



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, June 28, 2021

6:00 PM

Town Hall, 363 N. Main Street

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PLEASE TAKE NOTICE

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

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

ZOOM WEBINAR INVITATION

*You are invited to a Zoom webinar.
When: Jun 28, 2021 06:00 PM Pacific Time (US and Canada)
Topic: City Council*

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/96489582856>

Or Telephone:

*US: +1 720 707 2699 or +1 253 215 8782 (*6 mute/unmute, *9 raise hand)*

Webinar ID: 964 8958 2856

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

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A. [21-264](#) Receive Report from John Allison and Mary Kate McKenna Regarding the Impact of the Mendocino Coast Healthcare Foundation and Its Support for Organizations that Care for the Health & Wellness of the Community
- 1B. [21-290](#) Receive Report from Library Advisory Board Representative Carolyn Schneider Regarding the Fort Bragg Library Expansion Project

Attachments: [Fort Bragg Library Flyer](#)

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

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

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

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

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

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

- 5A. [21-279](#) Approve Scope of Work for Engineering Services - Analysis Related to Engineering Concept and Cost Specifications for Establishment of Ocean Water Intake/Discharge Infrastructure to Facilitate Economic Development on Former Mill Site

Attachments: [Att 1 - Scope of Work](#)

- 5B. [21-312](#) Adopt by Title Only and Waive the Second Reading of Ordinance 968-2021 Adding Chapter 15.38 (Streamlined Permitting Process for Electric Vehicle Charging Stations) to Title 15 (Buildings and Construction) of the Fort Bragg Municipal Code

Attachments: [ORD 968-2021](#)

- 5C. [21-313](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

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

- 5D. [21-315](#) Adopt City Council Resolution Approving Contract Amendment with Metropolitan Planning Group DBA M-Group for Adjunct Planning Services for Multiple Planning Projects and Authorizing City Manager to Execute Amendment (Amount Not to Exceed \$55,068.50)

Attachments: [RESO M-Group Contract 2nd Amendment](#)
[M-Group 2nd Amendment](#)
[M-Group 1st Amendment 1-26-2021](#)
[M-Group Contract 11-16-2020](#)

- 5E. [21-320](#) Adopt City Council Resolution Updating the City of Fort Bragg Master Salary Rate Compensation Plan and Confirming the Pay/Rates/Ranges for All City of Fort Bragg Established Classifications

Attachments: [RESO Compensation Schedule COLA](#)
[Exhibit A Compensation Schedule 6-28-2021](#)

- 5F. [21-321](#) Adopt City Council Resolution Establishing a Compensation Plan and Terms and Conditions of Employment for Exempt Mid-Management Classifications

Attachments: [RESO Mid Management Comp](#)

- 5G. [21-322](#) Adopt City Council Resolution Establishing a Compensation Plan and Terms and Conditions of Employment for Exempt At-Will Executive Classifications

Attachments: [RESO Executive Comp](#)

- 5H. [21-323](#) Adopt City Council Resolution Establishing a Compensation Plan and Terms and Conditions of Employment for Non-Bargaining and Confidential Classifications

Attachments: [RESO Confidential Comp](#)

- 5I. [21-327](#) Adopt Joint City Council/Improvement District/Redevelopment Successor Agency Resolution Approving a Professional Services Agreement with JJACPA, Inc. for Auditing Services and Authorizing City/District Manager/Executive Director to Execute Same (Amount Not to Exceed \$42,550; Split Among the Agencies)

Attachments: [RESO JJACPA Contract](#)
[JJACPA Auditing Services](#)

- 5J. [21-314](#) Receive and File Minutes of the May 19, 2021 Public Safety Committee

Meeting

Attachments: [PSCM 2021-05-19](#)

- 5K. [21-310](#) Approve Minutes of Special Meeting of May 20, 2021

Attachments: [CCM2021-05-20_Special](#)

- 5L. [21-328](#) Approve Minutes of June 14, 2021

Attachments: [CCM2021-06-14](#)

- 5M. [21-319](#) Approve Minutes of Special Meeting of June 17, 2021

Attachments: [CCM2021-06-17_Special](#)

- 5N. [21-330](#) Approve Minutes of Special Meeting of June 21, 2021

Attachments: [CCM2021-06-21_Special](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

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

- 7A. [21-306](#) Receive Report, Conduct Public Hearing, and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 969-2021 Amending Chapter 14.06 (Water Conservation) of Title 9 (Water and Sewers) of the Fort Bragg Municipal Code

Attachments: [06282021 Water Conservation Ordinance](#)

[Att. 1 - Proposed Ordinance](#)

[Conservation Ordinance Update](#)

[Public Comment 7A](#)

8. CONDUCT OF BUSINESS

- 8A. [21-326](#) Presentation by NHA Advisors on Fort Bragg Unfunded Accrued Actuarial Pension Liability

Attachments: [Fort Bragg - Pension Cost Management Strategies \(Final\)](#)

- 8B. [21-307](#) Receive Report and Planning Commission Recommendation and Provide Direction on Ordinance Regulating Formula Businesses in the Inland Zoning Area

Attachments: [06282021 Formula Business Ordinance](#)

[Att. 1 - Ordinance](#)

[Att. 2 - Planning Commission Resolution](#)

[Att. 3 - Zoning Map](#)

[Formula Business Ordinance 06282021](#)

[Public Comment 8B](#)

- 8C. [21-332](#) Receive Report and Consider Endorsing and Encouraging Voluntary Implementation of Stage 2 Water Conservation Measures in Fort Bragg

Attachments: [06282021 Voluntary Stage 2 Conservation](#)

[Att. 1 - Resolution](#)

- 8D. [21-333](#) Receive Oral Staff Report and Consider Adopting a Resolution Authorizing and Ratifying Emergency Repair of a Sewer Force Main and Authorizing the City/District Manager to Complete and Execute Agreements and Documents

Attachments: [RESO Sewer Main Break Elm St. Pump Station](#)

9. CLOSED SESSION

- 9A. [21-324](#) CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6: City Negotiator: Tabatha Miller, City Manager; Employee Organizations: Fort Bragg Police Association
- 9B. [21-325](#) CONFERENCE WITH REAL PROPERTY NEGOTIATORS FOR POSSIBLE ACQUISITION OF REAL PROPERTY, Pursuant to Government Code Section 54956.8: Real Property: APN 008-430-21, APN 008-430-22, APN 018-040-61, APN 018-430-22, APN 018-040-61, APN 018-120-50, APN 008-171-07, APN 008-161-08, APN 008-151-26, APN 008-161-27 and the Southern portion of former APN 008-020-15, Fort Bragg, CA 95437; City Negotiator: Tabatha Miller, City Manager; Negotiating Party: Dave Massengill, Environmental Affairs, Georgia Pacific Corporation; Under Negotiation: Terms of Acquisition, Price

ADJOURNMENT

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

**NEXT REGULAR CITY COUNCIL MEETING:
6:00 P.M., MONDAY, JULY 12, 2021**



City of Fort Bragg

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Text File

File Number: 21-264

Agenda Date: 6/28/2021

Version: 1

Status: Mayor's Office

In Control: City Council

File Type: Report

Agenda Number: 1A.

Receive Report from John Allison and Mary Kate McKenna Regarding the Impact of the Mendocino Coast Healthcare Foundation and Its Support for Organizations that Care for the Health & Wellness of the Community



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Text File

File Number: 21-290

Agenda Date: 6/28/2021

Version: 1

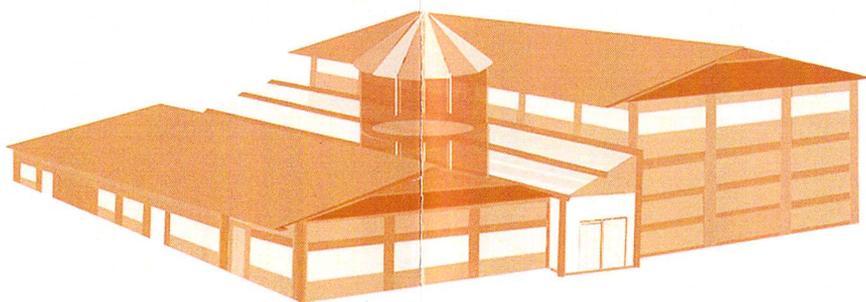
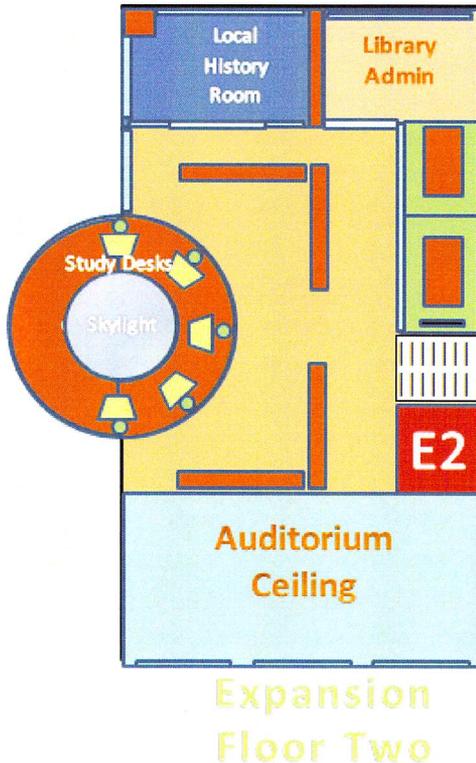
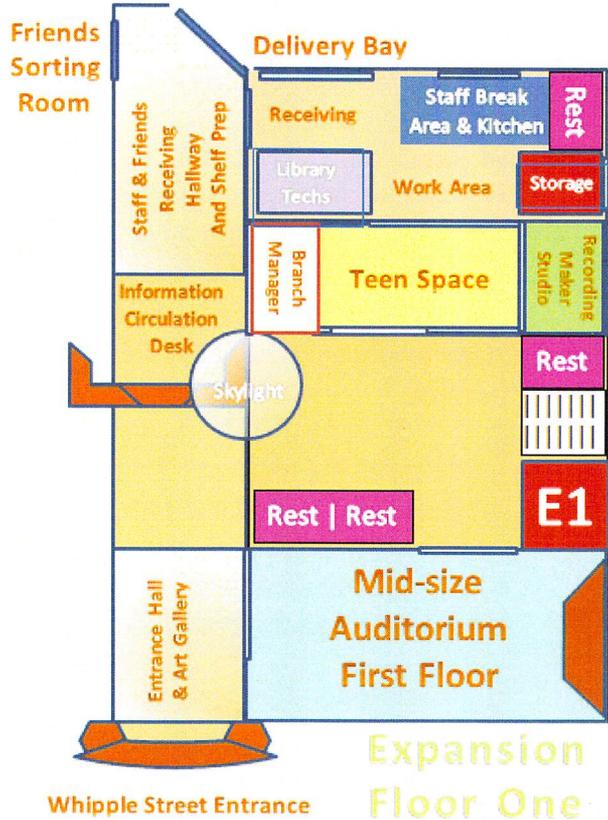
Status: Mayor's Office

In Control: City Council

File Type: Report

Agenda Number: 1B.

Receive Report from Library Advisory Board Representative Carolyn Schneider Regarding the Fort Bragg Library Expansion Project



Core features model only, not architectural plans



Fort Bragg Library Expansion Project

Redwood boards salvaged from house to be repurposed in new building

When you are thinking about making a donation or a qualified charitable distribution, why not donate to the Friends of the Fort Bragg Library?

The Fort Bragg Library, supported by the Friends, is an extraordinary community organization, providing programs for toddlers, grade school students, middle school, high school, and adults, not to mention material in every format, including e-collections. It also offers a popular seed library. Patrons can select material from 25 libraries in a three-county system. Internet access has increased library use so the computers are always full. The library assists nearly 10,000 people a month in a user area stretching from Elk to Westport.

The Friends expansion project will provide more space and materials for an increasing number of patrons. In 2016, the Friends of Fort Bragg Library bought the ramshackle house next to the library. That lot has now been cleared, leveled and fenced, awaiting an architect.

The Friends of the Library have sponsored a number of fundraisers for this expansion. Since 2018, a grass-roots fundraiser called the \$1000 Club has added 75 members, raising over \$80,000. In addition to our building project, the Friends fund the library's active calendar of programs, paying for performers and providing materials and refreshments.

Your donation would be most welcome. Thank you. **Carolyn Schneider**, *City of Fort Bragg Representative to Mendocino County Library Advisory Board*

For more information, please contact FFBL Secretary, Valerie Frey, at ffblnews@gmail.com or write to PO Box 2718, Fort Bragg, CA 95437. Visit the library website at fortbragglibrary.org Friends of the Fort Bragg Library, Inc. is a 501c3 nonprofit corporation, Tax ID # 68-0013046.

The greatest work is shared work. When we gather together, working towards a mutual goal, our common work and commonwealth is enhanced, individually and collectively.

Our local library's success is a result of common work and common wealth working together. Individuals in our community treasure their library where the concepts of teaching and learning from each other are valued and respected.

The opportunities available at our library are unlimited. We interact with community members by attending library programs and looking at displays, meeting acquaintances in the aisles, consulting with library staff or receiving book recommendations from friends.

The sense of common purpose grows, nurturing larger goals like an informed electorate, educated workforce, universal literacy and civil society.

Libraries foster civil society by offering free and equal access to factual information and promoting conversations and debate about issues. Libraries celebrate differences yet welcome all people on an equal footing.

These goals are large and lofty but within reach. Pooling our common wealth will help build an informed citizenry, educated workforce and meet all the needs of our patrons.

The Friends Expansion Project will increase the size of the library to help fulfill the library's mission. Please support the library expansion, intellectually and financially. Thank you for considering these goals.

Janice Marcell, *Vice President Friends of the Fort Bragg Library*



The Fort Bragg Library is Expanding—and we want your ideas!

THANK YOU! To all who have so generously supported the Fort Bragg Library, thank you from the Friends of the Fort Bragg Library and the Fort Bragg Library staff.

Progress to Date: The Fort Bragg Library has been supported by our community for over 100 years and the community is again answering the call for library support. The current library is too small to meet the needs of our vibrant Fort Bragg and North Coast population. The community has provided necessary funds to purchase the property adjacent to the current library and have it cleared.

Moving Ahead: Our goal is to expand the library to better serve people of all ages. We are developing details for expansion and asking for your input. Soon we will hire an architect to provide an outline of an expanded library and an estimate of the costs we face. Using that estimate, we will begin a major capital campaign while realizing that achieving this ambitious goal may take several years. We are excited to move into this new phase.

Community Input: We want your comments for expanding the library. Send us your ideas by email to ffblnews@gmail.com or through the mail to Friends of the Fort Bragg Library, PO Box 2718, Fort Bragg, CA 95437.

Please reply by 30 June 2021.

La Biblioteca de Fort Bragg se expande y Queremos sus Ideas

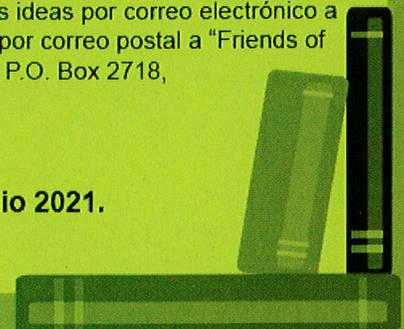
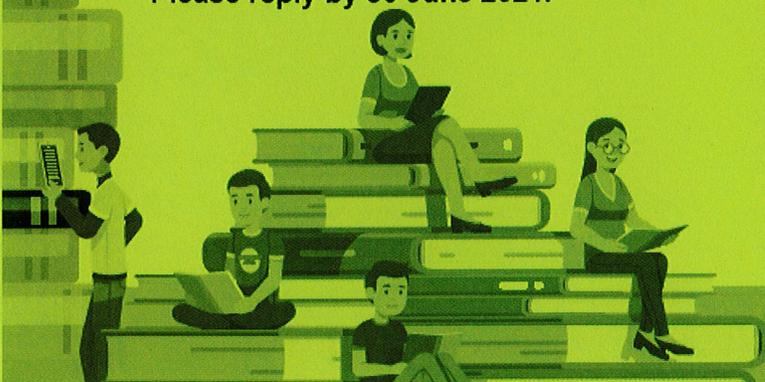
¡MUCHAS GRACIAS! A todos los que han apoyado tan generosamente la Biblioteca de Fort Bragg. Muchas gracias les damos los "Amigos de la Biblioteca de Fort Bragg" y los que trabajamos en la Biblioteca de Fort Bragg.

PROGRESO HASTA EL DÍA DE HOY: La Biblioteca de Fort Bragg ha sido apoyada por nuestra comunidad por más de cien años y la comunidad nuevamente responde a nuestra llamada para apoyar la biblioteca. La biblioteca actual es demasiado pequeña para satisfacer las necesidades de nuestra vibrante población de Fort Bragg y de la costa norte. La comunidad ha proporcionado los fondos necesarios para comprar la propiedad junto a la actual biblioteca y el terreno está listo.

AVANZANDO: Nuestra meta es expandir la biblioteca para servir mejor a la gente de todas las edades. Estamos desarrollando los detalles para la expansión y pidiendo su opinión. Pronto contrataremos un arquitecto que nos dará un esbozo de la expansión de la biblioteca y una estimación de los costos que tendremos que enfrentar. Con esta estimación, comenzaremos una campaña mayor de recolección de capital mientras nos damos cuenta que alcanzar esta ambiciosa meta puede llevar varios años. Estamos muy emocionados de entrar en esta nueva fase.

LA OPINIÓN DE LA COMUNIDAD: Queremos que nos den sus comentarios sobre la expansión de la biblioteca. Envíenos sus ideas por correo electrónico a ffblnews@gmail.com o por correo postal a "Friends of the Fort Bragg Library". P.O. Box 2718, Fort Bragg, CA 95467.

**Por favor,
contéstenos
antes del 30 de junio 2021.**





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Text File

File Number: 21-279

Agenda Date: 6/28/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Scope of Work

Agenda Number: 5A.

Approve Scope of Work for Engineering Services - Analysis Related to Engineering Concept and Cost Specifications for Establishment of Ocean Water Intake/Discharge Infrastructure to Facilitate Economic Development on Former Mill Site

The City's recent economic development planning activities funded by a U.S. Department of Commerce Economic Development Association investment, has identified several potential opportunities within the emerging "Blue Economy" sector. The Blue Economy is about the sustainable use of ocean resources for economic growth, improved livelihoods and jobs, and a healthy marine ecosystem. It is an innovative sector, focused on ocean resiliency and could be a turning point for setting economic priorities for reuse of the former Mill Site.

Construction of ocean water intake/discharge infrastructure could facilitate marine education, research and aquaculture development on the Mill Site. In order to better understand engineering concepts and cost specifications related to establishing such infrastructure, the Economic Development Ad Hoc Committee (Vice Mayor Morsell-Haye; Councilmember Albin-Smith; Planning Commission Chair Logan; and Planning Commission Vice Chair Andreis) recommend City Council consider revising the scope of work associated with an existing Community Development Block Grant (CDBG) planning grant.

The City applied for, and was awarded \$100,000 of CDBG funds for a "Capacity of City Services Study" to facilitate re-use of the Mill Site. The Economic Development Ad Hoc Committee recommends instead to solicit proposals from qualified engineers for an "Analysis Related to Engineering Specifications and Cost Estimates for Establishment of Ocean Water Intake/Discharge Infrastructure" to facilitate re-use of the Mill Site. Please see attached scope of work for details.



CITY OF FORT BRAGG

REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES – ANALYSIS RELATED TO ENGINEERING CONCEPT AND COST SPECIFICATIONS FOR ESTABLISHING OCEAN WATER INTAKE/DISCHARGE INFRASTRUCTURE TO FACILITATE ECONOMIC DEVELOPMENT ACTIVITIES ON FORMER GEORGIA PACIFIC MILL SITE

The City of Fort Bragg is seeking proposals from qualified engineers interested in contracting with the City of Fort Bragg to prepare a technical analysis for development of infrastructure to intake and discharge ocean water from the former Georgia Pacific Mill Site. The City is interested in establishing a municipally owned Ocean Water System providing ocean water intake/discharge for up to 600 gallons of seawater per minute to support a marine-based economic development strategy.

Specifically, the City is interested in analysis to support the following potential development:

1. Ocean Water Intake/Outflow Infrastructure
 - a) Engineering concept and cost specifications to establish ocean water intake and intake pump for up to 900,000 gallons per day on the southern portion of former Mill Site (south of Redwood Avenue).
 - b) Engineering concepts and cost specifications for routing outflow in the vicinity of the existing wastewater treatment facility and a consideration for linking to existing 600' ocean outflow, including potential pretreatment of water.

SCOPE OF WORK

Work will be managed by, and under contract with, the City of Fort Bragg. This contract consists of the following tasks

1. Project Management
 - a. Assign a single point of contact to provide quality control of work product and to ensure work is completed within budget and on an agreed upon time schedule.
 - b. Kick-off meeting and site visit with City staff.
 - c. Refine work plan based on kick-off meeting and site visit.
 - d. Provide adequate documentation to City staff to prepare invoices according to grant requirements.
2. Evaluation of Technical Information
 - a. Review pertinent documents and existing studies, site maps, etc.
 - b. Conduct site specific modeling and analysis to determine ideal location of sea water intake for optimal water quality for aquaculture system, marine research laboratories, and 300,000-gallon aquarium exhibit.
3. Draft Report
 - a. Prepare a ranking matrix with estimated costs of various project approaches, including a recommendation of preferred alternative.
 - b. Provide electronic copy to City for review and comments.

4. Final Report and Presentation
 - a. Present overview of report at symposium scheduled on October 8, 2021 - Fort Bragg & A Blue Economy.
 - b. Provide 5 print copies and an electronic copy in Microsoft Word of final report.

DRAFT



City of Fort Bragg

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Text File

File Number: 21-312

Agenda Date: 6/28/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Ordinance

Agenda Number: 5B.

Adopt by Title Only and Waive the Second Reading of Ordinance 968-2021 Adding Chapter 15.38 (Streamlined Permitting Process for Electric Vehicle Charging Stations) to Title 15 (Buildings and Construction) of the Fort Bragg Municipal Code

On June 28, 2021, the City Council of the City of Fort Bragg is to consider adoption of Ordinance 968-2021, said ordinance having been introduced for first reading (by title only and waiving further reading of the text) on June 14, 2021.

The proposed ordinance adds Chapter 15.38 (Streamlined Permitting Process for Electric Vehicle Charging Stations) to Title 15 (Buildings and Construction) of the Fort Bragg Municipal Code in compliance with Assembly Bill 1236 (Government Code Section 65850.7). This chapter encourages the use of electric vehicle charging stations in the City by removing unreasonable barriers, minimizing costs to property owners and expanding the ability of property owners to install electric vehicle charging stations.

If adopted, the ordinance will become effective on July 28, 2021.

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE ADDING CHAPTER 15.38 (STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS) TO TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE CITY OF FORT BRAGG MUNICIPAL CODE

ORDINANCE NO. 968-2021

WHEREAS, the state legislature passed and the Governor approved AB 1236 on October 8, 2015, requiring local agencies to adopt streamlining regulations, process and assistance for permitting of electric vehicle charging stations; and

WHEREAS, it was the stated intent of the legislature to prohibit unreasonable barriers to and encourage the establishment of, facilities for charging residential and commercial electric vehicles; and

WHEREAS, the City has previously established the required procedures administratively as required by AB 1236 and the City Council finds that these should also be adopted by ordinance.

NOW, THEREFORE, the City Council ordains as follows:

Section 1. Legislative Findings. The City Council hereby finds as follows:

1. The above recitals constitute a part of the findings made by the City Council in adopting this Ordinance.
2. There is no possibility that the adoption of this ordinance will have a significant impact on the environment, and therefore, the adoption of this ordinance is exempt from the California Environmental Quality Act (“CEQA”), pursuant to Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

Section 2. Chapter 15.38 is hereby added to the Fort Bragg Municipal Code as follows:

CHAPTER 15.38 STREAMLINED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS

Sections:

- 15.38.010 Purpose.
- 15.38.020 Definitions.
- 15.38.030 Applicability.
- 15.38.040 Electric vehicle charging station requirements.
- 15.38.050 Duties of Building Division and Building Official.

- 15.38.060 Permit review and inspection requirements.
- 15.38.070 Discretionary permit required

15.38.010 Purpose.

The purpose of this chapter is to adopt an expedited, streamlined electric vehicle charging system permitting process to achieve timely and cost-effective installations of electric vehicle charging stations. This chapter encourages the use of electric vehicle charging stations in the City by removing unreasonable barriers, minimizing costs to property owners and expanding the ability of property owners to install electric vehicle charging stations. This chapter allows the City of Fort Bragg to achieve these goals while protecting public health and safety.

15.38.020 Definitions.

As used in this chapter:

- A. **“Association”** means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.

- B. **“Common interest development”** means any of the following:
 - 1. A community apartment project.
 - 2. A condominium project.
 - 3. A planned development.
 - 4. A stock cooperative.

- C. **“Electric vehicle charging station” (EVCS) or “charging station”** means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, in effect on the date of permit issuance, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

- D. **“Electronic submittal”** means the utilization of one or more of the following:
 - 1. Email;
 - 2. Internet;
 - 3. Facsimile.

- E. **“Feasible method to satisfactorily mitigate or avoid the specific, adverse impact”** includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.

- F. **“Reasonable restrictions”** on an electric vehicle charging system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

- G. **“Specific, adverse impact”** means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety

standards, policies, or conditions as they existed on the date the application was deemed complete.

15.38.030 Applicability.

This chapter applies to the permitting of all electric vehicle charging stations in the City of Fort Bragg. Electric vehicle charging stations legally established or permitted prior to the effective date of this ordinance are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of a system in such a way as to require new permitting. Routine operation and maintenance or in-kind replacements shall not require a permit.

15.38.040 Electric vehicle charging station requirements.

All electric vehicle charging stations shall meet applicable health and safety standards and requirements imposed by the State, the City of Fort Bragg and the City of Fort Bragg Fire Department. Electric vehicle charging stations shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

15.38.050 Duties of Planning Department

All documents required for the submission of an expedited electric vehicle charging station application shall be made available on the publicly accessible City of Fort Bragg website. Electronic submittal of the required permit application and documents by email, the Internet, or facsimile shall be made available to all electric vehicle charging station permit applicants.

The City of Fort Bragg's Planning Department shall adopt and maintain a standard plan and checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review.

The electric vehicle charging station permit process, standard plan(s), and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the Zero-Emission Vehicles in California: Community Readiness Guidebook published by the Governor's Office of Planning and Research.

All fees prescribed for the permitting of electric vehicle charging stations must comply with Government Code Sections 65850.55, 66015, and 66016, and State Health and Safety Code Section 17951.

15.38.060 Permit review and inspection requirements.

The City of Fort Bragg Planning Department shall ensure expedited permit routing and a nondiscretionary review process of electric vehicle charging stations within 30 days of the adoption of the ordinance codified in this chapter.

If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

Review of the application shall be limited to the Community Development Director or their designee's determination of whether the application meets local, state, and federal health and safety requirements. The Community Development Director or their designee may require an applicant to apply for a use permit if the Director finds, based on substantial evidence, that the electric vehicle charging system could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the City's Planning Commission.

15.38.070 Discretionary permit required.

If the Community Development Director or their designee determines that an installation could have a specific, adverse impact upon public health and safety, a use permit shall be required and an application must be made to the planning division on the form required with all necessary information and fees.

The Planning Commission may deny the use permit only if it adopts written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact.

Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

The city shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the Civil Code.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

Section 4. Effective Date and Publication. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

The foregoing Ordinance was introduced by Councilmember Peters at a regular meeting of the City Council of the City of Fort Bragg held on June 14, 2021 and adopted

at a regular meeting of the City of Fort Bragg held on June 28, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

Bernie Norvell,
Mayor

ATTEST:

June Lemos, CMC
City Clerk

PUBLISH: June 17, 2021 and July 8, 2021 (by summary).
EFFECTIVE DATE: July 28, 2021.



City of Fort Bragg

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

Text File

File Number: 21-313

Agenda Date: 6/28/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

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

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

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

Date Resolution No.

- April 6, 2020 4245-2020
- April 20, 2020 4247-2020
- May 11, 2020 4250-2020
- May 26, 2020 4253-2020
- June 8, 2020 4266-2020
- June 22, 2020 4270-2020
- July 13, 2020 4284-2020
- July 27, 2020 4289-2020
- August 10, 2020 4294-2020
- August 31, 2020 4300-2020
- September 21, 2020 4304-2020
- October 13, 2020 4317-2020
- October 26, 2020 4319-2020
- November 9, 2020 4323-2020
- November 23, 2020 4329-2020
- December 14, 2020 4333-2020
- December 22, 2020 4340-2020
- January 11, 2021 4343-2021
- January 25, 2021 4347-2021
- February 22, 2021 4358-2021
- March 8, 2021 4363-2021
- March 22, 2021 4366-2021
- April 12, 2021 4376-2021
- April 26, 2021 4381-2021
- May 10, 2021 4385-2021
- May 24, 2021 4391-2021
- June 14, 2021 4396-2021

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

RESOLUTION NO. ____-2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the City Council of the City of Fort Bragg that for reasons set forth herein, said local emergency

shall be deemed to continue to exist until the City Council of the City of Fort Bragg, State of California, proclaims its termination; and

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

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

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 28th day of June, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk



City of Fort Bragg

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

Text File

File Number: 21-315

Agenda Date: 6/28/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5D.

Adopt City Council Resolution Approving Contract Amendment with Metropolitan Planning Group DBA M-Group for Adjunct Planning Services for Multiple Planning Projects and Authorizing City Manager to Execute Amendment (Amount Not to Exceed \$55,068.50)

The City entered into a \$25,000 contract with M-Group on November 16, 2020 for planning and development consulting services as a result of last years staffing shortages. Contract projects included the Parents and Friends (PFI)- Cypress Street residential structures, the Caltrans ADA project, and the Dollar General Design Review. The planning process for both PFI and Caltrans required more time than originally allocated. The PFI project increases were related to report preparation and presentation for an increased amount of \$1,535.00. Cost increases for the Caltrans project were attributed to report preparation, presentation, work on the appeal report, and close out costs in the amount of \$7,387.50.

On January 11, 2021, by adopting Resolution 4349-2021, the City Council approved a 1st Amendment to that contract to supplement the scope of work and increase the compensation amount to \$46,146. City and Consultant desire to amend the contract to further augment the scope of work, increase the total compensation by \$8,922.50 for a total Not to Exceed Amount of \$55,068.50. This sum exceeds the original contract amount by 120% and must have City Council approval. The project applicant(s) have agreed to pay the full amount associated with the contract change through Developer Deposit Accounts.

RESOLUTION NO. ____-2021

RESOLUTION APPROVING CONTRACT AMENDMENT WITH METROPOLITAN PLANNING GROUP, DBA M-GROUP FOR ADJUNCT PLANNING SERVICES FOR MULTIPLE PLANNING PROJECTS AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$55,068.50; MULTIPLE ACCOUNT NUMBERS)

WHEREAS, on November 16, 2020, the City of Fort Bragg (“City”) entered into a Professional Services Agreement (“Contract”) in the amount of \$25,000 with Metropolitan Planning Group, DBA M-Group (“Consultant”) for Adjunct Planning Services for Multiple Planning Projects; and

WHEREAS, on January 26, 2021, pursuant to Resolution No. 4349-2021, City and Consultant entered into a First Amendment to the Contract to augment the scope of work and increase the contract amount to \$46,146; and

WHEREAS, Consultant supplied additional updated costs in accordance with the workload required for each individual project as described in the contract amendment request and attached to the Contract as Exhibits A-D; and

WHEREAS, the costs of these additional services totals \$8,922.50, bringing the total Not to Exceed Amount to \$55,068.50; and

WHEREAS, per Fort Bragg Municipal Code Section 3.20.050, the City Manager’s signing authority for change orders may not exceed 10% of the approved contract cost; and

WHEREAS, the consultant(s) have agreed to pay the full amount associated with this contract change(s) through Developer Deposit Accounts;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a Second Amendment to the Professional Services Agreement with Metropolitan Planning Group, DBA M-Group and authorizes the City Manager to execute same (total amount of contract not to exceed \$55,068.50, Multiple Account Numbers).

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 28th day of June, 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT WITH
METROPOLITAN PLANNING GROUP DBA M-GROUP**

THIS SECOND AMENDMENT is made and entered into this ____ day of June, 2021, by and between the CITY OF FORT BRAGG, hereinafter referred to as “City,” and METROPOLITAN PLANNING GROUP DBA M-GROUP, hereinafter referred to as “Consultant.”

WHEREAS, the City and Consultant entered into a Professional Services Agreement (“Contract”) on November 16, 2020; and

WHEREAS, the Contract states that Consultant will provide planning and development consulting services on a project by project basis; and

WHEREAS, the City and Consultant entered into a First Amendment to the Contract on January 26, 2021, to augment the scope of work and increase the compensation to a total Not to Exceed Amount of \$46,146.00; and

WHEREAS, the parties desire to amend the Contract to further augment the scope of work to include new activities as described in Exhibit A to this Second Amendment and to extend the completion date and term of the contract; and

WHEREAS, the cost of providing these additional services is **Eight Thousand Nine Hundred Twenty-two Dollars and Fifty Cents (\$8,922.50)**, for a total Not to Exceed Amount of **Fifty-five Thousand Sixty-eight Dollars and Fifty Cents (\$55,068.50)**; and

WHEREAS, per the Fort Bragg Municipal Code Section 3.20.050, the City Manager’s signing authority for change orders may not exceed 10% of the approved contract cost; and

WHEREAS, the applicant(s) have agreed to pay the full amount associated with this contract change(s) through Developer Deposit Accounts; and

NOW, THEREFORE, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for planning and development consulting services between the City and Consultant dated November 16, 2020, as amended by the First Amendment to Contract dated January 26, 2021, is hereby amended as follows:

1. Scope of Work:

Paragraph 1.1 (Scope of Work) is hereby amended to include the additional work described in Exhibit A attached hereto and incorporated herein by reference.

2. Compensation:

Paragraph 2.1 (Compensation), is hereby amended to state, “Consultant’s total compensation shall not exceed **Fifty-five Thousand Sixty-eight Dollars and Fifty Cents (\$55,068.50)**.”

3. **Time of Performance**

Paragraph 3.1 (Commencement and Completion of Work) is hereby amended to state that the services will be completed by **September 30, 2021**.

4. **Term and Termination**

Paragraph 4.1 (Term) is hereby amended to state that the Contract will expire on **December 30, 2021**.

5. Except as expressly amended herein, the Professional Services Agreement between the City and Consultant dated November 16, 2020, as modified by the First Amendment dated January 26, 2021, is hereby reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

CITY OF FORT BRAGG:

CONSULTANT:

By: _____
Tabatha Miller
City Manager

By: _____
Geoff Bradley
President/Principal

ATTEST:

APPROVED AS TO FORM:

June Lemos, CMC
City Clerk

Keith F. Collins
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT shall provide professional services for CITY focusing on programs related to the CITY's planning and development processes. The CONSULTANT shall manage these tasks below within the policy framework set forth by the CITY and act with independent judgement to ensure deliverables are met in accordance to the terms of this exhibit.

CONSULTANT shall complete review of the CalTrans State Route 1 Americans with Disabilities Act (ADA) Project, which is a project sponsored by the State Department of Transportation to upgrade State Route 1 between mile markers 59.80 and 62.10 with ADA improvements such as sidewalk, retaining wall, curb cuts and accessible ramps. The applicant requests a Coastal Development Permit. The project requires review by the CITY's Planning Commission.

Task Overview:

- Task 1 - Project Management
- Task 2 - Technical Review
- Task 3 - Environmental Review
- Task 4 - Report or Document Preparation
- Task 5 - Presentation
- Task 6 - Meeting Attendance

Task 1 – Project Management

Consulting Planner shall serve as the Project Manager for this project, which includes, but is not necessarily limited to the following: proactive application processing within city established timelines, to the extent feasible; establish a professional relationship with the applicant team, city staff and other project consultants; facilitate and coordinate meetings; maintain an organized and complete project file, remove extraneous material from the project file in compliance with the city's retention program; provide frequent updates to responsible City Contact; be responsive to city requests for information and project updates as needed; ensure overall quality assurance or work; properly invoice in accordance with this scope; and seek guidance from City Contact as needed. ***(ADDITIONAL TWO HOURS TO CLOSE OUT PROJECT: \$290.00)***

Task 2 - Technical Review

Review the project in compliance with applicable technical codes, including state and federal law, local zoning codes, Coastal General Plan, Inland General Plan, Local Coast Program, Coastal Land Use & Development Code, City's Municipal Code, city policies, guidelines, plans and related documents that apply to the project. Apply these rules, regulations and procedures to the proposed project. *Project deemed complete on November 17, 2020. Any revisions shall be reviewed prior to Planning Commission meeting. (NOTHING TO ADD)*

Task 3 - Environmental Review

In consultation with City Contact, assess the project in compliance with the California Environmental Quality Act (CEQA); recommend appropriate level of environmental review and, upon agreement from City Contact, proceed preparing and/or overseeing the preparation of the applicable document or exception/exemption, as appropriate. This may require an amendment to the scope of work specific to drafting the CEQA document. ***(NOTHING TO ADD)***

Task 4 - Report or Document Preparation

For projects that require a report, use the city’s templates to initiate and prepare reports, including all applicable attachments. Consulting Planner shall follow guidance and instruction from City Contact on format or other report-related procedures. Consulting Planner is expected to proactively monitor report review progress and adhere to the city’s report timelines, unless otherwise directed. For projects that require a formal determination letter, Consulting Planner shall use applicable city templates to document city action. **(ADDITIONAL \$2,428.75)**

Task 5 - Presentation

For projects that require a presentation, the Consulting Planner shall be responsible for preparing and submitting for review to the City Contact PowerPoint presentations to any city board, commission or the city council at least five days in advance of the meeting. **(ADDITIONAL \$108.75)**

Task 6 – Meeting Attendance

Consulting Planner is expected to attend a city-initiated inter-department meeting within the first 30 days of application submittal, any required meetings related to the environmental review process, and when applicable to the project, the Consulting Planner shall anticipate attending Planning Commission and City Council meetings. **(One Planning Commission meeting)**

Task 7 - Contingency

From time to time work goes beyond the anticipated tasks identified above. A ten percent (10%) contingency shall be applied to all projects. Requests to use contingency funds shall be agreed to in writing with the City Contact prior to using these funds. **(ADDITIONAL \$20.00)**

A-1 SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each task as specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

SCHEDULE

Tasks	Description	Hours	Additional Hours
Task 1	Project Management	16	2
Task 2	Technical Review	2	-
Task 3	Environmental Review	4	-
Task 4	Report or Document Preparation	16	16.75
Task 5	Presentation	2	0.75
Task 6	Meeting Attendance	4	-
Task 7	Contingency	4	
Total Hours		48	19.5

A-2 BUDGET SCHEDULE

Tasks	Description	Hourly Rate	Prior Amount	Additional Amount	Total
Task 1	Project Management	\$145	\$2,320	\$290	\$2,610
Task 2	Technical Review	\$145	\$290	-	\$290
Task 3	Environmental Review	\$145	\$580	-	\$580
Task 4	Report or Document Preparation	\$145	\$2,320	\$2,428.75	\$4,748.75
Task 5	Presentation	\$145	\$290	108.75	\$398.75
Task 6	Meeting Attendance	\$145	\$580		\$580
Task 7	Contingency	\$145	\$580	\$20	\$600
Sub-total Basic Services			\$6,960	\$2,847.50	\$9,807.50
Reimbursable Expenses					\$0
Total Basic Services & Reimbursable Expenses					\$9,807.50
Maximum Total Compensation					\$9,807.50

EXHIBIT "A-3"
SCHEDULE OF RATES

M-GROUP STAFF	HOURLY RATE
Administrative Analyst/Planning Tech	\$80
Assistant Planner/Assistant Urban Designer	\$95
Associate Planner/Associate Urban Designer/GIS Services	\$125
Environmental Planner/Historic Preservation Specialist	\$135
Senior Planner/Senior Urban Designer	\$145
Principal Planner	\$165
Principal in Charge	\$250

EXHIBIT "A"

SCOPE OF SERVICES

The CITY has received two Appeals, on April 26, 2021 (the Ferris Appeal and the Weibal Appeal) of the Planning Commission approval of the Coastal Development Permit for the CalTrans State Route 1 Americans with Disabilities Act (ADA) Project, sponsored by the State Department of Transportation to upgrade State Route 1 between mile markers 59.80 and 62.10 with ADA improvements such as sidewalk, retaining wall, curb cuts and accessible ramps. The subject Coastal Development Permit was approved by the Planning Commission on April 14, 2021.

CONSULTANT shall provide professional services for CITY focusing on review and processing of these Appeals, which will involve the following tasks. The CONSULTANT shall manage these tasks below within the policy framework set forth by the CITY and act with independent judgement to ensure deliverables are met in accordance to the terms of this exhibit.

Task Overview:

- Task 1 - Project Management
- Task 2. - Report or Document Preparation
- Task 3. – Presentation & Meeting Attendance

Task 1 – Project Management

Consulting Planner shall serve as the Project Manager for this project, which includes, but is not necessarily limited to the following: processing of the Appeals within city established timelines, to the extent feasible; coordinating with the applicant team, city staff and other project consultants, including meetings; as necessary, maintaining an organized and complete project file, ensuring overall quality assurance or work; properly invoice in accordance with this scope; and seek guidance from City Contact as needed.

Task 2 - Report or Document Preparation

Includes the review of the appeals filed on April 26, 2021. Use the city's templates to initiate and prepare reports, including all applicable attachments. Consulting Planner shall follow guidance and instruction from City Contact on format or other report-related procedures. Consulting Planner is expected to proactively monitor report review progress and adhere to the city's report timelines, unless otherwise directed. If the projects require a formal determination letter, Consulting Planner shall use applicable city templates to document city action.

Task 3 – Presentation/Meeting Attendance

For projects that require a presentation, the Consulting Planner shall be responsible for preparing and submitting for review to the City Contact PowerPoint presentations to the City Council at days in advance of the meeting.

Consulting Planner is expected to attend required city-initiated meetings in relation to the Appeals and One City Council meeting.

Contingency

Occasionally, work goes beyond the anticipated tasks identified above. A ten percent (10%) contingency shall be applied to all projects. Requests to use contingency funds shall be agreed to in writing with the City Contact prior to using these funds.

A-1 SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each task as specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

SCHEDULE

Tasks	Description	Hours
Task 1	Project Management	2
Task 2	Report or Document Preparation	20
Task 3	Presentation/Meeting Attendance	4
	Contingency	2
Total Hours		28

A-2 BUDGET SCHEDULE

Tasks	Description	Principal Planner (Hours)	Hourly Rate	Senior Planner (Hours)	Hourly Rate	Total
Task 1	Project Management	2	\$165		\$145	\$330
Task 2	Report or Document Preparation	20	\$165	0		\$3,300
Task 3	Presentation/Meeting Attendance	0	\$165	4	\$145	\$580
	Contingency	2				\$330
Sub-total Basic Services		28				\$4,540
		Reimbursable Expenses				\$0
		Total Basic Services & Reimbursable Expenses				\$4,540
		Maximum Total Compensation				\$4,540

EXHIBIT "A-3"
SCHEDULE OF RATES

M-GROUP STAFF	HOURLY RATE
Administrative Analyst/Planning Tech	\$80
Assistant Planner/Assistant Urban Designer	\$95
Associate Planner/Associate Urban Designer/GIS Services	\$125
Environmental Planner/Historic Preservation Specialist	\$135
Senior Planner/Senior Urban Designer	\$145
Principal Planner	\$165
Principal in Charge	\$250

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT shall provide professional services for CITY focusing on programs related to the CITY's planning and development processes. The CONSULTANT shall manage these tasks below within the policy framework set forth by the CITY and act with independent judgement to ensure deliverables are met in accordance to the terms of this exhibit.

CONSULTANT shall complete review of the Parents & Friends Project, which proposes to demolish two buildings, the house and an outbuilding, on APN 18-090-12 at 350 Cypress Street. A third building, the Mendocino Coast Pharmacy (and a small shed), will be retained. Three residential buildings with four bedrooms and three bathrooms each are proposed for construction on the west approximate two-thirds of the lot. These are to serve as group homes for aging, disabled adults. The applicant requests a Coastal Development Permit. The project requires review by the CITY's Planning Commission.

Task Overview:

- Task 1 - Project Management
- Task 2 - Technical Review
- Task 3 - Environmental Review
- Task 4 - Report or Document Preparation
- Task 5 - Presentation
- Task 6 - Meeting Attendance

Task 1 – Project Management

Consulting Planner shall serve as the Project Manager for this project, which includes, but is not necessarily limited to the following: proactive application processing within city established timelines, to the extent feasible; establish a professional relationship with the applicant team, city staff and other project consultants; facilitate and coordinate meetings; maintain an organized and complete project file, remove extraneous material from the project file in compliance with the city's retention program; provide frequent updates to responsible City Contact; be responsive to city requests for information and project updates as needed; ensure overall quality assurance or work; properly invoice in accordance with this scope; and seek guidance from City Contact as needed. **(NOTHING TO ADD)**

Task 2 - Technical Review

Review the project in compliance with applicable technical codes, including state and federal law, local zoning codes, Coastal General Plan, Inland General Plan, Local Coast Program, Coastal Land Use & Development Code, City's Municipal Code, city policies, guidelines, plans and related documents that apply to the project. Apply these rules, regulations and procedures to the proposed project. *Project deemed complete on November 19, 2020. Any revisions shall be reviewed prior to Planning Commission meeting.* **(NOTHING TO ADD)**

Task 3 - Environmental Review

In consultation with City Contact, assess the project in compliance with the California Environmental Quality Act (CEQA); recommend appropriate level of environmental review and, upon agreement from City Contact, proceed preparing and/or overseeing the preparation of the applicable document or exception/exemption, as appropriate. This may require an amendment to the scope of work specific to drafting the CEQA document. **(NOTHING TO ADD)**

Task 4 - Report or Document Preparation

For projects that require a report, use the city’s templates to initiate and prepare reports, including all applicable attachments. Consulting Planner shall follow guidance and instruction from City Contact on format or other report-related procedures. Consulting Planner is expected to proactively monitor report review progress and adhere to the city’s report timelines, unless otherwise directed. For projects that require a formal determination letter, Consulting Planner shall use applicable city templates to document city action. **(ADDITIONAL \$ 4,821.25)**

Task 5 - Presentation

For projects that require a presentation, the Consulting Planner shall be responsible for preparing and submitting for review to the City Contact PowerPoint presentations to any city board, commission or the city council at least five days in advance of the meeting. **(ADDITIONAL \$ 108.75)**

Task 6 – Meeting Attendance

Consulting Planner is expected to attend a city-initiated inter-department meeting within the first 30 days of application submittal, any required meetings related to the environmental review process, and when applicable to the project, the Consulting Planner shall anticipate attending Planning Commission and City Council meetings. **(One Planning Commission meeting) (NOTHING TO ADD)**

Task 7 - Contingency

From time to time work goes beyond the anticipated tasks identified above. A ten percent (10%) contingency shall be applied to all projects. Requests to use contingency funds shall be agreed to in writing with the City Contact prior to using these funds. **(NOTHING TO ADD)**

A-1 SCHEDULE OF PERFORMANCE

CONSULTANT has performed the Services so as to complete each task as specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

SCHEDULE

Tasks	Description	Hours
Task 1	Project Management	24.0
Task 2	Technical Review	9.5
Task 3	Environmental Review	1.0
Task 4	Report or Document Preparation	53.25
Task 5	Presentation	4.75
Task 6	Meeting Attendance	3.25
Task 7	Contingency	4.25
Total Hours		100.0

A-2 BUDGET SCHEDULE

Tasks	Description	Hourly Rate	Prior Amount	Amount Difference	Total
Task 1	Project Management	\$145	\$4,640	\$ -1,160.00	\$ 3,480.00
Task 2	Technical Review	\$145	\$2,320	\$ -942.50	\$ 1,377.50
Task 3	Environmental Review	\$145	\$580	\$ -435.00	\$ 145.00
Task 4	Report or Document Preparation	\$145	\$2,900	\$ 4,821.25	\$ 7,721.25
Task 5	Presentation	\$145	\$580	\$108.75	\$ 688.75
Task 6	Meeting Attendance	\$145	\$870	\$ -398.75	\$ 471.25
Task 7	Contingency	\$165	\$1,160	\$ -458.75	\$ 701.25
Sub-total Basic Services			\$13,050	\$ 1,535.00	\$14,585.00
	Reimbursable Expenses				\$0
	Total Basic Services & Reimbursable Expenses				\$14,585.00
	Maximum Total Compensation				\$ 14,585.00

EXHIBIT "A-3"
SCHEDULE OF RATES

M-GROUP STAFF	HOURLY RATE
Administrative Analyst/Planning Tech	\$80
Assistant Planner/Assistant Urban Designer	\$95
Associate Planner/Associate Urban Designer/GIS Services	\$125
Environmental Planner/Historic Preservation Specialist	\$135
Senior Planner/Senior Urban Designer	\$145
Principal Planner	\$165
Principal in Charge	\$250

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT WITH
METROPOLITAN PLANNING GROUP DBA M-GROUP**

THIS FIRST AMENDMENT is made and entered into this 26th day of January, 2021, by and between the CITY OF FORT BRAGG, hereinafter referred to as "City," and METROPOLITAN PLANNING GROUP DBA M-GROUP, hereinafter referred to as "Consultant."

WHEREAS, the City and Consultant entered into a Professional Services Agreement ("Contract") on November 16, 2020; and

WHEREAS, the Contract states that Consultant will provide planning and development consulting services on a project by project basis; and

WHEREAS, the parties desire to add to the Contract's scope of work to include new activities as described in Exhibits A through D to this First Amendment; and

WHEREAS, the cost of providing these additional services is **Twenty-one Thousand One Hundred Forty-six Dollars (\$21,146.00)**, which sum exceeds the original contract amount of \$25,000.00 by 84%, requiring City Council approval, for a total Not to Exceed Amount of **Forty-six Thousand One Hundred Forty-six Dollars (\$46,146.00)**; and

WHEREAS, the City Council on January 25, 2021, adopted Resolution No. 4349-2021 authorizing this Contract Amendment; and

WHEREAS, the applicant(s) have agreed to pay the full amount associated with this contract change(s) through Developer Deposit Accounts; and

WHEREAS, City and Consultant desire to amend the Contract to augment the Scope of Services, and increase the Not to Exceed Amount of the Contract;

NOW, THEREFORE, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for planning and development consulting services between the City and Consultant dated November 16, 2020, is hereby amended as follows:

1. Scope of Work:

Paragraph 1.1 (Scope of Work) is hereby amended to include the additional work described in Exhibits A through D attached hereto and incorporated herein by reference.

2. Compensation:

Paragraph 2.1 (Compensation), is hereby amended to state, "Consultant's total compensation shall not exceed **Forty-six Thousand One Hundred Forty-six Dollars (\$46,146.00)**."

3. Except as expressly amended herein, the Professional Services Agreement between the City and Consultant dated November 16, 2020, is hereby reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

CITY OF FORT BRAGG:

By: DocuSigned by:

C1A3351B88E489E

Tabatha Miller
City Manager

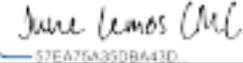
CONSULTANT:

By: DocuSigned by:

D106039FE0594E1

Geoff Bradley
President/Principal

ATTEST:

DocuSigned by:

57E A75A25D8A43D

June Lemos, CMC
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

15D0B7A7E8214D4

Keith F. Collins
City Attorney

EXHIBIT "A" SCOPE OF SERVICES

CONSULTANT shall provide professional services for CITY focusing on programs related to the CITY's planning and development processes. The CONSULTANT shall manage these tasks below within the policy framework set forth by the CITY and act with independent judgement to ensure deliverables are met in accordance to the terms of this exhibit.

CONSULTANT shall complete review of the Dollar General project (251 South Franklin Street), which is a development proposal requesting Design Review/Site & Architectural Review for a new approximately 9,100 square foot retail store on a one-acre corner parcel. The project requires review by the CITY's Planning Commission.

Task Overview:

- Task 1 - Project Management
- Task 2 - Technical Review
- Task 3 - Environmental Review
- Task 4 - Report or Document Preparation
- Task 5 - Presentation
- Task 6 - Meeting Attendance

Task 1 – Project Management

Consulting Planner shall serve as the Project Manager for this project, which includes, but is not necessarily limited to the following: proactive application processing within city established timelines, to the extent feasible; establish a professional relationship with the applicant team, city staff and other project consultants; facilitate and coordinate meetings; maintain an organized and complete project file, remove extraneous material from the project file in compliance with the city's retention program; provide frequent updates to responsible City Contact; be responsive to city requests for information and project updates as needed; ensure overall quality assurance of work; properly invoice in accordance with this scope; and seek guidance from City Contact as needed.

Task 2 - Technical Review

Review the project in compliance with applicable technical codes, including state and federal law, local zoning codes, Coastal General Plan, Inland General Plan, Local Coast Program, Coastal Land Use & Development Code, City's Municipal Code, city policies, guidelines, plans and related documents that apply to the project. Apply these rules, regulations and procedures to the proposed project (two rounds of review).

Task 3 - Environmental Review

In consultation with City Contact, assess the project in compliance with the California Environmental Quality Act (CEQA); recommend appropriate level of environmental review and, upon agreement from City Contact, proceed preparing and/or overseeing the preparation of the applicable document or exception/exemption, as appropriate. No cost here, since a separate scope of services for CEQA document will be prepared.

Task 4 - Report or Document Preparation

For projects that require a report, use the city's templates to initiate and prepare reports, including all applicable attachments. Consulting Planner shall follow guidance and instruction from City Contact on format or other report-related procedures. Consulting Planner is expected to proactively monitor report review progress and adhere to the city's report timelines, unless otherwise directed. For projects that require a formal determination letter, Consulting Planner shall use applicable city templates to document city action.

Task 5 - Presentation

For projects that require a presentation, the Consulting Planner shall be responsible for preparing and submitting for review to the City Contact PowerPoint presentations to any city board, commission or the city council at least five days in advance of the meeting.

Task 6 – Meeting Attendance

Consulting Planner is expected to attend a city-initiated inter-department meeting within the first 30 days of application submittal, any required meetings related to the environmental review process, and when applicable to the project, the Consulting Planner shall anticipate attending Planning Commission and City Council meetings. (One Planning Commission meeting)

Task 7 - Contingency

From time to time work goes beyond the anticipated tasks identified above. A ten percent (10%) contingency shall be applied to all projects. Requests to use contingency funds shall be agreed to in writing with the City Contact prior to using these funds.

A-1 SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each task as specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

SCHEDULE

Tasks	Description	Hours
Task 1	Project Management	32
Task 2	Technical Review	16
Task 3	Environmental Review	0
Task 4	Report or Document Preparation	24
Task 5	Presentation	6
Task 6	Meeting Attendance	10
Task 7	Contingency	10
Total Hours		98

A-2 BUDGET SCHEDULE

Tasks	Description	Hours	Hourly Rate	Total
Task 1	Project Management	32	\$165	\$5,280

Task 2	Technical Review	16	\$165	\$2,640
Task 3	Environmental Review	0	\$165	\$0
Task 4	Report or Document Preparation	24	\$165	\$3,960
Task 5	Presentation	6	\$165	\$990
Task 6	Meeting Attendance	10	\$165	\$1,650
Task 7	Contingency	10	\$165	\$1,650
Sub-total Basic Services		98	\$165	\$16,170
Reimbursable Expenses				\$0
Total Basic Services & Reimbursable Expenses				\$16,170
Maximum Total Compensation				\$16,170

EXHIBIT "A-3"
SCHEDULE OF RATES

M-GROUP STAFF	HOURLY RATE
Administrative Analyst/Planning Tech	\$80
Assistant Planner/Assistant Urban Designer	\$95
Associate Planner/Associate Urban Designer/GIS Services	\$125
Environmental Planner/Historic Preservation Specialist	\$135
Senior Planner/Senior Urban Designer	\$145
Principal Planner	\$165
Principal in Charge	\$250



December 18, 2020

Chantell O'Neal
Assistant Director, Engineering Division
City of Fort Bragg Public Works Department
416 N Franklin St, Fort Bragg, CA 95437

Subject: Proposal for Initial Study for 251 South Franklin Dollar General Store

Dear Chantell O'Neal,

Metropolitan Planning Group (M-Group) is pleased to submit this proposal to provide environmental review services for a proposed development requesting Design Review/Site & Architectural Review for a new approximately 9,100 square foot retail store on a one-acre corner parcel to fulfill requirements under the California Environmental Quality Act (CEQA). Based on our understanding the environmental review is expected to culminate in an Initial Study that would provide the basis for a determination for an exemption or require a Mitigated Negative Declaration (MND).

M-Group has a successful track record of providing environmental review services to municipalities throughout the Bay Area and beyond. M-Group's environmental planners take a tailored approach to environmental review drawing upon our familiarity with local and regional planning efforts.

We understand the environmental considerations associated with sensitive issues. M-Group is well suited to provide the services that the City of Fort Bragg requests. Our staff is familiar with conducting environmental analyses in compliance with CEQA, and in line with federal, state, and local regulations and policies. This proposal outlines our team's understanding of the project and provides our proposed scope of work, staffing, budget, and timeline. We propose Sheldon S. Ah Sing, AICP, Principal Planner as the project manager; and Ranu Aggarwal, AICP, Senior Planner to complete the environmental analysis and Geoff Bradley, AICP, will serve as the Principal-In-Charge providing project oversight.

We appreciate the opportunity to submit a proposal for this project and look forward to providing environmental services to the City of Fort Bragg. We trust that information contained herein is sufficient for the City's purposes in evaluating this proposal. Should any additional information, qualifications or references be necessary, they can be provided upon request. Our proposal is good for up to 90 days from time of submittal. Please do not hesitate to contact us should you have any questions.

Sincerely,

GEOFF BRADLEY, AICP
Principal-In-Charge
gbradley@m-group.us
408.340.5642 x 102

PROJECT TEAM/ QUALIFICATIONS

M-Group's team consists of a well-rounded group of professionals with a range of environmental review experience and land use planning experience. M-Group Principal Geoff Bradley, AICP will serve as the Principal in Charge and oversee the project to ensure the environmental review is completed to the satisfaction of the City, at the highest quality, and on time and budget. Principal Planner Sheldon S. Ah Sing, AICP will serve as the Project Manager, overseeing preparation of the CEQA documentation, carrying out analysis in accordance with CEQA and act as the day-to-day contact for City staff. Ranu Aggarwal, AICP, Senior Planner, will assist with carrying out analysis in accordance with CEQA.

Our mission is to create *a new design on urban planning* by working closely with city and county staff, stakeholders, and decision makers to address community planning needs in a tailored and forward-looking way. Timeliness, efficiency, best practices and excellent customer service are at the core of our approach to planning consulting and staffing solutions.

The following includes brief profiles of key M-Group members experience. Their resumes are included as attachments.

GEOFF BRADLEY, AICP | PRINCIPAL-IN-CHARGE

Geoff has over 25 years of professional public and private experience working with a variety of architectural, planning, development firms and public agencies. Prior to the formation of M-Group, this included 10 years of public sector experience with Bay Area planning and redevelopment agencies, and 10 years of private sector experience. Geoff has worked with numerous jurisdictions throughout the Bay Area. His work includes downtown revitalization, major commercial, mixed-use, transit oriented projects, as well as updates of General Plans, Housing Elements and Zoning Codes.

SHELDON S. AH SING, AICP | PROJECT MANAGER + PRINCIPAL PLANNER

Sheldon has over 19 years of planning experience and tackles projects in a thoughtful and effective manner. He understands the full scope of planning best practices and can skillfully coordinate a multitude of public and private interests on complex projects, bringing them to successful completion. Sheldon has managed environmental documents for hillside development, Creekside development and development on former orchard property. Sheldon has also managed the entitlements for complex and high profile commercial, industrial, residential, mixed use, and Transit Oriented Development projects.

RANU AGGARWAL, AICP | SENIOR PLANNER

Ranu is an accomplished urban planner with over fifteen years of professional planning experience in diverse areas of Urban and Regional Planning. Ranu's professional practice philosophy emphasizes teamwork, thoroughness, accuracy, and efficient time management. Her expertise includes land use planning, development and environmental review, urban design, project management, graphic communications, presentations, community outreach, and geographic information systems. Ranu has worked for multiple cities in the Bay Area managing development and environmental review projects from residential subdivisions to commercial and industrial facilities. She conducts and coordinates review of complex projects to ensure the interests of the community are addressed in the review process. She has authored and managed preparation of environmental documents, and special studies for a variety of long range projects including general plan updates.

PROJECT UNDERSTANDING

It is understood that the City of Fort Bragg received an application for a Design Review for a new 9,100 square foot retail building on a one-acre vacant parcel.

The proposed project requires discretionary approval from the City of Fort Bragg. The project is subject to a Design Review/Sign and Architectural Review.

PROJECT APPROACH

M-Group proposes to draft an Initial Study to support the City in its determination for an exemption or a Negative Declaration/Mitigated Negative Declaration. The Initial Study will fully evaluate all environmental categories in accordance with the Environmental Checklist in the CEQA Guidelines. As a part of this effort all trustee and responsible agencies will be identified. The environmental setting, potentially significant environmental impacts, and measures to reduce potential impacts will be described. The level of impact following implementation of mitigation measures will be identified. M-Group will provide an environmental document that is concise, accurate and able to withstand scrutiny.

M-Group will work collaboratively with the City of Fort Bragg to ensure the timely completion of the CEQA document. M-Group will work collaboratively with City staff and the Project Team (through the City) to resolve concerns as they are identified. We will confer with regulatory agencies and stakeholders, as appropriate, to ensure that all parties of interest have the opportunity to provide input early in the process. We will take the initiative to keep the project on track by working proactively with City staff, responsible agencies and the applicant team. M-Group understands that the completion of a successful environmental document is dependent upon clear and direct communication, sound technical analysis, and attentive project management. We stay actively engaged in our projects from inception to completion.

AREAS OF CONCERN

M-Group will provide a comprehensive review of the existing physical conditions and regulatory context and will assess the project's potential to result in environmental impact for each environmental category in Appendix G of the CEQA guidelines. Given our understanding of the project context the primary areas of concern are expected to be transportation and the applicability of the new Vehicle Miles Travelled (VMT) thresholds established on July 1, 2020. We proposed that Fehr & Peers (under separate contract with the City) conduct a robust analysis (see Fehr & Peers scope of work) to address VMT and other transportation related issues.

M-Group will work collaboratively with City Staff and the applicant's team (through the City) as appropriate to secure the necessary technical studies to fully evaluate the project's impacts in line with State and Federal requirements. Should any services from M-Group's team be necessary beyond the scope of services identified herein a scope and budget augment will be necessary.

SCOPE OF SERVICES

The following describes M-Group's scope of work for the subject project.

TASK 1: PROJECT MANAGEMENT

Our team will be available throughout the environmental review process to correspond with City staff, and/or the applicant team (as appropriate), gather information, and address any concerns. Sheldon Ah Sing will serve as the Project Manager and the primary point of contact for the City. He will provide routine updates on progress and oversee coordination of the environmental team. This task includes one kick-off meeting with City staff to finalize the scope, schedule and budget. Included in this task are routine and ongoing check-ins, progress updates, coordination, and general correspondence over the course of the project.

***Task 1 Deliverables:** Kick-off meeting and a finalized project scope, schedule, and budget; bi-weekly status updates (via email or conference call) to keep the City informed of project progress; and summary memos detailing outcome of team meetings.*

TASK 2: BACKGROUND RESEARCH

M-Group will conduct a full review of all available information on the project site and vicinity including photo documentation, a records search of relevant documents, the history and past uses of the subject site, and applicable regulations. M-Group will provide recommendations to the City for notifying environmental agencies, any referrals, and carrying out notification.

***Task 2 Deliverable:** Memorandum outlining additional information or data needed to fill in any identified gaps, if applicable.*

TASK 3: PROJECT DESCRIPTION

M-Group will prepare a CEQA-compliant project description and coordinate with the City to confirm adequate scope and detail prior to proceeding with the environmental analysis. The project description will describe the proposed project and include background and site history information, environmental and regulatory conditions, location graphics, and other pertinent project details. Prior to proceeding with the environmental analysis, M-Group will secure confirmation that the project description has been prepared to the City's satisfaction and fully reflects the applicant's proposed project.

***Task 3 Deliverable:** Electronic version of the Administrative Draft Project Description including supporting graphics.*

TASK 4: DRAFT INITIAL STUDY

M-Group will prepare an Initial Study using the CEQA Guidelines Appendix G Environmental Checklist. M-Group will document the level of impact for each environmental category. The Initial Study will characterize the existing physical and regulatory setting, identify potential impacts and provide documentation to support a CEQA determination. M-Group will use any technical studies submitted to inform the Initial Study and support the level of impact determination.

***Task 5 Deliverables:** Administrative Draft Initial Study (electronic); and (technical studies and references will be provided electronically.*

TASK 5: FINAL INITIAL STUDY

Following review by the City, M-Group will incorporate any comments into a Final Initial Study. For purposes of this proposal it is presumed that the Initial Study will be the final product and deliverable. If it is determined that a Negative Declaration or Mitigated Negative Declaration is necessary, an amended scope of work and budget will follow.

Task 5 Deliverables: One electronic copy of the Final Initial Study.

PROJECT SCHEDULE

We have dedicated sufficient staff resources to complete the environmental review as expeditiously as possible. The following project schedule presumes that environmental review will commence once a sufficient level project design detail is developed to adequately evaluate potential project impacts.

At project kickoff, specific target dates will be established in close coordination with City staff to identify calendar days for deliverables and reasonable response times from the City.

Task	Target Date
1. Project Management	
Project Management and Team Coordination <ul style="list-style-type: none"> • Kick-off Meeting/ Confirm Scope • Progress Reports • Team Meetings 	Ongoing <ul style="list-style-type: none"> • Week 1 • Bi-weekly via email/phone • TBD
2. Background Research	
<ul style="list-style-type: none"> • Complete Background Research • Data Needs Memo to City 	<ul style="list-style-type: none"> • Week 1 • Week 1
3. Project Description	
<ul style="list-style-type: none"> • Admin Draft Project Description to City • City to Provide Comments 	<ul style="list-style-type: none"> • Week 1 • TBD
Technical Studies	
<ul style="list-style-type: none"> • Traffic Study (Fher & Peers) 	<ul style="list-style-type: none"> • Week 5-6
4. Draft Initial Study	
<ul style="list-style-type: none"> • Administrative Draft Initial Study • City to Provide Comments 	<ul style="list-style-type: none"> • Week 7 • TBD
5. Final Initial Study	
<ul style="list-style-type: none"> • Administrative Final Initial Study/MND 	<ul style="list-style-type: none"> • 1 Week Following City Comments

COST PROPOSAL

We have prepared a budget that includes the cost estimates for completing the work for Tasks 1 through 5, as described above. We anticipate a not to exceed budget of \$9,966, inclusive of a 10% contingency.

M-Group understands that the project specific contract will be on a percentage basis within the total not to exceed budget amount. M-Group will bill the City by percent complete on a monthly basis.

PROJECT ASSUMPTIONS

1. M-Group will coordinate with the City to ensure that any records and past reports relevant to the project area including previous environmental review documents and any technical reports, etc., are obtained and referenced.
2. M-Group will coordinate directly with appropriate departments and/or through the City Designee to ensure that any considerations associated with emergency vehicle access, police protection, and infrastructure capacity are incorporated into the environmental review.
3. M-Group's team will be granted access to the project site in timely manner to carry out necessary fieldwork and data collection.
4. City staff will assemble and provide M-Group with all responses received through the initial noticing and referral process.
5. The City will provide M-Group with a complete application packet and will forward any new or revised plans or data as materials are submitted.
6. This scope of work assumes that the project will not undergo substantive modifications in design or intensity once environmental review is underway.
7. This scope of work assumes that no new technical studies, beyond those identified as herein, will be required. If during the course of analysis further technical reports are needed or supplementation information recommended, a budget adjustment would be required.
8. This scope of work assumes that the environmental review will culminate in an Initial Study, if potentially significant impacts are identified and project design modifications to avoid impacts cannot be identified then a Mitigated Negative Declaration will be warranted requiring a scope and budget adjustment.
9. We anticipate that the project would be complete its public hearings within four months from the start of the CEQA work. If the project exceeds this timeframe, then additional project management hours may be needed with a budget augmentation request agreed to by the City.

BUDGET

251 S. FRANKLIN - DOLLAR GENERAL				
18-Dec-20		M-GROUP		
Task Number / Description	Sheldon Ah Sing, Project Manager	Ranu Aggarwal, Senior Planner	M-Group Hours	Subtotal
Hourly Billing Rate	\$165	\$145		
TASK 1: PROJECT MANAGEMENT				
1.1 Kick off meeting & Project Management	10	0	10	\$1,650
Task 1 Subtotal:	10	0	10	\$1,650
TASK 2: BACKGROUND RESEARCH / SITE VISIT				
2.1 Background research	2	4	6	\$910
2.2 Prepare Data Needs Memo	0	2	2	\$290
Task 2 Subtotal:	2	6	8	\$1,200
TASK 3: PROJECT DESCRIPTION				
3.1 Admin Draft Project Description	0	1	1	\$145
3.2 Final Project Description	1	1	2	\$310
Task 3 Subtotal:	1	2	3	\$455
TECHNICAL STUDIES				
Traffic Study (Fehr & Peers) (separate scope)	0	0	0	\$0
Task Subtotal:	0	0	0	\$0
TASK 4: DRAFT INITIAL STUDY				
4.1 Prepare Administrative Draft Initial Study	3	24	27	\$3,975
4.2 Prepare Screencheck Draft IS	2	6	8	\$1,200
Task 5 Subtotal:	5	30	35	\$5,175
TASK 5: FINAL INITIAL STUDY				
5.1 Draft Final Initial Study	0	4	4	\$580
Task 6 Subtotal:	0	4	4	\$580
<i>Project Subtotal (hours + budget)</i>	<i>18</i>	<i>42</i>	<i>60</i>	<i>\$9,060</i>
<i>Direct Costs</i>				<i>\$0</i>
			Subtotal	\$9,060
<i>10% Contingency Costs</i>				<i>\$906</i>
Project Total				\$9,966

NOTES

- 1 M-Group reserves the right to re-allocate hours and include assistance from other planners within M-Group to complete the tasks, as necessary, but within the total budget.
- 2 Cost Proposal is for a Not-to-exceed Contract with monthly invoicing based on task completion.
- 3 Travel time and expenses have been factored into the budget.
- 4 Unexpected issues out of scope or extended timeline out of the control of M-Group may necessitate the need to additional budget.

EXHIBIT "C" SCOPE OF SERVICES

CONSULTANT shall provide professional services for CITY focusing on programs related to the CITY's planning and development processes. The CONSULTANT shall manage these tasks below within the policy framework set forth by the CITY and act with independent judgement to ensure deliverables are met in accordance to the terms of this exhibit.

CONSULTANT shall complete review of the CalTrans State Route 1 Americans with Disabilities Act (ADA) Project, which is a project sponsored by the State Department of Transportation to upgrade State Route 1 between mile markers 59.80 and 62.10 with ADA improvements such as sidewalk, retaining wall, curb cuts and accessible ramps. The applicant requests a Coastal Development Permit. The project requires review by the CITY's Planning Commission.

Task Overview:

- Task 1 - Project Management
- Task 2 - Technical Review
- Task 3 - Environmental Review
- Task 4 - Report or Document Preparation
- Task 5 - Presentation
- Task 6 - Meeting Attendance

Task 1 – Project Management

Consulting Planner shall serve as the Project Manager for this project, which includes, but is not necessarily limited to the following: proactive application processing within city established timelines, to the extent feasible; establish a professional relationship with the applicant team, city staff and other project consultants; facilitate and coordinate meetings; maintain an organized and complete project file, remove extraneous material from the project file in compliance with the city's retention program; provide frequent updates to responsible City Contact; be responsive to city requests for information and project updates as needed; ensure overall quality assurance of work; properly invoice in accordance with this scope; and seek guidance from City Contact as needed.

Task 2 - Technical Review

Review the project in compliance with applicable technical codes, including state and federal law, local zoning codes, Coastal General Plan, Inland General Plan, Local Coast Program, Coastal Land Use & Development Code, City's Municipal Code, city policies, guidelines, plans and related documents that apply to the project. Apply these rules, regulations and procedures to the proposed project. *Project deemed complete on November 17, 2020. Any revisions shall be reviewed prior to Planning Commission meeting.*

Task 3 - Environmental Review

In consultation with City Contact, assess the project in compliance with the California Environmental Quality Act (CEQA); recommend appropriate level of environmental review and, upon agreement from City Contact, proceed preparing and/or overseeing the preparation of the applicable document or exception/exemption, as appropriate. This may require an amendment to the scope of work specific to drafting the CEQA document.

Task 4 - Report or Document Preparation

For projects that require a report, use the city’s templates to initiate and prepare reports, including all applicable attachments. Consulting Planner shall follow guidance and instruction from City Contact on format or other report-related procedures. Consulting Planner is expected to proactively monitor report review progress and adhere to the city’s report timelines, unless otherwise directed. For projects that require a formal determination letter, Consulting Planner shall use applicable city templates to document city action.

Task 5 - Presentation

For projects that require a presentation, the Consulting Planner shall be responsible for preparing and submitting for review to the City Contact PowerPoint presentations to any city board, commission or the city council at least five days in advance of the meeting.

Task 6 – Meeting Attendance

Consulting Planner is expected to attend a city-initiated inter-department meeting within the first 30 days of application submittal, any required meetings related to the environmental review process, and when applicable to the project, the Consulting Planner shall anticipate attending Planning Commission and City Council meetings. (One Planning Commission meeting)

Task 7 - Contingency

From time to time work goes beyond the anticipated tasks identified above. A ten percent (10%) contingency shall be applied to all projects. Requests to use contingency funds shall be agreed to in writing with the City Contact prior to using these funds.

A-1 SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each task as specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

SCHEDULE

Tasks	Description	Hours
Task 1	Project Management	16
Task 2	Technical Review	2
Task 3	Environmental Review	4
Task 4	Report or Document Preparation	16
Task 5	Presentation	2
Task 6	Meeting Attendance	4
Task 7	Contingency	4
Total Hours		48

A-2 BUDGET SCHEDULE

Tasks	Description	Hours	Hourly Rate	Total
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Task 1	Project Management	16	\$145	\$2,320
Task 2	Technical Review	2	\$145	\$290
Task 3	Environmental Review	4	\$145	\$580
Task 4	Report or Document Preparation	16	\$145	\$2,320
Task 5	Presentation	2	\$145	\$290
Task 6	Meeting Attendance	4	\$145	\$580
Task 7	Contingency	4	\$145	\$580
Sub-total Basic Services		48	\$145	\$6,960
Reimbursable Expenses				\$0
Total Basic Services & Reimbursable Expenses				\$6,960
Maximum Total Compensation				\$6,960

**EXHIBIT "A-3"
SCHEDULE OF RATES**

M-GROUP STAFF	HOURLY RATE
<i>Administrative Analyst/Planning Tech</i>	\$80
<i>Assistant Planner/Assistant Urban Designer</i>	\$95
<i>Associate Planner/Associate Urban Designer/GIS Services</i>	\$125
<i>Environmental Planner/Historic Preservation Specialist</i>	\$135
<i>Senior Planner/Senior Urban Designer</i>	\$145
<i>Principal Planner</i>	\$165
<i>Principal in Charge</i>	\$250

EXHIBIT "D" SCOPE OF SERVICES

CONSULTANT shall provide professional services for CITY focusing on programs related to the CITY's planning and development processes. The CONSULTANT shall manage these tasks below within the policy framework set forth by the CITY and act with independent judgement to ensure deliverables are met in accordance to the terms of this exhibit.

CONSULTANT shall complete review of the Parents & Friends Project, which proposes to demolish two buildings, the house and an outbuilding, on APN 18-090-12 at 350 Cypress Street. A third building, the Mendocino Coast Pharmacy (and a small shed), will be retained. Three residential buildings with four bedrooms and three bathrooms each are proposed for construction on the west approximate two-thirds of the lot. These are to serve as group homes for aging, disabled adults. The applicant requests a Coastal Development Permit. The project requires review by the CITY's Planning Commission.

Task Overview:

- Task 1 - Project Management
- Task 2 - Technical Review
- Task 3 - Environmental Review
- Task 4 - Report or Document Preparation
- Task 5 - Presentation
- Task 6 - Meeting Attendance

Task 1 – Project Management

Consulting Planner shall serve as the Project Manager for this project, which includes, but is not necessarily limited to the following: proactive application processing within city established timelines, to the extent feasible; establish a professional relationship with the applicant team, city staff and other project consultants; facilitate and coordinate meetings; maintain an organized and complete project file, remove extraneous material from the project file in compliance with the city's retention program; provide frequent updates to responsible City Contact; be responsive to city requests for information and project updates as needed; ensure overall quality assurance or work; properly invoice in accordance with this scope; and seek guidance from City Contact as needed.

Task 2 - Technical Review

Review the project in compliance with applicable technical codes, including state and federal law, local zoning codes, Coastal General Plan, Inland General Plan, Local Coast Program, Coastal Land Use & Development Code, City's Municipal Code, city policies, guidelines, plans and related documents that apply to the project. Apply these rules, regulations and procedures to the proposed project. *Project deemed complete on November 19, 2020. Any revisions shall be reviewed prior to Planning Commission meeting.*

Task 3 - Environmental Review

In consultation with City Contact, assess the project in compliance with the California Environmental Quality Act (CEQA); recommend appropriate level of environmental review and, upon agreement from City Contact, proceed preparing and/or overseeing the preparation of the applicable document or exception/exemption, as appropriate. This may require an amendment to the scope of work specific to drafting the CEQA document.

Task 4 - Report or Document Preparation

For projects that require a report, use the city's templates to initiate and prepare reports, including all applicable attachments. Consulting Planner shall follow guidance and instruction from City Contact on format or other report-related procedures. Consulting Planner is expected to proactively monitor report review progress and adhere to the city's report timelines, unless otherwise directed. For projects that require a formal determination letter, Consulting Planner shall use applicable city templates to document city action.

Task 5 - Presentation

For projects that require a presentation, the Consulting Planner shall be responsible for preparing and submitting for review to the City Contact PowerPoint presentations to any city board, commission or the city council at least five days in advance of the meeting.

Task 6 – Meeting Attendance

Consulting Planner is expected to attend a city-initiated inter-department meeting within the first 30 days of application submittal, any required meetings related to the environmental review process, and when applicable to the project, the Consulting Planner shall anticipate attending Planning Commission and City Council meetings. (One Planning Commission meeting)

Task 7 - Contingency

From time to time work goes beyond the anticipated tasks identified above. A ten percent (10%) contingency shall be applied to all projects. Requests to use contingency funds shall be agreed to in writing with the City Contact prior to using these funds.

A-1 SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each task as specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

SCHEDULE

Tasks	Description	Hours
Task 1	Project Management	32
Task 2	Technical Review	16
Task 3	Environmental Review	4
Task 4	Report or Document Preparation	20
Task 5	Presentation	4
Task 6	Meeting Attendance	6
Task 7	Contingency	8
Total Hours		90

A-2 BUDGET SCHEDULE

Tasks	Description	Hours	Hourly Rate	Total
Task 1	Project Management	32	\$145	\$4,640
Task 2	Technical Review	16	\$145	\$2,320
Task 3	Environmental Review	4	\$145	\$580
Task 4	Report or Document Preparation	20	\$145	\$2,900
Task 5	Presentation	4	\$145	\$580
Task 6	Meeting Attendance	6	\$145	\$870
Task 7	Contingency	8	\$145	\$1,160
Sub-total Basic Services		90	\$145	\$13,050
Reimbursable Expenses				\$0
Total Basic Services & Reimbursable Expenses				\$13,050
Maximum Total Compensation				\$13,050

**EXHIBIT "A-3"
SCHEDULE OF RATES**

M-GROUP STAFF	HOURLY RATE
Administrative Analyst/Planning Tech	\$80
Assistant Planner/Assistant Urban Designer	\$95
Associate Planner/Associate Urban Designer/GIS Services	\$125
Environmental Planner/Historic Preservation Specialist	\$135
Senior Planner/Senior Urban Designer	\$145
Principal Planner	\$165
Principal in Charge	\$250

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
METROPOLITAN PLANNING GROUP DBA M-GROUP**

THIS AGREEMENT is made and entered into this 16th day of November, 2020 ("Effective Date"), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 ("City"), and METROPOLITAN PLANNING GROUP, DBA M-GROUP, a California corporation, 307 Orchard City Drive, Suite 100, Campbell, California 95008 ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide planning and development consulting services on a project by project basis, as more fully described herein; and

B. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit A (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

C. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

D. WHEREAS, the City Manager is authorized by Fort Bragg Municipal Code Section 3.20.140 to negotiate contracts in an amount not to exceed \$25,000.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant's Proposal ("Proposal"), attached hereto as Exhibit A and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its

discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. **Warranty.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

1.5. **Non-discrimination.** In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. **Non-Exclusive Agreement.** Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. **Delegation and Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this

Agreement.

1.8. **Confidentiality**. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. **Compensation**. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed **Twenty-five Thousand Dollars (\$25,000.00)**.

2.2. **Additional Services**. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. **Method of Billing**. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. **Records and Audits**. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

3.0. TIME OF PERFORMANCE

3.1. **Commencement and Completion of Work**. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in compliance with the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by **June 30, 2021**. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. **Excusable Delays**. Neither party shall be responsible for delays or lack of

performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on **September 30, 2021** unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. **Documents.** In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. **Minimum Scope and Limits of Insurance.** Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

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

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents,

employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be **Chantell O'Neal, Assistant Director – Engineering Division**. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project

Manager.

Consultant designates **Geoff Bradley, President** as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. **Notices.** Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Geoff Bradley
M-Group
51 E. Campbell Avenue #1247
Campbell, CA 95009
Tel: 408-340-5642
Cell: 408-603-0072

IF TO CITY:

City Clerk
City of Fort Bragg
416 N. Franklin St.
Fort Bragg, CA 95437
Tel: 707-961-2823
Fax: 707-961-2802

6.5. **Attorneys' Fees.** In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. **Assignment.** Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. **Indemnification and Hold Harmless.** If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of

the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. **Ownership of Documents.** All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. **Public Records Act Disclosure.** Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. **Conflict of Interest.** Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. **Responsibility for Errors.** Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. **Prohibited Employment.** Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said

parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY

By: ^{DocuSigned by:}
Tabatha Miller
71A7351889C498E

Tabatha Miller
Its: City Manager

CONSULTANT

By: ^{DocuSigned by:}
Geoff Bradley
0166038FE758481

Geoff Bradley
Its: President/Principal

ATTEST:

By: ^{DocuSigned by:}
June Lemos CMC
57E475A2CDB643D

June Lemos, CMC
City Clerk

APPROVED AS TO FORM:

By: ^{DocuSigned by:}
Keith Collins
47689117F541884

Keith F. Collins
City Attorney

EXHIBIT "A" **SCOPE OF SERVICES**

CONSULTANT shall provide professional services for CITY focusing on programs related to the CITY's planning and development processes. The CONSULTANT shall manage these tasks below within the policy framework set forth by the CITY and act with independent judgement to ensure deliverables are met in accordance to the terms of this exhibit.

CONSULTANT shall complete review for projects as assigned to CONSULTANT by the CITY.

Task Overview:

- Task 1 - Project Management
- Task 2 - Technical Review
- Task 3 - Environmental Review
- Task 4 - Report or Document Preparation
- Task 5 - Presentation
- Task 6 - Meeting Attendance

Task 1 – Project Management

Consulting Planner shall serve as the Project Manager for this project, which includes, but is not necessarily limited to the following: proactive application processing within city established timelines, to the extent feasible; establish a professional relationship with the applicant team, city staff and other project consultants; facilitate and coordinate meetings; maintain an organized and complete project file, remove extraneous material from the project file in compliance with the city's retention program; provide frequent updates to responsible City Contact; be responsive to city requests for information and project updates as needed; ensure overall quality assurance or work; properly invoice in accordance with this scope; and seek guidance from City Contact as needed.

Task 2 - Technical Review

Review the project in compliance with applicable technical codes, including state and federal law, local zoning codes, Coastal General Plan, Inland General Plan, Local Coast Program, Coastal Land Use & Development Code, City's Municipal Code, city policies, guidelines, plans and related documents that apply to the project. Apply these rules, regulations and procedures to the proposed project (two rounds of review).

Task 3 - Environmental Review

In consultation with City Contact, assess the project in compliance with the California Environmental Quality Act (CEQA); recommend appropriate level of environmental review and, upon agreement from City Contact, proceed preparing and/or overseeing the preparation of the applicable document or exception/exemption, as appropriate. Consulting Planner is responsible for ensuring compliance with all noticing and timeline requirements.

Task 4 - Report or Document Preparation

For projects that require a report, use the city's templates to initiate and prepare reports, including all applicable attachments. Consulting Planner shall follow guidance and instruction from City Contact on format or other report-related procedures. Consulting Planner is expected to proactively monitor report review progress and adhere to the city's report timelines, unless otherwise directed. For projects that

require a formal determination letter, Consulting Planner shall use applicable city templates to document city action.

Task 5 - Presentation

For projects that require a presentation, the Consulting Planner shall be responsible for preparing and submitting for review to the City Contact PowerPoint presentations to any city board, commission or the city council at least five days in advance of the meeting.

Task 6 – Meeting Attendance

Consulting Planner is expected to attend a city-initiated inter-department meeting within the first 30 days of application submittal, any required meetings related to the environmental review process, and when applicable to the project, the Consulting Planner shall anticipate attending Planning Commission and City Council meetings.

Task 7 - Contingency

From time to time work goes beyond the anticipated tasks identified above. A ten percent (10%) contingency shall be applied to all projects. Requests to use contingency funds shall be agreed to in writing with the City Contact prior to using these funds.

A-1 SAMPLE SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each task as specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

SCHEDULE

Tasks	Description	Hours
Task 1	Project Management	X
Task 2	Technical Review	X
Task 3	Environmental Review	X
Task 4	Report or Document Preparation	X
Task 5	Presentation	X
Task 6	Meeting Attendance	X
Task 7	Contingency	X
Total Hours		XX

SAMPLE A-2 BUDGET SCHEDULE

Tasks	Description	Hours	Hourly Rate	Total
Task 1	Project Management	X	\$XXX	\$XXXX
Task 2	Technical Review	X	\$XXX	\$XXXX
Task 3	Environmental Review	X	\$XXX	\$XXXX
Task 4	Report or Document Preparation	X	\$XXX	\$XXXX

Task 5	Presentation	X	\$XXX	\$XXXX
Task 6	Meeting Attendance	X	\$XXX	\$XXXX
Task 7	Contingency	X	\$XXX	\$XXXX
Sub-total Basic Services		XX	\$XXX	\$XXXXX
Reimbursable Expenses				\$X
Total Basic Services & Reimbursable Expenses				\$XXXXX
Maximum Total Compensation				\$XXXXX

EXHIBIT "A-3"
SCHEDULE OF RATES

M-GROUP STAFF	HOURLY RATE
Administrative Analyst/Planning Tech	\$80
Assistant Planner/Assistant Urban Designer	\$95
Associate Planner/Associate Urban Designer/GIS Services	\$125
Environmental Planner/Historic Preservation Specialist	\$135
Senior Planner/Senior Urban Designer	\$145
Principal Planner	\$165
Principal in Charge	\$250



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GS Insurance Solutions, Inc. 4877 Old Ironsides Drive, Suite 370 Santa Clara CA 95054 License#: 0195531 METRPLA-01	CONTACT NAME: Eli Haro PHONE (A/C No. Ext): 650-282-3104 FAX (A/C No.): 844-205-6744 E-MAIL ADDRESS: certs@qsisol.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ohio Security Insurance Compan</td> <td>24082</td> </tr> <tr> <td>INSURER B: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER C: Mount Vernon Fire Insurance Co</td> <td>26522</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Compan	24082	INSURER B: Evanston Insurance Company	35378	INSURER C: Mount Vernon Fire Insurance Co	26522	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 1926556178 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-SUBJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		BKS56609535	4/9/2020	4/9/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPOP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BAS56609535	4/9/2020	4/9/2021	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS3024123	4/9/2020	4/9/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS56609535	4/9/2020	4/9/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
C	Professional E&O			PT2000323B	4/9/2020	4/9/2021	Per Claim 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

Insurance is Primary and Non-Contributory

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Elizabeth Haro

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
- CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement is \$ 250 .

Schedule

Person or Organization

ANY INDIVIDUAL OR ORGANIZATION THAT REQUIRES THE

Job Description

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Endorsement No. 0007

Policy Effective 04/09/2020 Premium

State

Policy No. XWS (21) 56 60 95 35

Insured METROPOLITAN PLANNING GROUP

Insurance Company Ohio Security Insurance Company 19291

Countersigned by _____

WC 99 06 79
(Ed. 01-13)



City of Fort Bragg

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

Text File

File Number: 21-320

Agenda Date: 6/28/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5E.

Adopt City Council Resolution Updating the City of Fort Bragg Master Salary Rate Compensation Plan and Confirming the Pay/Rates/Ranges for All City of Fort Bragg Established Classifications
The City Council approves all salary schedules which include classification titles and pay rates/ranges at the time a Memorandum of Understanding (MOU) for each bargaining unit is approved; when updates to the compensation and benefits for unrepresented employees are approved; or when specific wage and/or classification title adjustments are needed. The City has a long-standing practice of posting these approved salary schedules on the City website as well as having copies available upon request. The California Public Employees' Retirement Code requires the City to have a publicly adopted and posted Compensation Schedule.

The City Council will approve the cost of living adjustments as prescribed in the Memorandums of Understanding and Resolutions for the various employee groups. The revised salaries are reflected in the attached Exhibit A to the Resolution.

RESOLUTION NO. -2021

RESOLUTION OF THE FORT BRAGG CITY COUNCIL ESTABLISHING A CITY OF FORT BRAGG MASTER SALARY RATE COMPENSATION PLAN CONFIRMING THE 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, the establishment of this Resolution meets the requirements of California Regulations Section 570.5 as confirmed by CalPERS; and

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

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

WHEREAS, the City of Fort Bragg Master Salary Rate Compensation Plan as presented in "Exhibit A" provides for Cost of Living Adjustments (COLAs) for Fort Bragg Employee Organization, Confidential Non-Bargaining, Exempt At-Will Executive and Exempt Mid-Management employees.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby does establish a compensation plan and terms and conditions of employment for all established classifications.

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 July 4, 2021.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a special meeting of the City Council of the City of Fort Bragg held on the 28th day of June, 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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

				Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Analyst (Confidential; Non-Bargaining)								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
Administrative Assistant - Administration (FBE0)								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
Administrative Assistant - Community Development (FBE0)								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
Administrative Assistant - Police (FBE0)								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)								
Hourly				35.03	36.78	38.62	40.55	42.58
Bi-Weekly				2,802.40	2,942.40	3,089.60	3,244.00	3,406.40
Monthly				6,071.87	6,375.20	6,694.13	7,028.67	7,380.53
Annual				72,862.40	76,502.40	80,329.60	84,344.00	88,566.40
Assistant City Engineer (FBE0)								
Hourly				31.96	33.56	35.24	37.00	38.85
Bi-Weekly				2,556.80	2,684.80	2,819.20	2,960.00	3,108.00
Monthly				5,539.73	5,817.07	6,108.27	6,413.33	6,734.00
Annual				66,476.80	69,804.80	73,299.20	76,960.00	80,808.00
Assistant Finance Director (Mid-Management; Non-Bargaining)								
Hourly				37.89	39.78	41.77	43.86	46.05
Bi-Weekly				3,031.20	3,182.40	3,341.60	3,508.80	3,684.00
Monthly				6,567.60	6,895.20	7,240.13	7,602.40	7,982.00
Annual				78,811.20	82,742.40	86,881.60	91,228.80	95,784.00
Assistant Planner (FBE0)								
Hourly				30.45	31.97	33.57	35.25	37.01
Bi-Weekly				2,436.00	2,557.60	2,685.60	2,820.00	2,960.80
Monthly				5,278.00	5,541.47	5,818.80	6,110.00	6,415.07
Annual				63,336.00	66,497.60	69,825.60	73,320.00	76,980.80

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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

				Step 1	Step 2	Step 3	Step 4	Step 5
Assistant to the City Manager (Mid-Management; Non-Bargaining)								
Hourly				35.03	36.78	38.62	40.55	42.58
Bi-Weekly				2,802.40	2,942.40	3,089.60	3,244.00	3,406.40
Monthly				6,071.87	6,375.20	6,694.13	7,028.67	7,380.53
Annual				72,862.40	76,502.40	80,329.60	84,344.00	88,566.40
Associate Planner (FBEO)								
Hourly				31.53	33.11	34.77	36.51	38.34
Bi-Weekly				2,522.40	2,648.80	2,781.60	2,920.80	3,067.20
Monthly				5,465.20	5,739.07	6,026.80	6,328.40	6,645.60
Annual				65,582.40	68,868.80	72,321.60	75,940.80	79,747.20
City Clerk (Mid-Management; Non-Bargaining)								
Hourly				35.03	36.78	38.62	40.55	42.58
Bi-Weekly				2,802.40	2,942.40	3,089.60	3,244.00	3,406.40
Monthly				6,071.87	6,375.20	6,694.13	7,028.67	7,380.53
Annual				72,862.40	76,502.40	80,329.60	84,344.00	88,566.40
City Councilmember (Elected)								
Hourly								
Bi-Weekly				138.46				
Monthly				300.00				
Annual				3,600.00	Plus \$100/mo for Special District Meeting			
City Manager (Executive; At Will; Contract)								
Hourly				73.37				
Bi-Weekly				5,869.35				
Monthly				12,716.92				
Annual				152,603.00				
Community Services Officer (FBPA)								
Hourly				20.80	21.84	22.93	24.08	25.28
Bi-Weekly				1,664.00	1,747.20	1,834.40	1,926.40	2,022.40
Monthly				3,605.33	3,785.60	3,974.53	4,173.87	4,381.87
Annual				43,264.00	45,427.20	47,694.40	50,086.40	52,582.40
Construction Project Manager (Mid-Management; Non-Bargaining)								
Hourly				40.75	42.79	44.93	47.18	49.54
Bi-Weekly				3,260.00	3,423.20	3,594.40	3,774.40	3,963.20
Monthly				7,063.33	7,416.93	7,787.87	8,177.87	8,586.93
Annual				84,760.00	89,003.20	93,454.40	98,134.40	103,043.20
Construction Project Manager (Temporary, Part-time, At-Will)								
				40.75	42.79	44.93	47.18	49.54
Director - Community Development Department (Executive; At Will)								
Hourly				47.85	50.24	52.75	55.39	58.16
Bi-Weekly				3,828.00	4,019.20	4,220.00	4,431.20	4,652.80
Monthly				8,294.00	8,708.27	9,143.33	9,600.93	10,081.07
Annual				99,528.00	104,499.20	109,720.00	115,211.20	120,972.80

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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

				Step 1	Step 2	Step 3	Step 4	Step 5
Director of Public Works (Executive; At Will)								
Hourly				47.85	50.24	52.75	55.39	58.16
Bi-Weekly				3,828.00	4,019.20	4,220.00	4,431.20	4,652.80
Monthly				8,294.00	8,708.27	9,143.33	9,600.93	10,081.07
Annual				99,528.00	104,499.20	109,720.00	115,211.20	120,972.80
Engineering Technician (FBEO)								
Hourly				28.99	30.44	31.96	33.56	35.24
Bi-Weekly				2,319.20	2,435.20	2,556.80	2,684.80	2,819.20
Monthly				5,024.93	5,276.27	5,539.73	5,817.07	6,108.27
Annual				60,299.20	63,315.20	66,476.80	69,804.80	73,299.20
Environmental Compliance Coordinator (FBEO)								
Hourly				33.53	35.21	36.97	38.82	40.76
Bi-Weekly				2,682.40	2,816.80	2,957.60	3,105.60	3,260.80
Monthly				5,811.87	6,103.07	6,408.13	6,728.80	7,065.07
Annual				69,742.40	73,236.80	76,897.60	80,745.60	84,780.80
Finance Technician I (FBEO)								
Hourly				21.34	22.41	23.53	24.71	25.95
Bi-Weekly				1,707.20	1,792.80	1,882.40	1,976.80	2,076.00
Monthly				3,698.93	3,884.40	4,078.53	4,283.07	4,498.00
Annual				44,387.20	46,612.80	48,942.40	51,396.80	53,976.00
Finance Technician II (FBEO)								
Hourly				23.53	24.71	25.95	27.25	28.61
Bi-Weekly				1,882.40	1,976.80	2,076.00	2,180.00	2,288.80
Monthly				4,078.53	4,283.07	4,498.00	4,723.33	4,959.07
Annual				48,942.40	51,396.80	53,976.00	56,680.00	59,508.80
Finance Technician III (FBEO)								
Hourly				25.93	27.23	28.59	30.02	31.52
Bi-Weekly				2,074.40	2,178.40	2,287.20	2,401.60	2,521.60
Monthly				4,494.53	4,719.87	4,955.60	5,203.47	5,463.47
Annual				53,934.40	56,638.40	59,467.20	62,441.60	65,561.60
Government Accountant I (FBEO)								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
Grants Coordinator (FBEO)								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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

				Step 1	Step 2	Step 3	Step 4	Step 5
Housing and Economic Development Coordinator (Confidential; Non-Bargaining)								
Hourly				31.97	33.57	35.25	37.01	38.86
Bi-Weekly				2,557.60	2,685.60	2,820.00	2,960.80	3,108.80
Monthly				5,541.47	5,818.80	6,110.00	6,415.07	6,735.73
Annual				66,497.60	69,825.60	73,320.00	76,980.80	80,828.80
Human Resources Analyst (Confidential; Non-Bargaining)								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
Intern (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				18.00				
Laborer (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				18.00				
Maintenance Worker I - Janitor (FBEO)								
Hourly				17.19	18.05	18.95	19.90	20.90
Bi-Weekly				1,375.20	1,444.00	1,516.00	1,592.00	1,672.00
Monthly				2,979.60	3,128.67	3,284.67	3,449.33	3,622.67
Annual				35,755.20	37,544.00	39,416.00	41,392.00	43,472.00
Maintenance Worker II (FBEO)								
Hourly				22.73	23.87	25.06	26.31	27.63
Bi-Weekly				1,818.40	1,909.60	2,004.80	2,104.80	2,210.40
Monthly				3,939.87	4,137.47	4,343.73	4,560.40	4,789.20
Annual				47,278.40	49,649.60	52,124.80	54,724.80	57,470.40
Maintenance Worker III (FBEO)								
Hourly				23.87	25.06	26.31	27.63	29.01
Bi-Weekly				1,909.60	2,004.80	2,104.80	2,210.40	2,320.80
Monthly				4,137.47	4,343.73	4,560.40	4,789.20	5,028.40
Annual				49,649.60	52,124.80	54,724.80	57,470.40	60,340.80
Maintenance Worker IV (FBEO)								
Hourly				25.05	26.30	27.62	29.00	30.45
Bi-Weekly				2,004.00	2,104.00	2,209.60	2,320.00	2,436.00
Monthly				4,342.00	4,558.67	4,787.47	5,026.67	5,278.00
Annual				52,104.00	54,704.00	57,449.60	60,320.00	63,336.00
Maintenance Worker Lead (FBEO)								
Hourly				27.55	28.93	30.38	31.90	33.50
Bi-Weekly				2,204.00	2,314.40	2,430.40	2,552.00	2,680.00
Monthly				4,775.33	5,014.53	5,265.87	5,529.33	5,806.67
Annual				57,304.00	60,174.40	63,190.40	66,352.00	69,680.00

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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

			Step 1	Step 2	Step 3	Step 4	Step 5	
Mechanic (FBEO)								
Hourly			25.68	26.96	28.31	29.73	31.22	
Bi-Weekly			2,054.40	2,156.80	2,264.80	2,378.40	2,497.60	
Monthly			4,451.20	4,673.07	4,907.07	5,153.20	5,411.47	
Annual			53,414.40	56,076.80	58,884.80	61,838.40	64,937.60	
Office Assistant (Temporary Position)								
Hourly			20.00					
Operations Manager (Mid-Management; Non-Bargaining)								
Hourly			35.03	36.78	38.62	40.55	42.58	
Bi-Weekly			2,802.40	2,942.40	3,089.60	3,244.00	3,406.40	
Monthly			6,071.87	6,375.20	6,694.13	7,028.67	7,380.53	
Annual			72,862.40	76,502.40	80,329.60	84,344.00	88,566.40	
Operations Supervisor (FBEO)								
Hourly			33.53	35.21	36.97	38.82	40.76	
Bi-Weekly			2,682.40	2,816.80	2,957.60	3,105.60	3,260.80	
Monthly			5,811.87	6,103.07	6,408.13	6,728.80	7,065.07	
Annual			69,742.40	73,236.80	76,897.60	80,745.60	84,780.80	
Police Captain (Mid-Management; Non-Bargaining)								
Hourly			52.51	55.14	57.90	60.80	63.84	
Bi-Weekly			4,200.80	4,411.20	4,632.00	4,864.00	5,107.20	
Monthly			9,101.73	9,557.60	10,036.00	10,538.67	11,065.60	
Annual			109,220.80	114,691.20	120,432.00	126,464.00	132,787.20	
Police Chief (Executive; At Will)								
Hourly			60.79	63.83	67.02	70.37	73.89	
Bi-Weekly			4,863.20	5,106.40	5,361.60	5,629.60	5,911.20	
Monthly			10,536.93	11,063.87	11,616.80	12,197.47	12,807.60	
Annual			126,443.20	132,766.40	139,401.60	146,369.60	153,691.20	
Interim Police Chief (Temporary Executive; At Will)								
Hourly			60.79	63.83	67.02	70.37	73.89	
Police Sergeant Intermediate POST (FBPA)								
Hourly			38.63	40.56	42.59	44.72	46.96	
Bi-Weekly			3,090.40	3,244.80	3,407.20	3,577.60	3,756.80	
Monthly			6,695.87	7,030.40	7,382.27	7,751.47	8,139.73	
Annual			80,350.40	84,364.80	88,587.20	93,017.60	97,676.80	
Police Sergeant Advance POST (FBPA)								
Hourly			40.84	42.88	45.02	47.27	49.63	
Bi-Weekly			3,267.20	3,430.40	3,601.60	3,781.60	3,970.40	
Monthly			7,078.93	7,432.53	7,803.47	8,193.47	8,602.53	
Annual			84,947.20	89,190.40	93,641.60	98,321.60	103,230.40	

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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

				Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer Basic POST (FBPA)								
Hourly				30.34	31.86	33.45	35.12	36.88
Bi-Weekly				2,427.20	2,548.80	2,676.00	2,809.60	2,950.40
Monthly				5,258.93	5,522.40	5,798.00	6,087.47	6,392.53
Annual				63,107.20	66,268.80	69,576.00	73,049.60	76,710.40
Police Officer Intermediate POST (FBPA)								
Hourly				31.86	33.45	35.12	36.88	38.72
Bi-Weekly				2,548.80	2,676.00	2,809.60	2,950.40	3,097.60
Monthly				5,522.40	5,798.00	6,087.47	6,392.53	6,711.47
Annual				66,268.80	69,576.00	73,049.60	76,710.40	80,537.60
Police Officer Advance POST (FBPA)								
Hourly				33.42	35.09	36.84	38.68	40.61
Bi-Weekly				2,673.60	2,807.20	2,947.20	3,094.40	3,248.80
Monthly				5,792.80	6,082.27	6,385.60	6,704.53	7,039.07
Annual				69,513.60	72,987.20	76,627.20	80,454.40	84,468.80
Police Recruit (1040 hours; FBPA)								
Hourly				24.56				
Police Services Technician (FBPA)								
Hourly				20.40	21.42	22.49	23.61	24.79
Bi-Weekly				1,632.00	1,713.60	1,799.20	1,888.80	1,983.20
Monthly				3,536.00	3,712.80	3,898.27	4,092.40	4,296.93
Annual				42,432.00	44,553.60	46,779.20	49,108.80	51,563.20
Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Public Works Administrative Analyst (FBEO)								
Hourly				24.37	25.59	26.87	28.21	29.62
Bi-Weekly				1,949.60	2,047.20	2,149.60	2,256.80	2,369.60
Monthly				4,224.13	4,435.60	4,657.47	4,889.73	5,134.13
Annual				50,689.60	53,227.20	55,889.60	58,676.80	61,609.60
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				35.03	36.78	38.62	40.55	42.58
Bi-Weekly				2,802.40	2,942.40	3,089.60	3,244.00	3,406.40
Monthly				6,071.87	6,375.20	6,694.13	7,028.67	7,380.53
Annual				72,862.40	76,502.40	80,329.60	84,344.00	88,566.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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

				Step 1	Step 2	Step 3	Step 4	Step 5
Senior Planner (Mid-Management; Non-Bargaining)								
Hourly				35.03	36.78	38.62	40.55	42.58
Bi-Weekly				2,802.40	2,942.40	3,089.60	3,244.00	3,406.40
Monthly				6,071.87	6,375.20	6,694.13	7,028.67	7,380.53
Annual				72,862.40	76,502.40	80,329.60	84,344.00	88,566.40
Systems Analyst - Lead (Confidential; Non-Bargaining)								
Hourly				31.97	33.57	35.25	37.01	38.86
Bi-Weekly				2,557.60	2,685.60	2,820.00	2,960.80	3,108.80
Monthly				5,541.47	5,818.80	6,110.00	6,415.07	6,735.73
Annual				66,497.60	69,825.60	73,320.00	76,980.80	80,828.80
Systems Analyst (Confidential; Non-Bargaining)								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
Systems Technician (FBEO)								
Hourly				21.93	23.03	24.18	25.39	26.66
Bi-Weekly				1,754.40	1,842.40	1,934.40	2,031.20	2,132.80
Monthly				3,801.20	3,991.87	4,191.20	4,400.93	4,621.07
Annual				45,614.40	47,902.40	50,294.40	52,811.20	55,452.80
Treatment Plant Operator-in-Training (FBEO)								
Hourly				19.49	20.46	21.48	22.55	23.68
Bi-Weekly				1,559.20	1,636.80	1,718.40	1,804.00	1,894.40
Monthly				3,378.27	3,546.40	3,723.20	3,908.67	4,104.53
Annual				40,539.20	42,556.80	44,678.40	46,904.00	49,254.40
Treatment Plant Operator I (FBEO)								
Hourly				24.19	25.40	26.67	28.00	29.40
Bi-Weekly				1,935.20	2,032.00	2,133.60	2,240.00	2,352.00
Monthly				4,192.93	4,402.67	4,622.80	4,853.33	5,096.00
Annual				50,315.20	52,832.00	55,473.60	58,240.00	61,152.00
Treatment Plant Operator II (FBEO)								
Hourly				25.41	26.68	28.01	29.41	30.88
Biweekly				2,032.80	2,134.40	2,240.80	2,352.80	2,470.40
Monthly				4,404.40	4,624.53	4,855.07	5,097.73	5,352.53
Annual				52,852.80	55,494.40	58,260.80	61,172.80	64,230.40
Treatment Plant Operator - Wastewater, Lead (FBEO)								
Hourly				29.22	30.68	32.21	33.82	35.51
Biweekly				2,337.60	2,454.40	2,576.80	2,705.60	2,840.80
Monthly				5,064.80	5,317.87	5,583.07	5,862.13	6,155.07
Annual				60,777.60	63,814.40	66,996.80	70,345.60	73,860.80

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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

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



City of Fort Bragg

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Text File

File Number: 21-321

Agenda Date: 6/28/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Staff Report

Agenda Number: 5F.

Adopt City Council Resolution Establishing a Compensation Plan and Terms and Conditions of Employment for Exempt Mid-Management Classifications

The resolution is for a two-year term ending on June 30, 2022 and it establishes the following changes to compensation and benefits:

Effective July 4, 2021:

- 1) 3.0% Cost of Living Salary Adjustment
- 2) Removes the language which provided that the City Manager had the discretion to grant an additional 40 hours of exempt Management Leave
- 3) Modified the language for employees hired on or after July 1, 2003 but before July 1, 2007 that provided when a eligible employee reached Medicare eligibility the City would purchase a supplemental prescription drug plan or an equivalent benefit.

Effective first full pay period in July 2022:

3.0% Cost of Living Salary Adjustment

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL ESTABLISHING A
COMPENSATION PLAN AND TERMS AND CONDITIONS OF EMPLOYMENT
FOR EXEMPT MID-MANAGEMENT CLASSIFICATIONS**

WHEREAS, it is the desire of the Fort Bragg City Council to provide an adequate level of compensation and to enumerate benefits and conditions of employment for exempt Mid-Management classifications; and

WHEREAS, exempt Mid-Management classifications currently covered by this resolution are as follows: Assistant Director – Engineering Division, Assistant Finance Director, Assistant to the City Manager, City Clerk, Construction Project Manager, Operations Manager, Police Captain and Senior Government Accountant; and

WHEREAS, all classifications covered by this resolution are exempt from overtime under Fair Labor Standards Act section 13(a)(1) and are part of the Personnel Merit System; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby establish a compensation plan and terms and conditions of employment for exempt Mid-Management classifications as follows:

SECTION 1.0 SALARY COMPENSATION

1.1 SALARY SCHEDULE FOR EXEMPT MID-MANAGEMENT CLASSIFICATIONS

	Position	Annual Salary Range Effective July 4, 2021	Annual Salary Range Effective 1st full pay period in January 2022
1.	City Clerk	\$72,862 to \$88,566	\$75,046 to \$91,208
2.	Senior Government Accountant	\$72,862 to \$88,566	\$75,046 to \$91,208
3.	Assistant to the City Manager	\$72,862 to \$88,566	\$75,046 to \$91,208
4.	Construction Project Manager	\$84,760 to \$103,043	\$87,297 to \$106,101
5.	Assistant Director – Engineering Division	\$72,862 to \$88,566	\$75,046 to \$91,208
6.	Police Captain	\$109,221 to \$132,787	\$112,5070 to \$136,739
7.	Assistant Finance Director	\$78,811 to \$95,784	\$81,182 to \$98,675
8.	Operations Manager	\$72,862 to \$88,566	\$75,046 to \$91,208

1.2 LONGEVITY PAY

A. Employees covered under this resolution shall receive a new longevity benefit consisting of a \$750 one-time payment after 10 years of employment; a \$1,500 one-time payment

after 15 years of employment; and a \$2,000 one-time payment after 20 years of employment.

1.3 INITIATIVE MEASURE D, ORDINANCE 672

- A. The salary provisions of Initiative Measure D, Ordinance 672 as adopted by the voters on November 4, 1986, are hereby recognized as the basic policy document governing the salary of the Police Captain covered in this resolution.
- B. The salary adjustments as provided for in Ordinance 672 shall be implemented as soon as possible after January 1 of each year.

1.4 TEMPORARY ASSIGNMENT PAY FOR WORKING IN A HIGHER CLASSIFICATION

When a Mid-Management employee is assigned to perform all of the duties of a Department head for a period in excess of three (3) working days, said employee shall receive compensation equal to step 1 of the so assigned Department head compensation schedule for the period of such assignment.

Such assignments must be made by the employee's supervisor or the City Manager, and must be documented in writing prior to the actual absence of the Department head and shall be approved by the City Manager prior to the absence of the Department head, unless the absence is due to an unanticipated or unexpected absence.

Temporary assignment pay shall not apply to any paid leave time (e.g. sick leave, vacation, holiday, management leave) taken during the temporary assignment.

SECTION 2.0 LEAVES OF ABSENCE (PAID AND UNPAID)

2.1 MANAGEMENT LEAVE

Each exempt Mid-Management employee shall receive 10 days (80 hours) of Management Leave annually accrued in total as of January 1. Management Leave for exempt Mid-Management employees hired after January 1 will be prorated.

If the leave is not used by December 31 of each year, the unused balance will not carry forward unless approval by the City Manager is requested and received before December 31. The City Manager may authorize a carry-over of unused balance for up to 90 days past December 31. Any unused leave not taken within the 90-day extension period will be lost. Management Leave must be taken as time off and is not compensable upon termination.

2.2 VACATION LEAVE

- A. Accrual: All full-time exempt Mid-Management employees covered by this resolution shall accrue vacation as follows:
 - 88 hours annually for 1 to 3 years of service (i.e. 0-36 months).
 - 120 hours annually for 4 to 9 years of service (i.e. 37-120 months).
 - 160 hours annually for 10 to 14 years of service (i.e. 121-180 months).
 - 200 hours annually for 15 or more years of service (i.e. 180+ months).
- B. Accumulation: Employees may accumulate vacation as follows:

- A maximum of 240 hours for 1 to 9 years of service (i.e. 0-120 months).
- A maximum of 320 hours for 10 to 14 years of service (i.e. 121-180 months).
- A maximum of 360 hours for 15 or more years of service (i.e. 180+ months).

The City Manager may authorize additional accumulation of vacation hours in situations where vacation time cannot be authorized due to work demands.

- C. Use: Vacation leave may be taken as it accrues. Accrued vacation time may be used, at a minimum, in blocks of one (1) hour or more. The date of vacation may be selected by the employee, but shall be approved by the Department Head, who shall consider the wishes of the employee and the needs of the Department.
- D. Vacation Buy-Back: Once during each fiscal year, and subject to the approval of the City Manager, employees may cash in a maximum of 40 hours of vacation leave. At the time the cash-in option is exercised, the employee must retain a minimum of 40 hours of vacation leave. Cash-in requests must be made in writing to the City Manager.

2.3 HOLIDAYS

- A. All exempt Mid-management employees shall receive 12 designated paid holidays per year and one floating holiday per year to be observed during each fiscal year (July 1-June 30). Specified holidays are as follows:

January 1 (New Year's Day)
 3rd Monday in January (Martin Luther King Jr. Day)
 3rd Monday in February (Presidents Day)
 Last Monday in May (Memorial Day)
 July 4 (Independence Day)
 1st Monday in September (Labor Day)
 2nd Monday in October (Indigenous Peoples' Day)
 November 11 (Veteran's Day)
 4th Thursday in November (Thanksgiving)
 Friday after Thanksgiving
 December 24 (Christmas Eve)
 December 25 (Christmas Day)

In addition, any day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving shall be provided as a holiday.

- B. One "floating holiday" may be taken as time off only, with advanced approval by the Department Head or City Manager and scheduled with due regard to the wishes of the employee and convenience of the City. Floating holidays, defined as eight hours, may not be carried forward from one fiscal year to the next and must be used no later than the last regularly scheduled pay date prior to June 30th of each fiscal year. Unused floating holidays are deemed to be lost, if not used, at the end of each fiscal year or upon termination of employment. A new employee hired after January 1st in any fiscal year shall be entitled to not more than half of the applicable floating holiday entitlement for the balance of the fiscal year. Floating holiday time may not be exchanged for actual compensation under any circumstances.

- C. Holiday Leave shall be administered as provided for in Section 15.2.10 of the City of Fort Bragg Personnel Rules and Regulations.

2.4 SICK LEAVE AND FAMILY AND MEDICAL LEAVE

- A. Accrual: All exempt at-will executive employees shall accrue sick leave at a rate of eight (8) hours per month beginning at the commencement of employment and sick leave may be accrued with no maximum limit.
- B. Personal Use: Sick leave may be used as it is accrued. It is to be used for illness or injury and may not be used to supplement days off.
- C. Family Care Use: Accrued sick leave may be used for care of children, siblings and parents (be they natural, adoptive, step or foster of the employee or their current spouse or domestic partner), or spouse or domestic partner, to a maximum of eighty (80) hours in the calendar year of January 1 through December 31. It is further provided that an additional forty (40) hours of accrued sick leave per calendar year may be used for such care in unusual or emergency cases with the approval of the City Manager.
- D. Documentation: Employees must follow departmental policies for requesting/documenting use of sick leave and a physician's certification may be required at the discretion of the City Manager for absences of three consecutive work days or more.
- E. Conversion:
 - 1. Sick leave accrued in excess of eight hundred (800) hours may be converted to vacation on the basis of three (3) hours of vacation time for each ten (10) hours of sick leave accrued and converted.
 - 2. Up to 25% of sick leave accrued in excess of one thousand (1,000) hours may be converted to vacation on the basis of one (1) hour of vacation time for each one (1) hour of sick leave accrued and converted.
 - 3. Conversions may be made once in each calendar year, and must be approved by the City Manager before December 31.
 - 4. Eligibility: To be eligible an employee must be a regular full time employee at the time of the request.
 - 5. No conversion of sick leave shall be allowed for any employee who is discharged for cause.
- F. Transfer: An employee may transfer accrued sick leave to another employee in cases of emergency, subject to review and approval by the City Manager pursuant to Section 18 of the Personnel Rules and Regulations.
- G. Compensation on Separation: Upon separation after two or more years of service, an employee shall be paid for 30% of unused accrued sick leave. Such compensation is not applicable if an employee is discharged for cause.
- H. Family and Medical Leave: Executive employees shall be entitled to leave as provided for in the Family and Medical Leave Act (FMLA) of 1993 and the California Family Rights Act (CFRA) as per Section 16 of the Personnel Rules and Regulations.
- I. Fitness for Duty Examinations: City will pay mileage for personal car use to and from the out-of-town location of the City-requested examination based on the same criteria as for other travel reimbursements.

2.5 BEREAVEMENT LEAVE

When a death occurs in an employee's immediate family (see Section 15.2.8 of the Personnel Rules and Regulations for definition of "immediate family"), the employee shall be granted necessary time off of up to three consecutive work days, with compensation, for the purpose of attending the funeral and/or to personal affairs. In the event of unusual travel time requirements, the City Manager may approve up to a total of five workdays. Proof of relationship and/or death may be required.

2.6 JURY DUTY

Any employee summoned to serve on jury duty during an on-duty day shall be entitled to leave of absence with full pay for such period of time as they may be required to attend the court in response to such summons. The employee may retain such payment as may be allowed for travel, lodging and meal expenses. The employee shall not be required to submit to the City compensation received from the court for jury duty in order to receive full pay and expenses referenced above.

2.7 LEAVE OF ABSENCE WITHOUT PAY

The City Manager may grant leaves of absence for a maximum of ninety (90) working days, without pay to any employee if the circumstances of the particular case warrant.

SECTION 3.0 HEALTH, DENTAL, VISION, LONG TERM DISABILITY, LIFE INSURANCE, DEFERRED COMPENSATION, RETIREMENT AND CAFETERIA PLAN

3.1 HEALTH, DENTAL AND VISION INSURANCE

A. For purposes of this Section, the following definitions shall apply:

1. Legally Separated — A court action separating an employee from their spouse. This definition shall be used for the sole purpose of City covered health insurance purposes. The Insurance Provider shall determine if the separated spouse is eligible for coverage under the City Health Plan(s).
2. Domestic Partner — A domestic partner as defined under California Family Code section 297.

B. Health and Dental Insurance

1. City shall provide health and dental insurance plans for employees and shall make such plan available for any dependents. The Insurance Provider shall determine if a legally separated spouse is eligible for coverage under the City's group health and dental plans.
2. Effective July 1, 2012, the City shall pay 80% and the employee shall pay 20% of the premiums required for the health and dental plans.
3. Employees enrolled in the High Deductible Health Plan will receive a total benefit allowance equal to 80% of the premium for the "traditional" health plan for payment of the High Deductible Health Plan premium with the balance, if any, to be paid into a Health Savings Account. Employees may choose to contribute additional funds

to a Health Savings Account on a pre-tax basis via payroll deductions in accordance with IRS guidelines.

- C. Eligible employees may elect to opt-out of the City-sponsored medical and/or dental plans, in which case the employee will receive a payment of \$200 per pay period if opting out of both medical and dental coverages and a pro-rated amount if opting out of only one type of coverage. Opt-out payments will be paid to the employee as taxable income. To be eligible, employees must provide proof of other comparable coverage, and the opt-out shall be effective for the employee and any eligible dependents.
- D. Vision Plan
 - 1. The City shall provide a vision care program for both employee and dependents. The premium cost of said plan is paid entirely by the City.
 - 2. Where and when the wearing of safety glasses is mandatory, the City shall provide reimbursement of the actual cost of required prescription safety glasses up to a maximum of \$225 per fiscal year per employee, or \$450 every other fiscal year.

E. Health and Dental Insurance on Retirement

For purposes of this section, the term "retiree" is defined as:

An employee who has a minimum of ten (10) years of continuous employment with the City, whose last day of employment preceding retirement through the California Public Employee Retirement System (CalPERS) was with the City, who immediately begins receiving CalPERS benefits upon retirement from the City, and who continuously maintains retiree status with CalPERS.

1. For employees hired on or before December 31, 1991:

- i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement.
- ii) The City will make available health and dental insurance in the City-approved plan(s) for the spouse or domestic partner only of a retiree if retiree was married or in a domestic partnership at the time of retirement.
- iii) The City will pay the cost of spousal/partner health coverage based on the following schedule. Retirees must be at least sixty (60) years of age at retirement in order to receive this benefit. If an employee retires earlier than age 60 as allowed under the CalPERS retirement plan, the employee/retiree is responsible for 100% of the cost of spousal/partner health insurance coverage until the retiree reaches the age of sixty (60).

Retiree Completed Years of Service	City-Paid Portion of Dependent Health Premiums
10 Years	10%
11 Years	20%
12 Years	30%
13 Years	40%
14 Years	50%
15 Years	60%
16 Years	70%
17 Years	80%

18 Years	90%
19 Years	100%

- iv) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
- v) The retiree is responsible for 100% of the cost of spousal/partner coverage in the City's dental plan.
- 2. For employees hired on or after January 1, 1992 but before July 1, 2003:
 - i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement.
 - ii) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
- 3. For employees hired on or after July 1, 2003 but before July 1, 2007:
 - i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement until the retiree reaches the minimum required age for Medicare eligibility, at which time the City will only provide for a supplemental prescription drug plan or an equivalent benefit for the retiree only.
 - ii) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
- 4. For employees hired on or after July 1, 2007 but before July 1, 2011:
 - i) The City agrees that employees/retirees only may remain on the City's health and dental insurance plans until retiree reaches minimum Medicare eligibility age. The retiree is responsible for the full cost of insurance premiums for retiree only coverage which shall be paid to the City in a timely manner.
- 5. For employees hired on or after July 1, 2011:
 - i) Retirees are not eligible to participate in the City's post-employment health and dental insurance benefit plans.

3.2 LONG TERM DISABILITY INSURANCE

- A. Mid-Management employees covered under this resolution may participate in the group long-term disability insurance program. For an overview of the plan see the certificate of insurance on file in the City's Human Resources Office.
- B. The City shall pay half the cost of the program with the balance to be paid by employees through payroll deductions.

3.3 LIFE INSURANCE

The City agrees to provide a life insurance policy in the amount of \$100,000 for each Mid-Management employee covered under this resolution. The City agrees to pay the full costs of such policies.

3.4 DEFERRED COMPENSATION

The City agrees to continue in effect the deferred compensation plans approved by resolution of the City Council. Participation is voluntary and no contribution is made by the City on the employee's behalf.

3.5 RETIREMENT

- A. For employees hired prior to December 31, 2012, and employees hired on or after January 1, 2013, who are "Classic Employees" as defined by CalPERS, the City offers the 2% @ 55 CalPERS Retirement Plan for all Miscellaneous employees covered by this resolution and the 2% @ 50 CalPERS Retirement Plan for all Safety employees covered by this resolution. Effective July 1, 2018, each Classic Employee covered by this Resolution shall contribute an additional 1% towards the City's share of CalPERS premiums.
- B. Employees hired on January 1, 2013 or after, who are not "Classic Employees" as defined by CalPERS, the City offers the 2% @ 62 CalPERS Retirement Plan for all Miscellaneous Employees covered by this resolution and the 2.7% @ 57 CalPERS Retirement Plan for all Safety Employees covered by this resolution.

3.6 CAFETERIA PLAN ADMINISTRATIVE FEES

The City shall pay the administrative costs for employees enrolled in the plan.

SECTION 4.0 PHYSICAL EXAMINATIONS

Mid-Management employees covered by this resolution, may undergo annual physical examinations. The City will reimburse any costs associated with deductible and co-pays. The employee must submit a copy of the health insurance explanation of benefits to the Human Resources Office for reimbursement of co-pays and deductibles.

SECTION 5.0 AUTOMOBILE USE AND TRAVEL REIMBURSEMENT

- A. In those instances where a City vehicle is not available for use and the employee is required to use their private vehicle on City business, travel expense reimbursement shall be at the rate allowed by the Internal Revenue Service for mileage driven on City business.
- B. Prior to the use of a private vehicle for City business, employees must provide the City with a certificate of insurance, on the form provided by the City, which evidences that employee has comprehensive automobile liability insurance in an amount at least equal to the minimum requirements established by the City's liability insurance provider.
- C. Employees shall be reimbursed for expenses incurred while on assignment outside the Fort Bragg area as follows:
 - 1. Lodging: Maximum of \$175.00 per night, which shall include local taxes, but exclude tips, porter's fees, room service, movies, valet, etc.
 - i. When traveling to a high cost area, the City Manager may approve a higher maximum than shown above.
 - ii. When an employee lodges at a hotel/motel at which the training program/meeting/seminar is being conducted, the employee shall be reimbursed for actual lodging costs if higher than the amount above. Approval of the Department Head or City Manager is required.

- iii. Receipts are required for all lodging costs.
 - iv. When shared by others, only a pro rata share of the cost will be reimbursed. When furnished by a government agency or other source, or otherwise obtained without cost (i.e. lodging with friends or relatives), there shall be no reimbursement.
2. Meals: Per diem allowances for meals shall be provided and employees shall be eligible to claim for breakfast per diem (\$10.00) if they are in travel status as of 6:00 a.m.; employees shall be eligible to claim for lunch per diem (\$15.00) if they are in travel status between the hours of 11:00 a.m. and 2:00 p.m.; employees shall be eligible to claim for dinner per diem (\$25.00) if they are in travel status as of 6:00 p.m.
 - i. If some meals are furnished when traveling on a per diem, they may not be claimed and/or they will be deducted at the basic rate as provided above.
 3. Rental Cars: Size of rental cars must be justified if larger than compact. When using a rental vehicle, employee must keep log of daily mileage and pay for any mileage charge when car is used for personal business.
 4. First Class Travel: First class travel cannot be used, unless the additional cost is paid by the employee.
 5. Tickets: Copy of tickets used for travel must always be furnished with claim.
 6. Fitness for Duty Examinations: City will pay mileage for personal car use to and from the out-of-town location of a City-requested examination based on the same criteria as for other travel reimbursements.

SECTION 6.0 EDUCATION INCENTIVE

- A. No exempt Mid-Management employee covered by this resolution shall receive any additional pay as an educational bonus or "certificate pay."
- B. The City shall make available \$950 annually for each exempt Mid-Management employee covered by this resolution for purpose of continuing education and/or professional training. The annual training allowance may be accumulated to a maximum of \$1,900 and should be included in the departmental budget during the budget process when planning for training and professional development. The training allowance may be used for training and expenses incurred in obtaining training. Requests must be approved by the City Manager prior to incurring expenses. Reimbursement will be made upon evidence of successful completion of the training or class.

SECTION 7.0 HOURS OF WORK

- A. Salaries approved for exempt Mid-Management employees recognize the advanced level of skills possessed by these employees, the high level of responsibility delegated to these employees and the potential for longer working hours necessitated by meeting attendance, response to emergency situations, and attendance at court and/or the necessity for meeting project deadlines.
- B. There is no specific compensation for hours worked beyond the minimum workweek of forty (40) hours. The following shall serve as basic guidelines to be used in the management of exempt Mid-Management employee work hours:

1. Exempt Mid-Management employees shall be expected to attend City Council and other evening or weekend meetings and activities as may be required by their job duties. Mid-Management employees shall not receive compensatory time off or additional compensation in any other form for attendance at such meetings/activities.
2. All employees covered under this resolution are exempt Mid-Management employees and are, therefore, exempt from overtime payment under the Fair Labor Standards Act.
3. All employees covered under this resolution shall be eligible to use Management Leave during the calendar year as provided in Section 2.1 of this resolution or to adjust work days and hours in recognition of extended hours worked.
4. In recognition that exempt Mid-Management employees are often required to attend early morning, lunch, and evening meetings, a system of flexible time is available for their use. Exempt Mid-Management employees may work prior to the regular starting time or beyond the regular ending time, or may occasionally take an extended lunch or may work a weekend in lieu of a workday. However, it is expected that exempt Mid-Management employees shall work a minimum of eighty (80) hours per pay period, plus any additional work time reasonably required to discharge the duties and responsibilities of the position.

SECTION 8.0 UNIFORM AND BOOT ALLOWANCE

The Assistant Director – Engineering Division, Operations Manager and Construction Project Manager are eligible for a boot allowance of \$250.00 per year for boots that are OSHA/ASTM approved. The allowance may be used for either the purchase or repair of said boots.

The Police Captain will receive the uniform allowance as provided to police officers.

SECTION 9.0 CERTIFICATION AND DUES

The City agrees to pay for any certifications required in the performance of job duties for all mid-management positions.

To support each employee covered by this resolution in performing the necessary functions of their job duties, the City will pay for dues and subscriptions for professional/technical licensing and association membership as recommended by the Department Head and approved by the City Manager.

SECTION 10.0 EQUIPMENT PURCHASE LOAN PLAN

All exempt Mid-Management employees covered by this resolution shall have the option of entering into an equipment purchasing loan plan with the City, which may be utilized to assist the employee to purchase equipment that may be used, both on or off duty, to improve the employee's job performance. This plan has the following limitations:

- A. The loan total shall not exceed \$3,000.00.
- B. Employee cannot add to an existing loan without the recommendation and express permission of the City Manager.
- C. Employee agrees to pay an interest rate equal to the Local Agency Investment Fund (LAIF) rate paid to the City, as of the date of the loan, plus .25 percent.

- D. Loans shall be repaid via payroll deductions. Loans of less than \$1,000.00 shall be repaid in twenty-six equal installments. Loans of \$1,000.00 or more but less than \$2,000.00 shall be repaid in fifty-two equal installments. Loans of \$2,000.00 or more shall be repaid in seventy-eight equal installments. In no case shall deductions be more than \$50.00 per paycheck, except in the event of separation when the balance of the loan will be deducted from the final paycheck.
- E. The employee shall provide documentation, such as an invoice or receipt, prior to issuance of the loan, to serve as proof of purchase.
- F. Employee shall sign a payroll deduction authorization form for the amount calculated by the Finance Department.
- G. Employee shall receive approval prior to the purchase of any equipment for which this program is anticipated.
- H. Once all necessary documentation has been supplied and the employee signs all equipment loan documents, issuance of the loan will be processed within fourteen (14) days of final approval of all approved paperwork.

SECTION 11.0 RELATIONSHIP TO PERSONNEL REGULATIONS

The terms and conditions of employment as delineated above are in addition to the provisions of the City’s “Personnel Rules and Regulations of the City of Fort Bragg” as adopted by Resolution 4341-2021 and as amended from time to time. Should a conflict exist between this Resolution and Resolution 4341-2021, the provisions in this Resolution, or its successor, shall prevail.

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 28th day of June, 2021, by the following vote:

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

**Bernie Norvell,
Mayor**

ATTEST:

**June Lemos, CMC
City Clerk**



City of Fort Bragg

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

Text File

File Number: 21-322

Agenda Date: 6/28/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5G.

Adopt City Council Resolution Establishing a Compensation Plan and Terms and Conditions of Employment for Exempt At-Will Executive Classifications

The resolution is for a two-year term ending on June 30, 2022 and it establishes the following changes to compensation and benefits:

Effective July 4, 2021:

- 1) 3.0% Cost of Living Salary Adjustment
- 2) Removes the language which provided that the City Manager had the discretion to grant an additional 40 hours of exempt Management Leave
- 3) Allow Executive Employees to cash out up to 160 hours, instead of 80 hours, of vacation time once in a fiscal year.
- 4) Modified the language for employees hired on or after July 1, 2003 but before July 1, 2007 that provided when a eligible employee reached Medicare eligibility the City would purchase a supplemental prescription drug plan or an equivalent benefit.

Effective first full pay period in July 2022:

- 1) 3.0% Cost of Living Salary Adjustment

RESOLUTION NO. _____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL ESTABLISHING A
COMPENSATION PLAN AND TERMS AND CONDITIONS OF EMPLOYMENT FOR
EXEMPT AT-WILL EXECUTIVE CLASSIFICATIONS**

WHEREAS, it is the desire of the Fort Bragg City Council to provide an adequate level of compensation and to enumerate benefits and conditions of employment for exempt, at-will, Executive classifications; and

WHEREAS, exempt at-will Executive classifications covered by this resolution are as follows: Community Development Director, Police Chief, and Public Works Director; and

WHEREAS, it is noted that the Community Development Director classification is not authorized in the FY 2021/22 Budget; and

WHEREAS, exempt at-will Executive classifications are not part of the Personnel Merit System and do not receive consideration as provided for others in that system; and

WHEREAS, exempt at-will Executive classifications are exempt from overtime under Fair Labor Standards Act section 13(a)(1); and

WHEREAS, all classifications covered by this resolution are at-will, serve at the pleasure of the City Manager, and can be terminated with or without notice or cause and with no rights of appeal; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby establish a compensation plan and terms and conditions of employment for exempt at-will Executive classifications as follows:

SECTION 1.0 SALARY COMPENSATION

1.1 SALARY SCHEDULE EXEMPT AT WILL EXECUTIVE CLASSIFICATIONS

	Position	Annual Salary Range	Annual Salary Range
		Effective pay period beginning July 4, 2021	Effective 1st full pay period in July 2022
1.	Community Development Director	\$99,528 to \$120,973	\$102,523 to \$124,613
2.	Police Chief	\$126,443 to \$153,691	\$130,229 to \$158,288
3.	Public Works Director	\$99,528 to \$120,973	\$102,523 to \$124,613

The salary ranges established for exempt, at-will Executive classifications incorporate cost of living adjustments as follows: effective July 4, 2021 – 3.0% increase; effective first full pay-period in July 2022 – 3.0% increase.

1.2 LONGEVITY PAY

- A. Employees covered under this resolution shall receive a new longevity benefit consisting of a \$750 one-time payment after 10 years of employment; a \$1,500 one-time payment after 15 years of employment; and a \$2,000 one-time payment after 20 years of employment.

1.3 INITIATIVE MEASURE D, ORDINANCE 672

- A. The salary provisions of Initiative Measure D. Ordinance 672 as adopted by the voters on November 4, 1986, are hereby recognized as the basic policy document governing the salary of the Police Chief covered in this resolution.
- B. The salary adjustments as provided for in Ordinance 672 shall be implemented as soon as possible after January 1 of each year, and before January 31, unless there is a discrepancy. In these instances, the discrepancy shall be resolved, and the salary adjustments shall be implemented no later than February 28.

SECTION 2.0 LEAVES OF ABSENCE (PAID AND UNPAID)

2.1 EXECUTIVE LEAVE

Each exempt at-will Executive employee shall receive 10 days (80 hours) of Executive Leave annually accrued in total as of January 1. Executive Leave for exempt, at-will Executive employees hired after January 1 will be prorated..

If the leave is not used by December 31 of each year, the unused balance will not carry forward unless approval by the City Manager is requested and received before December 31. The City Manager may authorize a carry-over of unused balance for up to 90 days past December 31. Any unused leave not taken within the 90-day extension period will be lost. Executive Leave must be taken as time off and is not compensable upon termination.

2.2 VACATION LEAVE

- A. Accrual: All full-time, exempt, at-will Executive employees covered by this resolution shall accrue vacation as follows:
 - 120 hours annually for 1 to 10 years of service (i.e. 0-120 months of service);
 - 160 hours annually for 10 to 15 years of service (i.e. 121-180 months of service);
 - 200 hours annually for more than 15 years of service (i.e. more than 180 months of service).
- B. Accumulation: Employees may accumulate up to 360 hours of vacation leave. The City Manager may authorize accrual of additional vacation hours in situations where vacation time cannot be authorized due to work demands.
- C. Use: Vacation leave may be taken as it accrues. Accrued vacation time may be used, at a minimum, in blocks of one (1) hour or more. The date of vacation may be selected by the employee, but shall be approved by the City Manager, who shall consider the wishes of the employee and the needs of the Department.
- D. Vacation Buy-Back: Once during each fiscal year, and subject to the approval of the City Manager, a maximum of 160 hours of vacation leave may be cashed in. At the time the cash-in option is exercised, the employee must retain a minimum of 80 hours of vacation leave. Cash-in requests must be made in writing to the City Manager.

2.3 HOLIDAYS

- A. All exempt at-will Executive employees shall receive 12 designated paid holidays per year and one floating holiday per year to be observed during each fiscal year (July 1-June 30). Specified holidays are as follows:

January 1 (New Year's Day)
3rd Monday in January (Martin Luther King Jr. Day)
3rd Monday in February (Presidents Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
1st Monday in September (Labor Day)
2nd Monday in October (Indigenous Peoples' Day)
November 11 (Veteran's Day)
4th Thursday in November (Thanksgiving)
Friday after Thanksgiving
December 24 (Christmas Eve)
December 25 (Christmas Day)

In addition, any day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving shall be provided as a holiday.

- B. One "floating holiday" may be taken as time off only, with advanced approval by the Department Head or City Manager and scheduled with due regard to the wishes of the employee and convenience of the City. Floating holidays, defined as eight hours, may not be carried forward from one fiscal year to the next and must be used no later than the last regularly scheduled pay date prior to June 30th of each fiscal year. Unused floating holidays are deemed to be lost, if not used, at the end of each fiscal year or upon termination of employment. A new employee hired after January 1st in any fiscal year shall be entitled to not more than half of the applicable floating holiday entitlement for the balance of the fiscal year. Floating holiday time may not be exchanged for actual compensation under any circumstances.
- C. Holiday Leave shall be administered as provided for in Section 15.2.10 of the City of Fort Bragg Personnel Rules and Regulations.

2.4 SICK LEAVE AND FAMILY AND MEDICAL LEAVE

- A. Accrual: All exempt at-will executive employees shall accrue sick leave at a rate of eight (8) hours per month beginning at the commencement of employment and sick leave may be accrued with no maximum limit.
- B. Personal Use: Sick leave may be used as it is accrued. It is to be used for illness or injury and may not be used to supplement days off.
- C. Family Care Use: Accrued sick leave may be used for care of children, siblings and parents, (be they natural, adoptive, step or foster of the employee or their current spouse or domestic partner), or spouse or domestic partner, to a maximum of eighty (80) hours in the calendar year of January 1 through December 31. It is further provided that an additional forty (40) hours of accrued sick leave per calendar year may be used for such care in unusual or emergency cases with the approval of the City Manager.
- D. Documentation: Employees must follow departmental policies for requesting/documenting use of sick leave and a physician's certification may be required at the discretion of the City Manager for absences of three consecutive work days or more.
- E. Conversion:

1. Sick leave accrued in excess of eight hundred (800) hours may be converted to vacation on the basis of three (3) hours of vacation time for each ten (10) hours of sick leave accrued and converted.
 2. Up to 25% of sick leave accrued in excess of one thousand (1,000) hours may be converted to vacation on the basis of one (1) hour of vacation time for each one (1) hour of sick leave accrued and converted.
 3. Conversions may be made once in each calendar year, and must be approved by the City Manager before December 31.
 4. Eligibility: To be eligible an employee must be a regular full time employee at the time of the request.
 5. No conversion of sick leave shall be allowed for any employee who is discharged for cause.
- F. Transfer: An employee may transfer accrued sick leave to another employee in cases of emergency, subject to review and approval by the City Manager pursuant to Section 18 of the Personnel Rules and Regulations.
- G. Compensation on Separation: Upon separation after two or more years of service, an employee shall be paid for 30% of unused, accrued sick leave. Such compensation is not applicable if an employee is discharged for cause.
- H. Family and Medical Leave: Executive employees shall be entitled to leave as provided for in the Family and Medical Leave Act (FMLA) of 1993 and the California Family Rights Act (CFRA) as per Section 16 of the Personnel Rules and Regulations.
- I. Fitness for Duty Examinations: City will pay mileage for personal car use to and from the out-of-town location of the city requested examination based on the same criteria as for other travel reimbursements.

2.5 BEREAVEMENT LEAVE

When a death occurs in an employee's immediate family (see Section 15.2.6 of the Personnel Rules and Regulations for definition of "immediate family"), the employee shall be granted necessary time off of up to three consecutive work days, with compensation, for the purpose of attending the funeral and/or to personal affairs. In the event of unusual travel time requirements, the City Manager may approve up to a total of five workdays. Proof of relationship and/or death may be required.

2.6 JURY DUTY

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

2.7 LEAVE OF ABSENCE WITHOUT PAY

The City Manager may grant leaves of absence for a maximum of ninety (90) working days, without pay to any employee if the circumstances of the particular case warrant.

SECTION 3.0 HEALTH, DENTAL, VISION, LONG TERM DISABILITY, LIFE INSURANCE, DEFERRED COMPENSATION, RETIREMENT AND CAFETERIA PLAN

3.1 HEALTH, DENTAL AND VISION INSURANCE

- A. For purposes of this Section, the following definitions shall apply:
1. Legally Separated — A court action separating an employee from his/her spouse. This definition shall be used for the sole purpose of City covered health insurance purposes. The insurance Provider shall determine if the separated spouse is eligible for coverage under the City Health Plan(s)
 2. Domestic Partner — A domestic partner as defined under California Family Code section 297.
- B. Health and Dental Insurance
1. City shall provide health and dental insurance plans for employees and shall make such plan available for any dependents. The Insurance Provider shall determine if a legally separated spouse is eligible for coverage under the City's group health and dental plans.
 2. Effective July 1, 2012, the City shall pay 80% and the employee shall pay 20% of the premiums required for the health and dental plans.
 3. Employees enrolled in the High Deductible Health Plan will receive a total benefit allowance equal to 80% of the premium for the "traditional" health plan for payment of the High Deductible Health Plan premium with the balance, if any, to be paid into a Health Savings Account. Employees may choose to contribute additional funds to a Health Savings Account on a pre-tax basis via payroll deductions in accordance with IRS guidelines.
- C. Eligible employees may elect to opt-out of the City-sponsored medical and/or dental plans, in which case the employee will receive a payment of \$200 per pay period if opting out of both medical and dental coverages and a pro-rated amount if opting out of only one type of coverage. Opt-out payments will be paid to the employee as taxable income. To be eligible, employees must provide proof of other comparable coverage, and the opt-out shall be effective for the employee and any eligible dependents.
- D. Vision Plan
1. The City shall provide a vision care program for both employee and dependents as defined under the medical plan. The premium cost of said plan is paid entirely by the City.
 2. Where and when the wearing of safety glasses is mandatory, the City shall provide reimbursement of the actual cost of required prescription safety glasses up to a maximum of \$225 per fiscal year per employee, or \$450 every other fiscal year.
- E. Health and Dental Insurance on Retirement
- For purposes of this section, the term "retiree" is defined as:
- An employee who has a minimum of ten (10) years of consecutive employment with the City, whose last day of employment preceding retirement through the California Public Employee Retirement System (CalPERS) was with the City, who immediately begins receiving CalPERS benefits upon retirement from the City, and who continuously maintains retiree status with CalPERS.*
1. For employees hired on or before December 31, 1991:

- i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement.
- ii) The City will make available health and dental insurance in the City- approved plan(s) for the spouse or domestic partner only of a retiree if retiree was married or in a domestic partnership at the time of retirement.
- iii) The City will pay the cost of spousal/partner health coverage based on the following schedule. Retirees must be at least sixty (60) years of age at retirement in order to receive this benefit. If an employee retires earlier than age 60 as allowed under the CalPERS retirement plan, the employee/retiree is responsible for 100% of the cost of spousal/partner health insurance coverage until the retiree reaches the a e of sixty (60).

Retiree Completed Years of Service	City-Paid Portion of Dependent Health Premiums
10 Years	10%
11 Years	20%
12 Years	30%
13 Years	40%
14 Years	50%
15 Years	60%
16 Years	70%
17 Years	80%
18 Years	90%
19 Years	100%

- iv) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
 - v) The retiree is responsible for 100% of the cost of spousal/partner coverage in the City's dental plan.
2. For employees hired on or after January 1, 1992 but before July 1, 2003:
- i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement.
 - ii) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
3. For employees hired on or after July 1, 2003 but before July 1, 2007:
- i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement until the retiree reaches the minimum required age for Medicare eligibility, at which time the City will only provide for a supplemental prescription drug plan or an equivalent benefit for the retiree only.
 - ii) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
4. For employees hired on or after July 1, 2007 but before July 1, 2011:
- i) The City agrees that employees/retirees only may remain on the City's health and dental insurance plans until retiree reaches minimum Medicare eligibility age. The retiree is responsible for the full cost of insurance premiums for retiree only coverage which shall be paid to the City in a timely manner.

5. For employees hired on or after July 1, 2011:

- i) Retirees are not eligible to participate in the City's post-employment health and dental insurance benefit plans.

3.2 LONG TERM DISABILITY INSURANCE

- A. Exempt, at-will Executive employees covered under this resolution may participate in the group long-term disability insurance program. For an overview of the plan see the certificate of insurance on file in the City Human Resources Office.
- B. The City shall pay half the cost of the program with the balance to be paid by employees, through payroll deduction.

3.3 LIFE INSURANCE

The City agrees to provide a life insurance policy in the amount of \$150,000 for each Executive employee covered under this resolution. The City agrees to pay all costs of such policies.

3.4 DEFERRED COMPENSATION

The City agrees to continue in effect the deferred compensation plans approved by resolution of the City Council. Participation is voluntary and no contribution is made by the City on the employee's behalf.

3.5 RETIREMENT

- A. For employees hired prior to December 31, 2012, and employees hired on or after January 1, 2013, who are "Classic Employees" as defined by CalPERS, the City offers the 2% @ 55 CalPERS Retirement Plan for all Miscellaneous employees covered by this resolution and the 2% @ 50 CalPERS Retirement Plan for all Safety employees covered by this resolution. Effective July 1, 2018, each Classic Employee covered by this Resolution shall contribute an additional 1% towards the City's share of CalPERS premiums.
- B. For employees hired on January 1, 2013 or after, who are not "Classic Employees" as defined by CalPERS, the City offers the 2% @ 62 CalPERS Retirement Plan for all Miscellaneous Employees covered by this resolution and the 2.7% @ 57 CalPERS Retirement Plan for all Safety Employees covered by this resolution.

3.6 CAFETERIA PLAN ADMINISTRATIVE FEES

The City shall pay the administrative costs for employees enrolled in the cafeteria plan.

SECTION 4.0 PHYSICAL EXAMINATIONS

Exempt at-will executive employees covered by this resolution may undergo annual physical examinations. The City will reimburse any costs associated with deductible and co-pays. The employee must submit a copy of the health insurance explanation of benefits to the Human Resources Office for reimbursement of co-pays and deductibles.

SECTION 5.0 SEVERANCE PAY

All Executive employees covered by this resolution are at-will and serve at the pleasure of the City Manager. The City Manager retains the authority to terminate any exempt at-will Executive employee at any time with or without notice or cause.

Any exempt at-will Executive employee who is terminated after at least one year of employment during such time as that employee is willing and able to perform their duties, shall receive a lump sum payment equal to two months aggregate salary in exchange for a general release in a form approved by the City Attorney and executed by the employee. If the exempt at-will Executive employee is terminated for cause, the City shall have no obligation to pay severance pay.

SECTION 6.0 DUES AND SUBSCRIPTIONS, PROFESSIONAL AND OFFICIAL TRAVEL AND GENERAL EXPENSES

- A. In order to provide the necessary support for each exempt at-will Executive employee to perform the necessary functions of their job duties, the City will pay for the costs of dues and subscriptions for professional/technical licensing and association membership as required and approved by the City Manager.
- B. The City will pay the travel and subsistence expenses of exempt at-will Executive employees for travel, meetings and occasions required to pursue the official business of the City in accordance with the City's AB 1234 Expense Reimbursement Policy and subject to approval by the City Manager.
- C. The City shall cover costs for non-personal, job related expenses incurred by exempt at-will Executive employees in the course of employment. All such expenses shall be reimbursed or paid in accordance with the City's AB 1234 Expense Reimbursement Policy and subject to approval by the City Manager.
- D. Prior to the use of a private vehicle for City business, employees must provide the City with a certificate of insurance, on the form provided by the City, which evidences that employee has comprehensive automobile liability insurance or business automobile liability insurance in an amount at least equal to the minimum requirements established by the City's liability insurance provider.
- E. The City shall provide a vehicle for the exclusive use of the Police Chief who is required to respond on short notice to a variety of operational incidents and emergencies. This position shall not be eligible to receive reimbursement for use of a personal vehicle at all times when the City vehicle is available for use.

SECTION 7.0 AUTOMOBILE USE AND TRAVEL REIMBURSEMENT

- A. In those instances, where a City vehicle is not available for use and the employee is required to use his/her private vehicle on City business, travel expense reimbursement shall be at the rate allowed by the Internal Revenue Service for mileage driven on City business.
- B. Prior to the use of their private vehicle, employees must provide the City with a certificate of insurance, on the form provided by the City, which evidences that employee has comprehensive

automobile liability insurance or business automobile liability insurance in an amount at least equal to the minimum requirements established by the City's liability insurance provider.

- C. Employees shall be reimbursed for expenses incurred while on assignment outside the Fort Bragg area as follows:
1. Lodging: Maximum of \$175.00 per night, which shall include local taxes, but exclude tips, porter's fees, room service, movies, valet, etc.
 - i. When traveling to a high cost area, the City Manager may approve a higher maximum than shown above.
 - ii. When an employee lodges at a hotel/motel at which the training program/meeting/seminar is being conducted, the employee shall be reimbursed for actual lodging costs if higher than the amount above. Approval of the Department Head or City Manager is required.
 - iii. Receipts are required for all lodging costs.
 - iv. When shared by others, only a pro rata share of the cost will be reimbursed. When furnished by a government agency or other source, or otherwise obtained without cost, (i.e. lodging with friends or relatives) there shall be no reimbursement.
 2. Meals: Per diem allowances for meals shall be provided and employees shall be eligible to claim for breakfast per diem (\$10.00) if they are in travel status as of 6:00 a.m.; employees shall be eligible to claim for lunch per diem (\$15.00) if they are in travel status between the hours of 11:00 a.m. and 2:00 p.m.; employees shall be eligible to claim for dinner per diem (\$25.00) if they are in travel status as of 6:00 p.m.
 - i. If some meals are furnished when traveling on a per diem, they may not be claimed and/or they will be deducted at the basic rate as provided above.
 3. Rental Cars: Size of rental cars must be justified if larger than compact. When using a rental vehicle, employee must keep log of daily mileage and pay for any mileage charge when car is used for personal business.
 4. First Class Travel: First class travel cannot be used, unless the additional cost is paid by the employee.
 5. Tickets: Copy of tickets used for travel must always be furnished with claim.
 6. Fitness for Duty Examinations: City will pay mileage for personal car use to and from the out-of-town location of a City-requested examination based on the same criteria as for other travel reimbursements.

SECTION 8.0 EDUCATION INCENTIVE

- A. No exempt at-will Executive employee covered by this resolution shall receive any additional pay as an educational bonus or "certificate pay."
- B. The City shall make available \$950 annually for each exempt at-will Executive employee covered by this resolution for purpose of continuing education and/or professional training. The annual training allowance may be accumulated to a maximum of \$1,900 and should be included in the departmental budget during the budget process when planning for training and professional development. The training allowance may be used for training and expenses incurred in obtaining training. Requests must be approved by the City Manager prior to incurring expenses. Reimbursement will be made upon evidence of successful completion of the training or class.

SECTION 9.0 HOURS OF WORK

- A. Salaries approved for exempt at-will Executive employees recognize the advanced level of skills possessed by these employees, the high level of responsibility delegated to these employees and the potential for longer working hours necessitated by meeting attendance, response to emergency situations, and attendance at court and/or the necessity for meeting project deadlines.

- B. There is no specific compensation for hours worked beyond the minimum work week of forty (40) hours. The following shall serve as basic guidelines to be used in the management of exempt at-will Executive employee work hours:
 - 1. Exempt at-will Executive employees shall be expected to attend City Council and other evening or weekend meetings and activities as may be required by their job duties. Executive employees shall not receive compensatory time off or additional compensation in any other form for attendance at such meetings/activities.
 - 2. All employees covered under this resolution are exempt at-will Executive employees and are, therefore, exempt from overtime payment under the Fair Labor Standards Act.
 - 3. All employees covered under this resolution shall be eligible to use Executive Leave during the calendar year as provided in Section 2.1 of this resolution or to adjust work days and hours in recognition of extended hours worked.

- C. In recognition that exempt at-will Executive employees are often required to attend early morning, lunch, and evening meetings and due to the fact that their work is result oriented without a specific work week, a system of flexible time is available for their use. Exempt at-will Executive employees may work prior to the regular starting time or beyond the regular ending time, or may occasionally take an extended lunch or may work a weekend in lieu of a workday. However, it is expected that exempt at-will Executive employees shall work a minimum of eighty (80) hours per pay period, plus any additional work time reasonably required to discharge the duties and responsibilities of the position.

SECTION 10.0 EQUIPMENT PURCHASE LOAN PLAN

All exempt at-will Executive employees covered by this resolution shall have the option of entering into an equipment purchasing loan plan with the City, which may be utilized to assist the employee to purchase equipment that may be used, both on or off duty, to improve the employee's job performance. This plan has the following limitations:

- A. The loan total shall not exceed \$3,000.

- B. Employee cannot add to an existing loan without the recommendation and express permission of the City Manager.

- C. Employee agrees to pay an interest rate equal to the Local Agency Investment Fund (LAIF) rate paid to the City, as of the date of the loan, plus .25 percent.

- D. Loans shall be repaid via payroll deductions. Loans of less than \$1,000 shall be repaid in twenty-six equal installments. Loans of \$1,000 or more but less than \$2,000 shall be repaid in fifty-two equal installments. Loans of \$2,000.00 or more shall be repaid in seventy-eight equal installments. In no case shall deductions be more than \$50 per paycheck, except in the event of separation when the balance of the loan will be deducted from the final

paycheck. The employee shall provide documentation, such as an invoice or receipt, prior to issuance of the loan, to serve as proof of purchase.

- E. Employee shall sign a payroll deduction authorization form for the amount calculated by the Finance Department.
- F. Employee shall receive approval prior to the purchase of any equipment for which this program is anticipated.
- G. Once all necessary documentation has been supplied and the employee signs all equipment loan documents, issuance of the loan will be processed within fourteen (14) days of final approval of all approved paperwork.

SECTION 11.0 UNIFORM ALLOWANCE

Pursuant to City Council Resolution 2764-2004, the Police Chief will receive the uniform allowance as provided to police officers.

SECTION 12.0 RELATIONSHIP TO PERSONNEL REGULATIONS

The terms and conditions of employment as delineated above are in addition to the provisions of the City's "Personnel Rules and Regulations of the City of Fort Bragg" as adopted by Resolution 4341-2021 and as amended from time to time. Should a conflict exist between this Resolution and Resolution 4341-2021, the provisions in this Resolution, or its successor, shall prevail.

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 28th day of June, 2021, by the following vote:

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

**Bernie Norvell,
Mayor**

ATTEST:

**June Lemos, CMC
City Clerk**



City of Fort Bragg

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

Text File

File Number: 21-323

Agenda Date: 6/28/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5H.

Adopt City Council Resolution Establishing a Compensation Plan and Terms and Conditions of Employment for Non-Bargaining and Confidential Classifications

The resolution updates the employee classifications belonging to the Non-Bargaining and Confidential Classifications, including the addition of the Administrative Analyst position.

RESOLUTION NO. ____-2021

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AMENDING THE COMPENSATION PLAN FOR NON-BARGAINING AND CONFIDENTIAL, NON-EXEMPT EMPLOYEES

WHEREAS, it is the desire of the Fort Bragg City Council to provide an adequate level of compensation and to enumerate the benefits and conditions of employment for non-bargaining and confidential, non-exempt classifications; and

WHEREAS, non-bargaining and confidential, non-exempt classifications covered by this resolution are as follows: Administrative Analyst; Human Resources Analyst; and Systems Analyst - Lead; and

WHEREAS, the classifications covered by this resolution are non-exempt, are a part of the Personnel Merit System, and unless otherwise defined in this resolution, shall receive all benefits received by members of the Fort Bragg Employee Organization (FBEO);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does establish compensation and affirm benefits effective July 1, 2021 through June 30, 2022 for non-bargaining and confidential, non-exempt employees as follows:

SECTION 1.0 SALARY COMPENSATION

1.1 SALARY SCHEDULE FOR NON-BARGAINING AND CONFIDENTIAL, NON-EXEMPT CLASSIFICATIONS

A. The salary ranges for the non-bargaining, confidential non-exempt classifications shall be as follows:

	<u>Position</u>	<u>Annual Salary Range</u>
		Effective pay period beginning July 4, 2021
1	Administrative Analyst	\$53,414.40-\$64,937.60
2	Human Resources Analyst	\$53,414.40-\$64,937.60
3	Systems Analyst - Lead	\$66,497.60-\$80,828.80

The salary ranges established for non-bargaining, confidential, non-exempt classifications incorporate a cost of living adjustment effective July 4, 2021 of 3%.

SECTION 2.0 RETIREMENT

A. For employees hired prior to December 31, 2012, and employees hired on or after January 1, 2013, who are "Classic Employees" as defined by CalPERS, the City offers the 2% @ 55 CalPERS Retirement Plan for all Miscellaneous employees covered by this Resolution. Effective July 1, 2018, each Classic Employee covered by this Resolution shall contribute an additional 1% towards the City's share of CalPERS premiums.

B. For employees hired on January 1, 2013 or after, who are not "Classic Employees" as defined by CalPERS, the City offers the 2% @ 62 CalPERS Retirement Plan for all Miscellaneous Employees covered by this resolution.

SECTION 3.0 OTHER BENEFITS

All other benefits terms and conditions will be provided and administered as provided for Fort Bragg Employee Organization employees.

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 28th day of June, 2021, by the following vote:

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

Bernie Norvell,
Mayor

ATTEST:

June Lemos, CMC
City Clerk



City of Fort Bragg

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

Text File

File Number: 21-327

Agenda Date: 6/28/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5I.

Adopt Joint City Council/Improvement District/Redevelopment Successor Agency Resolution Approving a Professional Services Agreement with JJACPA, Inc. for Auditing Services and Authorizing City/District Manager/Executive Director to Execute Same (Amount Not to Exceed \$42,550; Split Among the Agencies)

Since Fiscal Year 2014/15, JJACPA, Inc. has provided financial auditing services for the City of Fort Bragg. The Professional Services Agreement of June 8, 2020 expires on June 30, 2021. The parties desire to enter into a new agreement to include financial auditing services for Fiscal Year 2021/22. JJACPA, Inc. has agreed to provide these services at a cost of \$42,550, the same cost as the previous year's audit. The Professional Services Agreement with JJACPA needs to be approved by the City Council, Municipal Improvement District Board, and Redevelopment Successor Agency Board. Staff recommends adopting the resolution approving the contract.

RESOLUTION NO. ____-2021

RESOLUTION OF THE FORT BRAGG CITY COUNCIL

and

RESOLUTION NO. ID ____-2021

RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD

and

RESOLUTION NO. RS ____-2021

RESOLUTION OF THE FORT BRAGG REDEVELOPMENT SUCCESSOR AGENCY

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JJACPA, INC. FOR FISCAL YEAR 2021/22 AUDITING SERVICES AND AUTHORIZING CITY/DISTRICT MANAGER/EXECUTIVE DIRECTOR TO EXECUTE SAME (AMOUNT NOT TO EXCEED \$42,550; SPLIT AMONG THE AGENCIES)

WHEREAS, the City of Fort Bragg, Fort Bragg Redevelopment Successor Agency, Fort Bragg Municipal Improvement District No. 1, and C.V. Starr Community and Aquatic Center (collectively “the City”) maintain financial information which is reported in year-end financial statements which must be filed with the State of California, bond rating agencies, and various regulatory oversight bodies all of whom require that the statements be audited by independent certified public accountants; and

WHEREAS, the City has engaged JJACPA, Inc. to provide auditing services since 2015; and

WHEREAS, A Professional Services Agreement is proposed to engage JJACPA, Inc. to audit fiscal year ending June 30, 2022; and

WHEREAS, total annual costs pursuant to the Professional Services Agreement are \$42,550; and

WHEREAS, based on all the evidence presented, the City Council/District Board/ Agency Board finds as follows:

1. JJACPA, Inc. is licensed with the California Board of Accountancy, with a clear license status and has no disciplinary actions or license restrictions.
2. JJACPA, Inc. is qualified, based on previous experience as noted in their proposal and based on their history of providing services to the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1/ and Agency Board of the Fort Bragg Redevelopment Successor Agency do hereby approve a Professional Services Agreement with JJACPA, Inc. for Fiscal Year 2021/22 auditing services and authorizes the City/District Manager/Executive Director to execute same (amount not to exceed \$42,550 split among the agencies).

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/Agency Board of the Fort Bragg Redevelopment Successor Agency held on the 28th day of June, 2021, by the following vote:

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

BERNIE NORVELL
Mayor/Chair

ATTEST:

June Lemos, CMC
City/District Clerk/Agency Secretary

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
JJACPA, INC.**

THIS AGREEMENT is made and entered into this ___ day of June, 2021 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and JJACPA, INC., a California Corporation, 7080 Donlon Way, Suite 204, Dublin, California 94568 (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide financial auditing services for the City of Fort Bragg, Fort Bragg Redevelopment Successor Agency, Fort Bragg Municipal Improvement District No. 1, and C.V. Starr Community and Aquatic Center as more fully described herein; and

B. WHEREAS, City and Consultant desire to contract for the specific services described in **Exhibit A** (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

E. WHEREAS, the legislative body of the City on June 28, 2021 by Resolution No. _____ authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Work. Consultant shall provide the professional services described in the Consultant’s Proposal (“Proposal”), attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done

by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently

applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's total compensation shall not exceed **Forty-two Thousand Five Hundred Fifty Dollars (\$ 42,550.00)**.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by **June 30, 2022**. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on **September 30, 2022** unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least ten (10) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement, such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for

reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

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

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.

- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be **Brett Jones, CPA**. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates **Isaac Whippy, Senior Government Accountant**, as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications

concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:
Joseph Arch, President
JJACPA, Inc.
7080 Donlon Way, Suite 204
Dublin, CA 94568-2787
Tel: (925) 556-6200
Fax: (707) 232-6226

IF TO CITY:
City Clerk
City of Fort Bragg
416 N. Franklin St.
Fort Bragg, CA 95437
Tel: (707) 961-2823
Fax: (707) 961-2802

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and

replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of Consultant. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to

City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY

CONSULTANT

By: _____

By: _____

Tabatha Miller

Joseph Arch, CPA

Its: City Manager

Its: President

ATTEST:

By: _____
June Lemos, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

EXHIBIT A

City of Fort Bragg

Dollar Cost Bid

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES - TOTAL HOURS BY POSITION
FOR THE AUDIT OF THE FISCAL YEAR 2021/22 FINANCIAL STATEMENTS -
To include preparation of the CAFR

				2021
	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total Cost
Principal	40	\$ 200	\$ 175	\$ 7,000
Manager	40	\$ 175	\$ 150	6,000
Staff	160	\$ 150	\$ 125	20,000
Administrative	4	\$ 100	\$ 75	300
Total for audit services	244			33,300
Single Audit	60			7,500
Gann Limit Report	4		included	-
Total all-inclusive maximum price for this audit	308			40,800
Consulting or assistance regarding accounting or bookkeeping matters			included	-
Out of Pocket Costs				1,750
Total all-inclusive maximum price				\$ 42,550

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



City of Fort Bragg

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

Text File

File Number: 21-314

Agenda Date: 6/28/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5J.

Receive and File Minutes of the May 19, 2021 Public Safety Committee Meeting



City of Fort Bragg

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

Meeting Minutes Public Safety Committee

Wednesday, May 19, 2021

3:00 PM

Via Video Conference

MEETING CALLED TO ORDER

Meeting Chair Peters opened the meeting at 3:00 PM

ROLL CALL

Present: 2 - Bernie Norvell and Lindy Peters

1. APPROVAL OF MINUTES

- 1A. [21-237](#) Approve Minutes Of The Special Public Safety Committee Meeting April 28, 2021

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

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Public Comments on non agenda items made by:
Robert Krebs
John Burns
Jacob Patterson

3. CONDUCT OF BUSINESS

- 3A. [21-214](#) Ordinance Banning Flavored Tobacco Sales

Associate Planner Heather Gurewitz presented the County adopted ordinance that the City is planning on using in regards to banning sales of flavored tobacco within the City limits. Flavored tobacco is very popular among the youth and this is a critical matter that the City would like to prevent further contribution to. Chair Committee Peters recommended to move forward in adapting the ordinance.

Public Comments made by:
Tina Tyler
Joann Saccato

4. MATTERS FROM COMMITTEE / STAFF

- 4A. [21-196](#) Receive Oral Update From Staff on Departmental Activities

Chief Naulty informed the community that the suspect that started the fire at the cliff side off of

Noyo Point Rd has been arrested under arson charges. CALFIRE Investigator determined that in deed it was an arson and the suspected is now under custody at the Mendocino County Jail.

Chief Naulty spoke briefly about the future plans on reintroducing local availability of evidentiary examinations for victims of sexual assault at the local hospital.

Committee Member Norvell mentioned that he was in a meeting earlier in the day along with Chief Naulty with Camille Schraeder from RQMS looking at potential facilities that could be used as a mental crisis respite. The other topic discussed during the meeting was on getting a social worker stationed at the Police Department.

Public Works Director John Smith closed the meeting by mentioning that he will follow up with Mr. Krebs regarding the private alley. He mentioned that the Pudding Creek Bridge project is been challenging to begin due to different contributing factors. Many projects are on hold due to contractors having a hard time purchasing materials due to availability and shortage of materials.

ADJOURNMENT

Chair Peters adjourned the meeting at 3:45PM



City of Fort Bragg

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

Text File

File Number: 21-310

Agenda Date: 6/28/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5K.

Approve Minutes of Special Meeting of May 20, 2021



City of Fort Bragg

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

Meeting Minutes Special City Council

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

Thursday, May 20, 2021

6:00 PM

Via Video Conference

Cannabis Ordinance

CALL TO ORDER

Mayor Norvell called the meeting to order at 6:00 PM, all Councilmembers appearing via video conference.

ROLL CALL

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

1. CONDUCT OF BUSINESS

- 1A. [21-243](#)** Receive Report and Provide Direction to Staff on Where Commercial Cannabis Cultivation, Should be Allowed as a Primary Use.

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

Public Comment : None.

Direction: Council directed that cannabis businesses may be allowed in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts with an administrative permit, and in the Highway and Visitor Commercial (CH) and General Commercial (CG) zoning districts with a use permit. It was reported that the attorney recommended that the "should's" need to be "shall's" in the verbiage. Council also provided updates to the ordinance to include "alternative water sources" and for "Community Choice Clean energy" to be added.

This Staff Report was referred to staff

- 1B. [21-248](#)** Receive Report and Provide Direction to Staff on Whether to Create a Cannabis Microbusiness Category or Enhance the Accessory Use Definition in Inland Land Use and Development Code Section 18.42.057

Associate Planner Gurewitz gave the staff report for this agenda item.

Public Comment: None.

Direction:

Council directed staff to create a "Cannabis Microbusiness" that does not allow manufacturing or cultivation as an accessory use in the Central Business District (CBD). Nursery accessory is allowed with retail only if it is clearly subordinate to the primary use. In addition, they agreed to allow nursery, processing and retail in the General Commercial (CG) as accessory uses,

but not manufacturing. Also the General Commercial must include retail as the primary frontage. Limiting wholesale distribution, manufacturing and processing to the Heavy Industrial district (IH) and Light Industrial (IL). Highway Commercial (CH) should have the same stipulations as General Commercial.

This Staff Report was referred to staff

ADJOURNMENT

Mayor Norvell adjourned the meeting at 7:23 PM.



City of Fort Bragg

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

Text File

File Number: 21-328

Agenda Date: 6/28/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5L.

Approve Minutes of June 14, 2021



City of Fort Bragg

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

Meeting Minutes City Council

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

Monday, June 14, 2021

6:00 PM

Town Hall, 363 N. Main Street

AMENDED

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A. [21-261](#)** Presentation of Proclamation Recognizing the Students of Dana Gray Elementary School and Announcing the Winners of the Water Conservation Poster Contest for Grades Three through Five

Mayor Norvell read a Proclamation recognizing the students of Dana Gray Elementary School for their work on water conservation and announced the winners of the Water Conservation Poster Contest.

- 1B. [21-263](#)** Receive Report from Sheila Semans Regarding the Noyo Center for Marine Science

Sheila Semans, Executive Director of the Noyo Center for Marine Science, gave a presentation to City Council on the past year of operations for the Center and outlined plans for the future.

- 1C. [21-269](#)** Presentation of Proclamation Recognizing June 21-27, 2021 as National Pollinator Week

Councilmember Peters read a Proclamation recognizing National Pollinator Week.

- 1D. [21-262](#)** Presentation of Proclamation Celebrating the Week of June 14, 2021 as Juneteenth Day

Mayor Norvell read a Proclamation celebrating the week of June 14 as Juneteenth Day. John Wallace of the Surviving the Odds Project (STOP) accepted the Proclamation from the Mayor and spoke about the importance of freedom.

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

(1) Michelle Goodman of Waste Management Services stated there would be no interruptions during the July 4th Holiday. Tim Karras, president of Mendocino College, introduced himself to the Council and said how much the college looks forward to working with the City and the Noyo Center. George Reinhardt, Marcy Snyder, and Peter McNamee spoke in favor of the Grassroots Institute's Climate Action Proposal. Mary Rose Kaczorowski spoke against formula businesses and wants Council to bring real jobs to Fort Bragg. Paul Clark commented about his frustration with people who have their hands out, and said he does not like this City Council.

(2) Melissa Green, Cheyenne Watts, Ruby Bitzer and Serena Hodgkinson stated their support for Item 5F, the STOP program.

(3) None.

3. STAFF COMMENTS

City Manager Miller reported on Ocean Month, the Visit Fort Bragg site, and Noyo River flows; Public Works Director Smith reported on water and wastewater enterprises and provided an update on the odor from the biosolids at the Wastewater Treatment Facility.

4. MATTERS FROM COUNCILMEMBERS

Councilmember Albin-Smith reported on a meeting with Transportation Secretary Pete Buttigieg and discussions regarding electrifying public and school transportation. She requested that the Council write a letter of support to Governor Newsom or Secretary Buttigieg. Albin-Smith noted that work on the Danco project is underway. She attended a diversity and inclusion training. Councilmember Albin-Smith spoke in favor of continuing the hybrid meeting format. Vice Mayor Morsell-Haye gave an update on the Citizen's Commission, stating they will distribute a community questionnaire with the goal of making a presentation of the Commission's recommendations to City Council in November 2021. The Vice Mayor reported on the Blue Economy Symposium, noting that it will be an exciting opportunity for commercial industry in the City. She also reported on a recent presentation by Flockworks about art in the schools.

5. CONSENT CALENDAR

Councilmember Rafanan requested that Item 5F be removed from the Consent Calendar for further discussion.

Approval of the Consent Calendar

A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, to approve the Consent Calendar with the exception of Item 5F. The motion carried by the following vote:

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

- 5A.** [21-253](#) Adopt City Council Resolution Approving Contract with Therma, LLC for the Installation, Monitoring and Maintenance of CV Starr Community Center's Building Automation Controls and Authorizing City Manager to Execute Same (Amount Not To Exceed \$28,014; Account 810-4812-0751)

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4394-2021

- 5B.** [21-298](#) Adopt Municipal Improvement District Resolution Approving and Ratifying an Application for the Funding and Execution of Grant Agreement and Any Amendments Thereto from the United States Department of Agriculture's Community Facility Grant Program for the Purchase of a Biosolids Dryer

This ID Resolution was adopted on the Consent Calendar.

Enactment No: RES ID 446-2021

- 5C.** [21-297](#) Adopt City Council Resolution Approving and Ratifying an Application for the Funding and Execution of Grant Agreement and Any Amendments Thereto from the United States Department of Agriculture's Community Facility Grant Program for the Purchase of a Backhoe Loader

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4395-2021

- 5D.** [21-270](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4396-2021

- 5E.** [21-284](#) Adopt City Council Resolution Establishing the City of Fort Bragg Master Salary Rate Compensation Plan

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4397-2021

- 5G.** [21-296](#) Adopt City Council Resolution Continuing the Temporary Waiver of the City of Fort Bragg General Plan Maintenance Fee

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4398-2021

- 5H.** [21-289](#) Receive and File Minutes of the November 24, 2020 Special Public Works and Facilities Committee Meeting

These Committee Minutes were received and filed on the Consent Calendar.

- 5I. [21-265](#) Receive and File Minutes of the April 28, 2021 Special Public Safety Committee Meeting

These Committee Minutes were received and filed on the Consent Calendar.

- 5J. [21-271](#) Approve Minutes of May 24, 2021

These Minutes were approved on the Consent Calendar.

- 5K. [21-276](#) Approve Minutes of Special Meeting of June 3, 2021

These Minutes were approved on the Consent Calendar.

ITEMS REMOVED FROM CONSENT CALENDAR

- 5F. [21-293](#) Adopt City Council Resolution Approving Professional Services Agreement with Surviving the Odds Project (STOP) for Operation of a STOP Program in Fort Bragg and Authorizing the City Manager to Execute Contract (Amount Not to Exceed \$40,000.00; Account No. 167-0000-0309)

Councilmember Rafanan requested more information about the budget for the STOP program as well as the days of the week the program would operate. Vice Mayor Morsell-Haye asked why the program was reduced from 15 to 10 participants. The program director, John Wallace, explained that the timeline was modified to allow time for the studio to be outfitted. Melissa Green spoke about the budget, stating that the attachment to the contract was an estimate; actual receipts will be provided. Mr. Wallace said the participant numbers have been reduced because the time and budget constraints do not allow for more.

Public Comment was received from Mary Rose Kaczorowski.

Discussion: After a brief discussion, it was decided that the program would be for 10 students at \$40,000. The City Manager will work with Mr. Wallace, who will provide new numbers in a modified and updated budget. Following the vote, both Councilmember Albin-Smith and Councilmember Rafanan stated that their No votes were only because the budget numbers attached to the contract were incorrect, not because they opposed the project. They both support a STOP program in Fort Bragg.

Mayor Norvell recessed the meeting at 8:01 PM; the meeting reconvened at 8:11 PM.

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

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

No: 2 - Councilmember Albin-Smith and Councilmember Rafanan

Enactment No: RES 4399-2021

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

8. CONDUCT OF BUSINESS

- 8A. [21-295](#)** Receive Report and Consider Adoption of Resolutions Approving FY 2021/22 City of Fort Bragg and Fort Bragg Municipal Improvement District No. 1 Budgets, Establishing FY 2021/22 Appropriations Limit, and Approving FY 2021/22 Capital Projects Budget

City Manager Miller presented the staff report, provided an update on the coronavirus relief funds from the federal government, and projected that the general fund will have a surplus of approximately \$50K and the Wastewater and Water enterprise funds look healthy for the coming fiscal year.

Public Comment was received from Mary Rose Kaczorowski.

A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, that this Resolution (City of Fort Bragg FY 2021/22 Budget) be adopted [RES 4400-2021]. The motion carried by the following vote:

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

Enactment No: RES 4400-2021 / RES 4401-2021 / RES ID 447-2021 / RES ID 448-2021 / RES 4402-2021

A motion was made by Vice Mayor Morsell-Haye, seconded by Councilmember Peters, that this Resolution (Capital Projects Budget) be adopted [RES 4401-2021 / RES ID 447-2021]. The motion carried by the following vote:

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

Enactment No: RES 4400-2021 / RES 4401-2021 / RES ID 447-2021 / RES ID 448-2021 / RES 4402-2021

A motion was made by Councilmember Peters, seconded by Vice Mayor Morsell-Haye, that this Resolution (Municipal Improvement District FY 2021/22 Budget) be adopted [RES ID 448-2021]. The motion carried by the following vote:

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

Enactment No: RES 4400-2021 / RES 4401-2021 / RES ID 447-2021 / RES ID 448-2021 / RES 4402-2021

A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, that this Resolution (Annual Appropriations Limit) be adopted [RES 4402-2021]. The motion carried by the following vote:

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

Enactment No: RES 4400-2021 / RES 4401-2021 / RES ID 447-2021 / RES ID 448-2021 / RES 4402-2021

- 8B. [21-277](#)** Receive Report and Consider Introducing by Title Only and Waiving the

First Reading of Ordinance 968-2021 Adding Chapter 15.38 (Streamlined Permitting Process for Electric Vehicle Charging Stations) to Title 15 (Buildings and Construction) of the City of Fort Bragg Municipal Code

Assistant Planner Locke summarized the staff report for this agenda item.

Public Comment was received from Robin Epley, Paul Clark and Jacob Patterson.

A motion was made by Councilmember Peters, seconded by Vice Mayor Morsell-Haye, that this Ordinance be introduced by title only, waiving the first reading. The motion carried by the following vote:

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

- 8C.** [21-272](#) Receive Report and Consider Adoption of Municipal Improvement District Resolution Approving Budget Amendment 2021-12 and Authorizing City Manager to Execute Utility Relocation Agreement with California Department of Transportation for the Relocation of the Pudding Creek Sewer Main (Amount Not to Exceed \$225,000.00, Account No. 716-6131-0731)

Public Works Director Smith itemized the staff report and introduced David Dominick of Caltrans, who was present to respond to questions from Councilmembers.

Public Comment: None.

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

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

Enactment No: RES ID 449-2021

- 8D.** [21-282](#) Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment No. 2021-13 Amending Fiscal Year 2020-21 Budget for Emergency Water Project Funding

Public Works Director Smith gave a report on Budget Amendment 2021-13.

Public Comment was received from Mary Rose Kaczorowski.

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

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

Enactment No: RES 4403-2021

- 8E.** [21-274](#) Receive Report and Provide Direction to Staff Regarding a Policy for the Handling of Voluminous Written Public Comments

City Clerk Lemos summarized the staff report for this agenda item.

Public Comment was received from Jay McMartin, Andrew Jordan, Jacob Patterson and Annemarie Weibel.

Direction: Council directed staff to include the recommended language regarding comments that are too large on future agendas.

A motion was made by Mayor Norvell, seconded by Vice Mayor Morsell-Haye to continue the meeting past 10:00 PM. The motion carried by a unanimous vote.

This Staff Report was referred to staff.

- 8F.** [21-283](#) Receive Report and Consider Approval of Joint County of Mendocino and City of Fort Bragg Request for Proposals for Solid Waste Refuse Collection

City Manager Miller presented the staff report.

Public Comment: None.

A motion was made by Councilmember Peters, seconded by Vice Mayor Morsell-Haye, that this Request for Proposals be approved. The motion carried by the following vote:

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

9. CLOSED SESSION

Mayor Norvell recessed the meeting at 10:12 PM. The meeting reconvened to Closed Session at 10:14 PM.

- 9A.** [21-267](#) CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6: City Negotiator: Tabatha Miller, City Manager; Employee Organizations: Fort Bragg Police Association; Exempt At-Will Executive Classifications; and Exempt Mid-Management Classifications

- 9B.** [21-299](#) CONFERENCE WITH REAL PROPERTY NEGOTIATORS FOR POSSIBLE ACQUISITION OF REAL PROPERTY, Pursuant to Government Code Section §54956.8: Real Property: APN 008-430-21, APN 008-430-22, APN 018-040-61, APN 018-430-22, APN 018-040-61, APN 018-120-50, APN 008-171-07, APN 008-161-08, APN 008-151-26, APN 008-161-27 and the Southern portion of former APN 008-020-15, Fort Bragg, CA 95437; City Negotiator: Tabatha Miller, City Manager; Negotiating Party: Dave Massengill, Environmental Affairs, Georgia Pacific Corporation; Under Negotiation: Terms of Acquisition, Price

Mayor Norvell reconvened the meeting to Open Session at 11:15 PM and reported that no reportable action was taken on the Closed Session items.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 11:15 PM.

BERNIE NORVELL, MAYOR

June Lemos, CMC, City Clerk

IMAGED (_____)



City of Fort Bragg

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

Text File

File Number: 21-319

Agenda Date: 6/28/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5M.

Approve Minutes of Special Meeting of June 17, 2021



City of Fort Bragg

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

Meeting Minutes Special City Council

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

Thursday, June 17, 2021

5:30 PM

Via Video Conference

Special Closed Session

CALL TO ORDER

Mayor Norvell called the meeting to order at 5:30 PM, all Councilmembers appearing via video conference.

ROLL CALL

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

1. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None.

2. CLOSED SESSION

Mayor Norvell recessed the meeting at 5:32 PM. The meeting reconvened to Closed Session at 5:40 PM.

2A. [21-308](#)

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

Mayor Norvell reconvened the meeting to Open Session at 6:54 PM and reported that no reportable action was taken on the Closed Session item.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 6:54 PM.

BERNIE NORVELL, MAYOR

June Lemos, CMC, City Clerk

IMAGED (_____)



City of Fort Bragg

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

Text File

File Number: 21-330

Agenda Date: 6/28/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5N.

Approve Minutes of Special Meeting of June 21, 2021



City of Fort Bragg

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

Meeting Minutes Special City Council

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

Monday, June 21, 2021

5:30 PM

Via Video Conference

Special Meeting

CALL TO ORDER

Mayor Norvell called the meeting to order at 5:31 PM, all Councilmembers appearing via video conference.

ROLL CALL

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

1. CONDUCT OF BUSINESS

- 1A. [21-317](#) Receive Report and Consider Adoption of City Council Resolution Authorizing the City Manager to Execute Purchase Order/Purchase Agreement for the Purchase of a Desalination-Reverse Osmosis Treatment System, Amount Not to Exceed \$335,818.50 (Account No. 651-6130-0731)

Public Works Director Smith presented the staff report on this agenda item.
Public Comment was received from Gabriel Quinn Maroney.

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4404-2021

ADJOURNMENT

Mayor Norvell adjourned the meeting at 5:41 PM.

BERNIE NORVELL, MAYOR

June Lemos, CMC, City Clerk

IMAGED (_____)



City of Fort Bragg

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

Text File

File Number: 21-306

Agenda Date: 6/28/2021

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number: 7A.

Receive Report, Conduct Public Hearing, and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 969-2021 Amending Chapter 14.06 (Water Conservation) of Title 9 (Water and Sewers) of the Fort Bragg Municipal Code



AGENCY: City Council
MEETING DATE: June 28, 2021
DEPARTMENT: City Manager
PRESENTED BY: T. Miller
EMAIL ADDRESS: tmiller@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report, Conduct Public Hearing, and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 969-2021 Amending Chapter 14.06 (Water Conservation) of Title 9 (Water and Sewers) of the Fort Bragg Municipal Code

ISSUE:

The City of Fort Bragg Municipal Code Chapter 14.06, Water Conservation, sets forth the parameters for the City to declare a water emergency and implement mandatory water conservation consistent with the Stage or level of the emergency. However, staff has determined that the parameters as set forth in the Municipal Code occur too late in a water shortage for water conservation to be truly effective in managing a water emergency. Action is necessary before the those thresholds are met and not after.

The proposed ordinance allows the City Manager to determine what conservation stage, of five, is necessary after considering the reliability of the water sources available and other factors, including the success or lack of success in less stringent conservation stages. The proposed changes to Chapter 14.06, still provide that a Stage 3 Water Emergency, a Stage 4 Water Crisis, or a Stage 5 Critical Water Shortage can only be declared by a City Council resolution after a public hearing.

ANALYSIS:

The current Fort Bragg Municipal Code Chapter 14.06, Water Conservation, section 14.06.020 was most recently updated on January 25, 2016 and sets forth the four independent triggers that measure the City's ability to replenish water storage:

- A. The City is unable to maintain a 10% buffer between its ability to replenish water in its storage tanks and the total daily demand for water; or
- B. A level of 80% or less of the total storage capacity providing pressure to the City water distribution system is reached and the City is unable to replenish water in its storage tanks in a reliable manner; or
- C. The City is unable to keep the finished water tanks at predetermined levels for more than 24 hours. Levels shall be determined upon consultation with Public Works and Fire Department staff; or
- D. The City is mandated by the State of California to implement water conservation measures.

The City has not currently met any one of those requirements, as was the case last August,

AGENDA ITEM NO. 7A

when like this year the City Council asked for voluntary compliance with a Stage 1 Water Emergency. To better respond to drought conditions, City staff is recommending the City Council adopt the proposed revisions to the Water Conservation Chapter of the Municipal Code.

RECOMMENDED ACTION:

1. Open the public hearing, receive staff report, take testimony from the public, close the public hearing and deliberate; and
2. Introduce, by title only, and waive further reading of Ordinance No. 969-2021, amending Chapter 14.06 (Water Conservation) of Title 9 (Water and Sewers) of the Fort Bragg Municipal Code.

ALTERNATIVE ACTION(S):

1. Hold a public hearing, close the hearing, deliberate without a decision and revisit the Ordinance at the next City Council meeting.
2. Do not hold a public hearing and/or introduce Ordinance No. 969-2021.
3. Provide alternative direction to staff.

FISCAL IMPACT:

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

GREENHOUSE GAS EMISSIONS IMPACT:

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

CONSISTENCY:

N/A

IMPLEMENTATION/TIMEFRAMES:

Pursuant to Water Code 376(a), the Ordinance is effective upon adoption. Assuming the City Council introduces the Ordinance on June 28, 2021 and adopts it at the next regular City Council meeting on July 12, 2021. It will be effective July 12, 2021.

ATTACHMENTS:

1. Ordinance

NOTIFICATION:

N/A.

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

**AN ORDINANCE AMENDING CHAPTER
14.06 (WATER CONSERVATION) OF
TITLE 14 (WATER AND SEWERS) OF
THE FORT BRAGG MUNICIPAL CODE**

ORDINANCE NO. 969-2021

WHEREAS, the City of Fort Bragg (City), owns, and through its water division, operates a water system that supplies water at retail to customers within the City's service area, which covers approximately 3,100 acres. The City currently provides water service to approximately 7,500 residents and maintains over 2,900 residential and commercial customer accounts; and

WHEREAS, the City's water system draws exclusively on local surface water sources, whose yield varies from year to year and season to season; and

WHEREAS, the City's water system is susceptible to water shortages in dry and critically dry years and in periods of prolonged regional drought when water conditions result in low surface flows in the Noyo River, Waterfall Gulch and Newman Gulch; and

WHEREAS, during summer and early fall months as the Waterfall Gulch and Newman Gulch tributary stream sources diminish, the diversion of water from the Noyo River is used more frequently and in greater quantities to supply the City water needs; and

WHEREAS, historically, it is in the months of August, September and October that the Noyo River experiences King Tides, where the gravitational pull between the sun and the moon increase tide levels to a foot or two higher than high tide levels. High tides such as the King Tides during periods of low flow levels on the Noyo River increase salinity content which impairs the City's ability to replenish water supply from the Noyo River; and

WHEREAS, Article X, Section 2 of the California Constitution declares that the general welfare requires that the water resources of the State be put to beneficial use to the fullest extent of which they are capable, and that the waste or unreasonable use or unreasonable method of use of water be prevented, and that the conservation of such waters is to be exercised with a view to the reasonable and beneficial use thereof in the interest of the people and for the public welfare; and

WHEREAS, California Water Code Section 375 provides that a public entity that supplies water at retail or wholesale for the benefit of persons within the service area of a public entity may, by ordinance or resolution adopted by a majority of the members of the governing body after holding a public hearing upon notice and making appropriate findings of necessity for adoption of a water conservation program, adopt and enforce a water conservation program to reduce the quantity of water used by those persons for the purpose of conserving the water supplies of the public entity; and

WHEREAS, Chapter 14.06, the Water Conservation Ordinance of the Fort Bragg Municipal Code codifies the City's water conservation program. In late summer 2020, the City found it necessary to issue a voluntary request for water conservation because the triggers established in Section 14.06.020 had not occurred and City staff was concerned that if

conservation did not occur timely, the impact of the water emergency would be exacerbated. The Council finds that the severity of current and recent droughts in the western United States, including Northern California, requires earlier implementation of water conservation measures and increased water reduction targets; and

WHEREAS, California Water Code Section 376 provides that any ordinance or resolution adopted pursuant to California Water Code Section 375 is effective upon adoption; and

WHEREAS, the purposes of this chapter are to conserve the water supply of the City for the greatest public benefit, to mitigate the effects of a water supply shortage on public health and safety and economic activity, and to budget water use so that a reliable and sustainable minimum supply of water will be available for the most essential purposes for the entire duration of the water shortage.

NOW, THEREFORE, the City Council ordains as follows:

Section 1. Legislative Findings. The City Council hereby finds as follows:

1. **Recitals.** The City Council finds that all the recitals facts, findings, and conclusions set forth above in this Ordinance are true and correct.
2. To conserve the water supply of the City and mitigate the effects of a water supply shortage on public health and safety and economic activity, more flexibility is necessary in the implementation and level of water conservation stages.
3. The adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15307 of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) as this ordinance is an action taken to protect natural resources.

Section 2. Section 14.06.020 entitled, **DECLARATION OF A WATER EMERGENCY**, is hereby amended to read as follows:

§ 14.06.020 WATER CONSERVATION STAGES.

In determining the City Water System’s water conservation stage, the City Manager shall determine whether the system’s water supplies and sources available are sufficient to meet the current customer demands on the system and shall consider all relevant factors. The City Manager shall consider, among other things: 1) any variations in the reliability of the water supplies available to the system; 2) availability of well or other nonpotable water to meet the nonpotable demands on the water system; 3) weather forecast and other factors that impact flows in the City’s surface water sources; and 4) the success, or lack thereof, of previous declarations of a less stringent water conservation stage in meeting the water-use reductions sought by the City.

For calculating the percentage reduction for water conservation targets, the amount of City supplied water used in the most recent calendar year in which no conservation measures were implemented between May 1 and October 31, measured in 100 cubic feet (“Seasonal Water

Demand”), will be used. This Seasonal Water Demand may also be used to establish base water allocations as set forth in Section 14.06.030.

Uses of potable water supplied by the City of Fort Bragg that are identified as prohibited during a water conservation stage shall be allowed only where necessary to address an immediate health and safety need. The City Manager may initiate implementation and enforcement of whatever conservation measures that are deemed necessary to achieve the water reduction requirements of the declared conservation stage. For each stage, the target water use reduction for customers shall be as follows:

- A. **Stage 1 (Water Alert)** shall target a reduction of at least five to ten percent (5%-10%) of Seasonal Water Demand.
- B. **Stage 2 (Water Warning)** shall target a reduction of ten to twenty percent (10%-20%) of Seasonal Water Demand.
- C. **Stage 3 (Water Emergency)** shall target a reduction of twenty to thirty percent (20%-30%) of Seasonal Water Demand. Except in the event of a wildfire or a breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency, a Stage 3 Water Emergency must be declared by a Resolution of the Fort Bragg City Council in compliance with the notice and public hearing requirements of Water Code Sections 351-352.
- D. **Stage 4 (Water Crisis)** shall target a reduction of thirty to forty percent (30%-40%) of Seasonal Water Demand. Except in the event of a wildfire or a breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency, a Stage 4 Water Crisis can only be declared after a Water Emergency has been declared by a Resolution of the Fort Bragg City Council in compliance with the notice and public hearing requirements of Water Code Sections 351-352.
- E. **Stage 5 (Critical Water Shortage)** shall target a reduction of forty to fifty percent (40%-50%) of Seasonal Water Demand, unless it is determined by the City Manager that a greater reduction of seasonal water demand is required to protect public health and safety. Except in the event of a wildfire or a breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency, a Stage 5 Critical Water Shortage can only be declared after a Water Emergency has been declared by a Resolution of the Fort Bragg City Council in compliance with the notice and public hearing requirements of Water Code Sections 351-352.

Section 3. Section 14.06.030 entitled **AUTHORITY TO DECLARE WATER EMERGENCY**, is hereby amended to read as follows:

§ 14.06.030 BASE ALLOCATION OF WATER.

The City Manager may develop a base allocation for each class of customer account that considers the needs and characteristics of each customer class for Seasonal Water Demand.

This base allocation may be used to evaluate compliance with the conservation stage in effect and to implement additional water use restrictions as necessary for the reasonable and efficient use of water.

Section 4. Section 14.06.050 entitled **CONSERVATION GOALS AND PROHIBITED WATER USES DURING WATER EMERGENCY**, is hereby amended to read as follows:

§ 14.06.050 CONSERVATION STAGES AND PROHIBITED WATER USES.

Water use restrictions during the various conservation stages shall include the restrictions specified in this section and may be augmented by additional restrictions as deemed necessary by the City Manager. Such restrictions apply to all persons using or consuming water both inside and outside the City and within the water service area and regardless of whether any person using water has a contract for water service within the City.

- A. During a Stage 1 (Water Alert) conservation stage, the following restrictions shall apply:
1. Water will only be used for “beneficial uses” as that term is defined in Subarticle 2 of Article 2 of Chapter 2 of Division 3 of Title 23 of the California Code of Regulations, [14 CCR § 659 et seq]. Beneficial uses include, but are not limited to, domestic use and irrigation use. All wasteful use of water that constitutes water misuse as defined in 23 CCR § 4000(c) is prohibited. Wasteful uses include, but are not limited to, any unreasonable water use or unreasonable method of water use.
 2. During water use, water shall be confined to the customer’s property and shall not be allowed to run off to adjoining property private or public walkways and sidewalks, roadways, parking lots or other structures. Care shall be taken not to water past the point of saturation.
 3. Landscape irrigation, including public and private streetscape landscaping (medians and frontage), shall be limited to a maximum of three days per week, with the exception of drip irrigation, which may be conducted on any day.
 - a. Customers may only irrigate only on Tuesdays, Thursdays and Saturdays from 12am to 9am and 6pm to 11:59pm.
 - b. No irrigation is permitted on Mondays, Wednesdays, Fridays, or Sundays.
 4. Free flowing hoses are prohibited for all uses including landscape watering, vehicle and equipment washing, ponds, and evaporative coolers. Automatic shut-off devices shall be installed on any hose or filling apparatus while in use.
 5. All pools, spas and ornamental fountains/ponds shall be equipped with a recirculation pump and shall be constructed to be leak proof. Pool draining and refilling shall be allowed only to the extent required for health, maintenance, or structural considerations, and must otherwise comply with all applicable federal, state and local stormwater management

requirements, including but not limited to Chapter 12.14, Drainage Facility Improvements and Drainage Fees.

6. Residents and business owners shall repair all water leaks as soon as feasibly possible, but no later than 5 days after notification by the City or discovery by the owner.

B. During a Stage 2 (Water Warning) conservation stage, the following restrictions shall apply:

1. All Stage 1 (basic stage) restrictions shall continue to apply, except to the extent they are replaced by more restrictive requirements imposed by this subsection.
2. Landscape irrigation, including public and private streetscape landscaping (medians and frontage), shall be limited to a maximum of two days per week, with the exception of drip irrigation, which may be conducted on any day.
 - a. Customers may irrigate only on Tuesdays and Saturdays from 12am to 9am and 6pm to 11:59pm.
 - b. No irrigation is permitted on Mondays, Wednesdays, Thursdays, Fridays and Sundays.
3. Water use for the washing of streets, parking lots, driveways, sidewalks, buildings or other hardscape surfaces is prohibited, except as necessary for health, sanitation or fire protection purposes.
4. Restaurants shall serve water only upon specific request.
5. Hotels, motels and other commercial lodging establishments shall offer patrons the option to forego the daily laundering of towels, sheets and linens. Each lodging establishment shall prominently display notice of this option in each guestroom using clear and easily understood language.
6. Residents and business owners shall repair all water leaks as soon as feasibly possible, but no later than 3 days after notification by the City or discovery by the owner.

C. During a Stage 3 (Water Emergency) conservation stage, the following restrictions shall apply:

1. All Stage 2 restrictions shall continue to apply, except to the extent they are replaced by more restrictive requirements imposed by this subsection.
2. Landscape irrigation, including public and private streetscape landscaping (medians and frontage) and including drip irrigation, shall be limited to a maximum of one day per week.

- a. Customers may irrigate only on Tuesdays from 12am to 9am and 6pm to 11:59pm.
- b. No irrigation is permitted on Mondays, Wednesdays, Thursdays, Fridays, Saturdays and Sundays.
3. No water from the city water system shall be used for construction purposes such as dust control, compaction, or trench jetting, unless the use is approved by the City Manager.
4. Hotels, motels and other commercial lodging establishments shall strongly encourage patrons to forego the daily laundering of towels, sheets and linens. Each lodging establishment shall prominently display notice of this encouragement in each guestroom using clear and easily understood language.
5. Discontinued use of hot tubs and in-room spa tubs at hotels/motels and lodging establishments is strongly encouraged.

D. During a Stage 4 (Water Crisis) conservation stage, the following restrictions shall apply:

1. All Stage 3 restrictions shall continue to apply, except to the extent they are replaced by more restrictive requirements imposed by this subsection.
2. No landscape irrigation shall be allowed, including public and private streetscape landscaping (medians and frontage) and drip irrigation.
3. No water from the city water system shall be used to drain and refill swimming pools, artificial lakes, ponds or streams and no new permits for swimming pools, artificial lakes, ponds or streams shall be issued until the water conservation stage has been declared to be Stage 1.
4. Water use for ornamental ponds and fountains is prohibited unless required to maintain existing vegetation or to sustain existing fish/animal life.
5. New or expanded landscaping on properties is limited to drought-tolerant trees, shrubs, and ground cover and no new turf or grass shall be planted, hydro-seeded or laid.
6. Washing of automobiles or equipment shall only be done at a commercial establishment that uses recycled, reclaimed water or private well water.
7. All water leaks shall be repaired within twenty-four hours of notification by the utilities department or discovery by the owner, or service may be discontinued.
8. Discontinued use of hot tubs and in-room spa tubs at hotels/motels and lodging establishments.

9. Base water allocations, as established by the City pursuant to Section 14.06.030 for the appropriate customer class may be implemented to establish a maximum water usage limitation.

E. During a Stage 5 (Critical Water Shortage) conservation stage, the following restrictions shall apply:

1. All Stage 4 restrictions shall continue to be enforced, except to the extent they are replaced by more restrictive requirements imposed by this subsection.
2. Flushing of sewers or fire hydrants is prohibited, except in case of an emergency and for essential operations.
3. Flushing of fire protection systems is prohibited, except during required maintenance or servicing of the system.
4. Water use for ornamental ponds and fountains is prohibited.
5. Water use for public or private swimming pools is prohibited.
6. Water use for any recreational purpose is prohibited.
7. Use of any hydrant or bulk water permit issued prior to the critical water shortage emergency declaration, without the City Manager's permission. Such permission shall only be granted for projects necessary to protect the public health, safety and welfare where no alternative to potable water exists and for emergency response purposes only.
8. Installation of any new lawns or landscaping is prohibited.
9. The City shall have the authority to limit residential and commercial usage of potable water supplied by the City to a quantity determined by the City to provide for the basic safety and well-being of the community.
 - a. The City shall be permitted to install flow restrictors at any City-owned water meter, or any similar location, to regulate water usage.
 - b. The City shall determine the order of installation of flow restrictors based on relevant safety considerations and the users of City supplied water.
 - c. The size of the flow restrictors shall be determined by an effort to equitably spread water availability among all water user accounts.

Section 5. Section 14.06.060 entitled **MINOR AND MAJOR OFFENSES DURING WATER EMERGENCY**, is hereby amended to read as follows:

§ 14.06.060 MINOR AND MAJOR OFFENSES IN WATER CONSERVATION STAGES.

The following table indicates whether a violation of the water use prohibitions established in §14.06.050 is a “minor offense” or a “major offense” during a Stage 1, Stage 2, Stage 3, Stage 4, and Stage 5 Conservation Stage. Penalties for violations are established by resolution of the City Council pursuant to §14.06.090. The actual amounts of the penalties are specified in the City Fee Schedule that is available at City hall and on the City’s website.

Prohibited Water Use	Stage 1 and Stage 2	Stage 3, Stage 4 and Stage 5
Wasteful Water Use (A)(1)	First violation – minor offense Repeat violations - major offense	Major offense
Overflow, irrigation past saturation or watering on unpermitted days (A)(3) (B)(2) (C)(2) (D)(2)	First violation – minor offense Repeat violations - major offense	Major offense
Free flowing hoses (A)(2) (A)(4)	First violation – minor offense Repeat violations - major offense	Major offense
Pools, spas, fountains and ponds (A)(5) (D)(3) (D)(4) (E)(4) (E)(5)	First violation – minor offense Repeat violations - major offense	Major offense
Water Leaks not repaired timely (A)(6) (B)(6) (D)(7)	First violation – minor offense Repeat violations - major offense	Major offense
Washing sidewalks, parking lots or other hardscapes (B)(3)	First violation – minor offense Repeat violations - major offense	Major offense
Restaurants serving water without request (B)(4)	First violation – minor offense	Major offense

	Repeat violations - major offense	
Lodging linens and towels (B)(5) (C)(4)	First violation – minor offense Repeat violations - major offense	Major offense
Construction purposes (C)(3)	Not Applicable	Major offense
Hotel hot tubs and spa tubs use (C)(5) (D)(8)	Not Applicable	Major offense
Hydrant use or flushing, Fire protection system flushing (E)(2) (E)(3) (E)(7)	Not Applicable	Major offense
Recreational use (E)(6)	Not Applicable	Major offense
Automobile and equipment washing (D)(6)	Not Applicable	Major offense
Install new or expanded landscaping (D)(5) (E)(8)	Not Applicable	Major offense
Exceeding base water allocation (D)(9)	Not Applicable	Major offense
Violating flow restriction (E)(9)	Not Applicable	Major offense

Section 6. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

Section 7. Effective Date and Publication. This ordinance shall be and the same is hereby declared to be in full force upon adoption. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of the Ordinance to be published as provided in Water Code 376, in a newspaper of general circulation published and circulated in

the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

The foregoing Ordinance was introduced by Councilmember _____ at a regular meeting of the City Council of the City of Fort Bragg held on June 28, 2021 and adopted at a regular meeting of the City of Fort Bragg held on July 12, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

Bernie Norvell,
Mayor

ATTEST:

June Lemos, CMC
City Clerk

PUBLISH: July 1, 2021 and July 22, 2021 (by summary).
EFFECTIVE DATE: July 12, 2021.



Public Hearing Amending Water Conservation Chapter

City Council Meeting
June 28, 2021

Conservation Chapter 14.06 Update

- × Last update was January, 2016
- × Prior to adding Summers Lane Reservoir to System
- × Challenge with Emergency Triggers
- × Request for additional levels and graduated reductions from Water Boards and Fish and Wildlife
- × Use experience to modify the restrictions to better fit the reduction target

Current Chapter: Establishing a Water Emergency

At least one of the independent triggers:

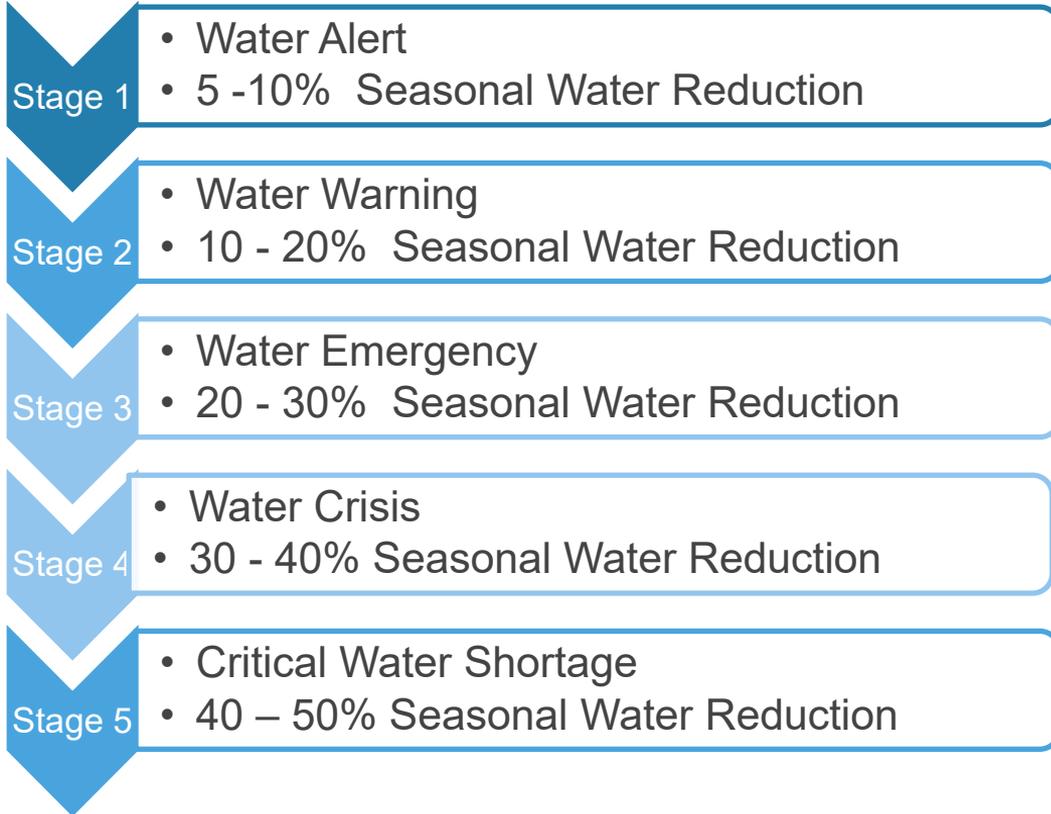
1. Unable to maintain 10% buffer between replenishing storage tanks and the total daily demand;
2. 80% or less in total storage capacity of tanks providing pressure to the system for daily demand;
3. Unable to keep the finished water tanks at predetermined levels for more than 24 hours; or
4. As mandated by the State of California to implement water conservation measures.

Revised Chapter: Determining Conservation Stage

Consider all relevant factors:

1. Any variation in reliability of the water supplies available
2. Availability of other nonpotable water to meet demand
3. Weather and other factors that impact flows
4. Success or lack of success in prior conservation stages

Water Conservation Stages



Other Code Revisions

- × Updated Water Restrictions in each Conservation Stage
- × Focus on Seasonal Water Demand
- × Updated the Minor and Major Offenses in each Conservation Stage

Timeline for Ordinance

June 28th
Introduction
and First
Reading

July 12th
Second
Reading and
Adoption

Effective July
12th on
Adoption

Questions?

Lemos, June

From: K Silva <hiksilva@mcn.org>
Sent: Monday, June 28, 2021 3:36 PM
To: Norvell, Bernie; Morsell-Haye, Jessica; Peters, Lindy; Albin-Smith, Tess; Rafanan, Marcia; Miller, Tabatha; Lemos, June
Subject: June 28 City Council meeting - Agenda Item No. 7A

Dear Mayor Norvell and Fort Bragg City Councilmembers,

I would like to make a comment on Item 7A. of tonight's City Council meeting but I learned that I will likely not be available to do so in person or via zoom this evening.

Here is my comment and I hope you will all get a chance to read it before tonight's meeting:

The first step in reducing water usage is to learn how much you currently use. The Fort Bragg Water Works statements don't make that easy. Generally available information about saving water uses gallons, not the abbreviation "cons" (consumption units) as shown on our statements, as the measurement. A more informative statement could show the number of gallons used in the cons column. Or, at the very least, include a side note somewhere on the statement defining cons as 748 gallons and I would like to suggest that easy improvement.

The current statements lump together the fixed charges with the variable water use charges for both water and sewer. All four amounts should be broken out so customers learn exactly for what they are paying. This is information used to determine the statement totals and will also be easy to include in the statements. It will help customers to understand why their bill may not change much when they reduce their water use. If complete information is easily accessible, then any goal in water use reduction can be easily determined and measured by your customers. I am amazed by the number of people who don't know how much water they use and how much of their payment is going for water use vs. fixed charges.

How about determining the residential base allocations now and suggesting a range of water use per person as a goal for every stage of emergency? A reduction of 10% is difficult when a 2-person household, who determined to keep their water usage low, generally uses 0- 2 cons. But another 2-person household, not concerned about saving water, uses 8- 10 cons and can easily reduce their usage by 10% while continuing lavish water use. A reasonably wide range of water use per person, taking into consideration some homes have laundry and food crops, etc., is a more equitable goal than a flat percentage and could result in a greater overall reduction in water usage.

B. 4. of the ordinance states "Restaurants shall serve water only upon specific request." Washing machines use a sizable amount of our limited water. Perhaps B. 5. should follow the same practice

as B.4. An example: “Lodging establishments shall launder linens only upon specific request. Hotels and motels and other commercial lodging establishments will educate guests about the need for water conservation with a prominent display in the lobby and in the guest rooms, letting guests know that laundering of any linens (sheets, towels, etc.) will only occur upon request.” The goal of offering the passive option for the guests should be saving water, not wasting it.

If B.4. and B.5. are put into effect during a Stage 1 water emergency, rather than waiting for Stage 2 (or made to be standard practice), the slight inconvenience some visitors might feel will be worth the ability to have water available for use by the residents who have no other options.

Thank you for considering my comments and I hope you all have a great meeting.

Kathy Silva
Fort Bragg resident



City of Fort Bragg

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

Text File

File Number: 21-326

Agenda Date: 6/28/2021

Version: 1

Status: Business

In Control: City Council

File Type: Report

Agenda Number: 8A.

Presentation by NHA Advisors on Fort Bragg Unfunded Accrued Actuarial Pension Liability

CALPERS UNFUNDED ACCRUED LIABILITY (UAL) DISCUSSION

COST MANAGEMENT STRATEGIES INCLUDING UAL RESTRUCTURING BENEFITS AND RISKS



NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

JUNE 28, 2021

Table of Contents

- I. Brief Introduction to NHA Advisors
- II. Historical CalPERS Cost Trends & Cost Management Strategies
- III. CalPERS Unfunded Accrued Liability (UAL) Restructuring
 - I. Conceptual Overview, Preliminary Analysis, Benefits/Risks, Other Considerations
- IV. Conclusion

Appendices

A - POB vs. Lease Structure

B - UAL Restructuring Case Studies (Ukiah, Corte Madera, Chula Vista)





I. INTRODUCTION TO NHA ADVISORS

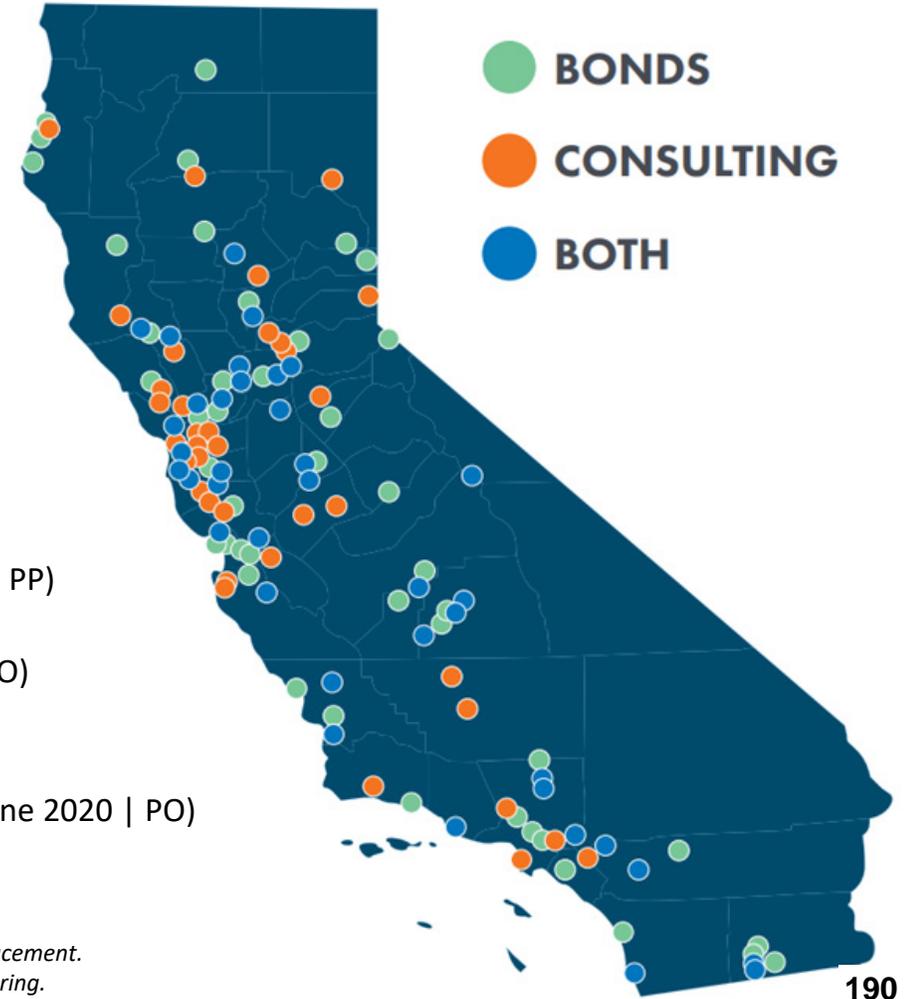
Introduction to NHA Advisors

- ▶ Headquartered in San Rafael, CA
- ▶ 8 Practice Groups to optimally serve public agencies (Pension/OPEB, Utility, Energy/Climate Change, Policy, Continuing Disclosure, Land Development, etc.)
 - ▶ Pension Group has worked with 55+ California entities on (1) CalPERS Education, (2) Cost Management Strategy Evaluation/Implementation and (3) UAL Restructurings

Recent CalPERS Unfunded Accrued Liability (UAL) Restructurings**

- | | |
|--|---|
| ▶ \$100M Rialto Lease (In Process) | ▶ \$49M Ukiah Lease (Dec 2020 PO) |
| ▶ \$36M Martinez POB (In Validation) | ▶ \$6M Novato Sanitary District (Oct 2020 PP) |
| ▶ \$8M Lakeport POB (In Validation) | ▶ \$350M Torrance Lease (Oct 2020 PO) |
| ▶ \$120M National City POB (In Validation) | ▶ \$200M West Covina Lease (July 2020 PO) |
| ▶ \$20M Auburn POB (June 2021 PO) | ▶ \$432M Riverside POB (June 2020 PO) |
| ▶ \$18M Corte Madera POB (May 2021 PO) | ▶ \$120M El Monte POB (June 2020 PO) |
| ▶ \$6M Palos Verdes LD POB (March 2021 PP) | ▶ \$20M North County Fire District POB (June 2020 PO) |
| ▶ \$350M Chula Vista POB (Feb 2021 PO) | ▶ \$18M Grass Valley POB (June 2020 PP) |

NHA Clients Served

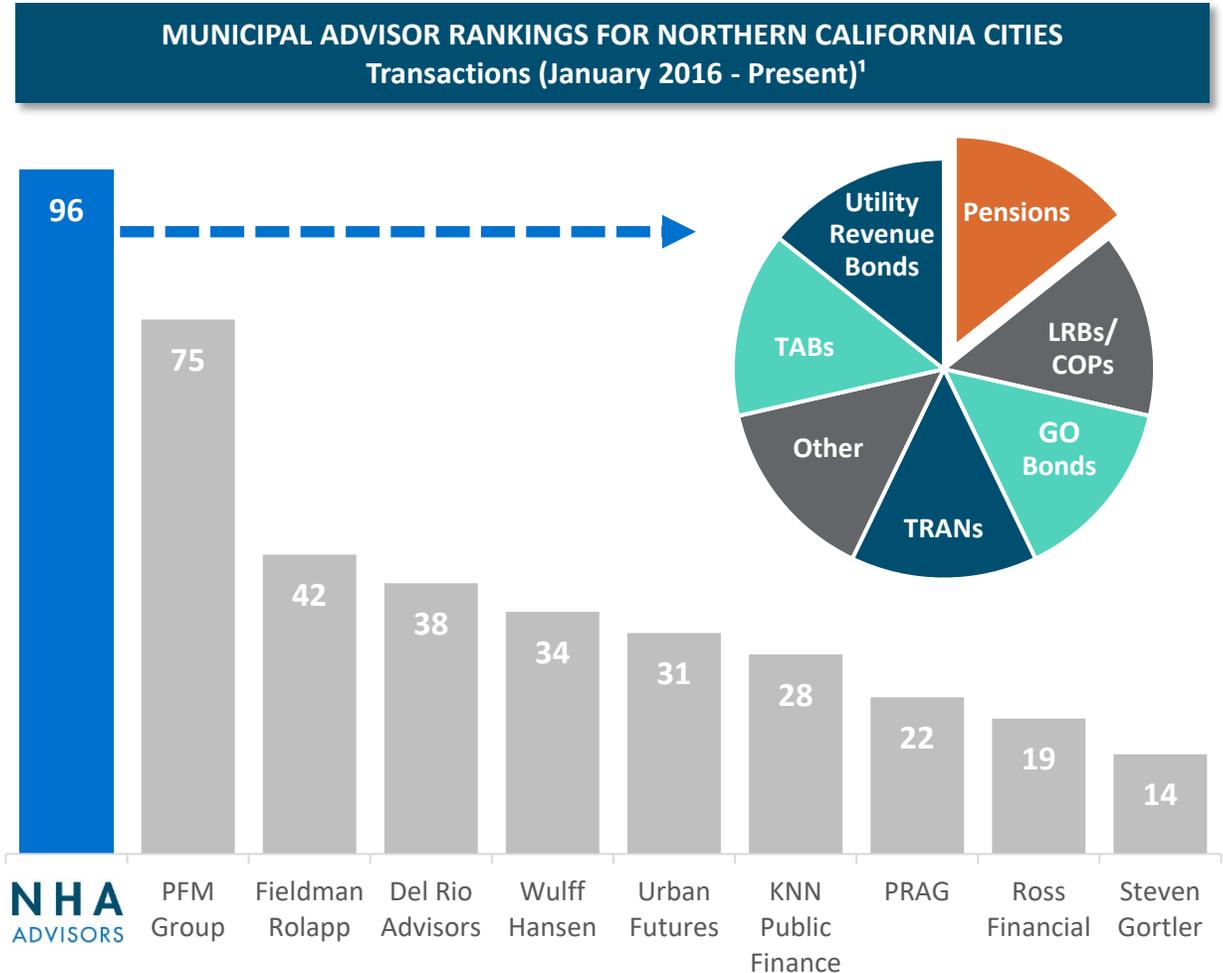


* Source: CDIAC. Includes City-related debt types (Lease revenue, POB, TABs, utility revenue, TRANS, GO Bonds, etc. Excludes land secured financings (CFDs and Assessment Districts).

** PP denotes private placement. PO denotes public offering.

Top-Ranked Advisor to Northern California Cities

- ▶ **Top-ranked municipal advisor to Northern California cities**
- ▶ **Focus on California local public agencies**, with transactions ranging from less than \$1 million to \$500 million
- ▶ Recent projects completed in:
 - ▶ San Francisco, Berkeley, Corte Madera, Napa, Chico, Ukiah, Willits, Novato Sanitary District, Los Altos, San Carlos, Campbell, Hayward, Newark, El Cerrito, Martinez, Gilroy, Morgan Hill, Carmel



NHA's Pension Group

Focused on Education and Translating Complexity

- ▶ Pension Practice Group established in 2014
- ▶ Served 50+ California public agencies
 - ▶ Basic Education (NHA Summary Reports, White Papers & Newsletters, Workshops)
 - ▶ Projection Analysis
 - ▶ Sensitivity Analysis
 - ▶ Section 115 Trusts
 - ▶ Selective Amortization Base Pay-Offs
 - ▶ UAL Restructuring Options
 - ▶ Pension Funding Policies

NHA Pension Group Recent Experience					
	CalPERS Education / Budget Workshops	NHA Pension Report (8-Page Report Distilling Historical Actuarial Report Trends)	Cost Management Strategy Evaluation Process / Workshops (Section 115 Trust, ADPs)	POB Workshops / Evaluation Process (Pros/Cons, Options and Risks)	POB (UAL Restructuring)
Alameda, City of					
Arcata, City of					
Auburn, City					
Belmont, City					
Calaveras Cnty. Water Dist.					
Carmel-by-the-Sea, City of					
Chico, City of					
Chula Vista, City of					
Corcoran, City of					
Corte Madera, Town of					
El Cerrito, City of					
El Monte, City of					
Farmersville, City of					
Gilroy, City of					
Grass Valley, City of					
Grover Beach, City of					
Lakeport, City of					
Lancaster, City of					
Lompoc, City of					
Martinez, City of					
Monterey, City of					
National City, City of					
Newark, City of					
North County Fire Prot. Dist.					
Novato Sanitary District					
Oxnard, City of					
Palos Verdes Library District					
Paso Robles, City of					
Rialto, City of					
Riverbank, City of					
Riverside, City of					
San Carlos, City of					
Torrance, City of					
Ukiah, City of					
West Covina, City of					
Winters, City of					



NHA's Fiduciary-First Approach

Fiduciary Focused

Fact-based, explores ALL options, including "no deal"

Robust discussion of risks & pro/con

Unbiased compensation structure preference

Comprehensive, holistic, policy driven process

Differences

1

2

3

4

Deal Focused

Unsolicited opinions and one recommendation

Gloss over or dismiss risks

Compensation structure promotes transactions

Focus upon transactional savings / results of deal





II. HISTORICAL CALPERS COST TRENDS & COST MANAGEMENT STRATEGIES

Background & Presentation Focus

- ▶ City of Fort Bragg has a \$10.7M Unfunded Accrued Liability (UAL) with CalPERS
 - ▶ Represents shortfall between how much the City has vs. how much it needs to service pension benefits
- ▶ The City's UAL has increased from \$5.5M in 2014 to \$10.7M currently; primarily due to CalPERS assumptions changes (lowering of discount rate to 7%)
 - ▶ Rapidly increasing UAL repayment schedule will continue to put pressure on the City's budgeting and can "crowd out" other community priorities
 - ▶ Creating, discussing, and evaluating a CalPERS pension funding plan, with a full array of options reviewed, is essential for long-term fiscal sustainability and, importantly, to meet the needs/priorities of the community
 - ▶ Past, present and future cost management strategies must be well understood
 - ▶ Past/Present: Annual UAL prepayment, cost-sharing, migration to PEPRAs workforce
 - ▶ Others Available: Section 115, "ADPs" to CalPERS, and restructuring the UAL
- ▶ FY 2021 CalPERS returns are strong ($\approx 18-20\%$) and are likely to reduce City's UAL by over 30%
 - ▶ However, CalPERS is likely to reduce the discount rate again to absorb some of these strong gains
- ▶ Given the complexity, potential risks and ability to secure potentially significant benefits for a public agency, the UAL restructuring strategy will be the focus of this presentation



CalPERS Pension 101

Retirement Plans Overview

- ▶ City has 2 primary CalPERS plans
 - ▶ Miscellaneous: 152 covered members (retired and active)
 - ▶ Safety (Police/Fire): 86 covered members (retired and active)

- ▶ Lower cost/benefit PEPRAs plans will be helpful to manage long term pension costs for new employees
 - ▶ However, approximately 99% of the City's UAL is attributable to Classic (mostly retired/non-active) employees and will not be impacted by the PEPRAs reform

Miscellaneous Plans			
Benefit Group	# of Actives	% of Actives	Benefit Formula
Classic Miscellaneous	21	47%	2% @ 55
PEPRA Miscellaneous	22	53%	2% @ 62
Total Active Members	45	100%	-
Total Covered Members	152	-	-

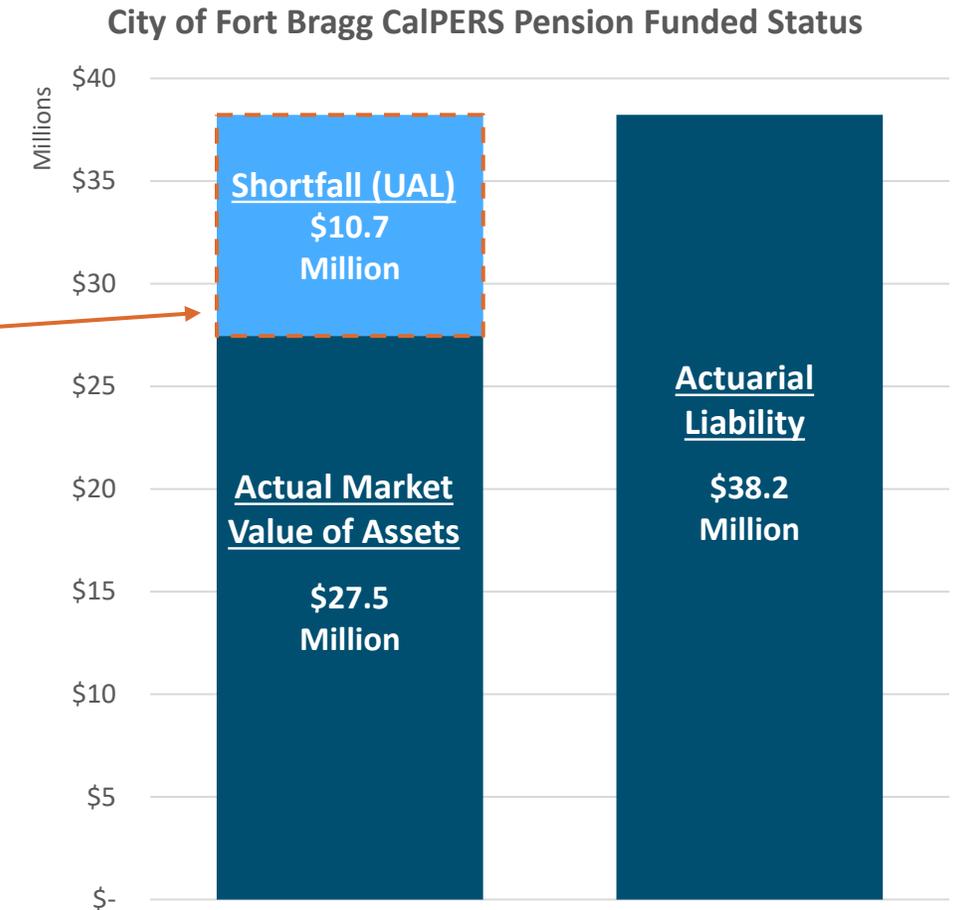
Safety Plans			
Benefit Group	# of Actives	% of Actives	Benefit Formula
Classic Safety Fire	0	0%	-
Classic Safety Police	8	57%	2% @ 50
PEPRA Safety Police	6	43%	2.7% @ 57
Total Active Members	14	100%	-
Total Covered Members	86	-	-



CalPERS Pension 101

Payments Made to CalPERS Annually

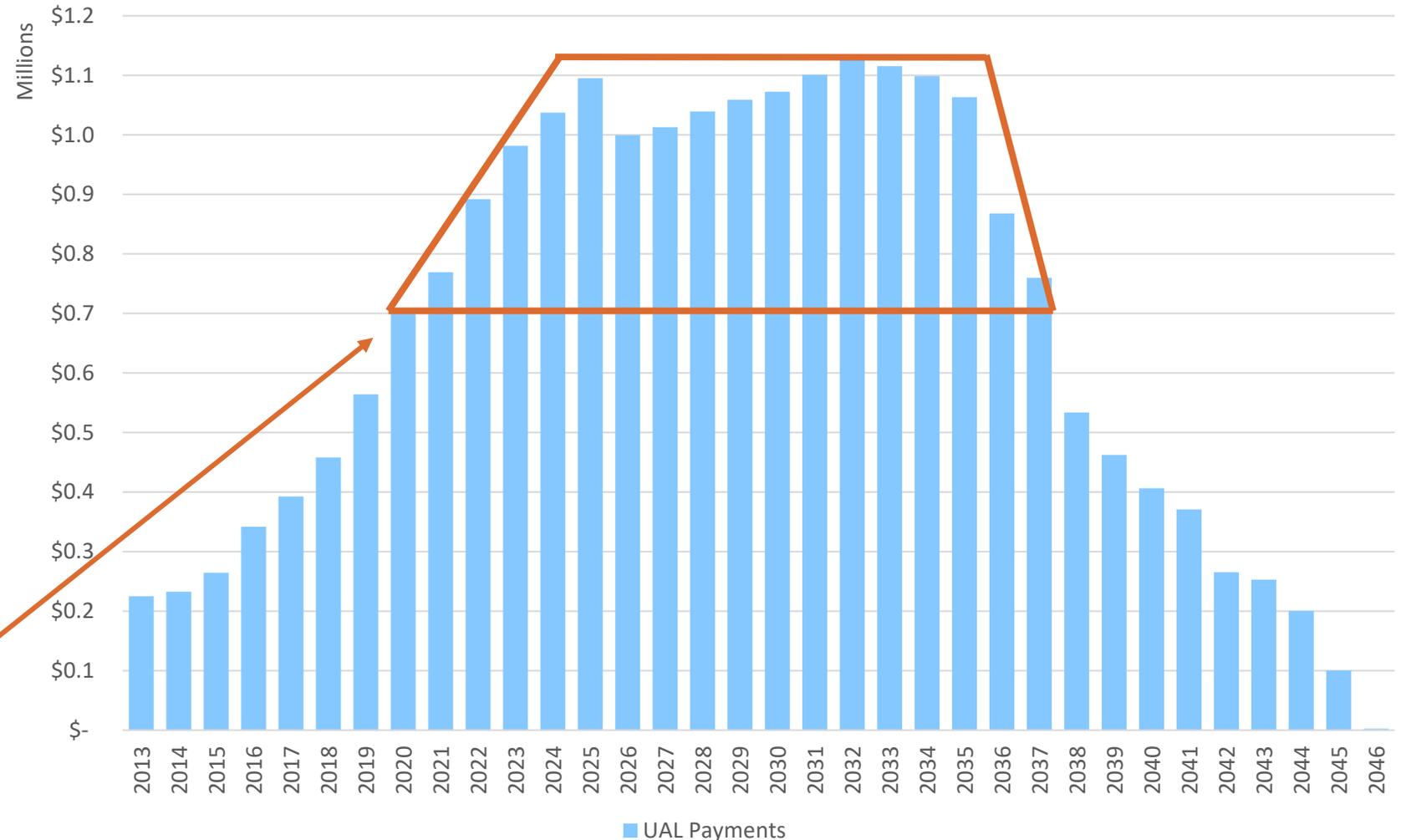
- ▶ Each year, the City makes two types of payments to PERS:
 - ▶ **Normal Cost (NC)** = Annual cost for current employees
 - ▶ **Unfunded Accrued Liability (UAL):** Actuarial Liability MINUS Actuarial Value of Assets
 - ▶ “How much we currently have vs. how much we need to have in the future when people actually retire”
 - ▶ Shortfall not repaid all at once; amortized over a longer period of time with the District paying down a portion each year (principal and interest)
 - CalPERS currently amortizes this debt at a rate of 7%
 - Various components (layers or bases) of the UAL with amortization periods ranging from 4 to 29 years – leads to very irregular repayment shape



CalPERS Historical and Projected UAL Repayment Schedule

\$10.7M UAL @ 7% Interest Rate

- ▶ City's UAL has increased 95% (\$5.5M → \$10.7M) over the last 7 years
 - ▶ Rapidly escalating and uneven UAL & debt repayment shape
 - ▶ UAL payments front-loaded over the next 10 years
- ▶ \$5.0M of cumulative payment increases over next 15 years above FY 2020 levels



Historical PERS Returns

5-Year: 6.3%
10-Year: 8.5%
20-Year: 5.5%
30-Year: 8.0%

Why CalPERS Costs are Trending Higher

Then ...

- ▶ PERS investment returns were robust (10%+)
 - ▶ Retirement plans were “Super-Funded” through the late 1990s
 - ▶ Earnings on funds were more than adequate to cover retirement costs
- ▶ Super-funded Status induced widespread retirement benefits enhancements

Now ...

- ▶ Sluggish investment growth (<6%)
- ▶ Assumptions are changing
 - ▶ Expected returns: 8.25% → 7.75% in 2003; 7.75% → 7.50% in 2013 → 7.00% by 2020
 - ▶ Mortality rates (people living longer)
 - ▶ Actuarial Valuation → Market Valuation
- ▶ Shorter (20 year) UAL amortization periods
- ▶ Unfunded liabilities are rapidly growing
 - ▶ City’s Miscellaneous Plan UAL has grown from \$2.7M to \$5.6M over last 7 years
 - ▶ City’s Safety Plan UAL has grown from \$3.0M to \$5.1M over last 7 years



Strategies to Address Rising Pension Costs

These Strategies are Not Mutually Exclusive

(1) Prepay UAL early in Fiscal Year ($\approx 3.4\%$ discount) – **City uses this strategy**

(2) Negotiate Cost Sharing With Employees – **City has completed**

- Require employees to pay their share; New employees already governed by lower cost/benefit PEPRAs

(3) Fresh Start Amortization w/ CalPERS

- Pros: Smooths payment, shortens repayment period; reduces overall interest paid from shorter amortization period
- Cons: New structure “locked-in” (no flexibility) + increased annual payments in near term; still amortized at 7% interest rate

(4) Use Cash Reserves to Pay Extra (two options) – **City has used this strategy**

- Section 115 Trust - Separate trust solely dedicated to pension/OPEB
 - City maintains Section 115 Trust for OPEB
- Lump Sum Pay Down of UAL – Reduce UAL through ADPs (Additional Discretionary Payments)
 - Choose optimal amortization bases to pay off

(5) Restructure All or Portion of Remaining UAL

- Restructure portion of UAL at lower bond interest rate (i.e. 3.50% vs. 7.0%) and “smooth out” payments for enhanced budget predictability, near and mid term savings, and preservation of cash for other critical projects



The CalPERS Pension Challenge

How Are Other CalPERS Agencies Tackling the Challenge

Using Cash Reserves / Annual Surplus

- **Section 115 Trust:** Increased Earnings + Budgetary Flex
- **ADPs - Additional Discretionary Deposits:** Strategic Pay Down of UAL Layers
- *Note: Can Reappropriate Cash for CIP to UAL; Use Cash for ADP/115 (High-Cost Debt) and Tax-Exempt Bonds for CIP (Low-Cost Debt)*

Section 115 Trusts:

300+ Agencies
(≈150 cities)

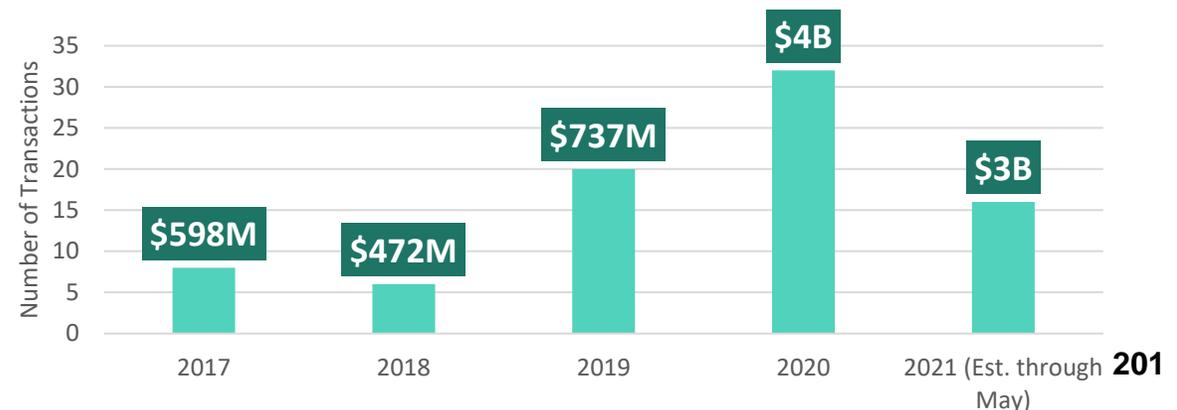
ADPs:

168 Different
Employers for **431**
distinct ADPs in 2020

Restructuring UAL Using Debt

- **Convert 7% Debt to 3.0% - 3.5% Debt** (Current Market)
- **Smooth Payments** for Predictability, Sustainability and Budgetary Savings
- *Note: Can Tailor Repayment Shape Around Other General Fund Liabilities for Holistic Strategy*

Est. CA Pension Transactions (# of Deals & UAL Amount)





III. CALPERS UAL RESTRUCTURING

CONCEPTUAL OVERVIEW, PRELIMINARY ANALYSIS, BENEFITS/RISKS, OTHER CONSIDERATIONS

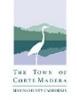
Restructuring UAL Debt – Conceptual Overview

- ▶ Borrow money to pay off all or a portion of UAL with CalPERS
 - ▶ Pension Obligation Bond (POB) is typically utilized
 - ▶ Unsecured debt (no collateral required)
 - ▶ “Court Validation” to confirm UAL is a “debt” that can be refinanced (typically a 3-to-4-month process)
 - ▶ Validation provides foundation to issue POBs now or anytime in the future if approved by City Council at a later date
 - ▶ Alternative option is lease revenue bond (common assets: streets, buildings, parks)
- ▶ Interest rate paid on a POB significantly lower than the 7% CalPERS charges
 - ▶ Current market is 2.75% to 3.75% depending on size, length of term and credit rating
- ▶ Restructuring the annual payments into a smoother, predictable schedule is core objective
- ▶ **Key risk / consideration: re-investment and market timing risk**



Pension Bond Market Update - Recent Issuances

- ▶ Over the last 12 months, about 50 agencies have issued UAL Restructuring Bonds for over \$6 billion in UAL funded
 - ▶ Interest rates have ranged from 2.54% to about 4.25%
- ▶ 9 of last 10 cities to come to market in 2021 have achieved < 3.0% interest rates
 - ▶ Chula Vista, El Cajon, El Segundo, Corte Madera, Auburn, Huntington Beach, Orange, Downey, Monterey Park

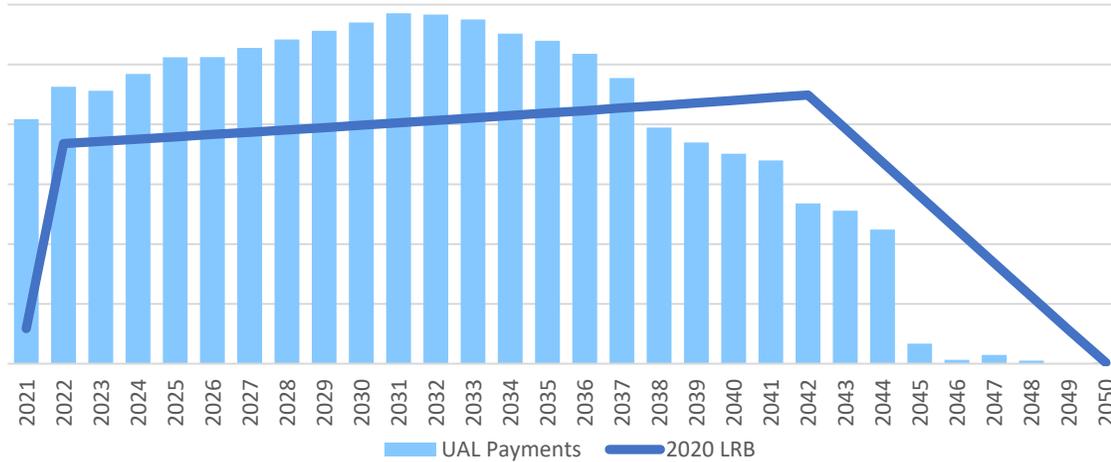
								
Auburn	El Segundo	Willows	Central Marin Police Authority	Corte Madera	Manhattan Beach	Huntington Beach*	Orange	Chula Vista
(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)
\$17,165,000	\$144,135,000	\$8,510,000	\$26,505,000	\$18,955,000	\$91,275,000	\$363,645,000	\$286,485,000	\$350,025,000
AA+	AA+	A+	AAA	AAA	AAA	AA+	AA	AA
								
Downey	Monterey Park*	El Cajon	Ukiah	Coachella	Gardena	Arcadia	Placentia	Torrance
(2021)	(2021)	(2021)	(2020)	(2020)	(2020)	(2020)	(2020)	(2020)
\$113,580,000	\$106,335,000	\$147,210,000	\$49,875,000	\$17,590,000	\$100,590,000	\$90,000,000	\$52,950,000	\$349,515,000
AA	AA	AA	A+	AA-	AA-	AAA	BBB+	AA
								
Novato Sanitary District	Azusa	Pomona	West Covina	Grass Valley	North County Fire Protection District	Carson	El Monte*	Riverside
(2020)	(2020)	(2020)	(2020)	(2020)	(2020)	(2020)	(2020)	(2020)
\$6,467,000	\$70,075,000	\$219,890,000	\$204,095,000	\$18,311,000	\$20,305,000	\$108,020,000	\$118,725,000	\$432,165,000
Private Placement	AA-	AA-	A+	Private Placement	AA-	AA-	A+ (Ins.)	AA



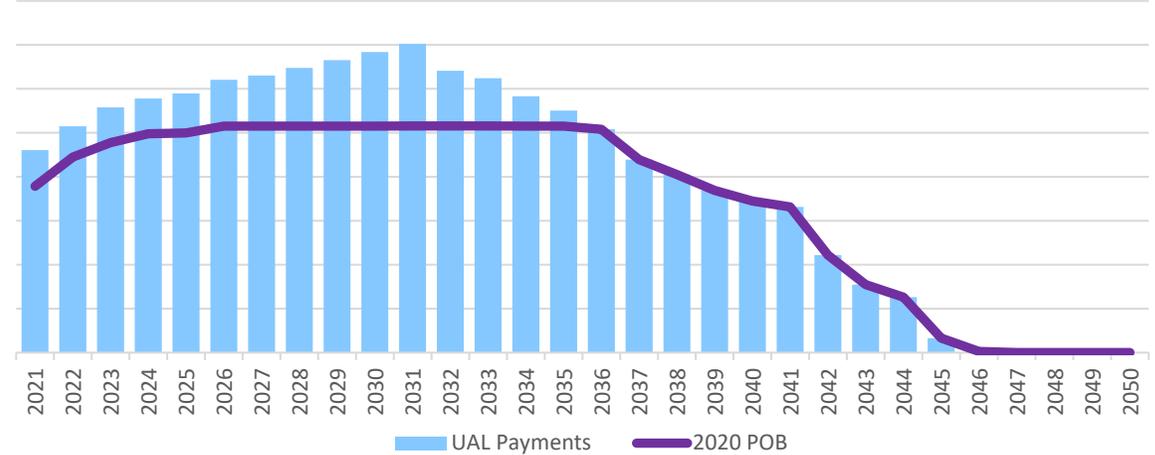
Recent Issuances: Restructuring for Smoothing is a Common Strategy

No One Size Fits All: Term and Shape of Repayment Unique to Each Issuer

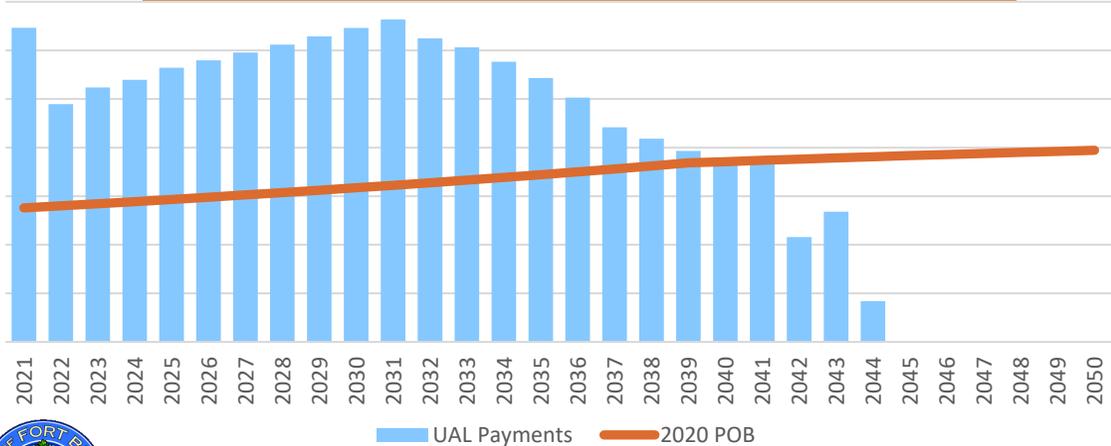
Ukiah: Upfront Relief + 1% Escalating + Linear Decline to 2050



Riverside: Targeted Early Savings + "Chop the Peak" + No Dissavings



El Monte: 30-Year Restructuring Accommodating Pension Tax Override



Corte Madera: 24-Year Level



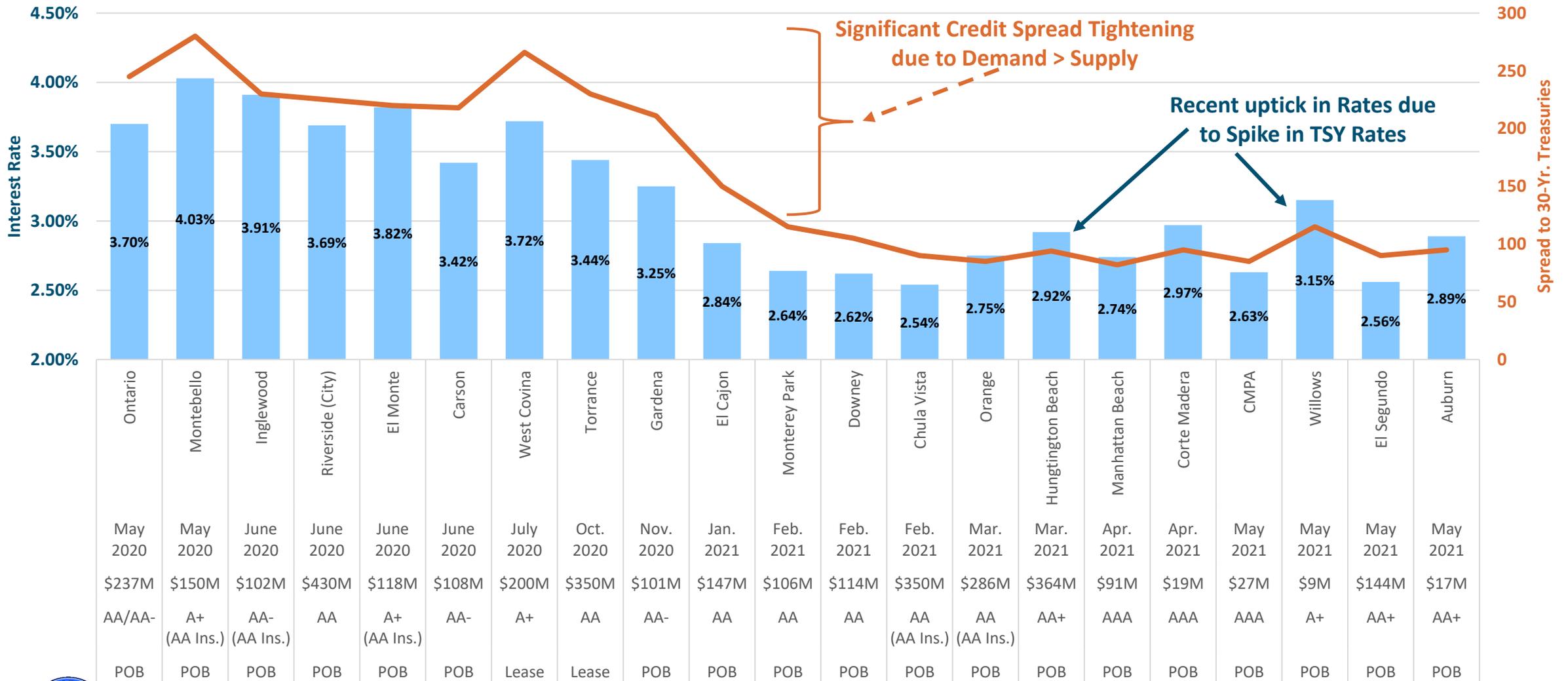
Taxable Interest Rate Trends (30-Year Treasury Rates)



*Interest rates through June 18, 2021.



Pension Bond Market Update: Interest Rates (Blue Bars) Have Dropped Dramatically due to Growing Investor Demand (Orange Line)

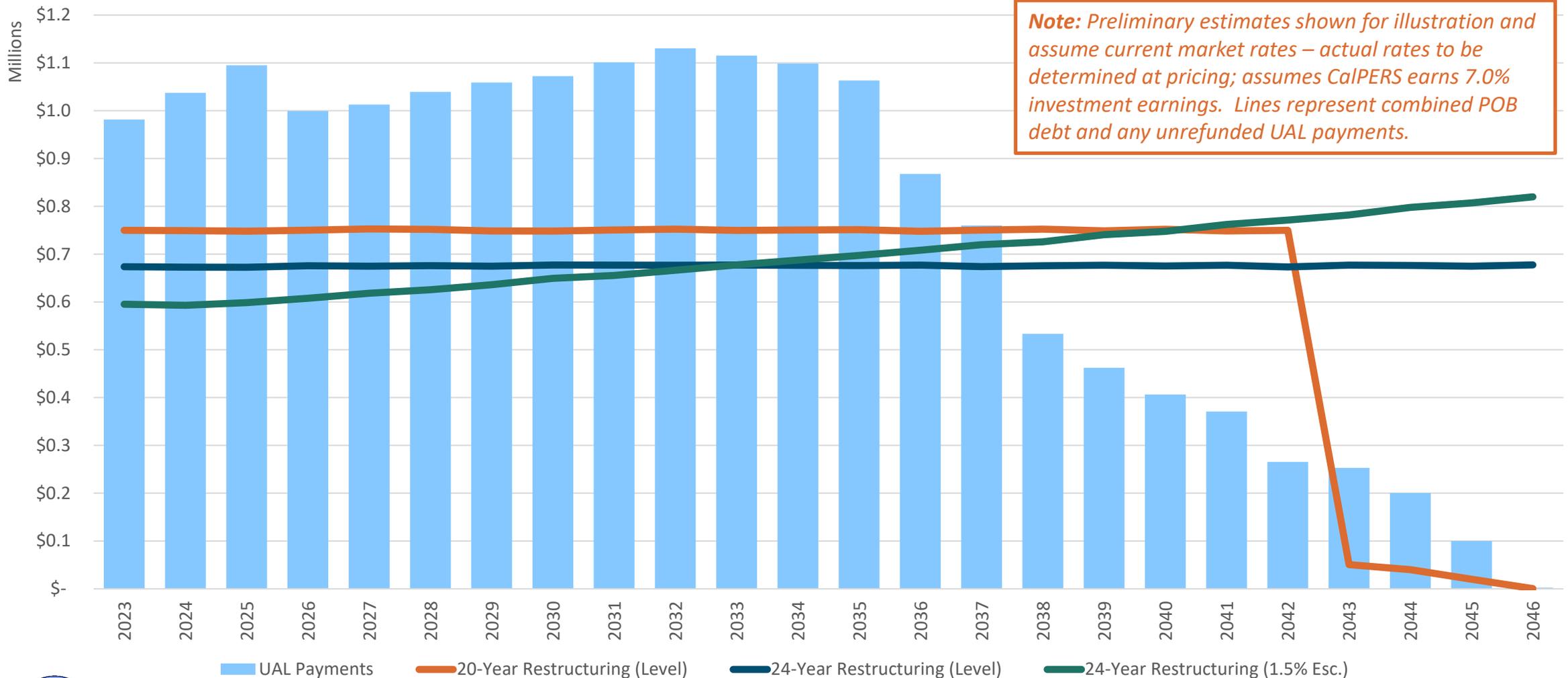


Note: Spreads and interest rates should be considered best estimates. Rates reflect estimated TIC or all-in TIC.



Preliminary UAL Restructuring Options for Fort Bragg

80% of UAL Funded: 20- and 24-Year Maturities



Preliminary UAL Restructuring Options: Savings Analysis

- ▶ PV savings ranges from \$2.3M - \$2.5M
 - ▶ 27.0% - 29.8% of refunded UAL
- ▶ Savings through peak period (FY 2036) estimated at \$4.2M - \$5.7M
 - ▶ \$298K - \$404K annually on average

Metrics	20-Year Restructuring (Level)	24-Year Restructuring (Level)	24-Year Restructuring (1.5% Esc.)
UAL Funded (\$)	\$8,414,452	\$8,414,452	\$8,414,452
UAL Funded (%)	80%	80%	80%
Funded Ratio	94%	94%	94%
Maturity	20 Years	24 Years	24 Years
Average Life	12.1 Years	15.4 Years	16.8 years
All-In Interest Rate	3.40%	3.55%	3.60%
Present Value Savings (%)	29.75%	27.69%	27.01%
Present Value Savings (\$)	\$2,503,505	\$2,329,731	\$2,272,508
Cumulative Savings	\$2,913,478	\$1,812,343	\$1,337,158
Savings (2023-2036)	\$4,172,496	\$5,215,360	\$5,657,006
Avg. Annual Savings (2023-2036)	\$298,035	\$372,526	\$404,072

Note: Preliminary estimates shown for illustration and assume current market rates – actual rates to be determined at pricing; assumes CalPERS earns 7.0% investment earnings.



Preliminary UAL Restructuring Options - Takeaways

- ▶ 3 preliminary options presented for simplicity
 - ▶ Many options are available to evaluate (shapes, maturities, sizes, etc.) if more comprehensive evaluation process is initiated – can be tailored to individual objectives, risk/reward tolerance, and financial constraints
 - ▶ \$8.4M preliminary size? → Takes into account likely reduction in UAL from FY 2021 returns
 - ▶ Maximize savings while reducing risk of being “overfunded”
- ▶ Tradeoffs between shorter and longer maturities
 - ▶ Shorter: More cumulative savings, but less over next 14 years and less resiliency to handle future economic shocks, including CalPERS’ underperformance
 - ▶ Longer: Less Cumulative savings, but more in the next 14 years & increased long-term resiliency
- ▶ A stress testing process is highly recommended to understand the core risk of a POB, which is **re-investment and market timing risks (see next page)**
 - ▶ Quantifies the cash flow impact to the City, with and without a UAL restructuring, under various future CalPERS return scenarios
- ▶ A **Pension Funding Policy** should be adopted to provide roadmap for addressing this challenge



Pension Bonds - Benefits and Risks

BENEFITS

- ▶ Enhanced Fiscal Sustainability Budget Predictability through Lower and Smooth Repayment Shape
- ▶ Interest Rate / Budgetary Savings
- ▶ Increased Funding Ratios of Retirement Plan
- ▶ Flexibility to Tailor Duration (Term) and Shape of Repayment to City's Needs
- ▶ Enhance Service Levels, Capital Project Funding and/or Reserve Levels using projected savings and increased cash flow

RISKS / CONSIDERATIONS

- ▶ Re-investment/Market Timing Risk: Present value (PV) savings is ultimately dependent on future CalPERS returns, which are unknown at time of issuance
 - ▶ *PV savings occur if CalPERS return earns more than POB interest rate over life of debt*
- ▶ Future UAL Can Still Appear – Whether a bond is issued or not, the District's UAL can grow (or reappear) in the future based on below average CalPERS investment returns
 - ▶ *Near-term losses may mean new UAL added is higher under a bond scenario than without*

*These risks could be quantified through a **stress testing process** to better understand the impacts of potential poor investment performance by CalPERS*

What if CalPERS only earns 5%?

What if there is another 2008-like recession?

What if discount rate is reduced to 6.50%?



Government Finance Officers Association (GFOA)

GFOA's 2015 POBs Critique and How Current POBs Differ

Invested pension bond proceeds might earn less than the borrowing costs

- Yes. Instead of CalPERS's expected earnings rate of 7.0%, lower actual returns could occur. The chances of long-term returns being below current < 3.50% borrowing costs are low, but they do exist. A "stress testing" process is often helpful to better quantify this risk (i.e., analysis based on CalPERS earning poor returns in future)

"Pension bonds are complex instruments that carry considerable risk...and may include swaps or derivatives..."

- No. Current pension bond issuances are fixed rate bonds that typically do not include swaps or derivatives.

"Issuing taxable debt to fund the pension liability increases the jurisdiction's bonded debt burden and potentially uses up debt capacity..."

- No. Pension bonds replace all or a portion of an agency's payments to PERS with debt service on the bond. It is converting one liability for another on the balance sheet at a lower interest rate. A lease bond will reduce asset capacity for future issuances.

Pension bonds are "typically issued without call options" making it more difficult to refund bonds if interest rates fall or a different debt service structure is desired in the future.

- No. Nearly all recent pension bonds are issued with an optional redemption feature, allowing agencies to refinance or accelerate repayment upon them in the future.

"Pension bonds are frequently structured in a manner that defers the principal payments..."

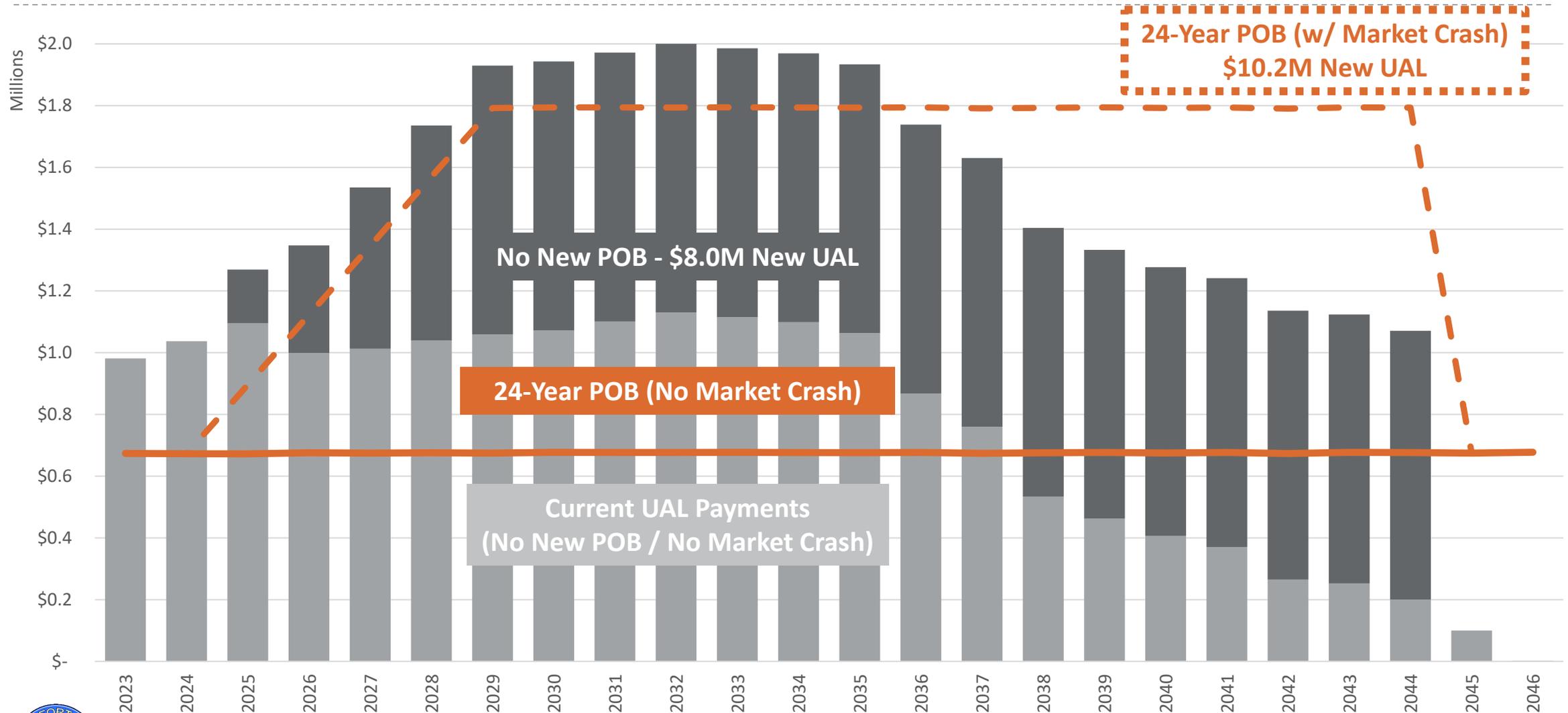
- Not Always. Most of the recent pension bonds amortize principal immediately. Shortening, lengthening, or maintaining the same term of payments is at the discretion of each agency.

"Rating agencies may not view the proposed issuance of Pension bonds as credit positive..."

- Not true if pension bond is prudently structured to increase payment affordability, financial flexibility and resiliency as part of a policy driven reserves and pension funding strategy.



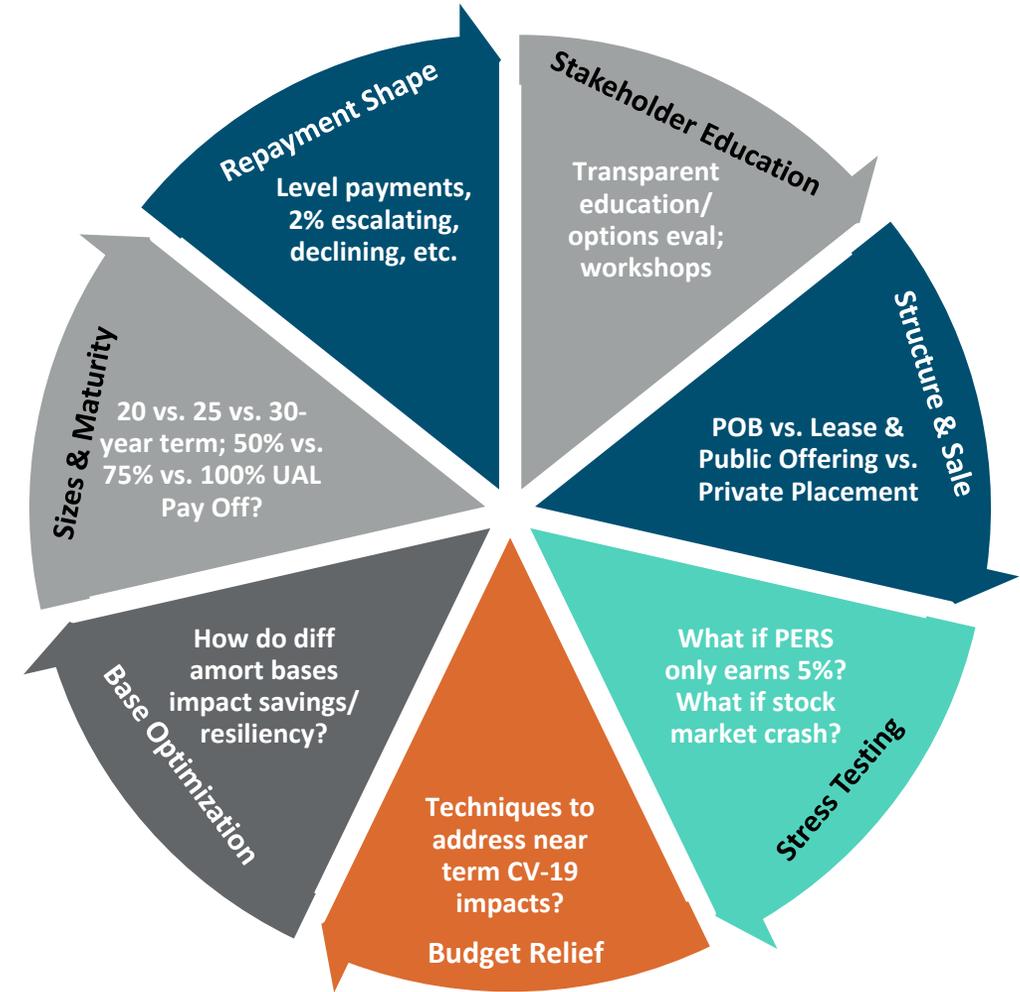
Preliminary Stress Test for Fort Bragg* -22% Negative CalPERS Returns in First Year After Issuance (Savings Reduced to \approx \$0 Breakeven)



* NHA is not an actuary. Analysis should be considered best estimates for presentation purposes.

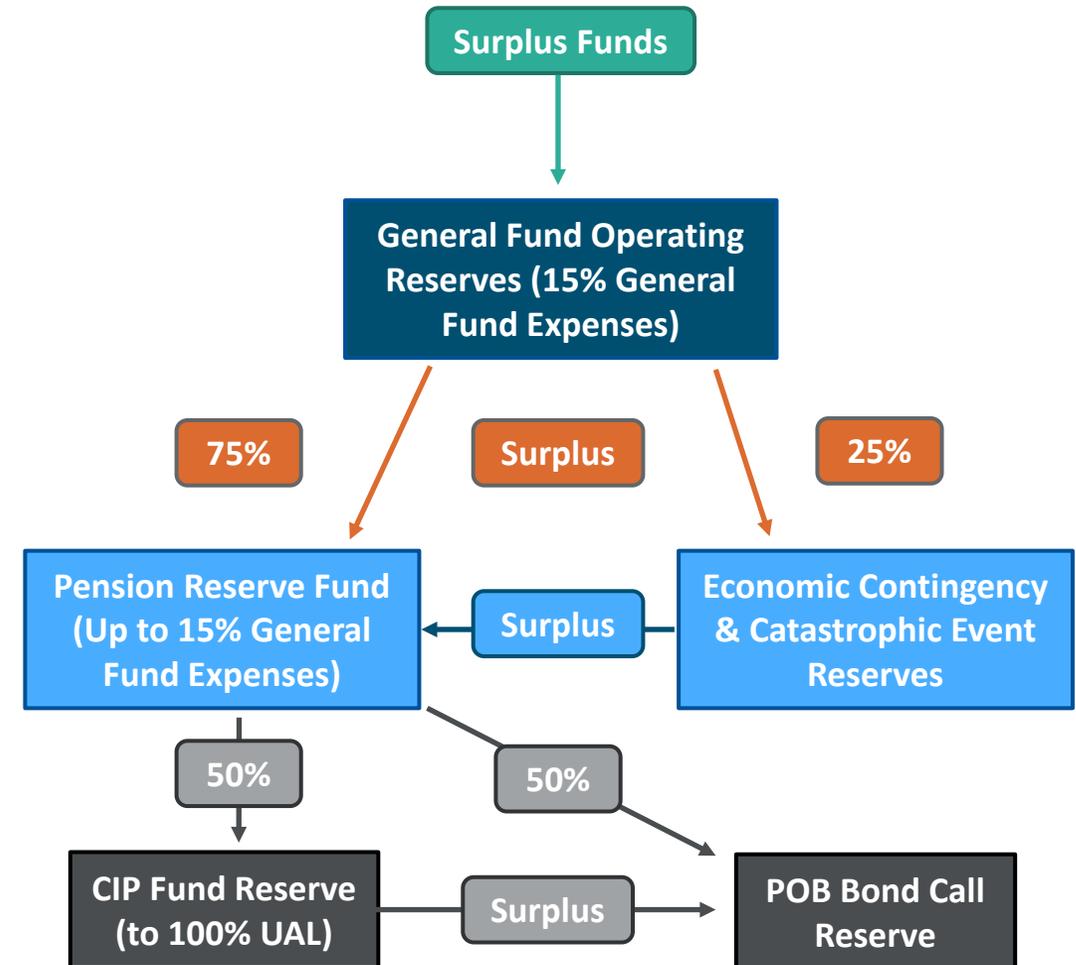
Components of a Thoughtful Evaluation Process

- ▶ Proper Stakeholder education
 - ▶ Full exploration of options
 - ▶ Shapes, sizes, durations
 - ▶ Tailor to City’s financial objectives, risk tolerance and other constraints
- ▶ **Stress testing process to quantify risks**
 - ▶ Utilize GovInvest, Municipal Advisor and/or Actuary to project cash flow impacts with & without pension bond
- ▶ Structuring techniques to optimize savings / resiliency to future PERS volatility
- ▶ Market timing of investing proceeds
- ▶ Restructuring strategy and use of future savings should be governed by a **Pension Funding Policy (see next page for example)**



Recommendation: Pension Funding Policy (Illustrative Purposes)

- ▶ Integrated into a comprehensive reserve policy
 - ▶ Provides direction and prioritization to use surplus funds for “filling up” City reserves and other important accounts
- ▶ Detailed projections that account for positive pension bond cash flow benefits under different CalPERS performance assumptions can be a very strong planning tool
 - ▶ Also, a “credit positive” by rating agencies
- ▶ Beyond economic contingency reserves, surpluses may also be targeted towards funding Section 115 Trusts for additional future smoothing, if needed, of pension costs
- ▶ Finally, funding an early redemption account of POBs, as well as other priority capital project funds may be considered





IV. CONCLUSION

Conclusion

- ▶ The City's Pension Liability is the largest General Fund debt on its balance sheet
 - ▶ Debt has grown significantly over the past 7 years
 - ▶ During this time annual payments to retire this debt have grown and these annual payments are projected to continue growing over the next decade
- ▶ Funding and Restructuring this pension Liability would be a very complex undertaking:
 - ▶ The problem, the options and the risks must be translated properly to decision-makers and stakeholders
 - ▶ Quantitative aspects require significant iterations to optimize results
 - ▶ Risks are quantifiable; but the City must make its own informed decision that weighs the risks vs. rewards
- ▶ Given the potential benefits, but also knowing the complexity inherent in such an important decision for the City, it is recommended that a comprehensive evaluation process be pursued to ensure that decision makers and stakeholders understand the pros and cons, including risks, in order to make an informed decision that is in the best interests of the City
- ▶ It is highly recommended that a Pension Funding Policy be integrated within the City's robust reserves policy and its long-term forecasting process to create a roadmap for addressing this long-term challenge regardless of whether the UAL is restructured or not



Regulatory Disclosures

NHA Advisors, LLC is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board (“MSRB”). As such, NHA Advisors, LLC has a Fiduciary duty to the public agency and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the public agency with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to the public agency’s determination as to whether to proceed with a course of action or that form the basis for any advice provided to the public agency; and
- d) undertake a reasonable investigation to determine that NHA Advisors, LLC is not forming any recommendation on materially inaccurate or incomplete information; NHA Advisors, LLC must have a reasonable basis for:
 - i. any advice provided to or on behalf of the public agency;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the public agency, any other party involved in the municipal securities transaction or municipal financial product, or investors in the public agency securities; and
 - iii. any information provided to the public agency or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty

NHA Advisors, LLC must deal honestly and with the utmost good faith with the public agency and act in the public agency’s best interests without regard to the financial or other interests of NHA Advisors, LLC. NHA Advisors, LLC will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as applicable). NHA Advisors, LLC will not engage in municipal advisory activities with the public agency as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the public agency’s best interests.



POB vs. LRB: Overview Comparison

POB

(most utilized method for UAL Restructure)

- Validation Required to confirm UAL as existing “debt” that can be refinanced
- Pros – Unsecured / No asset required, same rating as Issuer Credit Rating (1-notch higher than LRB); lower interest rate than LRB (likely 0.10% to 0.20% lower)
- Cons – 3- to 5-month timeframe; potential legal challenges; limited direct placement investors

Lease Revenue

(less used, but increased activity recently)

- Recent Assets utilized (buildings, streets, parks)
- Pros – no validation process required so about 2 months quicker process than POB; potentially more flexibility with use of proceeds (timing of deposits to CalPERS/115 Trust); efficiencies if new money raised for capital projects (separate tax exempt series)
- Cons – using up asset capacity, 1 notch lower rating; 0.10% to 0.20% higher interest rate

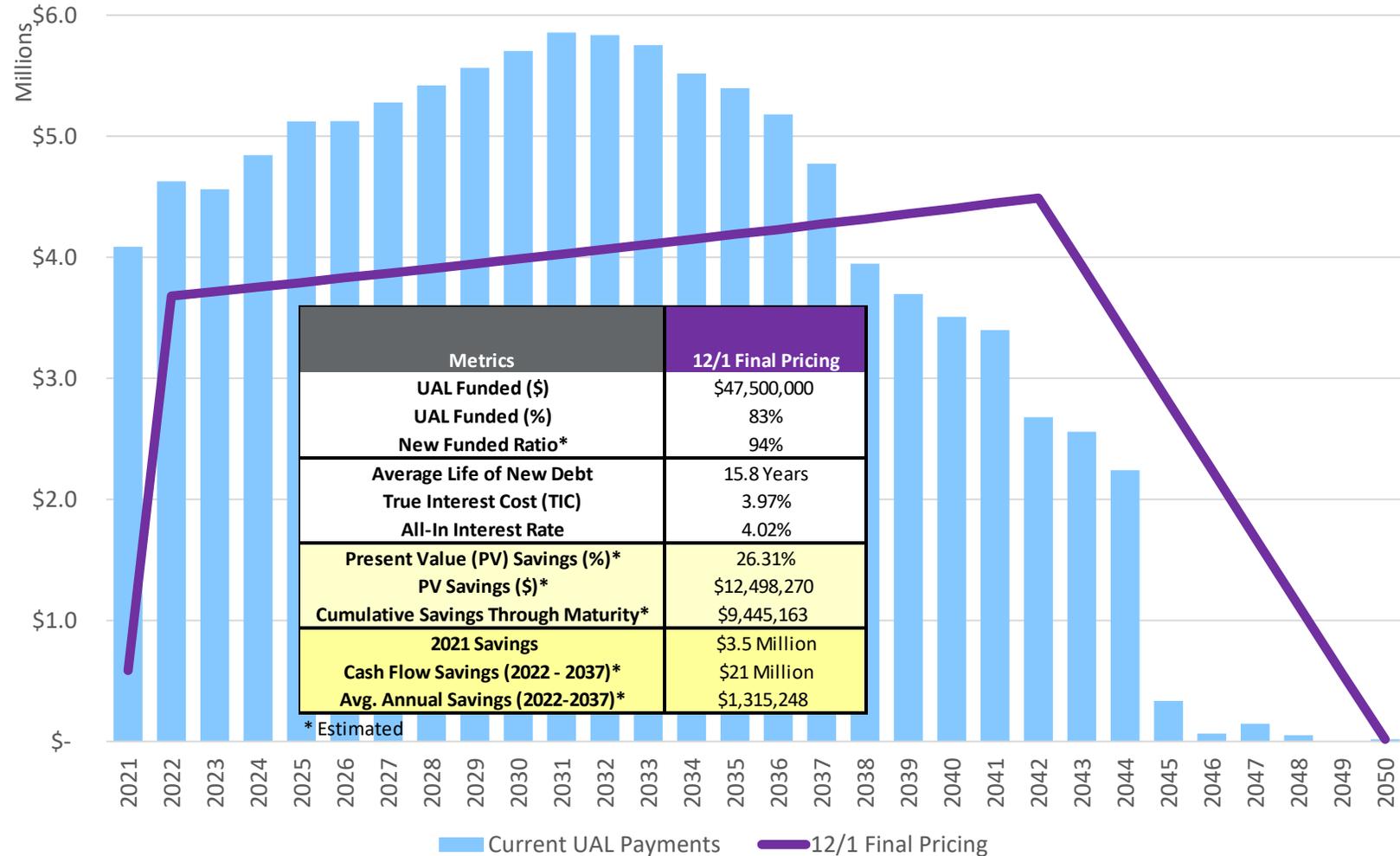




CASE STUDY

\$47,500,000
City of Ukiah
2020 Taxable Lease Revenue Bonds (LRBs) – “A+” Rated
Sold: December 1, 2020 @ True Interest Cost: 3.97%

- ▶ City restructured 83% of its UAL at a 3.97% True Interest Cost
 - ▶ **Utilized Lease Revenue Bond**
 - ▶ **City streets used as asset**
- ▶ Savings - \$24.5 million estimated over next 15 years; Present Value of \$12.5M (26%)
 - ▶ \$3.5M of upfront reimbursement in FY 21 to bolster reserves
- ▶ Resilience – Enhanced ability of City and taxpayers to absorb future economic downturns
- ▶ Increase pension funding ratios of both Safety and Miscellaneous Plans to ≈ 94%
- ▶ Engaged and robust stakeholder education process
- ▶ Contacts: Sage Sangiacomo (City Manager) and Dan Buffalo (Finance Director)

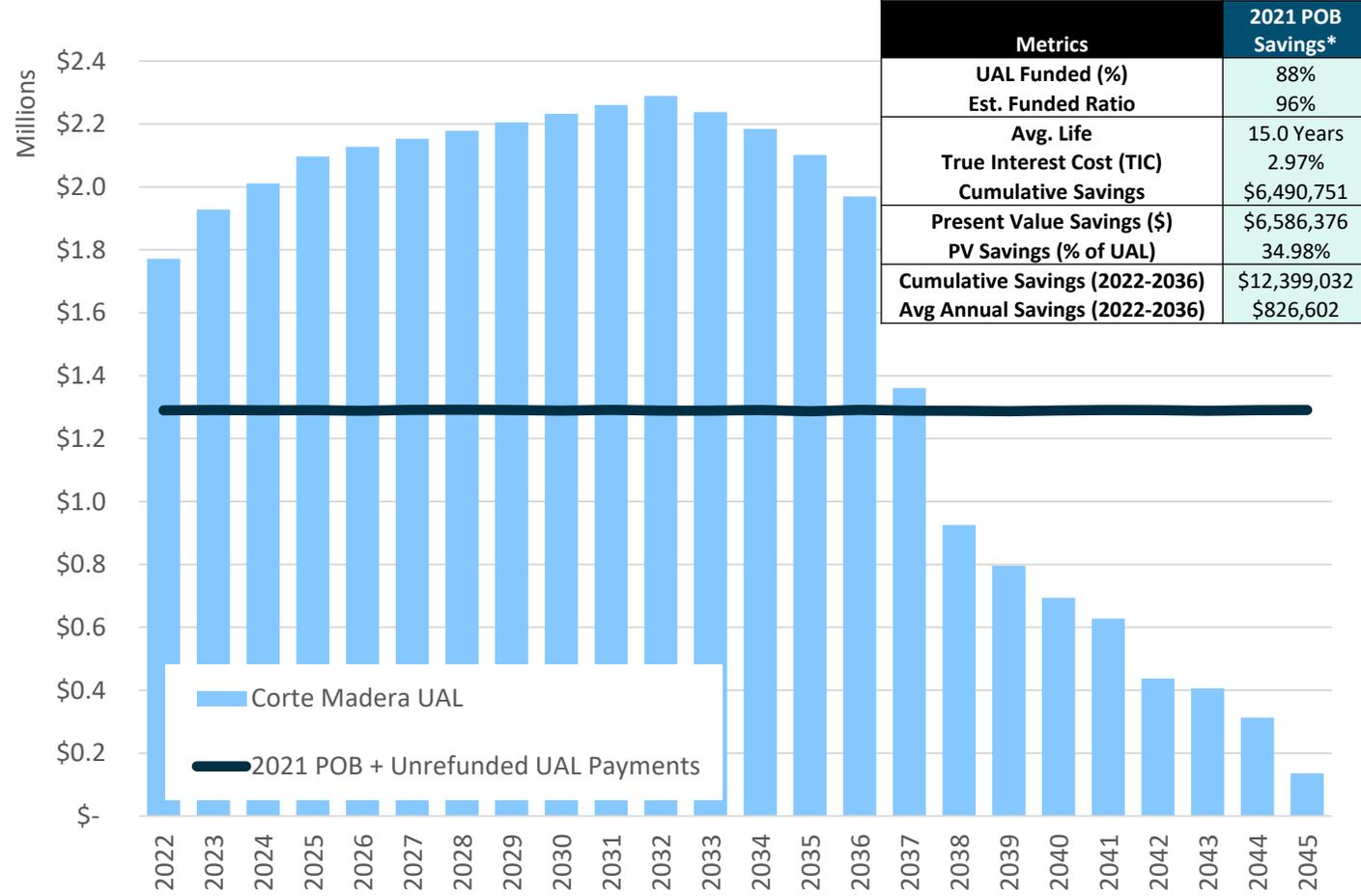




CASE STUDY

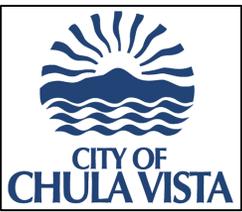
\$18,955,000
Town of Corte Madera
2021 Pension Obligation Bonds (POBs) – “AAA” Rated
Sold: April 29, 2021 @ True Interest Cost: 2.97%

- ▶ **Enhanced Financial Resiliency:** Results of “*What-If*” stress-testing / risk assessment demonstrates that Town can now better absorb increased payment shocks from CalPERS underperformance
- ▶ **Comprehensive & Inclusive 18-month Evaluation Process:** Considered wide array of options, GFOA/stakeholder objections, opportunities and risks
- ▶ **Pension Funding Policy:** Commits Town towards financial path to address pension challenge
 - ▶ Includes dedicating POB savings towards reserves, Section 115, CalPERS ADPs and early POB pay off
- ▶ **Credit Rating Upgrade to “AAA”!** Town upgraded from AA+ to AAA based on improved financial performance, new financial policies and multipronged pension funding strategy
- ▶ **Savings!** \$12,400,000 estimated savings over next 15 years
 - ▶ Over \$6,500,000 present value (35% of Refunded UAL) savings overall*



* Projected savings assumes CalPERS earns 7.0% investment earnings; navy blue line represents combined POB debt service and unrefunded UAL. UAL figures sourced from 6/30/2019 CalPERS Actuarial Valuation reports.



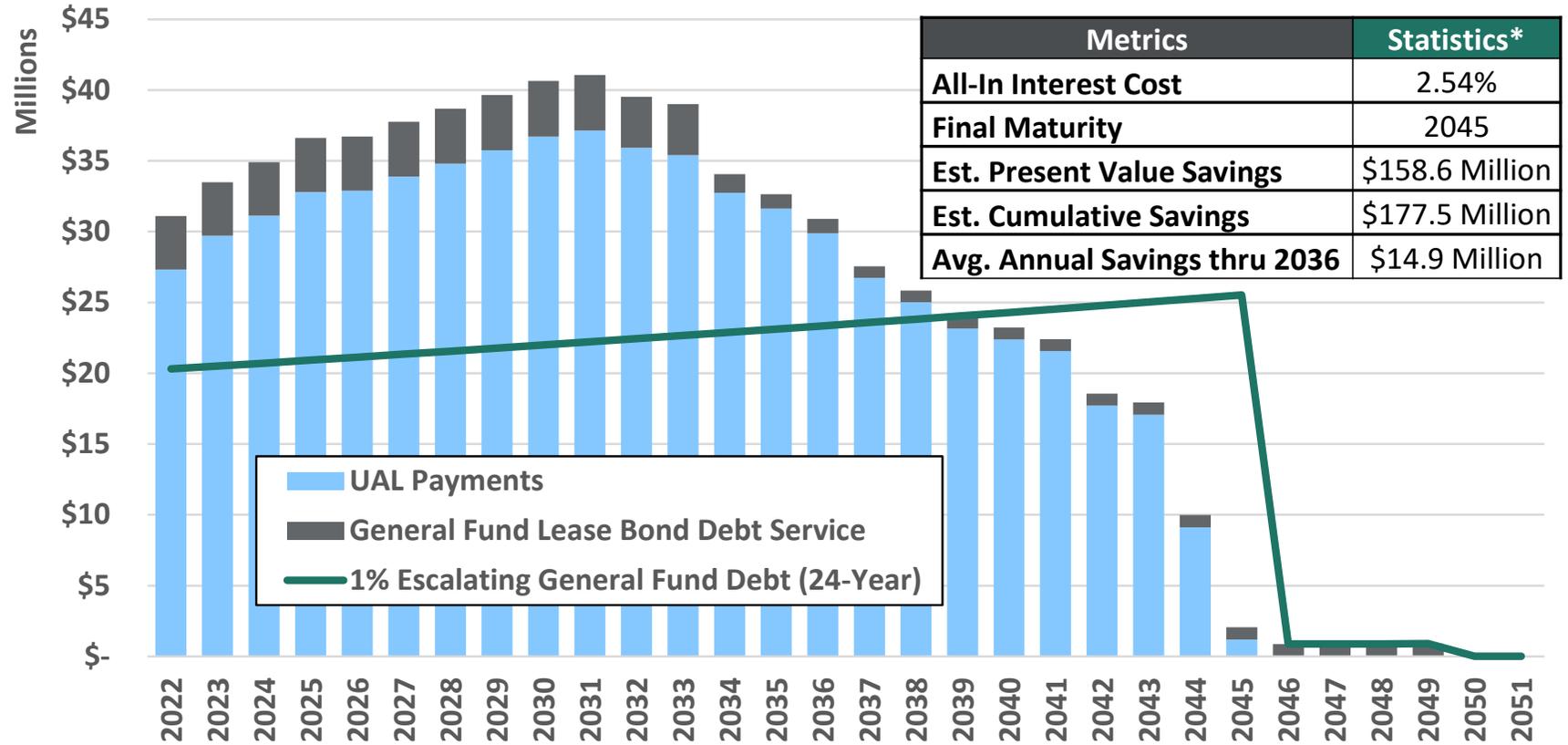


CASE STUDY

\$350,025,000
 City of Chula Vista
2021 Pension Obligation Bonds (POBs) – “AA” Rated
 Sold: February 11, 2021 @ All-In Cost: 2.54%

- ▶ **Savings!** \$15 million average annual savings over next 15 years; Over \$150 million net present value (44% of Refunded UAL)*
- ▶ **Enhanced Financial Resiliency:** City can now better absorb increased payment shocks from CalPERS underperformance
- ▶ **Inclusive 15-month Evaluation Process:** Considered wide array of options, objections, opportunities and risks
- ▶ **Pension Funding Policy:** Commits City towards detailed roadmap to address this challenge; Includes dedicating POB savings towards reserves, Section 115 and early POB payoff

Prior General Fund Payments vs. New Payments After UAL Restructuring



** Projected savings assumes CalPERS earns 7.0% investment earnings; green line represents combined other General Fund debt service + POB debt service*



<https://www.chulavistaca.gov/departments/finance/pension-obligation-bonds>



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
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Text File

File Number: 21-307

Agenda Date: 6/28/2021

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8B.

Receive Report and Planning Commission Recommendation and Provide Direction on Ordinance Regulating Formula Businesses in the Inland Zoning Area



AGENCY: City Council
MEETING DATE: June 28, 2021
DEPARTMENT: City Manager
PRESENTED BY: Tabatha Miller
EMAIL ADDRESS: tmiller@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Planning Commission Recommendation, and Provide Direction on Ordinance Regulating Formula Businesses in the Inland Zoning Area

ISSUE:

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

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

Staff is presenting the proposed Ordinance this evening for initial review and direction with the expectation that any changes desired by the City Council will be incorporated and the Ordinance will be scheduled for Public Hearing and introduction on July 12, 2021.

ANALYSIS:

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

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

- 1) Establish extensive findings on the purpose of the ordinance;
- 2) Establish clear criteria for the issuance of Use Permits regulating the use of the land which treats the class of Formula Businesses equally; and

AGENDA ITEM NO. 8B

3) Make clear connections between the Formula Business regulations and the stated purpose of the ordinance.

Discussion on Proposed Ordinance Language

Section 1. Legislative Findings

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

Section 2. Chapter 18.46 Formula Business Regulations

18.46.010 Purpose.

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

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

18.46.020 Definitions.

Terms and phrases used in the Formula Business Chapter will be codified in Chapter 18.100 reserved for definitions. With the exception of the definition for "Formula Business," which will replace the current definition in the ILUDC, the terms below will only apply to Chapter 18.46 and not the whole ILUDC. This ensures that the intent of another chapter in the ILUDC isn't changed or confused because a term is now defined differently than originally intended. For example, changing the common use of the term to the meaning set forth below.

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

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

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

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

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

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

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

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

“Service mark” shall be defined as word, phrase, symbol or design or a combination of words, phrases, symbols or designs that identifies and distinguishes the source of a service from one party from those of others.

For definition of **“Signage,”** see definition of **“sign”** § 18.100.020 (S).

“Standardized” does not mean identical, but means substantially the same.

“Trademark” shall be defined as a word, phrase, symbol or design, or a combination of words, phrases, symbols or designs that identifies and distinguishes the source of the goods from one party from those of others.

“Uniforms” shall be defined as standardized items of clothing including but not limited to standardized aprons, pants, shirts, smocks or dresses, hat, and pins (other than name tags) as well as standardized colors of clothing.

18.46.030 Regulations.

Section A below specifically states where Formula Businesses may locate with a Use Permit. Both the Planning Commission and the City Council wavered on whether a Formula Business should be subject to a Minor Use Permit (MUP), a Use Permit (UP)², if some Formula Businesses should be allowed by right, or if some zoning districts should allow Formula Businesses by right. The Planning Commission determined that a Use Permit is

² MUPs are approved or denied by the Community Development Director, while UPs must be approved or denied by the Planning Commission. Public notices of an application for an MUP will state that a decision will be made by the Director by the date specified unless an interested person requests in writing a public hearing. Notice of a pending UP or MUP is provided to property owners within a 300-foot radius by mail, is posted on the property and published in the newspaper at least 10 days before the decision.

the correct level of review, apart from the exceptions in Section 18.46.050 (explained later on).

Regulation B below establishes that Design Review is required when establishing the Formula Business and if making exterior alterations. This is a little redundant in that [Section 18.71.050](#) of the ILUDC establishes the requirements for design review and is comprehensive. However, referencing this requirement in the Formula Business Chapter ensures that prospective new businesses, not familiar with the Code, that qualify as a Formula Business are clearly informed of this requirement. The Planning Commission recognized Design Review and the exterior appearance of Formula Businesses as a significant concern. So much so, that an update of the City's current Design Guidelines grew out of developing this Ordinance.

- A. *A Formula Business Establishment may be allowed in the Commercial Zoning Districts with a Use Permit (UP).*
- B. *Establishment of or exterior alteration of a Formula Business is subject to Design Review as set forth in Section 18.71.050.*

18.46.040 Required Findings for Approval.

When a permit application for a Formula Business comes before the Planning Commission for review, the required findings ensure that the new business is consistent with the intent of the Ordinance and is consistent with the policies, goals and mission of the Inland General Plan. Special findings A, B, C, & D ensure that a Formula Business supports and adds to the vitality of the local economy. Special findings E, F, & G focus on design and ensure that the Formula Business is consistent with the design and aesthetic values of Fort Bragg. Rightfully so, the Planning Commission spent significant time reviewing and revising these required findings.

In addition to the findings required by 18.71.060 (F) as prerequisite to the issuance of a use permit, the Planning Commission shall make all of the following findings prior to the issuance of a Use Permit for a Formula Business, unless the project is exempt, in conformance with Section 18.46.050:

- A. *The Commercial Establishment will add to, rather than detract from, the overall economic and cultural vitality of the City; and*
- B. *The Commercial Establishment will not result in an over-concentration of Formula Business establishments in its immediate vicinity or in the City as a whole; and*
- C. *The Commercial Establishment will complement existing businesses; and*
- D. *The Commercial Establishment will promote diversity and variety to assure a balanced mix of commercial uses to serve both resident and visitor populations; and*
- E. *The Commercial Establishment has been designed to preserve and enhance the City's small town character; and*

- F. *The Commercial Establishment's exterior design limits formula architectural, sign and other components; and*
- G. *The Commercial Establishment's exterior design integrates existing community architectural design features.*

18.46.050 Exemptions.

The Planning Commission invested significant time finding a balance that allowed for some formula business development "by right." Exemptions D, E, and F to the Formula Business regulations create exclusions from the Formula Business Regulations, most importantly the required findings in Section 18.46.040. These exemptions allow Formula Businesses by right, so long as other Use Permit requirements are not triggered. In exchange for the "allowed by right" designation, the City restricts the amount of the square footage occupied by Formula Business. By not allowing the full space in a development to be occupied by Formula Business, additional opportunities exist for non-Formula Business uses which typically require smaller spaces and are locally based. It also encourages much needed housing in Mixed Use Projects.

The Planning Commission originally discussed these exemptions in the context of support for the Central Business District (CBD). As currently written, these exemptions apply to all Commercial Zoning Districts, except Neighborhood Commercial. Staff found the Commissioners' reasoning on the benefits of allowing some Formula Businesses by right, applicable and beneficial to the other Commercial Zoning Districts.

Exemption D allows Formula Businesses "by right" that are no more than 2,000 square feet (sf) in size. The Planning Commission discussed whether 2,000 was the appropriate square footage and reasoned that smaller formula businesses would benefit the City by filling smaller vacant spaces, especially in the CBD, and would not have the same potentially adverse impact of the larger formula businesses. Further, more extensive design review policy in the CBD will protect facades and historic storefronts.

Formula Businesses can also be the source of additional traffic, as patrons seek out the familiar offerings. The limit on parking in the CBD means that patrons may not be able to park right in front of the formula business and may instead need to park a block or more away and walk. Likewise, an individual familiar with a formula business brand may spot that brand in the next block and walk farther into the CBD. Both increase the pedestrian traffic in the CBD and encourage individuals to patronize other businesses along their route.

One possible area of concern with the exemption set at 2,000 sf for formula businesses is that fast food restaurants with small footprints could qualify for the exemption. This is not as much of a concern in the CBD because parking and stricter design review guidelines will likely ensure that a smaller Formula Business, even a fast food restaurant, fits with the character and historical nature of the CBD. Many formula businesses, especially fast food restaurants, depend on ample parking and drive thru service. The historic nature of the CBD limits parking and the space necessary to accommodate a drive thru.

Outside of the CBD, it is a little more likely that a fast food or quick service restaurant could have a negative impact. The chart below shows the average U.S. square footage of several well-known quick service restaurants, all of which are well above 2,000 sf. There are quick service restaurants that operate in smaller spaces but a review of these establishments found they were typically more innovative, specialized, and lesser-known, and as a result more likely to “fit” in Fort Bragg.

Restaurant Chain	Average Square Footage
McDonald’s	4,500
Chick-fil-A	4,200
Burger King	3,500
Arby’s	3,500
Wendy’s	3,000
Chipotle	2,600
Source: www.statista & www.restfinance	

For comparison purposes, the chart below provides the approximate square footage of existing and proposed development in the City of Fort Bragg.

Building	Square Footage
Dry Shed on Mill Site	~70,000
Safeway	~51,700
Rite Aid	~27,000
Proposed Grocery Outlet	~16,150
North Coast Brewery	~15,700
Former Sears Building	~9,800
Proposed Dollar General	~9,000
Floor Store/Holistic Sunshine (retail space only)	~2,960
Starbucks	~2,800
Taco Bell	~2,400
Speedex/Sinclair’s Service Station (as expanded)	~1,800

If concerned with small fast food/quick service restaurants, the City Council could reduce the 2,000 sf limit, only apply the 2,000 sf exemption to the CBD, or specifically exclude fast food/quick service restaurants from the exemption.

Under Exemption E, a formula business or multiple formula businesses combined cannot occupy more than twenty-five percent (25%) of a Mixed Use³ or Retail Complex⁴ project. General Plan Policy LU-4.2 limits commercial development between the Noyo River and

³ Mixed Use Project is a project that combines both commercial and residential uses, where the residential component is typically located above the commercial. Mixed Use Projects can also be located in separate buildings on the same parcel.

⁴ Retail Complex is defined as a primarily retail commercial site with 3 or more separate businesses sharing common pedestrian parking areas.

Puttling Creek Bridges to 50,000 square feet, which means that the largest space available to formula business under this exemption would be 12,500 square feet (25%). It is difficult to imagine a commercial use other than formula business that could feasibly fill the remaining 37,500 sf. City Council has provided guidance on a cannabis cultivation ordinance, which limits cultivation activities to Industrial and Light Industrial districts, so it is unlikely this use will be allowed in Commercial Zoning Districts and therefore, be an option to fill 37,500 sf of big box store space.

Exemption E encourages smaller businesses and balanced development and ensures that anything larger than 12,500 sf with a proposed Formula Business use meets the Special Findings in Section 18.46.040, meaning it is a complementary fit for Fort Bragg. This is consistent with the City's General Plans and the ILUDC which provides certain limits on Big Box Stores.

Under Exemption F, a formula business or businesses can occupy up to thirty-five percent (35%) of a Mixed Use Development project, so long as at least thirty-five percent (35%) of the project is a housing component. This furthers the City Council's goal and the community's need for additional housing at all income levels. Additionally, by limiting the amount of space available to Formula Businesses there is 30% more space available for non-Formula Businesses or additional housing.

Overall, the Planning Commission was concerned with the size and scale of Formula Business stores. Exemptions D, E and F encourage smaller uses on a scale better fitting Fort Bragg and a mix of formula and non-formula businesses.

Exemption G establishes that a Use Permit is transferrable to a new business, so long as the land use category, location and gross floor area remain the same. This is a legal requirement and one of the reasons that the City of Malibu's original citizen initiative regulating Formula Businesses was overturned in 2017.

This Chapter shall not apply to:

- A. *Those land use applications approved prior to the adoption of the Ordinance codified in this chapter;*
- B. *Construction required to comply with fire and/or life safety requirements;*
- C. *Disability accessibility work;*
- D. *A Formula Business that does not exceed 2,000 square feet of gross floor area, except those uses prohibited by Section 18.46.060;*
- E. *Formula Business, which if approved, would not result in Formula Business(es) occupying more than twenty-five percent of the total gross floor area of a Retail Complex or Mixed Use Project, subject to the prohibited uses in Section 18.46.060;*

- F. *A Formula Business, which if approved, would not result in Formula Business(es) occupying more than thirty-five percent of the total gross floor area of a Mixed Use Project in which at least thirty-five percent of total gross floor area is a residential component, subject to the prohibited uses in Section 18.46.060; or*
- G. *Changes in ownership of existing Formula Businesses where there is no substantial change to the land use classification of the use, or in the mode or character of the operation.*

Proposed development that qualifies as an Exemption per D, E, F, or G of this Section is subject to Design Review as provided in Section 18.71.050.

18.46.060 Prohibited Formula Business Uses.

The proposed Ordinance allows Formula Businesses in all Commercial Zoning Districts except Neighborhood Commercial.⁵ The reason for excluding Neighborhood Commercial was the Planning Commission's discussions about protecting residential neighborhoods from larger more impactful retail development. Typically, chain stores generate more traffic, both vehicular and pedestrian. Neighborhood Commercial businesses should serve the local neighborhood and not the broader service area, thus, this zoning use did not seem to be a good fit for Formula Business.

A prohibition on Payday Lending Formula Businesses has also been added to the Ordinance. These businesses are often associated with taking money out of communities and draining resources instead of adding to them. Formula Business versions of this business model have proliferated in the last twenty years and are credited with downward community economic spirals.⁶

- A. *Formula Businesses are prohibited in the Neighborhood Commercial (CN) Zoning District.*
- B. *Formula Business Payday Lending or Check Cashing Commercial Establishments are prohibited in all Zoning Districts.*

18.46.070 Burden of Proof.

This section simply places a permit applicant on notice that they bear the burden of proving that a use does not meet the definition of a Formula Business.

In the event the City determines that a permit application or permit is subject to this chapter for a Formula Business, the permit applicant or holder bears the burden of proving to the City that the proposed or existing use does not constitute a Formula Business.

⁵ Note there is currently no Office Commercial land use zoned in the Inland Area of Fort Bragg.

⁶ [Controlling the Growth of Payday Lending Through Local Ordinances and Resolutions, October 2012](#)

Community Survey

In October 2020, staff conducted a non-scientific and [informal survey of community members](#) to gauge support for or against further regulation of formula businesses. Over 1,100 responses were received and approximately two-thirds of respondents favored some regulation of formula businesses. Of those in favor, the largest number of respondents indicated a desire to regulate the total number and type of businesses allowed.

Links to Planning Commission Agenda Items on Formula Business

1. 06-02-2021 Planning Commission Agenda Item:
<https://cityfortbragg.legistar.com/LegislationDetail.aspx?ID=4969275&GUID=8293464C-DC69-425B-ABBF-C29A84008F5C&Options=&Search=>
2. 05-05-2021 Planning Commission Agenda Item:
<https://cityfortbragg.legistar.com/LegislationDetail.aspx?ID=4931044&GUID=D05A39F8-64C5-4386-80A1-3878652A4C5D&Options=&Search=>
3. 02-10-2021 Planning Commission Agenda Item:
<https://cityfortbragg.legistar.com/LegislationDetail.aspx?ID=4791266&GUID=BC2A0%20DF5-7E5B-4B2E-92F5-A2990439AB54&Options=&Search=>
4. 01-6-2021 Planning Commission Agenda Item:
<https://cityfortbragg.legistar.com/LegislationDetail.aspx?ID=4734368&GUID=95%20841ACC-F213-497A-A7C0-5B6B5DD266E6&Options=&Search=>
5. 11-12-2020 Planning Commission Agenda Item:
<https://cityfortbragg.legistar.com/LegislationDetail.aspx?ID=4690413&GUID=86%204E59CA-C811-40B0-A2EA-74FE8B15A4FF&Options=&Search=>
6. 10-14-2020 Planning Commission Agenda Item:
<https://cityfortbragg.legistar.com/LegislationDetail.aspx?ID=4663892&GUID=CF%207C04D6-1EDB-46DE-A786-C6C165DE4242&Options=&Search=>

RECOMMENDED ACTION(S):

Review the Ordinance adding Chapter 18.46 Formula Business Regulations to the Inland Land Use and Development Code (ILUDC) and provide feedback to staff on any revisions or modifications.

FISCAL IMPACT:

The impact of the Ordinance on City revenues is unknown. Of the City's top twenty-five (25) sales tax generating businesses (on the next page), as of Fourth Quarter 2020, which represents 69.4% of the City's General Fund Sales Tax Revenue, fifteen are formula businesses. Additionally, a number of the hotels in Fort Bragg are associated with chains, such as Super 8, Holiday Inn, Motel 6, Best Western and Travelodge. The Transient

Occupancy Tax (TOT) is the General Fund’s largest source of revenue.

Fort Bragg Top Twenty-Five Sales Tax Businesses - Quarter 4, 2020

ARCO AM/PM MINI MART	REDWOOD COAST FUELS
BOATYARD TOBACCO	RINO SERVICE STATIONS
CANCLINI TV & APPLIANCE	RITE AID DRUG STORES
CHEVRON SERVICE STATIONS	ROSSI BUILDING MATERIALS
CVS/PHARMACY	SAFEWAY STORES
DOLLAR TREE STORES	SINCLAIR SERVICE STATIONS
GEO AGGREGATES	SPORT CHRYSLER-JEEP-DODGE
HARVEST MARKET	TACO BELL
KEMPPE LIQUID GAS	THE BREWERY SHOP
MCDONALD'S RESTAURANTS	TRUE VALUE HARDWARE
MENDO MILL & LUMBER COMPANY	TWO SHORT SALES
MENDOCINO COUNTY HORTICULTURE SUPPLY	US CELLULAR
O'REILLY AUTO PARTS	

GREENHOUSE GAS EMISSIONS IMPACT:

N/A

CONSISTENCY:

The Community Design Element of the City’s Inland General Plan provides support for regulating Formula Businesses. The intent of the Community Design Element is to establish goals, policies and programs to preserve and enhance Fort Bragg’s authentic, small town character, and is concerned primarily with the visual quality of the City.

Adopting Formula Business Regulations is consistent with numerous goals and policies because these regulations are in place to ensure that development within the City maintains and enhances the unique coastal character of our rural small town. The proposed Ordinance regulating Formula Business is consistent with the following Inland General Plan Goals and Policies:

Goal LU-3 Ensure that the Central Business District remains the historic, civic, cultural, and commercial core of the community.

Policy LU-3.1 Central Business District: Retain and enhance the small-scale, pedestrian friendly, and historic character of the Central Business District (CBD).

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

Goal LU-4 Promote the economic vitality of the City’s existing commercial areas.

Policy LU-4.1 Formula Businesses and Big Box Retail: The location, scale, and appearance of formula businesses and big box retail shall not detract from the economic

vitality of established commercial businesses, and shall be consistent with the small town, rural character of Fort Bragg.

Policy LU-4.2 Large-Scale Commercial Development: To maintain scenic views along Main Street and to ensure that building sizes at the City's gateways are in scale with the community, no commercial building shall exceed the following limitations on the gross floor area: a) between the Noyo River and Pudding Creek Bridges - maximum 50,000 square feet b) east of Highway One and north of Pudding Creek Bridge - maximum 30,000 square feet.

Policy LU-4.3 Standards for Commercial Uses in Residential Areas: Commercial uses in and adjacent to residential areas shall not adversely affect the primarily residential character of the area.

Policy C-5.1 Community Priorities for Transportation Improvements: Place a higher priority on maintaining a sense of place and enhancing the attractiveness of the Central Business District than on efficient traffic flow and movement.

Policy CD-1.5 Strip Development: Discourage strip development along Main Street.

Goal CD-2 Preserve the Central Business District as the commercial, civic, historic, and cultural center of the community.

Policy CD-2.1 Adaptive Reuse: Facilitate the adaptive reuse of existing older buildings in the Central Business District.

Policy CD-2.3 Economic Vitality: Continue to support the economic diversity and vitality of downtown businesses.

Policy CD-2.5 Strengthen the Distinctive Identity of the Central Business District: Strengthen the distinctive identity and unique sense of place of the Central Business District.

Policy CD-3.2 Gateway Development: Encourage a higher quality of development at the City's gateways.

Policy CD-6.1 Protect and Preserve Buildings and Sites with Historic and Cultural Significance to the Community.

Central Business District Frontage and Façade Standards

Section 18.22.060 applies to new development in the Central Business District. The policies limit the uses allowable on the ground floor (pedestrian-oriented uses, such as retail), prescribe requirements on pedestrian entrances (shall be recessed from the sidewalk), and prohibit formula design.

The following policy regulates formula design:

E. Formula design prohibited. *The architectural style and exterior finish materials of each proposed structure shall be designed based upon the architectural traditions of Fort Bragg and Mendocino County, and the architectural styles prevalent in the site vicinity. Buildings proposed with architectural features substantially similar to those found in other communities on buildings occupied by the same corporate or franchise entity that will occupy the proposed building are strongly discouraged.*

IMPLEMENTATION/TIMEFRAMES:

If the Ordinance is introduced on July 12, 2021 and adopted on July 26, 2021, it would become effective August 25, 2021.

ATTACHMENTS:

1. Proposed Ordinance
2. Planning Commission Resolution
3. Current Zoning Map

NOTIFICATION:

1. Economic Development Planning, **Notify Me subscriber list**
2. Tourism and Marketing, **Notify Me subscriber list**
3. Fort Bragg Downtown Businesses, **Notify Me subscriber list**

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE ADDING CHAPTER 18.46 (“FORMULA BUSINESS REGULATIONS”) TO ARTICLE 18.4 (“STANDARDS FOR SPECIFIC LAND USES”) OF THE FORT BRAGG INLAND LAND USE AND DEVELOPMENT CODE AND AMENDING CHAPTERS 18.100 (“DEFINITIONS”) AND 18.20 (“ZONING DISTRICTS AND ALLOWABLE LAND USES”) OF THE FORT BRAGG INLAND LAND USE AND DEVELOPMENT CODE

ORDINANCE NO.

WHEREAS, the City of Fort Bragg (“City”) adopted an Inland General Plan and certified an Environmental Impact Report Addendum (“EIR Addendum”) for the General Plan on December 2, 2012; and

WHEREAS, the City of Fort Bragg (“City”) adopted an Inland Land Use and Development Code and Negative Declaration on February 10, 2014; and

WHEREAS, the adoption of an Inland Land Use and Development Code is necessary to: 1) provide a regulatory framework for implementation of the Inland General Plan; 2) to implement new state planning and land use requirements; and 3) update zoning regulations in accordance with City Council policy direction; and

WHEREAS, the City Council adopted Urgency Ordinance No. 964-2021 (“Moratorium”), which established a forty-five (45) day moratorium on approval of applications for Formula Businesses, as defined in Ordinance No. 964-2021, in the Inland Zoning Area; and

WHEREAS, the City Council extended the Moratorium on approval of applications for Formula Businesses for an additional 315 days on May 24, 2021 to provide for sufficient time to adopt Formula Business regulations; and

WHEREAS, the Planning Commission considered the Inland Land Use and Development Code at a noticed public hearing on June 2, 2021, at which time all interested parties had the opportunity to be heard; and

WHEREAS, the Planning Commission adopted Resolution PC 07-2021 recommending City Council adopt the amended Inland Land Use and Development Code containing Formula Business regulations; and

WHEREAS, the City Council considered the amended Inland Land Use and Development Code at a noticed public hearing on June 28, 2021, at which time all interested parties had the opportunity to be heard; and

WHEREAS, the staff reports, Planning Commission Resolution, and amended Inland Land Use and Development Code are available for review at City Hall during normal business hours; and

WHEREAS, this Ordinance is exempt pursuant to the California Environmental Quality Act (“CEQA”) and Title 14 of the California Code of Regulations (“CEQA Guidelines”) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

The City Council ordains as follows:

Section 1. Legislative Findings. The City Council hereby finds as follows:

1. The City of Fort Bragg is a small coastal community of 7,500 residents perched on the bluff tops overlooking the Pacific Ocean in northern Mendocino County. A former lumber town with what was a strong fishing industry, Fort Bragg has a rich history and many of its homes and buildings are well over a hundred years old. Located approximately 165 miles north of San Francisco and 185 miles west of Sacramento, Fort Bragg, while quite small, is the largest city on the coast between San Francisco and Eureka. The remoteness of Fort Bragg is one of its greatest assets. The natural landscape is beautiful. The air is clean, the ocean wild, and traffic is a non-issue. The City acquired parkland along the bluff tops of the former mill site and has completed construction of a multiuse trail. This trail created public access to 3.5 miles of scenic coastline and is value added for local residents and visitors alike. Of the City’s 1,869 acres, 962 are located in the Coastal Zone. The coastal views and beauty are critical to what makes Fort Bragg special. Many unique local businesses and brands have made Fort Bragg distinct, relying on the city’s natural beauty and laid-back commercial character. Maintaining the economic health and one-of-a-kind distinction is vital to preserving Fort Bragg’s commercial character while meeting the needs of its visitors and residents.
2. To retain that one-of-a-kind character, the City seeks to avoid the proliferation of chain store uses that result in diluting what makes Fort Bragg unique and instead creates a character of repetitiveness similar to other towns across America, where chain store prevalence grows. Fort Bragg seeks to encourage elements that provide variety and fit with the unique environment, history and its quirky charm while retaining opportunities for all. The City’s mission and vision embraces a friendly city with a small town character and a strong sense of community that values its roots in the fishing and timber industries. The City’s General Plan, Citywide Design Guidelines, and Inland Land Use & Development Code emphasize the commitment to maintaining the strength and vitality of the historic Central Business District.
3. A strong and diverse retail base is necessary for the success of Fort Bragg’s commercial sector, in particular the Central Business District. The City recognizes that a healthy blend of unique and familiar businesses providing diverse retail experiences for both visitors and residents supports this success. “As the economy evolves to a more tourism and service-based economy, the community has acknowledged the importance of maintaining the historic

identity of downtown and the integrity of the residential neighborhoods, while enhancing views and access to the coastline and planning for continued growth and development.” (Inland General Plan 6. Community Design Element). The City is committed to and recognizes the importance of promoting and supporting the economic vitality and diversity of City businesses both in its commercial districts and the historic Central Business District. (Inland General Plan Goal LU-4, Policy CD-6.1 and Policy CD2.3). Maintaining the City’s quality of life and identity is a priority. (Inland General Plan C-5, Policy C-5.1).

4. As the City continues to rely on its reputation as an emerging destination, to sustain and grow its tourism industry Fort Bragg must retain its historical ties to timber and fishing, the coastal and cultural qualities, and its recreation opportunities. Fort Bragg’s commercial uses should promote its unique and special qualities. The commercial uses should not detract from or dilute what makes Fort Bragg stand out from other cities in California. Formula retail businesses are, by their nature, not unique. Many of Fort Bragg’s unique goods and services cannot be found where many of our visitors reside. As a result, the City Council finds that formula retail businesses located in the City, if not regulated, will conflict with and frustrate the City’s goal of maintaining its unique historical character with a local economy that offers visitors and residents non-standard products and services.
5. An abundance of formula retail establishments hinders the City’s ability to promote its unique one-of-a-kind experience and to promote a diverse and balanced retail base within the City. A diverse retail base includes unique character that avoids overwhelming familiarity and sameness. The City Council finds that an overabundance of formula retail establishments will unduly limit or possibly eliminate the availability of businesses that tend to be unique or project the history and character of Fort Bragg.
6. The unrestrained increase of formula retail establishments will hinder the City’s goal to promote economic vitality in existing commercial areas, maintain community identity, and the continued support of economic diversity and vitality in the downtown. (Inland General Plan Goal LU-4, Goal C-5, and CD-2.3) A balanced and diverse retail base should be comprised of a balanced mix of businesses, small, medium and large, familiar and unique, and offering a variety of goods and services. The City strives to ensure that goods and services available locally, meet the regular needs of residents and visitors. The City Council finds that the unregulated establishment of additional formula retail uses may unduly limit or eliminate business establishment opportunities for smaller or medium-sized businesses, which tend to be unique. Further, the unregulated establishment of formula businesses unduly skews the mix of businesses towards formula retailers in lieu of those unique or start-up retailers, and result in decreasing the diversity of goods and services available to residents and visitors.
7. The Inland General Plan Mission and Vision pledges “to preserve and enhance the small town character and natural beauty that make the city a place where people want to live and visit, and to improve the economic diversity of the City to ensure that it has a strong and resilient economy which supports its residents.” (Inland General Plan 1B Mission and Vision). The City Council finds that the public welfare will be served and advanced by regulating formula retail businesses.
8. The City has analyzed the proposed Ordinance and finds that the project is exempt from the California Environmental Quality Act (“CEQA”) because Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) exempts from CEQA

those activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This Ordinance will have the net effect of reducing, rather than increasing the amount of change in the City in that it does not authorize any additional uses as permitted or conditionally permitted uses nor does it change the uses allowed in the City or their intensity or density.

9. Amending the Inland Land Use and Development Code by this Ordinance is consistent with the General Plan and any applicable specific plan, and internally consistent with other applicable provisions of the Inland Land Use and Development Code.
10. Amending the Inland Land Use and Development Code by this Ordinance will ensure that Formula Business uses are effectively regulated so that they will not be detrimental to the public interest, health, safety, convenience or welfare of the City.
11. The proposed amendment is internally consistent with other applicable provisions of this Development Code.
12. The foregoing recitals are true and correct and are made a part of this Ordinance.

Section 2. INLAND LAND USE AND DEVELOPMENT CODE

The definition of “Formula Business” in Section 18.100.020 (F) (“Definitions of Specialized Terms and Phrases”) is here by removed and replaced as follows:

“**Formula Business**” means a commercial establishment which, along with ten (10) or more other business locations outside of Fort Bragg, regardless of ownership or location at the time that the application is deemed complete, is required by contractual or other arrangement to maintain at least two (2) of the following standardized features: an array of merchandise/menu, decor, uniforms, facade, color scheme, exterior signage including a trademark or service mark as signage.

Formula Business Regulations. The following terms and phrases are defined for the purposes of Chapter 18.46 (**Formula Business Regulations**):

1. “**Array of merchandise/menu**” means 50 percent or more of in-stock merchandise from a single distributor bearing uniform markings.
2. “**Color scheme**” means a selection of colors used throughout, such as on the furnishings, permanent fixtures, and wallcoverings, or as used on the facade.
3. “**Commercial Establishment**” means a commercial establishment that provides goods and/or services directly or indirectly to the consumer.
4. “**Decor**” means the style of interior finishings, which may include but is not limited to style of furniture, wallcoverings or permanent fixtures.
5. “**Facade**” means the face, front or side of a building, including awnings, especially the principal front that looks onto a street or an open space.

6. **“Formula Business”** See definition of “Formula Business” § 18.100.020 (F).
7. **“Payday or Check Cashing Commercial Establishment”** means a person or company that makes or facilitates a deferred presentment transaction, such that the person or company provides currency or a payment instrument in exchange for a person’s check or agreement to provide access to a drawer’s account in a financial institution and agrees to hold that person’s check for a period of time prior to presentment, deposit, or redemption or facilitates this process.
8. **“Service mark”** means a word, phrase, symbol or design or a combination of words, phrases, symbols or designs that identifies and distinguishes the source of a service from one party from those of others.
9. **“Signage”**. See definition of **“sign”** § 18.100.020 (S).
10. **“Standardized”** means substantially the same, but not necessarily identical.
11. **“Trademark”** means a word, phrase, symbol or design, or a combination of words, phrases, symbols or designs that identifies and distinguishes the source of the goods from one party from those of others.
12. **“Uniforms”** means standardized items of clothing including but not limited to standardized aprons, pants, shirts, smocks or dresses, hat, and pins (other than name tags) as well as standardized colors of clothing.

Section 3. INLAND LAND USE AND DEVELOPMENT CODE

Chapter 18.46 (“Formula Business Regulations”) is hereby added to the Inland Land Use and Development Code to provide as follows:

18.46.010 Purpose.

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

18.46.020 Definitions.

The specialized and technical terms and phrases used in this chapter are defined in Article 10 (Definitions), under “Formula Business Regulations.”

18.46.030 Regulations.

- A. A Formula Business Establishment may be allowed in the Commercial Zoning Districts with a Use Permit (UP).
- B. Establishment of or exterior alteration of a Formula Business is subject to Design Review as set forth in Section 18.71.050.

18.46.040 Required Findings for Approval.

In addition to the findings required by 18.71.060 (F) as prerequisite to the issuance of a use permit, the Planning Commission shall make all of the following findings prior to the issuance of a Use Permit for a Formula Business, unless the project is exempt in conformance with Section 18.46.050:

- A. The Commercial Establishment will add to, rather than detract from, the overall economic and cultural vitality of the City; and
- B. The Commercial Establishment will not result in an over-concentration of Formula Business establishments in its immediate vicinity or in the City as a whole; and
- C. The Commercial Establishment will complement existing businesses; and
- D. The Commercial Establishment will promote diversity and variety to assure a balanced mix of commercial uses to serve both resident and visitor populations; and
- E. The Commercial Establishment has been designed to preserve and enhance the City's small town character; and
- F. The Commercial Establishment's exterior design limits "formula" architectural, sign and other components; and
- G. The Commercial Establishment's exterior design integrates existing community architectural design features.

18.46.050 Exemptions.

This Chapter shall not apply to:

- A. Those land use applications approved prior to the adoption of the Ordinance codified in this chapter;
- B. Construction required to comply with fire and/or life safety requirements;
- C. Disability accessibility work;
- D. A Formula Business that does not exceed 2,000 square feet of gross floor area, except those uses prohibited by Section 18.46.060;
- E. Formula Business, which if approved, would not result in Formula Business(es) occupying more than twenty-five percent (25%) of the total gross floor area of a Retail Complex or Mixed Use Project, except those uses prohibited by Section 18.46.060;
- F. A Formula Business, which if approved, would not result in Formula Business(es) occupying more than thirty-five percent (35%) of the total gross floor area of a Mixed Use

Project in which at least thirty-five percent (35%) of total gross floor area is a residential component, except those uses prohibited by Section 18.46.060; or

- G. Changes in ownership of existing Formula Businesses where there is no substantial change to the land use classification of the use, or in the mode or character of the operation.

Proposed development that qualifies as an Exemption pursuant to D, E, F, or G of this Section is subject to Design Review as provided in Section 18.71.050.

18.46.060 Prohibited Formula Business Uses.

- A. Formula Businesses are prohibited in the Neighborhood Commercial (CN) Zoning District.
- B. Formula Business Payday Lending or Check Cashing Commercial Establishments are prohibited in all Zoning Districts.

18.46.070 Burden of Proof.

If the City determines that a permit application or permit is subject to this chapter for a Formula Business, the permit applicant or holder bears the burden of proving to the City that the proposed or existing use does not constitute a Formula Business.

Section 4. INLAND LAND USE AND DEVELOPMENT CODE

Table 2-6 of Section 18.22.030 (“Commercial District Land Uses and Permit Requirements”) of the Inland Land Use and Development Code, entitled “Allowed Land Uses and Permit Requirements for Commercial Zoning Districts” is hereby amended as follows:

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	P MUP UP S —	Permitted use, Zoning Clearance required					Specific Use Regulations
		Minor Use Permit required (see § 18.71.060) Use Permit required (see § 18.71.060) Permit requirement set by Specific Use Regulations Use not allowed					
LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations	
	CN	CO	CBD	CG	CH		
RETAIL TRADE							
Artisan shop	UP	UP	P	P	P		
Auto and vehicle sales and rental	—	—	—	P	P		
Auto parts sales with no installation services	—	—	—	P	P		
Bar/tavern	—	—	UP	MUP	MUP		
Big box retail	—	—	—	UP	UP		
Building and landscape materials sales - Indoor	—	—	—	P	UP		
Building and landscape materials sales - Outdoor	—	—	—	UP	UP	18.42.130	
Cannabis retail	—	—	MUP	MUP	MUP	18.42.057	

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	P	Permitted use, Zoning Clearance required				
	MUP	Minor Use Permit required (see § 18.71.060)				
	UP	Use Permit required (see § 18.71.060)				
S	Permit requirement set by Specific Use Regulations					
—	Use not allowed					
LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	CN	CO	CBD	CG	CH	
						Chapter 9.30
Cannabis retail - Delivery only	—	—	—	MUP	MUP	18.42.057 Chapter 9.30
Construction and heavy equipment sales and rental	—	—	—	UP	UP	18.42.130
Convenience store	P	—	P	P	P	
Drive-through retail or service	—	—	UP	UP	UP	18.42.070
Farm supply and feed store	—	—	—	P	UP	
Formula Business	—	UP(2)	UP(2)	UP(2)	UP(2)	Chapter 18.46
Formula Business – 2,000 sf or less	—	P	P	P	P	Chapter 18.46
Fuel dealer (propane for home and farm use, etc.)	—	—	—	UP	—	
Furniture, furnishings and appliance store	—	—	P	P	UP	
Retail, general - 10,000 sf or larger	—	—	UP	UP	UP	
Retail, general - 5,000 sf – 9,999 sf	—	—	P	P	P	
Retail, general - Less than 5,000 sf	P	P	P	P	P	
Groceries, specialty foods	P	—	P	P	P	
Mobile home, boat, or RV sales	—	—	—	UP	UP	
Night club	—	—	UP	UP	UP	
Outdoor retail sales and activities	—	—	P	P	P	18.42.130
Restaurant, café, coffee shop	UP	P	P	P	P	18.42.165
Second hand store	—	—	—	P	P	
Service station	—	—	—	UP	UP	18.42.180
Shopping center	—	—	—	UP	UP	

Key to Zoning District Symbols

CN	Neighborhood Commercial	CG	General Commercial
CO	Office Commercial	CH	Highway and Visitor Commercial
CBD	Central Business District		

Notes:

- (1) See Article [10](#) for land use definitions.
- (2) Use Permit required except for the exceptions set forth in [18.46.050](#).

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	P	Permitted use, Zoning Clearance required				
	MUP	Minor Use Permit required (see § 18.71.060)				
	UP	Use Permit required (see § 18.71.060)				
	S	Permit requirement set by Specific Use Regulations				
	—	Use not allowed				
LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	CN	CO	CBD	CG	CH	

SERVICES - BUSINESS, FINANCIAL, PROFESSIONAL

Bank, financial services	UP	P	P	P	P	
Business support service	—	P	P	P	P	
Formula Business	—	UP(2)	UP(2)	UP(2)	UP(2)	Chapter 18.46
Formula Business – 2,000 sf or less	—	P	P	P	P	Chapter 18.46
Medical services - Doctor office	P	P	P	P	UP	
Medical services - Clinic, lab, urgent care	—	P	P	P	—	
Medical services - Hospital	—	UP	—	UP	UP	
Office - Accessory	P	P	P	P	P	
Office - Business/service	—	P	P	P	P	
Office - Professional/administrative	—	P	P	P	P	

SERVICES - GENERAL

Adult day care	P	P	P	P	UP	
Catering service	—	P	P(3)	P	—	
Child day care center	UP	UP	UP	UP	MUP	
Drive-through service	—	—	UP	UP	UP	18.42.070
Equipment rental	—	—	UP	P	UP	
Formula Business	—	UP(2)	UP(2)	UP(2)	UP(2)	Chapter 18.46
Formula Business – 2,000 sf or less	—	P	P	P	P	Chapter 18.46
Kennel, animal boarding	—	—	—	UP	—	18.42.040
Lodging - Bed and breakfast inn (B&B)	—	—	UP	UP	P	18.42.050
Lodging - Hotel or motel	—	—	UP	UP	UP	
Lodging - Vacation rental unit	—	—	MUP	—	—	18.42.190
Maintenance service - Client site services	—	—	—	P	—	
Mortuary, funeral home	—	P	—	P	—	
Personal services	P	P	P	P	MUP	
Personal services - Restricted	—	—	UP	UP	UP	
Public safety facility	—	P	P	P	P	
Repair service - Equipment, large appliances, etc.	—	—	—	P	P	
Vehicle services - Major repair/body work	—	—	—	UP	UP	
Vehicle services - Minor maintenance/repair	—	—	—	P	P	
Veterinary clinic, animal hospital	—	P	—	P	P	

Key to Zoning District Symbols

CN	Neighborhood Commercial	CG	General Commercial
CO	Office Commercial	CH	Highway and Visitor Commercial
CBD	Central Business District		

Notes:

- (1) See Article [10](#) for land use definitions.
- (2) Use Permit required except for the exceptions set forth in 18.46.050.

Section 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

Section 6. Effective Date and Publication. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

The foregoing Ordinance was introduced by Councilmember [REDACTED] at a regular meeting of the City Council of the City of Fort Bragg held on [REDACTED] and adopted at a regular meeting of the City of Fort Bragg held on [REDACTED] by the following vote:

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

Bernie Norvell
Mayor

ATTEST:

June Lemos, CMC
City Clerk

PUBLISH: [redacted] and [redacted] (by summary).
EFFECTIVE DATE: [redacted].

RESOLUTION NO. *PC 07-2021*

RESOLUTION OF THE FORT BRAGG PLANNING COMMISSION RECOMMENDING APPROVAL OF THE FORMULA BUSINESS ORDINANCE TO THE FORT BRAGG CITY COUNCIL.

WHEREAS, the City adopted an Inland General Plan and certified an Environmental Impact Report Addendum ("EIR Addendum") for the General Plan on December 2, 2012; and

WHEREAS, the City adopted an Inland Land Use and Development Code and Negative Declaration on February 10, 2014; and

WHEREAS, the adoption of an Inland Land Use and Development Code is necessary to: 1) provide a regulatory framework for implementation of the Inland General Plan; 2) to implement new state planning and land use requirements; and 3) update zoning regulations in accordance with City Council policy direction; and

WHEREAS, on February 24, 2020, the City of Fort Bragg ("City") City Council directed the staff to work with the Planning Commission to develop an Ordinance to regulate Formula Business; and

WHEREAS, the Planning Commission discussed and provided guidance on an Ordinance to regulate Formula Business on October 14, 2020; November 12, 2020; January 6, 2021; February 10, 2021 and May 5, 2021; and

WHEREAS, on April 12, 2021, the City Council adopted Urgency Ordinance No. 964-2021, which established a forty-five (45) day moratorium on approval of applications for Formula Businesses, as defined in the Ordinance, in the Inland Zoning Area; and

WHEREAS, the City Council extended the Moratorium on approval of applications for Formula Businesses for an additional 315 days on May 24, 2021 to provide for sufficient time to adopt Formula Business Regulations; and

WHEREAS, the Planning Commission considered the Inland Land Use and Development Code at a noticed public hearing on June 2, 2021, at which time all interested parties had the opportunity to be heard; and

WHEREAS, the Project is exempt pursuant to the California Environmental Quality Act ("CEQA") and Title 14, the California Code of Regulations ("CEQA Guidelines") because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

WHEREAS, the City of Fort Bragg Planning Commission held a public hearing on June 2, 2021, which included evidence establishing the following:

1. The proposed amendment is consistent with the General Plan and any applicable specific plan; and
2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
3. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

NOW, THEREFORE, the Fort Bragg Planning Commission of the City of Fort Bragg resolves as follows:

Based on the evidence presented, both oral and documentary, the Planning Commission finds the following required findings regarding the proposed Formulas Business Ordinance:

- a. The proposed amendment is consistent with a number of Goals and Policies in the Inland General Plan that focus on preserving and enhancing Fort Bragg's small town and historic character, with expanded focus on the Central Business District. The proposed amendment is also consistent with those Goals and Policies that promote economic vitality and highlight the importance of ensuring that Formula Businesses and Big Box Retail do not detract from economic vitality. Those goals and policies include: Goal LU-3, Policy LU 3.1, Policy LU-3.6, Goal LU-4, Policy LU-4.1, Policy LU-4.2, Policy LU 4.3, C-5.1, Policy CD-1.5, Goal CD-2, Policy CD-2.3, Policy CD-2.5, Policy CD-3.2, and Policy CD-6.1. Further, the proposed amendment is consistent with the intent of Community Design Element of the Inland General Plan, which is to preserve and enhance Fort Bragg's authentic, small town character and visual quality; and
- b. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City. To the contrary, the proposed amendment regulates formula businesses in order to reduce potentially detrimental impact to the public health, safety, and welfare. Unregulated establishment of formula retail establishment uses may unduly limit or eliminate business establishment opportunities for smaller or medium-sized businesses, many of which tend to be unique and unduly skews the mix of businesses towards formula retailers in lieu of those unique or start-up retailers, and results in decreasing the diversity of goods and services available to residents and visitors; and
- c. The proposed amendment is consistent with other applicable provisions of the Development Code because it addresses development in existing commercial zones within the City of Fort Bragg and provides additional guidelines and regulations for these areas. This includes policies that prohibit and discourage formula design elements that are similar to those found in other communities occupied by corporate or franchise entities, and those that maintain a sense of place and enhancing the attractiveness of the Central Business District.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Fort Bragg Planning Commission does hereby recommend Approval of the Formula Business Regulation Ordinance by the Fort Bragg City Council.

The above and foregoing Resolution was introduced by Commissioner Andreis, seconded by Chair Logan, and passed and adopted at a special meeting of the Planning Commission of the City of Fort Bragg held on the 2nd day of June, 2021, by the following vote:

AYES: Commissioners Andreis, Miklose, Roberts, and Chair Logan
NOES: None
ABSENT: None
ABSTAIN: None
RECUSED: None



Jeremy Logan, Chair

ATTEST:



Sarah Peters, Office Assistant

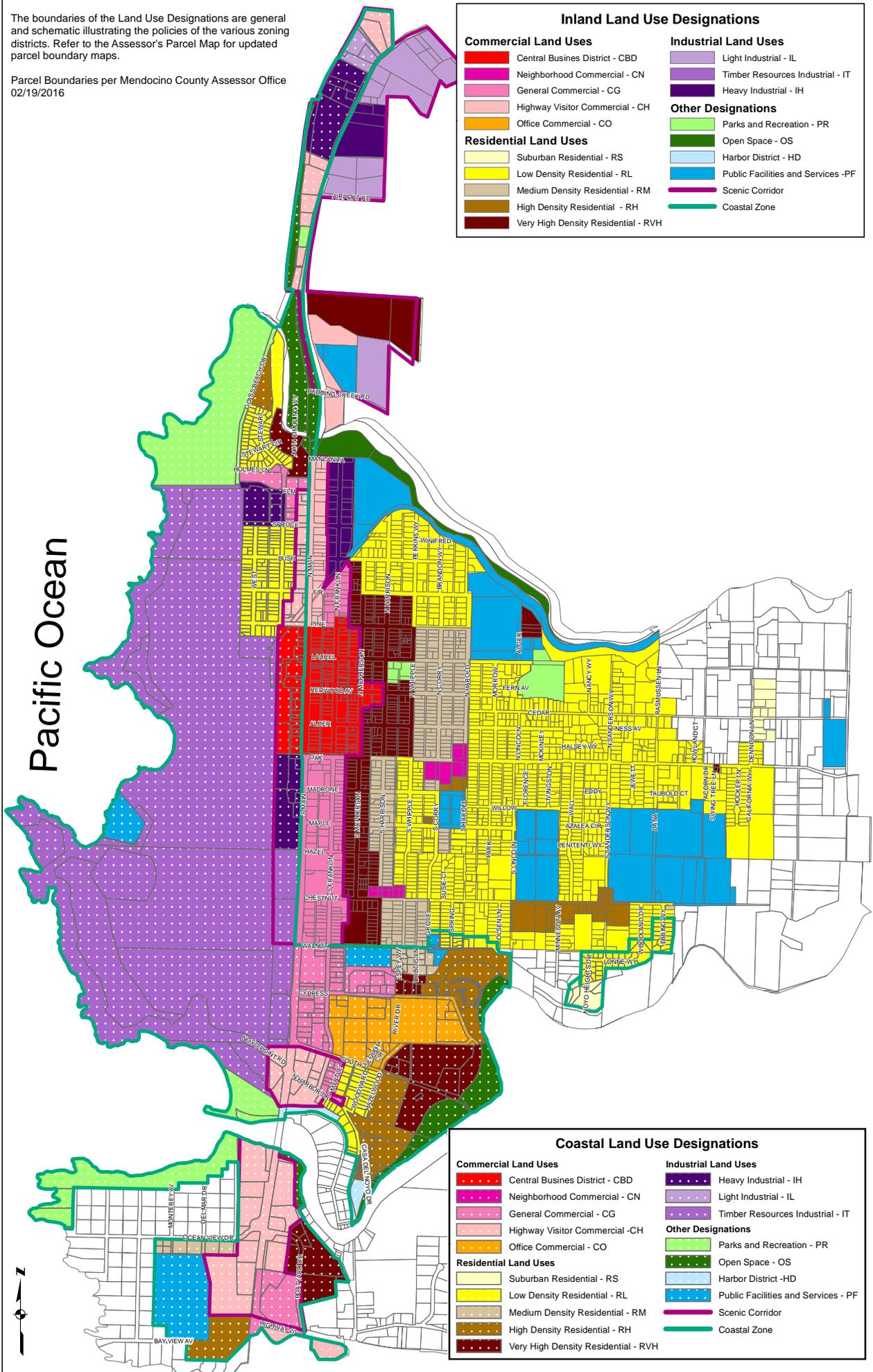
The boundaries of the Land Use Designations are general and schematic illustrating the policies of the various zoning districts. Refer to the Assessor's Parcel Map for updated parcel boundary maps.

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	

CHAPTER 18.46 FORMULA BUSINESS REGULATIONS

PLANNING COMMISSION

JUNE 28, 2021



FORMULA BUSINESS ORDINANCE

PROPOSED ACTION PLAN	PROPOSED DATE
PC Finalize Ordinance Language	May 5, 2021
Planning Commission Public Hearing	June 2, 2021
City Council Review Ordinance	June 28, 2021
City Council Introduction and Public Hearing	July 12, 2021
City Council Adopts Ordinance	August 11, 2021
Formula Business Effective Date	September 10, 2021
City Council Rescinds Moratorium	September 13, 2021

MORATORIUM ON FORMULA BUSINESS

- ▶ 45-Day moratorium on approval of applications and permits for Formula Businesses in the Inland Zoning Area
- ▶ Approved by 4/5 Councilmembers
- ▶ May 24, 2021 –City Council extended moratorium for 10 months and 15 days
- ▶ May be extended for a total period of two years
- ▶ Impacts Dollar General Application
- ▶ Moratorium for Coastal Area failed

PROPOSED ORDINANCE - LEGISLATIVE FINDINGS

- ▶ Establishes the nondiscriminatory purpose for regulating Formula Businesses
- ▶ Lengthy preamble section aka “extensive findings”
- ▶ Not codified, so it is not printed as part of the Inland Land Use Development Code (ILUDC)

PROPOSED ORDINANCE – 18.46.010 PURPOSE

- ▶ Abbreviated purpose
- ▶ Serves as an Introduction
- ▶ Included in the codified or printed ILUDC
- ▶ Adds to the support for the nondiscriminatory purpose of the Ordinance

PROPOSED ORDINANCE - 18.46.020 DEFINITIONS

- ▶ Separately, listed in Definitions 18.100 as applicable to “Formula Business Chapter”
- ▶ Replace existing definition of “Formula Business”
- ▶ Added “Commercial Establishment” instead of listing all land uses that were included or excluded from Formula Business
- ▶ Added “Payday or Check Cashing Commercial Establishment”

PROPOSED ORDINANCE – 18.46.030 REGULATIONS

Added Regulation:

- ▶ *A Formula Business Establishment may be allowed in the Commercial Zoning Districts with a Use Permit (UP).*
- ▶ *Establishment of or exterior alteration of a Formula Business is subject to Design Review as set forth in Section 18.71.050.*

PROPOSED ORDINANCE – 18.46.040 REQUIRED FINDINGS

- A. The Commercial Establishment will add to, rather than detract from, the overall economic and cultural vitality of the City; and
- B. The Commercial Establishment will not result in an over-concentration of Formula Business establishments in its immediate vicinity or in the City as a whole; and
- C. The Commercial Establishment will complement existing businesses; and
- D. The Commercial Establishment will promote diversity and variety to assure a balanced mix of commercial uses to serve both resident and visitor populations; and
- E. The Commercial Establishment has been designed to preserve and enhance the City's small town character; and
- F. The Commercial Establishment's exterior design limits "formula" architectural, sign and other components; and
- G. The Commercial Establishment's exterior design integrates existing community architectural design features.

PROPOSED ORDINANCE – 18.46.050 SELECTED EXEMPTIONS

- D. *A Formula Business that does not exceed 2,000 square feet of gross floor area, except those uses prohibited by Section 18.46.060;*
- E. *Formula Business, which if approved, would not result in Formula Business(es) occupying more than twenty-five percent (25%) of the total gross floor area of a Retail Complex or Mixed Use Project, except those uses prohibited by Section 18.46.060;*
- F. *A Formula Business, which if approved, would not result in Formula Business(es) occupying more than thirty-five percent (35%) of the total gross floor area of a Mixed Use Project in which at least thirty-five percent (35%) of total gross floor area is a residential component, except those uses prohibited by Section 18.46.060; or*
- G. *Changes in ownership of existing Formula Businesses where there is no substantial change to the land use classification of the use, or in the mode or character of the operation.*

Proposed development that qualifies as an Exemption pursuant to D, E, F, or G of this Section is subject to Design Review as provided in Section 18.71.050.

SQUARE FOOTAGE COMPARISONS – FAST FOOD RESTAURANTS

Restaurant Chain	Square Footage
McDonald's	4,500
Chick-fil-A	4,200
Burger King	3,500
Arby's	3,500
Wendy's	3,000
Chipotle's	2,600

Source: www.statista & www.restfinance

SQUARE FOOTAGE COMPARISONS – LOCAL DEVELOPMENT

Building	Square Footage
Dry Shed on Mill Site	~70,000
Safeway	~51,700
Rite Aid	~27,000
Proposed Grocery Outlet	~16,150
North Coast Brewery	~15,700
Former Sears Building	~9,800
Proposed Dollar General	~9,000
Floor Store/Holistic Sunshine (retail space only)	~2,960
Starbucks	~2,800
Taco Bell	~2,400
Speedex/Sinclair's Service Station (as expanded)	~1,800

PROPOSED ORDINANCE – 18.46.060 PROHIBITED FB USES

- A. *Formula Businesses are prohibited in the Neighborhood Commercial (CN) Zoning District.*

- B. *Formula Business Payday Lending or Check Cashing Commercial Establishments are prohibited in all Zoning Districts.*

PROPOSED ORDINANCE – 18.46.070 BURDEN OF PROOF

- ▶ *In the event the City determines that a permit application or permit is subject to this chapter for a Formula Business, the permit applicant or holder bears the burden of proving to the City that the proposed or existing use does not constitute a Formula Business.*

PROPOSED ORDINANCE – USE TABLE UPDATES

Table 2-6

Retail Trade; Services - Business, Financial, Professional; and Services - General

LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	CN	CO	CBD	CG	CH	
Formula Business	-	UP(2)	UP(2)	UP(2)	UP(2)	Chapter 18.46
Formula Business – Less than 2,001 sf	-	P	P	P	P	Chapter 18.46

(1) See Article 10 for land use definitions

(2) Use Permit required except for exemptions set forth in 18.46.050

QUESTIONS?

Lemos, June

From: Megan Caron <megancaron27@gmail.com>
Sent: Sunday, June 27, 2021 11:04 PM
To: Lemos, June
Subject: Public comment for item 8B

Greetings Council members,

Please consider keeping large formula businesses with a footprint larger than 3000 ft.² off of Franklin Street between Walnut and Fir Streets. Allowing large scale commercial development on a narrow two lane street that is often shared with residential properties is simply poor planning. It would be extremely shortsighted to jeopardize the stability and vitality (and real estate values) of the existing neighborhoods along Franklin Street with large scale commercial development. As a community that has very limited space to develop and expand its neighborhoods we should be developing the available land for a much needed workforce housing. If we must have large scale commercial development and formula businesses they belong along the highway one Corridor where it will not have a negative impact on existing residential neighborhoods.

Thank you,
Megan Caron
Fort Bragg

Lemos, June

From: ajregister@yahoo.com
Sent: Monday, June 28, 2021 9:13 PM
To: Lemos, June
Subject: RE: Formula Business ORdinance

As opposed to providing a level playing field. Thanks.

From: ajregister@yahoo.com <ajregister@yahoo.com>
Sent: Monday, June 28, 2021 9:11 PM
To: 'Lemos, June' <Jlemos@fortbragg.com>
Subject: Formula Business ORdinance

I am worried/sensitive/concerned that the city council might use such an ordinance to pick the winners in advance. Thanks.

Best Regards,

Andrew Jordan
Fort Bragg, CA

Lemos, June

From: Lemos, June
Sent: Monday, June 28, 2021 5:47 PM
To: Lemos, June
Cc: ZZZ Elected Officials
Subject: FW: City council Formula Business Ordinance

From: CDD User
Sent: Monday, June 28, 2021 4:21 PM
To: Lemos, June <Jlemos@fortbragg.com>
Subject: FW: City council Formula Business Ordinance

Hi June,

Looks like this one if for tonight. Would you like me to save it to the folder?

Sarah Peters

Sarah Peters
Office Assistant
City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437
Phone: 707-961-2827 ext. 111
Email: speters@fortbragg.com
City's website: <http://city.fortbragg.com/>



From: Paul Clark <pclark@fortbraggrealty.co>
Sent: Monday, June 28, 2021 3:14 PM
To: CDD User <CDD@fortbragg.com>
Cc: Paul Clark <pclark@fortbraggrealty.co>; CMAR (CMAR@MCN.ORG) <cmar@mcn.org>
Subject: City council Formula Business Ordinance

8B. 21-309
06282021 Formula Business Ordinance
Att. 1 - Ordinance
Att. 2 - Planning Commission Resolution
Att. 3 - Zoning Map

Be very careful with this, I don't feel it will be too long a time when the city will regret this action. With all the vacant buildings adding one more hurdle makes no sense. And don't blame me when I say "I told you so" when Dollar General sues the city. I would totally expect this action. What the city has done to their applicatioin in particular is not right, and I pretty much bet the courts would agree should they sue.

The fact that the inland area is under different rules than coastal should be enough to win a suit. The coastal area for once is less restritive. Who would have guessed that one?

Thank you

Paul Clark

Public Comment City Council meeting 6-28-2021 item 8B, 21-309

I want to thank the Planning Commission, City Council and City staff for being close to adopting a resolution for a formula business ordinance to amend the Inland Land Use and Development Code (provide additional regulations).

This has been a long overdue issue. It has been in the works for 4 years.

Reading the staff report I want to share with you that I am very concerned with the already current proliferation of small fast food/quick service restaurants. We definitely do not need additional fast food/quick service restaurants. We already have McDonald's, Starbucks, Taco Bell, and expanded service stations with fast food.

Please exclude all future small fast food/quick service restaurants from the exemption. Many of these encourage unhealthy food habits, empty calories (have little or no nutritional value), provide a diet based on sugar and salt, are not homegrown, have no mineral value, cause diabetes, diabetes and obesity even in children and are potentially cancer causing as they might also contain red, yellow and green dyes. These meals are often packaged in styrofoam, plastic, or aluminum that end up in the land fill.

With a potential Grocery Outlet and a potential Dollar General there would be plenty of small fast food/quick service food items available.

We also do not need any more chain hotels.

The staff report lists on page 4 required findings for approval. Section 18.46.050 A to G are all very vague and can be always interpreted to suit the needs of a formula business as we saw in the applications for the Hare Creek mall and the Grocery Outlet at S. Franklin Street.

Even though the City Council on April 12, 2021 failed to adopt an Urgency Ordinance for a Formula Business Moratorium in the Coastal Zoning Areas it is still very much needed in order for Fort Bragg not to turn into "Anywhere USA!" We know that having it approved by the Coastal Commission will take close to a year alone. With the mill site opening up we need to be more proactive.

Please work on an Ordinance for a Formula Business Moratorium in the Coastal Zoning Areas. A lot of the research done with this Ordinance can be used also for the Coastal Zoning Areas.

Sincerely, Annemarie Weibel
6-28-2021
aweibel@mcn.org



City of Fort Bragg

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

Text File

File Number: 21-332

Agenda Date: 6/28/2021

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8C.

Receive Report and Consider Endorsing and Encouraging Voluntary Implementation of Stage 2
Water Conservation Measures in Fort Bragg



AGENCY: City Council
MEETING DATE: June 28, 2021
DEPARTMENT: City Manager/Public Works
PRESENTED BY: T. Miller/J. Smith
EMAIL ADDRESS: tmiller@fortbragg.com
jsmith@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Endorsing and Encouraging Voluntary Implementation of Stage 2 Water Conservation Measures in Fort Bragg

ISSUE:

The City of Fort Bragg Municipal Code Chapter 14.06, Water Conservation, currently sets forth the parameters for the City to declare a water emergency and implement mandatory water conservation consistent with the Stage or level of the emergency. As we have discussed, staff has determined that the parameters as set forth in the Code occur too late in a water shortage for water conservation to be truly effective in managing a water emergency. Action is necessary before the City crosses those thresholds and not after.

The City has not met any of the thresholds to declare a water emergency and implement water conservation measures but staff feels it prudent to ask our residents and water customers to target a Stage 2 conservation goal to reduce normal water usage by 10-20% for this time of year.

An Ordinance was scheduled for public hearing and introduction this evening with five conservation levels. The voluntary water reduction measures set forth in the attached resolution reflect the conservation measures consistent with the proposed Ordinance at Stage 2 "Water Warning." By requesting early voluntary implementation, water customers have an opportunity to get accustomed to the revised conservation measures and stages prior to invoking mandatory compliance.

ANALYSIS:

Fort Bragg Municipal Code Chapter 14.06, Water Conservation, section 14.06.020 was most recently updated on January 25, 2016 and sets forth the three independent triggers that measure the City's ability to replenish water storage. The City has not currently met any one of those requirements. The Ordinance considered by the City Council this evening provides more flexibility in the City Manager's decision to set a conservation stage.

Governor Newsom [declared a state of emergency](#) for Mendocino and Sonoma County due to drought conditions on April 21, 2021. On May 10, 2021, the Governor extended that state of emergency to 39 additional counties. As discussed, current flows in the Noyo River are lower than any year since 1977 and City staff has been preparing for drought conditions since late March. The City of Fort Bragg's water supply system relies solely on three surface water sources: Waterfall Gulch (tributary to Hare Creek), Newman Gulch (tributary to Noyo River), and the Noyo River (diversion is at Madsen Hole).

AGENDA ITEM NO. 8C

By making incremental reductions in our water usage today, we may avoid a higher level Water Emergency later. The City Council issued a voluntary Stage 1 water emergency on May 10, 2021. The chart below indicates the level of success from that early request of City Water Customers.

MONTH/YEAR	MILLON GALLONS A DAY AVERAGE	CHANGE FROM PRIOR YEAR
June, 2021 (to-date)	0.768	(7.8%)
June, 2020	0.833	(15.7%)
June, 2019	0.988	-

As of June 25, 2021, the Noyo river flows have dropped to 2.57 cubic feet per second (cfs). This is down from 3.85 csf a week ago on June 18, 2021. However, at least part of the reason for this decrease is lawful diversions farther up the river. Stream flows at Waterfall Gulch have declined 12.5% from April and stream flows from Newman Gulch have declined 8% since April.

RECOMMENDED ACTION:

Adopt Resolution recommending and encouraging voluntary implementation of Stage 2 water conservation measures which target a 10-20% decrease in water usage from the same time in the base year.

ALTERNATIVE ACTION(S):

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

FISCAL IMPACT:

Reduced water usage will impact Water Fund revenues during the time frame customers practice water conservation, however, the Water Fund’s reserves and fund balance can absorb the loss. A small reduction now may mitigate the necessity of more significant mandatory water conservation measures in the future that would have a greater impact on revenue.

GREENHOUSE GAS EMISSIONS IMPACT:

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

CONSISTENCY:

N/A

IMPLEMENTATION/TIMEFRAMES:

The request for voluntary compliance with Stage 2 water conservation measures would be immediate and if implemented, additional water usage could be reduced immediately.

ATTACHMENTS:

1. Resolution

NOTIFICATION:

N/A

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
RECOMMENDING AND ENCOURAGING VOLUNTARY IMPLEMENTATION
OF STAGE 2 WATER CONSERVATION MEASURES**

WHEREAS, the City of Fort Bragg has experienced significantly less rainfall over the past two years, placing the City in an extreme drought condition; and

WHEREAS, the water flows from the City's three raw water sources continue on a downward trend; and

WHEREAS, as of June 18, 2021, the Noyo River flow was 3.85 cubic feet per second (csf) and had declined 83% since April 12, 2021 as compared to 1977 for the same time period when flows declined 78%; and

WHEREAS, as of June 24, 2021, the Noyo River flow was nearing 2.57 cubic feet per second; and

WHEREAS, as of June 18, 2021, total stream flow in Waterfall Gulch had declined by 12.5% since April 12, 2021; and

WHEREAS, as of June 18, 2021, total stream flow in Newman Gulch had declined by 8% since April 12, 2021; and

WHEREAS, the high tides during periods of low flow levels on the Noyo River increases salinity content impairing the City's ability to replenish water supply from the Noyo River; and

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

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

WHEREAS, the City's water supply and ability to replenish its supply have not dropped to the levels established in the Fort Bragg Municipal Code section 14.06.020 which would require that the City declare a water emergency. However, implementing further conservation measures now will reduce future impacts on the City's water supply and water storage levels and potentially avoid a greater level of water emergency; and

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

1. It is in the best interests of the City of Fort Bragg to encourage voluntary compliance with Stage 2 water conservation measures.
2. Waiting to implement water conservation measures until the established triggers set forth in Fort Bragg Municipal Code section 14.06.020 may be too late to avoid or reduce future water shortages.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby recommend and encourage voluntary implementation of water conservation measures consistent with a Stage 2 Water Warning (Fort Bragg Proposed Ordinance 969-2021) with a goal of reducing citywide water usage by 10-20%, as outlined below:

1. Water will only be used for "beneficial uses" as that term is defined in Subarticle 2 of Article 2 of Chapter 2 of Division 3 of Title 23 of the California Code of Regulations, [14

CCR § 659 et seq]. Beneficial uses include, but are not limited to, domestic use and irrigation use. All wasteful use of water that constitutes water misuse as defined in 23 CCR § 4000(c) is prohibited. Wasteful uses include, but are not limited to, any unreasonable water use or unreasonable method of water use.

2. During water use, water shall be confined to the customer's property and shall not be allowed to run off to adjoining property private or public walkways and sidewalks, roadways, parking lots or other structures. Care shall be taken not to water past the point of saturation.
 3. Landscape irrigation, including public and private streetscape landscaping (medians and frontage), shall be limited to a maximum of three days per week, with the exception of drip irrigation, which may be conducted on any day.
 - a. Customers may only irrigate on Tuesdays, Thursdays and Saturdays from 12am to 9am and 6pm to 11:59pm.
 - b. No irrigation is permitted on Mondays, Wednesdays, Fridays, or Sundays.
 4. Free flowing hoses are prohibited for all uses including landscape watering, vehicle and equipment washing, ponds, and evaporative coolers. Automatic shut-off devices shall be installed on any hose or filling apparatus while in use.
 5. All pools, spas and ornamental fountains/ponds shall be equipped with a recirculation pump and shall be constructed to be leak proof. Pool draining and refilling shall be allowed only to the extent required for health, maintenance, or structural considerations, and must otherwise comply with all applicable federal, state and local stormwater management requirements, including but not limited to Chapter 12.14, Drainage Facility Improvements and Drainage Fees.
 6. Residents and business owners shall repair all water leaks as soon as feasibly possible, but no later than 5 days after notification by the City or discovery by the owner.
- B. During a Stage 2 (Water Warning) conservation stage, the following restrictions shall apply:
1. All Stage 1 (basic stage) restrictions shall continue to apply, except to the extent they are replaced by more restrictive requirements imposed by this subsection.
 2. Landscape irrigation, including public and private streetscape landscaping (medians and frontage), shall be limited to a maximum of two days per week, with the exception of drip irrigation, which may be conducted on any day.
 - a. Customers may irrigate only on Tuesdays and Saturdays from 12am to 9am and 6pm to 11:59pm.
 - b. No irrigation is permitted on Mondays, Wednesdays, Thursdays, Fridays and Sundays.

3. Water use for the washing of streets, parking lots, driveways, sidewalks, buildings or other hardscape surfaces is prohibited, except as necessary for health, sanitation or fire protection purposes.
4. Restaurants shall serve water only upon specific request.
5. Hotels, motels and other commercial lodging establishments shall offer patrons the option to forego the daily laundering of towels, sheets and linens. Each lodging establishment shall prominently display notice of this option in each guestroom using clear and easily understood language.
6. Residents and business owners shall repair all water leaks as soon as feasibly possible, but no later than 3 days after notification by the City or discovery by the owner.

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 28th day of June, 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk



City of Fort Bragg

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

Text File

File Number: 21-333

Agenda Date: 6/28/2021

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8D.

Receive Oral Staff Report and Consider Adopting a Resolution Authorizing and Ratifying Emergency Repair of a Sewer Force Main and Authorizing the City/District Manager to Complete and Execute Agreements and Documents

RESOLUTION NO. ____-2021

RESOLUTION OF THE FORT BRAGG CITY COUNCIL

and

RESOLUTION NO. ID ____-2021

RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD

AUTHORIZING AND RATIFYING EMERGENCY REPAIR OF A SEWER FORCE MAIN CONNECTING THE ELM STREET PUMP STATION TO THE CITY WASTEWATER TREATMENT FACILITY AND AUTHORIZING THE CITY/DISTRICT MANAGER TO COMPLETE AND EXECUTE RELATED AGREEMENTS AND DOCUMENTS

WHEREAS, on June 23, 2021, at approximately 3:00am the alarm at the Elm Street Pump Station alerted City staff to high wet well levels; and

WHEREAS, after an initial assessment, it was discovered that the connecting sewer force main had burst resulting in an eight inch hole and as a result the pressure in the sewer line needed to move the liquid from the pump station to the City's Wastewater Treatment Facility was insufficient; and

WHEREAS, the level of liquid waste in the Elm Street pump station wet well was close to exceeding capacity, at which point would result in a reportable sewer spill; and

WHEREAS, City staff responded by continuously pumping waste from the pump station wet well into two Trucks and transporting it to the nearest sewer manhole intake; and

WHEREAS, continuous transporting of waste required continuous running of two pumps that on an average day would operate for three hours or less; and

WHEREAS, maintaining the twenty-four (24) hour a day operation of pumping and transporting waste to the nearest sewer manhole intake was unsustainable for the City's equipment and staffing resources; and

WHEREAS, repair of the sewer force main was critical to avoid waste reaching the top of the wet well and creating a sewage spill risking public health, safety and property damage; and

WHEREAS, by morning on June 24, 2021, City staff was able to secure emergency response from contractors to reroute and bypass the sewer from the Elm Street Pump Station to an available sewer intake and to repair the sewer force main, and the contractors were able to complete the repairs before the end of the day on June 25, 2021; and

WHEREAS, emergency contracting procedures are set forth in the Fort Bragg Municipal Code and the Public Contract Code to expedite emergency repairs; and

WHEREAS, Public Contract Code provides the following:

22050. (a) (1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly

related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

(2) Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

(b) (1) The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer, the authority to order any action pursuant to paragraph (1) of subdivision (a).

20168. In case of an emergency, the legislative body may pass a resolution by a four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property. Upon adoption of the resolution, it may expend any sum required in the emergency without complying with this chapter. If notice for bids to let contracts will not be given, the legislative body shall comply with Chapter 2.5 (commencing with Section 22050); and

WHEREAS, the Fort Bragg Municipal Code is consistent with Public Contract Code by providing the following:

Section 3.20.030

D. In case of an emergency, when public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property.

G. When, by a four-fifths vote, the District Board specifically waives the procedures described in this chapter and authorizes staff to negotiate the purchase; and

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

1. Immediate response and repair of the burst sewer force main at the Elm Street Pump Station was necessary to avoid a sewer spill and to protect public health, safety and property damage.
2. Competent contractors were hired to respond to the emergency and complete the needed repairs.
3. Wastewater Enterprise Funds are available to complete the emergency project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby ratify and approve the completion of emergency work according to the codes listed herein and authorizes the City/District Manager to execute and complete contracts and related paperwork to finalize the repairs.

The above and foregoing Resolution was introduced by Council/Board Member _____, seconded by Council/Board Member _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 28th day of June, 2021, by the following vote:

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

**Bernie Norvell
Mayor/Chair**

ATTEST:

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



City of Fort Bragg

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Text File

File Number: 21-324

Agenda Date: 6/28/2021

Version: 1

Status: Closed Session

In Control: City Council

File Type: Staff Report

Agenda Number: 9A.

CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6: City Negotiator: Tabatha Miller, City Manager; Employee Organizations: Fort Bragg Police Association



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File Number: 21-325

Agenda Date: 6/28/2021

Version: 1

Status: Closed Session

In Control: City Council

File Type: Staff Report

Agenda Number: 9B.

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