



City of Fort Bragg

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

Meeting Agenda City Council

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

Monday, January 8, 2024

6:00 PM

Town Hall, 363 N. Main Street and via video
conference

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COUNCILMEMBERS PLEASE TAKE NOTICE

Councilmembers are reminded that pursuant to the Council policy regarding use of electronic devices during public meetings adopted on November 28, 2022, all cell phones are to be turned off and there shall be no electronic communications during the meeting. All e-communications such as texts or emails from members of the public received during a meeting are to be forwarded to the City Clerk after the meeting is adjourned.

ZOOM WEBINAR INVITATION

This meeting is being presented in a hybrid format, both in person at Town Hall and via Zoom.

You are invited to a Zoom webinar.

When: Jan 8, 2024 06:00 PM Pacific Time (US and Canada)

Topic: City Council Meeting

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/83382863947>

*Or Telephone: 1 669 444 9171 US (*6 mute/unmute, *9 raise hand)*

Webinar ID: 833 8286 3947

To speak during public comment portions of the agenda via zoom, please join the meeting and use the raise hand feature when the Mayor or Acting Mayor calls for public comment on the item you wish to address.

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A. [23-470](#) Presentation of Proclamation of Human Trafficking Awareness

Attachments: [04-Human Trafficking Awareness Month](#)

- 1B. [23-480](#) Presentation of Proclamation Honoring the Glass Beach Headlands Access Committee

Attachments: [05-Glass Beach Headlands Access Committee](#)

2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) 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.

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

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

WRITTEN PUBLIC COMMENTS: Written public comments received after agenda publication are forwarded to the Councilmembers as soon as possible after receipt and are available for inspection at City Hall, 416 N. Franklin Street, Fort Bragg, 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 comments that are in an unrecognized file type or too large to be uploaded to the City's agenda software application. Public comments may be submitted to City Clerk Diana Sanchez, dsanchez@fortbragg.com

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

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

- 5A. [23-487](#) Adopt City Council Resolution Revising Office Assistant (Temporary) Classification Salary Range to a 5-Step Salary Range and Reinstate the Mid-Management Senior Government Accountant Classifications on the Established Compensation Plan that Confirms Pay Rates/Ranges for All City of Fort Bragg Classifications

Attachments: [RESO Office Assistant Salary 5 Step Rate](#)

[Att 1- Exhibit A Comp Schedule](#)

- 5B. [23-488](#) Adopt Resolution of the Fort Bragg City Council Authorizing the Police Department to Add Lead Program Coordinator Special Assignment Pay to the Social Service Liaison Classification.
- Attachments:** [RESO Social Services Lead Program Coordinator](#)
- 5C. [23-489](#) Resolution of the Fort Bragg City Council Authorizing the City Manager to Sign Agreements and Funding Documents with the California Department of Transportation
- Attachments:** [RESO Caltrans Signature Authority](#)
- 5D. [23-496](#) Resolution of the Fort Bragg City Council Authorizing the City Manager to Execute the Lease Agreement with the Fort Bragg-Mendocino Coast Historical Society
- Attachments:** [Reso Lease Archives Historical Society](#)
[Office Lease Historical Society](#)
- 5E. [23-500](#) Resolution of the Fort Bragg City Council Approving Contract with Safe House for the Installation of Security Cameras at Various City Facility Locations and Authorizing City Manager to Execute Contract (Total Amount Not to Exceed \$35,850.00; Account No's. 167-7999-0799, 710-4712-0353, 521-4394-0351 and 610-4612-0351)
- Attachments:** [RESO Safe House Camera Contract](#)
- 5F. [23-512](#) Resolution of the Fort Bragg City Council Approving Funding for the City's Share of Costs for one Wildland Response Fire Engine and one Rescue Truck, and Authorizing the City Manager to Execute a Fund Transfer from the Fort Bragg Fire Authority Funds
- Attachments:** [RESO Fire Authority Equipment](#)
[Exhibit A](#)
[Exhibit B](#)
- 5G. [23-465](#) Receive and File Minutes of the September 7, 2023 Community Development Committee Meeting
- Attachments:** [09072023 CDC Approved Minutes](#)
- 5H. [23-483](#) Approve Minutes of Special Closed Session of December 11, 2023
- Attachments:** [CCM20231211 Special Closed Session](#)
[Public Comment --Item No. 5H](#)
- 5I. [23-499](#) Approve Minutes of December 11, 2023
- Attachments:** [CCM12-11-2023](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

8. CONDUCT OF BUSINESS

- 8A. [23-485](#) Receive Report on Expanding Short-Term Vacation Rental Use to Additional Commercial Zones

Attachments: [01082024 Short-Term Vacation Rental Staff Report](#)
[Land Use Map](#)
[ILUDC 18.42.190 Vacation Rental Units](#)
[Enforcement Section](#)
[Public Comment –Item No. 8A](#)
[Public Comment 8A.](#)
[Public Comment Item 8A](#)

- 8B. [23-476](#) Approval of an Amendment to the Lease Agreement with Mendocino County Humane Society to Include the Operation of the Animal Control Facility Located at 19701 Summers Lane, Fort Bragg, CA

Attachments: [01082024 Humane Society Lease Staff Report](#)
[First Amendment- Humane Society Leasehold](#)
[Att 1 - Humane Society Leasehold](#)

- 8C. [23-492](#) Adopt Joint City Council/Improvement District Board/Redevelopment Successor Agency Resolution Approving a Third Amendment to the Agreement Between the City of Fort Bragg and Jones & Mayer for the Provision of Legal Services and Authorizing the City Manager to Execute the Same

Attachments: [RESO Third Amendment Jones & Mayer](#)
[Third Amendment Jones & Mayer](#)
[Jones Mayer Contract 07082019](#)
[1st Amendment 04142021 Jones Mayer](#)
[Second Amendment Jones Mayer](#)
[Public Comment - Item No. 8C](#)

ADJOURNMENT

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

**NEXT REGULAR CITY COUNCIL MEETING:
6:00 P.M., MONDAY, JANUARY 22, 2024**

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 agenda to be posted in the City Hall notice case on January 5, 2024.

Diana Sanchez
City Clerk



City of Fort Bragg

416 N Franklin Street
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Text File

File Number: 23-470

Agenda Date: 1/8/2024

Version: 1

Status: Mayor's Office

In Control: City Council

File Type: Proclamation

Agenda Number: 1A.

Presentation of Proclamation of Human Trafficking Awareness

PROCLAMATION
HUMAN TRAFFICKING AWARENESS

WHEREAS, the United States was founded upon the principle that all people are created with the inalienable right of freedom, and added the 13th Amendment to the Constitution making slavery illegal; and

WHEREAS, slavery within the United States today is most often found in the form of human trafficking, which weakens our social fabric, increases violence and organized crime, debases our humanity; and

WHEREAS, victims of human trafficking are typically forced to work in various forms of labor exploitation including, but not limited to commercial sex acts, drug processing and distribution, and other services induced through force, fraud, or coercion; and

WHEREAS, due to its isolating nature, many individuals locally and across the globe are unaware that trafficking exists in Mendocino County and neighboring counties; and

WHEREAS, it is estimated that more than 20 million men, women, and children around the world are victims of human trafficking; and

WHEREAS, Soroptimist International Noyo Sunrise, Soroptimist International Fort Bragg, and the City of Fort Bragg are working to abolish human trafficking through education, advocacy, and collaboration.

NOW, THEREFORE, BE IT RESOLVED that the Fort Bragg City Council hereby call upon the citizens of Fort Bragg to recognize the vital role they can play in ending all forms of slavery and to support the Soroptimist International Clubs as they raise awareness through education and other efforts to stop human trafficking.

SIGNED this 8th day of January, 2024

BERNIE NORVELL, Mayor

ATTEST:

Diana Sanchez, City Clerk

JANUARY
**HUMAN
TRAFFICKING**





City of Fort Bragg

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Text File

File Number: 23-480

Agenda Date: 1/8/2024

Version: 1

Status: Mayor's Office

In Control: City Council

File Type: Proclamation

Agenda Number: 1B.

Presentation of Proclamation Honoring the Glass Beach Headlands Access Committee

PROCLAMATION

GLASS BEACH HEADLANDS ACCESS COMMITTEE

WHEREAS, the late Diana Stuart and Ginny Rorby Oesterle spearheaded the effort to stop the plan to develop Glass Beach; and

WHEREAS, filed in Superior Court on December 15, 1997, as the "Glass Beach Headlands Access Committee;" and

WHEREAS, Diana Stuart funded the prescriptive rights lawsuit; and

WHEREAS, formed the "Glass Beach Headlands Access Committee," consisting of the following members, Diana Stuart, Ginny Rorby Oesterle, Joan Curry, and Chet Boddy; and

WHEREAS, the Glass Beach Headlands Access Committee was ahead of its time by assuring the establishment of a portion of the City of Fort Bragg's coastal shoreline and naming it "Glass Beach" after the abundant sea glass created from years of dumping garbage into an area of coastline near the northern part of the town; and

WHEREAS, Glass Beach in the coming years was established as part of MacKerricher State Park and the City of Fort Bragg's Headlands Trail; and

WHEREAS, Glass Beach and the Headlands Trail are enjoyed by the residents of Fort Bragg, surrounding cities, and a multitude of visitors from around the world; and

WHEREAS, Glass Beach is a draw to many visitors and has added to the City's economy.

NOW, THEREFORE, I, Bernie Norvell, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby proclaim that the Glass Beach Headlands Access Committee be recognized for their forethought to preserve Glass Beach for present and future generations.

SIGNED this 8th day of January 2024

BERNIE NORVELL, Mayor

ATTEST:

Diana Sanchez, City Clerk



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Text File

File Number: 23-487

Agenda Date: 1/8/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5A.

Adopt City Council Resolution Revising Office Assistant (Temporary) Classification Salary Range to a 5-Step Salary Range and Reinstate the Mid-Management Senior Government Accountant Classifications on the Established Compensation Plan that Confirms Pay Rates/Ranges for All City of Fort Bragg Classifications

Approve adoption of Resolution of the Fort Bragg City Council confirming pay rates/ranges for all established City of Fort Bragg classifications reflecting the 5-Step Salary Range for the Office Assistant (Temporary) and add the Senior Government (Mid-Management) classifications.

RESOLUTION NO. ____-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL ESTABLISHING A CITY OF FORT BRAGG MASTER SALARY RATE COMPENSATION PLAN CONFIRMING PAY RATES/RANGES FOR ALL CITY OF FORT BRAGG ESTABLISHED CLASSIFICATIONS

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

WHEREAS, CalPERS requires the City to post a publicly adopted salary schedule and this approved Resolution meets these requirements; and

WHEREAS, the full salary schedule in the FY 2023/2024 budget is posted on the City's website;

WHEREAS, the Finance Department needs high-level accounting expertise to support newly promoted City Manager Isaac Whippy, who will continue to serve as the Finance Director/City Treasurer for the foreseeable future; and

WHEREAS, the City has the budget for a Senior Government Accountant position due to the cost savings of the elimination of the Government Accountant I and is currently recruiting for a Senior Government Accountant, an exempt, Mid-Management classification and has been added to the Master Salary Rate Compensation Plan to comply with California Regulations Section 570.5 as confirmed by the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the Police Department is currently employing an Office Assistant (Temporary Position) funded through a grant to assist in the operation of the Emergency Weather Shelter (EWS) which is a two-year contract effective through March 2025; and

WHEREAS, the Police Department's currently employed Office Assistant (Temporary Position) is set at the current salary schedule rate of \$20.00 per hour but the EWS grant funding authorizes a pay rate of \$21.00 an hour; and

WHEREAS, a five-step pay scale allows for selecting a starting pay that recognizes experience, qualifications, and the potential for increased hiring requirements for different departments within the City; and

WHEREAS, a five-step pay scale allows for pay increases to be available for temporary Office Assistants who return to positions during subsequent job openings or who show above average performance while in a position.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby establish a compensation plan, terms, and conditions of employment for all established classifications to include an expansion of the current Office Assistant (Temporary Position) into a five-step pay scale and the salary for Senior Government Accountant.

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby adopt the City of Fort Bragg Master Salary Rate Compensation Plan as presented in “Exhibit A” effective retroactive to December 28, 2023.

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 January 8, 2024, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

DIANA SANCHEZ
City Clerk

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/28/2023

Office Assistant (Temporary) classification salary range
Reinstate Senior Government Accountant classification

				Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Analyst (Confidential; Non-Bargaining)								
Hourly				27.24	28.61	30.04	31.54	33.12
Bi-Weekly				2,179.54	2,288.80	2,403.20	2,523.20	2,649.60
Monthly				4,722.33	4,959.07	5,206.93	5,466.93	5,740.80
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
Administrative Analyst - Police (Confidential; Non-Bargaining)								
Hourly				27.24	28.61	30.04	31.54	33.12
Bi-Weekly				2,136.80	2,288.80	2,403.20	2,523.20	2,649.60
Monthly				4,722.32	4,959.07	5,206.93	5,466.93	5,740.80
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
Administrative Assistant - Non-Confidential (FBEO)								
Hourly				25.11	26.37	27.69	29.07	30.52
Bi-Weekly				2,008.96	2,109.60	2,215.20	2,325.60	2,441.60
Monthly				4,352.82	4,570.80	4,799.60	5,038.80	5,290.13
Annual				52,233.79	54,849.60	57,595.20	60,465.60	63,481.60
Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
Assistant City Engineer (FBEO)								
Hourly				33.90	35.60	37.38	39.25	41.21
Bi-Weekly				2,712.38	2,848.00	2,990.40	3,140.00	3,296.80
Monthly				5,876.83	6,170.67	6,479.20	6,803.33	7,143.07
Annual				70,521.98	74,048.00	77,750.40	81,640.00	85,716.80
Assistant City Manager (Executive; At-Will)								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
Assistant Finance Director (Mid-Management; Non-Bargaining)								
Hourly				40.21	42.22	44.33	46.55	48.88
Bi-Weekly				3,216.67	3,377.60	3,546.40	3,724.00	3,910.40
Monthly				6,969.46	7,318.13	7,683.87	8,068.67	8,472.53
Annual				83,633.47	87,817.60	92,206.40	96,824.00	101,670.40
Assistant Planner (FBEO)								
Hourly				32.30	33.92	35.62	37.40	39.27
Bi-Weekly				2,584.27	2,713.60	2,849.60	2,992.00	3,141.60
Monthly				5,599.26	5,879.47	6,174.13	6,482.67	6,806.80
Annual				67,191.07	70,553.60	74,089.60	77,792.00	81,681.60

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/28/2023
Office Assistant (Temporary) classification salary range
Reinstate Senior Government Accountant classification

				Step 1	Step 2	Step 3	Step 4	Step 5
Associate Planner (FBEO)								
Hourly				33.45	35.12	36.88	38.72	40.66
Bi-Weekly				2,675.66	2,809.60	2,950.40	3,097.60	3,252.80
Monthly				5,797.27	6,087.47	6,392.53	6,711.47	7,047.73
Annual				69,567.26	73,049.60	76,710.40	80,537.60	84,572.80
City Clerk (Mid-Management; Non-Bargaining)								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
City Councilmember (Elected)								
Hourly								
Bi-Weekly				235.38				
Monthly				510.00				
Annual				6,120.00	Plus \$100/mo for Special District Meeting			
City Manager (Executive; At Will; Contract)								
Hourly				85.58				
Bi-Weekly				6,846.40				
Monthly				14,833.87				
Annual				178,006.40				
Code Enforcement Officer (FBEO)								
Hourly				32.30	33.92	35.62	37.40	39.27
Bi-Weekly				2,584.27	2,713.60	2,849.60	2,992.00	3,141.60
Monthly				5,599.26	5,879.47	6,174.13	6,482.67	6,806.80
Annual				67,191.07	70,553.60	74,089.60	77,792.00	81,681.60
Community Services Officer (FBPA)								
Hourly				22.72	23.86	25.05	26.30	27.62
Bi-Weekly				1,817.74	1,908.80	2,004.00	2,104.00	2,209.60
Monthly				3,938.45	4,135.73	4,342.00	4,558.67	4,787.47
Annual				47,261.34	49,628.80	52,104.00	54,704.00	57,449.60
Construction Project Manager (Mid-Management; Non-Bargaining)								
Hourly				43.24	45.40	47.67	50.05	52.55
Bi-Weekly				3,459.02	3,632.00	3,813.60	4,004.00	4,204.00
Monthly				7,494.55	7,869.33	8,262.80	8,675.33	9,108.67
Annual				89,934.62	94,432.00	99,153.60	104,104.00	109,304.00
Construction Project Manager (Temporary, Part-time, At-Will)								
				43.24	45.40	47.67	50.05	52.55
CV Starr Manager (Mid-Management, Non-Bargaining)								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/28/2023

Office Assistant (Temporary) classification salary range
Reinstate Senior Government Accountant classification

				Step 1	Step 2	Step 3	Step 4	Step 5
Director - Community Development Department (Executive; At Will)								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
Director - Finance/City Treasurer (Executive; At-Will)								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
Director of Public Works (Executive; At Will)								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
Engineering Technician (FBEO)								
Hourly				30.75	32.29	33.90	35.60	37.38
Bi-Weekly				2,460.24	2,583.20	2,712.00	2,848.00	2,990.40
Monthly				5,330.52	5,596.93	5,876.00	6,170.67	6,479.20
Annual				63,966.24	67,163.20	70,512.00	74,048.00	77,750.40
Environmental Compliance Coordinator (FBEO)								
Hourly				35.57	37.35	39.22	41.18	43.24
Bi-Weekly				2,845.39	2,988.00	3,137.60	3,294.40	3,459.20
Monthly				6,165.02	6,474.00	6,798.13	7,137.87	7,494.93
Annual				73,980.19	77,688.00	81,577.60	85,654.40	89,939.20
Finance Technician I (FBEO)								
Hourly				22.63	23.77	24.96	26.21	27.52
Bi-Weekly				1,810.70	1,901.60	1,996.80	2,096.80	2,201.60
Monthly				3,923.19	4,120.13	4,326.40	4,543.07	4,770.13
Annual				47,078.30	49,441.60	51,916.80	54,516.80	57,241.60
Finance Technician II (FBEO)								
Hourly				24.96	26.21	27.52	28.90	30.35
Bi-Weekly				1,996.75	2,096.80	2,201.60	2,312.00	2,428.00
Monthly				4,326.30	4,543.07	4,770.13	5,009.33	5,260.67
Annual				51,915.55	54,516.80	57,241.60	60,112.00	63,128.00
Finance Technician III (FBEO)								
Hourly				27.51	28.88	30.32	31.84	33.43
Bi-Weekly				2,200.75	2,310.40	2,425.60	2,547.20	2,674.40
Monthly				4,768.30	5,005.87	5,255.47	5,518.93	5,794.53
Annual				57,219.55	60,070.40	63,065.60	66,227.20	69,534.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/28/2023

Office Assistant (Temporary) classification salary range
Reinstate Senior Government Accountant classification

				Step 1	Step 2	Step 3	Step 4	Step 5
Government Accountant I (FBEO)								
Hourly				30.32	31.84	33.43	35.10	36.86
Bi-Weekly				2,425.97	2,547.20	2,674.40	2,808.00	2,948.80
Monthly				5,256.26	5,518.93	5,794.53	6,084.00	6,389.07
Annual				63,075.17	66,227.20	69,534.40	73,008.00	76,668.80
Government Accountant (Part-Time, Regular less than 20 hours weekly)								
Hourly				30.32	31.84	33.43	35.10	36.86
Bi-Weekly				1,212.98	1,273.60	1,337.20	1,404.00	1,474.40
Monthly				2,628.13	2,759.47	2,897.27	3,042.00	3,194.53
Annual				31,537.58	33,113.60	34,767.20	36,504.00	38,334.40
Grants Coordinator (FBEO, Grant Funded)								
Hourly				30.32	31.84	33.43	35.10	36.86
Bi-Weekly				2,425.97	2,547.20	2,674.40	2,808.00	2,948.80
Monthly				5,256.26	5,518.93	5,794.53	6,084.00	6,389.07
Annual				63,075.17	66,227.20	69,534.40	73,008.00	76,668.80
Housing and Economic Development Coordinator (Confidential; Non-Bargaining)								
Hourly				33.92	35.61	37.39	39.26	41.22
Bi-Weekly				2,713.20	2,848.80	2,991.20	3,140.80	3,297.60
Monthly				5,878.60	6,172.40	6,480.93	6,805.07	7,144.80
Annual				70,543.20	74,068.80	77,771.20	81,660.80	85,737.60
Human Resources Analyst (Confidential; Non-Bargaining)								
Hourly				27.24	28.61	30.04	31.54	33.12
Bi-Weekly				2,179.54	2,288.80	2,403.20	2,523.20	2,649.60
Monthly				4,722.33	4,959.07	5,206.93	5,466.93	5,740.80
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
Human Resources Manager (Mid-Management; Non-Bargaining)								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
Intern (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				18.00				
Laborer-Public Works (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				21.00				
Laborer-Water/Wastewater (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				21.00				

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/28/2023

Office Assistant (Temporary) classification salary range
Reinstate Senior Government Accountant classification

				Step 1	Step 2	Step 3	Step 4	Step 5
Maintenance Worker I - Janitor (FBEO)								
Hourly				21.22	22.28	23.39	24.56	25.79
Bi-Weekly				1,697.28	1,782.40	1,871.20	1,964.80	2,063.20
Monthly				3,677.44	3,861.87	4,054.27	4,257.07	4,470.27
Annual				44,129.28	46,342.40	48,651.20	51,084.80	53,643.20
Maintenance Worker II (FBEO)								
Hourly				24.11	25.32	26.59	27.92	29.32
Bi-Weekly				1,929.02	2,025.60	2,127.20	2,233.60	2,345.60
Monthly				4,179.55	4,388.80	4,608.93	4,839.47	5,082.13
Annual				50,154.62	52,665.60	55,307.20	58,073.60	60,985.60
Maintenance Worker III (FBEO)								
Hourly				25.32	26.58	27.91	29.31	30.78
Bi-Weekly				2,025.31	2,126.40	2,232.80	2,344.80	2,462.40
Monthly				4,388.18	4,607.20	4,837.73	5,080.40	5,335.20
Annual				52,658.11	55,286.40	58,052.80	60,964.80	64,022.40
Maintenance Worker IV (FBEO)								
Hourly				26.57	27.90	29.30	30.77	32.31
Bi-Weekly				2,125.68	2,232.00	2,344.00	2,461.60	2,584.80
Monthly				4,605.64	4,836.00	5,078.67	5,333.47	5,600.40
Annual				55,267.68	58,032.00	60,944.00	64,001.60	67,204.80
Maintenance Worker Lead (FBEO)								
Hourly				29.22	30.68	32.21	33.82	35.51
Bi-Weekly				2,337.84	2,454.40	2,576.80	2,705.60	2,840.80
Monthly				5,065.32	5,317.87	5,583.07	5,862.13	6,155.07
Annual				60,783.84	63,814.40	66,996.80	70,345.60	73,860.80
Manager-Special Projects (Mid-Management; Non-Bargaining, Grant Funded)								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
Mechanic (FBEO)								
Hourly				27.24	28.61	30.04	31.54	33.12
Bi-Weekly				2,179.54	2,288.80	2,403.20	2,523.20	2,649.60
Monthly				4,722.33	4,959.07	5,206.93	5,466.93	5,740.80
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
Office Assistant (Temporary Position)								
Hourly				20.00	21.00	22.05	23.15	24.31
Operations Manager (Mid-Management; Non-Bargaining)								
Hourly				40.97	43.02	45.17	47.43	49.80
Bi-Weekly				3,277.87	3,441.60	3,613.60	3,794.40	3,984.00
Monthly				7,102.06	7,456.80	7,829.47	8,221.20	8,632.00
Annual				85,224.67	89,481.60	93,953.60	98,654.40	103,584.00

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/28/2023

Office Assistant (Temporary) classification salary range
Reinstate Senior Government Accountant classification

				Step 1	Step 2	Step 3	Step 4	Step 5
Operations Supervisor (FBEO)								
Hourly				35.57	37.35	39.22	41.18	43.24
Bi-Weekly				2,845.39	2,988.00	3,137.60	3,294.40	3,459.20
Monthly				6,165.02	6,474.00	6,798.13	7,137.87	7,494.93
Annual				73,980.19	77,688.00	81,577.60	85,654.40	89,939.20
Planning Technician (FBEO)								
Hourly				25.11	26.37	27.69	29.07	30.52
Bi-Weekly				2,008.99	2,109.60	2,215.20	2,325.60	2,441.60
Monthly				4,352.82	4,570.80	4,799.60	5,038.80	5,290.13
Annual				52,233.79	54,849.60	57,595.20	60,465.60	63,481.60
Police Captain (Mid-Management; Non-Bargaining)								
Hourly				56.66	59.49	62.46	65.58	68.86
Bi-Weekly				4,532.88	4,759.20	4,996.80	5,246.40	5,508.80
Monthly				9,821.24	10,311.60	10,826.40	11,367.20	11,935.73
Annual				117,854.88	123,739.20	129,916.80	136,406.40	143,228.80
Police Chief (Executive; At Will)								
Hourly				74.68	78.42	82.34	86.46	90.78
Bi-Weekly				5,974.75	6,273.60	6,587.20	6,916.80	7,262.40
Monthly				12,945.30	13,592.80	14,272.27	14,986.40	15,735.20
Annual				155,343.55	163,113.60	171,267.20	179,836.80	188,822.40
Police Chief/Assistant City Manager (Executive; At Will)								
Hourly				78.41	82.33	86.45	90.77	95.31
Bi-Weekly				6,272.80	6,586.40	6,916.00	7,261.60	7,624.80
Monthly				13,591.07	14,270.53	14,984.67	15,733.47	16,520.40
Annual				163,092.80	171,246.40	179,816.00	188,801.60	198,244.80
Police Sergeant Intermediate POST (FBPA)								
Hourly				42.93	45.08	47.33	49.70	52.19
Bi-Weekly				3,434.43	3,606.40	3,786.40	3,976.00	4,175.20
Monthly				7,441.27	7,813.87	8,203.87	8,614.67	9,046.27
Annual				89,295.23	93,766.40	98,446.40	103,376.00	108,555.20
Police Sergeant Intermediate POST - Acting (FBPA, Temporary)								
Hourly				42.93	45.08	47.33	49.70	52.19
Bi-Weekly				3,434.43	3,606.40	3,786.40	3,976.00	4,175.20
Monthly				7,441.27	7,813.87	8,203.87	8,614.67	9,046.27
Annual				89,295.23	93,766.40	98,446.40	103,376.00	108,555.20
Police Sergeant Advance POST (FBPA)								
Hourly				45.39	47.66	50.04	52.54	55.17
Bi-Weekly				3,631.37	3,812.80	4,003.20	4,203.20	4,413.60
Monthly				7,867.96	8,261.07	8,673.60	9,106.93	9,562.80
Annual				94,415.57	99,132.80	104,083.20	109,283.20	114,753.60

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/28/2023

Office Assistant (Temporary) classification salary range
Reinstate Senior Government Accountant classification

				Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer Basic POST (FBPA)								
Hourly				33.42	35.09	36.84	38.68	40.61
Bi-Weekly				2,673.88	2,807.20	2,947.20	3,094.40	3,248.80
Monthly				5,793.41	6,082.27	6,385.60	6,704.53	7,039.07
Annual				69,520.88	72,987.20	76,627.20	80,454.40	84,468.80
Police Officer Intermediate POST (FBPA)								
Hourly				35.09	36.85	38.69	40.62	42.65
Bi-Weekly				2,807.37	2,948.00	3,095.20	3,249.60	3,412.00
Monthly				6,082.63	6,387.33	6,706.27	7,040.80	7,392.67
Annual				72,991.57	76,648.00	80,475.20	84,489.60	88,712.00
Police Officer Advance POST (FBPA)								
Hourly				36.81	38.65	40.58	42.61	44.74
Bi-Weekly				2,944.98	3,092.00	3,246.40	3,408.80	3,579.20
Monthly				6,380.78	6,699.33	7,033.87	7,385.73	7,754.93
Annual				76,569.38	80,392.00	84,406.40	88,628.80	93,059.20
Police Recruit (1040 hours; FBPA)								
Hourly				28.72				
Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)								
Hourly				18.00				
Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Senior Government Accountant (Mid-Management; Non-Bargaining)								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
Social Services Liaison-Crisis Worker (Non-Bargaining, Grant-Funded Position)								
Hourly				31.95	33.55	35.23	36.99	38.84
Bi-Weekly				2,556.00	2,684.00	2,818.40	2,959.20	3,107.20
Monthly				5,538.00	5,815.33	6,106.53	6,411.60	6,732.27
Annual				66,456.00	69,784.00	73,278.40	76,939.20	80,787.20
Special Investigator Basic POST (FBPA)								
Hourly				35.09	36.85	38.69	40.62	42.65
Bi-Weekly				2,807.37	2,948.00	3,095.20	3,249.60	3,412.00
Monthly				6,082.63	6,387.33	6,706.27	7,040.80	7,392.67
Annual				72,991.57	76,648.00	80,475.20	84,489.60	88,712.00

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/28/2023

Office Assistant (Temporary) classification salary range
Reinstate Senior Government Accountant classification

				Step 1	Step 2	Step 3	Step 4	Step 5
Special Investigator Intermediate POST (FBPA)								
Hourly				36.84	38.69	40.62	42.65	44.78
Bi-Weekly				2,947.45	3,095.20	3,249.60	3,412.00	3,582.40
Monthly				6,386.14	6,706.27	7,040.80	7,392.67	7,761.87
Annual				76,633.65	80,475.20	84,489.60	88,712.00	93,142.40
Special Investigator Advanced POST (FBPA)								
Hourly				38.66	40.59	42.62	44.75	46.99
Bi-Weekly				3,092.47	3,247.20	3,409.60	3,580.00	3,759.20
Monthly				6,700.36	7,035.60	7,387.47	7,756.67	8,144.93
Annual				80,404.27	84,427.20	88,649.60	93,080.00	97,739.20
Systems Analyst - Lead (Mid-Management; Non-Bargaining)								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
Systems Analyst (Confidential; Non-Bargaining)								
Hourly				30.32	31.84	33.43	35.10	36.86
Bi-Weekly				2,425.97	2,547.20	2,674.40	2,808.00	2,948.80
Monthly				5,256.26	5,518.93	5,794.53	6,084.00	6,389.07
Annual				63,075.17	66,227.20	69,534.40	73,008.00	76,668.80
Systems Technician (FBEO)								
Hourly				23.27	24.43	25.65	26.93	28.28
Bi-Weekly				1,861.30	1,954.40	2,052.00	2,154.40	2,262.40
Monthly				4,032.81	4,234.53	4,446.00	4,667.87	4,901.87
Annual				48,393.70	50,814.40	53,352.00	56,014.40	58,822.40
Treatment Plant Operator-in-Training (FBEO)								
Hourly				20.68	21.71	22.80	23.94	25.14
Bi-Weekly				1,654.03	1,736.80	1,824.00	1,915.20	2,011.20
Monthly				3,583.74	3,763.07	3,952.00	4,149.60	4,357.60
Annual				43,004.83	45,156.80	47,424.00	49,795.20	52,291.20
Treatment Plant Operator I (FBEO)								
Hourly				25.66	26.95	28.30	29.72	31.21
Bi-Weekly				2,053.06	2,156.00	2,264.00	2,377.60	2,496.80
Monthly				4,448.29	4,671.33	4,905.33	5,151.47	5,409.73
Annual				53,379.46	56,056.00	58,864.00	61,817.60	64,916.80
Treatment Plant Operator II (FBEO)								
Hourly				26.96	28.31	29.73	31.22	32.78
Biweekly				2,156.69	2,264.80	2,378.40	2,497.60	2,622.40
Monthly				4,672.82	4,907.07	5,153.20	5,411.47	5,681.87
Annual				56,073.89	58,884.80	61,838.40	64,937.60	68,182.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/28/2023

Office Assistant (Temporary) classification salary range
Reinstate Senior Government Accountant classification

				Step 1	Step 2	Step 3	Step 4	Step 5
Treatment Plant Operator - Wastewater, Lead (FBEO)								
Hourly				31.00	32.55	34.18	35.89	37.68
Biweekly				2,479.82	2,604.00	2,734.40	2,871.20	3,014.40
Monthly				5,372.95	5,642.00	5,924.53	6,220.93	6,531.20
Annual				64,475.42	67,704.00	71,094.40	74,651.20	78,374.40
Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)								
Hourly				32.55	34.18	35.89	37.68	39.56
Biweekly				2,603.86	2,734.40	2,871.20	3,014.40	3,164.80
Monthly				5,641.69	5,924.53	6,220.93	6,531.20	6,857.07
Annual				67,700.26	71,094.40	74,651.20	78,374.40	82,284.80



City of Fort Bragg

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

Text File

File Number: 23-488

Agenda Date: 1/8/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5B.

Adopt Resolution of the Fort Bragg City Council Authorizing the Police Department to Add Lead Program Coordinator Special Assignment Pay to the Social Service Liaison Classification.

Approve to adopt the Resolution of the Fort Bragg City Council establishing the Lead Program Coordinator Special Assignment Pay to the Social Services Liaison classification.

RESOLUTION NO. XX-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING THE POLICE DEPARTMENT TO ADD A SPECIAL ASSIGNMENT PAY TO THE SOCIAL SERVICE LIAISON POSITION DESIGNATING ONE OF THE LIAISONS AS A LEAD PROGRAM COORDINATOR

WHEREAS, the Fort Bragg Police Department Care Response Unit continues to be an effective tool at maintaining public safety and increasing public health; and

WHEREAS, the Care Response Unit has expanded to include Project Right Now and several subcontractors working as Success Coaches; and

WHEREAS, the continued expansion of the program and the number of staff associated with it represents an increased administrative workload; and

WHEREAS, grant funding is available to finance the special assignment pay at no additional costs to the City; and

WHEREAS, the Social Service Liaison position is classified as a non-bargaining grant funded position indicating they do not operate under any current labor union contract; and

WHEREAS, the Police Department routinely uses special assignment pay categories to compensate employees who are working beyond their basic job duties;

WHEREAS, the Police Department already has a policy in place for the selection process and assignment of special pay categories;

WHEREAS, the assignment of a Lead Program Coordinator will allow a reduction in Management and Executive staff time related to the Care Response Unit;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby authorize the Chief of Police to assign a Social Service Liaison as a Lead Program Coordinator with an additional pay incentive of 10% for as long as the employee serves in that position and for as long as the position remains grant funded.

The above and foregoing Resolution was introduced by the above and foregoing 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 January 8, 2024, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

DIANA SANCHEZ
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: 23-489

Agenda Date: 1/8/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

Resolution of the Fort Bragg City Council Authorizing the City Manager to Sign Agreements and Funding Documents with the California Department of Transportation

This resolution is replacing a 2016 resolution that the current processing agent at Caltrans found to be too project specific and requested a more generalized signatory authority.

RESOLUTION NO. ____-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENTS AND FUNDING DOCUMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Fort Bragg is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds may be claimed; and

WHEREAS, the City wishes to delegate authority to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and Fund Transfer Agreements with the California Department of Transportation to the City Manager.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby authorize the City Manager to execute these agreements and any amendments thereto with the California Department of Transportation.

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 8th day of January 2024, by the following vote:

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

BERNIE NORVELL,
Mayor

ATTEST:

DIANA SANCHEZ
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: 23-496

Agenda Date: 1/8/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5D.

Resolution of the Fort Bragg City Council Authorizing the City Manager to Execute the Lease Agreement with the Fort Bragg-Mendocino Coast Historical Society

RESOLUTION NO. ____-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT WITH THE FORT BRAGG-MENDOCINO COAST HISTORICAL SOCIETY

WHEREAS, the City of Fort Bragg is the owner of the building commonly known as the old City Recreation Gym, located at 416 North Franklin Street, Fort Bragg California; and

WHEREAS, the City entered into a lease agreement with the Mendocino Coast Historical Society for office space in the old City Recreation Gym initially in April 2011; and

WHEREAS, the most current lease between the City and Mendocino Coast Historical Society for office space in the old City Recreation Gym expired in May 2023; and

WHEREAS, the Historical Society desires to continue the lease agreement with the City for the office space and archival storage for an additional five years; and

WHEREAS, this is not subject to the Surplus Land Act because it is not a lease of land on which demolition or redevelopment will occur.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FORT BRAGG FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

1. The foregoing Recitals are true and correct and incorporated herein as findings and determinations.
2. Furthermore, the Fort Bragg City Council does hereby authorize the City Manager to execute a 5-year lease agreement with the Fort Bragg-Mendocino Coast Historical Society.

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 8th day of January 2024, by the following vote:

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

Bernie Norvell
Mayor

ATTEST:

Diana Sanchez
City Clerk

OFFICE SPACE LEASE AGREEMENT

This Office Space Lease (this “**Lease**”) is made and entered into as of this ____ day of _____, 2024, by and between the City of Fort Bragg, a municipal corporation (“**Landlord**”) and Fort Bragg Mendocino Coast Historical Society, Inc., A California public benefit corporation (“**Tenant**”). Landlord and Tenant are hereafter collectively referred to as the “**Parties**.”

RECITALS

A. The Landlord is the owner of real property located at 416 N. Franklin Street, Fort Bragg, CA., (the “**Property**”).

B. The Property includes rentable office space (the “**Premises**”), as depicted in Exhibit A attached hereto and incorporated herein by this reference.

C. The Tenant desires to lease the Premises from the Landlord, and the Landlord desires to lease the Premises to the Tenant conditioned upon the terms therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and the Tenant hereby agree as follows:

ARTICLE 1.

BASIC LEASE PROVISIONS

1.1 **Landlord’s contact information:** Isaac Whippy, City Manager, City of Fort Bragg, 416 North Franklin Street, Fort Bragg, CA 95437

1.2 **Tenant’s contact information:** Fort Bragg – Mendocino Coast Historical Society, David R. Maki, President, PO Box 71, Fort Bragg, CA 95437

1.3 **Rented Area:** More particularly described as the area shown in Exhibit A, attached.

1.4 **Commencement Date:** _____

1.5 **Term:** Five (5) years.

1.6 **Expiration Date:** The last day of the month in which the Term ends.

1.7 **Option(s) to Extend Term:** Either party may request a Lease Extension upon a written 30 day notice to the other party. Landlord retains the right to deny or approve any extension request.

1.8 **Rent:** \$50 per month.

1.9 **Security Deposit:** N/A
Cleaning/Repair Deposit: N/A

1.10 **Permitted Uses:** Office and archive space for Fort Bragg - Mendocino Coast Historical Society.

- 1.11 **Parking:** No reserved parking. Parking is "On-Street" or in the parking lot on a "first come, first served" basis.

ARTICLE II. DEFINITIONS

Definitions. As used in this Lease, the following terms shall have the definitions set forth below. Additional terms are defined in the remainder of this Lease.

2.1 **Additional Rent** means any amount of rent beyond the "Rent" as described in section 1.8 that Tenant is required to pay Landlord (e.g., late fees, or administrative charges), pursuant to this Lease.

2.2 **Alterations** means any decorations, modifications, additions or improvements made in, on, about, under or contiguous to the Premises by or for the benefit of Tenant including but not limited to, telecommunications and/or data cabling, lighting, HVAC and electrical fixtures, pipes and conduits, partitions, cabinetwork and carpeting.

2.3 **Commencement Date** is the date set forth in Section 1.4, and means the date upon which (i) Tenant shall be permitted to occupy the Premises for the conduct of Tenant's operations, and (ii) The date upon which Tenant's obligation to pay Rent shall commence.

2.4 **Premises** means the rented premises shown on Exhibit A.

2.5 **Property** means real property located at 416 N. Franklin Street, Fort Bragg, CA.

2.6 **Rent** means the monthly amount (in dollars) to be paid by Tenant to Landlord, pursuant to section 1.8

2.7 **Term** means the term of this Lease as set forth in Section 1.5 as such may be modified pursuant to the terms hereof.

ARTICLE III PREMISES AND TERM

3.1 Leased Premises. Subject to and upon the terms and conditions set forth herein, Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord. The Premises consist of an archival area as depicted in the diagram attached hereto as Exhibit A. Tenant acknowledges that Landlord has made no representation or warranty regarding the condition of the Premises or the Property except as specifically stated in this Lease. The Parties agree that based upon their own inspection and estimates, the estimated square footage of the Premises is 469 square feet. Tenant and Landlord hereby stipulate and agree that the square footage of the Premises is as stated herein, notwithstanding any minor variations in measurement or other minor variations that may have occurred in the calculation thereof.

3.2 Term and Commencement. The Term of this Lease shall commence on the Commencement Date, and unless sooner terminated as provided herein, the Term shall be for

the period set forth in Section 1.5 as the same may be extended by an amendment to this Lease duly signed by both parties.

3.3 No Representations. Tenant acknowledges that neither Landlord nor any of Landlord's agents has made any representation or warranty as to the suitability or fitness of the Premises for the conduct of Tenant's business, and that neither Landlord nor any agent of Landlord has agreed to undertake any alterations or additions or to construct any tenant improvements to the Premises except as expressly provided in this Lease.

ARTICLE IV

RENT, OPERATING EXPENSES, AND DEPOSITS

4.1 Monthly Rent. From and after the Commencement Date, Tenant shall pay to Landlord for each month of the Term, the Monthly Rent set forth in Section 1.8. Each monthly installment of Rent shall be due and payable to Landlord in advance, on the first (1st) day of each month during the Term, without abatement, deduction, claim or offset except as otherwise expressly provided herein, and without prior notice, invoice or demand, at Landlord's address or such other place as Landlord may designate from time to time.

4.2 Late Charge. Tenant acknowledges that the late payment of Rent will cause Landlord to incur administrative costs and other damages, the exact amount of which would be impracticable or extremely difficult to ascertain. Landlord and Tenant agree that if Landlord does not receive any such payment within five (5) calendar days after such payment is due, Tenant shall pay to Landlord as Additional Rent an amount equal to five percent (5%) of the overdue amount as a late charge for each month that such amount remains unpaid. The Parties acknowledge that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. All payments received shall be applied to overdue amounts first. Acceptance of any late payment and/or late charge therefore shall not prevent Landlord from exercising any of the other rights and remedies available to Landlord for any other event of default under this Lease.

ARTICLE V

USE OF PREMISES

5.1 Permitted Use. The Premises shall be used solely for the purposes set forth in Section 1.10 ("Permitted Use") and for no other purpose without written consent of Landlord, which may be granted or withheld in Landlord's sole discretion. Tenant shall not do or permit anything to be done in or about the Premises or the Property, nor bring or keep anything therein that would in any way subject Landlord to liability, increase the premium rate of or affect any fire, casualty, rent or other insurance relating to the Property or any of the contents of the Premises, or cause a cancellation of, or give rise to any defense by an insurer to any claim under, or conflict with, any policies for such insurance. If any act or omission of Tenant results in an increase in premiums, Tenant shall pay to Landlord upon demand the amount of such increase.

5.2 Signage. Tenant shall obtain the prior approval of the Landlord, which approval may be withheld in Landlord's reasonable discretion before placing any sign or symbol on doors or windows or elsewhere in or about the Premises so as to be visible from the public areas or exterior of the Property, or upon any other part of the Property, including building directories. Any signs or symbols which have been placed without Landlord's approval may be removed by Landlord. Upon expiration or termination of this Lease, all signs installed by Tenant shall be removed and

any damage resulting therefrom shall be promptly repaired by Tenant, or such removal and repair may be done by Landlord and the cost charged to Tenant as Additional Rent.

5.3 Repairs and Replacements. Tenant shall repair and maintain the Premises, including tenant improvements, fixtures and furnishings in good order and repair, and Tenant shall, at Tenant's sole expense make all repairs, replacements, alterations, or improvements to the extent triggered by or relate to (i) Tenant's particular use of the Premises, and/or (ii) any improvements or alterations made by or on behalf of Tenant to the Premises. If Tenant fails to maintain or keep the Premises in good repair, at Landlord's option, Landlord may, after providing Tenant no less than thirty (30) days' prior written notice, perform any such required maintenance and repairs and Tenant shall pay Landlord's costs incurred in connection with such repairs, plus a percentage of such costs sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs and expenses in connection therewith.

5.4 Parking. Tenant parking is "on-street" and is a "first-come, first served" basis.

ARTICLE VI ALTERATIONS AND ADDITIONS

6.1 Alterations and Improvements. Tenant may not make any Alterations to the Property or Premises without the prior written approval of Landlord. Any Landlord-approved alterations shall be done at Tenant's expense, in a good and workmanlike manner, in conformity with plans and specifications reviewed and approved by Landlord, and in compliance with all applicable laws. Tenant shall obtain all necessary governmental approvals and permits for such alterations. Tenant shall give Landlord not less than ten (10) business days' notice prior to the commencement of construction so that Landlord may post a notice of nonresponsibility on the Premises. In no event shall any alteration, without the prior written consent of Landlord:

- (i) affect the exterior of the Property,
- (ii) affect any structural portion of the Property, including without limitation, the roof,
- (iii) require any change to the basic floor plan of the Premises or any change to the structural or mechanical components of the Premises,
- (iv) diminish the value of the Premises,
- (v) result in an increase in demand for building services or utilities,
- (vi) cause an increase in the premiums for hazard or liability insurance carried by Landlord, or
- (vii) overload the floor load capacity or unduly burden the plumbing, heating, ventilation, air conditioning, electrical or other basic systems that serve the Property.

6.2 Liens. Tenant shall not permit any mechanics', materialmen's or other liens, to be filed against the Property or against Tenant's leasehold interest in the Premises. Landlord has the right at all times to post and keep posted on the Premises any notice that it considers necessary for protection from such liens. If Tenant fails to cause the release of record of any lien(s) filed against the Premises or Tenant's leasehold estate therein, by payment or posting of a proper bond within ten (10) days from the date of the lien filing(s), then Landlord may, at Tenant's expense, cause such lien(s) to be released by any means Landlord deems proper, including but not limited to payment of or defense against the claim giving rise to the lien(s). All sums reasonably disbursed, deposited or incurred by Landlord in connection with the release of the lien(s), including but not limited to all costs, expenses and attorney's fees, shall be due and payable by Tenant to Landlord as Additional Rent on demand by Landlord.

ARTICLE VII

INSURANCE AND INDEMNITY

7.1 Indemnity. To the fullest extent permitted by law, Tenant shall defend (with counsel reasonably acceptable to Landlord), indemnify and hold Landlord and its officers, officials, employees and agents ("Indemnitees") harmless from and against any and all claims arising out of or relating directly or indirectly to this Lease or the Premises ("Claims"), including without limitation, Claims for or relating to loss of or damage to property, injury or death of any person, and economic losses and consequential or resulting damage of any kind, including any Claim arising from or in connection with or in any way attributable to: (i) the use or occupancy, or manner of use or occupancy of the Premises or the Property by Tenant or any invitee, guest or licensee of Tenant, (ii) any act, error, omission or negligence of Tenant or Tenant Parties or any invitee, guest or licensee of Tenant in, on or about the Property including without limitation Claims which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, any act or omission of Tenant, (iii) any activity, work, or thing done, omitted, permitted, allowed or suffered by Tenant or Tenant Parties in, at, or about the Premises or the Property, or (iv) any breach or default in performance of any obligation on Tenant's part in the performance of any covenant or agreement to be performed under this Lease, except to the extent caused by the sole gross negligence or willful misconduct of the Indemnitees. The provisions of this section shall not be construed or interpreted as restricting, limiting or modifying Tenant's insurance obligations under this Lease and are independent of such obligations. Tenant's compliance with insurance requirements set forth in this Lease shall not restrict, limit or modify Tenant's indemnification obligations hereunder. The provisions of this section shall survive the expiration or earlier termination of this Lease.

7.2 Tenant's Insurance. Tenant shall, at its sole expense, procure and maintain throughout the Term (plus any later periods where Tenant may be in occupancy of the Premises) all of the insurance coverages, of the type and amounts as described in Exhibit B, attached.

ARTICLE VIII

ASSIGNMENT AND SUBLETTING

8.1 Landlord's Consent Required. Tenant shall not directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, assign, mortgage, pledge, encumber or otherwise transfer this Lease, or permit all or any part of the Premises to be subleased or used or occupied for any purpose by anyone other than Tenant without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Any assignment or sublease without Landlord's prior written consent shall, at Landlord's option, be void and shall constitute an event of default entitling Landlord to terminate this Lease and to exercise all other remedies available to Landlord under this Lease and at law.

8.2 No Release of Obligations. The consent by Landlord to an assignment or subletting hereunder shall not relieve Tenant or any assignee or subtenant from the requirement of obtaining Landlord's express prior written consent to any other or further assignment or subletting. No subtenant may assign its sublease, or further sublet its subleased premises, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Neither an assignment or subletting nor the collection of rent by Landlord from any person other than Tenant shall be deemed a waiver of any of the provisions of this Article or release Tenant from its obligations to comply with this Lease, and Tenant shall remain fully and primarily liable for all of Tenant's obligations under this Lease.

ARTICLE IX
DAMAGE AND DESTRUCTION

9.1 Repair and Restoration; Termination Rights. If all or part of the Premises is damaged by fire or other casualty, such that access to or use and occupancy of the Premises is materially impaired, within forty-five (45) days of the date of the damage, Landlord shall notify Tenant of the estimated time, in Landlord's reasonable judgment, required for repair or restoration ("**Repair Period**"). If the estimated Repair Period is one hundred eighty (180) days or less, Landlord shall proceed promptly and diligently to repair or restore the Premises or the portion of the Premises necessary for Tenant's occupancy, and this Lease shall remain in effect, except that for the time unusable, Tenant shall receive a Rent abatement for that part of the Premises rendered unusable in the conduct of Tenant's business. If the estimated Repair Period is in excess of one hundred eighty (180) days from the date of the casualty, Landlord, at its option, shall either (a) commence to repair the damage, in which case this Lease shall continue in full force and effect, or (b) terminate this Lease as of the date specified by Landlord in a notice of termination, and this Lease shall terminate on the date specified in the notice.

9.2 Damage Near End of Term. Notwithstanding anything to the contrary set forth in this Article, if the Premises are damaged during the last three (3) months of the Term, Landlord and Tenant shall each have the option to terminate this Lease by giving written notice to the other of the exercise of that option within thirty (30) days after the damage or destruction, and this Lease shall terminate as of the date specified in such notice which shall be not before the date of such notice nor more than 30 days after the date of such notice.

9.3 Rent Apportionment. If Landlord or Tenant elects to terminate this Lease under this Article IX, Tenant shall pay Rent, prorated on a per diem basis and paid up to the date of the casualty. If the Premises are wholly untenable and this Lease is not terminated, Rent shall abate on a per diem basis from the date of the casualty until Premises are ready for occupancy by Tenant or the default is cured. If part of the Premises are untenable, Rent shall be prorated on a per diem basis and abated in proportion to the portion of the Premises which is unusable until the damaged part is ready for Tenant's occupancy. Notwithstanding the foregoing, if any damage was caused by the gross negligence or willful misconduct of Tenant, its employees or agents, then, in such event, Tenant agrees that Rent shall not abate or be diminished.

9.4 Waiver of Statutory Provisions. The provisions of this Lease, including those in this Article IX, constitute an express agreement between Landlord and Tenant that applies in the event of any damage to the Premises or Property. Tenant, therefore, fully waives the provisions of any statute or regulation, including California Civil Code §§ 1932(2) and 1933(4), relating to any rights or obligations concerning any such casualty.

ARTICLE X
SURRENDER OF PREMISES; HOLDING OVER

10.1 Surrender of Premises. On expiration of this Lease, Tenant shall surrender the Premises in the same condition as when the Term commenced, ordinary wear and tear excepted. Except for furniture, equipment and trade fixtures (other than those which are affixed to the Premises so that they cannot be removed without material damage to the Premises) all alterations, additions or improvements made in or upon the Premises, either by Landlord or Tenant, may, at Landlord's election, become Landlord's property without compensation to Tenant; provided that, upon reasonable written request of Landlord, Tenant shall, at its expense and without delay, remove

any alterations, additions or improvements (including, without limitation, all telecommunications equipment and cabling, and all alterations and improvements made by Tenant after the Commencement Date) made to the Premises by Tenant and designated by Landlord to be removed, and shall repair any damage to the Premises caused by such removal. If Tenant fails to complete such removal or to repair the Premises, Landlord may complete such removal and repair, and Tenant shall reimburse Landlord therefor. If Tenant fails to remove such property as required under this Lease, Landlord may dispose of such property in its sole discretion without any liability to Tenant, and further may charge the cost of any such disposition to Tenant.

10.2 Hold Over Tenancy. If Tenant remains in possession of the Premises after expiration or earlier termination of this Lease, Tenant shall be deemed, at Landlord's option, to occupy the Premises as a tenant from month-to-month. During such tenancy (and prior to any termination by Landlord), Tenant agrees to pay Landlord, monthly in advance, an amount equal to the greater of (i) the then fair market rental (as reasonably determined by Landlord) for the Premises, or (ii) one hundred thirty percent (130%) of the Rent which would become due the last month of the Term, together with all other amounts payable by Tenant to Landlord under this Lease. Except as provided in the preceding sentence, such month-to-month tenancy shall be on the same terms and conditions of this Lease except that any rights or options pertaining to additional space shall be deemed to be terminated and shall be inapplicable thereto. Landlord's acceptance of Rent after such holding over with Landlord's written consent shall not result in any other tenancy or in a renewal of the initial term of this Lease. If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease without Landlord's written consent, Tenant's continued possession shall be on the basis of a tenancy at sufferance and Tenant shall pay Rent during the holdover period in an amount equal to the greater of (i) one hundred fifty percent (150%) of the then fair market rental (as reasonably determined by Landlord) for the Premises, or (ii) two hundred percent (200%) of the Rent which would become due the last month of the Term, together with all other amounts payable by Tenant to Landlord.

ARTICLE XI

LANDLORD'S RESERVED RIGHTS.

11.1 Rights Reserved to Landlord. Without notice and without liability to Tenant, and without effecting an eviction or disturbance of Tenant's use or possession, Landlord shall have the right to (i) make changes in the legal status of the Premises or the Property as Landlord shall deem appropriate in its sole discretion, provided such changes do not substantially interfere with Tenant's use of the Premises for the Permitted Use; (ii) enter the Premises at reasonable times and with reasonable advance notice (and at any time in the event of an emergency), to inspect or repair the Premises and to perform any acts related to safety, protection, or improvement of the Premises; (iii) install and maintain signs on and in the Premises and the Property; and (iv) make such rules and regulations as, in the reasonable judgment of Landlord, may be needed from time to time for the safety of the tenants, the care and cleanliness of the Premises and the Property and the preservation of good order therein. Landlord shall at all times retain a key with which to unlock all of the doors in the Premises, except Tenant's vaults and safes. If an emergency necessitates immediate access to the Premises, Landlord may use whatever force is necessary to enter the Premises and any such entry to the Premises shall not constitute a forcible or unlawful entry into the Premises, a detainer of the Premises or an eviction of Tenant from the Premises or any portion thereof.

ARTICLE XII

DEFAULT AND REMEDIES

12.1 Tenant's Default. It shall be an “**Event of Default**” hereunder if Tenant shall:

(a) fail to pay when due any annual installment of Rent, or fail to pay any other amount owed by Tenant to Landlord under this Lease as and when due and such failure continues for five (5) days following written notice thereof to Tenant by Landlord;

(b) fail to provide any certificate, instrument or assurance as required by this Lease if the failure continues for ten (10) days after written notice of the failure to Tenant;

(c) make a general assignment for the benefit of its creditors or file a petition for bankruptcy or other reorganization, liquidation, dissolution or similar relief or have a proceeding filed against Tenant seeking any relief mentioned in this subsection (c) which is not discharged within sixty (60) days thereafter;

(d) abandon or vacate the Premises for more than three (3) consecutive months;

(e) assign this Lease or sublease any portion of the Premises in violation of Article XIII; or

(f) fail to comply with any other provision of this Lease in the manner required hereunder and such failure continues for thirty (30) days after written notice thereof to Tenant by Landlord (or if the noncompliance cannot by its nature be cured within the 30-day period, if Tenant fails to commence to cure such noncompliance within the 30-day period and thereafter diligently prosecute such cure to completion).

12.2 Remedies on Default. Upon the occurrence of an Event of Default, Landlord shall have the right to pursue any one or more of the following remedies in addition to any other remedies now or later available to Landlord at law or in equity. These remedies are not exclusive but instead are cumulative.

(a) Continue Lease. Landlord may continue this Lease in full force and effect. In such case, so long as Landlord does not terminate Tenant's right to possession, this Lease will continue in effect and Landlord shall have the right to collect Rent when due, and may undertake efforts to relet the Premises, or any part of them, to third parties for Tenant's account. Tenant shall be liable to Landlord for all reasonable costs Landlord incurs in reletting the Premises including without limitation, expenses of remodeling the Premises required by the reletting. Tenant shall pay to Landlord the Rent due under this Lease on the date the Rent is due, less the Rent Landlord receives from any reletting. No act by Landlord allowed by this Section shall terminate this Lease unless Landlord terminates Tenant's right to possession. After an Event of Default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent, Tenant shall have the right to assign or sublet its interest in this Lease, but Tenant shall not be released from liability.

(b) Terminate Lease. Landlord may terminate this Lease and Tenant's right to possession of the Premises at any time following an Event of Default. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance or efforts to relet the Premises shall not constitute a termination of Tenant's right to possession. On termination, Landlord shall have the right to recover from Tenant all of the following:

(i) The amount of any unpaid Rent that had been earned at the time of termination of this Lease;

(ii) The amount of unpaid Rent that would have been earned after the date of termination of this Lease less any amount of the unpaid Rent that Tenant proves could have been reasonably avoided;

(iii) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform obligations under this Lease, including, without limitation, expenses of remodeling the Premises for a new tenant, and any special concessions made to obtain a new tenant; and

(iv) Any other amounts, in addition to or in lieu of those listed above that may be permitted by law.

12.3 Landlord's Default. Landlord's failure to perform any of its obligations under this Lease shall constitute a Landlord Event of Default hereunder if the failure continues for thirty (30) days after written notice of the failure from Tenant to Landlord. If the required performance cannot be completed within thirty (30) days, Landlord's failure to perform shall not constitute a Landlord Event of Default if Landlord undertakes to cure the failure within such thirty (30) day period and diligently and continuously attempts to complete the cure as soon as reasonably possible. Tenant waives any right to terminate this Lease and to vacate the Premises upon Landlord's default under this Lease. Tenant's sole remedy on Landlord's default is an action for damages or injunctive or declaratory relief.

ARTICLE XIII MISCELLANEOUS

13.1 No Waiver. No receipt and retention by Landlord of any payment tendered by Tenant in connection with this Lease shall constitute an accord and satisfaction, or a compromise or other settlement, notwithstanding any accompanying statement, instruction or other assertion to the contrary unless Landlord expressly agrees to an accord and satisfaction, or a compromise or other settlement, in a separate writing duly executed by Landlord. Landlord will be entitled to treat any such payments as being received on account of any item or items of Rent, interest, expense or damage due in connection herewith, in such amounts and in such order as Landlord may determine at its sole option. Any waiver of any condition or provision set forth in this Lease shall not be deemed a waiver of any subsequent breach of such condition or provision or of any other condition or provision, nor shall any such waiver be deemed a continuing waiver.

13.2 Severability. The Parties intend this Lease to be legally valid and enforceable in accordance with all of its terms to the fullest extent permitted by law. If an arbitrator or a court of competent jurisdiction holds any provision hereof to be invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses, or portions of them, shall not be affected unless an essential purpose of this Lease would be defeated by loss of the invalid or unenforceable provision.

13.3 Governing Law; Venue; Construction. This Lease shall be construed according to the laws of the State of California without regard to principles of conflict of laws. Any action or proceeding that relates to, or arises from, this Lease shall be brought in a state court of competent jurisdiction located in Mendocino County. The captions used for the Sections and Articles of this Lease have

been inserted for convenience only and shall not be used to alter or interpret the content of this Lease.

13.4 Binding Effect; Survival. The covenants, conditions, warranties and agreements contained in this Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The representations and warranties of Landlord and Tenant and the indemnification obligations of Landlord and Tenant set forth herein shall survive the expiration or termination of this Lease as shall all other provisions hereof which are intended to survive such expiration or termination.

13.5 Time. Time is of the essence of each provision of this Lease.

13.6 Entire Agreement; Amendments. This Lease and Exhibits A and B, attached hereto and incorporated herein by this reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between Landlord and Tenant pertaining to the lease of the Premises and supersedes all prior and contemporaneous understandings or agreements of the parties. This Lease may not be amended or modified except in a writing signed by both Parties.

13.7 Notices. All notices delivered pursuant to this Lease shall be in writing and delivered to Landlord or Tenant at the applicable address designated in Section 1.1 or to such other address as may hereafter be designated by either party by written notice delivered to the other party in accordance with this Section. Such notices shall be effective on the earlier to occur of actual receipt or: (i) if mailed, three (3) days after posting at a United States post office, (ii) upon receipt if mailed by certified mail with return receipt requested, and (iii) upon delivery if delivered by overnight delivery service and delivery is confirmed by the delivery service.

13.8 Force Majeure. Except as otherwise provided in this Lease, the time for performance of an obligation other than payment of money under this Lease shall be extended for the period during which a party is prevented from performing due to Unavoidable Delay. “**Unavoidable delay**” shall mean any and all delay beyond the applicable party’s reasonable control, including without limitation, delays caused by the other party; governmental restrictions, regulations, controls, preemptions or delays; orders of civil, military or naval authorities; strikes, labor disputes, lock-outs, shortages of labor or materials or reasonable substitutes therefore; Acts of God; fire, earthquake, floods, explosions or other casualties; extreme weather conditions or other actions of the elements; enemy action, civil commotion, riot or insurrection.

13.9 Attorneys’ Fees. If any judicial remedy or arbitration is undertaken to enforce or interpret any provision of this Lease, the prevailing party shall be entitled to reasonable attorneys’ fees, costs, expert witnesses fees, post judgment collection costs, and other expenses, in addition to any other relief to which such party may be entitled.

13.10 Authority. Each party warrants and represents that it has full authority to enter into this Lease, that this Lease constitutes a binding obligation of such party, and that the individual(s) signing on behalf of such party are duly authorized to bind such party hereto.

13.11 Landlord Approvals. Whenever the consent or approval of Landlord is required hereunder, such consent or approval may be granted or withheld by the City Manager or his or her designee, unless the City Manager determines in his or her discretion that such matter shall be referred to Landlord’s governing body for consideration.

13.12 Counterparts. This Lease may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by any other party. This Lease shall take effect when signed by all Parties.

NOW THEREFORE, Landlord and Tenant executed this Lease as of the date first written above.

TENANT

FORT BRAGG – MENDOCINO
COAST HISTORICAL SOCIETY

LANDLORD

CITY OF FORT BRAGG,
a municipal corporation

By: _____
David R. Maki
President

By: _____
Isaac Whippy,
City Manager

ATTEST:

Diana Sanchez,
City Clerk

Baron Bettenhausen
City Attorney

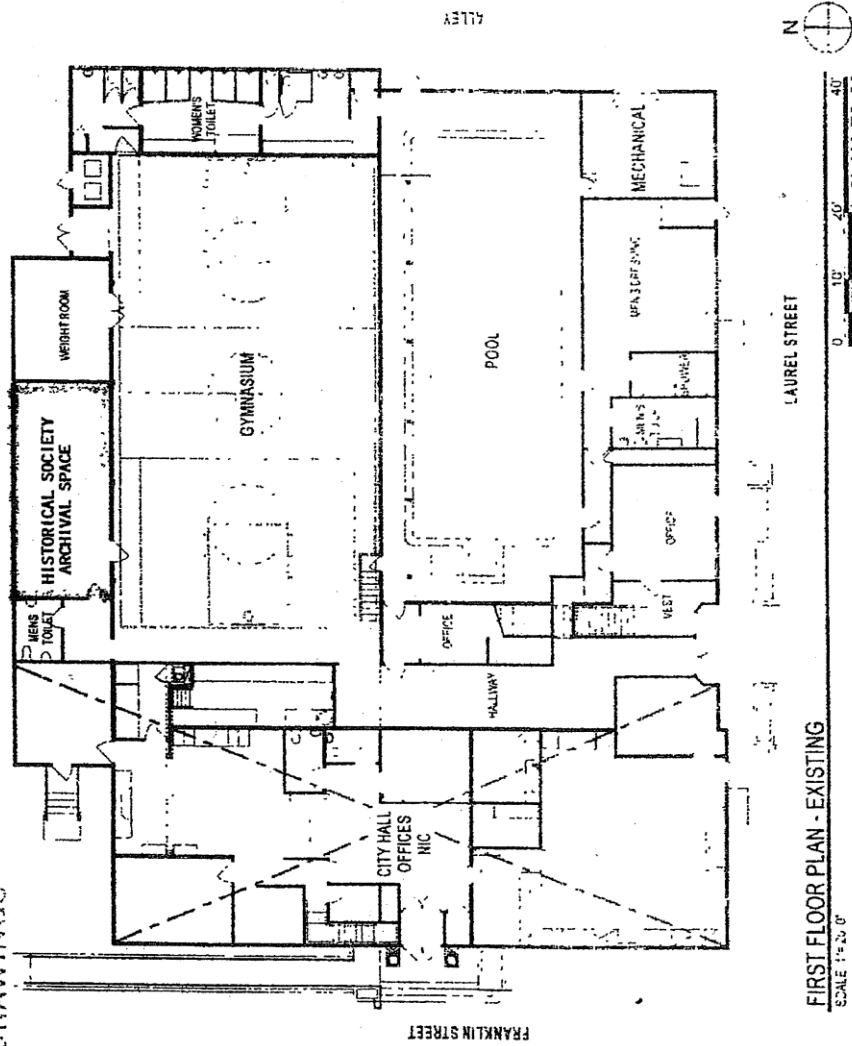
List of Exhibits

Exhibit A: Premises Being Leased (including common area)

Exhibit B: Insurance Requirements

EXHIBIT A: PREMISES

EXHIBIT A
EXISTING BUILDING
DRAWINGS



FIRST FLOOR PLAN - EXISTING
SCALE 1/8" = 1'-0"

Indigo
RAYMOND • PEASE ARCHITECTS, LLP
410-B DORSET ST., SUITE 200, FORT BRAGG, CA 95540

EXHIBIT B: INSURANCE COVERAGES

(1) **Commercial general liability insurance** including contractual liability coverage, written on an “occurrence” policy form, covering bodily injury, property damage and personal injury arising out of or relating (directly or indirectly) to Tenant’s operations, assumed liabilities, or use or occupancy of the Premises or the Property naming the Landlord as an additional insured, with minimum coverage in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage and Two Million Dollars (\$2,000,000) in the aggregate;

(2) **Property insurance** protecting Tenant against loss or damage by fire and such other risks as are insurable under then available standard forms of “all risk” insurance policies, covering Tenant’s personal property and trade fixtures in or about the Premises or the Property, and any improvements or Alterations in the Premises, in an amount of one hundred percent (100%) of actual replacement cost or highest insurable value;

The foregoing policies shall protect Tenant as named insured, and Landlord and the other Indemnitees as additional insureds. Landlord reserves the right to increase the foregoing amount of required liability coverage from time to time (but not more than once each calendar year) and to require that Tenant cause any Tenant Parties conducting activities in or about or occupying the Premises to obtain and maintain similar types and amounts of insurance.

Each insurance policy must include an endorsement to provide that the policy and the coverage provided shall be primary, that Landlord, although an additional insured, shall nevertheless be entitled to recovery under such policy for any damage to Landlord by reason of acts or omission of Tenant, and that any coverage carried by Landlord shall be noncontributory with respect to policies carried by Tenant. Each such insurance policy or a certificate thereof, including appropriate endorsements, shall be delivered to Landlord by Tenant on or before the Commencement Date, and thereafter renewal policies, certificates, and appropriate endorsements at least thirty (30) days prior to the expiration dates of expiring policies.

Tenant shall cause its insurance companies issuing property (first party) insurance to waive any subrogation rights that those companies may have against Landlord, as long as the insurance is not invalidated by the waiver.



City of Fort Bragg

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

Text File

File Number: 23-500

Agenda Date: 1/8/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5E.

Resolution of the Fort Bragg City Council Approving Contract with Safe House for the Installation of Security Cameras at Various City Facility Locations and Authorizing City Manager to Execute Contract (Total Amount Not to Exceed \$35,850.00; Account No's. 167-7999-0799, 710-4712-0353, 521-4394-0351 and 610-4612-0351)

RESOLUTION NO. ____-2024

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING CONTRACT WITH SAFE HOUSE FOR THE INSTALLATION OF
SECURITY CAMERAS AT VARIOUS CITY FACILITY LOCATIONS AND
AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (TOTAL
AMOUNT NOT TO EXCEED \$35,850.00; ACCOUNT NO'S. 167-7999-0799,
710-4712-0353, 521-4394-0351 and 610-4612-0351)**

WHEREAS, City facilities are lacking surveillance video capability; and

WHEREAS, Safe House, a Security Solutions Company has provided a quote to install security cameras at various City Facility locations; and

WHEREAS, the project will be funded in part by the Police Asset Forfeiture Fund, Wastewater Enterprise Fund, IT Fund, and Water Enterprise Fund for the installation of the surveillance system with appropriations from Account No. 167-7999-0799, 710-4712-0353, 521-4394-0351, and 610-4612-0351; and

WHEREAS, per the Fort Bragg Municipal Code Section 3.20.040 decisions to award contracts in the amount greater than \$25,000 shall be made by City Council; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a contract with Safe House for the installation of security cameras in City owned facilities and authorizes the City Manager to execute contract (Amount Not to Exceed \$35,850.00 Account No's. 167-7999-0799, 710-4712-0353, 521-4394-0351, and 610-4612-0351).

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 8th day of January 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

Diana Sanchez
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: 23-512

Agenda Date: 1/8/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5F.

Resolution of the Fort Bragg City Council Approving Funding for the City's Share of Costs for one Wildland Response Fire Engine and one Rescue Truck, and Authorizing the City Manager to Execute a Fund Transfer from the Fort Bragg Fire Authority Funds

RESOLUTION NO. ____-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING FUNDING FOR THE CITY'S SHARE OF COSTS FOR ONE WILDLAND RESPONSE FIRE ENGINE AND ONE RESCUE TRUCK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A FUND TRANSFER FROM THE PARCEL TAX, FIRE EQUIPMENT FUND

WHEREAS, the Fort Bragg Fire Protection Authority ordered a new wildland response Fire Engine in February 2023 for a total cost of \$427,417.72, of which \$153,886.00 is the City of Fort Bragg share (Exhibit A); and

WHEREAS, the Fort Bragg Fire Protection Authority also ordered a new rescue truck in February 2022 for a total cost of \$239,116.25, of which \$81,681.61 is the City of Fort Bragg share (Exhibit B); and

WHEREAS, the Board of Directors of the Fort Bragg Fire Protection Authority approved these equipment purchases; and

WHEREAS, funding is available in the FY 2023-24 budget in the Parcel Tax Fire Equipment Fund which are funds received from a parcel tax which is restricted to the purchase of fire equipment and was renewed by the voters in 2015; and

WHEREAS, both vehicles are ready to be delivered once payment is received; and

WHEREAS, the total amount of funding for both vehicles is \$235,567.61, which will be paid from the Parcel Tax Fire Equipment Fund.

NOW, THEREFORE, BE IT RESOLVED that the Fort Bragg City Council does hereby:

1. Adopt Resolution No. ____-2024, approving the transfer of funds for FBFPA in the amount of \$235,567.61 to purchase of wildland response Fire Engine and Rescue Truck.
2. Authorize the City Manager/Finance Director to make necessary accounting and budgetary entries as well as transfer the funds to the Fort Bragg Fire Protection Authority.

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 8th day of January 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED

BERNIE NORVELL
MAYOR

ATTEST:

DIANA SANCHEZ
CITY CLERK



STEVE ORSI
Fire Chief

FORT BRAGG FIRE PROTECTION AUTHORITY

141 N. Main Street
Fort Bragg, California 95437
(707) 961-2831
Fax (707) 961-2821

RECEIVED

DEC 14 2023

City of Fort Bragg
Finance Department

To: Isaac Whippy

From: Steve Orsi

12/12/2023

Re: Fire tax funds / engine purchase

The Fort Bragg Fire Protection Authority ordered a new wild land response engine in February 2023. That engine is set to be ready for delivery by 12/28/23. We will need a check for the City of Fort Bragg's share of the cost by that time. There was talk about getting some financial aid from USDA a while back. I believe they were going to get us \$25,000. I do not have the details on pursuing this, hopefully you do. The City's share of the cost is \$153,886.00 (less the USDA funds if they are still available). I am including an invoice for the engine. The break-down of cost per entity is as follows:

Type 3

Price:	\$427,417.72
-	<u>\$100,000.72</u> (JPA Apparatus Replacement Acct)
	\$327,417.00
	<u>X53% District Share</u>
	\$173,531.00
	 \$327,417.00
	<u>X47% City Share</u>
	\$153,886.00

APPROVAL	
Initiated:	_____
Approved:	_____
Date:	_____
Amount	_____
Acct/PO#	_____
Project #	_____

50

PROPOSAL PREPARED FOR:

Fort Bragg Fire District
141 N Main Street
Fort Bragg, CA 95437

Submitted Date:	February 6, 2023
Proposal Number:	50206-23
Expiration Date:	February 10, 2023 OR UNIT IS SOLD
Sales Consultant:	Jon Bauer

Pursuant to this proposal (the "Proposal"), Golden State Fire Apparatus, Inc. ("GSFA") hereby proposes to furnish the **FORT BRAGG FIRE DISTRICT** ("Customer"), the following fire apparatus and equipment, hereinafter called the "Product":

PAYMENT AT TIME OF ORDER – OPTION "A"

A	Description	Unit Price
A	One (1) BME/ International Type 3 Engine STOCK UNIT 3442	\$400,138.54
B	Discount For Order Placement Prior To February 10, 2023	(\$7,571.63)
	8.875% State Sales Tax	\$34,840.31
	California Tire Fee	\$10.50
	GRAND TOTAL	\$427,417.72

PROPOSAL SUMMARY

This Proposal includes the following items in accordance with the specifications hereto attached:

- Fire apparatus and equipment
- Delivery from factory to dealership
- Pre-delivery inspection at dealership
- Delivery from dealership to customer location
- California Tire Fee

PRODUCT COMPLETION

The Product shall be built in accordance with the specifications hereto attached. Product is scheduled to be completed in March, 2023 and is available on a **"first come, first served" basis to the first entity to issue a purchase order.** Customer's acceptance of this Proposal, subject to the force majeure provisions contained in the Purchase Agreement (defined below). The Purchase Agreement shall further describe the delivery schedule for the Product.

DELIVERY LOCATION

Product shall be shipped in accordance with the specifications hereto attached and be delivered to you at **FORT BRAGG, CALIFORNIA.** Prior to final delivery of the Product to Customer, Customer agrees to provide proof of liability and physical damage insurance to GSFA. GSFA shall not deliver the Product until such proof of insurance is provided.

FORT BRAGG FIRE PROTECTION AUTHORITY

141 N. Main Street
Fort Bragg, California 95437
(707) 961-2831
Fax (707) 961-2821



STEVE ORSI
Fire Chief

To: Isaac Whippy
From: Steve Orsi
December 27, 2023
RE: Fire Tax Funds/Rescue Truck

The Fort Bragg Fire Protection Authority ordered a new Rescue Truck from Braun Northwest in February 2022. It is finally ready for pickup on January 22, 2024. We will need a check for the City's share of this purchase, which is \$81,681.61. The check can be made out to the FBFA.

Rescue: \$214,641.00
Change Order #1: + \$ 4,983.57
\$219,624.57

Sales Tax @ 8.875%: + \$ 19,491.68
\$239,116.25

JPA Share: - \$85,000.00
\$154,116.25

City Share 53%: - \$81,681.61

BRAUN NW inc.

150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

PROPOSAL

February 3, 2022

Fort Bragg Fire Department
Attn: Steve Orsi
141 North Main Street
Fort Bragg, CA 95437
orsi8300@mcn.org

RE: One (1) 2023 North Star 147-1 Ambulance

Braun Northwest is pleased to offer the following proposal:

One (1) 2023 North Star 147-1 Ambulance on a 2023 Ford F-450 4x4 ambulance prep diesel chassis per enclosed specifications dated 2/3/22 and drawings dated 3/26/21.

Total F.O.B. Fort Bragg, CA \$214,641.00*
Sales tax not included

F.O.B.: Fort Bragg, California

Delivery: Approximately 340 – 380 days, based upon current manufacturing plan and receipt of chassis.

Terms: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.


Pricing above includes roundtrip travel charges for two (2) people flying out from Santa Rosa, California to Seattle, Washington for Final Inspection.

**Note: The above pricing is based upon estimated 2023 model year chassis and is subject to change when new pricing is released by Ford.*

(Note: This bid is contingent on use of customer's Government Ford Fleet Identification Number.) Failure to secure a FIN will increase the price by the amount of the GPC chassis discount.

Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.

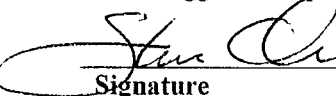
Respectfully Submitted by:
Braun Northwest, Inc.



Tami McCallum, V.P. Sales

Date: 2/7/22

We agree to accept the above proposal:
Fort Bragg Fire Department

 3/8/22

Signature Date

STEVE ORSI Fire Chief

Printed Name Title



TM
cc LM
Enclosures: Specifications, drawings.

EMERGENCY VEHICLES

www.braunnw.com

Change Order #1
July 17, 2023
For
Fort Bragg Fire Department
Fort Bragg, California
3664-4

Please:

- Indicate your choice by placing an "X" in the Yes or No box for each option.
- Fill in Information on last page for E-Signature.
- Email this form back to our office.
- Save the File as PDF.

*Please return within 5 work days to assist with the timely completion of your vehicle.
 Thank you!*

Total change order cost for all elected changes: **\$4,983.57**

Please enter "X" in the appropriate box.		Description	No Of Veh:	Offered Price/ (Credit)	Elected Change
Yes	No				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. OEM CHASSIS - PRICE INCREASE • 2023 Ford F-450 XL, Regular Cab 4 x 4, meeting all the specifications of Section 1.01 (Note: Chassis subject to model year changes) - Ambulance Prep. Package with EPA Special Emergency Vehicle Emissions (47L) - 3-year/36,000 mile "Bumper to Bumper" warranty - 5 years/100,000-mile Powertrain warranty - Dual rear wheels - Provided by Braun Northwest		\$4,983.57	\$4,983.57
		ADD: <i>Add OEM chassis price increase from OEM chassis manufacturer</i>		\$4,983.57	\$4,983.57

NOTE: THIS PRICING DOES NOT INCLUDE SALES TAX

- By providing the information below (Printed Name, Email/Phone Number, Title) - I certify that I am the person named below.
- By Checking this box I clarify that I have selected either "Yes" or "No" to all options presented on this form.
- By Checking this box I certify that I have the authority (approving authority) to commit to the changes selected on behalf of the agency I represent.

APPROVED BY (Customer):

Steve Orsi
 (E-Signature)

 Steve Orsi
 (Printed Name)

 Fire Chief
 (Title)

orsi8300@mcn.org / 707-961-2831
 (Email/Phone Number)

COMPLETE 0 ITEM/S

July 17, 2023 1:41 PM

(Date Stamp)

PRODUCED BY (BNW):

Jamie Billingham
 (Print Name)

 Project Services Lead
 (Title)

July 17, 2023 12:30 PM

(Date Stamp)

Delete if not applicable.

Please ensure that all customer-supplied equipment is delivered to Braun Northwest By: _____



City of Fort Bragg

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

Text File

File Number: 23-465

Agenda Date: 1/8/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5G.

Receive and File Minutes of the September 7, 2023 Community Development Committee Meeting



City of Fort Bragg

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

Meeting Minutes Community Development Committee

Thursday, September 7, 2023

4:00 PM

Town Hall, 363 N. Main Street

Special Meeting

MEETING CALLED TO ORDER

Chair Godeke called the meeting to order at 4:01 pm

ROLL CALL

Community Development Director von Hacht Cherry, Assistant Planner Peters, Administrative Assistant Flynn

Present: 2 - Bernie Norvell and Jason Godeke

1. APPROVAL OF MINUTES

1A. [23-264](#) Minutes of the July 26, 2023 Community Development Committee Meeting

Approve Minutes of the July 26, 2023 Community Development Committee Meeting

This Committee Minutes were approved for Council review

Aye: 2 - Committee Member Norvell and Committee Member Godeke

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Public Comment: Jacob Patterson

3. CONDUCT OF BUSINESS

3A. [23-251](#) Receive Oral Update on Central Business District Revitalization Efforts

Assistant Planner Peters presented the report and toolkit on Central Business District Revitalization Efforts. Coordinating Downtown Business conversations is ongoing, regular quarterly meetings are occurring, most recent meeting was held on July 15, 2023 and merchants were asked to participate in the Magic Market in the fall. The next meeting is scheduled for October 15, 2023.

Walking Tours, Visit Fort Bragg Committee, and Alleyway Art Project and Idea Cooperative, and Blue Zones (Adventist Health) are working together on this.

Public Works is working on improving Town Hall restrooms and they approved a contract with Calpo- building plans are anticipated for the Fall of 2024.

Alleyway Art Project continues to add murals to downtown, most recently approved Raven mural at 219 McPherson.

Visit Fort Bragg is working on improving the Business Directory and Directional signage

continuing to explore options.

Install Trees Planters and Landscaping in downtown is on hold.

Bollards are complete.

Employ Code Enforcement Actions. Chief Cervenka said they are successfully addressing quality of life and safety issues throughout the city. This is still complaint based but moving toward self initiated. The majority of cases have been resolved through courtesy notifications and education.

Regular Walking Patrol is ongoing and they continue to have presence of uniformed officers downtown. Assistant Planner Peters suggested removing updates on Walking Patrol from the report because it is ongoing.

Temporary Waiver of Water/Sewer capacity fees is complete.

Create Public Gathering Space is in process. Two improvements are in the works- Bainbridge Park and the area south of Town Hall. Currently there are no additional plans for gathering space.

Assistant Planner Peters suggested that the Downtown Parking Study be added to this report. The survey is still open and more community input was encouraged.

Public Comments: none

Discussion: Mayor Norvell agreed the Downtown Parking Study be added to this report. He also requested that the Install Trees, Planters and Landscaping item be changed from "On Hold" to "In Process" based on the work that Chair Godeke has completed. Assistant Planner Peters clarified that this report is for the Central Business District but will amend it to include citywide projects. Chair Godeke agreed to adding the Downtown Parking Study to the report.

3B. [23-253](#) Discussion about an Assessment of City Trees and Potential Resources and Strategies to Increase Tree Quantities

Chair Godeke said that Public Works Director Smith gave positive feedback on the potential of planting trees at the dog park and the north side of the skate park. Chair Godeke said that Superintendent Aldridge and school Facilities Manager both provided positive feedback about getting trees planted on school grounds. Chair Godeke said now is a matter of isolating funding sources and working with Conservation Works as a collaborator on getting and implementing grants.

Public Comment: Valerie Stanley-Tribal Historic Preservation Officer of Sherwood Valley Rancheria, Shelley Green, Paul Clark.

Discussion: none.

3C. [23-255](#) Discuss and Provide Direction to Staff on Assignment of Inclusionary Housing Trust Fund CLUDC Chapter 17.32 and ILUDC Chapter 18.32 Inclusionary Housing Requirements and its Section 18.32.090 Inclusionary Housing Trust Fund

Community Development Director von Hacht Cherry gave a summary of the memo.

Public Comment: none.

Discussion: Chair Godeke and Mayor Norvell discussed lowering the Inclusionary Housing fee percentage to encourage developers to build in Fort Bragg to have the Land Trust manage Inclusionary Housing. Chair Godeke noted that both the memo and the Housing Element

recommend lowering the percentage to potentially mitigate stalls in local development. Mayor Norvell recommended this be brought as an Action Item to the City Council and public comment be reopened.

Public Comment: Shelley Green, Paul Clark

Discussion: Community Development Director von Hacht Cherry offered clarification that the City is the trustee of the Inclusionary Housing fee funds and manages fee distribution. Director von Hacht Cherry also noted that the City will be updating Accessory Dwelling Unit regulations in the coming months. Chair Godeke and Director von Hacht Cherry discussed in lieu fees.

3D. [23-256](#) Review of Subchapters 17.71.030 and 18.71.030 Limited Term Permit, Permit Procedures, and Application Fees.

Community Development Director von Hacht Cherry presented the review, noting staff time for processing Limited Term Permits and the lack of policy on waiving fees for certain applicants.

Public Comment: none.

Discussion: Mayor Norvell clarified that this topic is on the Community Development agenda in order to bring a recommendation to City Council. He recommended that fees not be waived for non-profits and that the Council consider a multi-year fee for Limited Term Permit applications that occur annually, as they may require less staff time. Director Cherry noted that staff time does not decrease when processing LTPs for events that occur annually but recommended a minor amendment to the City's zoning code to allow for multi-year LTPs. Chair Godeke and Mayor Norvell agreed that this should be brought to City Council.

4. MATTERS FROM COMMITTEE / STAFF

Community Development Director von Hacht Cherry provided an update that the California Coastal Commission found no substantial issue with the Grocery Outlet project and the local decision to approve will be upheld. Director Cherry also noted that appeals to the Coastal Commission are between the Commission, the Appellant, and the Applicant, City staff are not required to participate on approved projects.

Director von Hacht Cherry also gave an update on the planting amendment for the Parents and Friends project at 350 Cypress St. The Director also noted that the Planning Commission will be reviewing several amendments to the ILUDC and CLUDC in coming months.

The Committee agreed to cancel the September CDC meeting and to meet on the fourth Tuesday at 4:00 pm each month moving forward.

Mayor Norvell requested that the topic of annexation of properties east of the City be added to the October 24, 2023 CDC agenda.

Director von Hacht Cherry noted that Public Works projects are subject to the same Public Hearing process as non-City projects.

Assistant Planner Peters introduced new Administrative Assistant Flynn to the Committee.

ADJOURNMENT

Chair Godeke adjourned the meeting at 4:59 P.M.



City of Fort Bragg

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

Text File

File Number: 23-483

Agenda Date: 1/8/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5H.

Approve Minutes of Special Closed Session of December 11, 2023



City of Fort Bragg

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

Meeting Minutes Special City Council

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

Monday, December 11, 2023

4:00 PM Town Hall, 363 N Main Street and Via Video Conference

Special Closed Session

CALL TO ORDER

Mayor Norvell called the meeting to order at 4:00 PM.

ROLL CALL

Present: 5 - Mayor Bernie Norvell, Vice Mayor Jason Godeke, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Marcia Rafanan

1. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public Comment was received from Jacob Patterson

2. CLOSED SESSION

Mayor Norvell recessed the meeting at 4:03 PM; the meeting reconvened to Closed Session at 4:04 PM.

- 2A. [23-457](#) CONFERENCE WITH LEGAL COUNSEL-- Existing Litigation Pursuant to Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9 City of Fort Bragg v. Mendocino Railroad
- 2B. [23-458](#) CONFERENCE WITH LEGAL COUNSEL-- Anticipated Litigation Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9: (one case)
- 2C. [23-459](#) PUBLIC EMPLOYMENT--Gov't Code Section 54957 (b). Title: City Clerk

Mayor Norvell reconvened the meeting to Open Session at 5:04 PM and reported that no reportable action was taken on the Closed Session item.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 5:04 PM.

BERNIE NORVELL, MAYOR

Cristal Munoz, Acting City Clerk

IMAGED (_____)

From: [Jacob Patterson](#)
To: [City Clerk](#)
Subject: Public Comment -- 1/8/24 CC Mtg., Item No. 5H, Closed Session Minutes
Date: Friday, January 05, 2024 3:32:42 PM

City Council,

The draft minutes for the special closed session are incomplete because they only list the adjournment time and do not include the reportable action disclosure. For that meeting, there was no reportable action (according to the new attorney from J&M who made that disclosure during the regular meeting) and that should be included in the minutes (as it always has in the past). The City Clerk's office appears to need some training...

Regards,

--Jacob



City of Fort Bragg

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

Text File

File Number: 23-499

Agenda Date: 1/8/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5I.

Approve Minutes of December 11, 2023



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 11, 2023

6:00 PM Town Hall, 363 N. Main Street and Via Video Conference

CALL TO ORDER

ROLL CALL

Present: 5 - Mayor Bernie Norvell, Vice Mayor Jason Godeke, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Marcia Rafanan

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

None.

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

- (1) Ron White, Lauren Hammer, Acheya Wachtel, Jacob Patterson.
- (2) Jacob Patterson, Dave Spaur.
- (3) None.

3. STAFF COMMENTS

Finance Director Isaac Whippy announced new hours for the CV Starr facility beginning December 24, 2023, lengthening hours Monday through Saturday and closed on Sunday. Whippy stated the goal was to maintain accessibility while ensuring financial stability. City Manager Peggy Ducey introduced Baron Bettenhausen from the city attorney's firm office, Jones & Mayer. Ducey addressed the Franklin Street repaving signs and assured the streets would be paved one side at a time and in sections. Chief of Police Neil Cervenka addressed staffing matters. Bettenhausen followed up that no reportable action was taken during the special meeting.

4. MATTERS FROM COUNCILMEMBERS

Mayor Norvell, Vice-Mayor Godeke, Councilmembers Albin-Smith, Peters, and Rafanan, thanked City Manager Peggy Ducey for her positive contributions to the City of Fort Bragg. Albin-Smith addressed upcoming Visit Fort Bragg Committee events including Restaurant Week and she gave an update on the Wiggly Giggly construction issues.

5. CONSENT CALENDAR

A motion was made by Vice Mayor Godeke, seconded by Councilmember Rafanan, to approve the Consent Calendar with the exception of 5F and 5L. The motion carried by the following vote:

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

- 5A.** Adopt City Council Resolution Extending the Temporary Waiver of the Parking In-Lieu Fee for Changes of Use in the Central Business District and Finding the Action Exempt from CEQA
adopted
- 5B.** Adopt Resolution Extending the Water Capital Improvement Fee and the Wastewater Capital Improvement Fee Deferment for Restaurants, Cafes, and Coffee Shops in the Central Business District and Declaring the Deferment exempt from CEQA under 14 CCR15273(a)(4).
adopted
- 5C.** Adopt Certificate of Completion for Elm Street Lift Station Project and Direct District Clerk to File Notice of Completion
adopted
- 5D.** Accept Certificate of Completion for Domestic Boilers and Storage Tank Replacement Project and Direct City Clerk to File Notice of Completion
accepted
- 5E.** First Amendment to Ducey City Manager Employment Agreement
approved
- 5G.** Approve Minutes of Special Closed Session of November 13, 2023
approved
- 5H.** Approve Minutes of Special Closed Session of November 27, 2023
approved
- 5I.** Approve Minutes of Special Closed Session of November 30, 2023
approved
- 5J.** Approve Minutes of November 27, 2023
approved
- 5K.** Resolution of the Fort Bragg City Council Appointing Diana Sanchez as City Clerk and Confirming the Pay Rates/Ranges for all City of Fort Bragg Established Classifications
adopted

ITEMS REMOVED FROM CONSENT CALENDAR

- 5F.** Consider Approval of City Manager Employment Agreement Between the City

of Fort Bragg, a Municipal Corporation, and Isaac Whippy

approved

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

5L. Introduction and Swearing In of City Clerk Diana Sanchez

approved

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

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

7A. (1) Introduce, by title only, and Waive Further Reading of Ordinance 895-2023 Amending Division 18 to the Fort Bragg Municipal Code to Amend Chapter 18.21.030(B)(C) "Residential District Allowable Land Uses and Permit Requirements" & 18.21.050 "Residential District Site Planning and Building Standards", to Repeal and Replace 18.42.170 "Second Units - Accessory Dwelling Unit and Junior Accessory Dwelling Unit" and to Amend Chapter 18.71.050 "Design Review" And Chapter 18.100 "Definitions" to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.

Mayor Norvell opened the public hearing at 6:59 PM.

Marie Jones summarized the introduction on this agenda item and responded to questions from Council.

Public Comment: Acheya Wachtel, Jacob Patterson, Jenny Shattuck.

Mayor Norvell closed the public hearing at 7:03 PM.

Discussion: Following deliberations on this matter, Council agreed to direct staff to accept the request to introduce, by title only, and waive further reading of Ordinance 895-2023 amending Division 18 to the Fort Bragg Municipal Code to amend chapter 18-21-030(B)(C).

approved as amended

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

(2) Consider the Fort Bragg Planning Commission’s Recommendation that the City Council Submit a Local Coastal Plan Amendment Application (LCP 1-23) to the Coastal Commission Amending Division 17 of the Fort Bragg Municipal Code to be Consistent with State Laws relating to Accessory Dwelling Units by Amending Division 17 to the Fort Bragg Municipal Code to Amend Chapter 17.21.030(B)(C) "Residential District Allowable Land Uses and Permit Requirements" & 17.21.050 "Residential District Site Planning and Building

Standards", to Repeal and Replace 17.42.170 "Second Units" and to Amend Chapter 17.71.050 "Design Review" and Chapter 17.100 "Definitions" to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.

Mayor Norvell opened the public hearing at 6:59 PM.

Marie Jones summarized the introduction on this agenda item and responded to questions from Council.

Public Comment: Acheya Wachtel, Jacob Patterson, Jenny Shattuck.

Mayor Norvell closed the public hearing at 7:03 PM.

Discussion: Following deliberations on this matter, Council agreed to direct staff to accept the request to submit a Local Coastal Plan Amendment Application (LCP 1-23) to the Coastal Commission Amending Division 17 of the Fort Bragg Municipal Code to be Consistent with State Laws relating to Accessory Dwelling Units by Amending Division 17 to the Fort Bragg Municipal Code.

approved

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

- 7B.** Receive Report and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 897-2023 Amending Division 18 to the Fort Bragg Municipal Code to Adopt Amendments to the Inland Land Use and Development Codes (Division 18 of the Fort Bragg Municipal Code) to Comply with Recent Changes in State of California Housing Law Related to Urban Lot Splits and Two Unit Development; and Adopt a Resolution of the City Council to Submit a Local Coastal Plan Amendment Application to the Coastal Commission Amending the Coastal Land Use and Development Code (Division 17 of the Fort Bragg Municipal Code) to Comply with Recent Changes in State of California Housing Law Related to Urban Lot Splits and Two Unit Development

Mayor Norvell opened the public hearing at 7:45 PM.

Marie Jones summarized the introduction on this agenda item and responded to questions from Council.

Public Comment: Acheya Wachtel, Jacob Patterson, Jenny Shattuck.

Mayor Norvell closed the public hearing at 7:47 PM.

Discussion: Police Chief Cervenka discussed some of the issues for first responders in alleyways and other places where multiple residents are parking next to added and/or split dwellings. Following deliberations on this matter, Council agreed to direct staff to accept the Ordinance as amended and approve the Resolution.

Mayor Norvell recessed the meeting at 8:06 PM. The meeting was reconvened at 8:19 PM.

approved as amended

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

8. CONDUCT OF BUSINESS

- 8A.** Receive Report and Consider Adoption of City Council Resolution Approving

Redwood Waste Solutions Residential, Commercial and Multifamily, and
Rolloff Rate Increases

Assistant City Engineer Alfredo Huerta presented the staff report on this agenda item.

Public Comment: Jay (last name not disclosed).

Discussion: Councilmember Peters confirmed the increase would be approximately 62 cents per customer.

approved

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

8B. Receive Report and Adopt Resolution Approving a Budget Amendment 2023/24-09 and a resolution for the City Manager to Execute a Contract with the County of Mendocino for the City to Operate the Extreme Weather Shelter for FY23/24 and FY24/25

Police Chief Neil Cervenka presented the report on the issue of providing an all weather shelter for which there is no legal requirement, but he noted was a matter of compassion towards the homeless in the area and also has reduced homeless involved police calls by approximately 76%. Cervenka stated the grant request approved for the next two (2) years.

Public Comment: Acheya Wachtel, Jenny Shattuck, Jacob Patterson.

Discussion: Mayor Norvell thanked Chief Cervenka for running this program. Councilmembers discussed costs and the billing reimbursement process by which the City receives the money.

adopted

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

8C. Resolution of the Fort Bragg City Council Reciting the Fact of the Special All-Mail Ballot Municipal Election Held on November 7, 2023, Declaring the Result and Such Other Matters as Provided by Law

City Manager Peggy Ducey presented the resolution discussing the action to accept the results of the certification the special All-Mail Ballot wherein 1250 votes were received.

Public Comment: None.

Discussion: None.

adopted

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

8D. Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment No. 2023/24-10 of \$53,466 and Authorizing the City Manager to Execute a Contract with Axon Enterprises, Inc. for Body-Worn Camera Video Equipment, TASER 10 Conducted Energy Weapons, Software and Unlimited Storage Services (Amount Not to Exceed \$267,329.73 Account No. 167-4215-0381)

Police Chief Neil Cervenka summarized the report on contracting with Axon Enterprises, Inc., for the implementation of upgraded body worn cameras, tasers, software, GPS tracking, and unlimited storage capacity.

Public Comment: Jacob Patterson.

Discussion: Follow up discussion focused on possible other data increase methods which have long-term limitations and become more expensive over time. The increased distance and accuracy of the upgraded taser was discussed as being far more effective and less risk to the officers.

approved

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

8E. Financial Update: Receive and File Quarter One FY 2023/24 Financial Report

Finance Director Isaac Whippy presented the financial report for Quarter One FY 2023/24 Financial Report.

Public Comment: None.

Discussion: The Council discussed a 60% increase in PGE costs across the board at all City facilities and the impacts of relying on TOTs as revenue.

ADJOURNMENT

BERNIE NORVELL, MAYOR

DIANA SANCHEZ, City Clerk

IMAGED (_____)



City of Fort Bragg

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

Text File

File Number: 23-485

Agenda Date: 1/8/2024

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8A.

Receive Report on Expanding Short-Term Vacation Rental Use to Additional Commercial Zones



AGENCY: City of Fort Bragg
MEETING DATE: January 8, 2024
DEPARTMENT: Police Department
PRESENTED BY: Valerie Stump
EMAIL ADDRESS: vstump@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report on Expanding Short-Term Vacation Rental Use to Additional Commercial Zones

ISSUE:

A series of meetings in 2015 with Community Development Committee, Planning Commission, and City Council led to staff establishing regulations for short-term vacation rentals. Those regulations were adopted in 2017 under Ordinance 930-2017, which approved several amendments to the Inland Land Use and Development Code (ILUDC).

The current regulations for short-term vacation rentals in ILUDC 18.42.190 only allow for rentals in the Central Business District (CBD). At the Community Development Committee (CDC) meeting on March 29, 2023, discussion indicated interest in potentially expanding the short-term vacation rental use to the General Commercial (CG) and Highway Visitor Commercial (CH) Zones.

Furthermore, the Code Enforcement Team has encountered some obstacles in enforcing these standards and is requesting clearer regulations that streamline the enforcement process and allow for appropriate inspections prior to occupancy of the short-term vacation rentals.

ANALYSIS:

Adopted regulations in ILUDC 18.42.190 pertinent to our discussion are:

- Vacation rentals are only allowed in the CBD;
- Vacation rentals are only allowed on mixed use properties, above commercial uses on the second or third floors;
- Vacation rentals require an approved Minor Use Permit and an approved Business License;
- City-wide, the maximum quantity of vacation rental units shall be determined by Council resolution;
- Maximum quantity of vacation rental units allowable per property shall be determined by Council resolution.
- A permit shall be revoked for a variety of reasons such as failure to maintain a business license, failure to pay transient occupancy tax (TOT) for more than three months, abandonment of the use for a period of twelve months, or three or more code enforcement cases processed against the property within a two-year period.

At the CDC meeting, committee members were clear to staff that the interest was in researching an expansion of the short-term rental use to other commercial zones outside of

AGENDA ITEM NO. _____

the Central Business District; they felt all the other regulations in ILUDC 18.42.190 should stay the same.

Until the Fort Bragg Coastal Land Use and Development Code (CLUDC) is updated, the proposed expansion would only occur in the ILUDC. Expanding into the General Commercial and Highway Visitor Commercial zones would require updates to the Land Use Tables in ILUDC 18.22.030, the Vacation Rental Unit standards in 18.42.190, and to the definition of "Vacation Rental Unit" in ILUDC 18.100.020.

The original intent of allowing vacation rentals in the Central Business District was to draw tourists into the downtown by having them stay in residential units above the commercial businesses. However, since adoption in 2017, the total number of permitted vacation rentals has never totaled more than four at one time. Presently, there are only two vacation rentals operating with the appropriate permits. The majority of the short-term vacation rentals listed on AirBnB and VRBO are operating outside of the Fort Bragg jurisdiction. Other listings within the City limits are actually listings for properties under the use of Bed and Breakfast Inn or Hotel/Motel.

The number of permitted vacation rental units allowed at one time is established by Council resolution; however, no resolution was ever adopted by Council after the regulations were adopted in 2017. During discussions in 2015, the recommendation was to limit the number to ten permitted vacation rentals at a time. City staff has abided by that guidance. If the use is expanded to CG and CH zones then the total number of permitted units may increase, and City staff would maintain a waitlist for new permits.

Per ILUDC 18.42.190, the number of units per property must also be established by Council resolution. In the original discussions, no number was specified or suggested. If the use is extended to these other two commercial zones, there are several undeveloped properties in these zones where multi-unit structures could be built. For this reason, establishing a limit of short-term rentals per property is critical.

Finally, Code Enforcement is requesting that Council consider updates to current regulations to provide a more structured process to enforcement. Currently, there are a total of seven properties operating an unpermitted short-term vacation rental. Of the seven, four are in the inland portion of Fort Bragg jurisdiction. Two are operating in commercial zones outside of the CBD, and two are operating in residential zones.

The current regulations indicate that a permit can be revoked if three or more code enforcement cases are processed against the property. The addition of an enforcement section to indicate how the Code Enforcement team can enforce the standards will make the process easier and consistent. A draft of the section language is attached to this staff report.

FISCAL IMPACT:

Allowing short-term vacation rentals in the CG and CH zones will allow property owners an opportunity to earn income in a different way. It may encourage more tourists who prefer

this type of lodging to stay within the City limits. This would generate more TOT for the City and potentially create more jobs for our locals such as maintenance work and cleaning services. The two permitted short-term vacation rentals generated \$25,566 in the last year. If we expand the use to these other commercial zones and reach the limit of ten vacation rentals in operation, there is an earning potential of approximately \$100,000 more in TOT.

Conversely, allowing this use could potentially negatively impact long-term housing stock in our commercial areas. Property owners may be more apt to apply for vacation rental status and evict their long-term renters. Housing is a precious commodity in our jurisdiction, and we would be creating a pathway to eliminate potential housing to our locals.

CONSISTENCY:

The proposed change would be in conflict with our Inland General Plan, Program H-5.2.1 Discourage Vacation Rentals, which states, “Continue to prohibit vacation rentals in all zoning districts except for the CBD.” For this reason, the Housing Element of the General Plan would need to be amended to allow this expansion.

The proposed change is consistent with a policy established in the Land Use Element of the Inland General Plan:

Policy LU-3.6 Mixed Uses: Encourage the adaptive re-use and more complete utilization of buildings in the Central Business District and other commercial districts.

Expansion into the CH zone is consistent with the General Plan’s specified intent for the zone, as it states “Typical uses allowed in this designation include motels and other lodging enterprises, restaurants, and retail outlets.”

RECOMMENDED ACTION:

Direct Staff to proceed with ordinance and General Plan amendments for the expansion of the short-term vacation rental use into the General Commercial and Highway Visitor Commercial Zones; and, provide direction and approve Staff to present the resolution to adopt the number of vacation rental units allowed in the jurisdiction and the number allowed per property.

ALTERNATIVE ACTION(S):

1. No action.
2. Continue action on the matter and request additional information and/or analysis to help inform the Council’s decision.
3. Approve Staff to proceed with the amendment to ILUDC 18.42.190 to add the Enforcement section.
4. Provide direction and approve Staff to present the resolution to adopt the number of vacation rental units allowed in the jurisdiction and the number allowed per property.

ATTACHMENTS:

1. Land Use Map
2. Inland Land Use Code 18.42.190 Vacation Rental Unit
3. Draft Enforcement Section to 18.42.190

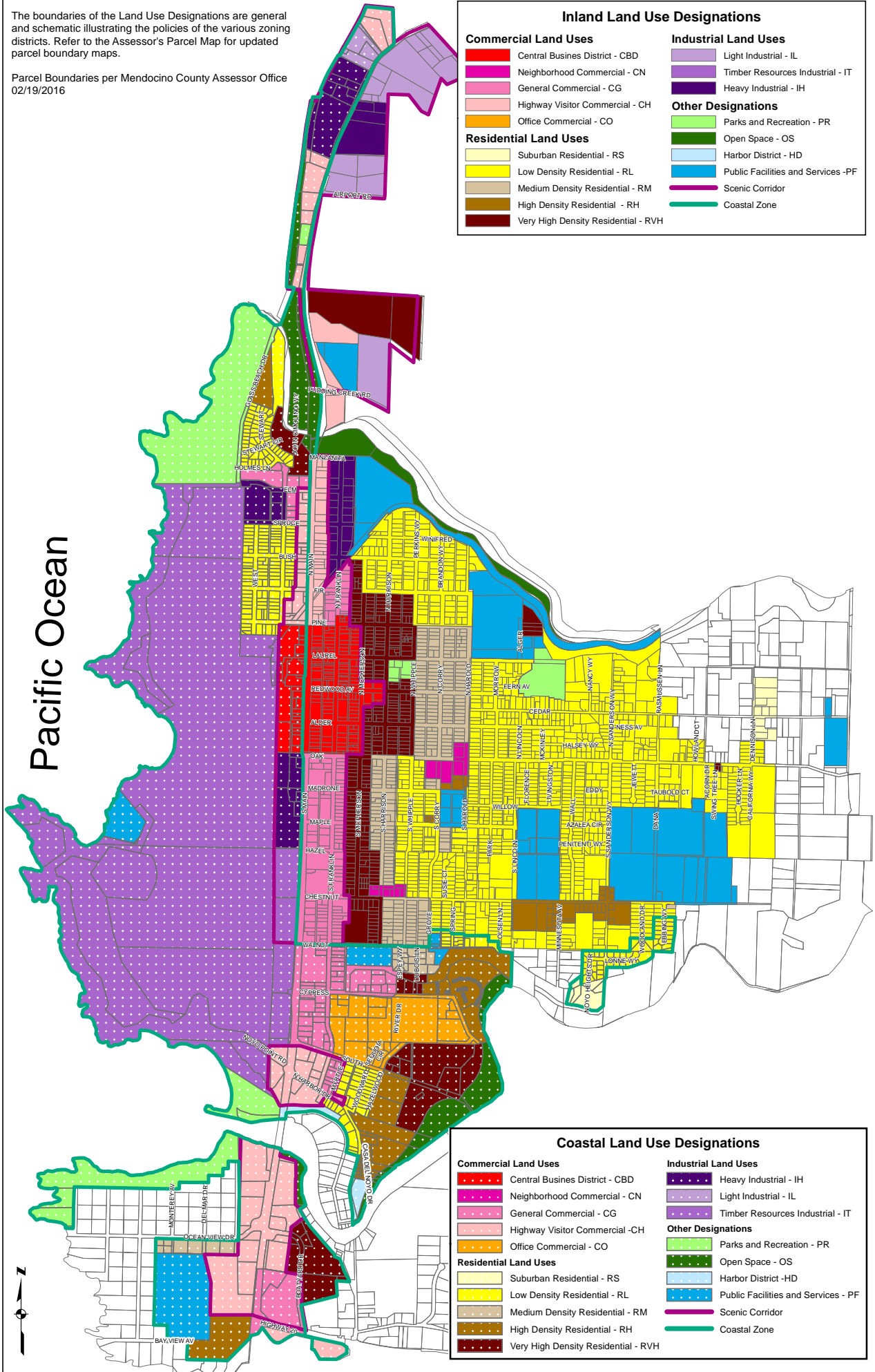
The boundaries of the Land Use Designations are general and schematic illustrating the policies of the various zoning districts. Refer to the Assessor's Parcel Map for updated parcel boundary maps.

Parcel Boundaries per Mendocino County Assessor Office 02/19/2016

Pacific Ocean

Inland Land Use Designations

Commercial Land Uses	Industrial Land Uses
Central Business District - CBD	Light Industrial - IL
Neighborhood Commercial - CN	Timber Resources Industrial - IT
General Commercial - CG	Heavy Industrial - IH
Highway Visitor Commercial - CH	Other Designations
Office Commercial - CO	Parks and Recreation - PR
Residential Land Uses	Open Space - OS
Suburban Residential - RS	Harbor District - HD
Low Density Residential - RL	Public Facilities and Services - PF
Medium Density Residential - RM	Scenic Corridor
High Density Residential - RH	Coastal Zone
Very High Density Residential - RVH	



Coastal Land Use Designations

Commercial Land Uses	Industrial Land Uses
Central Business District - CBD	Heavy Industrial - IH
Neighborhood Commercial - CN	Light Industrial - IL
General Commercial - CG	Timber Resources Industrial - IT
Highway Visitor Commercial - CH	Other Designations
Office Commercial - CO	Parks and Recreation - PR
Residential Land Uses	Open Space - OS
Suburban Residential - RS	Harbor District - HD
Low Density Residential - RL	Public Facilities and Services - PF
Medium Density Residential - RM	Scenic Corridor
High Density Residential - RH	Coastal Zone
Very High Density Residential - RVH	



18.42.190 - Vacation Rental Units

A. Purpose. This Section provides requirements and standards for the operation of vacation rental units. These standards are intended to ensure that vacation rental units are compatible with and do not adversely impact residential or commercial uses.

B. Applicability. The provisions of this Section shall apply to all vacation rental units. This Section does not apply to legally established hotel/motel or bed and breakfast uses, which are regulated separately.

C. Application requirements. In addition to the information and materials required for a Minor Use Permit application by this Development Code, the review authority may require additional information to ensure compliance with this Section.

D. Limitations on use.**1. Location.**

- a. Vacation rental units shall be located only within the Central Business District (CBD), and shall be limited only to second or third floors above a commercial use.
- b. Vacation rental units shall only be permitted within a legal dwelling unit, as defined in § 18.100.020(D).

2. Operating standards.

- a. The maximum quantity of vacation rental units shall be determined by Council resolution. Permit application shall be reviewed and approved on a first-come, first-served basis. The City shall maintain a waiting list for new permits, once all authorized permits are awarded.
- b. The maximum quantity of vacation rental units allowable per property shall be determined by Council resolution.
- c. The maximum occupancy permitted for a vacation rental unit shall be limited to 2 persons per bedroom, plus 1 person (not including children under age 12). The maximum occupancy shall be stated as an approval condition of a permit authorizing a vacation rental unit.
- d. The maximum number of vehicles permitted for guests of a vacation rental unit shall equal the number of bedrooms in the unit. The maximum number of vehicles shall be stated as a condition of the vacation rental unit permit.
- e. All advertisement listings for vacation rental units shall include the following:

- i) City of Fort Bragg Business License number and Minor Use Permit number;
 - ii) Maximum permitted occupancy, as stated on the approved permit; and
 - iii) Maximum vehicles permitted, as stated on the approved permit.
- f. Vacation rental units shall have a property manager who is available 24 hours per day, 7 days per week during all times that the property is rented or used on a transient basis. Operation of a vacation rental unit without a property manager shall be considered a violation of this Section. The name and contact information of the property manager shall be provided to any interested party upon request.
- g. A permit authorizing a vacation rental unit shall be revoked under any of the following conditions:
- i) The City processes 3 or more code enforcement cases against the property within a 2-year period;
 - ii) The vacation rental unit is found to be noncompliant with any portion of the zoning ordinance or the terms of the permit approving the use;
 - iii) Failure to maintain a business license for the use;
 - iv) Abandonment of the use for a period of 12 months or more (demonstrated by a lack of payment of transient occupancy taxes); or
 - v) Any instance of transient occupancy tax fraud or transient occupancy tax delinquency of more than 3 months.
- h. A permit for a vacation rental unit shall transfer with the sale of the property, provided the new owner complies with all permit conditions and the provisions of this zoning ordinance.

(Ord. 930, § 2, passed 06-12-2017)

E. Enforcement.

1. **Infractions.** All violations of this ordinance will be deemed an infraction. The infraction amounts are established by California Government Code 36900 (d) unless amount changes are adopted by Council resolution.
2. **Inspections.**
 - a. Applicants shall schedule a compliance inspection with Code Enforcement or other designated City Staff prior to the issuance and renewal of a business license. A signed form shall be submitted to the Finance Department with an approval signature from City Staff.
 - b. During inspections, Code Enforcement shall inspect the property for the following:
 - i. The property is in compliance with the adopted operating standards;
 - ii. The property is free from nuisance conditions listed in FBMC 6.12.040; and,
 - iii. The dwelling units on the property are not deemed substandard per California Health and Safety Code 17920.3.

From: [Jacob Patterson](#)
To: [City Clerk](#)
Subject: Public Comment -- 1/8/24 CC Mtg., Item No. 8A, Short-Term Rentals
Date: Friday, January 05, 2024 3:54:49 PM

City Council,

I think this item is interesting but potentially misguided. First, as staff highlights, expanding beyond the current CBD to other commercial districts is inconsistent with the adopted general plan. The staff report indicates this will require a general plan amendment to the City's housing element. Amending the City's housing element is not a simple matter and it isn't even fully within the City Council's authority to do so because any changes require HCD approval and a rigorous public process. This is an expensive endeavor and I have a feeling that none of you have considered that aspect yet. The substantial costs associated with amending the City's certified housing element were not even mentioned in the fiscal analysis section of the staff report suggesting that staff hasn't considered that aspect of this proposal as well.

There is a much more simple and inexpensive way to address what started this agenda item, which is an inquiry from the property owner concerning an unpermitted vacation rental in the former Ship's Wheel/Rosebud building at Oak and Franklin. The easiest and least expensive way to address that property would be to amend the general plan and the zoning map to rezone that particular property as CBD rather than GC. The property owner could apply for a rezoning tomorrow and they would bear the costs of that simple amendment, which makes sense since it specifically benefits their property rather than the public at large. Why should we use significant public funds to amend our housing element to primarily benefit particular private property owners?

Regards,

--Jacob

From: [Sanchez, Diana](#)
To: [Whippy, Isaac](#)
Bcc: [ZZZ Elected Officials](#)
Subject: Public Comment 8A
Date: Monday, January 08, 2024 8:56:00 AM

BCC: City Council

From: City of Fort Bragg <granicus@fortbragg.com>
Sent: Friday, January 5, 2024 6:35 PM
To: Godeke, Jason <JGodeke@fortbragg.com>
Subject: Re: Agenda Item 8A on Jan 8, 2024, Epanasion of vacation rental area

Message submitted from the <Fort Bragg, CA> website.

Site Visitor Name: Mark Taylor
Site Visitor Email: mtaylor@mcn.org

Dear Jason Godeke,

I think it would be a mistake to expand the area where short term vacation rentals can be located. It is somewhat hard to believe that there are only two such rentals now in the CBD and none operating under the radar elsewhere in the City. While admittedly ignorant of the details of what constitutes a vacation rental, a simple vrbo search seems to indicate more than two such rentals in Fort Bragg.

The only reason stated for this agenda item is to increase possible TOT funds. Any expansion, however, would be contrary to the original intent of the ordinance - the preservation of available housing for Fort Bragg residents. Indeed, any expansion of the areas available could potentially open a flood gate of new applications. Could those legally be limited to a set number in these new areas? I suspect the City would be opening itself up to more expensive litigation as that limitation could be challenged.

Also, since this Agenda discussion also includes the issue of difficulties of enforcement, I doubt expansion would bring any already illegal rentals back into compliance, and is liable to encourage other to skirt the law, as well.

I would suggest paying more attention to actual enforcement of the existing ordinance, as well as its intent to preserve resident housing.

Mark Taylor

Diana Sanchez
City Clerk
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437
dsanchez@fortbragg.com

Tel: 707.961.2823 ext. 104



TO: Mayor Norvell and Councilpersons (thank you for your service).

FROM: Scott Deitz, Fort Bragg resident .

RE: Public comment regarding item 8a, 1/08 Council meeting.

Fort Bragg has done a good job of keeping vacation rentals out of the City thereby avoiding the problems that they can cause; mainly loss of housing for locals and neighbor disputes. Mendocino Village has been trying to reverse the mistakes it made allowing vacation rentals for years.

I was on the Council when we voted to allow vacation rentals in the Central Business District. There are several buildings downtown that have undeveloped second stories. The Council felt that by allowing second story vacations rentals downtown property owners would be incentivized to develop those second stories, with the side benefit of the installation of sprinkler systems which was a high priority for us. This has not been successful thus far, but the possibility remains.

General Commercial and Highway Commercial zoning includes a large area of Fort Bragg. There are many residences in those zones which could be converted to vacation rentals under this proposal.

One of the main incentives stated to pass this expansion would be to increase taxes to the City. Tourists have many existing places to stay and the City will still get the taxes. The question for the Council to consider is what effect this program would have on the people who live here.

It is suggested that the limit of 10 allowable units could be increased by the City Council. This leaves it up to the political whim not only of this City Council but future ones as well.

This is a bad idea. It would be preferable for the Council to concentrate on improving regulations and procedures to stop the illegal vacation rentals that do exist in Fort Bragg.

City of Fort Bragg
Received

JAN 08 2024



City of Fort Bragg

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

Text File

File Number: 23-476

Agenda Date: 1/8/2024

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8B.

Approval of an Amendment to the Lease Agreement with Mendocino County Humane Society to Include the Operation of the Animal Control Facility Located at 19701 Summers Lane, Fort Bragg, CA



AGENCY:	City Council
MEETING DATE:	January 8, 2024
DEPARTMENT:	City Manager/Admin
PRESENTED BY:	I. Whippy
EMAIL ADDRESS:	iwhippy@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

APPROVAL OF THE FIRST AMENDMENT TO THE LEASE AGREEMENT WITH MENDOCINO COUNTY HUMANE SOCIETY TO INCLUDE THE OPERATION OF THE ANIMAL CONTROL FACILITY LOCATED AT 19701 SUMMERS LANE, FORT BRAGG, CA

ISSUE:

On November 13, 2023, the Fort Bragg City Council approved an Agreement with the County of Mendocino to terminate the Leasehold and Cooperative Agreement pertaining to the operation of the Animal Control facility located at 19701 Summers Lane. Staff recommends that the City add the Animal Control facility previously operated by the County of Mendocino to the current Mendocino County Humane Society Lease Agreement for expanded shelter and veterinary services.

ANALYSIS:

In July 1975, the City of Fort Bragg and the County of Mendocino entered into a Cooperative Agreement to permit the County to develop animal control services at 19701 Summers Lane in Fort Bragg. The Agreement allowed the County to construct and operate a new animal control facility to be located on City-owned property. Because of financial concerns, the County closed the animal control facility in mid-2023 and on November 13, 2023, the Fort Bragg City Council approved an Agreement with the County of Mendocino to terminate their Leasehold and Cooperative Agreement.

The Mendocino Coast Humane Society has requested to use the County facility to provide additional resources to augment their existing services. The City currently has a Lease Agreement, approved in 2010, with the Humane Society for the animal control facility located immediately adjacent to the former County animal control facility. Staff recommends that the City Council approve the First Amendment to Lease Agreement to permit the Humane Society to use the former County Animal Control facility.

RECOMMENDED ACTION:

The Fort Bragg City Council approve the First Amendment to Lease Agreement, which will permit the Humane Society to use the former County Animal Control facility located on Summers Lane.

ALTERNATIVE ACTION(S):

1. Provide alternative policy direction to staff.

IMPLEMENTATION/TIMEFRAMES:

Approved upon execution of First Amendment to Lease Agreement, 2024.

ATTACHMENTS:

1. Exhibit A - First Amendment to Lease Agreement
2. Attachment 1 – Humane Society Lease Agreement

**FIRST AMENDMENT TO
LEASE AGREEMENT**

This First Amendment to the Humane Society Lease Agreement is made and entered into by and between the Mendocino Coast Humane Society (“Tenant”) and the CITY OF FORT BRAGG (the “City” or “Landlord”), a municipal corporation of the State of California, collectively referred to as the “Parties.”

RECITALS

- A. The Parties executed a Lease Agreement effective September 22, 2010 (“Agreement”) whereby the City leases to Tenant certain real property located at 19691 Summers Ln, Fort Bragg, CA 95437 and more particularly described in Attachment 1 to the Agreement; and
- B. The City owns adjacent property at 19701 Summers Lane that was previously used by Mendocino County as an animal shelter; and
- C. The Parties desire to expand the leased area under the Agreement to include this additional adjacent property.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Amendment, the Parties agree as follows:

- 1. The definition of “Property” as set forth in Section 1.15 of the Agreement is expanded to include the real property described in Exhibit A to this Amendment.

Except as expressly amended herein, the Agreement, is hereby reaffirmed.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this First Amendment to Agreement on the 8th day of January 2024.

CITY OF FORT BRAGG

MENDOCINO COAST HUMANE SOCIETY

By: _____
Isaac Whippy, City Manager

By: _____
Judy Martin, Executive Director
Mendocino Coast Humane Society

ATTEST:

Diana Sanchez, City Clerk

That certain real property situated in the County of Mendocino, State of California and being a portion of the Northwest one-quarter of the Northwest one-quarter of Section 16, Township 18 North, Range 17 West, Mount Diablo Meridian, more particularly described as follows:

The bearings used in this description are in terms of the California State Grid, Zone 2.

PARCEL ONE

COMMENCING at the Southwest corner of the Northwest one-quarter of the Northwest one-quarter of Section 16, Township 18 North, Range 17 West, Mount Diablo Meridian, as said corner is shown and delineated upon that certain Map filed for record in Map Case 2, Drawer 17, Page 19, Mendocino County Records; thence from said point of commencement South $88^{\circ} 28' 15''$ East, along the Southerly boundary line of said Northwest one-quarter of the Northwest one-quarter of Section 16, a distance of 508.80 feet; thence leaving said legal subdivision line North $1^{\circ} 31' 45''$ East, 208.71 feet to the TRUE POINT OF BEGINNING; thence from said true point of beginning and along the exterior boundary lines of the parcel of land to be described as follows: Continuing North $1^{\circ} 31' 45''$ East, 208.71 feet; thence South $88^{\circ} 28' 15''$ East, 208.71 feet; thence South $1^{\circ} 31' 45''$ West, 208.71 feet; thence North $88^{\circ} 28' 15''$ West, 208.71 feet to the true point of beginning. CONTAINING an area of 1.000 acre, more or less.

Together with the right to operate, maintain and use an existing well site described as: BEGINNING at a point on the Southerly boundary line of the hereinabove described Parcel 1 that bears North $88^{\circ} 28' 15''$ West, 7.00 feet from the Southeast corner of said parcel; thence from said point of beginning and continuing North $88^{\circ} 28' 15''$ West, along the Southerly boundary line of said parcel, 40.00 feet; thence leaving said boundary line South $1^{\circ} 31' 45''$ West, 60.00 feet; thence South $88^{\circ} 28' 15''$ East, 40.00 feet; thence North $1^{\circ} 31' 45''$ East, 60.00 feet to the true point of beginning.

HUMANE SOCIETY LEASE AGREEMENT

This Lease Agreement (the "**Lease**") is entered into as of September 27, 2010, by and between the City of Fort Bragg, a municipal corporation ("**Landlord**" or "**City**") and Mendocino Coast Humane Society, a California non-profit (501(c)(3)) corporation ("**Tenant**"). Landlord and Tenant are hereinafter collectively referred to as "**Parties**."

RECITALS

A. Upon the execution of this Lease, Landlord will lease to Tenant that certain real property located within the City of Fort Bragg city limits, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with all the improvements located thereon and including a 50' roadway and utility easement to approach the facility herein referred to in Exhibit A, hereinafter referred to as the "**Property**".

B. The lease of the Property by Landlord to Tenant is for use solely by Tenant to provide an animal shelter for the benefit of the public.

C. Landlord desires to lease the Property to Tenant, and Tenant desires to lease the Property from Landlord, upon the terms and conditions set forth in this Lease, for the operation of an animal shelter by Tenant, as more particularly described herein.

D. The form of Lease was approved by Landlord's City Council at a duly noticed public meeting on September 27, 2010.

E. The Parties desire to enter into the Lease on the terms and conditions provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

1.1 "**Animal Shelter**" means a facility that is operated to provide for the care of homeless, stray or unwanted animals.

1.2 "**Animal Shelter Improvements**" means any and all improvements to the Property and/or facilities including all buildings, building improvements and land improvements built and owned by Tenant used thereon that are necessary or appropriate for the operation or support of the Animal Shelter, including but limited to a Veterinary Clinic, Pet Shop, and overnight animal accommodations.

1.3 "**City**" shall mean the City of Fort Bragg.

1.4 "**Commencement Date**" means September 28, 2010.

1.5 **“Construction Plans”** means any site design, engineering, landscaping, or architectural drawings and plans created for the purpose of guiding the development of the Property and the construction of the Animal Shelter Improvements and any related facilities.

1.6 **“Environmental Law”** means any and all federal, state and local statute, ordinance, order, rule, regulation, guidance document, judgment, governmental authorization, or any other requirement of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C.A. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Wat. Code § 13000 et seq.), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 et seq.), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health & Safety Code, § 25300 et seq.).

1.7 **“Expiration Date”** means June 1, 2060.

1.8 **“Events of Default”** are defined in Section 20 of this Lease.

1.9 **“Hazardous Materials”** means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Law as a “hazardous substance”, “hazardous material”, “hazardous waste”, “extremely hazardous waste”, “infectious waste”, “toxic substance”, “toxic pollutant”, or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term “hazardous substances” shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, methyl-tert-butyl-ether, perchlorate and synthetic gas usable as fuel, whether or not defined as a hazardous waste, hazardous material or hazardous substance in the Environmental Laws.

1.10 **“Landlord”** means the City of Fort Bragg.

1.11 **“Lease Termination”** means the expiration of the Term or sooner termination of the Lease.

1.12 "Losses" is defined in Section 16 of the Lease.

1.13 "Notice of Breach" is defined in Section 20.2 of the Lease.

1.14 "Personal Property" is defined in Section 17 of this Lease.

1.15 "Property" is defined in Exhibit A.

1.16 "Rent" is defined in Section 3 of the Lease.

1.17 "Tenant" means the Mendocino Coast Humane Society, a California non profit (501(c)(3) corporation, and any approved successor-in-interest or assignee of the Mendocino Coast Humane Society.

1.18 "Term" means the duration of the Lease as described in Section 2.

2. Term. The Term of this Lease shall commence on the Commencement Date and unless sooner terminated pursuant to the provisions hereof, shall expire on the fiftieth (50th) anniversary of the Commencement Date.

3. Rent. Rent shall be payable annually throughout the Term in the sum of One U.S. Dollar (\$1.00), payable on July 1st of each calendar year, for the use and occupancy of the Property.

4. Permitted Uses of Property.

4.1. Tenant shall use the Property for the exclusive purpose of operating an Animal Shelter and other facilities directly related to providing care and shelter to animals being housed at the Animal Shelter, such as a veterinary clinic. Tenant shall obtain and keep in effect all licenses and entitlements required for this use of the Property and shall comply with all terms and conditions of said licenses and entitlements. Tenant shall not physically damage, or fail to maintain and repair, the Property.

4.2. Tenant may not store, treat or dispose of Hazardous Materials on the Property, other than *reasonable* quantities of Hazardous Materials necessary for the operation and maintenance of an Animal Shelter. Any Hazardous Materials used in the ordinary course of operating and maintaining an Animal Shelter must be used and disposed of in accordance with Environmental Laws and worker health and safety laws.

4.3. A violation of any terms or conditions of sections 4.1 or 4.2, above, shall constitute an Event of Default, as described in section 20.1 below, on the part of Tenant and shall entitle Landlord to any of the remedies described herein relating to an Event of Default.

5. Construction of Animal Shelter.

5.1 Design and Construction of Improvements. Tenant shall be responsible for the design and construction (as that term is defined in California Labor Code § 1720(a)) of the Animal Shelter Improvements in compliance with all applicable

federal, state and local laws and regulations. Tenant will obtain all required permits to construct the Animal Shelter Improvements and related facilities, including without limitation, all service utilities, and will pay all costs associated therewith.

5.2. Cost of Construction. Except as expressly set forth herein, all costs of site preparation, design, development, construction and operation of the Animal Shelter, including the Animal Shelter Improvements, shall be borne solely by Tenant and shall not be an obligation of the Landlord. In addition, Tenant will pay all costs for the design and installation of private water and sewer.

5.3 Planning Application and Processing Fees. Tenant will promptly pay all City planning, administration and engineering fees and charges incurred by the City in connection with the coordination, review and approval of the Humane Society and the Animal Shelter Improvements.

5.4 Defects in Plans. Landlord shall not be responsible to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord and its council members, agents, employees, contractors, and volunteers from and against any claim for damage to property or injury to or death of any person arising out of, or in any way relating to, the Animal Shelter Improvements or related facilities, including without limitation, defects in the Construction Plans or defects in any work done pursuant to the Construction Plans, or the failure to obtain necessary permits.

5.6 Easements. Tenant shall obtain all necessary access and/or construction easements, and any rights-of-way or rights-of-entry necessary for the construction and/or operation of the Animal Shelter and Animal Shelter Improvements.

5.7 Delays in Completion. In the event that completion of the Animal Shelter Improvements is delayed, Tenant agrees that it shall take all steps reasonably necessary, in a manner reasonably acceptable to Landlord, to secure the construction site, protect the site from the elements, and screen the site from public view.

6. Compliance with Laws.

6.1 Generally. Tenant will, at its own cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, whether federal, state, county or municipal, including those requiring capital improvements to the Property, relating to any use and occupancy of the Property as an Animal Shelter. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Property or any portion of the Property, the Tenant must procure and maintain it throughout the term of this Lease. The judgment of any court of competent jurisdiction, or the admission by Tenant in a proceeding brought against Tenant by any governmental entity, that Tenant has violated any such statute, ordinance, regulation, or requirement will be conclusive as between Landlord and Tenant and will constitute grounds for termination of this Lease by Landlord.

6.2 Waste, Nuisance. Tenant may not use the Property, or permit or suffer the Property to be used, in any manner that results in waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties. Notwithstanding the foregoing, the Parties understand and agree that the Property is to be used as an Animal Shelter, and hereby agree that the normal operation of an Animal Shelter will not constitute a nuisance or unreasonable annoyance.

6.3 Damage. Tenant may not do anything on the Property that will cause damage to the Property.

6.4 Compliance with Hazardous Materials Laws. Tenant represents and warrants that during the term of this Lease, the Property will not be in violation of any federal, state or local law, ordinance or regulation regarding the use, storage, disposal or disposition of Hazardous Materials, and Tenant, at Tenant's sole cost and expense, will comply with and will not use the Property or suffer or permit anything to be done in, on, or about the Property which will in any way conflict with, any and all applicable federal, state, county or municipal laws, regulations or ordinances pertaining to air quality and water quality, Hazardous Materials, hazardous waste disposal, waste disposal, air emissions, water discharges, and other environmental and health and safety matters, which laws, regulations or ordinances impose any duty upon Landlord or Tenant directly or with respect to the use or occupancy of the Property. Landlord's determination that a substance is a Hazardous Material shall be conclusive unless Tenant establishes to the reasonable satisfaction of Landlord that because of its quantity, concentration, or physical or chemical characteristics, the substance does not pose a significant threat to human health and safety or to the environment.

6.5 Prevailing Wage Policy. Tenant shall carry out or shall cause its contractors to carry out, the construction of the Animal Shelter Improvements and all related facilities in conformity with all applicable local, state and federal laws, ordinances, rules and regulations, including without limitation, all applicable federal, state, and local labor laws and standards including, to the extent applicable, California Labor Code § 1720 *et seq.* and the regulations adopted pursuant thereto.

6.5.1 Tenant has paid, and will continue to pay for all costs associated with the development of the Property as an Animal Shelter. Such expenses include, but are not limited to, the cost for all necessary survey, drafting, and design work; permit application fees; and construction costs for all on- and off-site improvements, including the costs for all labor, materials, and inspections. Tenant will also be solely responsible for the costs associated with the ongoing maintenance of the Property and the Animal Shelter, except as otherwise excluded herein. Tenant will also be fully responsible for all costs and risk of loss associated with the operation of the Animal Shelter. In order to insure that there are no inadvertent payments of public funds, however, if Landlord receives any bill or invoice for any construction, alteration, demolition, installation, or repair work related to the development or maintenance of the Property or the operations of the Animal Shelter, Landlord must promptly notify Tenant of such bill or invoice. Upon receipt of such notice, Tenant shall pay any such bill or invoice out of its own funds.

6.5.2 Tenant shall defend, indemnify, protect and hold harmless the Landlord, its council members, employees agents and volunteers from and against any and all liabilities, obligations, orders, claims, damages, fines, penalties and expenses of any kind whatsoever (including, without limitation, reasonable attorneys' fees), arising from or in connection with Tenant's failure to comply with all applicable laws relating to the construction of the Animal Shelter Improvements, including, without limitation, all applicable federal, state and local labor laws and standards.

6.6 Nondiscrimination and Equal Opportunity. In accordance with California's Unruh Civil Rights Act, California Civil Code §51, Tenant may not discriminate on the basis of sex, race, color, religion, creed, religion, ancestry, national origin, language spoken, disability, medical condition, marital status, or sexual orientation in the hiring, firing, promoting or demoting of any person engaged in construction of the Animal Shelter Improvements or operation of the Animal Shelter, and Tenant must direct its contractors and subcontractors to refrain from discrimination on any such basis.

7. Utilities and Services. Throughout the Term, Tenant will be responsible for all costs associated with the provision of utilities and services to the Property, including without limitation electricity, gas, water, sewer, waste disposal, trash collection, janitorial, repair and maintenance services, telephone or other communication service, or any other utility service used, rendered or supplied upon or in connection with the Property or the Animal Shelter or any part thereof. Tenant will also obtain, or cause to be obtained, without cost to Landlord, any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the Property of wires, pipes, conduits and other equipment for the supply of utilities to the Property.

8. Maintenance and Repair. Tenant shall maintain the Property in a clean and sanitary condition. Landlord shall have no obligation to maintain or make repairs to the Property. Tenant shall pay all costs and expenses attributable to or incurred in connection with Tenant's use and occupancy of the Property including janitorial services as required by any state or county animal shelter codes.

9. Security. Tenant is responsible for providing reasonable security on the Property at all times.

10. Taxes and Assessments. Throughout the Term, Tenant shall pay, prior to delinquency, all real property taxes, possessory interest taxes, license and permit fees, sales, use or occupancy taxes, assessments whether general or special, ordinary or extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, pertaining to the Property or part thereof, including, but not limited to (i) any assessment, levy, imposition or charge in lieu of or in substitution for real estate taxes; and (ii) any assessment for public improvements or benefits which is assessed, levied, or imposed upon; or which becomes due and payable and a lien upon (a) the Property or any part thereof or any personal property, equipment or other facility used in the operation thereof, (b) the rent or income received by Tenant from subtenants or licensees, (c) any use or occupancy of the Property or part thereof, or (d) this transaction or any document to which Tenant is a party creating or transferring an

estate or interest in the Property, or any part thereof. Upon request by the Landlord, Tenant shall furnish, in a form satisfactory to Landlord, evidence of payment prior to delinquency of any such obligations payable by Tenant.

11. Public Utility Easements. Landlord reserves the right to locate and construct its own utilities, and to grant nonexclusive easements across the Property for other purposes, including the installation, maintenance, repair, and replacement of other utilities necessary or appropriate for the operation of the Animal Shelter. Tenant shall have no right to grant easements, licenses or any other interest in or right to use the Property without Landlord's prior written consent. Landlord agrees to join in granting or dedicating such public or private utility or other easements as may be reasonably required for the construction and operation of the Animal Shelter in accordance with this Lease. Landlord will not unreasonably withhold its consent to Tenant's request for utility easements and/or rights of way for installation, maintenance, repair, or replacement of utilities (including, without limitation, easements for telephone or other telecommunications facilities) that are useful or necessary for the construction of the Animal Shelter Improvements or the Tenant's use of the Property for the purposes permitted hereunder during the Term.

12. Inspection. At any time during the Term, upon reasonable advance notice and during normal business hours, Landlord may inspect the Property to confirm that it is being operated and properly maintained as required herein. Notwithstanding the above, in cases of emergency, Landlord may enter without notice and at any time, day or night. Following its inspection, Landlord may deliver to Tenant written notification of any portions of the Property which Landlord has determined are not being operated or properly maintained as required, and Tenant must promptly prepare and deliver to Landlord a proposed plan for remedying the indicated deficiencies. Tenant's failure to deliver a remedial plan and to complete remedial work within a reasonable time, as agreed upon by Landlord and Tenant, shall be a default under this Lease. The failure of Landlord to inspect or to notify Tenant of any deficiency shall not be a waiver of default or of Landlord's right to enforce Tenant's maintenance and repair obligations. Tenant shall defend (with counsel reasonably acceptable to Landlord), indemnify and hold Landlord, its council members, employees, agents and volunteers harmless from and against any and all claims arising out of Tenant's failure to fully and timely fulfill its obligations as required hereunder, including without limitation, the obligation to maintain and repair the Animal Shelter Improvements. Nothing in this Section 12 obligates Landlord to conduct inspections of the Property.

13. Condition of the Property.

13.1 "AS-IS" Condition. Tenant is leasing the Property in its "AS IS" condition, with all faults, as such condition exists as of the Commencement Date. Landlord recommends that Tenant conduct a full inspection into the condition of the Property to ensure that the Property is free and clear of Hazardous Materials, that the Property is adequate for its intended use as an Animal Shelter, and that the Tenant can secure the appropriate governmental approvals to operate an Animal Shelter.

13.2 Environmental Condition of the Property. California Health & Safety Code section 25359.7 requires owners of non-residential real property who

know, or have reasonable cause to believe, that any release of Hazardous Substances has come to be located on or beneath the real property to provide written notice of same to the buyer or lessee of real property. Landlord urges Tenant to satisfy itself regarding the environmental condition of the Property. By execution of this Lease, Tenant (i) acknowledges it is in receipt of the foregoing notice given pursuant to Cal. Health & Safety Code § 25359.7; (ii) acknowledges that it has been urged to and may conduct its own independent review and investigation of the Property; and (iii) waives any and all rights Tenant may have to assert that the Landlord has not complied with the requirements of Health & Safety Code § 25359.7. Tenant covenants that throughout the term of the Lease, Tenant will comply with the obligations of Lessees in California Health & Safety Code § 25359.7, including without limitation, notifying Landlord of any suspected Hazardous Materials on, under, or about the Property.

14. Future Alterations and Repairs. Tenant may not make alterations, erections, or additions to the Property without the prior written consent of Landlord and without first obtaining all permits and other requirements necessary for such alterations, erections, or additions. Landlord agrees that Tenant is entitled to make repairs as part of its normal maintenance and risk management programs without obtaining prior written consent of Landlord.

15. Insurance Requirements. During the term of this Lease, all extensions thereof, hold-over periods, or any other occupancy of the Property by Tenant, Tenant must maintain at its sole cost and expense, the following insurance coverages: (i) Comprehensive General Liability insurance issued by a carrier authorized to sell insurance in the State of California, written on an occurrence basis, and providing coverage for bodily injury, death and property damage caused by or occurring in connection with Tenant's use and occupancy of the Property with a policy limit of at least One Million U.S. Dollars (\$1,000,000) per occurrence and Two Million Dollars in the aggregate (\$2,000,000); (ii) Workers' Compensation insurance in compliance with the requirements of California law; and (iii) property insurance providing coverage against fire, casualty loss and damage to the Property and the Animal Shelter Improvements in the amount of One Million Dollars (\$1,000,000).

15.1 Additional Insured, Cancellation. All policies, except for Workers' Compensation, must name Landlord as an additional insured. All policies must contain a provision that coverage will not be cancelled, nonrenewed, or permitted to expire or lapse without thirty (30) days prior written notice being provided by the insurance carrier to Landlord. When cancellation of coverage is for reasons of non-payment of premium, the insurance company must provide Landlord with ten (10) days written notice of cancellation.

15.2 Cross Liability Exclusion. All coverages must provide that the insurance is primary with respect to all parties insured by the policy. There shall be no cross-liability exclusion in any insurance policy.

15.3 Copies of Policies. Tenant shall, within ten (10) days after execution of this Lease and promptly thereafter when any such policy is replaced, rewritten, or renewed, delivered to Landlord a true and correct copy of each insurance policy required by Section 15 of the Lease. In limited circumstances, and at the sole discretion of Landlord, Tenant may provide a certificate executed by the insurance company or companies or their authorized agents evidencing the policy or policies.

15.4 Destruction of Improvements. If at any time during the term of this Lease, any improvements now or hereafter on the Property are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of Landlord, this Lease shall continue in full force and effect or be terminated in the manner set forth in Section 19 of this Lease.

15.5 Failure to Obtain Insurance. If Tenant fails or refuses to procure or to maintain insurance as required by this Lease, or fails or refuses to furnish Landlord with required proof that the insurance has been procured and is in force and paid for, Landlord shall have the right at Landlord's election and without notice, to procure and maintain such insurance. The premiums paid by Landlord shall be treated as added rent due from Tenant with interest at the maximum allowable legal rate in effect in California on the date when the premium is paid. Landlord shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurers, and interest shall run from the date of the notice.

15.6 Exculpation of Landlord. Landlord shall not be liable to Tenant for any damage to Tenant or to the Animal Shelter Improvements on the Property from any cause, except if such damage is caused by the gross negligence of Landlord, its agents, employees, contractors, or volunteers. For purposes of Sections 15 and 16 of the Lease, "gross negligence of Landlord, its agents, employees, contractors, or volunteers" shall not include any failure on the part of such parties to conduct inspections of the Property or the Animal Shelter Improvements or otherwise make themselves aware of conditions on the Property. The Parties expressly agree that Indemnitees, as defined in Section 16, below, shall have no obligation or duty to conduct inspections of the Property. The conditions of the Property and the Animal Shelter Improvements shall, during the term of this Lease, be the responsibility of Tenant. Tenant waives all claims against Landlord for damage to Tenant, Tenant's property, Tenant's facilities, and to the Animal Shelter Improvements, except if such claims are the result of gross negligence on the part of Landlord, its agents, employees, contractors, or volunteers.

16. Indemnity. To the fullest extent allowed by law, Tenant will indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord, its council members, employees, agents and volunteers ("**Indemnitees**") harmless from and against any and all claims, demands, liabilities, losses, damages, expenses (including attorney and consultant fees), environmental investigation, removal and remedial action costs, and causes of actions (collectively, hereinafter "**Losses**") arising out of or in connection with the condition of the Property including, without limitation, the presence or discovery, investigation or cleanup of Hazardous Materials, the death or injury to any person or animal on the Property, or the damage or destruction of the Property. The

indemnification provided in this paragraph shall specifically apply to and include: claims or actions brought by or on behalf of Tenant's employees; Tenant's use, occupation, operation or management of the Property; Tenant's failure to comply with any of its obligations contained in this Lease; or any negligence of Tenant or any of Tenant's officers, directors, employees, agents, contractors, guests, or invitees, provided that Tenant shall not be obligated to indemnify, defend or hold Landlord harmless for Losses resulting from the gross negligence of Landlord, its council members, agents, employees, contractors, or volunteers. Tenant hereby expressly waives any immunity to which Tenant may otherwise be entitled under any industrial or worker's compensation laws with respect to Landlord, its council members, agents, employees, contractors, or volunteers. Tenant's indemnity obligation set forth herein shall survive the termination or expiration of this Lease with respect to Losses arising out of injury or damage to person, animal or property which occurs during the Term.

17. Ownership of Improvements During and After Term.

17.1 Ownership During Term. During the Term of this Lease, all Animal Shelter Improvements constructed on the Property by Tenant as permitted or required by this Lease shall, subject to the terms of this Lease, be and remain the property of Tenant. All personal property, furnishings, fixtures and equipment installed by Tenant in, or on the Property which (i) are not attached to the Property so as to cause substantial damage upon removal, and (ii) are not necessary for the normal operation of the Animal Shelter, shall be the personal property of Tenant (the "**Personal Property**"). At any time during the Term, Tenant shall have the right to remove the Personal Property, provided that Tenant shall repair any damage caused by the removal of such Personal Property. Personal Property shall not include any portion or part of any building components or fixtures necessary for the operation of basic building systems for structures constructed on the Property including without limitation, restroom facilities (such as boilers, plumbing, electrical systems, lighting, sanitary fixtures and HVAC systems) which shall be deemed a part of the Animal Shelter Improvements.

17.2 Ownership at Lease Termination. Upon the expiration or earlier termination of the Lease, Section 20.3.1 of this Lease shall apply.

18. Damage or Destruction. In the event of material damage to or destruction of the Improvements, or any part thereof, Tenant shall promptly give Landlord notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. In the event of any damage to or destruction of the Animal Shelter Improvements or facilities during the Term, Tenant shall elect, by written notice delivered to Landlord within sixty (60) days following the date of the occurrence of the damage, to either remove the Animal Shelter Improvements or restore and rebuild the Animal Shelter Improvements as nearly as possible to their condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in applicable laws. If Tenant elects to restore the Animal Shelter Improvements, Tenant shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Animal Shelter Improvements within the earlier of one hundred twenty (120) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work.

19. Restrictions on Transfer, Assignment and Encumbrance; Termination.

19.1 Nothing in this Lease shall be construed as an agreement by Landlord to subordinate its fee interest in the Property or its right to rent payments hereunder or any other right of Landlord herein. Landlord shall have no obligation to encumber or otherwise subordinate its fee interest in the Property. Tenant shall have no right to sell, transfer, sublet, assign, encumber, hypothecate or otherwise convey its leasehold interest hereunder or any portion of its interest in the Property, the Improvements, or this Lease voluntarily, involuntarily, by operation of law, or otherwise, without Landlord's prior written consent, which shall not be unreasonably withheld. No voluntary or involuntary assignee, subtenant, or successor in interest of Tenant shall acquire any rights or powers under this Lease absent such consent.

19.2 Tenant shall have the right to terminate this Lease without cause upon 90 days prior written notice to Landlord of Tenant's intent to terminate. Upon termination, Tenant shall also comply with its obligations identified in section 20.3.1, below.

20. Default.

20.1 Event of Default. Tenant shall be in default under this Lease upon the occurrence of any of the following ("**Events of Default**"):

20.1.1 Monetary Obligation. Tenant at any time is in default hereunder as to any monetary obligation (including without limitation, Tenant's obligation to pay taxes, assessments or the cost of utility services due on the Property or part thereof), and such default continues for sixty (60) days after the date upon which Landlord gives notice of breach.

20.1.2 Non-Monetary Obligations. Tenant defaults in the performance of any term, provision, covenant or agreement contained in this Lease that is not a monetary obligation.

20.1.3 Use. If Tenant at any time ceases to use the Property in the manner prescribed in Section 4 of this Lease.

20.1.4 Insurance. Tenant fails to obtain and maintain any insurance required herein, and Tenant fails to cure such default within ten (10) calendar days following receipt of notice of breach;

20.1.5 Abandonment. Tenant abandons the Property or ceases to use it for the purposes authorized hereby for a period of sixty (60) calendar days or more or as established pursuant to Cal. Civil Code §1951.3.

20.1.6 Transfer. A voluntary or involuntary Transfer of all or any portion of Tenant's interest in this Lease without Landlord's written consent.

20.1.7 Not Applicable

20.1.8 Right to Cure. If Tenant defaults on its obligations, as described in Sections 20.1.2 – 20.1.8, above, then Tenant shall have the right to cure such default within sixty (60) days of receiving notice from Landlord of such default. If the default is of a nature that it cannot be cured within sixty (60) days, Tenant shall continue to have the right to cure such default if Tenant commences to cure the default within sixty (60) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred and eighty (180) days after receipt of notice of default.

20.1.9 Attachment. A writ of execution or attachment or any similar process is issued or levied against all or any part of the interest of Tenant in the Property and such execution, attachment or similar process is not released, bonded, satisfied, or vacated or stayed within sixty (60) calendar days after its entry or levy, such sixty (60) day period to be extended during any period of a bona fide appeal diligently pursued by Tenant.

20.2 Notice of Breach. Upon the occurrence of a default hereunder, the non-breaching party shall deliver a notice to the nonperforming party (the “**Notice of Breach**”), stating the nature of the obligation which such nonperforming party has failed to perform, and stating the applicable period of time, if any, permitted to cure the default. Failure to give, or delay in giving, Notice of Breach shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder.

20.3 Remedies Upon Termination or Default. Upon the occurrence of any of the Events of Default that Tenant does not cure within the time prescribed herein, and in addition to any and all other rights or remedies of Landlord hereunder and/or provided at law or in equity, Landlord shall have the right to terminate this Lease and Tenant's possessory rights hereunder in accordance with section 20.2, above or in accordance with any applicable law. No remedy specified in this Lease shall be considered exclusive of any other remedy, but shall be cumulative.

21. Failure to Vacate. In the event that Tenant holds over, Landlord's remedies shall include any remedies as may be available to Landlord at law or in equity. In addition, Tenant shall indemnify, defend (with counsel approved by Landlord) and hold harmless Landlord from all Losses resulting from Tenant's failure to vacate pursuant to this Lease. This indemnity shall survive termination of the Lease.

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

- (i) personal delivery, in which case notice is effective upon delivery;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

To Landlord: City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437
Attention: City Manager

To Tenant: The Mendocino Coast Humane Society
19691 Summers Lane
Fort Bragg, CA 95437
Attention: Shelter Director

Either Party may change its address for receipt of notices by giving written notice of change to the other Party. Either Party may give personal notice to the other Party.

23. Short Form of Lease. A memorandum of lease substantially in the form attached hereto as Exhibit B shall be executed by Parties and recorded in the official records of Mendocino County.

24. Severability. The determination that a provision of this Lease is illegal or unenforceable shall not affect any other provision of this Lease.

25. Successors and Assigns. Subject to section 19 of this Lease, the provisions, covenants, conditions and obligations of this Lease shall extend to, be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the respective Parties to this Lease.

26. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Lease.

27. Time is of the Essence. Time is of the essence of this Lease and of each provision hereof.

28. Entire Agreement. This Lease contains all the agreements of the Parties hereto and supersedes all prior negotiations. There have been no representations by Landlord or understandings made between Landlord and Tenant other than those set forth in this Lease.

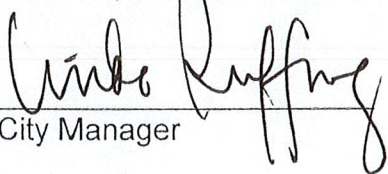
29. Amendment. This Lease may only be modified or amended by a written instrument duly executed by the Parties hereto.

30. Governing Law and Venue. This Lease shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any actions, proceedings, or litigation to enforce or interpret the terms of this Agreement must be brought in a court of competent jurisdiction located in Mendocino County.

31. Non-Liability of Officials, Employees and Agents. No council member, official, employee, agent, representative or volunteer of the Landlord shall be personally liable to Tenant or its successors in interest in the event of any default or breach by Landlord or for any amount which may become due to pursuant to this Lease.

IN WITNESS WHEREOF, this Lease has been executed by the Parties hereto as of the date first shown above.


LANDLORD, CITY OF FORT BRAGG

By: 
City Manager

TENANT, MENDOCINO COAST HUMANE SOCIETY

By: 
President, Board of Directors

Attest:

By: 
City Clerk

Approved as to form:

By: See attached
Michael Gogna, City Attorney

Approved as to form:

By: n/a
Attorneys for Mendocino Coast Humane Society

HUMANE SOCIETY LEASE DESCRIPTION

"EXHIBIT A"

ALL THAT CERTAIN REAL PROPERTY situated, lying and being in Section 16, Township 18 North, Range 17 West, Mount Diablo Meridian, in the City of Fort Bragg, County of Mendocino, State of California, as shown on Amended Record of Survey Map, filed in Map Case 2, Drawer 29, Page 74, in the office of the County Recorder of said County and more particularly described as follows:

Commencing at the North 1/16 Section Corner as shown on said Record of Survey;

Thence South 88°28'15" East along the 1/16th section line a distance of 16.89 feet to the True Point of Beginning for this description;

Thence Southeasterly along said line South 88°28'15" East a distance of 909.33 feet;

Thence North 01° 31' 45" East a distance of 208.71 feet;

Thence northwesterly along a common line with the Animal Control Facility Property Lease North 88°28'15" West a distance of 367.42 feet to a tangent curve and the Southeasterly right of way of a 50 roadway and public utility easements as shown on said record of survey;

Thence, along a tangent curve to the right, having a radius of 50.00 feet, through a central angle of 90°00'00", an arc length of 78.54 feet;

Thence continuing along said southerly right of way North 88° 28' 15" West a distance of 52.20 feet;

Thence South 51° 43' 35" West a distance of 65.53 feet to a tangent curve;

Thence, along a tangent curve to the right, having a radius of 165.00 feet, through a central angle of 63°03'45", an arc length of 181.61 feet;

Thence North 65° 12' 40" West a distance of 48.02 feet to a tangent curve;

Thence, along a tangent curve to the left, having a radius of 75.00 feet, through a central angle of 90°47'17", an arc length of 118.84 feet to a point on a reverse curve, the radius point which bears North 65°59'57" West;

Thence Southwesterly along said curve, a radius of 125.00 feet, through a central angle of 48°52'51", an arc length of 106.64 feet to the True Point of Beginning and the end of this description.

Said property contains 3.04 acres more or less.



David W. Goble Director of Public Works
P.L.S. No. 6493 Expiration 6-30-11





Scale 1"=100'

50' ROADWAY AND PUBLIC UTILITY EASEMENT FOR INGRESS AND EGRESS BY THE GENERAL PUBLIC, AS SHOWN ON AMENDED RECORD OF SURVEY, MAP CASE2, DRAWER 29, PAGE 74, RECORDS OF MENDOCINO COUNTY

SECTION LINE 17

SECTION LINE 16

Page 17 of 24

SUMMERS LANE

NORTH 1/16 SECTION CORNER

S88°28'15"E
16.89'

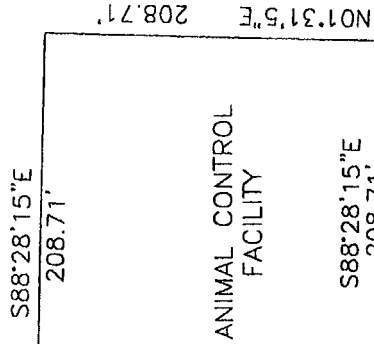
CURVE	DATA
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CURVE TABLE

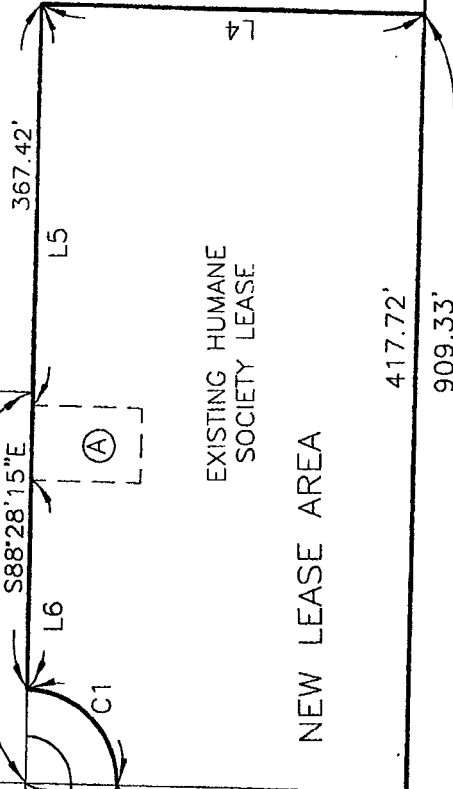
LINE TABLE

LINE	BEARING	COURSE
L1	S88°28'15"E	52.20'
L2	N51°43'35"E	65.53'
L3	S65°12'40"E	48.02'
L4	S01°31'45"W	208.71'
L5	S88°28'15"E	215.71'
L6	S88°28'15"E	111.71'
L7	N01°31'45"E	208.71'

Ⓐ 40'X60' EASEMENT FOR WELL OPERATION AND MAINTENANCE PER AMENDED RECORD OF SURVEY, MAP CASE 2, DRAWER 29, PAGE 74, RECORDS OF MENDOCINO COUNTY.



ANIMAL CONTROL FACILITY



EXISTING HUMANE SOCIETY LEASE

NEW LEASE AREA

EXHIBIT 'A'
NEW LEASE FOR
HUMANE SOCIETY

**Exhibit B
to Lease**

**Recording Requested by
and when Recorded, Return to:**

City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437
Attention: City Clerk

Exempt From Recording Fees Per
Government Code §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

MEMORANDUM OF LEASE

This Memorandum of Lease (this "**Memorandum**"), dated for reference purposes as of September 22, 2010, by and between the City of Fort Bragg a municipal corporation ("**Landlord**") and the Mendocino Coast Humane Society, a California non-profit (501(c)(3)) corporation, ("**Tenant**"), in reference to and consideration of that certain Lease dated as of September 22, 2010 ("**Effective Date**"), by and between Landlord and Tenant (the "**Lease**").

1. The purpose of this Memorandum is to provide notice of the existence of the Lease which is incorporated herein by this reference.

2. Landlord is the owner of fee title to the Property located at 19691 Summers Lane Road, in the unincorporated County of Mendocino, and within the City of Fort Bragg city limits, California, as more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference (the "**Property**").

3. Pursuant to the Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Property, subject to all of the terms and conditions set forth in the Lease under the condition that the Property be used solely for the development and operation by Tenant of a public animal shelter for animal shelter purposes.

4. The term of the Lease commences on September 22, 2010 and unless sooner terminated pursuant to the provisions of the Lease, shall expire on the fiftieth (50th) anniversary of the Commencement Date.

5. Should Tenant fail to meet the conditions in the Lease, Landlord shall have the right to reconvey the Property back to Tenant. In any event, if Tenant shall fail to use the Property only for the purposes identified in the Lease, Landlord shall remove

municipal water and sewer services and related connections shall be removed if required, at Tenant's cost, subject to the terms and conditions contained in the Lease.

6. In the event of any conflict between this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall control.

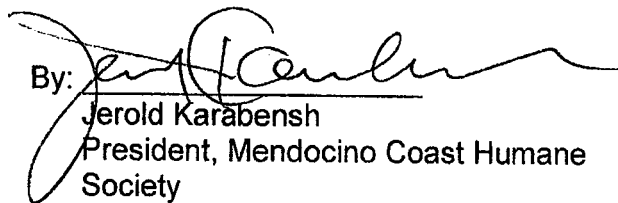
7. This Memorandum may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one fully-executed agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date set forth above.

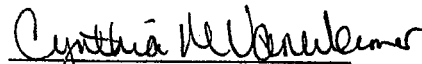
"LANDLORD"
CITY OF FORT BRAGG

By: 
City Manager

"TENANT"
MENDOCINO COAST HUMANE SOCIETY

By: 
Jerold Karabensh
President, Mendocino Coast Humane
Society

Attest:

By: 
City Clerk

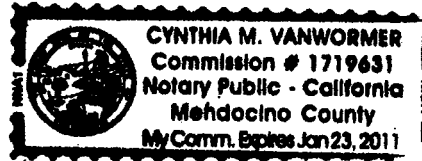
STATE OF CALIFORNIA
COUNTY OF MENDOCINO

On September 22, 2010, before me, Cynthia M. VanWormer, a Notary Public, personally appeared Jerald Karabensh, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cynthia M. VanWormer



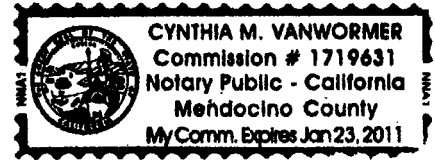
STATE OF CALIFORNIA
COUNTY OF MENDOCINO

On October 21, 2010, before me, Cynthia M VanWormer, a
Notary Public, personally appeared Linda Ruffing, who proved to me on
the basis of satisfactory evidence to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cynthia M VanWormer



HUMANE SOCIETY LEASE DESCRIPTION

"EXHIBIT 1"

ALL THAT CERTAIN REAL PROPERTY situated, lying and being in Section 16, Township 18 North, Range 17 West, Mount Diablo Meridian, in the City of Fort Bragg, County of Mendocino, State of California, as shown on Amended Record of Survey Map, filed in Map Case 2, Drawer 29, Page 74, in the office of the County Recorder of said County and more particularly described as follows:

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Thence South 88°28'15" East along the 1/16th section line a distance of 16.89 feet to the True Point of Beginning for this description;

Thence Southeasterly along said line South 88°28'15" East a distance of 909.33 feet;

Thence North 01° 31' 45" East a distance of 208.71 feet;

Thence northwesterly along a common line with the Animal Control Facility Property Lease North 88°28'15" West a distance of 367.42 feet to a tangent curve and the Southeasterly right of way of a 50 roadway and public utility easements as shown on said record of survey;

Thence, along a tangent curve to the right, having a radius of 50.00 feet, through a central angle of 90°00'00", an arc length of 78.54 feet;

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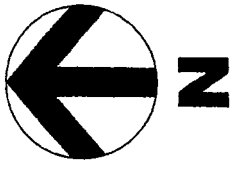
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Said property contains 3.04 acres more or less.



David W. Goble Director of Public Works
P.L.S. No. 6493 Expiration 6-30-11





Scale 1"=100'

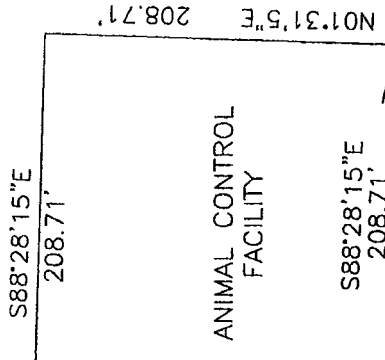
50' ROADWAY AND PUBLIC UTILITY EASEMENT FOR INGRESS AND EGRESS BY THE GENERAL PUBLIC, AS SHOWN ON AMENDED RECORD OF SURVEY, MAP CASE2, DRAWER 29, PAGE 74, RECORDS OF MENDOCINO COUNTY

SECTION LINE 17
SECTION LINE 16

Page 24 of 24

SUMMER'S LANE

CITY OF FORT BRAGG



ANIMAL CONTROL FACILITY

S88°28'15"E
208.71'

S88°28'15"E
208.71'

367.42'



EXISTING HUMANE SOCIETY LEASE

NEW LEASE AREA

HUMANE SOCIETY

491.91'

417.72'

S88°28'15"E

NORTH 1/16 SECTION CORNER

S88°28'15"E
16.89'

(A) 40'X60' EASEMENT FOR WELL OPERATION AND MAINTENANCE PER AMENDED RECORD OF SURVEY, MAP CASE 2, DRAWER 29, PAGE 74, RECORDS OF MENDOCINO COUNTY.

CURVE TABLE

CURVE	DATA
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L6	S88°28'15"E	111.71'
L7	N01°31'45"E	208.71'

EXHIBIT 'A'
NEW LEASE FOR
HUMANE SOCIETY



City of Fort Bragg

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

Text File

File Number: 23-492

Agenda Date: 1/8/2024

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8C.

Adopt Joint City Council/Improvement District Board/Redevelopment Successor Agency
Resolution Approving a Third Amendment to the Agreement Between the City of Fort Bragg and
Jones & Mayer for the Provision of Legal Services and Authorizing the City Manager to Execute
the Same

RESOLUTION NO. _____-2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL

and

RESOLUTION NO. ID _____-2024

RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD

and

RESOLUTION NO. RS _____-2024

RESOLUTION OF THE FORT BRAGG REDEVELOPMENT SUCCESSOR AGENCY APPROVING A THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF FORT BRAGG AND JONES & MAYER FOR THE PROVISION OF LEGAL SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME

WHEREAS, the City of Fort Bragg ("City") entered into a Retainer Agreement for City Attorney Services with the Law Offices of Jones & Mayer ("Jones & Mayer") on July 8, 2019, pursuant to Resolution 4166-2019, Resolution ID 413-2019, and Resolution RS 21-2019; and

WHEREAS, the City and Jones & Mayer executed a First Amendment to the Agreement on April 14, 2021, pursuant to Resolution 4377-2021, Resolution ID 442-2021, and Resolution RS 30-2021; and

WHEREAS, the City and Jones & Mayer executed a Second Amendment to the Agreement on September 13, 2021, pursuant to Resolution 4442-2021, Resolution ID 456-2021, and Resolution RS 32-2021; and

WHEREAS, the parties desire to amend the Agreement with a third amendment to replace Keith F. Collins with Baron J. Bettenhausen as the designated and appointed City Attorney for the City of Fort Bragg; and

WHEREAS, except as expressly amended, the Retainer Agreement between the City and Jones & Mayer dated July 8, 2019, as amended is hereby reaffirmed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg, the District Board of the Fort Bragg Municipal Improvement District No. 1, and the Agency Board of the Fort Bragg Redevelopment Successor Agency each hereby approve a Third Amendment to the Retainer Agreement for City Attorney Services, as set forth in Exhibit "A," attached hereto and incorporated herein by reference, and authorize the City Manager to execute said Agreement on behalf of the City.

The above and foregoing Resolution was introduced by Council/Board/Agency Member _____, seconded by Council/Board/Agency 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/Fort Bragg Redevelopment Successor Agency held on the 8th day of January 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

RECUSE:

BERNIE NORVELL
Mayor/Chair

ATTEST:

Diana Sanchez, City Clerk/
District Clerk/Successor Agency Secretary

**THIRD AMENDMENT TO RETAINER AGREEMENT
FOR CITY ATTORNEY SERVICES FOR THE
CITY OF FORT BRAGG**

This Third Amendment to Retainer Agreement for City Attorney Services ("Agreement") is made and entered into by and between the LAW OFFICES OF JONES MAYER ("Jones Mayer") and the CITY OF FORT BRAGG ("City") (collectively "Parties"), a municipal corporation of the State of California.

RECITALS

- A. The City entered into a Retainer Agreement with Jones Mayer on July 8, 2019, to provide general legal services for the City.
- B. Jones Mayer is a firm in the general practice of law with extensive municipal experience and is fully able to carry out the duties described in the Agreement and this Amendment.
- C. The Parties executed a First Amendment to the Agreement to appoint Scott Porter as the Assistant City Attorney.
- D. The Parties executed a Second Amendment to the Agreement to adjust the amount of monthly legal service hours and compensation.
- E. The Parties now desire to amend the Agreement a third time to appoint Baron J. Bettenhausen as the City Attorney.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Amendment, the Parties agree as follows:

- 1. Paragraph 1.A of the Agreement is hereby amended to replace Keith F. Collins with Baron J. Bettenhausen as the designated and appointed City Attorney for the City of Fort Bragg.
- 2. Except as expressly amended herein, the Retainer Agreement between the City and Jones & Mayer dated July 8, 2019, as amended is hereby reaffirmed.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Third Amendment to the Agreement effective on the 8th day of January, 2023.

CITY OF FORT BRAGG

JONES MAYER

By: _____
Isaac Whippy, City Manager

By: _____
Richard D. Jones, Owner

ATTEST:

Diana Sanchez, City Clerk

**RETAINER AGREEMENT
FOR CITY ATTORNEY SERVICES
CITY OF FORT BRAGG**

This Retainer Agreement for City Attorney Services ("Agreement") is made and entered into by and between the LAW OFFICES OF JONES & MAYER ("Jones & Mayer") and the CITY OF FORT BRAGG (the "City"), a municipal corporation of the State of California.

RECITALS

- A. Jones & Mayer is a firm in the general practice of law with extensive municipal experience, and is fully able to carry out the duties described in this Agreement.
- B. The City desires to contract with Jones & Mayer to provide contract legal services to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, Jones & Mayer and the City agree as follows:

1. **APPOINTMENT OF CONTRACT CITY ATTORNEY**

A. Keith F. Collins is hereby designated and appointed as Contract City Attorney ("City Attorney") of the City, effective May 13, 2019, with Ryan R. Jones as the designated Assistant City Attorney, and they shall serve and be compensated as provided by this Agreement. The City Attorney shall process, coordinate, and direct, as necessary, all legal services provided under this Agreement in order to maximize the timeliness and usefulness of the delivery of such services. To the extent required by the City Council, the City Attorney shall attend all City Council meetings and other meetings, and be available at all reasonable times to the Mayor and City Council, the City Manager, and persons designated by the City Manager, in relationship to all legal services to be furnished by Jones & Mayer under this Agreement. The City Attorney shall also direct and coordinate all internal activities so that all services provided by Jones & Mayer under this Agreement to the City shall be fully competent, professional, consistent, timely, and in accordance with the standards prevalent in the industry. It is expressly understood that the experience, knowledge, capability, and reputation of the designated and appointed City Attorney are a substantial inducement for the City to enter into this Agreement. The City Attorney shall be responsible during the term of this Agreement for directing all activities of Jones & Mayer on behalf of the City and devoting such time as necessary to personally supervise such services. The primary assignment of the City Attorney shall not be changed by Jones & Mayer without the express approval of the City.

B. All attorneys of Jones & Mayer assigned to perform approved City business shall, at all times while this Agreement is in effect and at their sole cost and expense, be fully qualified and licensed to practice law in the State of California and before all appropriate federal courts and other bodies and tribunals.

C. The term of this Agreement shall commence on January 01, 2019 and shall continue unless it is terminated in accordance with Section 11 of this Agreement, or amended by mutual written agreement of the parties.

2. SCOPE OF WORK

A. Jones & Mayer agrees to perform all necessary legal services as Contract City Attorney, and shall:

1. Attend one regularly scheduled City Council meeting per month as assigned by the Mayor or City Manager, and special City Council meetings and City Council study sessions when requested by the Mayor or City Manager.
2. Attend other meetings at City Hall or via conference call as required by the City Council or the City Manager.
4. Advise the City Council; appointed Commissions, Committees, and Boards; City staff; and other City officials on all legal matters pertaining to City business.
5. Prepare, review, and approve as to form, contracts, agreements, resolutions, ordinances, and all other standard City documents.
6. Prepare such written and oral legal opinions as shall, from time to time, be requested by the City.
7. Perform such other routine legal services as are required, from time to time, by the City Council or the City Manager.
8. Represent the City and the City's officials, officers, and employees in litigation and administrative proceedings as directed by the City Council or the City Manager.
9. At the request of the City, Jones and Mayer may be asked to provide an estimate of hours and cost to complete a special project or task assigned by the City Manager, or designee, the City Council.
10. Prosecution of Fort Bragg Municipal Code violations shall be provided by Jones & Mayer, if requested under this Agreement. The City Prosecutor or his/her designees shall provide those legal services which are determined to be reasonably required to represent City, and shall take reasonable steps to keep City informed of progress and to respond to City's inquiries. City understands that the City Prosecutor and his designees will be exercising their independent prosecutorial judgment in connection with all code enforcement matters in consultation with City's staff.

B. The City reserves the right to retain, at its sole option, other legal counsel for specialized legal matters. The City Attorney will supervise outside legal counsel's work. This

reservation of rights does not preclude the City from assigning these matters to Jones & Mayer as part of the scope of duties under this Section 2 or requesting recommendations concerning the selection of outside legal counsel.

3. COMPENSATION

Jones and Mayer shall be compensated under the terms of this Agreement as follows:

A. General Legal Services

The City shall pay Jones & Mayer a retainer of \$7,175 per month, which amount will cover general legal services up to 35 hours per month and travel time for 1 meeting at the City per month. General legal services in excess of a total of 35 hours shall be billed at the rate of \$225.00 per hour. After six months of Jones & Mayer providing legal services for the City, and on an annual basis thereafter, the City may evaluate whether 35 hours of general legal services adequately serves the City's legal needs. Should the City desire more or less than 35 hours of general legal services, the City and Jones & Mayer shall reasonably agree to adjust the number of hours under the retainer accordingly.

General legal services are those services which involve regular, recurring legal and factual issues. General legal services include: Attendance at City Council and other committee or commission meetings as necessary including travel time, attendance at regular Staff meetings, providing legal counsel and advice to elected and appointed Officials as to City business, work with City Staff on all agenda items for City meetings, drafting, review and revision of City agendas, agreements, contracts, instruments, ordinances, reports, resolutions, and other documents as requested by City, and providing legal advice concerning Brown Act, Public Records Act, Political Reform Act and other conflict of interest compliance, and supervision of legal services performed by special counsel.

If any part of the retainer hours or a scheduled meeting is not used in a particular month, those excess hours and/or trips would roll over and be available to the City in the next month. Any roll over hours will be deducted from the retainer billing on a quarterly basis at the applicable hourly rate.

B. Specialized Legal Services/Special Projects

Specialized projects and non-litigation legal services not included within the retainer shall be billed to the City at the rate of \$225 per hour. Paralegal services, for non-litigation legal services not included in the retainer shall be billed at the rate of \$115 per hour. All costs and expenses, except for those as set forth in Section 3.F below shall be deemed included in the foregoing hourly billing rates. The retainer shall be prorated for the first partial month of services provided hereunder.

Special legal services or special projects include those matters which present unique legal and/or factual issues. Special legal services differ from general legal services in that they are of an irregular non-recurring basis. Examples includes work of unusual complexity or requiring an

extraordinary dedication of attorney time, as determined by the City Manager or City Council, such as preparation and review of environmental documents under CEQA, NEPA, the Integrated Waste Management Act, the Clean Water Act, initiatives and referendums, interagency conflicts/issues, negotiation and drafting of complex real estate and development agreements, etc. The City Attorney may not unilaterally designate any matter as a special project.

C. Litigation Services

Litigation matters approved by the City Manager and/or City Council shall not be included in the retainer amount. Litigation legal services shall be billed at the rate of \$225 per hour. Paralegal services shall be billed at the rate of \$115 per hour. All costs and expenses, except for those as set forth in Section 3.F below shall be deemed included in the foregoing hourly billing rates. The City Attorney will first get approval from the City Manager or City Council before commencing work on litigation matters.

D. Code Enforcement Services

Jones & Mayer agrees to perform all necessary legal services as Contract City Prosecutor. Fees for code enforcement matters shall be \$225.00 per hour. Paralegal services shall be billed at the rate of \$115 per hour. All costs and expenses, except for those as set forth in Section 3.F below shall be deemed included in the foregoing hourly billing rates.

E. Third Party Reimbursable Rate. Whenever the City provides work on a project that is reimbursed by a third party (for example, cost recovery for processing applications from developers, or litigation funded by a third party) to the City, such work will be billed at the rate of \$245 per hour and will not be charged against the retainer.

F. Billing and Rate Increases

Jones & Mayer shall provide a monthly billing report indicating actual time spent under the retainer, litigation matters, and additional specialized projects.

The foregoing retainer and hourly rates shall remain in full force and effect for two (2) years. Thereafter, the foregoing billing rates shall be adjusted annually (effective as of the anniversary date of this Agreement) to reflect any increase in the cost of living based on the Consumer Price Index increase for the prior year utilizing the standard as established by the Bureau of Labor Statistics of the U.S. Department of Labor for consumers in the Mendocino County area, or another mutually agreed upon index based on comparable data should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable not to exceed 5% per year.

G. Billable Activities for General Legal Services/Expenses

Jones & Mayer will pay for travel expenses to Fort Bragg for one City Council meeting per month, while travel expenses for additional trips to Fort Bragg will be borne by the City. The firm will bill automobile mileage at the standard rate for business use as announced from time to

time by the Internal Revenue Service for travel to and from the City, or other locations as the City may direct. Otherwise, the firm does not bill mileage, fax, word processing, small reproduction matters (under 100 pages), or simple computer legal research costs. Additionally, it is agreed that the cost for administrative staff to perform clerical duties including but not limited to reviewing emails, scheduling meetings or general office filing will not be billable expenditures. When billing for legal research, the entry must reflect a description of the topic researched and its relevance to the effort.

Jones & Mayer shall be reimbursed for direct out-of-pocket expenses actually and necessarily incurred in the course of providing legal services under this Agreement in preparation for and maintaining the prosecution or defense of litigation, including without limitation: court costs, jury fees, service costs, witness fees, deposition costs, reporters' fees, title reports, photographs, diagrams, maps, and similar expenses.

H. Monthly Statements

Jones & Mayer shall submit statements of all payments due under this Agreement on a monthly basis to the City Manager. All work performed by Jones & Mayer shall be billed in increments of tenths of an hour. The statement shall be in a form approved by the City, and shall set forth a description of all work performed, the hours worked, the identity of each person performing the work, the rate charged, the identity of the person requesting work, and any litigation costs or expenses eligible for reimbursement.

I. Payment

All hours shall be billed by the 15th day of each month following the close of the month for which hours are being provided. Payment for hours shall be due and payable within thirty days following submission of the billing statement to the City.

4. PROHIBITION AGAINST SUBCONTRACTING DELEGATING OR ASSIGNMENT

Jones & Mayer shall not contract with or delegate to any individual or other entity to perform on the City's behalf, in whole or in part, any of the services required under this Agreement without the prior express approval of the City Council, or if they so delegate, the City Manager. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior express approval of the City.

5. CONFLICT OF INTEREST

Jones & Mayer shall at all times avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, Jones & Mayer shall immediately notify City. Within thirty (30) days following execution of this Agreement, Jones & Mayer shall file a conflict of interest disclosure statement setting forth any information related to potential conflicts

of interest to the extent such disclosure is required by law, including City's adopted conflict of interest code.

6. INDEPENDENT CONTRACTOR

Jones & Mayer shall perform all services required under this Agreement as an independent contractor of the City, and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Jones & Mayer shall not at any time or in any manner represent that it or any of its employees or agents are City employees.

7. DISPUTE RESOLUTION

If any dispute or disagreement arises between the City and Jones & Mayer as to any matter relating to this Agreement, including but not limited to the scope of services, the performance of the respective responsibilities of the City and Jones & Mayer, the quality of the services rendered, and the billing of such services, the City and Jones & Mayer agree to confer and attempt to resolve the matter informally. If the parties cannot agree, they agree that they will refer the dispute for resolution to mediation to the fullest extent permitted by law. The parties are aware that mediation is a voluntary process and pledge to cooperate fully and fairly with the mediator in an attempt to reach a mutually satisfactory compromise of any dispute or disagreement. The mediator shall be chosen by mutual agreement of the parties, and mediation shall commence within thirty (30) days of either party's written request to the other for mediation. Any agreement reached by the mediation shall be reduced to writing, be signed by the parties, and be binding on them. This provision for mediation is an effort to protect, preserve, and respect the requisites of a productive attorney-client relationship, but shall be without prejudice to either party pursuing its other lawful remedies.

8. INSURANCE AND INDEMNIFICATION

A. Insurance

1. Jones & Mayer shall procure and maintain, at its cost:
 - a. Commercial General Liability insurance with limits not less than \$1 million per occurrence. Such insurance shall designate City, its elected and appointed officials, employees, and volunteers as additional insureds. Such insurance shall be primary and not contribute with any insurance or self-insurance maintained by City.
 - b. Business automobile liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned, and hired automobiles.
 - c. Professional liability insurance with limits not less than \$2,000,000 per occurrence.

- d. Workers' compensation insurance as required by California law and Employer's Liability insurance with limits not less than \$1 million per accident for bodily injury or disease. The workers' compensation insurance shall contain an endorsement stating the insurer waives any right of subrogation against City, its elected and appointed officials, employees and volunteers.
2. All such policies shall provide City 30 days' notice of cancellation. Self-insured retentions must be declared and approved by City.
3. Prior to commencement of work, and throughout the term of this Agreement, Jones & Mayer shall furnish City with certificates evidencing compliance with the insurance requirements above. Jones & Mayer agrees to provide complete, certified copies of all required insurance policies if requested by the City.
4. Insurance shall be placed with insurers that maintain an A.M. Best rating of A-, VII or better, or otherwise meet the written approval of the City.
5. The Contractor shall ensure that subcontractors maintain insurance that complies with the requirements stated herein.

B. Indemnification

Jones & Mayer shall defend, indemnify, and hold harmless the City, and its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury to person(s) or damages to property (including property owned by the City), and for errors and omissions committed by Jones & Mayer, its officers, employees, and agents, to the extent arising out of Jones & Mayer's performance under this Agreement, except where such injury, damage, error(s) or omission(s) may be caused by City's sole negligence, active negligence, or willful misconduct or that of the City's officers or employees.

9. RECORDS AND REPORTS

A. Records

Jones & Mayer shall keep such books and records as shall be necessary to perform the services required by this Agreement and to enable the City to evaluate the performance of the required services. The City shall have full and free access to such books and records that deal specifically with the services performed by Jones & Mayer for City at all reasonable times, including the right to inspect, copy, audit, and make summaries and transcripts from such records.

B. Ownership of Documents

All reports, records, documents, and other materials prepared by Jones & Mayer, its employees and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request by the City or upon termination of this Agreement. Jones & Mayer shall have no claim for further or additional compensation as a result of the exercise by the City of its full rights of ownership of the documents and material hereunder. Jones & Mayer may retain copies of such documents for its own use.

C. Release of Documents

No report, record, document, or other material prepared by Jones & Mayer in the performance of services under this Agreement shall be released publicly without prior written approval of the City, except as may be required by law.

10. NONDISCRIMINATION

Jones & Mayer pledges there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of services under this Agreement.

11. TERMINATION

A. Termination By City

Jones & Mayer shall at all times serve under the terms of this Agreement at the pleasure of the City Council, and the City Council hereby reserves the right to terminate this Agreement at will, with or without cause, by providing written notice to Jones & Mayer. Upon receipt of any notice of termination, Jones & Mayer shall cease all services under this Agreement except as may be specifically approved by the City. At that time, all further obligations of the City to pay Jones & Mayer for services rendered under this Agreement shall thereupon cease, except as set forth in Section 11.C below; provided, however, that the City shall be obliged to pay for all services, costs, and expenditures lawfully incurred by Jones & Mayer prior to the effective date of such termination, or subsequent to the date of termination at the direction of City.

B. Termination By Jones & Mayer

Jones & Mayer reserves the right to terminate this Agreement by giving sixty (60) days' advance written notice to City.

C. Mutual Obligations Upon Termination By Either Party

In the event of termination of this Agreement by either party, Jones & Mayer shall cooperate with the City in transferring the files and assignments to the City Clerk or other person designated by City pending the hiring of another City Attorney. Jones & Mayer shall be compensated at the hourly rates set forth in Section 3.A of this Agreement should Jones & Mayer be called upon to perform any services after the effective date of termination, including the transfer of files and assignments.

12. NOTICES

Notices regarding this Agreement shall be given in writing to the parties at the following addresses:

City Manager
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437

Jones & Mayer
8150 Sierra College Boulevard
Roseville, CA 95661

13. AMENDMENT OF AGREEMENT

This Agreement contains all of the agreements of Jones & Mayer and the City. This Agreement may be amended at any time by mutual consent of the parties by an instrument in writing.

14. LEGAL REPRESENTATION

Both parties have had the opportunity to consult with legal counsel of its choice in the negotiation, review and execution of this Agreement. Each party shall bear its own fees in connection with the preparation and negotiation of this Agreement.

15. WARRANTY OF AUTHORIZED SIGNATURES

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate the 8th day of July, 2019.

CITY OF FORT BRAGG
Municipal Corporation of the State of
California

By: William V. Lee
William V. Lee, Mayor

ATTEST:

June Lemos
June Lemos, City Clerk

JONES & MAYER

By: See attached signature
Richard D. Jones, Owner

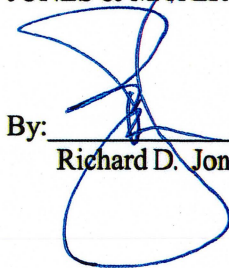
CITY OF FORT BRAGG
Municipal Corporation of the State of
California

By: _____
William V. Lee, Mayor

ATTEST:

June Lemos, City Clerk

JONES & MAYER

By:  _____
Richard D. Jones, Owner

**FIRST AMENDMENT TO
RETAINER AGREEMENT
FOR CITY ATTORNEY SERVICES
CITY OF FORT BRAGG**

This First Amendment to Retainer Agreement for City Attorney Services ("Agreement") is made and entered into by and between the LAW OFFICES OF JONES & MAYER ("Jones & Mayer") and the CITY OF FORT BRAGG (the "City"), a municipal corporation of the State of California.

RECITALS

- A. Jones & Mayer is a firm in the general practice of law with extensive municipal experience, and is fully able to carry out the duties described in this Amendment to Agreement.
- B. The City entered into a Retainer Agreement with Jones & Mayer on July 8, 2019 to provide contract legal services for the City.
- C. The City desires to amend its contract with Jones & Mayer to appoint Scott Porter as Assistant City Attorney for the City of Fort Bragg, Assistant District General Counsel for the Fort Bragg Municipal Improvement District No. 1 and Assistant Agency General Counsel for the Fort Bragg Redevelopment Successor Agency in the place and stead of Ryan R. Jones.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, Jones & Mayer and the City agree as follows:

- 1. Paragraph 1.A. of the Retainer Agreement is hereby amended to replace all references to Ryan R. Jones with Scott E. Porter.
- 2. Except as expressly amended herein, the Retainer Agreement between the City and Jones & Mayer dated July 8, 2019, is hereby reaffirmed.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this First Amendment to Agreement on the 14 day of April, 2021.

CITY OF FORT BRAGG

JONES & MAYER

By: DocuSigned by:
Tabatha Miller
C1A3351B88E419E...

Tabatha Miller, City Manager

By: DocuSigned by:
Richard D. Jones
5B85DA9E114A410...

Richard D. Jones, Owner

ATTEST:
DocuSigned by:
June Lemos CMC
57EA75A35DBA43D...

June Lemos, CMC, City Clerk

**SECOND AMENDMENT TO
RETAINER AGREEMENT
FOR CITY ATTORNEY SERVICES
CITY OF FORT BRAGG**

This Second Amendment to Retainer Agreement for City Attorney Services ("Agreement") is made and entered into by and between the LAW OFFICES OF JONES & MAYER ("Jones & Mayer") and the CITY OF FORT BRAGG ("City") (collectively "Parties"), a municipal corporation of the State of California.

RECITALS

- A. The City entered into a Retainer Agreement with Jones & Mayer on July 8, 2019 to provide general legal services for the City.
- B. Jones & Mayer is a firm in the general practice of law with extensive municipal experience and is fully able to carry out the duties described in the Agreement and this Amendment.
- C. The Parties executed a First Amendment to the Agreement effective April 14, 2021 to appoint Scott Porter as the Assistant City Attorney.
- D. The Parties now desire to amend the Agreement a second time to increase the amount of monthly legal service hours from 35 to 45 and to increase the compensation amount accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Amendment, the Parties agree as follows:

- 1. The first paragraph of Section 3.A. of the Retainer Agreement is hereby amended to read as follows:

The City will pay Jones & Mayer a retainer of \$9,900 per month, which amount will cover general legal services up to 45 hours per month and travel time for one (1) meeting at the City per month. General legal services in excess of a total of 45 hours shall be billed at the rate of \$220 per hour. After six months of Jones & Mayer providing legal services for the City, and on an annual basis thereafter, the City may evaluate whether 45 hours of general legal services adequately serves the City's legal needs. Should the City desire more or less than 45 hours of general legal services, the City and Jones & Mayer shall reasonably agree to adjust the number of hours under the retainer accordingly.

- 2. Except as expressly amended herein, the Retainer Agreement between the City and Jones & Mayer dated July 8, 2019 and amended on April 14, 2021 is hereby reaffirmed.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Second Amendment to Agreement effective on the 14th day of September, 2021.

CITY OF FORT BRAGG

DocuSigned by:
Tabatha Miller
By: C1A3351B88E440E...
Tabatha Miller, City Manager

JONES & MAYER

DocuSigned by:
Richard D. Jones
By: 5B85DA0E114A440...
Richard D. Jones, Owner

ATTEST:
DocuSigned by:
June Lemos CMC
67EA76A36DBA43D...
June Lemos, CMC, City Clerk

From: [Jacob Patterson](#)
To: [City Clerk](#)
Subject: Public Comment -- 1/8/24 CC Mtg., Item No. 8C, City Attorney Amendment
Date: Friday, January 05, 2024 3:41:39 PM

City Council,

I see no reason not to approve this amendment and I certainly won't miss Keith and his questionable legal advice. That said, I doubt this will help much since the issues run deeper than who specifically serves as the City Attorney from our current contract firm. (For example, I don't even recognize this guy's law school, although at least it is probably accredited, unlike the first one we got from J&M.) I predict you will learn that over time. You can't address the real issues without a more thorough realignment and a different approach altogether. This seems a little like rearranging who sits in which deck chair on the Titanic.

Regards,

--Jacob