



City of Fort Bragg

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

Meeting Agenda City Council

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

Monday, November 8, 2021

6:00 PM

Via Video Conference

AMENDED

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PLEASE TAKE NOTICE

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

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

ZOOM WEBINAR INVITATION

You are invited to a Zoom webinar.

When: Nov 8, 2021 06:00 PM Pacific Time (US and Canada)

Topic: City Council Meeting

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/84906942669>

Or Telephone:

*US: +1 253 215 8782 or +1 346 248 7799 (*6 mute/unmute; *9 raise hand)*

Webinar ID: 849 0694 2669

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

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

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

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

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

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

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

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

- 5A.** [21-562](#) Adopt by Title Only and Waive the Second Reading of Ordinance 974-2021 Rescinding Interim Ordinance 964-2021 Placing a Moratorium on the Approval of Applications for Formula Businesses

Attachments: [ORD 974-2021 Rescinding FB Moratorium](#)

- 5B.** [21-565](#) Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

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

- 5C.** [21-567](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

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

- 5D.** [21-569](#) Adopt City Council Resolution Approving Expenditures of the Joint City/County Caspar Transfer Station Rent Account to Fund a Financial and

Environmental Analysis for Potential Coastal Transfer Station Sites

Attachments: [RESO HDR Caspar X-fer Station Proposal from HDR Engineering Inc](#)

- 5E. [21-571](#) Adopt City Council Resolution Approving a Contract with the County of Mendocino for Funding to Operate an Extreme Weather Shelter (EWS) from November 15, 2021 to March 31, 2022

Attachments: [RESO Winter Shelter Contract](#)
[Extreme Weather Shelter Narrative](#)
[EWS Contract](#)

- 5F. [21-574](#) Adopt City Council Resolution Approving Professional Services Agreement with ASA Analysis & Communication, Inc. for Design Concepts and Cost Estimates Associated with Development of Municipal Ocean Water Intake/Discharge Infrastructure and Authorizing the City Manager to Execute Contract (Amount Not to Exceed \$90,800; Account No. 334-5060-0630)

Attachments: [Att. 1 - RESO ASA Contract](#)
[Att. 2 - ASA Contract](#)

- 5G. [21-573](#) Approve Scope of Work for the Request for Proposals for Engineering and Design Services for the 2022 Streets Project

Attachments: [Design RFP Scope of Work Streets 2022](#)

- 5H. [21-572](#) Approve Minutes of October 25, 2021

Attachments: [CCM2021-10-25](#)

- 5I. [21-584](#) Adopt City Council 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 \$78,490.00 from Streets Project Fund (Account 420-4870-0731) for a Total Contract Amount Not to Exceed \$1,412,544.00

Attachments: [RESO Maple Street Project Change Order No. 3](#)
[Att 1 - Added Street Locations Map](#)
[Att 2 - Contract Change Order No. 3](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

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

- 7A. [21-563](#) Conduct Public Hearing, Receive Report, and Consider Adoption of Urgency Ordinance 975-2021 Extending the Temporary 45-Day

Moratorium on the Approval of Applications and Permits for Cannabis
Dispensaries in the Inland Zoning Areas

- Attachments:** [11082021 Cannabis Dispensary Moratorium Extension](#)
[Att 1 - ORD 975 Extending Cannabis Dispensaries Moratorium](#)
[Att 2 - Cannabis Moratorium Report](#)
[Att 3 - PH Notice - Cannabis Dispensary Moratorium Extension](#)
[Public Comment 7A](#)

8. CONDUCT OF BUSINESS

- 8A. [21-564](#)** Receive Report and Provide Direction to Staff on Potential Updates to Section 18.42.057 of the Inland Land Use and Development Code to Address the Siting of Cannabis Dispensaries in Relationship to Residential Neighborhoods

- Attachments:** [11082021 Provide Direction on Cannabis and Residential](#)
[Att 1 - FBMC 18.42.057](#)
[11082021 Cannabis Dispensary Residential proximity](#)
[Public Comment 8A](#)

- 8B. [21-566](#)** Receive Report and Provide Staff with Clarification on the Proposed Zoning for Cannabis Microbusinesses in the City of Fort Bragg

- Attachments:** [11082021 Clarification on Microbusiness](#)
[Att 1 - City Council Minutes of 05-20-2021](#)

- 8C. [21-580](#)** Receive Report and Consider Adoption of City Council Resolution Waiving Water Capacity Fees and Fort Bragg Municipal Improvement District No. 1 Resolution Waiving Wastewater Capacity Fees for Restaurants, Cafes and Coffee Shop Businesses in the Central Business District

- Attachments:** [11082021 Capacity Fee Waiver](#)
[Att. 1 - FBMC Chapter 15.36](#)
[Att. 2 - RESO Waiving Water Capacity Fees in CBD](#)
[Att. 3 - ID RESO Waiving Wastewater Capacity Fees in CBD](#)
[Public Comment 8C](#)

9. CLOSED SESSION

ADJOURNMENT

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

**NEXT REGULAR CITY COUNCIL MEETING:
6:00 P.M., MONDAY, NOVEMBER 22, 2021**

STATE OF CALIFORNIA)
)ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this Amended agenda to be posted in the City Hall notice case on November 5, 2021.

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

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Text File

File Number: 21-562

Agenda Date: 11/8/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Ordinance

Agenda Number: 5A.

Adopt by Title Only and Waive the Second Reading of Ordinance 974-2021 Rescinding Interim Ordinance 964-2021 Placing a Moratorium on the Approval of Applications for Formula Businesses

On November 8, 2021, the City Council of the City of Fort Bragg is to consider adoption of Ordinance 974-2021, said ordinance having been introduced for first reading (by title only and waiving further reading of the text) on October 25, 2021.

The proposed ordinance rescinds Ordinance 964-2021 and terminates the Moratorium on approval of applications for Formula Businesses in the Inland Zoning Area.

If adopted, the ordinance will become effective on December 8, 2021.

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

**AN UNCODIFIED ORDINANCE
RESCINDING INTERIM ORDINANCE NO.
964-2021 THAT PLACED A
MORATORIUM ON THE APPROVAL OF
APPLICATIONS FOR FORMULA
BUSINESS IN THE INLAND ZONING
AREA**

ORDINANCE NO. 974-2021

WHEREAS, on April 12, 2021, the City Council adopted Urgency Ordinance No. 964-2021 (“Moratorium”), which established a forty-five (45) day moratorium on approval of applications for Formula Businesses, as defined in Ordinance No. 964-2021, in the Inland Zoning Area; and

WHEREAS, the City Council extended the Moratorium on approval of applications for Formula Businesses for an additional 315 days on May 24, 2021 to provide for sufficient time to adopt Formula Business regulations; and

WHEREAS, on September 13, 2021 the City Council approved Ordinance No. 970-2021 adopting regulations on formula businesses in the Inland Zoning Area; and

WHEREAS, the City Council now desires to terminate the Moratorium; and

WHEREAS, this Ordinance is exempt pursuant to the California Environmental Quality Act (“CEQA”) and Title 14 of the California Code of Regulations (“CEQA Guidelines”) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

The City Council ordains as follows:

Section 1. The above findings are true and correct and incorporated into this Ordinance.

Section 2. Ordinance No. 964-2021 is hereby rescinded, and the Moratorium terminated.

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

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

The foregoing Ordinance was introduced by Councilmember Peters at a regular meeting of the City Council of the City of Fort Bragg held on October 25, 2021 and adopted at a regular meeting of the City of Fort Bragg held on November 8, 2021 by the following vote:

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

**Bernie Norvell
Mayor**

ATTEST:

**June Lemos, CMC
City Clerk**

**PUBLISH: October 28, 2021 and November 18, 2021 (by summary).
EFFECTIVE DATE: December 8, 2021.**



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Text File

File Number: 21-565

Agenda Date: 11/8/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5B.

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

RESOLUTION NO. ____-2021

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

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

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

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

WHEREAS, as of November 1, 2021, the COVID-19 pandemic has killed more than 72,140 Californians; and

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

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

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

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

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

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8th day of November, 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk



City of Fort Bragg

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Text File

File Number: 21-567

Agenda Date: 11/8/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

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

At a special meeting on March 24, 2020, the Fort Bragg City Council ratified the City Manager's Proclamation declaring a local emergency due to COVID-19 in its Resolution No. 4242-2020. Since that date, the Council has adopted 35 resolutions reconfirming the existence of a local emergency. The City is required to reconfirm the existence of a local emergency every 21 days pursuant to Fort Bragg Municipal Code Section 2.24.040.

RESOLUTION NO. ____-2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8th day of November, 2021 by the following vote:

**AYES:
NOES:**

**ABSENT:
ABSTAIN:
RECUSED:**

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk



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Text File

File Number: 21-569

Agenda Date: 11/8/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5D.

Adopt City Council Resolution Approving Expenditures of the Joint City/County Caspar Transfer Station Rent Account to Fund a Financial and Environmental Analysis for Potential Coastal Transfer Station Sites

City of Fort Bragg (City) and County of Mendocino (County) jointly own 60 acres in the Caspar area at the end of Prairie Way that was operated as a landfill from 1968 to 1992 and since then has operated as a Solid Waste Transfer Station. The County operated the Solid Waste Transfer Station until it executed the Operating Agreement and Lease with Solid Waste of Willits, Inc. on January 25, 2011. In January 2011, the City and County executed a Joint Powers Agreement (JPA) to provide for changes in how the Caspar Solid Waste Transfer Station would operate and to consider the replacement or expansion of the Transfer Station in order to accommodate commercial collection trucks and allow for long-haul direct transfer to a destination land fill.

The JPA was amended on October 25, 2016 in order to outline specific terms and obligations for moving forward with a replacement of the Caspar Transfer Station and the County Board of Supervisors and the City Council certified the Environmental Impact Report (EIR) on the new Transfer Station project for 30075 Highway 20 on September 19, 2016. On November 18, 2020, the Caspar Transfer Station Joint Coordinating Committee directed County staff to hire Tom Varga, retired City of Fort Bragg Public Works Director, to act as Project Manager and focus on moving the Central Coast Transfer Station project forward. Mr. Varga and the Caspar Transfer Station Coordinating Committee recommend hiring HDR Inc., the City and County's Solid Waste Consultant, to complete a preliminary financial and environmental analysis of two proposed sites for a Central Coast Transfer Station.

One site on Highway 20 is near or the same as the proposed site approved in the 2016 EIR. The original Highway 20 site involved a multi-party land swap. The State of California would transfer 17 acres (30075 Highway 20) to the City/County in exchange for 35 acres of land at the Caspar Landfill site. California Department of Parks & Recreation (DPR) would take ownership of the 35-acre Caspar property in exchange for 12.6 acres of Russian Gulch State Park, which would be transferred to Jackson Demonstration State Forest (JDSF). Not too long after the EIR was certified, DPR pulled out of the proposed land swap and little progress has been made since on the Coastal Transfer. The second site is the 219 Pudding Creek Facility currently owned and operated by Waste Management.

Funds exceeding \$250,000, resulting from a \$3 per ton fee collected at the Caspar Transfer Station have accumulated for the purpose of funding costs associated with developing a Central Coast Transfer Station and are available to reimburse the costs of the HDR Inc. analysis, which is estimated at \$26,915.

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING EXPENDITURES FROM THE JOINT CITY/COUNTY CASPAR
TRANSFER STATION RENT ACCOUNT TO FUND A FINANCIAL AND
ENVIRONMENTAL ANALYSIS FOR POTENTIAL COASTAL TRANSFER
STATION SITES**

WHEREAS, the City of Fort Bragg (City) and County of Mendocino (County) jointly own 60 acres in the Caspar area at the end of Prairie Way that was operated as a landfill from 1968 to 1992 and since then has operated as a Solid Waste Transfer Station; and

WHEREAS, the County operated the Solid Waste Transfer Station until it executed the Operating Agreement and Lease with Solid Waste of Willits, Inc. on January 25, 2011; and

WHEREAS, in January 2011, the City and County executed a Joint Powers Agreement (JPA) to provide for changes in how the Caspar Solid Waste Transfer Station would operate and to consider the replacement or expansion of the Transfer Station in order to accommodate commercial collection trucks and allow for long-haul direct transfer to a destination land fill; and

WHEREAS, the JPA was amended on October 25, 2016 in order to outline specific terms and obligations for moving forward with a replacement of the Caspar Transfer Station, and the County Board of Supervisors and the City Council certified the Environmental Impact Report (EIR) on the new Transfer Station project for 30075 Highway 20 on September 19, 2016; and

WHEREAS, acquisition of the property at 30075 Highway 20 involved a multi-party land swap that was not completed; and

WHEREAS, after several years of little or no progress, the Caspar Transfer Station Joint Coordinating Committee, which is comprised of two Mendocino County Supervisors (Williams and Gjerde) and two City Councilmembers (Norvell and Morsell-Haye), recommended hiring Diversion Strategies to evaluate and provide guidance on the future of the Transfer Station Project; and

WHEREAS, Diversion Strategies issued a report that was presented to the Caspar Transfer Station Joint Coordinating Committee on September 17, 2020, and while the report summarized the current status of the project and the pros and cons of various options, it did not provide a strong plan to address next steps for establishing a Coastal Transfer Station; and

WHEREAS, on November 18, 2020, the Caspar Transfer Station Joint Coordinating Committee directed County staff to hire Tom Varga, retired City of Fort Bragg Public Works Director, to act as Project Manager and to focus on moving the Central Coast Transfer Station project forward; and

WHEREAS, the County Board of Supervisors on December 8, 2020, provided affirmative direction to hire Tom Varga; and

WHEREAS, on February 8, 2021, the City Council approved expenditure of the Caspar Transfer Station Rents for Project Manager Tom Varga; and

WHEREAS, Tom Varga has recommend to the Caspar Coordinating Committee, who has concurred, that a financial and environmental analysis for a Central Coast Transfer Station be conducted by HDR Inc., who provides the City and the County consulting services for solid waste contracts and matters, for a Highway 20 site and the existing Waste Management facility at 219 Pudding Creek Road, Fort Bragg, CA; and

WHEREAS, funds exceeding \$250,000, resulting from a \$3 per ton fee collected at the Caspar Transfer Station have accumulated for the purpose of funding costs associated with developing a Central Coast Transfer Station and are available to reimburse the County the costs of the financial and environmental analysis;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve expenditures of the Caspar Transfer Station Rents for a Financial and Environmental Analysis for a Central Coast Transfer Station at two currently proposed sites.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8th day of November, 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk

September 8, 2021

Amber Fisette
Deputy Director of Transportation
Mendocino County Department of Transportation
340 Lake Mendocino Drive
Ukiah, CA 95482
fisettea@mendocinocounty.com

RE: Task Order: Preliminary Financial & Environmental Analysis for Potential Central Coast Solid Waste Transfer Stations at Pudding Creek Site and Highway 20 Site

Dear Ms. Fisette,

HDR is pleased to present this proposal to assist the County in their solid waste needs. We have prepared this proposal based on our experience working with the County, and on projects of a similar nature.

Background

This task order provides support services to Mendocino County (County) for the high-level planning analysis for two potential sites for a Central Coast Transfer Station (CCTS). The County has been evaluating potential sites for close to 20 years under the assumption that the existing transfer station at Casper will be fully closed and that curbside collection as well as self-haul is moved to a new site. The new site will provide a full range of transfer station services including: the consolidation, and transportation of garbage, recycling, and diversion materials (including organic materials). The transfer station would serve commercial and non-commercial self-haul customers. As described in the May 2020 Central Coast Transfer Station Project Review and Recommendations Report as prepared by Diversion Strategies, the facility would be located on an approximately 5-acre footprint, with the potential to expand to 10 acres in the future. The 30,000 square foot CCTS was sized to accept up to 100 tons per day, a peak tonnage of up to 200 tons per day due to surges or emergencies and have three days of storage capacity in the event the roads were closed. The transfer station would be fully enclosed with a negative air pressure ventilation system to a biofilter and use of roll-up doors and/or driveway curtains.

Initial estimates for the construction of the conceptual transfer station design were between \$4M and \$5M in 2016, including costs for permitting, environmental review, design and engineering, construction, and equipment. This estimate did not include costs for land acquisition.

The County has currently narrowed potential sites down to two: 1) Pudding Creek, owned and operated by Waste Management located at 219 Pudding Creek Road in the City of Fort Bragg, and 2) Highway 20, located at Mendocino County Assessor's Parcel Number 019-150-05 which is north of State Highway 20, located in a portion of the Jackson Demonstration State Forest. This task order is developed to provide the County with a planning level cost/benefit analysis of the site options for the County to determine which site to move forward with the planning, design, and development of a new Central Coast Transfer Station.

Scope of Services

Task 1: Planning Level Cost Benefit Analysis

OBJECTIVE

The purpose of this task is to perform a planning level cost benefit analysis of capital and operational costs for the purpose of examining the relative merits of the potential sites noted above. A quantitative, financial analysis will be performed to illustrate the economic efficiencies of each site.

HDR SERVICES

- Examine two capital funding scenarios – each site fully grant funded and each site fully self-funded
- Develop collection and transportation impacts (assuming transport of solid waste to Potrero Hills Landfill)
- Develop conceptual level projections of the operating cost using estimates of staffing, equipment, and utilities from our experience on other similar projects
- Reflect a 20-year capital amortization period to provide an overall annual cost of the facility
- Translate the capital and operational costs to a range of tip fees for various operating scenarios

CLIENT RESPONSIBILITIES

- Provide cost to lease or purchase site properties
- Clarify facility sizing information, on-site activities (e.g., truck yard, maintenance yard) and waste types (e.g., include recycling buy back or not)
- Provide County or City cost for utilities
- Provide County or City wages by job classification
- Clarify if the facility will be publicly or privately owned
- Work with HDR to clarify other capital and operational assumptions

ASSUMPTIONS

- No estimated permitting or construction timeline will be provided
- Costs are assumed to planning level, equivalent to Class 5 AACE (American Association of Cost Engineers) Cost Estimate Classification System
- HDR will make reasonable assumptions on the hauling distances for transportation

DELIVERABLES

- Draft Preliminary Financial Analysis Spreadsheet with Technical Memo
- One round of comments from City/County
- Final Preliminary Financial Analysis Spreadsheet with Technical Memo

Task 2: Environmental Analysis

OBJECTIVE

A Greenhouse Gas (GHG) emissions impacts analysis will be performed for each site. HDR Services



- Perform GHG analysis for hauling and waste management scenarios

CLIENT RESPONSIBILITIES

- Provide collection vehicle and transfer truck model year and fuel type
- Clarify assumptions for collection and hauling distances

ASSUMPTIONS

- EPA truck emission factors and/or WARM (Waste Reduction Model) emission factors will be used

DELIVERABLES

- Draft GHG hauling and waste management spreadsheet with Technical Memo
- Final GHG hauling and waste management spreadsheet with Technical Memo

Schedule

Estimated durations for the key task milestones are as follows:

- Notice to Proceed (NTP) – Estimated September 10, 2021
- Draft Financial Analysis Spreadsheet with Technical Memo – October 15th, 2021
- Draft GHG Spreadsheet with Technical Memo – October 15th, 2021
- County review period – October 15th through 29th, 2021
- Final Deliverables – November 12th, 2021

Estimated Fee

Compensation for proposed services will be billed on a Time and Materials basis using the County of Mendocino 2020 Quadrennial General Solid Waste Consulting Services Agreement rate ranges list. The estimated fee for these services is not to exceed \$26,915, unless mutually agreed upon by HDR and the County.

Table 1. Team Rate Table

Staff Title	Rate
Principal in Charge / Technical Advisor	\$340 - \$374
Project Manager	\$200 - \$245
Project Engineer	\$125 - \$175
Environmental Specialist	\$95 - \$125
Project Coordinator / Accountant	\$120 - \$145



City of Fort Bragg

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

Text File

File Number: 21-571

Agenda Date: 11/8/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5E.

Adopt City Council Resolution Approving a Contract with the County of Mendocino for Funding to Operate an Extreme Weather Shelter (EWS) from November 15, 2021 to March 31, 2022
The Mendocino Coast Hospitality Center (MCHC) has operated a Winter Shelter in the Fort Bragg area for the last two years that provided shelter at local faith-based facilities during winter months. Prior to that they operated a similar shelter that was only opened during more severe winter weather on an as-needed basis. This year, MCHC announced that they would not operate the shelter. In late August, the City reached out to Redwood Community Services, Inc. (RCS) who operates the shelter facility in Ukiah, Building Bridges, to inquire whether they would be interested in providing the service this year by using motel rooms as the facility. RCS developed a proposal, which included shelter every night from November 15, 2021 to March 31, 2021, on-site supervision, housing navigator services, evening meals and covered the administrative costs of the program. The total cost of the program was \$215, 400.

The City and RCS submitted the proposal to Mendocino County Department of Social Services for possible funding. Mendocino County responded that funding for a winter shelter on the coast was limited to \$40,000 on an ongoing basis and the County was not willing to provide one-time funding for a program that was unsustainable. The revised proposal developed by the City of Fort Bragg eliminates the case management, 24-hour staffing and meals. Further, the shelter will not be available every night but only when necessitated by a severe weather event. The Police Department will provide oversight and check-in services for the shelter and the Hospitality Center will provide support on logging shelter guests in the County's Homeless Management Information System.

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING CONTRACT WITH MENDOCINO COUNTY
DEPARTMENT OF SOCIAL SERVICES FOR FUNDING TO OPERATE
EXTREME WEATHER SHELTER FROM NOVEMBER 15, 2021 TO MARCH 31,
2022 AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT**

WHEREAS, the Mendocino Coast Hospitality Center, which has operated an emergency weather shelter during winter months in the Fort Bragg area for many years announced this fall that it would no longer operate the temporary shelter facility; and

WHEREAS, for many years the local faith-based community has provided shelter to those in need by opening their churches and facilities to provide shelter from the winter weather events; and

WHEREAS, the COVID-19 pandemic has been a challenge for the faith-based organizations and the Mendocino Coast Hospitality Center to operate a shelter safely for the last two years; and

WHEREAS, Mendocino County has limited funding of \$40,000 available on an ongoing basis for a sustainable service during extreme weather events on the Mendocino Coast; and

WHEREAS, the City of Fort Bragg Police Department has agreed to coordinate with local motels to provide motel rooms to those in need of temporary shelter during extreme weather events on the Mendocino Coast; and

WHEREAS, the costs of City of Fort Bragg staff time, including the Police Department will be provided as a match for funds provided by Mendocino County;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a Contract with Mendocino County to coordinate and administer shelter at local motels during extreme weather events on the Mendocino Coast and authorizes the City Manager to execute same.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8th day of November, 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk

**Extreme Weather Shelter
Proposed Program Overview
October 29, 2021**

The City of Fort Bragg is proposing a limited extreme weather shelter for the period of November 15, 2021 or as soon thereafter as an agreement is approved, to March 31, 2022, or so long as funds are available for the shelter. Shelter will be provided to homeless individuals who meet the Mendocino County eligibility criteria on a limited basis during severe winter weather conditions or in the case of an emergency situation to ensure an individual's or family's immediate safety. Shelter will be in the form of motel vouchers issued by the Fort Bragg Police Department (PD) on a nightly basis. Individuals will be placed in double occupancy rooms unless extenuating circumstances exist, as determined by the PD. Shelter is short-term and families and individuals will be required to actively participate in housing and other case management services to qualify for shelter vouchers beyond two nights. Families and individuals who fail to provide documentation of participation in such services will not be eligible for ongoing shelter motel vouchers.

The primary way that individuals and families will provide such documentation is a completed form issued by the PD and signed off or completed by staff of the Mendocino Coast Hospitality Center (MCHC). MCHC will collect and input the data necessary to complete the Homeless Management Information System (HMIS) information and Coordinated Entry documentation. All individuals and families seeking shelter for the night during severe winter weather will check in at the Fort Bragg Police Station between 4:00 and 5:00pm or another time frame established by the PD.

Individuals and families utilizing the shelter must comply with the protocols and rules established by the PD and revised as needed. Those rules will include requirements that the individuals not be in possession of alcohol, drugs or drug paraphernalia while in the shelter. Individuals will comply with all motel requirements including but not limited to no smoking and no pet requirements. Individuals will not loiter on the motel property or in the nearby neighborhood before, during or after staying in the motel. All individuals using the shelter must "check out" and leave the motel daily as required by the rules.

The PD will monitor the motel rooms in use by the shelter through regular drive-by patrols and regular check-ins with the motel staff and management. Motel staff will be provided contact information for the PD to address any questions or concerns.

Individuals and families using the shelter vouchers must comply with COVID protocols, including weekly COVID tests (if proof of vaccination is not provided) which will be offered through Street Medicine at the Hospitality Center. Individuals with COVID symptoms or COVID exposure may not participate in the shelter voucher program until they can provide

a negative test result. Other programs may be available for individuals and families with COVID or with COVID symptoms.

The budget below is based on funding from Mendocino County of approximately \$40,000. The City of Fort Bragg will provide an in-kind match for all Administrative and Police Department staff time expended on the Extreme Weather Shelter.

Expenditure	Units	Cost	Total
Motel Vouchers (\$129/night +taxes)	248	\$146	\$36,208
HMIS Services from MCHC	30	\$40	\$1,200
Misc. Food and Service Vouchers (used only when necessary and not provided to all shelter guests)		\$1,500	\$1,500
Misc. expenses, including costs for extraordinary motel cleaning, damages, etc.		\$1,000	\$1,000
TOTAL			\$39,908

EXHIBIT A

DEFINITION OF SERVICES

- I. On June 1, 2020, the Department of Housing and Community Development released a Notice of Funding Availability for the ESG-CV, funded through the Coronavirus Aid, Relief, and Economic Security (CARES) Act passed by Congress on March 27, 2020. The ESG-CV provides funding to prevent, prepare for, and respond to coronavirus among individuals and families who are experiencing homelessness or receiving homeless assistance and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by coronavirus.

- II. CONTRACTOR shall provide the following services:
 - a. Coast Emergency Winter Shelter
 - i. Operations will commence on November 15, 2021, or as soon thereafter as an agreement is executed between the CONTRACTOR and the COUNTY, and will run through March 31, 2022 or until funding is no longer available to support the services.
 - ii. Motel voucher will be issued by the Fort Bragg Police Department during severe weather conditions or in emergency situations where it is necessary to ensure an individual or family's safety.
 - b. Provide access to shelter for individuals and families experiencing homelessness on the Mendocino Coast during severe weather conditions.
 - i. Homeless individuals will be provided motel vouchers when all other emergency shelter projects in Coastal Mendocino County are at capacity. Homeless Individuals will be expected to share a double occupancy room with a second individual, unless extraordinary conditions exist.
 - ii. Homeless families with children under the ages of 16, the elderly, and severely disabled individuals will be a priority for the motel vouchers, which will be available when all other emergency shelter projects in Coastal Mendocino County are at capacity.
 - c. Program Eligibility:
 - i. Individuals and families must meet the HUD definition of homeless as defined in 24 CFR Part 576.2 to be eligible for services.
 - d. Collect the required Homeless Management Information System (HMIS) data through a subcontractor.
 - e. Develop and maintain policies and procedures that address:

- i. Eligibility criteria for occupancy, discharge and their uniform application.
 - ii. The rights and dignity of individuals to the fair and unbiased application of rules, second changes and grievances.
 - iii. Persons served under this Agreement shall observe the rules of the program and may be required to leave the motel facility if they do not observe the rules.
 - iv. Persons who have engaged in substance abuse, violence or verbally abusive language during check-in or at any point during the stay in the motel shall be banned from the shelter.
- f. Reporting:
- i. Submit reports on client Bed Nights Served.
 - 1. Itemize number of persons receiving or denied services.
 - 2. Motel Vouchers issued.
 - 3. Detailed Expense report.
- g. Contractor shall comply with the following regulations:
- i. Federal Regulations [24 CFR Parts 91 and 576](#) and California State regulations [CCR Title 25, Division 1, Chapter 7](#).
 - ii. Department of Housing & Community Development 2020 Emergency Solutions Grant (ESG-CV) Coronavirus Notice of Funding Availability (NOFA), as found at the following link: https://www.hcd.ca.gov/grants-funding/active-funding/esg/docs/2_ESG-CV_NOFA_Signed.pdf.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions:

A. For satisfactory provision of services as defined in the Definition of Services.

Expenditure	Units	Cost	Total
Motel Vouchers (\$129/night +taxes)	248	\$146	\$36,208
HMIS Services from MCHC	30	\$40	\$1,200
Misc. Food and Service Vouchers (used only when necessary and not provided to all shelter guest)		\$1,500	\$1,500
Misc. expenses, including costs for extraordinary motel cleaning, damage, etc.		\$1,000	\$1,000
TOTAL			\$39,908

B. Upon submission of claims and reports using the COUNTY provided electronic invoice.

1. Original receipts and invoices for actual costs will need to be provided for reimbursement. This includes CONTRACTOR and subcontractor timesheets, payroll reports and paycheck stubs for all invoices that include personnel expenses.
2. Invoices must be submitted by the fifteenth (15th) day of the month for all services provided to clients in the previous month.
3. Invoices submitted ninety (90) days after the service is provided must be accompanied by a letter explaining the reason for the lateness of the invoice.
4. COUNTY will determine whether to approve or disapprove payment of late invoices.
5. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.

C. This is a one-time project and the CONTRACTOR should make not assumption of continued funding from the COUNTY for this purpose at the end of this contract period.

Payments under this agreement shall not exceed Thirty-Nine Thousand Nine Hundred and Eight dollars (\$39,908).

[END OF PAYMENT TERMS]

INVOICE & REPORTS

City of Fort Bragg – VENDOR #
2021-2022 CONTRACT NUMBER: SS #

Vendor

Send to

<p>City of Fort Bragg 416 N. Franklin Street Fort Bragg, CA 95437</p>	<p>Jesse Vanvoorhis, Program Administrator Mendocino County Social Services, Adult and Aging Services P.O. Box 839, Ukiah, CA 95482 707 463-7981 or email to: vanvoorhisj@mendocinocounty.org</p>		
Invoice for	Total Amount of Invoice		
November 2021			
Spreadsheet and Reports Required with Invoice	Report Required	Contract Number Budget Unit Account String	Amount
Motel Vouchers	1&2	SS #	\$0.00
HMIS Services			\$0.00
Food and Service Vouchers (used only when necessary and not provided to all shelter guests)	2	SS #	\$0.00
Misc. Expenses (including costs for extraordinary motel cleaning, damage, etc.)	2	SS #	\$0.00
TOTAL			\$0.00

<p>I Hereby Certify The Services Described Above Have Been Performed and No Prior Claim Has Been Presented for Said Services.</p>	<p>I Hereby Certify The Services Described Above Were Necessary for Use by the Department</p>
<p>Tabitha Miller, City Manager City of Fort Bragg _____ Date _____</p>	<p>Stephen White, Deputy Director Adult and Aging Services _____ Date _____</p>

**City of Fort Bragg
Report 1 - Vouchers Issued**

November 2021

Report 1	Fill in All Areas in Yellow		
Motel Vouchers Provided	Number of Persons	Number of Nights	Voucher Dollars
Adults 59 or Less	0	0	\$0.00
Adults 60 and Over	0	0	\$0.00
Children Under 18	0	0	\$0.00
Adults 59 or Less with Children Under 18	0	0	\$0.00
Adults 60 and Older with Children Under 18	0	0	\$0.00
Total	0	0	\$0.00

Number Denied Shelter		
Adults 59 or Less	0	Total Number of People 0
Adults 60 and Over	0	
Children Under 18	0	
Adults 59 or Less with Children Under 18	0	
Adults 60 and Older with Children Under	0	

HMIS	
Number of Persons Entered into HMIS	0

REPORT 2: DETAILED FINANCIAL REPORT

City of Fort Bragg

November 2021

Component	Sub-Component	Direct Amount	Indirect Amount	Total Amount	*Mandatory Narrative
Emergency Shelter		\$0.00	\$0.00	\$0.00	
	Essential Services	\$0.00	\$0.00	\$0.00	
	Case Management		\$0.00	\$0.00	
	Transportation		\$0.00	\$0.00	
	PPE		\$0.00	\$0.00	
	Operations	\$0.00	\$0.00	\$0.00	
	Supplies (include food here)		\$0.00	\$0.00	
	Other Shelter Costs (include motel/hotel room costs here)		\$0.00	\$0.00	Please describe expenses here
Homeless Management Information System (HMIS)		\$0.00	\$0.00	\$0.00	
	Hardware, Equipment and Software Costs	\$0.00	\$0.00	\$0.00	
	Hardware		\$0.00	\$0.00	
	Equipment		\$0.00	\$0.00	
	Software		\$0.00	\$0.00	
	Staffing, Salaries for Operating HMIS		\$0.00	\$0.00	
TOTAL		\$0.00	\$0.00	\$0.00	



City of Fort Bragg

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

Text File

File Number: 21-574

Agenda Date: 11/8/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5F.

Adopt City Council Resolution Approving Professional Services Agreement with ASA Analysis & Communication, Inc. for Design Concepts and Cost Estimates Associated with Development of Municipal Ocean Water Intake/Discharge Infrastructure and Authorizing the City Manager to Execute Contract (Amount Not to Exceed \$90,800; Account No. 334-5060-0630)

The U.S. Department of Commerce's Economic Development Agency (EDA) invested CARES Act funding to help the City of Fort Bragg develop a strategy for economic diversification. Because coastal resources are one of our region's greatest assets, the City is exploring how opportunities within an emerging "Blue Economy" could transform our local economy, while nurturing our coastal environment. The World Bank defines the Blue Economy as "the sustainable use of ocean resources for economic growth, and improved livelihoods and jobs, while preserving the health of marine and coastal ecosystems." It is an innovative sector, encompassing a broad range of activities related to climate change, fisheries, renewable energy, transport and tourism within the context of healthy marine ecosystems. Several potential opportunities rely on an ability to access ocean water, such as aquariums and aquaculture - both small scale, land-based commercial aquaculture and restorative aquaculture to mitigate environmental issues.

The City is utilizing Community Development Block Grant (CDBG) funding in the amount of \$100,000 for professional services to develop design concepts and cost estimates for municipal ocean water intake/discharge infrastructure. The City released a Request for Proposals (RFP) and received six timely responses from qualified firms. Staff determined ASA Analysis & Communication is best suited for the task.

Att. 1 - Resolution

Att. 2 - Contract

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING PROFESSIONAL SERVICES AGREEMENT WITH ASA
ANALYSIS & COMMUNICATION, INC. FOR DESIGN CONCEPTS AND COST
ESTIMATES TO ESTABLISH MUNICIPAL OCEAN WATER
INTAKE/DISCHARGE INFRASTRUCTURE**

WHEREAS, the City of Fort Bragg (“City”) is exploring how a strategic focus on the development of Fort Bragg’s ocean resources and Blue Economy opportunities could transform our regional economy and drive regional economic growth; and

WHEREAS, the City applied for and received Community Development Block Grant (CDBG) funding in the amount of \$100,000 for Mill Site planning activities; and

WHEREAS, the City released a Request for Proposals seeking qualified firms interested in working with the City to prepare a technical analysis, including design concepts and cost estimates for development of municipally owned ocean water intake/discharge infrastructure; and

WHEREAS, the City received six timely responses from qualified firms; and

WHEREAS, staff determined that ASA Analysis & Communication, Inc. was the most suitable firm for the project; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a professional services agreement with ASA Analysis & Communication, Inc. for design concepts and cost estimates to establish municipal ocean water intake/discharge infrastructure and authorize the City Manager to execute contract (amount not to exceed \$90,800; Account No. 334-5060-0630).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8th day of November, 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
ASA ANALYSIS & COMMUNICATION, INC.**

THIS AGREEMENT is made and entered into this ___ day of November, 2021 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and ASA ANALYSIS & COMMUNICATION, INC., a New York corporation, 383 Plattekill Road, Marlboro, NY 12542 (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide technical analysis for development of infrastructure to intake and discharge ocean water from the former Georgia Pacific Mill Site as more fully described herein; and

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

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

D. WHEREAS, the legislative body of the City on November 8, 2021 by Resolution No. [REDACTED] authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

its discretion has the right to:

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

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

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

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

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

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

Agreement.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's total compensation shall not exceed **Ninety Thousand Eight Hundred Dollars (\$90,800.00)**.

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by **November 9, 2022**. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on **February 9, 2023** unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:
Radhika deSilva, PhD, PE
ASA Analysis & Communication, Inc.
383 Plattekill Road
Marlboro, NY 12542
Tel: 215-470-2103

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

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

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

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

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

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

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files

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

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

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

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

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent

this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

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

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

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

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

CITY

CONSULTANT

By: _____
Tabatha Miller
Its: City Manager

By: Radhika deSilva
Radhika deSilva, PhD., PE
Its: President

ATTEST:

By: _____
June Lemos, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

7. SCOPE OF WORK

Based on the RFP, the ASA Team understands that the goal of this initial effort is to identify a few intake and outfall concepts for internal and limited external discussion. The more promising concepts would be refined at a later stage, and one would ultimately be fully designed, permitted, and constructed. The intent of the overall effort is to redevelop the former Georgia Pacific Mill Site by installing an Ocean Water System to support a marine-based economic development strategy. The preliminary concepts need to meet the culture at Fort Bragg, be permittable, constructable, and cost-effective to build and maintain.

The ASA Team has worked on many water intake and outfall projects, large and small, across most of the United States, with particular experience in California. We are familiar with intake and outfall technologies, constructability issues, and California requirements. We will bring our toolkit with us to the kickoff meeting (but not preconceived notions), listen to the City and other project stakeholders, explain the various challenges, and help craft a framework for the work that needs to be done. The ASA Team can assist the City from concept to detail design to preparing and bidding construction documents and overseeing construction.

7.1 TASK 1 - PROJECT MANAGEMENT

The ASA Team will manage this project efficiently and in close coordination with the City's designated point of contact Ms. Sarah McCormick. The ASA Team point of contact will be Mr. Dan Giza who will be responsible for providing quality control of the work products, maintaining the agreed-upon schedule, and remaining in frequent contact with the City during the course of this effort. His mastery of the technical matter, organizational skills and personality will aid in the project team's success and bring value to the project.

7.1.1 Kick Off Meeting and Site Visit

The ASA Team will participate in a kickoff meeting with the City to identify the drivers for this project, beyond what's provided in the RFP. The site visit and kick off meeting will allow the ASA Team and the City to develop the defining goals and project criteria. These project criteria would include refining the size of the water intake and outfall; approximate location of the intake; the likelihood of repurposing the former Georgia Pacific intake (if one exists); the advantages and disadvantages of using the existing City wastewater treatment outfall and the certainty that the excess capacity would not be needed; realistic costs and schedule for the effort. The ASA Team will work with the City to identify key stakeholders (including regulatory agencies) who may be invited to participate at a later stage; applicable biological and water quality criteria; and discuss which of California's regulatory requirements may be applied (e.g., desalination facilities must evaluate the feasibility of a subsurface intakes).

This would be a working session with the ASA Team facilitating the discussion. After the group identifies key project drivers, the ASA Team will help City staff and decision makers to group the project criteria into 'required' and 'preferred' categories. The intention is to incorporate all the 'required' elements and as many 'preferred' elements as possible in the design.

The ASA Team assumes that the site visit would include a review of the potential intake locations under consideration, walking the general intake pipe route and the discharge pipe route, and the existing City outfall. The kickoff meeting and site visit would be very productive if the group could together review the former Georgia Pacific intake drawings; and the City's outfall drawings, design bases for each and existing NPDES permit.

7.1.2 Refine Work Plan

The Scope of Work (Section 7 of this proposal) would be used as the preliminary Work Plan, and would be revised, as needed, following the kickoff meeting, site visit, and input from City personnel.

7.1.3 Provide Grant Required Documentation

The ASA Team Project Manager (Mr. Giza) will work with City staff to identify requisite documentation for the grant. This task would be completed soon after authorization to proceed so that ASA and TWB financial databases could be setup in a way to support those requirements.

7.2 TASK 2 - EVALUATION OF TECHNICAL INFORMATION

This initial production step is key to a cost-effective, timely, and feasible project. The ASA Team will work with the City to set up an appropriate framework for the overall project.

7.2.1 Review Pertinent Documents

After having reviewed the pertinent information from the site visit and kick off meeting (e.g., as-built and design drawings, design basis documentation), the ASA Team will continue to review existing studies, reports and development plans, and applicable permitting documents to further define project constraints. All existing technical information can be housed on a file sharing site (i.e., Microsoft SharePoint or equivalent) to aid in the efficient transfer of information between the ASA Team and the City.

The ASA Team will also identify additional information such as applicable NOAA charts that would provide preliminary bathymetric data; NOAA tidal information; and preliminary offshore and onshore subsurface information from local projects.

7.2.2 Analysis and Sketches

In this step, the ASA Team will preliminarily size the intake, piping, and connection to the existing outfall. The team will develop several conceptual schematics. At this stage, the ASA Team will use existing bathymetric and tidal data from NOAA, and subsurface information to preliminarily assess relevant types and depths of intake that may be workable at this location; and pipe installation methods and depths that may be constructable. The ASA Team will develop up to three concepts. The evaluation will incorporate best practices such as designing for reduced sedimentation, low O&M costs (e.g., energy efficiency), etc., when calculating preliminary pipe and pump sizes. The ASA Team will also work with the City to assess the need, and pros and cons of onshore water storage (i.e., above or below ground water tank).

California's State Water Resources Control Board has specific intake requirements for various industries including the biggest withdrawers of seawater – thermal power generation and seawater desalination. The most recent of these regulations was developed for seawater desalination industry as an amendment to the California Ocean Plan (often referred to as the Ocean Plan Amendment or OPA) and the expectation is that those criteria are likely to be applied to the intake being proposed by the City. The OPA requires that a potential permittee first demonstrate that a subsurface intake is infeasible prior to pursuing a surface water intake. In order to meet this requirement, the ASA Team will develop one or two subsurface intake concepts (in addition to the three surface water intakes). If the subsurface intake appears to be feasible after initial screening, the ASA Team and the City would need to reconvene to reassess the path forward. The remainder of the scope presented here assumes that a subsurface intake would be infeasible.

The RFP suggested modeling, which the ASA Team can certainly support. Based on the team's work elsewhere, we have learned that modeling is more suited for the feasibility phase. Modeling needs to represent conditions that would immediately surround the intake and outfall. The exact location of the intake may not be fully identified until the feasibility phase.

Using the City wastewater treatment plant's NPDES permit and local and EPA Region 9 requirements, the ASA Team will outline preliminary discharge water quality requirements for potential lessees of the Ocean Water System being proposed.

After the City's review of the concepts, the ASA Team will revise/refine the schematics as-needed and develop a Class 4 cost estimate and preliminary relative schedule. Such an estimate is meant to be accurate to within -30%/+50%. The relative schedule would begin to identify durations for key tasks, but would not assign specific dates.

A risk matrix would be developed during this stage and would play an important role in the next phase of work. Working collaboratively with the City, the ASA Team will identify potential project risks, and then group the risks by probability and consequences. For high-risk (high probability and significant consequences), the ASA Team will identify potential mitigation measures. Mitigation measures might identify the need for additional studies such as benthic surveys, entrainment analysis, water quality surveys, ambient current monitoring, bathymetric surveys, land surveys, soil studies, geotechnical studies, hydraulic modeling, financing, etc. These studies should be conducted only after the location and size of the intake are known with reasonable certainty. The budgetary cost of these studies would also be included in the cost estimate.

The ASA Team will develop a preliminary presentation of the schematics and findings to present at the October symposium (Fort Bragg & A Blue Economy). The project evaluation method can be tweaked based on comments and input received on the presentation at the symposium, and incorporated in the draft report.

7.3 TASK 3 - DRAFT REPORT

The ASA Team will prepare a draft report for the City's review. Unless requested otherwise, the draft report would be structured as follows:

1. Project need
2. Project criteria grouped by 'required' and 'preferred'
3. Preliminary project constraints grouped under permitting, social, construction, financial, access, O&M, etc.
4. Description and schematic drawings of the subsurface intake, and explanation of infeasibility (if the analysis in Task 2 determines that subsurface intake is infeasible)
5. Descriptions and schematic drawings of the three surface water intake concepts, pipe size and route, onshore storage and pumping (if applicable), discharge pipe size and route, and potential connection point to the existing outfall
6. Overview of risks and potential mitigation measures
7. Recommended studies for the feasibility evaluation phase
8. Relative schedules for the three concepts
9. Class 4 cost estimates for the three concepts, and associated key assumptions; the budgetary cost of additional studies would also be included here considering that this screening study is the first step of a much larger effort and the results of the screening

step would be utilized to apply for grants to complete subsequent project steps like additional studies, engineering design/specifications, and construction

10. Summary

7.4 TASK 4 - FINAL REPORT AND PRESENTATION

Following the City’s review of the concepts and report, the ASA Team will incorporate comments and finalize the report for broader distribution. The ASA Team will also prepare a presentation that captures the message in the report, and deliver the presentation up to three times via webinar to potential stakeholders; if the City so requires, the presentation may be delivered in-person (the cost of in-person delivery is not included here). The ASA Team will collate stakeholder information at the various meetings. This would conclude the scope of work for this phase (concept screening phase).

During the next phase of work (feasibility phase), the ASA Team would help the City evaluate the various comments, group them thematically and then prioritize the comments in each group. The ASA Team will help the City assess which of the comments need to be incorporated into the design, and how. Other potential feasibility phase tasks (for the next phase of work) are listed in Section 6.

8. BUDGET AND SCHEDULE OF CHARGES

8.1 BUDGET AND ASSUMPTIONS

The ASA Team budget to complete the above scope of work will be billed on a time and materials basis for a not-to-exceed price as provided in Table 8-1. In addition to the assumptions and basis of costs described in the previous sections of this proposal, the ASA Team budget also assumes the following:

1. The price provided in Table 8-1 will be invoiced monthly. The ASA Team is prepared to discuss other payment schedules should the City so desire.
2. The ASA Team will not exceed the total cost proposed without prior written authorization from the City. Out-of-scope tasks not covered herein, will require that a mutually-agreed upon contract amendment be issued.
3. The ASA Team will not be held to task specific budgets, allowing savings realized under a given task to help cover any potential exceedances on other tasks (including labor, travel and direct expenses).
4. The City will provide the Task 7.1.3 pertinent documents, existing studies, and site maps in a timely manner, per the request for information (RFI) that the ASA Team will develop and distribute within a week of notice to proceed.
5. All data and documents provided by the City will be correct, current, and would be identified as such or not, at the time of transmittal to the ASA Team.
6. Costs assume that there will be a single round of consolidated City comments on the draft report prior to finalizing.
7. Up to three ASA Team members will attend the kick-off meeting in-person. Additional staff may call-in. Key decision-makers from the City would be in attendance to convey primary drivers for the project and provide direction at the very outset.
8. If the preliminary subsurface intake evaluation finds that such an intake is feasible, then the ASA Team would reconvene with the City to modify the project plan as appropriate. Such a modification may include additional studies of the subsurface intake, which could ultimately result in finding that a subsurface intake is in fact infeasible.
9. The ASA Team will deliver the project presentation to up to three audiences/stakeholders of the City's choosing via webinar. If the City requires that the presentation be in-person, project scope and budget will be adjusted accordingly.
10. The budget and schedule presented herein assumes that the ASA Team would be awarded the full scope described in the RFP. If the ASA Team were awarded only a fraction of the scope, then ASA Team would be afforded the opportunity to resubmit a budget and schedule for the scope assigned to the ASA Team.
11. Staff knowledgeable on the existing City outfall and preferably the Georgia Pacific site and intake would be available to answer questions during the site visit.
12. All ASA Team deliverables will be distributed to the City electronically (i.e., via email and/or via file sharing site).

Table 8-1. Pricing for each task for the City of Fort Bragg Intake and Discharge Analysis. Pricing is based on time and materials.

Task	Hours	Cost
Task 1 – Project Management	109	\$17,800
Task 2 – Evaluation of Technical Information	291	\$47,500
Task 3 – Draft Report	116	\$14,800
Task 4 – Final Report and Presentation	79	\$10,700
Total	595	\$90,800

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



City of Fort Bragg

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

Text File

File Number: 21-573

Agenda Date: 11/8/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Scope of Work

Agenda Number: 5G.

Approve Scope of Work for the Request for Proposals for Engineering and Design Services for the 2022 Streets Project

The 2022 Streets Project is a combination of three projects programmed in the City's 2021-2025 Capital Improvement Program (CIP). City staff determined that joining several smaller projects into one large project is administratively more efficient than trying to process multiple small projects at the same time. The streets rehabilitation project consists of three components as described in the Request for Proposals (RFP).

This project will rehabilitate pavement of up to eight (8) streets throughout the City and incorporates the previously programmed street striping project, bollard installation, and crosswalk rehabilitation in the downtown pedestrian core. Since this streets project includes rehab of much of Franklin Street including the Central Business District corridor and striping, the stamped crosswalks project previously programmed in the five-year CIP look ahead needed to be including into the scope. Rehabilitating the stamped asphalt crosswalks in downtown will ensure their long-term viability. Many of the crosswalks were last rehabilitated in 2012 and are now showing signs of wear and are ready for another round of rehabilitation. The project is funded with a combination of sources including the Local Partnership Program (LPP) of SB-1 (\$600,000) and D1 RSTP (\$206,405) Street Sales Tax (\$1,270,595).



CITY OF FORT BRAGG

REQUEST FOR PROPOSALS FOR ENGINEERING AND DESIGN SERVICES FOR THE 2022 STREETS REHAB PROJECT, STREET STRIPING, AND BOLLARD INSTALLATION

The City of Fort Bragg is seeking proposals from qualified engineering consultants interested in contracting with the City of Fort Bragg to prepare complete construction documents for a street rehabilitation project including additional locations for street striping and bollard placement.

SCOPE OF WORK

Project Description

- 1. Street Rehabilitation.** The City has identified approximately one (1) mile of City streets that are scheduled for rehabilitation through the use of either overlay, dig-out repair, or full depth reconstruction. The design documents for this segment of the work shall include repair strategies for all eight (8) locations shown in (**Figure 1**) including sidewalk as needed for ADA compliance. The locations are based on priorities identified in the “City of Fort Bragg – 2017 Pavement Management Program Update” and other staff identified problem areas. All locations are based on priority need, resources, and funding.
- 2. Street Striping.** The city’s existing pavement markings need replacing in many locations (**Figure 2**); these will be replaced by thermoplastic and raised pavement markers. Nine (9) streets have been identified for such work. The street striping component of this project will remove and place all markings, decals, raised markers, and word pavement markings on approximately 3.5 miles of streets. The selected streets include arterials, collectors, and safe routes to school.
- 3. Bollard Placement.** A simple, effective, inexpensive way to tame and separate traffic, protect pedestrians, limit vehicle access and test roadway design. Bollards are a simple engineering tool to protect pedestrians and cyclists from vehicles, and designate pedestrian areas by blocking vehicular access while allowing pedestrians and cyclists to enter freely. The City wishes to install bollards in the downtown Central Business District (**Figure 3**) and is looking for a safe design which will facilitate the goals of the City while ensuring public safety access.

Project Background, Purpose, and Need

Project Component 1) Street Rehabilitation

As described in the “City of Fort Bragg – 2017 Pavement Management Program Update” (PMP), the City has implemented a multi-year street rehabilitation and maintenance program.

Using the Pavement Condition Indices developed in the PMP, the selected locations for pavement include a combination of arterial streets in good condition which are anticipated to have a lower cost to maintain in “good” condition as well as several streets that are already “failed” requiring full reconstruction. One street (West Fir St.) has design documents as it was an unfunded alternate from the 2019 Streets Project. In general, most of the project road segments selected for this project have received only nominal maintenance due to ongoing funding constraints and have been identified in the PMP as most in need. The one exception is Franklin Street, which is our busiest local street and is due for maintenance overlay to maintain its relatively good condition. The rehabilitation of the selected streets will restore a little over one mile of City streets. The City of Fort Bragg is in a period of stable population; significant growth is not expected at this time. The City’s streets have adequate capacity. The project will rehabilitate 5,730 linear feet of city street pavement. The proposed project includes significant removal and replacement of pavement on the selected streets, a plan to restore the curb and gutter in areas where it has failed or is nonexistent, and the installation of several new standardized ADA curb ramps. Approximately 250 homes and businesses will directly benefit from this project’s implementation.

Project Component 2) Street Striping

On paved roads, road surface marking is essential in conveying direction and guidance to drivers and pedestrians. The uniformity of these markings and striping is absolutely imperative in avoiding confusion that can cause hazardous accidents. The standardization of these official road markings is a responsibility carried across all borders to help motorists and pedestrians understand the language of the road wherever they may be. In specified areas near schools and main thoroughfares where pavement condition has been maintained but markings have faded over time, it is important to maintain these markings. Today, road markings and striping continue to serve a very important role in daily traffic flows and road designations. Not only do they promote navigational ease and efficiency, they also enforce road safety and environmental awareness among many drivers and pedestrians.

City staff has prepared a GIS shape file which includes all the marking types, locations, and recommended treatments for this component of the project. The primary function of the Design Engineer will be to check and incorporate the city prepared documents into the plan sets prepared for the project. Additionally, several of the locations originally scheduled for street striping overlap with locations now scheduled for pavement treatment, so the striping plan for some of the locations referenced in component 1 street rehab are covered by this city staff work done to date.

Project Component 3) Bollard Placement

The Central Business District (CBD) is the hosting area for many temporary pedestrian-centric activities such as the Farmers Market, Parades, Car Shows, and other events, and the City desires a temporary way to demarcate this area in an effective, safe, functional way to ensure vehicular circulation is appropriately designated around the area. Currently the City uses a combination of human patrolled intersections and temporary A-frames to block off sections of the CBD, in an effort to reduce potential dangers to pedestrians and allow them to give their full attention to the event and their surroundings, the City is requesting design of temporary/removable bollard placement to provide that extra layer of protection pedestrians need. With the help of bollards in the area, the police personnel needed would be greatly reduced allowing more City patrol during these event times.

Figure 1- Street Rehab



Street Rehab 2022

Figure 2- Street Striping

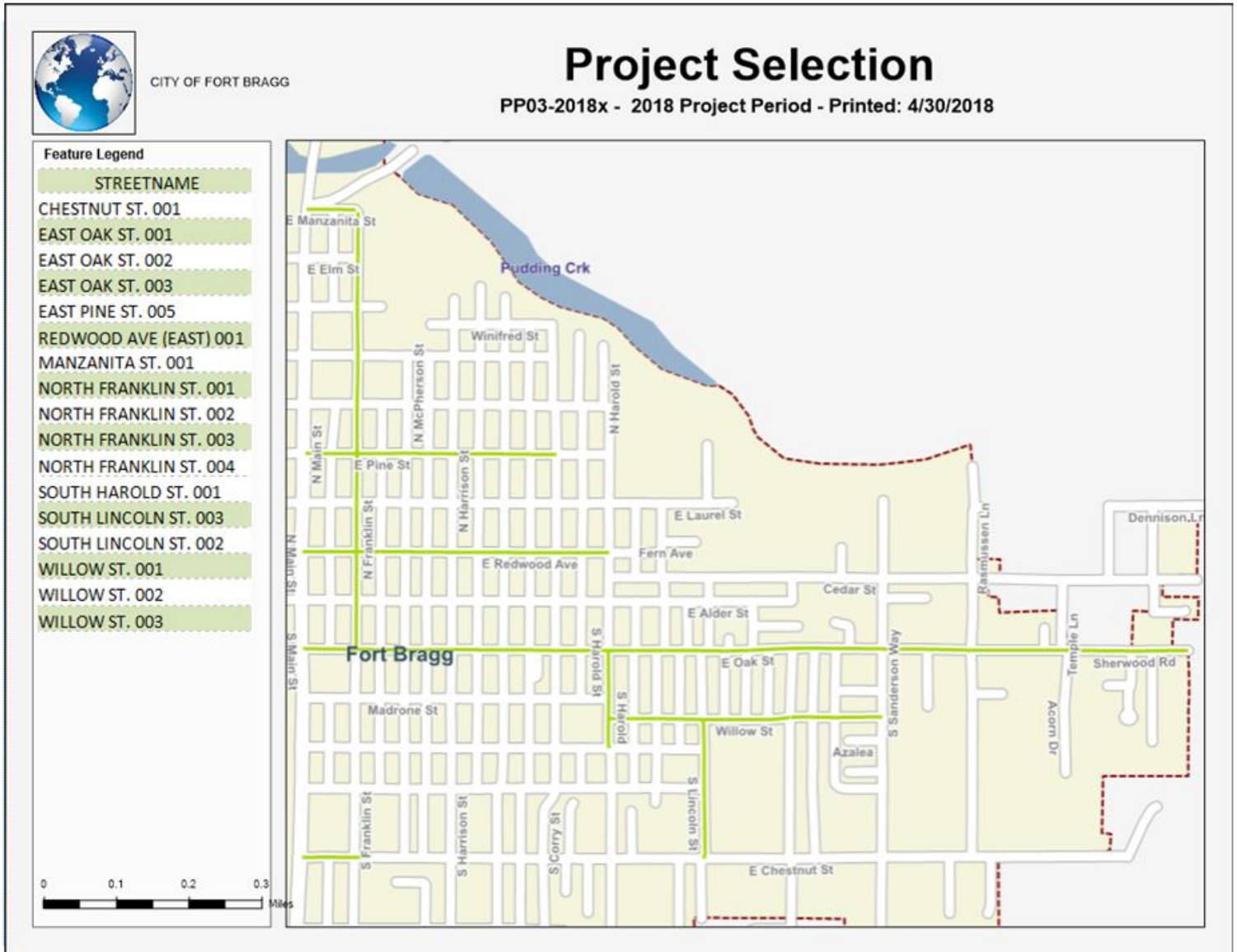


Figure 3- Bollard Placement



Design Notes

As always, a key element of the project should include an investigation into design options aside from those listed in Figure 1 and alternate construction methods for each location that will maximize the longevity of the streets, while considering our financial limitations.

The project shall be designed utilizing approved City of Fort Bragg Standard Specifications in combination with the most current Caltrans Standard Specifications where applicable. The City will provide maps of its existing underground infrastructure (water, stormwater, and wastewater), maintenance holes, water meters, existing street striping documents mentioned above, and existing specs for specialty stamped crosswalks and existing bollards as available. As is typical, mapping may be incomplete or incorrect.

This contract consists of the following tasks:

1. Project Management

- A. Up to three (3) meetings with City staff for information gathering, review and approval of contract plans and specifications, and general coordination with the City staff during all phases of the work.
- B. Field work to determine topography, elevations, stationing, limits, and quantities for construction. Survey data shall be detailed enough to accurately predict and preserve drainage and linear connections between adjacent private properties and existing sidewalks, streets, and alleys. Special attention will be required to capture drainage issues including cross drains and under sidewalk drains.
- C. Coordination with City-forces potholing of locations where utility conflicts are probable based on existing data. Potholing data shall be used to design the relocation of shallow and conflicting utilities.
- D. Project shall be designed to meet Post Construction Stormwater Management Measures established by the Phase II Municipal Separate Storm Sewer System (MS4) and/or the State Construction General Permit (CGP) as appropriate.

2. Plans, Specs and Estimates

- A. Investigation and preparation of a memo or report including recommendations for alternate designs to increase facility longevity and ease of construction, including an engineer's cost estimate for rehabilitation of all locations prior to the start of plan preparation.
- B. Preparation of construction specifications containing State and local requirements and contract language that meets labor compliance provisions. The City shall prepare the contract portion of the bid documents, and the consultant shall prepare the technical specifications and special provisions sections.
- C. Preparation of plans, technical specifications and engineer's estimate for construction. Deliverables shall include 60% design; 90% design, and 100% final plans and specifications complete and ready to bid for construction.
- D. The 100% deliverable shall include one (1) stamped and signed original set of plans and two (2) copies of plans and technical specifications. Project shall be designed utilizing approved City of Fort Bragg Standard Specifications where applicable.
- E. Submittal of an electronic copy of all finished products and deliverables in pdf, AutoCAD, Microsoft Word, and/or Excel (as applicable).
- F. Preparation of cost estimates for construction and alternates. Unit prices on individual items shall incorporate bid results for recent local projects.

- G. Coordination and approval/clearance through the State Architect's Office for final plans and specifications as needed.

3. Bid Period Services and Construction Support

- A. Completion of PS&E construction documents in a timely fashion to allow advertisement for construction in late spring for competitive bidding environment.
- B. Provide support to staff during the bid advertisement period as it relates to bidders' questions and the preparation of technical or design-related addenda as needed. This is anticipated to include one round of contractor-generated questions.
- C. Construction support services. These services are expected to be minor and incidental, as the City typically hires a Construction Management firm, however there is a small budget included for question, answer, and minor plan amendments to address unknowns and compare solutions throughout the construction phase.

RFP Schedule

RFP Release	November 09, 2021
Deadline for Written Questions	November 23, 2021
Proposals Due	December 03, 2021 – 2:00 p.m.
Selection	December 13, 2021

PROPOSAL SUBMITTAL REQUIREMENTS

- 1. Proposers should send a complete digital proposal, collated into one PDF document, three (3) printed copies of the completed proposals and cost bid so that it is received by the City no later than 2:00 p.m. on December 3, 2021 to:
City of Fort Bragg
Attention: June Lemos, CMC, City Clerk
416 North Franklin Street
Fort Bragg, CA 95437
jlemos@fortbragg.com
- 2. Format: Printed proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper with removable bindings, bound in a single document and organized in sections following the order specified under Contents.
- 3. Contents: Proposal shall contain the following information:
 - A. Firm Description
Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.
 - B. Relevant Experience
Describe relevant experience designing street construction projects and preparing technical specifications for public works projects for other public agencies.
 - C. Key Personnel Qualifications
Identify key personnel who would work on the project as assigned, their respective roles, and a synopsis of relevant experience.
 - D. References
List of public agencies or clients for whom similar work has been performed, with the name, title and phone number of a contact person. The City may request a copy of a similar report prepared previously by the firm for another agency.

- E. Scope of Work
Provide an explanation of tasks associated with the project, including how you propose to complete each task.
- F. Budget and Schedule of Charges
Provide a “Not to Exceed” amount and a list of Personnel Rates, Equipment Charges, Travel Reimbursement Costs, and Job Descriptions for Personnel. Please be aware that prevailing wage rates apply to preconstruction work, such as inspection and land surveying, for public works projects.
- G. Work Schedule
Provide a time schedule for completion of work.
- H. Insurance
The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Section 5.0 of Exhibit A which is attached hereto and incorporated by reference herein. Any requests for reduction in the insurance amount shall be included in the proposal. The cost of such insurance shall be included in the consultant’s proposal.
- I. Consultant Agreement
The City’s standard consultant services agreement is attached as Exhibit A. Please identify if your firm would have any issues with the provisions of the City’s standard consulting services agreement. All requests for amendments to language in the agreement **must** be included in the proposal.

EVALUATION CRITERIA

Proposals will be evaluated on the basis of the following criteria:

- Understanding of the work to be completed
- Experience with similar kinds of work
- Capabilities and resources of the firm
- Qualifications and experience of project personnel
- Schedule for completion of work

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the course of the selection process.

Proposals will be reviewed and evaluated by the City of Fort Bragg and a recommendation for award of contract will be presented to the Fort Bragg City Council.

OTHER CONSIDERATIONS

The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Fort Bragg reserves the right to negotiate with any qualified source or to cancel, in part of or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

QUESTIONS

Questions should be directed to:

Chantell O'Neal
City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437
(707) 961-2823 ext. 133
Email: coneal@fortbragg.com

ATTACHMENTS

Exhibit A – City's standard Professional Services Agreement



City of Fort Bragg

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

Text File

File Number: 21-572

Agenda Date: 11/8/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5H.

Approve Minutes of October 25, 2021



City of Fort Bragg

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

Meeting Minutes City Council

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

Monday, October 25, 2021

6:00 PM

Town Hall, 363 N. Main Street

CALL TO ORDER

Mayor Norvell called the meeting to order at 6:01 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

Mayor Norvell announced that he was combining Items 8F and 8G and moving them before Item 8D.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. [21-539](#) Introduction of New Employees: Rory Beak, Police Officer; Nancy Ugrin Bond, Grant Manager; Emma Compa, Police Services Transporter; Erik Filosi, Part-time Laborer; Jarod Frank, Police Officer; Alexandria Frazer, Finance Technician I; Kevin Locke, Assistant Planner; Antoinette Moore, Community Services Officer; Sarah Peters, Administrative Assistant - Community Development; Lacy Peterson, Finance Technician I; Adriana Moreno Ramos, Finance Technician I; Ezra Rinesmith, Maintenance Worker II; Valerie Stump, Code Enforcement Officer; Brandon Wilbur, Maintenance Worker I - Janitor

City Manager Miller introduced Nancy Bond from Administration. Public Works Director Smith introduced Erik Filosi, Brandon Wilbur and Ezra Rinesmith from Public Works and Sarah Peters, Valerie Stump and Kevin Locke from Community Development. Finance Assistant Director Whippy introduced Adriana Moreno Ramos, Alexandria Frazer and Lacy Peterson from Finance. Chief Naulty introduced Rory Beak, Emma Compa, Jarod Frank, Antoinette Moore and Deeann Garcia from the Police Department.

1B. [21-544](#) Presentation of Proclamation Celebrating Soroptimist International for 100 Years of Service to Women and Girls

Councilmember Albin-Smith read the Proclamation honoring Soroptimist International and

introduced Lorraine Murphy, Joann Frazer and Jan Michaelson of the local Soroptimist service club.

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

(1) Jay McMartin Rosenquist. (2) None. (3) N/A.

3. STAFF COMMENTS

City Manager Miller said the Trunk or Treat event at the CV Starr Center will be held at 5:30 PM on October 31. She noted that the Stage 2 Water Warning restrictions have been rescinded. The Police Department located both the vehicle and driver involved in a recent pedestrian hit and run accident. Public Works Director Smith reported that the desalination unit is up and running and that the biosolids dryer is expected to be shipped on October 27.

4. MATTERS FROM COUNCILMEMBERS

Councilmember Albin-Smith reported that the Senior Center needs drivers, dining room workers and thrift store staff; interested persons can apply at the Senior Center. She requested that the City place a plaque outside Town Hall commemorating the library that burned down. Mayor Norvell reported that the City hopes to have a plan for a winter shelter in place by November.

5. CONSENT CALENDAR

Approval of the Consent Calendar

A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, to approve the Consent Calendar. The motion carried by the following vote:

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

5A. [21-494](#) Appoint Carolyn Schneider to the Mendocino County Library Advisory Board

This Appointment was approved on the Consent Calendar.

5B. [21-536](#) Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4455-2021

5C. [21-553](#) Adopt City Council Resolution Approving a First Amendment to Professional Services Agreement with Burlington Associates in Community Development, LLC to Assess Feasibility of Establishing a Community Land Trust and Authorizing City Manager to Execute Same

(Amount Not to Exceed \$60,000: \$40,000.00 from Account No. 329-4873-0755 and \$20,000 from Account No. 329-5078-0630)

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4456-2021

- 5D.** [21-554](#) Adopt City Council Resolution Authorizing the City Manager to Execute the Certificate of Acceptance of an Offer of a 14-Foot-Wide Public Right of Way dedication for South Sanderson Way from Sean Pyorre and Renee Pyorre

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4457-2021

- 5E.** [21-555](#) Adopt City Council Resolution Authorizing Submission of Whale Tail Grant Application Seeking Funding from the California Coastal Commission

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4458-2021

- 5F.** [21-556](#) Adopt City Council Resolution Rescinding the City of Fort Bragg's Stage 2 Water Warning Declaration

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4459-2021

- 5G.** [21-557](#) 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 4460-2021

- 5H.** [21-561](#) Receive and File City Council Report on Actions Following Adoption of Interim Urgency Ordinance Placing a 45-Day Moratorium on the Approval of Applications for a Cannabis Dispensary in the Inland Zoning Area

This Report was accepted on the Consent Calendar.

- 5I.** [21-542](#) Approve Minutes of Special Closed Session of October 4, 2021

These Minutes were approved on the Consent Calendar.

- 5J.** [21-545](#) Approve Minutes of October 12, 2021

These Minutes were approved on the Consent Calendar.

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

Mayor Norvell and Councilmember Rafanan disclosed conversations with members of the

public and business owners regarding some of the cannabis-related items on the agenda.

7. PUBLIC HEARING

8. CONDUCT OF BUSINESS

- 8A. [21-558](#)** Receive Report and Consider Adoption of Urgency Ordinance No. 973-2021 Rescinding Interim Ordinance No. 964-2021 Placing a Moratorium on the Approval of Applications for Formula Businesses

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

Public Comment: None.

A motion was made by Vice Mayor Morsell-Haye, seconded by Councilmember Peters, that this Urgency Ordinance be adopted by title only, waiving the 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

Enactment No: ORD 973-2021

- 8B. [21-559](#)** Receive Report and Consider Introducing by Title Only and Waiving the First Reading of Ordinance No. 974-2021 Rescinding Interim Ordinance No. 964-2021 Placing a Moratorium on the Approval of Applications for Formula Businesses

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

Public Comment: None.

A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, that this Ordinance be introduced by title only, waiving the 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

- 8C. [21-560](#)** Receive Report and Consider Adoption of City Council Resolution Authorizing City Manager to Execute Contract Amendment with DakaDesign, LLC for Network Security Consulting Services, Increasing the Amount of the Contract by \$50,000, Total Contract Amount Not to Exceed \$60,000 (Account No. 521-4394-0384); and Approving Budget Amendment 2022-10 to Appropriate \$110,000 from the I.T. Internal Service Fund for I.T. Network Equipment, Software, Temporary Part-time Assistance and Contract Consulting Services

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

Public Comment: None.

Discussion: Council consensus was that network security is a priority and this is money well spent.

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 4461-2021

- 8F. [21-550](#)** Receive Report and Provide Direction to Staff on Whether the City Should Establish a Limit on the Total Number of Cannabis Dispensaries Allowed in the Central Business District or Other Commercial Districts

Mayor Norvell announced that the meeting will end at 9PM and any remaining agenda items will be continued to a future Council meeting.

Associate Planner Gurewitz summarized the combined staff reports for Items 8F and 8G. Public Comment was received from Jay Koski, Susan Juntz, Andrew Jordan, Brandy Moulton, Jacob Patterson and Jay McMartin Rosenquist.

Discussion: Councilmembers deliberated on the merits of establishing a cap on the total number of cannabis dispensaries to be allowed in the Central Business District (CBD) or other City districts. After much discussion, Council directed as follows: (1) A limit of three dispensaries in the CBD is to be established. (2) Cannabis dispensaries are to be allowed by right through an administrative permit process. (3) Applications are to be considered on a point-system basis calculated by a checklist to be created for such purpose, instead of on a first-come-first-served basis. These changes are to be included in the next update to the cannabis ordinance.

This Staff Report was referred to staff with directions to amend the current cannabis ordinance as set forth above.

- 8G. [21-546](#)** Receive Report and Provide Direction to Staff on the Process for Potentially Revising Section 18.22.030 Table 2-6 and Section 18.42.057 of the Inland Land Use and Development Code for the Land Use Regulations for Cannabis Dispensaries in the City of Fort Bragg

This agenda item was combined with Item 8F per the Mayor's instructions.

- 8D. [21-548](#)** Receive Report and Provide Direction to Staff on the Definition of Youth Center and Whether the City Should Establish a Buffer Zone of More or Less Than 600 Feet from Cannabis Dispensaries

Mayor Norvell recessed the meeting at 8:13 PM; the meeting reconvened at 8:20 PM.

Associate Planner Gurewitz gave the staff report for this agenda item.

Public Comment was received from Jay Koski, Jacob Patterson and Jay McMartin Rosenquist.

Discussion: After discussion, Council directed as follows: (1) The City will follow the State's definition of a youth center. (2) Cannabis dispensaries will not be allowed within 100 feet of a youth center. (3) The buffer will be measured from parcel line to parcel line.

This Staff Report was referred to staff with directions to amend the current cannabis ordinance as set forth above.

- 8E. [21-547](#)** Receive Report and Provide Direction to Staff on Potential Updates to

Section 18.42.057 of the Inland Land Use and Development Code to Address the Siting of Cannabis Dispensaries in Relationship to Residential Neighborhoods

This Staff Report was continued to a future Council agenda.

8H. [21-549](#)

Receive Report and Provide Staff with Clarification on the Proposed Zoning for Cannabis Microbusinesses in the City of Fort Bragg

This Staff Report was continued to a future Council agenda.

8I. [21-552](#)

Receive Staff Update on the Development of an Ordinance to Amend the Inland Land Use and Development Code to Address Zoning for the Commercial Cultivation of Cannabis in the City of Fort Bragg

This Staff Report was continued to a future Council agenda.

9. CLOSED SESSION

ADJOURNMENT

Mayor Norvell adjourned the meeting at 9:09 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: 21-584

Agenda Date: 11/8/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5I.

Adopt City Council 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 \$78,490.00 from Streets Project Fund (Account 420-4870-0731) for a Total Contract Amount Not to Exceed \$1,412,544.00

The City of Fort Bragg hired local contractor Akeff Construction Services, Inc. to construct the Maple Street Storm Drain and Alley Rehab Project, City Project No. PWP-00116. This project includes the replacement of significant quantities of underground storm drain lines and pavement rehabilitation on five (5) alleys and one (1) section of Maple Street. City staff identified six (6) additional locations throughout town early on in the project where small localized sections of pavement are failing as a result of either storm damage or utility issues, and correction is required to ensure street surfacing is safe and consistent with the integrity of the City's Pavement Management Program goals to prevent further deterioration at these locations. The cost of the additional rehabilitation work associated with correcting the pavement failures (Attachment 1), is \$78,490.00 and sufficient funding in the original project budget remains available.

RESOLUTION NO. ____ - 2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING CONTRACT CHANGE ORDER NO. 3 WITH AKEFF CONSTRUCTION
SERVICES, INC. FOR THE MAPLE STREET STORM DRAIN AND ALLEY
REHABILITATION PROJECT (PWP-00116), INCREASING THE CONTRACT BY \$78,490.00
AND AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE STREETS PROJECT
FUND (ACCOUNT 420-4870-0731) FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED
\$1,412,544.00**

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, 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, on August 30, 2021, the City Council/Municipal Improvement District Board Authorized Contract Change Order No. 2 and Budget Amendment No. 2022-09 for additional sewer line work that was necessary to resolve a significant utility conflict between the proposed storm drain main and multiple sewer laterals; and

WHEREAS, Contract Change Order No. 2 added 40 working days to the contract and increased the contract amount by \$82,700; and

WHEREAS, staff identified six (6) locations throughout town early on in the project where small localized paving is required to ensure streets surfacing is safe and consistent with the integrity of the City’s Pavement Management Program goals to prevent further deterioration at these locations; and

WHEREAS, the cost of the additional rehabilitation work associated with correcting the pavement failures identified in Attachment 1, is \$78,490.00 and adds seven (7) working days to the contract; and

WHEREAS, there remain sufficient funds budgeted for this project in the Fiscal Year 2021/22 budget; 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. Completion of this additional pavement rehabilitation is necessary to resolve localized areas of failed pavement.
3. Sufficient funds to cover the additional costs associated with this change order are budgeted in the FY 2021/22 Budget for this Capital Improvement Project.
4. Akeff Construction Services, Inc. agrees to complete the additional work in the amount of Contract Change Order No. 3.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby accept the contract change order No. 3 with Akeff Construction Services, Inc. for the increased costs associated with pavement replacement as part of the completion of City

Streets Project PWP-00116 and authorizes the City Manager to execute the same (Amount Not to Exceed \$78,490; transfer from Fund 420).

The above and foregoing Resolution was introduced by Council Member _____, seconded by Council Member _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8th day of November, 2021, by the following vote:

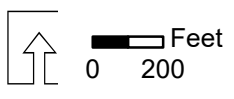
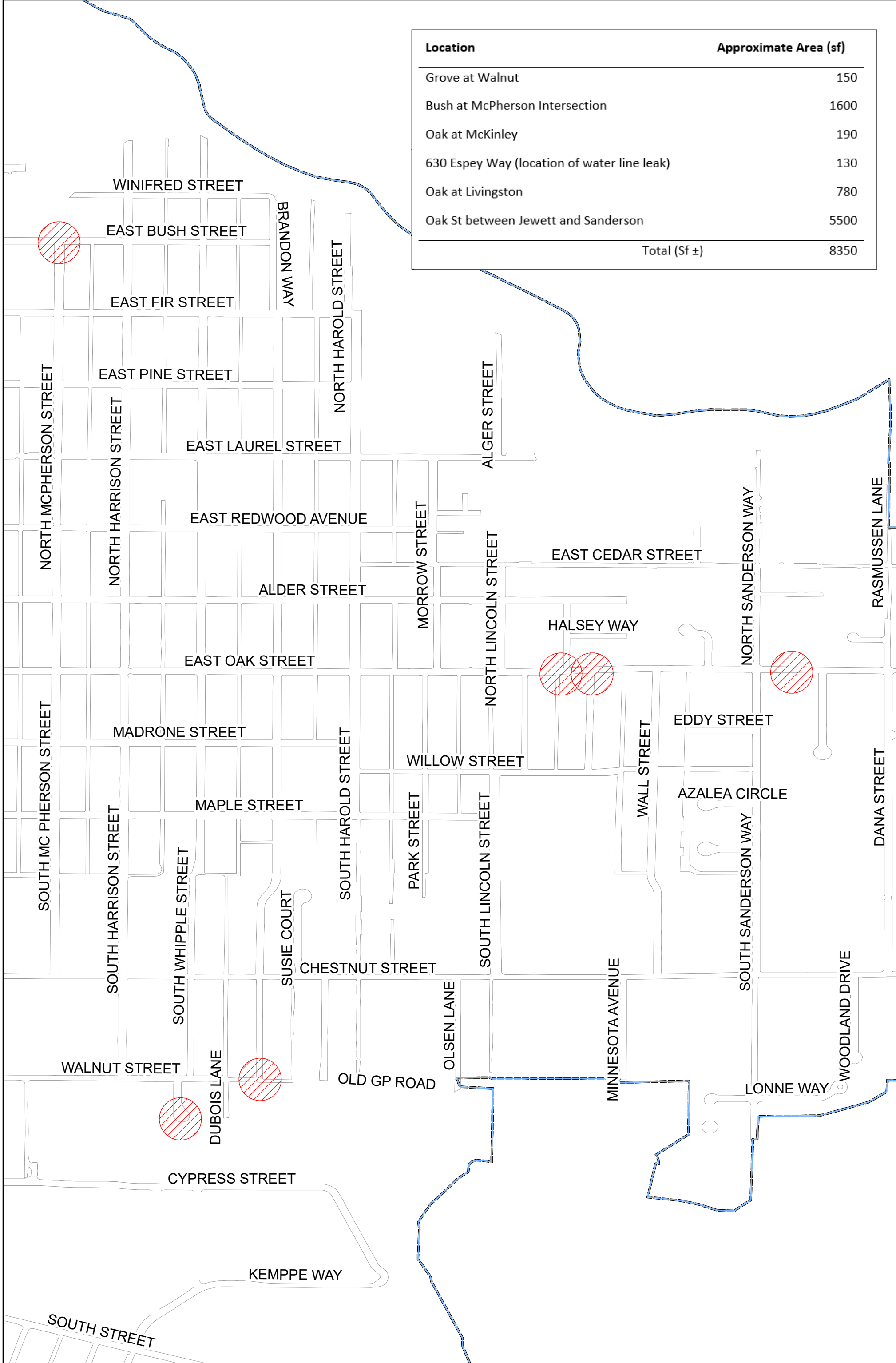
- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**
- RECUSED:**

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk

Location	Approximate Area (sf)
Grove at Walnut	150
Bush at McPherson Intersection	1600
Oak at McKinley	190
630 Espey Way (location of water line leak)	130
Oak at Livingston	780
Oak St between Jewett and Sanderson	5500
Total (Sf ±)	8350



Maple Street Project Added Locations

**CITY OF FORT BRAGG
PUBLIC WORKS DEPARTMENT**

CONTRACT CHANGE ORDER NO. 3

PROJECT NAME: Maple Street Storm Drain and Alley Rehabilitation

**CITY OF FORT BRAGG
PUBLIC WORKS DEPARTMENT**
416 N. Franklin Street
Fort Bragg, CA 95437
(707) 961-2823

Date of Issuance: 8-Nov-21

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: Additional costs and time associated with requested add locations in need of repair. Locations listed in attached map

Purpose of Change Order: To provide compensation and time for additional contract work to remove any existing surface, prep and install new asphalt (4") at \$9.40 a sq ft for a total of 8350 sf.

CHANGE IN CONTRACT PRICE

Original Contract Price:
\$ 1,263,540.00

Contract price prior to this Change Order:
\$ 1,334,054.00

Net Increase or decrease in contract price:
\$ 78,490.00

Net contract price with all Change Orders:
\$ 1,412,544.00

CHANGE IN CONTRACT TIME

Original contract time:
50 Working days

Contract time prior to this Change Order:
105 Working days

Net increase or decrease in days:
7 Working days

New contract time with all Change Orders:
112 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. 3

PROJECT NAME: Maple Street Storm Drain and 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: _____, Contractor

Phone: 707-964-7346

Date: _____

RECOMMENDED:

APPROVED:

APPROVED:

By _____
Project Manager/Engineer/Inspector Public Works Director City Manager

Date:

Date:

Date:

PO Number: PO#12666



City of Fort Bragg

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

Text File

File Number: 21-563

Agenda Date: 11/8/2021

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number: 7A.

Conduct Public Hearing, Receive Report, and Consider Adoption of Urgency Ordinance
975-2021 Extending the Temporary 45-Day Moratorium on the Approval of Applications and
Permits for Cannabis Dispensaries in the Inland Zoning Areas



AGENCY: City Council
MEETING DATE: November 8, 2021
DEPARTMENT: City Manager
PRESENTED BY: Tabatha Miller
EMAIL ADDRESS: tmiller@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Conduct Public Hearing, Receive Report, and Consider Adoption of Urgency Ordinance 975-2021 Extending the Temporary 45-Day Moratorium on the Approval of Applications and Permits for Cannabis Dispensaries in the Inland Zoning Areas

ISSUE:

On September 27, 2021, the City Council unanimously passed Urgency Ordinance 972-2021, placing a 45-day moratorium on the approval of applications and permits for Cannabis Dispensaries in the Inland Zoning Area. The moratorium provided the City Council an opportunity to review and possibly revise the City's current Cannabis Dispensary Ordinance. The two prior applications denied by the Planning Commission for Sunshine Holistic located at 144 N. Franklin Street raised concerns from Councilmembers, Planning Commissioners and members of the public regarding the City's current ordinance.

City Council issued a report on October 25, 2021, on the actions following adoption of the urgency ordinance establishing the 45-day moratorium on approval of Cannabis Dispensaries in the Inland Zoning Area. At the same City Council meeting, the City Council discussed several of the outstanding issues and provided staff direction on revisions to the existing Cannabis Dispensary Ordinance. Direction included establishing a cap or maximum number of dispensaries allowed in the Central Business District (CBD) of three and changing the requirement for a minor use permit to allow the dispensaries by right with an administrative application which included rating various aspects of the business. The City Council also provided direction to staff to incorporate the State of California's definition of a Youth Center and establish a buffer of 100 feet from such designated centers. The City Council agreed that the Old Gymnasium at 213 E. Laurel Street which is most used by the Mendocino Coast Parks and Recreation District for youth programs would meet the definition of "Youth Center."

Additional topics for future discussion include siting cannabis dispensaries in relationship to residential neighborhoods, zoning for Cannabis microbusinesses, and the possibility of overlay districts which would control where dispensaries can be located within a specific commercial zoning district. Although not included in Cannabis Business Regulations, the City Council could also revisit whether or not to propose a tax on cannabis businesses to the City's voters. The discussion on siting cannabis dispensaries in relationship to residential neighborhoods is included in tonight's (November 8, 2021) regular City Council meeting agenda.

In order to complete the review of the Cannabis Dispensary Ordinance and provide time for the introduction, adoption and to perfect an effective date, staff is proposing an extension of the moratorium for four months, or until March 8, 2022. Staff anticipates that the revised

ordinance will be completed and presented to City Council for adoption either December 13, 2021 or January 10, 2022. The City Council may rescind the urgency ordinance prior to its stated termination.

ANALYSIS:

Urgency Ordinances

Under [California Government Code Section 65858](#), a city or county may adopt an interim ordinance to temporarily prohibit certain land uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City Council and/or Planning Commission is considering or studying. The temporary prohibition or moratorium provides municipalities time to study the impact of certain activities and develop appropriate regulations, if deemed necessary.

An urgency ordinance may remain in effect for only 45 days, unless it is extended by another four-fifths vote. After notice and a hearing, the City can extend the Ordinance for up to either ten months and 15 days, with the option to extend it once more for an additional one year, or once for 22 months and 15 days. Either option equates to a total moratorium period of up to two years and each requires the four-fifths votes. The City Council may rescind the Urgency Ordinance prior to its stated termination.

Current Cannabis Dispensary Applications

As of writing this staff report, there are three applications in process for Cannabis Dispensaries in the City (in order of receipt):

1. UVH, Inc. DBA Cannavine
Proposed site: 362 N. Franklin St. (CBD)
2. Perfect Union LLC
Proposed Site: 112 S. Main St. (CG Outside CBD)
3. Sunshine Holistic
Proposed Site: 144 N. Franklin St. (CBD)

RECOMMENDED ACTION(S):

1. Open the Public Hearing, receive staff report, take evidence and public testimony and close the public hearing.
2. Waive reading of the text in its entirety, read by title only, and adopt Urgency Ordinance No. 975-2021 entitled, "AN UNCODIFIED INTERIM URGENCY MEASURE OF THE CITY COUNCIL OF FORT BRAGG EXTENDING INTERIM ORDINANCE NO. 972-2021 PLACING A MORATORIUM ON THE APPROVAL OF APPLICATIONS AND PERMITS FOR CANNABIS DISPENSARIES IN THE INLAND ZONING AREA."
3. Please note that a four-fifths vote is required for adoption of the Interim Urgency

Ordinance.

FISCAL IMPACT:

The impact of extending a temporary moratorium on Cannabis Dispensaries to the City's revenue is likely minimal.

GREENHOUSE GAS EMISSIONS IMPACT:

Adoption of the temporary moratorium on Cannabis Dispensaries will have little impact on greenhouse gas emissions but could slow down development and resulting construction that causes an increase in greenhouse gas emissions.

CONSISTENCY:

The City's current Inland General Plan provides support for regulating cannabis businesses, particularly in the Central Business District.

Policies and Goals from the City's General Plan include:

Goal LU-3 *Ensure that the Central Business District remains the historic, civic, cultural, and commercial core of the community.*

Policy LU-3.1 Central Business District: *Retain and enhance the small-scale, pedestrian friendly, and historic character of the Central Business District (CBD).*

Policy LU-3.2 Mixed Uses: *Support mixed use development (i.e., a combination of residential and commercial uses) in the Central Business District that does not conflict with the primary retail function of this area.*

Policy LU-3.4 Encourage Infill Development: *Encourage infill development of vacant and underdeveloped land in the Central Business District and adjacent commercial areas before amending the Inland General Plan and rezoning to obtain additional commercial land elsewhere.*

Policy LU-3.6 Re-Use of Existing Buildings: *Encourage the adaptive re-use and more complete utilization of buildings in the Central Business District and other commercial districts.*

Policy LU-4.3 Standards for Commercial Uses in Residential Areas: *Commercial uses in and adjacent to residential areas shall not adversely affect the primarily residential character of the area.*

Goal C-5 *Regard the quality of life in Fort Bragg and maintaining community identity as more important than accommodating through-traffic.*

Policy C-5.1 Community Priorities for Transportation Improvements: *Place a higher priority on maintaining a sense of place and enhancing the attractiveness of the Central Business District than on efficient traffic flow and movement.*

Policy CD-2.1 Adaptive Reuse: *Facilitate the adaptive reuse of existing older buildings in the Central Business District.*

Policy CD-2.2 Pedestrian Activity: *Encourage increased pedestrian movement and activity in the Central Business District.*

Policy CD-2.3 Economic Vitality: *Continue to support the economic diversity and vitality of downtown businesses.*

Policy CD-2.5 Strengthen the Distinctive Identity of the Central Business District: *Strengthen the distinctive identity and unique sense of place of the Central Business District.*

Policy CD-6.1 Protect and Preserve Buildings and Sites with Historic and Cultural Significance to the Community.

IMPLEMENTATION/TIMEFRAMES:

An urgency ordinance may remain in effect for only 45 days, unless it is extended by another four-fifths vote. Ten days prior to the expiration of the Urgency Ordinance or any extension, City Council will need to issue a written report describing the measure taken to alleviate the condition that led to the adoption. After notice and a hearing, the City can extend the Ordinance for up to either ten months and 15 days, with the option to extend it once more for an additional one year, or once for 22 months and 15 days. Either option equates to a total moratorium period of up to two years and each requires a four-fifths vote of Council. The City Council may rescind the Urgency Ordinance prior to its stated termination.

ATTACHMENTS:

1. Proposed Ordinance
2. Report on Measures Taken
3. Public Hearing Notice

NOTIFICATION:

1. Cannabis Legislation, **Notify Me subscriber list**

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

**AN UNCODIFIED INTERIM URGENCY
MEASURE OF THE CITY COUNCIL OF
FORT BRAGG EXTENDING INTERIM
ORDINANCE NO. 972-2021 PLACING A
MORATORIUM ON THE APPROVAL OF
APPLICATIONS AND PERMITS FOR
CANNABIS DISPENSARIES IN THE
INLAND ZONING AREA**

**URGENCY ORDINANCE
NO. 9XX-2021**

WHEREAS, Government Code section 65858 allows a city to adopt, as an urgency measure, an interim ordinance for the immediate preservation of the public safety, health and welfare without following the procedures otherwise required prior to adoption of a zoning ordinance; and

WHEREAS, the City of Fort Bragg (“City”) previously adopted ordinances governing cannabis businesses, including dispensaries and manufacturing; and

WHEREAS, on November 21, 2019, the City Council of the City of Fort Bragg (“City Council”) adopted Ordinance 953-2019 which established rules and regulations by which cannabis dispensary businesses may be permitted; and

WHEREAS, on January 25, 2021, the City Council conducted a public hearing and considered the appeal of the Fort Bragg Planning Commission denial of Minor Use Permit 4-20 (MUP 4-20) on the proposed Sunshine Holistic Microbusiness at 144 N. Franklin Street. City Council failed to take action by a majority vote, which resulted in upholding the Planning Commission’s denial of MUP 4-20; and

WHEREAS, on September 1, 2021, the City Council conducted a public hearing and considered the appeal of the Fort Bragg Planning Commission denial on Minor Use Permit 1-21 (MUP 1-21) on the proposed Sunshine Holistic Cannabis Dispensary at 144 N. Franklin Street. City Council failed to take action by a majority vote, which resulted in upholding the Planning Commission’s determination that the proposed use was not compatible with the existing and future land uses of that neighborhood and that there was not sufficient evidence that the required noticing of the Minor Use Permit, the Minor Use Permit Administrative Hearing, and the Minor Use Permit Appeal were properly posted at the property; and

WHEREAS, during the appeals of both the Sunshine Holistic Minor Use Permit applications, the City Council, the Planning Commission and members of the public raised concerns about the impact of residential uses located in or near the Central Business District (CBD) where cannabis dispensaries are allowed with an approved Minor Use Permit; concerns over the number of dispensaries allowed in the CBD and whether a maximum number should be set to avoid overconcentration of cannabis dispensaries; and the proximity of cannabis

dispensaries to facilities that could be defined as a “youth center” including the City Hall gymnasium located at 213 East Laurel Street; and

WHEREAS, Chapter 9.30 Cannabis Businesses of the Municipal Code does not define “youth center” nor does the Fort Bragg Inland Land and Use Development Code define “youth center” or address it; therefore, California State law requires a 600-foot separation between youth centers and cannabis storefronts; and

WHEREAS, the City received a completed application for a cannabis dispensary located at 362 N. Franklin Street which is directly across the street from the City Hall gymnasium located at 213 East Laurel Street and within the 600-foot buffer required by California State law; and

WHEREAS, City staff have determined that seventy-nine percent (79%) of the total hours the City Hall gymnasium located at 213 East Laurel Street was rented for activities associated with youth activities but that number fell to nineteen percent (19%) of hours when City Hall was included. A determination by the City Council that the City hall gymnasium is a “youth center” will impact the City’s ability to permit cannabis dispensary businesses in the Central Business District and uses may be in conflict with a contemplated general plan, specific plan or zoning proposal that the City Council is considering related to cannabis businesses; and

WHEREAS, the City intends to study whether it would be appropriate to amend how the City regulates cannabis dispensaries in the Inland Zoning Areas; and

WHEREAS, the City of Fort Bragg City Council adopted Interim Urgency Ordinance No. 972-2021 on September 27, 2021 by five-fifths (5/5) vote placing a 45-day moratorium on the Approval of Applications and Permits for Cannabis Dispensaries in the Inland Zoning Area; and

WHEREAS, on October 25, 2021, the City Council considered a number of outstanding issues on Cannabis Dispensaries; and

WHEREAS, on October 25, 2021, the City Council issued a report on actions taken to alleviate the conditions that led to the adoption of Ordinance No. 972-2021, placing a 45-day moratorium on the Approval of Applications and Permits for Cannabis Dispensaries in the Inland Zoning Area; and

WHEREAS, based on the report, the City Council has determined that the circumstances and conditions that led to the adoption of Interim Urgency Ordinance No. 972-2021, have not been alleviated as of the date of this Urgency Ordinance and continue to create the concerns described in Interim Urgency Ordinance No. 972-2021; and

WHEREAS, the notice and public hearing required by Government Code Section 65858(a) for the extension of Interim Urgency Ordinance No. 972-2021 have been provided in accordance with applicable law; and

WHEREAS, based on the foregoing the City Council finds that the approving applications and permits for Cannabis Dispensaries prior to completion of the City’s study may conflict with future amendments to the city’s General Plan, Specific Plan or zoning code.

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

NOW, THEREFORE, the City Council ordains as follows:

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

1. All the recitals, facts, findings, and conclusions set forth above in this Ordinance are true and correct.
2. This Ordinance is not a “project” under the California Environmental Quality Act (CEQA) and is therefore exempt from CEQA review. CEQA defines a “project” as including an activity directly undertaken by a public agency that “may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (Pub. Res. Code, §21065.) The proposed Ordinance will not do either.

This Ordinance concerns activities intended to preserve the status quo while the City considers further regulation relating to cannabis dispensaries in the Inland Zoning Areas, and does not constitute a “project” as defined by CEQA and will not result in a direct or reasonably foreseeable indirect physical change in the environment pending the review of overconcentration issues (Pub. Res. Code, §21065, CEQA Guidelines §§15060(c)(2)(3); 15061(b)(3); 15064(d)(3); and 15378(a)).

3. The establishment and expansion of cannabis dispensaries in the Inland Zoning Area has created a current and immediate threat to public health, safety, and welfare. Cannabis dispensaries that may be located directly adjacent to residential uses, create a potential for conflict between incompatible adjacent land uses. Cannabis dispensaries located within 600-feet of facilities that are defined as a “youth center” conflict with State law.
4. The future establishment and expansion of cannabis dispensaries and production in the Inland Zoning Area allowed with a Minor Use Permit (MUP) would further threaten public health, safety, and welfare in the Inland Zoning Area.
5. The City intends to study whether it would be appropriate to amend how the City regulates cannabis dispensaries in the Inland Zoning Area.
6. This ordinance is intended to protect the public health, safety, and welfare by prohibiting the establishment of any new cannabis dispensary use with a MUP or expansion or modification of those uses while the City studies and enacts new land use regulations. The continued establishment, expansion, and modification of these uses during this process would defeat the City Council’s objectives in studying and potentially adopting new regulations governing these uses in the area.
7. Approval of cannabis dispensary uses may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, Planning Commission or the planning department is considering or studying or intends to study within a reasonable time.
8. This ordinance promotes the public health, safety, convenience, and welfare of the City.

Section 2: Moratorium on Cannabis Dispensaries. The City of Fort Bragg extends the declared moratorium to establish a cannabis dispensary on any parcel, which is, in whole or in part, in the Inland Zoning Area for four months through March 8, 2022. However, the City will continue to accept and process applications for such businesses.

Section 3: Inconsistencies. Any provision of the City of Fort Bragg Municipal Code thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no

further is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 4: Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, state, or federal law, regulation, or codes dealing with life safety factors.

Section 5: Uncodified Ordinance. This Ordinance is to be uncodified.

Section 6: Immediately Effective. This Ordinance shall become effective November 8, 2021 and shall remain in effect for four months through March 8, 2022, unless extended or prematurely terminated.

Section 7: Certification. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted or published in the manner as required by law.

The foregoing Urgency Ordinance was introduced by Councilmember _____ and adopted by no less than the required 4/5 vote at a regular meeting of the City Council of the City of Fort Bragg held on November 8, 2021 by the following vote:

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

Bernie Norvell
Mayor

ATTEST:

June Lemos, CMC
City Clerk

PUBLISH:
EFFECTIVE DATE: November 8, 2021



CITY OF FORT BRAGG

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

**REPORT ON MEASURES TAKEN TO ALLEVIATE THE CONDITIONS THAT LED TO
THE ADOPTION OF ORDINANCE NO. 972-2021, AN UNCODIFIED
URGENCY ORDINANCE ESTABLISHING A 45-DAY MORATORIUM ON
APPROVAL OF APPLICATIONS AND PERMITS FOR CANNABIS
DISPENSARIES IN THE INLAND ZONING AREA**

MEETING DATE: OCTOBER 25, 2021
TO: GENERAL PUBLIC
**FROM: MAYOR AND CITY COUNCIL MEMBERS OF THE CITY
 OF FORT BRAGG**

On September 27, 2021, the Fort Bragg City Council adopted Urgency Ordinance No. 972-2021 that placed a 45-day moratorium on the approval of applications and permits for cannabis dispensaries in the City's Inland Zoning Area. The moratorium was established to allow the City the opportunity to study and possibly revise the existing cannabis dispensary ordinance regulations in order to address the unique health, safety and welfare impacts of such businesses.

Ordinance No. 972-2021 was adopted pursuant to California Government Code Section 65858 and provides that the ordinance shall expire 45 days from its date of adoption, unless the ordinance is extended by the Fort Bragg City Council after additional notice and a public hearing.

The noticed public hearing will be held on November 8, 2021, and the Fort Bragg City Council will be asked to consider extending the interim moratorium by adopting a new ordinance, as authorized by Government Code Section 65858. Staff will recommend an extension of the moratorium for a period of three to four months, as provided for in Government Code Section 65858. However, completion of and possible adoption of the revised Cannabis Dispensary Ordinance may take less time. In which case, staff will request that the City Council terminate the temporary moratorium prior to its expiration date.

California Government Code Section 65858(d) requires that at least ten (10) days prior to the expiration (November 1, 2021) of the moratorium or any extension, the City Council issue a written report describing the measures taken to alleviate the conditions which led to the adoption of the ordinance. This memo serves as the required report.

Since the adoption of the moratorium, the Community Development Department staff has researched options and possible revisions that can address the possible health, safety and welfare impacts of Cannabis Dispensaries on the City. The City Council will meet on October 25, 2021 to review the elements of the current Cannabis Dispensary Ordinance and will discuss possible revisions and/or additions. Based on those discussions and direction provided to staff, revisions to the existing ordinance may be proposed and adopted.

As set forth above, staff continues to work diligently on addressing the health, safety and welfare impacts of Cannabis Dispensaries' locations and operations but the work is not complete. Staff anticipates that the City Council will have an opportunity to review and consider revisions to the existing ordinance before the end of the calendar year (December 31, 2021) and it could be adopted and effective as early as January, 2022.

Respectfully submitted,

Mayor, Vice Mayor and City Council
Fort Bragg, California



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin St.
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will consider the following matter at a Public Hearing to be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on **MONDAY, NOVEMBER 8, 2021**. Due to state and county health orders and recommendations, and to minimize the spread of COVID-19, City Councilmembers and staff will be participating in the public hearing by video conference. A link to the meeting will be listed on the first page of the agenda.

The agenda item to be discussed is:

Receive report, conduct public hearing and consider an additional Interim Urgency Ordinance extending Urgency Ordinance No. 972-2021 entitled, “An Uncodified Urgency Ordinance Establishing a 45-day Moratorium on Approval of Applications and Permits for Cannabis Dispensaries in the Inland Zoning Area”.

Urgency Ordinance No. 972-2021 shall expire forty-five (45) days after its adoption, or November 11, 2021. If adopted, said Interim Urgency Ordinance will extend the moratorium on the approval of applications and permits for Formula Businesses in the Inland Zoning Area of Fort Bragg, as permitted by law. Pursuant to Government Code Section 65858, the report on the efforts taken to alleviate the conditions for adoption of the interim ordinance is set forth in the staff report to the City Council dated October 25, 2021. Extension of the existing urgency ordinance will facilitate continued study of and development of revisions to the Cannabis Dispensary Ordinance and will facilitate the possible orderly adoption of zoning code amendments.

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

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

Written communications must be received no later than the meeting date. At the conclusion of the public hearing, the Fort Bragg City Council will consider a decision to adopt the ordinance.

DATED: October 22, 2021

June Lemos

June Lemos, CMC, City Clerk

PUBLISH/POSTED: October 28, 2021

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg in the Administrative Services Department and that I caused this Notice to be posted in the City Hall Notice case on October 28, 2021.

June Lemos

June Lemos, CMC, City Clerk



CIUDAD DE FORT BRAGG

Incorporada el 5 de agosto 1889

416 N. Franklin Street, Fort Bragg, CA 95437

Teléfono: (707) 961-2827 Fax: (707) 961-2802

<https://city.fortbragg.com/>

AVISO DE AUDIENCIA PÚBLICA

POR LA PRESENTE SE DA AVISO de que el Concejo Municipal de Fort Bragg considerará el siguiente asunto en una Audiencia Pública que se llevará a cabo a las 6:00 PM, o tan pronto como se escuche el asunto, el **LUNES, 24 DE MAYO 2021**, en el Ayuntamiento, esquina suroeste de las calles Main y Laurel (363 N. Main Street), Fort Bragg, California 95437. El tema de la agenda que se discutirá es:

Recibir un informe, llevar a cabo una audiencia pública y considerar una Ordenanza Provisional de Urgencia adicional que extiende la Ordenanza de Urgencia No. 964-2021 titulada, “Una Medida Provisional de Urgencia del Concejo Municipal de la Ciudad de Fort Bragg que coloca una moratoria de 45 días en la aprobación de solicitudes y permisos para empresas de fórmula en el área de zonificación interior de Fort Bragg.”

La Ordenanza de Urgencia No. 964-2021 vencerá cuarenta y cinco (45) días después de su adopción, o el jueves 27 de mayo de 2021. Si se adopta, dicha Ordenanza Provisional de Urgencia extenderá la moratoria sobre la aprobación de solicitudes y permisos para Empresas de Fórmula en el Área de Zonificación Interior de Fort Bragg, según lo permita la ley. De conformidad con la Sección 65858 del Código de Gobierno, el informe sobre los esfuerzos realizados para aliviar las condiciones para la adopción de la ordenanza provisional se establece en el informe del personal al Concejo Municipal de fecha 10 de mayo de 2021. La extensión de la ordenanza de urgencia existente facilitará el estudio continuo y el desarrollo de reglamentos comerciales de fórmula y facilitará la posible adopción ordenada de enmiendas al código de zonificación.

La audiencia estará abierta a la participación del público. Todas las personas interesadas están invitadas a comparecer en ese momento para presentar sus comentarios, ya sea en persona en el Ayuntamiento o virtualmente utilizando la información de Zoom proporcionada en el momento de la publicación de la agenda. El período de comentarios públicos se extiende desde la fecha de publicación de este aviso hasta la fecha de la audiencia para dar tiempo suficiente para la presentación de comentarios por correo.

La ordenanza propuesta está disponible para su revisión y / o copia durante el horario normal de oficina en el Ayuntamiento de Fort Bragg, 416 North Franklin Street, Fort Bragg, California. El Resumen del tema de la agenda y los documentos de respaldo que serán considerados por los miembros del Concejo estarán disponibles para su revisión después de la publicación del paquete de la agenda en el Ayuntamiento de Fort Bragg y también en el sitio web de la Ciudad: www.city.fortbragg.com.

Las comunicaciones escritas deben recibirse a más tardar en la fecha de la reunión. Al concluir la audiencia pública, el Concejo Municipal de Fort Bragg considerará una decisión para adoptar la ordenanza.

FECHA DE PUBLICACIÓN/

ENVÍO:

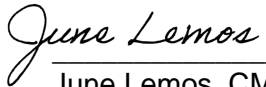
7 de mayo 2021

June Lemos, CMC, City Clerk

FECHA DE PUBLICACIÓN: 13 de mayo 2021

ESTADO DE CALIFORNIA)
) ss.
CONDADO DE MENDOCINO)

Declaro, bajo pena de perjurio, que soy empleado de la Ciudad de Fort Bragg y que hice que este aviso se publicara en la Vitrina de Avisos del Ayuntamiento el 7 de mayo 2021.



June Lemos, CMC
Secretaria de Ciudad

From: [Jacob Patterson](#)
To: [Lemos, June](#)
Cc: [Miller, Tabatha](#)
Subject: Public Comment -- 11/8/21 CC Mtg., Item No. 7A
Date: Monday, November 8, 2021 5:11:56 PM
Attachments: [Government Code 65858.pdf](#)

City Council,

The staff report references Government Code section 65858 (attached) concerning urgency ordinances, which allows the City Council to adopt urgency ordinances for an initial 45 day period and then extend the urgency ordinance for either 10 months and 15 days (for a initial total of one year) followed by one additional potential extension of one year (for a total of two years). 65858 includes an alternative option of simply extending the urgency ordinance once for a total of two years (i.e., an extension of 22 months and 15 days).

The staff report and draft ordinance before you tonight do something else, which is extend the urgency ordinance by four months from tonight to March 8, 2022. Later in the same staff report, the two extension options under 65858 are mentioned but neither one involves an extension of four months rather than 10 months and 15 days or 22 months and 15 days. Please note that Government Code section 65858 does not state that the initial urgency ordinance can be extended by "up to" 10 months and 15 days or "up to" 22 months and 15 days even though some people may choose to read those additional two words into 65858, the statutory language plainly states that the City's two options are an initial extension **for 10 months and 15 days** or a single extension **for 22 months and 15 days**.

I object to the City adopting a shorter four month extension and respectfully request that the City Council please revise the action you are considering tonight to match the extension options explicitly included in Government Code section 65858 and adopt an extension for 10 months and 15 days as you did for the temporary moratorium on the approval of formula business applications. Just like that urgency ordinance for a temporary moratorium, the City Council can always reverse the cannabis-related moratorium at any time prior to its scheduled expiration, including when the new ordinance you continue to work on goes into effect 30 days after its eventual adoption, which may very well be later than March 8, 2022.

Regards,

--Jacob



GOVERNMENT CODE - GOV

TITLE 7. PLANNING AND LAND USE [65000 - 66499.58] (*Heading of Title 7 amended by Stats. 1974, Ch. 1536.)*

DIVISION 1. PLANNING AND ZONING [65000 - 66301] (*Heading of Division 1 added by Stats. 1974, Ch. 1536.)*

CHAPTER 4. Zoning Regulations [65800 - 65912] (*Chapter 4 repealed and added by Stats. 1965, Ch. 1880.)*

ARTICLE 2. Adoption of Regulations [65850 - 65863.13] (*Article 2 added by Stats. 1965, Ch. 1880.)*

65858. (a) Without following the procedures otherwise required prior to the adoption of a zoning ordinance, the legislative body of a county, city, including a charter city, or city and county, to protect the public safety, health, and welfare, may adopt as an urgency measure an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time. That urgency measure shall require a four-fifths vote of the legislative body for adoption. The interim ordinance shall be of no further force and effect 45 days from its date of adoption. After notice pursuant to Section 65090 and public hearing, the legislative body may extend the interim ordinance for 10 months and 15 days and subsequently extend the interim ordinance for one year. Any extension shall also require a four-fifths vote for adoption. Not more than two extensions may be adopted.

(b) Alternatively, an interim ordinance may be adopted by a four-fifths vote following notice pursuant to Section 65090 and public hearing, in which case it shall be of no further force and effect 45 days from its date of adoption. After notice pursuant to Section 65090 and public hearing, the legislative body may by a four-fifths vote extend the interim ordinance for 22 months and 15 days.

(c) The legislative body shall not adopt or extend any interim ordinance pursuant to this section unless the ordinance contains legislative findings that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is required in order to comply with a zoning ordinance would result in that threat to public health, safety, or welfare. In addition, any interim ordinance adopted pursuant to this section that has the effect of denying approvals needed for the development of projects with a significant component of multifamily housing may not be extended except upon written findings adopted by the legislative body, supported by substantial evidence on the record, that all of the following conditions exist:

(1) The continued approval of the development of multifamily housing projects would have a specific, adverse impact upon the public health or safety. As used in this paragraph, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date that the ordinance is adopted by the legislative body.

(2) The interim ordinance is necessary to mitigate or avoid the specific, adverse impact identified pursuant to paragraph (1).

(3) There is no feasible alternative to satisfactorily mitigate or avoid the specific, adverse impact identified pursuant to paragraph (1) as well or better, with a less burdensome or restrictive effect, than the adoption of the proposed interim ordinance.

(d) Ten days prior to the expiration of that interim ordinance or any extension, the legislative body shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance.

(e) When an interim ordinance has been adopted, every subsequent ordinance adopted pursuant to this section, covering the whole or a part of the same property, shall automatically terminate and be of no further force or effect upon the termination of the first interim

ordinance or any extension of the ordinance as provided in this section.

(f) Notwithstanding subdivision (e), upon termination of a prior interim ordinance, the legislative body may adopt another interim ordinance pursuant to this section provided that the new interim ordinance is adopted to protect the public safety, health, and welfare from an event, occurrence, or set of circumstances different from the event, occurrence, or set of circumstances that led to the adoption of the prior interim ordinance.

(g) For purposes of this section, “development of multifamily housing projects” does not include the demolition, conversion, redevelopment, or rehabilitation of multifamily housing that is affordable to lower income households, as defined in Section 50079.5 of the Health and Safety Code, or that will result in an increase in the price or reduction of the number of affordable units in a multifamily housing project.

(h) For purposes of this section, “projects with a significant component of multifamily housing” means projects in which multifamily housing consists of at least one-third of the total square footage of the project.

(Amended by Stats. 2001, Ch. 939, Sec. 1. Effective January 1, 2002.)



City of Fort Bragg

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Text File

File Number: 21-564

Agenda Date: 11/8/2021

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8A.

Receive Report and Provide Direction to Staff on Potential Updates to Section 18.42.057 of the Inland Land Use and Development Code to Address the Siting of Cannabis Dispensaries in Relationship to Residential Neighborhoods



AGENCY: City Council
MEETING DATE: November 08, 2021
DEPARTMENT: Community Development
PRESENTED BY: H. Gurewitz
EMAIL ADDRESS: HGurewitz@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Provide Direction to Staff on Potential Updates to Section 18.42.057 of the Inland Land Use and Development Code to Address the Siting of Cannabis Dispensaries in Relationship to Residential Neighborhoods

ISSUE:

On Monday, September 27, 2021, the City Council approved an urgency ordinance placing a 45-day moratorium on the approval of applications and permits for cannabis dispensaries in the inland zoning area. In the City Manager's staff report, the purpose of the moratorium was to allow Council to consider several issues including, "resolve potential conflicts with residential uses." The purpose of this agenda item is to request direction from Council on whether there needs to be a change in the Inland Land Use and Development Code (ILUDC) to address the siting of cannabis dispensaries in relation to residential uses.

ANALYSIS:

Much of the City of Fort Bragg's development pre-dates the City's first Zoning Ordinance which was adopted in 1971. This is why there are many historic residential structures in commercial zones. In the most recent update to the ILUDC, a provision was added to allow a historic house in a commercial zone to be turned back into a residence with a Use Permit. The map below (Figure 1) shows the commercial districts in the Inland Zone of Fort Bragg south of Pudding Creek. The green dots represent residences or potential residences in the three inland commercial zones.

The Inland General Plan has the following provision:

Page 2-10 Commercial Land states:

"The goals and policies in this section ensure that the Central Business District remains the historic, civic, cultural, and commercial core of the community. There are also policies encouraging mixed use and infill development to strengthen the other commercial areas of the City."

Additionally, the Inland General Plan's Land Use Element Policy LU-3.2 states, *"Mixed Uses: Support mixed use development (i.e., a combination of residential and commercial uses) in the Central Business District that does not conflict with the primary retail function of this area."*

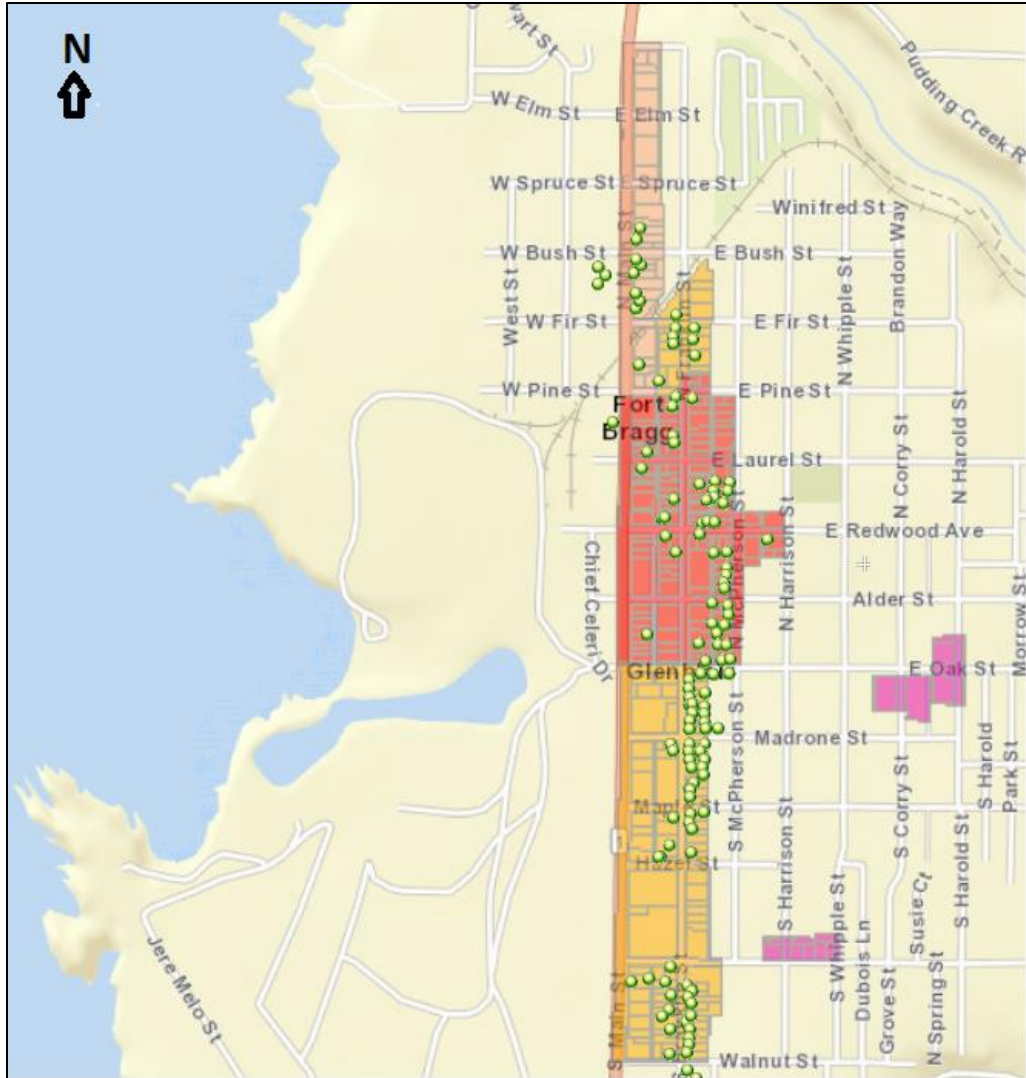


Figure 1. Existing/Potential Residences in Commercial Areas

The Planning Commission’s decision to deny Minor Use Permit 1-21 on June 23, 2021 was clarified by the subsequent resolution adopted on August 5, 2021 which stated that the use [Cannabis Dispensary] “was not compatible with existing and future land uses.”

The City Council did not have a consensus on this matter at the appeal hearing on September 1, 2021 and the decision of the Planning Commission was not overturned or upheld. The interpretation of the Planning Commission that the use needs to be compatible with residential, and that cannabis dispensaries are not compatible with residential requires that either staff now use this as policy guidance for future applications, or that Council provide clarification and direction to ensure equal processing of applications on the matter.

RECOMMENDED ACTION:

Provide direction to staff on whether the ILUDC Section 18.42.057 should be updated to provide a separation between cannabis dispensaries and residential uses, and whether any other commercial uses in commercial zones will need to be compatible with residential uses.

ALTERNATIVE ACTION(S):

Provide different direction.

FISCAL IMPACT:

None.

GREENHOUSE GAS EMISSIONS IMPACT:

Not applicable.

CONSISTENCY:

Any updates to the Inland Land Use and Development Code must be consistent with the Inland General Plan.

IMPLEMENTATION/TIMEFRAMES:

To be determined.

ATTACHMENTS:

1. ILUDC Section 18.42.057

NOTIFICATION:

1. Cannabis Legislation, **Notify Me subscriber list**

18.42.057 - Cannabis Retail

In addition to the operating requirements set forth in Chapter 9.30, this Section provides location and operating requirements for cannabis retail. Chapter 9.30 contains definitions of terms used herein.

A. Conditional use. A Minor Use Permit shall be required to operate cannabis retail in accordance with Table 2-6 of Article 2.

B. Delivery services. The primary use of a cannabis retail use shall be to sell products directly to on-site customers. Sales may also be conducted by delivery. Cannabis retail uses engaging in delivery in addition to on-site sales shall be subject to the following requirements:

1. Commercial delivery to locations outside a permitted cannabis retail facility shall only be permitted in conjunction with a permitted cannabis retail facility that has a physical location and a retail storefront open to the public. A cannabis retail use shall not conduct sales exclusively by delivery. Delivery of cannabis without a storefront component shall be considered cannabis retail - delivery only, and subject to the requirements of § 18.42.059, in addition to Chapter 9.30.

2. Minor Use Permit applications for cannabis retail shall include a statement as to whether the use will include delivery of cannabis and/or cannabis products to customers located outside the cannabis retail facility. If a permitted cannabis retail use without a delivery component chooses to provide delivery services at a later date, an amendment to the Minor Use Permit shall be required.

3. If delivery services will be provided, the application shall describe the operational plan and specific extent of such service, security protocols, and how the delivery services will comply with the requirements set forth in Chapter 9.30, this Section, and State law.

C. Drive-through services. Drive-through or walk-up window services in conjunction with cannabis retail are prohibited.

D. Operational requirements. In addition to project specific conditions of approval and the requirements set forth in Chapter 9.30, cannabis retail shall comply with the following operational requirements:

1. **Employees.** The cannabis operator shall maintain a current register of the names of all employees employed by the cannabis retailer, and shall disclose such register for inspection by any City officer or official for purposes of determining compliance with the requirements of this Section and/or any project specific conditions of approval prescribed in the Minor Use Permit.

2. **Recordkeeping.** The cannabis operator shall maintain patient and sales records in accordance with State law.

3. Photo identification. No person shall be permitted to enter a cannabis retail facility without government issued photo identification. Cannabis businesses shall not provide cannabis or cannabis products to any person, whether by purchase, trade, gift or otherwise, who does not possess a valid government issued photo identification card.

4. Hours of operation. Cannabis retail may operate between the hours of 9:00 a.m. to 9:00 p.m. up to 7 days per week unless the review authority imposes more restrictive hours due to the particular circumstances of the application. The basis for any restriction on hours shall be specified in the permit. Cannabis retail uses shall only be permitted to engage in delivery services during hours that the storefront is open to the public, unless the review authority permits delivery outside these hours.

E. Accessory uses. As defined in Article 10, accessory uses are customarily incidental to, related and clearly subordinate to a primary use on the same parcel, which does not alter the primary use. Uses accessory to cannabis retail facilities may be allowable pursuant to the permitting requirements in Article 2. Accessory uses may include activities that require multiple State cannabis licenses, including, but not limited to, manufacturing, distribution, cultivation and/or processing. In no instance shall cannabis manufacturing using volatile solvents be allowable as uses accessory to cannabis retail uses.

(Ord. 952, § 2, passed 11-12-2019)



Zoning for Cannabis Dispensaries in the City of Fort Bragg

HEATHER GUREWITZ, MCRP
ASSOCIATE PLANNER
COMMUNITY DEVELOPMENT DEPARTMENT



Cannabis Dispensaries



- ▶ Regulated by Section 9.30 of the Municipal Code
- ▶ Regulated by Section 18.42.057
- ▶ Two Dispensaries approved
- ▶ Three dispensary applications denied
- ▶ Three pending dispensary applications
- ▶ Moratorium began on September 27, 2021

Direction to date



- ▶ 100 ft buffer from youth activities;
- ▶ Limit the total number of dispensaries allowed in the Central Business District to no more than 3.

Proximity of Dispensaries to Residential



- ▶ Land Use Code was adopted in early 1970's
- ▶ Traditional make-up of downtown and commercial involves a mix of residential and commercial
- ▶ New ordinance for housing allows for structures that look like a house in a commercial zone (inland only) to revert to housing with a use permit.

General Plan Land Use Element



▶ Commercial Land:

The goals and policies in this section ensure that the Central Business District remains the historic, civic, cultural, and commercial core of the community. There are also policies encouraging mixed use and infill development to strengthen the other commercial areas of the City. The Circulation and the Community Design Elements provide goals and policies addressing parking, alleyways, and the overall appearance of commercial development.

Policies and Programs



- ▶ Policy LU-3.2 Mixed Uses: Support mixed use development (i.e., a combination of residential and commercial uses) in the Central Business District that does not conflict with the primary retail function of this area.
- ▶ Policy LU-4.3 Standards for Commercial Uses in Residential Areas: Commercial uses in and adjacent to residential areas shall not adversely affect the primarily residential character of the area.
- ▶ Policy LU-6.1 Preserve Neighborhoods: Preserve and enhance the character of the City's existing residential neighborhoods.

Potential Discussion Points



- ▶ Are dispensaries more likely than other commercial activities to have a negative impact on neighboring residential properties?
- ▶ Should a buffer be established between dispensaries and individual residences, neighborhoods, or residential zones?

From: [Jay Koski](#)
To: [Norvell, Bernie](#); [Peters, Lindy](#); [Morsell-Haye, Jessica](#); [Albin-Smith, Tess](#); [Rafanan, Marcia](#); [Miller, Tabatha](#); [Lemos, June](#); [Gurewitz, Heather](#)
Subject: Cannabis Dispensaries
Date: Friday, November 5, 2021 11:17:37 AM

I'm urging you not to take away having to apply for a minor use permit for Cannabis Dispensaries or any other type of cannabis-related businesses. To make this just an automatic approval instead of having to go through a process allowing people to protest or speak their mind about the regards on this issue and it's locations or number of businesses would be completely unfair to the people of this town. The only people to benefit would be the business applicants, which it looks like how you are trying to steer everything at this time anyway by taking any kind of power away from the people. When I attend these meetings it's very obvious that some you are just going on what you want not what the people want. You're just supporting the business applicants not the people of this town, you should not forget about the hundreds of signatures that were turned in on this very subject, that hasn't changed. There are still a great number of people in this community that feel as strongly about this or stronger than I do.

Jay Koski

11/8/2021

Fort Bragg City Council Members,

My name is Lyndia Pyeatt, I own the property at 144 N Franklin St. and I would like to address some of the appellants concerns. I like to look at the facts and not just how I feel about something or if I frequent a certain business.

Jay Koski mentioned that he was concerned about the children playing in the alley. After operating a business at 144 N Franklin St, I have used that alley many times driving and walking to the post office and there was never an issue of children playing in that alley. The person that is the closest to the property at 144 is across the alley and that is Barbara a tenant of the Mertle's. I just spoke with Barbara again this morning and she confirmed that she feels the dispensary will offer more protection with lighting and security. She said she feels it will be a safer neighborhood and she also called in to one of the city meetings and expressed being in favor of the dispensary. Was there a big controversy about safety issues when the two parking lots were installed in that alley which brought more traffic down the alley? Maybe there was and I wasn't aware. I am not opposed to the parking lots as I feel the extra parking is great. I am just wondering why they think there would be more traffic with a dispensary than when the credit union was there and it was just a couple of doors to the south of 144 N Franklin.

There are about 18 lots on McPherson just one block E of Franklin. Jim Matson on the corner (no kids playing in the alley), Gene and Dianna Mertle (they do not live on McPherson) and Carrie their daughter (no children playing in the alley), Patricia Bell (no children playing in the alley) Jay Koski and his parents (no children playing in the alley) and Sara Macy is on the east side of McPherson St, next door to me and has no children playing in the alley. None of these people have children playing in the alley!

There are about 16 lots on Franklin St. behind the Emerald Triangle. There are two houses next door and another house behind it. How is this dispensary different?

I called the city of Willits and spoke with Dusty Dooley, just to see if they had a buffer zone for residential. They do not and they have not had issues with the three dispensaries.

Jay also mentioned that it was all about the money. Gene and Diane Mertle also have rental property. I am sure they would like to keep the property rented as well. Why would the city allow people on McPherson St control who rents commercial spaces on Franklin St. I have never been asked if the tenants on McPherson St properties affect me in any way. I have never been involved in choosing their tenants. They do not send me notices and let me know who is applying to rent their house and how I feel about who they are renting to. I have a commercial space and yes I would like to have a tenant in it.

I would be curious to know if the appellants would be opposed to a bar, a lingerie shop, a video store, a liquor store on many other retail businesses that might want to have a space to rent. Milano's bar is just across the street from this block and there doesn't seem to be an issue with them. They have many local people that enjoy going there. I am not opposed to the local bars serving their customers. They have a right to run their business, they have guidelines to follow and as long as they are met there is no problem.

Everyone has different views and opinions about many things. As long as the businesses are allowed to operate under the guidelines that the city sets in place, I don't see why we would want to discourage businesses to open in our town.

I thank you!
Lyndia Pyeatt



City of Fort Bragg

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Phone: (707) 961-2823
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Text File

File Number: 21-566

Agenda Date: 11/8/2021

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8B.

Receive Report and Provide Staff with Clarification on the Proposed Zoning for Cannabis Microbusinesses in the City of Fort Bragg



AGENCY: City Council
MEETING DATE: November 8, 2021
DEPARTMENT: Community Development
PRESENTED BY: H. Gurewitz
EMAIL ADDRESS: HGurewitz@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Provide Staff with Clarification on the Proposed Zoning for Cannabis Microbusinesses in the City of Fort Bragg

ISSUE:

On Monday May 20, 2021, the City Council provided direction to staff on updating the Inland Land Use and Development Code (ILUDC) Section 18.22.030 and Section 18.42.057 as it relates to accessory uses to retail and cannabis microbusinesses. On Monday, September 27, 2021, the City Council approved an urgency ordinance placing a 45-day moratorium on the approval of applications and permits for cannabis dispensaries in the Inland Zone of Fort Bragg. In the City Manager's staff report, the purpose of the moratorium was to allow City Council to consider several issues which included clarifying the direction given to staff regarding cannabis microbusinesses.

ANALYSIS:

At the previous City Council meeting on May 20, the City Council provided the following policy direction to staff:

Manufacturing of cannabis products and the cultivation of flowering plants are to be restricted to the industrial zones in the City.

In the Central Business District, retail cannabis is to be allowed with accessory nursery cultivation that is clearly subordinate and only for the retail sale of the plants on site. The Council did not recommend any changes to the type of permission, Minor Use Permit, for a dispensary.

Council directed staff to develop a microbusiness definition which may or may not be the same as the State's definition which is as follows:

"Microbusiness" means a licensee that is authorized to engage in cultivation of cannabis on an area less than 10,000 square feet and to act as a licensed distributor, Level 1 manufacturer, and retailer under this division, provided such licensee can demonstrate compliance with all requirements imposed by this division on licensed cultivators, distributors, Level 1 manufacturers, and retailers to the extent the licensee engages in such activities.

This definition may work as a basic definition to be added to chapter 18.100.020, however, updates to ILUDC Section 18.22.030 Table 2-6, Section 18.42.057 and/or 18.42.059 would be necessary to clarify Council's direction that:

- A microbusiness in the Commercial General and Highway Visitor Commercial must have a primary retail frontage with a public entrance from the primary public right of way. Other allowable activities with retail may include:
 - nursery stock production
 - cannabis processing
 - cannabis wholesale and distribution.
 Retail does not have to be the primary use as long as it is the primary frontage.
- Microbusinesses will not be allowed in the Central Business District.
- A microbusiness in the industrial zone may have retail delivery only (no in-person).

At the May 20, 2021 meeting, City Council did not discuss what level of conditional use permit (Minor Use Permit or a Use Permit) might be required for a microbusiness. Staff would like clarification on this matter as well.

RECOMMENDED ACTION:

Provide clarification to staff on the above policies regarding accessory uses and microbusinesses in the City limits.

ALTERNATIVE ACTION(S):

Provide alternative direction.

FISCAL IMPACT:

None at this time.

GREENHOUSE GAS EMISSIONS IMPACT:

Not applicable.

CONSISTENCY:

Any updates to the Inland Land Use and Development Code must be consistent with the Inland General Plan.

IMPLEMENTATION/TIMEFRAMES:

To be determined.

ATTACHMENTS:

1. Meeting minutes from City Council Meeting on May 20, 2021

NOTIFICATION:

1. **Cannabis Legislation**, Notify Me subscriber list



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
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Meeting Minutes Special City Council

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

Thursday, May 20, 2021

6:00 PM

Via Video Conference

Cannabis Ordinance

CALL TO ORDER

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

ROLL CALL

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

1. CONDUCT OF BUSINESS

- 1A. [21-243](#) Receive Report and Provide Direction to Staff on Where Commercial Cannabis Cultivation, Should be Allowed as a Primary Use.

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

Public Comment : None.

Direction: Council directed that cannabis businesses may be allowed in the Light Industrial (IL) and Heavy Industrial (IH) zoning districts with an administrative permit, and in the Highway and Visitor Commercial (CH) and General Commercial (CG) zoning districts with a use permit. It was reported that the attorney recommended that the "should's" need to be "shall's" in the verbiage. Council also provided updates to the ordinance to include "alternative water sources" and for "Community Choice Clean energy" to be added.

This Staff Report was referred to staff

- 1B. [21-248](#) Receive Report and Provide Direction to Staff on Whether to Create a Cannabis Microbusiness Category or Enhance the Accessory Use Definition in Inland Land Use and Development Code Section 18.42.057

Associate Planner Gurewitz gave the staff report for this agenda item.

Public Comment: None.

Direction:

Council directed staff to create a "Cannabis Microbusiness" that does not allow manufacturing or cultivation as an accessory use in the Central Business District (CBD). Nursery accessory is allowed with retail only if it is clearly subordinate to the primary use. In addition, they agreed to allow nursery, processing and retail in the General Commercial (CG) as accessory uses,

but not manufacturing. Also the General Commercial must include retail as the primary frontage. Limiting wholesale distribution, manufacturing and processing to the Heavy Industrial district (IH) and Light Industrial (IL). Highway Commercial (CH) should have the same stipulations as General Commercial.

This Staff Report was referred to staff

ADJOURNMENT

Mayor Norvell adjourned the meeting at 7:23 PM.

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
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Text File

File Number: 21-580

Agenda Date: 11/8/2021

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8C.

Receive Report and Consider Adoption of City Council Resolution Waiving Water Capacity Fees and Fort Bragg Municipal Improvement District No. 1 Resolution Waiving Wastewater Capacity Fees for Restaurants, Cafes and Coffee Shop Businesses in the Central Business District



AGENCY: City Council/MID
 MEETING DATE: November 8, 2021
 DEPARTMENT: City Manager
 PRESENTED BY: Tabatha Miller
 EMAIL ADDRESS: tmiller@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Waiving Water Capacity Fees and Fort Bragg Municipal Improvement District No. 1 Resolution Waiving Wastewater Capacity Fees for Restaurants, Cafes and Coffee Shop Businesses in the Central Business District

ISSUE:

Staff sought direction from the City Council on Utility Capacity Fee Waiver/Deferral programs in September of 2019. The Council established a program to allow for [deferral of capacity fees associated with housing](#). Deferral of Development Impact Fees (AKA Capacity fees) is codified in the Fort Bragg Municipal Code Section 15.36 (Attachment 1 and hyperlinked above). Such fees can be deferred up to three years, depending on the amount of fees and the project.

At that meeting, staff polled the Council on whether or not there was interest in expanding a Capacity Fee Deferral/Waiver program beyond housing projects in an effort to encourage or assist development in certain areas or industries. Those proposed options included using a deferral or waiver program in the Central Business District (CBD) to attract new businesses and to encourage the installation of sprinklers. At that time, the Council was not inclined to extend the program for deferral or waiver to commercial development.

At the April 14, 2021 Finance and Administration Committee meeting, the Committee recommended that the City Council adopt a temporary waiver of water and wastewater capacity fees for restaurant and food service businesses locating in the Central Business District for a two-year period. The Committee also recommended discounting water and wastewater capacity fees by twenty-five percent (25%) in all other zoning districts in the City limits for a two-year period.

ANALYSIS:

Capacity fees are one-time charges applied to new development and expansion to ensure there is sufficient funding for improvements to City infrastructure necessitated by the increased demands/flows to service the needs of development. Capacity fees received by the City are generally accumulated over years and then used to pay for projects.

ACCUMULATED CAPACITY FEES

FUND	BALANCE 6-30-21
Water	\$ 577,576
Sewer	\$ 699,092

ANNUAL CAPACITY FEE REVENUES

Fiscal Year	WATER			SEWER		
	Residential	Commercial	Total	Residential	Commercial	Total
2021	\$ 340,560.92	\$ -	\$ 340,560.92	\$ 302,980.09	\$ 6,466.07	\$ 309,446.16
2020	3,843.50	3,843.50	7,687.00	21,840.00	4,454.65	26,294.65
2019	16,463.14	2,632.07	19,095.21	19,721.17	2,099.12	21,820.29
2018	4,483.92	15,053.20	19,537.12	3,523.60	16,045.27	19,568.87
2017	20,241.73	5,125.66	25,367.39	6,672.84	11,068.11	17,740.95
2016	42,099.24	83,923.26	126,022.50	20,811.02	950.98	21,762.00
2015	(433.04)	56,069.82	55,636.78	2,232.87	19,397.22	21,630.09
7 Year Total	\$ 427,259.41	\$ 166,647.51	\$ 593,906.92	\$ 377,781.59	\$ 60,481.42	\$ 438,263.01
Average/ Year	\$ 61,037.06	\$ 23,806.79	\$ 84,843.85	\$ 53,968.80	\$ 8,640.20	62,609.00

In addition to capacity fees, the City’s water and wastewater (sewer) rate structures are built to accumulate funding for future capital projects. In the last couple of years, both water and sewer rates have annually collected more than \$1 million each for capital reserves. This is by far the primary source of non-grant funding used for utility capital projects. In contrast, after many years of accumulation, water and sewer capacity fee balances are much lower.

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

The lack of food and drink businesses in the Central Business District (CBD), particularly on Franklin Street, has been cited as a contributing factor to the increase in vacant buildings. This lack has also been blamed as partially responsible for the limited hours of operation in the CBD, which in turn reduces the pedestrian traffic. Even if these claims lack concrete evidence, the presence of busy restaurants, coffee shops, and eateries in historical and unique downtowns and communities is a tried and true way to get folks out of cars and into shops and local businesses.

For food service businesses, capacity fees are often cited as the reason these new businesses are not able to financially make a new business viable. If a food service business is occupying a space previously used as a restaurant, then the capacity fees have likely

been paid for that space and there is no intensification of use that would trigger additional fees due. However, if the space has not been used in a more water/sewer intensive manner, such as a restaurant, a new food service business would trigger the additional capacity fees. These fees can be as high as \$50,000, and more often than not, make the business financially unfeasible.

Staff recommends temporarily waiving Capacity Fees in the Central Business District for Restaurants, Cafes, and Coffee Shops as defined in the Inland Land Use & Development Code. Staff does not recommend reducing fees for Restaurants, Cafes, and Coffee Shops outside of the CBD because there is not sufficient benefit or policy justification for that action.

RECOMMENDED ACTION(S):

Separately adopt the following Resolutions:

1. Fort Bragg City Council Resolution waiving Water Capacity Fees for Restaurants, Cafes, and Coffee Shops in the Central Business District Zoning District.
2. Fort Bragg Municipal Improvement District No. 1 Resolution waiving Wastewater Capacity Fees for Restaurants, Cafes, and Coffee Shops in the Central Business District Zoning District.

ALTERNATIVE ACTION(S):

1. Modify the proposed Resolutions before adoption;
2. Reschedule approval of one or both of the Resolution(s) pending further input or staff information.

FISCAL IMPACT:

The impact of waiving capacity fees for restaurant, café, and coffee shop businesses in the CBD is unknown but should have a positive effect on new businesses and City sales tax revenue. Water and Wastewater Fund Capacity Fees may be decreased in situations where the business model supported payment of the waived fees.

GREENHOUSE GAS EMISSIONS IMPACT:

Adoption of a Resolution temporarily waiving capacity fees may in the short term increase development of restaurants but the impact would be minimal.

CONSISTENCY:

The City's current Inland General Plan provides support for encouraging new businesses, specifically restaurants in the Central Business District.

Policies and Goals from the City's General Plan include:

Policy LU-3.1 Central Business District: *Retain and enhance the small-scale, pedestrian friendly, and historic character of the Central Business District (CBD).*

Policy LU-3.2 Mixed Uses: *Support mixed use development (i.e., a combination of residential and commercial uses) in the Central Business District that does not conflict with the primary retail function of this area.*

Policy LU-3.4 Encourage Infill Development: *Encourage infill development of vacant*

and underdeveloped land in the Central Business District and adjacent commercial areas before amending the Inland General Plan and rezoning to obtain additional commercial land elsewhere.

Policy LU-3.6 Re-Use of Existing Buildings: *Encourage the adaptive re-use and more complete utilization of buildings in the Central Business District and other commercial districts.*

Policy C-5.1 Community Priorities for Transportation Improvements: *Place a higher priority on maintaining a sense of place and enhancing the attractiveness of the Central Business District than on efficient traffic flow and movement.*

Policy CD-2.1 Adaptive Reuse: *Facilitate the adaptive reuse of existing older buildings in the Central Business District.*

Policy CD-2.2 Pedestrian Activity: *Encourage increased pedestrian movement and activity in the Central Business District.*

Policy CD-2.3 Economic Vitality: *Continue to support the economic diversity and vitality of downtown businesses.*

Policy CD-2.5 Strengthen the Distinctive Identity of the Central Business District: *Strengthen the distinctive identity and unique sense of place of the Central Business District.*

Policy CD-6.1 Protect and Preserve Buildings and Sites with Historic and Cultural Significance to the Community.

IMPLEMENTATION/TIMEFRAMES:

The proposed resolutions will be effective immediately upon adoption on November 8, 2021 and will remain in place until November 8, 2023 unless rescinded by the City Council.

ATTACHMENTS:

1. Fort Bragg Municipal Code Chapter 15.36 – Deferral of Development Impact Fees
2. Proposed City Council Resolution Waiving Water Capacity Fees
3. Proposed Municipal Improvement District No. 1 Resolution Waiving Wastewater Fees

NOTIFICATION:

1. Economic Development Planning, **Notify Me subscriber list**
2. Fort Bragg Downtown Businesses, **Notify Me subscriber list**
3. Tourism and Marketing, **Notify Me subscriber list**

CHAPTER 15.36
Deferral of Development Impact Fees

Section

[15.36.010 Purpose and intent](#)

[15.36.020 Definitions](#)

[15.36.030 Deferred fees](#)

[15.36.040 Fee deferral program](#)

[15.36.050 Approval of deferred fees](#)

[15.36.060 Program application](#)

[15.36.070 Interest](#)

[15.36.080 Security](#)

[15.36.090 Administrative charge](#)

[15.36.100 Expiration](#)

15.36.010 PURPOSE AND INTENT.

The Fort Bragg City Council desires to encourage the construction of residential and nonresidential development projects within the City. The City Council finds that the existing requirements for payment of certain development impact fees for new development create a barrier to such development by requiring developers to retain a significant amount of cash or in-kind funds to pay certain development impact fees upon issuance of a building permit. Pursuant to the foregoing, the City Council desires, by the adoption of this chapter, to ease this barrier by deferring the payment of certain development impact fees.

(Ord. 954, § 2, passed 11-25-2019)

15.36.020 DEFINITIONS.

AFFORDABLE AND INCLUSIONARY HOUSING PROJECT. For a residential development project to be eligible for no interest from permit issuance to permit final and for deferral of 100% of developer impact fees, it must meet the affordable and inclusionary housing requirements as set forth in the Inland Land Use and Development Code definitions section, § 18.100.020.

APPLICANT. The owner or owners of record for the real property on which an approved development project is

to be located.

APPROVED DEVELOPMENT PROJECT. A development project that has received final discretionary action by the City and which is in compliance with all federal, state and local requirements, including, without limitation, environmental requirements due prior to issuance of a building permit.

DEFERRED FEES. Any development impact fees, as set forth in § [15.36.030](#), that the City has agreed to defer pursuant to a fee deferral agreement. **DEFERRED FEES** shall include any accrued interest, if applicable.

FEE DEFERRAL AGREEMENT. A standardized agreement satisfactory to the City and approved by the City Attorney, executed by and between the applicant and the City for the purpose of approving the deferral of certain deferred fees. The fee deferral agreement shall require the applicant to indemnify, defend and hold harmless the City and its officials, officers, agents and employees for any claims, causes of action or damages/cost arising from the City's deferral of the deferred fees. A fee deferral agreement is specific to an approved development project and is nontransferable to another applicant or another approved development project.

RESIDENTIAL DEVELOPMENT PROJECT. For a residential development project to be eligible for no interest from permit issuance to permit final, regardless of the total deferred impact fees, it must meet the definition of **RESIDENTIAL DEVELOPMENT PROJECT** as set forth in the affordable and inclusionary housing requirements section in the Inland Land Use and Development Code definitions section, § 18.100.020.

(Ord. 954, § 2, passed 11-25-2019)

15.36.030 DEFERRED FEES.

A. The City may defer any or all of the following development impact fees pursuant to the provisions of this chapter:

1. Water capacity fees;
2. Wastewater capacity fees.

B. This section provides the exclusive list of fees which may be deferred pursuant to this chapter. Any fees not provided in this section shall be paid pursuant to applicable federal, state or local regulations including, without limitation, fees related to the California Environmental Quality Act.

(Ord. 954, § 2, passed 11-25-2019)

15.36.040 FEE DEFERRAL PROGRAM.

A. An applicant with a qualified project may file an application with the Community Development Department to request deferral of impact fees for a project within City limits. The application shall be in a form approved by the Director and shall include the following:

1. Copies of all approvals and entitlements for the development of the project;
2. A preliminary title report;
3. A copy of the tentative or final subdivision or parcel map identifying all units for which a deferral and/or waiver is sought; and
4. Any other data and information which may be deemed necessary by the director for proper consideration of the application.

B. Only impact fees imposed by the City may be approved for deferral. All impact fees imposed by other entities or agencies shall be paid in accordance with applicable statutes, resolutions, ordinances, and regulations. Approved impact fee deferrals for a qualified project shall not exceed 80% of the total amount of impact fees applicable to the project, except that an affordable and inclusionary housing project or a project where the applicant is tax exempt under Section 501(c)(3) of the Internal Revenue Code may defer 100% of the impact fees applicable to the project.

C. The following financing terms are available for a qualified project and a qualified applicant:

1. *Two-Year Program.* To be eligible for a 2-year deferral, the total deferred fees as set forth in § [15.36.030](#) must be more than \$15,000 in total, unless the project qualifies as a residential development project. There shall be 2 equal annual installments plus interest as set forth in § [15.36.070](#) and calculated on the unpaid balance of fees.
2. *Three-year Program.* To be eligible for a 3-year deferral, the total deferred fees as set forth in § [15.36.030](#) must be more than \$100,000 in total. There shall be 3 equal annual installments plus interest as set forth in § [15.36.070](#) and calculated on the unpaid balance of fees.

(Ord. 954, § 2, passed 11-25-2019)

15.36.050 APPROVAL OF DEFERRED FEES.

A. No project shall be eligible for execution of a fee deferral agreement unless all of the following conditions are met:

1. The project shall be located on property within the City of Fort Bragg.
2. The project shall have received the final discretionary approval by the City Council, Planning Commission, or staff as deemed appropriate.
3. The project shall have undergone all required environmental review and shall be in compliance with all

requirements established by the environmental document prepared for the project.

4. All conditions of approval, as applicable at the time of permit issuance, shall have been met.
5. All payments of taxes and assessments on the property on which the project is located shall be current.
6. The applicant shall have no unpaid balances due to the City for the project or any other project or purpose.
7. The applicant and/or his, her, or its partners and affiliates on the project shall have been deemed by the City to present a low risk of nonpayment of fees, if the City opts to conduct a risk assessment, which may include meeting the following criteria and any others the City deems necessary:
 - a. The applicant and/or his, her, or its partners and affiliates on the project have not had a foreclosure on any of its or their properties in the last 4 years.
 - b. The applicant and/or his, her, or its partners and affiliates on the project, and any companies in which any such person has held a controlling interest, have not filed for bankruptcy within the past 4 years.
 - c. The applicant and/or his, her, or its partners and affiliates on the project have no outstanding civil judgments.
8. All fees imposed by a government agency other than the City either shall have been paid or shall have been the subject of a fee deferral agreement between the applicant and the agency imposing the fees.

B. The fee deferral agreement shall be approved and executed by the City Manager or designee. All such approvals shall be based on the criteria in subsection (A) of this section, and may be withheld if the approval criteria are not met, or if the approval criteria are met and if the approving person or body finds that it is not in the City's interest to approve a fee deferral agreement.

C. Upon execution of a fee deferral agreement, the City shall record the fee deferral agreement and any related security documents, if applicable, against the real property subject to the fee deferral agreement in the amount of the deferred fees. Upon payment in full of the deferred fees, the City shall remove the lien from the subject property.

(Ord. 954, § 2, passed 11-25-2019)

15.36.060 PROGRAM APPLICATION.

An application for deferral of development impact fees may be submitted concurrently with or in advance of any

application for building permits for the approved development project. Notwithstanding any other provision of this code, in no event shall a building permit be issued until either of the following occurs:

- A. Payment of all applicable fees due; or
- B. Execution of a fee deferral agreement.

(Ord. 954, § 2, passed 11-25-2019)

15.36.070 INTEREST.

For all development projects for which a fee deferral agreement has been approved and executed, interest shall accrue at a rate equal to the annual rate of interest earned by the City on the investment of pooled funds invested in the local area investment fund (LAIF) as calculated and published as an average monthly yield, computed on the unpaid amount from the date of execution of the fee deferral agreement or the most recent payment to the time of payment.

For residential development projects for which a fee deferral agreement has been approved and executed, interest shall only accrue at a rate equal to the annual rate of interest earned by the City on the investment of pooled funds, funds invested in the local area investment fund (LAIF) as calculated and published as an average monthly yield, from the date the building permit is finalized, computed on the unpaid amount from the date of execution of the fee deferral agreement or the most recent payment to the time of payment.

(Ord. 954, § 2, passed 11-25-2019)

15.36.080 SECURITY.

Execution and recordation of security instruments, in a form satisfactory to and approved by the City Attorney, shall be required for all impact fee deferrals. The security instruments shall secure the total amount of deferred fees, including interest and penalties. Said security instruments shall be recorded prior to the issuance of any building permits for the qualified project and shall be secondary only to deeds of trust associated with acquisition or construction financing.

(Ord. 954, § 2, passed 11-25-2019)

15.36.090 ADMINISTRATIVE CHARGE.

The City Council may, by resolution, establish a processing and administration fee to cover the reasonable costs of administering the fee deferral program established by this chapter. This processing and administration fee shall be placed in the general fund and shall provide a revenue source to cover the costs of preparing the fee deferral agreement and tracking the deferred fee payments.

(Ord. 954, § 2, passed 11-25-2019)

15.36.100 EXPIRATION.

This chapter shall remain in effect until June 30, 2022, and shall thereafter be automatically repealed and of no further force and effect. The City Council may, at its sole discretion, extend the fee deferral program at any time prior to the expiration date set forth herein.

(Ord. 954, § 2, passed 11-25-2019)

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL TEMPORARILY
WAIVING WATER CAPACITY FEES FOR RESTAURANTS, CAFES, AND
COFFEE SHOPS IN THE CENTRAL BUSINESS DISTRICT**

WHEREAS, the City of Fort Bragg charges a fee to its water customers for capital improvements; and

WHEREAS, capacity charges collected are used for facilities in existence at the time the charge is imposed and for new facilities to be constructed in the future that are of benefit to the person being charged; and

WHEREAS, the capacity charges have been adjusted over time to provide a more equitable charge and to allow for an annual adjustment tied to the change in the Engineering News-Record 20-City Construction Cost Index; and

WHEREAS, the City has in the past temporarily reduced or waived development fees for parking in-lieu to encourage revitalization of the City's Central Business District, which is the City's commercial, civil, historic and cultural center of the community; and

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

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

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

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

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

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

WHEREAS, the City Council wants to assist local businesses by extending a temporary waiver of the Water Capacity Fees for Restaurant, Café, and Coffee Shop businesses that are considered a "change of use" within an existing structure for a two-year period (i.e., until November 8, 2023); 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. A temporary waiver of the Water Capacity Fees could result in encouraging potential Restaurant, Cafe, and Coffee Shop businesses (as defined in the City's Inland Land Use & Development Code) to expand their existing use or engage in new enterprises in the Central Business District; and
3. Expanded and newly established Restaurant, Cafe, and Coffee Shop businesses in the Central Business District would add additional pedestrian traffic to the neighborhood and create a destination or anchor that would benefit other businesses in the Central Business District; and
4. The temporary Water Capacity Fee waiver is consistent with the City's Priority Area 1: Jobs/Industry and Goal 3 - Foster and help sustain local businesses.

WHEREAS, the temporary waiver of the Water Capacity Fees for changes of use within an existing structure is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Title 14, the California Code of Regulations ("CEQA Guidelines"), Section 15273(a)(4) which provides an exception for modifications to fees for the purpose of obtaining funds for capital projects necessary for maintaining service within existing service areas; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a temporary waiver of the Water Capacity Fees for changes of use for Restaurant, Cafe, and Coffee Shop businesses (as defined in the City's Inland Land Use & Development Code) located in the Central Business District Zoning District until November 8, 2023.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8th day of November, 2021, by the following vote:

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

Bernie Norvell
Mayor

ATTEST:

June Lemos, CMC
City Clerk

RESOLUTION NO. ID ____-2021

RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT TEMPORARILY WAIVING WASTEWATER CAPACITY FEES FOR RESTAURANTS, CAFES, AND COFFEE SHOPS IN THE CENTRAL BUSINESS DISTRICT

WHEREAS, the Fort Bragg Municipal Improvement District charges a fee to its wastewater customers for capital improvements; and

WHEREAS, capacity charges collected are used for facilities in existence at the time the charge is imposed and for new facilities to be constructed in the future that are of benefit to the person being charged; and

WHEREAS, the capacity charges have been adjusted over time to provide a more equitable charge and to allow for an annual adjustment tied to the change in the Engineering News-Record 20-City Construction Cost Index; and

WHEREAS, the City has in the past temporarily reduced or waived development fees for parking in-lieu to encourage revitalization of the City's Central Business District, which is the City's commercial, civil, historic and cultural center of the community; and

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

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

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

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

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

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

WHEREAS, the Fort Bragg Municipal District wants to assist local businesses by extending a temporary waiver of the Wastewater Capacity Fees for Restaurant, Cafe, and

Coffee Shop businesses that are considered a "change of use" within an existing structure for a two-year period (i.e., until November 8, 2023); and

WHEREAS, based on all the evidence presented, the District finds as follows:

1. The foregoing recitals are true and correct and are made a part of this Resolution.
2. A temporary waiver of the Wastewater Capacity Fees could result in encouraging potential Restaurant, Cafe, and Coffee Shop businesses (as defined in the City's Inland Land Use & Development Code) to expand their existing use or engage in new enterprises in the Central Business District; and
3. Expanded and newly established Restaurant, Cafe, and Coffee Shop businesses in the Central Business District would add additional pedestrian traffic to the neighborhood and create a destination or anchor that would benefit other businesses in the Central Business District; and
4. The temporary Wastewater Capacity Fee waiver is consistent with the City's Priority Area 1: Jobs/Industry and Goal 3 - Foster and help sustain local businesses.

WHEREAS, the temporary waiver of the Wastewater Capacity Fees for changes of use within an existing structure is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Title 14, the California Code of Regulations ("CEQA Guidelines"), Section 15273(a)(4) which provides an exception for modifications to fees for the purpose of obtaining funds for capital projects necessary for maintaining service within existing service areas; and

NOW, THEREFORE, BE IT RESOLVED that the District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby approve a temporary waiver of the Wastewater Capacity Fees for changes of use for Restaurant, Cafe, and Coffee Shop businesses (as defined in the City's Inland Land Use & Development Code) located in the Central Business District Zoning District until November 8, 2023.

The above and foregoing Resolution was introduced by Board Member _____, seconded by Board Member _____, and passed and adopted at a regular meeting of the District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 8th day of November, 2021, by the following vote:

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

**Bernie Norvell
Chair**

ATTEST:

June Lemos, CMC
District Clerk

From: [Paul Clark](#)
To: [Lemos, June](#)
Cc: [CMAR \(CMAR@MCN.ORG\)](mailto:CMAR@MCN.ORG); [Paul Clark](#)
Subject: City Council Meeting 11/08/2021 Item 8 C 21-580
Date: Monday, November 8, 2021 7:01:45 AM

Council members, I am glad to see some review of these fees. I recall seeing all the fees listed out in a spread sheet long ago when the city wanted to fleece any new business. It was an interesting process. The Mill site was thought to be ready to take off with development. I spoke then and now many years later seems time to do so again. If I recall, the fees to open say a laundromat, was around 90k. Restaurants were very high too. Ask the Brewery, restaurant expansion, around 30k I recall and the brewery expansion itself took a lot of working around to make it happen. I would suggest this be not just the CBD area, but everywhere. Why limit it to restaurants, Cafes, and coffee shop businesses? Anyway, having the fees for the community to see some of the obstacles a potential business has to pony up before opening the doors would be nice.

The resolution fails to mention the effect of the internet (Amazon) on retail businesses everywhere. The pandemic had its effect for sure, but I do wish the focus on the CBD was not always the case. We are all in this together, or should be. The rest of the business community sees that focus and once again it sets out someone or in this case some area for special treatment.

Paul Clark