



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, December 11, 2023

6:00 PM

Town Hall, 363 N. Main Street and Via Video
Conference

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COUNCILMEMBERS PLEASE TAKE NOTICE

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

ZOOM WEBINAR INVITATION

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

You are invited to a Zoom webinar.

When: Dec 11, 2023 06:00 PM Pacific Time (US and Canada)

Topic: City Council Meeting

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/87828443206>

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

Webinar ID: 878 2844 3206

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

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.

WRITTEN PUBLIC COMMENTS: Written public comments received after agenda publication are forwarded to the Councilmembers as soon as possible after receipt and are available for inspection at City Hall, 416 N. Franklin Street, Fort Bragg, during normal business hours. All comments will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible, except comments that are in an unrecognized file type or too large to be uploaded to the City's agenda software application. Public comments may be submitted to City Clerk June Lemos, jlemos@fortbragg.com.

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

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

- 5A. [23-420](#)** Adopt City Council Resolution Extending the Temporary Waiver of the Parking In-Lieu Fee for Changes of Use in the Central Business District and Finding the Action Exempt from CEQA

Attachments: [RESO Parking in Lieu Fee Waiver](#)

- 5B. [23-430](#)** Adopt Resolution Extending the Water Capital Improvement Fee and the Wastewater Capital Improvement Fee Deferment for Restaurants, Cafes, and Coffee Shops in the Central Business District and Declaring the Deferment exempt from CEQA under 14 CCR15273(a)(4).

Attachments: [Reso Capacity Fee Waiver](#)

- 5C. [23-435](#) Adopt Certificate of Completion for Elm Street Lift Station Project and Direct District Clerk to File Notice of Completion
Attachments: [Certificate of Completion](#)
[Notice of Completion](#)
- 5D. [23-436](#) Accept Certificate of Completion for Domestic Boilers and Storage Tank Replacement Project and Direct City Clerk to File Notice of Completion
Attachments: [Certificate of Completion](#)
[Notice of Completion](#)
- 5E. [23-466](#) First Amendment to Ducey City Manager Employment Agreement
Attachments: [City Manager Amendment](#)
- 5F. [23-455](#) Consider Approval of City Manager Employment Agreement Between the City of Fort Bragg, a Municipal Corporation, and Isaac Whippy
Attachments: [Whippy CM Agreement revised 12-5-23](#)
- 5G. [23-444](#) Approve Minutes of Special Closed Session of November 13, 2023
Attachments: [CCM20231113 Special Closed Session](#)
- 5H. [23-445](#) Approve Minutes of Special Closed Session of November 27, 2023
Attachments: [CCM20231127 Special Closed Session](#)
- 5I. [23-446](#) Approve Minutes of Special Closed Session of November 30, 2023
Attachments: [CCM20231130 Special Closed Session](#)
- 5J. [23-428](#) Approve Minutes of November 27, 2023
Attachments: [CCM11272023](#)
- 5K. [23-433](#) Resolution of the Fort Bragg City Council Appointing Diana Sanchez as City Clerk and Confirming the Pay Rates/Ranges for all City of Fort Bragg Established Classifications
Attachments: [RESO City Clerk Appointment](#)
[2023.12.11 CompSchedule City Clerk](#)
- 5L. [23-461](#) Introduction and Swearing In of City Clerk Diana Sanchez
Attachments: [Sanchez Oath of Office](#)

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. [23-418](#) (1) Introduce, by title only, and Waive Further Reading of Ordinance 895-2023 Amending Division 18 to the Fort Bragg Municipal Code to Amend Chapter 18.21.030(B)(C) "Residential District Allowable Land Uses and Permit Requirements" & 18.21.050 "Residential District Site Planning and Building Standards", to Repeal and Replace 18.42.170 "Second Units - Accessory Dwelling Unit and Junior Accessory Dwelling Unit" and to Amend Chapter 18.71.050 "Design Review" And Chapter 18.100 "Definitions" to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.

(2) Consider the Fort Bragg Planning Commission's Recommendation that the City Council Submit a Local Coastal Plan Amendment Application (LCP 1-23) to the Coastal Commission Amending Division 17 of the Fort Bragg Municipal Code to be Consistent with State Laws relating to Accessory Dwelling Units by Amending Division 17 to the Fort Bragg Municipal Code to Amend Chapter 17.21.030(B)(C) "Residential District Allowable Land Uses and Permit Requirements" & 17.21.050 "Residential District Site Planning and Building Standards", to Repeal and Replace 17.42.170 "Second Units" and to Amend Chapter 17.71.050 "Design Review" and Chapter 17.100 "Definitions" to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.

Attachments: [S0taff Report ILUDC 1-23](#)

[Att 1 Ord 895-2023 Amending Division 18](#)

[Att 2 Reso Division 17 LCPA](#)

[PC Resolution LCP-1-23](#)

[PC Resolution ILUDC 1-23](#)

[Att 3 - Consistency Analysis ADUs 10-31-2023](#)

[Public Hearing Notice ADU 11-30-2023](#)

- 7B.** [23-419](#) Receive Report and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 897-2023 Amending Division 18 to the Fort Bragg Municipal Code to Adopt Amendments to the Inland Land Use and Development Codes (Division 18 of the Fort Bragg Municipal Code) to Comply with Recent Changes in State of California Housing Law Related to Urban Lot Splits and Two Unit Development; and Adopt a Resolution of the City Council to Submit a Local Coastal Plan Amendment Application to the Coastal Commission Amending the Coastal Land Use and Development Code (Division 17 of the Fort Bragg Municipal Code) to Comply with Recent Changes in State of California Housing Law Related to Urban Lot Splits and Two Unit Development

Attachments: [Staff Report Urban Lot Split](#)

[Att 1 - Ord 897-2023 Amending Division 18](#)

[Att 2 - CC Reso CLUDC Urban Lot Split Amend 11-28-2023](#)

[PC Reso CLUDC Urban Lot Split](#)

[PC Reso ILUDC Urban Lot Split](#)

[Att 5 - Consistency Analysis 12-11-2023](#)

[Public Hearing Notice 11302023](#)

8. CONDUCT OF BUSINESS

- 8A.** [23-421](#) Receive Report and Consider Adoption of City Council Resolution Approving Redwood Waste Solutions Residential, Commercial and Multifamily, and Rolloff Rate Increases

Attachments: [12112023 RWS Disposal Rate Adjustment](#)

[Att 1 - Resolution](#)

[Att 2 - Ex A RWS Rate Increase](#)

- 8B.** [23-427](#) Receive Report and Adopt Resolution Approving a Budget Amendment 2023/24-09 and a resolution for the City Manager to Execute a Contract with the County of Mendocino for the City to Operate the Extreme Weather Shelter for FY23/24 and FY24/25

Attachments: [Staff Report Extreme Weather Shelter Program](#)

[RESO xxx Budget Amendment 2024](#)

[Cost Plan - Extreme Winter Shelter](#)

[County Services Agreement](#)

[Exhibit A HHAP Contract](#)

[Exhibit B HHAP Contract](#)

[Exhibit C: Budget Amendment 2023-24-09](#)

- 8C. [23-437](#) Resolution of the Fort Bragg City Council Reciting the Fact of the Special All-Mail Ballot Municipal Election Held on November 7, 2023, Declaring the Result and Such Other Matters as Provided by Law

Attachments: [Reso 2023 Election Certification](#)
[2023 Election Certification](#)
[Exhibit A - Election Results 2023](#)

- 8D. [23-448](#) Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment No. 2023/24-10 of \$53,466 and Authorizing the City Manager to Execute a Contract with Axon Enterprises, Inc. for Body-Worn Camera Video Equipment, TASER 10 Conducted Energy Weapons, Software and Unlimited Storage Services (Amount Not to Exceed \$267,329.73 Account No. 167-4215-0381)

Attachments: [Staff Report Axon OSP10 Contract](#)
[Attachment #1: RESO Axon OSP10](#)
[Attachment #2: Exhibit A - AXON Quote for Services](#)
[Attachment #3: Exhibit B - AXON Contract: Master Services and Purchasing Ag](#)
[Attachment #4: Exhibit C Budget Amendment 2023-24-10](#)

- 8E. [23-447](#) Financial Update: Receive and File Quarter One FY 2023/24 Financial Report

Attachments: [Staff Report FY 2024 Quarter One Financial Report](#)
[FY 2023-24 Q1 Financial Report](#)

ADJOURNMENT

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

**NEXT REGULAR CITY COUNCIL MEETING:
 6:00 P.M., MONDAY, January 8, 2024**

STATE OF CALIFORNIA)
)ss.
 COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on December 7, 2023.

Diana Sanchez
 Administrative Analyst



City of Fort Bragg

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

Text File

File Number: 23-420

Agenda Date: 12/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5A.

Adopt City Council Resolution Extending the Temporary Waiver of the Parking In-Lieu Fee for Changes of Use in the Central Business District and Finding the Action Exempt from CEQA
The proposed resolution will extend the moratorium on parking in-lieu fees that are charged to new businesses upon a change of use for an existing retail space in downtown. This has been a long-term temporary measure. Funds have recently been secured to conduct a Central Business District (CBD) Parking Evaluation. Community Development will bring a Scope of Work to the City Council for approval. The project will include:

- Holding community meetings to get input from CBD businesses, employees, and residents regarding the project choices and code modifications;
- Providing costs estimates for parking lot acquisition, evaluate location preferences, and provide preliminary design for up to two selected parking lots;
- Preparing and presenting code modifications and a parking lot feasibility study to Planning Commission and City Council in a workshop format to get direction regarding the proposed code updates and potential acquisition of land for parking lots; and
- Preparing a report and ordinance for code updates to present to Planning Commission and Council for adoption.

In the meantime, the proposed resolution will continue to allow new businesses to relocate to the Central Business District without having to either create new parking or pay in-lieu parking fees.

RESOLUTION NO. ____-2023

RESOLUTION OF THE FORT BRAGG CITY COUNCIL EXTENDING THE TEMPORARY WAIVER OF THE PARKING IN-LIEU FEE FOR CHANGES OF USE IN THE CENTRAL BUSINESS DISTRICT AND FINDING THE ACTION EXEMPT FROM CEQA

WHEREAS, the City of Fort Bragg adopted updated parking in-lieu fees (“Fees”) based on a nexus study completed in 2007; and

WHEREAS, on July 25, 2011, the City Council adopted Resolution No. 3467-2011 reducing the Fees by 50%; and

WHEREAS, on October 22, 2012, the City Council adopted Resolution No. 3576-2012 to provide a temporary (two-year) waiver for payment of the fee that extended through December of 2014; and

WHEREAS, on February 9, 2015, the City Council adopted Resolution No. 3780-2015 to extend the temporary waiver of the parking in-lieu fee until December 31, 2016; and

WHEREAS, on November 28, 2016, the City Council adopted Resolution No. 3959-2016 to extend the temporary waiver of the parking in-lieu fee until December 31, 2018; and

WHEREAS, on January 28, 2019, the City Council adopted Resolution No. 4148-2019 to extend the temporary waiver of the parking in-lieu fee until December 31, 2019; and

WHEREAS, on January 13, 2020, the City Council adopted Resolution No. 4222-2020 to extend the temporary waiver of the parking in-lieu fee until December 31, 2020; and

WHEREAS, on December 14, 2020, the City Council adopted Resolution No. 4335-2020 to extend the temporary waiver of the parking in-lieu fee until December 31, 2021; and

WHEREAS, on December 13, 2021, the City Council adopted Resolution No. 4482-2021 to extend the temporary waiver of the parking in-lieu fee until December 31, 2022; and

WHEREAS, on November 28, 2022, the City Council adopted Resolution No. 4633.2022 to extend the temporary waiver of the parking in-lieu fee until December 31, 2023; and

WHEREAS, the continued slow pace of recovery in Fort Bragg after the 2009 recession and the recent pandemic and Shelter-in-Place orders has contributed to a number of vacant storefronts which continues to impact the economic vitality of the downtown; and

WHEREAS, during the past years while the fee waiver was in place, a number of business owners have benefited from the waiver as it has allowed them to expand the

hours of operation, and to establish new uses in vacant buildings thereby improving the overall vitality of the downtown area; and

WHEREAS, the fees are voluntary fees that a business owner or property owner can pay in lieu of providing parking onsite as required by the Land Use and Development Code; and

WHEREAS, the City Council wants to assist local businesses by extending the temporary waiver of the fees for businesses that are considered a "change of use" within an existing structure for an additional one year (i.e., until December 31, 2024).

NOW, THEREFORE, BE IT RESOLVED, based on all the evidence presented the City Council finds as follows:

1. The foregoing recitals are true and correct and are made a part of this Resolution.
2. Re-imposing the fees would make it more difficult for financially-challenged businesses to expand their operations in order to become more profitable and thereby contribute to the vibrancy of the Central Business District and the greater Fort Bragg Commercial District; and
3. Re-imposition of the fees could result in discouraging potential businesses and existing businesses from expanding use or engaging in new enterprises in the Central Business District and the greater Fort Bragg Commercial District; and
4. Parking in the Central Business District and the greater Fort Bragg Commercial District has not reached a critical level as far as availability during most hours and times of year; and
5. Extension of the fee waiver is consistent with the City's Priority Area 1: Jobs/Industry and Goal 3 - Foster and help sustain local businesses.

BE IT FURTHER RESOLVED, the temporary waiver of the parking in-lieu fee is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Title 14, the California Code of Regulations ("CEQA Guidelines"), Section 15273(a)(4) which provides a statutory exception for modifications to fees for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas.

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby approve a temporary waiver of the Parking In-Lieu Fee for changes of use in the Central Business District until December 31, 2024.

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 11th day of December 2023, by the following vote:

AYES:
NOES:
ABSENT:

**ABSTAIN:
RECUSED:**

BERNIE NORVELL
Mayor

ATTEST:

Cristal Munoz
Acting City Clerk



City of Fort Bragg

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

Text File

File Number: 23-430

Agenda Date: 12/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5B.

Adopt Resolution Extending the Water Capital Improvement Fee and the Wastewater Capital Improvement Fee Deferment for Restaurants, Cafes, and Coffee Shops in the Central Business District and Declaring the Deferment exempt from CEQA under 14 CCR15273(a)(4).

RESOLUTION NO. ____ -2023

RESOLUTION OF THE FORT BRAGG CITY COUNCIL EXTENDING THE WATER CAPITAL IMPROVEMENT FEE DEFERMENT FOR RESTAURANTS, CAFES, AND COFFEE SHOPS IN THE CENTRAL BUSINESS DISTRICT AND REQUESTING THAT THE WASTEWATER CAPITAL IMPROVEMENT FEE BE SIMILARLY DEFERRED AND DECLARING THE DEFERMENT EXEMPT FROM CEQA UNDER 14 CCR15273(a)(4)

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

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

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

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

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

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

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

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

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

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

WHEREAS, lack of food service businesses in the Central Business District, particularly on Franklin Street, has been cited as a contributing factor to the increase in

vacant buildings. The lack of food service businesses has also been blamed as partially responsible for the limited hours of operation in the Central Business District, which in turn reduces the pedestrian traffic; and

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

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

WHEREAS, the City Council on December 27, 2021, by Resolution No. 4495-2021, resolved to temporarily defer the Water Capital Improvement Fee and the Wastewater Capital Improvement Fee for Restaurants, Cafes and Coffee Shops in the Central Business District; and

WHEREAS, the Fee deferment expires December 31, 2023 and may be extended by the City Council until December 31, 2025.

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

1. Based on all the evidence presented, the City Council finds as follows:
 - a. The foregoing recitals are true and correct and are made a part of this Resolution.
 - b. The continued deferral of the Water Capital Improvement Fee could result in encouraging potential Restaurant, Cafe, and Coffee Shop businesses (as defined in the City's Inland Land Use & Development Code) to expand their existing use or engage in new enterprises in the Central Business District; and
 - c. Expanded and newly established Restaurant, Cafe, and Coffee Shop businesses in the Central Business District would add additional pedestrian traffic to the neighborhood and create a destination or anchor that would benefit other businesses in the Central Business District; and
 - d. The continued deferral of the Water Capital Improvement Fee is consistent with the City's Priority Area 1: Jobs/Industry and Goal 3 - Foster and help sustain local businesses.
2. At the request of an applicant, the City shall defer collection of the Water Capital Improvement Fee where such fee would otherwise be due in connection with a change in occupancy in the Central Business District to the extent the resulting occupancy is a Restaurant, Cafe or Coffee Shop. No applicant shall be required by the City to request a deferral.
3. Such deferral may only be requested in connection with a building permit that is issued no earlier than the date of this Resolution and no later than December 31, 2025.
4. The deferred Fee may be paid to the City at any time; the amount due shall

be calculated based on the Fee that would be due if the change in use occurred at the time the Fee is actually paid (ie, the then-current rate schedule will apply; not the schedule that was in effect at the time deferral was granted).

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

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a special meeting of the City Council of the City of Fort Bragg held on the 11th day of December, 2023, by the following vote:

**AYES:
NOES:**

**ABSENT:
ABSENT:
ABSTAIN:
RECUSED:**

**Bernie Norvell
Mayor**

ATTEST:

**Cristal Munoz,
Acting City Clerk**



City of Fort Bragg

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

Text File

File Number: 23-435

Agenda Date: 12/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5C.

Adopt Certificate of Completion for Elm Street Lift Station Project and Direct District Clerk to File Notice of Completion



CITY OF FORT BRAGG

Incorporated August 5, 1889

416 N. Franklin Street, Fort Bragg, CA 95437

Phone: (707) 961-2823 Fax: (707) 961-2802

www.FortBragg.com

CERTIFICATE OF COMPLETION

All items of work and the provisions of the contract executed with Fort Bragg Electric, Inc. for labor, materials, equipment, and supervision for the Elm Street Lift Station Project dated July 1, 2023, have been completed.

This project as described above was awarded by the District Board of the Fort Bragg Municipal Improvement District No. 1 by resolution at their meeting of June 12, 2023.

It is recommended that the completed project be accepted by the District Board.

DocuSigned by:

Chantell O'Neal

714E1085226D467...

Chantell O'Neal

Assistant Director of Engineering

DATED: November 30, 2023.

EXHIBIT "A"

RECORDING REQUESTED BY:

City of Fort Bragg

AND WHEN RECORDED, RETURN TO:

City of Fort Bragg
416 North Franklin Street
Fort Bragg, California 95437
Attention: Cristal Munoz, Acting City Clerk

The City is exempt from recordation fees per Government Code §27383.

NOTICE OF COMPLETION

1. The undersigned is the duly authorized agent of the owner, City of Fort Bragg.
2. The full name of the owner is City of Fort Bragg, a municipal corporation.
3. The nature of the interest of the owner is a fee interest.
4. This project was constructed in accordance with the Construction Agreement entitled **Elm Street Lift Station Project**, dated July 01, 2023.
5. The name of the contractor of the improvement work is FORT BRAGG ELECTRIC, PO Box 1578, Fort Bragg, CA 95437. The contract was awarded to this firm on June 12, 2023, pursuant to Resolution No. ID 475-2023 by the Fort Bragg City Council.
6. The address of the owner is City of Fort Bragg, 416 North Franklin Street, Fort Bragg, California 95437.
7. On November 30, 2023, Chantell O’neal, Assistant Director of Public Works, executed a Certificate of Completion for the above-referenced project indicating that this project was completed as of that date. See Certificate of Completion attached hereto as Exhibit A.

State of California)
County of Mendocino)

I hereby certify under penalty of perjury that the foregoing is true and correct:

City Council Approval

CITY OF FORT BRAGG

December 12, 2023
(Date)

By: _____
Cristal Munoz
Acting City Clerk

PROOF OF SERVICE BY MAIL
(Code of Civil Procedure Sections 1013a, 2015.5)

I am over the age of 18 years, employed in the County of Mendocino, and not a party to the within action; my business address is Fort Bragg City Hall, 416 North Franklin Street, Fort Bragg, California 95437.

On December 12, 2023, I served the attached document by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully prepaid, via Certified Mail, Return Receipt Requested, in the United States mail at Fort Bragg, California addressed as follows:

Mark Mertle
President
Fort Bragg Electric
PO Box 1578
Fort Bragg, CA 95437

Executed on December 12, 2023, at Fort Bragg, Mendocino County, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

ATTEST:

Cristal Munoz
Acting City Clerk



City of Fort Bragg

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

Text File

File Number: 23-436

Agenda Date: 12/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Certificate of
Completion

Agenda Number: 5D.

Accept Certificate of Completion for Domestic Boilers and Storage Tank Replacement Project
and Direct City Clerk to File Notice of Completion



CITY OF FORT BRAGG

Incorporated August 5, 1889

416 N. Franklin Street, Fort Bragg, CA 95437

Phone: (707) 961-2823 Fax: (707) 961-2802

www.FortBragg.com

CERTIFICATE OF COMPLETION

All items of work and the provisions of the contract executed with American Chiller Service, Inc. for labor, materials, equipment, and supervision for the Domestic Boilers and Storage Tank Replacement Project dated May 15, 2023, have been completed.

This project as described above was awarded by the Fort Bragg City Council by resolution at their meeting of April 10, 2023.

It is recommended that the completed project be accepted by the City Council.

DocuSigned by:

Chantell O'Neal

714E1085226D467...

Chantell O'Neal

Assistant Director of Engineering

DATED: November 30, 2023.

EXHIBIT "A"

RECORDING REQUESTED BY:

City of Fort Bragg

AND WHEN RECORDED, RETURN TO:

City of Fort Bragg
416 North Franklin Street
Fort Bragg, California 95437
Attention: Cristal Munoz, Acting City Clerk

The City is exempt from recordation fees per Government Code §27383.

NOTICE OF COMPLETION

1. The undersigned is the duly authorized agent of the owner, City of Fort Bragg.
2. The full name of the owner is City of Fort Bragg, a municipal corporation.
3. The nature of the interest of the owner is a fee interest.
4. This project was constructed in accordance with the Construction Agreement entitled **Domestic Boilers and Storage Tank Replacement Project CVS18-23**, dated May 15, 2023.
5. The name of the contractor of the improvement work is AMERICAN CHILLER SERVICE, INC, PO Box 1887, Rancho Cordova, CA 95741. The contract was awarded to this firm on April 10, 2023, pursuant to Resolution No. 4677-2023 by the Fort Bragg City Council.
6. The address of the owner is City of Fort Bragg, 416 North Franklin Street, Fort Bragg, California 95437.
7. On November 30, 2023, Chantell O'neal, Assistant Director of Public Works, executed a Certificate of Completion for the above-referenced project indicating that this project was completed as of that date. See Certificate of Completion attached hereto as Exhibit A.

State of California)

County of Mendocino)

I hereby certify under penalty of perjury that the forgoing is true and correct:

City Council Approval

CITY OF FORT BRAGG

December 12, 2023
(Date)

By: _____
Cristal Munoz
Acting City Clerk

PROOF OF SERVICE BY MAIL
(Code of Civil Procedure Sections 1013a, 2015.5)

I am over the age of 18 years, employed in the County of Mendocino, and not a party to the within action; my business address is Fort Bragg City Hall, 416 North Franklin Street, Fort Bragg, California 95437.

On December 12, 2023, I served the attached document by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully prepaid, via Certified Mail, Return Receipt Requested, in the United States mail at Fort Bragg, California addressed as follows:

Hugo Chacon
President
American Chiller Service, INC
PO Box 1887
Rancho Cordova, CA 95741-1887

Executed on December 12, 2023, at Fort Bragg, Mendocino County, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

ATTEST:

Cristal Munoz
Acting City Clerk



City of Fort Bragg

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

Text File

File Number: 23-466

Agenda Date: 12/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5E.

First Amendment to Ducey City Manager Employment Agreement

**FIRST AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This First Amendment to City Manager Employment Agreement ("Agreement") is entered into by and between the City of Fort Bragg ("City") and Peggy Ducey ("City Manager") and shall be effective as of December 1, 2023. Collectively, City and City Manager are referred to as the "Parties."

WHEREAS, on September 12, 2022, City and City Manager entered into an Agreement whereby the City Manager was employed by the City to serve as its City Manager; and

WHEREAS, City Manager tendered her resignation to the City on September 10, 2023 and offered to continue to serve as City Manager for up to six months; and

WHEREAS, the Parties desire to amend the Agreement to establish a separation date and modify City Manager's duties under the Agreement.

NOW, THEREFORE, for the aforementioned reasons, the Parties hereby amend the Agreement as follows:

1. City Manager's last day serving as City Manager shall be December 31, 2023.
2. Effective January 1, 2024, City Manager shall serve as Special Assistant to the City Manager and shall remotely provide on-call support services to the City on an as-needed basis. City Manager shall be compensated for these services at the same rate set forth in the Agreement.
3. City Manager's service as Special Assistant to the City Manager shall continue until such time as the resumption of her retirement benefit payments or February 1, 2024, whichever comes first, at which time the Agreement will terminate.

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

Dated: _____

By _____
Bernie Norvell, Mayor
City of Fort Bragg

Dated: _____

By _____
Peggy Ducey
City Manager



City of Fort Bragg

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

Text File

File Number: 23-455

Agenda Date: 12/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Staff Report

Agenda Number: 5F.

Consider Approval of City Manager Employment Agreement Between the City of Fort Bragg, a Municipal Corporation, and Isaac Whippy

CITY MANAGER EMPLOYMENT AGREEMENT
Between the City of Fort Bragg,
a Municipal Corporation,
and Isaac Whippy

1. Parties and Date

This Agreement is dated December 11, 2023, and is effective as of final approval by the City of Fort Bragg City Council, by and between the City of Fort Bragg, California, a municipal corporation (the "City"), and Isaac Whippy, an individual (the "City Manager") (collectively the "Parties").

- A. The City requires the services of a City Manager;
- B. The City Manager has the necessary education, experience, skills and expertise to serve as the City's City Manager;
- C. The City Council of the City (the "City Council") desires to employ the City Manager to serve as the City Manager of City;
- D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 et seq.; and
- E. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

2. Employment

The City hereby employs the City Manager as its City Manager, and the City Manager hereby accepts such employment.

3. Commitments and Understandings

A. The City Manager's Commitments

1. Duties & Authority

- a) The City Manager shall be the Chief Executive Officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.
- b) The City Manager shall perform all of the duties of the City Manager as set forth in Section 2.08.070 of the Fort Bragg Municipal Code (the "Municipal Code"), the California Government Code, and City resolutions, policies and procedures approved by the City Council, as may be provided from time to time.
- c) The City Council designates the City Manager as the chief executive of other City-related legal entities. Such other legal entities include: the Successor Agency to the Redevelopment Agency of the City of Fort Bragg; the City's financing authority; its joint powers authorities; and the City of Fort

Bragg Municipal Improvement District No.1.

d) To accomplish this, the City Manager shall have the power and be required to:

- (1) Attend all meetings of the City Council, unless excused by the Mayor, and take part in the discussion of all matters before the City Council.
- (2) Review all agenda documents before preparing the agenda for any regular or special meetings of the City Council.
- (3) Direct the work of all appointive City officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. When the City Clerk and City Treasurer are also City employees, the City Manager will direct the work of those employees in conducting the day to day duties and affairs of the City, to the extent those duties do not directly conflict with their obligations to the City Council as direct appointees of the City Council. The City Manager may undertake any study or investigation that is necessary or desirable, or as directed by the City Council. The City Manager shall endeavor to implement changes that the City Manager believes will result in greater efficiency, economy, or improved public service in the administration of City affairs.
- (4) Recommend to the City Council adoption of such measures as the City Manager may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.
- (5) Consolidate, combine, or reorganize offices, positions, departments, or units under the City Manager's jurisdiction. The City Manager may be the head of one or more City departments.
- (6) Conduct research in administrative practices in order to bring about greater efficiency and economy in City government and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.
- (7) Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.
- (8) Exercise control of City government in emergencies as authorized by the Municipal Code and California law.

2. Hours of Work

- a) The City Manager is an exempt employee without set hours of work but is expected to be available at all times and to engage in those hours of work that are necessary to fulfill the obligations of the City Manager position.
- b) The City Manager shall spend sufficient hours on site to perform the City Manager's duties; however, the City Manager has discretion over the City Manager's work schedule and work location.

3. Disability or Inability to Perform

In the event the City Manager becomes mentally or physically incapable of performing the City Manager's functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six months; the City Council may terminate the City Manager. If the City Council does elect to terminate the City Manager due to incapacity, the City Manager shall receive all severance benefits provided in Section 5.C. below.

B. City Commitments

1. The City shall provide the City Manager with the compensation, incentives and benefits specified in this Agreement.
2. The City shall provide the City Manager with office space, staff, equipment, supplies, automobile allowance, and all other facilities and services adequate for the performance of the City Manager's duties.
3. The City shall pay for or provide the City Manager reimbursement for all actual business expenses. The City shall provide the City Manager a credit card to charge appropriate and lawful business expenses.
4. The City agrees to pay the professional dues and subscriptions on behalf of the City Manager for participation in national, regional, state, or local associations and organizations, as necessary and desirable for the good of the City, and for the City Manager's continued professional participation and advancement.
5. The City agrees to pay the travel and subsistence expenses of the City Manager for purposes such as official functions, meetings, occasions, short courses, institutes and seminars that are necessary for the good of the City or for the professional development of the City Manager.

C. City Council Commitments

1. The City Council sets policy for the governance and administration of the City, and it implements its policies through the City Manager.
2. Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through the City Manager or the City Manager's designee, and neither the City Council nor any member

thereof shall give orders to any subordinate of the City Manager, either publicly or privately.

3. The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment under the supervision and control of the City Manager.

4. The City Council agrees that any criticism of a City staff member shall be done privately through the City Manager.

5. Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Manager. The City Manager shall take orders and instructions from the City Council only when it is sitting as a body in a lawfully held meeting.

D. Mutual Commitments

1. Performance Evaluation

a) The City Council recognizes that for the City Manager to respond to its needs and to grow in the performance of the City Manager's job, the City Manager needs to know how the City Council members evaluate the City Manager's performance. To assure that the City Manager gets this feedback, the City Council shall conduct an evaluation of the City Manager's performance at least once each year, and/or when it is deemed necessary to discuss any concerns or direction in performance.

b) The City Council and City Manager shall jointly define goals and performance objectives which they deem necessary for the proper operation of the City in the attainment of the City Council's policy objectives and shall establish the relative priority among the various goals and objectives.

2. ICMA Code of Ethics

a) The Parties acknowledge that the City Manager is committed to the ideals of the International City Management Association ("ICMA"). The Parties mutually desire that the City Manager be subject to and comply with the ICMA Code of Ethics.

b) The City Manager commits to comply with the ICMA Code of Ethics.

c) The City and the City Council agree that neither the City Council nor any of its members will give the City Manager any order, direction, or request that would require the City Manager to violate the ICMA Code of Ethics.

4. COMPENSATION

The City agrees to provide the following compensation to the City Manager during the term of the agreement:

A. Salary

1. The starting annual base salary for the position of City Manager shall be \$178,000. This

salary may be increased by amendment to this Agreement.

2. The City Manager shall be paid at the same intervals and in the same manner as regular City employees; in the event that there are more than twenty-six pay periods in a calendar year the periodic payments shall be adjusted accordingly so that the salary shall not exceed any amount approved by the City Council.

3. The City shall not at any time during the term of this Agreement, reduce the base salary, compensation or other financial benefits of the City Manager, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

4. Deferred Compensation. The City shall contribute \$500 monthly to City Manager's 457 deferred compensation plan.

B. Benefits

In addition to salary, the City Manager shall be entitled to the following specific benefits:

1. Retirement. City Manager shall be a member of the Public Employee Retirement System (PERS) at the PEPRA - 2% at 62 formula. City Manager shall pay City Manager's contribution to PERS at 7.25%, City shall pay the required Employer contribution of 7.76%.

2. Life Insurance. City shall obtain and pay for a life insurance policy for City Manager in the amount of \$200,000.

3. Health Insurance. City shall pay 100% of the premiums for medical, dental and vision plans for City Manager and dependents. City Manager shall receive all other insurance benefits as employees in the management unit.

4. Sick Leave and Vacation.

(a) Sick Leave

1. Accrual: City Manager shall accrue sick leave at a rate of eight (8) hours per month with forty additional hours loaded in addition to all previously accrued sick leave hours effective with the appointment to the City Manager position. Thereafter, employment and sick leave may be accrued with no maximum limit.

2. 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.

3. 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 one hundred twenty (120) hours in the calendar year of January 1 through December 31.

4. Conversion:

- a. 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.
 - b. 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.
 - c. Conversions may be made once in each calendar year.
5. Transfer: City Manager may transfer accrued sick leave to another employee in cases of emergency.
 6. Compensation on Separation: Upon separation after two or more years of service, City Manager shall be paid for 30% of unused, accrued sick leave. Such compensation is not applicable if City Manager is discharged for cause.
 7. Family and Medical Leave: City Manager 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).
- (b) Vacation Leave: Vacation hours shall accrue at a rate of 120 hours per year. The vacation hours shall accrual rate shall increase to 160 hours per year upon the anniversary of City Manager's 5th year of service, and increase to 200 hours per year at 10 years of service. City Manager accrual of vacation hours shall be capped at 360 hours. 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 City Manager. Once during each fiscal year, a maximum of 80 hours of vacation leave may be cashed in. At the time the cash-in option is exercised, the City Manager must retain a minimum of 40 hours of vacation leave.

5. Car and Cell Phone Allowance. City Manager shall be paid a car allowance in the amount of \$350 a month and a technology allowance in the amount of \$40 per month for a City Manager owned cell phone and, if applicable, \$20 per month for a City Manager owned tablet, all payable on the City's regular payroll under the procedures currently used by the City for making such payments.

6. Other Benefits

The City Manager shall be entitled to the following benefits:

1. Executive Leave. City Manager shall receive 80 hours of Executive Leave annually accrued as of January 1. Executive Leave must be taken as time off and is not compensable upon termination.
2. City Manager 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.

3. Bereavement Leave. When a death occurs in the City Manager's immediate family, the City Manager shall be granted necessary time off of up to five consecutive work days, with compensation, for the purpose of attending the funeral and/or to personal affairs.
4. Jury Duty. If the City Manager is summoned to serve on jury duty during an on-duty day, she 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 City Manager may retain such payment as may be allowed for travel, lodging and meal expenses. The City Manager 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.

5. SEPARATION

A. Resignation/Retirement

The City Manager may resign at any time and agrees to give the City at least 45 days' advance written notice of the effective date of the City Manager's resignation, unless the Parties otherwise agree in writing. If the City Manager retires from full time public service with the City, the City Manager may provide six months' advance notice. The City Manager's actual retirement date will be mutually established.

B. Termination & Removal

1. Manager is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506.
2. The City Council may remove the City Manager at any time, either with or without cause, by a majority vote of its members at a noticed and conducted meeting of the City Council. Notice of termination shall be provided to the City Manager in writing. The City Council may

also elect not to renew this Agreement. Notice of nonrenewal shall also be provided to the City Manager in writing. The City Council understands that termination or nonrenewal of employment without cause could result in an adverse financial impact not completely mitigated by any severance compensation as provided in this Agreement. Therefore, the City Council agrees that if termination or nonrenewal is made without cause, it shall provide not less than 180 days' notice of termination to the City Manager. If the City Manager resigns after receiving notice of termination, or notice of nonrenewal, the resignation shall be considered "involuntary" as described in Section 5(D) of this Agreement. Termination as used in this section shall also include a request that the City Manager resign, a reduction in salary or other financial benefits of the City Manager (excluding a general City Management salary reduction), a material reduction in the powers and authority of the City Manager, or the elimination of the City Manager's position. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed and conducted meeting of the City Council.

3. As provided in Municipal Code Section 2.16.050, the City Manager shall not be terminated during the 90-day period following any City election for membership on the City Council.

C. Severance Pay

1. In the event the City Manager is terminated by the City Council during such time that the City Manager is willing and able to perform the City Manager's duties under this Agreement, the City shall pay the City Manager a lump sum cash payment equal to the lesser of (a) the actual number of months' salary remaining on the current term of employment and the cash equivalent of health (medical, dental and vision) benefits for that same period, or (b) six (6) months' base salary and cash equivalent of health (medical, dental and vision) benefits then in effect as provided in Section 4 above. It is the intention of the parties that this paragraph complies with the requirements of Government Code Section 53260 et seq. In the event of any conflict between this provision and those code sections, the terms of those code sections shall govern the contractual relationship between the employer and employee.

2. In addition, the City shall extend to the City Manager the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

3. In the event the City refuses, following written notice of non-compliance, to comply with any provision in this Employment Agreement benefiting the City Manager, or the City Manager resigns following a suggestion, whether formal or informal, by a majority of the City Council that the City Manager resign, then, in that event, the City Manager may, at the City Manager's option, be deemed to be "terminated" as of the date of such refusal to comply or suggestion to resign and this severance pay provision shall be actuated.

4. All payments required under this Section 5 are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260.

D. Involuntary Resignation

1. In the event that the City Council formally or a majority of the City Council informally asks the City Manager to resign, then the City Manager shall be entitled to resign and still receive the severance benefits provided in Section 5.C. above.

2. The City Manager has relied upon the provisions of the Municipal Code upon entering into

this Agreement, as it pertains to the City Manager's role, powers, duties, authority, responsibilities, compensation, and benefits. In the event the City Council adds, deletes or amends the Municipal Code without the consent of the City Manager, and such addition, deletion or amendment is inconsistent with the terms of this Agreement and the City Manager's role, powers, duties, authority, responsibilities, compensation and benefits as currently provided, then the City Manager shall have the right, at the City Manager's sole option, to give the City Council notice that such amendment(s) constitute a request by the City Council for the City Manager's involuntary resignation.

3. Upon receipt of such notice the City Council shall have thirty (30) days in which to do one of the following: (a) rescind the amendment (s); (b) renegotiate this Agreement to the City Manager's satisfaction; (c) confirm that the City Manager is being asked to involuntarily resign; or (d) take no action. In the event that either (c) or (d) occurs, or the City is unable to accomplish (b), then the City Manager is entitled to resign and still receive the severance benefits provided in Section 5.C. above.

E. Separation for Cause

1. Notwithstanding the provisions of Section 5.C., the City Manager may be terminated for cause. As used in this section, "cause" shall mean only one or more the following:

- a) Conviction of, or no contest plea to, a felony;
- b) Conviction of, or no contest plea to, any illegal act involving moral turpitude or personal gain;
- c) Continued abuse of non-prescription drugs or alcohol that materially affects the performance of the Manager's duties;
- d) Any act constituting a knowing and intentional violation of the City's conflict of interest code; or
- e) Repeated and protracted unexcused absences from the City Manager's office and duties;

2. In the event the City terminates the City Manager for cause, then the City may terminate this Agreement immediately, and the City Manager shall be entitled to only the compensation accrued up to the date of termination, payments required by Section 5.F. below, and such other termination benefits and payments as may be required by law. The City Manager shall not be entitled to any severance benefits provided by Section 5.C.

3. If the City Manager is terminated for cause, and "cause" meets the definition of "abuse of office or position," as defined in Government Code section 53243.4, the provisions of Government Code sections 53243 through 53243.4 shall apply and prevail over any contrary terms and conditions of this Agreement.

F. Payment for Unused Leave Balance

1. On separation from City employment, the City Manager shall be paid for all unused accrued leave allowances provided in Section 4.B. above. Accumulated leave balances shall be paid at the City Manager's monthly base salary rate at the effective date of separation.

2. In the event the City Manager dies while employed by the City under this Agreement, the City Manager's beneficiaries or those entitled to the City Manager's estate, shall be entitled to the City Manager's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances.

G. Joint Statements of Separation

In the event of resignation or retirement of the City Manager, termination by the City (with or without cause), or other separation of employment as described in the Section 5, the City and the City Manager agree that neither any member of the City Council, or the City's management staff, nor the City Manager, shall make any written, oral or electronic statement to any member of the public, the press, or any City employee concerning the City Manager's termination or separation, except in the form of a joint press release or statement, the content of which is mutually agreeable to both the City and the City Manager. The joint press release or statement shall not contain any text or information that is disparaging to either Party. Either Party may verbally repeat the substance of this Section 5.G., and the joint press release or statement, in response to any inquiry.

6. MISCELLANEOUS PROVISIONS

A. Term

The initial term of this Agreement shall be for a period of thirty-six (36) months beginning 12:00 a.m. January 3, 2024 and continuing until 12:00 a.m. January 3, 2027 (the "initial Termination Date").

B. Subsequent Terms

Unless the City gives the City Manager written notice of non-renewal at least 180 days prior to the initial Termination Date or the termination date of any Renewal Term (as hereinafter defined) this Agreement may be renewed by the parties for one or more additional terms of up to three (3) years each, each renewal term to be reflected by a written amendment signed by the parties. If the parties cannot mutually agree to the term of any renewal, this Agreement shall continue in effect for automatic renewals of one (1) year each (whether renewed by amendment or renewed by operation of this Section each, a "Renewal Term").

C. Provisions that Survive Termination

Many sections of this Agreement are intended by their terms to survive the City Manager's termination of employment with the City, including but not limited to Sections 5 and 6.F. These sections, and the others so intended, shall survive termination of employment and termination of this Agreement.

D. Amendments

This Agreement may be amended at any time by mutual agreement of the City and the City Manager. Any amendments are to be negotiated, put in writing, and adopted by the City Council.

E. Conflict of Interest

1. The City Manager shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the

performance of official duties.

2. The City Manager shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Manager's City employment.

3. The City Manager is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

F. Indemnification

1. To the full extent of the law, the City shall defend and indemnify the City Manager, in her capacity as City Manager, and as the chief executive of other City-related legal entities as provided in Section 3(A)(1)(c) above, against and for all losses sustained by the City Manager in direct consequences of the discharge of the City Manager's duties on the City's behalf for the period of the City Manager's employment, save and except those losses sustained as a result of the willful act or omission of the City Manager including any "abuse of office or position," as described in Section 6(E)(3) of this Agreement.

2. The City shall defend, save harmless and indemnify the City Manager against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Manager's duties as City Manager. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

3. Whenever the City Manager shall be sued for damages arising out of the performance of the City Manager's duties, the City shall provide defense counsel for the City Manager in such suit and indemnify the City Manager from any judgment rendered against the City Manager; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Manager's capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the City Manager may have under the law.

4. The City and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the City Manager, while acting within the scope of the City Manager's duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the City or any party affiliated with or otherwise claiming under it or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by the City Manager.

G. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

H. Laws Affecting Title

In addition to those laws affecting a City Manager, the City Manager shall have the same powers, rights and responsibilities as a Chief Executive Officer, City Administrative Officer, Administrator, and City Administrator as those terms are used in local, state or federal laws.

I. Jurisdiction and Venue

This Contract shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Mendocino County, California, unless the Parties mutually agree to removal to a different county.

J. Entire Agreement

This Contract represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by a written, fully executed agreement of the Parties.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

CITY OF FORT BRAGG

CITY MANAGER

By: _____
Bernie Norvell, Mayor

By: _____
Isaac Whippy

Attest:

Approved as to Form:

By: _____
Diana Sanchez, Acting City Clerk

By: _____
Keith F. Collins, City Attorney



City of Fort Bragg

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

Text File

File Number: 23-444

Agenda Date: 12/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5G.

Approve Minutes of Special Closed Session of November 13, 2023



City of Fort Bragg

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

Meeting Minutes Special City Council

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

Monday, November 13, 2023

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

Special Closed Session

CALL TO ORDER

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

ROLL CALL

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

1. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None.

2. CLOSED SESSION

Mayor Norvell recessed the meeting at 4:07 PM; the meeting reconvened to Closed Session at 4:08 PM.

- 2A. [23-392](#) CONFERENCE WITH LEGAL COUNSEL--Existing Litigation Pursuant to Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9 City of Fort Bragg v. Mendocino Railroad
- 2B. [23-394](#) PUBLIC EMPLOYMENT--Gov't Code Section 54957 (b). Title: City Manager
- 2C. [23-395](#) PUBLIC EMPLOYMENT--Gov't Code Section 54957 (b). Title: City Clerk

Mayor Norvell reconvened the meeting to Open Session at 6:00 PM. and reported that no reportable action was taken on the Closed Session items.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 6:00 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: 23-445

Agenda Date: 12/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5H.

Approve Minutes of Special Closed Session of November 27, 2023



City of Fort Bragg

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

Meeting Minutes Special City Council

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

Monday, November 27, 2023

4:00 PM

Town Hall, 363 N Main Street

Special Closed Session

CALL TO ORDER

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

ROLL CALL

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

1. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None.

2. CLOSED SESSION

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

- 2A. [23-407](#) CONFERENCE WITH LEGAL COUNSEL-- Existing Litigation Pursuant to Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9 City of Fort Bragg v. Mendocino Railroad
- 2B. [23-417](#) Conference with Legal Counsel--Anticipated Litigation Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9: (one case)
- 2C. [23-409](#) PUBLIC EMPLOYMENT--Gov't Code Section 54957 (b). Title: City Clerk
- 2D. [23-408](#) PUBLIC EMPLOYMENT--Gov't Code Section 54957 (b). Title: City Manager

Mayor Norvell reconvened the meeting to Open Session at 6:05PM. and reported that no reportable action was taken on the Closed Session items.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 6:05 PM.



City of Fort Bragg

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Fort Bragg, CA 95437
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Text File

File Number: 23-446

Agenda Date: 12/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5I.

Approve Minutes of Special Closed Session of November 30, 2023



City of Fort Bragg

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

Meeting Minutes Special City Council

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

Thursday, November 30, 2023

5:30 PM Town Hall, 363 N Main Street and Via Video Conference

Special Closed Session

CALL TO ORDER

Mayor Norvell called the meeting to order at 5:30 PM.

ROLL CALL

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

1. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None.

2. CLOSED SESSION

Mayor Norvell recessed the meeting at 5:31 PM; the meeting reconvened to Closed Session at 5:32 PM.

2A. [23-426](#)

PUBLIC EMPLOYMENT--Gov't Code Section 54957 (b). Title: City Manager

Mayor Norvell reconvened the meeting to Open Session at 6:10 PM and reported that Council voted unanimously to take two actions:

1. Appoint Isaac Whippy as City Manager effective January 3, 2024.
2. Accept Peggy Ducey's resignation as City Manager with an effective date of December 31, 2023.

Council also unanimously directed the City Attorney to negotiate an amendment to the City Manager's contract to appoint her as Special Assistant to the City Manager effective December 31, 2023 with compensation for these services to extend until her retirement benefits resume or February 1, 2024, whichever occurs first.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 6:10 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: 23-428

Agenda Date: 12/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5J.

Approve Minutes of November 27, 2023



City of Fort Bragg

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

Meeting Minutes City Council

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

Monday, November 27, 2023

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

CALL TO ORDER

Mayor Norvell called the meeting to order at 6:15

PLEDGE OF ALLEGIANCE

ROLL CALL

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

COUNCILMEMBERS PLEASE TAKE NOTICE

ZOOM WEBINAR INVITATION

AGENDA REVIEW

Mayor Norvell gave notice that Item 5D would be pulled from this agenda's Consent Calendar.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

None.

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

- (1) Michael Lang, Jay Rosenquist, Jacob Patterson.
- (2) Jay Rosenquist.
- (3) None.

3. STAFF COMMENTS

City Manager Peggy Ducey encouraged participation in the Winter Wonderland event being held this Saturday. Director of Public Works John Smith gave an update on requests for proposals for the Raw Water Line at nine million dollars and the other is for the Water Treatment Plant at ten point one million, which he explained would both come from grants. Smith also noted that USDA provided one hundred forty-nine thousand dollars for vehicles and security cameras at the Police Department.

4. MATTERS FROM COUNCILMEMBERS

Councilmember Tess Albin-Smith encouraged participation for the Visit Fort Bragg Committee's Winter Wonderland event taking place this Saturday. Included in the line-up will be events beginning at 12pm: pictures with Santa from 2-6pm, live jazz band at 2pm, live performers at 5pm, live carol singing at 6pm, and the lighted truck parade. Vice Mayor Godeke stated the "Hazmobile" will be coming back to the Caspar transfer station this week on Thursday and Friday from 9:00-1:00 PM to collect discarded paints and other allowable hazardous materials.

5. CONSENT CALENDAR

A motion was made by Councilmember Peters that the Consent Calendar be approved with the clarification that Item 5D would be pulled from this agenda and addressed at a future date. Moved by Councilmember Peters, seconded by Councilmember Rafanan, that this be approved. The motion carried by the following vote:

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

- 5A. [23-405](#)** Approve Scope of Work for an RFP for a Construction Management Contract for the Raw Water Line Replacement Project

This Consent Calendar was approved

- 5B. [23-330](#)** Adopt City Council Resolution of the Fort Bragg City Council Determining that this Project is Exempt from CEQA and Approving the Purchase of Eaton Electric Equipment for the EV Fleet Charging Station Project, City Project No. PWP-00126, and Authorizing City Manager to Execute Contract (Amount not to Exceed \$27,748.57; Account No. 522-4550-0742)

This Resolution was adopted

Enactment No: RES 4668-2023

- 5C. [23-410](#)** Approve Scope of Work for an RFP for a Construction Management Contract for the Water Treatment Plant Upgrade Project

This Consent Calendar was approved

- 5D. [23-416](#)** Resolution of the Fort Bragg City Council Approving Professional Services Agreement with City Management Advisors, LLC, dba Peckham & Mckenney to Provide Executive Recruitment Services for the Position of City Manager and Authorizing the Mayor to Execute Same (Amount not to Exceed \$27,000; Account No. 110-4110-0319 For \$10,000; Account No. 110-4130-0319 For \$17,000)

This Staff Report was not acted on

- 5E. [23-400](#)** Receive and File Minutes of the Public Works and Facilities Committee Meeting for July 13, 2023

This Committee Minutes was received and filed

- 5F. [23-403](#)** Approve Minutes of November 13, 2023

This Minutes was approved

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

7A. [23-388](#) [Cancelled] Public Hearing Regarding Impact Fees and Miscellaneous Fees

8. CONDUCT OF BUSINESS

8A. [23-371](#) Direct Staff to Prepare an Ordinance Amending FBMC Chapter 15.06 Automatic Fire Sprinkler and Alarm Systems

Fire Chief Steve Orsi presented the discussion report and provided analysis in regard to the Councilmembers preparing an ordinance Amending FBMC Chapter 15.06 Automatic Fire Sprinkler and Alarm Systems. Orsi suggested the City would benefit from reintroducing the three year or thirty-six month time constraint back into the verbiage as a measure for counteracting misuse of the original intention of the code.

Public Comment: Jay Rosenquist, Jacob Patterson, and Paul Clark.

Discussion: Discussion ensued wherein Councilmember Peters questioned and presented some history of the implementation of the change in financial stability during the pandemic and the previous lack of wildfire awareness in the last decade. The presence of solar installation and roofing became a topic as Mayor Norvell asked if they were part of the code. Albin-Smith acknowledged the loophole in the code and Norvell questioned the legitimacy of the \$75,000 limit and the change in inflation, supplies, and materials. Peters suggested they could move to approve the order to prepare the ordinance with the three year or thirty-six month time constraint with the addition of a raised limit of \$100,000 and an exclusion for roof and solar. Godeke recommended the threshold be raised to \$150,000 to account for post pandemic inflation. City Manager Peggy Ducey summarized the discussion as eliminating solar and roof from the triggering of sprinkler installation, raising the threshold to \$150,000, and adding back in the three year period. Norvell gave direction to proceed with the preparation of the Ordinance as stated.

9. CLOSED SESSION

ADJOURNMENT

Mayor Norvell adjourned the meeting at 6:59 PM

BERNIE NORVELL, Mayor

CRISTAL MUNOZ, Acting City Clerk



City of Fort Bragg

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

Text File

File Number: 23-433

Agenda Date: 12/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5K.

Resolution of the Fort Bragg City Council Appointing Diana Sanchez as City Clerk and Confirming the Pay Rates/Ranges for all City of Fort Bragg Established Classifications
Approve adoption of the Resolution of the City Council appointing Diana Sanchez as City Clerk and confirming the pay rates/ranges for all City of Fort Bragg established classifications.

RESOLUTION NO. ____-2023

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT BRAGG
APPOINTING DIANA SANCHEZ AS CITY CLERK AND CONFIRMING THE PAY
RATES/RANGES FOR ALL CITY OF FORT BRAGG ESTABLISHED
CLASSIFICATIONS**

WHEREAS, Fort Bragg Municipal Code Chapter 2.08 provides, in part, that the City Clerk shall perform all of the duties imposed upon them as required by law; and

WHEREAS, on April 8, 1980, the voters of the City of Fort Bragg passed Measure B, making the position of City Clerk appointive rather than elective; and

WHEREAS, pursuant to Government Code Section 36510 and Fort Bragg Municipal Code Chapter 2.08, the City Council shall appoint the City Clerk to hold office at the pleasure of the City Council; and

WHEREAS, the Fort Bragg City Council wishes to appoint Diana Sanchez as City Clerk effective December 11, 2023; and

WHEREAS, the Fort Bragg City Council approves all new classifications and salary schedules, which include classification titles and compensation rates as reflected in Exhibit A; and

WHEREAS, the Fort Bragg City Council approved the latest salary schedule through Resolution 4734-2023, adopted October 23, 2023, which established salary schedules for all employees; and

WHEREAS, the establishment of this Resolution meets the requirements of California Code of 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 allocated in the proposed FY 2023/2024 budget and the full salary schedule is available on the City's website.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Fort Bragg that Diana Sanchez is hereby appointed to the position of City Clerk effective December 11, 2023, and shall fulfill the duties as set forth in Fort Bragg Municipal Code Chapter 2.08 and the relevant California Government Code sections relating to the duties of a City Clerk.

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 11th day of December 2023, by the following vote:

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

**BERNIE NORVELL,
Mayor**

ATTEST:

**Cristal Munoz
Acting City Clerk**

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/11/2023
City Clerk classification salary range

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

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/11/2023
City Clerk classification salary range

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

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/11/2023
City Clerk classification salary range

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

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/11/2023
City Clerk classification salary range

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

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/11/2023
City Clerk classification salary range

				Step 1	Step 2	Step 3	Step 4	Step 5
Maintenance Worker I - Janitor (FBE0)								
Hourly				21.22	22.28	23.39	24.56	25.79
Bi-Weekly				1,697.28	1,782.40	1,871.20	1,964.80	2,063.20
Monthly				3,677.44	3,861.87	4,054.27	4,257.07	4,470.27
Annual				44,129.28	46,342.40	48,651.20	51,084.80	53,643.20
Maintenance Worker II (FBE0)								
Hourly				24.11	25.32	26.59	27.92	29.32
Bi-Weekly				1,929.02	2,025.60	2,127.20	2,233.60	2,345.60
Monthly				4,179.55	4,388.80	4,608.93	4,839.47	5,082.13
Annual				50,154.62	52,665.60	55,307.20	58,073.60	60,985.60
Maintenance Worker III (FBE0)								
Hourly				25.32	26.58	27.91	29.31	30.78
Bi-Weekly				2,025.31	2,126.40	2,232.80	2,344.80	2,462.40
Monthly				4,388.18	4,607.20	4,837.73	5,080.40	5,335.20
Annual				52,658.11	55,286.40	58,052.80	60,964.80	64,022.40
Maintenance Worker IV (FBE0)								
Hourly				26.57	27.90	29.30	30.77	32.31
Bi-Weekly				2,125.68	2,232.00	2,344.00	2,461.60	2,584.80
Monthly				4,605.64	4,836.00	5,078.67	5,333.47	5,600.40
Annual				55,267.68	58,032.00	60,944.00	64,001.60	67,204.80
Maintenance Worker Lead (FBE0)								
Hourly				29.22	30.68	32.21	33.82	35.51
Bi-Weekly				2,337.84	2,454.40	2,576.80	2,705.60	2,840.80
Monthly				5,065.32	5,317.87	5,583.07	5,862.13	6,155.07
Annual				60,783.84	63,814.40	66,996.80	70,345.60	73,860.80
Manager-Special Projects (Mid-Management; Non-Bargaining, Grant Funded)								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
Mechanic (FBE0)								
Hourly				27.24	28.61	30.04	31.54	33.12
Bi-Weekly				2,179.54	2,288.80	2,403.20	2,523.20	2,649.60
Monthly				4,722.33	4,959.07	5,206.93	5,466.93	5,740.80
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
Office Assistant (Temporary Position)								
Hourly				20.00				
Operations Manager (Mid-Management; Non-Bargaining)								
Hourly				40.97	43.02	45.17	47.43	49.80
Bi-Weekly				3,277.87	3,441.60	3,613.60	3,794.40	3,984.00
Monthly				7,102.06	7,456.80	7,829.47	8,221.20	8,632.00
Annual				85,224.67	89,481.60	93,953.60	98,654.40	103,584.00

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/11/2023
City Clerk classification salary range

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

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/11/2023
City Clerk classification salary range

				Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer Basic POST (FBPA)								
Hourly				33.42	35.09	36.84	38.68	40.61
Bi-Weekly				2,673.88	2,807.20	2,947.20	3,094.40	3,248.80
Monthly				5,793.41	6,082.27	6,385.60	6,704.53	7,039.07
Annual				69,520.88	72,987.20	76,627.20	80,454.40	84,468.80
Police Officer Intermediate POST (FBPA)								
Hourly				35.09	36.85	38.69	40.62	42.65
Bi-Weekly				2,807.37	2,948.00	3,095.20	3,249.60	3,412.00
Monthly				6,082.63	6,387.33	6,706.27	7,040.80	7,392.67
Annual				72,991.57	76,648.00	80,475.20	84,489.60	88,712.00
Police Officer Advance POST (FBPA)								
Hourly				36.81	38.65	40.58	42.61	44.74
Bi-Weekly				2,944.98	3,092.00	3,246.40	3,408.80	3,579.20
Monthly				6,380.78	6,699.33	7,033.87	7,385.73	7,754.93
Annual				76,569.38	80,392.00	84,406.40	88,628.80	93,059.20
Police Recruit (1040 hours; FBPA)								
Hourly				28.72				
Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)								
Hourly				18.00				
Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Social Services Liaison-Crisis Worker (Non-Bargaining, Grant-Funded Position)								
Hourly				31.95	33.55	35.23	36.99	38.84
Bi-Weekly				2,556.00	2,684.00	2,818.40	2,959.20	3,107.20
Monthly				5,538.00	5,815.33	6,106.53	6,411.60	6,732.27
Annual				66,456.00	69,784.00	73,278.40	76,939.20	80,787.20
Special Investigator Basic POST (FBPA)								
Hourly				35.09	36.85	38.69	40.62	42.65
Bi-Weekly				2,807.37	2,948.00	3,095.20	3,249.60	3,412.00
Monthly				6,082.63	6,387.33	6,706.27	7,040.80	7,392.67
Annual				72,991.57	76,648.00	80,475.20	84,489.60	88,712.00
Special Investigator Intermediate POST (FBPA)								
Hourly				36.84	38.69	40.62	42.65	44.78
Bi-Weekly				2,947.45	3,095.20	3,249.60	3,412.00	3,582.40
Monthly				6,386.14	6,706.27	7,040.80	7,392.67	7,761.87
Annual				76,633.65	80,475.20	84,489.60	88,712.00	93,142.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/11/2023
City Clerk classification salary range

				Step 1	Step 2	Step 3	Step 4	Step 5
Special Investigator Advanced POST (FBPA)								
Hourly				38.66	40.59	42.62	44.75	46.99
Bi-Weekly				3,092.47	3,247.20	3,409.60	3,580.00	3,759.20
Monthly				6,700.36	7,035.60	7,387.47	7,756.67	8,144.93
Annual				80,404.27	84,427.20	88,649.60	93,080.00	97,739.20
Systems Analyst - Lead (Mid-Management; Non-Bargaining)								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
Systems Analyst (Confidential; Non-Bargaining)								
Hourly				30.32	31.84	33.43	35.10	36.86
Bi-Weekly				2,425.97	2,547.20	2,674.40	2,808.00	2,948.80
Monthly				5,256.26	5,518.93	5,794.53	6,084.00	6,389.07
Annual				63,075.17	66,227.20	69,534.40	73,008.00	76,668.80
Systems Technician (FBEO)								
Hourly				23.27	24.43	25.65	26.93	28.28
Bi-Weekly				1,861.30	1,954.40	2,052.00	2,154.40	2,262.40
Monthly				4,032.81	4,234.53	4,446.00	4,667.87	4,901.87
Annual				48,393.70	50,814.40	53,352.00	56,014.40	58,822.40
Treatment Plant Operator-in-Training (FBEO)								
Hourly				20.68	21.71	22.80	23.94	25.14
Bi-Weekly				1,654.03	1,736.80	1,824.00	1,915.20	2,011.20
Monthly				3,583.74	3,763.07	3,952.00	4,149.60	4,357.60
Annual				43,004.83	45,156.80	47,424.00	49,795.20	52,291.20
Treatment Plant Operator I (FBEO)								
Hourly				25.66	26.95	28.30	29.72	31.21
Bi-Weekly				2,053.06	2,156.00	2,264.00	2,377.60	2,496.80
Monthly				4,448.29	4,671.33	4,905.33	5,151.47	5,409.73
Annual				53,379.46	56,056.00	58,864.00	61,817.60	64,916.80
Treatment Plant Operator II (FBEO)								
Hourly				26.96	28.31	29.73	31.22	32.78
Biweekly				2,156.69	2,264.80	2,378.40	2,497.60	2,622.40
Monthly				4,672.82	4,907.07	5,153.20	5,411.47	5,681.87
Annual				56,073.89	58,884.80	61,838.40	64,937.60	68,182.40
Treatment Plant Operator - Wastewater, Lead (FBEO)								
Hourly				31.00	32.55	34.18	35.89	37.68
Biweekly				2,479.82	2,604.00	2,734.40	2,871.20	3,014.40
Monthly				5,372.95	5,642.00	5,924.53	6,220.93	6,531.20
Annual				64,475.42	67,704.00	71,094.40	74,651.20	78,374.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 12/11/2023
City Clerk classification salary range

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



City of Fort Bragg

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

Text File

File Number: 23-461

Agenda Date: 12/11/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Appointment

Agenda Number: 5L.

Introduction and Swearing In of City Clerk Diana Sanchez



CITY OF FORT BRAGG

Oath of Office

I, Diana Sanchez, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Government Code 3100-3102

I understand that as a public employee I am a disaster service worker pursuant to Government Code 3100 and 3102 and that I am required to take this oath before entering the duties of my employment. In the event of natural, manmade or war-caused emergencies which result in conditions of disaster or extreme peril to life, property and resources, I am subject to disaster services activities assigned to me by my supervisor.

Diana Sanchez
City Clerk

Signature of person taking oath

Subscribed and sworn to before me this 11th day of December, 2023.

Cristal Munoz
Acting City Clerk



City of Fort Bragg

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

Text File

File Number: 23-418

Agenda Date: 12/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 7A.

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

(2) Consider the Fort Bragg Planning Commission's Recommendation that the City Council Submit a Local Coastal Plan Amendment Application (LCP 1-23) to the Coastal Commission Amending Division 17 of the Fort Bragg Municipal Code to be Consistent with State Laws relating to Accessory Dwelling Units by Amending Division 17 to the Fort Bragg Municipal Code to Amend Chapter 17.21.030(B)(C) "Residential District Allowable Land Uses and Permit Requirements" & 17.21.050 "Residential District Site Planning and Building Standards", to Repeal and Replace 17.42.170 "Second Units" and to Amend Chapter 17.71.050 "Design Review" and Chapter 17.100 "Definitions" to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.



Accessory Dwelling Units

Amendments to the ILUDC and
CLUDC

Marie Jones Consulting, Sept 28, 2023



AGENCY:	City Council
MEETING DATE:	December 11, 2023
DEPARTMENT:	Community Development
PRESENTED BY:	Marie Jones Consulting

AGENDA ITEM SUMMARY

TITLE: Receive Report, Hold a Public Hearing, and Consider Introduction, By Title Only, and Waive Further Reading of Ordinance 985-2023 Amending Division 18 to the Fort Bragg Municipal Code to Amend Chapter 18.21.030(B)(C) & 18.21.050 “Zoning Districts And Allowable Land Uses”, to Repeal and Replace 18.42.170 “Accessory Dwelling Units” and to Amend Chapter 18.71.050 “Design Review” and Chapter 18.100 “Definitions” to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.

Consider Adoption of Resolution XXX-2023 Submitting LCP Amendment 2-2023 Amending Division 17 to the Fort Bragg Municipal Code to Amend Chapter 17.21.030(B)(C) & 17.21.050 “Zoning Districts and Allowable Land Uses”, to Repeal And Replace 17.42.170 “Accessory Dwelling Units” and to Amend Chapter 17.71.050 “Design Review” and Chapter 17.100 “Definitions” to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law

- APPLICATION #:** ILLUDC Amendment 1-23 (ILLUDC 1-23) and LCP Amendment 1-23 (LCP 1-23).¹
- APPLICANT:** City of Fort Bragg
- PROJECT:** Amend the Coastal Land Use and Development Code and the Inland Land Use and Development Code to comply with recent amendments to State of California housing laws related to Accessory Dwelling Units, including making ADUs a permitted use by right in many zoning districts.
- LOCATION:** Residential and Commercial Zoning Districts in the Coastal Zone and the Inland Area.
- APN:** Various
- LOT SIZE:** Various
- ZONING:** Low Density, Medium Density, High Density and Very High-Density Residential Zoning Districts and General Commercial, Highway Visitor

¹ Please note that a previous notice regarding this application to Planning Commission included the incorrect file numbers of Zon 3-23 and Zon 4-23, the numbers in this report are correct.

Commercial, Neighborhood Commercial, and Commercial Office Zoning Districts, and the Central Business District.

ISSUE:

To increase housing production and improve housing affordability, Governor Newsom recently signed 18 bills into law. Six of these bills establish minimum requirements for the City's Accessory Dwelling Unit (ADUs) regulations: Senate Bill 13, Assembly Bill 881, Assembly Bill 68, Assembly Bill 587 and Assembly Bill 671. Additionally, the Governor signed AB345 which allows for separate conveyance of ADUs in specific circumstances for low-income housing.

In February 2020, the City Council adopted Ordinance 20-609 to amend the Inland Land Use and Development Code (ILUDC) to meet the requirements of some of the new State laws and support the City's housing goals. However, this update must be modified because there are many inconsistencies between the 2020 ordinance and State law as of 2023. Additionally, a new zoning amendment is required to update ADU regulations in the Coastal Zone.

On September 13, 2023, the Planning Commission held a hearing and adopted two resolutions which provide recommended amendment language regarding ADU regulations for both the ILUDC and the CLUDC. The Planning Commission concurred with all staff recommendations and provided the following additional recommendations:

1. Include Primary Residential Units in Land Use Table 2-6 as a permitted use by right (rather than a use requiring a Minor Use Permit) in the Neighborhood Commercial, Central Business District and General Commercial zoning districts if the pre-existing unit has the look of a house.
2. Limit ADU size to 1,200 SF rather than the lower limit allowed by State law of 1,000 SF.
3. Where objective development standards are loosened to accommodate the smallest 800 SF unit required by State law, the following standard should be relaxed last in order to improve neighborhood compatibility: changes to parking requirements, front setbacks and/or height limits.
4. Limit height of ADUs to 16 feet (unless the ADU is over a garage) instead of allowing for 28 feet (which is permissible for the primary unit) in all circumstances.
5. Limit expansion of a building's non-conforming setback (for an ADU conversion/expansion) to the existing building's setbacks.
6. Eliminate all window and balcony placement requirements for second units.
7. Only allow ADUs of less than 750 SF to be exempt from capacity fees (as required by State law). Require all other ADUs to pay a prorated share of capacity fees for floor area of more than 750 SF.

RECOMMENDED ACTIONS:

1. Introduce, by title only, and waive further reading of Ordinance 985-2023 Amending Division 18 to the Fort Bragg Municipal Code to Amend Chapter 18.21.030(B)(C) & 18.21.050 "Zoning Districts and Allowable Land Uses", to Repeal and Replace 18.42.170 "Accessory Dwelling Units", and to Amend Chapter 18.71.050 "Design Review" and Chapter 18.100 "Definitions" to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.

2. Adopt a Resolution XXX-2023 to Submit an LCP Amendment to the Coastal Commission to Amend Division 17 to the Fort Bragg Municipal Code to Amend Chapter 17.21.030(B)(C) & 17.21.050 “Zoning Districts and Allowable Land Uses”, to Repeal and Replace 17.42.170 “Accessory Dwelling Units”, and to Amend Chapter 17.71.050 “Design Review”, and Chapter 17.100 “Definitions” to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.

ALTERNATIVE ACTION:

Provide further direction regarding revisions to the ADU ordinances.

ANALYSIS:

The proposed amendments would include:

1. Changes to the Land Use Tables regarding ADUs;
2. A new ADU ordinance;
3. Changes to the Design Review process to exempt ADUs from administrative Design Review;
4. Changes to the definitions section of the Land Use and Development Code.

See Attachments 1 & 2 which include the draft CLUDC and ILUDC ordinances respectively. There are limited opportunities to make policy decisions with regard to the ADU amendments, as most changes are mandated by the State. Policy decision opportunities are noted in grey highlight with minimum correlated requirements noted in yellow highlight. For example, the maximum size for an ADU is 1,000 to 1,200 SF, where 1,000 SF is required as a maximum size for a 2-bedroom ADU by State law and 1,200 SF is permissible as a maximum if preferred by the City Council.

Table 1, below, summarizes the changes to the CLUDC and the ILUDC ordinances. All changes are identified in the attached draft ILUDC ordinance and CLUDC ordinance. The summary table indicates the status of the proposed change as follows:

1. **Required.** Many of the changes are **required** by State law and would bring the City’s land use codes into compliance with the State’s ADU housing law.
2. **Consistency.** Some changes are also recommended to create consistency between the CLUDC and the ILUDC and implement previous direction regarding ADUs in the CLUDC.
3. **Recommendation.** The Planning Commission made a number of recommendations as noted in the table below and the attached Planning Commission Resolutions (Attachments 3 & 4).

Table 1: Proposed Changes to the ILUDC & CLUDC		Status
Changes to Land Use Tables		
1	Allow at least one ADU and one JADU in all zoning districts with a primary residential unit	Required
2	Allow a duplex (in lieu of a single-family residence) as a permitted use by right on all residential zoned parcels including Low Density Residential.	Required

3	Change residential component of a mixed-use project to permitted use by right in Commercial General and Highway Visitor Commercial Zoning Districts.	Consistency in CLUDC.
4	Include Single Residential Units in Land Use Table 2-6 as a permitted use by right (rather than a use requiring a Minor Use Permit) in the Neighborhood Commercial, Central Business District and General Commercial zoning districts if the pre-existing unit has the look of a house.	Not required.
Revise the specific land use standards in 17.42.170 & 18.42.170 Second Units		
5	Define the various types of accessory dwelling units.	Required
6	Define the review and approval process for the ILUDC and the CLUDC. Define the conditions for Coastal Development Permit exemptions and administrative CDPs for ADUs.	Required
7	Establishes a 60-day deadline for permit processing or the planning permit is deemed approved.	Required
9	Regulate the number, type and location for ADUs and JADUs. Establish specific regulations regarding density, lot size, timing, conversion of existing structure to an ADU, sale of ADUs. Prohibit short-term rental of ADUs.	Required
10	Allow Multi-Family Residential properties to convert non-living space (closets, sheds, garages, etc.) to ADUs (up to 25% number of legal units). Allow ADUs in condominiums.	Required
11	Establish development standards such as height limits, setbacks, ADU size and height limits, etc.	Required & Optional
12	Eliminate owner occupancy requirements for primary residence.	Required
13	Allow the conversion of existing accessory structures (garages, sheds, etc.) into ADUs without requiring compliance with height limits, size limits and other requirements for ADUs so long as the accessory structure is pre-existing.	Required
14	Require exemptions to zoning standards to allow one 800 SF unit. Establish the order of priority for exemptions.	Required Optional
15	Increase the allowable square footage for an ADU from 1,000 SF to 1,200 SF. This change is not required by law, but it is permissible by law. It would allow for more two-bedroom ADUs which are needed in our community. Alternatively, the City could retain the 1,000 SF limitation on size.	Recommend by Planning Commission
16	Increase the allowable height for an ADU from 16 feet to 28 feet, which is the maximum height for a single-family home. This recommendation is not required by law. This would allow two story ADUs and ADUs above garages.	Not Recommended by Planning Commission

17	Allow ADUs on the front or back of the parcel, with limitations. Allow ADUs to be larger or smaller than the primary unit with limitations.	Required
18	Prohibit parking requirements, except in certain areas of the Coastal Zone.	Required
19	Compliance with Coastal Resources regulations.	Required
20	Prohibit capacity and impact fees for ADUs of 750 SF or less.	Required
21	Prohibit requiring off-site improvements.	Required
22	Prohibit correction of nonconforming zoning conditions.	Required
23	Require 5 years to correct non-conforming and illegal ADUs.	Required
24	Void restrictive covenants that disallow ADUs.	Required
25	Establish review process for Coastal Resources for ADUs located in the Coastal Zone.	Required
Revise Design Review 18/17.70.050 & Definitions 18/17.100.020		
26	Update the Design Review section to exempt ADUs from Design Review (Attachment 4)	Required
27	Update relevant definitions (Attachment 4) for the ADU Ordinances.	Required

The proposed revisions to the code include updates to the following sections.

Coastal Land Use & Development Code

Article 2	Chapter 17.21	Section 17.21.030	Land Use Tables
	Chapter 17.22	Section 17.22.030	
Article 4	Chapter 17.42	Section 17.42.170	ADUs
Article 7	Chapter 17.70	Section 17.70.050	Design Review & Definitions
Article 10	Chapter 17.100	Section 17.100.020	

Inland Land Use & Development Code

Article 2	Chapter 18.21	Section 18.21.030	Land Use Tables
	Chapter 18.22	Section 18.22.030	
Article 4	Chapter 18.42	Section 18.42.170	ADUs
Article 7	Chapter 18.70	Section 18.70.050	Design Review of ADUs & Relevant ADU Definitions
Article 10	Chapter 18.100	Section 18.100.020	

ENVIRONMENTAL ANALYSIS:

The proposed amendment to the Coastal Land Use and Development Code is part of the City's Local Coastal Program and will be submitted to the California Coastal Commission for certification. Therefore, the proposed project is statutorily exempt from further environmental review under CEQA Guidelines 15265 Adoption of Coastal Plans and Programs.

Additionally, the proposed ILUDC amendment is statutorily exempt under CEQA Guidelines 15282(h): The adoption of an ordinance regarding second units in a single-family or multi-family residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code.

FISCAL IMPACT

Reducing or eliminating the Capacity Fee for ADUs would result in the City investing more funds from other sources in capital improvements related to sewer and water infrastructure.

GREENHOUSE GAS EMISSIONS IMPACT:

Greenhouse gas emissions would be reduced as the proposed amendments would increase residential density which reduces the miles traveled by residents to access services, jobs and community resources.

GENERAL PLAN CONSISTENCY:

The consistency of the proposed ADU ordinance has been analyzed, please see the General Plan Consistency Analysis (Attachment 5).

IMPLEMENTATION/TIMEFRAMES:

ADU regulations in the Coastal Zone must also be adopted for compliance with State law. Changes to the Coastal Land Use Development Code are part of the Local Coastal Plan and require Coastal Commission certification and a separate review and approval process. For the CLUDC amendment the City is the applicant, and the Coastal Commission is the deciding body. Here is a brief timeline for how both amendments will move through the process:

Inland LUDC Zoning Code Amendment	Potential Timeline
Planning Commission Public Hearing and Recommendation to City Council	Sept 2023
City Council – Public Hearing and 1st Reading of Ordinance	Dec 2023
City Council – 2 nd Reading of Ordinance	Jan 2023
Ordinance become effective	Jan 2023

Coastal LUDC Zoning Code Amendment	Potential Timeline
Planning Commission Public Hearing and Recommendation to City Council	Sept 2023
City Council – Public Hearing and Adoption of Resolution Transmitting Zoning Amendment to Coastal Commission	Dec 2023

Coastal Commission Review and Friendly Modifications Due	July 2024
City Council acceptance of Friendly Modifications	October 2024

ATTACHMENTS:

1. Ordinance 985-2023 Amending Division 18 to the Fort Bragg Municipal Code to Amend Chapter 18.21.030(B)(C) & 18.21.050 “Zoning Districts And Allowable Land Uses”, to Repeal and Replace 18.42.170 “Accessory Dwelling Units” and to Amend Chapter 18.71.050 “Design Review” And Chapter 18.100 “Definitions” to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.
2. A Resolution of the Fort Bragg City Council Submitting an LCP Amendment to the Coastal Commission to Amend the Certified Local Coastal Program to Amend Chapter 17.21.030(B)(C) & 17.21.050 “Zoning Districts And Allowable Land Uses”, to Repeal and Replace 17.42.170 “Accessory Dwelling Units” and to Amend Chapter 17.71.050 “Design Review” and Chapter 17.100 “Definitions” to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.
3. Resolution of the Fort Bragg Planning Commission Recommending that the City Council Submit an LCP Amendment Application to the Coastal Commission to Amend Division 17 to the Fort Bragg Municipal Code to Amend Chapter 17.21.030(B)(C) & 17.21.050 “Zoning Districts And Allowable Land Uses”, to Repeal and Replace 17.42.170 “Accessory Dwelling Units” and to Amend Chapter 17.71.050 “Design Review” and Chapter 17.100 “Definitions” to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.
4. Resolution of the Fort Bragg Planning Commission Recommending that the City Council Amend Division 18 to the Fort Bragg Municipal Code to Amend Chapter 18.21.030(B)(C) & 18.21.050 “Zoning Districts And Allowable Land Uses”, to Repeal and Replace 18.42.170 “Accessory Dwelling Units” and to Amend Chapter 18.71.050 “Design Review” And Chapter 18.100 “Definitions” to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.
5. General Plan Consistency Analysis

NOTIFICATION:

“Notify Me” subscriber lists:

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE AMENDING DIVISION 18 OF THE FORT BRAGG MUNICIPAL CODE (ILUDC 1-23) TO AMEND CHAPTER 18.21.030(B)(C) & 18.21.050 “ZONING DISTRICTS AND ALLOWABLE LAND USES”, TO REPEAL AND REPLACE 18.42.170 “ACCESSORY DWELLING UNITS”, TO AMEND CHAPTER 18.71.050 “DESIGN REVIEW” AND TO AMEND CHAPTER 18.100 “DEFINITIONS” TO ESTABLISH REGULATIONS AND STANDARDS FOR ACCESSORY DWELLING UNITS PURSUANT TO STATE LAW.

ORDINANCE NO. 895-2023

WHEREAS, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the “City”) to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City’s police power to protect the public health, safety, and welfare; and

WHEREAS, the City of Fort Bragg (“City”) adopted a General Plan in 2002 which established policies for all lands within Fort Bragg city limits and its sphere of influence; and

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 availability of housing is a substantial concern for individuals of all demographics, ages, and economic backgrounds in communities throughout the State of California; and

WHEREAS, Accessory Dwelling Units (“ADUs”) offer lower cost housing to meet the needs of the existing and future residents while ensuring that they remain compatible with the existing neighborhood; and

WHEREAS, the 2009, 2014 and 2019 Housing Element updates include policies and

programs that support and create affordable housing, a diverse range of housing types and provisions for Accessory Dwelling Units; and

WHEREAS, In 2020, the City Council adopted Ordinance 20-609 to amend the Inland Land Use and Development Code (ILUDC) that meet some of the requirements of the new state laws; and

WHEREAS, the City desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

WHEREAS, Assembly Bills 68, 587, 671, 345 and 881 and Senate Bill 13 pertain to Accessory Dwelling Units (“ADUs”) and Junior Accessory Dwelling Units (“JADUs”). These bills were approved by the California Legislature and signed by the Governor in 2019, and became effective on January 1, 2020. Codified primarily in California Government Code sections 65952.2 and 65952.22, this legislation requires local ADU ordinances to include specified requirements; and

WHEREAS, the City of Fort Bragg General Plan establishes zoning for a variety of housing types including Accessory Dwelling Units and General Plan Table 6.2 lists Accessory Dwelling Units as permitted land uses in in all residential districts; and

WHEREAS, the City of Fort Bragg General Plan Policy H-1.3 facilitates the construction of secondary dwelling units on residential properties and this adopted policy includes six program goals (see Programs H-1.3.1 through H-1.3.6); and

WHEREAS, the Community Development Committee held a duly noticed public hearing on May 17, 2023, to receive a report regarding proposed changes to ADU and Tiny Home regulations in Fort Bragg; and public comments were given at that time; and

WHEREAS, Section 18.94.040 states that the Planning Commission shall forward a written recommendation, and reasons for the recommendations, to the Council based on the findings identified in Section 18.94.060; and

WHEREAS, the Planning Commission held a duly noticed public hearing on September 13, 2023, to consider the Zoning Amendment, accept public testimony; and formally adopted a resolution with their written recommendations regarding the proposed ordinance changes; and

WHEREAS, the City Council held a duly noticed public hearing on October 25, 2023, to consider the Zoning Amendment, accept public testimony; and formally Introduce the Ordinance by Title Only; and

WHEREAS, The project is exempt from CEQA, under Public Resources Code Section 21080.17 and State CEQA Guidelines Section 15282(h), adoption of an ordinance regarding second units in areas zoned to allow single-family or multifamily dwelling residential use by a city or county.

NOW, THEREFORE, The Fort Bragg City Council, based on the entirety of the record before it, which includes without limitation, CEQA Public Resources Code §21000, et seq. and State CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg Inland General Plan; the Fort Bragg Inland Land Use and Development Code; State law; all reports and public testimony submitted as part of the City Council meeting of October 25, 2023 and City Council deliberations; and any other evidence (within the meaning of Public

Resources Code §21080(e) and §21082.2), the Fort Bragg City Council **does ordains as follows:**

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

1. The foregoing recitals are true and correct and made a part of this Ordinance; and
2. On September 13, 2023, the Planning Commission held a properly noticed public hearing to consider recommending the proposed minor amendment to the Coastal Land Use and Development Code to the Fort Bragg City Council for adoption, and adopted a resolution in support of the City Council’s adoption of the minor amendment to the CLUDC pursuant to Gov. Code Section 65355.
3. On October 25, 2023 the City Council held a properly noticed public hearing to consider adoption of the minor amendment to the Coastal Land Use and Development Code.
4. The proposed ILUDC 1-23 amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City as it intends amendments to be consistent with recently adopted State laws; and
5. The proposed amendment is consistent with the General Plan Policies and Programs, including Policy H-1.3 Secondary Dwelling Units; and any applicable specific plan; and
 - a. The proposed project is consistent with the land use designations of the Land Use Element of the General Plan because state law does not allow local jurisdictions to include the three units allowed through an ADU law in density calculations. Thus, while the amendments will allow “higher” residential densities, State law does not allow local jurisdictions to count these increases in density towards density limitations. Thus, density limitations do not need to be modified in the Land Use Element.
 - b. The proposed amendment is consistent with the following applicable General Plan policies: Policy LU-6.1, Policy PF-1.2, Policy PF-1.1, Policy PF-2.1, Policy CD-9.2, Policy H-1.3, Policy H-1.6, and Policy H-3.2.
6. The proposed amendment is internally consistent with other applicable provisions of the Inland Land Use Development Code, including its Chapters 18.42, 18.71, 18.100, and others; and

The proposed amendment is consistent with ILUDC standards, with the following State mandated exceptions:

- a. Lot Coverage: As mandated by State law, housing units developed as a consequence of this ordinance must be exempt from lot coverage calculations if one 800 SF ADU cannot otherwise be constructed.
- b. Setbacks: As mandated by State law, housing units developed as a consequence of this ordinance have an exception from the code requiring only 4-foot setbacks on the rear and side property lines. Additionally, front yard setbacks must be reduced if one 800 SF ADU cannot otherwise be

constructed on a lot.

- c. Parking and Traffic: In compliance with State law, City Council may not require off-street parking for an ADU. In the case of a garage conversion to an ADU, the converted parking spaces do not have to be replaced.
- d. Public Improvement Requirements. Under the amended code per State law, the City would not be able to require new sidewalks or other improvements required in Section 18.30.090 for ADUs.

7. The project is exempt from CEQA, under Public Resources Code Section 21080.17 and State CEQA Guidelines Section 15282(h), adoption of an ordinance regarding second units in areas zoned to allow single-family or multifamily dwelling residential use by a city or county.

8. The documents and other material constituting the record for these proceedings are located at the Community Development Department, and

Section 2. Based on the foregoing, the City Council hereby:

Amends Title 18.21.030 & 18.21.050 Land Use Tables as follows:

Amends 18.21.030(B) Table 2-1 Allowable Land Uses and Permit Requirements for Residential Zoning Districts:

TABLE 2-1 Allowed Land Uses and Permit Requirements for Residential Zoning Districts	P	Permitted Use, Zoning Clearance required					
	MUP	Minor Use Permit required (see Section 18.71.060)					
	UP	Use Permit required (see Section 18.71.060)					
S	Permit requirement set by Specific Use Regulations						
—	Use not allowed						
LAND USE (1)	PERMIT REQUIRED BY DISTRICT						Specific Use Regulations
	RR	RS	RL	RM	RH	RVH	
RESIDENTIAL USES							
Duplex	P	P	P	P	P	P	18.42.170
Single-family Primary dwelling Unit	P	P	P	P	P	P	

Amends 18.22.030(C) Table 2-6 Allowable Land Uses and Permit Requirements for Commercial Zoning Districts:

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 Section 18.71.060)				
	UP	Use Permit required (see Section 18.71.060)				
	S	Permit requirement set by Specific Use Regulations				
	—	Use not allowed				
	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
LAND USE (1)	CN	CO	CBD	CG	CH	

RESIDENTIAL USES

Residential component mixed use project	P	UP	P(2)	UP	UP	18.42.100
<u>Primary Residential Unit</u>	P(3)	--	P(4)	P(4)	--	
<u>Second unit – ADU/JADU</u>	P(5)	P(5)	P(5)	P(5)	P(5)	18.42.170

(5) Use permitted only on parcels with an existing ~~single residential~~ primary unit or existing/proposed multifamily development, and only in compliance with § 18.42.170.

(3) Use permitted only for lots in the CN zone that do not front a major collector, as defined in the General Plan.

(4) Use permitted only for existing structures that have the appearance of a primary dwelling unit, per the Citywide Design Guidelines.

(5) Use permitted only on parcels with existing single residential unit or existing/proposed multifamily development, and only in compliance with § 18.42.170.

Amends Table 2-4 to clarify that a duplex would be allowed in lieu of a single-family residential unit:

TABLE 2-4 - RR, RS, AND RL DISTRICT DEVELOPMENT STANDARDS

Development Feature	Requirement by Zoning District		
	RR Rural Residential	RS Suburban Residential	RL Low Density Residential
Density	Maximum number of dwelling units allowed on a single parcel.		
	1 dwelling unit or one duplex per parcel; or 1 dwelling Unit and one second unit and one JADU where allowed by 18.42.170 .		

Section 3. 18.42.180 Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU)

Chapter 18.42.180 is hereby repealed and replaced in its entirety as follows:

Purpose. This Section establishes standards for two types of residential second units: accessory dwelling units (ADU); and junior accessory dwelling units (JADU), where allowed by Article 2 (Zoning Districts and Allowable Land Uses) and in compliance with California Government Code 65852-65853.13.

- “Accessory Dwelling Unit” means an attached, detached or converted residential dwelling unit that provides complete independent living facilities for one or more persons. ADUs shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single residential unit or multifamily dwelling structure. An “Accessory Dwelling Unit” also includes the following: an efficiency unit or a manufactured home, as defined in Section 18007 of the Health and Safety Code.
- “Junior accessory dwelling unit” means a living space not more than 500 square feet in size and contained entirely within the walls of a single residential unit. A JADU shall include permanent provisions for living, sleeping, eating, cooking, and sanitation (sanitation facilities may be separate, or may be shared with the primary unit).

A second unit that does not comply with this section is subject to the standards of 18.42.185 - Two Unit Development or the Zoning District or Article 3 Site Planning and Project Design Standards.

A. Review & Approval Process.

1. **Deemed Approved.** An application for the creation of an ADU or JADU shall be deemed approved (not just subject to Ministerial Approval) if the City has not acted on the completed application within 60 days. (65852.2a3).
2. **Ministerial Approval.** Ministerial approval is required for an ADU and/or JADU on parcels located in all residential and commercial zoning districts.

B. Location, Number & Size of Units. Two ADUs in compliance with this section or California Government Code 65852-65853.13 shall be allowed as follows:

1. On a lot with an existing or proposed single family residential unit:
 - a. One JADU constructed within an existing or proposed single residential unit, which complies with the requirements of 18.42.170 (K)(3); and/or
 - b. One ADU, that complies with the requirements of 18.42.170 (K) (1 or 2);
2. On a lot with an existing multifamily dwelling:
 - a. **Interior ADUs.** ADUs may be constructed in areas that are not used as livable space within an existing multifamily attached or detached structure (i.e., storage rooms, boiler rooms, passageways, attics, basements, or garages), provided the spaces meet state building standards for dwellings. The number of interior ADUs permitted on the lot shall not exceed 25% of the current number of units of the multifamily complex on the lot and at least 1 such unit shall be allowed. Units constructed pursuant to this Subsection shall not exceed 1,200 square feet in floor area; and
 - b. **Detached ADUs.** Up to 2 additional detached ADUs may be constructed, provided they are no taller than 16 feet, and they have at least 4 feet of side and rear yard setbacks. Units constructed pursuant to this Subsection shall not exceed 1,200 square feet in floor area.
 - c. **Condominiums.** ADU and JADUs are permitted within condominiums as rentals or homeowner occupied units, however no less than 25% of all ADUs in condominiums must be rented.

A. Conversion of Accessory Structures to ADUs. The conversion of a pre-existing (pre-existing prior to the date of the adoption of the ordinance) accessory structure (garage, barn, shed, etc.) or portion of an existing accessory structure to an ADU is not

subject to size limits, setback or height limitations of this ordinance. ADUs proposed for accessory structures that are expanded in size by more than 150 SF are subject to the size limitations of this ordinance.

- C. **Density.** Both ADUs and JADUs shall be exempted from the calculation of the maximum allowable density for the lot on which it is located and shall be deemed to be a residential use that is consistent with the existing General Plan and zoning designation for the lot.
- D. **Lot Size.** There is no minimum lot size for ADUs and JADUs.
- E. **Lot Coverage.** Projects are required to conform with Lot Coverage requirements for their zoning district, unless lot coverage requirements do not allow at least one 800 square foot second unit, in which case the lot coverage requirement shall be waived.
- F. **Timing.** An ADU may be constructed before, with or after the primary dwelling unit(s). In addition, an existing dwelling that complies with the standards for second units in Subsection (K) of this Section may be considered a second unit, and a new primary unit may be constructed.
- G. **Sale of ADUs JADUs.** The separate sale or conveyance of an ADU as a tenancy in common (TIC) is only permitted if: 1) both the primary unit and the ADU were built or developed by a qualified non-profit whose mission is to provide housing units to low-income households; 2) an enforceable restriction is placed on the property between the low income buyer and the non-profit that satisfies the requirements of Section 402,1 of the Revenue and tax code; and 3) the entire property is subject to affordability restrictions to assure that the ADU and the primary dwelling unit are preserved for low-income housing for 45 years.
- H. **Short-term Rentals Prohibited.** Accessory dwelling units and JADUs shall not be rented for periods of less than 31 days.
- I. **Deed Restriction.** Prior to the issuance of a building permit for a ADU, the owner shall record a deed restriction in a form approved by the City that includes: 1) a prohibition on the sale of the ADU separate from the sale of the primary residential unit (except in the case of H above or Urban Lot Split (18.84.045); 2) a prohibition on short-term rentals, and: 3) in the case of a JADU restricts the size and attributes of the JADU to conformance with this section.
- J. **Second Unit Standards.**
 - 1. **Exceptions to Accommodate at least one 800 SF ADU and one JADU.** The Community Development Director shall modify or eliminate objective development standards if they prevent the construction of a JADU and/or an ADU of at least 800 square feet in size, and 16 feet in height with 4-foot setbacks on any lot. Objective development standards shall be modified with the following to be considered last to allow an 800 SF unit: changes to parking requirements, front setbacks and/or height limits.
 - 2. **Accessory Dwelling Unit.** An ADU shall comply with the following standards:
 - a. **Location.** An ADU may be located on the front, the back or the side of a parcel and it may be larger or smaller than the primary single family residential unit so long as it complies with the size limitations of this code. An ADU can be: (i) a remodeled portion of a primary dwelling unit; (ii) attached to a primary dwelling unit; (iii) one of the units of a duplex (iv) a detached unit or located in a converted Accessory Structure such as a shop or garage.

- b. **Height limit.** A detached ADU shall be limited to a maximum height of 16 feet. Second story ADUs are permitted only over a garage and are limited to 28 ft in height.
- c. **Setbacks.** An ADU shall have a minimum rear and side setback of 4 feet, unless the second unit is located in a nonconforming structure as defined by § 18.90.020. Notwithstanding the foregoing, no setbacks are required for ADUs that are conversions of existing living areas or existing accessory structures, or for any new structures in the same location and to the same dimensions as an existing structure, or for expansions of existing structures that have less than a four-foot rear or side yard setback so long as the expansion conforms with the existing structure's existing setback. Front yard setbacks are defined in 18.22, however a reduced front setback is required if the applicant is precluded by the strict application of the setback requirements from building at least one 800 SF ADU on the property.
- d. **Maximum floor area.** The maximum floor area of a detached ADU shall not exceed 1,200 square feet and the maximum floor area for an attached ADU shall be 50% of the existing primary dwelling unit or 1,200 SF whichever is more. The conversion of an existing structure to an ADU shall not be limited in size so long as it is enclosed within the existing structure.
- e. **Separate entrance required.** An attached ADU shall have an entrance separate from the entrance to the primary dwelling.
- f. ~~**Window & Balcony Placement.** An ADU that is placed 20 feet or less from a residential unit on the same parcel or an adjacent parcel shall not have windows that directly face windows in the other unit. Transom windows and skylights are allowed even when ADU windows directly face windows in the other unit.~~
- g. **Building code compliance.** All new ADUs must satisfy the requirements contained in the building code and fire code as currently adopted by the City, including applicable energy efficiency standards associated with Title 24 of the California Code of Regulations. However, fire sprinklers shall not be required if they are not required for the primary residence.

3. Junior Accessory Dwelling Unit. A JADU shall comply with the following standards:

- a. **Location.** JADUs may be located in an attached garage or within the walls of the primary dwelling. JADUs are allowed to share bathroom facilities with the primary dwelling. JADUs are not permitted in detached accessory structures or ADUs.
- b. **Maximum floor area.** The living space shall not exceed 500 square feet in size and shall be contained entirely within the walls of an existing or proposed single residential unit.
- c. **Separate entrance required.** A JADU shall have a separate entrance from the main entrance to the primary residence.
- d. **Efficiency kitchen.** A JADU shall include an efficiency kitchen with cooking appliances, a food preparation counter, and storage cabinets reasonably sized in relation to unit.
- e. **Fire protection.** No separate connection between the junior accessory dwelling unit and the utility shall be required for units created within a single residential unit, unless the junior accessory dwelling unit is being constructed in connection with a new single residential unit.
- f. **Utility service.** For the purpose of providing service for water, sewer, or power, a JADU unit shall not be considered a separate or new unit, unless the JADU was constructed in conjunction with a new single residential unit.

K. Parking Requirements

- 1. **ADU/JADU Parking Exemptions & Requirements:** No parking is required.
- 2. **Replacement Parking Exemption.** No replacement parking space(s) are required for the primary unit, when a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an ADU.

L. Solar Requirements. New, non-manufactured, detached ADUs shall install solar in compliance with the California Building Code. No other ADUs are subject to the Building Code's solar requirements.

- M. **No Capacity Fees.** JADUs are exempt from paying capacity fees. ADUs of less than 750 SF shall be exempt from paying capacity fees, and units of more than 750 SF shall pay a prorated share of the capacity fee.
- N. **No off-site Improvements.** No physical improvements, such as installation of sidewalks or off-site drainage improvements, shall be required for the creation or conversion of an ADU or JADU.
- O. **No Correction of Nonconforming Zoning Conditions.** No applicant shall be required to correct existing non-conforming zoning conditions as part of the creation or conversion of an ADU or JAUD.
- P. **Non-Conforming ADUs.** An existing substandard ADU or JADU shall have five years to correct a violation so long as the violation is not a health and safety issue as determined by the Building Department.
- Q. **Restrictive Covenants Void.** ADUs and JADUs shall be allowed on all parcels regardless of any covenants, conditions or restrictions that have been placed on a lot; such restrictions are void and unenforceable. (Civ Code 4751).

Section 4. 18.71.050 Design Review Amendment

Chapter 18.71.050 is hereby amended as follows:

2. Improvements subject to Design Review by the Director. The following improvements shall be subject to Design Review by the Director, except when in conjunction with a development project. If in conjunction with a development project, each of the following shall be subject to review and approval by the Commission:

- a. ~~The construction or rehabilitation/remodeling of a secondary dwelling unit or duplex;~~
- b. The construction or rehabilitation/remodeling/addition of any detached accessory structure or garage that exceeds 16 feet in height.
- c. Removal of natural ground cover, trees, or vegetation;
- d. Installation of a fence, wall, or retaining wall visible from a public right-of-way;
- e. Landscaping including vegetation, irrigation systems, and low level lighting;
- f. Signs included with plans for any project listed above, and that do not require Commission review; or
- g. Exterior lighting.

3. Improvements exempt from Design Review. The following improvements are exempt from Design Review:

- a. ~~The construction or rehabilitation/remodeling of any ADU, JADU or duplex;~~
- b. One single-family dwelling on a single parcel, including any related accessory structures;
- c. Structural improvements not visible from a public right-of-way;
- d. Signs in compliance with Chapter [18.38](#) (Signs), and which are to be located on an existing structure, or as approved under another development permit;
- e. Work determined by the Director to be minor or incidental within the intent and objectives of this Section; and
- f. Ordinary maintenance and repair of structures.

Section 5. 18.100 Definitions Amendments

Chapter 18.100 is hereby amended as follows:

Add the following definitions:

Accessory Dwelling Unit. Can be an attached, detached or converted residential dwelling unit of less than 1,200 sf that provides complete independent living facilities for 1 or more persons. ADUs shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single residential unit or multifamily dwelling structure is or will be situated. An “accessory dwelling unit” also includes the following: (A) an efficiency unit; and (B) a manufactured home, as defined in Section 18007 of the Health and Safety Code, and (C) a tiny home as defined in 18.42.175.

Junior accessory dwelling unit. Is a living space of not more than 500 square feet in size and contained entirely within the walls of a primary residential unit. A JADU shall include permanent provisions for living, sleeping, eating, cooking, and sanitation; sanitation facilities may be separate, or may be shared with the primary unit.

Remove the following definitions:

~~**Carriage House.** See “**Second Unit or Carriage House.**”~~

~~**Small secondary unit.** A small secondary residential dwelling unit is a separate, complete housekeeping unit with a separate entrance, kitchen, sleeping area, and full bathroom facility, which is an attached or detached extension to a single family structure that has no more than one bedroom and that is no greater than 600 square feet in size. Any loft area, regardless of ceiling height, is counted when calculating maximum square feet. No more than one loft area is permitted in a small secondary unit.~~

Revise the following definitions:

~~**Duplex.** See “**Multi-Family Housing.**”~~ A duplex consists of two attached dwelling units typically sharing a wall, but may also be attached vertically. A duplex may be considered a primary dwelling unit with an attached Accessory Dwelling Unit (ADU) if one of the units is less than 1,200 square feet.

~~**Multi-Family Housing.** A dwelling unit that is part of a structure containing ~~one~~ **three** or more other dwelling units, ~~or a non-residential use. An example of the latter is a mixed-use project where, for example, one or more dwelling units are part of a structure that also contains one or more commercial uses (retail, office, etc.).~~~~ Multi-family dwellings include: ~~duplexes, triplexes, fourplexes~~ (buildings under one ownership with ~~two~~, three or more dwelling units in the same structure); apartments (five or more units under one ownership in a single building); and townhouse development (three or more attached dwellings where no unit is located over another unit), and other building types containing multiple dwelling units (for example, courtyard housing, rowhouses, stacked flats, etc.).

~~**Primary Residential Unit.** A house that is occupied and designed with one overall living area for one group of people with one kitchen. Also includes factory built, modular housing units, constructed in compliance with the Uniform Building Code (UBC), and mobile homes/manufactured housing units that comply with the National Manufactured Housing Construction and Safety Standards Act of 1974, placed on permanent foundation systems.~~

~~**Residential Accessory Use or Structure.** Any use and/or structure that is customarily a part of, and clearly incidental~~

and secondary to a residence, and does not change the character of the residential use. This definition includes the following detached accessory structures, and other similar structures normally associated with a residential use of property. See also "Agricultural Accessory Structure."

- | | |
|------------------------------|---------------------------------------|
| garages | studios |
| gazebos | swimming pools |
| greenhouses (non-commercial) | tennis and other on-site sport courts |
| spas and hot tubs | workshops |
| storage sheds | |

Also includes the indoor storage of automobiles (including their incidental restoration and repair), personal recreational vehicles and other personal property, accessory to a residential use. Does not include: second units, **or Accessory Dwelling Units**, which are separately defined; guest houses, ~~which are included under the definition of second units~~; or home satellite dish and other receiving antennas for earth-based TV and radio broadcasts (see "Telecommunications Facilities").

Second Unit/Carriage House/Duplex. See Accessory Dwelling Unit.

~~Single Family Dwelling. See Primary Residential Unit. A building designed for and/or occupied exclusively by one family. Also includes factory built, modular housing units, constructed in compliance with the Uniform Building Code (UBC), and mobile homes/manufactured housing units that comply with the National Manufactured Housing Construction and Safety Standards Act of 1974, placed on permanent foundation systems.~~

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 and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

The foregoing Ordinance was introduced by Councilmember _____ at a regular meeting of the City Council of the City of Fort Bragg held on **October 25, 2023**, and adopted at a regular meeting of the City of Fort Bragg held on **November 23, 2023**, by the following vote:

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

Mayor

ATTEST:

City Clerk

PUBLISH: October XX, 2023 and October XX, 2023 (by summary).
EFFECTIVE DATE: December 23, 2023.

RESOLUTION NO. CC -2023

A RESOLUTION OF THE FORT BRAGG CITY COUNCIL SUBMITTING AN LCP AMENDMENT TO THE COASTAL COMMISSION TO AMEND THE CERTIFIED LOCAL COASTAL PROGRAM TO AMEND CHAPTER 17.21.030(B)(C) & 17.21.050 "ZONING DISTRICTS AND ALLOWABLE LAND USES", TO REPEAL AND REPLACE 17.42.170 "ACCESSORY DWELLING UNITS" AND TO AMEND CHAPTER 17.71.050 "DESIGN REVIEW" AND CHAPTER 17.100 "DEFINITIONS" TO ESTABLISH REGULATIONS AND STANDARDS FOR ACCESSORY DWELLING UNITS PURSUANT TO STATE LAW.

WHEREAS, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the "City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, the City of Fort Bragg ("City") adopted a General Plan in 2002 which established policies for all lands within Fort Bragg city limits and its sphere of influence; and

WHEREAS, the City adopted a Coastal General Plan ("Coastal GP") as the Land Use Plan portion of the Local Coastal Program on May 12, 2008 which established policies for all land within the Fort Bragg Coastal Zone; and

WHEREAS, in August 2008 the California Coastal Commission certified the City's Local Coastal Program (LCP) which includes the Coastal GP as the Land Use Plan; and

WHEREAS, The City Council adopted Resolution 3162-2008 on May 12, 2008 adopting the Coastal General Plan; and

WHEREAS, the City adopted a Coastal Land Use and Development Code in 2008 as the implementing portion of the Local Coastal Program on May 12, 2008, which established all land use regulations for the Coastal Zone; and

WHEREAS, the Coastal General Plan includes policies to: (1) advance the orderly growth and development of the City's Coastal Zone; (2) protect coastal resources; (3) incorporate sustainability into the development process so that Fort Bragg's coastal resources and amenities are preserved for future generations; (4) respond to current environmental and infrastructure constraints; (5) protect the public health, safety and welfare; and (6) promote fiscally responsible development; and

WHEREAS, the availability of housing is a substantial concern for individuals of all demographics, ages, and economic backgrounds in communities throughout the State of California; and

WHEREAS, accessory dwelling units ("ADUs") offer lower cost housing to meet the needs of the existing and future residents while ensuring that they remain compatible with the existing neighborhood; and

WHEREAS, the 2009, 2014 and 2019 Housing Element updates included policies and programs to support and create affordable housing, a diverse range of housing types and provisions for accessory Dwelling Units; and

WHEREAS, the City desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

WHEREAS, the City of Fort Bragg Local Coastal Program policy H-2.5 intends that the City governance continue to facilitate the construction of secondary dwelling units on residential properties consistent with Chapter 17.42.170 (Second Units) of the Coastal Land Use and Development Code; and

WHEREAS, Coastal General Plan Housing Element Section F.7.c lists siting and design criteria for second dwelling units to ensure neighborhood compatibility; and

WHEREAS, Assembly Bills 68, 587, 671, 345 and 881 and Senate Bill 13 pertain to accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”). These bills were approved by the California Legislature and signed by the Governor in 2019, and became effective on January 1, 2020. Codified primarily in California Government Code sections 65952.2 and 65952.22, this legislation requires local ADU ordinances to include specified requirements; and

WHEREAS, In 2020, the City Council adopted Ordinance 20-609 to amend the Inland Land Use and Development Code (ILUDC) that meet some of the requirements of the new state laws; and

WHEREAS, the Community Development Committee held a duly noticed public hearing on May 17, 2023, to receive a report regarding proposed changes to ADU and Tiny Home regulations in Fort Bragg; and public comments were given at that time; and

WHEREAS, the Planning Commission held a duly noticed public hearing on September 13, 2023, to consider the LCP Amendment, accept public testimony; and

WHEREAS, Section 17.94.040 states that the Planning Commission shall forward a written recommendation, and reasons for the recommendation, to the City Council based on the findings identified in Section 17.94.060; and a resolution was transmitted to the City Council on October 25, 2023 that represents the Planning Commission’s recommendations; and

WHEREAS, the City Council has considered all public comments and a staff report dated October 25, 2023 regarding the proposed ordinance; the staff report is incorporated herein by reference and available for review at City Hall during normal business hours; and

WHEREAS, the proposed minor modification to the Coastal Land Use and Development Code is set forth in its entirety in Section 2 – Section 4 below; and

WHEREAS, the “activities and approvals by a local government necessary for the preparation and adoption of a local coastal program or long range development plan” pursuant to the California Coastal Act are statutorily exempt from compliance with CEQA, and this statutory exemption “shifts the burden of CEQA compliance from the local agency to the California Coastal Commission (CEQA Guidelines § 15265 (c)).

NOW, THEREFORE, the City Council resolves as follows:

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

1. The foregoing recitals are true and correct and are made a part of this Ordinance.
2. On September 13, 2023, the Planning Commission held a properly noticed public hearing to consider recommending the proposed minor amendment to the Coastal Land Use and Development Code to the Fort Bragg City Council for adoption, and adopted a resolution in support of the City Council’s adoption of the minor amendment to the CLUDC pursuant to Gov. Code Section 65355.
3. On October 25, 2023 the City Council held a properly noticed public hearing to consider adoption of the minor amendment to the Coastal Land Use and Development Code.
4. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City and seeks to be consistent with recently adopted State Laws, including Assembly Bills 68, 587, 671, 345 and 881 and Senate Bill 13; and
5. The proposed amendment is internally consistent with other applicable provisions of the Inland Land Use Development Code, including its Chapters 17.42, 17.71, 17.100, and others; and the LCP Amendment is consistent with the California Coastal Act; and
6. The California Environmental Quality Act ("CEQA") does not apply to activities and approvals of a local coastal program that are undertaken by a local government pursuant to Public Resources Code Section 21080.9) and CEQA Guidelines Section 15265(a), and
7. Pursuant to Coastal Act Section 30510(a), the City of Fort Bragg will carry out the Local Coastal Program as amended in a manner fully in conformity with the California Coastal Act; and
8. The documents and other material constituting the record for these proceedings are located at the Community Development Department.

9. The amendments to the Local Coastal Program shall take effect automatically upon Coastal Commission approval and certification pursuant to Public Resources Code Section 30512, 30513, and 30519.

Section 2. Based on the foregoing, the City Council hereby:

Amends Title 17.21.030 & 17.21.050 Land Use Tables as follows:

Amends 17.21.030(B) Table 2-1 Allowable Land Uses and Permit Requirements for Residential Zoning Districts to include the following additional uses.

TABLE 2-1 Allowed Land Uses and Permit Requirements for Residential Zoning Districts	P	Permitted Use, Zoning Clearance required					
	MUP	Minor Use Permit required (see Section 17.71.060)					
	UP	Use Permit required (see Section 17.71.060)					
	S	Permit requirement set by Specific Use Regulations					
	—	Use not allowed					
LAND USE (1)	PERMIT REQUIRED BY DISTRICT						Specific Use Regulations
	RR	RS	RL	RM	RH	RVH	
RESIDENTIAL USES							
Duplex	P	P	P	P	P	P	17.42.170
Single-family Primary dwelling Unit	P	P	P	P	P	P	

Amends 17.22.030(C) Table 2-6 Allowable Land Uses and Permit Requirements for Commercial Zoning Districts:

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 Section 17.71.060)				
	UP	Use Permit required (see Section 17.71.060)				
	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	
RESIDENTIAL USES						
Residential component mixed use project	P	UP	P(2)	UP	UP	17.42.100
Single Residential Unit	P(3)	--	P(4)	P(4)	--	
Second unit – ADU/JADU	P(5)	P(5)	P(5)	P(5)	P(5)	17.42.170

Notes:

- (1) See Article [10](#) for land use definitions.
- (2) Use allowed only on second or upper floors, in compliance with Section [17.22.060](#).B (Limitation on Location of Allowable Uses).
- (3) Use permitted only for lots in the CN zone that do not front a major collector, as defined in the General Plan.
- (4) Use permitted only for existing structures that have the appearance of a primary dwelling unit, per the Citywide Design Guidelines.
- (5) Use permitted only on parcels with **an existing primary residential unit or** existing/proposed multifamily development, and only in compliance with § 18.42.170.

Amend Table 2-4 to clarify that a duplex would be allowed in lieu of a single-family residential unit:

TABLE 2-4 - RR, RS, AND RL DISTRICT DEVELOPMENT STANDARDS

Development Feature	Requirement by Zoning District		
	RR Rural Residential	RS Suburban Residential	RL Low Density Residential
Density	Maximum number of dwelling units allowed on a single parcel.		
	1 dwelling unit or one duplex per parcel; or 1 dwelling Unit and one second unit and one JADU where allowed by 17.42.170 .		

Section 3. 17.42.180 Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU)

Chapter 17.42.180 is hereby repealed and replaced in its entirety as follows:

Purpose. This Section establishes standards for two types of residential second units: accessory dwelling units (ADU); and junior accessory dwelling units (JADU), where allowed by Article 2 (Zoning Districts and Allowable Land Uses) and in compliance with California Government Code 65852-65853.13.

- “Accessory Dwelling Unit” means an attached, detached or converted residential dwelling unit that provides complete independent living facilities for one or more persons. ADUs shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single residential unit or multifamily dwelling structure. An “Accessory Dwelling Unit” also includes an efficiency unit or a manufactured home, as defined in Section 18007 of the Health and Safety Code.
- “Junior accessory dwelling unit” means a living space not more than 500 square feet in size and contained entirely within the walls of a single residential unit. A JADU shall include permanent provisions for living, sleeping, eating, cooking, and sanitation (sanitation facilities may be separate, or may be shared with the primary unit).
- A second unit that does not comply with this section is subject to the standards of 17.42.200 - Urban Unit Development.

A. Coastal Development Review & Permit Requirements.

1. **ADUs.** ADUs that require new construction and/or the conversion of an accessory structure or uninhabited space into a habitable living space shall require an administrative CDP. No public hearing is required for the approval of an administrative CDP for an ADU within the Coastal Zone.
2. **JADUs.** The conversion of an existing, legally established habitable space to a JADU within an existing residence is exempt from the requirement to obtain a CDP if the following requirements are met:
 - a. The Junior ADU incorporates an existing bedroom of the primary residence into the structure or eliminates an existing bedroom as part of the ADU conversion.
 - b. The construction of the Junior ADU will not include the removal or replacement of major structural components (e.g., roofs, exterior walls, foundations, etc.).
 - c. The construction of the JADU does not result in an increase in habitable floor spaces on the parcel.
 - d. The JADU will not change the intensity of use of the structure (total occupiable bedrooms).
 - e. The JADU does not constitute development within the definition in the Coastal Act.
 - f. The JADU will have no impact on Coastal Resources.

If the JADU conversion does not comply with all the above requirements of subsection 17.42.170(A)(2), an administrative Coastal Development Permit shall be required.

B. Location, Number & Size of Units. Two ADUs in compliance with this section or California Government Code 65852-65853.13 shall be allowed as follows:

1. On a lot with an existing or proposed single family residential unit:
 - a. One JADU constructed within an existing or proposed single residential unit, which complies with the requirements of 17.42.170 (K)(3); and/or
 - b. One ADU, that complies with the requirements of 17.42.170 (K) (1 or 2);
2. On a lot with an existing multifamily dwelling:
 - a. **Interior ADUs.** ADUs may be constructed in areas that are not used as livable space within an existing multifamily attached or detached structure (i.e., storage rooms, boiler rooms, passageways, attics, basements, or garages), provided the spaces meet state building standards for dwellings. The number of interior ADUs permitted on the lot shall not exceed 25% of the current number of units of the multifamily complex on the lot and at least 1 such unit shall be allowed. Units constructed pursuant to this Subsection shall not exceed **1,200** square feet in floor area each; and
 - b. **Detached ADUs.** Up to 2 additional detached ADUs may be constructed, provided they are no taller than 16 feet, and they have at least 4 feet of side and rear yard setbacks. Units constructed pursuant to this Subsection shall not exceed **1,200** square feet in floor area.
 - c. **Condominiums.** ADU and JADUs are permitted within condominiums as rentals or homeowner occupied units, however no less than 25% of all ADUs in condominiums must be rented.

C. Conversion of Accessory Structures to ADUs. The conversion of an existing accessory structure (garage, barn, shed, etc.) or portion of an existing accessory structure to an ADU is not subject to size limits, setback or height limitations of this ordinance. ADUs proposed for accessory structures that are expanded in size by more than 150 SF are subject to the size limitations of this ordinance.

D. Density. Both ADUs and JADUs shall be exempted from the calculation of the maximum allowable density for the lot on which it is located and shall be deemed to be a residential use that is consistent with the existing General Plan and zoning designation for the lot.

E. Lot Size. There is no minimum lot size for ADUs and JADUs.

F. Lot Coverage. Projects are required to conform with lot coverage requirements for their zoning district, unless lot coverage requirements do not allow at least one 800 square foot second unit, in which case the lot coverage requirement shall be waived.

- G. **Timing.** An ADU may be constructed before, with or after the primary dwelling unit(s). In addition, an existing dwelling that complies with the standards for second units in Subsection (K) of this Section may be considered a second unit, and a new primary unit may be constructed.
- H. **Sale of ADUs JADUs.** The separate sale or conveyance of an ADU as a tenancy in common (TIC) is only permitted if: 1) both the primary unit and the ADU were built or developed by a qualified non-profit whose mission is to provide housing units to low-income households; 2) an enforceable restriction is placed on the property between the low income buyer and the non-profit that satisfies the requirements of Section 402,1 of the Revenue and tax code; and 3) the entire property is subject to affordability restrictions to assure that the ADU and the primary dwelling unit are preserved for low-income housing for 45 years.
- I. **Short-term rentals prohibited.** Accessory dwelling units and JADUs shall not be rented for periods of less than 31 days.
- J. **Deed restriction.** Prior to the issuance of a building permit for a ADU, the owner shall record a deed restriction in a form approved by the City that includes: 1) a prohibition on the sale of the ADU separate from the sale of the primary residential unit (except in the case of H above or through the Urban Lot Split Section 17. 84.045); 2) a prohibition on short-term rentals, and: 3) in the case of a JADU restricts the size and attributes of the JADU to conformance with this section.
- K. **Second Unit Standards.**
1. **Exceptions to Accommodate at least one 800 SF ADU and one JADU.** The Community Development Director shall modify or eliminate objective development standards if they prevent the construction of a JADU and/or an ADU of at least 800 square feet in size and 16 feet in height with 4-foot setbacks on any lot. Objective development standards shall be modified with the following to be considered last to allow an 800 SF unit changes to parking requirements, front setbacks, height limits.
 2. **Accessory Dwelling Unit.** An ADU shall comply with the following standards:
 - a. **Location.** An ADU may be located on the front, the back or the side of a parcel and it may be larger or smaller than the primary family residential unit so long as it complies with the size limitations of this code. An ADU can be: (i) a remodeled portion of a primary dwelling unit; (ii) attached to a primary dwelling unit; (iii) one of the units of a duplex (iv) a detached unit or located in a converted Accessory Structure such as a shop or garage.
 - b. **Height limit.** A detached ADU shall be limited to a maximum height of 16 feet. Second story ADUs are permitted only over a garage and are limited to 28 ft in height.
 - c. **Setbacks.** An ADU shall have a minimum rear and side setback of 4 feet, unless the second unit is located in a nonconforming structure as defined by § 17.90.020. Notwithstanding the foregoing, no setbacks are required for ADUs that are conversions of existing living areas or existing accessory structures, or for any new structures in the same location and to the same dimensions as an existing structure, or for expansions of existing structures that have less than a four-foot rear or side yard setback so long as the expansion conforms with the existing structure's existing setback. Front yard setbacks are defined in 17.22, however a reduced front setback is required if the applicant is precluded by the strict application of the setback requirements from building at least one 800 SF ADU on the property.
 - d. **Maximum floor area.** The maximum floor area of a detached ADU shall not exceed 1,200 square feet and the maximum floor area for an attached ADU shall be 50% of the existing primary dwelling unit 1,200 SF whichever is more. The conversion of an existing structure to an ADU shall not be limited in size so long as it is enclosed within the existing structure.
 - e. **Separate entrance required.** An attached ADU shall have an entrance separate from the entrance to the primary dwelling.

- f. **Window & Balcony Placement.** An ADU that is placed 20 feet or less from a residential unit on the same parcel or an adjacent parcel shall not have windows that directly face windows in the other unit. Transom windows and skylights are allowed even when ADU windows directly face windows in the other unit.
- g. **Building code compliance.** All new ADUs must satisfy the requirements contained in the building code and fire code as currently adopted by the City, including applicable energy efficiency standards associated with Title 24 of the California Code of Regulations. However, fire sprinklers shall not be required if they are not required for the primary residence.

3. Junior Accessory Dwelling Unit. A JADU shall comply with the following standards:

- a. **Location.** JADUs may be located in an attached garage or within the walls of the primary dwelling. JADUs are allowed to share bathroom facilities with the primary dwelling. JADUs are not permitted in detached accessory structures or ADUs.
- b. **Maximum floor area.** The living space shall not exceed 500 square feet in size and shall be contained entirely within the walls of an existing or proposed single residential unit.
- c. **Separate entrance required.** A JADU shall have a separate entrance from the main entrance to the primary residence.
- d. **Efficiency kitchen.** A JADU shall include an efficiency kitchen with cooking appliances, a food preparation counter, and storage cabinets reasonably sized in relation to unit.
- e. **Fire protection.** No separate connection between the junior accessory dwelling unit and the utility shall be required for units created within a single residential unit, unless the junior accessory dwelling unit is being constructed in connection with a new single residential unit.
- f. **Utility service.** For the purpose of providing service for water, sewer, or power, a JADU unit shall not be considered a separate or new unit, unless the JADU was constructed in conjunction with a new single residential unit.

L. Parking Requirements

- 1. **ADU/JADU Parking Exemptions & Requirements:** No parking is required unless the ADU is located in a neighborhood which provides public parking and public access to the coast. In Fort Bragg this includes all residential parcels that directly abut Glass Beach Drive. All other parcels are not required to provide parking.
- 2. **Replacement Parking Exemption.** No replacement parking space(s) are required for the primary unit, when a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an ADU.

M. Solar Requirements. New, non-manufactured, detached ADUs shall install solar in compliance with the California Building Code. No other ADUs are subject to the Building Code's solar requirements.

N. No Capacity Fees. JADUs are exempt from paying capacity fees. ADUs of less than 750 SF shall be exempt from paying capacity fees, and units of more than 750 SF shall pay a prorated share of the capacity fee.

O. No off-site Improvements. No physical improvements, such as installation of sidewalks or off-site drainage improvements, shall be required for the creation or conversion of an ADU or JADU.

P. No Correction of Nonconforming Zoning Conditions. No applicant shall be required to correct existing non-conforming zoning conditions as part of the creation or conversion of an ADU or JADU.

Q. Non-Conforming ADUs. An existing substandard ADU or JADU shall have five years to correct a violation so long as the violation is not a health and safety issue as determined by the Building Department.

R. Restrictive Covenants Void. ADUs and JADUs shall be allowed on all parcels regardless of any covenants, conditions or restrictions that have been placed on a lot; such restrictions are void and unenforceable. (Civ Code 4751).

S. **ADU's Proposed for Sensitive Habitats, Scenic Areas, and areas subject to Sea Level Rise**

1. **Visual Resources.** ADUs shall be reviewed for impacts to visually resources in visually sensitive areas as designated in Map CD-1 of the Coastal General Plan.
2. **Sensitive Habitat.** ADUs shall be reviewed for impacts to sensitive habitats in areas as designated in Map OS-1 of the Coastal General Plan.
3. **Areas Sensitive to Sea Level Rise.** J/ADUs that are proposed for areas that are vulnerable to sea level rise and other coastal hazards shall meet all LCP requirements for new development to be safe from such hazards, but that also addresses the need for future sea level rise adaptations including future removal and risk disclosure.

Section 4. 18.71.050 Design Review Amendment

Chapter 17.71.050 (2) and (3) are hereby amended as follows:

2. **Improvements subject to Design Review by the Director.** The following improvements shall be subject to Design Review by the Director, except when in conjunction with a development project. If in conjunction with a development project, each of the following shall be subject to review and approval by the Commission:

- a. ~~The construction or rehabilitation/remodeling of a secondary dwelling unit or duplex;~~
- b. The construction or rehabilitation/remodeling/addition of any detached accessory structure or garage that exceeds 16 feet in height.
- c. Removal of natural ground cover, trees, or vegetation;
- d. Installation of a fence, wall, or retaining wall visible from a public right-of-way;
- e. Landscaping including vegetation, irrigation systems, and low level lighting;
- f. Signs included with plans for any project listed above, and that do not require Commission review; or
- g. Exterior lighting.

3. **Improvements exempt from Design Review.** The following improvements are exempt from Design Review:

- a. ~~The construction or rehabilitation/remodeling of any ADU, JADU or duplex;~~
- b. One single-family dwelling on a single parcel, including any related accessory structures;
- c. Structural improvements not visible from a public right-of-way;
- d. Signs in compliance with Chapter [17.38](#) (Signs), and which are to be located on an existing structure, or as approved under another development permit;
- e. Work determined by the Director to be minor or incidental within the intent and objectives of this Section; and
- f. Ordinary maintenance and repair of structures.

Section 5. 17.100 Definitions Amendments

Chapter 17.100 is hereby amended as follows:

Add the following definitions:

Accessory Dwelling Unit. Can be an attached, detached or converted residential dwelling unit of less than 1,200 sf that provides complete independent living facilities for 1 or more persons. ADUs shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single residential unit or multifamily dwelling structure is or will be situated. An "accessory dwelling unit" also includes the following: (A) an efficiency unit; and (B) a manufactured home, as defined in Section 18007 of the Health and Safety Code, and (C) a tiny home as defined in 17.42.175.

Junior accessory dwelling unit. Is a living space of not more than 500 square feet in size and contained entirely within the walls of a primary residential unit. A JADU shall include permanent provisions for living, sleeping, eating, cooking, and sanitation; sanitation facilities may be separate, or may be shared with the primary unit.

Remove the following definitions:

Carriage House. See “**Second Unit** or Carriage House.”

~~**Small secondary unit.** A small secondary residential dwelling unit is a separate, complete housekeeping unit with a separate entrance, kitchen, sleeping area, and full bathroom facility, which is an attached or detached extension to a single-family structure that has no more than one bedroom and that is no greater than 600 square feet in size. Any loft area, regardless of ceiling height, is counted when calculating maximum square feet. No more than one loft area is permitted in a small secondary unit.~~

~~**Second Unit or Carriage House.** A second permanent dwelling that is accessory to a primary dwelling on the same site. A second unit that provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, sanitation, and parking, and does not meet the criteria for an Accessory Dwelling Unit.~~

Revise the following definitions:

Duplex. See “**Multi-Family Housing.**” A duplex consists of two attached dwelling units typically sharing a wall, but may also be attached vertically. A duplex may be considered a primary dwelling unit with an attached Accessory Dwelling Unit (ADU) if one of the units is less than 1,200 square feet.

Coastal Development Permit. A discretionary land use permit that may be granted in compliance with Section [17.71.040](#) [17.71.045](#) (Coastal Development Permit) required pursuant to this Development Code and subdivision (a) of the Coastal Act Section 30600, which authorizes development in the coastal zone subject to compliance with any conditions of approval imposed on the permit.

Multi-Family Housing. A dwelling unit that is part of a structure containing ~~one~~ **three** or more other dwelling units, ~~or a non-residential use. An example of the latter is a mixed-use project where, for example, one or more dwelling units are part of a structure that also contains one or more commercial uses (retail, office, etc.).~~ Multi-family dwellings include: ~~duplexes, triplexes, fourplexes~~ (buildings under one ownership with ~~two~~, three or more dwelling units in the same structure); apartments (five or more units under one ownership in a single building); and townhouse development (three or more attached dwellings where no unit is located over another unit), and other building types containing multiple dwelling units (for example, courtyard housing, rowhouses, stacked flats, etc.).

Primary Residential Unit. A house that is occupied and designed with one overall living area for one group of people with one kitchen. Also includes factory built, modular housing units, constructed in compliance with the Uniform Building Code (UBC), and mobile homes/manufactured housing units that comply with the National Manufactured Housing Construction and Safety Standards Act of 1974, placed on permanent foundation systems.

Residential Accessory Use or Structure. Any use and/or structure that is customarily a part of, and clearly incidental and secondary to a residence, and does not change the character of the residential use. This definition includes the following detached accessory structures, and other similar structures normally associated with a residential use of property. See also “Agricultural Accessory Structure.”

garages	studios
gazebos	swimming pools
greenhouses (non-commercial)	tennis and other on-site sport courts
spas and hot tubs	workshops
storage sheds	

Also includes the indoor storage of automobiles (including their incidental restoration and repair), personal recreational vehicles and other personal property, accessory to a residential use. Does not include: second units, **Tiny Homes or Accessory Dwelling Units**, which are separately defined; guest houses, which are included under the definition of second units; or home satellite dish and other receiving antennas for earth-based TV and radio broadcasts (see "Telecommunications Facilities").

~~Single Family Dwelling. See Primary Residential Unit. A building designed for and/or occupied exclusively by one family. Also includes factory built, modular housing units, constructed in compliance with the Uniform Building Code (UBC), and mobile homes/manufactured housing units that comply with the National Manufactured Housing Construction and Safety Standards Act of 1974, placed on permanent foundation systems.~~

~~Second Unit/Carriage House/Duplex. See Accessory Dwelling Unit.~~

BE IT FURTHER RESOLVED that the Fort Bragg City Council does hereby recommend that the Coastal Commission approve Zoning Amendment 4-2023 to amend Division 18 to the Fort Bragg Municipal Code (as described in Appendix A) and modify Section 18.42.170 and Section 18.71.050 and Chapter 18.100 "Definitions" to establish regulations and standards for Accessory Dwelling Units consistent with State Law.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage and adoption.

The above and foregoing Resolution was introduced by _____ seconded by _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the **XXth day** of November 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

**Bernie Norvel,
 Mayor**

ATTEST:

June Lemos, CMC
City Clerk

RESOLUTION NO. PC 06-2023

RESOLUTION OF THE FORT BRAGG PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL SUBMIT AN LOCAL COASTAL PLAN AMENDMENT APPLICATION (ZON 3-23) TO THE COASTAL COMMISSION AMENDING DIVISION 17 OF THE FORT BRAGG MUNICIPAL CODE TO BE CONSISTENT WITH STATE LAWS RELATING TO ACCESSORY DWELLING UNITS.

WHEREAS, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the "City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, the availability of housing is a substantial concern for individuals of all demographics, ages, and economic backgrounds in communities throughout the State of California; and

WHEREAS, accessory dwelling units ("ADUs") offer lower cost housing to meet the needs of the existing and future residents while ensuring that they remain compatible with the existing neighborhood; and

WHEREAS, the 2009, 2014 and 2019 Housing Element updates included policies and programs to support and create affordable housing, a diverse range of housing types and provisions for accessory Dwelling Units; and

WHEREAS, the City desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

WHEREAS, the City of Fort Bragg Local Coastal Program policy H-2.5 intends that the City governance continue to facilitate the construction of secondary dwelling units on residential properties consistent with Chapter 17.42.170 (Second Units) of the Coastal Land Use and Development Code; and

WHEREAS, Coastal General Plan Housing Element Section F.7.c lists siting and design criteria for second dwelling units to ensure neighborhood compatibility; and

WHEREAS, Assembly Bills 68, 587, 671, 345 and 881 and Senate Bill 13 pertain to accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”). These bills were approved by the California Legislature and signed by the Governor in 2019, and became effective on January 1, 2020. Codified primarily in California Government Code sections 65952.2 and 65952.22, this legislation requires local ADU ordinances to include specified requirements; and

WHEREAS, the project is exempt from CEQA, under Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282 (h), adoption of an ordinance regarding second units in areas zoned to allow single-family or multifamily dwelling residential use by a city or county; and

WHEREAS, the Community Development Committee held a duly noticed public hearing on May 17, 2023, to receive a report regarding proposed changes to ADU and Tiny Home regulations in Fort Bragg; and public comments were given at that time; and

WHEREAS, the Planning Commission held a duly noticed public hearing on September 13, 2023, to consider the LCP Amendment, accept public testimony; and

WHEREAS, Section 17.94.040 states that the Planning Commission shall forward a written recommendation, and reasons for the recommendation, to the City Council based on the findings identified in Section 17.94.060; and Resolution Appendix A represents the Planning Commission’s recommendations; and

NOW, THEREFORE, BE IT RESOLVED pursuant to Fort Bragg Municipal Code Section 17.94.040 and Section 17.94.060 the following findings are the Planning Commissions reasons for recommending amendments to the Fort Bragg Coastal Land Use and Development Code:

- a. The proposed amendment is consistent with the General Plan, Coastal Element 9 Housing Element, including Coastal Element Policy H-2.5, and any applicable specific plan; and
- b. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City and seeks to be consistent with recently adopted State Laws, including Assembly Bills 68, 587, 671, 345 and 881 and Senate Bill 13; and
- c. The proposed amendment is internally consistent with other applicable provisions of Division 17 and the Fort Bragg Coastal Land Use and Development

Codes; and

- d. The foregoing recitals are true and correct and made a part of this Resolution; and
- e. The documents and other material constituting the record for these proceedings are located at the Community Development Department.

BE IT FURTHER RESOLVED that the City of Fort Bragg Planning Commission, based on the entirety of the record before it, which includes without limitation, CEQA, Public Resources Code §21000, et seq. and State CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg Coastal General Plan; the Fort Bragg Coastal Land Use and Development Code; State law; all reports and public testimony submitted as part of the Planning Commission meeting of September 13, 2023 and Planning Commission deliberations; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2);

BE IT FURTHER RESOLVED that the Fort Bragg Planning Commission does hereby recommend the City Council submit an Local Coastal Plan Amendment (Zon 3-23) Application to the California Coastal Commission intended to establish Coastal Land Use and Development Code regulations and standards for accessory dwelling units consistent with State Law by amending Division 17 of the Fort Bragg Municipal Code as delineated in Resolution Appendix A; and

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage and adoption.

The above and foregoing Resolution was introduced by Commissioner Stavely seconded by Commissioner Neils, and passed and adopted at a regular meeting of the Planning Commission of the City of Fort Bragg held on the 13th day of September 2023, by the following vote:

AYES: Neils, Stavely, Jensen, Logan

NOES: None

ABSENT: Deitz

ABSTAIN: None

RECUSE: None



Jeremy Logan, Chair

ATTEST:

Maria Flynn

**Maria Flynn, Administrative Assistant
Community Development Department**

RESOLUTION NO. PC 07-2023

**RESOLUTION OF THE FORT BRAGG PLANNING COMMISSION
RECOMMENDING THAT THE CITY COUNCIL AMEND DIVISION 18 OF THE
FORT BRAGG MUNICIPAL CODE (ZON 4-23) TO BE CONSISTENT WITH
STATE LAWS RELATING TO ACCESSORY DWELLING UNITS.**

WHEREAS, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the "City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, the availability of housing is a substantial concern for individuals of all demographics, ages, and economic backgrounds in communities throughout the State of California; and

WHEREAS, Accessory Dwelling Units ("ADUs") offer lower cost housing to meet the needs of the existing and future residents while ensuring that they remain compatible with the existing neighborhood; and

WHEREAS, the 2009, 2014 and 2019 Housing Element updates include policies and programs that support and create affordable housing, a diverse range of housing types and provisions for Accessory Dwelling Units; and

WHEREAS, the City desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

WHEREAS, Assembly Bills 68, 587, 671, 345 and 881 and Senate Bill 13 pertain to Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units ("JADUs"). These bills were approved by the California Legislature and signed by the Governor in 2019, and became effective on January 1, 2020. Codified primarily in California Government Code sections 65952.2 and 65952.22, this legislation requires local ADU ordinances to include specified requirements; and

WHEREAS, the City of Fort Bragg General Plan establishes zoning for a variety of housing types including Accessory Dwelling Units and General Plan

Table 6.2 lists Accessory Dwelling Units as permitted land uses in in all residential districts; and

WHEREAS, the City of Fort Bragg General Plan Policy H-1.3 facilitates the construction of secondary dwelling units on residential properties and this adopted policy includes six program goals (see Programs H-1.3.1 through H-1.3.6); and

WHEREAS, The project is exempt from CEQA, under Public Resources Code Section 21080.17 and State CEQA Guidelines Section 15282(h), adoption of an ordinance regarding second units in areas zoned to allow single-family or multifamily dwelling residential use by a city or county; and

WHEREAS, the Community Development Committee held a duly noticed public hearing on May 17, 2023, to receive a report regarding proposed changes to ADU and Tiny Home regulations in Fort Bragg; and public comments were given at that time; and

WHEREAS, the Planning Commission held a duly noticed public hearing on September 13, 2023, to consider the Zoning Amendment, accept public testimony; and

WHEREAS, Section 18.94.040 states that the Planning Commission shall forward a written recommendation, and reasons for the recommendations, to the Council based on the findings identified in Section 18.94.060; and

NOW, THEREFORE, BE IT RESOLVED pursuant to Fort Bragg Municipal Code Section 18.94.060, the Planning Commission recommends that the City Council amend the Fort Bragg Inland Land Use and Development Code as described in Appendix A; and

BE IT FURTHER RESOLVED that the City of Fort Bragg Planning Commission, based on the entirety of the record before it, which includes without limitation, CEQA Public Resources Code §21000, et seq. and State CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg Inland General Plan; the Fort Bragg Inland Land Use and Development Code; State law; all reports and public testimony submitted as part of the Planning Commission meeting of September 13, 2023 and Planning Commission deliberations; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the Planning Commission of the City of Fort Bragg does hereby find:

- a. The proposed amendment is consistent with the General Plan Policies and

Programs, including Policy H-1.3 Secondary Dwelling Units; and any applicable specific plan; and

- b. The proposed ZON 4-23 amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City as it intends amendments to be consistent with recently adopted State laws; and
- c. The proposed amendment ZON 4-23 is internally consistent with other applicable provisions of the Inland Land Use Development Code, including its Chapters 18.42, 18.71, 18.100, and others; and
- d. The foregoing recitals are true and correct and made a part of this Resolution; and
- e. The documents and other material constituting the record for these proceedings are located at the Community Development Department.

BE IT FURTHER RESOLVED that the Fort Bragg Planning Commission does hereby recommend that the City Council adopt Zoning Amendment 4-2023 to amend Division 18 to the Fort Bragg Municipal Code (as described in Appendix A) and modify Section 18.42.170 and Section 18.71.050 and Chapter 18.100 "Definitions" to establish regulations and standards for Accessory Dwelling Units consistent with State Law.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage and adoption.

The above and foregoing Resolution was introduced by Commissioner Jensen seconded by Chair Logan, and passed and adopted at a regular meeting of the Planning Commission of the City of Fort Bragg held on the 13th day of September 2023, by the following vote:

AYES: Neils, Stavelly, Jensen, Logan

NOES: None

ABSENT: Deitz

ABSTAIN: None

RECUSE: None



Jeremy Logan, Chair

ATTEST:

Maria Flynn

**Maria Flynn, Administrative Assistant
Community Development Department**

ATTACHMENT 3 - CONSISTENCY ANALYSIS

This attachment analyzes the Accessory Dwelling Unit code amendments consistency with their respective Inland or Coastal General Plan policies and the implementation regulations found in the City of Fort Bragg Inland Land Use and Development Code (ILUDC) and Coastal Land Use and Development Code (CLUDC).

1. COASTAL GENERAL PLAN & CLUDC CONSISTENCY ANALYSIS

The CLUDC 17.95.060(B) states than an amendment to the Development Code may be approved if the following findings are made:

1. The proposed amendment is consistent with the Coastal General Plan and any applicable specific plan.
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.

As analyzed below, the Accessory Dwelling Unit Code amendments are consistent with relevant policies of the City’s Coastal General Plan.

Coastal Land Use Element

The proposed project is consistent with the land use designations of the Land Use Element of the Coastal General Plan (CGP) because State law does not allow local jurisdictions to include ADUs and JADUs in their density calculations. Thus, while the CLUDC amendment will allow “higher” residential densities than is permitted by the General Plan, State law does not allow local jurisdictions to count these increases in density towards density limitations. Thus, density limitations do not need to be modified in the Land Use Element.

The proposed amendment to the CLUDC is **consistent** with the following Coastal General Plan Policies in the Land Use Element.

Policy	Analysis
<p>Policy LU-10.2: Locating New Development. New residential, commercial, or industrial development, except as otherwise provided in the LCP, shall be located within, contiguous with, or in close proximity to, existing developed areas able to accommodate it or, where such areas are not able to accommodate it, in other areas with adequate public services and where it will not have significant adverse effects,</p>	<p>The Accessory Dwelling Units ordinance will result in increased infill development by allowing two ADUs on lots where previously only one primary unit was allowed and by allowing two ADUs on parcels with multi-family development.</p>

Policy	Analysis
either individually or cumulatively, on coastal resources.	
<p>Policy LU-10.4: Ensure Adequate Services and Infrastructure for New Development. Development shall only be approved when it has been demonstrated that the development will be served with adequate water and wastewater treatment. Lack of adequate services to serve the proposed development shall be grounds for denial of the development.</p>	<p>ADUs and JADUs are permitted on parcels that are already served by infrastructure and services. The City recently upgraded its Sewer Treatment Facility and has plans to develop additional water storage which together ensures adequate sewer and water services throughout Fort Bragg.</p>
<p>Policy LU-10.6: Protect Special Communities. New Development shall, where appropriate, protect special communities and neighborhoods which, because of their unique characteristics, are popular visitor destination points for recreational uses.</p>	<p>In the proposed CLUDC amendment, an applicant for an ADU must provide onsite parking where visitor-serving parking is constrained</p>
<p>Policy LU-5.7: Adequate parking should be provided to serve coastal access and recreation uses to the extent feasible. Existing parking areas serving recreational uses shall not be displaced unless a comparable replacement area is provided.</p>	<p>The proposed amendment requires off-street parking for ADUs in neighborhoods that provide coastal recreational access</p>
<p>Policy LU-10.1: Preserve Neighborhoods: Preserve and enhance the character of the City's existing residential neighborhoods.</p>	<p>ADUs have a long history in Fort Bragg and contribute to inclusive and affordable neighborhoods.</p>

There are no other applicable policies in the land use element.

Coastal Public Facilities Element

Relevant policies in the Public Facilities Element are analyzed below:

<p>Policy PF-1.1: All new development proposals shall be reviewed and conditioned to ensure that adequate public services and infrastructure can be provided to the development without substantially reducing the services provided to existing residents and businesses</p>
<p>Analysis: The City of Fort Bragg continues to rely on three surface water sources: Waterfall Gulch (tributary to Hare Creek), Newman Gulch (tributary to Noyo River), and the Noyo River (intake is at Madsen Hole). The water treatment plant was originally constructed in the 1950's, and upgraded in the 1980's, and has a capacity of</p>

2.2 million gallons per day (MGD). While the water supply has not changed, the City has made significant progress in amplifying storage capacity:

- It added an additional 1.5 million gallon finished water storage tank and the Summers Lane Reservoir with a raw water capacity of 14.7 million gallons, creating a total water storage capacity to 22.6 million gallons.
- It installed a desalination batch plant to allow effective use of water from the Noyo during low flow conditions.
- It purchased the “gulf course” property with plans to build new water storage capacity on the site.

While there is more than sufficient capacity, the City is also exploring long term sustainable water strategies that include “purple pipe” transmission of treated recycled waste water and desalinization. The City’s potable water system has sufficient capacity to support future development that could occur as a result of the proposed code revision while still accommodating other planned growth in the City.

The City’s Water Treatment Plant (WWTP) provides sewage treatment and disposal through the Fort Bragg Municipal Improvement District No. 1 (MID). The MID is somewhat larger than the City as it includes part of the Sphere of Influence. The Wastewater Treatment Plant (WWTP) was constructed in 1971 and underwent a substantial upgrade in 2020. It has a secondary treatment level capacity of 0.8 million gallons per day (MGD) for average dry weather flow (ADWF) and 4.9 MGD Peak Hydraulic Flow. The WWTF also has sufficient capacity to handle additional wastewater that may result from development of housing related to the proposed code revisions

Policy PF-2.1 Development Pays Its Share: Require that new development pay its share of capital improvements and the cost of public services to maintain adequate levels of service

Analysis: The ordinance exempts ADUs from paying capacity fees per State law.

There are no other coastal policies applicable to the proposed CLUDC updates.

Coastal Conservation, Open Space, Energy, and Parks Element

The proposed amendment would be consistent with the policies of the Conservation Element as a CDP is required if the project is located in an area that has the potential to have Environmentally Sensitive Habitat, Wetlands, visual resources or on other Coastal Act resources as illustrated in the Maps of the Coastal General Plan.

Coastal Circulation Element

The proposed amendment to the CLUDC is **consistent** with the following General Plan policy as the changes are mandated by State law:

Policy	Analysis
<p>Policy C-9.2: Require Sidewalks. Require a sidewalk on both sides of all collector and arterial streets and on at least one side of local streets as a condition of approval for new development.</p>	<p>All multi-family and mixed-use projects are required to construct public improvements. However, State law prohibits local jurisdictions from requiring public improvements as a condition of approval for ADUs. There are a small number of single-family residential units that do not currently have sidewalks, and they would not be required to add sidewalks as part of the ADU permitting process.</p>

There are no other applicable coastal circulation policies that would affect the CLUDC's consistency with the CGP.

Coastal Community Design, Safety, and Noise Elements

The proposed project is in conformance with any goals, policies, and programs in this element and does not conflict with anything in the element.

Policy	Analysis
<p>Policy CD-1.1: Visual Resources. Permitted development shall be designed and sited to protect views to and along the ocean and scenic coastal areas, to minimize the alteration of natural landforms, to be visually compatible with the character of surrounding areas, and, where feasible, to restore and enhance scenic views in visually degraded areas.</p>	<p>As amended, new development would be required to apply for a CDP which would necessitate a visual analysis if visual resources would be impacted by a proposed project.</p>
<p>Policy CD-2.5: Scenic Views and Resource Areas. Ensure that development does not adversely impact scenic views and resources as seen from a road and other public rights-of-way.</p>	<p>As amended, new development would be required to apply for a CDP which would Necessitate a visual analysis if visual resources would be impacted by a proposed project.</p>

Coastal Housing Element

The City's Housing Element was updated in 2019 and adopted by the City Council for both Inland and Coastal Fort Bragg. However, the 2019 Housing Element has not been certified by Coastal Commission as part of the Local Coastal Program. Nevertheless, this consistency review for the amendments to the CLUDC uses the goals, policies, and programs from the 2019 Housing Element as it has been updated per State Law. The last certified Housing Element (2008) in the Coastal General Plan does not include most State mandated goals, policies and programs.

The proposed amendments to the CLUDC **are consistent** with the following applicable policies of the 2019 Housing Element:

Policy	Analysis
Policy H-1.3 Secondary Dwelling Units: Continue to facilitate the construction of secondary dwelling units on residential properties.	The proposed CLUDC amendment will allow accessory dwelling units to be constructed on any parcel where there are existing residential units (single-family and multifamily).
Program H-1.3.2 No Development Impact Fees for Secondary Units: Continue to refrain from charging Capacity Fees for second units.	The proposed CLUDC amendment includes implementing State law which prohibits charging capacity fees for ADUs of more than 750 SF.
Program H-1.3.3 Junior Accessory Dwelling Units: Consider revising the zoning ordinance to allow junior accessory dwelling units (units no more than 500 SF and contained entirely within an existing single-family structure) in single-family residential and multifamily zoning. The Junior Accessory units would be in addition to a second unit, allowing up to 3 units per parcel by right.	The proposed amendment includes definitions and provisions for Junior Accessory Dwelling Units in Section 17.42.170.
Policy H-1.6 Infill Housing: Encourage housing development on existing infill sites in order to efficiently utilize existing infrastructure.	The proposed code will allow the development of ADUs on all parcels with sufficient space that are already developed for residential uses. By adding the ADU on the site, this is a denser and more efficient use of space to increase housing rather than building new housing on vacant sites.
Policy H-3.2 Improve Accessibility to Housing: Make it easier to develop housing for seniors and persons with disabilities.	The proposed zoning code amendment would result in housing small units for rent, which would increase affordability for seniors and people with disabilities.

The proposed project does not conflict with any goals, policies, or programs of the 2019 Housing Element.

CONSISTENCY WITH EXISTING CLUDC SITE PLANNING AND PROJECT DESIGN STANDARDS

The proposed amendment to the implementation measures of the Local Coastal Program is consistent with coastal site planning and project design standards, with the following State mandated exceptions:

- **Lot Coverage:** As mandated by State law, housing units developed as a consequence of this ordinance must be exempt from lot coverage calculations if one 800 SF ADU cannot otherwise be constructed.
- **Set Backs:** As mandated by State law, housing units developed as a consequence of this ordinance have an exception from the code requiring only 4-foot setbacks on the rear and side property lines. Additionally, front yard setbacks must be reduced when one 800 SF ADU cannot otherwise be constructed on a lot.
- **Parking and Traffic:** Again, in compliance with State law, City Council may not require off-street parking for an ADU. Furthermore, in the case of a garage conversion to an ADU, the removed parking spaces do not have to be replaced.
- **Public Improvement Requirements.** Under the amended code per State law, the City would not be able to require new sidewalks or other improvements required in Section 17.30.090 for ADUs.

COASTAL RESOURCES ANALYSIS

With the possible exception of the conversion of an existing structure to an ADU or a portion of an existing house to a JADU, all projects will require an administrative Coastal Development Permit. The Coastal Commission's staff has reviewed a draft of the ordinance and found it to be compatible with the Coastal Act, with suggested modifications.

2. INLAND GENERAL PLAN & ILUDC CONSISTENCY ANALYSIS

ILUDC Section 18.95.060(B) requires that the following findings be made for the amendments to the Inland Land Use and Development Code:

1. The proposed amendment is consistent with the Inland General Plan and any applicable specific plan.
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.

The amendment is consistent with relevant policies of the City’s Inland General Plan as analyzed below.

Inland Land Use Element

The proposed project is consistent with the land use designations of the Land Use Element of the Inland General Plan (CGP) because State law does not allow local jurisdictions to include ADUs and JADUs in their density calculations. Thus, while the ILUDC will allow “higher” residential densities, State law does not allow local jurisdictions to count these increases in density towards density limitations. Thus, density limitations do not need to be modified in the Land Use Element.

The proposed amendment to the ILUDC is consistent with the following General Plan Policies in the Land Use Element.

Policy	Analysis
Policy LU-6.1: Preserve Neighborhoods: Preserve and enhance the character of the City’s existing residential neighborhoods.	The Accessory Dwelling Units ordinance will result in increased development by allowing two ADUs on lots where previously only one primary unit was allowed and by allowing two ADU’s on parcels with multi-family development.

There are no other applicable policies in the land use element.

Inland Public Facilities Element

Relevant policies in the Public Facilities Element are analyzed below:

Policy PF-1.1: All new development proposals shall be reviewed and conditioned to ensure that adequate public services and infrastructure can be provided to the development without substantially reducing the services provided to existing residents and businesses.
--

Analysis: The City of Fort Bragg continues to rely on three surface water sources: Waterfall Gulch (tributary to Hare Creek), Newman Gulch (tributary to Noyo River), and the Noyo River (intake is at Madsen Hole). The water treatment plant was originally constructed in the 1950's, and upgraded in the 1980's, and has a capacity of 2.2 million gallons per day (MGD). While the water supply has not changed, the City has made significant progress in amplifying storage capacity:

It added an additional 1.5 million gallon finished water storage tank and the Summers Lane Reservoir with a raw water capacity of 14.7 million gallons, creating a total water storage capacity to 22.6 million gallons.

It installed a desalination batch plant to allow effective use of water from the Noyo during low flow conditions.

It purchased the "gulf course" property with plans to build new water storage capacity on the site.

While there is more than sufficient capacity, the City is also exploring long-term sustainable water strategies that include "purple pipe" transmission of treated recycled waste water and desalinization. The City's potable water system has sufficient capacity to support future development that could occur as a result of the proposed code revision while still accommodating other planned growth in the City.

The City's Water Treatment Plant (WWTP) provides sewage treatment and disposal through the Fort Bragg Municipal Improvement District No. 1 (MID). The MID is somewhat larger than the City as it includes part of the Sphere of Influence. The Wastewater Treatment Plant (WWTP) was constructed in 1971 and underwent a substantial upgrade in 2020. It has a secondary treatment level capacity of 0.8 million gallons per day (MGD) for average dry weather flow (ADWF) and 4.9 MGD Peak Hydraulic Flow. The WWTF also has sufficient capacity to handle additional wastewater that may result from development of housing related to the proposed code revisions

Policy PF-2.1 Development Pays Its Share: Require that new development pay its share of capital improvements and the cost of public services to maintain adequate levels of service.

There are no other Public Facilities Policies applicable to the proposed ILUDC update.

Inland Conservation, Open Space, Energy, and Parks Element

The proposed amendment is consistent with the policies of Inland Element 4.

Inland Circulation Element

The proposed amendment to the ILUDC is consistent with the following General Plan circulation policy, as the changes are mandated by State law:

Policy	Analysis
<p>Policy C-9.2: Require Sidewalks. Require a sidewalk on both sides of all collector and arterial streets and on at least one side of local streets as a condition of approval for new development.</p>	<p>State law prohibits local jurisdictions from requiring public improvements as a condition of approval for ADUs. There are a small number of single-family residential units that do not currently have sidewalks, and they would not be required to add sidewalks as part of the ADU permitting process.</p>

There are no other applicable circulation policies that would affect the amendment's consistency with the Inland General Plan.

Inland Community Design, Safety, and Noise Elements

The proposed project is in conformance with any goals, policies, and programs in this element and does not conflict with anything in the element.

Inland Housing Element 2019

The City's Housing Element was updated in 2019 and adopted by the City Council. The proposed amendments to the ILUDC are consistent with 2019 Housing Element, including the following relevant policies:

Policy	Analysis
<p>Policy H-1.3 Secondary Dwelling Units: Continue to facilitate the construction of secondary dwelling units on residential properties.</p>	<p>The proposed ILUDC amendment will continue to allow accessory dwelling units to be constructed on any parcel where there are existing residential units (single-family and multifamily).</p>
<p>Program H-1.3.2 No Development Impact Fees for Secondary Units: Continue to refrain from charging Capacity Fees for second units.</p>	<p>The proposed ILUDC amendment includes implementing State law which prohibits charging capacity fees for ADUs of more than 750 SF.</p>
<p>Program H-1.3.3 Junior Accessory Dwelling Units: Consider revising the zoning ordinance to allow junior accessory dwelling units (units no more than 500 SF and contained entirely within an existing single-family structure) in single-family residential and multifamily zoning. The Junior Accessory units would be in addition to a second unit, allowing up to 3 units per parcel by right.</p>	<p>The proposed amendment includes definitions and provisions for Junior Accessory Dwelling Units in Section 18.42.170.</p>

Policy	Analysis
<p>Policy H-1.6 Infill Housing: Encourage housing development on existing infill sites in order to efficiently utilize existing infrastructure.</p>	<p>The proposed Code will allow the development of ADUs on all parcels with sufficient space that are already developed for residential uses. By adding the ADU on the site, this is a denser and more efficient use of space to increase housing rather than building new housing on vacant sites.</p>
<p>Policy H-3.2 Improve Accessibility to Housing: Make it easier to develop housing for seniors and persons with disabilities.</p>	<p>The proposed zoning code amendment would result in housing small units for rent, which would increase affordability for seniors and people with disabilities.</p>

The proposed project does not conflict with any goals, policies, or programs of the 2019 Housing Element.

CONSISTENCY WITH ILUDC SITE PLANNING AND PROJECT DESIGN STANDARDS

The proposed amendment is consistent with ILUDC standards, with the following State mandated exceptions:

- a. **Lot Coverage:** As mandated by State law, housing units developed as a consequence of this ordinance must be exempt from lot coverage calculations if one 800 SF ADU cannot otherwise be constructed.
- b. **Set Backs:** As mandated by State law, housing units developed as a consequence of this ordinance have an exception from the code requiring only 4-foot setbacks on the rear and side property lines. Additionally, front yard setbacks must be reduced if one 800 SF ADU cannot otherwise be constructed on a lot.
- c. **Parking and Traffic:** In compliance with State law, City Council may not require off-street parking for an ADU. In the case of a garage conversion to an ADU, the converted parking spaces do not have to be replaced.
- d. **Public Improvement Requirements.** Under the amended code per State law, the City would not be able to require new sidewalks or other improvements required in Section 18.30.090 for ADUs.



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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will conduct a public hearing on ILUDC Zoning Amendment 1-23 and LCP Amendment 1-23 to consider and introduce by title only an ordinance for Accessory Dwelling Units at a regularly scheduled meeting on **Monday, December 11, 2023** at Town Hall, at the corner of Main and Laurel Streets (363 North Main Street), Fort Bragg, California. The public hearing will concern the following item:

Zoning Amendments to the Inland and Coastal Land Use and Development Codes to Comply with Recent Changes in State of California Housing Law Related to Accessory Dwelling Units.

FILE NUMBER: ILUDC 1-23 and LCP 1-23. (Former file numbers ZON 3-23 and ZON 4-23)

FILING DATE: 1/1/2023

APPLICANT: City of Fort Bragg

LOCATION: Residential and Commercial Zoning Districts in the Coastal Zone and the Inland Area.

APN: Various

LOT SIZE: Various

ZONING: RR, RS, RL, RM, RH, RVH

ENVIRONMENTAL DETERMINATION: Statutorily Exempt

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

(2) Consider the Fort Bragg Planning Commission's recommendation that the City Council submit an Local Coastal Plan Amendment Application (LCP 1-23) to the Coastal Commission amending Division 17 of the Fort Bragg Municipal Code to be consistent with State Laws relating to Accessory Dwelling Units by amending division 17 to the Fort Bragg Municipal Code to amend Chapter 17.21.030(B)(C) "Residential District Allowable Land Uses and Permit Requirements" & 17.21.050 "Residential District Site Planning and Building Standards", to Repeal and Replace 17.42.170 "Second Units" and to Amend Chapter 17.71.050 "Design Review" and Chapter 17.100 "Definitions" to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.

The hearing will be opened for public participation. All interested persons are invited to appear at that time to present their comments, either in person at Town Hall or virtually using the Zoom information provided at the time of agenda publication. The public comment period runs from the date this notice is published until the date of the hearing to allow sufficient time for submission of comments by mail.

The document is available for review and/or copying during normal office hours at Fort Bragg City Hall, 416 North Franklin Street, Fort Bragg, California. The Agenda Item Summary and supporting documents that will be considered by Councilmembers will be available for review after publication of the agenda packet at Fort Bragg City Hall and also on the City's website: <https://www.city.fortbragg.com/>.

Written communications must be received no later than the meeting date. At the conclusion of the public hearing, the Fort Bragg City Council will consider the recommended environmental determination.

DATED: November 22, 2023

Cristal Munoz, Acting City Clerk

POSTING/MAILING ON OR BEFORE: November 30, 2023
PUBLICATION DATE: November 30, 2023

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg in the Community Development Department; and that I caused this notice to be posted in the City Hall Notice case on or before November 30, 2023.

Cristal Munoz, Acting City Clerk



City of Fort Bragg

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

Text File

File Number: 23-419

Agenda Date: 12/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 7B.

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



Urban Lot Splits & Two Unit Development

Proposed Amendments to the
ILUDC and the CLUDC

Marie Jones Consulting November, 2023

PROJECT INFORMATION

APPLICATION #:	ILUDC and CLUDC Amendments ILUDC 2-23 and LCP 2-23
APPLICANT:	City of Fort Bragg
PROJECT:	Receive Report, Hold a Public Hearing, and: 1) Adopt an Ordinance Amending the Inland Land Use and Development Codes to Comply with Recent Changes in State of California Housing Law Related to Urban Lot Splits and Two Unit Development; and 2) Adopt a Resolution Submitting a Local Coastal Program Amendment to the California Coastal Commission to Amend the Coastal Land Use and Development Codes to Comply with Recent Changes in State of California Housing Law Related to Urban Lot Splits and Two Unit Development.
LOCATION:	Low-Density Residential Zoning Districts in the Coastal Zone and the Inland Area.
APN:	Various
LOT SIZE:	2,400 SF+
ZONING:	Low Density Residential Zoning Districts (RR, RS, RL zones)
ENVIRONMENTAL DETERMINATION:	The ILUDC amendment is statutorily exempt as the adoption of an ordinance regarding urban lot splits in a low-density residential zone by a city or county to implement the provisions of Sections 65852.1 and Section 66411.7 of the Government Code is exempt from CEQA. The proposed amendment to the Coastal Land Use and Development Code is part of the City's Local Coastal Program and will be submitted to the California Coastal Commission for certification. Therefore, the proposed project is statutorily exempt from further environmental review under CEQA Guidelines 15265 Adoption of Coastal Plans and Programs.

BACKGROUND

Senate Bill 9 (SB-9) was the product of a multi-year effort to develop solutions to address the State's housing crisis. The goals of SB-9 are to:

- Provide options for homeowners to: 1) build intergenerational wealth to improve equity and create social mobility; and 2) increase the supply of affordable rental opportunities and home ownership.

- Benefit homeowners NOT institutional investors. By requiring owner occupancy, the program is not available to speculators and developers generally. The program requires a homeowner to submit an affidavit of owner occupancy for three years.
- Requires a roughly equal (no more than a 40/60 percent) lot split. Minimum resulting lot size is 1,200 SF.
- Only permissible in single family zoning districts.
- Establishes a maximum number of four (4) units, including two primary homes with two ADUs and JADUs for any lot which has not been split through an urban lot split. Allows up to two units maximum per parcel created through an urban lot split (two primary units, or one primary and one ADU).
- Requires ordinance exceptions to guarantee that at least two units of 800 sf are allowed on each subsequent lot.
- Prohibits urban lot splits in environmentally sensitive habitat areas and in historic neighborhoods.

DESCRIPTION

The attached draft Ordinance (ILUDC) and Resolution (CLUDC) have the proposed language for respective zoning amendments.

The Urban Lot Split & Two Unit Development regulations result in two potential outcomes:

1. State Law requires that each urban community allow two primary units on an existing parcel that has not undergone an Urban Lot Split and one ADU per primary unit for a total of four units on the same parcel.
2. After a parcel is subdivided through an Urban Lot Split, each subsequent parcel can have up to two units total.

While reviewing the attached ordinance language, please note that highlighted sections are open to local discretion, in that they can be modified or in some cases not included. The remainder of the text is required by State Law. More specifically, the City Council has discretion regarding the following policy considerations in the ordinance:

Code section	Discussion
17.84.045 Urban Lot Splits	
The following discussion related to the Urban Lot Split section of the proposed amendments.	
Definition of a Unit	MJC recommended that the City allow one half of a duplex as a permissible unit in an Urban Lot Split, so that someone can build either a duplex, or a primary unit with an ADU. As these parcels will be roughly half the size of existing single family parcels, a duplex would allow more efficient use of the parcel than two primary units. The Planning Commission did not support this recommendation and instead recommended that the duplex option be eliminated from the ordinance. The attached ordinance has deleted duplex as a permitted use. The Planning Commission's rationale is that duplexes result in a more intense

	development pattern that is not compatible with low density residential districts.
C. Parcel Access	The City Council must allow either a flag lot or an easement over a front parcel without alley access, in order to provide access to the back parcel. MJC recommends that the City allow both to increase flexibility in site design. The Planning Commission agreed with this recommendation.
F & L. Exceptions to Development Standards	The City Council can provide a preferred priority order for modifying development standards in order to accommodate the minimum requirement of two 800 SF units on each parcel, or leave it to the discretion of the Community Development Director. This list was recommended by the Planning Commission.
17.42.175 Urban Unit Development	
The following discussion related to the Urban Unit Development section of the proposed amendments.	
A. Density, Size & Number of Units Allowed.	<p>The State requires that at least two units of 800 SF be allowed on each lot. Some communities have limited urban lot splits by limiting all urban development units to 800 SF, this is very common in exclusive communities. This is the one aspect of the new regulations where the local jurisdiction has the most control over housing availability and urban form. The Planning Commission recommended as follows:</p> <p>A1. Unit size for parcels that have not gone through an urban lot split. The Planning Commission recommended as follows:</p> <ol style="list-style-type: none"> 1. Maximum of four units, two of which are primary units and can be any size and two of which would be detached ADUs and must be 800 SF or less. The City Council could consider a limitation on the size of the primary unit. However, a limitation on the size of the primary unit would severely constrain the effectiveness of this ordinance because a property with an existing primary unit that is larger than the maximum allowable size would either have to complete a significant remodel for the exiting unit or raze it and construct a new house that complies. An alternative would be to place a size limitation on just the additional primary unit (as two are allowed). <p>A2. Unit size for parcels that have gone through an Urban Lot Split. The Planning Commission recommended:</p> <ol style="list-style-type: none"> 1. A maximum unit size of 1,200 for two primary units 2. Deletion of the option for a duplex of 2,200 SF or less 3. A primary unit of any size when paired with an ADU <p>Further, the Planning Commission recommended that the ADU size be limited to 800 SF or less (State law requires local jurisdictions to allow 800 SF as a minimum but it does not specify</p>

	<p>the maximum permissible size for an ADU as part of Urban Unit Development).</p> <p>The ordinance also clearly states that parcels subject to urban lot splits are not eligible for a 3rd unit (ADU or JADU) under 18.42.170 (Second Units).</p>
B. Setbacks	The “Front Parcel” is required to have a mandatory 4’ setback from the new back parcel property line for new construction. However, the “front” of the back parcel must be defined, and a setback defined in the code.
C. Off-Street Parking	The City can eliminate the parking requirement for lot splits or otherwise modify parking requirements. MJC recommended and the Planning Commission concurred that the City should limit the number of curb cuts to one per the <i>original</i> parcel (shared access would be required) and also require parking access from the alley where possible.
E. Exceptions to Objective Development Standards	This ordinance includes the same objective development standards for Urban Unit development as for ADUs. If the City Council prefers additional or different objective development standards due to the increased potential density, they may be added.
M. Objective Design Review Standards	The City is permitted to establish objective design review criteria but does not have to do so. The proposed criteria were adapted from the City’s second unit and multifamily housing regulations. Additional design criteria may be added to reduce the impact of these developments on neighborhood design if City Council directs.
N. Utilities	The ordinance recommends exempting units of 750 SF or less from capacity fees and requiring pro-rated capacity fees for larger units as required by State law.

RECOMMENDED ACTION

1. Introduce by Title only an Ordinance of the Fort Bragg City Council to Amend Division 18 of the Fort Bragg Municipal Code (ILUDC 2-23) to Amend Chapter 18.21.030(B)(C) & 18.21.050 “Zoning Districts and Allowable Land Uses”, add Chapter 18.42.175 “Urban Unit Development”, add Chapter 18.84.045 “Urban Lot Split”, and Amend Chapter 18.100 “Definitions” to Establish Regulations and Standards for Urban Lot Splits and Urban-Unit Residential Development Projects in Low-Density Residential Zoning Districts Pursuant to Senate Bill 9.
2. Adopt a Resolution of the Fort Bragg City Council Submitting an LCP Amendment (LCP 2-23) Application to the Coastal Commission to Amend Division 17 of the Fort Bragg Municipal Code to Amend Chapter 17.21.030(B)(C) & 17.21.050 “Zoning Districts and Allowable Land Uses”, add Chapter 17.42.175 “Urban Unit Development”, add Chapter 17.84.045 “Urban Lot Split”, and Amend Chapter 17.100 “Definitions” to Establish Regulations and Standards for Urban Lot Splits and Urban Unit Residential Development Projects in Low-Density Residential Zoning Districts Pursuant to Senate Bill 9.

ALTERNATIVE ACTION(S)

Provide alternative direction to the consultant to pursue one of the alternative approaches described below.

Some have expressed concern that SB-9 will bring significant change to the urban form and neighborhood cohesion in Fort Bragg. However, strategies to avoid implementation of SB 9 also come with drawbacks and challenges. MJC has identified two potential approaches to limit the scope of SB-9 within the City of Fort Bragg, and each is described below. After discussion, the Planning Commission decided not to recommend any of the alternative approaches listed below.

1. The City could rezone all properties that are currently zoned Low Density Residential as Medium Density Residential zoning districts.

This approach can be used because SB-9 only applies to Low Density Residential zoning districts. With SB-9, Low Density Residential zoning districts can accommodate up to 4 units on a typical Fort Bragg parcel of 7,500 SF, or 23 units/acre, while Medium Density Residential zoning districts only allow a maximum of 12 units/acre. So theoretically many additional units would be permissible under SB-9 in Low Density Residential zoning districts than in Medium Density Residential zoning districts. By rezoning Low Density Residential to Medium Density Residential, the City would effectively side-step the implementation of SB-9 and all of the regulatory requirements of SB-9. However, it would also mean that rezoned neighborhoods would have all other regulations associated with Medium Density Residential zoning districts including: a 35 ft height limit, multi-family parking requirements, multifamily development regulations, and many additional permitted uses including: multi-family housing, co-housing, residential care facilities, art studios, medical clinics, doctors' office, hospital, personal services, etc.. SB-9 requires dispersed residential development, (two primary units and two secondary units) per lot, while Medium Density Residential allows multifamily developments of up to three stories, which combined with multifamily parking requirements results in a different urban form.

Rezoning these neighborhoods would require notifying every property owner of the potential rezone prior to Planning Commission and City Council consideration and would likely generate significant public opposition and the need for a public education effort, as residents would not understand why their property is proposed for "up zoning" to Medium Density Residential. Additionally, this action would not be exempt from CEQA (unlike the SB-9 action) and thus would require at least an MND and possibly an EIR, which would be somewhat costly. For the above reasons, up zoning is not recommended, as the urban design costs appear to outweigh the benefits.

2. The City could establish a Historic District over most of the low neighborhoods in Fort Bragg.

Per State Law, SB-9 cannot be implemented in historic districts. The City has the ability to establish historic districts in Fort Bragg through 18.74.030 - Historic Landmark Designation. Through this procedure the City could make the historic neighborhoods of Fort Bragg exempt from SB-9 by adopting a Historic District for these older neighborhoods in the community. This approach would not work for neighborhoods that are not historic. There are both advantages and disadvantages to being located within a historic district.

Some advantages include the following:

- a. Use of the State Historic Building Code (SHBC) and the Uniform Code for Building Conservation (UCBC), rather than the Uniform Building Code (UBC).
- b. Use of the Secretary of the Interior's Standards for Rehabilitation.
- c. Waiver of Development Code standards (e.g., reduced off-street parking), in compliance with § 18.74.080 (Adaptive Reuse and Other Rehabilitation Incentives).
- d. The approval of a change to a land use that is not otherwise allowed in the subject zoning district, but which is allowed in other zoning districts, in compliance with § 18.74.080 (Adaptive Reuse and Other Rehabilitation Incentives).
- e. The Department of Housing and Urban Development's Federal Housing Administration (FHA) has a flexible loan program that helps developers, investors, and families at all income levels to buy and restore properties in urban and rural historic districts. The program operates through FHA approved lending institutions, and the loans are insured by the FHA.
- f. Federal financial assistance for rural buildings. The U.S. Department of Agriculture's Rural Housing Service offers funds for the acquisition, construction, rehabilitation, or repair of homes and apartment-style housing for low and moderate income people in rural areas.
- g. Federal tax incentives for historic preservation for the rehabilitation of income-producing (commercial, industrial, or rental residential) structures included on the National Register of Historic Places (or those within a National Register district) through the State Historic Preservation Officer (SHPO).
- h. The National Trust Forum offers financial assistance in the form of grants and loans.
- i. California property tax abatement incentives were first enacted in 1972 and are available for use by owner-occupied residential and commercial structures (also known as the Mills Act).

Some disadvantages of designating Low Density Residential zoning districts as a Historic District include additional permitting requirements and the need for an historic resource analysis. Specifically, per our current code, changes to any historic structure located within a Historic District would require the following:

- a. Completion of a review of the proposed scope of work by a preservation architect.
- b. Approval of a permit known as a Certificate of Appropriateness for exterior remodels, reconstruction or demolitions, for which specific findings must be made including the following:
 1. The proposed work will neither adversely affect the significant architectural features of the historic resource nor adversely affect the character or historic, architectural, aesthetic interest, or value of the historic resource and its site;
 2. The proposed work conforms to any prescriptive standards and design guidelines adopted by the City for the particular resource, and to the Secretary of the Interior's Standards for Rehabilitation, and does not adversely affect the character of the historic resource; and

3. In the case of construction of a new improvement upon a historic resource property, the use and design of the improvement shall not adversely affect, and shall be compatible with, the use and design of existing historic resources within the same historic district.
- c. Additionally, this action would not be exempt from CEQA, like the SB-9 action is, and thus would require an MND.

Finally, many people were worried that changes to the Accessory Dwelling Unit regulations would substantially change the City, and that has not been the case. The City has added from ten to 20 new ADUs/year, which is not sufficient to substantially change the City's urban form or the look and feel of individual neighborhoods. Likewise, fears about how SB-9 could reshape the City may be misplaced. So far, the City has or is processing around six SB-9 lot splits/year, and the potential impacts to neighborhoods and the community are limited. The regulations themselves limit their utility to developers as they require owner-occupancy and so cannot be used for speculative development. Additionally, smaller homes on small lots will not be as expensive as a larger home on a full-sized lot. The resultant small homes with tiny yards are primarily attractive to older people, single people and couples without families, which make up the majority of our population. Urban lot splits also provide an important mechanism for older people to remain in their home as they age while extracting some value from their primary economic asset, which would also be of value to many in our community.

ENVIRONMENTAL ANALYSIS

The proposed amendment to the Coastal Land Use and Development Code is part of the City's Local Coastal Program and will be submitted to the California Coastal Commission for certification. Therefore, the proposed project is statutorily exempt from further environmental review under CEQA Guidelines 15265 Adoption of Coastal Plans and Programs.

Additionally, the proposed amendment is statutorily exempt under CEQA Guidelines 15282(h). The adoption of an ordinance regarding second units in a low-density or multi-family residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code.

FISCAL IMPACT

Eliminating the Capacity Fee for units of 750 SF or less, as required by state law, will result in the City investing more funds from other sources on capital improvements related to sewer and water infrastructure.

GREENHOUSE GAS EMISSIONS IMPACT

Greenhouse gas emissions are generally less when more housing is added to already developed urban areas like Fort Bragg because residents drive less to get to work, school, shopping etc.

CONSISTENCY

The consistency of the proposed ordinance with the Coastal General Plan and Inland General Plan has been analyzed in Attachment 5 of this report.

IMPLEMENTATION/TIMEFRAMES

This effort includes two amendments, which are processed differently as the CLUDC amendment will be a Local Coastal Program application to the Coastal Commission which will be approved by the Coastal Commission, while the ILUDC amendment will be approved as an ordinance by the City Council. While the two amendments are similar they are not identical, as Urban Lot Splits in the Coastal Zone would be subject to the Coastal Development Permit process.

Inland LUDC Zoning Code Amendment	Potential Timeline
Planning Commission Public Hearing and Recommendation to City Council	Oct 2023
City Council – Public Hearing and 1st Reading of Ordinance	Dec 2023
City Council – 2 nd Reading of Ordinance	Jan 2024
Ordinance become effective	Feb 2024

Coastal LUDC Zoning Code Amendment	Potential Timeline
Planning Commission Public Hearing and Recommendation to City Council	Oct 2023
City Council – Public Hearing and Adoption of Resolution Transmitting Zoning Amendment to Coastal Commission	Dec 2023
Prepare LCP Amendment Application	Dec 2023 – Jan 2024
Coastal Commission Review and “Friendly Modifications” Due to City.	June 2024
City Council acceptance of “Friendly Modifications” from the Coastal Commission.	Oct 2024

ATTACHMENTS

1. Ordinance of the Fort Bragg Council Amending Division 18 of the Fort Bragg Municipal Code (ILUDC 2-23) to Amend Chapter 18.21.030(B)(C) & 18.21.050 “Zoning Districts and Allowable Land Uses”, add Chapter 18.42.175 “Urban Unit Development”, add Chapter 18.84.045 “Urban Lot Split”, and Amend Chapter 18.100 “Definitions” to Establish Regulations and Standards for Urban Lot Splits and Urban-Unit Residential Development Projects in Low Density Residential Zoning Districts Pursuant to Senate Bill 9.
2. Resolution of the City Council Submitting an LCP Amendment (LCP 2-23) to the Coastal Commission to Amend Division 17 of the Fort Bragg Municipal Code to Amend Chapter 17.21.030(B)(C) & 17.21.050 “Zoning Districts and Allowable Land Uses”, add Chapter 17.42.175 “Urban Unit Development”, add Chapter 17.84.045 “Urban Lot Split”, and Amend Chapter 17.100 “Definitions” to Establish Regulations and Standards for Urban Lot Splits and Urban Unit Residential Development Projects in Low-Density Residential Zoning Districts Pursuant to Senate Bill 9.
3. Resolution of the Fort Bragg Planning Commission Recommending that the City Council Amend Title 18 of the Fort Bragg Municipal Code to Amend Chapter 18.21.030(B) & 18.21.050 “Residential Zoning Districts,” add Chapter 18.42.200 “Urban Unit

Development,” add Chapter 18.84.045 “Urban Lot Split,” and Amend Chapter 18.100 “Definitions” to Establish Regulations and Standards for Urban Lot Splits and Urban Unit Residential Development Projects in Low Density Residential Zoning Districts Pursuant to Senate Bill 9.

4. Resolution of the Fort Bragg Planning Commission Recommending that the City Council Submit an LCP Amendment Application to the Coastal Commission to Amend Title 17 of the Fort Bragg Municipal Code to Amend Chapter 17.21.030(B) & 17.21.050 “Residential Zoning Districts”, add Chapter 17.42.200 “Urban Unit Development”, add Chapter 17.84.045 “Urban Lot Split”, and Amend Chapter 17.100 “Definitions” to Establish Regulations and Standards for Urban Lot Splits and Urban Unit Residential Development Projects in Low-Density Residential Zoning Districts Pursuant to Senate Bill 9.
5. General Plan Consistency Analysis

NOTIFICATION

1. “Notify Me” subscriber lists: Fort Bragg Downtown Businesses; and Economic Development Planning.

**BEFORE THE CITY COUNCIL OF THE CITY OF FORT
BRAGG**

AN ORDINANCE AMENDING DIVISION 18 OF THE FORT BRAGG MUNICIPAL CODE (ILUDC 2-23) TO AMEND CHAPTER 18.21.030(B) & 18.21.050 “RESIDENTIAL ZONING DISTRICTS,” ADD CHAPTER 18.42.200 “URBAN UNIT DEVELOPMENT,” ADD CHAPTER 18.84.045 “URBAN LOT SPLIT,” AND AMEND CHAPTER 18.100 “DEFINITIONS” TO ESTABLISH REGULATIONS AND STANDARDS FOR URBAN LOT SPLITS AND URBAN UNIT RESIDENTIAL DEVELOPMENT PROJECTS IN LOW DENSITY RESIDENTIAL ZONING DISTRICTS PURSUANT TO SENATE BILL 9

ORDINANCE NO. XXX-2023

WHEREAS, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the “City”) to enact local planning and land use regulations; and

WHEREAS the authority to adopt and enforce zoning regulations is an exercise of the City’s police power to protect the public health, safety, and welfare; and

WHEREAS, the City of Fort Bragg (“City”) adopted a General Plan in 2002 which established policies for all lands within Fort Bragg city limits and its sphere of influence; and

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 desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

WHEREAS, on September 16, 2021, California Governor Gavin Newsom signed Senate Bill 9 (SB-9) into law as part of an effort to address the State’s housing crisis by streamlining housing production; and

WHEREAS, the new legislation became effective on January 1, 2022, and requires local agencies to ministerially approve urban lot splits and development of two to four residential units per single family residential lot provided the projects meet certain criteria; and

WHEREAS the City wishes to balance compliance with State law with the rights still preserved under the new legislation authorizing the City to establish objective zoning, subdivision and design review standards consistent with SB-9 requirements to approve urban lot splits and urban unit residential development; and

WHEREAS, the project is exempt from CEQA, as a zoning amendment to implement the provisions of Sections 65852.1 and Section 66411.7 of the Government Code is exempt from CEQA by those code sections; and

WHEREAS, the Community Development Committee held a duly noticed public hearing on May 17, 2023, to discuss a memo about SB-9 implementation in Fort Bragg; and public comments were given at that time; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 11, 2023, to consider the Zoning Amendment, accept public testimony; and adopted a resolution recommending a zoning amendment to add Chapter 18.42.200 "Urban Unit Development", and Chapter 18.84.045 "Urban Lot Split" to the ILUDC as well as make relevant changes and additions to the definitions and land use chapters of the zoning ordinances.

NOW, THEREFORE, BE IT RESOLVED that the Fort Bragg City Council, based on the entirety of the record before it, which includes without limitation, CEQA, Public Resources Code §21000, et seq. and the CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Inland General Plan; the Inland Land Use and Development Code; the Project application; all reports and public testimony submitted as part of the City Council meeting of December 11, 2023 and City Council deliberations; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the Fort Bragg City Council does hereby make the following findings and determinations:

SECTION 1: LEGISLATIVE FINDINGS

1. The foregoing recitals are true and correct and made a part of this Ordinance.
2. On October 11, 2023, the Planning Commission held a properly noticed public hearing to consider recommending the proposed minor amendment to the Inland Land Use and Development Code to the Fort Bragg City Council for adoption and adopted a resolution in support of the City Council's adoption of the amendment to the ILUDC pursuant to Gov. Code Section 65355.
3. On December 11, 2023 the City Council held a properly noticed public hearing to consider adoption of the minor amendment to the Inland Land Use and Development Code.

4. The proposed ILUDC 2-23 amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City as it intends amendments to be consistent with recently adopted State laws; and
5. The proposed amendment is consistent with the General Plan and any applicable specific plan.
 - i. The proposed project is consistent with the land use designations of the Land Use Element of the General Plan because state law does not allow local jurisdictions to include the four units allowed through an Urban Lot Split and subsequent development in their density calculations. Thus, while the amendments will allow “higher” residential densities, State law does not allow local jurisdictions to count these increases in density towards density limitations. Thus, density limitations do not need to be modified in the Land Use Element.
 - ii. The proposed amendment is consistent with and implements the following applicable General Plan policies: Policy LU-6.1, Policy PF-1.2, Policy PF-2.1, Policy CD-1.2, Policy H-1.6, Policy H-2.9, Policy H-3.2, and Program H-4.1.2.

6. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

The proposed amendment is mandated by State Law as such it is in the public interest to permit additional opportunities for residential housing development, which will provide for better convenience and welfare for the residents of the City of Fort Bragg. The proposed amendment requires conformance with all applicable building codes which will ensure healthy and safe housing.

7. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

The Proposed Amendment is consistent with ILUDC standards with the following State mandated exceptions.

- i. Lot Coverage: As mandated by state law, housing units developed as a consequence of this ordinance must be exempt from lot coverage calculations if two 800 SF units cannot otherwise be constructed on a lot created through an Urban Lot Split.
- ii. Set Backs: As mandated by state law, housing units developed as a consequence of this ordinance have an exception from the code requiring only 4 feet setbacks on the rear and side property lines. Additionally, front yard setbacks must be reduced if two 800 SF units cannot otherwise be constructed on a lot created through an Urban Lot Split.
- iii. Parking and Traffic: Again, in compliance with State law, City Council may require that housing units developed as a consequence of this ordinance

provide off-street parking so long as that requirement does not preclude an applicant from building at least two units of 800 SF each.

8. The project is exempt from CEQA, as a zoning amendment to implement the provisions of Sections 65852.1 and Section 66411.7 of the Government Code is exempt from CEQA by those code sections; and
9. The documents and other material constituting the record for these proceedings are located at the Community Development Department, and

SECTION 2. Based on the foregoing, the City Council does hereby:
Amend 18.21.030(B) Table 2-1 Allowable Land Uses and Permit Requirements for Residential Zoning Districts as follows:

TABLE 2-1 Allowed Land Uses and Permit Requirements for Residential Zoning Districts	PERMIT REQUIRED BY DISTRICT							Specific Use Regulations
	RR	RS	RL	RM	RH	RVH		
RESIDENTIAL USES								
Duplex	P	P	P	P	P	P	18.42.170 18.42.200	
Low Density Primary dwelling Unit	P	P	P	P	P	P		
Urban Unit Development (4 units)	p	p	p	-	-	-	18.42.200	
Urban Unit Development (2 units) on a parcel created through an Urban Lot Split.	P	P	P	-	-	-	18.42.200 & 18.84.045	

Amend Table 2-4 to clarify that Urban Unit development is allowed consistent with 18.42.200.

TABLE 2-4 - RR, RS, AND RL DISTRICT DEVELOPMENT STANDARDS

Development Feature	Requirement by Zoning District		
	RR Rural Residential	RS Suburban Residential	RL Low Density Residential
Density	Maximum number of dwelling units allowed on a single parcel. 1 dwelling unit or one duplex per parcel; or 1 dwelling Unit and one second unit and one JADU where allowed by 18.42.170 ; or Two to four units, where allowed, by 18.42.200 .		

SECTION 3. 18.84.045 Urban Lot Splits

Chapter 18.84.045 Urban Lot Splits is hereby adopted in its entirety.

Purpose. This Section establishes standards to implement California Government Code Section 66411.7 which requires ministerial approval of the subdivision of a residential lot in in RR, RS, and RL Zoning Districts into two parcels with up to two units of housing on each subsequent parcel per 18.42.200.

Ministerial Approval. An application for an Urban Lot Split and/or the associated residential development that complies with the standards of this Section shall be approved ministerially.

Definitions. These definitions are intended for the narrow purpose of implementing 18.84.045.

- **Unit.** Unit means a primary dwelling unit or ~~one unit of a duplex~~ an ADU or a JADU.
- **Urban Lot Split.** A lot split authorized through 66411.7 and regulated by this Section 18.84.045.
- **Front Parcel.** A parcel created by an Urban Lot Split that includes at least 50% of the original parcel's street-facing frontage.
- **Back Parcel.** A parcel, created by an Urban Lot Split, which includes more than 50% of the original parcel's alley-facing frontage or back parcel line.
- **Front of the Parcel.** The "front of the parcel" is defined as 1) the street side of the Front Parcel or 2) the alley side of an alley fronting Back Parcel, or 3) the newly created parcel line for a Back Parcel that does not abut an alley.
- **Residential Use.** Residential Use includes primary units, ADUs, a duplex, and associated accessory residential structures (per Land Use Table 2-1 Residential Uses).

A. Limitation on Location.

1. The parcel must be in a Low-Density Residential zone (RR, RS, RL zones). Parcels in multifamily residential zoning districts and commercial zoning districts are not eligible for Urban Lot Splits.
2. The applicant shall undertake proper mitigation if the parcel is in a Fire, Flood, or Earthquake Hazard Zone per the appropriate section of this code.
3. Both resulting parcels shall have access to, provide access to, or adjoin the public right-of-way.
4. Urban Lot Splits are not permitted under any of the following conditions.
 - a. On a parcel adjacent to another parcel that was split via the Urban Lot Split under ownership by the same person or a person working in concert with the property owner of the adjacent parcel.
 - b. On a parcel that was created through a previous Urban Lot Split.
 - c. On a parcel located in a historic site or district, listed on the State Historic Resources Inventory or designated as a Historic Landmark.
 - d. On a parcel located on prime farmland, a hazardous waste site listed pursuant to Section 65962.5, or within a 100-year flood zone.
 - e. On a parcel that includes a wetland, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993) or habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973, the California

Endangered Species Act, or the Native Plant Protection Act.

- f. On a parcel located on lands under a conservation easement.
- g. On a parcel where the Urban Lot Split would require demolition of affordable or rental housing that: 1) is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income; (2) is subject to any form of rent or price control through a public entity's valid exercise of its police power; or (3) has been occupied by a tenant in the last three years.

B. Lot Size, Lot Split Size, Setbacks

1. No parcel of less than 2,400 SF may be subdivided through the Urban Lot Split process.
2. The resulting lots must be near equal in size; each lot must be at least 40 percent of the existing lot size, but no smaller than 1,200 SF.
3. The new lot line may be approved even if the line divides pre-existing adjacent or connected structures, so long as the structures meet building code safety standards and are sufficient to allow for separate conveyance.

C. Urban Lot Split Access & Public Improvements.

1. Created parcels shall have access to, provide access to, or adjoin the public right-of-way. Flag Lots or easements are permissible if there is no alley access to the back parcel. As feasible, no more than one curb cut is permitted per original parcel, shared street access is required where street access is necessary for both parcels.
2. Easements shall be required for the provision of public services and facilities.
3. The City shall not require the dedication of rights-of-way or the construction of offsite improvements.

D. Use Limitation and Deed Restriction.

1. **Deed Restriction.** As part of the recordation of the Lot Split, the owner shall record a deed restriction on both resultant lots in a form approved by the City that includes all items enumerated in D2 below.
2. **Use Limitations.** The following restrictions apply to all lots created through an Urban Lot Split.
 - a. **Sale.** The sale of an ADU unit separate from the sale of the primary unit on the same parcel is prohibited.
 - b. **Short-term Rentals.** Units shall not be rented for periods of less than 31 days.
 - c. **Future Lot Splits.** Future Urban Lot Splits of either resulting parcel is prohibited.
 - d. **Prohibition of non-residential uses.** Non-residential uses are not permitted. Only residential uses are permitted, (per Use Table 2-1 Residential Uses)
3. **Owner Occupancy Affidavit.** The property owner shall sign an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.
 - a. The owner-occupancy requirement does not apply to parcels under ownership of a community land trust, as defined in Section 402.1 of the Revenue and Taxation Code, or a qualified nonprofit corporation as

described in 214.15 of the Revenue and Taxation Code.

E. Subdivision Map Act & General Plan Conformance. This section overrides any conflicting provisions of the Subdivision Map Act. General Plan conformance is not required if it would preclude urban lot-splits mandated by this section.

F. Exceptions to Development Standards for Lot Splits with Existing Development.

- a. **Side & Rear Yard Setbacks.** No setbacks are required for existing structures.
- b. **Non-Conforming Structures and Land Uses.** All existing nonconforming zoning conditions (use, development standards, parking standards, etc.) may continue with an Urban Lot Split.

G. Urban Lot Split Application Requirements. An application for an Urban Lot Split under this section 18.42.200 shall include the following materials.

- a. Tentative Map.
- b. Boundary survey.
- c. Parcel Map with legal descriptions for both parcels.
- d. Deed restriction.

H. Allowable Development. Development of parcels created through an Urban Lot Split shall be regulated by Section 18.42.200.

SECTION 4. 18.42.200 – Urban Unit Development

Chapter 18.42.200 Urban Unit Development is adopted in its entirety.

Purpose. This Section establishes standards to implement California Government Code Section 66411.7 which requires ministerial approval up to two units of housing (see A-2) on a parcel created through an Urban Lot Split and up to four Units (see A-1) on a single parcel that was not created through an urban lot split.

Ministerial Approval. An application for the residential development that complies with the standards of this Section shall be approved ministerially.

Definitions. These definitions are intended for the narrow purpose of implementing 18.42.200

- **Unit.** "Unit means a primary dwelling unit ~~or one unit of a duplex~~ an ADU or a JADU.
- **Urban Lot Split.** A lot split authorized through 66411.7 and regulated by this Section 18.84.045.
- **Front Parcel.** A parcel, created by an Urban Lot Split, which includes at least 50% of the original parcel's street-facing frontage.
- **Back Parcel.** A parcel, created by an Urban Lot Split, which includes more than 50% of the original parcel's alley-facing frontage or back parcel line.
- **Front of the Parcel.** The front of the parcel shall be the street side of the Front Parcel, the alley side of an alley fronting Back Parcel, or the newly created parcel line for a Back Parcel that does not abut an alley.
- **Residential Use.** Residential Use includes primary units, ADUs, a duplex, and

associated accessory residential structures (per Use Table 2-1 Residential Uses).

A. Density, Size & Number of Units Allowed.

1. A maximum of four units (two primary units and two J/ADUs) are permissible on lots which do not go through an Urban Lot Split. There is no size limit for primary units, second units must be 800 SF or less.
2. A maximum of two units is permissible on each lot created by an Urban Lot Split as follows:
 - a. Two Primary Units of 1,200 SF or less each, or
 - ~~b. One Duplex of 2,200 SF or less, or~~
 - c. One Primary Unit of **any size** SF & One ADU of 800 SF or less, or
 - d. One Primary Unit of **any size** SF & One Junior ADU of 500 SF or less, or
3. Units permissible under this section are exempt from the calculation of the maximum allowable density for the lot on which they are located and shall be deemed a residential use that is consistent with the General Plan and zoning designation for the lot(s).

B. Setbacks For New Units.

1. Rear and side yard setbacks for new units shall be 4 feet.
2. The minimum front yard setback for the back parcel shall be 10 feet when facing the alley, and 5 feet when facing the new property line (see definitions). The minimum front yard setback for the front parcel shall comply with the development standards of Section 18.21.050.

C. Off-street parking. One off-street parking space is required for each unit unless the unit is located half a mile from a bus stop or there is a car share on the same block. Where feasible, parking access shall be provided from the alley for both parcels via an easement or parcel configuration. In no case will more than one curb cut be permitted per original parcel, shared street access is required where street access is necessary for both parcels. Parking is permitted in the front setback of the alley facing parcel.

D. Timing. Units may be constructed simultaneously or at different times.

E. Exceptions to Development Standards

1. **Exceptions to Accommodate at least two 800 SF Units.** The Community Development Director shall modify or eliminate objective development standards if they prevent the construction of up to two units of at least 800 square feet in on each lot. The following objective development standards shall be modified last (and only if no other combination of modified standards permits at least two 800 SF Units): parking requirement, front setback, height limit.
2. **Non-conforming Setbacks.** The non-conforming setbacks of an existing structure may be retained for a new unit that is located in the same footprint.

F. Objective Design Review Standards

1. **Private open space and storage space.** Each unit must include 100 SF of private outdoor open space. Private open space shall be at the same elevation as and immediately accessible from within the unit. Each private open space area shall

have a minimum dimension of 8 feet; except for upper-floor balconies where the private open space is provided as a balcony. Each unit must include 100 cubic feet of outdoor accessible storage space as part of the unit.

2. **Building facades adjacent to streets.** Dwelling units shall be sited and designed so that at least 75% of the facade of each building adjacent to a public street is occupied by habitable space with windows. Each facade adjacent to a street shall have at least one pedestrian entry into the structure.
3. **Building code compliance.** All new units must satisfy the requirements contained in the building code and fire code as currently adopted by the City, including applicable energy efficiency standards associated with Title 24 of the California Code of Regulations.

G. Utilities

1. **Separate Connections.** The project shall include separate gas, electric and water utility connection directly between each dwelling unit and the utility.
2. **Capacity fees.** Units of less than 750 SF shall be exempt from paying capacity fees, and units of more than 750 SF shall pay a prorated share of the capacity fee.

H. Application Requirements. An application for development of allowable units under this section shall include the following materials.

- a. Site Plan – existing conditions,
- b. Site Plan – proposed project,
- c. Floor Plans, and
- d. Elevations and Finishes.

I. Required Findings for Denial. The denial of a proposed Urban Lot Split requires the Building Official to make the following finding:

1. Based upon a preponderance of the evidence, the proposed housing development would have a specific, adverse impact, as defined in Government Code section 65589.5, subdivision (d)(2), upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact; and
2. “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

SECTION 5. 18.100 Definitions Amendments

Chapter 18.100 is hereby amended to include the following definitions:

Urban Lot Split. A lot split authorized through 66411.7 and regulated by Section 18.84.045.

Urban Unit Development. Development authorized and regulated by Section 18.42.200.

Section 6. Severability. If any section, subsection, sentence, clause or phrase of

RESOLUTION NO. CC -2023

RESOLUTION OF THE FORT BRAGG CITY COUNCIL SUBMITTING AN LCP AMENDMENT (LCP 2-23) APPLICATION TO THE COASTAL COMMISSION TO AMEND TITLE 17 OF THE FORT BRAGG MUNICIPAL CODE TO AMEND CHAPTER 17.21.030(B) & 17.21.050 “RESIDENTIAL ZONING DISTRICTS”, ADD CHAPTER 17.42.200 “URBAN UNIT DEVELOPMENT”, ADD CHAPTER 17.84.045 “URBAN LOT SPLIT”, AND AMEND CHAPTER 17.100 “DEFINITIONS” TO ESTABLISH REGULATIONS AND STANDARDS FOR URBAN LOT SPLITS AND URBAN UNIT RESIDENTIAL DEVELOPMENT PROJECTS IN LOW-DENSITY RESIDENTIAL ZONING DISTRICTS PURSUANT TO SENATE BILL 9.

WHEREAS, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the “City”) to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City’s police power to protect the public health, safety, and welfare; and

WHEREAS, the City of Fort Bragg (“City”) adopted a General Plan in 2002 which established policies for all lands within Fort Bragg city limits and its sphere of influence; and

WHEREAS, the City adopted a Coastal General Plan (“Coastal GP”) as the Land Use Plan portion of the Local Coastal Program on May 12, 2008 which established policies for all land within the Fort Bragg Coastal Zone; and

WHEREAS, the City adopted a Coastal Land Use and Development Code in 2008 as the implementing portion of the Local Coastal Program on May 12, 2008, which established all land use regulations for the Coastal Zone; and

WHEREAS, in August 2008 the California Coastal Commission certified the City’s Local Coastal Program (LCP) which includes the Coastal GP and the ILUDC; and

WHEREAS, the Coastal General Plan includes policies to: (1) advance the orderly growth and development of the City’s Coastal Zone; (2) protect coastal resources; (3) incorporate sustainability into the development process so that Fort Bragg’s coastal resources and amenities are preserved for future generations; (4) respond to current environmental and infrastructure constraints; (5) protect the public health, safety and welfare; and (6) promote fiscally responsible development; and

WHEREAS, the availability of housing is a substantial concern for individuals of all demographics, ages, and economic backgrounds in communities throughout the State of California; and

WHEREAS, on September 16, 2021, California Governor Gavin Newsom signed Senate Bill 9 (SB-9) into law as part of an effort to address the State’s housing crisis by streamlining housing production; and

WHEREAS, the new legislation became effective on January 1, 2022, and requires local agencies to ministerially approve urban lot splits and development of up to four residential units per single family residential lot provided the projects meet certain criteria; and

WHEREAS, the City wishes to balance compliance with State law with the rights still preserved under the new legislation authorizing the City to establish objective zoning, subdivision

and design review standards consistent with SB-9 requirements to approve urban lot splits and urban unit residential development; and

WHEREAS, the project is exempt from CEQA, as a zoning amendment to implement the provisions of Sections 65852.1 and Section 66411.7 of the Government Code is exempt from CEQA by those code sections; and

WHEREAS, the “activities and approvals by a local government necessary for the preparation and adoption of a local coastal program or long range development plan” pursuant to the California Coastal Act are statutorily exempt from compliance with CEQA, and this statutory exemption “shifts the burden of CEQA compliance from the local agency to the California Coastal Commission (CEQA Guidelines § 15265 (c)); and

WHEREAS, the Community Development Committee held a duly noticed public hearing on May 17, 2023, to discuss a memo about SB-9 implementation in Fort Bragg; and public comments were given at that time; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 11, 2023, to consider the Zoning Amendment, accept public testimony; and adopted a resolution recommending an LCP amendment to add Chapter 17.42.200 “Urban Unit Development”, and Chapter 17.84.045 “Urban Lot Split” to the CLUDC as well as make relevant changes and additions to the definitions and land use chapters of the zoning ordinances.

WHEREAS, the City Council held a duly noticed public hearing on December 11, 2023, to consider the Zoning Amendment, accept public testimony; and

NOW, THEREFORE, BE IT RESOLVED that the Fort Bragg City Council, based on the entirety of the record before it, which includes without limitation, CEQA, Public Resources Code §21000, et seq. and the CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg Coastal General Plan; the Fort Bragg Coastal Land Use and Development Code; the Project application; all reports and public testimony submitted as part of the City Council meeting of December 11, 2023 and City Council deliberations; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the Fort Bragg City Council does hereby make the following findings and determinations:

SECTION 1: COASTAL LAND USE AND DEVELOPMENT CODE AMENDMENT FINDINGS

Pursuant to Fort Bragg Municipal Code Section 17.94.060, City Council makes the following findings for adoption of the proposed amendments to the Fort Bragg Coastal Land Use and Development Code:

- a. The proposed amendment is consistent with the General Plan and any applicable specific plan; and

As noted in the General Plan Consistency Analysis, which is Attachment 5 to the staff report and incorporated by reference under the resolution statement above, the project is consistent with the Coastal General Plan as follows:

1. The proposed project is consistent with the land use designations of the Land Use Element of the Coastal General Plan (CGP) because state law does not allow local jurisdictions to include the four units allowed through an Urban Lot Split and subsequent development in their density calculations. Thus, while the amendments will allow “higher” residential densities, State law does not allow local jurisdictions to

count these increases in density towards density limitations. Thus, density limitations do not need to be modified in the Land Use Element. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

2. The proposed amendment is consistent with the following applicable General Plan policies: Policy LU-10.2, Policy LU-10.4, Policy LU-10.6, Policy LU-5.7, Policy LU-10.1, Policy PF-1.1, Policy PF-2.1, Policy CD-1.1: Policy CD-2.4 and Policy CD-2.5
3. The proposed amendment would be consistent with the policies of the Open Space and Conservation Element as a CDP is required if the project is located in an area that has the potential to effect Environmentally Sensitive Habitats, wetlands, visual resources or on other Coastal Act resources as illustrated in the Maps of the Coastal General Plan.

- b. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

The proposed amendment is mandated by State Law as such it is in the public interest to permit additional opportunities for residential housing development, which will provide for better convenience and welfare for the residents of the City of Fort Bragg as it will result in additional housing units. The proposed amendment requires conformance with all applicable building codes which will ensure healthy and safe housing.

- c. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

The Proposed Amendment is consistent with CLUDC standards with the following State mandated exception.

1. **Lot Coverage:** As mandated by state law, housing units developed as a consequence of this ordinance must be exempt from lot coverage calculations if two 800 SF units cannot otherwise be constructed on a lot created through an Urban Lot Split.
2. **Set Backs:** As mandated by state law, housing units developed as a consequence of this ordinance have an exception from the code requiring only 4 feet setbacks on the rear and side property lines. Additionally, front yard setbacks must be reduced, if two 800 SF units cannot otherwise be constructed on a lot created through an Urban Lot Split.
3. **Parking and Traffic:** Again, in compliance with State law, City Council may require that housing units developed as a consequence of this ordinance provide off-street parking so long as that requirement does not preclude an applicant from building at least two units of 800 SF each.

SECTION 2. LEGISLATIVE FINDINGS.

The City Council hereby finds as follows:

1. The foregoing recitals are true and correct and are made a part of this Ordinance.
2. On October 11, 2023, the Planning Commission held a properly noticed public hearing to consider recommending the proposed minor amendment to the Coastal Land Use and Development Code to the Fort Bragg City Council for adoption, and adopted a resolution in support of the City Council's adoption of the minor amendment to the CLUDC pursuant to

Gov. Code Section 65355.

3. On December 11, 2023 the City Council held a properly noticed public hearing to consider adoption of the amendment to the Coastal Land Use and Development Code.
4. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City and seeks to be consistent with recently adopted State Laws, including Assembly Bills 68, 587, 671, 345 and 881 and Senate Bill 13; and
5. The proposed amendment is internally consistent with other applicable provisions of the Coastal Land Use Development Code, including Chapters 17.42, 17.71, 17.100, and others; and the LCP Amendment is consistent with the California Coastal Act; and
6. The California Environmental Quality Act ("CEQA") does not apply to activities and approvals of a local coastal program that are undertaken by a local government pursuant to Public Resources Code Section 21080.9) and CEQA Guidelines Section 15265(a), and
7. Pursuant to Coastal Act Section 30510(a), the City of Fort Bragg will carry out the Local Coastal Program as amended in a manner fully in conformity with the California Coastal Act; and
8. The documents and other material constituting the record for these proceedings are located at the Community Development Department.
9. The amendments to the Local Coastal Program shall take effect automatically upon Coastal Commission approval and certification pursuant to Public Resources Code Section 30512, 30513, and 30519.

SECTION 3. BASED ON THE FOREGOING, CITY COUNCIL DOES HEREBY:

Amend 17.21.030(B) Table 2-1 Allowable Land Uses and Permit Requirements for Residential Zoning Districts as follows:

TABLE 2-1 Allowed Land Uses and Permit Requirements for Residential Zoning Districts	P MUP UP S —	PERMIT REQUIRED BY DISTRICT						Specific Use Regulations
		Permitted Use, Zoning Clearance required Minor Use Permit required (see Section 17.71.060)						
		RR	RS	RL	RM	RH	RVH	
RESIDENTIAL USES								
Duplex	P	P	P	P	P	P	17.42.170 17.42.200	
Low-Density-Primary dwelling Unit	P	P	P	P	P	P		
Urban Unit Development (4 units)	p	p	p	-	-	-	17.42.200	
Urban Unit Development (2 units) on a parcel created through an Urban Lot Split.	P	P	P	-	-	-	17.42.200 & 17.84.045	

Amend Table 2-4 to clarify that two-unit and four-unit development is allowed consistent with 17.42.200.

TABLE 2-4 - RR, RS, AND RL DISTRICT DEVELOPMENT STANDARDS

Development Feature	Requirement by Zoning District		
	RR Rural Residential	RS Suburban Residential	RL Low Density Residential
Density	Maximum number of dwelling units allowed on a single parcel.		
	1 dwelling unit or one duplex per parcel; or 1 dwelling unit and one second unit and one JADU where allowed by 17.42.170 ; or Two to four dwelling units, where allowed, by 17.42.170 and 17.84.045.		

SECTION 4. 17.84.045 URBAN LOT SPLITS

Chapter 17.42.200 is hereby adopted in its entirety.

Purpose. This Section establishes standards to implement California Government Code Section 66411.7 which requires approval of the subdivision of a residential lot in RR, RS, and RL Zoning Districts into two parcels with up to two units of housing on each subsequent parcel per 17.42.200.

Coastal Development Permit required. An application for an Urban Lot Split shall be approved with an administrative Coastal Development Permit. While a public hearing shall not be held, public notice is required for both the Pending Action and the Final Action.

Definitions. These definitions are intended for the narrow purpose of implementing 17.84.045.

- **Unit.** Unit means a primary dwelling unit or ~~one unit of a duplex~~ an ADU or a JADU.
- **Urban Lot Split.** A lot split authorized through 66411.7 and regulated by this Section 17.84.045.
- **Front Parcel.** A parcel, created by an Urban Lot Split, which includes at least 50% of the original parcel's street-facing frontage.
- **Back Parcel.** A parcel, created by an Urban Lot Split, which includes more than 50% of the original parcel's alley-facing frontage or back parcel line.
- **Front of the Parcel.** The "front of the parcel" is defined as 1) the street side of the Front Parcel or 2) the alley side of an alley fronting Back Parcel, or 3) the newly created parcel line for a Back Parcel that does not abut an alley.
- **Residential Use.** Residential Use includes primary units, ADUs, ~~a duplex~~, and associated accessory residential structures (per Land Use Table 2-1 Residential Uses).

A. Limitation on Location.

1. The parcel must be in a Low-Density Residential zone (RR, RS, RL zones). Parcels in multifamily residential zoning districts and commercial zoning districts are not eligible for Urban Lot Splits.
2. The applicant shall undertake proper mitigation if the parcel is in a Fire, Flood, or Earthquake Hazard Zone per the appropriate section of this code.

3. Both resulting parcels shall have access to, provide access to, or adjoin the public right-of-way.
4. Urban Lot Splits are not permitted, under any of the following conditions.
 - a. On a parcel adjacent to another parcel that was split via the Urban Lot Split under ownership by the same person or a person working in concert with the property owner of the adjacent parcel.
 - b. On a parcel that was created through a previous Urban Lot Split.
 - c. On a parcel located in a historic site or district, listed on the State Historic Resources Inventory or designated as a Historic Landmark.
 - d. On a parcel located on prime farmland, a hazardous waste site listed pursuant to Section 65962.5, or within a 100-year flood zone.
 - e. On a parcel that includes a wetland, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993) or habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973, the California Endangered Species Act, or the Native Plant Protection Act.
 - f. On a parcel located on lands under a conservation easement.
 - g. On a parcel where the Urban Lot Split would require demolition of affordable or rental housing that: 1) is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income; (2) is subject to any form of rent or price control through a public entity's valid exercise of its police power; or (3) has been occupied by a tenant in the last three years.
 - h. On a parcel located within areas mapped in the Coastal General Plan on any of the following Coastal General Plan maps: Map OS-1 Open Space and Environmentally Sensitive Habitat Areas; Map OS-2 Special Review and Runoff Sensitive Areas; and/or Map SF-2 Flood Hazards.

B. Lot Size, Lot Split Size, Setbacks

1. No parcel of less than 2,400 SF may be subdivided through the Urban Lot Split process.
2. The resulting lots must be near equal in size; each lot must be at least 40 percent of the existing lot size, but no smaller than 1,200 sf.
3. The new lot line may be approved even if the line divides pre-existing adjacent or connected structures, so long as the structures meet building code safety standards and are sufficient to allow for separate conveyance.

C. Urban Lot Split Access & Public Improvements.

1. Created parcels shall have access to, provide access to, or adjoin the public right- of-way. Flag Lots or easements are permissible if there is no alley access to the back parcel. As feasible, no more than one curb cut is permitted per original parcel, shared street access is required where street access is necessary for both parcels.
2. Easements shall be required for the provision of public services and facilities.
3. The City shall not require the dedication of rights-of-way or the construction of offsite improvements.

D. Use Limitation and Deed Restriction.

1. **Deed Restriction.** As part of the recordation of the Lot Split, the owner shall record a deed

restriction on both resultant lots in a form approved by the City that includes all items enumerated in D2 below.

2. **Use Limitations.** The following restrictions apply to all lots created through an Urban Lot Split.
 - a. **Sale.** The sale of an ADU unit separate from the sale of the primary unit on the same parcel is prohibited.
 - b. **Short-term Rentals.** Units shall not be rented for periods of less than 31 days.
 - c. **Future Lot Splits.** Future Urban Lot Splits of either resulting parcel is prohibited.
 - d. **Prohibition of non-residential uses.** Non-residential uses are not permitted. Only residential uses are permitted, (per Use Table 2-1 Residential Uses)
3. **Owner Occupancy Affidavit.** The property owner shall sign an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.
 - a. The owner-occupancy requirement does not apply to parcels under ownership of a community land trust, as defined in Section 402.1 of the Revenue and Taxation Code, or a qualified nonprofit corporation as described in 214.15 of the Revenue and Taxation Code.

E. Subdivision Map Act & General Plan Conformance. This Section overrides any conflicting provisions of the Subdivision Map Act. General Plan conformance is not required if it would preclude urban lot-splits mandated by this Section.

F. Exceptions to Development Standards for Lot Splits with Existing Development.

1. **Side & Rear Yard Setbacks.** No setbacks are required for existing structures.
2. **Non-Conforming Structures and Land Uses.** All existing nonconforming zoning conditions (use, development standards, parking standards, etc.) may continue with an Urban Lot Split.

G. Urban Lot Split Application Requirements. An application for an Urban Lot Split under this Section shall include the following materials.

- a. Tentative Map.
- b. Boundary survey.
- c. Parcel Map with legal descriptions for both parcels.
- d. Deed restriction.

H. Allowable Development. Development of parcels created through an Urban Lot Split shall be regulated by Section 17.42.200.

I. Required Findings for Denial. The denial of a proposed Urban Lot Split requires the Building Official to make the following finding:

- a. Based upon a preponderance of the evidence, the proposed housing development would have a specific, adverse impact, as defined in Government Code section 65589.5, subdivision (d)(2), upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.
- b. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

J. Required Findings for Approval in the Coastal Zone. The approval of a proposed Urban

Lot Split requires the Review Authority to make the following findings for Urban Lot Splits in the Coastal Zone:

1. New parcels will minimize risks to life and property in areas of geologic and flood hazard.
2. New parcels will assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area; and not in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs.
3. New parcels are consistent with relevant LCP policies requiring that parcels be sited and designed to prevent significant degradation of adjacent sensitive habitats and recreation areas and to allow the continuance of those areas into the future.
4. New parcels are consistent with LCP policies protecting public access, recreational opportunities, marine habitats, water quality, and visual resources.
5. New parcels are served with adequate public services.
6. New parcels will not be directly or indirectly impacted by sea level rise under the “medium-high risk aversion” scenarios prepared by the Coastal Commission for a period of 101 years.

SECTION 5. 17.42.200 URBAN UNIT DEVELOPMENT

Chapter 17.42.200 is hereby adopted in its entirety.

Purpose. This Section establishes standards to implement California Government Code Section 66411.7 which requires ministerial approval up to two units of housing (see A-2) on a parcel created through an Urban Lot Split and up to four Units (see A-1) on a single parcel that was not created through an urban lot split.

Coastal Development Permit required. An application for residential development that complies with the standards of this Section shall be approved with an administrative Coastal Development Permit. While a public hearing shall not be held, public notice is required for both the Pending Action and the Final Action.

Definitions. These definitions are intended for the narrow purpose of implementing 17.42.200

- **Unit.** "Unit means a primary dwelling unit, ~~one unit of a duplex~~, an ADU or a JADU.
- **Urban Lot Split.** A lot split authorized through 66411.7 and regulated by this Section 17.84.045.
- **Front Parcel.** A parcel, created by an Urban Lot Split, which includes at least 50% of the original parcel's street-facing frontage.
- **Back Parcel.** A parcel, created by an Urban Lot Split, which includes more than 50% of the original parcel's alley-facing frontage or back parcel line.
- **Front of the Parcel.** The front of the parcel shall be the street side of the Front Parcel, the alley side of an alley fronting Back Parcel, or the newly created parcel line for a Back Parcel that does not abut an alley.
- **Residential Use.** Residential Use includes primary units, ADUs, a duplex, and associated accessory residential structures (per Land Use Table 2-1 Residential Uses).

A. Density, Size & Number of Units Allowed.

1. A Maximum of four units (two units and two J/ADUs) are permissible on lots which do not go through an Urban Lot Split. There is no size limit for primary units; second units must be

800 SF or less.

2. A maximum of two units is permissible on each lot created by an Urban Lot Split as follows:
 - a. Two Primary Units of 1,200 SF or less each, or
 - ~~b. One Duplex of 2,200 SF or less, or~~
 - c. One Primary Unit of any size & One ADU of 800 SF or less, or
 - d. One Primary Unit of any size & One Junior ADU of 500 SF or less, or
 - e. Lots created through an Urban Lot Split are not eligible for the maximum of three units (primary, ADU, JADU) specified under 17.42.170.
3. Units permissible under this section are exempt from the calculation of the maximum allowable density and shall be deemed to be a residential use that is consistent with the General Plan and zoning designation for the lot(s).

B. Setbacks For New Units.

1. Rear and side yard setbacks for new units shall be 4 feet.
2. The minimum front yard setback for the back parcel shall be:
 - a. 10 feet when facing the alley, and
 - b. 5 feet when facing the new property line (see definitions).
3. The minimum front yard setback for the front parcel shall comply with the development standards of Section 17.21.050.

C. Off-street parking. One off-street parking space is required for each unit unless the unit is located half a mile from a bus stop or there is a car share on the same block. Where feasible, parking access shall be provided from the alley for both parcels via an easement or parcel configuration. In no case will more than one curb cut be permitted per original parcel, shared street access is required where street access is necessary for both parcels. Parking is permitted in the front setback of the alley facing parcel. Parking shall be provided onsite in areas with coastal access that have constrained public parking.

D. Timing. Units may be constructed simultaneously or at different times.

E. Exceptions to Development Standards

1. **Exceptions to Accommodate at least two 800 SF Units.** The Community Development Director shall modify or eliminate objective development standards if they prevent the construction of up to two units of at least 800 square feet on each lot. The following objective development standards shall be modified last (and only if no other combination of modified standards permits at least two 800 SF Units): parking requirement, front setback, height limit.
2. **Non-conforming Setbacks.** The non-conforming setbacks of an existing structure may be retained for a new unit that is located in the same footprint.

F. Objective Design Review Standards

1. **Private open space and storage space.** Each unit must include 100 SF of private open space. Private open space shall be at the same elevation as and immediately accessible from within the unit. Each private open space area shall have a minimum dimension of 8 feet; except for upper-floor balconies where the private open space is provided as a balcony. Each unit must include 100 cubic feet of outdoor accessible storage space as part of the unit.
2. **Building facades adjacent to streets.** Dwelling units shall be sited and designed so that

at least 75% of the facade of each building adjacent to a public street is occupied by habitable space with windows. Each facade adjacent to a street shall have at least one pedestrian entry into the structure.

3. **Building code compliance.** All new units must satisfy the requirements contained in the building code and fire code as currently adopted by the City, including applicable energy efficiency standards associated with Title 24 of the California Code of Regulations.

G. Utilities

1. **Separate Connections.** The project shall include separate gas, electric and water utility connection directly between each dwelling unit and the utility.
2. **Capacity fees.** Units of less than 750 SF shall be exempt from paying capacity fees, and units of more than 750 SF shall pay a prorated share of the capacity fee.

H. Application Requirements. An application for development of allowable units under this section shall include the following materials.

- a. Site Plan – existing conditions,
- b. Site Plan – proposed project,
- c. Floor Plans, and
- d. Elevations and Finishes.

J. Required Findings for Approval in the Coastal Zone. The approval of a proposed Urban Unit Development requires the Review Authority to make the following findings in the Coastal Zone:

3. New units will minimize risks to life and property in areas of geologic and flood hazard.
4. New units will assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area; and not in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs.
5. New units are consistent with relevant LCP policies requiring that units be sited and designed to prevent significant degradation of adjacent sensitive habitats and recreation areas and to allow the continuance of those areas into the future.
6. New units are consistent with LCP policies protecting public access, recreational opportunities, marine habitats, water quality, and visual resources.
7. New parcels/units are served with adequate public services.
8. New parcels/units will not be directly or indirectly impacted by sea level rise under the “medium-high risk aversion” scenarios prepared by the Coastal Commission for a period of 101 years.

SECTION 6. 17.100 DEFINITIONS AMENDMENTS

Chapter 17.100 is hereby amended to add the following definitions:

Urban Lot Split. A lot split authorized through Government Code 66411.7 and regulated by Section 17.84.045.

Urban Unit Development. Development authorized and regulated by Section 17.42.200.

BE IT FURTHER RESOLVED that the Fort Bragg City Council does hereby recommend that the Coastal Commission approve LCP 2-23 to amend Title 17 to the Fort Bragg Municipal Code to Amend Chapter 17.21.030(B) & 17.21.050 “Residential Zoning Districts” add Chapter 17.42.200 “Urban Lot Split” and add Chapter 17.84.045 “Urban Unit Residential Development” and amend Chapter 17.100 “Definitions” to establish regulations and standards for urban lot splits and urban unit residential development projects in Low-Density Residential zoning districts pursuant to Senate Bill 9.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage and adoption.

The above and foregoing Resolution was introduced by _____ seconded by _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 11th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Bernie Norvel, Mayor

ATTEST:

**Diana Sanchez,
Acting City Clerk**

RESOLUTION NO. PC 09-2023

**RESOLUTION OF THE FORT BRAGG PLANNING COMMISSION
RECOMMENDING THAT THE CITY COUNCIL SUBMIT AN LCP
AMENDMENT APPLICATION TO THE COASTAL COMMISSION TO
AMEND TITLE 17 OF THE FORT BRAGG MUNICIPAL CODE TO AMEND
CHAPTER 17.21.030(B) & 17.21.050 “RESIDENTIAL ZONING
DISTRICTS”, ADD CHAPTER 17.42.200 “URBAN UNIT DEVELOPMENT”,
ADD CHAPTER 17.84.045 “URBAN LOT SPLIT”, AND AMEND CHAPTER
17.100 “DEFINITIONS” TO ESTABLISH REGULATIONS AND
STANDARDS FOR URBAN LOT SPLITS AND URBAN UNIT
RESIDENTIAL DEVELOPMENT PROJECTS IN LOW-DENSITY
RESIDENTIAL ZONING DISTRICTS PURSUANT TO SENATE BILL 9.**

WHEREAS, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the “City”) to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City’s police power to protect the public health, safety, and welfare; and

WHEREAS, the City of Fort Bragg (“City”) adopted a General Plan in 2002 which established policies for all lands within Fort Bragg city limits and its sphere of influence; and

WHEREAS, the City adopted a Coastal General Plan (“Coastal GP”) as the Land Use Plan portion of the Local Coastal Program on May 12, 2008 which established policies for all land within the Fort Bragg Coastal Zone; and

WHEREAS, in August 2008 the California Coastal Commission certified the City’s Local Coastal Program (LCP) which includes the Coastal GP as the Land Use Plan; and

WHEREAS, The City Council adopted Resolution 3162-2008 on May 12, 2008 adopting the Coastal General Plan; and

WHEREAS, the City adopted a Coastal Land Use and Development Code in 2008 as the implementing portion of the Local Coastal Program on May 12, 2008, which established all land use regulations for the Coastal Zone; and

WHEREAS, the Coastal General Plan includes policies to: (1) advance the orderly growth and development of the City’s Coastal Zone; (2) protect coastal resources; (3) incorporate sustainability into the development process so that Fort Bragg’s coastal resources and amenities are preserved for future generations; (4) respond to current environmental and infrastructure constraints; (5) protect the public health, safety and welfare; and (6) promote fiscally responsible development; and

WHEREAS, the availability of housing is a substantial concern for individuals of all demographics, ages, and economic backgrounds in communities throughout the State of California; and

WHEREAS, on September 16, 2021, California Governor Gavin Newsom signed Senate Bill 9 (SB-9) into law as part of an effort to address the State’s housing crisis by streamlining housing production; and

WHEREAS, the new legislation became effective on January 1, 2022, and requires local agencies to ministerially approve urban lot splits and development of up to four residential units per single family residential lot provided the projects meet certain criteria; and

WHEREAS, the City wishes to balance compliance with State law with the rights still preserved under the new legislation authorizing the City to establish objective zoning, subdivision and design review standards consistent with SB-9 requirements to approve urban lot splits and urban unit residential development; and

WHEREAS, The project is exempt from CEQA, as a zoning amendment to implement the provisions of Sections 65852.1 and Section 66411.7 of the Government Code is exempt from CEQA by those code sections; and

WHEREAS, the “activities and approvals by a local government necessary for the preparation and adoption of a local coastal program or long range development plan” pursuant to the California Coastal Act are statutorily exempt from compliance with CEQA, and this statutory exemption “shifts the burden of CEQA compliance from the local agency to the California Coastal Commission (CEQA Guidelines § 15265 (c)); and

WHEREAS, the Community Development Committee held a duly noticed public hearing on May 17, 2023, to discuss a memo about SB-9 implementation in Fort Bragg; and public comments were given at that time; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 11, 2023, to consider the Zoning Amendment, accept public testimony; and

NOW, THEREFORE, BE IT RESOLVED that the City of Fort Bragg Planning Commission, based on the entirety of the record before it, which includes without limitation, CEQA, Public Resources Code §21000, et seq. and the CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg Coastal General Plan; the Fort Bragg Coastal Land Use and Development Code; the Project application; all reports and public testimony submitted as part of the Planning Commission meeting of October 11, 2023 and Planning Commission deliberations; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the Planning Commission of the City of Fort Bragg does hereby make the following findings and determinations:

SECTION 1: COASTAL LAND USE AND DEVELOPMENT CODE AMENDMENT FINDINGS

Pursuant to Fort Bragg Municipal Code Section 17.94.060, the Planning Commission recommends that the City Council makes the following findings for adoption of the proposed amendments to the Fort Bragg Coastal Land Use and Development Code:

- a. The proposed amendment is consistent with the General Plan and any applicable specific plan; and

As noted in the General Plan Consistency Analysis, which is Attachment 2 to the staff

report and incorporated by reference under the resolution statement above, the project is consistent with the Coastal General Plan as follows:

1. The proposed project is consistent with the land use designations of the Land Use Element of the Coastal General Plan (CGP) because state law does not allow local jurisdictions to include the four units allowed through an Urban Lot Split and subsequent development in their density calculations. Thus, while the amendments will allow “higher” residential densities, State law does not allow local jurisdictions to count these increases in density towards density limitations. Thus, density limitations do not need to be modified in the Land Use Element. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
 2. The proposed amendment is consistent with the following applicable General Plan policies: Policy LU-10.2, Policy LU-10.4, Policy LU-10.6, Policy LU-5.7, Policy LU-10.1, Policy PF-1.1, Policy PF-2.1, Policy CD-1.1: Policy CD-2.4 and Policy CD-2.5
 3. The proposed amendment would be consistent with the policies of the Conservation Element as a CDP is required if the project is located in an area that has the potential to effect Environmentally Sensitive Habitats, Wetlands, visual resources or on other Coastal Act resources as illustrated in the Maps of the Coastal General Plan.
- b. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

The proposed amendment is mandated by State Law as such it is in the public interest to permit additional opportunities for residential housing development, which will provide for better convenience and welfare for the residents of the City of Fort Bragg as it will result in additional housing units. The proposed amendment requires conformance with all applicable building codes which will ensure healthy and safe housing.

- c. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

The Proposed Amendment is consistent with CLUDC standards with the following State mandated exception.

1. **Lot Coverage:** As mandated by state law, housing units developed as a consequence of this ordinance must be exempt from lot coverage calculations if two 800 SF units cannot otherwise be constructed on a lot created through an Urban Lot Split.
2. **Set Backs:** As mandated by state law, housing units developed as a consequence of this ordinance have an exception from the code requiring only 4 feet setbacks on the rear and side property lines. Additionally, front yard setbacks must be reduced if two 800 SF units cannot otherwise be constructed on a lot created through an Urban Lot Split.
3. **Parking and Traffic:** Again, in compliance with State law, City Council may require

that housing units developed as a consequence of this ordinance provide off-street parking so long as that requirement does not preclude an applicant from building at least two units of 800 SF each.

SECTION 2: GENERAL FINDINGS:

- a. The foregoing recitals are true and correct and made a part of this Resolution; and
- b. The documents and other material constituting the record for these proceedings are located at the Community Development Department.

BE IT FURTHER RESOLVED that the Fort Bragg Planning Commission does hereby recommend that the City Council submit an LCP Amendment application to the Coastal Commission to amend Title 17 to the Fort Bragg Municipal Code to Amend Chapter 17.21.030(B) & 17.21.050 "Residential Zoning Districts" add Chapter 17.42.200 "Urban Lot Split" and add Chapter 17.84.045 "Urban Unit Residential Development" and amend Chapter 17.100 "Definitions" to establish regulations and standards for urban lot splits and urban unit residential development projects in Low-Density Residential zoning districts pursuant to Senate Bill 9.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage and adoption.

The above and foregoing Resolution was introduced by Commissioner Stavely seconded by Commissioner Neils, and passed and adopted at a regular meeting of the Planning Commission of the City of Fort Bragg held on the 11th day of October 2023, by the following vote:

AYES: Jensen, Neils, Stavely, Deitz
NOES: None
ABSENT: Logan
ABSTAIN: None
RECUSE: None



Scott Deitz, Acting Chair

ATTEST:



Maria Flynn, Administrative Assistant
Community Development Department

RESOLUTION NO. PC 08-2023

**RESOLUTION OF THE FORT BRAGG PLANNING COMMISSION
RECOMMENDING THAT THE CITY COUNCIL AMEND TITLE 18 OF THE
FORT BRAGG MUNICIPAL CODE TO AMEND CHAPTER 18.21.030(B) &
18.21.050 "RESIDENTIAL ZONING DISTRICTS," ADD CHAPTER 18.42.200
"URBAN UNIT DEVELOPMENT," ADD CHAPTER 18.84.045 "URBAN LOT
SPLIT," AND AMEND CHAPTER 18.100 "DEFINITIONS" TO ESTABLISH
REGULATIONS AND STANDARDS FOR URBAN LOT SPLITS AND URBAN
UNIT RESIDENTIAL DEVELOPMENT PROJECTS IN LOW DENSITY
RESIDENTIAL ZONING DISTRICTS PURSUANT TO SENATE BILL 9.**

WHEREAS, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the "City") to enact local planning and land use regulations; and

WHEREAS the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, the City of Fort Bragg ("City") adopted a General Plan in 2002 which established policies for all lands within Fort Bragg city limits and its sphere of influence; and

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 desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

WHEREAS, on September 16, 2021, California Governor Gavin Newsom signed Senate Bill 9 (SB-9) into law as part of an effort to address the State's housing crisis by streamlining housing production; and

WHEREAS, the new legislation became effective on January 1, 2022, and requires local agencies to ministerially approve urban lot splits and development of two residential units per single family residential lot provided the projects meet certain criteria; and

WHEREAS the City wishes to balance compliance with State law with the rights still preserved under the new legislation authorizing the City to establish objective zoning,

subdivision and design review standards consistent with SB-9 requirements to approve urban lot splits and urban unit residential development; and

WHEREAS, the project is exempt from CEQA, as a zoning amendment to implement the provisions of Sections 65852.1 and Section 66411.7 of the Government Code is exempt from CEQA by those code sections; and

WHEREAS, the Community Development Committee held a duly noticed public hearing on May 17, 2023, to discuss a memo about SB-9 implementation in Fort Bragg; and public comments were given at that time; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 11, 2023, to consider the Zoning Amendment, accept public testimony; and

NOW, THEREFORE, BE IT RESOLVED that the City of Fort Bragg Planning Commission, based on the entirety of the record before it, which includes without limitation, CEQA, Public Resources Code §21000, et seq. and the CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg Inland General Plan; the Fort Bragg Inland Land Use and Development Code; the Project application; all reports and public testimony submitted as part of the Planning Commission meeting of October 11, 2023 and Planning Commission deliberations; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the Planning Commission of the City of Fort Bragg does hereby make the following findings and determinations:

SECTION 1: INLAND LAND USE AND DEVELOPMENT CODE AMENDMENT FINDINGS

Pursuant to Fort Bragg Municipal Code Section 18.94.060, the Planning Commission recommends that the City Council make the following findings for adoption of the proposed amendments to the Fort Bragg Inland Land Use and Development Code:

a. The proposed amendment is consistent with the General Plan and any applicable specific plan; and

1. The proposed project is consistent with the land use designations of the Land Use Element of the General Plan because state law does not allow local jurisdictions to include the four units allowed through an Urban Lot Split and subsequent development in their density calculations. Thus, while the amendments will allow “higher” residential densities, State law does not allow local jurisdictions to count these increases in density towards density limitations. Thus, density limitations do not need to be modified in the Land Use Element.
2. The proposed amendment is consistent with the following applicable General Plan policies: Policy LU-6.1, Policy PF-1.2, Policy PF-2.1, Policy CD-1.2, Policy H-1.6, Policy H-2.9, Policy H-3.2, and Program H-4.1.2.

b. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

1. The proposed amendment is mandated by State Law as such it is in the public interest to permit additional opportunities for residential housing development, which will provide for better convenience and welfare for the residents of the City of Fort Bragg as it will result in additional housing units. The proposed amendment requires conformance with all applicable building codes which will ensure healthy and safe housing.
- c. The proposed amendment is internally consistent with other applicable provisions of this Development Code.
1. The Proposed Amendment is consistent with ILUDC standards with the following State mandated exceptions.
 - a) Lot Coverage: As mandated by state law, housing units developed as a consequence of this ordinance must be exempt from lot coverage calculations if two 800 SF units cannot otherwise be constructed on a lot created through an Urban Lot Split.
 - b) Set Backs: As mandated by state law, housing units developed as a consequence of this ordinance have an exception from the code requiring only 4 feet setbacks on the rear and side property lines. Additionally, front yard setbacks must be reduced if two 800 SF units cannot otherwise be constructed on a lot created through an Urban Lot Split.
 - c) Parking and Traffic: Again, in compliance with State law, City Council may require that housing units developed as a consequence of this ordinance provide off-street parking so long as that requirement does not preclude an applicant from building at least two units of 800 SF each.

SECTION 2: GENERAL FINDINGS:

- a. The foregoing recitals are true and correct and made a part of this Resolution; and
- b. The documents and other material constituting the record for these proceedings are located in the Community Development Department.

BE IT FURTHER RESOLVED that the Fort Bragg Planning Commission does hereby recommend that the City Council amend Division 18 to the Fort Bragg Municipal Code to Amend Division 18 to the Fort Bragg Municipal Code to Amend Chapter 18.21.030(B) & 18.21.050 "Zoning Districts and Allowable Land Uses", add Chapter 18.42.175 "Urban Lot Split", and Chapter 18.84.045 "Urban Unit Residential Development", and Amend Chapter 18.100 "Definitions" to establish regulations and standards for urban lot splits and urban unit residential development projects in Low Density Residential zoning districts consistent with the purpose of Senate Bill 9.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage and adoption.

The above and foregoing Resolution was introduced by Commissioner Stavely seconded by Acting Chair Deitz, and passed and adopted at a regular meeting of the Planning Commission of the City of Fort Bragg held on the 11th day of October 2023, by the following vote:

AYES: Jensen, Neils, Stavely, Deitz

NOES: None

ABSENT: Logan

ABSTAIN: None

RECUSE: None



Scott Deitz, Acting Chair

ATTEST:

Maria Flynn

Maria Flynn, Administrative Assistant
Community Development Department

ATTACHMENT 3: GENERAL PLAN/LUDC - CONSISTENCY ANALYSIS

This attachment analyzes both the ILUDC and CLUDC amendments consistent with the respective Inland and Coastal General Plans and the ILUDC and CLUDC.

1. Coastal General Plan & CLUDC Consistency Analysis

Required Findings

The CLUDC 17.95.060(B) requires that the following findings be made for the amendments to the Coastal Land Use and Development Code:

1. The proposed amendment is consistent with the Coastal General Plan and any applicable specific plan.
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.

The amendment is consistent with relevant policies of the City's Coastal General Plan as analyzed below.

Land Use Element

The proposed project is consistent with the land use designations of the Land Use Element of the Coastal General Plan (CGP) because state law does not allow local jurisdictions to include the four units allowed through an Urban Lot Split and subsequent development in their density calculations. Thus, while the amendments will allow "higher" residential densities, State law does not allow local jurisdictions to count these increases in density towards density limitations. Thus, density limitations do not need to be modified in the Land Use Element.

The proposed amendment to the CLUDC is **consistent** with the following Coastal General Plan Policies in the Land Use Element.

Policy	Analysis
Policy LU-10.2: Locating New Development. New residential, commercial, or industrial development, except as otherwise provided in the LCP, shall be located within, contiguous with, or in close proximity to, existing developed areas able to accommodate it or, where such areas are not able to accommodate it, in other areas with adequate public services and where it will not have	Allowing Urban Lot Splits by right will increase infill development by allowing up to four units on a lot where previously only one primary unit and 2 ADUs were allowed. The areas with low density residential zoning located within the coastal zone are largely developed and this policy would increase density in these already developed areas. Further the ordinance prohibits speculators from using the tool to increase density by requiring 3 years of

significant adverse effects, either individually or cumulatively, on coastal resources.	property owner occupancy in one of the units on one of the resulting parcels. The proposed ordinance includes safeguards for protection of Coastal Resources and a Coastal Development Permit would be required to ensure protection of coastal resources.
Policy LU-10.4: Ensure Adequate Services and Infrastructure for New Development. Development shall only be approved when it has been demonstrated that the development will be served with adequate water and wastewater treatment. Lack of adequate services to serve the proposed development shall be grounds for denial of the development.	The City recently upgraded its Sewer Treatment Facility and has acquired property to develop additional water storage which together will ensure adequate sewer and water services throughout Fort Bragg. Additionally, The City anticipates a relatively few number of Urban Lot Splits and Urban Unit Developments per year which would be served by existing infrastructure.
Policy LU-10.6: Protect Special Communities. New Development shall, where appropriate, protect special communities and neighborhoods which, because of their unique characteristics, are popular visitor destination points for recreational uses.	In the proposed CLUDC amendment, an applicant for an Urban Lot Split must provide onsite parking where visitor-serving parking is constrained.
Policy LU-5.7: Adequate parking should be provided to serve coastal access and recreation uses to the extent feasible. Existing parking areas serving recreational uses shall not be displaced unless a comparable replacement area is provided.	The proposed amendment requires off-street parking for Urban Lot Splits and associated housing development in neighborhoods that provide coastal recreational access.
Policy LU-10.1: Preserve Neighborhoods: Preserve and enhance the character of the City's existing residential neighborhoods.	The Urban Lot Split regulations and associated housing development include sufficient regulatory guidelines to help Fort Bragg to preserve and enhance the character of the City's existing residential neighborhoods, even with increasing density.

There are no other applicable policies in the land use element.

Public Facilities Element

The proposed amendment to the CLUDC is consistent with the following Coastal General Plan Policies in the Public Facilities Element.

Policy PF-1.1: All new development proposals shall be reviewed and conditioned to ensure that adequate public services and infrastructure can be provided to the development without substantially reducing the services provided to existing residents and businesses.
Analysis: The City of Fort Bragg continues to rely on three surface water sources: Waterfall Gulch (tributary to Hare Creek), Newman Gulch (tributary to Noyo River), and the Noyo River (intake is at Madsen Hole). The water treatment plant was originally constructed in the 1950's,

and upgraded in the 1980's, and has a capacity of 2.2 million gallons per day (MGD). While the water supply has not changed, the City has made significant progress in amplifying storage capacity:

- It added an additional 1.5 million gallon finished water storage tank and the Summers Lane Reservoir with a raw water capacity of 14.7 million gallons, creating a total water storage capacity to 22.6 million gallons.
- It installed a desalination batch plant to allow effective use of water from the Noyo during low flow conditions.
- It purchased the “gulf course” property with plans to build new water storage capacity on the site.

While there is more than sufficient capacity, the City is also exploring long term sustainable water strategies that include “purple pipe” transmission of treated recycled wastewater and desalinization. The City’s potable water system has sufficient capacity to support future development that could occur as a result of the proposed code revision while still accommodating other planned growth in the City.

The City’s Water Treatment Plant (WWTP) provides sewage treatment and disposal through the Fort Bragg Municipal Improvement District No. 1 (MID). The MID is somewhat larger than the City as it includes part of the Sphere of Influence. The Wastewater Treatment Plant (WWTP) was constructed in 1971 and underwent a substantial upgrade in 2020. It has a secondary treatment level capacity of 0.8 million gallons per day (MGD) for average dry weather flow (ADWF) and 4.9 MGD Peak Hydraulic Flow. The WWTF also has sufficient capacity to handle additional wastewater that may result from development of housing related to the proposed code revisions.

Policy PF-2.1 Development Pays Its Share: Require that new development pay its share of capital improvements and the cost of public services to maintain adequate levels of service.

Analysis: The ordinance includes capacity fees for housing units of more than 800 SF associated with Urban Lot Splits.

There are no other policies that are applicable to the proposed CLUDC updates.

Conservation, Open Space, Energy, and Parks Element

The proposed amendment would be consistent with the policies of the Conservation Element as a CDP is required if the project is located in an area that has the potential to have Environmentally Sensitive Habitat, Wetlands, visual resources or on other Coastal Act resources as illustrated in the Maps of the Coastal General Plan.

Circulation Element

The proposed amendment is consistent the policies of this element and does not conflict with anything in the element.

Community Design, Safety, and Noise Elements

The proposed amendment is consistent with the policies of this element and does not conflict with anything in the element.

Policy	Analysis
Policy CD-1.1: Visual Resources: Permitted development shall be designed and sited to protect views to and along the ocean and scenic coastal areas, to minimize the alteration of natural landforms, to be visually compatible with the character of surrounding areas, and, where feasible, to restore and enhance scenic views in visually degraded areas.	As amended, new development would be required to apply for a CDP which would necessitate a visual analysis if visual resources would be impacted by a proposed project.
Policy CD-2.4 Discourage Sameness and Repetitive Residential Designs.	Urban Lot Splits and Two Unit Development can only be undertaken by individual homeowners and would therefore not result in sameness or repetitive design.
Policy CD-2.5 Scenic Views and Resource Areas: Ensure that development does not adversely impact scenic views and resources as seen from a road and other public rights-of-way.	As amended, new development would be required to apply for a CDP which would necessitate a visual analysis if visual resources would be impacted by a proposed project.

Housing Element

The City's Housing Element was updated in 2019 and adopted by the City Council for both Inland and Coastal Fort Bragg, however the 2019 Housing Element has not been certified by Coastal Commission as part of the Local Coastal Program. Nevertheless, this consistency review for the amendments to the CLUDC uses the goals, policies, and programs from the 2019 Housing Element as it has been updated per State Law. The last certified Housing Element (2008) in the Coastal General Plan does not include most State mandated goals, policies and programs.

The proposed amendments to the CLUDC **are consistent** with the following applicable policies of the 2019 Housing Element:

Policy	Analysis
Policy H-1.6 Infill Housing: Encourage housing development on existing infill sites in order to efficiently utilize existing infrastructure.	The proposed zoning code amendment will allow housing development on parcels created through Urban Lot Splits this results in denser and more efficient use of space to increase housing in already developed areas.
Policy H-2.9 First Time Home Buyers: Encourage affordable housing for first time home buyers.	The proposed zoning code amendment would result in smaller lots and more housing units for sale, which would reduce the cost of new homes and increase affordability for first time home buyers.

Policy H-3.2 Improve Accessibility to Housing: Make it easier to develop housing for seniors and persons with disabilities.	The proposed zoning code amendment would result in smaller lots and more housing units for sale, which would reduce the cost of new homes and increase affordability for seniors and people with disabilities.
Program H-4.1.2 Reduce Capacity Fees for Smaller Units: Consider charging water and sewer capacity fees based on the size of the unit (either square feet or number of bedrooms) in order to ensure that each unit pays its fair share for capacity costs.	The ordinance waves capacity fees for housing units of 750 SF or less which are associated with Urban Lot Splits.

The proposed project does not conflict with any goals, policies, or programs of the 2019 Housing Element.

CONSISTENCY WITH CLUDC SITE PLANNING AND PROJECT DESIGN STANDARDS

The Proposed Amendment is consistent with CLUDC standards with the following State mandated exception.

- **Lot Coverage:** As mandated by state law, housing units developed as a consequence of this ordinance must be exempt from lot coverage calculations if two 800 SF units cannot otherwise be constructed on a lot created through an Urban Lot Split.
- **Set Backs:** As mandated by state law, housing units developed as a consequence of this ordinance have an exception from the code requiring only 4 feet setbacks on the rear and side property lines. Additionally, front yard setbacks must be reduced if two 800 SF units cannot otherwise be constructed on a lot created through an Urban Lot Split.
- **Parking and Traffic:** Again, in compliance with State law, City Council can require that housing units developed as a consequence of this ordinance provide off-street parking so long as that requirement does not preclude an applicant from building at least two units of 800 SF each.

COASTAL RESOURCES ANALYSIS

All Urban Lot Splits and Two Unit projects are required to obtain an administrative Coastal Development Permit and make specific findings that Coastal Act resources will not be impacted. The Coastal Commission's staff has reviewed a draft of the ordinance and suggested modifications which would make it compatible with the Coastal Act, these are noted in brown text in the draft ordinance.

2. General Plan & ILUDC Consistency Analysis

Required Findings

The ILUDC 18.95.060(B) requires that the following findings be made for the amendments to the Inland Land Use and Development Code:

4. The proposed amendment is consistent with the Inland General Plan and any applicable specific plan.
5. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
6. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

The amendment is consistent with relevant policies of the City’s General Plan and the ILUDC as analyzed below.

Land Use Element

The proposed project is consistent with the land use designations of the Land Use Element of the General Plan because state law does not allow local jurisdictions to include the four units allowed through an Urban Lot Split and subsequent development in their density calculations. Thus, while the amendments will allow “higher” residential densities, State law does not allow local jurisdictions to count these increases in density towards density limitations. Thus, density limitations do not need to be modified in the Land Use Element.

The proposed amendment to the ILUDC is **consistent** with the following General Plan Policy in the Land Use Element.

Policy	Analysis
<p>Policy LU-6.1: Preserve Neighborhoods: Preserve and enhance the character of the City’s existing residential neighborhoods.</p>	<p>The Urban Lot Split regulations and associated Urban Unit Development include a number of regulatory requirements that may help Fort Bragg preserve and enhance the character of the City’s existing residential neighborhoods, even with increasing density. The regulatory requirements include various required deed restrictions, owner occupancy for three years, a minimum of a 60/40% lot split, and protections for wetlands and historic resources.</p>

There are no other applicable policies in the land use element.

Public Facilities Element

The proposed amendment to the CLUDC is consistent with the following Coastal General Plan Policies in the Public Facilities Element.

Policy PF-1.2: All new development proposals shall be reviewed and conditioned to ensure that adequate public services and infrastructure can be provided to the development without substantially reducing the services provided to existing residents and businesses.

Analysis: The City of Fort Bragg continues to rely on three surface water sources: Waterfall Gulch (tributary to Hare Creek), Newman Gulch (tributary to Noyo River), and the Noyo River (intake is at Madsen Hole). The water treatment plant was originally constructed in the 1950's, and upgraded in the 1980's, and has a capacity of 2.2 million gallons per day (MGD). While the water supply has not changed, the City has made significant progress in amplifying storage capacity:

- It added an additional 1.5 million gallon finished water storage tank and the Summers Lane Reservoir with a raw water capacity of 14.7 million gallons, creating a total water storage capacity to 22.6 million gallons.
- It installed a desalination batch plant to allow effective use of water from the Noyo during low flow conditions.
- It purchased the "golf course" property with plans to build new water storage capacity on the site.

While there is more than sufficient capacity, the City is also exploring long-term sustainable water strategies that include "purple pipe" transmission of treated recycled waste water and desalinization. The City's potable water system has sufficient capacity to support future development that could occur as a result of the proposed code revision while still accommodating other planned growth in the City.

The City's Water Treatment Plant (WWTP) provides sewage treatment and disposal through the Fort Bragg Municipal Improvement District No. 1 (MID). The MID is somewhat larger than the City as it includes part of the Sphere of Influence. The Wastewater Treatment Plant (WWTP) was constructed in 1971 and underwent a substantial upgrade in 2020. It has a secondary treatment level capacity of 0.8 million gallons per day (MGD) for average dry weather flow (ADWF) and 4.9 MGD Peak Hydraulic Flow. The WWTF also has sufficient capacity to handle additional wastewater that may result from development of housing related to the proposed code revisions.

Additionally, The City anticipates a relatively few number of Urban Lot Splits and Urban Unit Developments per year which would be served by existing infrastructure.

Policy PF-2.1 Development Pays Its Share: Require that new development pay its share of capital improvements and the cost of public services to maintain adequate levels of service.

Analysis: The ordinance includes capacity fees for housing units of more than 750 SF associated with Urban Lot Splits, as permissible by State Law.

There are no other policies that are applicable to the proposed CLUDC updates.

Conservation, Open Space, Energy, and Parks Element

The proposed amendment would be consistent with the policies of the Conservation Element.

Circulation Element

The proposed amendment is consistent the policies of this element and does not conflict with anything in the element.

Community Design, Safety, and Noise Elements

The proposed amendment is consistent the policies of this element and does not conflict with anything in the element.

Policy	Analysis
Policy CD-1.2 Discourage Sameness and Repetitive Residential Designs.	Urban Lot Splits and Two Unit Development can only be undertaken by individual home-owners and would therefore not result in sameness or repetitive design.

Housing Element

The City's Housing Element was updated in 2019 and adopted by the City Council. The proposed amendments to the ILUDC **are consistent** with 2019 Housing Element, including the following relevant policies:

Policy	Analysis
Policy H-1.6 Infill Housing: Encourage housing development on existing infill sites in order to efficiently utilize existing infrastructure.	The proposed zoning code amendment will allow housing development on parcels created through Urban Lot Splits this results in denser and more efficient use of space to increase housing in already developed areas.
Policy H-2.9 First Time Home Buyers: Encourage affordable housing for first time home buyers.	The proposed zoning code amendment would result in smaller lots and more housing units for sale, which would reduce the cost of new homes and increase affordability for first time home buyers.
Policy H-3.2 Improve Accessibility to Housing: Make it easier to develop housing for seniors and persons with disabilities.	The proposed zoning code amendment would result in smaller lots and more housing units for sale, which would reduce the cost of new homes and increase affordability for seniors and people with disabilities.
Program H-4.1.2 Reduce Capacity Fees for Smaller Units: Consider charging water and sewer capacity fees based on the size of the unit (either square feet or number of bedrooms) in order to ensure that each unit pays its fair share for capacity costs.	The ordinance waves capacity fees for housing units of 750 SF or less which are associated with Urban Lot Splits.

The proposed project does not conflict with any policies of the 2019 Housing Element.

Consistency with CLUDC Site Planning and Project Design Standards

The Proposed Amendment is consistent with ILUDC standards with the following State mandated exception.

- **Lot Coverage:** As mandated by state law, housing units developed as a consequence of this ordinance must be exempt from lot coverage calculations if two 800 SF units cannot otherwise be constructed on a lot created through an Urban Lot Split.
- **Set Backs:** As mandated by state law, housing units developed as a consequence of this ordinance have an exception from the code requiring only 4 feet setbacks on the rear and side property lines. Additionally, front yard setbacks must be reduced if two 800 SF units cannot otherwise be constructed on a lot created through an Urban Lot Split.
- **Parking and Traffic:** Again, in compliance with State law, City Council may require that housing units developed as a consequence of this ordinance provide off-street parking so long as that requirement does not preclude an applicant from building at least two units of 800 SF each.



CITY OF FORT BRAGG

416 N. Franklin Street, Fort Bragg, CA 95437

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will conduct a public hearing on ILUDC Zoning Amendment 2-23 and LCP Amendment 2-23 to consider and introduce by title only an ordinance for Urban Lot Splits and Two Unit Development at a regularly scheduled meeting on **Monday, December 11, 2023** at Town Hall, at the corner of Main and Laurel Streets (363 North Main Street), Fort Bragg, California. The public hearing will concern the following item:

Zoning Amendments to the Inland and Coastal Land Use and Development Codes Article 4 “Standards for Specific Land Uses” and Article 8 “Subdivision Regulations & Procedures” to Establish Consistency with Gov. Code, § 66411.7 Parcel Map for Urban Lot Splits: Requirements

FILE NUMBER: ILUDC 2-23 and LCP 2-23. (Former file number ZON 1-23)

FILING DATE: 1/3/2023

APPLICANT: City of Fort Bragg

LOCATION: Residential and Commercial Zoning Districts in the Coastal Zone and the Inland Area.

APN: Various

LOT SIZE: Various

ZONING: Rural Residential, Suburban Residential, Low Density Residential

ENVIRONMENTAL DETERMINATION: Statutorily Exempt from CEQA

PROJECT DESCRIPTION: (1) Introduce, by title only, and waive further reading of Ordinance 897-2023 amending Division 18 to the Fort Bragg Municipal Code to adopt amendments to the Inland Land Use and Development Codes (Division 18 of the Fort Bragg Municipal Code) to comply with recent changes in State of California Housing Law Related to Urban Lot Splits and Two Unit Development and (2) Adopt a Resolution of the City Council to submit a Local Coastal Plan Amendment Application to the Coastal Commission amending the Coastal Land Use and Development Code (Division 17 of the Fort Bragg Municipal Code) to Comply with Recent Changes in State of California Housing Law Related to Urban Lot Splits and Two Unit Development.

The hearing will be opened for public participation. All interested persons are invited to appear at that time to present their comments, either in person at Town Hall or virtually using the Zoom information provided at the time of agenda publication. The public comment period runs from the date this notice is published until the date of the hearing to allow sufficient time for submission of comments by mail.

The document is available for review and/or copying during normal office hours at Fort Bragg City Hall, 416 North Franklin Street, Fort Bragg, California. The Agenda Item Summary and supporting documents that will be considered by Councilmembers will be available for review after publication of the agenda packet at Fort Bragg City Hall and also on the City’s website: <https://www.city.fortbragg.com/>.

Written communications must be received no later than the meeting date. At the conclusion of the public hearing, the Fort Bragg City Council will consider the recommended environmental determination.

DATED: November 22, 2023

Cristal Munoz, Acting City Clerk

POSTING/MAILING ON OR BEFORE: November 30, 2023
PUBLICATION DATE: November 30, 2023

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg in the City Clerk’s Office; and that I caused this notice to be posted in the City Hall Notice case on or before November 30, 2023.

Cristal Munoz, Acting City Clerk



City of Fort Bragg

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

Text File

File Number: 23-421

Agenda Date: 12/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8A.

Receive Report and Consider Adoption of City Council Resolution Approving Redwood Waste Solutions Residential, Commercial and Multifamily, and Rolloff Rate Increases



AGENCY: City Council
MEETING DATE: December 11, 2023
DEPARTMENT: Public Works
PRESENTED BY: Alfredo Huerta
EMAIL ADDRESS: ahuerta@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:
Receive Report and Consider Adoption of City Council Resolution Approving Redwood Waste Solutions Residential, Commercial and Multifamily, and Rolloff Rate Increases

ISSUE:
 The City’s current Franchise Agreement (Agreement) with Redwood Waste Solutions, Inc. (RWS), provides for the approval of all increases in rates and charges by the City Council prior to such rates and charges becoming effective.

Pursuant to Article 9 of the Agreement, RWS is entitled to annual rate adjustments in the form of pass-through adjustments, cost-of-living, fuel rate, and commodity price adjustments as of January 1st of each year. The pass-through adjustments included in this proposed fee increase result from increases in solid waste disposal, including recyclables and green waste. RWS has calculated the January 1, 2024 rate increase of 1.66% and is requesting the City’s approval. By comparison, the rate adjustment approved for January 2023 was 13.23%. Rate increases for each type of service are set forth in Attachment 2.

ANALYSIS:

Application of Adjustments

Pass-through adjustments are provided for in the Agreement (Attachment 3, Article 9.3.1, Pass-through Rate Adjustment). The Agreement states that a City surcharge or an increase in a City-owned disposal charge will be “passed-through” to the rate.

This pass-through adjustment, cost-of-living, fuel rate, and commodity price adjustments requested by RWS is based on the following increases in disposal cost over the last year:

Cost-of-Fuel Adjustment (COFA)	
	Index
Average Monthly Value for 12 Mths Leading up to Oct-22	5.86
Average Monthly Value for 12 Mths Leading up to Oct-23	5.42
	Δ -0.44
	% -7.51%
OCT-YTD Fuel Amount	\$298,969
OCT-YTD Cost of Ops	\$2,811,947
Total Fuel / Total Cost of Ops	11%
Total	-0.80%

AGENDA ITEM NO. _____

Cost-of-Living Adjustment (COLA)	
22-Oct	332.06
23-Oct	341.22
Δ	9.16
%	2.76%
OCT-YTD Op. Ex - D&F	\$1,847,774
OCT-YTD Cost of Ops	\$2,811,947
Total Op. Exp less Disposal & Fuel / Total Cost of Ops	66%
Total	1.63%

Pass Through Disposal + Pass-Through Recycling + Pass-Through Organics Rate Adjustments (PTDRA+RCVA+OCFA)	
Fort Bragg	
MSW	0.57%
Organics	0.11%
Recycling	0.15%
Total	0.82%

Expense Allocation %	COFA		Fuel % Change		Weighted % Change
	COFA	11%	Fuel %	-7.51%	
	COLA	66%	CPI %	2.76%	
Disposal Pass Through	24%	Disposal %	Varies per Material	0.82%	

1.66% Total Rate Adj. Effective 1/1/2024

Fuel cost is approximately 11% of the total expense allocation. As a result, the 7.51% decrease in the fuel component reduces the rate by 0.80%. Cost-of-Living is approximately 66% of the total expense allocation. As a result, the 2.76% increase in the cost of providing services (cost-of-living) component increases the rates by 1.63%. Disposal costs is approximately 24% of the total expense allocation. As a result the 4% increase in the disposal component increases the rates by 0.82%. There is no retroactive adjustment included in this rate increase.

The typical residential customer will see an increase from \$37.49 to \$38.11 a month.

City Approval of Rate Increases

The Agreement Article 9.1.1, titled City’s Powers, provides for City approval of all rates:

The Fort Bragg City Council shall set and regulate all rates and charges assessed by Contractor for any and all services and activities it performs or engages in the Franchise Area, which are covered under this Agreement.

The Agreement Article 9.2, titled Rate Requirements, provides for modifications to the rates:

C. The rates specified in Exhibits A, B, and C may be modified in accordance

with the Rate Adjustments as described in this Agreement.

Staff has reviewed the rate adjustment calculations and concurs that they have been calculated correctly.

Follow link below to access complete franchise agreement:

<https://www.city.fortbragg.com/home/showpublisheddocument/4011/638112994517000000>

RECOMMENDED ACTION:

Staff recommends that the Council adopt the Resolution to approve the rates attached as Attachment No. 2.

ALTERNATIVE ACTION(S):

Do not approve the Resolution or the RWS rate increases. However, the Franchise Agreement requires the City to provide rate adjustments, so long as they meet the terms of the Agreement.

FISCAL IMPACT:

The financial impacts extend to both residents and businesses in the City of Fort Bragg due to the proposed increase in rates. Elevated fees within the City directly correlate with a corresponding increase in franchise fees received by the City's general fund. These fees are tied to the gross revenue generated within the City limits.

GREENHOUSE GAS EMISSIONS IMPACT:

The price increases are not expected to have any direct impact on greenhouse gas emissions, although any action that encourages a reduction in the waste stream through diversion, composting or reduced production of waste will reduce creation of methane gas in landfills and reduce the number of truck trips to haul the waste to recycle centers, compost facilities and/or the landfill.

CONSISTENCY:

Approval of the rate increases are consistent with the terms of the current Franchise Agreement.

IMPLEMENTATION/TIMEFRAMES:

Rate increases will be effective January 1, 2024, without any retroactive portion. As a reminder, the current Franchise Agreement expires on June 30, 2032.

ATTACHMENTS:

1. Resolution
2. Rate Increase Submittal

NOTIFICATION:

1. Bruce McCracken, Vice President, C&S Waste Solutions of California

RESOLUTION NO. ____-2023

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING REDWOOD WASTE SOLUTIONS PROPOSED RESIDENTIAL,
COMMERCIAL, MULTIFAMILY, AND ROLLOFF RATE CHANGES**

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, pursuant to California Public Resources Code Section 40059 (a) (2), the City Council of the City of Fort Bragg (City) determined that public health, safety and well-being require that an exclusive franchise be awarded to a qualified solid waste enterprise for the collection and recovery of solid waste from certain residential, industrial and commercial areas in the City; and

WHEREAS, the City and Redwood Waste Solutions, Inc. (RWS) executed a Franchise Agreement (Agreement) dated December 1, 2021; and

WHEREAS, the City's intention in executing the Agreement with RWS was to maintain reasonable rates for collection and transportation of solid waste, discarded recyclable materials and green waste within the area covered by the Agreement; and

WHEREAS, the Agreement provides for approval by the City Council of rates and charges by RWS; and

WHEREAS, the Agreement provides for pass-through adjustments, cost-of-living, fuel rate, and commodity price adjustments, when applicable; and

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

1. That the rate adjustments outlined in Exhibit A are consistent with the Franchise Agreement.
2. That the 1.66% rate increase associated with the pass-through disposal adjustment, cost-of-living, fuel rate, and commodity price adjustments is to be applied January 1, 2024

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg does hereby approve the rate adjustments as set forth in Exhibit A for Residential, Commercial and Multifamily, and Roll-off services within the City limits, with the pass-through disposal adjustment, cost-of-living, fuel rate, and commodity price adjustments, effective January 1, 2024.

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 11th day of December 2023, by the following vote:

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

**BERNIE NORVELL
Mayor**

ATTEST:

**Cristal Munoz
Acting City Clerk**



City of Fort Bragg
Rate Schedule - Single Family
 Effective January 1, 2024

AUTOMATED CART SERVICE				
		Current	New	
TRASH				
96 gallon cart	Weekly	\$112.51	\$114.37	per mo.
64 gallon cart	Weekly	\$74.98	\$76.22	per mo.
32 gallon cart	Weekly	\$37.49	\$38.11	per mo.
20 gallon cart	Weekly	\$24.92	\$25.33	per mo.
RECYCLING				
96 gallon cart	Weekly	Included		
ORGANIC WASTE				
96 gallon cart	Weekly	Included		
ADDITIONAL CARTS				
TRASH				
96 gallon cart	Weekly	\$84.38	\$85.78	per mo.
64 gallon cart	Weekly	\$56.24	\$57.17	per mo.
32 gallon cart	Weekly	\$28.12	\$28.59	per mo.
20 gallon cart	Weekly	\$18.70	\$19.01	per mo.
RECYCLING				
96 gallon cart	Weekly	\$16.99	\$17.27	each after first two
ORGANIC WASTE				
96 gallon cart	Weekly	\$16.99	\$17.27	each after first two
ADDITIONAL SERVICES				
Bulky item collection	per occurrence	\$50.96	\$51.80	after first two
Drive in/ backyard service less than 100 ft.	per month	\$16.99	\$17.27	
Extra residential pickup	per occurrence	\$13.59	\$13.82	
Extra bag on service day up to 20 lbs.	per occurrence	\$9.06	\$9.21	
Animal resistant cart	per month	Please call our office for pricing		
ADDITIONAL FEES				
Contamination fee	per occurrence	\$28.31	\$28.78	
Overflowing cart fee	per occurrence	\$9.06	\$9.21	
Return check fee	per occurrence	\$28.31	\$28.78	
Late fee/finance charge	per month	2.00%	1.50%	
Cart Delivery	per occurrence	\$50.96	\$51.80	after one time per year
Cart Removal	per occurrence	\$50.96	\$51.80	after one time per year
Cart Exchange	per occurrence	\$62.28	\$63.31	after one time per year
Cart Replacement				
96 gallon cart	per occurrence	\$130.22	\$132.38	after one time per year
64 gallon cart	per occurrence	\$124.56	\$126.62	after one time per year
32 gallon cart	per occurrence	\$118.90	\$120.87	after one time per year
20 gallon cart	per occurrence	\$113.23	\$115.11	after one time per year



City of Fort Bragg
Rate Schedule - Multi Family
 Effective January 1, 2024

Current

TRASH COLLECTION (Includes 96-Gallon Recycling and 96-Gallon Organics)						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$45.28					
64-Gallon Cart	\$90.54					
96-Gallon Cart	\$135.83					
1 CY Bin	\$272.65	\$388.46	\$517.13			
1.5 CY Bin	\$365.64	\$575.19	\$754.18			
2 CY Bin	\$471.83	\$768.96	\$998.89	\$1,295.83	\$1,431.40	
3 CY Bin	\$553.68	\$983.84	\$1,413.74	\$1,843.83	\$2,273.90	
4 CY Bin	\$862.71	\$1,548.80				
2 CY Compactor	\$767.92	\$1,326.44				
3 CY Compactor	\$837.27	\$1,396.75				
4 CY Compactor	\$989.90	\$1,879.47				

RECYCLING ONLY COLLECTION						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
96-Gallon Cart	\$67.91					
1 CY Bin	\$136.32	\$194.23	\$258.56			
1.5 CY Bin	\$182.82	\$287.59	\$377.09			
2 CY Bin	\$235.91	\$384.48	\$499.45	\$647.91	\$715.70	
3 CY Bin	\$276.84	\$491.93	\$706.87	\$921.91	\$1,136.96	
4 CY Bin	\$431.36	\$774.40	\$988.94	\$1,331.72	\$1,674.69	
2 CY Compactor	\$383.97	\$663.23				
3 CY Compactor	\$418.64	\$698.38				
4 CY Compactor	\$494.95	\$939.74				

ORGANICS COLLECTION (Green Waste and Food Waste Only)						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
96-Gallon Cart	\$101.87					
1 CY Bin	\$204.49	\$291.35	\$387.85			
1.5 CY Bin	\$274.23	\$431.39	\$565.63			
2 CY Bin	\$353.87	\$576.72	\$749.17	\$971.86	\$1,073.55	
3 CY Bin	\$415.27	\$737.88	\$1,060.30	\$1,382.87	\$1,705.43	
4 CY Bin	\$647.04	\$1,161.61	\$1,483.41	\$1,997.58	\$2,512.04	

New

TRASH COLLECTION (Includes 96-Gallon Recycling and 96-Gallon Organics)						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$46.03					
64-Gallon Cart	\$92.04					
96-Gallon Cart	\$138.08					
1 CY Bin	\$277.17	\$394.89	\$525.70			
1.5 CY Bin	\$371.70	\$584.72	\$766.67			
2 CY Bin	\$479.65	\$781.70	\$1,015.44	\$1,317.29	\$1,455.11	
3 CY Bin	\$562.85	\$1,000.14	\$1,437.16	\$1,874.37	\$2,311.57	
4 CY Bin	\$877.00	\$1,574.45				
2 CY Compactor	\$780.64	\$1,348.41				
3 CY Compactor	\$851.14	\$1,419.89				
4 CY Compactor	\$1,006.30	\$1,910.60				

RECYCLING ONLY COLLECTION						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
96-Gallon Cart	\$69.03					
1 CY Bin	\$138.58	\$197.45	\$262.84			
1.5 CY Bin	\$185.85	\$292.35	\$383.34			
2 CY Bin	\$239.82	\$390.85	\$507.72	\$658.64	\$727.56	
3 CY Bin	\$281.43	\$500.08	\$718.58	\$937.18	\$1,155.79	
4 CY Bin	\$438.51	\$787.23	\$1,005.32	\$1,353.78	\$1,702.43	
2 CY Compactor	\$390.33	\$674.22				
3 CY Compactor	\$425.57	\$709.95				
4 CY Compactor	\$503.15	\$955.31				

ORGANICS COLLECTION (Green Waste and Food Waste Only)						
SERVICE LEVEL	COLLECTION FREQUENCY					
	1/week	2/week	3/week	4/week	5/week	6/week
96-Gallon Cart	\$103.56					
1 CY Bin	\$207.88	\$296.18	\$394.27			
1.5 CY Bin	\$278.77	\$438.54	\$575.00			
2 CY Bin	\$359.73	\$586.27	\$761.58	\$987.96	\$1,091.33	
3 CY Bin	\$422.15	\$750.10	\$1,077.86	\$1,405.78	\$1,733.68	
4 CY Bin	\$657.76	\$1,180.85	\$1,507.98	\$2,030.67	\$2,553.65	



City of Fort Bragg
Rate Schedule - Temp Services
 Effective January 1, 2024

TEMPORARY SERVICES	Unit	Current	New	
Special Pick-Up up to 3 cubic yards	each	\$169.85	\$172.66	
Additional Standby and Loading Time	per hour	\$62.28	\$63.31	
TEMPORARY BINS				
3 Cubic Yard Temporary Bin				
Delivery, Removal and up to 7 days rental	per bin	\$220.81	\$224.47	
Each additional pickup	per occurrence	\$107.57	\$109.35	
4 Cubic Yard Temporary Bin				
Delivery, Removal and up to 7 days rental	per bin	\$311.40	\$316.56	
Each additional pickup	per occurrence	\$164.19	\$166.91	
OTHER SERVICES				
Locking Bin, Lock on Gate, enclosure Monthly Fee	per lock, per month	\$14.15	\$14.38	
Trip Charge/Dry Run	per occurrence	\$141.54	\$143.88	
Delivery Charge	per occurrence	\$96.25	\$97.84	after one time per year
Delivery Charge Commercial Carts	per occurrence	\$50.96	\$51.80	after one time per year
Cart Contamination fee: Trash, Recycle, Organics				
First time warning, no charge.	per occurrence	\$33.97	\$34.53	
Bin Contamination fee: Trash, Recycle, Organics				
First time warning, no charge.	per occurrence	\$141.54	\$143.88	
Exchange – Cart - One free each year	per occurrence	\$73.60	\$74.82	
Exchange – Bin - One free each year	per occurrence	\$169.85	\$172.66	
Compactor Cleaning (2, 3 & 4 cy)	per occurrence	\$509.56	\$518.00	
Container Cleaning	per occurrence	\$254.78	\$259.00	
Overflowing Cart Fee	per occurrence	\$11.32	\$11.51	
Overflowing Bin Fee	per occurrence	\$43.71	\$44.43	per 1/2 yard
Locking Bar Installation with Lock/Key	per occurrence	\$141.54	\$143.88	
Replacement Key	per occurrence	\$16.99	\$17.27	
Pal Out Charge - Container	per month	\$107.57	\$109.35	
Per Day Temp Bin Rent after 7 days	per occurrence	\$16.99	\$17.27	
Roll-off Compactor Charge per Pull (20 & 30 cy)	per pull	\$594.48	\$604.33	Plus Disposal & FF
Roll-off Relocation	per occurrence	\$56.62	\$57.56	
Return Check Fee	per occurrence	\$28.31	\$28.78	
Late Fee / Finance Charge	per month	1.50%	1.50%	



City of Fort Bragg
Rate Schedule - Additional Services
 Effective January 1, 2024

TEMPORARY SERVICES		Current	New	Notes
Special Pick-Up up to 3 cubic yards	each	\$169.85	\$172.66	
Additional Standby and Loading Time	per hour	\$62.28	\$63.31	
TEMPORARY BINS				
3 Cubic Yard Temporary Bin				
Delivery, Removal and up to 7 days rental	per bin	\$220.81	\$224.47	
Each additional pickup	per occurrence	\$107.57	\$109.35	
4 Cubic Yard Temporary Bin				
Delivery, Removal and up to 7 days rental	per bin	\$311.40	\$316.56	
Each additional pickup	per occurrence	\$164.19	\$166.91	
OTHER SERVICES				
ROLL-OFF PULL RATES				
Roll-Off Containers billed on a per pull plus disposal fee				
10 Cubic Yard Container	per pull per haul	\$481.25	\$489.22	plus Disposal and FF
20 Cubic Yard Container	per pull per haul	\$481.25	\$489.22	plus Disposal and FF
30 Cubic Yard Container	per pull per haul	\$481.25	\$489.22	plus Disposal and FF
40 Cubic Yard Container	per pull per haul	\$481.25	\$489.22	plus Disposal and FF



Annual Rate Adjustment Calculation City of Fort Bragg

Cost-of-Fuel Adjustment (COFA)		
	Index	
Average Monthly Value for 12 Mths Leading up to Oct-22	5.86	
Average Monthly Value for 12 Mths Leading up to Oct-23	5.42	
	Δ	-0.44
	%	-7.51%
OCT-YTD Fuel Amount	\$298,969	
OCT-YTD Cost of Ops	\$2,811,947	
Total Fuel / Total Cost of Ops	11%	
Total		-0.80%

Total RA	
Fort Bragg	1.66%

Cost-of-Living Adjustment (COLA)		
	22-Oct	332.06
	23-Oct	341.22
	Δ	9.16
	%	2.76%
OCT-YTD Op. Ex - D&F	\$1,847,774	
OCT-YTD Cost of Ops	\$2,811,947	
Total Op. Exp less Disposal & Fuel / Total Cost of Ops	66%	
Total		1.63%

Pass Through Disposal + Pass-Through Recycling + Pass-Through Organics Rate Adjustments (PTDRA+RCVA+OCFA)	
Fort Bragg	
MSW	0.57%
Organics	0.11%
Recycling	0.15%
Total	0.82%



City of Fort Bragg

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

Text File

File Number: 23-427

Agenda Date: 12/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8B.

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



AGENCY: City of Fort Bragg
MEETING DATE: December 11, 2023
DEPARTMENT: Police
PRESENTED BY: Chief Neil Cervenka
EMAIL ADDRESS: ncervenka@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Extreme Weather Shelter Program Reimbursement Contract

ISSUE:

Winter weather on the north coast of California can produce events which are life threatening. Rain and near or sub-freezing temperatures increase the risk of hypothermia among the unhoused who are exposed to the elements.

The Fort Bragg Police Department assumed responsibility for the Extreme Weather Shelter (EWS) in 2021 in an effort to increase efficiency and structure. In 2022, program administration moved to the recently established Care Response Unit. Funding for the EWS was patched together with funding from Mendocino County and the City of Fort Bragg.

The multiple extreme weather events in early 2023 caused funding to dwindle and the fear was there would be no funding available to provide shelter for future weather events. Mendocino County desired to stabilize requests for HHAP funding and implemented a Request for Proposals to fund organizations who serve the homeless.

Fort Bragg Police Department submitted a proposal for \$81,900 for motel vouchers, personnel, and administrative costs to administer the Extreme Weather Shelter for one year. Fort Bragg Police Department's proposal was approved for the full amount and an additional year was added to the contract for the same amount.

ANALYSIS:

During the winter of 2023/2024, 462 motel rooms housed a total of 82 unduplicated individuals during harsh weather events. Many of those people would have been in storefront alcoves, parks, and other private property to find shelter during the storms. Furthermore, very cold temperatures can kill.

When analyzing data from previous years, we noted less police calls for service involving homeless individuals comparing December 2021 to December 2022. In fact, it was an astounding 76% drop in calls. The amount of police officer time saved is difficult to calculate, but using an average of 20 minutes per call, it would be over 61 hours of officer time saved. The only change year over year was CRU operation of the EWS.

There is no legal requirement EWS be provided, but we have found it is the compassionate thing to do and improves the quality of life for the entire community. EWS

AGENDA ITEM NO. _____

provides another opportunity for Social Services to interact with the homeless population and guide them to better housing solutions.

The contract also provides funds to hire a part time clerical to assist with weekend check-in and data entry during the week. Last year we learned Social Services Liaisons were spending many hours per week in the office entering information into computer systems for EWS. This prevented them from field work, which is what makes the Care Response Unit program so successful.

FISCAL IMPACT:

All costs are fully reimbursed by Mendocino County up to \$81,900. The program will end on March 31, 2024 or when \$70,000 budgeted for motel vouchers is exhausted.

RECOMMENDED ACTION:

Approve budget amendment in the amount of \$81,900 to be added to Social Services Liaison (Account 110-4202) and authorize City Manager to sign contract with Mendocino County for reimbursement up to \$81,900 for the Extreme Weather Shelter.

ALTERNATIVE ACTION(S):

1. No action.

ATTACHMENTS:

1. Exhibit A: County of Mendocino 2023 Homeless Housing, Assistance and Prevention Program RFP 040-23 Cost Plan.

RESOLUTION NO. XXX-2023

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING BUDGET AMENDMENT NO. 2023/24-09 OF \$81,900 ADDING FUNDS TO POLICE DEPARTMENT – SOCIAL SERVICES TO FUND THE 2023/24 EXTREME WEATHER SHELTER PROGRAM AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT WITH MENDOCINO COUNTY FOR REIMBURSEMENT OF FUNDS NOT TO EXCEED \$81,900 (ACCOUNT NO. 110-4202)

WHEREAS, the Fort Bragg Police Department has administered the Extreme Weather Shelter for the past two years; and

WHEREAS, winter weather on the coast can be life threatening; and

WHEREAS, last winter 462 motel rooms housing 82 unduplicated individuals were needed; and

WHEREAS, the Fort Bragg Police Department submitted a proposal to Mendocino County Social Services to use Homeless Housing Assistance and Prevention (HHAP) funds to administer an Extreme Weather Shelter; and

WHEREAS, the Extreme Weather Shelter will provide motel vouchers during weather events to our most vulnerable population; and

WHEREAS, the program will provide a greater opportunity for Social Services Liaisons to interact with the homeless population; and

WHEREAS, the Extreme Weather Shelter program will decrease the number of homeless individuals trespassing on private property to stay dry; and

WHEREAS, funding for a part-time clerical assistant for the duration of the Extreme Weather Shelter contract is included; and

WHEREAS, the Extreme Weather Shelter program is an important way the Police Department demonstrates Concern, Compassion and Courage; and

WHEREAS, the program dates are December 1, 2023 – March 31, 2024 as approved by Mendocino County; and

WHEREAS, Mendocino County has approved this program for two years; and,

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

1. The adjustments to the FY 2023-24 Budget have been identified and are necessary, as shown in Exhibit A.

2. The costs associated with the Extreme Weather Shelter are fully reimbursable through the HHAP funds.
3. The City Manager is authorized to execute a contract with Mendocino County for 2023/24 and 2024/25 to reimburse the City of Fort Bragg for associated and approved costs of the Extreme Weather Shelter not to exceed \$81,900 for each year.
4. The foregoing recitals are true and correct and are made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby amend the previously adopted FY 2023/24 Budget to incorporate the changes enumerated in Exhibit C, and authorize the City Manager to execute an agreement with the County to provide Extreme Weather Shelter services in an amount not to exceed \$81,900 from Account No 110-4202 which is fully reimbursable;

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 December 11, 2023, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

CRISTAL MUNOZ
Acting City Clerk



FORT BRAGG POLICE DEPARTMENT

250 Cypress Street
Fort Bragg, CA 95437-5437

NEIL J. CERVENKA
Chief of Police

(707) 961-2800
Fax: (707) 961-2806

RFP No. 040-23
2023 Homeless Housing, Assistance and Prevention Program

Cost Plan

Fort Bragg Police Department has a pre-negotiated rate with Motel 6 of \$145.99 per room per night, including tax. Rooms have two beds, so two people can be assigned to each room. This pre-negotiated rate includes the extra staff Motel 6 has during historically slow business times, the administrative cost associated with tracking and invoicing the Police Department monthly, and additional cleaning required. This cost does not include any damages that may occur to the rooms being used by EWC clients.

From December 1, 2022 – March 31, 2023, 462 rooms were rented for unhoused individuals during nights with rain or temperatures under 40 degrees. This equates to a cost of approximately \$67,500.

Anticipating extreme weather months in advance is challenging, even for the National Weather Service. However, current projections predict rain half of the days of December and January. February and March are predicted, as of now, to be very wet months.

For these reasons, we are anticipating a room cost of \$70,000.

Clerical support is critical for this program to function properly. Inputting current data on clients ensures our Care Response Unit can direct appropriate resources to them. The clerical support would assist with check in on evenings the EWS is activated. When no EWS is active, the clerical support would handle invoices, billing, database entry, updating of restricted lists, and coordination with stakeholders.

A part-time clerical support for the four months of the EWS will cost \$7,000. They will be paid \$20/hour and work 20 hours per week. However, as we saw with the frequent “atmospheric rivers” that brought dangerous weather to coast last year, they may be needed for additional hours. Therefore, we are projecting the need for an additional \$1,000 to be used for additional clerical hours and overtime costs for the Social Services Liaisons, who will conduct random room checks to ensure clients are not abusing the program.

Room rent cost: \$70,000

- This would cover approximately 480 rooms
- 480 rooms would house 960 clients throughout the four month program
- Motel 6 will invoice monthly
- If weather projections are incorrect, this cost would be less.

Clerical support: \$7,000

- Part time (20 hours/week)
- \$20/hour

Overtime costs: \$1,000

- Clerical exceeding 20 hours per week
- Social Services Liaisons (CRU) on overtime for room checks and outreach

Indirect Administrative Costs: \$3,900 (5%)

- Recruitment/hiring/background of Clerical
- Office space
- Record keeping and storage
- Office supplies

Total program cost: \$81,900

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **CITY OF FORT BRAGG**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and

WHEREAS, COUNTY desires CONTRACTOR to operate the Mendocino Coast Emergency Winter Shelter during severe weather conditions; and

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
- Appendix A Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
- Attachment 1 Invoice and Reports

The term of this Agreement shall be from December 1, 2023 (the "Effective Date"), and shall continue through March 31, 2024.

The compensation payable to CONTRACTOR hereunder shall not exceed Eighty-One Thousand Nine Hundred Dollars (\$81,900) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: _____
Bekkie Emery, Social Services Director

Date: _____

Budgeted: Yes
Budget Unit: 0446
Line Item: 86-3112
Org/Object Code: VRH10
Grant: Yes
Grant No.: 22-HHAP-20041

COUNTY OF MENDOCINO

By: _____
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

CONTRACTOR/COMPANY NAME

By: _____
Neil J. Cervenka, Chief of Police

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

CITY OF FORT BRAGG
250 Cypress St.
Fort Bragg, CA 95437
707-961-2804
ncervenka@fortbragg.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: _____
Deputy

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed RFP 040-23
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Located within city limits in Mendocino County

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of Social Services
Adult & Aging Services
P.O. Box 839
Ukiah, CA 95482
Attn: Veronica Wilson

To CONTRACTOR: CITY OF FORT BRAGG
250 Cypress St.
Fort Bragg, CA 95437
Attn: Neil J. Cervenka

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and

other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY

should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$81,900 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter

thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally

accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

I. Overview

The State of California has established the Homeless Housing, Assistance, and Prevention Program (“HHAP” or “Program”) with the goal of providing one-time flexible block grant funds to Continuums of Care and Counties to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing, and supporting the efforts of those individuals and families to maintain their permanent housing.

This Agreement is funded through Round 3 and/or Round 4 joint allocations of HHAP funding. As such, CONTRACTOR must comply with all rules and regulations of the Program.

II. CONTRACTOR shall provide the following services:

A. Coast Emergency Winter Shelter

1. Operations between the CONTRACTOR and the COUNTY will commence on December 1, 2023, and will run through March 31, 2024, or until funding is no longer available to support the services.
2. Motel vouchers will be issued by the Fort Bragg Police Department under the Care Response Unit (CRU), with support as needed from the Fort Bragg Police Officers during severe weather conditions or in emergency situations where it is necessary to ensure an individual or family’s safety.

B. Access to shelter for individuals and families experiencing homelessness on the Mendocino Coast during severe weather conditions.

1. Homeless individuals will be provided motel vouchers when all other emergency shelter projects in Coastal Mendocino County are at capacity. Homeless individuals will be expected to share a double occupancy room with a second individual unless extraordinary conditions exist.
2. Homeless families with children under the age of sixteen (16), the elderly, and severely disabled individuals will be a priority for the motel vouchers, which will be available when all other emergency shelter projects in Coastal Mendocino County are at capacity.

3. Persons interested in shelter services will be directed to the Mendocino Coast Hospitality Center/House, which will take the names of those they do not have room for. This list will be provided to CONTRACTOR when CRU Staff arrive at Mendocino Coast Hospitality Center/House.

C. Enforcement of Program Eligibility requirements:

1. Adults and families with minor children who are experiencing homelessness as defined by the U.S. Department of Housing and Urban Development (HUD) McKinney-Vento Homeless Assistance Act as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), found in [24 CFR Parts 91, 582, and 583](#), as well as California State regulations pertaining to the Emergency Solutions Grant, [CCR Title 25, Division 1, Chapter 7](#).

D. Coordinate with other agencies:

1. Collect, input, and use required Homeless Management Information System (HMIS) data documentation and processes for determining priority and providing appropriate services to individuals and families with children, as approved by the Mendocino County Homeless Services Continuum of Care (MCHSCoC).
 - a. Complete intake forms including HMIS-required components within the first twenty-four (24) hours of contact and enter data into HMIS within seventy-two (72) hours of initial contact with the individual/family.
 - b. This is required for persons provided shelter through the contracted services. Failure to document or enter the required information within two (2) weeks of the stay may result in non-payment for these individuals.
2. Maintain active membership and participate in the MCHSCoC meetings and all recommended trainings.

E. Development and maintenance of policies and procedures that address:

1. Eligibility criteria for occupancy, discharge, and uniform application.
2. The rights and dignity of individuals to the fair and unbiased application of rules, second chances, and grievances.
3. Require all persons served under this Agreement to observe the house rules of the shelter facility, and if rules are not followed, may be required to leave the facility.
4. The right to refuse emergency shelter services to any person(s) exhibiting dangerous or abusive behavior or with a history of same behavior or has

engaged in violence or verbally abusive language during check-in or at any point during their stay in the motel.

F. Be responsible for other terms and conditions by:

1. Maintaining an incident log that accurately documents all incidents regardless of type including those involving building and grounds, animals, neighbors, staff, and individuals. This log shall be made available to COUNTY for review at any time.
2. Establishing and maintaining a ban list of people who engage in any of the following behaviors: possession or sale of illegal substances on site, threats, violence, or verbally abusive language at the shelter.
3. Allowing logs and ban lists to be made available for review by local law enforcement when responding to an incident at the site.
4. Maintaining confidentiality of client files.

G. Reporting (Attachment 1):

1. Submit reports on client Bed Nights Served.
 - a. Itemized number of persons receiving or denied services.
 - b. Motel Vouchers issued.

H. Compliance with the following regulations:

1. [California Assembly Bill No. 140 Housing, Chapter 111](#)
2. California Code, [Health and Safety Code § 50218.7](#).

III. COUNTY shall:

- A. Provide HMIS Lead staff as trainers and support for the collection of data required for reporting purposes.
- B. Provide payment according to the criteria of the invoice/reports and the attached budget (Exhibit B).
- C. Appoint a representative of the Social Services Department to act as a liaison with the CONTRACTOR for housing and homelessness-related services.
- D. Monitor the project as required by California Interagency Council on Homelessness (Cal ICH).

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. COUNTY will pay CONTRACTOR as per the following instructions:

Expenditure	Units	Cost	Total
Motel Vouchers (\$129/night +taxes)	480 rooms	\$146/room	\$70,080
Clerical Support	333 hours	\$21.00/hr	\$7,000
Social Services Liaisons – Overtime for Room Checks & Outreach		\$31.50/hr	\$1,000
Indirect Administrative Costs	Up to 5% of Expenses		\$3,820
TOTAL			\$81,900

A. Submission of claims and reports (Attachment 1) will comply as follows:

1. CONTRACTOR shall submit original receipts and invoices for actual costs. This includes CONTRACTOR and subcontractor timesheets, payroll reports and paycheck stubs for all invoices that include personnel expenses.
2. CONTRACTOR shall submit invoices by the fifteenth (15th) day of the month for all services provided to clients in the previous month. Invoices shall be submitted to:

Veronica Wilson, Program Administrator, or designee
Adult and Aging Services – HCU, Department of Social Services
747 S. State St.
Ukiah, CA 95482
wilsonv@mendocinocounty.gov

3. Invoices submitted ninety (90) days past the due date must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of the late invoice.
4. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.

B. This is a one-time project and the CONTRACTOR should make no assumption of continued funding from the COUNTY for this purpose at the end of this contract period.

II. Payments under this Agreement shall not exceed Eighty-One Thousand Nine Hundred Dollars (\$81,900) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
MENDOCINO COUNTY
Department of Social Services
**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR: **CITY OF FORT BRAGG**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and **HEREBY GIVE ASSURANCE THAT** it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and **THE CONTRACTOR HEREBY GIVES ASSURANCE THAT** administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on **CONTRACTOR** directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date
250 Cypress St., Fort Bragg, CA 95437
Address of **CONTRACTOR**

CONTRACTOR Signature

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

<p>_____ Neil J. Cervenka (Type Name)</p>	<p>_____ CITY OF FORT BRAGG (Organization Name)</p>
<p>_____ Chief of Police (Title)</p>	<p>_____ 250 Cypress St. Fort Bragg, CA 95437 (Organization Address)</p>
<p>_____ (Signature)</p>	<p>_____ (Date)</p>

Attachment 1

INVOICE & REPORTS

City of Fort Bragg – VENDOR # 2022-2023 CONTRACT NUMBER: SS #

Vendor Send to

<p>City of Fort Bragg 416 N. Franklin Street Fort Bragg, CA 95437</p>		<p>Veronica Wilson, Program Administrator Mendocino County Social Services, Adult & Aging Services P.O. Box 839, Ukiah, CA 95482 707 468-7071 or email to: WilsonV@MendocinoCounty.gov</p>	
<p>Invoice for</p>		<p>Total Amount of Invoice</p>	
<p>November 2023</p>		<p>\$</p>	
<p>Spreadsheet and Reports Required with Invoice</p>	<p>Report Required</p>	<p>Contract Number Budget Unit Account String</p>	<p>Amount</p>
<p>Motel Vouchers</p>	<p>1 & 2</p>	<p>SS #</p>	<p>\$0.00</p>
<p>HMIS Services</p>			<p>\$0.00</p>
<p>Food and Service Vouchers (used only when necessary and not provided to all shelter guests)</p>	<p>2</p>	<p>SS #</p>	<p>\$0.00</p>
<p>Misc. Expenses (including costs for extraordinary motel cleaning, damage, etc.)</p>	<p>2</p>	<p>SS #</p>	<p>\$0.00</p>
<p>TOTAL</p>			<p>\$0.00</p>

<p>I Hereby Certify The Services Described Above Have Been Performed and No Prior Claim Has Been Presented for Said Services.</p>	<p>I Hereby Certify The Services Described Above Were Necessary for Use by the Department</p>
<p>Authorized Signatory City of Fort Bragg</p> <p style="text-align: right;">Date _____</p>	<p>Stephen White, Deputy Director Adult and Aging Services</p> <p style="text-align: right;">Date _____</p>

**City of Fort Bragg
Report - Vouchers Issued**

November 2023

Report 1	Fill in All Areas in Yellow		
Motel Vouchers Provided	Number of Persons	Number of Nights	Voucher Dollars
Adults 59 or Less	0	0	\$0.00
Adults 60 and Over	0	0	\$0.00
Children Under 18	0	0	\$0.00
Adults 59 or Less with Children Under 18	0	0	\$0.00
Adults 60 and Older with Children Under 18	0	0	\$0.00
Total	0	0	\$0.00
Number Denied Shelter			
Adults 59 or Less	0		Total Number of People 0
Adults 60 and Over	0		
Children Under 18	0		
Adults 59 or Less with Children Under 18	0		
Adults 60 and Older with Children Under	0		
HMIS			
Number of Persons Entered into HMIS	0		

EXHIBIT A

DEFINITION OF SERVICES

I. Overview

The State of California has established the Homeless Housing, Assistance, and Prevention Program (“HHAP” or “Program”) with the goal of providing one-time flexible block grant funds to Continuums of Care and Counties to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing, and supporting the efforts of those individuals and families to maintain their permanent housing.

This Agreement is funded through Round 3 and/or Round 4 joint allocations of HHAP funding. As such, CONTRACTOR must comply with all rules and regulations of the Program.

II. CONTRACTOR shall provide the following services:

A. Coast Emergency Winter Shelter

1. Operations between the CONTRACTOR and the COUNTY will commence on December 1, 2023, , and will run through March 31, 2024, or until funding is no longer available to support the services.
2. Motel vouchers will be issued by the Fort Bragg Police Department under the Care Response Unit (CRU), with support as needed from the Fort Bragg Police Officers during severe weather conditions or in emergency situations where it is necessary to ensure an individual or family’s safety.

B. Access to shelter for individuals and families experiencing homelessness on the Mendocino Coast during severe weather conditions.

1. Homeless individuals will be provided motel vouchers when all other emergency shelter projects in Coastal Mendocino County are at capacity. Homeless individuals will be expected to share a double occupancy room with a second individual unless extraordinary conditions exist.
2. Homeless families with children under the age of sixteen (16), the elderly, and severely disabled individuals will be a priority for the motel vouchers, which will be available when all other emergency shelter projects in Coastal Mendocino County are at capacity.

3. Persons interested in shelter services will be directed to the Mendocino Coast Hospitality Center/House, which will take the names of those they do not have room for. This list will be provided to CONTRACTOR when CRU Staff arrive at Mendocino Coast Hospitality Center/House.

C. Enforcement of Program Eligibility requirements:

1. Adults and families with minor children who are experiencing homelessness as defined by the U.S. Department of Housing and Urban Development (HUD) McKinney-Vento Homeless Assistance Act as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), found in [24 CFR Parts 91, 582, and 583](#), as well as California State regulations pertaining to the Emergency Solutions Grant, [CCR Title 25, Division 1, Chapter 7](#).

D. Coordinate with other agencies:

1. Collect, input, and use required Homeless Management Information System (HMIS) data documentation and processes for determining priority and providing appropriate services to individuals and families with children, as approved by the Mendocino County Homeless Services Continuum of Care (MCHSCoC).
 - a. Complete intake forms including HMIS-required components within the first twenty-four (24) hours of contact and enter data into HMIS within seventy-two (72) hours of initial contact with the individual/family.
 - b. This is required for persons provided shelter through the contracted services. Failure to document or enter the required information within two (2) weeks of the stay may result in non-payment for these individuals.
2. Maintain active membership and participate in the MCHSCoC meetings and all recommended trainings.

E. Development and maintenance of policies and procedures that address:

1. Eligibility criteria for occupancy, discharge, and uniform application.
2. The rights and dignity of individuals to the fair and unbiased application of rules, second chances, and grievances.
3. Require all persons served under this Agreement to observe the house rules of the shelter facility, and if rules are not followed, may be required to leave the facility.
4. The right to refuse emergency shelter services to any person(s) exhibiting dangerous or abusive behavior or with a history of same behavior or has

engaged in violence or verbally abusive language during check-in or at any point during their stay in the motel.

F. Be responsible for other terms and conditions by:

1. Maintaining an incident log that accurately documents all incidents regardless of type including those involving building and grounds, animals, neighbors, staff, and individuals. This log shall be made available to COUNTY for review at any time.
2. Establishing and maintaining a ban list of people who engage in any of the following behaviors: possession or sale of illegal substances on site, threats, violence, or verbally abusive language at the shelter.
3. Allowing logs and ban lists to be made available for review by local law enforcement when responding to an incident at the site.
4. Maintaining confidentiality of client files.

G. Reporting (Attachment 1):

1. Submit reports on client Bed Nights Served.
 - a. Itemized number of persons receiving or denied services.
 - b. Motel Vouchers issued.

H. Compliance with the following regulations:

1. [California Assembly Bill No. 140 Housing, Chapter 111](#)
2. California Code, [Health and Safety Code § 50218.7](#).

III. COUNTY shall:

- A. Provide HMIS Lead staff as trainers and support for the collection of data required for reporting purposes.
- B. Provide payment according to the criteria of the invoice/reports and the attached budget (Exhibit B).
- C. Appoint a representative of the Social Services Department to act as a liaison with the CONTRACTOR for housing and homelessness-related services.
- D. Monitor the project as required by California Interagency Council on Homelessness (Cal ICH).

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. COUNTY will pay CONTRACTOR as per the following instructions:

Expenditure	Units	Cost	Total
Motel Vouchers (\$129/night +taxes)	480 rooms	\$146/room	\$70,080
Clerical Support	333 hours	\$21.00/hr	\$7,000
Social Services Liaisons – Overtime for Room Checks & Outreach		\$31.50/hr	\$1,000
Indirect Administrative Costs	Up to 5% of Expenses		\$3,820
TOTAL			\$81,900

A. Submission of claims and reports (Attachment 1) will comply as follows:

1. CONTRACTOR shall submit original receipts and invoices for actual costs. This includes CONTRACTOR and subcontractor timesheets, payroll reports and paycheck stubs for all invoices that include personnel expenses.
2. CONTRACTOR will submit invoices by the fifteenth (15th) day of the month for all services provided to clients in the previous month. Invoices should be submitted to:

Veronica Wilson, Program Administrator, or designee
Adult and Aging Services – HCU, Department of Social Services
747 S. State Street
Ukiah, CA 95482
wilsonv@mendocinocounty.gov
3. Invoices submitted ninety (90) days past the due date must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of the late invoice.
4. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.

B. This is a one-time project, and the CONTRACTOR should make no assumption of continued funding from the COUNTY for this purpose at the end of this contract period.

II. Payments under this Agreement shall not exceed Eighty-One Thousand Nine Hundred Dollars (\$81,900) for the term of this Agreement.

[END OF PAYMENT TERMS]

BUDGET FY 23/24

Budget Adjustment #: **2023/24-09**

Budget FY: **FY 2023/24**

Account Description	Account #			FY 23/24	Increase (+)	Decrease (-)	Revised Total	Description
				Current Budget	Budget Amt	Budget Amt	Budget Amt	
Revenues								
Grant/Funding	110	4202	3318	\$ -	\$ 81,900		\$ 81,900	EWS Funding 23/24
Expenditures								
Emergency Winter Shelter	110	4202	0380	\$ -	\$ 70,000		\$ 70,000	Winter Shelter - 480 rooms
Wages and Salaries	110	4202	0101	-	7,000		7,000	Clerical Support
Overtime	110	4202	0102	-	1,000		1,000	Clerical Support
					\$ 78,000	\$ -	\$ 78,000	

Reason for Amendment:

RESOLUTION # :

Authorization:

Requested By: Finance/Admin Dept
 Approval: Isaac Whippy
 Finance Use: Adriana Moreno Ramos

Signature:

Date:

Attach copies of Resolution or other documentation

BUDGET AMENDMENT FY 2022/23

Budget Adjustment #: **2022/23-04**
 Budget FY: **FY 2022/23**

Account Description	Account #		FY 22/23	Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt	Description
Expenditures								
1 Salaries & Wages - IT Lead	521	4394	0101	\$ 123,693	\$ 15,915		\$ 139,608	
Medical Premium - CE Officer	521	4394	0211	\$ 26,112	\$ -		\$ 26,112	
Dental Premium - CE Officer	521	4394	0213	\$ 1,928	\$ -		\$ 1,928	
VSP Premium - CE Officer	521	4394	0214	\$ 459	\$ -		\$ 459	
PERS - CE Officer	521	4394	0220	\$ 10,150	\$ 2,829		\$ 12,979	
Worker's Comp - CE Officer	521	4394	0231	\$ 2,037	\$ 749		\$ 2,786	
FICA/Medicare - IT Lead	521	4394	0252	\$ 9,258	\$ 3,434		\$ 12,692	
2 Transfer Code Enforcement Budget from the Community Development Department to the Police Department								
Salaries & Wages -Code Enforcement	110	4320	0101	\$ 299,956	\$ 76,609		\$ 223,347	Transfer of CE Officer Budget to PD
Medical Premium - CE Officer	110	4320	0211	\$ 51,350	\$ 17,674		\$ 33,677	Transfer of CE Officer Budget to PD
Dental Premium - CE Officer	110	4320	0213	\$ 3,733	\$ 1,212		\$ 2,521	Transfer of CE Officer Budget to PD
VSP Premium - CE Officer	110	4320	0214	\$ 917	\$ 229		\$ 688	Transfer of CE Officer Budget to PD
PERS - CE Officer	110	4320	0220	\$ 24,518	\$ 5,946		\$ 18,572	Transfer of CE Officer Budget to PD
Worker's Comp - CE Officer	110	4320	0231		\$ 1,276		\$ (1,276)	Transfer of CE Officer Budget to PD
FICA/Medicare - CE Officer	110	4320	0252	\$ 22,761	\$ 5,861		\$ 16,901	Transfer of CE Officer Budget to PD
Salaries & Wages -Code Enforcement	110	4200	0101	\$ 1,865,705	\$ 76,609		\$ 1,942,314	Transfer of CE Officer Budget to PD
Medical Premium - CE Officer	110	4200	0211	\$ 337,999	\$ 17,674		\$ 355,673	Transfer of CE Officer Budget to PD
Dental Premium - CE Officer	110	4200	0213	\$ 24,765	\$ 1,212		\$ 25,977	Transfer of CE Officer Budget to PD
VSP Premium - CE Officer	110	4200	0214	\$ 4,816	\$ 229		\$ 5,045	Transfer of CE Officer Budget to PD
PERS - CE Officer	110	4200	0220	\$ 374,904	\$ 5,946		\$ 380,850	Transfer of CE Officer Budget to PD
Worker's Comp - CE Officer	110	4200	0231	\$ 123,024	\$ 1,276		\$ 124,301	Transfer of CE Officer Budget to PD
FICA/Medicare - CE Officer	110	4200	0252	\$ 157,175	\$ 5,861		\$ 163,036	Transfer of CE Officer Budget to PD
3 Budget for a 2nd Code Enforcement Officer (November 2021-June 2022)								
Salaries & Wages - 2nd CE Officer	110	4200	0101	\$ 1,865,705	\$ 47,144		\$ 1,912,849	Budget- 2nd CE Officer
Medical Premium - 2nd CE Officer	110	4200	0211	\$ 337,999	\$ 10,876		\$ 348,875	Budget- 2nd CE Officer
Dental Premium - 2nd CE Officer	110	4200	0213	\$ 24,765	\$ 746		\$ 25,511	Budget- 2nd CE Officer
VSP Premium - 2nd CE Officer	110	4200	0214	\$ 4,816	\$ 141		\$ 4,957	Budget- 2nd CE Officer
PERS - 2nd CE Officer	110	4200	0220	\$ 374,904	\$ 3,659		\$ 378,563	Budget- 2nd CE Officer
Worker's Comp - 2nd CE Officer	110	4200	0231	\$ 123,024	\$ 786		\$ 123,810	Budget- 2nd CE Officer
FICA/Medicare - 2nd CE Officer	110	4200	0252	\$ 157,175	\$ 3,607		\$ 160,782	Budget- 2nd CE Officer
4 Revenues								
CDD- Grant Staff Time Reimb	110	4320	3318	\$ 98,000		\$ 98,000	\$ -	Transfer of CDD Grant Revenue-CE
PD- Grant Staff Time Reimb	110	4200	3318	\$ 268,420	\$ 98,000		\$ 366,420	Transfer of CDD Grant Revenue-CE
PD- Grant Staff time Reimb	110	4200	3318	\$ 268,420	\$ 66,958		\$ 335,378	Budget 2nd CE Grant Reimb
				\$ 340,724	\$ 206,807		\$ 6,948,770	

Reason for Amendment: RESOLUTION # : _____

Authorization:

Requested By: Finance/Admin Dept _____ Signature: _____ Date: _____

Approval: Isaac Whippy _____

Finance Use: Adriana Moreno Ramos _____

Attach copies of Resolution or other documentation



City of Fort Bragg

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

Text File

File Number: 23-437

Agenda Date: 12/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8C.

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

RESOLUTION NO. _____-2023

RESOLUTION OF THE FORT BRAGG CITY COUNCIL RECITING THE FACT OF THE SPECIAL ALL-MAIL BALLOT MUNICIPAL ELECTION HELD ON NOVEMBER 7, 2023, DECLARING THE RESULTS OF THE ELECTION AND TAKING RELATED ACTIONS AS PROVIDED BY LAW

WHEREAS, a Special All-Mail Ballot Municipal Election was held and conducted in the City of Fort Bragg, California, on Tuesday, November 7, 2023, as required by law; and

WHEREAS, the purpose of the election was to present a transactions and use tax ordinance to the voters pursuant to Government Code Section 9222; and

WHEREAS, notice of election was given in time, form and manner as provided by law; election officers were appointed and, in all respects, the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of California for the holding of elections in general law cities; and

WHEREAS, the Mendocino County Clerk-Recorder has canvassed the returns of the election and has certified the results to the City Council; and the results are received, attached, and made a part hereof as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby resolve, declare, determine and order as follows:

1. That the whole number of all-mail ballots cast in the City was 1,260.
2. That the question voted upon at the election, designated as Measure Q, was:

Shall the City of Fort Bragg’s special purpose transactions and use tax (streets sales tax) for the maintenance, repair and reconstruction of the City’s streets, which is currently scheduled to expire on December 31, 2024, be extended, until repealed by the voters, at the current one half of one percent rate, generating approximately \$1,352,000 in revenues annually that can be used by the City exclusively to maintain, repair, and reconstruct the City’s streets?	Yes	
	No	

3. That Exhibit “A”, which is attached hereto and incorporated herein by reference, states the whole number of votes cast in the City in the election and the total number of votes cast for and against Measure Q.
4. That the City Council does declare and determine that more than 2/3 of the voters voting on Measure Q at the election did vote in favor of it, and that the measure was carried, and the ordinance presented to the voters as Measure Q is deemed adopted.

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 11th day of December 2023, by the following vote:

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

**Bernie Norvell
Mayor**

ATTEST:

**Cristal Munoz
Acting City Clerk**

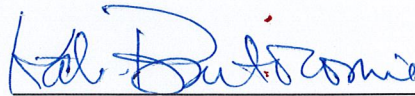
**CERTIFICATE OF COUNTY CLERK TO RESULT OF THE CANVASS
OF THE CITY OF FORT BRAGG SPECIAL ELECTION
HELD ON TUESDAY, NOVEMBER 7, 2023**

STATE OF CALIFORNIA)
)SS
COUNTY OF MENDOCINO)

I, KATRINA BARTOLOMIE, County Clerk of said County, do hereby certify that in pursuance of the provisions of Section 15301 of the Election Code, I did canvass the returns of the votes cast in the CITY OF FORT BRAGG SPECIAL Election held TUESDAY, NOVEMBER 7, 2023, in the COUNTY OF MENDOCINO, for the CITY OF FORT BRAGG, and that the Statement of the Votes Cast, to which this certificate is attached, shows the whole number of votes cast in each consolidated precincts therein, and that the totals of the respective columns, the totals as shown for and against Measure Q are full, true and correct.

WITNESS MY HAND AND OFFICIAL SEAL this 17TH day of November 2023.

(SEAL)



KATRINA BARTOLOMIE
Assessor-County Clerk-Recorder

Exhibit B

**ELECTION CANVASS FINAL
OFFICIAL RESULTS**
Official
Run Time 4:26 PM
Run Date 11/17/2023

MENDOCINO COUNTY

City of Fort Bragg Special Election

11/7/2023

Page 1

Official Results
Registered Voters
1262 of 3879 = 32.53%
Precincts Reporting
10 of 10 = 100.00%

MEASURE Q

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Vote By Mail Ballots Cast	Polls Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
400004-WOODLAND	251	55	306	0	0	306	0	306	1,052	29.09%
999423-SEAVIEW	36	0	36	0	0	36	0	36	72	50.00%
999424-FIR	187	40	227	0	0	227	0	227	639	35.52%
999425-OAK	172	52	224	0	0	224	0	224	612	36.60%
999426-MADSEN	24	9	33	0	0	33	0	33	81	40.74%
999427-WALL	88	26	114	0	0	114	0	114	374	30.48%
999428-NOYO POINT	138	25	163	1	0	164	0	164	586	27.99%
999429-CYPRESS	79	16	95	1	0	96	0	96	300	32.00%
999430-CANYON VIEW	37	13	50	0	0	50	0	50	139	35.97%
999431-RIVERVIEW	9	3	12	0	0	12	0	12	24	50.00%
Totals	1,021	239	1,260	2	0	1,262	0	1,262	3,879	32.53%

ELECTION FINAL OFFICIAL RESULTS

Official

Run Time 4:25 PM
Run Date 11/17/2023

MENDOCINO COUNTY

City of Fort Bragg Special Election

11/7/2023

Page 1

Official Results

Registered Voters
1262 of 3879 = 32.53%

Precincts Reporting
10 of 10 = 100.00%

MEASURE Q

Choice	Party	Vote By Mail		Polls		Total	
YES		1,021	81.03%	0	0.00%	1,021	81.03%
NO		239	18.97%	0	0.00%	239	18.97%
Cast Votes:		1,260	100.00%	0	0.00%	1,260	100.00%
Undervotes:		2		0		2	
Overvotes:		0		0		0	

*** End of report ***

**STATEMENT OF VOTES -
FINAL OFFICIAL RESULTS**

Official

Run Time 4:25 PM
Run Date 11/17/2023

MENDOCINO COUNTY

City of Fort Bragg Special Election

11/7/2023

Page 1

Official Results

Registered Voters

1262 of 3879 = 32.53%

Precincts Reporting

10 of 10 = 100.00%

400004-WOODLAND

306 of 1,052 registered voters = 29.09%

MEASURE Q

Choice	Party	Vote By Mail		Polls		Total		
YES		251	82.03%	0	0.00%	251	82.03%	
NO		55	17.97%	0	0.00%	55	17.97%	
		Cast Votes:	306	100.00%	0	0.00%	306	100.00%
		Undervotes:	0		0		0	
		Overvotes:	0		0		0	

**STATEMENT OF VOTES -
FINAL OFFICIAL RESULTS**

Official

Run Time 4:25 PM
Run Date 11/17/2023

MENDOCINO COUNTY

City of Fort Bragg Special Election

11/7/2023

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Official Results

Registered Voters
1262 of 3879 = 32.53%
Precincts Reporting
10 of 10 = 100.00%

999423-SEAVIEW

36 of 72 registered voters = 50.00%

MEASURE Q

Choice	Party	Vote By Mail		Polls		Total	
YES		36	100.00%	0	0.00%	36	100.00%
NO		0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	36	100.00%	0	0.00%	36	100.00%
	Undervotes:	0		0		0	
	Overvotes:	0		0		0	

**STATEMENT OF VOTES -
FINAL OFFICIAL RESULTS**

Official

Run Time 4:25 PM
Run Date 11/17/2023

MENDOCINO COUNTY

City of Fort Bragg Special Election

11/7/2023

Page 3

Official Results

Registered Voters

1262 of 3879 = 32.53%

Precincts Reporting

10 of 10 = 100.00%

999424-FIR

227 of 639 registered voters = 35.52%

MEASURE Q

Choice	Party	Vote By Mail		Polls		Total	
YES		187	82.38%	0	0.00%	187	82.38%
NO		40	17.62%	0	0.00%	40	17.62%
Cast Votes:		227	100.00%	0	0.00%	227	100.00%
Undervotes:		0		0		0	
Overvotes:		0		0		0	

**STATEMENT OF VOTES -
FINAL OFFICIAL RESULTS**

Official

Run Time 4:25 PM
Run Date 11/17/2023

MENDOCINO COUNTY

City of Fort Bragg Special Election

11/7/2023

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Official Results

Registered Voters
1262 of 3879 = 32.53%

Precincts Reporting
10 of 10 = 100.00%

999425-OAK

224 of 612 registered voters = 36.60%

MEASURE Q

Choice	Party	Vote By Mail		Polls		Total	
YES		172	76.79%	0	0.00%	172	76.79%
NO		52	23.21%	0	0.00%	52	23.21%
	Cast Votes:	224	100.00%	0	0.00%	224	100.00%
	Undervotes:	0		0		0	
	Overvotes:	0		0		0	

**STATEMENT OF VOTES -
FINAL OFFICIAL RESULTS**

Official

Run Time 4:25 PM
Run Date 11/17/2023

MENDOCINO COUNTY

City of Fort Bragg Special Election

11/7/2023

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Official Results

Registered Voters

1262 of 3879 = 32.53%

Precincts Reporting

10 of 10 = 100.00%

999426-MADSEN

33 of 81 registered voters = 40.74%

MEASURE Q

Choice	Party	Vote By Mail		Polls		Total	
YES		24	72.73%	0	0.00%	24	72.73%
NO		9	27.27%	0	0.00%	9	27.27%
	Cast Votes:	33	100.00%	0	0.00%	33	100.00%
	Undervotes:	0		0		0	
	Overvotes:	0		0		0	

**STATEMENT OF VOTES -
FINAL OFFICIAL RESULTS**

Official

Run Time 4:25 PM
Run Date 11/17/2023

MENDOCINO COUNTY

City of Fort Bragg Special Election

11/7/2023

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Official Results

Registered Voters
1262 of 3879 = 32.53%

Precincts Reporting
10 of 10 = 100.00%

999427-WALL

114 of 374 registered voters = 30.48%

MEASURE Q

Choice	Party	Vote By Mail		Polls		Total	
YES		88	77.19%	0	0.00%	88	77.19%
NO		26	22.81%	0	0.00%	26	22.81%
Cast Votes:		114	100.00%	0	0.00%	114	100.00%
Undervotes:		0		0		0	
Overvotes:		0		0		0	

**STATEMENT OF VOTES -
FINAL OFFICIAL RESULTS**

Official

Run Time 4:25 PM
Run Date 11/17/2023

MENDOCINO COUNTY

City of Fort Bragg Special Election

11/7/2023

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Official Results

Registered Voters
1262 of 3879 = 32.53%

Precincts Reporting
10 of 10 = 100.00%

999428-NOYO POINT

164 of 586 registered voters = 27.99%

MEASURE Q

Choice	Party	Vote By Mail		Polls		Total	
YES		138	84.66%	0	0.00%	138	84.66%
NO		25	15.34%	0	0.00%	25	15.34%
Cast Votes:		163	100.00%	0	0.00%	163	100.00%
Undervotes:		1		0		1	
Overvotes:		0		0		0	

**STATEMENT OF VOTES -
FINAL OFFICIAL RESULTS**

Official

Run Time 4:25 PM
Run Date 11/17/2023

MENDOCINO COUNTY

City of Fort Bragg Special Election

11/7/2023

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Official Results

Registered Voters
1262 of 3879 = 32.53%

Precincts Reporting
10 of 10 = 100.00%

999429-CYPRESS

96 of 300 registered voters = 32.00%

MEASURE Q

Choice	Party	Vote By Mail		Polls		Total	
YES		79	83.16%	0	0.00%	79	83.16%
NO		16	16.84%	0	0.00%	16	16.84%
	Cast Votes:	95	100.00%	0	0.00%	95	100.00%
	Undervotes:	1		0		1	
	Overvotes:	0		0		0	

**STATEMENT OF VOTES -
FINAL OFFICIAL RESULTS**

Official

Run Time 4:25 PM
Run Date 11/17/2023

MENDOCINO COUNTY

City of Fort Bragg Special Election

11/7/2023

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Official Results

Registered Voters
1262 of 3879 = 32.53%

Precincts Reporting
10 of 10 = 100.00%

999430-CANYON VIEW

50 of 139 registered voters = 35.97%

MEASURE Q

Choice	Party	Vote By Mail		Polls		Total	
YES		37	74.00%	0	0.00%	37	74.00%
NO		13	26.00%	0	0.00%	13	26.00%
Cast Votes:		50	100.00%	0	0.00%	50	100.00%
Undervotes:		0		0		0	
Overvotes:		0		0		0	

**STATEMENT OF VOTES -
FINAL OFFICIAL RESULTS**

Official

Run Time 4:25 PM
Run Date 11/17/2023

MENDOCINO COUNTY

City of Fort Bragg Special Election

11/7/2023

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Official Results

Registered Voters
1262 of 3879 = 32.53%

Precincts Reporting
10 of 10 = 100.00%

999431-RIVERVIEW

12 of 24 registered voters = 50.00%

MEASURE Q

Choice	Party	Vote By Mail		Polls		Total	
YES		9	75.00%	0	0.00%	9	75.00%
NO		3	25.00%	0	0.00%	3	25.00%
Cast Votes:		12	100.00%	0	0.00%	12	100.00%
Undervotes:		0		0		0	
Overvotes:		0		0		0	

*** End of report ***



City of Fort Bragg

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

Text File

File Number: 23-448

Agenda Date: 12/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8D.

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



AGENCY:	City Council
MEETING DATE:	December 11, 2023
DEPARTMENT:	Police Department
PRESENTED BY:	Neil Cervenka
EMAIL ADDRESS:	ncervenka@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

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

ISSUE:

The City signed a five-year contract with Axon Enterprises Inc. for body-worn cameras and digital evidence storage in 2022. That contract expires in October 2027. This contract did not include unlimited storage. FBPD has reached the limit of the contract. Axon has offered a comprehensive contract which will supercede the previous contract and provide new equipment, software, and unlimited storage known as the "Officer Safety Plan 10."

ANALYSIS:

Law enforcement body-worn camera programs are proven to significantly reduce use of force reports and citizen complaints. Incidents during which law enforcement are required to use force represent the greatest civil liability to law enforcement agencies and the City. The California Intergovernmental Risk Authority (CIRA), which represents the City of Fort Bragg, supports the continued use of body-worn cameras by our police officers as a risk management tool. Additionally, the use of body-worn cameras by police officers increases public confidence and transparency. This new contract will provide enough body-worn cameras for all authorized field staff, sworn and professional. Additionally, this contract would replace our current Axon body-cams with the new AB4 model, which allows for live viewing should an officer fail to respond to the radio when on a call. This feature allows office staff to live stream the video and provide real time updates to other officers responding. This feature could save a life.

Axon is releasing the new TASER 10, Conducted Energy Weapon. This less-lethal platform has doubled the effective range of its predecessor and introduced an entirely new probe system, giving officers the opportunity to subdue violent offenders from a greater distance. Axon has made a commitment to reduce shootings by police officers by 50% in the next decade. The TASER 10 moves that goal forward, as the increased range allows officers to use a less lethal option when faced with a suspect armed with weapons other than firearms. This contract would provide TASER 10s for all field sworn staff and two CSOs.

When FBPD first implemented a body-cam program, the decision was made to go with a cheaper, limited digital storage solution on Axon Evidence.com. We have already reached

AGENDA ITEM NO. XX

and exceeded the contracted storage limit. The amount of digital evidence is increasing every year. This contract would provide unlimited storage.

Currently, FBPD officers use their issued mobile device to take evidentiary photos and video. These pieces of digital evidence are then uploaded into a local server and cataloged manually. Should that evidence be needed, the evidence technician will copy the digital evidence onto a CD. This is time consuming for officers and the evidence technician. Also, it is increasingly expensive, as we must constantly upgrade our local storage. This Axon contract will provide an enhanced software license which will allow users to take photos through an application on their mobile phones. No data is stored on the device, instead transferring directly to the Evidence.com cloud, and automatically cataloged. This will also allow officers to send members of the public a code to upload their photos and videos directly to Evidence.com. This will save time and money. It also ensures the chain of custody and eliminates the risk of a local corruption of storage which could cause the loss of evidence and prohibit criminal charges.

RECOMMENDED ACTION:

Adopt the Resolution approving the contract and amending the budget to fund the Police Department's body-worn camera program for the next five years and adding AXON Signal equipment to the program.

ALTERNATIVE ACTION(S):

Rejecting the resolution will cause the police department to continue with the current contract until it's end. Beginning January 1, 2024, the cost of this plan will increase by 12%. Entering into a contract prior to the end of 2023 secures the current prices.

FISCAL IMPACT:

The first year's payment for the Axon Officer Safety Plan 10 of \$54,309.09 was not included in the Police Department's FY 23/24 budget. To offset the unexpected expenditure, the Police Department is requesting to utilize Asset Forfeiture- General funds for the first year, with subsequent years to be addressed in the next budget review. Additionally, grant funding in the amount of \$50,000 from the USDA has been applied for, which may offset this amount. The balance of Asset Forfeiture- General funds was \$447,978 at the beginning of the fiscal year.

GREENHOUSE GAS EMISSIONS IMPACT:

None identified.

CONSISTENCY:

One of the Fort Bragg Police Department's goals is to continue to increase public confidence while enhancing transparency in how we interact with the public. Expanding the body-worn camera and less-lethal weapon program is consistent with both of these goals.

IMPLEMENTATION/TIMEFRAMES:

Adopting this Resolution will ensure that the current body-worn camera video program continues uninterrupted. The Officer Safety Program 10 will take effect in February 2024.

The contract renewal ensures uninterrupted service from Axon for five years until December of 2028.

ATTACHMENTS:

1. Resolution Approving Budget Amendment and Authorizing Contract
2. Exhibit A - AXON Quote for Services
3. Exhibit B - AXON Contract: Master Services and Purchasing Agreement between Axon and Agency
4. Exhibit C - Budget Amendment

NOTIFICATION:

Daniel Birt, Axon Enterprise, Inc.

RESOLUTION NO. ____-2023

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING BUDGET AMENDMENT 2023/24-10 OF \$53,466 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AXON ENTERPRISES, INC., FOR BODY-WORN CAMERA VIDEO EQUIPMENT, TASER 10 CONDUCTED ENERGY WEAPONS, SOFTWARE AND UNLIMITED STORAGE SERVICES (AMOUNT NOT TO EXCEED \$267,329.73, ACCOUNT 167-4215-0381)

WHEREAS, in 2017, the Fort Bragg Police Department received a grant from the United States Department of Justice in order to be one of the first law enforcement agencies in Mendocino County to deploy body-worn cameras on all law enforcement officers; and

WHEREAS, the initial grant covered the costs of both equipment and data storage services for five years; and

WHEREAS, police body-worn cameras reduce civil liability to the City of Fort Bragg and the officers that wear them; and

WHEREAS, body-worn cameras enhance police transparency and public trust in law enforcement; and

WHEREAS, the addition of TASER 10 Conducted Energy Weapons provides officers a better alternative to lethal force which also reduces civil liability; and

WHEREAS, the current contract with Axon does not included unlimited digital storage; and

WHEREAS, FBPD has exceeded our contracted storage amount; and

WHEREAS, the use of cloud-based evidence storage will save time and expense; and

WHEREAS, the City received a cost proposal from Axon attached hereto as Exhibit A and proposed contract attached hereto as Exhibit B; and

WHEREAS, Axon Enterprises, Inc. was the only company identified who provided both the body-worn camera and digital evidence storage services needed by the Fort Bragg Police Department; and

WHEREAS, per Fort Bragg Municipal Code Section 3.20.040, contracts in excess of \$25,000 require City Council approval; and

WHEREAS, there are available funds in the Asset Forfeiture fund (Account 167-4215-0381) to cover this purchase; and

WHEREAS, the budget amendment to re-appropriate the funds in the current fiscal

year is identified in Exhibit C attached hereto; and

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

1. The adjustments to the FY 2023-24 Budget have been identified and are necessary, as shown in Exhibit C.
2. There are sufficient funds available in this Asset Forfeiture fund to cover this purchase.
3. Axon has demonstrated they possess the necessary experience and propensity to provide the service.
5. The foregoing recitals are true and correct and are made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve Budget Amendment 2022/23-10, including approving a contract agreement with AXON Enterprises, Inc., and authorizing the City Manager to execute the same upon execution by Contractor (Amount Not to Exceed \$267,329.73 Account 167-4215-0381).

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 11th day of December, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

Cristal Munoz
Acting City Clerk

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Release Date: 8/18/2023

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY:

Fort Bragg Police Department

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.
 - a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



Master Services and Purchasing Agreement for Agency

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency’s deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency’s deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable)

<ul style="list-style-type: none"> • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

- 4. Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
- 5. CEW Services Packages.** CEW Services Packages are detailed below:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
<p>TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p>Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

- 6. Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<p>Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>



Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

- 7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none">• Instructor-led setup of Axon VR headset content• Configure agency settings based on Agency need• Troubleshoot IT issues with Axon VR headset
<p>Axon instructor training (Train the Trainer)</p> <p>Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>Classroom and practical training sessions</p> <p>Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices</p>

- 8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none">• Instructor-led setup of Axon Air App (ASDS)• Configure agency settings based on Agency need• Configure drone controller• Troubleshoot IT issues with Axon Evidence
<p>Axon instructor training (Train the Trainer)</p> <p>Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>Classroom and practical training sessions</p> <p>Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices</p>

- 9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

- 11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

- 12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



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13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

- Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
- Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

- TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
- Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
- Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
- Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
- Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements**. Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;

- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Quote Appendix

Q-532744-45259.713DB

Issued: 11/29/2023

Quote Expiration: 12/15/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 112203

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-250 Cypress St 250 Cypress St Fort Bragg, CA 95437-5437 USA	Fort Bragg Police Dept. - CA 250 Cypress St Fort Bragg CA 95437-5437 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Neil Cervenka Phone: 707-961-2804 Email: ncervenka@fortbragg.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$254,685.10
ESTIMATED TOTAL W/ TAX	\$267,329.73

Discount Summary

Average Savings Per Year	\$8,715.96
TOTAL SAVINGS	\$43,579.82

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$35,488.24	\$1,940.37	\$37,428.61
Mar 2024	\$15,448.78	\$1,431.70	\$16,880.48
Feb 2025	\$50,937.02	\$2,318.13	\$53,255.15
Feb 2026	\$50,937.02	\$2,318.13	\$53,255.15
Feb 2027	\$50,937.02	\$2,318.13	\$53,255.15
Feb 2028	\$50,937.02	\$2,318.17	\$53,255.19
Total	\$254,685.10	\$12,644.63	\$267,329.73

Quote Unbundled Price:	\$298,264.92
Quote List Price:	\$272,888.52
Quote Subtotal:	\$254,685.10

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$7,485.23)	(\$7,485.23)	\$0.00	(\$7,485.23)
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	\$721.65	\$721.65	\$0.00	\$721.65
100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	19	3		\$45.36	\$45.36	\$2,585.52	\$229.46	\$2,814.98
101027	TRANSFER CREDIT - GOODS CEW	1			\$1.00	\$6,080.37	\$6,080.37	\$0.00	\$6,080.37
100552	TRANSFER CREDIT - GOODS AXON	1			\$1.00	\$16,131.99	\$16,131.99	\$1,431.70	\$17,563.69
OSP10	Officer Safety Plan 10	19	60	\$215.52	\$193.90	\$185.14	\$211,059.60	\$9,693.40	\$220,753.00
Unlimited7	Unlimited 7 Bundle	2	60	\$156.65	\$150.57	\$150.57	\$18,068.40	\$622.40	\$18,690.80
A la Carte Hardware									
H00001	AB4 Camera Bundle	16	60		\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	2	60		\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	5	60		\$849.00	\$14.15	\$4,245.00	\$376.74	\$4,621.74
H00002	AB4 Multi Bay Dock Bundle	2	60		\$1,638.90	\$27.32	\$3,277.80	\$290.93	\$3,568.73
A la Carte Services									
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,800.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$254,685.10	\$12,644.63	\$267,329.73

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	16	02/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	5	02/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	18	02/01/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	6	02/01/2024
AB4 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	18	02/01/2024
AB4 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	6	02/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	02/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	02/01/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	02/01/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	02/01/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	02/01/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	02/01/2024
Officer Safety Plan 10	100681	SIGNAL SIDEARM, SENSOR ONLY	5	02/01/2024
Officer Safety Plan 10	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	10	02/01/2024
Officer Safety Plan 10	100390	TASER 10 HANDLE, YLW, CLASS 3R	19	05/01/2024
Officer Safety Plan 10	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	19	05/01/2024
Officer Safety Plan 10	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	1	05/01/2024
Officer Safety Plan 10	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	1	05/01/2024
Officer Safety Plan 10	100396	TASER 10 INERT MAGAZINE RED	1	05/01/2024
Officer Safety Plan 10	100399	TASER 10 LIVE CARTRIDGE	380	05/01/2024
Officer Safety Plan 10	100400	TASER 10 HALT CARTRIDGE	120	05/01/2024
Officer Safety Plan 10	100401	TASER 10 INERT CARTRIDGE	8	05/01/2024
Officer Safety Plan 10	100611	TASER 10 SAFARILAND HOLSTER, RH	19	05/01/2024
Officer Safety Plan 10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	05/01/2024
Officer Safety Plan 10	20018	TASER BATTERY PACK, TACTICAL	19	05/01/2024
Officer Safety Plan 10	20018	TASER BATTERY PACK, TACTICAL	4	05/01/2024
Officer Safety Plan 10	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	05/01/2024
Officer Safety Plan 10	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	05/01/2024
Officer Safety Plan 10	74200	TASER 6-BAY DOCK AND CORE	1	05/01/2024
Officer Safety Plan 10	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	05/01/2024
Officer Safety Plan 10	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	05/01/2024
Officer Safety Plan 10	100399	TASER 10 LIVE CARTRIDGE	40	05/01/2025
Officer Safety Plan 10	100400	TASER 10 HALT CARTRIDGE	110	05/01/2025
Officer Safety Plan 10	100399	TASER 10 LIVE CARTRIDGE	40	05/01/2026
Officer Safety Plan 10	100400	TASER 10 HALT CARTRIDGE	120	05/01/2026
Officer Safety Plan 10	73309	AXON CAMERA REFRESH ONE	19	08/01/2026
Officer Safety Plan 10	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	08/01/2026
Unlimited 7 Bundle	73309	AXON CAMERA REFRESH ONE	2	08/01/2026
Unlimited 7 Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	08/01/2026
Officer Safety Plan 10	100399	TASER 10 LIVE CARTRIDGE	40	05/01/2027

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Officer Safety Plan 10	100400	TASER 10 HALT CARTRIDGE	110	05/01/2027
Officer Safety Plan 10	73310	AXON CAMERA REFRESH TWO	19	03/01/2028
Officer Safety Plan 10	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3	03/01/2028
Officer Safety Plan 10	100399	TASER 10 LIVE CARTRIDGE	40	05/01/2028
Officer Safety Plan 10	100400	TASER 10 HALT CARTRIDGE	110	05/01/2028
Unlimited 7 Bundle	73310	AXON CAMERA REFRESH TWO	2	02/01/2029
Unlimited 7 Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	02/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Officer Safety Plan 10	73449	RESPOND DEVICE LICENSE	19	03/01/2024	02/28/2029
Officer Safety Plan 10	73638	STANDARDS ACCESS LICENSE	19	03/01/2024	02/28/2029
Officer Safety Plan 10	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	19	03/01/2024	02/28/2029
Officer Safety Plan 10	73746	PROFESSIONAL EVIDENCE.COM LICENSE	19	03/01/2024	02/28/2029
Unlimited 7 Bundle	73449	RESPOND DEVICE LICENSE	2	03/01/2024	02/28/2029
Unlimited 7 Bundle	73638	STANDARDS ACCESS LICENSE	2	03/01/2024	02/28/2029
Unlimited 7 Bundle	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	2	03/01/2024	02/28/2029
Unlimited 7 Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	2	03/01/2024	02/28/2029
Officer Safety Plan 10	20248	TASER 7 EVIDENCE.COM LICENSE	19	06/01/2024	02/28/2029
Officer Safety Plan 10	20248	TASER 7 EVIDENCE.COM LICENSE	1	06/01/2024	02/28/2029

Services

Bundle	Item	Description	QTY
Officer Safety Plan 10	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	19
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Officer Safety Plan 10	80464	EXT WARRANTY, CAMERA (TAP)	19	02/01/2025	02/28/2029
Officer Safety Plan 10	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	02/01/2025	02/28/2029
Unlimited 7 Bundle	80464	EXT WARRANTY, CAMERA (TAP)	2	02/01/2025	02/28/2029
Unlimited 7 Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	02/01/2025	02/28/2029
Officer Safety Plan 10	100704	EXT WARRANTY, TASER 10 HANDLE	19	05/01/2025	02/28/2029
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	19	05/01/2025	02/28/2029
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	4	05/01/2025	02/28/2029
Officer Safety Plan 10	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	05/01/2025	02/28/2029

Payment Details

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront HW + PSO	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Upfront HW + PSO	H00001	AB4 Camera Bundle	16	\$0.00	\$0.00	\$0.00
Upfront HW + PSO	H00001	AB4 Camera Bundle	5	\$4,245.00	\$376.74	\$4,621.74
Upfront HW + PSO	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Upfront HW + PSO	H00002	AB4 Multi Bay Dock Bundle	2	\$3,277.80	\$290.93	\$3,568.73
Year 1	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	19	\$312.05	\$27.69	\$339.74
Year 1	OSP10	Officer Safety Plan 10	19	\$25,472.73	\$1,169.90	\$26,642.63
Year 1	Unlimited7	Unlimited 7 Bundle	2	\$2,180.66	\$75.11	\$2,255.77
Total				\$35,488.24	\$1,940.37	\$37,428.61

Mar 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS AXON	1	\$16,131.99	\$1,431.70	\$17,563.69
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$7,485.23)	\$0.00	(\$7,485.23)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$721.65	\$0.00	\$721.65
Invoice Upon Fulfillment	101027	TRANSFER CREDIT - GOODS CEW	1	\$6,080.37	\$0.00	\$6,080.37
Invoice Upon Fulfillment	OSP10	Officer Safety Plan 10	19	\$0.00	\$0.00	\$0.00
Total				\$15,448.78	\$1,431.70	\$16,880.48

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	19	\$568.37	\$50.44	\$618.81
Year 2	OSP10	Officer Safety Plan 10	19	\$46,396.72	\$2,130.87	\$48,527.59
Year 2	Unlimited7	Unlimited 7 Bundle	2	\$3,971.93	\$136.82	\$4,108.75
Total				\$50,937.02	\$2,318.13	\$53,255.15

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	19	\$568.37	\$50.44	\$618.81
Year 3	OSP10	Officer Safety Plan 10	19	\$46,396.72	\$2,130.87	\$48,527.59
Year 3	Unlimited7	Unlimited 7 Bundle	2	\$3,971.93	\$136.82	\$4,108.75
Total				\$50,937.02	\$2,318.13	\$53,255.15

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	19	\$568.37	\$50.44	\$618.81
Year 4	OSP10	Officer Safety Plan 10	19	\$46,396.72	\$2,130.87	\$48,527.59
Year 4	Unlimited7	Unlimited 7 Bundle	2	\$3,971.93	\$136.82	\$4,108.75
Total				\$50,937.02	\$2,318.13	\$53,255.15

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	19	\$568.37	\$50.45	\$618.82
Year 5	OSP10	Officer Safety Plan 10	19	\$46,396.72	\$2,130.89	\$48,527.61
Year 5	Unlimited7	Unlimited 7 Bundle	2	\$3,971.93	\$136.83	\$4,108.76
Total				\$50,937.02	\$2,318.17	\$53,255.19

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement attached to this Quote, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract originated via Quote(s): Q-268546 & Q-394788

Agency is terminating those contracts effective 03/01/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$15,448.78 to the quote for delivered but unpaid items.

Signature

11/29/2023

Date Signed



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.0

Release Date: 8/18/2023

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY:

Fort Bragg Police Department

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.
 - a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement for Agency

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
- Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> Instructor-led setup of Axon View on smartphones (if applicable) Configure categories and custom roles based on Agency need Register cameras to Agency domain Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> Work with Agency to decide the ideal location of Docks and set configurations on Dock Authenticate Dock with Axon Evidence using admin credentials from Agency On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management Provide referrals of other agencies using the Axon camera devices and Axon Evidence Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> Assistance with device set up and configuration Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

- Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> Instructor-led setup of Axon View on smartphones (if applicable)



<ul style="list-style-type: none"> • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
- CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

- Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

- 7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) <ul style="list-style-type: none">• Instructor-led setup of Axon VR headset content• Configure agency settings based on Agency need• Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) <p>Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations</p>
Classroom and practical training sessions <p>Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices</p>

- 8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) <ul style="list-style-type: none">• Instructor-led setup of Axon Air App (ASDS)• Configure agency settings based on Agency need• Configure drone controller• Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) <p>Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
Classroom and practical training sessions <p>Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices</p>

- 9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

- 11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

- 12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



Master Services and Purchasing Agreement for Agency

13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. Trade-in. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Agency Size, Days to Return from Start Date of TASER 10 Subscription. Rows include: Less than 100 officers (60 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 5. TASER 10 Subscription Term. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. Access Rights. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. Agency Warranty. If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. Purchase Order. To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. Apollo Grant (US only). If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements**. Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;

- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

BUDGET FY 23/24

Budget Adjustment #: **2023/24-10**

Budget FY: **FY 2023/24**

Account Description	Account #			FY 23/24	Increase (+)	Decrease (-)	Revised Total	Description
				Current Budget	Budget Amt	Budget Amt	Budget Amt	
Expenditures								
Small Tools & Equipment	167	4215	0381	\$ 25,000	\$ 53,466		\$ 78,466	BW Camera Video Equipment
				-			-	
				\$ 25,000	\$ 53,466	\$ -	\$ 78,466	

Reason for Amendment: RESOLUTION # : _____

Authorization:

Requested By: _____	Finance/Admin Dept	Signature: _____	Date: _____
Approval: _____	Isaac Whippy	_____	_____
Finance Use: _____	Adriana Moreno Ramos	_____	_____

Attach copies of Resolution or other documentation

BUDGET AMENDMENT FY 2022/23

Budget Adjustment #: **2022/23-04**
 Budget FY: **FY 2022/23**

Account Description	Account #		FY 22/23	Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt	Description
Expenditures								
1 Salaries & Wages - IT Lead	521	4394	0101	\$ 123,693	\$ 15,915		\$ 139,608	
Medical Premium - CE Officer	521	4394	0211	\$ 26,112	\$ -		\$ 26,112	
Dental Premium - CE Officer	521	4394	0213	\$ 1,928	\$ -		\$ 1,928	
VSP Premium - CE Officer	521	4394	0214	\$ 459	\$ -		\$ 459	
PERS - CE Officer	521	4394	0220	\$ 10,150	\$ 2,829		\$ 12,979	
Worker's Comp - CE Officer	521	4394	0231	\$ 2,037	\$ 749		\$ 2,786	
FICA/Medicare - IT Lead	521	4394	0252	\$ 9,258	\$ 3,434		\$ 12,692	
2 Transfer Code Enforcement Budget from the Community Development Department to the Police Department								
Salaries & Wages -Code Enforcement	110	4320	0101	\$ 299,956	\$ 76,609		\$ 223,347	Transfer of CE Officer Budget to PD
Medical Premium - CE Officer	110	4320	0211	\$ 51,350	\$ 17,674		\$ 33,677	Transfer of CE Officer Budget to PD
Dental Premium - CE Officer	110	4320	0213	\$ 3,733	\$ 1,212		\$ 2,521	Transfer of CE Officer Budget to PD
VSP Premium - CE Officer	110	4320	0214	\$ 917	\$ 229		\$ 688	Transfer of CE Officer Budget to PD
PERS - CE Officer	110	4320	0220	\$ 24,518	\$ 5,946		\$ 18,572	Transfer of CE Officer Budget to PD
Worker's Comp - CE Officer	110	4320	0231		\$ 1,276		\$ (1,276)	Transfer of CE Officer Budget to PD
FICA/Medicare - CE Officer	110	4320	0252	\$ 22,761	\$ 5,861		\$ 16,901	Transfer of CE Officer Budget to PD
Salaries & Wages -Code Enforcement	110	4200	0101	\$ 1,865,705	\$ 76,609		\$ 1,942,314	Transfer of CE Officer Budget to PD
Medical Premium - CE Officer	110	4200	0211	\$ 337,999	\$ 17,674		\$ 355,673	Transfer of CE Officer Budget to PD
Dental Premium - CE Officer	110	4200	0213	\$ 24,765	\$ 1,212		\$ 25,977	Transfer of CE Officer Budget to PD
VSP Premium - CE Officer	110	4200	0214	\$ 4,816	\$ 229		\$ 5,045	Transfer of CE Officer Budget to PD
PERS - CE Officer	110	4200	0220	\$ 374,904	\$ 5,946		\$ 380,850	Transfer of CE Officer Budget to PD
Worker's Comp - CE Officer	110	4200	0231	\$ 123,024	\$ 1,276		\$ 124,301	Transfer of CE Officer Budget to PD
FICA/Medicare - CE Officer	110	4200	0252	\$ 157,175	\$ 5,861		\$ 163,036	Transfer of CE Officer Budget to PD
3 Budget for a 2nd Code Enforcement Officer (November 2021-June 2022)								
Salaries & Wages - 2nd CE Officer	110	4200	0101	\$ 1,865,705	\$ 47,144		\$ 1,912,849	Budget- 2nd CE Officer
Medical Premium - 2nd CE Officer	110	4200	0211	\$ 337,999	\$ 10,876		\$ 348,875	Budget- 2nd CE Officer
Dental Premium - 2nd CE Officer	110	4200	0213	\$ 24,765	\$ 746		\$ 25,511	Budget- 2nd CE Officer
VSP Premium - 2nd CE Officer	110	4200	0214	\$ 4,816	\$ 141		\$ 4,957	Budget- 2nd CE Officer
PERS - 2nd CE Officer	110	4200	0220	\$ 374,904	\$ 3,659		\$ 378,563	Budget- 2nd CE Officer
Worker's Comp - 2nd CE Officer	110	4200	0231	\$ 123,024	\$ 786		\$ 123,810	Budget- 2nd CE Officer
FICA/Medicare - 2nd CE Officer	110	4200	0252	\$ 157,175	\$ 3,607		\$ 160,782	Budget- 2nd CE Officer
4 Revenues								
CDD- Grant Staff Time Reimb	110	4320	3318	\$ 98,000		\$ 98,000	\$ -	Transfer of CDD Grant Revenue-CE
PD- Grant Staff Time Reimb	110	4200	3318	\$ 268,420	\$ 98,000		\$ 366,420	Transfer of CDD Grant Revenue-CE
PD- Grant Staff time Reimb	110	4200	3318	\$ 268,420	\$ 66,958		\$ 335,378	Budget 2nd CE Grant Reimb
				\$ 340,724	\$ 206,807		\$ 6,948,770	

Reason for Amendment: RESOLUTION # : _____

Authorization:

Requested By: Finance/Admin Dept _____ Signature: _____ Date: _____

Approval: Isaac Whippy _____

Finance Use: Adriana Moreno Ramos _____

Attach copies of Resolution or other documentation



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
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Text File

File Number: 23-447

Agenda Date: 12/11/2023

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8E.

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



AGENCY: City Council
MEETING DATE: December 11, 2023
DEPARTMENT: Finance
PRESENTED BY: Isaac Whippy

AGENDA ITEM SUMMARY

TITLE:

Receive and File Fiscal Year 2023/24 Quarter One Financial Report

ISSUE:

The City of Fort Bragg Municipal code and fiscal guidelines mandate regular updates on financial status. In adherence to this requirement, Finance Director Isaac Whippy will deliver the Quarter one Financial Report for the four major funds.

RECOMMENDED ACTION:

Receive And File Fiscal Year 2023/24 Quarter One Financial Report.

ATTACHMENTS:

FY 2023/24 Quarter One Financial Report.



FY 2023/24
Quarter 1 Financial Report



REPORT OVERVIEW

This report outlines the City's financial performance for the initial quarter of Fiscal Year 2023/24, concluding on September 30, 2023. The financial analysis in this report pertains to the General Fund, the Water, Wastewater and CV. Starr Enterprise Fund, utilizing a modified accrual basis. It is important to clarify that this document does not constitute an audited financial statement. The accuracy of revenue and expenditure data remains provisional until the City concludes its annual audit and finalizes the Annual Comprehensive Financial Report (ACFR).

GENERAL FUND

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

GENERAL FUND REVENUES

The original adopted revenue budget for the General Fund was \$11.6 million, an increase of 5 percent from the prior fiscal year.

Summary of FY 2023/24 Q1 General Fund Operating Results							
	Prior FY Q1 Actuals	Adopted Budget FY 23/24	Amended Budget FY 23/24	FY 23/24		Variance vs. Quarterly Budget	% of Total Budget
				Q1 Budget	Q1 Actual Results		
Transient Occupancy Taxes	\$ 1,188,729	\$ 3,242,118	\$ 3,242,118	\$ 1,091,083	\$ 1,187,461	\$ 96,378	37%
Sales Taxes	574,984	1,959,500	1,959,500	527,979	579,153	51,174	30%
Property Taxes	8,641	1,150,257	1,150,257	-	-	-	0%
Other Taxes	188,244	903,985	903,985	144,450	180,952	36,502	20%
Reimbursements	626,513	3,410,722	3,410,722	852,680	806,837	(45,844)	24%
Charges for Services	30,320	81,343	81,343	20,336	32,573	12,237	40%
Licenses & Permits	14,492	94,293	94,293	23,573	14,556	(9,017)	15%
Use of Money & Property	13,255	90,000	90,000	22,500	53,724	31,224	60%
Fines & Forfeitures	7,589	25,100	25,100	6,275	872	(5,403)	3%
Other Revenues	35,432	20,200	20,200	5,050	14,555	9,505	72%
Intergovernmental/Grant Reimb	118,411	647,262	647,262	161,815	190,743	28,927	29%
Total Revenue	\$ 2,806,610	\$ 11,624,780	\$ 11,624,780	\$ 2,855,742	\$ 3,061,425	\$ 205,683	26%

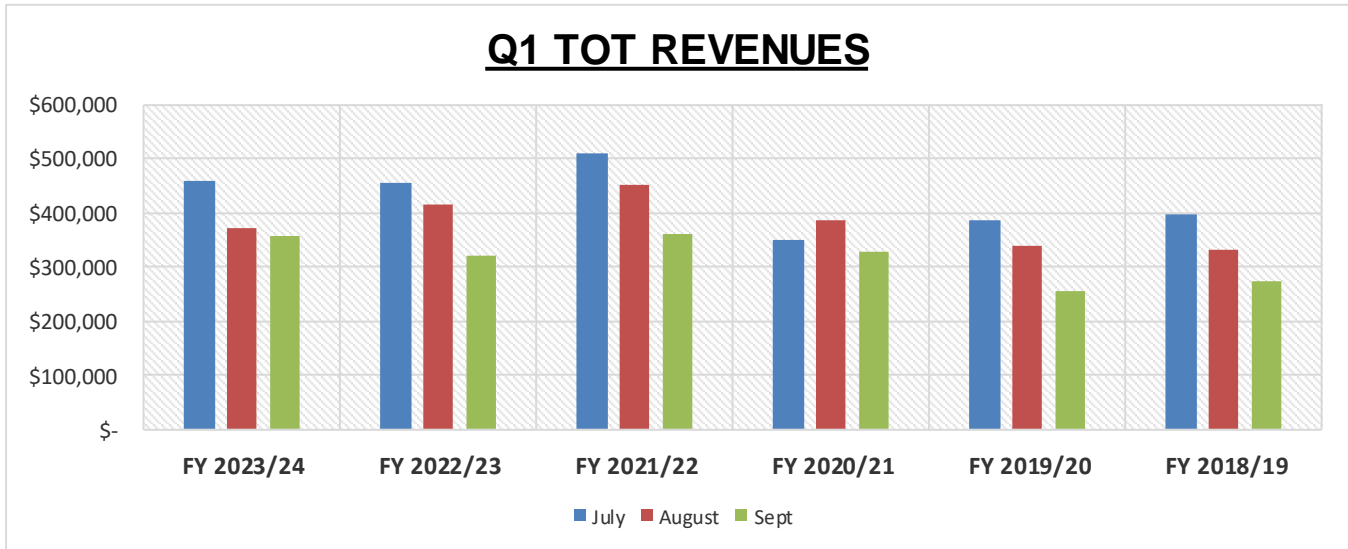
At the end of quarter one, the General Fund's operating revenues amounted to a little over \$3 million, surpassing quarterly budget projections by \$206k, which represents 26 percent of the amended Budget.

- Transient Occupancy Tax (TOT)** constitutes a significant portion, accounting for 28 percent of the total General Fund's revenue. In the last quarter of FY 19/20, TOT faced substantial challenges due to COVID restrictions, concluding the fiscal year with a deficit of \$660k compared to budget projections, resulting in an overall deficit for the general fund. However, in FY 20/21, TOT rebounded remarkably, achieving its best year to date and concluding the fiscal year at \$3.3 million. Contributing factors included eased international and domestic travel restrictions due to the pandemic, leading to an increase in the number of local visitors. Additionally, Visit Fort Bragg's ongoing marketing campaigns played a crucial role in attracting more visitors to Fort Bragg. In FY 22/23, TOT once again demonstrated a robust performance, indicating an 18% or \$186k growth compared to pre-pandemic numbers. Despite this positive outcome, receipts experienced a 10% decline compared to the exceptional quarter recorded in FY 21/22, as detailed in the historical revenue figures provided on the next page. In the Adopted Budget FY 23/24, budget projections were rather conservative, projecting just 1 percent growth. At the end of quarter one,



revenues for July and September beat the prior year numbers but were down in August by 10 percent compared.

S

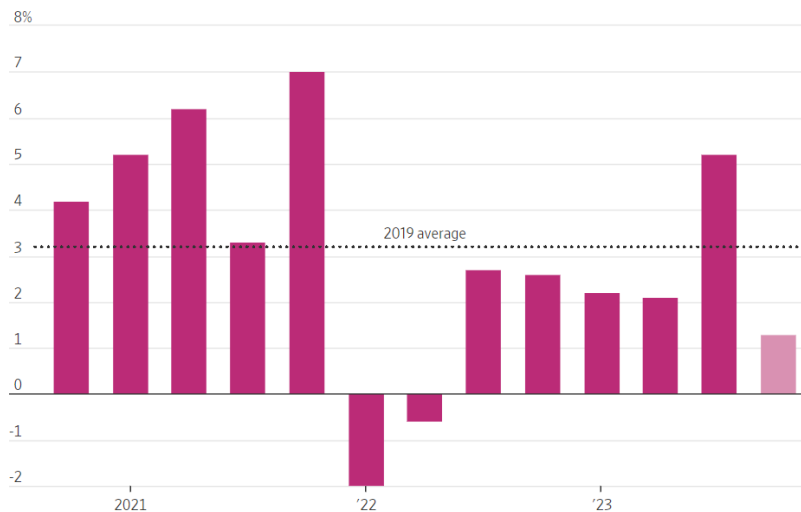


Sales Tax The local sales tax rate is 8.875%, of which the State receives 6%, 0.25% to the County, 1.625% Special Tax, and the City receives 1% (known as the Bradley Burns Local Sales and Use Tax).

Inflation accelerated last year as the U.S. economy recovered from the COVID-19 Pandemic. Prices rose as strong consumer demand—stoked by lower interest rates and government stimulus—collided with constrained supply chains and pandemic-related shortages. Russia's invasion of Ukraine in 2022 further spurred inflation worldwide, hitting food, energy, and other commodity prices.

The ongoing impact of the Federal Reserve's interest rate hikes on the economy remains a topic of concern among many analysts. These rate increases primarily aim to mitigate inflationary pressures by rendering borrowing more costly. The intended consequence is reduced spending by households and businesses, potentially resulting in slower wage growth as employers exercise caution in hiring.

Real GDP growth by quarter, annualized

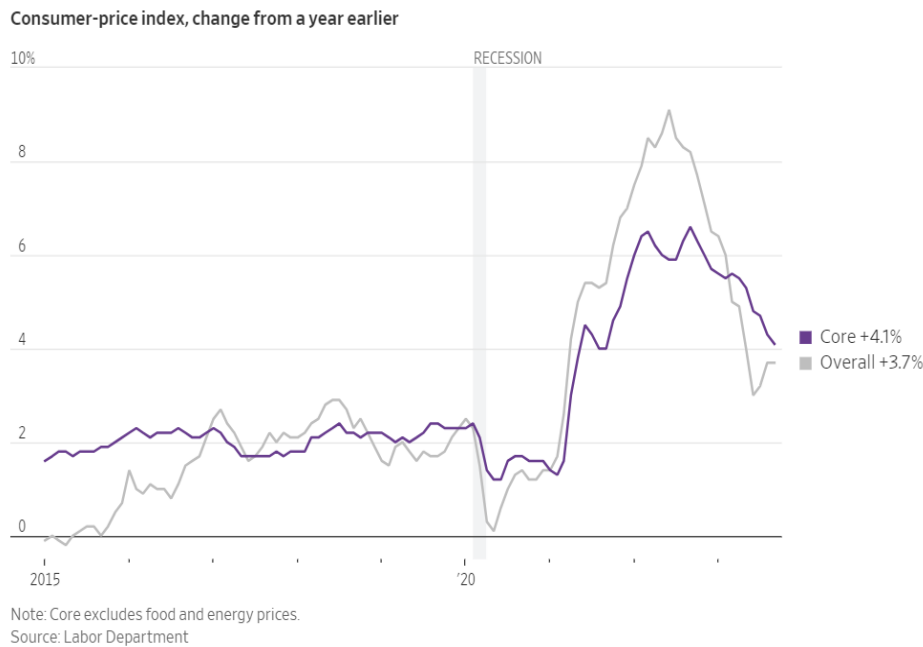


Note: Data for the current quarter is an estimate from the Atlanta Fed's GDPNow forecasting model. Sources: Commerce Department via Federal Reserve Bank of St. Louis (historical data); Atlanta Fed (forecast)



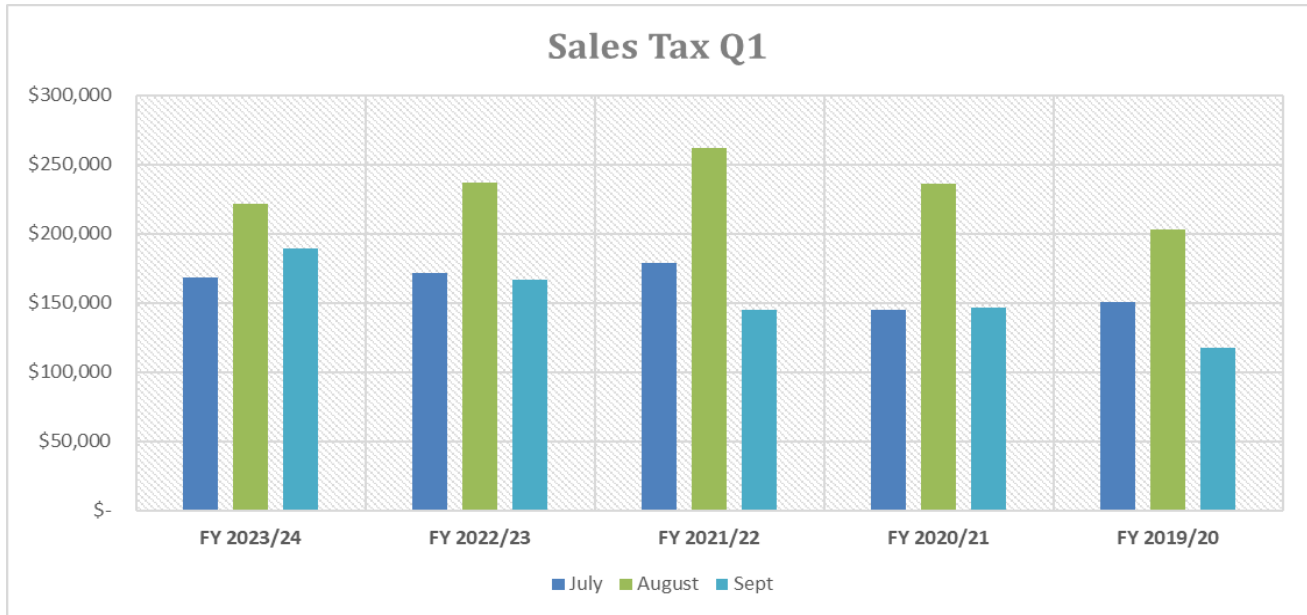
Despite a notable surge in the third quarter, the overall pace of economic expansion has been more subdued since the Federal Reserve initiated its series of rate hikes compared to the period preceding the Pandemic. The expectation was that these measures would counter inflation, but the effects on economic growth seem to have been more nuanced. As we move into the next quarter, there are indications that growth is once again moderating. This suggests that the full impact of the interest-rate hikes may still be unfolding and influencing economic dynamics. Observers will likely continue to closely monitor these developments to gauge the effectiveness of the Federal Reserve's monetary policy in steering the economy in a balanced direction.

The overall Consumer Price Index (CPI) increased by 3.7% in September 2023 from the same month a year ago, pulled down by a drop in gasoline prices that was partially offset by higher food costs. The reading was down from 8.3% in August to 9.1% in June, the highest inflation rate in four decades. The CPI measures what consumers pay for goods and services.



The current economic landscape is witnessing a shift in factors that have bolstered consumer spending over the past two years, and signs of strain are emerging. A notable concern is the decline in the personal saving rate, a metric indicating the funds individuals have left after accounting for expenditures and taxes. This rate has dipped to 3.9% in the latest measurement, signaling that many Americans are tapping into their savings. The expectation is that the summer robust pace may not be sustainable and might need to moderate.

Several challenges on the horizon could contribute to a slowdown in spending. The resumption of student loan repayments and rising gas prices are identified as potential hurdles, impacting Americans' discretionary budgets for activities like dining out and travel. While there has been growth in Americans' paychecks, a nuanced perspective emerges when adjusting for inflation and removing taxes. In August, incomes experienced a decline for the second consecutive month. The looming concern is that widespread company layoffs could further impact incomes if the labor market cools. Locally, as the economy moves into the slower winter months, the City will continue to monitor consumer spending trends and navigate the evolving financial landscape in the coming months.



In FY 22/23, Quarter-one results were 30 percent of the total Budget. Sales Tax was only down 2 percent compared to the same period last year but still up 22 percent compared to Pre-Pandemic, which is optimistic news for the City as this revenue category continues to record gains. All sales tax categories have experienced year-over-year growth, the largest of which includes Food Products, Construction, and transportation. In addition, the County Pool, where most online transactions are captured, has continued to grow. This growth is attributable to the Pandemic's sustained impact of redirecting significant activity to online sales. The recent growth in County Pool receipts has been fueled by online purchases during the Pandemic and is facilitated by the South Dakota vs. Wayfair, Inc. Supreme Court decision in 2018, which provided states with the authority to require online retailers to collect sales tax even without a local presence in that State. The County Pool revenue is distributed to all cities within Mendocino County based on a distribution formula administered by the CDTFA.

The City's Sales Tax conservative projections are that revenues will end the fiscal year at \$1.9 million, down 2% from the FY 22/23 year-end result of \$2.2 million, as the Fed has aggressively raised interest mentioned above.

- **Property Taxes:** Property Taxes are received in lump sums in December, April, and July, deviating from an even distribution throughout the year. This unique receipt pattern contrasts with the traditional evenly spread revenue streams. The rise in housing costs is particularly noteworthy, representing the most significant increase since the early 1980s. This surge can be attributed to a robust labor market, which has consistently propelled rental rates upward. Within the 95437 zip code, median home prices have maintained a year-over-year increase. According to data from Zillow as of September 2023, median home prices stood at \$554k, marking a substantial growth from \$480k—a decline of 8.2% over the past year. These trends emphasize the dynamic nature of property values and the broader economic landscape in the specified region.

The rapid half-point mortgage rate drop began when bond markets rallied after the Fed's rate hike pause on November 1 and continued when October inflation dropped. Mortgage rates have an inverse relationship with bonds, meaning that when interest in bonds—and subsequently bond prices—rises, mortgage rates tend to fall. The decline in rates has prompted a modest resurgence of interest in mortgages. According to the Mortgage Bankers Association (MBA), applications for home purchases increased by 5% between the last two weeks of November. However, this activity still remains below levels observed a year ago. The reason for this is that while rates have decreased in recent weeks, they are not exactly low. Approximately 83% of



mortgage homeowners currently have a rate of 5% or less, according to Redfin.

Nevertheless, today's rates are significantly lower than the highest rates U.S. borrowers faced in 1981 when rates reached nearly 19% on 30-year mortgages. The historical context underscores that despite the recent drop, current mortgage rates are comparatively favorable for borrowers in today's market.

Weekly mortgage rates

WEEK ENDING	AVERAGE 30-YEAR FIXED RATE	AVERAGE 15-YEAR FIXED RATE
Nov. 30, 2023	7.22%	6.56%
Nov. 22, 2023	7.29%	6.67%
Nov. 16, 2023	7.44%	6.76%
Nov. 9, 2023	7.50%	6.81%
Nov. 2, 2023	7.76%	7.03%

Freddie Mac

- **Other taxes** include Franchise Fees and Business License taxes. Actuals totaled \$180k, which is \$36k over the quarterly Budget estimates. The revenues from solid waste removal were up \$33k from quarterly budget projections due to the new solid waste franchise agreement with Redwood Waste Solutions. Conversely, revenues from Cable television franchise fees have slowly declined as more customers move to satellite and internet-based services. Business License Tax is collected during the business license renewal season in February to March of each year.
- **Reimbursements** include the annual Citizens' Option for Public Safety (COPS) reimbursements for the City's Community Service Officers (CSO), admin cost reimbursement from grants, Highway user tax, special sales tax allocation, developer deposit reimbursements, and cost allocations transfers, which are considered a cost to the Enterprise funds but revenue to the General Fund. This revenue ended the quarter at \$45k below the quarterly Budget due to the timing of some of the reimbursements, which is expected to pick up in the remaining quarters.
- **Intergovernmental** are reimbursements for staff time work on grants, including the School Resource Officer reimbursement, Social Services Liason Grant, Economic Development Agency (EDA), Community Development Block Grants (CDBG) for code enforcement, business assistance loan, Utility Bill assistance, and general administration. The Quarter ended result was 29% of the total Budget.



GENERAL FUND EXPENDITURES

The General Fund's adopted Budget for FY 2023/24 was \$11.5 million. The amended Budget is \$11.7 million, with Budget amendments of \$207,561, excluding Purchase order rollovers from the prior fiscal year.

EXPENDITURES	Prior FY Q1 Actuals	Adopted Budget FY 23/24	Amended Budget FY 23/24	FY 23/24		Variance vs. Quarterly Budget	% of Total Budget
				Q1 Budget	Q1 Actual Results		
General Government							
City Council	\$ 47,827	\$ 185,314	\$ 112,360	\$ 28,090	\$ 21,940	\$ 6,150	20%
Administrative Services	200,791	737,505	761,621	190,405	178,361	12,045	23%
City Attorney/Legal	110,807	300,000	314,193	78,548	43,549	34,999	14%
Finance	130,325	635,770	637,770	159,442	159,477	(35)	25%
Non-departmental (overhead)	439,162	1,138,196	1,141,534	285,383	616,731	(331,347)	54%
General Government Subtotal	928,912	2,996,784	2,967,476	741,869	1,020,058	(278,189)	34%
Public Safety							
Fire	118,281	453,708	453,708	113,427	122,402	(8,975)	27%
Police (Inc. Code Enforcement & Crew)	960,764	4,483,371	4,486,748	1,121,687	1,006,555	115,132	22%
Public Safety Subtotal	1,079,045	4,937,079	4,940,456	1,235,114	1,128,957	106,157	23%
Community Services							
Public Works	373,348	1,561,495	1,742,846	435,712	345,540	90,171	20%
Fort Bragg Marketing (Measure AA/AB)	43,385	240,650	252,458	63,114	29,360	33,755	12%
Community Development	73,894	443,898	450,795	112,699	102,861	9,838	23%
Community Contributions	17,558	147,588	174,957	43,739	117,158	(73,418)	67%
Debt	239,375	556,303	556,303	122,757	122,757	-	22%
Community Services Subtotal	747,560	2,949,933	3,177,358	778,020	717,675	60,345	23%
Allocation to Internal Service Funds	171,531	656,999	656,999	164,250	161,024	3,226	25%
Total Expenditure	\$ 2,927,048	\$ 11,540,795	\$ 11,742,289	\$ 2,919,253	\$ 3,027,714	\$ (108,461)	26%
Net Revenue /(Expenditure)	\$ (120,438)	\$ 83,985	\$ (117,509)	\$ (63,511)	\$ 33,711	\$ 97,222	

Operating expenditures from the General Fund concluded the quarter at \$3.03 million, representing 26 percent of the amended Budget. Listed below are the more significant variances.

- **City Attorney/Legal Costs** were just 14% of the total Budget and \$35k under the quarterly Budget due to a September outstanding invoice that have not been paid. Legal costs are expected to be within Budget towards the end of the fiscal year.
- **Non-departmental** is at 54% of the total Budget attributed to the nature of California Intergovernmental Risk Authority (CIRA) liability and property premium payments, which are paid in the first quarter. Overall, property insurance has increased by 83%, and worker's compensation and general liability also recorded a cost increase of 19% year-over-year. Additionally, \$150k was budgeted to contribute to Section 115 Trust to diversify the City's Investments to address the likelihood of increases to the California Public Employees' Retirement System (CALPERS) unfunded liability.



- **The Police Department** budget is at 22% of the total budget and is on track with quarterly projections. Dispatch costs will increase by 5 percent per the operating agreement with the City of Ukiah. Additionally, the department currently has an open positions, which are expected to be filled in the third quarter. The budget line item also includes Code Enforcement and Social Service liaison.
- **Community Contributions** include the Budget for Noyo Center, Special projects from Measure AB, Sister City Program, and Economic Development & Financing Corporation (EDFC). In quarter one, payment of \$17,558 was made to the Noyo center and \$97,600 to the Fort Bragg Unified School District to repair and resurface tennis courts from Measure AB Special projects fund.
- **Fort Bragg's Marketing** budget includes expenditures such as professional marketing, events, and Public relations services. The quarterly Budget is \$12k under Budget due to the timing of payments to Consultants and partner agencies, including Creative Thinking- Marketing.
- **Debt Payments** A significant accomplishment for the City in FY 2020/21 was developing and adopting a Pension funding policy. These included issuing Lease Revenue Bonds to reduce the City's Unfunded pension Liability by \$7.5 million in November 2021 to achieve a 90-100 percent funding status with CALPERS. FY 2023/24 Budget includes the City's second annual debt payment for these bonds, in which interest is paid in quarter one, and the principal is to be paid in the fourth quarter.

Overall, most of the general fund expenditures are in line with or below quarterly budget projections.

GENERAL FUND NET RESULTS

The City's primary operating fund is the General Fund, which heavily depends on revenues generated from Transient Occupancy Tax (TOT) and Sales Tax. Both of these revenue streams achieved their best performance in FY 20/21 and maintained strong results throughout FY 21/22, experiencing a slight decline in FY 22/23. As of Q1 in FY 23/24, both TOT and Sales Tax revenues have remained stable.

During the first quarter of the fiscal year, revenues amounted to \$3 million, equivalent to 26 percent of the annual Budget. Simultaneously, expenditures reached \$3.02 million, constituting 26 percent of the annual Budget. This resulted in a net revenue of \$33,711. Moving forward, our team will actively monitor revenues throughout the fiscal year to ensure they align with expenditure levels.

The upcoming Mid-Term Budget workshop, scheduled for March 2023, presents an opportune moment to assess the impacts of the economic slowdown observed in other sectors of the economy. This workshop will be instrumental in gaining insights into the evolving fiscal landscape and making informed decisions to maintain a balanced budget.

Summary of FY 2023/24 Q1 General Fund Operating Results							
	Prior FY Q1 Actuals	Adopted Budget FY 23/24	Amended Budget FY 23/24	FY 23/24		Variance vs. Quarterly Budget	% of Total Budget
				Q1 Budget	Q1 Actual Results		
Total Revenue	\$ 2,806,610	\$ 11,624,780	\$ 11,624,780	\$ 2,855,742	\$ 3,061,425	\$ 205,683	26%
Total Expenditure	\$ 2,927,048	\$ 11,540,795	\$ 11,742,289	\$ 2,919,253	\$ 3,027,714	\$ (108,461)	26%
Net Revenue /(Expenditure)	\$ (120,438)	\$ 83,985	\$ (117,509)	\$ (63,511)	\$ 33,711	\$ 97,222	



MEASUE AA/AB UPDATE

1. Special Projects Allocation – 0.25%

C/F Balance 6/30/21:	\$	67,000
FY 21/22		
FY 21/22 Allocation		60,000
Dana Grey Water System Upgrade		(28,097)
Bainbridge Park Soccer		(51,228)
Purchase Groomer/Renovator		(9,300)
Balance 6/30/22	\$	38,375
FY 22/23		
Allocation FY 22/23	\$	70,231
Repair & Resurface of 4 Tennis & Pickle Ball Courts		
FY 23/24		
Allocation FY 23/24	\$	70,231
Repair & Resurface of 4 Tennis & Pickle Ball Courts		(97,600)
Est. Balance 6/30/24	\$	81,237

2. Noyo Center Allocation – 0.25%

C/F Balance 6/30/22:	\$	-
FY 22/23		
FY 22/23 Allocation		70,231
Quarter 1		(17,558)
Quarter 2		(17,558)
Quarter 3		(17,558)
Quarter 4		(17,558)
Balance 6/30/23	\$	-
FY 23/24		
Allocation FY 23/24	\$	70,231
Noyo Center Q1 Allocation		(17,558)
Est. Balance 9/30/23	\$	52,673.25



WATER ENTERPRISE FUND

The Water Enterprise concluded the quarter with revenues totaling \$805k, equivalent to 26 percent of the overall Budget. Concurrently, expenditures for the same period amounted to \$722k, representing 27 percent of the total Budget. This financial snapshot underscores a revenue surplus of \$83k for the quarter, highlighting a favorable fiscal position for the Water Enterprise at this juncture. Ongoing monitoring of revenues and expenditures will continue to ensure prudent financial management in alignment with budgetary goals.

Summary of FY 2023/24 Q1 Water Enterprise Operating Results							
	Prior FY Q1 Actuals	Adopted Budget FY 23/24	Amended Budget FY 23/24	FY 23/24		Variance vs. Quarterly Budget	% of Total Budget
				Q1 Budget	Q1 Actual Results		
Charges for Services	\$ 773,645	\$ 3,050,060	\$ 3,050,060	\$ 843,232	\$ 798,887	\$ (44,345)	26%
Other Revenue	17,828	49,000	\$ 49,000	12,250	6,137	(6,113)	13%
Total Revenue	\$ 791,473	\$ 3,099,060	\$ 3,099,060	\$ 855,482	\$ 805,024	\$ (50,458)	26%
Expenditure by Category							
Debt Service	\$ 329,976	340,080	\$ 340,080	\$ 326,749	\$ 284,191	\$ 42,558	84%
Personnel services	198,426	1,192,854	1,192,854	298,214	188,295	109,918	16%
Administration	127,438	473,565	473,565	118,391	112,174	6,217	24%
Contractual services	34,579	93,000	122,258	30,565	8,535	22,030	7%
Materials & supplies	41,244	280,948	280,948	70,237	18,796	51,441	7%
Utilities	49,568	175,000	175,000	43,750	48,071	(4,321)	27%
Repairs & maintenance	4,687	44,500	45,878	11,470	8,299	3,170	18%
Insurance	63,962	62,689	62,689	15,672	53,392	(37,720)	85%
Other operating	3,806	10,500	10,500	2,625	330	2,295	3%
Total Expenditure	\$ 853,686	\$ 2,673,136	\$ 2,703,772	\$ 917,672	\$ 722,083	\$ 195,589	27%
Net Revenue /(Expenditure)	\$ (62,213)	\$ 425,924	\$ 395,288	\$ (62,190)	\$ 82,941	\$ 145,131	

Net Revenue /(Expenditure)	\$ 111,377	\$ 206,190	\$ 149,006	\$ 6,897	\$ (62,213)	\$ (69,110)	
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- **Charges for Services** the revenue structure of the Water Enterprise Fund is significantly supported by Charges for Services. The first quarter demonstrated consistent performance compared to the previous fiscal year, with revenues typically higher in this period due to seasonal factors. During FY 22/23, quarter one, the City of Fort Bragg declared a Stage 2 water warning, leading to the implementation of mandatory stage two water conservation measures. These measures aimed at reducing water consumption by 10-20%. The proactive steps taken by ratepayers in the prior fiscal year, particularly during the summer, contributed to water conservation efforts. In response to these challenges, the city has undertaken initiatives to identify and address leaks. The installation of new Water Meters funded by the CDBG Grant in Quarters two and three will enhance real-time leak detection capabilities. Moreover, improvements to the customer portal through Water Smart will provide customers with analytics on their water usage, offering valuable information to address leaks and manage high water usage more effectively. These advancements reflect the City's commitment to efficient water management and customer engagement. The City received significant rainfall at the end of the winter months and is forecasted to have more rainwater replenishing our three raw water sources in the coming winter months.

- **Debt Service** The adopted Budget for Debt Service stands at \$330k within the Water Enterprise Fund. Presently, the fund carries only one outstanding debt: the state of California Department of Water Resources Loan, which amounted to \$476k and was successfully paid off in the preceding fiscal year. Additionally, the 2014 Water Revenue Refunding Bond, with a principal of \$337,080, is set to mature in the current fiscal year. As of now, Debt Services are at 84% of the Budget. This percentage reflects the timing of the payments, as



per the Debt Schedule, with payments typically made in Quarter one. The fiscal responsibility demonstrated by the successful repayment of the prior loan underscores the prudent financial management within the Water Enterprise Fund. The upcoming maturation of the Water Revenue Refunding Bond is a key consideration in managing the Debt Service budget for the remainder of the fiscal year.

- **Contractual Services** budget covers Utility Billing costs for printing, mailing, and compliance with Senate Bill 998. These costs have come in below Budget in the first quarter.
- **Utilities** are up 27% of the total Budget. Energy costs for Electric have risen by 35% per month compared to last year due rate increases with a slight increase in consumption.
- **Insurance costs**, including Property & ADP Contributions, DIC Earthquake, and flood deductible buy-down, are paid in the first quarter annually. As mentioned earlier, CIRA insurance costs have recorded year-over-year increases. Property Insurance increased by 83% and DIC by 43% overall. Currently, the Insurance costs are over 85% of the Budget. Staff is working with CIRA to confirm the allocation of property insurance before the mid-term Budget.

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

WASTEWATER ENTERPRISE FUND

Wastewater Enterprise's revenue ended the quarter at \$950k, which is 28 percent of the total Budget, and expenditures ended the first quarter at \$756k, in line with overall quarter one budget projections.

Summary of FY 2023/24 Q1 Wastewater Enterprise Operating Results							
	Prior FY Q1 Actuals	Adopted Budget FY 23/24	Amended Budget FY 23/24	FY 23/24		Variance vs. Quarterly Budget	% of Total Budget
				Q1 Budget	Q1 Actual Results		
Charges for Services	\$ 873,566	\$ 3,391,756	\$ 3,391,756	\$ 847,939	\$ 915,238	\$ 67,299	27%
Other Revenue	52,218.00	140,000	140,000	35,000	35,248	248	25%
Total Revenue	\$ 925,784	\$ 3,531,756	\$ 3,531,756	\$ 882,939	\$ 950,485	\$ 67,546	27%
Expenditure by Category							
Personnel services	148,287	714,353	714,353	178,588	199,423	(20,835)	28%
Administration	171,905	713,395	713,395	178,349	171,647	6,702	24%
Contractual services	27,122	411,701	715,476	178,869	57,399	121,471	8%
Materials & supplies	77,648	298,894	418,715	104,679	77,309	27,370	18%
Utilities	96,367	300,000	300,000	75,000	116,542	(41,542)	39%
Repairs & maintenance	19,583	89,750	90,832	22,708	21,774	934	24%
Insurance	81,174	70,633	70,633	17,658	112,645	(94,987)	159%
Total Expenditure	\$ 622,086	\$ 2,598,726	\$ 3,023,404	\$ 755,851	\$ 756,738	\$ (887)	25%
Net Revenue /(Expenditure)	\$ 303,698	\$ 933,031	\$ 508,352	\$ 127,088	\$ 193,747	\$ 66,659	

- Similar to the Water Enterprise Fund, revenues for the relevant fiscal year rebounded to pre-COVID levels in FY 20/21, totaling \$950k or 27 percent of the total Budget. Encouragingly, in the current fiscal year, FY 23/24, revenues are continuing this positive trend and currently stand at 27% of the total Budget. This upward trajectory reflects a resilient financial performance and suggests sustained recovery from the impacts of the COVID-19 pandemic. Monitoring these revenue trends will be crucial in ensuring continued fiscal health and effective budgetary management.



- **Utilities** are up 39% of the total Budget. Energy costs for Electric have risen by 60% or \$12k/month compared to the last year due to rate increases.
- **Insurance costs**, Including Property & ADP Contributions, DIC Earthquake, and flood deductible buy-down, are paid annually in the first quarter. As mentioned earlier, there have been year-over-year increases in CIRA insurance costs, particularly due to the impact of the new Wastewater Treatment Plant on Property Insurance for the fund in recent years. Property Insurance has increased by 83%, and DIC by 43% overall. At present, insurance costs are exceeding the Budget by \$53k. Our staff is actively collaborating with CIRA to confirm the allocation of property insurance costs. This clarification is essential before the mid-term Budget, as it will help determine whether a Budget Amendment is necessary to address the current overage in insurance expenditures.

Most expenditures align with quarterly budget projections, and staff anticipates that revenues will outpace expenditure estimates come year-end.

CV STARR ENTERPRISE

The C.V. Starr Community Center and Sigrid & Harry Spath Aquatic Facility (C.V. Starr Center) represent a comprehensive 43,000-square-foot establishment. This multifaceted facility features an indoor water park, fitness and exercise rooms, weight rooms, and meeting spaces available for community use. The surrounding grounds complement the Center's offerings with amenities such as a dog park, Skateboard Park, and petanque courts. Ownership of the C.V. Starr Center lies with the City, and its operational, maintenance, and capital improvement costs are partially mitigated through restricted sales tax and property tax revenues. These dedicated funds are specifically allocated to the C.V. Starr Enterprise Fund, ensuring a financial framework to support the ongoing success of the facility.

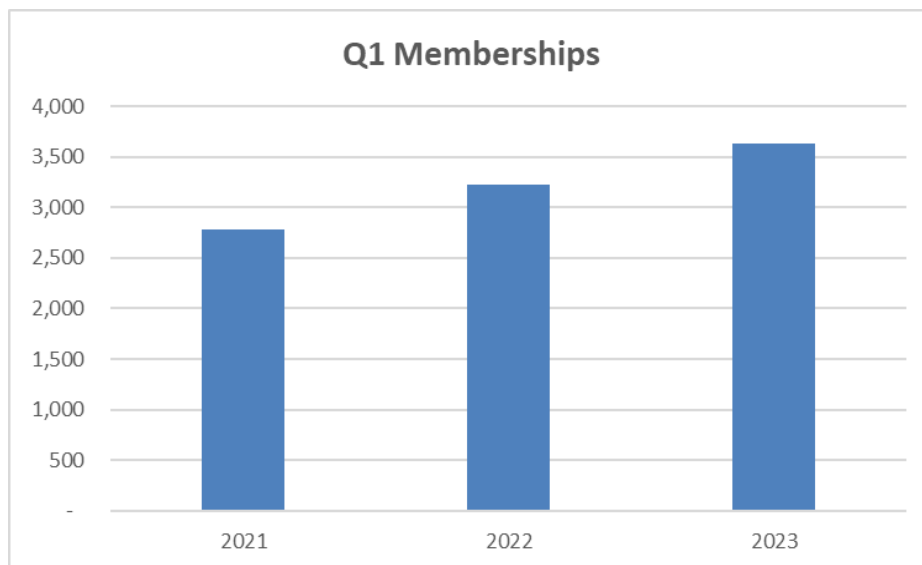
The City has engaged in a contractual arrangement with the Mendocino Coast Recreation and Parks District (MCRPD) for the day-to-day operation and maintenance of the C.V. Starr Center. However, a significant development occurred in August 2023 when the MCRPD Board issued notice to terminate the operating agreement. The MCRPD allowed for a 6-month transition to facilitate a smooth transition.

In response to this change, the CV Starr Ad-Hoc Committee, in collaboration with City Staff, has diligently formulated a comprehensive plan. The objective is to seamlessly integrate the C.V. Starr Center into the City's operational framework, and this transition is anticipated to be completed by February 2024. This strategic plan ensures the continued provision of services and facilities to the community, aligning with the City's commitment to its residents' well-being and recreational needs.



Summary of FY 2023/24 Q1 CV Starr Enterprise Operating Results						
	Adopted Budget FY 23/24	Amended Budget FY 23/24	FY 23/24		Variance vs. Quarterly Budget	% of Total Budget
			Q1 Budget	Q1 Actual Results		
Operating Revenues	596,248	596,248	\$ 149,062	200,956	\$ 51,894	34%
Sales Tax	1,199,769	1,199,769	299,942	326,867	26,925	27%
Property Taxes	283,127	283,127	-	-	-	0%
Other Revenue	50,000	50,000	12,500	777	(11,723)	2%
Total Revenue	\$ 2,129,144	\$ 2,129,144	\$ 461,504	\$ 528,600	\$ 67,096	25%
Expenditure by Category						
Personnel services	1,439,777	1,439,777	359,944	395,663	(35,719)	27%
Administration	32,300	32,300	8,075	622	7,453	2%
Contractual services	35,419	50,419	12,605	14,210	(1,605)	28%
Utilities	350,000	350,000	87,500	88,732	(1,232)	25%
Repairs & maintenance	60,000	67,247	16,812	15,932	879	24%
Insurance	30,208	30,208	7,552	-	7,552	0%
Other operating	173,011	173,011	43,253	27,957	15,295	16%
Total Expenditure	\$ 2,120,714	\$ 2,142,961	\$ 535,740	\$ 543,117	\$ (7,376)	25%
Net Revenue /(Expenditure)	\$ 8,430	\$ (13,817)	\$ (74,236)	\$ (14,516)	\$ 59,719	

The revenue generated from general admissions encompasses user fees obtained from drop-in visits, membership sales, and other admissions. The Center was closed during COVID-19, impacting membership sign-ups and drop-in visits. The facility experienced a delayed opening post-COVID due to safety precautions, such as the continued use of masks (except in the pool area), the closure of showers to minimize unmasked time, and capacity restrictions during Open Swim and Swim Slide Splash sessions, contributed to this shortfall. Despite the challenges, since re-opening, membership revenue and general admissions have rebounded at the end of quarter one at \$200,956, 34 percent of the overall Budget. At the time of this report, the City Council approved rate increases in the second quarter, which take effect in January 2024, generating an estimated \$90k in additional revenue.





It's encouraging to report that our sales tax figures align with our quarterly budget projections, and we are on track to meet our overall budget expectations of \$1.2 million. This positive trajectory reflects our effective strategies and market responsiveness.

On the property tax front, funds are received in the third quarter of the fiscal year. This timing aligns with our budget planning, contributing to the overall financial health of the Center.

Regarding personnel costs, we are currently at 27% of the Budget, effectively meeting our quarterly expectations. However, recognizing the dynamic nature of our operations, we are actively evaluating and planning to restructure staffing to ensure optimal efficiency and resource utilization.

Shifting our focus to administration costs, which encompass legal, travel, and training expenses, it's noteworthy that a substantial portion of these expenditures is expected to be incurred in the second and third quarters. As we progress through the fiscal year, we remain committed to prudent financial management, ensuring that our budget allocations align with our operational needs and strategic goals.



CITY OF FORT BRAGG

Incorporated August 5, 1889

416 N. Franklin Street, Fort Bragg, CA 95437

Phone: (707) 961-2823 Fax: (707) 961-2802

www.FortBragg.com

CERTIFICATE OF COMPLETION

All items of work and the provisions of the contract executed with American Chiller Service, Inc. for labor, materials, equipment, and supervision for the Domestic Boilers and Storage Tank Replacement Project dated May 15, 2023, have been completed.

This project as described above was awarded by the Fort Bragg City Council by resolution at their meeting of April 10, 2023.

It is recommended that the completed project be accepted by the City Council.

DocuSigned by:

Chantell O'Neal

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Chantell O'Neal

Assistant Director of Engineering

DATED: November 30, 2023.

EXHIBIT "A"



CITY OF FORT BRAGG

Incorporated August 5, 1889

416 N. Franklin Street, Fort Bragg, CA 95437

Phone: (707) 961-2823 Fax: (707) 961-2802

www.FortBragg.com

CERTIFICATE OF COMPLETION

All items of work and the provisions of the contract executed with Fort Bragg Electric, Inc. for labor, materials, equipment, and supervision for the Elm Street Lift Station Project dated July 1, 2023, have been completed.

This project as described above was awarded by the District Board of the Fort Bragg Municipal Improvement District No. 1 by resolution at their meeting of June 12, 2023.

It is recommended that the completed project be accepted by the District Board.

DocuSigned by:

Chantell O'Neal

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Chantell O'Neal

Assistant Director of Engineering

DATED: November 30, 2023.

EXHIBIT "A"