from FY 20-21
Misc. Expenditure	176	4810	0607	\$ -	\$ 2,500		\$ 2,500	Debt Service Continuing Disclosures
Wastewater Chemicals	710	4712	0343	\$ 31,600	\$ 15,000		\$ 46,600	Biosolids Reduction Chemicals
Wastewater Equipment Repair/Maintenance	710	4712	0351	\$ 31,500	\$ 50,000	\$ -	\$ 81,500	Biosolids Dryer Installation
Salary & Benefits Water/Wastewater Operator II	710	4712	XXXX	\$ 813,324	\$ 49,500		\$ 862,824	Water/Wastewater Operator II (Part year)
Debt Service Fees	717	4712	0913	\$ 3,000	\$ 2,500		\$ 5,500	Debt Service Continuing Disclosures
Total Expenditures				\$ 1,149,774	\$ 265,300	\$ -	\$ 1,415,074	
Revenue								
Sales Tax	110	0000	3131	\$ 1,896,846	\$ 50,000		\$ 1,946,846	Incremental Revenue Increase
TOT	110	0000	3137	\$ 3,014,742	\$ 50,000		\$ 3,064,742	Incremental Revenue Increase
Total Revenue				\$ 4,911,588	\$ 100,000	\$ -	\$ 5,011,588	

Reason for Amendment:

RESOLUTION # : XXXX-2021

Budget Adjustment to be presented at City Council meeting on 12-27-2021

Authorization:

Requested By:

Approval:

Finance Use:

Signature:

Date:

Isaac Whippy

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: 21-661

Agenda Date: 12/27/2021

Version: 1

Status: Consent Agenda

In Control: Special City Council

File Type: Staff Report

Agenda Number: 2I.

Adopt Resolution Temporarily Deferring the Wastewater Capital Improvement Fee for Restaurants, Cafes, and Coffee Shops in the Central Business District

Staff sought direction from the City Council on Utility Capacity Fee Waiver/Deferral programs in September of 2019. The Council established a program to allow for deferral of capacity fees associated with housing. Deferral of development Impact Fees (AKA Capacity fees) is codified in the Fort Bragg Municipal Code Section 15.36. Such fees can be deferred up to three years, depending on the amount of fees and the project. At that meeting, staff polled the Council on whether or not there was interest in expanding a Capacity Fee Deferral program beyond housing projects in an effort to encourage or assist development in certain areas or industries. Those proposed options included using a deferral or waiver program in the Central Business District (CBD) to attract new businesses and to encourage the installation of sprinklers. At that time, the Council was not inclined to extend the program for deferral to commercial development.

At the April 14, 2021 Finance and Administration Committee meeting, the Committee recommended that the City Council adopt a temporary waiver of water and wastewater capacity fees for restaurant and food service businesses locating in the Central Business District for a two-year period. The Committee also recommended discounting water and wastewater capacity fees by twenty-five percent (25%) in all other zoning districts in the City limits for a two-year period. After review by the City Attorney, staff is recommending that the City Council adopt a temporary Wastewater Capacity Fee deferral program that would encourage restaurants, cafes and coffee shops to locate in the Central Business District.

The current discussion on providing assistance with capacity fees is part of the City's focus on economic development for the CBD. During the pandemic and Stay at Home Orders, small businesses, particularly those deemed "not essential" were the hardest hit by the economic shutdown. Many of those small unique businesses are located in the CBD and are part of what attracts visitors to Fort Bragg and encourages them to get out of their cars and spend dollars here. Restaurants, bakeries, bars, and other food and drink establishments are often cited as creating pedestrian traffic for downtown districts, malls and other shopping centers or areas. Similar to "anchor stores" these businesses become a destination for customers who will often patronize other stores or businesses once they are out of their cars or are in the area.

These types of businesses in certain locations can also be a mainstay of tourism. The lack of food and drink businesses in the Central Business District (CBD), particularly on Franklin Street, has been cited as a contributing factor to the increase in vacant buildings. This lack has also been blamed as partially responsible for the limited hours of operation in the CBD, which in turn reduces the pedestrian traffic. Even if these claims lack concrete evidence, the presence of busy

restaurants, coffee shops, and eateries in historical and unique downtowns and communities is a tried and true way to get folks out of cars and into shops and local businesses. For food service businesses, capacity fees are often cited as the reason these new businesses are not able to financially make a new business viable. If a food service business is occupying a space previously used as a restaurant, then the capacity fees have likely been paid for that space and there is no intensification of use that would trigger additional fees due. However, if the space has not been used in a more water/sewer intensive manner, such as a restaurant, a new food service business would trigger the additional capacity fees.

These fees can be as high as \$50,000, and more often than not, make the business financially unfeasible. Staff recommends temporarily deferring Wastewater Capacity Fees in the Central Business District for Restaurants, Cafes, and Coffee Shops as defined in the Inland Land Use & Development Code. The proposed deferral period is two years or until December 31, 2023. Staff does not recommend reducing fees for Restaurants, Cafes, and Coffee Shops outside of the CBD because there is not sufficient benefit or policy justification for that action. In order to ensure that wastewater capital projects are funded and not delayed, the City's General Fund shall loan and/or pay the water capacity fee fund the amount of any deferred capacity fee under this temporary program.

RESOLUTION NO. ID ____-2021

**RESOLUTION OF THE DISTRICT BOARD OF FORT BRAGG
MUNICIPAL IMPROVEMENT DISTRICT NO. 1 TEMPORARILY
DEFERRING THE SEWER CAPITAL IMPROVEMENT FEE FOR
RESTAURANTS, CAFES, AND COFFEE SHOPS IN THE CENTRAL
BUSINESS DISTRICT**

WHEREAS, pursuant to Section 14.24.060 of the Fort Bragg Municipal Code, the District collects and sets the rate of a Sewer Capital Improvement Fee (the “Fee”) to fund capital improvements to the District’s wastewater system; and

WHEREAS, the Fee is a “capacity charge” as that term is defined in Government Code Section 66013; and

WHEREAS, the Fee is collected in connection with the establishment of a new sewer connection or any change in occupancy of structure served by an existing sewer connection; and

WHEREAS, the Fee does not exceed the reasonable cost of providing service to structures/occupancies that create new demands upon the District’s wastewater system; and

WHEREAS, pursuant to Resolution No. ID 203-2001, the rate of the Fee is indexed against the Construction Cost Index published by the Engineering News Record in order to keep pace with inflation; and

WHEREAS, small businesses located in the Central Business District were economically disproportionately impacted during the COVID-19 pandemic and associated State and County Shelter-in-Place orders; and

WHEREAS, businesses in the Central Business District have closed or downsized their retail presence during the COVID-19 pandemic and associated State and County Shelter-in-Place orders in greater numbers than businesses located in the rest of the City;

WHEREAS, the number of vacant storefronts in the Central Business District continues to impact the economic vitality of the downtown Central Business District; and

WHEREAS, the historic downtown Central Business District is an important aspect of and asset to the City’s tourism-based economy; and

WHEREAS, essentially all of the businesses in the Central Business District have been and continue to be small unique enterprises that make the Fort Bragg Central Business District an attraction for visitors and encourages those visitors to stroll through the shops, and Fee deferrals may allow businesses to establish new uses in vacant buildings and thereby improving the overall vitality of the downtown area; and

WHEREAS, lack of food service businesses in the Central Business District, particularly on Franklin Street, has been cited as a contributing factor to the increase in vacant buildings. The lack of food service businesses has also been blamed as partially responsible for the limited hours of operation in the Central Business District, which in turn

reduces the pedestrian traffic; and

WHEREAS, the City Council of the City of Ft. Bragg has created a deferral program for Water Capital Improvement Fees for food service businesses in the Central Business District; and

WHEREAS, the City Council has requested that the Board create a similar program from the Sewer Capital Improvement Fee; and

WHEREAS, the City Council has stated its intent that the City will loan from its General Fund to the Sewer Capital Fee Fund such amounts as are necessary to ensure that the deferral of Fees does not delay the improvement of the wastewater system.

WHEREAS, the Board desires to create a deferral program in connection with the Sewer Capital Improvement Fee.

NOW, THEREFORE, BE IT RESOLVED by the District Board of Fort Bragg Municipal Improvement District No. 1 that:

1. Based on all the evidence presented, the Board finds as follows:
 - a. The foregoing recitals are true and correct and are made a part of this Resolution.
 - b. A temporary deferral of the Sewer Capital Improvement Fee could result in encouraging potential Restaurant, Cafe, and Coffee Shop businesses (as defined in the City's Inland Land Use & Development Code) to expand their existing use or engage in new enterprises in the Central Business District; and
 - c. Expanded and newly established Restaurant, Cafe, and Coffee Shop businesses in the Central Business District would add additional pedestrian traffic to the neighborhood and create a destination or anchor that would benefit other businesses in the Central Business District; and
 - d. A temporary deferral of the Sewer Capital Improvement Fee is consistent with the City's Priority Area 1: Jobs/Industry and Goal 3 - Foster and help sustain local businesses.
2. At the request of an applicant, the District shall defer collection of the Sewer Capital Improvement Fee where such fee would otherwise be due in connection with a change in occupancy in the Central Business District to the extent the resulting occupancy is a Restaurant, Cafe or Coffee Shop. No applicant shall be required by the District to request a deferral.
3. Such deferral may only be requested in connection with a building permit that is issued no earlier than the date of this Resolution and no later than December 31, 2023.
4. The deferred Fee may be paid to the District at any time; the amount due shall be calculated based on the Fee that would be due if the change in use occurred at the time the Fee is actually paid (ie, the then-current rate schedule will apply; not the schedule that was in effect at the time deferral

was granted).

5. If a subsequent change in use occurs at a property for which the Fee has been deferred and not repaid, the Fee in connection with that change in use shall be calculated as if the existing use on the property was the use that existed before change in use for which the Fee was deferred. Payment of the fee thus calculated at the then-current rates shall satisfy deferred fee and the fee then due.
6. The City will loan from the General Fund to the Wastewater Capital Fee Fund such amounts as are necessary to ensure that the deferral of Fees does not delay the improvement of the Wastewater system.
7. Staff shall maintain as a public record a list of locations that have been granted a deferral pursuant to this Resolution.
8. The Master Fee Schedule shall be amended to reference to this Resolution; to summarize the deferral program established by this Resolution; and to advise of the existence of the list maintained pursuant to Section 6 of this Resolution and the methods for obtaining such list.
9. The following terms shall have the following meanings:
 - a. "Restaurant, Café or Coffee Shop" shall have the same meaning as set forth in the City's Inland Land Use & Development Code.
 - b. "Central Business District" shall mean the CBD Zoning District as established under the City's Inland Land Use & Development Code.
10. The action taken by this Resolution is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Title 14, the California Code of Regulations ("CEQA Guidelines"), Section 15273(a)(4) which provides an exception for modifications to fees for the purpose of obtaining funds for capital projects necessary for maintaining service within existing service areas; and
11. This Resolution shall become effective upon its adoption.

The above and foregoing Resolution was introduced by Boardmember _____, seconded by Boardmember _____, and passed and adopted at a special meeting of the District Board of Fort Bragg Municipal Improvement District No. 1 held on the 27th day of December, 2021, by the following vote:

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

BERNIE NORVELL
Chair

ATTEST:

June Lemos, CMC
Board 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: 21-663

Agenda Date: 12/27/2021

Version: 1

Status: Consent Agenda

In Control: Special City Council

File Type: Resolution

Agenda Number: 2J.

Adopt Resolution Approving Contract with KP Public Affairs for Communication Services, Total Contract Amount not to exceed \$120,000 (Account No. 110-4110-0319)

RESOLUTION NO. XXXX-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING
CONTRACT WITH KP PUBLIC AFFAIRS FOR COMMUNICATION SERVICES,
TOTAL CONTRACT AMOUNT NOT TO EXCEED \$120,000 (ACCOUNT NO.
110-4110-0319)**

WHEREAS, the City of Fort Bragg (“City”) recognizes the importance of meaningful communications in order to keep its citizens, businesses and members of the public engaged, informed and educated on City business and land use developments and changes; and

WHEREAS, KP Public Affairs is a well-qualified and experienced public relations communication firm with strong experience and expertise in municipal government relations; and

WHEREAS, the \$60,000 budget amendment to appropriate the funds in the current fiscal year is identified in Budget Amendment 2022-17.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the contract with KP Public Affairs to provide communication services to the City Council and authorizes the City Manager to execute the same (Amount Not to Exceed \$120,000; Account No. 110-4110-0319) subject to any adjustments to the contract as recommended by the City Attorney.

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 27th day of December 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk



December 20, 2021

Tabatha Miller
City Manager
City of Fort Bragg
TMiller@FortBragg.com

RE: Communications Services To Support the City of Fort Bragg

Dear Tabatha:

We are pleased to propose in this letter an agreement for KP Public Affairs, (hereafter “KP”), to represent the City of Fort Bragg, and provide the City with a strategic communications campaign to increase awareness and understanding of the City’s position on land use issues.

My colleagues and I look forward to working with the appropriate representatives of the City in connection with this matter. We believe that candid communication is essential and we welcome any suggestions you may have at any time as to how we might better be of service.

I will work with a designated team of KP professionals to fulfill the duties and perform PR activities that are beneficial to your cause. We will be generally available for consultation during normal working hours, and ask that the appropriate representatives of the City be reasonably available to confer with us as needed.

1. Term. This agreement will be effective upon your execution on behalf of the City of Fort Bragg on the signature line at the end of this letter, to cover twelve (12) months. At the end of this contract, KP will work with the City to evaluate whether there is a need for continued public relations services at that time.

2. Services. KP will provide the City of Fort Bragg with the following services:

- a. Message development;
- b. Materials development;
- c. Content to share on social media;
- d. Media relations;
- e. Support for stakeholder outreach.

All of the foregoing services shall be rendered consistent with standards in the industry and to the City’s reasonable satisfaction.

3. Fees. In consideration of the services to be provided by KP, the City will pay to KP a monthly fee of \$10,000. KP will provide an invoice for our fees following the last day of each month for which services were rendered, and payment thereof is expected within 15 days of receipt of the invoice. Past due amounts will bear interest at the rate of 10% per annum until paid.

4. Expenses. KP will be entitled to reimbursement of other expenses related to performance of this agreement as may become necessary or advisable, upon the prior approval of the City for expenses over \$500. This may include program-related expenses such as a mailing, travel, commissioned research, extensive graphic design, professional video production, printing, or paid ad placements. KP will provide an invoice for these expenses each month, and payment thereof is expected within 15 days of receipt of the invoice. Undisputed past due amounts will bear interest at the rate of 10% per annum until paid.

5. Excessive Workload. Both parties acknowledge that the amount and degree of difficulty of the work for which KP is responsible hereunder is impossible to quantify in advance. It is therefore expressly understood that if KP notifies the City that extraordinary work burdens are being or will be encountered requiring commitment by KP of time and resources much greater than anticipated, KP and the City will diligently, in good faith, discuss the excessive work burdens and devise an amicable resolution that may include renegotiation of this agreement to better reflect the circumstances then known. Such renegotiation may result in an increase or decrease in the scope of the work assignment, or the fee to be paid for that work assignment.

6. Confidentiality. If a party to this agreement provides information or materials indicated to be confidential to the other party, the receiving party will maintain the confidentiality of such matters, and not disclose any such matters except in the proper performance of this agreement and with the concurrence of the other party.

7. Conflicts of Interest. KP has reviewed its current client list and has concluded that there are no conflicts of interest with current clients and the City of Fort Bragg. KP is sensitive to issues posing a real or perceived conflict of interest. If a conflict is suspected or becomes apparent either to KP or to the City, the discovering party will immediately inform the other, and discussions will immediately ensue with the purpose of resolving the issue of conflict.

8. Termination. The City may terminate this agreement upon at least 30 days written notice to KP without cause, or immediately on written notice for cause. In the event of such termination fees and expenses accrued as of such termination date shall be immediately due and payable, but the City shall have no responsibility for any fees or expenses accruing after termination.

9. General Agreement Provisions. This agreement sets forth the entirety of the understanding between KP and the City of Fort Bragg. Any revisions or amendments hereto are effective only when confirmed by both parties in writing. Any contemplated notices must be in writing and properly mailed, faxed or emailed to the other party. In the event of any legal action related to this agreement, the prevailing party will be entitled to an award of its court costs and reasonable attorney's fees. This agreement is not assignable by either party without the consent of the other party. KP agrees not to delegate any of its obligations hereunder without prior consent. Each party agrees to provide the other party with such drafts, documents, legislation or other materials as may reasonably be thought to be necessary or advisable to facilitate the objectives of this agreement.

Please execute a copy of this agreement where appropriate and return one copy to us. We look forward to working with you to accomplish your goals.

Sincerely,



Alison MacLeod
for KP Public Affairs

The City of Fort Bragg hereby agrees to retain KP Public Affairs on the terms and conditions set forth in this letter.

Name

Title

Date



City of Fort Bragg

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

Text File

File Number: 21-637

Agenda Date: 12/27/2021

Version: 1

Status: Business

In Control: Special City Council

File Type: Consent Calendar

Agenda Number: 2K.

Receive the Fiscal Year 2021-22 First Quarter Financial Report



CITY OF FORT BRAGG

416 N. FRANKLIN, FORT BRAGG, CA 95437
PHONE 707/961-2823 FAX 707/961-2802

FINANCE AND ADMINISTRATION COMMITTEE ITEM SUMMARY REPORT

MEETING DATE: December 27, 2021
TO: City Council
AGENDA ITEM TITLE: **RECEIVE THE FISCAL YEAR 2021-22 FIRST QUARTER FINANCIAL REPORT**

BACKGROUND AND OVERVIEW:

The Municipal Code and fiscal policies of the City of Fort Bragg require periodic financial status reports. Assistant Finance Director, Isaac Whippy, will present the FY 2021-22 First Quarter Financial Report.

RECOMMENDATION:

Accept report.

ALTERNATIVES:

Request additional information related to the report.

ATTACHMENTS:

1. FY 2021-22 First Quarter Financial Report.



REPORT OVERVIEW

This report summarizes the City's financial performance for the first quarter of the Fiscal Year 2021-22 ending September 30, 2021. This report's financial analysis is provided for the General Fund and the Water and Wastewater Enterprise Fund on a modified accrual basis. This report is not an audited financial statement, and no data on revenues and expenditures are final until the City has completed its annual audit and finalized its Comprehensive Annual Financial Report (CAFR).

GENERAL FUND

The General Fund is the general operating fund for the City and includes direct programs, activities, and services to the citizens of Fort Bragg.

GENERAL FUND REVENUES

The original adopted revenue budget for the General Fund was \$9.9 million. Since then, Staff has amended the TOT Budget by \$250k and Sales Tax by \$50k during the year as first-quarter actuals were above budget projections. The amended budget is \$10.2 million.

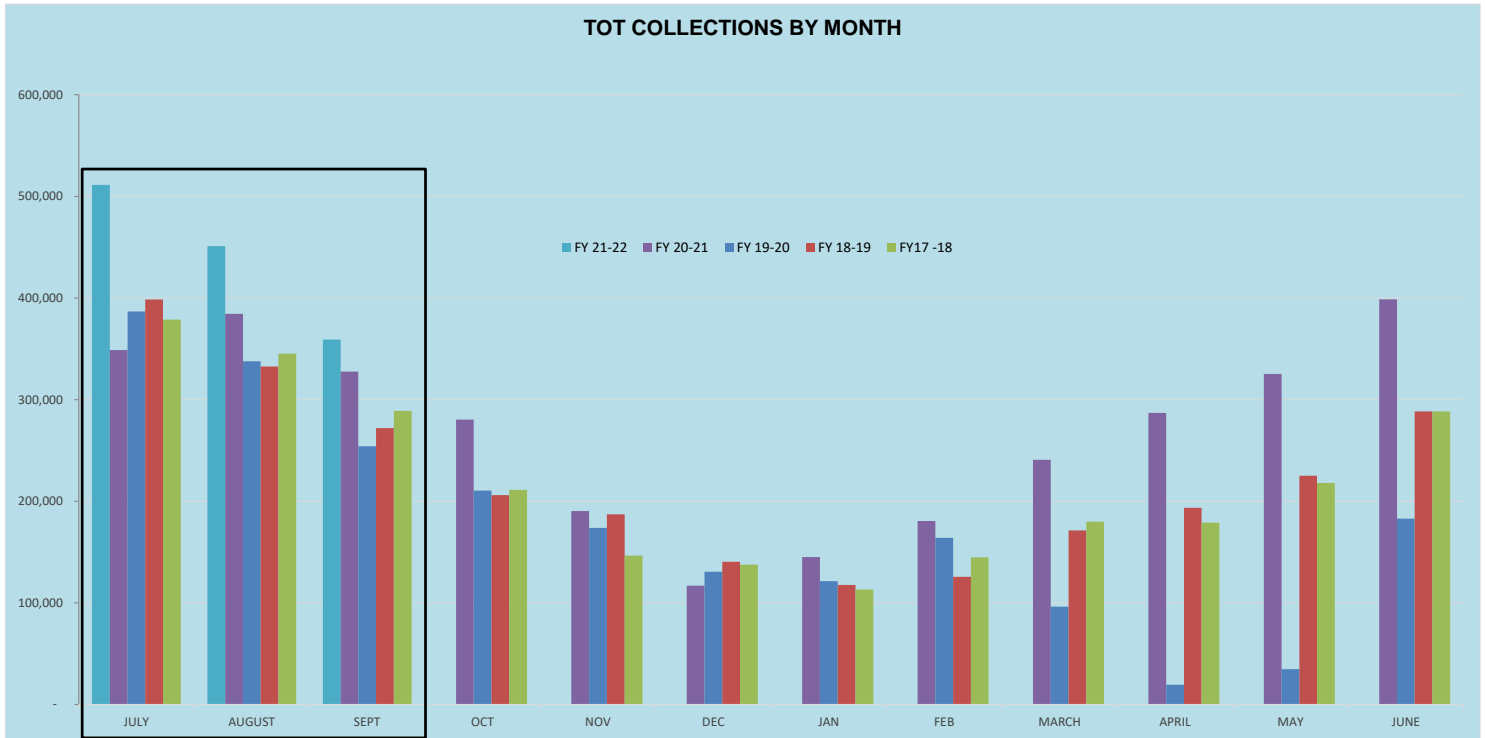
Summary of FY 2021/22 Q1 General Fund Operating Results						
	Original Budget FY 21/22	FY 21/22 Amended Budget	Q1 Budget	Q1 Actual Results	Variance vs. Quarterly Budget	% of Total Budget
Transient Occupancy Taxes	\$ 2,764,742	\$ 3,014,742	\$ 1,091,083	\$ 1,257,884	\$ 166,801	42%
Sales Taxes	1,866,846	1,916,846	527,979	598,877	70,898	31%
Property Taxes	1,159,533	1,159,533	-	11,169	11,169	1%
Other Taxes	779,500	779,500	144,450	152,403	7,953	20%
Reimbursements	2,675,200	2,686,400	671,600	695,128	23,528	26%
Charges for Services	57,000	57,000	14,250	21,549	7,299	38%
Licenses & Permits	93,702	93,702	23,426	10,459	(12,967)	11%
Use of Money & Property	27,020	27,020	6,755	2,849	(3,906)	11%
Fines & Forfeitures	36,200	36,200	9,050	10,513	1,463	29%
Other Revenues	28,500	28,500	7,125	9,760	2,635	34%
Intergovernmental	489,212	489,212	122,303	-	(122,303)	0%
Total Revenue	\$ 9,977,455	\$ 10,288,655	\$ 2,618,021	\$ 2,770,592	\$ 152,571	27%

For the quarter ended September 30, 2021, General Fund operating revenues totaled \$2.6 million, beating quarterly budget projections by \$152k or 27 percent of the amended budget.

- **Transient Occupancy Tax (TOT)** accounts for 31 percent of the total General Fund's revenue. During the last quarter of FY 19/20, this revenue category was hit hard by COVID restrictions and ended the fiscal year falling short of budget projections by \$660k, resulting in an overall budget deficit for the general fund. In the first quarter of FY 20/21, TOT rebounded and was 43 percent or \$425k above the budget estimate. TOT Revenues set a record for the best quarter one collections and ended the fiscal year with the best year to date, at \$3.3 million. In part, international and domestic travel restrictions due to the pandemic contributed to the increase in local visitor numbers and the Visit Fort Bragg campaign, which has continued to marketing efforts even during the pandemic.

In Q1, FY 21/22, TOT again recorded a strong quarter one result, 42% of the quarterly budget, and beat last year's Q1 record. See the chart below for a comparison to previous quarters.

A Budget Amendment of \$250k was approved to adjust TOT Revenues in November and December 2021. Receipts are seasonal and tend to be the highest in the first and last quarter of each fiscal year, primarily due to higher occupancy levels and room rates



- **Sales Tax** Over the last couple of years, sales tax growth has shown a modest 2-3 percent growth trend. Due to COVID, FY 19/20 totals were only \$144k short of the budget as Grocery Stores, Internet sales, and Construction recorded their best quarters while Restaurants/Food Markets saw declines. In FY 21/22, Quarter-one results were \$70k above the quarterly budget or 31 percent of the total budget. Compared to the same period last year, Sales Tax is down 13 percent. Staff conservatively projects that sales tax revenues will end the fiscal year at a little over \$1.9M, down from the FY 20/21 year-end result at \$2M.
- **Property Taxes:** Tax receipts are received in lump sums in December, April, and July rather than evenly throughout the year.
- **Other taxes** include Franchise Fees and Business License taxes. Actuals totaled \$152k, \$42k short of quarterly Budget estimates. Revenues from Cable television franchise fees have slowly declined as more customers move to satellite and internet-based services. Business License Tax collected was also down by \$23k, which is consistent with the prior year. Most Tax is collected during the business license renewal season in February to March of each year.
- **Reimbursements** include the annual COPS reimbursements for the City's CSO cost, admin cost reimbursement from grants, Highway user tax, special sales tax allocation, developer deposit reimbursements, and cost allocations transfers, which are considered a cost to the Enterprise funds but revenue to the General Fund. This revenue ended the quarter at \$12k above the quarterly budget due to the timing of some of the reimbursements.
- **Intergovernmental** are reimbursements for staff time work on grants which includes Local Early Action Planning (LEAP), Economic Development Agency (EDA), Community Development Block Grants (CDBG) for code enforcement, business assistance loan, Utility Bill assistance, and general administration. There weren't any quarter one billings due to staff turnover and the timing of these funds request, but staff time has been accounted for and should be billed collectively with quarter two billings.



GENERAL FUND EXPENDITURES

The General Fund’s adopted budget for FY 2021/22 was \$9.9 million. The amended budget is \$10.3 million, with Budget amendments of \$370k.

EXPENDITURES	Original Budget FY 21/22	FY 21/22 Amended Budget	Q1 Budget	Q1 Actual Results	Variance vs. Quarterly Budget	% of Total Budget
General Government						
City Council	176,632	200,807	50,202	58,044	(7,842)	29%
Administrative Services	956,386	1,213,411	303,353	275,805	27,548	23%
Finance	606,666	606,666	151,666	141,336	10,331	23%
Non-departmental (overhead)	1,176,338	1,178,838	294,709	258,698	36,011	22%
General Government Subtotal	2,916,021	3,199,721	799,930	733,883	66,047	23%
Public Safety						
Fire	447,758	447,758	122,589	136,577	(13,988)	31%
Police	3,797,188	3,800,188	950,047	904,835	45,212	24%
Public Safety Subtotal	4,244,946	4,247,946	1,072,636	1,041,413	31,223	25%
Community Services						
Public Works	1,248,691	1,269,891	317,473	285,357	32,115	22%
Fort Bragg Marketing & Promotions	230,000	230,000	57,500	31,809	25,691	14%
Community Development	384,519	385,084	96,271	91,993	4,278	24%
Community Contributions	132,500	132,500	33,125	14,890	18,235	11%
Caspar Closure & General Fund Deb	80,850	204,906	51,227	-	51,227	0%
Community Services Subtotal	2,076,560	2,222,381	555,595	424,049	131,546	19%
Allocation to Internal Service Fur	686,131	686,131	171,533	171,540	(7)	25%
Total Expenditure	\$ 9,923,658	\$ 10,356,179	\$ 2,599,694	\$ 2,370,884	\$ 228,810	23%

General Fund operating expenditures ended the quarter at \$2.3 million or 23 percent of the amended budget.

- **City Council** expenditures are 33 percent of the total budget due to one-time payments made in quarter one to Mendocino Solid Waste Management and costs associated with the Environmental Assessment- Mill Site costs.
- **The Fire Department** budget is at 31 percent of the total budget or \$13k in quarter one due to the timing of annual call numbers for the prior year paid in quarter one.
- **Non-departmental** is at 22 percent of the total budget. The variance is attributed to the nature of REMIF liability and property premium payments, which are paid in the second quarter. Additionally, \$150k was budgeted to make additional UAL payments to CALPERS. The City Council also approved a \$770k payment to CALPERS from the FY 20/21 Surplus in the second quarter- this would be paid from unrestricted reserves.
- **Community Contributions** includes the budget for Noyo Center, Special projects due to the Measure AB, Sister City Program, and EDFC. Only the payment to Noyo Center- Q1 has been paid.
- **Fort Bragg Tourism and Marketing** budgets expenditures attributed to professional marketing and PR Services. The majority of funding was suspended in FY 20/21 due to budget cuts related to COVID. The quarterly budget is \$26k under budget due to the timing of payments to Consultants and partner agencies, including Creative Thinking-Marketing.

Overall, most general fund expenditures are in line with quarterly budget projections.



GENERAL FUND NET RESULTS

The General Fund was certainly the most impacted by the onset of the COVID Pandemic and economic shutdown. This is because of its reliance on TOT and Sales Tax revenues. Both revenue categories rebounded in quarter one of FY 20/21 and also recorded strong results in the first quarter of FY 21/22 compared to previous years.

The first-quarter revenues were \$2.7 million (27 percent of the annual budget), and expenditures were \$2.3 million (23 percent of the annual budget), outpacing revenues by \$399k. As the year progresses, Staff will continue to monitor revenue and expenditure levels. As it stands, the general fund will finish the year with a budget deficit of \$68k.

Summary of FY 2021/22 Q1 General Fund Operating Results						
	Original Budget FY 21/22	FY 21/22 Amended Budget	Q1 Budget	Q1 Actual Results	Variance vs. Quarterly Budget	% of Total Budget
Total Revenue	\$ 9,977,455	\$ 10,288,655	\$ 2,618,021	\$ 2,770,592	\$ 152,571	27%
Total Expenditure	\$ 9,923,658	\$ 10,356,179	\$ 2,599,694	\$ 2,370,884	\$ 228,810	23%
Net Revenue /(Expenditure)	\$ 53,798	\$ (67,523)	\$ 18,326	\$ 399,707	\$ 381,381	

BUDGET AMENDMENTS

Listed below are Budget Amendments approved in Quarters one and two for the General Fund.

Account Number		Beginning Budget	Budget Adjustment	Current Budget
110-0000-3137	Transient Occupancy Tax	2,759,742.00	200,000.00	2,959,742.00
110-0000-3138	Sales Tax	1,866,846.00	50,000.00	1,916,846.00
110-4130-0311	City Attorney	150,000.00	150,000.00	300,000.00
110-4110-0319	Professional Services	35,000.00	13,600.00	48,600.00
110-4130-0319	Professional Services	18,000.00	107,025.00	125,025.00
110-4190-0319	Professional Services	45,000.00	2,500.00	47,500.00
110-4190-0387	PERS UAL Additional Payment	150,000.00	770,000.00	920,000.00
110-4200-0619	Miscellaneous	20,000.00	3,000.00	23,000.00
110-4320-0319	Professional Services	0.00	565.00	565.00
110-4330-0310	Engineering	2,500.00	5,000.00	7,500.00
110-4520-0319	Professional Services	15,000.00	16,200.00	31,200.00
110-4520-3497	Interfund Reimb-PW	250,000.00	11,200.00	261,200.00
110-4915-0319	Professional Services	80,000.00	86,092.00	166,092.00



WATER ENTERPRISE FUND

Water Enterprise revenue ended the quarter at \$791k or 25 percent of the total budget, and expenditures came in at \$679k or 29 percent of the total budget.

Summary of FY 2021/22 Q1 Water Enterprise Operating Results					
	FY 21/22 Amended Budget	Quarterly Budget	Q1 Actual Results	Variance vs. Quarterly Budget	% of Total Budget
Charges for Services	\$ 3,095,675	\$ 843,232	\$ 788,734	\$ (54,498)	25%
Other Revenue	31,501	7,875	1,874	(6,001)	6%
Total Revenue	\$ 3,127,176	\$ 851,107	\$ 790,608	\$ (60,500)	25%
Expenditure by Category					
Debt Service	\$ 446,103	\$ 326,749	\$ 326,749	\$ (0)	73%
Personnel services	941,515	235,379	154,203	81,176	16%
Administration	457,083	114,271	111,906	2,365	24%
Contractual services	120,400	30,100	16,668	13,432	14%
Materials & supplies	188,548	47,137	26,096	21,041	14%
Utilities	120,000	30,000	36,902	(6,902)	31%
Repairs & maintenance	32,200	8,050	3,540	4,510	11%
Insurance	24,122	6,031	-	6,031	0%
Other operating	8,000	2,000	3,167	(1,167)	40%
Total Expenditure	\$ 2,337,971	\$ 799,716	\$ 679,230	\$ 120,486	29%
Net Revenue /(Expenditure)	\$ 789,205	\$ 51,391	\$ 111,377	\$ 59,986	

- User fees fully support the revenues for the Water Enterprise Fund. COVID had impacted the enterprise funds revenues during the fourth quarter of the fiscal year 2019-20, resulting in a budget shortfall of 3 percent. Water revenues rebounded to pre-COVID levels in quarter one of fiscal year 20-21. In quarter one of the current fiscal year, revenues were \$789k, down 10 percent compared to FY 20/21 and 16 percent compared to FY 18/19 due to the water restrictions implemented in response to the reduced flows in the Noyo River, increased high tide events, and the lower than normal precipitation which affected the City's water supply. The City Council approved the Stage 2 water conservation in July and has since upgraded to a Stage 4 water crisis on September 13, 2021, which targetted a reduction in water consumption by 30-40%.
- Insurance costs, including Property & ADP Contributions, DIC Earthquake, and flood deductible buy-down, are paid in the second quarter-one of each fiscal year. Additionally, REMIF insurance costs have continued to increase year over year.

Overall, most expenditures are in line with quarterly budget projections, and staff anticipates that revenues will outpace expenditure estimates come year-end.



WASTEWATER ENTERPRISE FUND

Wastewater Enterprise revenue ended the quarter at \$898k or 28 percent of the total budget, and expenditures came in at \$528k or 22 percent of the total budget.

Summary of FY 2021/22 Q1 Wastewater Enterprise Operating Results					
	FY 21/22 Amended Budget	Quarterly Budget	Q1 Actual Results	Variance vs. Quarterly Budget	% of Total Budget
Charges for Services	\$ 3,201,400	\$ 955,722	\$ 898,407	\$ (57,315)	28%
Other Revenue	19,750	4,938	-	(4,938)	0%
Total Revenue	\$ 3,221,150	\$ 960,660	\$ 898,407	\$ (62,252)	28%
Expenditure by Category					
Debt Service	\$ 187,650	\$ 46,913	\$ -	\$ 46,913	0%
Personnel services	631,549	157,887	148,826	9,061	24%
Administration	696,714	174,179	169,755	4,424	24%
Contractual services	364,806	91,202	96,364	(5,162)	26%
Materials & supplies	217,190	54,298	33,274	21,024	15%
Utilities	210,000	52,500	52,863	(363)	25%
Repairs & maintenance	60,750	15,188	27,827	(12,639)	46%
Insurance	60,305	-	-	-	0%
Total Expenditure	\$ 2,428,964	\$ 592,165	\$ 528,908	\$ 63,257	22%
Net Revenue /(Expenditure)	\$ 792,186	\$ 368,495	\$ 369,499	\$ 1,005	47%

- Like the Water Enterprise Fund, revenues did rebound to pre-COVID levels in FY 20/21, recording an \$898k or 28 percent of the total budget. Water revenues are higher during the first quarter of each year due to seasonality. The \$57k negative variance is due to water restrictions implemented by the City in response to the water shortage that affected our community in the summer.
- Repairs and Maintenance were 46 percent of the total budget due to pump repairs and electrical hardware repairs undertaken in quarter one.
- Insurance expenses are paid in the second quarter.

Overall, most expenditures are in line with quarterly budget projections, and staff anticipates that revenues will outpace expenditure estimates come year-end.



City of Fort Bragg

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

Text File

File Number: 21-662

Agenda Date: 12/27/2021

Version: 1

Status: Consent Agenda

In Control: Special City Council

File Type: Staff Report

Agenda Number: 2L.

Adopt Resolution Temporarily Deferring the Water Capital Improvement Fee for Restaurants, Cafes, and Coffee Shops in the Central Business District

Staff sought direction from the City Council on Utility Capacity Fee Waiver/Deferral programs in September of 2019. The Council established a program to allow for deferral of capacity fees associated with housing. Deferral of development Impact Fees (AKA Capacity fees) is codified in the Fort Bragg Municipal Code Section 15.36. Such fees can be deferred up to three years, depending on the amount of fees and the project. At that meeting, staff polled the Council on whether or not there was interest in expanding a Capacity Fee Deferral program beyond housing projects in an effort to encourage or assist development in certain areas or industries. Those proposed options included using a deferral or waiver program in the Central Business District (CBD) to attract new businesses and to encourage the installation of sprinklers. At that time, the Council was not inclined to extend the program for deferral to commercial development.

At the April 14, 2021 Finance and Administration Committee meeting, the Committee recommended that the City Council adopt a temporary waiver of water and wastewater capacity fees for restaurant and food service businesses locating in the Central Business District for a two-year period. The Committee also recommended discounting water and wastewater capacity fees by twenty-five percent (25%) in all other zoning districts in the City limits for a two-year period. After review by the City Attorney, staff is recommending that the City Council adopt a temporary Water Capacity Fee deferral program that would encourage restaurants, cafes and coffee shops to locate in the Central Business District.

The current discussion on providing assistance with capacity fees is part of the City's focus on economic development for the CBD. During the pandemic and Stay at Home Orders, small businesses, particularly those deemed "not essential" were the hardest hit by the economic shutdown. Many of those small unique businesses are located in the CBD and are part of what attracts visitors to Fort Bragg and encourages them to get out of their cars and spend dollars here. Restaurants, bakeries, bars, and other food and drink establishments are often cited as creating pedestrian traffic for downtown districts, malls and other shopping centers or areas. Similar to "anchor stores" these businesses become a destination for customers who will often patronize other stores or businesses once they are out of their cars or are in the area.

These types of businesses in certain locations can also be a mainstay of tourism. The lack of food and drink businesses in the Central Business District (CBD), particularly on Franklin Street, has been cited as a contributing factor to the increase in vacant buildings. This lack has also been blamed as partially responsible for the limited hours of operation in the CBD, which in turn reduces the pedestrian traffic. Even if these claims lack concrete evidence, the presence of busy

restaurants, coffee shops, and eateries in historical and unique downtowns and communities is a tried and true way to get folks out of cars and into shops and local businesses. For food service businesses, capacity fees are often cited as the reason these new businesses are not able to financially make a new business viable. If a food service business is occupying a space previously used as a restaurant, then the capacity fees have likely been paid for that space and there is no intensification of use that would trigger additional fees due. However, if the space has not been used in a more water/sewer intensive manner, such as a restaurant, a new food service business would trigger the additional capacity fees.

These fees can be as high as \$50,000, and more often than not, make the business financially unfeasible. Staff recommends temporarily deferring Water Capacity Fees in the Central Business District for Restaurants, Cafes, and Coffee Shops as defined in the Inland Land Use & Development Code. As currently written, the Resolution defers Water Capacity Fees until December 31, 2023. Staff does not recommend reducing fees for Restaurants, Cafes, and Coffee Shops outside of the CBD because there is not sufficient benefit or policy justification for that action. In order to ensure that water capital projects are funded and not delayed, the City's General Fund shall loan and/or pay the water capacity fee fund the amount of any deferred capacity fee under this temporary program.

RESOLUTION NO. ____-2021

RESOLUTION OF THE FORT BRAGG CITY COUNCIL TEMPORARILY DEFERRING THE WATER CAPITAL IMPROVEMENT FEE FOR RESTAURANTS, CAFES, AND COFFEE SHOPS IN THE CENTRAL BUSINESS DISTRICT AND REQUESTING THAT THE WASTEWATER CAPITAL IMPROVEMENT FEE BE SIMILARLY DEFERRED

WHEREAS, pursuant to its Resolution No. 2462-2000, the City of Fort Bragg imposes a Water Capital Improvement Fee (the “Fee”) to fund capital improvements to the City’s water system; and

WHEREAS, the Fee is a “capacity charge” as that term is defined in Government Code Section 66013; and

WHEREAS, the Fee is collected in connection with the establishment of a new water connection or any change in occupancy of structure served by an existing water connection; and

WHEREAS, the Fee does not exceed the reasonable cost of providing service to structures/occupancies that create new demands upon the City’s water system; and

WHEREAS, pursuant to Resolution No. 2462-2000, the rate of the Fee is indexed against the Construction Cost Index published by the Engineering News Record in order to keep pace with inflation; and

WHEREAS, small businesses located in the Central Business District were economically disproportionately impacted during the COVID-19 pandemic and associated State and County Shelter-in-Place orders; and

WHEREAS, businesses in the Central Business District have closed or downsized their retail presence during the COVID-19 pandemic and associated State and County Shelter-in-Place orders in greater numbers than businesses located in the rest of the City;

WHEREAS, the number of vacant storefronts in the Central Business District continues to impact the economic vitality of the downtown Central Business District; and

WHEREAS, the historic downtown Central Business District is an important aspect of and asset to the City’s tourism-based economy; and

WHEREAS, essentially all of the businesses in the Central Business District have been and continue to be small unique enterprises that make the Fort Bragg Central Business District an attraction for visitors and encourages those visitors to stroll through the shops, and Fee deferrals may allow businesses to establish new uses in vacant buildings and thereby improving the overall vitality of the downtown area; and

WHEREAS, lack of food service businesses in the Central Business District, particularly on Franklin Street, has been cited as a contributing factor to the increase in vacant buildings. The lack of food service businesses has also been blamed as partially responsible for the limited hours of operation in the Central Business District, which in turn reduces the pedestrian traffic; and

WHEREAS, the City Council desires to create a Water Capital Improvement Fee deferral program to encourage the development of food service businesses in the Central Business District; and

WHEREAS, the City Council desires that a complementary deferral program be created by the District Board of Fort Bragg Municipal Improvement District No. 1 in connection with the Sewer Capital Improvement Fee.

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

1. Based on all the evidence presented, the City Council finds as follows:
 - a. The foregoing recitals are true and correct and are made a part of this Resolution.
 - b. A temporary deferral of the Water Capital Improvement Fee could result in encouraging potential Restaurant, Cafe, and Coffee Shop businesses (as defined in the City's Inland Land Use & Development Code) to expand their existing use or engage in new enterprises in the Central Business District; and
 - c. Expanded and newly established Restaurant, Cafe, and Coffee Shop businesses in the Central Business District would add additional pedestrian traffic to the neighborhood and create a destination or anchor that would benefit other businesses in the Central Business District; and
 - d. A temporary deferral of the Water Capital Improvement Fee is consistent with the City's PriorityArea 1: Jobs/Industry and Goal 3 - Foster and help sustain local businesses.
2. At the request of an applicant, the City shall defer collection of the Water Capital Improvement Fee where such fee would otherwise be due in connection with a change in occupancy in the Central Business District to the extent the resulting occupancy is a Restaurant, Cafe or Coffee Shop. No applicant shall be required by the City to request a deferral.
3. Such deferral may only be requested in connection with a building permit that is issued no earlier than the date of this Resolution and no later than December 31, 2023.
4. The deferred Fee may be paid to the City at any time; the amount due shall be calculated based on the Fee that would be due if the change in use occurred at the time the Fee is actually paid (ie, the then-current rate schedule will apply; not the schedule that was in effect at the time deferral was granted).
5. If a subsequent change in use occurs at a property for which the Fee has been deferred and not repaid, the Fee in connection with that change in use shall be calculated as if the existing use on the property was the use that existed before change in use for which the Fee was deferred. Payment of the fee thus calculated at the then-current rates shall satisfy deferred fee and

the fee then due.

6. It is the intent of the City Council that the City will loan from the General Fund to the Water Capital Fee Fund such amounts as are necessary to ensure that the deferral of Fees does not delay the improvement of the water system.
7. Staff shall maintain as a public record a list of locations that have been granted a deferral pursuant to this Resolution.
8. The Master Fee Schedule shall be amended to reference to this Resolution; to summarize the deferral program established by this Resolution; and to advise of the existence of the list maintained pursuant to Section 7 of this Resolution and the methods for obtaining such list.
9. The following terms shall have the following meanings:
 - a. "Restaurant, Café or Coffee Shop" shall have the same meaning as set forth in the Inland Land Use & Development Code.
 - b. "Central Business District" shall mean the CBD Zoning District as established under the Inland Land Use & Development Code.
10. The City Council requests that the District Board of Fort Bragg Municipal Improvement District No. 1 create a similar deferral program for the Sewer Capital Improvement Fee. If the Board creates such a program, it is the intent of the City Council that the City will loan from its General Fund to the District's Sewer Capital Fee Fund such amounts as are necessary to ensure that the deferral of Fees does not delay the improvement of the District's wastewater system.
11. The action taken by this Resolution is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Title 14, the California Code of Regulations ("CEQA Guidelines"), Section 15273(a)(4) which provides an exception for modifications to fees for the purpose of obtaining funds for capital projects necessary for maintaining service within existing service areas; and
12. This Resolution shall become effective upon its adoption.

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 27th day of December, 2021, by the following vote:

**AYES:
NOES:
ABSENT:
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: 21-658

Agenda Date: 12/27/2021

Version: 1

Status: Consent Agenda

In Control: Special City Council

File Type: Minutes

Agenda Number: 2M.

Approve Minutes of December 13, 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, December 13, 2021

6:00 PM

Via Video Conference

CALL TO ORDER

Mayor Norvell called the meeting to order at 6:00 PM.

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

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

Mayor Norvell informed the public that the City of Fort Bragg is in the process of hiring an interim City Manager and is looking for a recruiting firm to hire a permanent City Manager.

- 1A. [21-592](#) Receive Presentation from Mendocino Coast Humane Society Executive Director Judy Martin

Judy Martin, executive director of the Mendocino Coast Humane Society, presented her annual report to the City Council.

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

- (1) Mike Hart, Michael Hamdi, Mary Rose Kaczorowski, Robert Jason Pinoli, and Andrew Jordan.
- (2) None.
- (3) None.

3. STAFF COMMENTS

City Manager Miller thanked everyone for a successful wonderland event last weekend; 38 participants entered the window decorating contest. She gave a reminder that the Planning Commission meeting this Wednesday will be in person at Town Hall only, and not live streamed or on Channel 3. Miller noted that Item 5H on the Consent Calendar is a grant from State Parks for \$178,000. The City is proposing to use this sum toward the soccer field as part of Bainbridge Park Master Plan II. She gave an update on the Sherwood Oaks Nursing Facility and their staffing shortages and challenges. City Manager Miller stated there will be another vaccination clinic at the Mendocino Coast Clinics tomorrow from 3 to 6 PM. She announced that City Clerk

June Lemos recently attained her Master Municipal Clerk designation from the International Institute of Municipal Clerks. Miller thanked the community for her time as City Manager. She spoke about how the housing situation in Fort Bragg is a critical issue, especially workforce housing.

4. MATTERS FROM COUNCILMEMBERS

Vice Mayor Morsell-Haye requested that Council agendaize a discussion on a ballot measure regarding a 3/8 cent tax for workforce housing. She voiced her support for the Bainbridge Park soccer field and urged the Council to consider an equipment upgrade for the park. Councilmember Albin-Smith also is in favor of a ballot measure discussion regarding workforce housing. She wants to add more parks in Fort Bragg. Albin-Smith asked for approval of the Council to use City funds to send her and the Vice Mayor to Yosemite for a policy makers conference. A majority of the Council authorized the expenditure of City Council funds to send the two Councilmembers to the conference. Councilmember Peters asked the public to consider the police officers during this holiday season, as it can be a difficult time for some people. He also was in support of agendaizing the workforce housing issue. Peters, in his role as Ambassador to Sister City Otsuchi, requested \$300 to \$500 of Council funds to send a holiday package to Japan. The Council approved the expenditure. Councilmember Rafanan also supports a discussion on housing. She mentioned a problem with smoking downtown. Mayor Norvell asked that Item 5H be brought back to the Community Development Committee for further discussion on scope and development of funding.

5. CONSENT CALENDAR

Councilmember Albin-Smith requested that Items 5A, 5C, and 5D be removed from the Consent Calendar for further discussion.

Approval of the Consent Calendar

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

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

5B. [21-620](#) Adopt City Council Resolution Ratifying and Authorizing the City Manager's Purchase of Network Security Consulting Services and Software in the Amount of \$45,850 and Approving Budget Amendment 2022-16 in the Same Amount

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4479-2021

5E. [21-639](#) 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 4480-2021

- 5F.** [21-640](#) Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency
This Resolution was adopted on the Consent Calendar.
Enactment No: RES 4481-2021
- 5G.** [21-642](#) Adopt City Council Resolution Extending the Temporary Waiver of the Parking In-lieu Fee for Changes of Use in the Central Business District
This Resolution was adopted on the Consent Calendar.
Enactment No: RES 4482-2021
- 5H.** [21-643](#) Adopt City Council Resolution to Apply for \$177,952 from the California State Parks Per Capita Grant Program for Improvements to City Parks and Recreation Facilities
This Resolution was adopted on the Consent Calendar.
Enactment No: RES 4483-2021
- 5I.** [21-648](#) Adopt Joint City Council/Municipal Improvement District Resolution Approving Budget Amendment 2022-15 to the Fiscal Year 2021-2022 Budget
This Resolution was adopted on the Consent Calendar.
Enactment No: RES 4484-2021 / RES ID 458-2021
- 5J.** [21-613](#) Approve Minutes of Special Meeting of November 19, 2021
These Minutes were approved on the Consent Calendar.
- 5K.** [21-616](#) Approve Minutes of November 22, 2021
These Minutes were approved on the Consent Calendar.
- 5L.** [21-644](#) Approve Minutes of Special Closed Session of December 6, 2021
These Minutes were approved on the Consent Calendar.

ITEMS REMOVED FROM CONSENT CALENDAR

- 5A.** [21-619](#) Adopt City Council Resolution Appointing Assistant Finance Director Isaac Whippy as City Treasurer

Councilmember Albin-Smith said that she understands that a new Treasurer needs to be appointed after the City Manager leaves, but asked that the resolution be reworded to state that Isaac Whippy would be the "interim" Treasurer. City Manager Miller said that the new City Manager may decide to leave Mr. Whippy as the Treasurer or assign it to someone else, which is why there is no specific time limit on it.

Public Comment: None.

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

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

Enactment No: RES 4485-2021

- 5C. [21-635](#)** Adopt City Council Resolution Appointing Director to Represent and Vote on Behalf of the City of Fort Bragg on the California Intergovernmental Risk Authority Board of Directors

Councilmember Albin-Smith said that this resolution and the one in Item 5D do not state that the appointees will hold the positions “until replaced.” City Manager Miller stated that these positions do not require specific skills and are not tied to a specific position at the City.

Public Comment: None.

A motion was made by Councilmember Albin-Smith, seconded by Councilmember Peters, that this Resolution be adopted. The motion carried by the following vote:

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

Enactment No: RES 4486-2021

- 5D. [21-636](#)** Adopt City Council Resolution Appointing Director and Alternative Director to Represent and Vote on Behalf of the City of Fort Bragg on the Redwood Empire Municipal Insurance Fund (REMIF) Board of Directors

Councilmember Albin-Smith stated that she had the same reservations about this item as for Item 5C.

Public Comment: None.

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

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

Enactment No: RES 4487-2021

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

- 7A. [21-614](#)** Receive Report, Conduct Public Hearing, and Consider Adoption of Resolution Approving an Underground District for properties located on Chestnut Street between South Main Street and Ebbing Way to Remove Poles, Overhead Wires, and Associated Overhead Structures and Replace with Underground Wires and Facilities for Supplying Electric, Communication, and Other Similar Associated Services

Mayor Norvell opened the public hearing at 7:17 PM.

Assistant Director Engineering O'Neal gave the staff report on this agenda item. Councilmembers asked questions of Lizette Burtis, Rule 20A Program Liaison at PG&E.

Public Comment:

- Andrew Jordan recommended a phased approach unless it increases the cost and expressed concern about service and maintenance, and removal of the traffic calming that was implemented when the street project went through in 2016.
- Jenny Shattuck suggested that Safe Routes to School funds may have more money available for this project, stating that the east side toward the school is the worst and should be scheduled first.
- Jay McMartin is in favor of undergrounding everything possible.

Mayor Norvell closed the public hearing at 7:59 PM.

Discussion/Direction: After discussing this matter, a majority of Councilmembers approved the establishment of Underground District 6 and agreed to begin the project with Option 1 at the west end of the corridor, from Main Street to Harrison Street, with a ten-year completion horizon.

A motion was made by Councilmember Albin-Smith, seconded by Councilmember Peters, that this Resolution be adopted. The motion carried by the following vote:

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

Enactment No: RES 4488-2021

8. CONDUCT OF BUSINESS

- 8A. [21-634](#)** Receive Report and Provide Direction to Staff on Comprehensive Updates to Commercial Cannabis Policy

Associate Planner Gurewitz presented the staff report on this agenda item.

Public Comment was received from Mary Rose Kaczorowski, Michelle Garcilazo, Brandy Moulton, Andrew Jordan, Jen Brown, and Jacob Patterson.

Discussion/Direction: After much discussion, the majority of the City Council agreed to allow microbusinesses in the Central Business District with a Minor Use Permit. They directed staff to proceed with the proposed ordinance for now, and to continue to look into how to measure accessory use.

This Staff Report was referred to staff.

- 8B. [21-615](#)** Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with R.E.Y. Engineers Inc. to Provide Design and Engineering Services for the 2022 Streets Rehab Project, City Project No. PWP-00120, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$175,000; Account No.421-4870-0731)

Assistant Director Engineering O'Neal presented the staff report on this agenda item.

Public Comment: None.

A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, that this Resolution be adopted. The motion carried by the following vote:

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

Enactment No: RES 4489-2021

8C. [21-617](#) Receive Report and Consider Adoption of Fort Bragg Municipal Improvement District No. 1 Resolution Accepting the Bid of Nor-Cal Pipeline Services as the Lowest Responsive Bid, Awarding the 2021 Cure-In-Place Pipe (CIPP) Project, City Project No. WWP-00023 to Nor-Cal Pipeline Services; Authorizing the District Manager to Execute Contract (Amount Not to Exceed \$192,050.00; Account No. 716-7004-0731); and Approving Budget Amendment No. 2022-14

Public Works Director Smith presented the staff report on this agenda item.

Public Comment: None.

Discussion: Councilmember noted that this is a more economical path than replacing the lines themselves. The same company has done two projects for the City, and there were no issues with either project. The expected life span of this repair is 40-50 years.

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

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

Enactment No: RES ID 459-2021

9. CLOSED SESSION

Mayor Norvell recessed the meeting at 9:47 PM; the meeting reconvened to Closed Session at 9:50 PM.

9A. [21-645](#) CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6: City Negotiator: Tabatha Miller, City Manager; Employee Organization: Fort Bragg Employee Organization

Mayor Norvell reconvened the meeting to Open Session at 10:20 PM and reported that no reportable action was taken on the Closed Session item.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 10:20 PM.

BERNIE NORVELL, MAYOR

June Lemos, MMC, City Clerk

IMAGED (_____)