



# City of Fort Bragg

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

## Meeting Agenda Special City Council

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

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Monday, August 30, 2021

6:00 PM

Via Video Conference

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### Special Meeting

#### CALL TO ORDER

#### ROLL CALL

#### PLEASE TAKE NOTICE

*Due to state and county health orders and to minimize the spread of COVID-19, City Councilmembers and staff will be participating in this meeting via video conference. The Governor's executive Orders N-25-20, N-29-20, and N-08-21 suspend certain requirements of the Brown Act and allow the meeting to be held virtually.*

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

#### ZOOM WEBINAR INVITATION

*You are invited to a Zoom webinar.  
When: Aug 30, 2021 06:00 PM Pacific Time (US and Canada)  
Topic: Special City Council Meeting*

*Please click the link below to join the webinar:*

*<https://us06web.zoom.us/j/82538798454>*

*Or Telephone:*

*Dial +1 253 215 8782 or +1 346 248 7799 (\*6 mute/unmute, \*9 raise hand)*

*Webinar ID: 825 3879 8454*

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

## **1. PUBLIC COMMENTS ON: (1) 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.*

## **2. CONSENT CALENDAR**

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

- 2A. [21-436](#)** Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

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

- 2B. [21-446](#)** Adopt City Council Resolution Approving the Revised Temporary Water Sharing Agreement Between the City of Fort Bragg and the Fort Bragg Unified School District

**Attachments:** [RESO Revised Water Sharing Agreement](#)  
[Revised Temporary Water Sharing Agreement - Redline](#)  
[Revised Temporary Water Sharing Agreement - Final](#)  
[Public Comment 2B](#)

- 2C. [21-451](#)** Adopt City Council Resolution Authorizing City Manager to Execute Contract Amendment with Coleman Engineering for Additional Water Emergency Project Services, Increasing the Amount of the Contract by \$40,000; Total Contract Amount not to Exceed \$55,000 (Account No. 651-6130-0731) and Approving Budget Amendment No. 2022-05 to Appropriate \$40,000 from the Water Enterprise Fund to Account No. 651-6130-0731

**Attachments:** [Coleman Additional Services Proposal](#)  
[Resolution](#)  
[Exhibit A](#)

- 2D. [21-458](#)** Adopt Joint City Council/Municipal Improvement District Board Resolution Authorizing City Manager to Execute Contract Change Order With Akeff

Construction Services, Inc. for the Maple Street Storm Drain and Alley Rehabilitation Project (PWP-00116), Increasing the Contract By \$82,700.00 and Approving Budget Amendment No. 2022-09 to Appropriate Funds from the Waste Water Enterprise Non-Routine Maintenance Fund (Account 714-4713-0751) to Streets Project Fund (Account 420-4870-0731) for a Total Contract Amount Not to Exceed \$1,334,054.00

**Attachments:** [Change Order No. 2 Request](#)  
[RESO Maple Street Project CCO2 BA09](#)  
[Exhibit A BA 2022-09](#)  
[Public Comment 2D](#)

- 2E. [21-459](#) Adopt City Council Resolution Approving Budget Amendment 2022-08 Amending Fiscal Year 2021-22 Budget to Allocate \$25,000 for Purchase and Installation of Outdoor Kiosk

**Attachments:** [RESO Budget Amendment 2022-08](#)  
[Ex A Amendment 2022-08](#)  
[Quote - CONQ1294](#)  
[The Valencia Kiosk](#)

- 2F. [21-462](#) Adopt City Council Resolution Approving Mutual Aid Agreement Providing for Emergency Assistance Among the County of Mendocino, City of Ukiah, City of Fort Bragg and other Signatory Cities or Special Districts

**Attachments:** [RESO Mutual Aid Agreement](#)  
[2021 Mutual Aid Agreement Mendo County-Cities - Final](#)

- 2G. [21-463](#) Adopt City Council Resolution Authorizing Submission of Co-Application with Danco Communities for Permanent Local Housing Allocation Program Non-Entitlement Local Government Competitive Funds in the Amount of \$2,400,000 to Support the Development of a 69-Unit Affordable Housing Project Located at 441 South Street

**Attachments:** [RESO Danco PLHA Grant](#)  
[Att 1 - PLHA Application](#)  
[Att 2 - Letter of Intent](#)

- 2H. [21-441](#) Approve Minutes of August 9, 2021

**Attachments:** [CCM2021-08-09](#)

- 2I. [21-457](#) Approve Minutes of Special Meeting of August 23, 2021

**Attachments:** [CCM2021-08-23 Special](#)

### **3. CONDUCT OF BUSINESS**

- 3A. [21-452](#)** Receive Report and Consider Adoption of Municipal Improvement District Resolution Approving Budget Amendment 2022-06 Amending Fiscal Year 2021-22 Budget for Additional Shipping Costs of the Wastewater Treatment Plant's Biosolids Dryer

**Attachments:** [08302021 Staff Report](#)

[Att. 1 Resolution](#)

[Att. 2 Exhibit A Budget Amendment 2022-6.xlsx](#)

[Att. 3 Biosolids Treatment System Proposal](#)

- 3B. [21-456](#)** Receive Report and Consider Adoption of City Council Resolution Ratifying and Authorizing the City Manager to Execute Purchase Order/Purchase Agreement for the Purchase of Groundwater Treatment Equipment and Spare Parts for the Desalination Pretreatment Filtration System, Amount Not to Exceed \$154,624, Budget Amendment No. 2022-07 (Account No. 651-6130-0731)

**Attachments:** [08302021 Groundwater Treatment System Staff Report](#)

[Att. 1 Ground Water Treatment RESO](#)

[Att. 2 Budget Amendment 2022-07](#)

[Att. 3 Desalination Spare Parts Proposal](#)

[Att. 4 Redwood Well Treatment Syst Proposal](#)

[Public Comment 3B](#)

#### **4. CLOSED SESSION**

- 4A. [21-461](#)** PUBLIC EMPLOYEE PERFORMANCE EVALUATION; Pursuant to Government Code Section 54957: Title: City Manager
- 4B. [21-460](#)** CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6: City Negotiator: Bernie Norvell, Mayor; Employee Classification: City Manager

#### **ADJOURNMENT**

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 August 27, 2021.

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June Lemos, CMC  
City Clerk

**NOTICE TO THE PUBLIC:****DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:**

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

**ADA NOTICE AND HEARING IMPAIRED PROVISIONS:**

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

*If you need assistance to ensure your full participation, please contact the City Clerk at (707) 961-2823. Notification 48 hours in advance of any need for assistance will enable the City to make reasonable arrangements to ensure accessibility.*

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



# City of Fort Bragg

416 N Franklin Street  
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## Text File

File Number: 21-436

**Agenda Date:** 8/30/2021

**Version:** 1

**Status:** Consent Agenda

**In Control:** Special City Council

**File Type:** Resolution

**Agenda Number:** 2A.

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

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

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

Date	Resolution No.
April 6, 2020	4245-2020
April 20, 2020	4247-2020
May 11, 2020	4250-2020
May 26, 2020	4253-2020
June 8, 2020	4266-2020
June 22, 2020	4270-2020
July 13, 2020	4284-2020
July 27, 2020	4289-2020
August 10, 2020	4294-2020
August 31, 2020	4300-2020
September 21, 2020	4304-2020
October 13, 2020	4317-2020
October 26, 2020	4319-2020
November 9, 2020	4323-2020
November 23, 2020	4329-2020
December 14, 2020	4333-2020
December 22, 2020	4340-2020
January 11, 2021	4343-2021
January 25, 2021	4347-2021
February 22, 2021	4358-2021
March 8, 2021	4363-2021
March 22, 2021	4366-2021
April 12, 2021	4376-2021
April 26, 2021	4381-2021
May 10, 2021	4385-2021
May 24, 2021	4391-2021
June 14, 2021	4396-2021
June 28, 2021	4405-2021
July 12, 2021	4418-2021
July 26, 2021	4422-2021
August 9, 2021	4427-2021

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



**RESOLUTION NO. \_\_\_\_-2021**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a special meeting of the City Council of the City of Fort Bragg held on the 30<sup>th</sup> day of August, 2021 by the following vote:**

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

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**BERNIE NORVELL**  
**Mayor**

**ATTEST:**

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**June Lemos, CMC**  
**City Clerk**



# City of Fort Bragg

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

## Text File

File Number: 21-446

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**Agenda Date:** 8/30/2021

**Version:** 1

**Status:** Consent Agenda

**In Control:** Special City Council

**File Type:** Resolution

**Agenda Number:** 2B.

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

The City Council originally approved the Water Sharing Agreement between the City of Fort Bragg and the Fort Bragg Unified School District on August 12. The School District considered the Agreement at its August 19, 2021 meeting and had concerns based on a public comment made at the August 12 City Council meeting regarding speculative impacts to surrounding wells. While the District was concerned with possible legal consequences from approving the Agreement, they voiced their commitment to assisting the community during this water emergency. At a special meeting of the School District on August 25, 2021, attended by the City Manager, the City's Public Works Director and the City's Water Law Counsel, the parties were able to agree on the language presented tonight that modifies what was approved by the City Council on August 12.

The redline version of the Agreement provides the specific language changes, which provided for expanded indemnification and assurances from the City's legal counsel that the Agreement did not violate federal, state, local laws or regulations. City staff did review the public comment and concluded that legal wells within City limits are limited to irrigation uses and in almost all cases, water in the region moves above and below ground from East to West towards the Ocean and temporarily diverting the District's irrigation water use to City water supply had a low risk of harm to nearby wells.

**RESOLUTION NO. \_\_\_\_-2021**

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

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

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

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

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

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

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

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

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

**WHEREAS**, on August 9, 2021, after a properly noticed public hearing, the City Council declared a Stage 3 Water Emergency and implemented Stage 3 Water Conservation Restrictions for the Fort Bragg Water System; and

**WHEREAS**, on September 13, 2021 after a properly noticed public hearing, the City Council will be asked to consider declaring a Stage 4 Water Crisis and implementing Stage 4 Water Conservation Restrictions for the Fort Bragg Water System if water supply has deteriorated to a level appropriate for such action; and

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

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

**WHEREAS**, current drought conditions have the potential to cause harm to the health, safety and welfare of the residents, visitors and businesses who depend on the City's Water System as their sole and primary source of water used for consumption, health and sanitation; and

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

**WHEREAS**, the Fort Bragg Unified School District approved a revised Temporary Water Sharing Agreement on August 25, 2021; and

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

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

1. The foregoing recitals are true and correct and are made a part of this Resolution.
2. It is in the best interests of the City's Water System customers to provide sufficient water to ensure the health, sanitation and safety of its customers.
3. Temporary use of the water from the Fort Bragg Unified School District well will increase the water supply available to the City during the current Water drought Emergency.

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

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a special meeting of the City Council of the City of Fort Bragg held on the 30<sup>th</sup> day of August, 2021, by the following vote:

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

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**BERNIE NORVELL**  
Mayor

**ATTEST:**

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**June Lemos, CMC**  
City Clerk

## TEMPORARY WATER SHARING AGREEMENT

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

### 1. RECITALS

A. District is the owner of that certain real property (“**District Property**”) located in the City of Fort Bragg, Mendocino County, California, more particularly identified as Mendocino County Assessor Parcel Number \_\_\_\_\_ 008-340-02-00.

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

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

~~E.D.~~ On August 9, 2021, after a public hearing, the City declared a Stage 3 Water Emergency for the Fort Bragg Water System.

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

~~F. District has agreed to assist the City in meeting its water supply needs on a temporary basis upon the terms and conditions of this Agreement. City determined that the temporary use of the District’s Well water is exempt pursuant to the California Environmental Quality Act (“CEQA”) and Title 14, the California Code of Regulations (“CEQA Guidelines”), Section 15269 (c) as an emergency project to prevent or mitigate an emergency.~~

~~E.G. City consulted with a water law attorney and based on such advice, represents and warrants that this Water Sharing Agreement does not violate federal, state or local laws or regulations.~~

**NOW THEREFORE**, the Parties agree as follows:

2. **TERM.** The primary term of this Agreement shall begin on the Effective Date and remain in effect until October 31, 2021 (“**Primary Term**”) unless both Parties mutually agree to an extension (“**Extended Term**”). All of the provisions of this Agreement shall bind the Parties during any Extended Term. The Primary Term and the Extended Term shall be collectively referred to herein as the “**Term**”.

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

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

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

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

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

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

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

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

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

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

8. **NON EXCLUSIVE.** District hereby reserves to itself the right to use the District Property for any purposes that will not interfere with the City's exercise of its rights under this Agreement.



Notwithstanding the foregoing, District agrees not to grant any other rights of use in the Well during the Term.

9. **INDEMNIFICATION AND INSURANCE.** City shall fully indemnify, hold harmless, and defend District for any and all liability related to or arising out of the exercise by City of the rights granted under this Agreement, including, without limitation, claims by neighboring landowners related to impacts to their wells. ~~In addition, the Parties each agree to protect, indemnify and hold harmless the others from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, incurred by, or asserted against any one of the Parties by reason of the actions of the other Party on the District Property.~~ The obligations under this Section 9 shall survive any termination of this Agreement. During the Term, all Parties, at their own cost, shall maintain comprehensive liability and property damage insurance on the District Property in the amount of One Million Dollars (\$1,000,000.00) combined single limit per occurrence. Documentation of all coverage, including additional insured certificates and endorsements, shall be provided to a Party upon request.

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

#### 11. MISCELLANEOUS.

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

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

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

such Party may subsequently designate to the other Parties by notice given hereunder:

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

City: City of Fort Bragg  
Attention: Tabatha Miller, City Manager  
416 North Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Email: tmiller@fortbragg.com

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

FORT BRAGG UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CITY OF FORT BRAGG

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## TEMPORARY WATER SHARING AGREEMENT

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

### 1. RECITALS

A. District is the owner of that certain real property (“**District Property**”) located in the City of Fort Bragg, Mendocino County, California, more particularly identified as Mendocino County Assessor Parcel Number 008-340-02-00.

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

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

D. On August 9, 2021, after a public hearing, the City declared a Stage 3 Water Emergency for the Fort Bragg Water System.

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

F. City determined that the temporary use of the District’s Well water is exempt pursuant to the California Environmental Quality Act (“**CEQA**”) and Title 14, the California Code of Regulations (“**CEQA Guidelines**”), Section 15269 (c) as an emergency project to prevent or mitigate an emergency.

G. City consulted with a water law attorney and based on such advice, represents and warrants that this Water Sharing Agreement does not violate federal, state or local laws or regulations.

**NOW THEREFORE**, the Parties agree as follows:

2. **TERM.** The primary term of this Agreement shall begin on the Effective Date and remain in effect until October 31, 2021 (“**Primary Term**”) unless both Parties mutually agree to an extension (“**Extended Term**”). All of the provisions of this Agreement shall bind the Parties during any Extended Term. The Primary Term and the Extended Term shall be collectively referred to herein as the “**Term**”.

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

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

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

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

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

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

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

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

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

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

8. **NON EXCLUSIVE.** District hereby reserves to itself the right to use the District Property for any purposes that will not interfere with the City's exercise of its rights under this Agreement.

Notwithstanding the foregoing, District agrees not to grant any other rights of use in the Well during the Term.

9. **INDEMNIFICATION AND INSURANCE.** City shall fully indemnify, hold harmless, and defend District for any and all liability related to or arising out of the exercise by City of the rights granted under this Agreement, including, without limitation, claims by neighboring landowners related to impacts to their wells. The obligations under this Section 9 shall survive any termination of this Agreement. During the Term, all Parties, at their own cost, shall maintain comprehensive liability and property damage insurance on the District Property in the amount of One Million Dollars (\$1,000,000.00) combined single limit per occurrence. Documentation of all coverage, including additional insured certificates and endorsements, shall be provided to a Party upon request.

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

#### 11. MISCELLANEOUS.

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

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

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

District: Fort Bragg Unified School District  
Attention: Nancy Klein

312 S Lincoln Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2850  
Email: nklein@sclscal.org

City: City of Fort Bragg  
Attention: Tabatha Miller, City Manager  
416 North Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Email: tmiller@fortbragg.com

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

FORT BRAGG UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CITY OF FORT BRAGG

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**From:** [Jacob Patterson](#)  
**To:** [Lemos, June](#); [Munoz, Cristal](#)  
**Cc:** [Miller, Tabatha](#); [Smith, John](#)  
**Subject:** Public Comment -- 8/30/21 Special City Council Meeting, Item No. 2B  
**Date:** Monday, August 30, 2021 8:25:34 AM

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City Council,

This is a much more thoughtful contract that clearly got the attention of appropriate legal counsel since it addresses the specific concerns I raised in my prior public comments. At least these revisions address the City's, and particularly the school district's legal exposure concerns, not any concerns about the potential or likely impacts to nearby residents. I am a little concerned that the City is almost acknowledging that this new water source for the City, albeit temporary, could cause legal problems for the City because it could very well have significant impacts to the neighboring wells. Perhaps these issues formed the basis for one of the recent closed sessions about the City's significant exposure to litigation that didn't have any public information about the parties or claims. The school district is at least being protected from costs associated with any potential challenge, which makes sense, but that also means the City's water rate-payers are potentially footing the bill for any legal challenges. By asserting an exemption from further environmental review, the City's self-created drought emergency--self-created due to lack of adequate planning--is being used as an excuse to potentially harm others who have been planning ahead, which remains a concern even with these revisions.

By relying on the CEQA exemption of a declared emergency--the same exemption I thought about when this first came forward--the City is proceeding with this project without studying any risks to the neighboring residential property owners and residents associated with having a very large water user tapping into an existing water well that will likely far outpace the prior water diversions when the school district was the only user. That is, this looks like the City thinks its water users are more important than the private water users who live in the areas around the school district's well even though those residents do not have other water sources (not even water haulers until the City reopens outside sales). This provides a compelling reason to continue doing what the current city council has recently approved: allowing extra-territorial connections to the City's water system for properties that are close to the incorporated boundaries.

Anyway, I am mostly writing to say I appreciate the City taking the extra time to make sure the legal review of projects and contracts is thoughtful and thorough but also to say that these are not just legal concerns, they are practical and ethical concerns because the City's lack of planning for foreseeable drought conditions is now being used as an excuse to potentially harm other people and property that did plan ahead by tapping into the water source they rely upon but which the City is now taking for itself. I mean, Ukiah has extra water because it had the foresight to not just dump its treated wastewater and started reusing it through its purple pipe system.

The City and County are now going to create massive greenhouse gas emission increases due to the stream of water trucks going back and forth between Ukiah and Fort Bragg when the City is just dumping 500,000 gallons a day of treated wastewater into the ocean. The cost of the water hauling would have better been invested in our own system to pipe our treated wastewater back up to the water treatment plant. Since this is likely the new normal and not some anomaly, we should probably invest in planning this new pipeline that could go up Oak

or Cedar Streets so we can tap into an additional water source that won't involve sapping the groundwater that also supplies the water wells of numerous property owners and residents just outside of the City limits.

Thanks,

--Jacob



**From:** [Jenny Shattuck](#)  
**To:** [Lemos, June](#)  
**Subject:** 2B and 3B public comment  
**Date:** Monday, August 30, 2021 12:00:49 PM

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I am concerned about neighboring wells that are not on city water should the pumping extra from the schools lower or drain the water table. Will the city provide free trucked water to those who are affected should this happen? I ask this because it's a declared water emergency and there is wording to indemnify the school district, perhaps if this does indeed happen. Let's hope it doesn't but is there a plan if it does? I have family on wells in this area and it is very concerning.

Jenny Shattuck



# City of Fort Bragg

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

## Text File

File Number: 21-451

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**Agenda Date:** 8/30/2021

**Version:** 1

**Status:** Consent Agenda

**In Control:** Special City Council

**File Type:** Resolution

**Agenda Number:** 2C.

Adopt City Council Resolution Authorizing City Manager to Execute Contract Amendment with Coleman Engineering for Additional Water Emergency Project Services, Increasing the Amount of the Contract by \$40,000; Total Contract Amount not to Exceed \$55,000 (Account No. 651-6130-0731) and Approving Budget Amendment No. 2022-05 to Appropriate \$40,000 from the Water Enterprise Fund to Account No. 651-6130-0731

The City of Fort Bragg is seeking access to a well located at the Redwood Elementary School that is to be used as an emergency water supply source for the City's drinking water system. The City would like to utilize this well on a short-term basis to make up for deficiencies in the City's other potable water supplies during times of drought. The well is hand dug construction to a depth of approximately 16-feet and is currently used for irrigation for the School. The City desires to use the well as a drinking water source for its public water system. Due to the shallowness of the well, water pumped from it will be treated as a surface water source. This project is intended to culminate in production of an Engineering Report to detail the required facilities necessary for the Redwood Well to demonstrate compliance with the State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) requirements per the California Code of Regulations (CCR) Title 22 Chapter 17. This Chapter of the CCR applies to water sources considered surface water, which applies to the Redwood Well due to its shallow depth. Coleman Engineering will manage the project by coordinating with the Client and sub-consultants, allocating the resources, planning and organizing efforts to meet the City's goals.

# Authorization for Additional Services

This Agreement is to provide additional professional engineering services for the project identified as follows:

Project Name: Redwood School Well Treatment  
Consultant Project Number: FTBG21-004  
Date of Original Agreement: July 27, 2021  
Additional Services #: 1

The Client and the Consultant are identified as follows:

CLIENT: <u>City of Fort Bragg</u>	CONSULTANT: <u>Coleman Engineering, Inc.</u>
Name: <u>John Smith</u>	Name: <u>Chad R. Coleman</u>
Title: <u>Director of Public Works</u>	Title: <u>President</u>
Address: <u>416 N. Franklin St.</u>	Address: <u>1223 Pleasant Grove Blvd., Suite 200</u>
City, ST, Zip: <u>Fort Bragg, CA 95437</u>	City, ST, Zip: <u>Roseville, CA 95678</u>
Phone: <u>707-961-2823</u>	Phone: <u>916-791-1188</u>
e-mail: <u>jsmith@fortbragg.com</u>	e-mail: <u>chad@coleman-eng.com</u>

The following Scope of Additional Services, Schedule, Budget, and Budget Summary are added to the existing agreement referenced above, are effective as of the date signed on the last page and are subject to all of the terms of the original agreement.

## 1. SCOPE OF ADDITIONAL SERVICES

### EXHIBIT A

#### **Background**

The City of Fort Bragg, CA (City) has access to a well located at the Redwood Elementary School (School) that is desired to be used as an emergency water supply source for the City's drinking water system. The City would like to utilize this well on a short-term basis to make up for deficiencies in the City's other potable water supplies during times of drought.

The well is hand dug construction to a depth of approximately 16-feet. The well is currently used for irrigation for the School. The City desires to use the well as a drinking water source for its public water system. Due to the shallowness of the well, water pumped from it will be treated as a surface water source.

#### **Project Definition**

This project is intended to culminate in production of an Engineering Report to detail the required facilities necessary for the Redwood Well to demonstrate compliance with the State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) requirements per the California Code of Regulations (CCR) Title 22 Chapter 17. This

Chapter of the CCR applies to water sources considered surface water, which applies to the Redwood Well due to its shallow depth.

The Redwood Well is currently used as an irrigation source for the School. The existing pump installed in the well is stated by the City to provide approximately 40 gpm. Details of the pump are unknown, but it is anticipated that the pump does not meet current drinking water standards. A new pump that complies with current State drinking water standards will be sized to provide 40 psi and sufficient head to account for losses by the treatment facilities and pumped into the City's system via a hydrant.

The anticipated treatment of the Redwood Well will address the following water quality parameters:

- Microbiological contaminants
- Iron, in excess of the secondary MCL
- pH, below the lower secondary MCL

#### Microbiological Inactivation

Per the cited CCR Chapter, the water disinfection system will require a minimum 4-log microbiological inactivation of per the following table:

<b>Contaminant</b>	<b>Required Inactivation</b>
<b>Cryptosporidium</b>	2-log (99%)
<b>Giardia lamblia</b>	3-log (99.9%)
<b>Viruses</b>	4-log (99.99%)

Microbiological inactivation can be achieved through conventional or direct filtration. Coleman Engineering will research available treatment systems with the goal of minimizing footprint, operations, maintenance, and chemical use much as practical. It is anticipated that disinfection facilities will be required in addition to filtration to achieve 4-log inactivation in total. Chemical injection of sodium hypochlorite is anticipated to be used for disinfection before distribution to the water system.

#### Iron Removal

Water samples from the Redwood Well taken on 5/24/2021 documented an iron concentration of 390 µg/L, in excess of the secondary maximum contaminant level (MCL) of 300 µg/L. Community water systems, such as the City of Fort Bragg are required to provide water that is in compliance of this MCL. Greensand filtration systems are typical for iron removal. Water pre-treatment may be required before filtration and will be evaluated.

#### pH Adjustment

A pH of 5.83 was measured in well water samples taken on 5/24/2021, which is below the acceptable range for community water systems of 6.5 to 8.5. Additionally, other treatment processes may require higher pH levels. Therefore, pH adjustment will be necessary. Chemical injection of sodium carbonate (soda ash) or sodium hydroxide are typical methods to raise water's pH levels.

In addition to a new well pump and treatment facilities, Coleman Engineering will recommend accessory systems necessary to discharge treated water into the City's distribution system. The City has identified a nearby hydrant as the connection point to the system. The necessary components of this system will depend on the selection of the treatment systems. Possible components include a small, treated-water storage tank, booster pump, and piping.

## Services and Data to be Provided to Coleman Engineering by the City

Prior to commencing engineering services, the City will provide the following services and data to Coleman Engineering:

- Alpha Analytical Laboratories, Inc. Report, Dated 14 June 2021, Work Order 21E2715
- Email Dated July 8, 2021; From Karen Jamgochian, SWRCB DDW; To: John Smith, Heath Daniels, City of Fort Bragg; Subject: Shallow Redwood Well Requirements
- Results from jar testing of the well water performed by BWS Inc.

## Scope of Services

### TASK 1 – Engineering Report: Water Treatment System

- 1.1 Project Management: Coleman Engineering will manage the project by coordinating with the Client and sub-consultants, allocating the resources, and planning and organizing its efforts to meet the goals of the Owner. Coleman Engineering has budgeted to attend up to two phone call meetings with the Client during the project. One site visit is budgeted for to meet with the Client at the site to discuss the project and gather information for the Engineering Report.

Additionally, the Coleman Engineering team will stay in contact with the Client using regular informal communications (telephone, e-mail, etc.).

- 1.2 Treatment System Research and Calculations: Coleman Engineering will coordinate with a water treatment systems supplier to select appropriate treatment components per the Project Description to address the following water quality issues of the Redwood Well:
- 4-log microbiological inactivation through filtration and disinfection
  - High levels of iron in excess of the MCL
  - Low pH, outside the acceptable regulatory range.

Coleman will also consider well water turbidity levels to provide facilities that comply with CCR Title 22. Coleman will perform necessary calculations to appropriate size and determine the process flow of treatment facilities.

- 1.3 Pump and Conveyance System: Coleman Engineering will perform calculations and make selections of the following hydraulic facilities as necessary to convey water from the well, through the treatment systems, and into the distribution system via a nearby hydrant:
- Well pump with capacity of 40 gpm and sufficient discharge head for the selected treatment systems
  - Polyethylene holding tank of treated drinking water, approximately 250 gallons
  - Booster pump, not to exceed 7.5 HP
  - Alignment of approximately 500 feet of temporary, above ground, 2-inch diameter site piping
  - Associated appurtenances: flow meter, check valve, gate valves, air and vacuum vents, sample taps
- 1.4 Permit Amendment Application: Coleman Engineering will complete the DDW permit amendment application with the following attachments for the City to submit to DDW for their approval for use of the well as a drinking water source for the City's public water system:
- DDW Permit Amendment Application
  - Engineering Report from Task 1.5

1.5 Engineering Report: Coleman Engineering will compose an Engineering Report to submit to DDW describing the proposed treatment facilities. The report is anticipated to have the following outline:

- Existing System Conditions
  - General description of City's water system
  - Redwood well description
- Proposed Well Modifications
  - Submersible well pump
  - Well head discharge piping
- Proposed Treatment Systems
  - Filtration
  - Disinfection
  - Iron Removal
  - pH adjustment
- Connection to City's System
  - Treated water storage
  - Booster pump
  - Piping
- Recommendations
  - Process Flow Diagram

**Task 1 Deliverables:**

- *Draft Engineering Report*
- *Final Engineering Report*
- *Permit Amendment Application to DDW*

TASK 2 – Consultations and Follow-Up

2.1 Consultations and Follow-Up: Coleman Engineering has budgeted 32 hours to provide assistance and answer questions from the Division of Drinking Water and the City preceding submittal of the Final Engineering Report. Any hours requested in excess of this amount will required written prior authorization from the City.

**Task 2 Deliverables:**

*No deliverables for Task 2.*

**Additional Services**

The following services are not included in this Scope:

- Detailed design, plans, and specifications of water system improvements
- Topographic surveying
- Geotechnical engineering and recommendations
- Electrical engineering
- Structural engineering

**Tasks Not Included in this Scope of Services**

This Scope of Services is intended to outline the services offered to the City by Coleman Engineering. The list below is offered as a clarification of the services that are not included, not anticipated, or that will be completed by others.

1. Coleman Engineering CAD standards to be used.
2. No detailed design, construction plans, or specifications will be prepared as part of this Scope of Services (may be offered under a separate contract).
3. Electrical Engineering is not included in these services.
4. Dry utility connections will be provided by the Client.
5. Surveying or mapping are not included in these services.
6. Geotechnical Engineering to characterize site soils and extent of groundwater and rock is not included in this Scope of Services.
7. Utility coordination and design, including potholing will not be provided as part of this Scope of Services.
8. SWPPP preparation is not included but will likely be required during detailed design.
9. No front-end documents including bidding documents, construction contract, general and special conditions, bond forms, etc. to be provided in this phase.
10. The only coordination for approvals that will be made are with the City and the State Water Resources Control Board Division of Drinking Water. No other agencies will be consulted, coordinated with, or sought out for approvals.
11. Obtaining any required construction permits.
12. Full time construction inspection (may be offered under a separate contract).
13. Legal review of bidding documents.
14. Expert witness services (may be offered under a separate contract).
15. Obtaining NPDES permits for discharges from sites (may be offered under a separate contract).
16. Hazardous materials permits or approvals.

**2. SCHEDULE**

Coleman Engineering will provide services in an expeditious and professional manner. We expect to be informed of overall project schedules and goals and will endeavor to provide services in a manner that compliments and supports those larger project milestones.

**3. BUDGET**

Coleman Engineering will bill on a Time and Materials basis according to the terms of payment outlined in the Agreement. The estimated budget includes the cost of expenses directly related to the project including mileage, duplication, blueprinting, postage, delivery charges, plotting, outside reproductions, etc.

Coleman Engineering estimates the following budgets will be required to provide the Engineering Report described above. The tasks and budgets below do not include detailed design, construction engineering services, or construction inspection.

Task	Scope Item	Estimated Budget
1	Engineering Report: Water Treatment System	\$35,000
2	Consultations and Follow Up	\$5,000
<b>TOTAL ENGINEERING BUDGET =</b>		<b>\$40,000</b>

**4. BUDGET SUMMARY**

Original Budget =	\$15,000
Sum of Previous Changes to Budget =	\$0
Budget of this Scope of Additional Services =	\$40,000
New Project Budget =	\$55,000

The above is mutually agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**City of Fort Bragg**

**Coleman Engineering, Inc.**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**By:** Chad R. Coleman  
**Name:** Chad R. Coleman, P.E.  
**Title:** President  
**CA PE #:** C 56490

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**RESOLUTION NO. \_\_\_\_ - 2021**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING CONTRACT AMENDMENT WITH COLEMAN ENGINEERING FOR ADDITIONAL PROFESSIONAL SERVICES WITH WATER EMERGENCY PROJECTS AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (TOTAL AMOUNT NOT TO EXCEED \$55,000.00; ACCOUNT NO. 651-6130-0731); AND APPROVING BUDGET AMENDMENT NO. 2022-05 TO APPROPRIATE \$40,000.00 FROM THE WATER CAPITAL RESERVE FUND-615 TO ACCOUNT NO. 651-6130-0731**

**WHEREAS**, the Fort Bragg City Council entered into an Emergency Professional Services Agreement (“Contract”) on July 27, 2021 in the amount of \$15,000 with Coleman Engineering (“Consultant”) to provide Water System Emergency Engineering Services; and

**WHEREAS**, the City of Fort Bragg has access to a shallow 16-foot well located at the Redwood Elementary School (“School”) that is desired to be used as an emergency water supply source for the City’s drinking water system; and

**WHEREAS**, the City would like to utilize this well on a short-term basis to make up for deficiencies in the City’s potable water supplies during times of drought; and

**WHEREAS**, the active consultant is intended to provide an Engineering Report to detail the required facilities necessary for the school well to demonstrate compliance with the State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) requirement per the California Code of Regulations (CCR) Title 22 Chapter 17; and

**WHEREAS**, the Consultant will manage the project, research the treatment system, perform calculation of pump and conveyance system; and

**WHEREAS**, City staff has confirmed that Coleman Engineering has the proper license, experience and meets the necessary requirements to complete the Projects; and

**WHEREAS**, the Services are funded by the CIP - Water Enterprise Fund for the Desalination and Groundwater Projects, with appropriations made by Budget Amendment 2022-05, to Account No. 651-6130-0731; and

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

1. The Coleman Engineering proposal, as a determined provider, meets the requirements of the Projects.
2. Sufficient funds are available through the appropriations made in the Capital Assets Fund for Water Emergency response.
3. Coleman Engineering has the proper licenses to complete the Project and based upon previous experience in completing similar projects, is a responsible professional services provider.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby accept the contract amendment with Coleman Engineering for the increase of services for Water System Emergency Projects and authorizes the City Manager to execute the same (Amount Not to Exceed \$55,000.00; Account No. 651-6130-0731).

**BE IT FURTHER RESOLVED** that the City Council of the City of Fort Bragg does hereby amend the previously adopted FY 2021-22 Budget to incorporate the changes

enumerated in Exhibit A approving Budget Amendment No. 2022-05 to appropriate funds in the amount of \$40,000.00 from the Water Enterprise Capital Reserve Fund-615 to Account No. 651-6130-0731.

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 30<sup>th</sup> day of August, 2021, by the following vote:

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

---

**BERNIE NORVELL**  
Mayor

**ATTEST:**

---

**June Lemos, CMC**  
City Clerk

**BUDGET AMENDMENT**

**EXHIBIT A**

Budget Adjustment #: **2022-05**

Budget FY: **FY 2021/22**

Account Description	Account #			FY 21/22 Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt
<b>Expenditures</b>							
CIP- Desalination & Groundwater	651	6130	0731	\$ -	\$ 40,000		\$ 40,000
<b>TRANSFER ACCOUNTS</b>							
Transfer to other Funds	615	7999	0799		\$ 40,000		\$ 40,000
Transfer from other Funds	651	7999	7999		\$ 40,000		\$ 40,000
<b>Total Expenditures</b>				\$ -	\$ 120,000	\$ -	\$ 120,000
<b>Revenue</b>							
<b>Total Revenue</b>				\$ -	\$ -	\$ -	\$ -

**Reason for Amendment:**

**RESOLUTION # :** XXXX-2021

Budget Adjustment approved at City Council meeting on \_\_\_\_\_

**Authorization:**

Requested By: Sandy Arellano  
 Approval: Isaac Whippy  
 Finance Use: \_\_\_\_\_

**Signature:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Date:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Attach copies of Resolution or other documentation**



# City of Fort Bragg

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

## Text File

File Number: 21-458

**Agenda Date:** 8/30/2021

**Version:** 1

**Status:** Consent Agenda

**In Control:** Special City Council

**File Type:** Resolution

**Agenda Number:** 2D.

Adopt Joint City Council/Municipal Improvement District Board Resolution Authorizing City Manager to Execute Contract Change Order With Akeff Construction Services, Inc. for the Maple Street Storm Drain and Alley Rehabilitation Project (PWP-00116), Increasing the Contract By \$82,700.00 and Approving Budget Amendment No. 2022-09 to Appropriate Funds from the Waste Water Enterprise Non-Routine Maintenance Fund (Account 714-4713-0751) to Streets Project Fund (Account 420-4870-0731) for a Total Contract Amount Not to Exceed \$1,334,054.00

The City of Fort Bragg hired local contractor Akeff Construction Services, Inc. to construct the Maple Street Storm Drain and Alley Rehab Project, PWP-00116. This project includes the replacement of significant quantities of underground storm drain lines that have not been unearthed in decades. The contractor and City staff have exercised standard practices to positively identify underground utilities, however throughout the project, underground conditions have differed from conditions indicated by the contract documents. Underground projects are commonly riddled with unknown conditions that become apparent as the contractor excavates. We have had to relocate two water service laterals, drop one water line, and move the elevation of one storm drain line so far to keep the project moving. These changes led to delays and additional costs, which were processed as Change Order No. 1. The current change order No. 2 and budget amendment are necessary to cover the cost of removal and relocation of a sewer main in conflict with the storm drain, and proposed to be funded by the Waste Water Enterprise Non-Routine Maintenance Fund. As the cost exceeds the City Manager's signing authority, Council approval is required.

**CITY OF FORT BRAGG  
PUBLIC WORKS DEPARTMENT**

**CONTRACT CHANGE ORDER NO. 02**

**PROJECT NAME:** MAPLE STREET STORM DRAIN & ALLEY REHABILITATION

**CITY OF FORT BRAGG  
PUBLIC WORKS DEPARTMENT**

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

Date of Issuance: August 26, 2021

City's Project No.: PWP-00116

Engineer of Record: Aaron Brusatori (REY)

Contractor: Akeff Construction

Engineer's Project No.: 3131.001

Contract for: Storm drain and alley improvements

You are directed to proceed promptly with the following change(s):

Description: Install 460 LF of 6" SS & 10 EA SS laterals on Alley S300K. Add contract time for the extra work and the anticipated long lead time due to material shortage delays.

Purpose of Change Order: To eliminate a utility conflict and bring the sanitary sewer system on Alley S300K up to current City standards before to paving.

**CHANGE IN CONTRACT PRICE**

Original Contract Price:  
\$ 1,226,354.00

Contract price prior to this Change Order:  
\$ 1,251,354.00

Net Increase or decrease in contract price:  
\$ 82,700.00

Net contract price with all Change Orders:  
\$ 1,334,054.00

**CHANGE IN CONTRACT TIME**

Original contract time:  
50 Working days

Contract time prior to this Change Order:  
65 Working days

Net increase or decrease in days:  
40 Working days

New contract time with all Change Orders:  
105 Working days

Upon execution by representatives authorized to bind the parties, this Change Order will become a part of the contract. The consideration specified in this Change Order (whether an adjustment of the contract price, an adjustment of time, and/or other consideration) is the full and sole compensation owed to the contractor as a result of the changes and issues described in this Change Order. Such consideration includes, but is not limited to, any and all direct and indirect costs incurred by the contractor as a result of the changes and issues described in this Change Order for any labor, equipment, materials, overhead (additional, extended, field and home office), profit, or time adjustments. By signing this Change Order the contractor waives and releases the owner from any and all claims for additional compensation concerning any of the changes and issues specified in this Change Order.

CITY OF FORT BRAGG  
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER NO. 02

PROJECT NAME: MAPLE STREET STORM DRAIN & ALLEY REHABILITATION

**Approved:** We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all labor and materials, except as may be otherwise noted above, and will accept as full payment therefore, the prices above

By: *Karen Sue*, Contractor  
Phone: 707-964-7346  
Date: 8/27/2021

RECOMMENDED:

APPROVED:

APPROVED:

By *T. Dill* Project Manager/Engineer/Inspector  
By *J. Hill* Public Works Director  
By *Tabatha M. M.* City Manager  
Date: 08/26/2021 Date: 8/27/2021 Date: 8-26-21

PO Number: \_\_\_\_\_

Maple Street Storm Drain & Alley Rehab Project  
Project # PWP-00116

8/26/2021

Change Order #2 Request - Add Sanitary Sewer System on Alley S300K  
This extra work will be paid for at the Contract bid unit prices for 6" plastic pipe and ss cleanout.

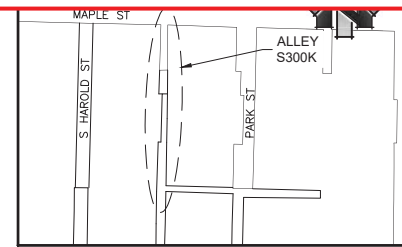
**COST**

<b>Item No.</b>	<b>Bid Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Bid Item Cost</b>	<b>Item Cost</b>
<b>Line #21</b>	6" pipe	460	LF	\$ 145.00	\$ 66,700.00
<b>Line #34</b>	Clean Outs	10	EA	\$ 1,600.00	\$ 16,000.00
<b>Change Order Total</b>				<b>\$ 82,700.00</b>	

**Time**

<b>Install SD S300K</b>	10 days
<b>Material Lead Time</b>	20 days
<b>Install Sewer</b>	10 days
<b>Total Time</b>	40 days

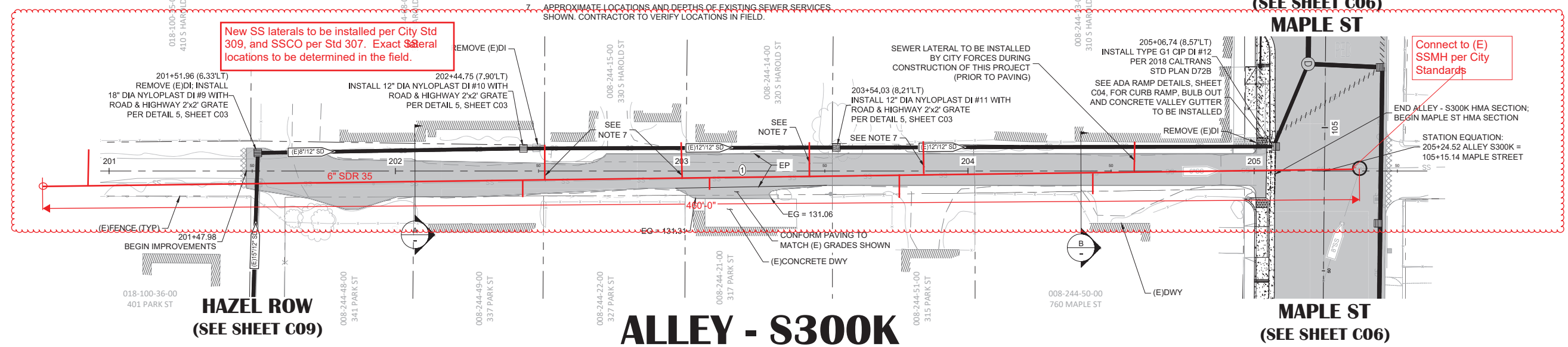
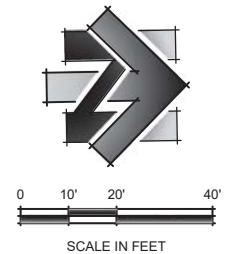
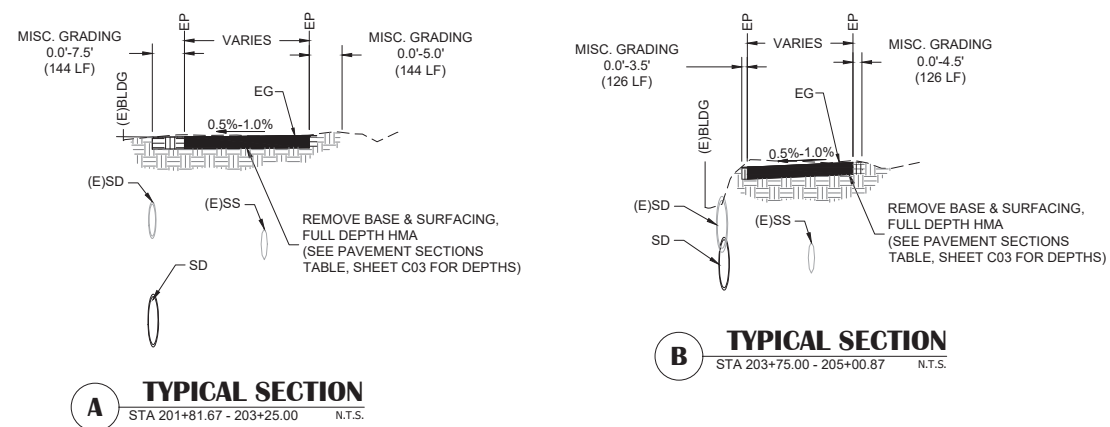
# ADD SANITARY SEWER ON S300K



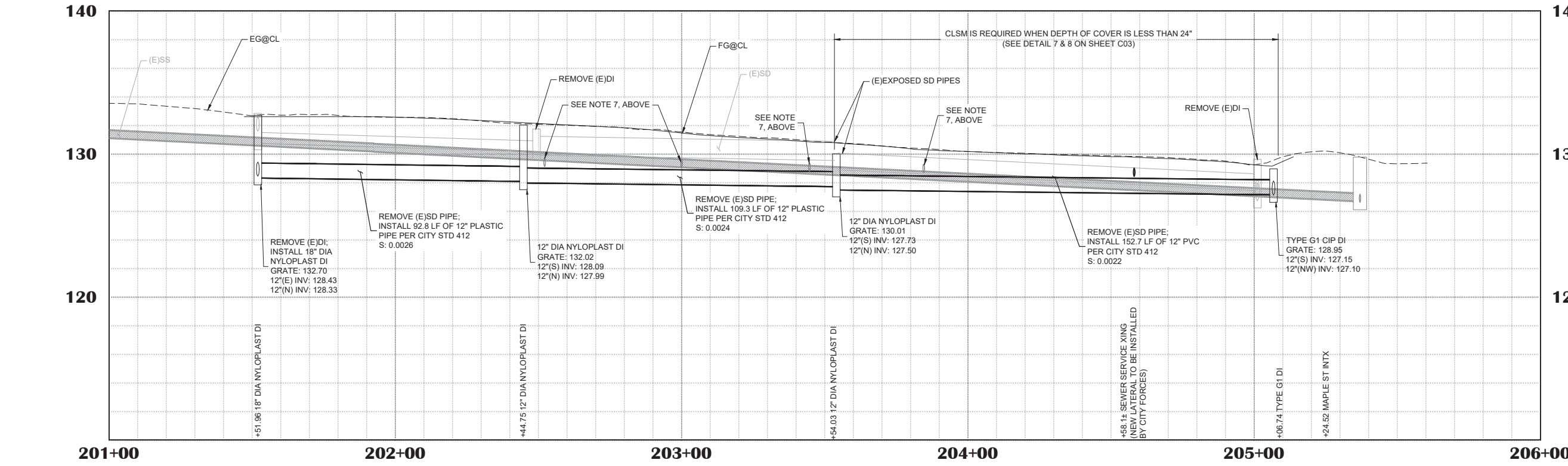
- (SEE POT HOLE REPORT INCLUDED IN THE PROJECT SPECIFICATIONS)
- CENTERLINE ALIGNMENT LINE
- HMA (ALLEY FULL DEPTH SECTION) (SEE DETAIL 6, SHEET C03) (REMOVE BASE AND SURFACING = 41 CY) (HMA = 83 TONS)
- CONFORM GRIND = 14 LF
- ADJUST UTILITY TO GRADE (SEE DETAIL 2, SHEET C03)

LINE DATA		
#	BEARING	LENGTH
①	N1°06'50"E	460.42'

- NOTES:**
- LOCATIONS OF THE SHOWN UTILITIES WERE DETERMINED BY THE FOLLOWING METHODS: UTILITY MARKOUT, FIELD SURVEY, AND AS-BUILT/FACILITY MAPS PROVIDED BY THE UTILITY PURVEYORS. ALL LOCATIONS ARE APPROXIMATE. ADDITIONAL UNDERGROUND FACILITIES MAY EXIST.
  - IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ASCERTAIN THE LOCATIONS OF ALL EXISTING FACILITIES AND POT HOLE LOCATION OF EXISTING UNDERGROUND FACILITIES AT ALL POINTS OF CONNECTION AND AT ALL LOCATIONS WHERE THE PROPOSED UNDERGROUND FACILITIES CROSS EXISTING UNDERGROUND FACILITIES.
  - MAINLINE CROSSING LABELS BASED ON AVAILABLE INFORMATION. SERVICE CROSSINGS NOT LABELED FOR CLARITY. CONTRACTOR SHALL TAKE APPROPRIATE PRECAUTIONS TO PROTECT (E)UTILITIES IN PLACE.
  - PARCEL AND R/W LINES SHOWN ARE APPROXIMATE, PER MENDOCINO COUNTY GIS DATA.
  - GRADE SHOULDER AREA BEYOND RESURFACED ALLEY TO DRAIN TO NEW INLETS.
  - TEMPORARY DRAINAGE INLET PROTECTION SHALL BE INSTALLED ON ALL DRAINAGE INLETS CONNECTED TO THE SD SYSTEM WITHIN AND IMMEDIATELY ADJACENT TO THE PROJECT LIMITS.



EG/FG @ EP(LT) ▶ (E)	(E)	(E)132.50	(E)132.77	(E)132.56	(E)132.36	(E)132.07	(E)131.90	(E)131.53	(E)131.13	(E)130.73	(E)130.51	(E)130.18	(E)130.03	(E)129.62	(E)129.04	(E)	(E)	(E)	(E)
EG/FG @ EP(RT) ▶ (E)	(E)	(E)132.62	(E)132.70	(E)132.60	(E)132.37	(E)132.11	(E)131.90	(E)131.45	(E)131.14	(E)130.85	(E)130.48	(E)130.19	(E)130.00	(E)129.70	(E)129.39	(E)	(E)	(E)	(E)



NO.	REVISION	DESCRIPTION	DATE

<b>DRAWING SCALE</b>	HOR. SCALE: 1" = 20'
	VERT. SCALE: 1" = 4'



**REY. ENGINEERS, INC.**  
 Civil Engineers | Land Surveyors | LDRR  
 4055 State Street, Suite 200, Fort Bragg, CA 95929  
 Phone: (707) 336-3300 Fax: (707) 336-3308

**MAPLE STREET STORM DRAIN & ALLEY REHABILITATION**  
**PLAN & PROFILE**  
**ALLEY - S300K**  
**CITY OF FORT BRAGG**  
 CALIFORNIA

<b>DRAWING INFO</b>	
DATE:	2021-02-12
DRAFTER:	CVR
DESIGNER:	VGM/GWR
REVIEWER:	VGM/ASB

PROJECT NO.	3139.001
SHEET NO.	C08 OF C14

R:\3139 Fort Bragg\001 - 2020 Maple St. SD and Alley Rehab\10 - CAD Drawings\Improvement Plans\3139.001 - P&P-R19.dwg Feb 12, 2021 - 11:39am, VGM/GWR

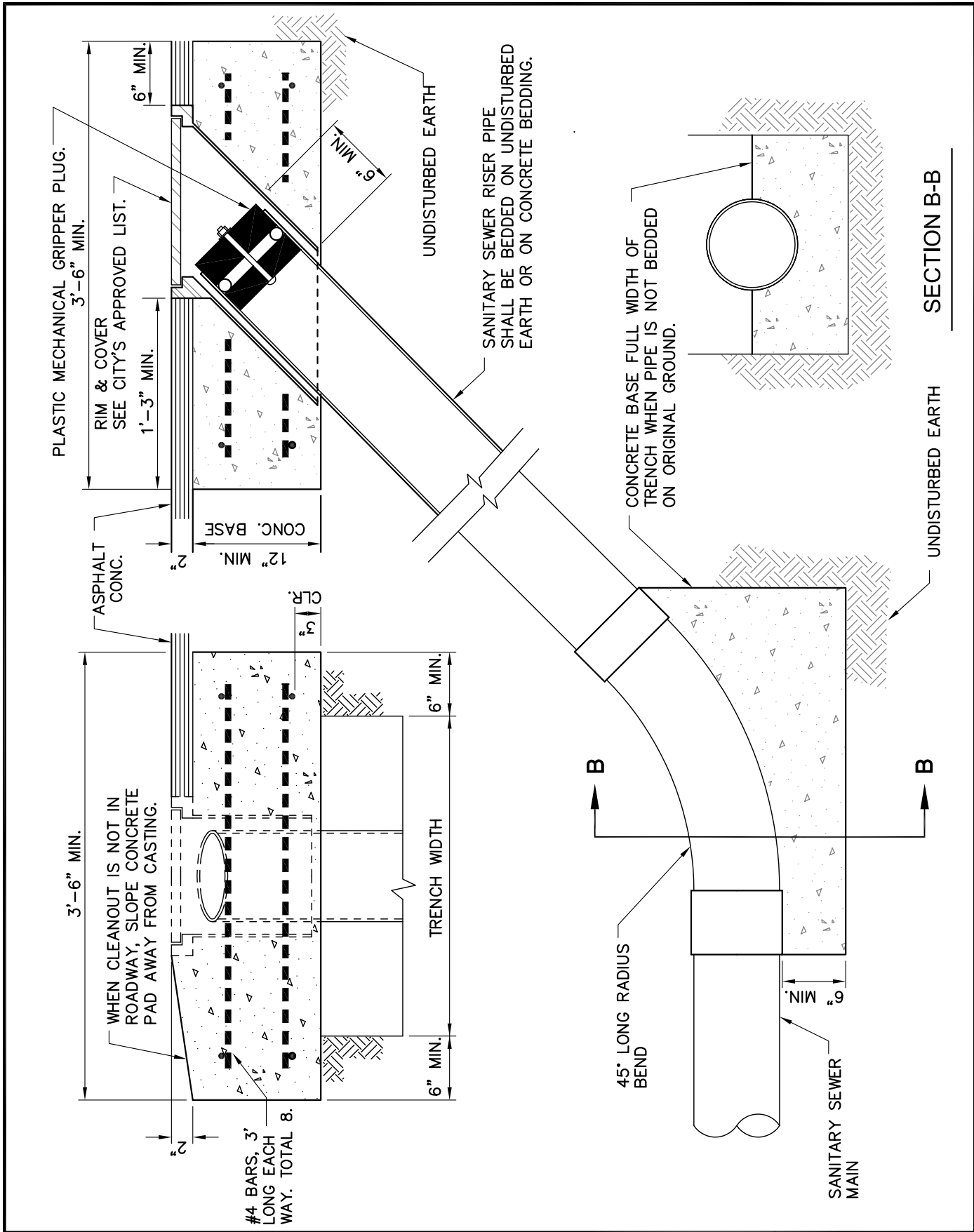


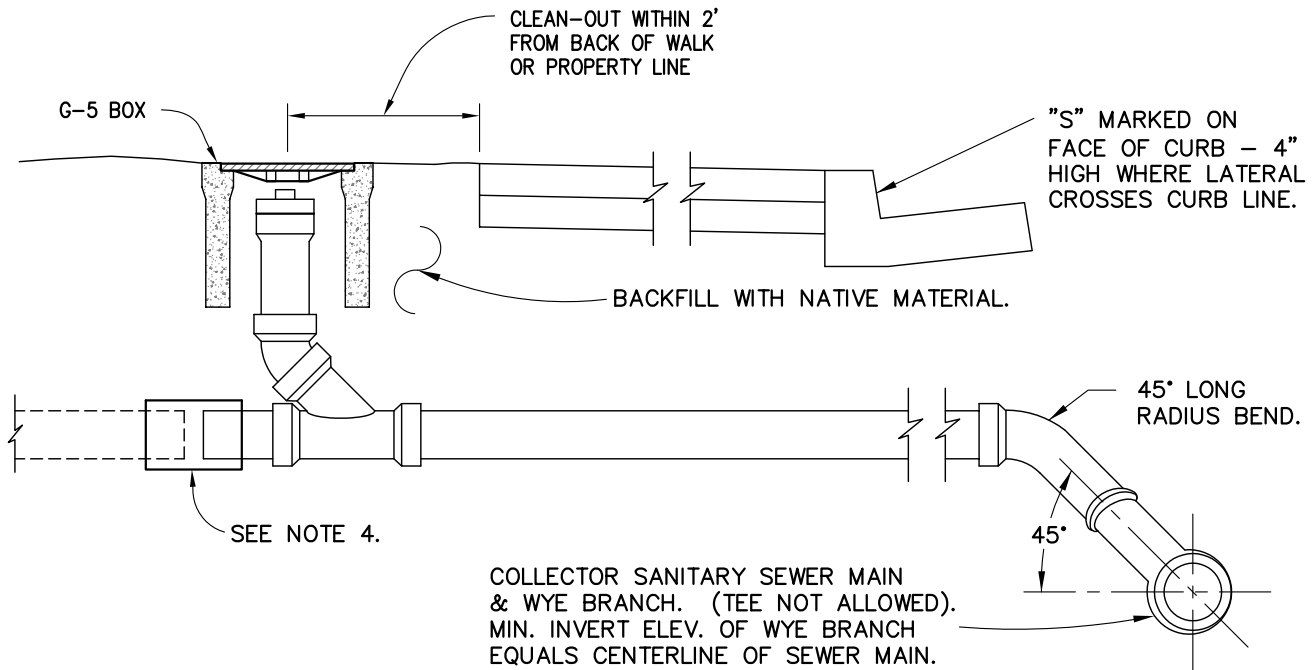


**PERMANENT  
MAINLINE CLEANOUT**

**STD. NO.  
307**

SCALE: NONE    DRAWN: LMM    CHK: OAB    APPVD:    DATE: APR 2008





LATERAL CONNECTIONS TO EXISTING MAINS:

PVC, (SDR 35):  
 4" - 8" : CUT IN WYE  
 10" & LARGER: GLUE ON SADDLE WITH STRAP TIES.  
 OR APPROVED BY THE CITY ENGINEER.

LATERAL PIPE MATERIAL TO BE 4" MINIMUM AND ONE OF THE FOLLOWING:

DUCTILE IRON PIPE  
 POLYVINYL CHLORIDE (PVC) PIPE, SDR 35 WHEN USED WITH A MANUFACTURED "Y" SPECIFICALLY DESIGNED FOR PVC LATERALS. THE "Y" SHALL BE POLYVINYL CHLORIDE (PVC), SDR 35.

NOTES:

1. THE SEWER SERVICE LATERAL SHALL BE OF SUFFICIENT DEPTH TO ADEQUATELY SERVE THE BUILDING SITE, AND IN NO CASE SHALL BE LESS THAN 3 FT. DEEP AT THE BACK OF THE P.U.E. UNLESS OTHERWISE AUTHORIZED BY THE DIRECTOR OF PUBLIC WORKS.
2. WHERE PROBLEMS ARE ANTICIPATED IN PROVIDING SEWER SERVICE TO A GIVEN BUILDING SITE, THE LATERAL INVERT AT THE BACK OF THE P.U.E. SHALL BE STAKED BY THE OWNER'S ENGINEER.
3. MINIMUM 2% SLOPE EXCEPT WHERE A VARIATION IS SPECIFICALLY APPROVED BY THE CITY ENGINEER.
4. WHEN CONNECTING TO EXISTING SEWER LATERAL EXTEND TO 1' BEHIND P.U.E.



**SEWER SERVICE LATERAL**

**STD. NO.  
309**

SCALE: NONE

DRAWN: LMM

CHK: OAB

APPVD:

DATE: APR 2008

Images: Xrefs: Path: C:\DOCUME~1\Krautner\LOCALS~1\Temp\AcPublish\_6624\FortBragg300-310.dwg Layout Name: 309 Plot Date: Feb 02, 2009 at 17:27

**RESOLUTION NO. \_\_\_\_ - 2021**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL**

**and**

**RESOLUTION NO. ID \_\_\_\_-2021**

**RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD**

**APPROVING CONTRACT CHANGE ORDER NO. 2 WITH AKEFF CONSTRUCTION SERVICES, INC. FOR THE MAPLE STREET STORM DRAIN AND ALLEY REHABILITATION PROJECT (PWP-00116), INCREASING THE CONTRACT BY \$82,700.00 BY APPROVING BUDGET AMENDMENT NO. 2022-09 TO APPROPRIATE FUNDS FROM THE WASTE WATER CAPITAL RESERVE (FUND 715) TO STREETS PROJECT FUND (ACCOUNT 420-4870-0731) FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$1,334,054.00**

**WHEREAS**, the Fort Bragg City Council entered into a Contract on April 12, 2021 in the amount of \$1,226,354.00 with Akeff Construction Services, Inc. (“Contractor”) for construction services on several local alleys and on Maple Street as part of the Maple Street Storm Drain and Alley Rehabilitation Project (City Project PWP-00116); and

**WHEREAS**, throughout the months of June and July 2021, the City and the Contractor became aware of numerous utility conflicts between the proposed storm drain alignment and existing sewer mains and water mains in multiple locations; and

**WHEREAS**, on August 16, 2021 the City received and processed Contract Change Order No.1 for an additional 15 working days and an increase in the contract amount of up to \$25,000 for force account work for site specific corrections; and

**WHEREAS**, after careful consideration of each individual conflict by staff, consulting engineers, and Contractor, most utility conflicts were resolved via Contract Change Order No.1; and

**WHEREAS**, on August 25, 2021, it was determined that for one of these utility conflicts occurring at the corner of Maple Street and Alley S300K, where the proposed storm drain main is in direct conflict with multiple sewer laterals, removal and relocation of the sewer main is the best resolution to this issue; and

**WHEREAS**, since the existing sewer main is an old brittle clay pipe that is likely to fail, removal and relocation of pipe will resolve the utility conflict and ensure the newly paved alleyway doesn’t need to be dug up again in the near future for repairs; and

**WHEREAS**, until a solution to the unground utility conflicts in this location are authorized, additional unavoidable delays will accumulate, resulting in additional costs and time to the City; and

**WHEREAS**, while there remain sufficient funds budgeted for this project in the streets project account, the scope of work associated with the added costs are directly related to non-routine maintenance of a waste water utility main; and

**WHEREAS**, the Waste Water Enterprise Capital Reserve Fund 715 has sufficient funds to cover the additional costs associated with Budget Amendment No. 2022-09; and

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

1. The foregoing recitals are true and correct and are made a part of this Resolution.
2. Completion of this sewer main replacement and relocation are necessary to keep the project moving.
3. Sufficient funds are available to cover the additional costs associated with Budget Amendment No. 2022-09.
4. Akeff Construction Services, Inc. agrees to complete the additional work in the amount of Contract Change Order No. 2.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby accept the contract change order No. 2 with Akeff Construction Services, Inc. for the increased costs associated with the sewer main replacement and relocation for the completion of City Streets Project PWP-00116 and authorizes the City Manager to execute the same (Amount Not to Exceed \$82,700.00; transfer from Fund 715).

**BE IT FURTHER RESOLVED** that the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby amend the previously adopted FY 2021-22 Budget to incorporate the changes enumerated in Exhibit A approving Budget Amendment No. 2022-09 to appropriate funds in the amount of \$82,700.00 from the Waste Water Capital Reserve 715 to Account 420-4870-0731.

**The above and foregoing Resolution was introduced by Council/Board Member \_\_\_\_\_, seconded by Council/Board Member \_\_\_\_\_, and passed and adopted at a special meeting of the City Council of the City of Fort Bragg held on the 30<sup>th</sup> day of August, 2021, by the following vote:**

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

---

**BERNIE NORVELL**  
**Mayor/Chair**

**ATTEST:**

---

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

## Exhibit A

BUDGET AMENDMENT							
						Budget Adjustment #:	2022-09
						Budget FY:	FY 2020/21
Account Description	Account #			FY 21/22 Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt
<b>Expenditures</b>							
Maple Street- CIP	420	4870	0731	\$ 2,464,864	\$ 82,700		\$ 2,547,564
Transfer to other Funds	715	7999	0799		\$ 82,700		\$ 82,700
Transfer from other Funds	420	7999	7999		\$ 82,700		\$ 82,700
<b>Total Expenditures</b>				<b>\$ 2,464,864</b>	<b>\$ 248,100</b>	<b>\$ -</b>	<b>\$ 2,712,964</b>
<b>Revenue</b>							
<b>Total Revenue</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Reason for Amendment:</b>		<b>RESOLUTION # :</b> <span style="background-color: #ccccff; padding: 2px;"> </span>					
<b>Authorization:</b>							
Requested By:	Laura Bianchi			Signature:		Date:	
Approval:	Isaac Whippy						
Finance Use:	Laura Bianchi						
<i>Attach copies of Resolution or other documentation</i>							

**From:** [Jacob Patterson](#)  
**To:** [Lemos, June](#); [Munoz, Cristal](#)  
**Subject:** Public Comment -- 8/30/21 Special City Council Meeting, Item No. 2D  
**Date:** Monday, August 30, 2021 8:30:19 AM

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I just have a simple question on this item: Where is Alley S300K? I know it is one of the alleys off of Maple Street but not sure which one this change order is about.



# City of Fort Bragg

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

## Text File

File Number: 21-459

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**Agenda Date:** 8/30/2021

**Version:** 1

**Status:** Consent Agenda

**In Control:** Special City Council

**File Type:** Resolution

**Agenda Number:** 2E.

Adopt City Council Resolution Approving Budget Amendment 2022-08 Amending Fiscal Year 2021-22 Budget to Allocate \$25,000 for Purchase and Installation of Outdoor Kiosk Budget Amendment 2022-08 transfers \$25,000 to Account 521-4394-0384 (Software/Hardware Support) for the purchase and installation of the hardware and software for a 65" self-service kiosk to be placed outside the doors of City Hall. This ADA accessible kiosk provides digital content in a rugged construction to withstand any outdoor environment, and allows members of the public to use touch-screen interactions to view public notices, agendas, emergency information, special events, promotional flyers, wayfinding, and pages from the City website. The kiosk also provides translation of content into Spanish as well as a number of other languages. The IT Department researched kiosk equipment and received demonstrations and quotes from three vendors. The quote most suited to the needs of Fort Bragg was from ConnectedSign, in the amount of \$23,460.75 which includes software, hardware, configuration, delivery and installation of one 65" DCS Valencia kiosk unit. The annual software subscription is \$698.

**RESOLUTION NO. \_\_\_\_-2021**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING BUDGET AMENDMENT 2022-08 AMENDING FISCAL YEAR 2021-22 BUDGET**

**WHEREAS**, the City of Fort Bragg (“City”) desires to improve the accessibility of important information to its citizens and visitors, including emergency notifications; and

**WHEREAS**, the City’s IT Department researched and obtained quotes from three outdoor kiosk providers and determined that ConnectedSign Digital Signage provided the most suitable proposal for the needs of the City; and

**WHEREAS**, the quoted price for hardware, software, configuration, delivery and installation of one 65” Valencia outdoor kiosk is \$23,460.75; and

**WHEREAS**, purchase of the outdoor kiosk to be placed near the front entrance to City Hall is within the authority of the City Manager but requires a budget amendment to allocate the funds to budget account 521-4394-0384 (Software/Hardware Support); and

**WHEREAS**, the \$25,000 budget amendment to re-appropriate the funds in the current fiscal year is identified in Exhibit A attached hereto; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve Budget Amendment 2022-08 amending the previously adopted FY 2021-22 Budget to incorporate the changes enumerated in Exhibit A.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a special meeting of the City Council of the City of Fort Bragg held on the 30th day of August 2021, by the following vote:**

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



---

**BERNIE NORVELL**  
Mayor

**ATTEST:**

---

**June Lemos, CMC**  
City Clerk

**EXHIBIT A**

**BUDGET AMENDMENT**

Budget Adjustment #: 2022-08

Budget FY: FY 2021/22

Account Description	Account #			FY 21/22 Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt
<b>Expenditures</b>							
Valencia Outdoor Kiosk hardware/software	521	4394	0384	\$ 222,551.00	\$ 25,000.00		\$ 247,551
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
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							\$ -
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							\$ -
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							\$ -
							\$ -
							\$ -
<b>Total Expenditures</b>				\$ 222,551	\$ 25,000	\$ -	\$ 247,551
<b>Revenue</b>							
<b>Total Revenue</b>				\$ -	\$ -	\$ -	\$ -

**Reason for Amendment:** RESOLUTION # : XXXX-2021

Budget Amendment to reappropriate funds to purchase an outdoor kiosk

**Authorization:**

Requested By:	June Lemos	Signature:	Date:
Approval:	Tabatha Miller		
Finance Use:	Isaac Whippy		

*Attach copies of Resolution or other documentation*



**Quoted To:**

June Lemos  
City of Fort Bragg  
416 North Franklin Street  
Fort Bragg, CA 95437  
USA

**Phone:** 707-961-1694  
**Fax:**

**Prepared By:**

Jessica Sapp  
Client Services Specialist

**Phone:** 866-833-2723  
**Email:** jsapp@connectedsign.com

<b>PO Number:</b>	<b>Valid Through:</b> <b>Aug 31, 2021</b>	<b>Payment Terms:</b> <b>Due on receipt.</b>
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Here is the quote you requested.

Software	Unit Price	Qty	Ext. Price
FWI-025-Content Player License - Software subscription per player, annual subscription with a minimum 3 year commitment.	\$698.00	1	\$698.00

Hardware	Unit Price	Qty	Ext. Price
65" Valencia is an ultra-thin reliable, self-service kiosk that provides digital content in any outdoor environment. Media player included.	\$15,375.00	1	\$15,375.00

Professional Services	Unit Price	Qty	Ext. Price
40 HR Professional Services - IT Implementation, Build of 2-3 interactive template, Data Configuration of 1 or 2 standard feeds, and Basic Training	\$6,600.00	1	\$6,600.00

<b>Totals</b>	
<b>Subtotal</b>	\$22,673.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$787.75
<b>Grand Total</b>	\$23,460.75

**Payment Options**

Select your preferred payment option / purchase terms\*:

- Credit Card Purchase (purchase amount \$24,399.18) [includes +\$938.43 payment type Surcharge]
- Check Purchase (purchase amount \$23,460.75)
- eCheck/ACH Purchase (purchase amount \$23,460.75)
- Wire Transfer Purchase (purchase amount \$23,460.75)

\* This quote is provided as an estimate only. Final invoice payment amount is subject to credit verification and applicable taxes as required by law.

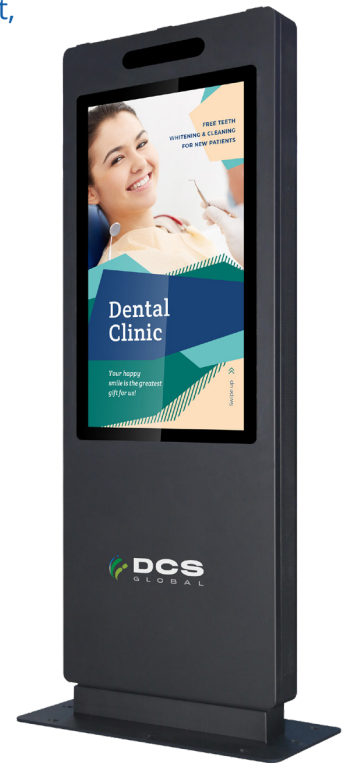
Please contact me if I can be of further assistance.

## KIOSK



The DCS Valencia is an ultra-thin reliable, self-service kiosk that provides digital content in any outdoor environment. The Valencia runs a variety of software applications from Digital Signage to Interactive Wayfinding and Directories. Powered by Windows PC hardware, the Valencia features a sealed, water-resistant, IP65 rated enclosure. In addition, a thermostatically-controlled, heating and cooling fan system prevents the LCD display from “blacking out” in extreme temperatures.

The all steel, zinc-plated, powder-coated kiosk also holds up to harsh weather conditions such as direct rain, bright sunlight, and snow. The Valencia’s 3,500-4,000cd/m<sup>2</sup> LCD display is offered with or without touchscreen capabilities in 43”, 55” and 65” single- or double-sided formats. Other options include custom colors, branding, or vinyl wraps as well as integrated peripheral and mounting alternatives.



- Fully Waterproof Kiosk
- IP65 Rated Enclosure
- 5°F to 140°F Operational Temp
- Sunlight Readable Panel
- Automatic Brightness Control
- Intelligent Wind Control System

- High Temperature Protection
- Low Temperature Protection
- Air Inlet and Outlet Dust-Proof
- AG Glass Anti-Reflecture Film
- 3 Sets of Insulation
- Electric Leakage Protection

- Fan Cooling
- Integrated Audio
- Key-Lock Door
- Secure Installation
- On-Site Support Warranty
- Ships Fully Assembled



MALLS



STADIUMS & AMUSEMENT PARKS



TRANSPORTATION

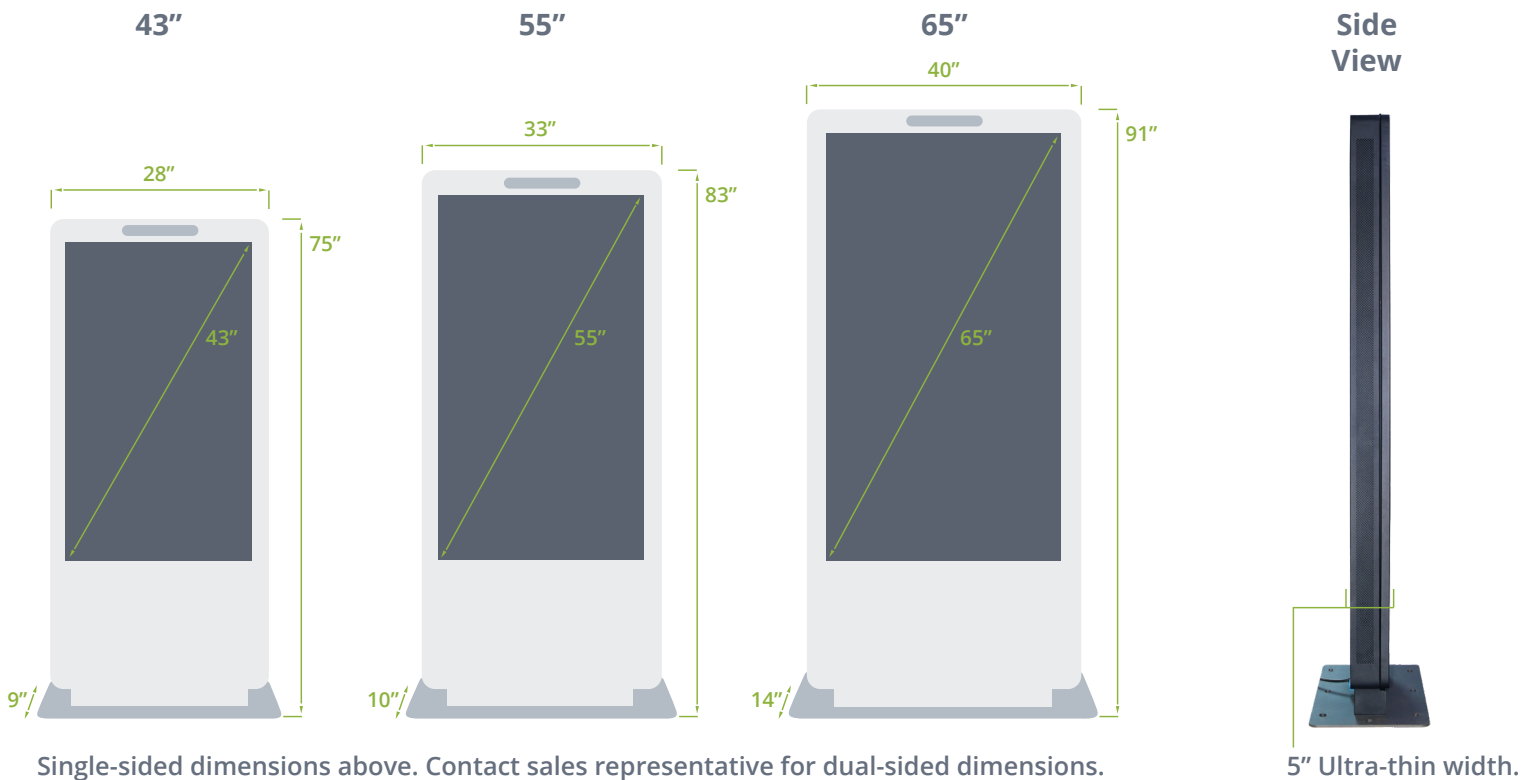


MUNICIPALITIES & UNIVERSITIES



HOSPITALITY

Digital Signage • Interactive Wayfinding/Directories • DOOH Advertising • Traffic Information



<b>KIOSK PC</b>			
Operating System	Windows 10		
CPU	Intel i3, i5, or i7		
RAM	8, 16, or 32GB DDR4		
Storage	128GB or 1T SSD		
Connectivity	WiFi, Ethernet		
Input/Output	HDMI, VGA, RJ-45, USB2.0 x4		
Audio	Realtek ALC662 6-Channel HD Audio CODEC		
<b>OPTIONAL HARDWARE</b>			
Touchscreen	10-Point PCAP		
Cooling System	Air Conditioner		
Connectivity	5G from AT&T		
<b>SPECIFICATIONS</b>	<b>43"</b>	<b>55"</b>	<b>65"</b>
Max Resolution	1920x1080	3840x2160	3840x2160
Aspect Ratio	16:9	16:9	16:9
Brightness	3500cd/m <sup>2</sup>	3500cd/m <sup>2</sup>	3500cd/m <sup>2</sup>
Weight	230 lbs	255 lbs	280 lbs
<b>TEMPERATURE</b>	-5°F to 140°F (Operational)		
<b>CERTIFICATION</b>	CE/FCC/RoHS		
<b>WARRANTY</b>	One Year On-Site Support; Extended Warranties Available		



# City of Fort Bragg

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

## Text File

File Number: 21-462

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**Agenda Date:** 8/30/2021

**Version:** 1

**Status:** Consent Agenda

**In Control:** Special City Council

**File Type:** Resolution

**Agenda Number:** 2F.

Adopt City Council Resolution Approving Mutual Aid Agreement Providing for Emergency Assistance Among the County of Mendocino, City of Ukiah, City of Fort Bragg and other Signatory Cities or Special Districts

The City of Fort Bragg, City of Ukiah and County of Mendocino have been working on a solution to provide water to the unincorporated coastal area. The Mutual Aid Agreement provides the mechanism to allow the parties to move forward with hauling water from Ukiah to Fort Bragg that would then be resold by Fort Bragg to the water haulers on the Coast. The City Council adopted a Resolution in support of this solution at its August 23, special meeting. The Mutual Aid Agreement goes further in providing a process and template for future mutual aid efforts between the entities that could be expanded to include the City of Willits, Point Arena and other special districts or local agencies. The Mutual Aid Agreement strengthens all the parties' ability to plan for and respond to future emergencies.

**RESOLUTION NO. \_\_\_\_-2021**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING MUTUAL AID AGREEMENT PROVIDING FOR EMERGENCY ASSISTANCE AMONG THE COUNTY OF MENDOCINO, CITY OF UKIAH, CITY OF FORT BRAGG AND OTHER SIGNATORY CITIES OR SPECIAL DISTRICTS**

**WHEREAS**, Northern California, Mendocino County and the City of Fort Bragg have experienced significantly less rainfall in the last twenty-four (24) months than would be considered normal; and

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

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

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

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

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

**WHEREAS**, on May 10, 2021 the City Council implemented Stage 1 voluntary water conservation measures; and

**WHEREAS**, on July 12, 2021 the City Council confirmed the Stage 2 Water Warning and implemented Stage 2 Water Conservation Restrictions; and

**WHEREAS**, on July 19, 2021, in response to historic low flows and significant drops in the Noyo River, it was necessary for the City to cease water sales to water haulers providing water to businesses and residents outside City limits in the greater Mendocino Coastal area; and

**WHEREAS**, on August 9, 2021 the City Council held a Public Hearing in compliance with Chapter 14.06 (WATER CONSERVATION STAGES) and declared a Stage 3 Water Emergency implementing Stage 3 Conservation Restrictions; and

**WHEREAS**, City staff continue to work with the Mendocino County Drought Ad Hoc Committee and the other cities in Mendocino County on solutions to the water needs of the Mendocino Coast and greater Mendocino County; and

**WHEREAS**, mutual aid is defined as emergency assistance given from one public agency to another, under a prearranged agreement; and

**WHEREAS**, the City Council recognizes the potential vulnerabilities in not only the Fort Bragg Water System but in other agencies' water systems throughout Mendocino County; and

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

1. That the foregoing recitals are true and correct and are made a part of this Resolution.
2. That the City Council supports countywide solutions to the current and possibly future water shortage emergencies and is committed to participating in sharing of resources, so long as the City is able to meet the health and safety needs of its residents and businesses.
3. That the Mutual Aid Agreement provides a plan, process and template for the parties to effectively share resources and increases the emergency preparedness of the City of Fort Bragg and each party to the Agreement.
4. That sharing resources amongst the County of Mendocino, City of Ukiah, City of Fort Bragg and other signatories to the Mutual Aid Agreement benefits all of the residents and businesses in our greater community.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve the Mutual Aid Agreement Providing for Emergency Assistance Among the County of Mendocino, City of Ukiah, City of Fort Bragg and Other Signatory Cities or Special Districts.

**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 30th day of August, 2021, by the following vote:**

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

---

**BERNIE NORVELL**  
Mayor

**ATTEST:**

---

**June Lemos, CMC**  
City Clerk



**MUTUAL AID AGREEMENT PROVIDING FOR EMERGENCY  
ASSISTANCE AMONG THE COUNTY OF MENDOCINO, CITY OF UKIAH, CITY OF  
FORT BRAGG AND OTHER SIGNATORY CITIES OR SPECIAL DISTRICTS**

This Mutual Aid Agreement (“Agreement”) is made and entered into by and between the County of Mendocino (“County”), the City of Ukiah (“Ukiah”), the City of Fort Bragg (“Fort Bragg”) and other signatory cities or special districts in Mendocino County which may be referred to herein individually as “Party” and collectively as the “Parties.” County, Ukiah and Fort Bragg shall be referred to herein as the “Original Signatory Parties.”

RECITALS

1. The Parties recognize that all water supplies in Mendocino County are potentially vulnerable to natural and manmade disasters, such as earthquakes, fires, pandemics, droughts and other emergencies, and desire to establish a mutual aid plan during an emergency to maximize the utilization of available water supplies, distribution facilities, equipment, and personnel to conserve, allocate, and distribute water equitably and sustain the safe and reliable operation of wholesale and retail water systems and wells and water systems serving individual residents and businesses in the County and avoid any catastrophic interruption to normal production and/or delivery facilities.

2. Mutual aid is defined as emergency assistance given from one public agency to another, under a prearranged agreement.

3. It is desirable that the Parties should be free to voluntarily aid and assist each other in a timely manner both in preparation for an emergency and in response to any emergency situation, or extraordinary or unusual circumstance, such as in the event of an earthquake, flood, fire, sabotage, riot, pandemic, drought or other emergency in the County (hereinafter referred to as an “emergency” or “unforeseen circumstance”).

4. Such assistance may include the interchange of materials, resources, including potable, non-potable and recycled water (hereafter “resources”), facilities, services, equipment, and personnel to cope with the problems which would arise in the event of a major emergency or unforeseen circumstances.

5. Materials, resources, facilities, services, equipment and/or personnel are provided on the basis that the providing agency can continue operations and simultaneously meet the health and safety needs of its residents and businesses and the receiving agency has, or is about to, exhaust resources required to meet the health and safety needs of its residents and businesses.

6. The Parties are each willing to assume risks due to the use of resources, equipment, materials and personnel furnished by a Party; and

7. To the extent provided herein, the Parties agree to indemnify and hold each other harmless from any liability for injury, illness, or property damage incurred by a Party or its employees, officers or agents, or by third parties in the course of, or as a result of a Party's activities performed pursuant to this agreement.

8. This Agreement is not intended as a joint use or joint purchasing program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

## AGREEMENT

1. MUTUAL AID: ADOPTION OF EMERGENCY PLANS. Subject to the terms and conditions of this Agreement, the Parties agree to furnish to each other resources, facilities, personnel, and services to respond to emergencies and unforeseen circumstances in accordance with duly adopted or hereafter duly adopted emergency plans. The Party making a request for mutual aid shall be called a "Recipient" and the Party giving aid and assistance shall be called a "Provider."

1.1 Emergency Plan. The Parties shall develop emergency plans ("Emergency Plans") providing for the effective mobilization of their resources, facilities, and services to respond to any type of emergency.

1.2 Voluntary Participation. No Party to this Agreement shall be liable for its failure or inability to provide, or attempt to provide, assistance to any other Party. It is the intent of the Parties to provide assistance on a strictly voluntary basis. No Party shall be required to lend any items or to unreasonably deplete its own resources, facilities, and services in furnishing such mutual aid.

2. INTENT OF PROVIDER AND RECIPIENT. It is the intent hereof that each Recipient will use the procedures herein established only for emergency situations or unforeseen circumstances requiring resources beyond its existing resources and only for as long as necessary to respond to those situations or circumstances. Each Provider should assist other Parties to the extent it can do so without detriment to its own needs or impairing its ability to perform its own normal work requirements. If the Provider determines, in its sole and absolute discretion, that its needs are greater than those of the Recipient's, the Provider has first priority and sole authority over its own equipment, personnel, resources and materials.

3. REQUEST FOR AID OR ASSISTANCE. If a Party has an emergency or unforeseen circumstance, it may make a request to any other Party or Parties for emergency assistance under this Agreement. The requesting Party will explain the nature of the circumstance and the type of resources, materials, equipment or personnel expected to be needed.

3.1 Documentation. All mutual aid assistance, whether given or received, shall be documented either in advance of providing/receiving assistance, or after the emergency

assistance is no longer required, as these records may be needed for federal and state emergency assistance funding application requirements and must be available to the Provider/Recipient within 30 days of the resolution of the emergency. The Parties shall develop a standard documentation form as soon as possible after this agreement is executed by the Original Signatory Parties.

3.1.1 Documentation shall include one or more of the following, as applicable: (1) photographs of damage and repairs; (2) documentation of insufficient resources; (3) documentation of the type or amount of equipment, resources, or materials provided; (4) notes on damage and repairs; (5) clippings of press reports; (6) a record of all expenditures, including timecards and logs documenting equipment hours; (7) a record of all pertinent conversations about specific damages and/or repairs to damaged facilities; (8) retained receipts, invoices, statements, and other relevant paperwork for services rendered by a contractor or vendor; and (9) any other documents reasonably requested by a Provider or a Recipient or any state or federal agency regulating the emergency service or reimbursing the costs thereof.

3.1.2 Books, documents, papers, accounting records, and other evidence pertaining to costs incurred or compensation provided under this Agreement shall be maintained by each Party and made available at all reasonable times for four (4) years from the date of payment for inspection by another Party or state or federal agencies regulating or reimbursing expenses incurred in providing mutual aid under this Agreement.

3.2 Procedures for Providers. A Provider may require a Recipient to comply with procedures adopted by the Provider in its Emergency Plan to document requests made hereunder.

4. CONTROL SAFETY SUPERVISION AND RECALL. It is expressly understood that the Recipient, in whose jurisdiction the incident requiring mutual aid has occurred, shall remain in charge for such incident, including the schedule of the work and the direction and supervision of such personnel and equipment provided to it through the operation of this Agreement. Safe work procedures and practices shall be observed by a Provider. Employees lending assistance to a Recipient will not be asked to perform tasks which could lead to reasonably foreseeable injury or illness. Equipment shall be operated according to standards and procedures, if any, provided by the Provider at the time such equipment is provided. A Provider may recall any equipment, personnel or unused materials or supplies at any time, but shall give the Recipient as much notice as practical prior to such recall.

5. CHARGES FOR MATERIALS, RESOURCES, PERSONNEL, AND EQUIPMENT.

5.1 Materials. All materials borrowed but not utilized shall be returned to the Provider in the same condition as they were when they were borrowed. The Recipient shall pay the Provider either the purchase or replacement cost (whichever is higher) for all materials

obtained, utilized, and not returned under this Agreement with the prior approval of the Provider, the Recipient may replace materials and return them to the site of the Provider as soon as practical instead of making payments.

5.2 Resources. The Recipient shall pay the Provider for the use of resources in an amount agreed upon by the Recipient and Provider. Such charge shall be approximately the fair market value but it should reflect a return to the Provider sufficient to reimburse for the costs of production or treatment.

5.3 Personnel. The Recipient shall pay the Provider's cost of salaries for the time spent by all personnel in assisting the Recipient, including a provision for overtime, vacation, holidays, sick leave, insurance, retirement, payroll taxes, and other direct salary costs. No overhead costs shall be included.

5.4 Equipment and Facilities. The Recipient shall pay the Provider for the use of equipment and facilities in an amount agreed upon by the Recipient and Provider. Such charge shall be approximately the fair market value- rental charge but it should reflect a return to the Provider sufficient to reimburse for the costs of ownership and operation. Unless otherwise arranged, the default rate for equipment is the current FEMA reimbursement rate.

The Recipient shall return all equipment and facilities in undamaged condition, subject to reasonable wear and tear. If equipment and/or facilities are damaged, the Recipient shall pay the cost of repair. If equipment is damaged beyond repair, it shall be replaced by the Recipient with new or comparable used equipment, acceptable to the Provider. The Recipient shall not be responsible to repair pre-existing damage on equipment or facilities.

5.5 Invoicing and Payment. The Provider shall provide the Recipient a detailed invoice for the cost of the mutual aid services. The invoice will include assigned personnel classification, dates and hours worked, hourly billing rates, equipment used, materials provided, and a summary of total costs incurred. The Recipient shall notify the Provider of any dispute of the information in the invoice within thirty (30) days of receipt. The Parties will cooperate to resolve any disputes before resorting to legal remedies.

The Recipient shall pay the Provider within sixty (60) days of receipt of the invoice for any undisputed charges or within fifteen (15) days after resolution of any disputed charges. By mutual consent, the Provider and Recipient may agree to an alternate payment schedule and/or charges in consideration of federal and/or state reimbursements or other factors.

## 6. INDEMNIFICATION.

6.1 Indemnity for Requested Assistance. To the fullest extent provided by law, each Recipient shall fully indemnify and hold the Provider and its elected officials, officers, employees, contractors, authorized volunteers and agents ("Indemnified Parties") harmless from any liabilities, claims, demands, causes of action, costs, expenses, losses or damages,

including attorney's fees and expert witness fees (collectively, "Claims") arising out of, or occurring during or in the course of the provision of assistance under this Agreement. Recipient shall assume on behalf of the Provider, the defense of any Claims in which liability is sought to be imposed on the Provider or shall reimburse the Provider for all reasonable costs of defending or responding to such action, claim or demand, including reasonable attorneys' fees. Notwithstanding the above, Recipient shall have no obligation to indemnify, defend, or hold harmless the Indemnified Parties to the extent the Claims are caused by the negligence, recklessness, or willful misconduct of an Indemnified Party. Obligations arising out of this section shall survive the termination or withdrawal from this Agreement by a Party hereto.

6.2 Liability for Joining. In the event of any Claims of whatever kind or nature arising out of the rendering of assistance pursuant to this Agreement, the Parties involved in rendering or receiving assistance agree to indemnify and hold harmless, to the fullest extent permitted by law, each signatory to this Agreement, whose only involvement in the transaction or occurrence which is the subject of such Claims, is the execution and approval of this Agreement. Such indemnification shall include indemnity for all Claims, including but not limited to Claims for personal injury and property damage.

7. WORKERS' COMPENSATION AND EMPLOYEE CLAIMS; EMPLOYER RESPONSIBILITIES.

Notwithstanding any provision of this Agreement, it is the intent of the Parties that, to the fullest extent permitted by law, any employee of a Provider that provides labor pursuant to this Agreement, is performing the labor within the course and scope of employment for Provider and, therefore, will be covered by Provider's workers' compensation insurance coverage during performance of any labor provided under this Agreement. Without limiting the generality of Section 6.1, the Provider shall indemnify and hold the Recipient and its elected officials, officers, employees, contractors, authorized volunteers and agents harmless from any and all Claims for personal injury or death incurred by such officers, employees or agents while engaged in carrying out their duties, functions or activities under this Agreement, except to the extent the Claims are caused by the negligence, recklessness, or willful misconduct of an Indemnified Party.

Each Party shall pay all wages, salaries, and other amounts due to its employees and agents in connection with any and all services performed under this Agreement and as required by law. Each Party shall be responsible for all reports and obligations respecting their own employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of any other Party for any purpose.

8. INSURANCE. Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations. Without in any way affecting the indemnity herein provided and in addition thereto, each Party shall secure and maintain throughout the Agreement the following types of insurance. including coverage through a pooled risk joint powers agency with limits as shown.

8.1 Workers' Compensation: A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of each Party and all risks to such persons under this Agreement.

8.2 Comprehensive General and Automobile Liability Insurance: This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).

8.3 Additional Named Insured: All policies, and/or memoranda of coverage, except Workers' Compensation, shall contain additional endorsements naming each Party and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of each Party's performance hereunder.

8.4 Policies Primary and non-Contributory: All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by each Party.

9. EXECUTION AND EFFECTIVE DATE. This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which shall constitute one and the same instrument. Electronic signatures or signatures on copies transmitted by email or telefax shall have the same force and effect as original signatures and any copy of this Agreement with executed counterparts so transmitted shall be admissible in any administrative or judicial proceeding as evidence of the Parties' agreement. Each Party shall, upon approval of this Agreement, forward a certified copy of its resolution or other action approving the Agreement to all other Parties.
10. TERMINATION NOTICE. This Agreement shall remain operative and effective as between each and every Party that has heretofore or hereafter approved or executed this Agreement until participation in this Agreement is terminated by the Party. A Party which no longer desires to participate shall, by resolution or other action, give notice terminating its participation in this Agreement to all other Parties. This Agreement is terminated as to such party 30 days after notice to all Parties has been given.
11. AGREEMENT BINDING. This Agreement shall be binding upon and inure to the benefit of the Original Signatory Parties and all parties who may subsequently enter into this Agreement, and their successors and assigns.
12. THIRD PARTY RIGHTS. This Agreement is only for the benefit of the Parties as municipal or local government entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall

have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

13. SEVERABILITY. In the event that any one or more phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.
14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. Venue shall be in the state courts located in Mendocino County. In the event any Party seeks to change venue under Code Civ. Proc. §394, the Parties agree to waive the right to a jury trial and stipulate to the appointment of an out-of-county judge by the Judicial Council to hear the case in Mendocino County.
15. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a written agreement signed by each of the Parties hereto.
16. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is specifically provided in writing.
17. Addition of Signatory Parties: Additional cities or special districts in Mendocino County may become parties to this agreement with the approval of the Original Signatory Parties by duly approving and executing this Agreement in accordance with Section 9. The Chief Executive Officer of the County and the city managers of Ukiah and Fort Bragg are hereby delegated the authority by their respective governing bodies to approve the addition of a party or parties to this Agreement.

SIGNATURES ON THE FOLLOWING PAGE(S)

IN WITNESS WHEREOF, each of the Parties have caused this Mutual Aid Agreement to be executed by its authorized agent or official evidencing the consent of its legislative body hereto.

CITY OF UKIAH

\_\_\_\_\_  
By: Mayor Juan Orozco  
Ukiah City Council

ATTEST:  
Kristine Lawler, City Clerk

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
David J. Rapport, City Attorney

CITY OF FORT BRAGG

\_\_\_\_\_  
By: Mayor Bernie Norvell  
Fort Bragg City Council

ATTEST:

\_\_\_\_\_  
June Lemos, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Keith F. Collins, City Attorney

COUNTY OF MENDOCINO

\_\_\_\_\_  
By: Dan Gjerde, Chairman  
Board of Supervisors

ATTEST:  
\_\_\_\_\_, Clerk of the Board

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Curtis, County Counsel





# City of Fort Bragg

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

## Text File

File Number: 21-463

**Agenda Date:** 8/30/2021

**Version:** 1

**Status:** Consent Agenda

**In Control:** Special City Council

**File Type:** Resolution

**Agenda Number:** 2G.

Adopt City Council Resolution Authorizing Submission of Co-Application with Danco Communities for Permanent Local Housing Allocation Program Non-Entitlement Local Government Competitive Funds in the Amount of \$2,400,000 to Support the Development of a 69-Unit Affordable Housing Project Located at 441 South Street

In 2017, Governor Brown signed a 15-bill housing package aimed at addressing the state's housing shortages and high housing costs. Specifically, it included the Building Homes and Jobs Act (SB2, 2017), which provides funding to the California Department of Housing and Community Development (HCD) Permanent Local Housing Allocation (PLHA) program.

Eligible activities under the PLHA Notice of Funding Availability (NOFA) include:

1. Development of new multifamily rental housing that is affordable to households at or below 60 percent of area median income (AMI) or substantial rehabilitation of multifamily rental housing that will be affordable to households at or below 60 percent of AMI, but which is not currently restricted as affordable housing. In order to be eligible as "substantial rehabilitation," a project must complete a minimum of \$40,000 per unit in hard construction costs; or
2. Assistance to persons who are experiencing or at risk of homelessness, including, but not limited to, through rapid re-housing, rental assistance, supportive services, and case management services that allow people to obtain and retain housing, operating and capital costs for Navigation Centers, or new construction, rehabilitation, or preservation of permanent or transitional rental housing.

The City has been working with Danco, the developer of The Cottages at Cypress, on a 69-unit affordable housing project currently under construction at 441 South Street, called The Plateau. The Plateau includes 20-units of Permanently Supportive Housing (PSH), which is designed to assist persons experiencing homelessness by providing affordable housing linked to a range of supportive services. The project also includes 23-units of affordable senior housing, 25-units of 3-bedroom affordable housing units, and an on-site manger unit. Danco is requesting that the City submit a co-application for the PLHA Program Non-Entitlement Local Government Competitive funds in the amount of \$2,400,000 to support development of, The Plateau.

The attached Resolution must be included in the application submittal no later than 11:59 PM Pacific Daylight Time on ~~August 31, 2021~~ September 14, 2021 (deadline extended). The application, along with documentation from Danco stating intent for utilizing funds are attached as Attachments 1 and 2.

**RESOLUTION NO. \_\_\_\_-2021**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL  
HOUSING ALLOCATION PROGRAM NON-ENTITLEMENT LOCAL  
GOVERNMENT COMPETITIVE COMPONENT**

**WHEREAS**, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 06/07/2021 under the Permanent Local Housing Allocation (PLHA) Program Competitive Component; and

**WHEREAS**, the Department is authorized to provide up to \$29 million under the SB 2 Permanent Local Housing Allocation Program Competitive Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))); and

**WHEREAS**, the City of Fort Bragg is an eligible non-entitlement local government who has applied for program funds to administer an eligible activity; and

**WHEREAS**, the Department may award, subject to selection criteria set forth in PLHA guidelines section 403, funding allocations for applicants recommended for funding, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA competitive grant recipients; and

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

1. If Applicant is awarded a grant of PLHA funds from the Department pursuant to the above referenced PLHA Competitive Component NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department; and
2. Applicant hereby agrees to use the PLHA funds for the eligible activity for which the Applicant has submitted an application, as set forth in Section 401 of the Guidelines, and as awarded and approved by the Department in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department; and
3. Pursuant to Applicant’s certification in this resolution, the PLHA funds will be expended only for the eligible Activity for which the Applicant has submitted an application, and consistent with all program requirements; and
4. Applicant certifies that, if funds are awarded for the development of new multifamily housing at or below 60 percent of area median income (AMI) or substantial rehabilitation of

multifamily rental housing at or below 60 percent of AMI, Applicant shall comply with Uniform Multifamily Regulations Subchapter 19, Title 25, Division 1, Chapter 7, commencing with Section 8300 and the Multifamily Housing Program Guidelines commencing with Section 7300; and

- 5. Applicant certifies that, if funds are awarded for the development of an Affordable Rental Housing Development, the Local Government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Department-approved underwriting of the Project for a term of at least 55 years; and
- 6. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department; and
- 7. The City Manager is authorized to execute the PLHA Competitive Component Program Application, the PLHA Competitive Component Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA Competitive Component grant awarded to Applicant, as the Department may deem appropriate.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby authorize the application for the Permanent Local Housing Allocation Program Non-Entitlement Local Government Competitive Grant component and authorizes the City Manager to execute the same.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a special meeting of the City Council of the City of Fort Bragg held on the 30<sup>th</sup> day of August, 2021, by the following vote:**

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

\_\_\_\_\_  
**BERNIE NORVELL**  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**June Lemos, CMC**  
**City Clerk**

2021 TCAC Threshold Basis Limit for HCD Developer Fee 2017 UMR §8312(c) & (b) and High Cost Test for HCD Limits on Development Costs 2017 UMR §8311(a) & (b) (revised 2/19/21)							
Complete all yellow shaded cells; see cell comments for tips							
Project Name:	The Plateau		County:	Mendocino	HCD Phase:	Origination	
Unit Size	1/5/21 TCAC Threshold Basis Limits (TBL)		Number of Units		Basis x Number of Units		
SRO/Studio	\$262,291		0		\$0		
1 Bedroom	\$302,419		35		\$10,584,665		
2 Bedrooms	\$364,800		9		\$3,283,200		
3 Bedrooms	\$466,944		25		\$11,673,600		
4+ Bedrooms	\$520,205		0		\$0		
Number of Manager Units in Project:		1	Total units:		69		
TOTAL UNADJUSTED THRESHOLD BASIS LIMIT (TBL):					\$25,541,465		
TBL ADJUSTMENTS §10327(c)(5)(A-F):						Yes/No	
(A)	Project paid in whole or part out of public funds subject to a legal requirement for the payment of state or federal prevailing wages or financed in part by a labor-affiliated organization requiring the employment of construction workers who are paid at least state or federal prevailing wages. (20%)					No	\$0
	Project certifies that (1) they are subject to a project labor agreement within the meaning of §2500(b)(1) of the Public Contract Code, or (2) they will use a skilled and trained workforce as defined by §25536.7 of the Health and Safety Code to perform all onsite work within an apprenticeship occupation in the building and construction trades. (5%)					No	\$0
	New construction project required to provide parking beneath residential units (not "tuck under" parking) or through construction of an on-site parking structure of two or more levels. (10%)					No	\$0
	Project where a day care center is part of the development. (2%)					No	\$0
	Project where 100 percent of the Low Income units are for Special Needs populations. (2%)					No	\$0
	Project where at least 95% of the project's upper floor units are serviced by an elevator. (10%)						\$0
	Project wherein at least 95% of the building(s) is constructed as Type I as defined in the California Building Code, in which case, the Type III 10% increase below is not allowed. (15%)					No	\$0
	Project wherein at least 95% of the building(s) is constructed as a Type III as defined in the California Building Code, or a Type III/Type I combination, in which case, the Type I 15% increase above is not allowed. (10%)					No	\$0
(B)	Project applying under §10325 or §10326 of these regulations that include one or more of the features below. (up to 10%)						\$1,021,659
Proposed energy efficiency/resource conservation/indoor air quality items	(1) Project shall have onsite renewable generation estimated to produce 50% or more of annual tenant electricity use. If the combined available roof area of the Project structures, including carports, is insufficient for provision of 50% of annual electricity use, then the Project shall have onsite renewable generation based on at least 90% of the available solar accessible roof area. Available solar accessible area is defined as roof area less north facing roof area for sloped roofs, equipment, solar thermal hot water and required local or state fire department set-backs and access routes. A Project not availing itself of the 90% roof area exception may also receive an increase under paragraph (2) only if the renewable generation used to calculate each basis increase does not overlap. (5%)					No	
	(2) Project shall have onsite renewable generation estimated to produce 75% or more of annual common area electricity use. If the combined available roof area of the Project structures, including carports, is insufficient for provision of 75% of annual electricity use, then the Project shall have onsite renewable generation based on at least 90% of the available solar accessible roof area. Available solar accessible area is defined as roof area less north facing roof area for sloped roofs, equipment, solar thermal hot water and required local or state fire department set-backs and access routes. A Project not availing itself of the 90% roof area exception may also receive an increase under paragraph (1) only if the renewable generation used to calculate each basis increase does not overlap. (2%)					No	
	(3) Newly constructed Project buildings shall be 15% or more energy efficient than the 2016 Energy Efficiency Standards (California Code of Regulations, Part 6 of Title 24), except that if the local building department has determined that building permit applications submitted on or before December 31, 2016 are complete, then newly constructed Project buildings shall be fifteen percent (15%) or more energy efficient than the 2013 Energy Efficiency Standards (California Code of Regulations, Part 6 of Title 24). (4%)					No	
	(4) Rehab Project buildings shall have 80% decrease in estimated TDV energy use (or improvement in energy efficiency) post rehab as demonstrated using the appropriate performance module of CEC software. (4%)					No	
	(5) Irrigate only with reclaimed water, greywater, or rainwater (excepting water used for Community Gardens) or irrigate with reclaimed water, grey water, or rainwater in an amount that annually equals or exceeds 20,000 gallons or 300 gallons per unit, whichever is less. (1%)					Yes	
	(6) Community Gardens of at least 60 square feet per unit. Permanent site improvements that provide a viable growing space within the Project including solar access, fencing, watering systems, secure storage space for tools, and pedestrian access. (1%)					Yes	
	(7) Install bamboo, cork, salvaged or FSC-Certified wood, natural linoleum, natural rubber, or ceramic tile in all kitchens, living rooms, and bathrooms (where no VOC adhesives or backing is also used). (1%)					No	
	(8) Install bamboo, stained concrete, cork, salvaged or FSC-Certified wood, ceramic tile, or natural linoleum in all common areas. (2%)					Yes	
	(9) Meet all requirements of the U.S. Environmental Protection Agency Indoor Air Plus Program. (2%)					No	
(D)	Project requires seismic upgrading of existing structures, and/or requires toxic or other environmental mitigation as certified by the Project architect/ engineer. (lesser of costs or 15% basis adjustment)					No	\$0
	If Yes, select type of work:		Enter Certified Costs of Work:	\$0			
(E)	Local development impact fees required to be paid to local government entities. Certification from local entities assessing fees also required. <b>WAIVED IMPACT FEES ARE INELIGIBLE.</b>					Yes	\$932,035
						Please Enter Amount Above:	
(F)	Projects within a county with an unadjusted 9% threshold basis limit for a 2-bedroom unit equal or less than \$400,000 and within a census tract designated on the TCAC/HCD Opportunity Map as Highest or High Resource. (10%)					No	\$0
County eligibility:	Yes	TCAC/HCD Opportunity Area Map Tract ID #:	60450105004	Opportunity Map Resource level:	Moderate Resource	In yellow cells, enter Tract ID # and TCAC/HCD Opportunity Map Resource level	

# Permanent Local Housing Allocation (PLHA) Program

Notice of Funding Availability (NOFA) June 7, 2021

## Non-Entitlement Local Government Competitive Application

Rev. 6/24/21



**Gavin Newsom, Governor  
State of California**

**Lourdes Castro Ramirez, Secretary  
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director  
Department of Housing and Community Development (HCD)  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
Phone: (916) 263-2771**

**PLHA Program Email: [CPLHA@hcd.ca.gov](mailto:CPLHA@hcd.ca.gov)  
<http://www.hcd.ca.gov/grants-funding/nofas.shtml>**

**Application Technical Support email:  
[AppSupport@hcd.ca.gov](mailto:AppSupport@hcd.ca.gov)**

**Overview**

Rev. 6/24/21

**Proposed Activity §401; Funding Limits/Request NOFA**

(a) Select below the proposed Activity you are applying for. **Note: you may only apply for one Project or one Program Activity and the eligible Activity must take place within the jurisdiction of the Applicant.**

(1) Development of a new or substantial rehabilitation of a multifamily rental housing project that is Affordable to households at or below 60% of AMI, but which is not currently restricted as Affordable housing

Fully describe the proposed Activity above. If your proposed program Activity is assistance to persons who are experiencing homelessness or At-risk of homelessness (2d), describe all subactivities.

Construction of 69-unit housing project in Fort Bragg, CA. There are a total of 68 affordable units with a mix of special needs, senior and family units as well as a manager's unit. Project includes community building and site amenities.

<b>Funding limit</b>	<b>\$5,000,000</b>	Funds requested including admin expenses (min. \$500,000)	\$2,400,000	<b>Admin limit 5%</b>	<b>\$120,000</b>	Admin requested	\$120,000
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Have you applied, do you plan to apply, or have you been awarded other HCD program funds for the proposed Activity? Yes

Other HCD Program(s) Name(s):	Funding Amount	Funding Status	NOFA Date	Award Date/Expected Award Date
IIG	\$3,089,000	Funding awarded	10/30/19	6/26/20

**Applicant §400**

(a) Eligible Applicants for this non-entitlement competitive allocation described in §100(b)(3) are limited to non-entitlement local governments. For development of Rental Housing Projects, Sponsor(s) must be co-Applicant(s). **If there are two co-Applicants (two General Partners) both must complete and submit co-applicant information and documentation.**

Applicant Name	Fort Bragg	Organization Type:	<b>Local Government</b>
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Address	416 N Franklin Street	City	Fort Bragg	County	Mendocino	State	CA	Zip	95437
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<b>Auth Rep: Name</b>	Tabatha Miller	<b>Title</b>	City Manager	<b>Email</b>	TMiller@FortBragg.com	<b>Phone</b>	(707) 961-2829
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<b>Contact: Name</b>	Sarah McCormick	<b>Title</b>		<b>Email</b>	SMcCormick@fortbragg.com	<b>Phone</b>	(415) 933-1165
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<b>File Name:</b>	<b>App Cert &amp; Legal</b>	Reference 'Certifications & Legal Status' worksheet. Only complete Certification part.	Uploaded to HCD?	
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<b>File Name:</b>	<b>App TIN Form</b>	Taxpayer Identification Number (TIN) on the <a href="#">PLHA webpage</a> .	Uploaded to HCD?	
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Co-Applicant 1 Name	Danco Communities	Organization Type:	For-profit
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Address	5251 Ericson Way	City	Arcata	County	Humboldt	State	CA	Zip	95521
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<b>Auth Rep: Name</b>	Chris Dart	<b>Title</b>	Secretary	<b>Email</b>	cdart@danco-group.com	<b>Phone</b>	(707) 825-1531
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<b>Contact: Name</b>	McKenzie Dibble	<b>Title</b>	Project Manager	<b>Email</b>	mdibble@danco-group.com	<b>Phone</b>	(707) 825-1588
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<b>File Name:</b>	<b>Co-App1 Cert &amp; Legal</b>	Reference 'Certifications & Legal Status' worksheet.	Uploaded to HCD?	Yes
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<b>File Name:</b>	<b>Co-App1 OrgDoc1, OrgDoc2,</b>	Reference Sponsor Org Docs worksheet	Uploaded to HCD?	Yes
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<b>File Name:</b>	<b>Co-App1 OrgChart</b>	Sponsor Organization Chart	Uploaded to HCD?	Yes
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<b>File Name:</b>	<b>Co-App1 Signature Block</b>	Signature Block - upload in Microsoft Word document.	Uploaded to HCD?	Yes
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<b>File Name:</b>	<b>Co-App1 Payee Data Record</b>	Payee Data Record STD-204 on the <a href="#">PLHA webpage</a> .	Uploaded to HCD?	Yes
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<b>File Name:</b>	<b>Co-App1 Cert of Good Standing</b>	Must be dated 30 days or less from the application due date.	Uploaded to HCD?	
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<b>File Name:</b>	<b>Co-App1 Tax-Exempt Status</b>	Evidence of tax-exempt status from IRS and from FTB for Corporations.	Uploaded to HCD?	N/A
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Co-Applicant 2 Name	Community Revitalization and Development Corporation	Organization Type:	Nonprofit
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Address	635 Parkview Ave	City	Redding	County	Shasta	State	CA	Zip	96099
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<b>Auth Rep: Name</b>	David Rutledge	<b>Title</b>	President	<b>Email</b>	david@crdc-housing.org	<b>Phone</b>	(530) 241-6960
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<b>Contact: Name</b>	David Rutledge	<b>Title</b>	President	<b>Email</b>	david@crdc-housing.org	<b>Phone</b>	(530) 241-6960
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<b>File Name:</b>	<b>Co-App2 Cert &amp; Legal</b>	Reference 'Certifications & Legal Status' worksheet.	Uploaded to HCD?	Yes
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<b>File Name:</b>	<b>Co-App2 OrgDoc1, OrgDoc2,</b>	Reference Sponsor Org Docs worksheet	Uploaded to HCD?	Yes
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<b>File Name:</b>	<b>Co-App2 OrgChart</b>	Sponsor Organization Chart	Uploaded to HCD?	Yes
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<b>File Name:</b>	<b>Co-App2 Signature Block</b>	Signature Block - upload in Microsoft Word document.	Uploaded to HCD?	Yes
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<b>File Name:</b>	<b>Co-App2 Payee Data Record</b>	Payee Data Record STD-204 on the <a href="#">PLHA webpage</a> .	Uploaded to HCD?	Yes
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<b>File Name:</b>	<b>Co-App2 Cert of Good Standing</b>	Must be dated 30 days or less from the application due date.	Uploaded to HCD?	
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<b>File Name:</b>	<b>Co-App2 Tax-Exempt Status</b>	Evidence of tax-exempt status from IRS and from FTB for Corporations.	Uploaded to HCD?	Yes
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**Threshold Requirements §402**

(a) Does the Applicant have a Housing Element that has been adopted by the jurisdiction's governing body by the application due date and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to GC §65585. Current Housing Element compliance status can be obtained by referencing the Department's website at <a href="http://www.hcd.ca.gov/community-development/housing-element">http://www.hcd.ca.gov/community-development/housing-element</a> .	Yes
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(b) Has the Applicant submitted to HCD the Annual Progress Report (APR) required by GC §65400 for the current or prior year by the application due date?	Yes
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(c)(2) and (3) Submission of an application by the Applicant and one or more co-Applicants must be authorized by resolutions of the governing boards of both the Applicant and all co-Applicants. Applicants may use their own resolution format as long as it contains ALL of the authorizations as in the sample.

The person attesting to the resolution signing cannot be the same person authorized to execute the documents in the name of the Applicant.

If more than one authorized signatory is identified, state whether both signatories are required or only one signatory is required to submit and execute Program docs.

If the application is being signed by a designee of the authorized signatory, the Applicant must also submit a designee letter or other proof of signing authority.

<b>File Name:</b>	<b>App Reso</b>	Copy of the local government Resolution - sample on the <a href="#">PLHA webpage</a>	Uploaded to HCD?	
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<b>File Name:</b>	<b>Co-App1 Reso</b>	Copy of the Resolution - sample on the <a href="#">PLHA webpage</a>	Uploaded to HCD?	Yes
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<b>File Name:</b>	<b>Co-App2 Reso</b>	Copy of the Resolution - sample on the <a href="#">PLHA webpage</a>	Uploaded to HCD?	Yes
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**Legislative and Congressional Information**

*Rev. 6/24/21*

*Provide the Legislative and Congressional information for the applicant and each activity location, (if different than applicant location).  
To locate or verify the Legislative and Congressional information, click on the respective links below and enter the applicant office location zip code, the activity location site zip code(s) (i.e. zip code(s) where activities are performed), and any additional activity location site(s), as applicable.*

[California State Assembly](#)

[California State Senate](#)

[U.S. House of Representatives](#)

**Applicant Office Location**

	District #	First Name	Last Name
State Assembly Member	2	Jim	Wood
State Senate Member	2	Mike	McGuire
US House of Representatives	2	Jared	Huffman

**Activity Location 1 (if different from applicant location)**

	District #	First Name	Last Name
State Assembly Member	2	Jim	Wood
State Senate Member	2	Mike	McGuire
US House of Representatives	2	Jared	Huffman

**Activity Location 2 (if different from applicant location)**

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
US House of Representatives			

**Activity Location 3 (if different from applicant location)**

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
US House of Representatives			

**Activity Location 4 (if different from applicant location)**

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
US House of Representatives			

**Activity Location 5 (if different from applicant location)**

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
US House of Representatives			

**Multifamily Rental Housing (MF) or Navigation Center (NC)**

Rev. 6/24/21

Development Name	The Plateau			Type	New construction		County	Mendocino		
If the Development is known under another name(s) or was formerly known under another name(s), provide the name(s).				NA						
Address	441 South Street			City	Fort Bragg		Zip	95437		
Census Tract #1	105.00	APN #1	018-340-04	Census Tract #2	105.00	APN #2	018-340-06	Census Tract 3	NA	
Number of units in the Development:		69	MF only: Number of rental units in the Development that will be restricted to 60% of AMI or less:					68		
<b>Rehabilitation Projects only (rows 7-10)</b>										
MF Substantial Rehabilitation projects only:		Total rehabilitation costs (must complete Dev Budget worksheet):				0	Rehab cost per unit:		\$0	
<p><b>Rehabilitation projects only:</b> Provide a description of the current condition of the structure(s) and a general description of the overall scope of work. Include a discussion of any proposed modification to the unit configurations, unit mix, need for seismic retrofit, or modifications in use (e.g., commercial/tourist hotel to SRO or studio apartments). All projects must submit a Physical Needs Assessment (PNA) or Capital Needs Assessment (CNA) by a qualified independent third party contractor, which supports the proposed scope of work. Both the contractor and the PNA are subject to HCD approval. Include in the CNA upload, the current rent roll and tenant income and household size information, submit by unit.</p>										
File Name:	Rehab Description			Narrative of current condition of structure(s) and description of overall scope of work. Include a discussion of any proposed modification to unit configurations, unit mix, need for seismic retrofit, or modifications in use (e.g., commercial/tourist hotel to SRO).				Uploaded to HCD?	N/A	
File Name:	CNA			PNA or CNA by qualified independent third party contractor.				Uploaded to HCD?	N/A	
Explain any specific development issues (demolition, relocation, environmental, historical, topography, etc.) at the Development site.										
NA - Not Rehab										
File Name:	EFC1; EFC2; EFC3; etc.			Provide Enforceable Funding Commitments for development funding sources.				Uploaded to HCD?		
MF only: Does market study demonstrate financial feasibility? - Must submit a market study that meets the requirements specified in TCAC Regs §10322(h)(10)										
File Name:	Market Study			MF only: Completed market study prepared or updated within one year prior to the application due date.				Uploaded to HCD?		
(c)(4) Site Control: Does Sponsor have Site Control of the Development? If yes, enter form of site control and most recent execution date below.										
Form of site control:		Fee Title			Most recent document execution date:		11/20/20			
If leasehold estate, answer the following:	Is rent based on restricted land value?	N/A	Is acquisition cost \$0 in Development Budget?	N/A	Prepaid lease loan used? If Yes, answer (a-c) below	N/A				
(a) Funding amount based on the Present Value of lease payments?	N/A	(b) Lender requesting Res. Receipts (not permissible)	N/A	(c) Has loan amount been entered as a finance cost?	N/A					
Purchase price of the site(s):	\$2,760,000	Appraised value:	\$2,760,000	MF only: has Applicant completed any other units in this subdivision?				N/A		
Describe any special circumstances regarding site control:										
None.										
File Name:	Site Control			Provide appropriate documentation to demonstrate the form of site control indicated above.				Uploaded to HCD?	Yes	
File Name:	Prelim			Provide the Preliminary Title Report to verify the accuracy of the site control document.				Uploaded to HCD?		
File Name:	Appraisal			If available, provide a current appraisal of the site(s). If land and/or acquisition costs are shown on the Dev Budget, provide an appraisal report dated within 24 months prior to the application due date.				Uploaded to HCD?	Yes	
File Name:	Site Map			Provide a site map of proposed site.				Uploaded to HCD?	Yes	
(c)(4) Status of all discretionary local land use approvals: Provide a listing and status of all discretionary local land use approvals, excluding design review, required to complete the Development that have been granted, submitted or to be applied for to the appropriate local agencies, or consistent with local planning documents. This information must match the information provided on the Verification of the Status of Environmental Review and Land Use Entitlements worksheet.										
Agency / Issuer		Land Use Approval Date	Approval Type		Type and Comments					
City of Fort Bragg		2/3/19	Site Plan Approval		Site Plan Review					
Not Applicable		NA	NA		Conditional Use Permits					
NA - Zoned for the intended use		NA	NA		Zoning Approval					
(c)(4) Environmental: is the Development free from adverse environmental conditions that are economically infeasible to remove and cannot be mitigated?										
Yes										
Attach all available Phase I and Phase II Environmental Site Assessments (ESA) prepared or updated within 12 months prior to the application due date. Include any follow-up analysis, (e.g., asbestos or lead-based paint analysis), or information on mitigation completed. It is NOT necessary to include a copy of the Database Records Search section of the ESA.										
File Name	Env Report 1			Phase I				Uploaded to HCD?		
File Name	Env Report 2							Uploaded to HCD?		
File Name	Env Report 3							Uploaded to HCD?		
File Name	Env Report 4							Uploaded to HCD?		
File Name	Env Report 5							Uploaded to HCD?		
Soils/engineering/geotechnical: has a site report been prepared?										
File Name:	Soils-Engineering-Geo			Attach the Soils, Engineering, or Geotechnical report.				Uploaded to HCD?	Yes	
File Name:	Rehab Env Reports			Attach the lead-based paint, mold, and asbestos reports related to rehab				Uploaded to HCD?	N/A	



<b>Multifamily Rental Housing (MF) or Navigation Center (NC)</b>										Rev. 6/24/21
(c)(4) and NOFA II(D)(1)(d)(4) Are at least 40% of the permanent funds committed for the Development Project (must complete "Dev Sources" worksheet)?										Yes
<b>Americans with Disabilities Act</b>										
Sponsor certifies Development will comply with Americans with Disabilities Act and its implementing regulations.										Yes
<b>Violence Against Women Act</b>										
Sponsor certifies Development will comply with Violence Against Women Act.										Yes
<b>Davis-Bacon Wage &amp; State Prevailing Wage Requirements</b>										
Sponsor certifies the Development will comply with Davis-Bacon wage requirements and State prevailing wage law, as set forth in Labor Code Section 1720 et seq., which requires the payment of prevailing wages unless the Development meets one of the exceptions of Labor Code 1720(c) as determined by the Department of Industrial Relations (DIR). Sponsors are urged to seek professional advice as to how to comply with State prevailing wage law.										Yes
If your Development requires demolition of existing residential units, are the number of bedrooms in the proposed Development at least equal to the total number of bedrooms in the demolished structures per UMR §8303(b)? Explain below how this requirement is satisfied including how many bedrooms in the units to be demolished and how many replacement units.										Yes
<b>Article XXXIV</b>										
Article XXXIV legal opinion submitted to HCD demonstrates that the Sponsor has considered both the legal requirements of Article XXXIV and the relevant facts of the Development. Any conclusion that the Development is exempt from Article XXXIV is supported by specific facts and a specific legal theory for exemption that itself is supported by the Constitution, statute, and/or case law. Documentation provided shall be subject to HCD review and approval.										Yes
<b>File Name:</b>	<b>Article XXXIV Legal Opinion</b>	Demonstrate legal requirements of Article XXXIV and relevant Project facts have been considered.						Uploaded to HCD?	Yes	
<b>File Name:</b>	<b>Article XXXIV Authority</b>	Copy of document providing Authority.						Uploaded to HCD?	Yes	
<b>Tenant Selection UMR §8305</b>										
Sponsor certifies the Development will comply with the requirements of UMR §8305 as applicable.										Yes
<b>Fair Housing Act</b>										
Does Development propose to restrict occupancy based on gender or age? If yes, include in legal opinion how Development satisfies fair housing laws (include supporting materials). Attach a specific legal opinion labeled "Fair Housing" with supporting materials describing how the Development complies with fair housing laws. For senior Developments, attach evidence that units are lawfully restricted to senior households in compliance with state and federal fair housing laws.										Yes
<b>File Name:</b>	<b>Fair Housing</b>	Legal opinion with supporting materials describing how Development complies.						Uploaded to HCD?	Yes	
<b>Pet Friendly Housing Act</b>										
Sponsor certifies that residents of the housing development will be authorized to own or otherwise maintain one or more common household pets pursuant to the Pet Friendly Housing Act of 2017 (California Health & Safety Code, Section 50466)										Yes
<b>Tax Credits (TC)</b>										
Type (Select One)	4%	Federal	Yes	Proposed Equity Investor Contribution (\$)	\$8,553,880	Anticipated TC Factor	0.920	App. Rate	#####	
		State	Yes	Proposed Equity Investor Contribution (\$)	\$4,774,563	Anticipated TC Factor	0.700	App. Rate	#####	
Timeframe for Applying for tax credits	Proposed Month	January	Proposed Year	2020	If already awarded, enter TCAC Reservation date:			4/14/20		
<b>File Name:</b>	<b>Tax Credit Reservation</b>	If Development has received a tax credit reservation, attach documentation.						Uploaded to HCD?	Yes	

**Rental Development Team**

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<b>Owner/Borrower Entity</b>										
Legal Name	Fort Bragg South Street LP					Organization Type	Nonprofit			
Address	5251 Ericson Way, Suite A				City	Arcata	State	CA	Zip	95521
Auth Rep Name	Daniel J. Johnson			Title	Member	Email	djohnson@danco-group.com		Phone	(707) 825-1588
Contact Name	McKenzie Dibble			Title	Project Manager	Email	mdibble@danco-group.com		Phone	(707) 825-1588
Address	5251 Ericson Way, Suite A				City	Arcata	State	CA	Zip	95521
File Name	<b>Bwr Applicant Reso</b>	Copy of the local government Resolution - sample on the <a href="#">PLHA webpage</a>						Uploaded to HCD?		
File Name:	<b>Bwr Cert &amp; Legal</b>	Reference 'Certifications & Legal Status' Worksheet.						Uploaded to HCD?		
File Name:	<b>Bwr OrgDoc1, OrgDoc2, etc...</b>	Reference Sponsor Org Docs worksheet						Uploaded to HCD?		
File Name:	<b>Bwr OrgChart</b>	Sponsor Organization Chart						Uploaded to HCD?		
File Name:	<b>Bwr Signature Block</b>	Signature Block - upload in Microsoft Word Document.						Uploaded to HCD?		
File Name	<b>Bwr Payee Data Record</b>	Payee Data Record STD-204 on the <a href="#">PLHA webpage</a> .						Uploaded to HCD?		
File Name:	<b>Bwr Cert of Good Standing</b>	Must be dated 30 days or less from the application due date.						Uploaded to HCD?		
File Name:	<b>Bwr Tax-Exempt Status</b>	Evidence of tax-exempt status from IRS and from FTB for Corporations.						Uploaded to HCD?		
<b>Managing General Partner</b>										
Legal Name	Community Revitalization and Development Corporation					Organization Type	Nonprofit			
Address	P.O. Box 990490				City	Redding	State	CA	Zip	96099
Auth Rep Name	David Rutledge			Title	President	Email	david@crdc-housing.org		Phone	(530) 241-6960
Contact Name	David Rutledge			Title	President	Email	david@crdc-housing.org		Phone	(530) 241-6960
Address	P.O. Box 990490				City	Redding	State	CA	Zip	(530) 241-6960
File Name	<b>MGP Applicant Reso</b>	Copy of the local government Resolution - sample on the <a href="#">PLHA webpage</a>						Uploaded to HCD?		
File Name:	<b>MGP Cert &amp; Legal</b>	Reference 'Certifications & Legal Status' Worksheet.						Uploaded to HCD?		
File Name:	<b>MGP OrgDoc1, OrgDoc2, etc...</b>	Reference Sponsor Org Docs worksheet						Uploaded to HCD?		
File Name:	<b>MGP OrgChart</b>	Sponsor Organization Chart						Uploaded to HCD?		
File Name:	<b>MGP Signature Block</b>	Signature Block - upload in Microsoft Word Document.						Uploaded to HCD?		
File Name	<b>MGP Payee Data Record</b>	Payee Data Record STD-204 on the <a href="#">PLHA webpage</a> .						Uploaded to HCD?		
File Name:	<b>MGP Cert of Good Standing</b>	Must be dated 30 days or less from the application due date.						Uploaded to HCD?		
File Name:	<b>MGP Tax-Exempt Status</b>	Evidence of tax-exempt status from IRS and from FTB for Corporations.						Uploaded to HCD?		
<b>Administrative General Partner #1</b>										
Legal Name	Johnson & Johnson Investments LLC					Organization Type	Limited Liability Company			
Address	5251 Ericson Way, Suite A				City	Arcata	State	CA	Zip	95521
Auth Rep Name	Daniel J. Johnson			Title	Member	Email	djohnson@danco-group.com		Phone	(707) 825-1588
Contact Name	McKenzie Dibble			Title	Project Manager	Email	mdibble@danco-group.com		Phone	(707) 825-1588
Address	5251 Ericson Way, Suite A				City	Arcata	State	CA	Zip	95521
File Name	<b>AGP Applicant Reso</b>	Copy of the local government Resolution - sample on the <a href="#">PLHA webpage</a>						Uploaded to HCD?		
File Name:	<b>AGP Cert &amp; Legal</b>	Reference 'Certifications & Legal Status' Worksheet.						Uploaded to HCD?		
File Name:	<b>AGP OrgDoc1, OrgDoc2, etc...</b>	Reference Sponsor Org Docs worksheet						Uploaded to HCD?		
File Name:	<b>AGP OrgChart</b>	Sponsor Organization Chart						Uploaded to HCD?		
File Name:	<b>AGP Signature Block</b>	Signature Block - upload in Microsoft Word Document.						Uploaded to HCD?		
File Name	<b>AGP Payee Data Record</b>	Payee Data Record STD-204 on the <a href="#">PLHA webpage</a> .						Uploaded to HCD?		
File Name:	<b>AGP Cert of Good Standing</b>	Must be dated 30 days or less from the application due date.						Uploaded to HCD?		
File Name:	<b>AGP Tax-Exempt Status</b>	Evidence of tax-exempt status from IRS and from FTB for Corporations.						Uploaded to HCD?		
<b>Property Management Agent</b>										
Legal Name	Danco Property Management			Contact Name	Blair Brown		Email	blairbrown@danco-group.com		
Phone	(707) 825-1528	Address	5251 Ericson Way, Suite A		City	Arcata	State	Ca	Zip	95521
<b>Financial Consultant</b>										
Legal Name	NA			Contact Name			Email			
Phone		Address			City		State		Zip	
<b>Lead (primary) Service Provider</b>										
Legal Name	Redwood Quality Management Co			Contact Name	Camille Shraeder		Email	camille@rqmc.org		
Phone	(707) 472-0350	Address	350 E Gobbi St		City	Ukiah	State	CA	Zip	95482
<b>Borrower Legal Counsel</b>										
Legal Name	Odu & Associates			Contact Name	Nkechi Odu		Email	nkechi@odulaw.com		
Phone	(951) 215-6212	Address	31805 Temecula Parkway, #720		City	Temecula	State	CA	Zip	92592
<b>General Contractor</b>										
Legal Name	Danco Builders Northwest			Contact Name	Dan Johnson		Email	djohnson@danco-group.com		
Phone	(707) 822-9000	Address	5251 Ericson Way, Suite A		City	Arcata	State	CA	Zip	95521
<b>Architect</b>										
Legal Name	McSorley Architecture			Contact Name	Garrett McSorley		Email	garrett.mcsorley@gmail.com		
Phone	707.633.9283	Address	PO Box 2472		City	McKinleyville	State	CA	Zip	95519
<b>Development Funding Source</b>										
Legal Name	RedStone Equity Partners			Contact Name			Email			
Phone		Address			City		State		Zip	
<b>Development Funding Source</b>										
Legal Name	Pacific Western Bank			Contact Name			Email			
Phone		Address			City		State		Zip	
<b>Development Funding Source</b>										
Legal Name	IIG (HCD)			Contact Name			Email			
Phone		Address			City		State		Zip	
<b>Development Funding Source</b>										
Legal Name	HEAP - Fort Bragg & Mendocino			Contact Name			Email			
Phone		Address			City		State		Zip	
<b>Rent/Operating Subsidy Source</b>										
Legal Name	Danco Communities			Contact Name			Email			
Phone		Address			City		State		Zip	
<b>Rent/Operating Subsidy Source</b>										
Legal Name				Contact Name			Email			
Phone		Address			City		State		Zip	

**Rental Development Unit Mix**

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Section 8 PBVs

Subsidy Program Name

# of Bedrms	% of Area Median Income	Total Units	PLHA Assisted Units (60% AMI or less)	Total Restricted Units	Total Unrestricted Units	Manager Units	Special Needs Units	Support. Housing Units	Restricted Monthly Rent	Unrestricted Monthly Rent	Proposed Monthly Rent	<sup>1</sup> Monthly Utility Allowance	Monthly Rent Subsidy Amount	Subsidy Units	Monthly Rent Subsidy Amount	Subsidy Units	# of Baths	Square Feet	Building Type			
1	30% AMI	9	9	9	0			9	\$407		\$393		\$1,035	9	\$1,035		1		Detached SF			
1	40% AMI	9	9	9	0			9	\$543		\$525		\$1,035	9	\$1,035		1		Detached SF			
2	30% AMI	1	1	1	0			1	\$488		\$472		\$1,214	1	\$1,214		1		Detached SF			
2	40% AMI	1	1	1	0			1	\$651		\$630		\$1,214	1	\$1,214		1		Detached SF			
1	50% AMI	1	1	1	0				\$678		\$656	\$8					1		Detached SF			
1	60% AMI	16	16	16	0				\$814		\$787	\$8					1		Detached SF			
2	50% AMI	2	2	2	0				\$813		\$787	\$10					1		Detached SF			
2	60% AMI	4	4	4	0				\$976		\$945	\$10					1		Detached SF			
3	50% AMI	3	3	3	0				\$940		\$908	\$16					2		Townhouse			
3	60% AMI	22	22	22	0				\$1,128		\$1,090	\$16					2		Townhouse			
2	none	1		0	1	1			\$0								1		Detached SF			
				0	0				\$0													
				0	0				\$0													
				0	0				\$0													
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				0	0				\$0													
		<b>69</b>	<b>68</b>	<b>68</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>20</b>	<b>\$7,438</b>	<b>\$0</b>	<b>\$7,193</b>			<b>20</b>		<b>0</b>						
<b>File:</b>	<b>Utility Allowance</b>	1Provide document showing current utility allowance chart, with relevant components circled.										Uploaded to HCD?	Yes	\$671,532	Annual Net <b>Restricted</b> Rent							
														\$648,888	Annual Net <b>Proposed</b> Rent							
														\$0	Annual <b>Unrestricted</b> Rent							

Sources of Funds

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Construction Period Sources of Funds

Funding Committed by Application Due Date?	Source Name (listed in order of lien priority)	Source Type	Local Support	Lien No.	Residential Amount	Commercial Amount	Total Amount	Interest Rate	Required Payment	Loan Term (months)	*Details of Deferred Costs	
											Amount	Description
1	Yes	HCD PLHA Funds	State-HCD	No			\$0					
2	Yes	Pacific Western Bank Construction Loan	Private		\$15,900,000		\$15,900,000	4.10%				
3							\$0					
4							\$0					
5							\$0					
6							\$0					
7							\$0					
8							\$0					
9							\$0					
10							\$0					
11							\$0					
12							\$0					
13							\$0					
14							\$0					
15							\$0					
16							\$0					
17							\$0					
18							\$0					
19							\$0					
20		Deferred costs (detail at right)			\$0		\$0					
21		Equity Investor					\$0					
	\$15,900,000	<Total funds committed	100.00%	<% Funds committed	\$15,900,000		\$0	\$15,900,000				\$0

Permanent Sources of Funds

Funding Committed by Application Due Date?	Source Name (listed in order of lien priority)	Source Type	Local Support	Lien No.	Residential Amount	Commercial Amount	Total Amount	Interest Rate		Repayment Terms		Required Residential Debt Service	Required Commercial Debt Service
								Type	Rate	Type	Due in (yrs)		
1	Yes	HCD PHLA Funds	State-HCD	No	\$2,400,000		\$2,400,000						
2	Yes	City of Fort Bragg & County of Mendocino HEP	Local		\$3,250,000		\$3,250,000						
3	Yes	IIG Funds	State-HCD		\$3,089,000		\$3,089,000						
4	Yes						\$0						
5	Yes	Developer Note	Private		\$784,026		\$784,026						
6	Yes	Pacific Western Bank Permanent Loan	Private		\$6,077,000		\$6,077,000		5.10%				
7	Yes	Solar Tax Credit Equity			\$118,696		\$118,696						
8							\$0						
9							\$0						
10							\$0						
12							\$0						
12							\$0						
13							\$0						
14		Private mortgage financing					\$0						
15		Deferred costs					\$0						
16	Yes	Equity Investor	RedStone		\$13,209,747		\$13,209,747			Project Tax Credit Type:			
					<b>Totals</b>		\$28,928,469					\$0	\$0
	\$28,928,469	<Total funds committed	100.00%	<% Funds committed									

File: Perm EFC #1, #2, etc Commitment letter or other evidence documenting permanent financing commitments (see Guidelines for explanation of funding commitments) Uploaded to HCD?

Applicant comments: Include a description of balloon payments and unusual or extraordinary circumstances that have resulted in higher than expected project costs and provide a justification as to why these costs are reasonable.

**Residential Permanent Sources/Uses of Funds**

**Tax Credit Basis**

**Commercial Sources**

USES OF FUNDS	HCD PHLA Funds	City of Fort Bragg & County of Mendocino HEP	IIG Funds	0	Developer Note	Pacific Western Bank Permanent Loan	Solar Tax Credit Equity	0	Private mortgage financing	Deferred costs	Equity Investor	Total Residential Sources	30% PVC for New Const/Rehab	30% PVC for Acquisition	Total Commercial Sources	Source Name:	Source Name:
<b>Project Development Costs</b>																	
<b>LAND COST/ACQUISITION</b>																	
Land Cost or Value											\$2,760,000	\$2,760,000			\$0		
Demolition												\$0			\$0		
Legal												\$0			\$0		
Land Lease Rent Prepayment												\$0			\$0		
<b>Total Land Cost or Value</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,760,000	\$2,760,000			\$0	\$0	\$0
Existing Improvements Cost or Value												\$0			\$0		
Off-Site Improvements												\$0			\$0		
<b>Total Acquisition Cost</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0
<b>Total Land Cost / Acquisition Cost</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,760,000	\$2,760,000			\$0	\$0	\$0
Predevelopment Interest/Holding Cost												\$0			\$0		
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)												\$0			\$0		
Excess Purchase Price Over Appraisal												\$0			\$0		
<b>REHABILITATION</b>																	
Site Work												\$0			\$0		
Structures												\$0			\$0		
General Requirements												\$0			\$0		
Contractor Overhead												\$0			\$0		
Contractor Profit												\$0			\$0		
Prevailing Wages												\$0			\$0		
General Liability Insurance												\$0			\$0		
Urban Greening												\$0			\$0		
Other Rehabilitation: (Specify)												\$0			\$0		
Other Rehabilitation: (Specify)												\$0			\$0		
Other Rehabilitation: (Specify)												\$0			\$0		
<b>Total Rehabilitation Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Relocation Expenses</b>												\$0			\$0		
<b>NEW CONSTRUCTION</b>																	
Site Work											\$1,009,220	\$1,009,220	\$1,009,220		\$0		
Structures						\$6,077,000	\$118,696				\$778,996	\$6,974,692	\$6,974,692		\$0		
General Requirements											\$671,035	\$671,035	\$671,035		\$0		
Contractor Overhead											\$237,099	\$237,099	\$237,099		\$0		
Contractor Profit											\$711,297	\$711,297	\$711,297		\$0		
Prevailing Wages											\$0	\$0	\$0		\$0		
General Liability Insurance											\$203,422	\$203,422	\$203,422		\$0		
Urban Greening											\$0	\$0	\$0		\$0		
IIG Budget			\$3,089,000									\$3,089,000	\$3,089,000		\$0		
Supportive Housing Construction		\$3,000,000									\$200,000	\$3,200,000	\$3,200,000		\$0		
Other New Construction: (Specify)												\$0	\$0		\$0		
<b>Total New Construction Costs</b>	\$0	\$3,000,000	\$3,089,000	\$0	\$0	\$6,077,000	\$118,696	\$0	\$0	\$0	\$3,811,069	\$16,095,765	\$16,095,765	\$0	\$0	\$0	\$0
<b>ARCHITECTURAL FEES</b>																	
Design											\$300,000	\$300,000	\$300,000		\$0		
Supervision											\$150,000	\$150,000	\$150,000		\$0		
<b>Total Architectural Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$450,000	\$450,000	\$0	\$0	\$0	\$0
<b>Total Survey &amp; Engineering</b>											\$250,000	\$250,000	\$250,000		\$0		
<b>CONSTRUCTION INTEREST &amp; FEES</b>																	
Construction Loan Interest											\$869,986	\$869,986	\$869,986		\$0		
Origination Fee											\$159,000	\$159,000	\$159,000		\$0		
Credit Enhancement/Application Fee											\$45,000	\$45,000	\$45,000		\$0		
Bond Premium											\$0	\$0	\$0		\$0		
Cost of Issuance											\$169,528	\$169,528	\$169,528		\$0		
Title & Recording											\$52,500	\$52,500	\$52,500		\$0		
Taxes											\$55,200	\$55,200	\$55,200		\$0		
Insurance											\$0	\$0	\$0		\$0		
Employment Reporting											\$0	\$0	\$0		\$0		
3rd Party Reports											\$16,000	\$16,000	\$16,000		\$0		
Inspection Fees											\$20,000	\$20,000	\$20,000		\$0		
Consultants											\$30,000	\$30,000	\$30,000		\$0		
Other Construction Int. & Fees: (Specify)											\$0	\$0	\$0		\$0		
<b>Total Construction Interest &amp; Fees</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,417,214	\$1,417,214	\$1,417,214	\$0	\$0	\$0	\$0
<b>PERMANENT FINANCING</b>																	
Loan Origination Fee												\$0			\$0		
Credit Enhancement/Application Fee											\$5,000	\$5,000			\$0		
Title & Recording											\$2,500	\$2,500			\$0		
Taxes												\$0			\$0		

USES OF FUNDS	Residential Permanent Sources/Uses of Funds												Tax Credit Basis		Commercial Sources		
	HCD PHLA Funds	City of Fort Bragg & County of Mendocino HEP	IIG Funds	0	Developer Note	Pacific Western Bank Permanent Loan	Solar Tax Credit Equity	0	Private mortgage financing	Deferred costs	Equity Investor	Total Residential Sources	30% PVC for New Const/Rehab	30% PVC for Acquisition	Total Commercial Sources	Source Name:	Source Name:
Insurance												\$0			\$0		
Syndication Fee											\$40,000	\$40,000			\$0		
Other Perm. Financing Costs: (Specify)												\$0			\$0		
Other Perm. Financing Costs: (Specify)												\$0			\$0		
Other Perm. Financing Costs: (Specify)												\$0			\$0		
<b>Total Permanent Financing Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,500	\$47,500			\$0	\$0	\$0
<b>Subtotals Forward</b>	\$0	\$3,000,000	\$3,089,000	\$0	\$0	\$6,077,000	\$118,696	\$0	\$0	\$0	\$8,735,783	\$21,020,479	\$18,212,979	\$0	\$0	\$0	\$0
<b>LEGAL FEES</b>																	
Legal Paid by Applicant											\$55,000	\$55,000	\$55,000		\$0		
Borrowers Attorney											\$65,000	\$65,000	\$65,000		\$0		
Other Attorney Costs: (Specify)												\$0			\$0		
Other Attorney Costs: (Specify)												\$0			\$0		
<b>Total Attorney Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000	\$120,000	\$120,000	\$0	\$0	\$0	\$0
<b>RESERVES</b>																	
Operating Reserve											\$174,291	\$174,291			\$0		
Replacement Reserve												\$0			\$0		
Transition Reserve												\$0			\$0		
Rent Reserve											\$30,000	\$30,000			\$0		
COSR	\$2,280,000											\$2,280,000			\$0		
Other Reserve Costs: (Specify)												\$0			\$0		
Other Reserve Costs: (Specify)												\$0			\$0		
<b>Total Reserve Costs</b>	\$2,280,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$204,291	\$2,484,291			\$0	\$0	\$0
<b>CONTINGENCY COSTS</b>																	
Construction Hard Cost Contingency											\$804,788	\$804,788	\$804,788		\$0		
Soft Cost Contingency											\$90,000	\$90,000	\$90,000		\$0		
<b>Total Contingency Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$894,788	\$894,788	\$894,788	\$0	\$0	\$0	\$0
<b>OTHER PROJECT COSTS</b>																	
TCAC App/Allocation/Monitoring Fees											\$38,725	\$38,725			\$0		
Environmental Audit											\$7,000	\$7,000	\$7,000		\$0		
Local Development Impact Fees		\$250,000									\$682,035	\$932,035	\$932,035		\$0		
Permit Processing Fees											\$106,461	\$106,461	\$106,461		\$0		
Capital Fees												\$0			\$0		
Marketing												\$0			\$0		
Furnishings											\$40,000	\$40,000	\$40,000		\$0		
Market Study											\$22,000	\$22,000	\$22,000		\$0		
Accounting/Reimbursable											\$20,000	\$20,000	\$20,000		\$0		
Appraisal Costs											\$10,000	\$10,000	\$10,000		\$0		
Predevelopment Interest											\$10,000	\$10,000	\$10,000		\$0		
County Legal											\$16,000	\$16,000	\$16,000		\$0		
												\$0	\$0		\$0		
Incentive Leasing Fee											\$75,000	\$75,000	\$75,000		\$0		
Cost Segregation Study											\$10,000	\$10,000	\$10,000		\$0		
City of Fort Bragg PLHA 5% Fee	\$120,000											\$120,000			\$0		
<b>Total Other Costs</b>	\$120,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,037,221	\$1,407,221	\$1,248,496	\$0	\$0	\$0	\$0
<b>SUBTOTAL PROJECT COST</b>	\$2,400,000	\$3,250,000	\$3,089,000	\$0	\$0	\$6,077,000	\$118,696	\$0	\$0	\$0	\$10,992,083	\$25,926,779	\$20,476,263	\$0	\$0	\$0	\$0
<b>DEVELOPER COSTS</b>																	
Developer Overhead/Profit					\$784,026						\$2,217,664	\$3,001,690	\$3,001,690		\$0		
Consultant/Processing Agent												\$0			\$0		
Project Administration												\$0			\$0		
Broker Fees Paid to a Related Party												\$0			\$0		
Construction Oversight by Developer												\$0			\$0		
Other Developer Costs: (Specify)												\$0			\$0		
<b>Total Developer Costs</b>	\$0	\$0	\$0	\$0	\$784,026	\$0	\$0	\$0	\$0	\$0	\$2,217,664	\$3,001,690	\$3,001,690	\$0	\$0	\$0	\$0
<b>Total Project Costs</b>	\$2,400,000	\$3,250,000	\$3,089,000	\$0	\$784,026	\$6,077,000	\$118,696	\$0	\$0	\$0	\$13,209,747	\$28,928,469	\$23,477,953	\$0	\$0	\$0	\$0

Total Eligible Basis: \$23,477,953

	DF 2021
Total Developer Fee (equals Total Developer Costs above):	\$3,001,690
Total Developer Fee paid from development funding sources:	\$2,200,000
Deferred Developer Fee payable on a priority basis from available Cash Flow:	\$801,690
Deferred Developer Fee payable from allowable 50% Distribution:	\$0
Developer Fee Contributed as Capital:	\$0

**HCD 2021 Developer Fee Calculator** - revised 2/4/21 (complete YELLOW shaded cells)

Project Phase:	Origination	Proposed Project Type:	4% Credits New Construction		
Project Name:	The Plateau				

Project's Developer Fee Summary	HCD Limit	Project Amt.
<b>Maximum Total Developer Fee - 2d</b>	<b>\$3,071,439</b>	<b>\$3,001,690</b>
<b>Max Developer Fee payable from development funding sources - lesser of 1e &amp; 2d</b>	<b>\$2,200,000</b>	<b>\$2,200,000</b>
<b>Deferred Developer Fee payable on a priority basis from available Cash Flow</b>	<b>\$871,439</b>	<b>\$801,690</b>
<b>Deferred Developer Fee payable exclusively from Sponsor Distributions</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Budgeted or Actual Developer Fee</b>	<b>\$3,001,690</b>	
<b>Developer Fee Contributed as Capital</b>	<b>\$0</b>	<b>Deferred Developer Fee</b>
		<b>\$801,690</b>

**Section 1. UMR §8312(c)(1) Max Developer Fee payable from funding sources - 4% Projects use TCAC 9% rules**

a. Project's type of construction:	<b>New Construction</b>		\$2,200,000
b. Project's Unadjusted Eligible Basis (excluding Developer Fee) - §10327(c)(2)(A)	\$20,476,263	x 15% =	\$3,071,439
c. Project's Unadjusted Eligible Acquisition Basis (excluding Developer Fee) - §10327(c)(2)(A)	\$0	x 5% =	\$0
d. Project's Non-Residential Costs (excluding Developer Fee) - §10327(c)(2)(A)	\$0	x 15% =	\$0
<b>e. Maximum Developer Fee payable from development funding sources - UMR §8312(c)(1) - lesser of 1a or (1b + 1c + 1d)</b>			<b>\$2,200,000</b>

**Section 2. UMR §8312(c) - Maximum Developer Fee using TCAC 4% rules**

a. BIPOC Project meeting CDLAC §5230(f)(1)(B) - §10327(c)(2)(E)			No
b. New Construction & Rehab - Unadjusted Eligible Basis (exclude Developer Fee) - §10327(c)(2)(B)(i)	\$20,476,263	x 15% =	\$3,071,439
c. Basis for non-residential project costs (exclude Developer Fee) - §10327(c)(2)(B)(ii)	\$0	x 15% =	\$0
d1. Not Applicable			
d2. Not Applicable			
d3. Not Applicable			
d4. Not Applicable	\$0	X 5% =	\$0
<b>e. Maximum Total Developer Fee using TCAC 4% rules §8312(c)</b>			<b>\$3,071,439</b>
f. Total Budgeted or Actual Developer Fee			\$3,001,690
g. Budgeted Developer Fee paid from Development Sources	\$801,690	<i>Sum of Deferred and Contributed Developer Fee</i>	\$2,200,000
<b>h. Deferred Developer Fee payable on a priority basis from available Cash Flow</b>			<b>\$801,690</b>

**Supportive Services Costs - HCD 2017 UMR Limits (for projects with HCD funding) - 2.5% annual increase**

**HCD UMR §8301(t):** "Supportive Services" - social, health, educational, income support and employment services and benefits, coordination of community building and educational activities, individualized needs assessment, and individualized assistance with obtaining services and benefits.

**HCD UMR §8301(u):** "Supportive Services Costs" - the costs of providing tenants service coordination, case management, and direct resident and Supportive Services. It includes: (1) the cost of providing tenants with information on and referral to social, health, educational, income support and employment services and benefits, coordination of community building and educational activities, individualized needs assessment, and individualized assistance with obtaining services and benefits; (2) salaries, benefits, contracted services, telecommunication expenses, travel costs, supplies, office expenses, staff training, maintenance of on-site equipment used in services programs, such as computer labs, incidental costs related to resident events, and other similar costs approved by the Department.

<b>A. Supportive Services Units:</b>	Total number of units:	69	Certification Year - based on completion or update date from Universal Application ('General' worksheet cell K10):	2021	<b>Total Units</b>	<b>Max PUPY Expense</b>	<b>Max Costs</b>
<b>(1) UMR §8314(e)(1):</b> Total number of Supportive Housing (SH) units anticipated to be restricted to individuals or families experiencing chronic homelessness as defined consistent with Health and Safety Code (HSC) §50675.14.					20	<b>\$4,504</b>	\$90,080
<b>(2) UMR §8314(e)(2):</b> Total number of Supportive Housing (SH) units (other than those restricted to individuals or families experiencing chronic homelessness pursuant to HSC §50675.14), <b>PLUS</b> the total number of units restricted to occupancy by Special Needs Populations (SNP)* under any HCD program. (* <a href="#">click here for definition - §7301(s) of the MHP Regulations</a> ). <b>Do not include units included in (1) above.</b>						<b>\$3,377</b>	\$0
<b>(3) UMR §8314(e)(3):</b> Total number of units where the Sponsor, their affiliate, or a service provider under contract to provide Supportive Services at the Project has both: (A) qualified staff devoted exclusively to oversight and quality control of resident services in affordable housing, including the Project; and (B) a system to track and report on tenant outcomes, such as changes in employment status and income. <b>Do not include units included in items (1) and (2) above.</b>					48	<b>\$1,160</b>	\$55,680
<b>(4) UMR §8314(e)(4):</b> Total number of units anticipated to be offered Supportive Services provided by the Project Sponsor, a Sponsor affiliate, or contracted service provider <b>that do not satisfy the criteria in items (1), (2) and (3) above.</b>						<b>\$276</b>	\$0
<b>(5) Maximum Supportive Services Costs</b>					<b>68</b>		<b>\$145,760</b>



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**Year 1 Annual Income and Expenses**

Employee Information					Comments
No.	FTE	Employee Job Title	Salary/Wages	Value of Free Rent	
		On-Site Manager(s)	\$58,281	\$0	
		On-Site Assistant Manager(s)	\$0	\$0	
		Supportive Services Staff Supervisor(s)	\$0		
		Supportive Services Coordinator, On-Site	\$0		
		Other Supportive Services Staff (inc. Case Manager)	\$0		
		On-Site Maintenance Employee(s)	\$12,047	\$0	
		On-Site Leasing Agent/Administrative Employee(s)	\$0	\$0	
		On-Site Security Employee(s)	\$0	\$0	
			\$0	\$0	
			\$0	\$0	
<b>Total Salaries and Value of Free Rent Units</b>			<b>\$70,328</b>	<b>\$0</b>	
	6711	Payroll Taxes	\$4,223		Show free rent as an expense?
	6722	Workers Compensation	\$0		
	6723	Employee Benefits	\$0	Yes	
<b>Employee(s) Payroll Taxes, Workers Comp. &amp; Benefits</b>			<b>\$4,223</b>		
<b>Total Employee(s) Expenses</b>			<b>\$74,551</b>		

Employee Units				
Income Limit	Job Title(s) of Employee(s) Living On-Site	Unit Type (No. of bdrms.)	Square Footage	
		0	0	
		0	0	
		0	0	
<b>Total Square Footage</b>			<b>0</b>	

**Year 1 Annual Operating Budget**

Acct. No.	Revenue - Income	Residential	Commercial	Comments
5120/5140	Rent Revenue - Gross Potential		\$0	
	Restricted Unit Rents	\$648,888		
	Unrestricted Unit Rents	\$0		
5121	Tenant Assistance Payments			
	Section 8 PBVs	\$252,696		
	Subsidy Program Name	\$0		
	Operating Subsidies	\$152,000		COSR for \$152,000/yr for 15 years
	Other: (specify)	\$0	\$0	
5910	Laundry and Vending Revenue	\$17,940		
5170	Garage and Parking Spaces	\$0	\$0	
5990	Miscellaneous Rent Revenue	\$0	\$0	
<b>Gross Potential Income (GPI)</b>		<b>\$1,071,524</b>	<b>\$0</b>	

	Vacancy Rate: Restricted Units	7.0%		
	Vacancy Rate: Unrestricted Units	5.0%		
	Vacancy Rate: Tenant Assistance Payments	5.0%		
	Vacancy Rate: Other: (specify)	7.0%		
	Vacancy Rate: Laundry & Vending & Other Income	7.0%		
	Vacancy Rate: Commercial Income		50.0%	
5220/5240	Vacancy Loss(es)	\$59,313	\$0	
<b>Effective Gross Income (EGI)</b>		<b>\$1,012,211</b>	<b>\$0</b>	

Acct. No.	Expenses	Residential	Commercial	Comments
<b>Administrative Expenses: 6200/6300</b>				
6203	Conventions and Meetings	\$0	\$0	
6210	Advertising and Marketing	\$3,571	\$0	
6250	Other Renting Expenses	\$0	\$0	
6310	Office/Administrative Salaries -- from above	\$0	\$0	
6311	Office Expenses	\$0	\$0	
6312	Office or Model Apartment Rent	\$0	\$0	
6320	Management Fee	\$43,377	\$0	
6330	Site/Resident Manager(s) Salaries -- from above	\$58,281	\$0	
6331	Administrative Free Rent Unit -- from above	\$0	\$0	
6340	Legal Expense -- Project	\$1,894	\$0	
6350	Audit Expense	\$5,030	\$0	
6351	Bookkeeping Fees/Accounting Services	\$3,949	\$0	
6390	Miscellaneous Administrative Expenses	\$4,000	\$0	
6263T	<b>Total Administrative Expenses</b>	<b>\$120,102</b>	<b>\$0</b>	

Acct. No.	Expenses	Residential	Commercial	Comments
<b>Utilities Expenses: 6400</b>				
6450	Electricity	\$7,980	\$0	

Rev. 6/24/21		Year 1 Annual Income and Expenses		
6451	Water	\$30,000	\$0	
6452	Gas	\$0	\$0	
6453	Sewer	\$30,330	\$0	
	Other Utilities: (specify)	\$0	\$0	
6400T	<b>Total Utilities Expenses</b>	\$68,310	\$0	
<b>Operating and Maintenance Expenses: 6500</b>				<b>Comments</b>
6510	Payroll -- from above	\$12,047	\$0	
6515	Supplies	\$8,911	\$0	
6520	Contracts	\$0	\$0	
6521	Operating & Maintenance Free Rent Unit -- from above	\$0	\$0	
6525	Garbage and Trash Removal	\$20,089	\$0	
6530	Security Contract	\$145,000	\$0	
6531	Security Free Rent Unit -- from above	\$0	\$0	
6546	Heating/Cooling Repairs and Maintenance	\$38,129	\$0	
6548	Snow Removal	\$0	\$0	
6570	Vehicle & Maintenance Equipment Operation/Reports	\$0	\$0	
6590	Miscellaneous Operating and Maintenance Expenses	\$18,133	\$0	Grounds Maint & Painting
6500T	<b>Total Operating &amp; Maintenance Expenses</b>	\$242,309	\$0	
<b>Taxes and Insurance: 6700</b>				<b>Comments</b>
6710	Real Estate Taxes	\$0	\$0	
6711	Payroll Taxes (Project's Share) -- from above	\$4,223	\$0	
6720	Property and Liability Insurance (Hazard)	\$20,555	\$0	
6729	Other Insurance (e.g. Earthquake)	\$0	\$0	
6721	Fidelity Bond Insurance	\$0	\$0	
6722	Worker's Compensation -- from above	\$0	\$0	
6723	Health Insurance/Other Employee Benefits--from above	\$0	\$0	
6790	Miscellaneous Taxes, Licenses, Permits & Insurance	\$0	\$0	
6700T	<b>Total Taxes and Insurance</b>	\$24,778	\$0	
<b>Supportive Services Costs: 6900</b>				<b>Comments</b>
6990	Staff Supervisor(s) Salaries - from above	\$0	\$0	
6990	Services Coordinator Salaries, On-Site - from above	\$0	\$0	
6990	Other Supportive Services Staff Salaries - from above	\$0	\$0	
6990	Supportive Services Admin Overhead	\$0	\$0	
6990	Other Supportive Services Costs: (specify)	\$39,250	\$0	
6990	Other Supportive Services Costs: (specify)	\$70,000	\$0	
6900T	<b>Total Supportive Services Costs</b>	\$109,250	\$0	
<b>Total Operating Expenses</b>		<b>\$564,749</b>	<b>\$0</b>	<b>Comments</b>
<b>Funded Reserves: 7200</b>		<b>Residential</b>	<b>Commercial</b>	
7210	Required Replacement Reserve Deposits	\$34,500	\$0	
7220	Other Reserves: (specify)	\$0	\$0	
7230	Other Reserves: (specify)	\$0	\$0	
7240	Other Reserves: (specify)	\$0	\$0	
	<b>Total Reserves</b>	\$34,500	\$0	
<b>Ground Lease</b>		<b>Residential</b>	<b>Commercial</b>	
	Ground Lease	\$0	\$0	
	<b>Total Ground Lease</b>	\$0	\$0	
<b>Net Operating Income</b>		<b>\$412,962</b>	<b>\$0</b>	
<b>Financial Expenses: 6800</b>				<b>Comments</b>
6820	1st Mortgage Debt Service	\$356,481	\$0	
6830	2nd Mortgage Debt Service	\$0	\$0	
6840	3rd Mortgage Debt Service	\$0	\$0	
6890	Monitoring Fee	\$0	\$0	
6890	Miscellaneous Financial Expenses: (specify)	\$0	\$0	
6890	Miscellaneous Financial Expenses: (specify)	\$0	\$0	
6890	Miscellaneous Financial Expenses: (specify)	\$0	\$0	
6800T	<b>Total Financial Expenses</b>	\$356,481	\$0	
<b>Cash Flow</b>		<b>\$56,481</b>	<b>\$0</b>	
7190	Asset Management/Similar Fees	\$0	\$0	
<b>Total Operating Expenses Per Unit</b>		<b>Per Year</b>	<b>Per Month</b>	
Without any Adjustments		\$8,185	\$682	
With the Value of Rent-Free Units Included		\$8,185	\$682	
Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Fee Units Included		\$6,601	\$550	

HCD Reserve Requirements <i>(all reserve withdrawals will require prior HCD approval)</i>			
<b>Project Name:</b>	The Plateau	<b>Number of Project Units:</b>	69 <i>Rev. 6/24/21</i>
Replacement Reserve Calculator UMR §8309			
(a)	0.6% of new construction costs (structures excluding contractor profit, overhead, and general requirements and insurance):	\$14,272,912	\$85,637
(b)	\$500 per unit:	\$500	\$34,500
(c)	If a third-party physical needs assessment (PNA) was performed for this Project, must attach PNA: <b>PNA per unit amount:</b>		\$0
(d)	Replacement Reserve amount = <i>New construction: lesser of (a), (b) and (c) above; Rehab: lesser of (b) and (c)</i>		<b>\$34,500</b>
<b>HCD Required Replacement Reserve Amount - must be included in 'Operating' budget</b>			<b>\$34,500</b>
Operating Reserve Calculator UMR §8308			
<b>1</b>	<b>Total Operating Expenses <i>(including Property Taxes and excluding Service Coordinator salary)</i>:</b>		<b>\$564,749</b>
<b>2</b>	<b>Replacement Reserve amount (from above):</b>		<b>\$34,500</b>
<b>3</b>	<b>Mandatory Permanent Debt Service <i>(enter lender name below)</i>:</b>		
(a)	1st Mortgage Debt Service	Pacific Western Bank	\$356,481
(b)	2nd Mortgage Debt Service		\$0
(c)	3rd Mortgage Debt Service		\$0
(d)	Misc. Financial Expenses:		\$0
<b>Total Annual Mandatory Debt Service:</b>			<b>\$356,481</b>
<b>4a</b>	<b>HCD Required Operating Reserve Amount <i>(Tax Credit Project - 3 months)</i> - must be included in 'Dev Budget' for tax credit projects</b>		<b>\$238,933</b>
<b>4b</b>	<b>HCD Required Operating Reserve Amount <i>(Non-Tax Credit Project - 4 months)</i> - must be included in 'Dev Budget' if no tax credits</b>		<b>\$318,577</b>
If Reserve amounts are different than the required amount, enter reserve amounts and how they are calculated below:			



**Certifications**

State of California

On behalf of the entity identified in the signature block below, I certify that:

1. The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct.
2. I possess the legal authority to submit this application on behalf of the entity identified in the signature block.
3. The following is a complete disclosure of all identities of interest -- of all persons or entities, including affiliates, that will provide goods or services to the Project either (a) in one or more capacity or (b) that qualify as a "Related Party" to any person or entity that will provide goods or services to the project. "Related Party" is defined in Section 10302 of the California Code of Regulations (TCAC Regulations):  
 Daniel J. Johnson is a member of Johnson & Johnson Investments, LLC, AGP of Fort Bragg South Street LP. He is also the President & CFO of Danco Communities, Developer, President & CFO of Danco Builders Northwest and Danco Property Management, the intended GC and Property Manager. Daniel J. Johnson is member of Johnson & Johnson Investments, LLC, the AGP. Chris Dart is the secretary of Danco Communities, Danco Builders Northwest and Danco Property Management. No other party of entity involved in Fort Bragg South Street LP serves in more than one capacity or qualifies as a related party. The project's MGP, Community Revitalization and Development Corporation does not have any identities of interest with the aforementioned parties.
4. As of the date of application, the Project, or the real property on which the Project is proposed (Property) is not part to or the subject of any claim or action at the State or Federal appellate level.
5. I have disclosed and described below any claim or action undertaken which affects or potentially affects the feasibility of the Project.
6. The identified public owner of the facility which is responsible for the long-term operation and maintenance of the Project has approved the technical feasibility of the proposed Project.

In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

Daniel J. Johnson, Member	[Signature]	8/24/21
Printed Name and Title of Signatory	Signature	Date

**Legal Disclosure**

For purposes of the following questions, and with the exceptions noted below, the term "applicant" shall include the applicant and joint applicant, and any subsidiary of the applicant or joint applicant if the subsidiary is involved in (for example, as a guarantor) or will be benefited by the application or the Project.

In addition to each of these entities themselves, the term "applicant" shall also include the direct and indirect holders of more than ten percent (10%) of the ownership interests in the entity, as well as the officers, directors, principals and senior executives of the entity if the entity is a corporation, the general and limited partners of the entity if the entity is a partnership, and the members or managers of the entity if the entity is a limited liability company. For projects using tax-exempt bonds, it shall also include the individual who will be executing the bond purchase agreement.

The following questions must be responded to for each entity and person qualifying as an "applicant," or "joint applicant" as defined above.

**Exceptions:**

Public entity applicants without an ownership interest in the proposed project, including but not limited to cities, counties, and joint powers authorities with 100 or more members, are not required to respond to this questionnaire.

Members of the boards of directors of non-profit corporations, including officers of the boards, are also not required to respond. However, chief executive officers (Executive Directors, Chief Executive Officers, Presidents or their equivalent) must respond, as must chief financial officers (Treasurers, Chief Financial Officers, or their equivalent).

**Civil Matters**

- |   |  |
|---|--|
| 1. Has the applicant filed a bankruptcy or receivership case or had a bankruptcy or receivership action commenced against it, defaulted on a loan or been foreclosed against in <i>past ten years</i> ?   |  |
| 2. Is the applicant currently a party to, or been notified that it may become a party to, any civil litigation that may materially and adversely affect (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?   |  |
| 3. Have there been any administrative or civil settlements, decisions, or judgments against the applicant within the past ten years that materially and adversely affected (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?  |  |
| 4. Is the applicant currently subject to, or been notified that it may become subject to, any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency?                        |  |
| 5. In the past ten years, has the applicant been subject to any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency that resulted in a settlement, decision, or judgment? |  |

**Criminal Matters**

- |  |  |
|--|--|
| 6. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, felony charges against the applicant?  |  |
| 7. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, misdemeanor charges against the applicant for matters relating to the conduct of the applicant's business?       |  |
| 8. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, criminal charges (whether felony or misdemeanor) against the applicant for any financial or fraud related crime? |  |
| 9. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, that could materially affect the financial condition of the applicant's business?  |  |
| 10. Within the past ten years, has the applicant been convicted of any felony?   |  |
| 11. Within the past ten years, has the applicant been convicted of any misdemeanor related to the conduct of the applicant's business?   |  |
| 12. Within the past ten years, has the applicant been convicted of any misdemeanor for any financial or fraud related crime?   |  |

**Please provide a letter of explanation if you responded "Yes" to any of the questions above.**

Johnson & Johnson Investments, LLC	[Signature]	8/24/21
Printed Name of Applicant or Joint Applicant	Signature of Applicant or Joint Applicant	Date
Daniel J. Johnson	Member	
Printed Name of Signatory	Printed Title of Signatory	

**Verification of Environmental Review & Land Use Entitlements**

*Rev. 6/24/21*

**TO THE APPLICANT:** Submit this form to the Agency or Department of local government responsible for administration of the items listed. This form may be submitted to more than one Agency or Department, if necessary. Applicants need only submit one completed form per locality. If the NEPA Responsible Entity is not a local government, submit a copy of this form to the appropriate NEPA Responsible Entity. If an item is not required, include the reason why in the box provided.

**Applicant**

Entity Name	City of Fort Bragg	Applicant Type	City
Address	416 N Franklin Street	City	Fort Bragg
		State	CA
		Zip	95437

**Rental Project or Navigation Center**

Project Name	The Plateau	Project County	Mendocino
Address	441 South Street	City	Fort Bragg
		State	CA
		Zip	95437
Census Tract	105.00	APN	018-340-04
		Census Tract	105.00
		APN	018-340-06

**Environmental Review**

**To the Local Jurisdiction or NEPA Responsible Entity:** The Applicant named above will submit an application to the State of California, Department of Housing and Community Development, requesting funding for the project named above under the PLHA Program. Projects will be evaluated based upon readiness. Please answer the following questions:

Is this Rental Project or Navigation Center approved "by-right"? No

This form must be completed in its entirety regardless of the answer to the preceding question.

All Environmental Clearances NEPA and California Environmental Quality Act (CEQA) necessary to begin construction:	Not Required for this Project	Has a Negative Declaration been issued?	Final Date of Public Comment Period	Date(s) EIR Certified / Notice of Determination filed	Date Appeal Period Ends	Have any appeals been filed?
NEPA	Required	Yes	8/9/19	8/26/19	8/26/19	No
CEQA	Required	Yes	2/27/19	2/13/19	2/27/19	No

In the box below, explain why any items are not required and include documentation, if applicable:

**Signature Block for Environmental Review**

I certify that the information on this form is true and correct to the best of my knowledge. Date:

Printed name of party completing form:	Tabatha Miller	Signature of party completing form:	
Title of party completing form:	City Manager	Agency and/or Dept. name:	City of Fort Bragg
Agency/Dept. Address	416 N Franklin Street	City	Fort Bragg
		State	CA
		Zip	95437

<b>File Name:</b> Auth to Use Grant Funds	For National Environmental Policy Act (NEPA) only, provide a copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify current status of the issuance of HUD form.	Uploaded to HCD?	Yes
<b>File Name:</b> Environmental	Provide a copy of all environmental clearances or Notice of Exemption.	Uploaded to HCD?	Yes
<b>File Name:</b> Environmental Verify	Provide a PDF copy of this worksheet with the wet signature of the person(s) completing the Environmental Review.	Uploaded to HCD?	Yes

**Land Use Entitlements (indicate below the status of the following local approvals)**

All necessary and discretionary public land use approvals except building permits and other ministerial approvals are:	Not Required for this Project	Project is consistent with local planning documents & zoning ordinances	An Application has been submitted, accepted and deemed complete for processing.	Date Approved
General Plan Amendment:	Not Required	Yes	No	NA
Site Plan Review:	Required	Yes	Yes	2/13/19
Zoning Approval:	Not Required	Yes	No	NA
Conditional Use Permits:	Not Required	Yes	No	NA
Density Bonus:	Not Required	Yes	No	NA
Other Variances:				
Other Variances:				
Other Variances:				
Other Variances:				
Other Variances:				

In the box below, explain why any items are not required and include documentation, if applicable:

**Signature Block for Land Use Entitlements**

I certify that the information on this form is true and correct to the best of my knowledge. Date:

Printed name of party completing form:	Tabatha Miller	Signature of party completing form:	
Title of party completing form:	City Manager	Agency and/or Dept. name:	City of Fort Bragg
Agency/Dept. Address	416 N Franklin Street	City	Fort Bragg
		State	CA
		Zip	95437

<b>File Name:</b> Land Use Verify	Provide a PDF copy of this sheet with the wet signature of the person(s) completing the Land Use Entitlements section.	Uploaded to HCD?	Yes
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## **Sponsor Organizational Documents**

### **Corporations - [click here for sample resolution](#)**

Articles of Incorporation (Corp. Code §154, 200 and 202) as certified by the CA Secretary of State.

Bylaws and any amendments thereto (Corp. Code §207(b), 211 and 212)

Certificate of Amendment of Articles of Incorporation (Corp. Code §900-910 (general stock), §5810-5820 (public benefit and religious corporations), §7810-7820 (mutual benefit corporations), or §12500-12510 (general cooperative corporations)) as applicable.

Restated Articles of Incorporation (Corp. Code §901, 906, 910 (general stock), §5811, 5815, 5819 (public benefit and religious corporations), §7811, 7815 and 7819 (mutual benefit corporations) and §12501, 12506 and 12510 (general cooperative corporations)) as applicable.

Statement of Information (CA Secretary of State form SI-100 or SI-200)

Shareholder Agreements (Corp. Code §186) if applicable.

Certificate of Good Standing certified by Secretary of State.

[Any other CA Secretary of State filings applicable to revivals, conversions or mergers.](#)

### **Limited Liability Company - [click here for sample resolution](#)**

Articles of Organization (CA Secretary of State form LLC-1)

Certificate of Amendment (CA Secretary of State form LLC-2) if applicable.

Restated Articles of Organization (CA Secretary of State form LLC-10) if applicable.

Certificate of Correction (CA Secretary of State form LLC-11) if applicable.

Statement of Information (CA Secretary of State form LLC-12 or LLC-12NC)

Operating Agreement (Corp. Code §17707.02(s) and 17701.10.)

Certificate of Good Standing certified by Secretary of State.

[Any other CA Secretary of State filings applicable to revivals, conversions or mergers.](#)

### **Limited Partnership - [click here for sample resolution](#)**

Certificate of Limited Partnership (CA Secretary of State form LP-1)

Amendment to Certificate of Limited Partnership (CA Secretary of State form LP-2) if applicable.

Certificate of Correction (CA Secretary of State form LP-2) if applicable.

Limited Partnership Agreement (CA Corp. Code §15901.02(x) and 15901.10)

Certificate of Good Standing certified by Secretary of State.

[Any other CA Secretary of State filings applicable to revivals, conversions or mergers.](#)

Selection Criteria §403(a)					Rev. 6/24/21	
100 Points Max (points in blue shaded cells)				Total Score	90	
(1) Priority - 25 Points Max					25	
(A) Population: Is the Applicant a county that has a population of 200,000 or less within the unincorporated areas of the county? - 5 points				Yes	5	
(B) Prior Award: Did the Applicant receive an award based on the formula specified in 42 USC, Section 5306 in 2016? 5 points				No	5	
(C)(i) Assistance for Homeless Persons through Program Activities: Application will assist persons experiencing or At risk of homelessness, including but not limited to, through programs providing rapid rehousing, or rental assistance, or operating assistance to navigation centers? - 15 points; OR				No	0	
(C)(ii) Assistance for Homeless Persons through Development of Navigation Centers: Application is for construction of a navigation center(s)? - 15 points; OR				No	0	
(C)(ii) Assistance for Homeless Persons through Rental Projects: Application is for the new construction, rehabilitation, or preservation of permanent or transitional rental housing in which all or at least 10% of the units are restricted to occupancy by tenants who are homeless or At risk of homelessness? - 15 points				Yes	15	
(2) Evaluation Criteria - 75 Points Max					35	
(A) Community Need: Select the rate (percentage) of households experiencing the most severe housing need according to the most recent HUD CHAS dataset in the Applicant Local Government - 30 points max				0.33	20	
(B) Applicant Administrative Experience: (i) Applicants with prior experience in the past five years from the NOFA date administering local, state or federal affordable housing or community development programs or who have entered into a contract with an entity with prior experience in the past five years from the NOFA date in the implementation of local, state, or federal affordable housing or community development programs - 15 points max					15	
<b>NOTE: Data must be entered in all fields to earn points.</b>						
Name of Affordable Housing or Community Development Program	Program Type	Program Description	Who Administers the Program	If Contracted with an Entity, enter Entity Name	Date Completed	
1	X	Local	X	Applicant	X	1/1/19
2	X	Local	X	Applicant	X	1/2/19
3	X	Local	X	Applicant	X	1/3/19
4	X	Local	X	Applicant	X	1/4/19
5	X	Local	X	Applicant	X	1/5/19
6	X	Local	X	Applicant	X	1/6/19
7	X	Local	X	Applicant	X	1/7/19
8	X	Local	X	Applicant	X	1/8/19
9	X	Local	X	Applicant	X	1/9/19
10						
11						
12						
(C) Demonstrated Capacity: 30 points max <b>NOTE: Data must be entered in all fields below to earn points.</b>					30	
(i)(a) Sponsor experience in affordable housing development and ownership in the past five years from the NOFA date - 30 points max; OR					30	
Name of Affordable Rental Housing Development	Project Address and City	Currently owned by the Co-Applicant	Had comprehensive development responsibilities	Project Units	Date Completed	
1	Phyllis Rex Townhomes	65 Vance Ave, Samoa, CA 95555	Yes	Yes	80	5/29/21
2	Bayview Heights	108 4th St, Eureka, CA 95501	Yes	Yes	51	4/30/20
3	River Bluff Cottages	355 Center St, Rio Dell, CA 95562	Yes	Yes	26	1/30/20
4	Creamery Row	977 8th St, Arcata, CA 95521	Yes	Yes	18	12/28/18
5	Inn at Temescal	3720 Telegraph Ave, Oakland, CA	Yes	Yes	22	3/1/21
6	Lodge at Eureka	428 8th St, Eureka, CA 95501	Yes	Yes	50	1/30/17
7						
8						
File Name:	RHD Comp1, RHD Comp2, RHD Comp3, etc...	Document with Notice of Completion, Placed in Service, Certificate of Occupancy or equivalent.		Uploaded to HCD?		
(i)(b) Navigation center development and ownership experience of Applicant or Co-Applicant (for development and operation of these facilities) in the past five years from the NOFA date - 30 points max; OR					0	
Name of Navigation Center	Project Address and City	Currently operated by the Applicant or Co-Applicant	Had comprehensive development responsibilities	Project Beds	Date Completed	
1						
2						



Selection Criteria §403(a)					Rev. 6/24/21
3					
4					
5					
<b>File Name:</b>	<b>NC1, NC2, NC3</b>	Narrative description of Development/Operating Experience to document experience for each project listed above.		Uploaded to HCD?	N/A
<b>File Name:</b>	<b>NC Comp1, NC Comp2, NC Comp3, etc...</b>	Document with Notice of Completion, Placed in Service, Certificate of Occupancy or equivalent.		Uploaded to HCD?	N/A
<b>(i)(c) Program Operator experience (for non-development Activities) in the past five years from the NOFA date - 30 points max</b>					0
	<b>Name and Description of Program that Applicant or Co-Applicant has Operated</b>	<b>Program Address and City</b>	<b>Total Program Funding Amount</b>		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
<b>File Name:</b>	<b>Operator1, Operator2, Operator3, etc.</b>	Narrative description of Program Operating Experience to document experience for each program listed above.		Uploaded to HCD?	N/A

**Application Development Team (ADT) Support Form**

*Rev. 6/24/21*

For application related issues/questions only complete the "yellow" cells in the form below and email a copy to: [AppSupport@hcd.ca.gov](mailto:AppSupport@hcd.ca.gov). A member of the Application Development Team will respond to your request ASAP.

Full Name:		Date Requested:		Application Version Date:	
Organization:		Email:		Contact Phone:	

Justification:

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

August 27, 2021

Fort Bragg City Council  
416 N Franklin Street  
Fort Bragg, CA 95467

RE: PLHA Application - 2021

Dear City Council:

Please let this letter confirm that the funds requested to be made available to the project by bringing in additional construction funding from the PLHA application will remain in the Plateau project. If we are awarded PLHA funds for construction an operating reserve will be funded with tax credit equity to fund the supportive and security services needed at the project.

Please contact us with any questions.

Best,

McKenzie Dibble  
Project Manager  
Danco Communities  
[mdibble@danco-group.com](mailto:mdibble@danco-group.com)  
(707) 672-4002



# City of Fort Bragg

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

## Text File

File Number: 21-441

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**Agenda Date:** 8/30/2021

**Version:** 1

**Status:** Consent Agenda

**In Control:** Special City Council

**File Type:** Minutes

**Agenda Number:** 2H.

Approve Minutes of August 9, 2021



# City of Fort Bragg

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

## Meeting Minutes City Council

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

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Monday, August 9, 2021

6:00 PM

Town Hall, 363 N. Main Street

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### CALL TO ORDER

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

### PLEDGE OF ALLEGIANCE

### ROLL CALL

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

### AGENDA REVIEW

#### **1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS**

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

Mayor Norvell read and presented a Proclamation recognizing National Health Center Week to Mendocino Coast Clinics executive director Lucresha Renteria. Ms. Renteria gave a brief presentation to City Council on the accomplishments of the Mendocino Coast Clinics over the years and a recap of their present programs and staff.

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

- (1) Annemarie Weibel spoke about public comments. Jay McMartin Rosenquist said public comments should alternate between in-person and Zoom attendees and commented on the City's receivership of a Whipple Street property.
- (2) Shelley Coben commented on mask mandates.
- (3) None.

#### **3. STAFF COMMENTS**

City Manager Miller reported on the Mendocino County mask mandate, National Night Out, a mutual aid request to send local officers to the Dixie fire to assist with traffic control, and the upcoming special recall election. A Blue Economy symposium will be held October 8-9. Miller requested that \$5,000 of the Councilmember budget be used for the symposium, to which the Council agreed. She asked that Council choose a date certain for the continuation of the

public hearing on the Sunshine Holistic appeal (Item 7A) and provided some possible dates. Council consensus was September 1, 2021 at 6:00 PM. City Manager Miller reported that three proposals were received in response to the joint City/County Request for Proposals on a solid waste franchise agreement. She noted that photos from the winners of the Visit Fort Bragg photo contest are now hanging in Town Hall windows and in Central Business District kiosks. Public Works Director John Smith provided a water flow update and gave a status report on current Public Works projects.

#### **4. MATTERS FROM COUNCILMEMBERS**

Councilmember Albin-Smith announced an event marking 101 years since women earned the right to vote. Councilmember Peters reported that Sonoma Clean Power is purchasing software with the ability to add specs for climate change, sea level rise, wildfires, and other variables to determine how they affect the ability to have renewable energy for a power source. Vice Mayor Morsell-Haye spoke about the Central Business District outreach program, September 11 at 8AM at Town Hall, to give downtown business owners a chance to have a conversation and ask questions. She noted that the Citizens Commission received over 1,250 online responses and 300 physical responses to the community questionnaire regarding possible name change for the City of Fort Bragg. Mayor Norvell reported on the recent National Night Out event and how the Homeward Bound program had helped a person suffering from homelessness get back to his family in Utah.

#### **5. CONSENT CALENDAR**

Councilmember Peters requested that Items 5C and 5G be removed from the Consent Calendar so he could recuse himself, citing a potential conflict of interest because of his wife's employment at the City. Mayor Norvell removed Item 5F so he could read the letter aloud.

#### **Approval of the Consent Calendar**

**A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, to approve the Consent Calendar with the exception of Items 5C, 5G and 5F. The motion carried by the following vote:**

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

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

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4425-2021

- 5B.** [21-428](#) Adopt City Council Resolution Approving 2021-2024 Memorandum of Understanding with the Fort Bragg Police Association and Authorizing City Manager to Execute Same

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4426-2021

- 5D.** [21-415](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4427-2021

- 5E.** [21-417](#) Adopt City Council Resolution Approving the Temporary Water Sharing Agreement Between the City of Fort Bragg and the Fort Bragg Unified School District

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4428-2021

- 5H.** [21-397](#) Receive and File Minutes of the Public Safety Committee Meeting of June 16, 2021

**These Committee Minutes were received and filed on the Consent Calendar.**

- 5I.** [21-396](#) Receive and File Minutes of Community Development Committee Meeting of June 22, 2021

**These Committee Minutes were received and filed on the Consent Calendar.**

- 5J.** [21-395](#) Approve Minutes of Special Closed Session of July 22, 2021

**These Minutes were approved on the Consent Calendar.**

- 5K.** [21-416](#) Approve Minutes of Special Closed Session of July 26, 2021

**These Minutes were approved on the Consent Calendar.**

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

**These Minutes were approved on the Consent Calendar.**

### **ITEMS REMOVED FROM CONSENT CALENDAR**

- 5C.** [21-398](#) Approve Scope of Work for a Classification and Compensation Study

**Councilmember Peters recused himself from voting on this item due to a conflict of interest.**

**Public Comment:** None.

**A motion was made by Vice Mayor Morsell-Haye, seconded by Councilmember Rafanan, that this Scope of Work be approved. The motion carried by the following vote:**

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

**Recuse:** 1 - Councilmember Peters

**5F.** [21-420](#) Approve Letter to Property Owners and Businesses located in the Central Business District

Mayor Norvell read aloud the letter to property owners and businesses located in the Central Business District.

Public Comment was received from Shelley Coben and Jay McMartin.

**A motion was made by Mayor Norvell, seconded by Councilmember Peters, that this Council Letter be approved. The motion carried by the following vote:**

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

**5G.** [21-422](#) Adopt City Council Resolution Approving Budget Amendment 2022-04 Amending the Fiscal Year 2021-22 Budget

**Councilmember Peters recused himself from voting on this item due to a conflict of interest.**

Public Comment: None.

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

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

**Recuse:** 1 - Councilmember Peters

Enactment No: RES 4429-2021

## **6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS**

None.

## **7. PUBLIC HEARING**

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

**Vice Mayor Morsell-Haye recused herself from this item, stating that she is a business owner within 500 feet of the subject property, and left the Council chamber at 7:01 PM.**

**Mayor Norvell opened the public hearing at 7:01 PM and continued the public hearing to September 1, 2021 at 6:00 PM or as soon thereafter as the matter can be heard.**

**Vice Mayor Morsell-Haye returned to the meeting at 7:02 PM.**



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

**Mayor Norvell opened the public hearing at 7:02 PM.**

City Manager Miller presented the staff report on this agenda item.

Public Comment was received from Shelley Coben and Jay McMartin Rosenquist.

**Mayor Norvell closed the public hearing at 7:28 PM.**

After a brief discussion, Council consensus was to move forward with a Stage 3 Water emergency.

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

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

Enactment No: RES 4430-2021

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

**Mayor Norvell opened the public hearing at 7:33 PM.**

Assistant Director of Engineering O'Neal summarized the staff report on this agenda item and responded to questions from Council.

Public Comment was received from Jacob Patterson.

**Mayor Norvell closed the public hearing at 7:45 PM.**

Discussion: Following deliberations on this matter, Council agreed to direct staff to accept the request for water connection at 19981 Minnesota Avenue and to reach out to neighboring property owners not currently served by City water in Zone 5 to see if they are also interested in connecting to the City's water system.

**A motion was made by Councilmember Peters, seconded by Vice Mayor Morsell-Haye, that the request to connect City water to 19981 Minnesota Avenue be approved. The motion carried by the following vote:**

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

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

**Mayor Norvell recessed the meeting at 7:55 PM; the meeting reconvened at 8:09 PM.**

**Mayor Norvell opened the public hearing at 8:10 PM.**

City Manager Miller presented the staff report on this agenda item.

Public Comment was received from Annemarie Weibel and Jacob Patterson.

**Mayor Norvell closed the public hearing at 8:29 PM.**

**A motion was made by Vice Mayor Morsell-Haye, seconded by Councilmember Albin-Smith, that this Ordinance be introduced by title only, waiving the first reading of the text. The motion carried by the following vote:**

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

**8. CONDUCT OF BUSINESS**

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

Public Works Director Smith gave the staff report for this item.

Public Comment: None.

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

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

Enactment No: RES 4431-2021

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

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

Public Comment was received from Jacob Patterson.

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

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

Enactment No: RES ID 453-2021

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

2021-22 Budget for Water Emergency Equipment Purchase

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

Public Comment: None.

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

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

Enactment No: RES 4432-2021

**9. CLOSED SESSION**

**Mayor Norvell recessed the meeting at 8:43 PM. The meeting reconvened to Closed Session at 8:45 PM.**

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

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

**Mayor Norvell reconvened the meeting to Open Session at 9:25 PM and reported that no reportable action was taken on the Closed Session items.**

**ADJOURNMENT**

**Mayor Norvell adjourned the meeting at 9:25 PM.**

\_\_\_\_\_  
BERNIE NORVELL, MAYOR

\_\_\_\_\_  
June Lemos, CMC, City Clerk

IMAGED (\_\_\_\_\_)



# City of Fort Bragg

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

## Text File

File Number: 21-457

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**Agenda Date:** 8/30/2021

**Version:** 1

**Status:** Consent Agenda

**In Control:** Special City Council

**File Type:** Minutes

**Agenda Number:** 2I.

Approve Minutes of Special Meeting of August 23, 2021



# City of Fort Bragg

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

## Meeting Minutes Special City Council

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

---

Monday, August 23, 2021

6:00 PM

Via Video Conference

---

### Special Meeting

#### CALL TO ORDER

Mayor Norvell called the meeting to order at 6:00 PM, all Councilmembers appearing via video conference.

#### ROLL CALL

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

**Absent:** 1 - Councilmember Marcia Rafanan

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

(1) None. (2) None. (3) Jacob Patterson said that closed session Item 3A did not list the name of the claimant or describe the anticipated litigation, so he could not comment on it.

#### **2. CONSENT CALENDAR**

**2A. [21-453](#)** Adopt City Council Resolution Supporting the Efforts of the Mendocino County Drought Ad Hoc Committee and the Countywide Drought Task Force to Provide Additional Water Supply to the Mendocino Coast

**This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4433-2021

#### **3. CLOSED SESSION**

**Mayor Norvell recessed the meeting at 6:10 PM; the meeting reconvened to Closed Session at 6:11 PM.**

**3A. [21-454](#)** CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION: Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: One (1) Case.

**Mayor Norvell reconvened the meeting to Open Session at 6:41 PM and reported that no reportable action was taken on the Closed Session item.**

#### ADJOURNMENT

Mayor Norvell adjourned the meeting at 6:41 PM.

\_\_\_\_\_  
BERNIE NORVELL, MAYOR

\_\_\_\_\_  
June Lemos, CMC, City Clerk

IMAGED (\_\_\_\_\_)



# City of Fort Bragg

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

## Text File

File Number: 21-452

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**Agenda Date:** 8/30/2021

**Version:** 1

**Status:** Business

**In Control:** Special City Council

**File Type:** ID Resolution

**Agenda Number:** 3A.

Receive Report and Consider Adoption of Municipal Improvement District Resolution Approving Budget Amendment 2022-06 Amending Fiscal Year 2021-22 Budget for Additional Shipping Costs of the Wastewater Treatment Plant's Biosolids Dryer



AGENCY: Municipal Improvement Dist.  
MEETING DATE: August 30, 2021  
DEPARTMENT: Public Works  
PRESENTED BY: J. Smith  
EMAIL ADDRESS: [Jsmith@fortbragg.com](mailto:Jsmith@fortbragg.com)

## AGENDA ITEM SUMMARY

**TITLE:**

**Receive Report and Consider Adoption of Municipal Improvement District Resolution Approving Budget Amendment 2022-06 Amending Fiscal Year 2021-22 Budget for Additional Shipping Costs of the Water Treatment Plant's Biosolids Dryer**

**ISSUE:**

During the regular Council meeting of May 24, 2021, the Municipal Improvement District and Fort Bragg City Council approved Budget Amendment 2021-11 for the additional funding necessary for the excluded tax and shipping costs for the approved purchase of the biosolids dryer for the Wastewater Treatment Facility (WWTF). However, additional funding is necessary to procure timely shipping due to the unanticipated increase in shipping costs related to the effects of the worldwide pandemic. Council approved a resolution in mid-June 2021 for the approval of an application for USDA funding assistance. Unfortunately, the funds were not awarded. The additional shipping costs are \$53,615 and certain adjustments are necessary to the FY 2021-22 budget. There are sufficient funds to fund the allocations from the transfer from Wastewater Capital Reserve Fund 715.

**ANALYSIS:**

The upgraded WWTF is generating more solids than anticipated, producing dewatered biosolids that are stored on our new drying beds to further increase the percent of solids concentration through evaporation to reduce disposal costs. The drying process takes approximately 30 days and is causing a strong odor that has significantly affected Coastal Trail users and the surrounding area residents and businesses.

Looking at alternatives to assist with the effects of odor during the natural drying process and to reduce the production of biosolids, staff ordered a biosolids dryer earlier this year. This unit runs at a low temperature to pull the moisture from the solids in the current treatment system that is anticipated to reduce biosolid production by producing approximately 2.3 tons of dried solids in a 24-hour period. This new line of dehumidification heat pump sludge dryers is the most advanced sludge drying machine in the world. This process has broken through difficulties and high costs associated with traditional natural drying or gas drying equipment. This high tech drying system has a small footprint, effectively treats sludge, requires no odor control equipment and does not require a fossil fuel emissions permit.

**RECOMMENDED ACTION:**

Adopt Resolution approving Budget Amendment 2022-06 to provide funds for the additional shipping cost of the Biosolids Dryer to ensure a timely delivery.

**ALTERNATIVE ACTION(S):**

1. Do not adopt Resolution.



2. Provide alternative direction to staff.

**FISCAL IMPACT:**

The annual budget for biosolids has increased greatly with the completion of the new treatment facility. This amount is available in the Wastewater Enterprise Fund, account 715.

**GREENHOUSE GAS EMISSIONS IMPACT:**

This equipment does not require a fossil fuel emissions permit.

**CONSISTENCY:**

N/A

**IMPLEMENTATION/TIMEFRAMES:**

Equipment shipping and delivery is anticipated for October 2021.

**ATTACHMENTS:**

1. Resolution approving Budget Amendment 2022-06
2. Exhibit A – Budget Amendment
3. Biosolids Treatment System Equipment Proposal

**NOTIFICATION:**

N/A

**RESOLUTION NO. ID \_\_-2021**

**RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT APPROVING BUDGET AMENDMENT 2022-06 AMENDING FISCAL YEAR 2021-22 BUDGET FOR BUDGET ADJUSTMENTS**

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

**WHEREAS**, the City Manager continues to review and revise the budget; and

**WHEREAS**, the City Manager has identified updated revenue projections, additional expenditure adjustments and corrections to the FY 2021-22 budget as adopted by the City Council on June 14, 2021; and

**WHEREAS**, those adjustments are identified in Exhibit A attached hereto; and

**WHEREAS**, the Services are funded by the CIP - Wastewater Capital Reserve Fund 715 for the Purchase of the Biosolids Dryer, with appropriations made by Budget Amendment 2022-06, to Account No. 716-7001-0731; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby approve Budget Amendment 2022-06 amending the previously adopted FY 2021-22 Budget to incorporate the changes enumerated in Exhibit A.

The above and foregoing Resolution was introduced by District Board Member \_\_\_\_\_, seconded by District Board Member \_\_\_\_\_, and passed and adopted at a special meeting of the District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 30th day of August 2021, by the following vote

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

---

**BERNIE NORVELL**  
Chair

**ATTEST:**

---

**June Lemos, CMC**  
**District Clerk**

**BUDGET AMENDMENT**

**Exhibit A**

**Budget Adjustment #: 2022-06**

**Budget FY: FY 2021/22**

<b>Account Description</b>	<b>Account #</b>			<b>FY 20/21 Current Budget</b>	<b>Increase (+) Budget Amt</b>	<b>Decrease (-) Budget Amt</b>	<b>Revised Total Budget Amt</b>
<b>Expenditures</b>							
Machinery and Equipment - WWTP Equipment	716	7001	0731	\$ -	\$ 53,615		\$ 53,615
<b>Total Expenditures</b>				\$ -	\$ 53,615	\$ -	\$ 53,615
<b>Revenue</b>							
<b>Total Revenue</b>				\$ -	\$ -	\$ -	\$ -

**Reason for Amendment:** RESOLUTION # : XXXX-2021

<b>Authorization:</b>	<b>Signature:</b>	<b>Date:</b>
Requested By: <u>Sandy Arellano</u>	<u>Sandy Arellano</u>	<u>08/19/21</u>
Approval: <u>Isaac Whippy</u>	_____	_____
Finance Use: _____	_____	_____

*Attach copies of Resolution or other documentation*

## Sludge Treatment System Proposal

Project Entity	Fort Bragg
Project Description	Domestic Wastewater Sludge Drying
Project System	Low Temp Dehumidification Solids Treatment System
System Sludge Inlet	28,600 Gallons a day at 1.5% solids dewatered to 15% solids.
System Outlet Sludge	Approximately 2.3 Tons of dried solids per 24 hour day.
Project Designer	USA Sludge
Date	12/28/2020



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## Content

[Background.....](#) 3

[Dryer Overview .....](#) 4

[Dryer Heat Pump Overview .....](#) 5

[System Specifications.....](#) 6

[Operating Cost/Unit Cost.....](#) 7

[Pictures of Unit .....](#) 8-12

[Installation.....](#) 13

USA Sludge is a High-Tech Enterprise devoted to dehumidification heat pump sludge drying.

This new line of dehumidification heat pump sludge dryers are the most advance sludge drying machines in the world.

USA Sludge has broken through the difficulties and the high costs associated with traditional gas drying equipment by implementation of a fin-type regenerative cycle with advance slitting, combined with double and triple effect heat pump cycling which dramatically lowers the cost of sludge drying by reusing the heat that would normally be discarded in a traditional sludge drying system.

This high-tech drying system has a small foot print, effectively treats many different kinds of sludge, requires no odor control equipment and doesn't require an fossil fuel emissions permit.



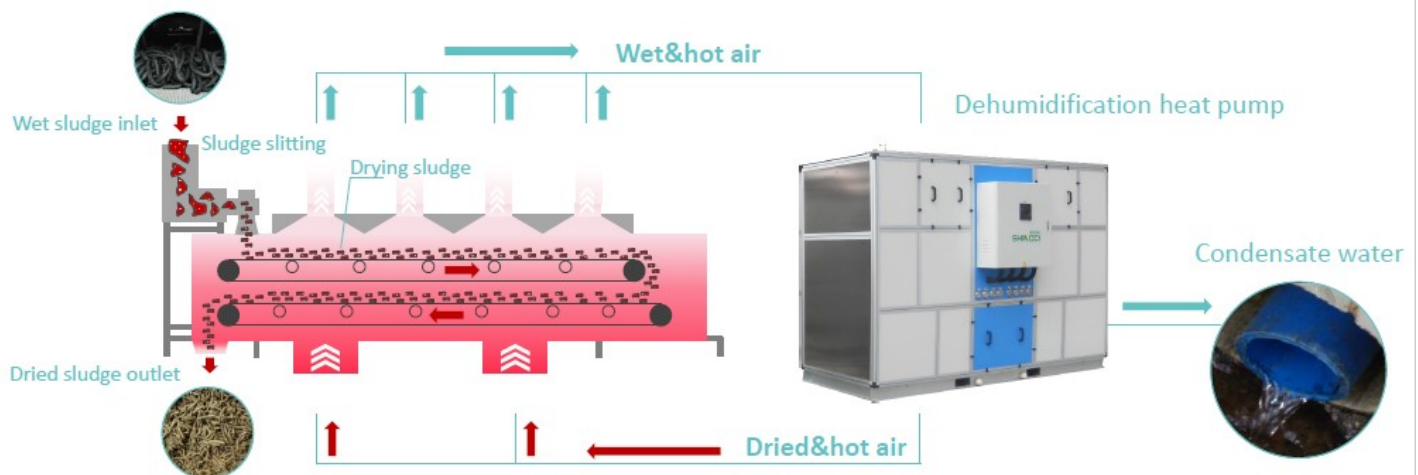
## Dryer Overview

Below is a schematic of the USA Sludge Dryer. The dehumidification heat pump dries the wet sludge to dried Class A Fertilizer. The hot air and the condensate water are captured within the system.

There are no odor issues when using this closed cabinet drying system. The heat transferred from the compressor and fan motor is dissipated using a fan coil unit. The condensate water is captured and can be reused or recycled to the headworks of the treatment facility.

The dehumidification heat pump used in the proposed USA Sludge dryer utilizes the refrigeration principal to cool and dehumidify hot wet air. Through the heat pump principal, the heat pump recycles the latent heat released from steam congealing to water liquid. A dehumidification heat pump is equal to the dehumidification process (moisture removal or moisture dehumidifying) plus a heat pump process (energy recycling). A dehumidification heat pump can internally collect all the latent heat and sensible heat during air exhaust, bringing no waste heat to the outside.

The evaporation of sludge moisture absorbs latent heat; and the condensation of the generated vapor on the heat pump cycle releases latent heat. The evaporation process absorbs the same quantity of latent heat that the condensation process produces, according to the laws of thermodynamics and the law of conservation of energy. As a result, the drying process does not require additional heat capacity, resulting in the reduction of energy costs. The energy consumed during the process is only the electricity needed to operate the compressors and the air handlers.

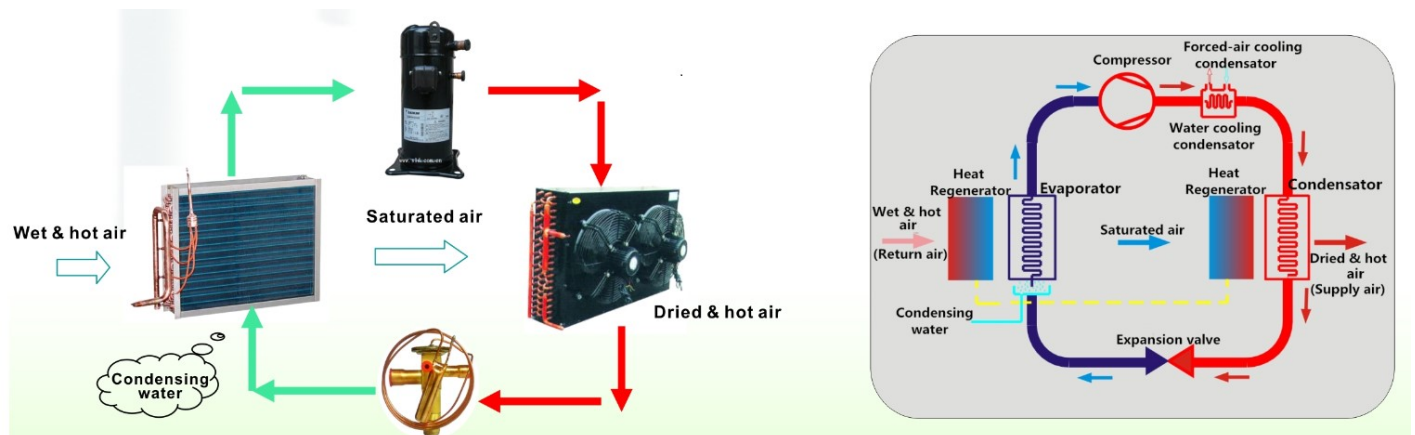




Material used in construction is anti-corrosive 304 stainless steel while the heat exchanger surface is specifically electroplated with an anti-corrosion material which extends the service life. The service life of the dryer is 20 years since there's no mechanical wear and tear during operation.

Triple effect and quadruple effect patented dehumidification technology can effectively maintain the air humidity lower than 10% which enables high drying efficiency and saves electrical consumption. The Independent layered blower system can satisfy the requirement of high-speed dehydration which shortens the period of low temperature drying. Modularized structure design enables high regulating capacity and easy installation. Conveyance motors and outlet conveyor have a frequency converter and infinitely variable speed enables regulated dried sludge moisture of between 10 and 50%

This heat pump system is designed to recycle the heat and reuse it in a closed cabinet dryer. One kilowatt hour is capable of drying 4 kg of H<sub>2</sub>O. With a quadruple affect heat pump, electricity consumption of the dryer for 1 metric ton of sludge from 80% moisture to 10% moisture is 180 kilowatt hours . Electricity consumption of drying one metric ton of sludge from 80% moisture to 60% moisture is 118 kilowatt hours



## Product Specification

Model USA TSD 400E Sludge Drying System

Model	USA TSD 400E
Dehumidification Capacity Kg/Hr	400
Max Dehumidification Capacity T/24	9.6
Electric Consumed	104 kWh
Length	36feet (Required 46ft) Does Not included Conveyor
Width	8.5 feet (Required 20ft) Does Not include Conveyor
Height	9.1 feet (Required 16ft)
Weight (Full)	24,000 lbs.
Dehumidification Heat Pump Module	2 sets
Number of Compressors	16
Cooling Method	Forced Air
Refrigerant	R-134a
Power Supply	480 Volt 3PH 60Hz
Drying Temperature	118 - 132F (Recycle Air) / 148 - 176F (Supply Air)
Control System	Touch Screen + PLC Programmable Control System
Outlet Sludge	75% Solids

---

## Operating Cost Heat Pump

Electrical consumption to dry to 75% solids

Energy consumption of low temperature heat pump drying system  
(dry from 15% to 75% solids)

1. Per hour electricity consumption: 104 kWhs
2. Daily electricity consumption: 2496 kWhs

---

## Water

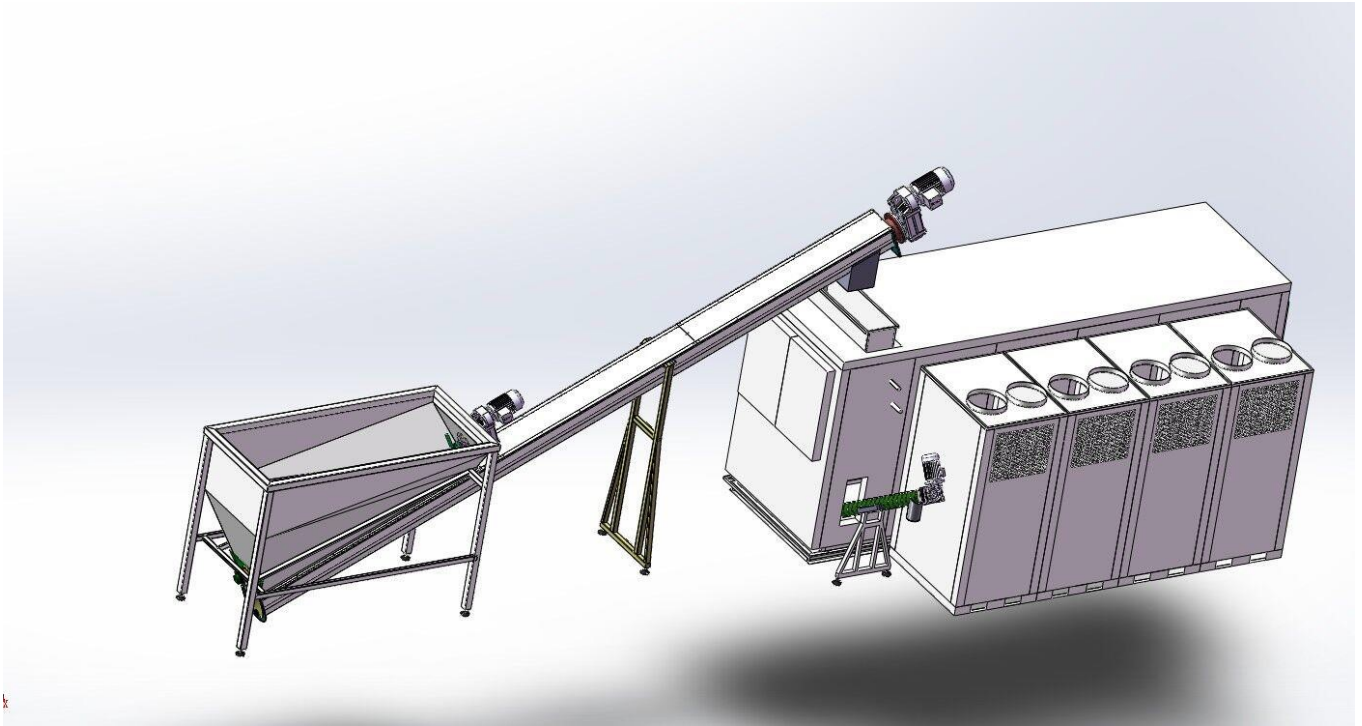
System will condensate 105 gallons of water an hour or 2,520 Gallons a day.

## Labor

The machine can operate unattended but pellet storage needs to be managed and the machine should be checked every hour. Filters need to be cleaned once a week and replaced every 90 days. Condensing coils need to be cleaned every 6 months and overall inspection once a year. Slitter combs need to be replaced once a year.

System Cost Heat Pump Dryer	\$499,800.
Inlet Conveyor 304 SS	\$40,000.
<b>Total Project Cost</b>	<b>\$539,800.</b>

## Feed Hopper Inlet Conveyor



Belt Conveyor Pulled from Container



Second Forklift placed underneath Belt Conveyor



Truck drives away and Belt Conveyor transferred to forklift



Heat Pump Unit removed from Container



Belt Conveyor placed in Building





Compressors



Evaporators



Belt Section

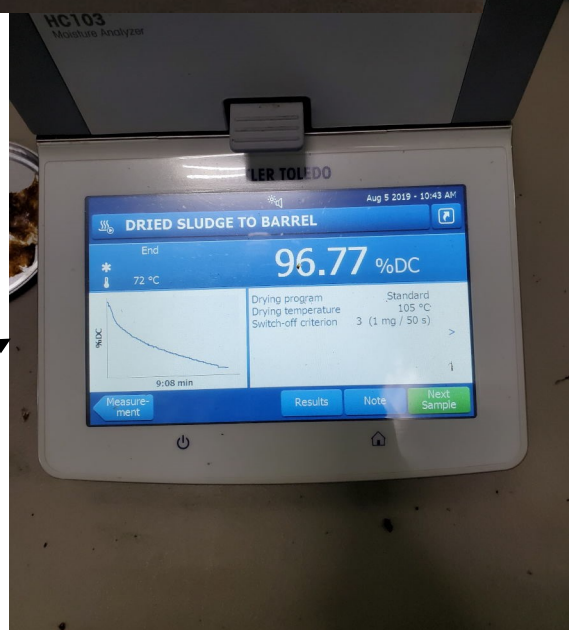


## Touch Screen



Sludge From  
Centrifuge

Sludge After  
Drying





## **Delivery:**

The unit will take 140 days from date of order to be delivered to your facility...Hopefully earlier.

## **Warranty:**

5-year guarantee. USA Sludge Guarantee's Class A quality dried biosolids per the EPA 503 standards provided the sludge does not have "forever chemicals in the sludge.

## **Installation:**

USA Sludge will have one engineer to help commission the unit. Commissioning will last no longer than 30 days. A Rigging company must be supplied to help install the unit.

### Connections:

Plumbing connects 1" from the machine need to be completed by outside plumbing contractor.

Electrical connects to the machine need to be performed by outside electrical contractor.  
A 200 Amp 480 3 Phase Disconnect.

A slab will need to be poured for the unit.



# City of Fort Bragg

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

## Text File

File Number: 21-456

---

**Agenda Date:** 8/30/2021

**Version:** 1

**Status:** Business

**In Control:** Special City Council

**File Type:** Resolution

**Agenda Number:** 3B.

Receive Report and Consider Adoption of City Council Resolution Ratifying and Authorizing the City Manager to Execute Purchase Order/Purchase Agreement for the Purchase of Groundwater Treatment Equipment and Spare Parts for the Desalination Pretreatment Filtration System, Amount Not to Exceed \$154,624, Budget Amendment No. 2022-07 (Account No. 651-6130-0731)



AGENCY: City Council  
MEETING DATE: August 30, 2021  
DEPARTMENT: Public Works  
PRESENTED BY: J. Smith  
EMAIL ADDRESS: [Jsmith@fortbragg.com](mailto:Jsmith@fortbragg.com)

## AGENDA ITEM SUMMARY

### **TITLE:**

**Receive Report and Consider Adoption of City Council Resolution Authorizing the City Manager to Execute Purchase Order/Purchase Agreement for the Purchase of Groundwater Treatment Equipment and Spare Parts for the Desalination Pretreatment Filtration System, Amount Not to Exceed \$154,624, Budget Amendment No. 2022-07 (Account No. 651-6130-0731)**

### **ISSUE:**

The flow in the Noyo River, which is our primary water source in summer/fall months, is at levels well below 1977, which was our worst drought on record. Staff has been working with the State Water Resources Control Board, Cal OES, Department of Drinking Water and other state agencies for several months planning for alternative sources including use of a portable desalination plant and a shallow groundwater treatment system to supplement our surface water sources.

### **ANALYSIS:**

At its June 14, 2021 meeting, the City Council approved funds to answer shortcomings of the water supply from the City's water sources during this drought. Staff reviewed a number of potential supplemental water sources that might provide relief to our potential low flow situation. Desalination was found to provide the greatest volume of water but had the longest equipment lead time, requiring an expedited procurement process. In a not so distant second was the option of shallow groundwater. The Fort Bragg Unified School District owns and operates a shallow irrigation well at the Redwood Elementary School. This source requires a complete treatment system due to the depth of the well. The shallowness of this well requires treatment equal to that of our surface water treatment plant. With product lead times for equipment continuing to be the greatest challenge, putting together a treatment system that satisfies the Division of Drinking Water, has been difficult to say the least. The proposed groundwater treatment package and spare parts for the desalination pretreatment system are all expected to be on site in 4-5 weeks.

### **RECOMMENDED ACTION:**

Adopt Resolution authorizing the City Manager to execute the purchase orders and purchase agreements to purchase the equipment.

### **ALTERNATIVE ACTION(S):**

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

**FISCAL IMPACT:**

The purchase of the described equipment may provide necessary water supply to reduce economic impact and provide necessary fire flows.

**GREENHOUSE GAS EMISSIONS IMPACT:**

Minimal impact is expected.

**CONSISTENCY:**

N/A

**IMPLEMENTATION/TIMEFRAMES:**

Complete required documents after Council approval.

**ATTACHMENTS:**

1. Resolution
2. Budget Amendment Exhibit A
3. Desalination Spare Parts Proposal
4. Redwood Well Treatment System Proposal

**NOTIFICATION:**

N/A.

## RESOLUTION NO. -2021

### RESOLUTION OF THE FORT BRAGG CITY COUNCIL RATIFYING AND AUTHORIZING THE CITY MANAGER'S EXECUTION OF PURCHASE ORDER/PURCHASE AGREEMENT FOR GROUNDWATER TREATMENT EQUIPMENT AND SPARE PARTS FOR THE DESALINATION PRETREATMENT FILTRATION SYSTEM, AMOUNT NOT TO EXCEED \$154,624 BUDGET AMENDMENT No. 2022-07(Account No. 651-6130-0731)

**WHEREAS**, the City of Fort Bragg has experienced significantly less rainfall over the past two years placing the City in an extreme drought condition; and

**WHEREAS**, the water flows from the City's three raw water sources continue on a downward trend; and

**WHEREAS**, the high tides during periods of low flow levels on the Noyo River, the City's primary surface water source during summer/fall months, increases salinity content impairing the City's ability to replenish water supply from the Noyo River; and

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

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

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

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

**WHEREAS**, on August 9, 2021, after a properly noticed public hearing, the City Council declared a Stage 3 Water Emergency and implemented Stage 3 Water Conservation Restrictions for the Fort Bragg Water System; and

**WHEREAS**, on September 13, 2021 after a properly noticed public hearing, the City Council will be asked to consider declaring a Stage 4 Water Crisis and implementing Stage 4 Water Conservation Restrictions for the Fort Bragg Water System if water supply has deteriorated to a level appropriate for such action; and

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

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

**WHEREAS**, current drought conditions have the potential to cause harm to the health, safety and welfare of the residents, visitors and businesses who depend on the City's Water System as their sole and primary source of water used for consumption, health and sanitation; and

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

**WHEREAS**, the District approved a revised Temporary Water Sharing Agreement on August 25, 2021; and

**WHEREAS**, use of the water from the District's Well requires groundwater treatment as recommended and approved by the Division of Drinking Water; and

**WHEREAS**, staff provided a list of filtration equipment to the Division of Drinking Water for their review and approval; and

**WHEREAS**, Ryan Process submitted the lowest and most comprehensive bid from Aqua Clear Water Treatment Specialists for the groundwater treatment system; and

**WHEREAS**, staff has been informed that the Groundwater Treatment Equipment is expected to require four to five weeks to complete the order for, ship and receive the system; and

**WHEREAS**, every day of the water emergency without additional water supply available presents a risk the health, safety and welfare of the residents, visitors and businesses who depend on the City's Water System as their sole and primary source of water used for consumption, health and sanitation; and

**WHEREAS**, Fort Bragg Municipal Code Section 3.20.030 provides an exception to the City's regular purchasing policies, in the case of an emergency, when public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property; and

**WHEREAS**, the City Manager authorized staff to initiate the purchase of the Groundwater Treatment Equipment on August 25, 2021, in order to protect public interest and to safeguard life, health or property pursuant to Fort Bragg Municipal Code Section 3.20.030; and

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

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

1. That the foregoing recitals are true and correct and are made a part of this Resolution.
2. It is in the best interests of the City's Water System customers to provide sufficient water to ensure the health, sanitation and safety of its customers.
3. Time is of the essence in procuring Ground Water Treatment approved by the Division of Drinking Water that will treat water made available from the Fort Bragg Unified School District per the terms of the Temporary Water Sharing Agreement.
4. Temporary use of the water from the Fort Bragg Unified School District Well will increase the water supply available to the City during the current Water drought Emergency.

**NOW, THEREFORE, BE IT RESOLVED** that the Fort Bragg City Council does hereby ratify the City Manager’s preliminary approval for the purchase of the Groundwater Treatment Equipment and further authorizes purchase of spare parts for the Desalination Pretreatment Filtration in a total amount not to exceed \$154,624 and authorizes the City Manager’s execution of any purchase agreements, purchase orders or documents associated therewith.

**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 30th day of August, 2021, by the following vote:**

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

---

**BERNIE NORVELL**  
**Mayor**

**ATTEST:**

---

**June Lemos, CMC City Clerk**

**BUDGET AMENDMENT**

**EXHIBIT A**

Budget Adjustment #: **2022-07**

Budget FY: **FY 2021/22**

Account Description	Account #			FY 21/22 Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt
<b>Expenditures</b>							
CIP- Desalination & Groundwater	651	6130	0731	\$ -	\$ 154,624		\$ 154,624
<b>Total Expenditures</b>				\$ -	\$ 154,624	\$ -	\$ 154,624
<b>Revenue</b>							
<b>Total Revenue</b>				\$ -	\$ -	\$ -	\$ -

**Reason for Amendment:**

**RESOLUTION # :** XXXX-2021

Budget Adjustment approved at City Council meeting on \_\_\_\_\_

**Authorization:**

Requested By: Sandy Arellano  
 Approval: Isaac Whippy  
 Finance Use: \_\_\_\_\_

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

Sandy Arellano  
 \_\_\_\_\_  
 \_\_\_\_\_

*Attach copies of Resolution or other documentation*



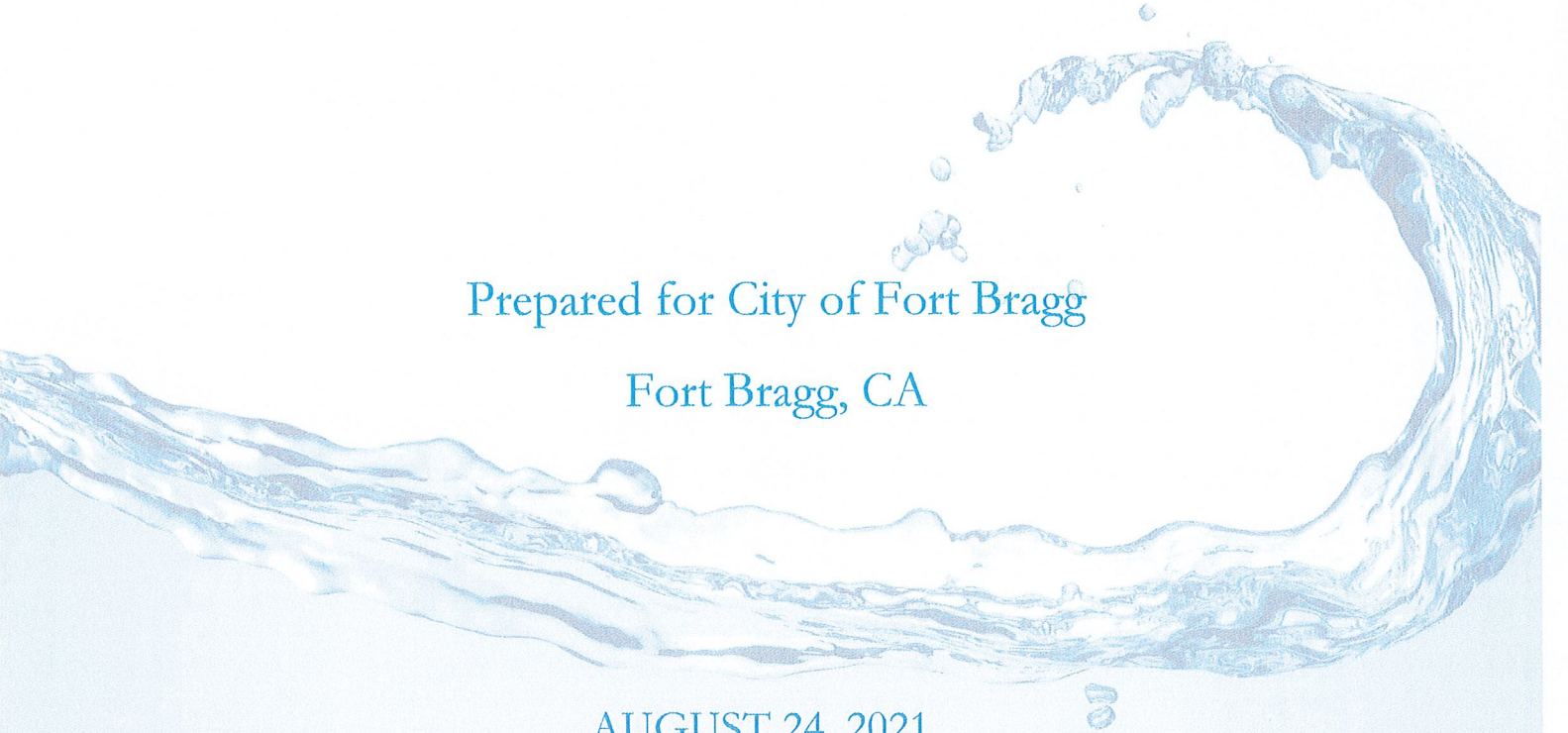
# RYAN PROCESS



## RYAN PROCESS QUOTE FORM

DATE OF THIS QUOTE:		8/23/2021		
RYAN PROCESS QUOTE #		FB082321DW		
MAIN OFFICE PHONE: (925) 837-0670		QUOTE VALID FOR:		1 WEEK
511 1ST STREET BENICIA, CA 94510		This Quote Prepared by:		DAVE WHITE
		SALES PERSON EMAIL:		<a href="mailto:DW@ryanprocess.com">DW@ryanprocess.com</a>
QUOTE TO:		SALES PERSON PHONE#:		925-837-0670
CITY OF FORT BRAGG		PROJECT DESCRIPTION:		
		UPFRONT RO PROTECTION AND SPARE PARTS		
NAME Contact:				
EMAIL Contact:				
PHONE#				
RPI TERMS		F.O.B.		Ship Via
SEE ATTACHED		FOB FACTORY		BEST WAY
				Shipping Terms
				tbd
ITEM #	DESCRIPTION	Qty.	UNIT PRICE	EXT PRICE
TMG20D-400	TORAY REVERSE OSMOSIS MEMBRANES	10	\$647.05	\$6,470.50
AC-703P	AQUA CLEAR ACID POWDER MEMBRANE CLEANER 50-POUND PAIL	1	\$411.76	\$411.76
AC-711P	AQUA CLEAR ALKALINE POWDER MEMBRANE CLEANER 50-POUND PAIL	1	\$352.95	\$352.95
WB170SC-2	304 SS SINGLE CARTRIDGE FILTER HOUSING, 2" CONNECTIONS	4	\$1,659.75	\$6,639.00
HC/170-10	PREMIUM HURRICANE 10 MICRON NOMINAL FLOW FILTER	10	\$195.71	\$1,957.10
HC/170-20	PREMIUM HURRICANE 20 MICRON NOMINAL FLOW FILTER	10	\$195.71	\$1,957.10
HC/170-5	PREMIUM HURRICANE 5 MICRON NOMINAL FLOW FILTER	10	\$195.71	\$1,957.10
EST. Lead Time:		TBD		
SPECIAL NOTES:		EST. FRT.		\$19,745.51
**All prices are in U.S. Dollars.		SALES TAX EST		\$1,752.41
**ANY CREDIT CARD PAYMENTS REQUIRE A 5% HANDLING FEE. WE ACCEPT VISA AND MASTERCARD		TOTAL		\$21,497.92
**Standard Ryan Process Terms:		50% WITH ORDER AND 25% PRIOR TO SHIP		
**UNLESS OTHERWISE STATED Freight and Sales Taxes not included in pricing.				

NOTE: Your shipment will be delivered by either common carrier, UPS or Federal Express. Before you or any agent representing your company signs for product at delivery - inspect the box, pallet, tank, etc., for any damages or missing items. Make sure you make note of damages, with locations of damage on delivery ticket, also note any missing items. Remember, you have the right to, and should, refuse delivery of damaged goods. Any, and all claims, at that point will need to be directed to the freight company making the delivery. Be sure to contact Ryan Process immediately at (925) 837-0670 to make us aware that there is a problem.



**Technical Proposal**  
**FORT BRAGG**  
**REDWOOD WELL FILTRATION SYSTEM**  
**PROPOSAL BY RYAN PROCESS**  
**08/25/2021**

Prepared for City of Fort Bragg

Fort Bragg, CA

AUGUST 24, 2021

**Aqua Clear Water Treatment Specialists**

The Clear Choice for Commercial and Industrial Water Treatment Systems and Services  
8451 Miralani Dr, Suite T • San Diego, CA 92126 • Ph. 858.270.7655 • Fax. 866.291.0742

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<b>Client</b>	City of Fort Bragg
<b>Location</b>	Fort Bragg, CA
<b>Project Title</b>	Redwood Well Filtration System
<b>Engineering Firm</b>	N/A
<b>Project No.</b>	TBD
<b>Contact Person(s)</b>	Heath Daniels – Operations Supervisor
<b>ACI Document No.</b>	QUO-001692-20210816
<b>Status</b>	Initial proposal
<b>Date</b>	August 24, 2021
<b>Revision</b>	0

**Aqua Clear Contact Information**

**Steven Peck**  
**Business Development**

M +1 619-540-4328  
 E-MAIL: [stevenpeck@aquaclearllc.com](mailto:stevenpeck@aquaclearllc.com)

Revision history	Reason	Date	By
0	Issued for proposal	08/24/21	S. Peck

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## 1 Introduction

Aqua Clear, Inc. is pleased to present this proposal in response to *City of Fort Bragg's* request for a *Well Filtration System* to pretreat water for the new Reverse Osmosis System at the *water treatment* facility located in *Fort Bragg, CA*.

Founded in 1993, Aqua Clear Water Treatment Specialists is the Southern California cleantech provider of technology and service for both industrial water purification and wastewater reclamation.

Aqua Clear's mission is to develop and grow lasting relationships with clients through listening to and serving their business goals while providing access to integrated solutions for purification of water and reclamation of wastewater.

Aqua Clear's cost-effective solutions are site-specific to maximize the operational efficiency and reduce the environmental footprint of our client's facilities deriving payback from the cascading reuse of water within their facility.

Aqua Clear manufactures and field services a variety of filtration, membrane (RO, UF, CMF, EDI), equipment. Aqua Clear also formulates a variety of water treatment chemicals for coolers, boilers, membranes and clarifiers and provides chemical treatment programs and onsite service.

Aqua Clear offers RO membrane healthcare programs, monitoring and service to extend the life of the membranes. We provide membrane chemicals for the RO skid and have the capacity to perform membrane fouling analysis and offsite cleaning.

## 2 Project scope

Aqua Clear will supply a *Well Filtration System* as described within this proposal based on information provided by *City of Fort Bragg* on August 13 & 23, 2021. Aqua Clear will be responsible for the fabrication of the skid (and will offer startup assistance and operator training as an option).

### 2.1. Equipment and Capacity

The *Well Filtration System* will pretreat feed water at a total capacity 40 gpm based on the water quality data provided by City of Fort Bragg.

The Multi-Media Filtration System will consist of the following components:

- Duplex Cartridge Filters – raw water
- Duplex Cartridge Filters – validated for LT2
- UV Disinfection
- Chemical Injection Systems (2)
- Pre-plumbed
- Powder-coated steel frame
- Repress delivery pump (shipped loose)

## 2.2. Raw Water Quality

From *Alpha Analytical Laboratories report dated 06/14/21*, the data below represents the influent to the filtration system.

Fort Bragg, City of 416 N. Franklin St. Ft. Bragg CA, 95437	Project Manager: Frank Kemper Project: Source Chemical Monitoring Project Number: -	Reported: 06/14/21 16:57
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### Metals by EPA 200 Series Methods

Analyte	Reporting		Units	Dilution	Batch	Prepared	Analyzed	Method	Analyst ELAP#	Notes
	Result	Limit								
Redwood Well (21E2715-02) Water Sampled: 05/24/21 10:45 Received: 05/24/21 14:20										
Calcium	7.3	0.050	mg/L	1	AE14347	05/26/21 10:30	06/04/21 15:02	EPA 200.7		TLB 2303
Iron	390	100	ug/L	1	AE14347	05/26/21 10:30	06/04/21 15:02	EPA 200.7		TLB 2303
Magnesium	4.8	0.050	mg/L	1	AE14347	05/26/21 10:30	06/04/21 15:02	EPA 200.7		TLB 2303
Sodium	19	0.050	mg/L	1	AE14347	05/26/21 10:30	06/04/21 15:02	EPA 200.7		TLB 2303

### Conventional Chemistry Parameters by APHA/EPA Methods

Analyte	Reporting		Units	Dilution	Batch	Prepared	Analyzed	Method	Analyst ELAP#	Notes
	Result	Limit								
Redwood Well (21E2715-02) Water Sampled: 05/24/21 10:45 Received: 05/24/21 14:20										
Aggressive Index	8.56	2.00	NU	1	AE14347	05/26/21 10:30	06/04/21 15:02	AWWA		TLB 2303
Bicarbonate	17	5.0	mg/L	1	AE14440	05/27/21 08:00	05/27/21 11:56	SM2320B		CEF 1551
Carbonate	ND	5.0	mg/L	1	AE14440	05/27/21 08:00	05/27/21 11:56	SM2320B		CEF 1551
Color	ND	5.0	CU	1	AE14343	05/25/21 06:30	05/25/21 06:30	SM2120B		JVO 1551
Hydroxide	ND	5.0	mg/L	1	AE14440	05/27/21 08:00	05/27/21 11:56	SM2320B		CEF 1551
MBAS, calculated as LAS, mw 340	ND	0.050	mg/L	1	AE14349	05/25/21 09:30	05/25/21 16:00	SM5540C		MRL 1551
Odor	7.1	1.0	T.O.N.	1	AE14343	05/25/21 08:20	05/25/21 08:20	EPA 140.1		JVO 1551 OD-1
Perchlorate	ND	4.0	ug/L	1	AE14462	05/25/21 08:00	05/25/21 17:40	EPA 314.0		MVA 2303
pH	5.83	1.68	pH Units	1	AE14358	05/24/21 16:00	05/24/21 16:00	SM4500-H+ B		JLH 1551 T-14
Specific Conductance (EC)	160	20	umhos/cm	1	AE14358	05/24/21 16:00	05/24/21 16:00	SM2510B		JLH 1551
Total Dissolved Solids	110	10	mg/L	1	AE14498	05/27/21 07:00	06/09/21 08:20	SM2540C		PBM 1551
Turbidity	1.4	0.10	NTU	1	AE14358	05/24/21 16:00	05/24/21 16:00	SM2130B		JLH 1551
Total Alkalinity as CaCO3	14	5.0	mg/L	1	AE14440	05/27/21 08:00	05/27/21 11:56	SM2320B		CEF 1551
Hardness, Total	38	1	mg/L	1	AE14347	05/26/21 10:30	06/04/21 15:02	SM2340B		TLB 2303

### Anions by EPA Method 300.0

Analyte	Reporting		Units	Dilution	Batch	Prepared	Analyzed	Method	Analyst ELAP#	Notes
	Result	Limit								
Redwood Well (21E2715-02) Water Sampled: 05/24/21 10:45 Received: 05/24/21 14:20										
Chloride	18	0.50	mg/L	1	AE14330	05/24/21 19:56	05/24/21 19:56	EPA 300.0		SMS 1551
Fluoride	ND	0.10	mg/L	1	AE14330	05/24/21 19:56	05/24/21 19:56	EPA 300.0		SMS 1551
Nitrate as N	2.2	0.40	mg/L	1	AE14330	05/24/21 19:56	05/24/21 19:56	EPA 300.0		SMS 1551
Nitrite as N	ND	0.40	mg/L	1	AE14330	05/24/21 19:56	05/24/21 19:56	EPA 300.0		SMS 1551
Sulfate as SO4	21	0.50	mg/L	1	AE14330	05/24/21 19:56	05/24/21 19:56	EPA 300.0		SMS 1551



## 2.4. Utility Connections and Operating Environment

The environment in which the water plant will operate is assumed to be described as:

- Non-Hazardous Electrical Area Classification
- Temperature: 35 – 140°F, during normal operation
- Relative Humidity: 5 - 95% (non-condensing)

For this proposal the available site utilities are assumed to include:

- Electrical Supply: 110V/60Hz/1Ph
- **Feed Water: >50 psi**
- Drain: atmospheric

This proposal is also based on the following documents received:

Document Number	Title	Revision
Alpha Analytical Lab	Redwood Well Analytical Report	06/14/21

### 3 Equipment Description

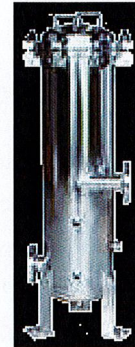
Based on the scope of the project defined in Section 2, below is a general description of the equipment and components that comprise the Well Filtration system. Specific technical data follows.

#### 3.1 Well Filtration System

3.2 The Well Filtration System designed for 40 gpm will be mounted on a skid. It includes the following NSF-certified components:

##### 3.1.1 Sediment Cartridge Filters

- Two (2) 40" 304SS Housings
- Harmsco WB 170SC-2
- Two (2) 30.75" x 7.75" 5-micron high flow filters
- Harmsco HC-170/5
- Eight (8) spare filters

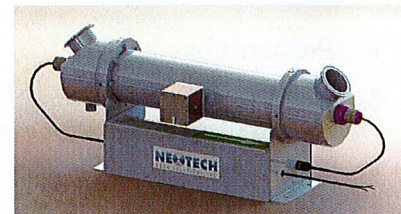


##### 3.1.2 LT2 Cartridge Filters

- Two (2) 40" 304SS Housings
- Harmsco MUNI-1-2FL-304
- Two (2) 30.75" x 7.75" 1-micron absolute LT2-validated high flow filters
- Harmsco HC/170-LT2
- Eight (8) spare filters

##### 3.1.3 UV Disinfection

- 254-nm lamp
- Neotech D322
- 316L SS chamber
- 40 mJ/cm<sup>2</sup> dosage
- UV Intensity Sensor



3.1.4 Chemical Injection Pumps (2) *Supplied by Ryan Process*

- Chlorine Injection
- Caustic Injection
- Peristaltic
- Thermo Scientific Masterflex or equal
- 110V



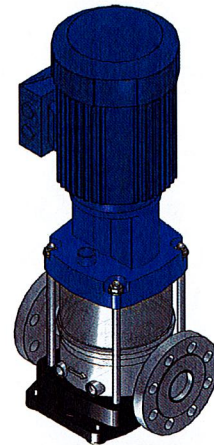
3.1.5 Static Flow Meter

- 2" Sch 80 PVC
- Injection Port
- Koflo or equal



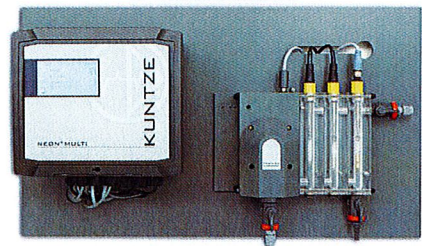
3.1.6 Repressurization Delivery Pump – *Shipped loose*

- Vertical multi-stage centrifugal design
- 304SS
- 40 gpm @ 45 psi
- 3 HP
- ~~• 230/460/3-phase/60Hz~~
- DPV or equal



3.1.7 Instrumentation

- Pressure Gauges (6)
- Chlorine & pH analyzer (Kuntze Krypton Multi or equal)  
*Supplied by Ryan Process*
- Clamp-on Flow Meter (Keyence FD-R or equal) *Supplied by Ryan Process*



3.1.8 Mechanical

- Sch 80 PVC Piping and Valves
- Mounted on powder coated steel frame



## 4 Documentation

Respective documentation for each of the new equipment will also be provided.

### 4.1 Documentation provided

- Operation and maintenance manuals
- Component catalog cut sheets
- As built general arrangement drawings
- As built process and instrumentation diagrams
- As built electrical drawings and wiring diagrams

### 4.2 O&M Manuals (2 USBs)

Aqua Clear's Instruction/Operation/Maintenance Manual covers the multitude of facets to operation of a water treatment unit. The manual includes topics such as:

- Description of the modes of operation
- Detailed overview of the controller of the system and how to confidently navigate the wealth of information
- Installation and start-up guidelines
- Step-by-step instructions on all operations of the water treatment system
- Troubleshooting of common problems
- Typical maintenance required by the system
- Data recording instructions
- Safety procedures
- Relevant system drawings for reference throughout the manual

#### 4.3 Technical Exclusions

<b>The following is not included in our proposal. Some items will need to be provided by others:</b>
• Floor drain
• Electrical supply
• Containment unit for chemicals.
• Safe storage of equipment at site until ready for installation
• Civil works.
• Equipment access platforms, walkways, stairs etc. unless otherwise specified
• Electrical wiring interconnections (including wiring, conduit and other appurtenances) to and between Aqua Clear supplied skids/equipment
• Equipment anchor bolts.
• Raw materials, chemicals, and other consumables required for normal operation.
• Bulk chemical storage facilities including chemical totes.
• All required permits.

## 5 Commercial

### 5.1 Price Summary

- 1) Filtration Skid \$ 118,600.00  
*Tax 10,525.75*  
*Ship 4,000*

### 5.2 Standard Exceptions and Clarifications

*Total 133,125.75*

- 1) The above prices do not include taxes, VAT
- 2) The above prices do not include duties or other government fees
- 3) Shipping & Crating cost not included

### 5.3 Commercial Terms and Conditions

Validity	Proposal valid for 30-days
Shipping / Delivery	Delivered to Fort Bragg, CA (Cost to be determined)  Manufacturing time is 4-6 weeks. Ship date is dependent on component suppliers meeting their lead times.  Delays in drawing/document approval will result in a day-for-day adjustment to ship date via customer change order.
Payment Terms	50% down payment, due upon PO  50% prior to shipment
Warranty	Aqua Clear's standard warranty is 18 months from shipment date or 12 months from installation, whichever occurs first. This stated warranty period will supersede any and all other implied warranty period(s) stated in the proposal package.
Cancellation Policy	See terms and conditions.

**General Terms & Conditions**

All terms and conditions of sale are negotiable at the time of order. Aqua Clear standard terms and conditions of sale have been attached in the Commercial Proposal for review.

**6 Supporting documents**

1. Aqua Clear General Terms and Conditions
  - a. Sales
  - b. Service

**From:** [Jenny Shattuck](#)  
**To:** [Lemos, June](#)  
**Subject:** 2B and 3B public comment  
**Date:** Monday, August 30, 2021 12:00:49 PM

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I am concerned about neighboring wells that are not on city water should the pumping extra from the schools lower or drain the water table. Will the city provide free trucked water to those who are affected should this happen? I ask this because it's a declared water emergency and there is wording to indemnify the school district, perhaps if this does indeed happen. Let's hope it doesn't but is there a plan if it does? I have family on wells in this area and it is very concerning.

Jenny Shattuck



**From:** [Jacob Patterson](#)  
**To:** [Lemos, June](#); [Munoz, Cristal](#)  
**Cc:** [Miller, Tabatha](#); [Smith, John](#)  
**Subject:** Public Comment -- 8/30/21 Special City Council Meeting, Item No. 3B  
**Date:** Monday, August 30, 2021 12:47:56 PM

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City Council,

I noticed that this agenda item only mentions the groundwater well at Redwood Elementary. Is that the only water well the City is considering tapping into on school district property? If so, it ameliorates some of my concerns about the impacts to extra-territorial water wells (see my comment re Item 2B) since it is further from the City's boundaries with the unincorporated County. I am happy about this because I am particularly concerned about this project's potential impacts on wells to the east and south of the High School and Dana Gray Elementary schools. Of course, the pocket neighborhoods to the south of Redwood Elementary are a concern as well but many of those houses already received approval for connection to the City's water system. Now that I think of it, it might be a nice gesture for the City to offer to waive or reduce the connection fees for those properties as a proactive settlement of any potential claims due to the City drawing down the water table by tapping into this water source. That seems like a reasonable result to me and one that wouldn't materially impact the water enterprise but would be considerate of our neighbors. Just something to consider.

On a related note, since the City owns the adjacent CV Starr property that I believe also has a well as well as generous groundwater flows, will this equipment be able to be connected to any City-owned wells (or even new wells) on the CV Starr property as well? That seems like it could be a good idea. Of course, I wouldn't want to overdraw from those sources and then have the creek that runs to Pudding Creek through the old duck pond on Cedar Street and Otis Johnson park go dry but I am sure staff will monitor those flows to make sure that doesn't happen.

Thanks,

--Jacob



# City of Fort Bragg

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

## Text File

File Number: 21-461

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**Agenda Date:** 8/30/2021

**Version:** 1

**Status:** Closed Session

**In Control:** Special City Council

**File Type:** Report

**Agenda Number:** 4A.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION; Pursuant to Government Code Section 54957: Title: City Manager



# City of Fort Bragg

416 N Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
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## Text File

File Number: 21-460

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**Agenda Date:** 8/30/2021

**Version:** 1

**Status:** Closed Session

**In Control:** Special City Council

**File Type:** Report

**Agenda Number:** 4B.

CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6:  
City Negotiator: Bernie Norvell, Mayor; Employee Classification: City Manager