



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, March 27, 2023

6:00 PM

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COUNCILMEMBERS PLEASE TAKE NOTICE

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

ZOOM WEBINAR INVITATION

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

You are invited to a Zoom webinar.

When: Mar 27, 2023 06:00 PM Pacific Time (US and Canada)

Topic: City Council Meeting

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/81187851746>

*Or Telephone: +1 669 444 9171 or +1 720 707 2699 (*6 mute/unmute; *9 raise hand)*

Webinar ID: 811 8785 1746

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

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

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

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

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

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

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

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

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

- 5A. [23-076](#)** Adopt City Council Resolution Approving Amendment of Contract with Therma, LLC for the Installation, Monitoring and Maintenance of CV Starr Community Center's Building Automation Controls, Increasing the Amount by a Not to Exceed Amount of \$6,147.00 and Authorizing City Manager to Execute Same (Account 810-4812-0751)

Attachments: [RESO Therma Contract Change Order 1](#)
[CCO 1 Quote](#)

- 5B. [23-092](#)** Adopt Joint City Council/Municipal Improvement District Resolution Amending the FY 2022/23 Budget for Mid-Year Budget Adjustments

Attachments: [RESO Budget Amendments 2022/23-16](#)
[Budget Amendment 2022/23-16](#)

- 5C. [23-074](#)** Receive and File Minutes of the February 09, 2023 Public Works and Facilities Committee Meeting

Attachments: [02092023 PWF Minutes](#)

- 5D. [23-090](#)** Approve Minutes of March 13, 2023

Attachments: [CCM20230313](#)

- 5E. [23-094](#)** Approve Minutes of Joint City Council/Mendocino Coast Recreation and Park

District Special Meeting of March 22, 2023

Attachments: [CCM20230322 Joint MCRPD-CC midyear budget](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

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

- 7A. [23-065](#)** Receive Report, Conduct Public Hearing, and Consider Adoption of Resolution Authorizing City Manager to Execute PG&E Loan Documents Associated with the Facilities Lighting Improvement Project

Attachments: [03272023 Facilities Lighting Improvement OBF](#)

[Att 1 - RESO Facilities Lighting Improvement PG&E Loan](#)

[Att 2 - PG&E On-Bill Financing Loan Documents](#)

[Att 3 - Pre-Install Documents](#)

[Att 4 - Proof of Publication](#)

8. CONDUCT OF BUSINESS

- 8A. [23-093](#)** Receive Continued Mid-Year Budget Review Reports: FY 22/23 Budget Goals, Long Range Planning, and Presentation from NHA Advisors on Special Sales Tax

Attachments: [FY 22-23 Budget Goals](#)

[Fort Bragg 2021 LRB - Update for Council](#)

[Long-Term Range Planning](#)

[Special Sales Tax Presentation](#)

- 8B. [23-079](#)** Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Walker Consultants to Prepare a Comprehensive Downtown Parking Strategy, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$67,690; Account No. 110-4320-0319)

Attachments: [03272023 Parking Study Staff Report](#)

[Att. 1 - RESO Parking Study Contract Award](#)

[Att. 2 - Request for Proposals](#)

[Att. 3 - Walker Consultants Scope of Work](#)

- 8C. [23-067](#)** Receive Report and Consider Adoption of City Council Resolutions Approving Professional Services Agreements with Engineering Solutions Services in a Not to Exceed Amount of \$45,000 to Provide On-Call Grant Services, and with Evan Brooks Associates in a Not to Exceed Amount of \$30,000 to Provide On-Call Grant Services, Authorizing City Manager to Execute Contracts (Various Account Numbers)

Attachments: [03272023 On-Call Grant Services PSA Report](#)

[Att 1 - RESO On-Call Grant Writing EBA](#)

[Att 2 - EBA- Scope of Work](#)

[Att 3 - RESO On-Call Grant Writing ESS](#)

[Att 4 - ESS-Scope of Work](#)

[Att 5 - Grant Writing RFP](#)

- 8D. [23-068](#) Receive Report and Consider Adoption of City Council Resolution Approving Agreement for Acquisition of Six Parcels of Real Property (Assessor’s Parcel Nos. 019-070-07-00, 019-070-10-00, 019-070-11-00, 019-080-14-00, 019-080-16-00 and 019-080-23-00) and Approving a Certificate of Acceptance

Attachments: [03272023 Property Acquisition](#)

[Att 1 - RESO Acceptance of Agreement - Property](#)

[Att 2 - Purchase Agreement - MCRPD Property 03-02-2023 KFC](#)

[Att 3 - Prelim Title Report](#)

[Att 4 - Certificate of Acceptance](#)

[Att 5 - PC Staff Report MCRPD General Plan Consistency Analysis](#)

[Att 6 - Signed Resolution PC02-2023](#)

[Public Comment 8D](#)

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, APRIL 10, 2023**

STATE OF CALIFORNIA)
)ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on March 23, 2023.

June Lemos, MMC
City Clerk

NOTICE TO THE PUBLIC:

DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:

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

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

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

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

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



City of Fort Bragg

416 N Franklin Street
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Phone: (707) 961-2823
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Text File

File Number: 23-076

Agenda Date: 3/27/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5A.

Adopt City Council Resolution Approving Amendment of Contract with Therma, LLC for the Installation, Monitoring and Maintenance of CV Starr Community Center's Building Automation Controls, Increasing the Amount by a Not to Exceed Amount of \$6,147.00 and Authorizing City Manager to Execute Same (Account 810-4812-0751)

RESOLUTION NO. ____-2023

A RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING AMENDMENT OF CONTRACT WITH THERMA, LLC FOR THE INSTALLATION, MONITORING AND MAINTENANCE OF CV STARR COMMUNITY CENTER'S BUILDING AUTOMATION CONTROLS, INCREASING THE AMOUNT BY A NOT TO EXCEED AMOUNT OF \$6,147.00 AND AUTHORIZING CITY MANAGER TO EXECUTE SAME (ACCOUNT 810-4812-0751)

WHEREAS, on June 14, 2021, the Fort Bragg City Council authorized a contract with Therma, LLC for the installation, monitoring, and maintenance of CV Starr Community Center's building automation controls in the amount of \$28,014.00; and

WHEREAS, during their installation, it was determined that additional programmable controllers were required beyond the original scope of work; and

WHEREAS, Therma, LLC has supplied updated costs in order to complete the replacement of the bad controllers and provide one space controller for redundancy; and

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

WHEREAS, the Services are funded by the Capital Assets Fund for the needed CV Starr Center's Building Automation System budget, Account No. 810-4812-0751; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a Project Contract Change Order with Therma, LLC for the CV Starr Community Center's Building Automation Controls Project and authorizes the City Manager to execute the same upon execution by Contractor (Amount Not to Exceed \$34,161.00 Account 810-4812-0751).

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 27th day of March, 2023, by the following vote:

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

BERNIE NORVELL

Mayor

ATTEST:

**June Lemos, MMC
City Clerk**



1601 Las Plumas Ave.
San Jose, CA 95133
www.therma.com

January 18th,2022

CV Star
300 S. Lincoln Street,
Fort Brag, CA
Attn: Paul Kelley

Re: CV Star HRU Replacement Controllers
Quote: CS23-0007
Prepared by Chris Abney

Dear Paul,

Therma Controls will be provided pricing for three (x3) replacement PCG 2611 to replace the bad controllers on HRU 1 and HRU 3. The third controller will be programed and left with the facility as a spare. In the event of a controller failure the spare can be utilized as a "hot swap" to get the unit up and running. With that in mind Therma is pleased to present the following:

- Therma Controls to furnish three (x3) PCG 2611's
 - Therma controls to configure, program, and install two (x2) PCG 2611's. One (x1) to be utilized for HRU 1 and one (x1) to be utilized for HRU 3.
 - Once installed Therma controls to commission for proper functionality
- Therma Controls to configure and program remaining PCG 2611 for shelf stock. In the event of a critical controller failure, facilities can use the spare and "hot swap" the controller out to bring unit back online.

CV Star Replacement HRU Controllers	
Labor:	\$2,247.00
Material:	\$3,486.00
Tax:	\$414.00
Price:	\$6,147.00

Warranty:

- A. 1-year parts & labor warranty
- B. Labor during Warranty period, to be performed during normal business hours

Exclusions:

- 1. Overtime unless approved.
- 2. After hours override features of any kind.
- 3. Fire life safety integration of any kind.
- 4. Demo of any kind, not specifically called out in this quote.
- 5. Cutting, patching and painting.
- 6. Existing building conditions i.e. building pressurization, airflow, thermostat location, etc.
- 7. Control of any equipment of any kind not in the scope of work.
- 8. Any items not listed in the above scope of work.

Terms/Conditions

Our prices include straight time labor. Supplier/mmanufacturer price increases may nullify quoted amount. Payment is due within 30 days of receipt of invoice. If project cannot be completed within 30 days of approval date progress billing may proceed. Note: Therma's liability is limited to its own negligence, omissions, or misconduct. Proposal is valid for 30 Days.

We appreciate the opportunity to provide you with this proposed pricing and look forward to our future involvement with this project. If you have any questions, please feel free to give us a call. To authorize this work please fill in the fields below and email this proposal back to Charles.Elliott@therma.com

Sincerely,

Charles Elliott

Charles Elliott
Therma Controls Division

Authorization _____
Print Name Signed

Date _____ P.O. # _____



City of Fort Bragg

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Phone: (707) 961-2823
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Text File

File Number: 23-092

Agenda Date: 3/27/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5B.

Adopt Joint City Council/Municipal Improvement District Resolution Amending the FY 2022/23 Budget for Mid-Year Budget Adjustments

RESOLUTION NO. ____-2023
RESOLUTION OF THE FORT BRAGG CITY COUNCIL
and
RESOLUTION NO. ID ____-2023
RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT
BOARD

APPROVING BUDGET AMENDMENT 2022/23-16 AMENDING FISCAL YEAR
2022-23 BUDGET FOR MID-YEAR BUDGET ADJUSTMENTS

WHEREAS, on June 27, 2022, the Fort Bragg City Council and the Fort Bragg Municipal Improvement District No. 1 District Board adopted the Fiscal Year (FY) 2022-23 Budget; and

WHEREAS, the Finance Director has identified updated revenue projections, additional expenditure adjustments and corrections to the FY 2022-23 budget as adopted by the City Council on June 27, 2022; and

WHEREAS, on March 22, 2023, the City Council/District Board conducted a Mid-year Budget Review workshop; and

WHEREAS, as a result of the Mid-Year Budget Review process, it was determined that certain adjustments to the FY 2022-23 Adopted Budget are necessary; and

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

1. Certain adjustments to the FY 2022-23 Budget are necessary as shown in Exhibit A.
2. There are sufficient funds to fund the allocations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby amend the previously adopted FY 2022-23 Budget to incorporate the changes enumerated in Exhibit A.

The above and foregoing Resolution was introduced by Council/Board Member _____, seconded by Council/Board Member _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 27th day of March, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor/Chair

ATTEST:

June Lemos, MMC
City/District Clerk

BUDGET AMENDMENT FY 2022/23+A1:I45

Budget Adjustment #: **2022/23-16**

Budget FY: **FY 2022/23**

	Account Description	Account #			FY 22/23	Increase (+)	Decrease (-)	Revised Total	Description
					Current Budget	Budget Amt	Budget Amt	Budget Amt	
1	Mid-Year Budget Revenue Adjustments								
	Miscellaneous Revenues	110	4200	3998	\$ 1,500	\$ 24,000		\$ 25,500	Budget- Wellness Grant Funds Awarded
	MCOG/Parking Fund Reimb	110	4320	3205	-	67,690		67,690	CBD Traffic Study Funding
	Interfund Reimbursements	110	4520	3497	261,200	50,000		311,200	MCOG funding for Radar Trailer
								-	
					\$ 262,700	\$ 141,690	\$ -	\$ 404,390	
2	Mid-Year Budget Expenditure Adjustments								
	General Fund								
	Wellness Exp - PD	110	4200	0380	-	24,000		24,000	Expenditures for Grant Funds Received
	Professional Services - Streets	110	4520	0319	15,000	15,000		30,000	On-Call Grant Writing services
	Principal Payments - Non Dept	110	4916	0911	85,000		(85,000)	-	Redeemed \$3.5million, savings in principal
	Interest Expenses - Non Dept	110	4916	0912	514,703		(150,322)	364,381	Redeemed \$3.5million, savings in interest
	Professional Services - CDD	110	4320	0319	20,000	67,690		87,690	CBD Traffic Study- Funded by MCOG & Traffic
	Transfer to other Funds	110	7999	0799		551,224		551,224	Correct PY Transfers - Task Force officer Reimb
	Water Enterprise								
	Professional Services	610	4612	0319	\$ 88,533	\$ 15,000		103,533	On-call grant writing services
	Utilities	610	4612	0383	\$ 144,000	\$ 31,000		175,000	Increase in Utility Costs
	Wastewater Enterprise								
	Professional Services	710	4712	0319	\$ 88,533	15,000		103,533	On-call grant writing services
	Utilities	710	4712	0383	\$ 144,000	310,000		454,000	Increase in Utility Costs
	CV Starr Enterprise								
	Professional Services	810	4812	0319	\$ -	15,000		15,000	On-call grant writing services
	Facilities								
	Professional Services	520	4393	0319	\$ -	15,000		15,000	On-call grant writing services
	Transfer to other Funds	520	7999	7999		55,000		55,000	Corp Yard Roof Replacement
	Information Technology								
	Hardware Expenses	521	4394	0382	\$ 108,068	\$ 60,000		168,068	Two File Servers-critical
	Fleet								
	Vehicles	522	4550	0382	\$ 438,000	\$ 159,000		597,000	Overages in the Vehicle Prices, actuals compared to budget
	Salaries & Wages	522	4550	0101	\$ 69,555	\$ 10,390		79,945	Costs for overlap in Mechanic position
	Capital Improvements CIP/Special Revenues								
	Corp Yard Replacement	426	4875	0731	\$ 50,000	\$ 55,000		105,000	Corp Yard Roof Replacement increase in costs
	Parking Fund - Interfund Reimb	120	0000	0309		\$ 10,628		10,628	CBD Parking Feasibility Study
	Asset Forfeiture - Revenues Disc	167	0000	7999		\$ 551,224		551,224	Correct PY Transfers - Task Force officer Reimb
					Net Result	\$ 1,960,156	\$ (235,322)	\$ 3,490,226	
					\$ 1,765,392	\$ 2,101,846	\$ (235,322)	\$ 6,980,453	

Reason for Amendment: RESOLUTION # : _____

Mid-Year Budget 22/23 amendments

Authorization:

Requested By:	<u>Finance/Admin Dept</u>	Signature:	_____	Date:	_____
Approval:	<u>Isaac Whippy</u>		_____		_____
Finance Use:	<u>Adriana Moreno Ramos</u>		_____		_____

Attach copies of Resolution or other documentation



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Text File

File Number: 23-074

Agenda Date: 3/27/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5C.

Receive and File Minutes of the February 09, 2023 Public Works and Facilities Committee Meeting



City of Fort Bragg

416 N Franklin Street
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Phone: (707) 961-2823
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Meeting Minutes Public Works and Facilities Committee

Thursday, February 9, 2023

3:00 PM

Via Video Conference

MEETING CALLED TO ORDER

Committee Chair Lindy Peters called meeting to order at 3:00 pm.

ROLL CALL

Committee Members Lindy Peters and Tess Albin-Smith present. City Staff; Director, John Smith, Committee Clerk, Sandy Arellano also present.

PLEASE TAKE NOTICE

Committee Clerk read the "Please Take Notice" clause.

1. APPROVAL OF MINUTES

1A. [22-645](#) Approve Minutes of October 13, 2022

Committee members Peters and Albin-Smith approved minutes as presented.

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

3. CONDUCT OF BUSINESS

3A. [23-034](#) Director Oral Report on Departmental Activities and Project Updates

Director John Smith provided updates on the following projects and items of interest:

- Oneka Buoy Project; DWR funding grant pending.
- SRF Agreement; funding source secured.
- Caltrans ADA Main Street Project; timeline
- Caltrans Pudding Creek Bridge Widening Project and City Water and Sewer line relocation; starting soon.
- Water Systems Distribution Master Plan; kick off meeting.
- Raw Water Line Project; moving forward slowly
- New Reservoir; researching options regarding design to minimize impact to natural-scape and wildlife.
- Water Meter Replacement Project; challenging transition for Finance. 1,000 residential meters to be replaced.
- Bainbridge Playground; bid preparations.
- On- Call Grant Writing RFP; next council meeting for approval.

- Collections System Rehabilitation; five projects in need of repair.
- Recycled Wastewater; researching master plan options.
- Streets Rehabilitation; funding source is being secured, planning for the near future.
- Facilities Rehabilitation; Old Rec pool area, looking into grants to fund.
- CV Starr Center; Capital Improvement Projects time challenges, funding needs.

4. MATTERS FROM COMMITTEE / STAFF

Committee member Albin-Smith referenced City of Ukiah's funding sources for park improvements. Director John Smith responded the City anticipates seeking the same funding opportunities.

Committee member Albin-Smith questioned status on Pickle Ball location, and new access gate to the tennis courts at Bainbridge Park. Director John Smith responded, School District to bid project out for pickle ball; City will assist with funding using AB funds. Tennis courts new access to be completed by City PW crew.

Tess would like to have a monthly public report newsletter on Public Works updates and project status' on a newspaper.

Director Smith commented on the status of the upcoming streets rehab project; Franklin Street will be prioritize.

Committee member Peters commented on timeline for new gate access to tennis courts and understands Public Works crew is short staff and busy.

Committee member Lindy Peters requested an update regarding the glare at Paul Clark's property for next meeting.

Albin-Smith commented on the possibility of recreating a man made lake for public use at the new reservoir site. Director Smith agrees on the idea however will need to look into the possibility.

ADJOURNMENT

Committee Chair Peters adjourned meeting at 3:38 pm.



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Text File

File Number: 23-090

Agenda Date: 3/27/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5D.

Approve Minutes of March 13, 2023



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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, March 13, 2023

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

AGENDA REVIEW

Mayor Norvell asked Vice Mayor Godeke to be the Acting Mayor this meeting to get some experience in running meetings.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. [23-069](#) Presentation of Proclamation Recognizing March 2023 as "Women's History Month"

Councilmember Albin-Smith read the proclamation recognizing March 2023 as Women's History Month.

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

(1) Dr. Richard Miller spoke about decriminalizing certain plants and fungi that are psychedelic in nature. Shelley Green asked the City to look into closures of the Skunk Train routes. Jacob Patterson spoke about misuse of asset forfeiture funds.

(2) Shelley Green and Jacob Patterson spoke about Consent Calendar Item 5B.

(3) N/A.

3. STAFF COMMENTS

City Attorney Collins gave an update on the current status of the receivership case on Whipple Street. City Manager Ducey said the mid-year budget review will be on March 22 at 1:30 (CV Starr) and 2:30 (City). Administrative Analyst Munoz spoke about Restaurant Week and Fort Bragg Whale Festival next week.

4. MATTERS FROM COUNCILMEMBERS

Councilmember Rafanan spoke briefly about the local cultural and education ad hoc committee's progress on the recommendations from the Citizens Commission. Councilmember Albin-Smith reported on the Women's History Gala in Ukiah. Vice Mayor Godeke gave an update on the cultural ad hoc committee, and reported on meetings with local tribal members and the school district. Councilmember Peters said that a ceremony was held on March 11, the anniversary of the tsunami that devastated Fort Bragg's Sister City, Otsuchi. Student and adult exchanges with Japan will occur next year.

5. CONSENT CALENDAR

Councilmember Albin-Smith asked that Item 5B be removed from the Consent Calendar for further discussion.

Approval of the Consent Calendar

A motion was made by Councilmember Peters, seconded by Mayor Norvell, to approve the Consent Calendar, with the exception of Item 5B. The motion carried by the following vote:

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

- 5A. [23-060](#)** Adopt City Council Resolution Approving the Establishment of the Police Sergeant - Intermediate P.O.S.T. - Acting Classification; and Confirming Master Salary Rate Compensation Plan for All City of Fort Bragg Established Classifications

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4664-2023

- 5C. [23-064](#)** Approve Minutes of February 27, 2023

These Minutes were approved on the Consent Calendar.

- 5D. [23-073](#)** Approve Minutes of March 1, 2023 City Council Goal Setting Retreat

These Minutes were approved on the Consent Calendar.

ITEMS REMOVED FROM CONSENT CALENDAR

- 5B. [23-063](#)** Receive and Accept the City of Fort Bragg's 2022 General Plan Annual Progress Report and the 2022 Housing Element Annual Report as Required by State Law

Councilmember Albin-Smith asked for an explanation of how the reports relate to the General Plan and Local Coastal Plan. Special Projects Manager McCormick said the Housing Element Report is completed and submitted to the State so that the City can remain eligible for grants. It summarizes how policies and programs are progressing.

Public Comment: Dennis Miller.

A motion was made by Councilmember Albin-Smith, seconded by Mayor Norvell, that the Reports be accepted. The motion carried by the following vote:

Aye: 4 - Mayor Norvell, Vice Mayor Godeke, Councilmember Albin-Smith and Councilmember Rafanan

Abstain: 1 - Councilmember Peters

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

8. CONDUCT OF BUSINESS

8A. [23-042](#) Presentation from Housing Mendocino Coast, a 501(c)3 Non-Profit Community Land Trust Housing Program

Special Projects Manager McCormick gave a summary of the community land trust and introduced three board members of Housing Mendocino Coast.

Public Comment was received from Shelley Green, Jacob Patterson and Jay Rosenquist.

This item was informational only; no action was taken.

9. CLOSED SESSION

ADJOURNMENT

Acting Mayor Godeke adjourned the meeting at 7:02 PM.

BERNIE NORVELL, MAYOR

June Lemos, MMC, City Clerk

IMAGED (_____)



City of Fort Bragg

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

Text File

File Number: 23-094

Agenda Date: 3/27/2023

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5E.

Approve Minutes of Joint City Council/Mendocino Coast Recreation and Park District Special Meeting of March 22, 2023



City of Fort Bragg

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

Meeting Minutes Special City Council

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

Wednesday, March 22, 2023

1:30 PM

Town Hall, 363 N Main Street
and Via Video Conference

Joint City Council/MCRPD Special Meeting - CV Starr Mid-Year Budget Workshop

CALL TO ORDER

Mayor Norvell called the meeting to order at 1:31 PM.

ROLL CALL

Mendocino Coast Recreation and Park District Board Members:

Present: 3 - Board Member Barbara Burkey, Board Member Angela Dominguez, Board Member Kylie Felicich

Absent: 2 - Board Member Bob Bushansky, Board Member John Huff

Fort Bragg City Councilmembers:

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

1. PUBLIC COMMENTS ON THIS SPECIAL MEETING AGENDA

Jay McMartin-Rosenquist asked what the cost-savings were for elimination of the Financial Officer at the C.V. Starr Center.

2. CONDUCT OF BUSINESS

- 2A.** [23-088](#) Conduct Joint City Council/Mendocino Coast Recreation & Park District Board Work Session for C.V. Starr Community Center FY 2022/23 Mid-Year Budget Review

Mendocino Coast Recreation and Park District (MCRPD) Administrative Director Moneque Wooden presented the report for this agenda item. The Center's revenue is increasing but it is not quite at the pre-pandemic figures. Gym, pool, and merchandise revenues have increased. The Center will open on Fridays for limited hours of 9:00 AM to 2:00 PM beginning next Friday, on the gym side only, as there are not enough lifeguards to open up the pool. There have been some savings in personnel costs since the City took over the finance aspect of operations. Ms. Wooden's former position has not been filled since she was promoted to administrator. The Center has realized savings of about \$50K in maintenance costs. The capital improvement list is growing as the facility ages, but it is hard to get parts for some of the equipment. Utilities costs have risen mostly due to high propane costs which are more than double from two years ago. Discussion was held regarding creative ways to increase membership and to get more lifeguards. Increased fees were recommended to offset the costs of operations. Finance Director Whippy thanked Ms. Wooden and her staff for doing a great job with the budget, with a

forecasted surplus of \$443K. MCRPD is recommending a \$15K budget amendment to go after grants to help the center do some capital improvements. Staff was directed to bring a budget amendment resolution back on the next consent calendar.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 2:10 PM.

BERNIE NORVELL, MAYOR

June Lemos, MMC, City Clerk

IMAGED (_____)



City of Fort Bragg

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

Text File

File Number: 23-065

Agenda Date: 3/27/2023

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Resolution

Agenda Number: 7A.

Receive Report, Conduct Public Hearing, and Consider Adoption of Resolution Authorizing City Manager to Execute PG&E Loan Documents Associated with the Facilities Lighting Improvement Project



AGENCY: City Council
MEETING DATE: March 27, 2023
DEPARTMENT: Public Works
PRESENTED BY: Alfredo Huerta
EMAIL ADDRESS: ahuerta@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report, Conduct Public Hearing, and Consider Adoption of Resolution Authorizing City Manager to Execute PG&E Loan Documents Associated with the Facilities Lighting Improvement Project, City Project No. PWP-00125

ISSUE:

An efficiency survey of City-owned facilities was conducted by EcoGreen Solutions in September 2022 at no cost to the City. EcoGreen is an energy services company that specializes in energy efficiency upgrades, through utility company programs. After the survey of the facilities was completed, EcoGreen finalized a scope of work for each facility to receive PG&E approval and funding in the form of no-interest loans for the Facilities Lighting Improvement Project.

Renewable energy and energy efficiency projects may be sole-sourced or procured through either formal or informal procurement under Government Code §§4217.10-4217.18, if the City Council is able to make findings at a regular meeting, following a public hearing, that the cost of the proposed Project will be less than the anticipated cost of energy that would have been consumed by the City if the Project is not completed (i.e., the energy cost savings exceed the Project costs).

ANALYSIS:

City staff members are continuously working on projects that increase energy efficiency and decrease cost over time in addition to the general maintenance of the facilities owned and operated by the City.

The Facilities Lighting Improvement Project (Project) includes the removal and replacement of various lighting components at the Fort Bragg City Hall (including City Hall East), Public Works Yard, Water Treatment Facility, Wastewater Treatment Facility, and Police Department for the completion of Energy Saving Recommendations. This work will be funded through On-Bill Financing (OBF) provided by PG&E. This program provides the opportunity for public agencies to pay back a no-interest loan based on projected energy savings, via installments on their monthly PG&E bill. The payments of this loan will be a flat monthly rate, irrespective of seasonal energy use/savings variations. After the loan is repaid, any energy savings that result from the new energy efficiency equipment will translate into lower utility costs. To attempt to meet bill neutrality, actual savings from the Project are used to calculate the loan by PG&E.

See Table 1 below for energy cost savings information for each facility. The total estimated loan balance is \$106,171 but may be adjusted if the total cost of the Project is more or less

AGENDA ITEM NO. 7A

than this estimate. The payback period for the no-interest loan varies based on the cost of each facility as shown below. The loan terms and conditions are set to provide simple payback from energy savings during the loan term. The overall monthly payment of \$1,149.30 will be offset by the estimated average monthly energy cost savings of \$1,161.37.

Facility	Project Cost	Payback Period Years(Months)	Estimated Monthly Payment	Estimated Monthly Energy Cost Savings	Net Monthly Savings
City Hall	\$29,584.46	8.43 (102)	\$290.04	\$292.58	\$2.54
Wastewater Treatment Plant	\$21,361.64	5.83 (70)	\$300.87	\$305.34	\$4.47
Public Works Yard and WTP	\$12,204.12	5.24 (63)	\$190.69	\$193.92	\$3.23
Police Department	\$43,020.78	9.67 (116)	\$367.70	\$369.53	\$1.83
			\$1,149.30	\$1,161.37	\$12.07

TABLE 1: Compiled Energy Cost Savings

RECOMMENDED ACTION:

Receive Report, conduct Public Hearing, and consider adopting the Resolution making the finding that the cost of the proposed project will be less than the anticipated cost of energy that would have been consumed by the City if the project is not completed; approve the PG&E On-Bill Loan documents and authorize the City Manager to execute the necessary documents.

ALTERNATIVE ACTION(S):

1. Request additional information.
2. Do not approve the On-Bill Financing Loan Agreement and decide not to proceed with the project.
3. Provide alternative direction to staff.

FISCAL IMPACT:

The monthly cost of the loan will be added to the facilities electric bill but should be offset by the energy savings. The payoff period is between 5-10 years. See Table 1 above for full financial analysis.

GREENHOUSE GAS EMISSIONS IMPACT:

There will be reduction in GHG emissions. The amount is yet to be determined but in general replacing incandescent lights with LED lights can reduce energy use by up to 75% which results in reduced GHG's.

CONSISTENCY:

This project is consistent with the ongoing push to reduce power grid load and reduction of maintenance and operating costs wherever feasible. This project is also consistent with California Government Code Section 4217.10-4217.18, being that this is an energy

conservation project in which the cost of the proposed project will be less than the anticipated cost of energy that would have been consumed by the City if the project is not completed.

IMPLEMENTATION/TIMEFRAMES:

This project will proceed into the contracting phase with EcoGreen as a sole source contract after approval of the resolution.

ATTACHMENTS:

1. Resolution
2. PG&E On-Bill Financing Loan Documents
3. Pre-Install Documents
4. Proof of Public Hearing Publication

NOTIFICATION:

N/A

RESOLUTION NO. ____-2023

**A RESOLUTION OF THE FORT BRAGG CITY COUNCIL
FINDING THE PROPOSED FACILITIES LIGHTING PROJECT CONSISTENT WITH GOVT
CODE §§4217.10-4217.18, APPROVING THE PG&E ON-BILL LOAN DOCUMENTS,
AUTHORIZING CITY MANAGER TO EXECUTE PG&E LOAN DOCUMENTS ASSOCIATED
WITH FACILITIES LIGHTING IMPROVEMENT PROJECT**

WHEREAS, City staff has pursued energy saving projects to reduce operating costs at various facilities including Fort Bragg City Hall, Wastewater Treatment Plant, Public Works Yard and Water Treatment Plant, and Police Department; and

WHEREAS, EcoGreen Solutions, an energy services company specializing in energy efficiency upgrades, conducted efficiency surveys at various City facilities at no cost to the City; and

WHEREAS, EcoGreen Solutions finalized a scope of work for each facility to receive PG&E approval and funding for the Facilities Lighting Improvement Project; and

WHEREAS, PG&E provides no-interest loans for the purpose of lighting upgrades to reduce energy usage for public agencies; and

WHEREAS, loan payments will be added to PG&E account invoices and are anticipated to be cost neutral; and

WHEREAS, in accordance with California Government Code Section 4217.10-4217.18, renewable energy and energy efficiency projects may be sole-sourced or procured through either formal or informal procurement if the City Council is able to make findings at a regular meeting, following a public hearing, that the cost of the proposed project will be less than the anticipated cost of energy that would have been consumed by the City if the project is not completed (i.e., the energy cost savings exceed the project cost); and

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

1. This project is a positive step in the reduction of greenhouse gas and operating costs at various facilities owned and operated by the City.
2. Based on the analysis, the cost of the proposed Project will be less than the anticipated cost of energy that would have been consumed by the City if the project is not completed in accordance with Govt Code §§4217.10-4217.18.
3. PG&E will provide an interest-free loan to finance the project with the monthly loan payments included in the monthly account invoices at approximately the amount of energy cost savings realized from the upgrade to LED lighting for an overall period of approximately 116 months.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby authorize the City Manager to execute the On-Bill Financing Loan Agreement and any other necessary loan documents for the LED Lighting Project with PG&E and EcoGreen Solutions.

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 27th day of March, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned Local Agency or District¹ Customer ("Customer") has contracted for the provision of energy efficiency/demand response equipment and services (the "Work") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company ("PG&E") shall extend a loan (the "Loan") to Customer in the amount of the loan balance (the "Loan Balance") pursuant to the terms of this On-Bill Financing Loan Agreement ("Loan Agreement") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "Schedule").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "Application"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

- 1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("Contractor"), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "Adjustment").
3. PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes;
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds.

1 Local Agency or District as defined in California Government Code §50001 and §58004.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below ("Account")), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.
12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.
13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**
14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. LOCAL AGENCY OR DISTRICT REQUIREMENT

a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electric use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislative body belonging to Local Agency or District cited in this loan agreement.

b. No Lien or Encumbrance; Subordination:

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the “Related Facilities”). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the Local Agency or District cited here or any other issuer of bonds on behalf of the Local Agency or District concerning the Related Facilities entered into in the past, the present or the future (the “Senior Security Documents”); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

16. Loan Particulars.

This table is to be completed by PG&E

Total Cost	Incentive	Customer Buy- Down (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (months)	Number of Payments
\$ 29,584.46	\$ -	\$ -	\$ 29,584.46	\$ 290.04	102	102

Check Made Payable to Customer or Contractor
[customer to select payment method. Note that only one check can be issued]

17. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
94-6000335	80-0196823

PG&E Account # / Service Agreement #
0783031547 / 0782004174

Account Name, Customer	Name, Contractor
Primary Customer Name: CITY OF FORT BRAGG - 416 N FRANKLIN ST Project ID: Population Non-Res OBF - 52317 (City Hall)	EcoGreen Solutions, Corey Brophy

Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)
	27671 La Paz Rd, Suite 100
	Laguna Niguel CA 92677

Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
	Corey Brophy, EcoGreen Solutions

Full Name & Title →

Signature of Authorized Representative of Customer

Full Signature →

Date

Date Signed →

ACCEPTED: Pacific Gas and Electric Company

By	Date
PG&E On-Bill Financing Authorized Representative	

¹ The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed four million dollars (\$4,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

**On-Bill Financing Program (OBF)
Loan Calculation Summary Sheet
Simple project payback per meter**

Customer Name: CITY OF FORT BRAGG - 416 N FRANKLIN ST

Project Number: FA ID 014044

Calculations from:

Original

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Customer Down Payment or Buy-Down	CUSTOMER TOTAL LOAN AMOUNT	(C) CUSTOMER AVERAGE RATE PER kWh	(D) CUSTOMER AVERAGE RATE PER Therm	(E) ESTIMATED ANNUAL ENERGY SAVINGS (kWh)	(F) ESTIMATED ANNUAL GAS SAVINGS (Therm)	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$ 29,584.46	-	\$ -	\$ 29,584.46	0.31 \$	-	11,392.60	-	\$ 3,510.94	8.43

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
101	102	\$ 290.04	\$ 292.58

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)

(D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)

16. Loan Particulars.

This table is to be completed by PG&E

Total Cost	Incentive	Customer Buy- Down (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (months)	Number of Payments
\$ 21,361.64	\$ -	\$ -	\$ 21,361.64	\$ 300.87	71	71

Check Made Payable to Customer or Contractor
[customer to select payment method. Note that only one check can be issued]

17. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
94-6000335	80-0196823

PG&E Account # / Service Agreement #
0783031547 / 0783031140

Account Name, Customer	Name, Contractor
Primary Customer Name: CITY OF FORT BRAGG - 100 W CYPRESS ST Project ID: City of Fort Bragg - WWTP	EcoGreen Solutions, Corey Brophy

Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)
	27671 La Paz Rd, Suite 100
	Laguna Niguel CA 92677

Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
	Corey Brophy, EcoGreen Solutions

Full Name & Title →

Signature of Authorized Representative of Customer

Full Signature →

Date

Date Signed →

ACCEPTED: Pacific Gas and Electric Company

By	Date
PG&E On-Bill Financing Authorized Representative	

¹ The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed four million dollars (\$4,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

**On-Bill Financing Program (OBF)
Loan Calculation Summary Sheet
Simple project payback per meter**

Customer Name: CITY OF FORT BRAGG - 100 W CYPRESS ST

Project Number: FA ID 014046

Calculations from:

Original

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Customer Down Payment or Buy-Down	CUSTOMER TOTAL LOAN AMOUNT	(C) CUSTOMER AVERAGE RATE PER kWh	(D) CUSTOMER AVERAGE RATE PER Therm	(E) ESTIMATED ANNUAL ENERGY SAVINGS (kWh)	(F) ESTIMATED ANNUAL GAS SAVINGS (Therm)	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$ 21,361.64	\$ -	\$ -	\$ 21,361.64	\$ 0.21	\$ -	17,129.32	-	\$ 3,664.11	5.83

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
70	71	\$ 300.87	\$ 305.34

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)

(D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)

16. Loan Particulars.

This table is to be completed by PG&E

Total Cost	Incentive	Customer Buy- Down (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (months)	Number of Payments
\$ 12,204.12	\$ -	\$ -	\$ 12,204.12	\$ 190.69	64	64

Check Made Payable to Customer or Contractor
[customer to select payment method. Note that only one check can be issued]

17. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
94-6000335	80-0196823

PG&E Account # / Service Agreement #
0783031547 / 0784723117

Account Name, Customer	Name, Contractor
Primary Customer Name: CITY OF FORT BRAGG - 31301 CEDAR ST Project ID: City of Fort Bragg - Public Works Yard and Water T	EcoGreen Solutions, Corey Brophy

Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)
	27671 La Paz Rd, Suite 100
	Laguna Niguel CA 92677

Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
	Corey Brophy, EcoGreen Solutions

Full Name & Title →

Signature of Authorized Representative of Customer

Full Signature →

Date

Date Signed →

ACCEPTED: Pacific Gas and Electric Company

By	Date
PG&E On-Bill Financing Authorized Representative	

¹ The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed four million dollars (\$4,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

**On-Bill Financing Program (OBF)
Loan Calculation Summary Sheet
Simple project payback per meter**

Customer Name: CITY OF FORT BRAGG - 31301 CEDAR ST

Project Number: FA ID 014048

Calculations from:

Original

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Customer Down Payment or Buy-Down	CUSTOMER TOTAL LOAN AMOUNT	(C) CUSTOMER AVERAGE RATE PER kWh	(D) CUSTOMER AVERAGE RATE PER Therm	(E) ESTIMATED ANNUAL ENERGY SAVINGS (kWh)	(F) ESTIMATED ANNUAL GAS SAVINGS (Therm)	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$ 12,204.12	\$ -	\$ -	\$ 12,204.12	\$ 0.28	\$ -	8,458.07	-	\$ 2,327.01	5.24

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
63	64	\$ 190.69	\$ 193.92

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)

(D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)

16. Loan Particulars.

This table is to be completed by PG&E

Total Cost	Incentive	Customer Buy- Down (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (months)	Number of Payments
\$ 43,020.78	\$ -	\$ -	\$ 43,020.78	\$ 367.70	117	117

Check Made Payable to Customer or Contractor
[customer to select payment method. Note that only one check can be issued]

17. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
94-6000335	80-0196823

PG&E Account # / Service Agreement #
0783031547 / 0785356934

Account Name, Customer	Name, Contractor
Primary Customer Name: CITY OF FORT BRAGG - 250 CYPRESS ST Project ID: City of Fort Bragg - Police Department FA ID: 014047	EcoGreen Solutions, Corey Brophy, Program Manager

Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)
416 North Franklin Street	27671 La Paz Rd, Suite 100
Fort Bragg	Laguna Niguel
CA	CA
95437	92677

Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor
John Smith, Public Works Director City of Fort Bragg	Corey Brophy, Program Manager, EcoGreen Solutions

Full Name & Title →

Signature of Authorized Representative of Customer

Full Signature →

Date

Date Signed →

ACCEPTED: Pacific Gas and Electric Company

By	Date
PG&E On-Bill Financing Authorized Representative	

Address:
 On-Bill Financing Program
 Mail Code N6G
 Pacific Gas and Electric Company
 PO Box 770000
 San Francisco, CA 94177-0001

¹ The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed four million dollars (\$4,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

**On-Bill Financing Program (OBF)
Loan Calculation Summary Sheet
Simple project payback per meter**

Customer Name: CITY OF FORT BRAGG - 250 CYPRESS ST

Project Number: FA ID 014047

Calculations from:

Original

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Customer Down Payment or Buy-Down	CUSTOMER TOTAL LOAN AMOUNT	(C) CUSTOMER AVERAGE RATE PER kWh	(D) CUSTOMER AVERAGE RATE PER Therm	(E) ESTIMATED ANNUAL ENERGY SAVINGS (kWh)	(F) ESTIMATED ANNUAL GAS SAVINGS (Therm)	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$ 43,020.78	\$ -	\$ -	\$ 43,020.78	0.24 \$	-	18,868.47	-	\$ 4,434.41	9.70

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
116	117	\$ 367.70	\$ 369.53

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)

(D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)



Financing Supplement to the Energy Efficiency Retrofit Program Application

The Energy Efficiency Retrofit Loan Program (the "Program") is funded by California utility customers and administered by Pacific Gas and Electric Company (PG&E) under the auspices of the California Public Utilities Commission (CPUC). The Program provides qualified PG&E customers with a means to finance energy-efficient (EE) retrofit projects implemented under select PG&E EE Programs (the "Qualified Program"). The loans issued under the Program are interest-free, unsecured loans to fully or partially reimburse qualified PG&E customers for the costs they incur in connection with a qualified retrofit project (the "Retrofit Project"), which term shall mean the energy efficiency retrofit project described in Customer's relevant Energy Efficiency Program Application.

1. **Conditions for Eligibility:** Participation in the Program is limited to PG&E customers that meet the following conditions and satisfy these conditions throughout the duration of the Retrofit Project up to and including the date of Final Verification (defined below in Section 8): (a) the PG&E customer must be a business ("Commercial Customer") or a federal, state, county or local government agency ("Government Customer"); * Commercial Customers and Government Customers are collectively referred to as "Customer;" (b) Customer currently receives service from PG&E at the location of the Retrofit Project (the "Location"); (c) Customer has continually maintained an active PG&E account for the previous 24 months and has a minimum of 12 months of historical metered energy usage at Customer's current Location; (d) at the time the Customer's Program Application is Approved and Customer's Loan Agreement is executed, and at the time the loan is to be funded following completion of the Retrofit Project and satisfaction of all other requirements of the Loan Agreement, Customer must be in good credit standing, as determined by PG&E through credit review which may include a commercial credit check and a bill history review, which may be based upon the following and other criteria:
 - a. No 24-hour disconnection notices in the last 12 months;
 - b. No returned payments within the last 12 months;
 - c. No more than 1 payment arrangement in the last 12 months;
 - d. No broken payment arrangements within the last 12 months;
 - e. No deposit assessed within the last 12 months; and
 - f. The Retrofit Project qualifies and Customer is eligible for an incentive under the Qualified Program.
2. **Loan Features:** The loans offered under the Program are interest-free (0%) and free of any fees, late payment penalties or other charges. The loan terms and conditions are set to provide simple payback from energy savings during the maximum allowed loan term, and are calculated by dividing the loan amount (eligible project cost less Qualified Program Incentives) by the estimated monthly energy savings resulting from the Retrofit Project. The ensuing number of monthly payments must not exceed the Maximum Loan Term set forth in chart below ("Loan Amount and Term Limitations").
3. **Eligibility:** Prior to purchasing and installing any energy-efficient measures or equipment under the Qualified Program, Customer must satisfy the eligibility requirements of both the Program and Qualified Program. Because energy efficiency projects in progress are ineligible under the Program, Customer must have an inspection of the Retrofit Project and Location conducted and completed by PG&E before commencing any work or purchasing any equipment for the Retrofit Project.
4. **Inspection:** PG&E will assist Customers in understanding the energy efficiency measures available under the Qualified Program and will answer their questions concerning this Program. After Customer has decided upon the measures that comprise the Retrofit Project, PG&E will request an engineering review, perform an inspection of the Location, calculate the Loan Terms and prepare the Loan Documents. Thereafter, PG&E will provide Customer with a copy of the inspection report, a Loan Agreement, the Application, the applicable On-Bill Financing (OBF) Gas and/or Electric Rate Schedule and Loan Calculation Summary Sheet (collectively, the "Loan Documents").
5. **Loan Documents:** If the terms of the loan are acceptable, Customer shall execute the Loan Documents and return them to PG&E prior to the commencement of the Retrofit Project. Incomplete or incorrect applications cannot be processed and may result in the delay of PG&E's approval and possible disqualification from the Program. Customer may withdraw this Application for any reason without penalty by sending written notice to PG&E.
6. **Customer's Responsibilities for Contractor and Vendor:** Upon PG&E's notification to Customer that the Retrofit Project is eligible for the Program, Customer may begin the Retrofit Project pursuant to the contract agreed upon by Customer, its contractor or vendor. PG&E does not endorse or recommend any particular contractor or vendor nor does PG&E review any contractor or vendor proposals. Rather, Customer shall be solely responsible for reviewing the feasibility of the contractor's and vendor's proposal(s) and verifying their respective qualifications, pricing, energy savings, warranties and the terms and conditions of the contractor's and/or vendor's contract with Customer.

Loan Amount and Term Limitations	
Interest	0%, with no additional fees or charges
Minimum Loan Amount	\$5,000
Maximum Loan Amount	Commercial Customer: \$100,000 / premises Government Customer: \$250,000 / meter
Maximum Loan Term, not to exceed the Expected Useful Life (EUL) of the measures	Commercial Customer: 60 months Government Customer: 120 months

*Residential customers are ineligible.

7. PG&E Disclaimers: CUSTOMER'S DESIGN OF THE RETROFIT PROJECT AND SELECTION AND USE OF ENERGY EFFICIENCY EQUIPMENT, MEASURES AND SELECTION OF CONTRACTORS AND VENDORS IS AT CUSTOMER'S SOLE DISCRETION AND AT CUSTOMER'S SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PG&E EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY LIABILITY IN RESPECT OF ANY ADVICE, INFORMATION OR OTHER INSTRUCTION PROVIDED BY OR ON BEHALF OF PG&E TO CUSTOMER IN CONNECTION WITH THE QUALIFIED PROGRAM, PROGRAM OR RETROFIT PROJECT. PG&E DOES NOT WARRANT OR BEAR ANY RESPONSIBILITY FOR ANY OF THE FOLLOWING:

- a. THE WORK PERFORMED BY CUSTOMER'S CONTRACTOR(S) OR VENDOR(S), THAT THE RETROFIT PROJECT IS APPROPRIATE FOR THE LOCATION;
- b. THE RETROFIT WILL RESULT IN OR YIELD ANY ENERGY EFFICIENCY SAVINGS OR A SPECIFIC AMOUNT OF ENERGY EFFICIENCY SAVINGS OR OTHER REDUCTION IN CUSTOMER'S PG&E UTILITY BILL AFTER COMPLETION OF THE RETROFIT PROJECT;
- c. THE CONTRACTOR'S OR VENDOR'S SERVICES WILL BE TIMELY, COMPLETE OR ERROR-FREE, OR THAT DEFECTS IN THE RETROFIT PROJECT WILL BE CORRECTED BY SUCH INDIVIDUALS;
- d. ANY ERRORS, OMISSIONS, DEFECTS OR DELAYS IN THE DESIGN OR CONSTRUCTION OF THE RETROFIT PROJECT OR THE OPERATION OF ANY ENERGY EFFICIENCY MEASURES INSTALLED AT THE LOCATION.

8. Verification: Upon completion of the Retrofit Project, Customer shall request PG&E's post-completion inspection and final verification that the Retrofit Project has been completed in conformity with the requirements of the Qualified Program and that customer remains eligible (the "Final Verification").

a. If there has been any change to the Retrofit Project's scope, cost and/or incentives available under the Qualified Program or energy savings, Customer will be required to enter into a Loan Modification Agreement with PG&E, which may include new contract terms reflecting the changes in the Retrofit Project. (If a Loan Modification Agreement is required, it shall be deemed part of the "Loan Documents.")

b. If the changes to the Retrofit Project are such that it no longer meets the Program's payback criteria or other conditions, the Retrofit Project will be considered ineligible, the Loan Agreement will be terminated and no loan proceeds will be disbursed.

c. IF PG&E DETERMINES, IN ITS ABSOLUTE DISCRETION, THAT CUSTOMER'S CREDIT HAS DETERIORATED OR HAS OTHERWISE PLACED CUSTOMER'S REPAYMENT OF THE LOAN AT RISK, THE LOAN PROCEEDS SHALL NOT BE ISSUED, EVEN THOUGH THE RETROFIT PROJECT MAY HAVE BEEN SATISFACTORILY COMPLETED AT CUSTOMER'S EXPENSE.

9. Disbursements: Subject to and following PG&E's satisfactory Final Verification, an incentive check and the loan proceeds will be issued to Customer or, at Customer's written direction, to Customer's contractor or vendor.

10. General Provisions:

a. Applications for loans under the Program will be accepted from qualified Customers on a first-come, first-served basis until the funds allocated by PG&E for the Program are no longer available. The Program may be modified or terminated by the CPUC or PG&E at any time and without prior notice. However, termination of the Program following execution of a Loan Agreement by Customer will not affect that Loan Agreement, or, if Customer thereafter satisfies all Program conditions, the disbursement.

b. The loan proceeds may only be used to pay or reimburse Customer for implementing or installing energy-efficient measures or equipment through the Qualified Program.

c. If there is any conflict between the terms of any document relating to the Program, the Loan Documents shall control.

d. For all retrofit projects, including but not limited to streetlight, HVAC and lighting retrofits, Customer acknowledges and understands that Customer is able to use the installation vendor or contractor of their choice.

I have read, understand and agree to all of the Energy Efficiency Retrofit Loan Program requirements and terms and conditions set forth in this Program description. I understand that loan calculations will be based on pre-inspection results and on the applicable program documentation, and that my agency/company must meet all eligibility criteria and requirements in order to participate in the Program. Any unapproved changes to project scope, costs or run hours, or to my agency's/company's creditworthiness, between the time the Loan Documents are accepted and signed and the Retrofit Project is completed and the project's and my agency's/company's continued eligibility are verified, could result in loan ineligibility.

→ Legal Name of Business (i.e., the formal name on your tax return) _____

→ Authorized Representative's Printed Name _____

→ Authorized Representative's Signature _____ Title _____ Date _____

Tax identification information (select one):

→ Federal Tax ID Number: _____ ←

Social Security Number: _____

FOR PG&E USE ONLY:

PG&E OBF Administrator _____ Printed Name _____ Date _____

Retrofit Program Application Number _____ OBF Application Number _____





City of Fort Bragg
 City of Fort Bragg - City Hall
 416 N FRANKLIN ST
 FORT BRAGG, Ca 95437

Acct: 0783031547; SAID: 0782004174

27671 La Paz Rd, Suite 100
 Laguna Niguel, CA. 92677
info@ecogreen-solutions.net
 (949) 364 - 6800

Quote

Quote # 200502
 DATE 10/26/2022

Quotes are valid for 30 days from the above date.

Light EPN	INT/EXT	DESCRIPTION	QTY*	Unit Price	Amount
EGLA-TCA199-4100-120v-D-E26	int.	LED A19 dimmable, 4100K, 120v	9 w 1	\$18.50	\$18.50
EGTU-TC10-4ft-4000-T8-B	int	4' T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	10.5 w 54	\$11.97	\$646.38
EGTU-TC34-8ft-4000-T8-B	int	8' T8 LED Tube Type B, 4000K	32 w 16	\$33.50	\$536.00
EG24-MLWS-CS-UNV-VT	int	LED Troffer 2x4. 35K, 4K, 5K. w/ SMT Kit	49.2 w 4	\$315.00	\$1,260.00
EGCL-ML13-6"-CS-UNV-REC	int	LED 6" Can Downlight,3000K, 3500K, 4000K, REC	13 w 1	\$105.00	\$105.00
EGCL-ML13-6"-CS-UNV-REC	ext	LED 6" Can Downlight,3000K, 3500K, 4000K, REC	13 w 1	\$105.00	\$105.00
EGLA-TCA19-6-4100-120v-E26-CQ	int	LED A19, 4100K, 120v, California Quality	6 w 14	\$7.79	\$109.06
EG24-SF21-4000-UNV-REC	int	LED Troffer 2x4 Retrofit Kit, 4000K, UNV, REC	21 w 26	\$149.00	\$3,874.00
EGLA-TCBR3010.5-4100-120v-D-E26	int	LED BR30, 4100K, 120v, Dimmable	10.5 w 4	\$9.97	\$39.88
EGLN-ML33.16-4ft-CS-UNV-SMT-WRP	int	LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	33.2 w 10	\$179.00	\$1,790.00
EGLA-TCP3813.5-4100	int	LED PAR38, 4100K, Flood	13.5 w 10	\$20.50	\$205.00
EGLA-TCA196-4100-120v-E26-SR	int	LED A19, 4100K, 120v w/ Socket Replacement	6 w 1	\$7.79	\$7.79
EGLN-TC18-4ft-4000-UNV-SMT	int	LED 4' Linear Fixture, 4000K, UNV, SMT	18 w 7	\$115.00	\$805.00
EGLN-ML23.86-4ft-CS-UNV-SMT-WRP	int	LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9 w 8	\$179.00	\$1,432.00
EGLB-EN14-11"-CS-UNV-RND	int	LED Lowbay White 11" Round Puff Fixture, 3K,4K,5K, UNV, SMT, D	14 w 4	\$89.00	\$356.00
EGLA-TCA196-5000-120v-E26	ext	LED A19, 5000K, 120v	6 w 1	\$7.79	\$7.79
EGLN-TC38-8ft-4000-UNV-SMT-D	int	LED 8' Linear Fixture, 4000K, UNV, SMT	38 w 10	\$149.00	\$1,490.00
EGLF-TCP60-4000-UNV	int	LED High Lumen Filament Highbay Replacement, 4000k, UNV	60 w 6	\$99.98	\$599.88

TERMS AND CONDITIONS

WHEN SIGNED OR APPROVED BY CLIENT, THIS FORM BECOMES AN OFFICIAL ORDER AND A LEGALLY BINDING COMMITMENT SUBJECT TO THE TERMS AND CONDITIONS OF THIS FORM. BY SIGNING THIS FORM, CUSTOMER AGREES TO HAVE ECOGREEN SOLUTIONS PURCHASE AND INSTALL THE PRODUCTS LISTED ABOVE. All returned checks are subject to a \$20 service charge. If this invoice is not paid in full when due, a 1.5% per month late charge will be imposed. In this event, customer will be liable to pay reasonable collection charge, attorney fee and court cost. Warranty to be serviced by factory (see EcoGreen Scope of Work and warranty statement provided by the factory).

SIGNATURE: _____

DATE: _____

* All quantities to be verified by owner	SUBTOTAL	\$13,387.28
	LABOR	\$10,881.81
	SALES TAX	Included
	ADMINISTRATION & INSURANCE	\$468.55
(Brackets, Wiring, Sockets, Travel, Tiewire, Screws, Lifts, Lamp Recycling / Disposal, Shipping, Package, ETC.) MISC. CHARGES		\$3,346.82
	ICP Developer/Engineering Cost	\$1,500.00
	TOTAL PROJECT COST	\$29,584.46
	Estimated IRS Federal Tax Deduction per 179D:	\$7,898.40
	Estimated Annual Energy Savings:	\$3,510.94



Existing		Savings		Suggested Replacements					Savings						
Existing	Existing Operating Hours/Day / Yr.	Watts/ Fix	# of Lamps	Room/Area	Location	Building/Zone	Location	Suggested Replacement	Watts/Fix	# of Fixtures	# of Lamps	Usage Saved	KWh Saved	Annual Savings	
LED floor w 2 tubes	10 / 7 / 3677	w	1					LED A19, 4000K, 120v	w	1	1				
wp wt cfl	10 / 7 / 3677	w	1					Skip	w	1	1	81.8%	99.29	\$30.60	
8ft linear w2 l12	6 / 5 / 1637	w	4				community development department	LED 8 Linear Fixture, 4000K, UNV, SMT	38 w	4	4	99.1%	556.59	\$171.53	
4ft linear w1 cfl	6 / 5 / 1637	w	3				conference	LED A19, 4100K, 120v, California Quality	6 w	3	3	81.6%	132.80	\$40.86	
4ft linear w3 l8	6 / 5 / 1637	w	3				conference	4" T8 LED Tube Double Ended Byates (Type B), 4000K, UNV	31.5 w	3	9	64.6%	282.39	\$87.03	
8ft industrial w4 l8	6 / 5 / 1637	w	2				copy room	8" T8 LED Tube Type B, 4000K	128 w	2	8	-14.3%	(52.38)	-\$16.14	
8ft industrial w4 l8	6 / 5 / 1637	w	2				dead files	8" T8 LED Tube Type B, 4000K	128 w	2	8	-14.3%	(52.38)	-\$16.14	
24k box w4 l8	6 / 5 / 1637	w	2				finance director	LED Troffer 2x4, 35K, 4K, 5K, w SMT Kit	49.2 w	2	2	205.61	205.61	\$63.36	
4ft linear w4 l8	6 / 5 / 1637	w	12				finance including reception	4" T8 LED Tube Double Ended Byates (Type B), 4000K, UNV	31.5 w	12	36	64.6%	1,128.55	\$346.10	
4ft linear w3 l8	6 / 5 / 1637	w	2				housing and economic dev	LED Troffer 2x4, 35K, 4K, 5K, w SMT Kit	49.2 w	2	2	205.61	205.61	\$63.36	
6 inch can wt plug in cfl	6 / 5 / 1637	w	1				lobby	LED 6" Can Downlight, 3000K, 3500K, 4000K, REC	13 w	1	1	20	60.0%	\$10.09	
8ft linear w2 l12	6 / 5 / 1637	w	2				lobby bathroom	LED 8 Linear Fixture, 4000K, UNV, SMT	38 w	2	2	170 w	69.1%	278.29	\$82.76
LED cfl	6 / 5 / 1637	w	2				lobby bathroom 2	Skip	w	2	2				
LED BR30	6 / 5 / 1637	w	3				planner room	Skip	w	3	3				
LED cfl	6 / 5 / 1637	w	2				planner room	Skip	w	2	2				
24k deco box w3 l8	6 / 5 / 1637	w	1				planner room	Skip	w	1	1				
wp wt inc	6 / 5 / 1637	w	1				storage closet	4" T8 LED Tube Double Ended Byates (Type B), 4000K, UNV	31.5 w	1	3	64.6%	94.13	\$29.01	
2x4 w4 l12	6 / 5 / 1637	w	4				storage closet	LED A19 dimmable, 4100K, 120v	51 w	4	4	85.0%	83.49	\$25.73	
2x4 w4 l12	6 / 5 / 1637	w	4				city clerk	LED Troffer 2x4 Retrofit Kit, 4000K, UNV, REC	21 w	4	4	85.0%	83.49	\$25.73	
4ft linear w3 w4 l8	6 / 5 / 1637	w	2				city clerk hallway	LED Troffer 2x4 Retrofit Kit, 4000K, UNV, REC	21 w	1	1	53 w	71.5%	\$22.26	
4ft industrial w4 l8	6 / 5 / 1637	w	4				public works analyst	LED 41 Linear Wrap Fixture, 35K, 4K, 5K, UNV	258.00	4	4	70.4%	86.76	\$26.74	
4ft industrial w2 l8	6 / 5 / 1637	w	4				archives	LED 4 Linear Fxture, 4000K, UNV, SMT	164 w	4	4	69.5%	268.57	\$82.74	
2x4 w3 l8	6 / 5 / 1637	w	2				assistant to city manager	LED Troffer 2x4 Retrofit Kit, 4000K, UNV, REC	21 w	2	2	252 w	85.9%	445.27	\$137.22
4' floor wt RS0	6 / 5 / 1637	w	4				city council room	LED Troffer 2x4 Retrofit Kit, 4000K, UNV, REC	21 w	4	4	415.80	415.80	\$125.14	
2x4 w3 l8	6 / 5 / 1637	w	4				city council room	LED BR30, 4100K, 120v, Dimmable	10.5 w	4	4	18 w	30.0%	28.47	\$9.08
2x4 w2 l12	6 / 5 / 1637	w	4				computer room	LED Troffer 2x4 Retrofit Kit, 4000K, UNV, REC	21 w	4	4	272 w	76.4%	445.27	\$137.22
4ft linear wrap w4 l8	6 / 5 / 1637	w	1				computer room hallway	LED Troffer 2x4 Retrofit Kit, 4000K, UNV, REC	21 w	1	2	106 w	71.0%	173.52	\$53.48
floor wt halogen	6 / 5 / 1637	w	10				conference	LED 4 Linear Wrap Fixture, 35K, 4K, 5K, UNV	33.2 w	1	1	27 w	70.4%	\$38.74	
4ft linear wrap w4 l8	6 / 5 / 1637	w	2				conference	LED A19, 4100K, 120v w Socket Replacement	6 w	1	1	27 w	81.6%	\$19.62	
24k box w3 l8	6 / 5 / 1637	w	2				copy room	LED PAR38, 4100K, Flood	13.5 w	10	10	76.5 w	85.0%	\$385.94	
floor wt cfl	6 / 5 / 1637	w	3				director of public works	LED 4 Linear Wrap Fixture, 35K, 4K, 5K, UNV	33.2 w	1	1	79 w	70.4%	\$39.75	
2x4 w3 l8	6 / 5 / 1637	w	2				engineering tech	4" T8 LED Tube Double Ended Byates (Type B), 4000K, UNV	31.5 w	2	6	115 w	64.6%	\$58.02	
floor wt cfl	6 / 5 / 1637	w	3				engineering tech	LED A19, 4100K, 120v, California Quality	6 w	4	4	176.80	176.80	\$54.49	
2x4 w3 l8	6 / 5 / 1637	w	3				human resources	LED A19, 4100K, 120v, California Quality	6 w	3	3	81 w	81.6%	\$40.86	
LED floor w 1 inc	6 / 5 / 1637	w	6				IT manager	LED Troffer 2x4 Retrofit Kit, 4000K, UNV, REC	21 w	4	4	272 w	76.4%	\$137.22	
2x4 w3 l8	6 / 5 / 1637	w	4				main hall area	Skip	w	3	3				
LED 8 inch can w 1 inc.	6 / 5 / 1637	w	1				reception area	LED Troffer 2x4 Retrofit Kit, 4000K, UNV, REC	21 w	4	4	272 w	76.4%	\$137.22	
4ft linear wrap w2 l8	6 / 5 / 1637	w	3				boys bathroom	Skip	w	1	1				
6 inch can w1 plug in cfl	6 / 5 / 1637	w	3				office	LED 4 Linear Fixture, 4000K, UNV, SMT	18 w	3	3	35 w	59.5%	\$7.46	
6 inch can w1 plug in cfl	6 / 5 / 1637	w	3				office hallway	LED 4 Linear Fixture, 4000K, UNV, SMT	18 w	3	3	123 w	69.5%	\$42.05	
4ft linear wrap w2 l8	6 / 5 / 1637	w	3				press room	LED Lowbay White 11" Round Puff Fixture, 3K, 4K, 5K, UNV, SMT, Dimmable	14 w	1	1	26 w	65.0%	\$5.12	
4ft linear wrap w2 l8	6 / 5 / 1637	w	1				press room	LED 4 Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9 w	1	1	35 w	59.5%	\$7.46	
4ft linear wrap w2 l8	6 / 5 / 1637	w	4				press room	LED 4 Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9 w	4	4	140 w	59.5%	\$23.84	
cfl	6 / 5 / 1637	w	2				press room	Skip	w	2	2				
4ft linear wrap w1 l8	6 / 5 / 1637	w	1				press room	Skip	w	1	1				
4ft linear wrap w1 l8	6 / 5 / 1637	w	1				press room	LED Lowbay White 11" Round Puff Fixture, 3K, 4K, 5K, UNV, SMT, Dimmable	14 w	1	1	19 w	57.6%	\$6.59	
LED track lights	6 / 5 / 1637	w	15				press room	LED 4 Linear Wrap Fixture, 35K, 4K, 5K, UNV	33.2 w	1	1	79 w	70.4%	\$32.75	
4ft linear wrap w2 l8	6 / 5 / 1637	w	15				press room	Skip	w	15	15				
4ft linear wrap w2 l8	6 / 5 / 1637	w	2				press room storage	LED 4 Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9 w	1	1	9 w	27.6%	\$1.31	
4ft linear wrap w2 l12	6 / 5 / 1637	w	2				press room storage	LED 4 Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9 w	1	1	35 w	59.5%	\$6.06	
4ft linear wrap w2 l8	6 / 5 / 1637	w	2				press room storage	LED 8 Linear Fixture, 4000K, UNV, SMT	38 w	2	2	170 w	69.1%	\$86.76	
LED complete fixture no tubes	6 / 5 / 1637	w	3				archives 2	LED 4 Linear Wrap Fixture, 35K, 4K, 5K, UNV	33.2 w	2	2	258.00	258.00	\$79.51	
6 inch can w1 plug in cfl	6 / 5 / 1637	w	3				historical archives starts to east building	Skip	w	3	3				
LED moveable wpg	6 / 5 / 1637	w	3				outside man building	LED A19, 4100K, 120v, California Quality	6 w	3	3	81 w	81.6%	\$40.86	
4ft linear w4 l8	6 / 5 / 1637	w	3				outside man building	LED 6" Can Downlight, 3000K, 3500K, 4000K, REC	13 w	1	1	20 w	60.0%	\$22.67	
6 inch can w1 plug in cfl	6 / 5 / 1637	w	2				rec building	Skip	w	2	2				
LED moveable wpg	6 / 5 / 1637	w	2				rec building	LED Lowbay White 11" Round Puff Fixture, 3K, 4K, 5K, UNV, SMT, Dimmable	14 w	2	2	38 w	57.6%	\$4.38	
4ft linear w4 l8	6 / 5 / 1637	w	3				rec building	Skip	w	3	3				
6 inch can w1 plug in cfl	6 / 5 / 1637	w	3				rec building	Skip	w	3	3				
LED moveable wpg	6 / 5 / 1637	w	2				rec building	LED High Lumen Flament Highway Replacement, 4000K, UNV	17.70 w	1	1	100.0%	682.29	\$204.10	
4ft linear w4 l8	6 / 5 / 1637	w	3				rec building	LED A19, 4100K, 120v, California Quality	6 w	1	1	27 w	81.6%	\$3.11	
6 inch can w1 plug in cfl	6 / 5 / 1637	w	2				rec building	LED 8 Linear Fixture, 4000K, UNV, SMT	38 w	2	2	338 w	81.6%	\$38.98	
4ft linear w4 l8	6 / 5 / 1637	w	3				rec building	LED 4 Linear Wrap Fixture, 35K, 4K, 5K, UNV	33.2 w	3	3	236 w	70.4%	\$27.26	
		w							w						

ENERGY AUDIT



14 Reference to Order # 200502

City of Fort Bragg - City Hall
 416 N FRANKLIN ST
 FORT BRAGG, CA 95437
 Acct. 0783031547; SAID: 0782004174

EcoGreen Sales Rep: Matt Bennett
 Customer Contact: John Smith
 Title of Contact: Director of Public Works
 Customer Phone: (707) 961-2823 ext. 136
 Customer Email: jsmith@fortbragg.com

Approx. Building Size 13,164 SF
 Energy Rate \$ 0.31 /KWh
 Interest Rate 0%

EXISTING		Suggested Replacements		Savings		Savings		Savings	
Watts/ Fix	# of Fixtures	Watts/Fix	# of Fixtures	Watts/Bulbs Saved	# of Lamps	Usage Saved	KWh Saved	Annual Savings	Annual Savings
Existing									
Totals	176	176	176	8,855 W	176	67.6%	11,392.60	\$292.58	\$3,510.94
Totals		Totals		Totals		Totals		Totals	
8,855	Estimated Watts Saved	\$29,584.46	Suggested Replacement	Approximate Energy Savings Per Month				\$292.58	
11,393	Estimated Annual kWh Saved	\$29,584.46	Suggested Replacement	Estimated Energy Savings Per Year				\$3,510.94	
1.4	Estimated Avg Annual Res Powered by Savings	8.43	Suggested Replacement	**Estimated Total Savings Over 5 Years				\$19,791.48	
8	Estimated Annual CO2 Savings (MT)			** Estimated Total Savings After 10 Years				\$46,276.94	
3,166,544	Estimated Btu Savings Per Month			Estimated Energy Rebate				\$0.00	
67.6%	Estimated Average Electrical Savings			Estimated IRS Tax Deduction 179D Available				\$7,898.40	
8.43	Estimated Payback Period Yrs. - No Rebates, Tax Deductions or Bulb Replacement Savings			***Estimated Federal Tax Savings				\$2,764.44	
7.39	Estimated Payback Period Yrs. Fully Comprehensive ^A			Estimated Bulb Replacement Savings Per Year				\$117.67	
				Estimated Bulb Replacement Savings Per Avg. Est. Life of LED				\$66,575.26	
				Estimated Loan Payment				\$290.04	

NOTE: Attached calculations do not include depreciation deduction for project cost.
^APayment is based on a 8.43 year loan at 0% interest OAC, actual may vary.
^{**} Reflects energy savings per year increasing at industry standard 6% per year + Bulb Replacement

*** Based on IRS 179D Deduction @ 35% federal tax rate
 **** Program Payback Period Yrs. = (Total Project Cost - Available Program Rebates or Incentives) / Estimated \$ Saved per Year
^A Payback Period Yrs. = (Total Project Cost - Available Rebate or Incentive - Tax Savings) / (Estimated Savings Per Year + Bulb Replacement Savings Per Yr.)
^B Based on industry standard LED lifespan of 50,000 hrs.



27671 La Paz Rd, Suite 100
 Laguna Niguel, CA. 92677
info@ecogreen-solutions.net
 (949) 364 - 6800

Quote

Quote # 200506
 DATE 11/2/2022

City of Fort Bragg
 City of Fort Bragg - WWTP
 100 W CYPRESS ST
 FORT BRAGG, Ca 95437
 Acct: 0783031547; SAID: 0783031140

Quotes are valid for 30 days from the above date.

Light EPN	INT/ EXT	DESCRIPTION	QTY*	Unit Price	Amount
EGLN-ML33.16-4ft-CS-UNV-SMT-WRP	int	LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	33.2 w 11	\$179.00	\$1,969.00
EGLN-ML23.86-4ft-CS-UNV-SMT-WRP	int	LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9 w 12	\$179.00	\$2,148.00
EG24-SF34-4000-UNV-REC	int	LED Troffer 2x4 Retrofit Kit, 4000K, UNV, REC	34 w 1	\$165.00	\$165.00
EGHB-AL90-5000-UNV-2FT-TS	int	LED 2ft Linear High Bay, 5000K, UNV, Titan Series	90 w 3	\$197.00	\$591.00
EGLN-TC18-4ft-4000-UNV-SMT	int	LED 4' Linear Fixture, 4000K, UNV, SMT	18 w 6	\$115.00	\$690.00
EGLN-TC20-4ft-4000-UNV-SMT-VT	int	LED 4' Linear Vapor Tight Fixture, 4000K, UNV, SMT	23 w 11	\$135.00	\$1,485.00
EGAL-RL70-5000-UNV-PH-SB	ext	LED Area Light, 5000K, UNV, PH w/ Swivel Bracket	70 w 1	\$335.00	\$335.00
EGAL-RL100-5000-UNV-PH-RP	ext	LED Area Light, 5000K, UNV, PH w/ Round Pole Mount	100 w 3	\$415.00	\$1,245.00
EGAL-RL100-5000-UNV-PH-SF	ext	LED Area Light, 5000K, UNV, PH w/ Slip Fitter	100 w 3	\$415.00	\$1,245.00
EGCL-ML13-6"-CS-UNV-REC	int	LED 6" Can Downlight, 3000K, 3500K, 4000K, REC	13 w 5	\$105.00	\$525.00
EGLA-TCA196-4100-120v-E26-SR	int	LED A19, 4100K, 120v w/ Socket Replacement	6 w 2	\$7.79	\$15.58
EGWP-AL40-5000-UNV-PH	ext	LED Wallpack, 5000K, UNV, PH	40 w 1	\$215.00	\$215.00
EGLB-EN14-11"-CS-UNV-RND	int	LED Lowbay White 11" Round Puff Fixture, 3K,4K,5K, UNV, SMT, D	14 w 6	\$89.00	\$534.00
EGLA-TCA1915-5000-120v-E26	ext	LED A19, 5000K, 120v	15 w 3	\$12.97	\$38.91
EGLF-TCP30-4000-UNV	int	LED High Lumen Filament Highbay Replacement, 4000k, UNV	26 w 1	\$77.98	\$77.98

TERMS AND CONDITIONS

WHEN SIGNED OR APPROVED BY CLIENT, THIS FORM BECOMES AN OFFICIAL ORDER AND A LEGALLY BINDING COMMITMENT SUBJECT TO THE TERMS AND CONDITIONS OF THIS FORM. BY SIGNING THIS FORM, CUSTOMER AGREES TO HAVE ECOGREEN SOLUTIONS PURCHASE AND INSTALL THE PRODUCTS LISTED ABOVE. All returned checks are subject to a \$20 service charge. If this invoice is not paid in full when due, a 1.5% per month late charge will be imposed. In this event, customer will be liable to pay reasonable collection charge, attorney fee and court cost. Warranty to be serviced by factory (see EcoGreen Scope of Work and warranty statement provided by the factory).

SIGNATURE: _____

DATE: _____

SUBTOTAL	\$11,279.47
LABOR	\$5,163.93
SALES TAX	Included
ADMINISTRATION & INSURANCE	\$394.78
(Brackets, Wiring, Sockets, Travel, Tiewire, Screws, Lifts, Lamp Recycling / Disposal, Shipping, Package, ETC.) MISC. CHARGES	\$3,023.46
ICP Developer/Engineering Cost	\$1,500.00
TOTAL PROJECT COST	\$21,361.64
* All quantities to be verified by owner	Estimated k/w Power Saved Rebate Total: \$0.00
	IRS Tax Cert, Inspection, Report: \$0.00
	Estimated IRS Federal Tax Deduction per 179D: \$5,458.80
	Estimated Annual Energy Savings: \$3,664.11

ENERGY AUDIT

City of Fort Bragg
 City of Fort Bragg - WWTP
 100 W CYRESS ST
 FORT BRAGG, CA 95437
 Acct: 0783031547; S&D: 0783031140

EcoGreen Sales Rep: Matt Bennett
 Customer Contact: John Smith
 Title of Contact: Director of Public Works
 Customer Phone: (707) 961-2823 ext. 136
 Customer Email: jsmith@fortbragg.com

Approx. Building Size 9,088 SF
 Energy Rate \$ 0.21 /kWh
 Interest Rate 0%



EXISTING			Suggested Replacements			Savings							
Existing	Watts/Fix	# of Fixtures	Building Zone	Location	Room/Area	Watts/Fix	# of Fixtures	# of Lamps	Watts/bulbs Saved	Usage Saved	kWh Saved	Annual Savings	
LED cobra head	11	7	4100	backstage area		Skip							
LED pole mounted flood	11	7	4100	breakroom building		Skip							
LED adjustable flood	11	7	4100	breakroom building	room next to breakroom	LED 4' Linear Fixture, 4000K, UNV, SMT	18	3	108	75.7%	175.20	\$37.46	
4ft industrial w/2 112	4	5	1043	breakroom building	breakroom	LED 4' Linear Fixture, 4000K, UNV, SMT	18	2	112	75.7%	116.60	\$24.98	
4ft industrial w/2 112	4	5	1043	building with utility trucks	main area	Skip							
LED luminaire	8	5	2086	building with utility trucks	office	LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9	2	70	59.5%	146.42	\$31.32	
4ft linear wrap w/2 18	8	5	2086	choline building	breakroom	Skip							
low bay w/ 1 LED	8	5	2086	choline building	choline building	LED High Lumen Flameless Highbay Replacement, 4000K, UNV	26	1	42	61.8%	87.60	\$18.74	
lb w/1 cfl	8	5	2086	choline building	perimeter	Skip							
LED adjustable flood	11	7	4100	choline building	trator room	Many Whites 11" Round Bulb Fixture, 3K, 4K, 5K, UNV, SMT, D	14	4	344	86.0%	717.49	\$153.48	
lowbay w/1 cfl	8	5	2086	choline building	comp and blower room	Skip							
LED 4ft linear no tubes	8	5	2086	comp and blower building	perimeter	Skip							
LED 4ft linear no tubes	8	5	2086	comp and blower building	perimeter	Skip							
LED adjustable flood	11	7	4100	gift removal	perimeter	LED Area Light, 5000K, UNV, PH w/ Shield Bracket	70	1	118	62.8%	483.76	\$103.48	
flood w/1 hps	11	7	4100	in front of tractor		LED Area Light, 5000K, UNV, PH w/ Round Pole Mount	100	3	1,074	78.2%	4,403.08	\$841.85	
Fixed w/1 m	11	7	4100	lab		LED A19, 5000K, 120v	15	3	285	85.0%	1,045.52	\$223.62	
6" can w/1 cfl plug in	4	5	1043	lab	bathroom	LED 6" Can Downlight, 3000K, 3500K, 4000K, REC	13	3	60	60.6%	62.57	\$13.38	
wp w/1 inc	4	5	1043	lab	bathroom	Skip							
fan light w/2 cfl	4	5	1043	lab	bathroom	Skip							
fan light w/2 cfl	4	5	1043	lab	bathroom	LED A19, 4100K, 120v w/ Socket Replacement	12	1	6	33.3%	6.26	\$1.34	
4ft linear wrap w/2 18	8	5	2086	lab	bathroom	LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9	1	35	59.5%	73.21	\$15.66	
4ft linear wrap w/2 18	8	5	2086	lab	main area	LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9	1	35	59.5%	73.21	\$15.66	
4ft linear wrap w/2 18	8	5	2086	lab	main area	LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9	1	35	59.5%	73.21	\$15.66	
6" can w/1 cfl plug in	8	5	2086	lab	main area	LED 6" Can Downlight, 3000K, 3500K, 4000K, REC	13	1	20	60.6%	41.71	\$8.92	
4ft linear wrap w/2 18	8	5	2086	lab	office 1	LED 4' Linear Vapor Tight Fixture, 35K, 4K, 5K, UNV	23.9	2	70	59.5%	146.42	\$31.32	
6" can w/1 cfl plug in	1	5	261	lab	storage	LED 6" Can Downlight, 3000K, 3500K, 4000K, REC	13	1	20	60.6%	5.21	\$1.12	
4ft linear wrap w/2 112	8	5	2086	lab building 2		LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9	2	100	67.7%	208.99	\$44.70	
LED pole mounted flood	11	7	4100	near generator	bathroom 1	Skip							
LED acroluar fixture w/2 ZINC	4	5	1043	office	bathroom 2	Skip							
LED acroluar fixture w/2 ZINC	4	5	1043	office	downstairs	Skip							
4ft industrial w/2 LED 18	8	5	2086	office	office	Skip							
LED 4ft wrap w/2 18	8	5	2086	office	office	Skip							
LED acroluar fixture w/2 ZINC	4	5	1043	office	main area	Skip							
4ft linear wrap w/2 18	8	5	2086	office	main area	LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9	1	35	59.5%	73.21	\$15.66	
4ft linear wrap w/2 18	8	5	2086	office	main area	LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9	1	35	59.5%	73.21	\$15.66	
LED wall light w/ 1 INC	11	7	4100	office	outside front door	LED 4' Linear Vapor Tight Fixture, 4000K, UNV, SMT	33.2	3	236	70.4%	1,054.07	\$218.25	
4ft linear vapor w/2 18	8	5	2086	office	outside workshop	Skip							
4ft linear vapor w/2 18	8	5	2086	office	outside workshop	LED 4' Linear Vapor Tight Fixture, 4000K, UNV, SMT	23	1	36	61.0%	75.09	\$16.06	
lowbay w/1 cfl	2	5	521	office	spare room	LED 4' Linear Vapor Tight Fixture, 4000K, UNV, SMT	23	4	144	61.0%	300.34	\$64.25	
4ft linear vapor w/2 18	2	5	521	office	spare room	Many Whites 11" Round Bulb Fixture, 3K, 4K, 5K, UNV, SMT, D	14	2	172	86.0%	69.69	\$19.18	
LED adjustable flood	8	5	2086	old comp building		LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.9	4	140	59.5%	292.93	\$62.64	
LED Vial light	11	7	4100	old comp building	perimeter	Skip							
LED Vial light	11	7	4100	outside chlorine building	perimeter	Skip							
flood w/1 m	458	3	11	7	4100	outside spare parts building	LED Area Light, 5000K, UNV, PH w/ Slip Filter	100	3	1,074	78.2%	4,403.08	\$841.85
highbay w/6 18	3	11	7	4100	outside spare parts building	LED 2ft Linear High Bay, 5000K, UNV, Titan Series	90	3	285	48.6%	531.86	\$113.77	
2x4 w/6 18	1	8	5	2086	sludge dry building	LED Troffer 2x4 Retrofit Kit, 4000K, UNV, REC	34	1	317	90.3%	661.17	\$141.43	
4ft industrial w/2 112	4	5	1043	sludge dry building	office	LED 4' Linear Fixture, 4000K, UNV, SMT	18	1	56	75.7%	116.60	\$24.98	
4ft linear vapor w/2 18	8	5	2086	sludge dry building	office	LED 4' Linear Vapor Tight Fixture, 4000K, UNV, SMT	23	3	108	61.0%	225.26	\$48.18	
4ft linear vapor w/2 18	8	5	2086	spare parts building	main area	LED 4' Linear Vapor Tight Fixture, 4000K, UNV, SMT	23	3	108	61.0%	225.26	\$48.18	
4ft linear vapor w/2 18	8	5	2086	spare parts building	main area	LED 4' Linear Vapor Tight Fixture, 4000K, UNV, SMT	23	3	108	61.0%	225.26	\$48.18	
walkpck w/ 1 hps	188	1	11	7	4100	spare parts building	LED Walkpack, 5000K, UNV, PH	40	1	148	78.7%	606.75	\$129.79
Totals		143	Ave: 2993				W	143	5,955	74.0%	17,129.32	\$3,664.11	

5,955	Estimated Watts Saved	\$21,361.64	Total Project Cost
17,129	Estimated Annual kWh Saved	\$21,361.64	Total After Rebate/Incentive Project Cost
2.1	Estimated Avg Annual Res Powered by Savings	5.83	****Estimated Program Payback Period Yrs.
13	Estimated Annual CO2 Savings (MT)		
1,759,321	Estimated Btu Savings Per Month		
74.0%	Estimated Average Electrical Savings		
5.83	Estimated Payback Period Yrs. - No Rebates, Tax Deductions or Bulb Replacement Savings		
5.15	Estimated Payback Period Yrs. Fully Comprehensive*		
	Approximate Energy Savings Per Month	\$305.34	
	Estimated Energy Savings Per Year	\$3,664.11	
	**Estimated Total Savings Over 5 Years	\$20,654.94	
	** Estimated Total Savings After 10 Years	\$48,295.92	
	Estimated Energy Rebate	\$0.00	
	Estimated IRS Tax Deduction 179D Available	\$5,458.80	
	***Estimated Federal Tax Savings	\$1,910.58	
	Estimated Bulb Replacement Savings Per Year	\$110.06	
	^^ Estimated Bulb Replacement Savings Per Avg. Est. Life of LED	\$13,712.97	
	Estimated Loan Payment	\$300.87	

*** Based on IRS 179D Deduction @ 35% federal tax rate
 ****Program Payback Period Yrs. = (Total Project Cost - Available Program Rebates or Incentives) / Estimated \$ Saved per Year
 *Payback Period Yrs. = (Total Project Cost - Available Rebate or Incentive - Tax Savings) / (Estimated Savings Per Year + Bulb Replacement Savings Per Yr.)
 **Based on industry standard LED lifespan of 50,000 hrs.
 NOTE: Attached calculations do not include depreciation deduction for project cost.
 *Payment is based on a 5.03 year loan at 0% interest OAC, actual may vary.
 ** Reflects energy savings per year increasing at industry standard 6% per year + Bulb Replacement



27671 La Paz Rd, Suite 100
 Laguna Niguel, CA. 92677
info@ecogreen-solutions.net
 (949) 364 - 6800

Quote

Quote # 200505
 DATE 10/31/2022

City of Fort Bragg
 City of Fort Bragg - Public Works Yard and Water Treatment Plant
 31301 CEDAR ST
 Fort Bragg, Ca 95437
 Acct: 0783031547; SAID: 0784723117

Quotes are valid for 30 days from the above date.

Light EPN	INT/ EXT	DESCRIPTION	QTY*	Unit Price	Amount
EGLN-TC40-4ft-4000-UNV-SMT-VT	int	LED 4' Linear Vapor Tight Fixture, 4000K, UNV, SMT	40 w 4	\$145.00	\$580.00
EGLN-TC18-4ft-4000-UNV-SMT	int	LED 4' Linear Fixture, 4000K, UNV, SMT	18 w 4	\$115.00	\$460.00
EGLN-ML33.16-4ft-CS-UNV-SMT-WRP	int	LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	33.16 w 13	\$179.00	\$2,327.00
EGLN-TC38-8ft-4000-UNV-SMT-D	int	LED 8' Linear Fixture, 4000K, UNV, SMT	38 w 13	\$149.00	\$1,937.00
EGWP-IKIO25-5000-UNV	ext	LED Wallpack, 35K, 4K, 5K, UNV, PH	24.4 w 2	\$119.00	\$238.00
EGFL-HL70-CS-UNV-SF	ext	LED Flood Light, 3K, 4K, 5K, UNV, Slip-Fitter	70 w 1	\$197.00	\$197.00
EGFL-HL100-CS-UNV-SF	ext	LED Flood Light, 3K, 4K, 5K, UNV, Slip-Fitter	100 w 1	\$225.00	\$225.00

TERMS AND CONDITIONS

WHEN SIGNED OR APPROVED BY CLIENT, THIS FORM BECOMES AN OFFICIAL ORDER AND A LEGALLY BINDING COMMITMENT SUBJECT TO THE TERMS AND CONDITIONS OF THIS FORM. BY SIGNING THIS FORM, CUSTOMER AGREES TO HAVE ECOGREEN SOLUTIONS PURCHASE AND INSTALL THE PRODUCTS LISTED ABOVE. All returned checks are subject to a \$20 service charge. If this invoice is not paid in full when due, a 1.5% per month late charge will be imposed. In this event, customer will be liable to pay reasonable collection charge, attorney fee and court cost. Warranty to be serviced by factory (see EcoGreen Scope of Work and warranty statement provided by the factory).

SIGNATURE: _____

DATE: _____

* All quantities to be verified by owner	SUBTOTAL	\$5,964.00
	LABOR	\$3,040.38
	SALES TAX	Included
	ADMINISTRATION & INSURANCE	\$208.74
(Brackets, Wiring, Sockets, Travel, Tiewire, Screws, Lifts, Lamp Recycling / Disposal, Shipping, Package, ETC.)	MISC. CHARGES	\$1,491.00
	ICP Developer/Engineering Cost	\$1,500.00
	TOTAL PROJECT COST	\$12,204.12
	Estimated IRS Federal Tax Deduction per 179D:	\$6,727.20
	Estimated Annual Energy Savings:	\$2,327.01



ENERGY AUDIT

City of Fort Bragg
 City of Fort Bragg - Public Works Yard and Water Treatment Pl
 31301 CEDAR ST
 Fort Bragg, Ca 95527
 Acct: 0783037547; SHAD: 078472311Z

EcoGreen Sales Rep: Matt Bennett
 Customer Contact: John Smith
 Title of Contact: Director of Public Works
 Customer Phone: (707) 961-2823 ext. 136
 Customer Email: jsmith@fortbragg.com

Approx. Building Size 11,212 SF
 Energy Rate \$ 0.28 /KWh
 Interest Rate 0%

In Reference to Quote # 200505

Existing	Watts/ Fix	# of Fixtures	Existing Operating Hours-Day / Yr.	Location		Room/Area	Suggested Replacements		Savings				
				Building Zone	Room/Area		Watts/Fix	# of Fixtures	# of Lamps	Watts/bulbs Saved	Usage Saved	KWh Saved	Annual Savings
LED wallpack	w	2	11 7 / 4100				100 w	2	1	185 w	66.1%	769.44	\$219.94
wp area light w/ rth	74 w	1	1 5 / 261	corp yard	auto shop	LED Flood Light, 3K, 4K, 5K, UNV, Slip-Filter	18 w	1	1	56 w	75.7%	14.60	\$4.02
4ft linear w2 l12	112 w	2	6 5 / 1664	corp yard	auto shop	LED 4 Linear Fixture, 4000K, UNV, SMT	33.2 w	2	2	158 w	70.4%	246.53	\$67.83
4ft linear w2 l12	74 w	1	2 5 / 321	corp yard	bathroom	LED 4 Linear Fixture, 4000K, UNV, SMT	18 w	1	1	56 w	75.7%	12.80	\$3.60
4ft linear wrap w4 l8	112 w	3	4 5 / 1043	corp yard	break room	LED 4 Linear Fixture, 4000K, UNV, SMT	33.2 w	3	3	236 w	70.4%	246.53	\$67.83
LED luminary	w	4	11 7 / 4100	corp yard	exterior perimeter	Skip	w	4	4	540 w	78.0%	1,126.29	\$308.87
8ft linear w2 l12	173 w	1	8 5 / 2086	corp yard	front indoor parking	LED 4 Linear Fixture, 35K, 4K, 5K, UNV	33.2 w	1	1	79 w	70.4%	164.35	\$45.22
4ft linear wrap w4 l8	112 w	1	8 5 / 2086	corp yard	office	LED 4 Linear Fixture, 4000K, UNV, SMT	38 w	1	1	945 w	78.0%	1,971.00	\$542.27
8ft linear w2 l12	173 w	7	8 5 / 2086	corp yard	rear indoor parking	Skip	w	7	7	552 w	70.4%	1,150.48	\$316.52
LED 8 inch can	w	4	8 5 / 2086	corp yard	rocky mechanic	LED 4 Linear Fixture, 35K, 4K, 5K, UNV	38 w	4	4	291.57	78.0%	291.57	\$77.47
4ft linear wrap w4 l8	112 w	7	8 5 / 2086	corp yard	sign room and plumbing room	LED 8 Linear Fixture, 4000K, UNV, SMT	38 w	1	1	135 w	78.0%	291.57	\$77.47
8ft linear w2 l12	173 w	1	8 5 / 2086	corp yard	sign room and plumbing room	LED 8 Linear Fixture, 4000K, UNV, SMT	38 w	1	1	135 w	78.0%	291.57	\$77.47
LED luminary	w	4	8 5 / 2086	corp yard	updates office	Skip	w	4	4	310 w	88.6%	646.57	\$172.89
4ft linear w2 l12	173 w	2	8 5 / 2086	NOVO Pump house	comp room	LED 4 Linear Fixture, 4000K, UNV, SMT	40 w	4	4	76 w	32.2%	158.51	\$43.61
4ft linear vapor w2 l8	126 w	2	11 7 / 4100	NOVO Pump house	holding tank room	LED 4 Linear Vapor Tight Fixture, 4000K, UNV, SMT	24.4 w	2	2	207 w	80.9%	849.45	\$233.70
wp w/ rth	w	1	11 7 / 4100	NOVO Pump house	outside tank room	LED Wallpack, 35K, 4K, 5K, UNV, PH	w	1	1	120 w	63.2%	491.96	\$135.35
LED luminary	w	2	11 7 / 4100	water treatment		Skip	w	2	2	120 w	63.2%	491.96	\$135.35
flood w/ rth	150 w	2	8 5 / 2086	water treatment	1st office	LED Flood Light, 3K, 4K, 5K, UNV, Slip-Filter	70 w	1	1	120 w	63.2%	491.96	\$135.35
LED 4ft linear w2 l18	w	2	8 5 / 2086	water treatment	2nd office	Skip	w	2	2	120 w	63.2%	491.96	\$135.35
LED 4ft linear w2 l18	w	2	8 5 / 2086	water treatment	water treatment	Skip	w	2	2	120 w	63.2%	491.96	\$135.35
LED 4ft linear w2 l18	w	1	8 5 / 2086	water treatment	water treatment	Skip	w	1	1	120 w	63.2%	491.96	\$135.35
LED luminary	w	11	8 5 / 2086	water treatment	bathroom	Skip	w	11	11	120 w	63.2%	491.96	\$135.35
LED luminary	w	3	8 5 / 2086	water treatment	water treatment	Skip	w	3	3	120 w	63.2%	491.96	\$135.35
LED inc. bulbs in a circular fixture	w	1	8 5 / 2086	water treatment	water treatment	Skip	w	1	1	120 w	63.2%	491.96	\$135.35
Totals		73	Ave: 2841						73	3,800 w	73.1%	8,458.06	\$2,327.01

3,800	Estimated Watts Saved	\$12,204.12	Total Project Cost
8,458	Estimated Annual kWh Saved	\$12,204.12	Total After Rebate/Incentive Project Cost
1.0	Estimated Avg Annual Res Powered by Savings	5.24	****Estimated Program Payback Period Yrs.
6	Estimated Annual CO2 Savings (MT)		
1,796,268	Estimated Btu Savings Per Month		
73.1%	Estimated Average Electrical Savings		
5.24	Estimated Payback Period Yrs. - No Rebates, Tax Deductions or Bulb Replacement Savings		
4.10	Estimated Payback Period Yrs. Fully Comprehensive*		

Approximate Energy Savings Per Month **\$193.92**
 Estimated Energy Savings Per Year **\$2,327.01**
 Estimated Total Savings Over 5 Years **\$13,117.57
 ** Estimated Total Savings After 10 Years **\$30,671.85**
 Estimated Energy Rebate **\$0.00**
 Estimated IRS Tax Deduction 179D Available **\$6,727.20**
 ****Estimated Federal Tax Savings **\$2,354.52**
 Estimated Bulb Replacement Savings Per Year **\$76.67**
 ** Estimated Bulb Replacement Savings Per Avg. Est. Life of LED **\$9,611.26**
 Estimated Loan Payment **\$190.69**

NOTE: Attached calculations do not include depreciation deduction for project cost.
 *Payment is based on a 5.24 year loan at 0% interest OAC, actual may vary.
 ** Reflects energy savings per year increasing at industry standard 6% per year + Bulb Replacement



City of Fort Bragg
 City of Fort Bragg - Police Department
 250 CYPRESS ST
 FORT BRAGG, CA 95437
 Acct: 0783031547; SAID: 0785356934

27671 La Paz Rd, Suite 100
 Laguna Niguel, CA. 92677
info@ecogreen-solutions.net
 (949) 364 - 6800

Quote

Quote # 200504
 DATE 10/31/2022

Quotes are valid for 30 days from the above date.

Light EPN	INT/ EXT	DESCRIPTION	QTY*	Unit Price	Amount
EG24-SF21-4000-UNV-REC	int	LED Troffer 2x4 Retrofit Kit, 4000K, UNV, REC	21 w 88	\$149.00	\$13,112.00
EGTU-TC10-4ft-4000-T8-B	int	4' T8 LED Tube Double Ended Bypass(Type B), 4000K, UNV	10.5 w 38	\$11.97	\$454.86
EGLN-ML23.86-4ft-CS-UNV-SMT-WRP	int	LED 4' Linear Wrap Fixture, 35K, 4K, 5K, UNV	23.86 w 1	\$179.00	\$179.00
EGLN-TC18-4ft-4000-UNV-SMT	int	LED 4' Linear Fixture, 4000K, UNV, SMT	18 w 2	\$115.00	\$230.00
EGCL-ML13-8"-CS-UNV-REC	int	LED 8" Can Downlight,3000K, 3500K, 4000K, REC	13 w 26	\$120.00	\$3,120.00
EGCL-ML13-8"-CS-UNV-REC	ext	LED 8" Can Downlight,3000K, 3500K, 4000K, REC	13 w 5	\$120.00	\$600.00
EGAL-RL100-5000-UNV-PH-SP	ext	LED Area Light, 5000K, UNV, PH w/ Square Pole Mount	100 w 13	\$415.00	\$5,395.00
EGLA-TCA196-4100-120v-E26-SR	int	LED A19, 4100K, 120v w/ Socket Replacement	6 w 8	\$7.79	\$62.32

TERMS AND CONDITIONS

WHEN SIGNED OR APPROVED BY CLIENT, THIS FORM BECOMES AN OFFICIAL ORDER AND A LEGALLY BINDING COMMITMENT SUBJECT TO THE TERMS AND CONDITIONS OF THIS FORM. BY SIGNING THIS FORM, CUSTOMER AGREES TO HAVE ECOGREEN SOLUTIONS PURCHASE AND INSTALL THE PRODUCTS LISTED ABOVE. All returned checks are subject to a \$20 service charge. If this invoice is not paid in full when due, a 1.5% per month late charge will be imposed. In this event, customer will be liable to pay reasonable collection charge, attorney fee and court cost. Warranty to be serviced by factory (see EcoGreen Scope of Work and warranty statement provided by the factory).

SIGNATURE: _____

DATE: _____

* All quantities to be verified by owner	SUBTOTAL	\$23,153.18
	LABOR	\$11,267.21
	SALES TAX	Included
	ADMINISTRATION & INSURANCE	\$810.36
(Brackets, Wiring, Sockets, Travel, Tiewire, Screws, Lifts, Lamp Recycling / Disposal, Shipping, Package, ETC.)	MISC. CHARGES	\$5,788.30
	ICP Developer/Engineering Cost	\$2,001.73
	TOTAL PROJECT COST	\$43,020.78
	Estimated IRS Federal Tax Deduction per 179D:	\$4,417.80
	Estimated Annual Energy Savings:	\$4,434.41

ENERGY AUDIT



EcoGreen Sales Rep: Matt Bennett
 Customer Contact: John Smith
 Title of Contact: Director of Public Works
 Customer Phone: (707) 861-2823 ext. 136
 Customer Email: jsmith@fortbragg.com

City of Fort Bragg
 City of Fort Bragg - Police Department
 250 CYPRESS ST
 FORT BRAGG, CA 95437
 Acct. 07-83031547-SAND-0785536934

Approx. Building Size 7,363 SF
 Energy Rate \$ 0.24 /kWh
 Interest Rate 0%

In Reference to Quote # 200504

EXISTING		Suggested Replacements		Savings										
Existing	Watts/Fix	# of Fixtures	Hours-Operating/Day/Yr.	Building/Zone	Location	Room/Area	Suggested Replacement	Watts/Fix	# of Fixtures	# of Lamps	Watts/bulbs Saved	Usage Saved	kWh Saved	Annual Savings
LED flood	89 w	2	4.9 7 7 1783	main building	main building	bathroom 1	Shp	28.9 w	1	1	35 w	59.5%	11.15	\$2.62
LED luminary	89 w	1	1.7 7 7 635	main building	main building	bathroom 2	Shp	13 w	1	1	18 w	58.1%	11.43	\$2.69
LED luminary	89 w	1	1.7 7 7 635	main building	main building	bathroom 3	Shp	13 w	1	1	18 w	58.1%	11.43	\$2.69
4ft linear vlv w2 lb	59 w	1	0.9 7 7 318	main building	main building	utility room	LED 4' Linear Wrap Fixture, 35K, JK, 3K, UNV	28.9 w	1	1	35 w	59.5%	11.15	\$2.62
8" can w2 plug in cfl	31 w	1	1.7 7 7 635	main building	main building	bathroom 1	LED 8" Can Downlight, 3000K, 3500K, 4000K, REC	13 w	1	1	18 w	58.1%	11.43	\$2.69
8" can w2 plug in cfl	31 w	1	1.7 7 7 635	main building	main building	bathroom 2	LED 8" Can Downlight, 3000K, 3500K, 4000K, REC	13 w	1	1	18 w	58.1%	11.43	\$2.69
8" can w2 plug in cfl	31 w	1	1.7 7 7 635	main building	main building	bathroom 3	LED 8" Can Downlight, 3000K, 3500K, 4000K, REC	13 w	1	1	18 w	58.1%	11.43	\$2.69
8" can w1 plug in cfl	33 w	1	4.9 7 7 1783	main building	main building	outside electric room	LED 8" Can Downlight, 3000K, 3500K, 4000K, REC	13 w	1	1	20 w	60.6%	35.67	\$8.38
8" can w2 plug in cfl	66 w	4	3.5 7 7 1270	main building	main building	lobby	LED 8" Can Downlight, 3000K, 3500K, 4000K, REC	13 w	4	4	212 w	80.3%	289.28	\$63.29
8" can w2 plug in cfl	66 w	4	4.9 7 7 1783	main building	main building	outside front door	LED 8" Can Downlight, 3000K, 3500K, 4000K, REC	13 w	4	4	212 w	80.3%	378.07	\$86.85
8" can w2 plug in cfl	66 w	2	3.5 7 7 1270	main building	main building	main hallway	LED 8" Can Downlight, 3000K, 3500K, 4000K, REC	13 w	2	2	424 w	80.3%	538.56	\$126.57
8" can w2 plug in cfl	66 w	2	3.5 7 7 1270	main building	main building	breakroom hallway	LED 8" Can Downlight, 3000K, 3500K, 4000K, REC	13 w	2	2	106 w	80.3%	134.64	\$31.64
8" can w2 plug in cfl	66 w	3	3.5 7 7 1270	main building	main building	entrance hallway	LED 8" Can Downlight, 3000K, 3500K, 4000K, REC	13 w	3	3	159 w	80.3%	201.96	\$47.46
8" can w2 plug in cfl	66 w	3	3.5 7 7 1270	main building	main building	patrol hallway	LED 8" Can Downlight, 3000K, 3500K, 4000K, REC	13 w	3	3	159 w	80.3%	201.96	\$47.46
8" can w2 plug in cfl	66 w	3	3.5 7 7 1270	main building	main building	97m hallway	LED 8" Can Downlight, 3000K, 3500K, 4000K, REC	13 w	3	3	159 w	80.3%	201.96	\$47.46
4ft linear vlv 2th	458 w	13	4.9 7 7 1783	main building	main building	office	LED Area Light, 1500K, UNV, PH w/ Square Pole Mount	100 w	13	13	4,654 w	79.2%	1,866.04	\$1,965.59
24x36 lb	89 w	9	3.2 7 7 1065	main building	main building	records	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	9	9	612 w	76.4%	1,866.04	\$274.04
24x36 lb	89 w	7	3.5 7 7 1270	main building	main building	records office 1	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	7	7	476 w	76.4%	694.02	\$142.09
24x36 lb	89 w	4	2.6 7 7 953	main building	main building	records office 2	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	4	4	272 w	76.4%	289.12	\$69.90
24x36 lb	89 w	2	2.6 7 7 953	main building	main building	caso	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	2	2	136 w	76.4%	129.56	\$30.45
24x36 lb	89 w	2	3.5 7 7 1270	main building	main building	mommy room	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	2	2	136 w	76.4%	129.56	\$30.45
24x36 lb	89 w	2	3.5 7 7 1270	main building	main building	cru	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	2	2	136 w	76.4%	129.56	\$30.45
24x36 lb	89 w	4	3.5 7 7 1270	main building	main building	breakroom	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	4	4	272 w	76.4%	345.49	\$81.20
24x36 lb	89 w	4	3.5 7 7 1270	main building	main building	chefs 1	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	4	4	272 w	76.4%	345.49	\$81.20
24x36 lb	89 w	6	3.5 7 7 1270	main building	main building	chefs 2	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	6	6	408 w	76.4%	518.24	\$121.80
24x36 lb	89 w	4	3.5 7 7 1270	main building	main building	lab	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	4	4	272 w	76.4%	345.49	\$81.20
24x36 lb	89 w	2	3.5 7 7 1270	main building	main building	conference	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	2	2	136 w	76.4%	129.56	\$30.45
24x36 lb	89 w	12	3.5 7 7 1270	main building	main building	lab	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	12	12	816 w	76.4%	1,036.48	\$243.59
24x36 lb	89 w	4	3.5 7 7 1270	main building	main building	LT	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	4	4	272 w	76.4%	345.49	\$81.20
24x36 lb	89 w	2	0.9 7 7 318	main building	main building	evidence	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	2	2	136 w	76.4%	129.56	\$30.45
24x36 lb	89 w	6	3.5 7 7 1270	main building	main building	bedding	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	6	6	408 w	76.4%	518.24	\$121.80
24x36 lb	89 w	8	3.5 7 7 1270	main building	main building	report writing	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	8	8	408 w	76.4%	518.24	\$121.80
24x36 lb	89 w	4	3.5 7 7 1270	main building	main building	signs	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	4	4	272 w	76.4%	345.49	\$81.20
24x36 lb	89 w	6	3.5 7 7 1270	main building	main building	signs	LED Troffer 24x Retractable, 4000K, UNV, REC	21 w	6	6	408 w	76.4%	518.24	\$121.80
24x36 lb	89 w	2	1.7 7 7 635	main building	main building	mens shower	LED A19, 4100K, 120v w/ Socket Replacement	12 w	2	2	106 w	81.8%	68.59	\$16.12
24x36 lb	89 w	2	1.7 7 7 635	main building	main building	mens shower	LED A19, 4100K, 120v w/ Socket Replacement	12 w	2	2	106 w	81.8%	68.59	\$16.12
4ft linear vlv 1 lb	31 w	1	3.5 7 7 1270	main building	main building	womens locker	LED A19, 4100K, 120v w/ Socket Replacement	10.5 w	1	1	21 w	66.1%	26.04	\$6.12
4ft linear vlv 1 lb	31 w	1	3.5 7 7 1270	main building	main building	womens locker	LED A19, 4100K, 120v w/ Socket Replacement	10.5 w	1	1	21 w	66.1%	26.04	\$6.12
1x4 w2 lb	59 w	2	3.5 7 7 1270	main building	main building	interview room 1	4' TB LED Tube Double Ended Bypass (Type B), 4000K, UNV	21 w	2	2	76 w	64.4%	96.54	\$22.69
1x4 w2 lb	59 w	1	0.9 7 7 318	main building	main building	storage room	4' TB LED Tube Double Ended Bypass (Type B), 4000K, UNV	21 w	1	1	28 w	64.4%	12.07	\$2.84
1x4 w2 lb	59 w	6	0.9 7 7 318	main building	main building	evidence main room	4' TB LED Tube Double Ended Bypass (Type B), 4000K, UNV	21 w	6	12	228 w	64.4%	72.40	\$17.02
1x4 w2 lb	59 w	4	3.5 7 7 1270	main building	main building	womens locker	4' TB LED Tube Double Ended Bypass (Type B), 4000K, UNV	21 w	4	8	152 w	64.4%	193.07	\$45.37
1x4 w2 lb	59 w	3	3.5 7 7 1270	main building	main building	womens locker	4' TB LED Tube Double Ended Bypass (Type B), 4000K, UNV	21 w	3	6	114 w	64.4%	144.60	\$34.03
1x4 w2 lb	59 w	2	3.5 7 7 1270	main building	main building	womens locker	4' TB LED Tube Double Ended Bypass (Type B), 4000K, UNV	21 w	2	4	76 w	64.4%	96.54	\$22.69
4ft linear vlv 2 lb	59 w	2	0.9 7 7 318	main building	main building	electric room	LED 4' Linear Fixture, 4000K, UNV, SMT	18 w	2	2	82 w	69.5%	26.04	\$6.12
Totals		164	Ave: 1261						164		13,201 w	77.0%	18,868.47	\$4,434.41

13,201	Estimated Watts Saved	\$43,020.78	Total Project Cost	\$369.53	Approximate Energy Savings Per Month
18,868	Estimated Annual kWh Saved	\$43,020.78	Total After Rebate/Incentive Project Cost	\$4,434.41	Estimated Energy Savings Per Year
2.3	Estimated Avg Annual Res Powered by Savings	9.70	****Estimated Program Payback Period Yrs.	\$24,997.21	**Estimated Total Savings Over 5 Years
14	Estimated Annual CO2 Savings (MT)			\$58,449.11	** Estimated Total Savings After 10 Years
2,887,515	Estimated Btu Savings Per Month			\$0.00	Estimated Energy Rebate
77.0%	Estimated Average Electrical Savings			\$4,417.80	Estimated IRS Tax Deduction 179D Available
9.70	Estimated Payback Period Yrs. - No Rebates, Tax Deductions or Bulb Replacement Savings			\$1,546.23	***Estimated Federal Tax Savings
9.11	Estimated Payback Period Yrs. Fully Comprehensive*			\$118.95	Estimated Bulb Replacement Savings Per Year
				\$57,963.81	** Estimated Bulb Replacement Savings Per Avg. Est. Life of LED
				\$367.70	Estimated Loan Payment

NOTE: Attached calculations do not include depreciation deduction for project cost.
 *Payment is based on a 9.7 year loan at 0% interest OAC, actual may vary.
 ** Reflects energy savings per year increasing at industry standard 6% per year + Bulb Replacement

Advertising Order Confirmation



Fort Bragg
Advocate-News

THE MENDOCINO BEACON

03/02/23 5:03:52PM
Page 1

<u>Ad Order Number</u> 0006736782	<u>Customer</u> CITY OF FORT BRAGG	<u>Payor Customer</u> CITY OF FORT BRAGG	<u>PO Number</u>
<u>Sales Representative</u> Susan Fullbright	<u>Customer Account</u> 2114123	<u>Payor Account</u> 2114123	<u>Ordered By</u>
<u>Order Taker</u> Susan Fullbright	<u>Customer Address</u> 416 N FRANKLIN STREET FORT BRAGG, CA 95437	<u>Payor Address</u> 416 N FRANKLIN STREET FORT BRAGG, CA 95437	<u>Customer Fax</u>
<u>Order Source</u> Select Source	<u>Customer Phone</u> 707-961-2823 x 121	<u>Payor Phone</u> 707-961-2823 x 121	<u>Customer EMail</u> finance@fortbragg.com
<u>Current Queue</u> Ready	<u>Invoice Text</u>		
<u>Tear Sheets</u> 0	<u>Affidavits</u> 0	<u>Blind Box</u> _____	<u>Materials</u> _____
		<u>Promo Type</u> _____	<u>Special Pricing</u> _____

Advertising Order Confirmation



Fort Bragg
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03/02/23 5:03:52PM
Page 2

Ad Number

0006736782-01

Color

Production Color

Ad Attributes

Production Method

AdBooker

Production Notes

External Ad Number

Pick Up

Ad Type

Legal Liner

Released for Publication



A23- 3-9/23
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will conduct a public hearing at a regular meeting to be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on **Monday, March 27, 2023**, at Town Hall, southwest corner of Main and Laurel Streets (363 N. Main Street), Fort Bragg, California 95437. The public hearing will concern the following item:

Receive Report, Conduct Public Hearing, and Consider Adoption of City Council Resolution Authorizing City Manager to Execute PG&E Loan Documents Associated with the Facilities Lighting Improvement Project

The hearing will be opened for public participation. All interested persons are invited to appear at that time to present their comments. 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. Written communications must be directed to the City Clerk, 416 N. Franklin Street, Fort Bragg, CA 95437, or emailed to jle mos@fortbragg.com, and received no later than the meeting date.

The Agenda Item Summary and supporting documents that will be considered by the Councilmembers will be available for review at Fort Bragg City Hall and on the City's website: <https://city.fortbragg.com/> on or after **March 22, 2023**. At the conclusion of the public hearing, the City Council will consider a decision on the matter.

DATED: March 3, 2023

June Lemos, MMC
City Clerk

PUBLISH: March 9, 2023

STATE OF CALIFORNIA)

) ss.

COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg in the Adminis-

Advertising Order Confirmation



Fort Bragg
Advocate-News



03/02/23 5:03:52PM
Page 4

City of Fort Bragg in the Administrative Services Department; and that I posted this Notice in the City Hall Notice case on March 9, 2023.

June Lemos, MMC
City Clerk

<u>Product</u>	<u>Requested Placement</u>	<u>Requested Position</u>	<u>Run Dates</u>	<u># Inserts</u>
Fort Bragg Advocate	Legals CLS NC	General Legal NC - 1076~	03/09/23	1

Order Charges:

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
174.53	0.00	174.53	0.00	\$174.53

Please note: If you pay by bank card, your card statement will show "CAL NEWSPAPER ADV" or "CALIFORNIA NEWSPAPER ADVERTISING SERVICES", depending on the type of card used.



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

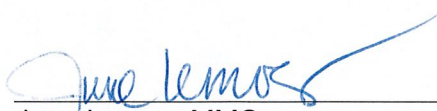
NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will conduct a public hearing at a regular meeting to be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on **March 27, 2023**, at Town Hall, southwest corner of Main and Laurel Streets (363 N. Main Street), Fort Bragg, California 95437. The public hearing will concern the following item:

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DATED: March 3, 2023

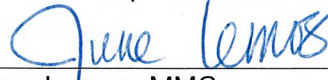


June Lemos, MMC
City Clerk

PUBLISH: March 9, 2023

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg in the Administrative Services Department; and that I posted this Notice in the City Hall Notice case on **March 9, 2023**



June Lemos, MMC
City Clerk



CIUDAD DE FORT BRAGG

Incorporada el 5 de agosto de 1889
416 N. Franklin St.
Fuerte Bragg, CA 95437
Teléfono: (707) 961-2823
Fax: (707) 961-2802

AVISO DE AUDIENCIA PÚBLICA


POR ESTE MEDIO SE DA AVISO que el Ayuntamiento de Fort Bragg llevará a cabo una audiencia pública en una reunión ordinaria que se llevará a cabo a las 6:00 p.m., o tan pronto como se escuche el asunto, el **27 de marzo de 2023**, en Town Hall, esquina suroeste de Main y Laurel Streets (363 N. Main Street), Fort Bragg, California 95437. La audiencia pública se referirá al siguiente tema:

Recibir Informe, Realizar Audiencia Pública y Considerar la Adopción de Resolución que Autorice al Administrador de la Ciudad a Ejecutar los Documentos de Préstamo de PG&E Asociados con el Proyecto de Mejorar la Iluminación de las Instalaciones

La audiencia estará abierta a la participación pública. Se invita a todas las personas interesadas a presentarse en ese momento para presentar sus comentarios. El período de comentarios públicos se extiende desde la fecha de publicación de este aviso hasta la fecha de la audiencia para permitir el tiempo suficiente para la presentación de comentarios por correo. Las comunicaciones escritas deben dirigirse a la Secretaria de la Ciudad, 416 N. Franklin Street, Fort Bragg, CA 95437, o enviarse por correo electrónico a jemos@fortbragg.com, y recibido a más tardar en la fecha de la reunión.

El resumen del tema de la agenda y los documentos de respaldo que serán considerados por los miembros del consejo estarán disponibles para su revisión en el ayuntamiento de Fort Bragg y en el sitio web de la ciudad: <https://city.fortbragg.com/> a partir del **22 de marzo de 2023**. Al concluir la audiencia pública, el Concejo Municipal considerará una decisión sobre el asunto.

FECHA: 3 de marzo de 2023




Junio Lemos, MMC
secretario de la ciudad

FECHA DE PUBLICACION: 9 de marzo de 2023

ESTADO DE CALIFORNIA)
) ss.
CONDADO DE MENDOCINO)

Declaro, bajo pena de perjurio, que soy empleada de la Ciudad de Fort Bragg en el Departamento de Servicios Administrativos; y que publiqué este Aviso en el caso de notificación del Ayuntamiento el **9 de marzo de 2023**



Junio Lemos, MMC
secretaria de la ciudad



City of Fort Bragg

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

Text File

File Number: 23-093

Agenda Date: 3/27/2023

Version: 1

Status: Business

In Control: City Council

File Type: Report

Agenda Number: 8A.

Receive Continued Mid-Year Budget Review Reports: FY 22/23 Budget Goals, Long Range Planning, and Presentation from NHA Advisors on Special Sales Tax

The FISCAL YEAR 2023/24 BUDGET PREPARATION

A. BUDGET PREPARATION SCHEDULE

Initial activities related to preparing the Fiscal Year 2023/24 budget are underway. The direction provided today by Council will be incorporated into the budget draft. Staff will present a draft budget to the Council and the public at a budget workshop on May 18. The further direction provided at the workshop will be incorporated into a "Final" budget that will be presented to the Council for consideration of adoption on June 14. The complete budget calendar is provided below:

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B. PRIORITIZED LIST OF FINANCIAL GOALS

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- 1) Adopt a balanced budget
- 2) Provide additional contributions to the **Section 115 Trust** to help pay the unfunded liability
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- 4) Provide additional funding for emergency reserves **(Increase Recession Reserves from 5% to 10% of Operating Expenditures)**
- 5) Maintain current level of service (no staff layoffs, no program cuts)
- 6) Provide cost of living adjustments for Staff in years to come
- 7) **Change Policy – 50% of Surplus to be deposited to Section 115 Trust instead of additional payments to CALPERS.**

C. CITY COUNCIL DISCUSSION

CITY OF FORT BRAGG

2021 LRB & CALPERS UNFUNDED ACCRUED LIABILITY (UAL)

UPDATE



NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

MARCH 27, 2023

Presentation Objectives

- ▶ Recap of 2021 Financing Project
- ▶ Credit Rating Highlights
- ▶ Recent Changes
 - ▶ \$3.5M Bond Redemption
 - ▶ CalPERS Underperformance
- ▶ Strategies for Continued CalPERS UAL Cost Management



Recap of 2021 Lease Bond Objectives & CalPERS UAL Trends

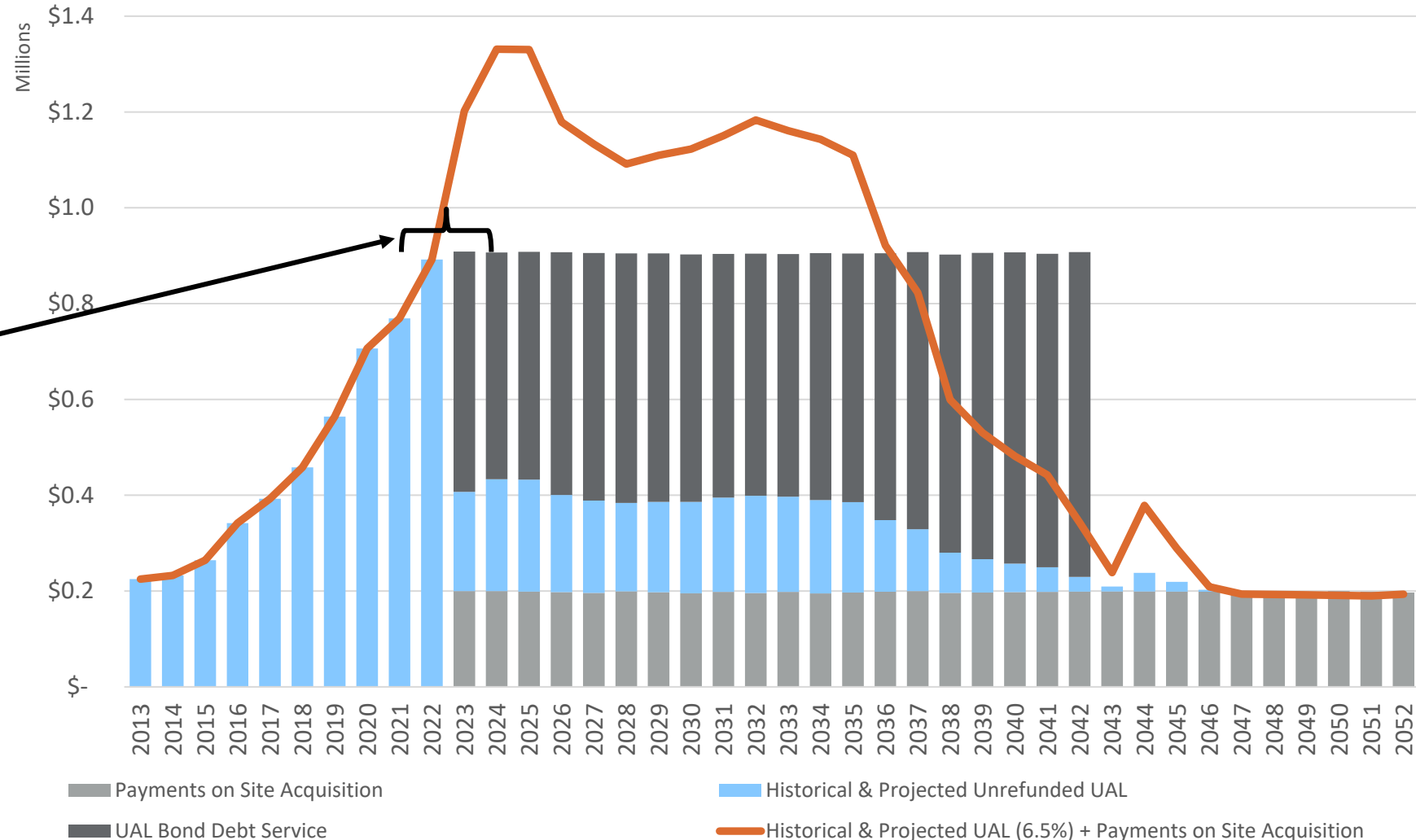
- ▶ The City's UAL had grown rapidly (like all other agencies in California) from \$5.5M in 2014 to about \$11.4M in 2021
 - ▶ UAL was projected to drop to between \$8.2M and \$9.9M after strong CalPERS investment returns of 21.3% in FY 2021 and discount rate reduction (was unknown at time of issuance)
- ▶ City also wanted to fund \$3.5M Mill Site Project while preserving cash/reserves
- ▶ In the Fall of 2021, the City issued \$11.4M of Lease Revenue Bonds to (1) refinance/restructure close to 100% of the projected UAL and (2) fund Mill Site Project
 - ▶ Mill Site Project portion of bond had "full flexibility" to pay off early at no penalty
 - ▶ City also achieved a strong inaugural credit rating with S&P Global Ratings ("AA-" Issuer Credit Rating)
- ▶ **Key Changes Since Fall 2021**
 - ▶ Discount rate reduced to 6.8% from 7.0%
 - ▶ City used \$3.5M of unspent bond proceeds to pay off debt
 - ▶ In FY 2022, CalPERS posted a -7.5% investment loss and is currently at 0% returns; could drive UAL back to \$8.4M
- ▶ Looking forward, it is important for the City to develop a holistic strategy for managing its debt liabilities (CalPERS UAL & 2021 LRB) while maintaining strong reserves and financial resiliency
 - ▶ City prudently maintains a Section 115 Trust for pensions with an approximate \$1.6M balance



STRATEGY AT ISSUANCE

UAL Restructuring Strategy & CIP Funding to Minimize Budgetary Impact

- ▶ ≈70% of UAL refinanced (dark grey bars) to create overall lower/smoother debt payments for General Fund
 - ▶ Effectively 100% of UAL once CalPERS adjusted UAL for 21.3% returns and discount rate reduction
- ▶ No budgetary impact even with \$3.5M Mill Site Portion (light grey Bars) of debt payments
 - ▶ Financing team built in full flexibility to pay down this portion of debt early if not needed for Mill Site Project
- ▶ **\$1.5M of projected savings (present value) from refinancing UAL from 6.8% down to 3.6%**

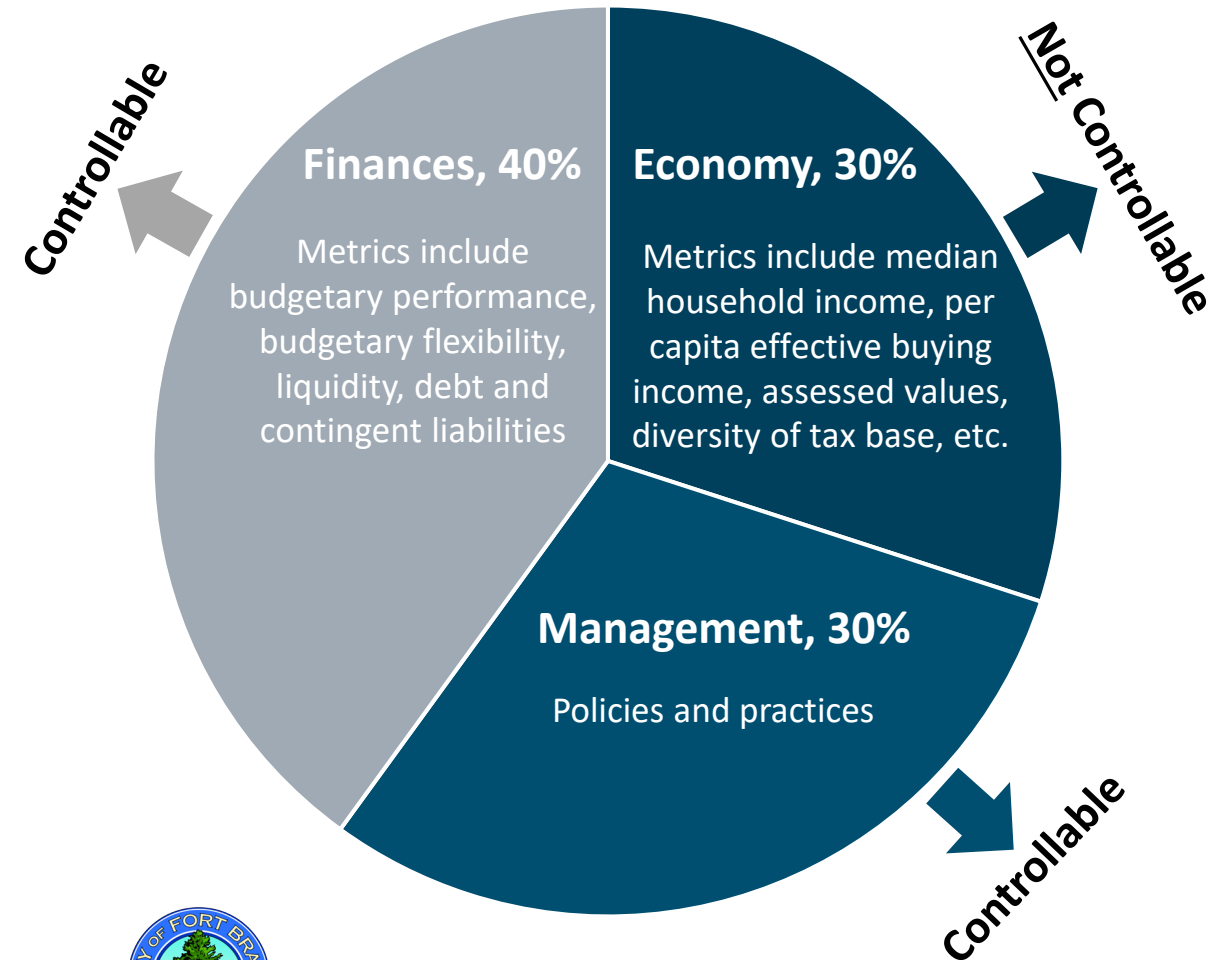


Note: Estimated UAL payments sourced from CalPERS Outlook Tool

“AA-” Issuer Credit Rating and “A+” Lease Bond Rating

Criteria and Highlights

Core Metrics of Fiscal Sustainability



2021 LRB – “A+” Credit Rating Highlights

Economy:

- ▶ Adequate; below average wealth/income levels
- ▶ Stable property tax base

Finances:

- ▶ Very strong budgetary flexibility
- ▶ Very strong liquidity
- ▶ Adequate debt burden

Management:

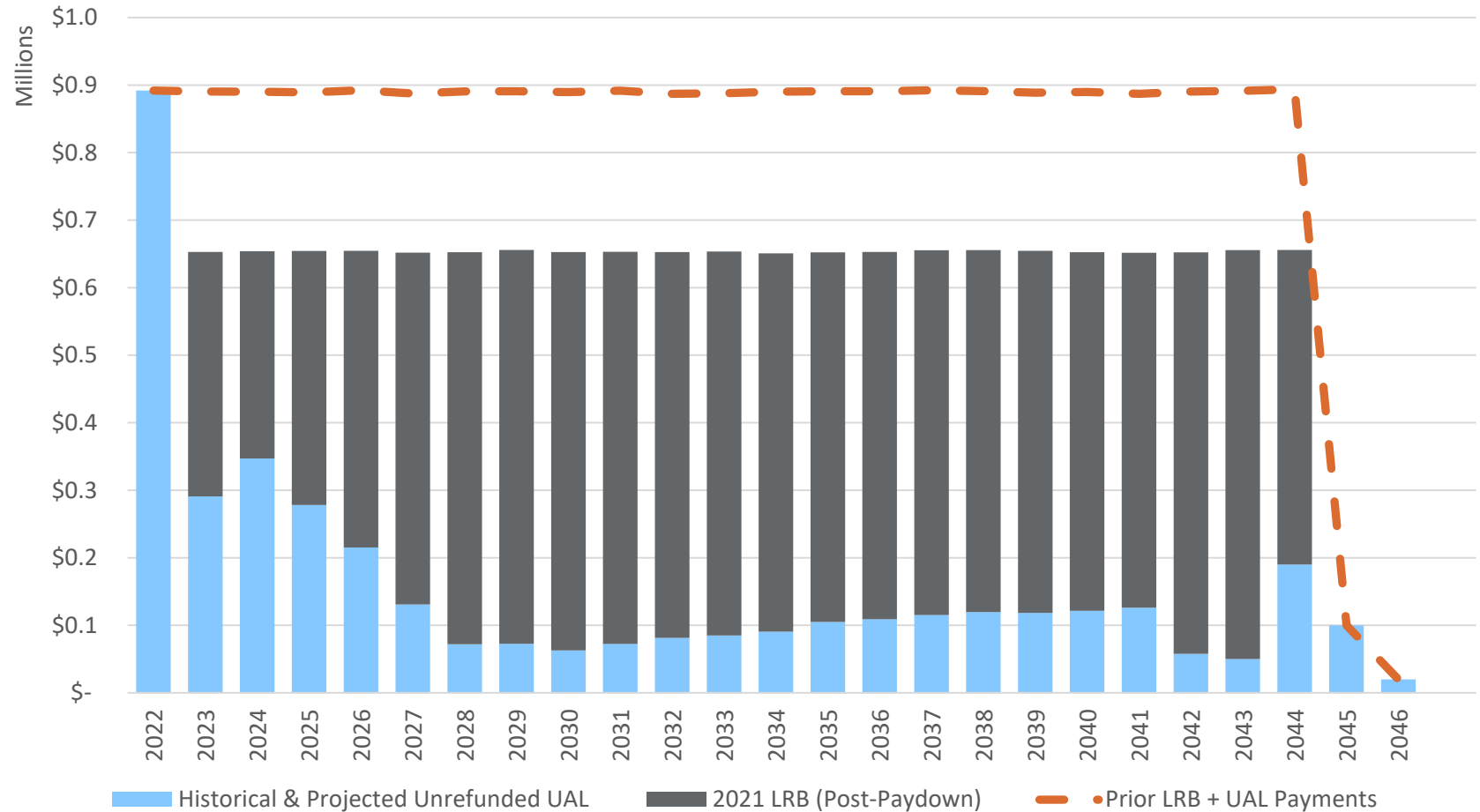
- ▶ Strong management, with good financial policies and practices
- ▶ Use of historical trend analysis in budget process and regular quarterly budget and investment portfolio reviews with city council
- ▶ Strong Institutional framework



Key Update #1

\$3.5M Unspent Bond Proceeds Used to Pay Down Bonds in August 2022

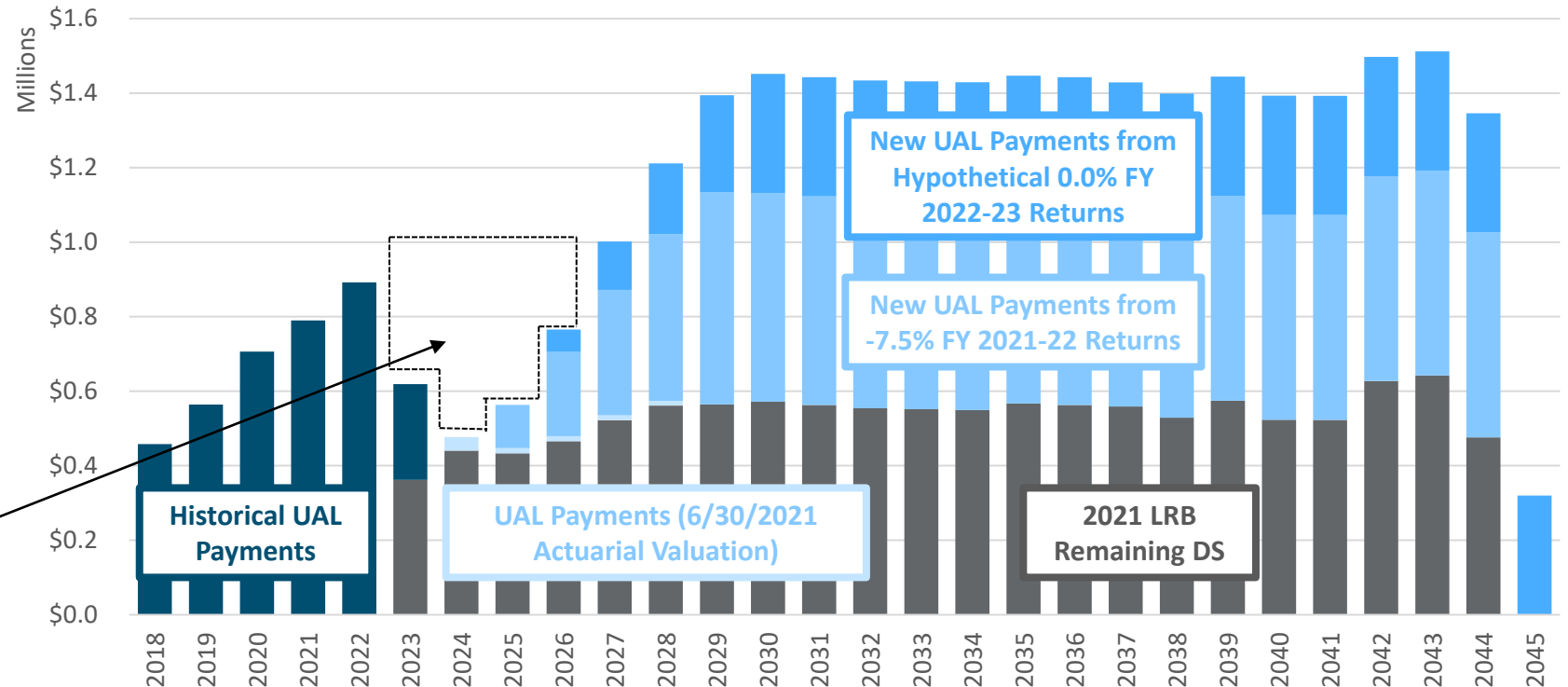
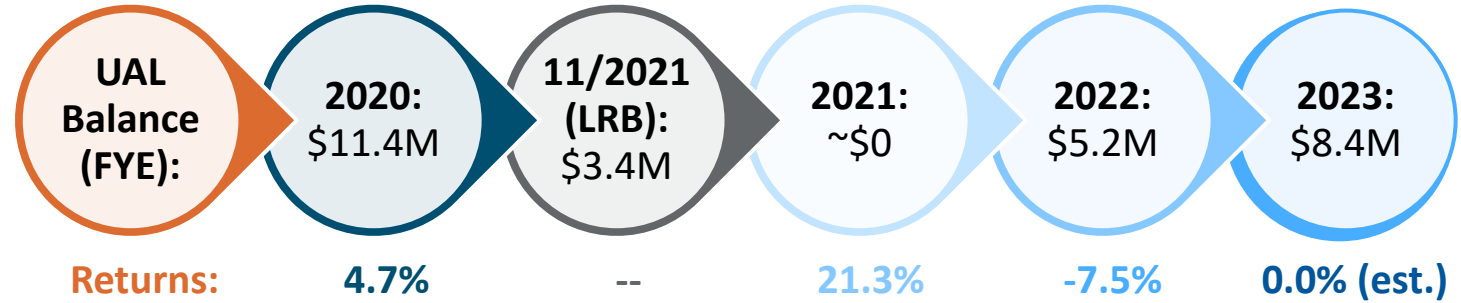
- ▶ 2021 LRBs maintained an **extraordinary mandatory redemption feature** for unexpended & surplus bond proceeds
- ▶ In August 2022, the City paid down \$3.5M of bonds
- ▶ **Paydown saves the City \$1.7M in interest payments through 2044**



Key Update #2

CalPERS Returned -7.5% in FY 2022 and Currently at 0% for FY 2023

- ▶ City's UAL payments had grown to \$900K by FY 2022
- ▶ With the remaining 2021 LRB, total LRB + UAL payments will reduce to under \$620K through FY 2025
- ▶ However, the -7.5% returns from CalPERS in FY 2022 projects to increase the UAL back to \$5.2M and payments to over \$1.1M
- ▶ At currently estimated 0% returns for FY 2023, the City's UAL would increase to \$8.4M and payments to over \$1.4M
- ▶ City should have budgetary capacity to set aside funds into Section 115 Trust to get ahead of rising costs



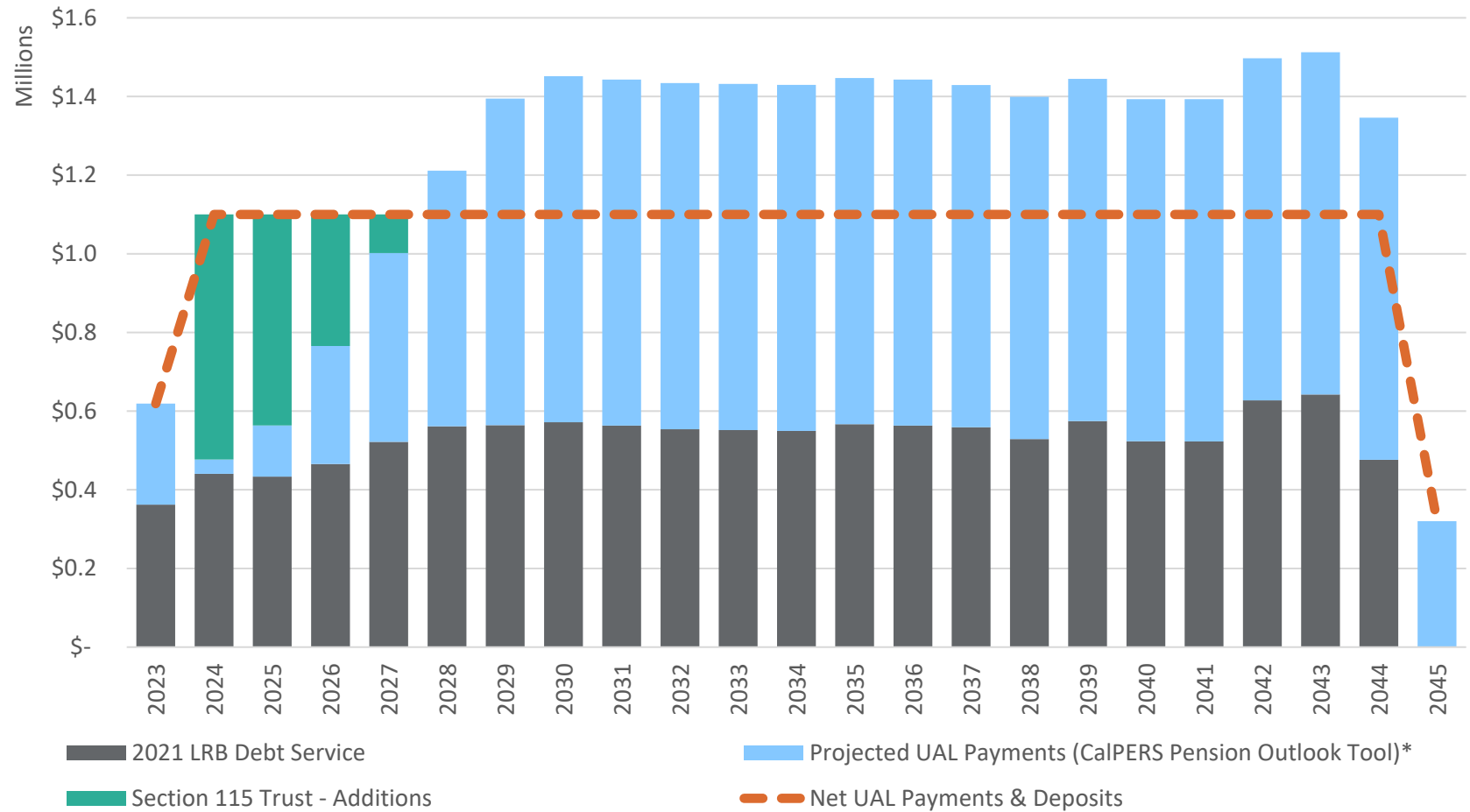
Source: CalPERS Pension Outlook Tool



RECOMMENDATION

Use 115 Trust to Smooth Out Future Peak in Payments

- ▶ \$1.6M current balance in Section 115 Trust in FY 2023
- ▶ Assuming an additional **\$1.6M is contributed over the next four years @ 5.00% returns rate (green bars)**, funds could be withdrawn from the Section 115 Trust during higher payment years to stabilize net impact to the General Fund
 - ▶ Annual contributions + debt payments total \$1.1M
- ▶ From 2028 – 2044, the City could use grown Section 115 Trust funds to continue **maintaining net UAL payments at \$1.1M**
- ▶ Generates \$2.2M of net savings
- ▶ Increased earnings potential vs. current General Fund investments





QUESTIONS?

LONG-TERM FINANCIAL PLANNING

Long-term financial planning is an important tool used to help maintain ongoing financial sustainability and helps governments provide a consistent level of services to their citizens. It is important to keep in mind that no one has a crystal ball and can predict the future with complete accuracy. However, the exercise of projecting revenues and costs into the future, while highly unlikely to be 100% correct, still gives the government an opportunity to develop a general sense of its financial health in the years to come.

The long-term forecast provided in this report was developed at a high level (low level of detail). The City's major sources of revenue were projected individually with all other revenue sources aggregated together. Likewise, the City's major expenditure categories were projected individually, with many costs aggregated together. The majority of the assumptions used in the report were based on a five-year historical trend. Years that were clear outliers were removed prior to averaging so as not to affect the overall trend. Some projections, however, are based on known payment or increase percentages. Pension costs have been projected to increase in FY 2024/25 and thereafter as a result of new Unfunded Liability (UAL) added by the -7.5% return recorded by CALPERS and almost 0% return projected for 2023.

This is an estimated 1% higher than prior CalPERS estimates to factor in the yet unknown impact of CalPERS not reaching the target earnings rate for the last two years. The target earnings rate is 6.8% but the investment return for FY 2018-19 was 6.7% for FY 2019-20, just 4.7% and a very strong performance of 21.3% for FY 2020/21. Over a 20-year period, the overall CalPERS fund performance has averaged just 5.5%. The unfunded pension liability for the fiscal year that ended June 30, 2022, is \$6.4 million.

Like most cities in California, Fort Bragg will see increases in its unfunded liability in FY 2024/25 payments with little or no reduction in the overall unfunded liability helped by the City adopting a Pension Policy and issued \$11.4 million in taxable Lease Revenue Bonds in 2021 to restructure the UAL debt with CALPERS. Proceeds of \$7.5 million were used to reduce the City's unfunded pension liability, with an additional \$3.5 million set aside for City projects which were later returned to reduce the City's debt. The record positive CalPERS investment return mentioned above, the \$7.5 million liability payment, and the setting up of a Section 115 Trust with PARS placed the City in a better position to manage pension obligations. However, recent negative returns by CALPERS in June 2022 have caused UAL to increase.

The table on the following page includes three years of audited results for context as well as projected results for six additional years into the future. Four "what-if" scenarios are provided, showing possible long-term results if certain revenue enhancements were enacted.

FIVE-YEAR PROJECTION

In Fiscal Year 2018-19, the citizens of Fort Bragg voted on a ballot initiative entitled Measure H. Measure H was a proposed general sales tax aimed at closing the budget gap caused by skyrocketing pension costs. With additional revenue, the City planned to enter into a shorter amortization schedule with CalPERS for payment of unfunded liabilities. Although this would have resulted in a higher annual payment, it would have saved the City nearly \$4 million of interest cost over 15 years. Measure H was not successful.

With the defeat of Measure H, the City took steps to close the budget gap on the expenditure side. The Administrative Services department eliminated the position of Administrative Services Director and the Police Department eliminated a Lieutenant. Additionally, in FY 2019-20, the Community Development Director terminated employment with the City. This position was replaced with a lower-cost Planner position.

The City's General Fund operated at a record surplus for FY 2020/21, and the fund balance improved by nearly \$1.5 million. The Surplus was the result of deep budget cuts early in the pandemic, which reduced Staff and

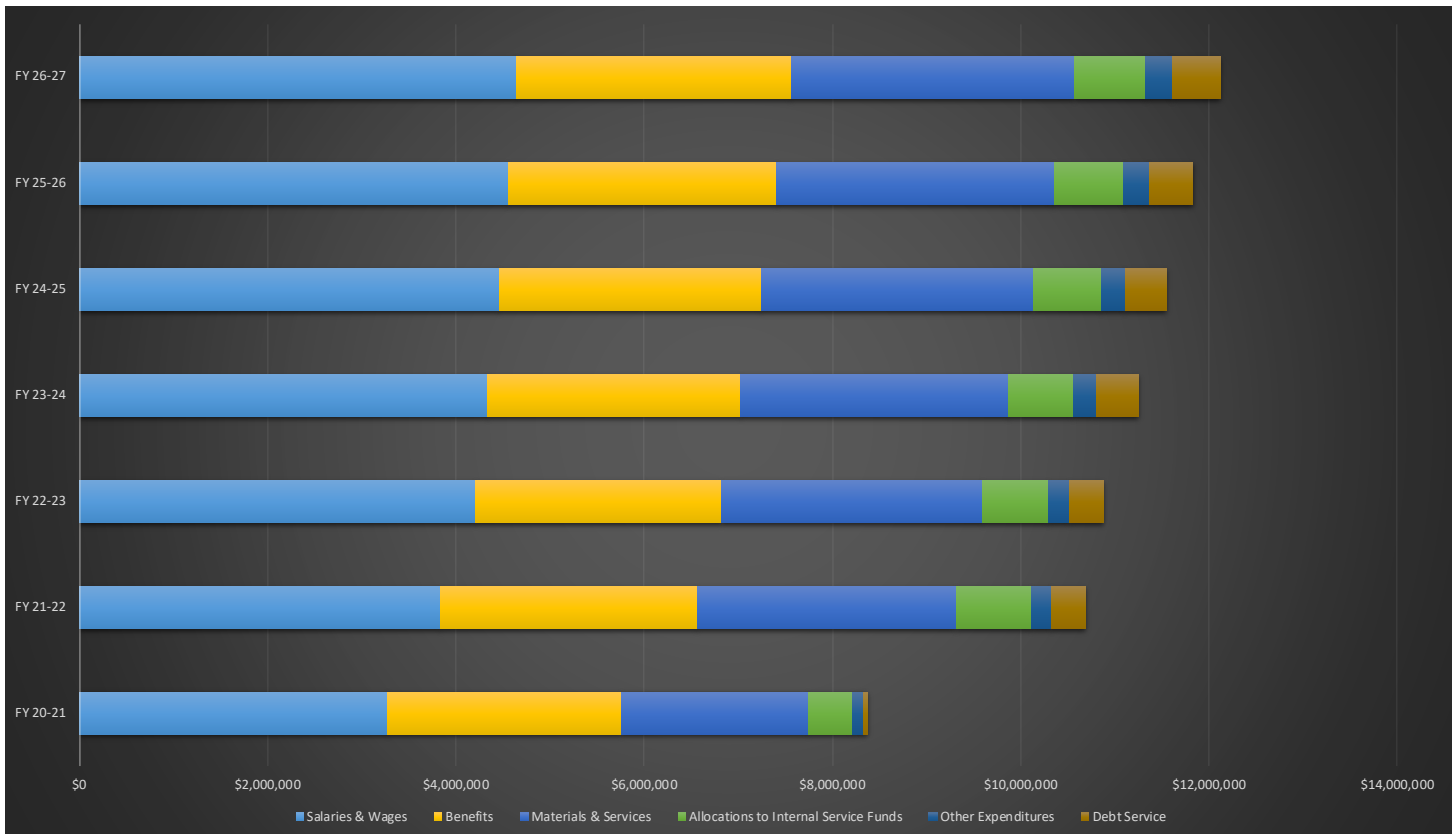
services and the previously discussed increases in TOT and sales tax revenue as tourism rebounded. In May, 2020, the City laid off four full-time employees, froze two positions in the Police Department, and furloughed another twelve employees, at 50% to 75% of their regular hours. The furloughed Staff was returned to full-time status in August 2020, but several of the laid-off positions remain vacant. In addition, the City did not replace two positions (Finance Director and Assistant City Engineer) that became open in late June. As the reliance and demand for City services continue to grow, one of the challenges the City faces is the same as many other employers – recruiting and retaining qualified Staff.

The City adopted a balanced General Fund budget for FY 2021/22 and projected a small surplus of \$47k and \$175k in FY 22/23. While the Surplus was small, the budget included \$150k to pay down pension obligations, a budget for the Police Chief position, and a new City Manager position with relatively modest revenue projections.

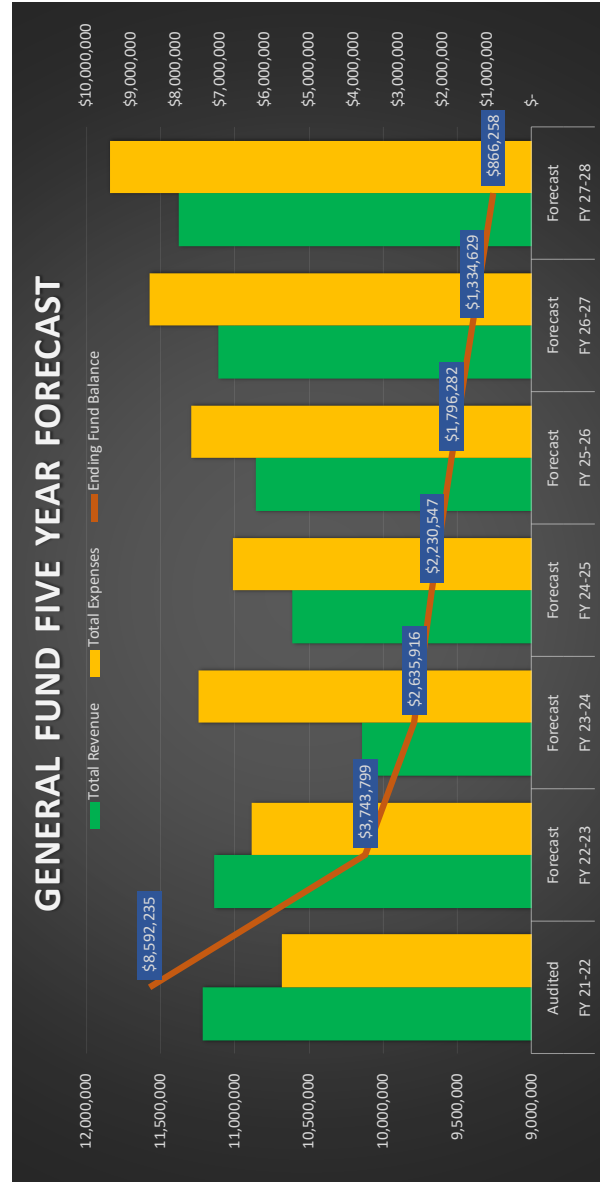
The long-term forecast indicates that in the next year or two, the City will likely be able to fill budgeted positions or realized deficits with appropriated fund balance. Revenue enhancements and/or additional cost-cutting measures will likely be necessary within two years. The long-term forecast includes four "what-if" scenarios showing the effect of a variety of different **hypothetical** revenue generators and cost reductions. Staff recommends that the City Council pursue a general sales tax measure again at the next opportunity or identify new sources of revenues.

In addition to pursuing a general sales tax measure, the City could leverage accumulated funds from the internal service funds, enterprise funds, debt borrowings, and other expense reductions or revenue-generating opportunities.

The following charts depict the General Fund expenditure categories.



City of Fort Bragg General Fund Five Year Forecast									
	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	
	Audited	Audited	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
Revenue:									
Sales Tax	\$ 2,028,010	\$ 2,215,161	\$ 2,178,000	1,960,200	2,019,006	2,089,671	2,162,810	2,238,508	
Property Tax	1,085,532	1,150,352	1,176,309	1,205,716	1,235,859	1,248,218	1,260,700	1,273,307	
Transient Occupancy Tax	3,321,928	3,444,990	3,371,081	3,033,973	3,124,992	3,156,242	3,187,804	3,219,682	
Cost Allocations	2,299,275	3,333,187	2,754,136	2,478,722	2,590,265	2,706,827	2,828,634	2,955,923	
All Other Revenue Sources	1,137,672	1,071,911	1,658,130	1,608,386	1,640,553	1,656,959	1,673,529	1,690,264	
Total Revenue	8,872,418	11,215,601	11,137,655	10,139,959	10,610,676	10,857,917	11,113,477	11,377,684	
Expenditures:									
Salaries & Wages	3,271,863	3,831,953	4,205,464	4,331,628	4,461,577	4,550,808	4,641,824	4,734,661	
Pensions	915,481	984,436	660,256	480,064	629,266	665,559	1,152,214	1,163,737	
Other Benefits	1,573,690	1,848,497	1,956,683	1,574,454	1,621,687	1,686,555	1,754,017	1,824,178	
Benefits	2,489,172	2,728,147	2,616,939	2,695,447	2,250,954	2,318,482	2,364,852	2,412,149	
Materials & Services	1,979,993	2,762,347	2,781,147	2,836,769	2,893,505	2,951,375	3,010,402	3,070,611	
Allocations to Internal Service Funds	478,497	789,396	686,129	699,852	720,847	742,473	764,747	787,689	
Other Expenditures	109,919	216,637	232,032	243,633	255,815	263,489	271,394	279,536	
Debt Service	37,964	358,337	364,381	440,513	433,348	465,555	521,910	561,410	
Total Expenditures	8,367,408	10,686,817	10,886,091	11,247,842	11,016,045	11,292,182	11,575,129	11,846,055	
Net Transfers:									
Net Increase (Decrease) to Fund Balance	1,505,010	528,784	251,564	(1,107,883)	(405,369)	(434,265)	(461,653)	(468,371)	
Other restricted funds		3,879,236	(5,100,000)						
Beginning Fund Balance	2,679,205	4,184,215	8,592,235	3,743,799	2,635,916	2,230,547	1,796,282	1,334,629	
Ending Fund Balance	\$ 4,184,215	\$ 8,592,235	\$ 3,743,799	\$ 2,635,916	\$ 2,230,547	\$ 1,796,282	\$ 1,334,629	\$ 866,258	



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C. CITY COUNCIL DISCUSSION

KEEPING FORT BRAGG'S SPECIAL ½ CENT SALES TAX FOR STREET REPAIRS

03/22/23

SPECIAL STREET SALES TAX MEASURE

Special Sales Tax

It is not a new tax, it is a ten-year extension of the existing ½ cent special sales tax strictly used for street repairs.

FBMC* Chapter 3.10
Special Purpose
Transactions and Use Tax

2004- Present

Special Sales Tax for Street Repairs that has been in place since 2004. This tax was renewed in 2013, and currently expires December 31, 2024

Self-Help Cities

Only California Cities with a voter approved special street sales tax are eligible for certain annual funding allocations from RMRA* .

- * Fort Bragg Municipal Code (FBMC), [Chapter 3.10 Special Purpose Transaction and Use Tax](#)
- * Road Maintenance and Rehabilitation Act (RMRA), [\(SB1\) Road Maintenance and Rehabilitation Program FAQs](#)

SALES TAX REVENUE

PAVEMENT PROGRAM HI-LIGHTS

- LOCAL STREET SALES TAX 10-YEAR AVERAGE ANNUAL REVENUE ~ \$962,700
- LOCAL STREET SALES TAX 10-YEAR AVERAGE ANNUAL EXPENDITURE ~ \$894,000
- LOCAL PARTNERSHIP PROGRAM (LPP) SELF-HELP PROGRAM CONTRIBUTIONS ~ \$888,000 (SINCE 2017)
- ACCORDING TO THE CITY'S MOST RECENT [PAVEMENT MANAGEMENT REPORT](#), FORT BRAGG STREETS AND ALLEYS ARE IN NEED OF \$25.3 MILLION IN REPAIRS AND/OR RECONSTRUCTION OVER THE NEXT 10 YEARS.
- KEEPING IN PLACE THIS EXISTING DEDICATED FUNDING SOURCE FOR MAINTENANCE AND REPAIR OF FORT BRAGG STREETS AND ALLEYS WILL PROVIDE APPROXIMATELY \$13 MILLION IN REVENUES OVER THE NEXT 10-YEARS.

WHAT'S NEXT

Upcoming Projects

- [2022 Streets Project](#), is scheduled to be under construction this summer. This project will rehabilitate pavement of 8 streets, (including Franklin and Boatyard) re-stripe approximately 3.5 miles of streets, upgrade the stamped cross walks in downtown, and includes sections of sidewalk repairs along the project route.
- [2025 Streets Project](#), includes 36 street segments equivalent to approximately 6.4 miles of City Street, which will receive pavement preservation rehabilitation.

Proposed Ballot Measure

State Board of Equalizations, has indicated that the tax measure must be extended at least 110 days before the expiration to avoid lost revenues.



City of Fort Bragg

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

Text File

File Number: 23-079

Agenda Date: 3/27/2023

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8B.

Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Walker Consultants to Prepare a Comprehensive Downtown Parking Strategy, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$67,690; Account No. 110-4320-0319)



AGENCY: City Council
MEETING DATE: March 27, 2023
DEPARTMENT: Community Development
PRESENTED BY: S. Peters
EMAIL ADDRESS: speters@fortbragg.com

AGENDA ITEM SUMMARY

110TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Walker Consultants to Prepare a Comprehensive Downtown Parking Strategy, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$67,690; Account No. 110-4320-0319)

ISSUE:

On February 24, 2023, the City received one (1) timely proposal from a parking consulting firm for the preparation of a Comprehensive Downtown Parking Study. Staff reviewed the proposal and recommends that Walker Consultants be selected as the firm for the project rather than sending out a new RFP because Walker Consulting is well qualified to perform the work and has an excellent resume of accomplishments for similar kinds of projects with cities both large and small.

PURPOSE/ANALYSIS:

The purpose of the Downtown Parking Strategy is to perform a comprehensive review and update to the City Central Business District (CBD) land use parking codes in order to address long standing parking issues in the CBD. In 2007, the City performed a Nexus Study which resulted in a Resolution for an in-lieu fee to be collected to off-set parking requirements in the District. These in-lieu fees are intended to be used for maintaining City-owned parking lots to ensure sufficient public parking is available in the District and to offset the reduced parking requirements. In 2011, the in-lieu fee was reduced to 50% and in 2012, a moratorium on the fee collection and parking requirements was established. Now almost 10 years later, the moratorium is still in place and no parking requirements are being utilized for development in the CBD. With no fees being collected, and no established parking requirements available to offset parking impacts, the CBD, which is the heart of the City's downtown is over parked and there are no current plans for navigating a path forward. This study would include a review and update of existing parking codes, consider alternate potential parking lot areas, review the potential for achieving regional transportation goals such as encouraging walking in core pedestrian oriented areas and increasing access to transit stops, evaluation of opportunities for electric vehicle (EV) charging stations, solar canopy lots, and parking meters.

The inefficient management of parking through a piecemeal approach can come at a cost to the quality of life and economic development in a community. One of the primary strategies for successful management of a City's downtown parking needs is to develop a comprehensive parking strategy that is capable of meeting current and future demands and factors in the needs of all community members. This evaluation is an opportunity for the City to rethink how parking and access could be provided to enhance the quality of life and economic development in the Central Business District.

The submittal prepared by Walker Consulting demonstrates the firm's clear understanding of the tasks at hand and shows that they have the experience and qualifications necessary to achieve the goals and objectives of the project. They have worked with both large and small cities, and their submittal conveys an understanding of the City's approach to balancing the economic, social, and quality of life needs of our community. Walker has conducted studies and prepared plans for many other municipalities including a downtown parking plan and parklet program for the City of Benicia; a downtown vision and policy plan for the City of Winters; a parking plan and in-lieu fee program for the City of Healdsburg; an access and parking management plan for the City of San Luis Obispo; a public parking study for the City of Morro Bay; a downtown parking study for Pismo Beach; and a parking capacity study for the City of Sunnyvale. They have experience with municipal code studies and updates, electric vehicle charging and solar infrastructure, and they have conducted robust community outreach efforts to better understand the existing social, economic and quality of life issues and needs that exist.

Attached to this report is the Request for Proposals (Attachment 2) which established the parameters for the project. Also attached is the Scope of Work, excerpted from the full proposal submitted by Walker Consulting (Attachment 3).

RECOMMENDED ACTION:

Adopt Resolution approving Professional Services Agreement with Walker Consultants to prepare a comprehensive Downtown Parking Strategy and authorizing City Manager to execute Contract (Amount Not To Exceed \$67,690; Account No. 121-7999-0799)

ALTERNATIVE ACTION(S):

1. Request additional information.
2. Reject proposal and solicit a new Request for Proposals (RFPs).
3. Provide alternative direction to staff.

FISCAL IMPACT:

This project will be partially funded through an approved MCOG OWP planning grant in the amount of \$57,062.00 and City of Fort Bragg fund 120 (Parking Fund will supplement the additional \$7,178.00). This project was included in the 2022/23 Fiscal Year budget which assumed a cost of \$60,512.00. At the mid-year budget the additional \$7,178.00, was moved to cover the remaining expense.

GREENHOUSE GAS EMISSIONS IMPACT:

Consultant will travel to Fort Bragg for site visit and community meetings, which will result in small amounts greenhouse gas emissions.

CONSISTENCY:

City of Fort Bragg Inland General Plan –

Element 5 Circulation and 6 Community Design include goals to encourage increased pedestrian activity in the CBD; improve and increase the availability of public parking facilities in the CBD; periodically update the parking in-lieu fee program; improve the appearance and effectiveness of parking facilities; develop comprehensive signage

programs to direct vehicles to off-street parking areas; and improve and update parking regulations in accordance with best practices and smart growth principles.

The proposed parking study incorporates these into one comprehensive strategy that will enable the City to confidently navigate a path forward in a unified and well-planned manner consistent with its stated objectives.

MCOG Regional Transportation Plan Goals and Objectives –

Climate Change and the Environment: Encourage private and public investment in countywide EV charging station network and seek funding to fill gaps in the network. Prioritize transportation projects which lead to reduced greenhouse gas emissions.

The feasibility study for potential parking lots includes evaluation of opportunities for EV charging stations. Both EV charging stations and solar canopy covered parking areas in the CBD will lead to greenhouse gas emission reductions.

State Highway System: Balance the needs for transportation improvements with quality of life for residents and visitors to the region.

The City's Central Business District is centered around State Route 1 (AKA Main Street). The study seeks to analyze potential parking lots accessible to visitors from SR1 to encourage parking and walking into the district.

Active Transportation: Improve property value and strengthen local economies through more accessible commercial and residential areas.

The Central Business District is an existing pedestrian oriented area and strategic placement of public parking areas can promote increased walking and biking while improving access to local small businesses.

Financial Policies: Maximize the effectiveness of transportation funding resources.

This project fulfills multiple RTP goals and objectives, utilizes existing funds to potentially procure parking lots, as well as emphasizes access to the local small businesses and historic district.

Vision Mendocino 2030 Implementation: Encourage infrastructure projects that support the preferred scenario.

This project supports infill growth through identification of vacant parcels with proximity to either the CBD or other transportation modes for potential creation of additional parking lots. It will also improve vehicle operations in already developed areas.

IMPLEMENTATION/TIMEFRAMES:

RFP's Opened – February 24, 2023

Contract Notice to Proceed – TBD

Kick-Off – April 2023

Community Outreach – July-September 2023

Draft Plan, Revisions, Workshop – October–December 2023

Final Plan and Closeout – January 2024

ATTACHMENTS:

1. Resolution Firm Selection for Parking Study
2. Request for Proposals
3. Walker Consultants Scope of Work

NOTIFICATION:

1. Crissy Mancini Nichols, Director-In-Charge, Walker Consultants
2. Ben Weber, Project Manager, Walker Consultants

RESOLUTION NO. ____-2023

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AWARDING PROFESSIONAL SERVICES AGREEMENT TO WALKER CONSULTANTS FOR THE PREPARATION OF A COMPREHENSIVE DOWNTOWN PARKING STRATEGY AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$67,690; ACCOUNT NO. 121-7999-0799)

WHEREAS, the City of Fort Bragg released a request for proposals on January 24, 2023, seeking qualified consulting firms interested in contracting with the City of Fort Bragg to conduct an evaluation of parking in the Central Business District and prepare a comprehensive downtown parking strategy; and

WHEREAS, the City received one (1) proposal from a qualified firm, Walker Consultants, in the amount of \$67,690; and

WHEREAS, staff thoroughly reviewed and evaluated the proposal; and

WHEREAS, the City has confirmed that the firm is well qualified to complete the study and meet the necessary requirements to complete the work as proposed; and

WHEREAS, based on available budget and the submittal received, staff recommends selecting Walker Consultants for the preparation of the Study in the amount of \$67,690; and

WHEREAS, study will be partially funded through an approved MCOG OWP planning grant funding in the amount of \$57,062.00 and City of Fort Bragg Fund 121 in the amount of \$3,450.00; and

WHEREAS, This project was budgeted in 2022/2023 and includes a change order in the amount of \$7,178.00; and

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

1. The proposal of Walker Consultants meets the requirements of the City's request for proposals.
2. Budget Amendment 2022/23-16 will ensure sufficient funds are available to fully complete the Downtown Parking Study.
3. Walker Consultants has the expertise necessary to complete the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby award a Professional Services Agreement to Walker Consultants for the preparation of a Comprehensive Downtown Parking Strategy, and authorizes the City Manager to execute the contract (amount Not to Exceed \$67,690; Account No 121-7999-0799).

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 27th day of March, 2023, by the following vote:

AYES:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



CITY OF FORT BRAGG
**REQUEST FOR PROPOSALS TO CREATE
A COMPREHENSIVE DOWNTOWN PARKING STRATEGY**

The City of Fort Bragg is seeking proposals from qualified professionals interested in contracting with the City of Fort Bragg (City) to prepare a Comprehensive Downtown Parking Strategy. This activity is funded through a grant from the Mendocino Council of Government's Overall Work Program.

SCOPE OF WORK

Activity Narrative

The City of Fort Bragg is a small rural City on the Mendocino Coast. Founded in 1889, the City's Central Business District (CBD) is the historic, cultural, and civic center of Fort Bragg. The City Council has prioritized policies to keep the downtown vibrant. Since 2011, the City Council has passed an annual waiver of the in-lieu parking fee identified in the City's Inland Land Use and Development Code (ILUDC) §18.36.080(C)(3) and the City's Coastal Land Use and Development Code (CLUDC) §17.36.080(C)(3). Access to public transit on the Mendocino Coast is extremely limited. Visitors and locals are often dependent on vehicles as a mode of transportation and the City is looking to develop a *Comprehensive Parking Strategy* that may include revisions to the Land Use Code(s), development of centralized parking areas to encourage walking in the downtown, and/or other strategies that might resolve parking issues in the CBD.

This contract would consist of the following tasks:

1. Kick off meeting and site visit - Consultant will meet with City staff to review the scope of work and timeline. City staff will provide a complete set of all technical information at this time;
2. Review previous studies, existing land use codes, current City policy, site maps, and other relevant information;
3. Evaluate existing parking issues and pedestrian impediments in the Central Business District (CBD);
4. Host public meeting(s) or use alternative methods to seek input from property and business owners, residents, and the public on parking and pedestrian needs in the CBD;
5. Develop a "Central Business District Parking Strategy" to include the following:
 - a. Recommendations for proposed updates to the City's Land Use and Development Code(s) and parking policies, including but not limited to ILUDC §18.36.080(B)(3);
 - b. Identification of strategies to reduce vehicle usage and promote pedestrian activity in the downtown including but not limited to the development of "park and play lots;"
 - c. Identify locations for public electrical vehicle charging;
 - d. Identify locations where solar installations and/or other types of climate resiliency infrastructure can be incorporated;

6. Prepare a digital draft *Comprehensive Parking Strategy for the Central Business District* and the recommended code amendments for City staff review and comments.
7. Revise draft report and proposed code amendments based on staff comments.
8. Present draft report to the Planning Commission and the City Council in a joint workshop at a public meeting to receive additional feedback;
9. Prepare a final draft of the *Comprehensive Parking Strategy for the Central Business District* and proposed ordinance (s) to the City Council for adoption by the City Council.

PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send a complete digital proposal, collated into one PDF document, and two (2) printed copies of the completed proposal and cost bid so that it is received by the City no later than **2:00 p.m. on Friday, February 24, 2023** to:
 City of Fort Bragg
Attention: June Lemos, MMC, City Clerk
 416 North Franklin Street
 Fort Bragg, CA 95437
jlemos@fortbragg.com
2. Format: Printed proposals should be 8½ 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 preparing plans and specifications 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:

- Capabilities and resources of the firm.
- Qualifications and experience of key individuals.
- 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.

RFP SCHEDULE

RFP Release	January 24, 2023
Deadline for Written Questions	February 6, 2023
Proposals Due	February 24, 2023 at 2:00 PM
Selection by	March 17, 2023

QUESTIONS

Questions should be sent via email to:

Heather Gurewitz
Associate Planner
City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437
(707) 961-2827 ext. 118
Email: hgurewitz@fortbragg.com

ATTACHMENTS

Exhibit A – City's Standard Professional Services Agreement

RFP - EXHIBIT A

CITY OF FORT BRAGG PROFESSIONAL SERVICES AGREEMENT WITH

THIS AGREEMENT is made and entered into this ____ day of _____, ____ [date, date & year] (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and _____, a [state] [type of corporation] [address] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and **[Delete if not design professional and renumber paragraphs]**

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

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

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

[Delete whichever Paragraph E doesn't apply]

E. WHEREAS, the City Manager is authorized by Fort Bragg Municipal Code Section 3.20.040 to negotiate contracts in an amount not to exceed \$25,000.

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its

performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

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

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

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

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

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

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into

agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's total compensation shall not exceed _____ Dollars (\$ _____ .00).

[Delete whichever paragraph 2.1 does not apply.]

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed _____ Dollars (\$ _____ .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 [redacted], 20 [redacted]. 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 [redacted], 20 [redacted], [3 months after Completion Date in 3.1] unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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

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

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars

(\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

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

the Consultant."

- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

expressly provided in this Agreement.

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

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be [REDACTED]. 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 [REDACTED] 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:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Tel: [REDACTED]
Fax: [REDACTED]

IF TO CITY:

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

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

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

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless.

If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

If Consultant is 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 arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. 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 negligence, recklessness, or willful misconduct of 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.

6.27. Use of Recycled Paper Products. In the performance of this Agreement, Consultant shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

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: _____

Peggy Ducey
Its: City Manager

By: _____

Its: _____

ATTEST:

By: _____

June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

EXHIBIT A

CONSULTANT'S PROPOSAL
(Scope of Work, Fee Schedule and Time Table)

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



City of Fort Bragg Comprehensive Downtown Parking Study

February 24, 2023

Prepared by

601 California Street, Suite 820
San Francisco, CA 94108
415.644.0630
walkerconsultants.com



WALKER
CONSULTANTS

February 24, 2023

City of Fort Bragg
Attn: June Lemos, MMC, City Clerk
416 North Franklin Street
Fort Bragg, CA 95437
jlemos@fortbragg.com

Re: Proposal for City of Fort Bragg- Comprehensive Downtown Parking Strategy

Dear June Lemos,

The Walker team is excited to submit for your consideration our approach to perform a successful collaboration with the City of Fort Bragg (“City”) that will address the goals outlined in the Request for Proposals for the Comprehensive Downtown Parking Strategy. We bring unmatched expertise and experience in all things parking, transit, and access including parking policy, practical shared parking measures, electric vehicle infrastructure, curb management, active transportation, transit planning, complete streets design, wayfinding, operations, technology, and enforcement. We are passionate about helping Fort Bragg shape a more livable, equitable, active, and economically vibrant Central Business District (CBD) by addressing longstanding parking issues to create a more people friendly place.

We know the relationships between mobility, parking, placemaking, land use, and development are core to the project process. Walker brings a complete understanding of the connection between the public-right-of-way and parking, from streetscape design to managing valuable curb zones, as exemplified in our projects such as parklet designs for both Benicia and Winters, California, reorganizing parking and loading zones in San Luis Obispo, and Pismo Beach, California, street redesign to create more pedestrian and community space and reviewing park and rides in Mercer Island, Washington, code modernization in Sunnyvale, California, and parking in-lieu fee programs in Healdsburg, California.

We understand the City of Fort Bragg’s growth, and the quality of that growth, is tied to the vibrancy of the Central Business District. People visiting Fort Bragg’s CBD enjoy a walkable place filled with retail shops, art galleries, and restaurants. Beginning in 2007, the City established a parking in-lieu fee, which it reduced by 50 percent in 2011, and then in 2012 set a moratorium on the fee and parking requirements for new development. This has resulted in an overparked CBD that needs a strategic vision and plan. The City is now working to make the CBD more pedestrian friendly by partnering with merchants on a comprehensive revitalization strategy. Part of that strategy is navigating a path forward for parking policies.

We will draw on our nationwide experience and expertise. We have spent thousands of hours studying parking over several decades as the lead author of the International Council of Shopping Center’s (ICSC) and Urban Land Institute’s (ULI’s) Shared Parking Models and publications, and for the past four years, conducting an extensive curbside research and development initiative with cities of all sizes, independently vetting and testing dozens of strategies to collect millions of curb use data points. From this research we have created strategic parking and curb management policies that align with adjacent land use and make places more enjoyable to visit and stay. We also understand the economics, having secured more than \$3 billion in parking-related financing to build off-street parking and winning over \$9.5 million in grants to support electric vehicle charging infrastructure.

We can take the exciting and make it substantive. Curb management, new technologies, and elimination of parking requirements are the new, hot planning trends. Conversations and pilots around the country have been focused on technology and new mobility applications. Talking about the latest “it product” or what “this city is piloting” misses the nitty-gritty work of implementing policies, practices, and designs that are manageable and, at times, must be incremental, but focused on the long-term vision. This is especially true for cities like Fort Bragg, where there are limited travel options other than driving, but people want more walkability or to park once and walk. Providing a better built environment and creating parking policies to spur development will require focusing on actionable and implementable recommendations based on land use dynamics and planning design context. We know the policy and are prepared for tough conversations.

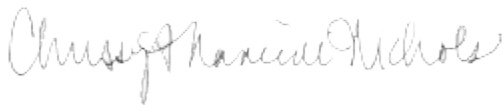
Together, we can take the elements that make parking planning and management impactful and exciting, contextualizing them for Fort Bragg’s reality of budget, staff time, and practical and political hurdles to get the most productivity out of its streets and land dedicated to parking.

Ben Weber, who will be the Consultant’s Project Manager, has over ten years’ experience as an urban planning and design consultant. His background is in helping communities understand physical planning concepts and the policies needed to shape quality places. Ben is National Charrette Institute certified and has led multi-day charrettes for projects as diverse as transit corridor land use plans, transportation system plans for Tribal communities, and development scenario planning for corporate campuses. He will be hands-on with you, not only as your primary project contact, but also leading the preparation of research, site observations, outreach events, and recommendation setting. Ben managed teams and complex projects by doing the work and positioning each team member to make their best contributions across the work scope.

Chrissy Mancini Nichols based in the Bay Area, will be Project Director. Chrissy has led over 100 municipal parking projects and brings 18 years of project experience to her engagements in the technical realm and nationwide best practices related to parking and access to create spaces where people want to visit. If you have any questions, please contact Chrissy at cmancini@walkerconsultants.com or 415.830.8464.

Sincerely,

WALKER CONSULTANTS



Chrissy Mancini Nichols
National Director for Curb Management
and New Mobility
601 California Street, Suite 820
San Francisco, CA 94108
415.830.8464
CMancini@walkerconsultants.com



Ben Weber, AICP
Curb Management, Mobility, & Parking
Consultant
601 California Street, Suite 820
San Francisco, CA 94108
415.310.9084
BWeber@walkerconsultants.com



E. Scope of Work

Project Understanding and Approach

The City of Fort Bragg, its businesses, residents, and visitors are at the confluence of converging and complimentary trends, providing an opportunity to rethink how parking and access should be provided to enhance the quality of life and economic development in the Central Business District (CBD). The traditional paradigm of transportation in California that requires a parking space for every person who patronizes and works at a restaurant or other business is evolving. Changing consumer preferences for the simple convenience and pleasure of bicycling and walking, or “parking once” and walking to multiple destinations, gives people choices other than relying on driving and parking to reach their destinations. Furthermore, vacant and peripheral parking lots offer opportunities for long-term parking and even creating more transit access through park and rides.

The inefficiency and cost of devoting too much land to parking and inefficient management of parking contributes to this paradigm, constrains business, and limits the City’s ability to advance economic goals. An inefficient parking system increases traffic, deters bicycling and walking, prevents existing businesses from expanding or new businesses from opening, and limits the number of businesses and destinations to visit in the City.

The question then becomes the requirements, location, and allocation of parking spaces vis a vis patrons and employees. Moving forward productively also likely requires changes to parking regulations and policies, and rethinking how parking can complement walking and biking. Further given the State of California’s aggressive emissions reductions goals and ambitious goals to convert to electric vehicles, how does the City plan for the future of electric vehicles to encourage adoption and satisfy charging demand? Walker is working with communities to plan for electric vehicle charging infrastructure, fleet electrification, and sustainable microgrid powered systems.

At Walker, we know Fort Bragg’s galleries, restaurants, and shops are the draw (not the parking). Although the parking may not be “the draw,” the amount and location of the physical space it occupies makes how, and where, parking is provided crucial for the success – or failure – of place making, “the destination.” Abundant parking can come at the expense of desirable spaces for people. At Walker, we approach our engagements keenly aware of this challenge, and recognize that addressing it effectively in Fort Bragg’s Central Business District will be a crucial component for the success of the engagement. Our expertise in all things parking and street design, including the planning, ordinances, enforcement, activation, funding, and technologies, ensures that new and existing businesses have adequate parking, while creating opportunities to claim unused space for people, and complement biking and walking. Further, while transit may be limited, we know if you can move some people to transit, it opens up parking spaces for customers. Parking lots on the periphery may serve as park and ride locations to spur transit ridership. Together, these elements can work together to support the City’s goals to revitalize downtown development and create a more people-friendly place.

Our Process

- **Understand the City of Fort Bragg’s holistic approach.** The City’s planning efforts embrace the connections between economic, social, and quality of life. Recommendations developed through this work will be equally comprehensive in their scope and impact.
- **Use the City’s goals as a north star.** The Comprehensive Downtown Parking Strategy can provide a path for all efforts related to parking, access, economic development, and placemaking. Walker will view the City’s goals and economic revitalization plans as our “north star” for developing recommendations that meet the core vision and values of the City and its constituents.
- **Be aspirational and inspirational, but also data-driven in identifying best practices.** In tailoring best practice solutions, Walker will evaluate not only aspiration and innovation, but also the effectiveness in performance

of those best practice solutions from a quantitative and qualitative standpoint for Fort Bragg’s local context. The guiding question in this search will always be “to what extent will this solution serve the Fort Bragg community?”

- **Focus on clear and unified messaging.** We will ensure that this effort is an extension and continuation of the City’s planning efforts through clear and unified messaging in open and collaborative partnership with City staff and stakeholders.
- **Be ready for implementation.** We will deliver a plan that is implementable and outlines costs and funding opportunities.

Scope of Services

The following is Walker’s detailed scope of work, outlining how the Project Team will work with the City, the community, and other stakeholders to achieve the goals and objectives of the project as outlined in the RFP. Walker will honor the goals of the tasks as set forth in the RFP as well as add value using creative solutions with a pragmatic and implementable focused deliverable.

Task 1- Project Management

Task 1.1 Kick Off Meeting. Walker will conduct a virtual kick-off meeting with the City’s project manager and all City and Walker team members to explore project parameters, objectives, purpose, assumptions, and goals. The kick-off meeting will include a discussion of project scope, schedule, and budget.

Task 1.2 Regular Meetings. Walker will hold regular phone or web meeting check-ins with the City’s project manager, and applicable team members.

Task 1.3 Monthly Invoices. Walker uses an internal electronic accounting system, which prepares monthly invoices and progress reports that track schedule and budget. We will issue monthly invoices to the City with summaries of staff work on the project.

Deliverables:

- Meeting minutes and follow up action items
- Monthly invoices

Task 2- Investigation

Simply establishing a starting point for a parking plan can be challenging. People’s lived experiences tend to inform their concerns and desires more than hard data does. We propose to investigate your parking systems from as many angles as possible. This includes empirical fact collection, discussions with your City’s leaders, and conversations with the community. Walker will conduct a deep-dive review of exiting data, studies, regulations, policies, and other documents to provide background and context for the study. This includes a review of the following pertinent studies and available data, but not limited to the City’s Land Use and Development Code, In-lieu fee revenues, the Downtown Revitalization Strategy, Inland General Plan, and other related policies, plans, and studies.



Community connection and engagement in the City of Winters, CA.

Task 3- Site Visit

The Walker team is familiar with Fort Bragg and will build on that knowledge to evaluate existing parking and pedestrian issues and opportunities in the Central Business District. Walker will visit Fort Bragg for one site visit and city tour with the City to evaluate existing parking issues (on and off-street) and pedestrian impediments in the CBD study area. This will include a high-level evaluation of existing parking facilities and utilization, existing wayfinding and signage (including parking signage) within and at the major entries leading to the CBD, and identification of key travel decision points within the CBD. Walker will also review the pedestrian environment to understand any limitations, obstructions, or other challenges related to street design, sidewalk, and overall access that may limit a more people friendly, enjoyable, and walkable atmosphere. Specific location evaluations include the Adler Street Trail head, vacant lots on the edge of the CBD, potential park and ride lots near Mendocino Transit Author stations, and siting for EV charging stations, solar covered parking areas, or metered parking.

Deliverables:

- Existing Conditions summary of Tasks 2 and 3 findings, prepared as a section and appendix of the Draft/Final Report

Task 4- Community Outreach

During the Task 3 site visit, Walker proposes to coordinate timing to hold one interactive meeting with the community at large, with an agenda to be developed with the City. The goal is to have interactive activities for the participants, for example, give them the opportunity to identify and sketch parking and transportation issues on oversized project maps. Walker proposes to hold the meeting in coordination with another event, such as the downtown revitalization quarterly meeting.

Alternative/Online Survey: As an alternative to an in person community meeting, and if it is decided that there would be greater community input via an online survey, Walker proposes an alternative outreach strategy through one focused online survey. The survey will provide Walker team input on people’s opinions, priorities, and concerns related to parking and the pedestrian environment to identify recommendations. The online survey will be distributed to the City’s contact list and via city e-newsletters and social media feeds. Carefully formulated survey questions will be augmented with images, maps, or other visuals to help enhance people’s understanding and make their responses more meaningful.



Community outreach efforts in the City of Benicia, CA.

Deliverables:

- Community Outreach summary, prepared as a section and appendix of the Draft/Final Report

Task 5- Develop the Central Business District Parking Strategy

We know parking is a political process. Our team members are policy experts who have shepherded policy initiatives through local, state, and federal elected bodies, from fundamental change to minor amendments. We will work with the City to frame policy strategies and actions based on goals, data, visualizations, and real-life examples, to convey the story for policy and program change.

Based on findings from previous tasks and learnings from the community Walker will define strategies for aligning the parking system to create an optimal program. Strategies considered for Fort Bragg will include the following:

- Updates to the City’s Land Use Code for parking requirement, reductions, and the in-lieu fee.
- Strategies to create a more walkable and pedestrian friend environment and promote pedestrian activity so people can walk between destinations and are encouraged to “park once” and visit more businesses.
- Areas for park and ride stations to increase transit access.
- On-street parking regulations including time limit policies and strategies, and enforcement.
- Enhancements to parking policies and the relationship between on- and off-street parking including time limits, hours of operations and programs for resident, overnight, and employee parking. We will explore how policies can better balance on and off-street parking supply, create optimal parking utilization and increase parking turnover.
- Accommodating demand by user group (residents, employees, and visitors) and areas of interest, and using vacant lots for long-term parking.
- Recommendations for improvements in parking wayfinding.
- Technology recommendations to improve the efficiency of the parking enforcement program.
- Measures for improved use of existing public and private parking facilities including shared parking and other shared use agreements. Walker has worked with multiple communities on developing shared parking agreements between public agencies and private owners.
- Parking demand management including resident and employee Transportation Demand Management strategies to mitigate parking demand, and access improvements that reduce the need to drive and park or own a vehicle.
- New operational strategies.
- Planning for electric vehicle infrastructure and potential solar installations.
- Opportunities to increase access and if optimal, repurpose existing underutilized parking supply to activate downtown and support local businesses. Examples of more people-centric uses include parklets, streateries, and pop-up retail/restaurants.



Walker worked with Fresno County Transit Agency to implement an EV transportation plan.

Walker anticipates presenting the list of strategies and actions in a visual, easy to digest format, such as a matrix.

Deliverables:

- Strategies and actions list.

Task 6- Draft Comprehensive Parking Strategy for the Central Business District

Once all deliverables from previous tasks are completed and approved and strategies developed, Walker will create an illustrative and digestible digital draft report to the City for review including proposed code amendments.

Deliverables:

- Draft Reported via a digital copy in a commonly accessible format.

Task 7- Revisions to the Comprehensive Parking Strategy for the Central Business District

Walker will respond to one (1) consolidated round of City comments of the Draft Report.

Task 8- Joint Planning Commission and City Council Workshop

Walker will present the parking study at one (1) joint City Council/Planning Commission meeting.

Deliverables:

- Presentation material for joint City Council/Planning Commission meeting.

Task 9- Final Comprehensive Parking Strategy for the Central Business District

Walker will prepare a Final Digital Report and proposed ordinance. The Final Report will be reader-friendly with a variety of communication modes, including text, maps, graphics, tables, matrices, and other infographics, as necessary.

Deliverables:

- Final Report is provided via a digital copy in a commonly accessible format. Walker will also provide all work products associated with the project to the City.



City of Fort Bragg

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

Text File

File Number: 23-067

Agenda Date: 3/27/2023

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8C.

Receive Report and Consider Adoption of City Council Resolutions Approving Professional Services Agreements with Engineering Solutions Services in a Not to Exceed Amount of \$45,000 to Provide On-Call Grant Services, and with Evan Brooks Associates in a Not to Exceed Amount of \$30,000 to Provide On-Call Grant Services, Authorizing City Manager to Execute Contracts (Various Account Numbers)



AGENCY: City Council
MEETING DATE: March 27, 2023
DEPARTMENT: Public Works
PRESENTED BY: C. O'Neal
EMAIL ADDRESS: coneal@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolutions Approving Professional Services Agreements with Engineering Solutions Services in a Not to Exceed Amount of \$45,000 to provide On-Call Grant Services, and with Evan Brooks Associates in a Not to Exceed Amount of \$30,000 to provide On-Call Grant Services, Authorizing City Manager to Execute Contracts (Various Account Numbers)

ISSUE:

On March 10, 2023, the City received four (4) timely proposals from qualified consulting firms interested in providing On-Call Grant Writing Services to the City. Public Works and Community Development Department staff reviewed the proposals and recommend that two firms be selected for work on the various grant needs of upcoming capital projects based on their experience and demonstrated success in grant award amounts. Engineering Solutions Services (ESS) has significant experience working on water and sewer projects and some experience with parks projects. Evan Brooks Associates (EBA) has significant experience working in securing grants for the transportation sector as well as some parks experience. As this was an On-Call solicitation, staff recommends dividing the work amongst the two consultants to capitalize on their strengths, divide the management of the consultant between two staff members, and accelerate the timeline for the various applications given more bandwidth between the two firms.

ANALYSIS:

The primary purpose of this contract is to assist city staff with applications for grants, which address documented needs for capital infrastructure improvement projects including water, sewer, facilities, CV Starr, and streets. In addition, it is the intent of the City to apply for grants which not only are consistent with identified City needs but those grants that can be properly and efficiently administered by staff taking into account existing duties and responsibilities. The goal of the City's grant program is to secure funding for services and projects which the City otherwise would be required to utilize local tax dollars.

The Consultant's role is to assist with writing federal, state, local, emergency and private grant applications and preparing the baseline and existing conditions studies and concept work to strengthen the applications. The selected grant writing firm(s) will work with the Public Works Department to identify potential grant opportunities and to develop a program specific to the details and timelines of each grant by identified project.

A review of the submittals prepared by ESS and EBA make clear these firms understand the scope of work and they have the experience and qualifications necessary to ensure completion of the tasks properly, on schedule, and within budget. Attached to this report is the request for proposals (Attachment 5) which established the parameters for the project

AGENDA ITEM NO. 8C

as well as the scope of work sections submitted by each firm (Attachment 2 & 4). Based on the extensive experience of ESS with water and sewer grants, particularly the \$18 Million they have already secured for the City of Fort Bragg, staff recommends retaining their services for water, sewer, and CV Starr projects. Because EBA's proposal was scored highest overall by the staff team; in part to their overall experience in securing \$2.2 Billion in total awards (more than the other proposers); their organized and engaging proposal layout and their particular focus on streets and parks, staff recommends hiring them to prepare and manage grants for the streets project and the City Hall East project.

RECOMMENDED ACTION:

Adopt Resolutions Approving Professional Services Agreements with Engineering Solutions Services in a Not to Exceed Amount of \$45,000 to provide On-Call Grant Services, and with Evan Brooks Associates in a Not to Exceed Amount of \$30,000 to provide On-Call Grant Services, Authorizing City Manager to Execute Contracts (Various Account Numbers)

ALTERNATIVE ACTION(S):

1. Adopt Resolution approving Professional Services Agreement with only one firm in the whole amount of \$75,000; or
2. Reject all proposals and provide direction to staff on how to proceed.

FISCAL IMPACT:

At the Mid-Year budget, and amendment programmed \$15,000 (see table below) from each of the special fund sources (associated with the various project type) to add up to a total of \$75,000. Upon approval of a master contract and authorization for specific projects, funding for pre-work costs will be covered with these funds. It is anticipated that ongoing grant management of successful grants would be funded by the specific grant(s) being managed. Staff recommends authorizing \$45,000 for the ESS contract to manage water, sewer, and CV Starr Grants, and \$30,000 for EBA to manage streets and facilities grants for a total of \$75,000.

Water	\$15,000
Sewer	\$15,000
Facilities	\$15,000
Streets	\$15,000
CV Starr	\$15,000
Total	\$75,000

GREENHOUSE GAS EMISSIONS IMPACT:

There is no anticipated increase in Greenhouse gas emissions associated with the preparation of the grant submittals.

CONSISTENCY:

Hiring consultants to assist with securing grant funding will ensure sufficient revenue is available for the implementation of the Capital Improvement Program. Using grant funds for projects is consistent with Element 4 Conservation, Open Space & Parks Policy OS-9.7.1c

which is to “pursue available grants” for parks and open space projects as well as Councils’ Goal emphasizing grants for City Infrastructure in the 2022/23 Budget in Brief Summary.

IMPLEMENTATION/TIMEFRAMES:

RFP Opened – March 2023

Notice to Proceed – April 2023

Grant Writing and Support – March 27, 2025

ATTACHMENTS:

1. Resolution On-Call Grant Services - EBA
2. EBA Scope of Work
3. Resolution On-Call Grant Services - ESS
4. ESS Scope of Work
5. On-Call Grant Request for Proposals

NOTIFICATION:

1. Veronica Garcia-McGrew, PE, REY Engineers
2. Kristin Cooper Carter, CEO, Grant Management Associates
3. Hal Suetsugu, President, Evan Brooks Associates
4. Sudi Shojha, PE, Principal, Engineering Solutions

RESOLUTION NO. _____-2023

A RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING PROFESSIONAL SERVICES AGREEMENT WITH EVAN BROOKS ASSOCIATES TO PROVIDE ON-CALL GRANT WRITING SERVICES AND AUTHORIZING CITY MANAGER TO EXECUTE SAME (AMOUNT NOT TO EXCEED \$30,000; VARIOUS ACCOUNT NUMBERS)

WHEREAS, On March 10, 2023, the City received four (4) timely proposals from qualified consulting firms interested in providing On-Call Grant Writing Services to the City; and

WHEREAS, staff reviewed the proposals and recommend that two firms be selected for work on the various grant needs of upcoming capital projects based on their experience and demonstrated success in grant award amounts; and

WHEREAS, one of those firms, Evan Brooks Associates (EBA), has significant experience working on streets projects and some experience with parks projects; and

WHEREAS, EBA’s proposal was scored highest overall by the staff review team as they had the highest grossing grant awards of the proposers, securing \$2.2 billion in total awards to date; and

WHEREAS, because of their organized and engaging proposal layout and their particular focus on streets and parks grants, staff recommends EBA manage grants for the streets project and the City Hall East project; and

WHEREAS, the grant budget for Streets and Facilities portion of this project is \$30,000 requested for allocation at the Mid-Year budget review; and

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

1. EBA has the necessary experience, and meets the necessary requirements to perform the work.
2. Sufficient budget is available to cover the cost of the contract.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby accept the proposal of EBA, awarding the contract for On-Call Grant Writing Services and authorizing the City Manager to execute the same (Amount Not to Exceed \$30,000; Account No. 110-4520-0319, 610-4612-0319, 710-4712-0319, 810-4812-0319, 520-4393-0319).

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 27th day of March, 2023, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

March 10, 2023

Chantell O’Neal, Assistant Director; Engineering
City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437

Subject: On-Call Grant Writing Services

Assistant Director O’Neal and the Evaluation Committee:

Evan Brooks Associates, Inc. (EBA) — a certified disadvantaged, small business enterprise (D/SBE) and a California Corporation — is pleased to present this proposal to secure funding for projects and programs that achieve the City of Fort Bragg’s (City) goals and vision of creating a healthier, more resilient, prosperous, sustainable, and safe future for all community members.

Our experienced team of grant writers, planners, greenhouse gas (GHG) analysts, cost estimators, funding specialists, graphic designers, and cartographers have been successfully securing grants for more than a decade, totaling more than \$2.2 billion in funding from sources such as the Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), Federal Transit Authority (FTA) Transit Oriented Development (TOD), Transit and Intercity Rail Capital Program (TIRCP), Habitat Conservation Fund (HCF), Statewide Park Program (SPP), Urban Forestry, Urban Rivers, and Urban Greening.

We are committed to not only meeting the City’s grant securing needs, but to exceeding them. Our project manager, Daniel Bartelson, MPA, MBA, has more than 20 years of experience managing similar bench and on-call contracts. With his leadership, EBA’s team will prepare high-quality, captivating, and data-driven applications that get funded. As Los Angeles County Metropolitan Transportation Authority’s (Metro) former Capital Planning and Programming Manager and EBA’s President, I, Hal Suetsugu, will manage grant awarded funds, assuring compliance with grant conditions, and, when necessary, provide updates and reports on grant activities to funding sources.

Please feel free to contact me via telephone **(626) 799-8011** or via email at **hal@ebaplanning.com** should you like to schedule an interview. We look forward to hearing back from you!

Best regards,



Mr. Hal Suetsugu, President
Evan Brooks Associates, Inc.

SCOPE OF WORK

UNDERSTANDING

Like several coastal communities throughout California, the City of Fort Bragg (City) faces many challenges, from environmental issues, such as rising sea levels, flooding, and erosion, to transportation and infrastructure. Isolated from major urban centers and lacking convenient transportation options, many residents rely on personal vehicles to access essential services. The city's aging infrastructure and narrow roads also pose challenges, particularly during peak tourist season when traffic can become congested. Water resources are also a concern, as the city is susceptible to droughts and relies on limited local water sources. Additionally, the CV Starr Community Center, a vital community resource, requires significant upgrades and maintenance to continue serving the community effectively. Finally, limited green spaces throughout the community make it difficult to provide adequate outdoor recreational opportunities for residents.

To address these and other issues, the City is proactively seeking a consultant or a bench of consultants that can acquire and manage grant

funding to make meaningful progress toward meeting its constituents' needs and providing top-quality services while sustaining a sound fiscal position.

Via this contract, the City has a profound opportunity to expand its capabilities and, ultimately, continue improving the quality of life for residents and visitors. By increasing available City funding to pay for community-supported projects and programs, community members will be able to enjoy things they want, like increased mobility via better designed streets that benefit all users (e.g., motorists, pedestrians, bicyclists, and transit-users); upgraded parks and community connections; and sustainable development that protects the City's environment for future generations to come. The City has a profound opportunity to meet its goals and objectives to its constituents by selecting consultants that are committed to help secure and manage grant funding that makes its projects and programs a reality.

Our team is committed to ensuring the success of this contract. We have learned from previous experiences (*Figure 7*) and understand that

Figure 7. Lessons Learned

- Lessons Learned**
- Review the proposed city project carefully utilizing past award lists (i.e., what the funding agency has historically funded) and the evaluation criteria for the current cycle under the grant program being considered.** This exercise will allow you to save resources by only preparing applications with high funding potential.
- Utilize independent quality assurance/quality control protocols and establish a review process with relevant stakeholders to ensure accuracy and completeness of the application.** A siloed approach will ensure every application is double, even triple checked before submittal.
- Test submission portals** in advance and submit early.
- Maintain an online folder to share and house all information** (e.g., Dropbox).
- Develop naming conventions** for files to ease workflow.
- Regularly communicate with funding agencies after an award is made.** Though it may not be explicitly stated anywhere, proactively ensuring you are meeting reporting requirements makes a huge impact to the success of obtaining future grants from that agency. If you don't, you risk being blacklisted!

this contract can become deadline-driven and resource-intensive, especially when multiple grant opportunities are released and due within days. As such, we will provide all services requested, including, but not limited to:

- ✓ **Match** grants to City endeavors utilizing grant databases (e.g., Grant Finder, eCivis, Grants.gov, and CA.gov/grants);
- ✓ **Identify**, in collaboration with the City, which grants to pursue by involving staff in the decision making process;
- ✓ **Prepare** well-written grants by assigning writers with the appropriate expertise and with a high success rate for the grant program;
- ✓ **Bring together** appropriate stakeholders and utilize existing relationships with funding agency staff and their directives throughout the grant development process;
- ✓ **Manage** grant awarded funds, assuring compliance with grant conditions, and,

when necessary, provide updates and reports on grant activities to funding sources;

- ✓ **Seek** to understand City goals, finances, and stakeholder relationships and work to support and strengthen all of them.

METHODOLOGY TO IDENTIFY GRANTS

Our team will partner with City staff, working one-on-one to build a sustainable grants management program. Project Manager, Daniel, will attend the City's project kick-off meeting. The meeting will be a time to discuss current and proposed project funding needs, including City Council goals, objectives, and City staff expectations.

Using our collected information from the kick-off meeting, as well as reviewing the City's capital improvement plan, we will prepare a draft funding forecast (**Figure 8**) that shows upcoming grants that align with City projects/needs. The

Figure 8. Example of a Grant Funding Forecast

City of Bogeman						evan brooks associates		
Grant Funding Forecast/Schedule								
Last Updated: October 9, 2022 10:08 PM								
Fall 2022			Winter 2022-23					
Sept	Oct	Nov	Dec	Jan	Feb	Ongoing/Rolling Deadline	TBD (NOFA unavailable)	City Priority Projects
<p>Quote submitted!</p> <p>Funding for development of a comprehensive safety action plan</p> <p>U.S. Department of Transportation: Safe Streets and Roads for All (SS4A) Grant Program</p> <p>Due: September 15, 2022</p>	<p>Grade Separated Railroad Crossing (reconnecting bridge to northern neighborhood/city limits) QR Railroad Crossing Quiet Zone</p> <p>U.S. Department of Transportation: Railroad Crossing Elimination Grant</p> <p>Due: October 4, 2022</p>		<p>Grade Separated Railroad Crossing (reconnecting bridge to northern neighborhood/city limits) QR Railroad Crossing Quiet Zone</p> <p>U.S. Department of Transportation: Consolidated Rail Infrastructure & Safety Improvement (CRISI) Grant Program</p> <p>Due: December 1, 2022</p>			<p>Sourdough Intake QR City Parking Garage w/ rooftop solar array and battery backup</p> <p>U.S. Department of Commerce, Economic Development Administration (EDA): Public Works and Economic Adjustment Assistance Program including CARES Act and American Rescue Plan Act Funding</p> <p>Due: Ongoing</p> <p>Consult with EDA (Glenn Pratt spratt@eda.gov).</p>	<p>Grade Separated Railroad Crossing (reconnecting bridge to northern neighborhood/city limits)</p> <p>U.S. Department of Transportation: Bridge Formula Program (BFP)</p> <p>Due: TBD</p> <p>Montana Department of Transportation (MDT) will receive funding</p>	<p>Solar Arrays with Battery Storage at City Facilities</p> <p>---</p> <p>Net Zero Energy Rebate Program</p> <p>---</p> <p>Electric Vehicle Charging Stations</p> <p>---</p>
<p>Quote submitted!</p> <p>Tourism and recreation projects, such as infrastructure upgrades that enhance visitor experience and increase expenditures, online branding of destinations, heritage preservation, wayfinding, etc.</p> <p>Montana Department of Commerce: Tourism Grant Program</p> <p>Due: September 15, 2022</p>	<p>Up to \$4 million to entities willing to introduce and prepare justice-involved youth and young adults for the world of work through placement into paid work experiences. The goal is to introduce and prepare youth for the world of work, help youth identify career interests, attain relevant skills and gain work experience</p> <p>U.S. Department of Labor: Growth Opportunities</p> <p>Due: October 5, 2022</p>		<p>Up to \$2 million to conduct demonstration projects focused on advanced smart city or community technologies and systems in a variety of communities to improve transportation efficiency and safety.</p> <p>U.S. Department of Transportation: Strengthening Mobility and Revolutionizing Transportation (SMART)</p> <p>Due: December 18, 2022</p>			<p>Funding to revitalize a town hall, a senior center, a local league field, a library, or any space where friends and neighbors gather.</p> <p>T-Mobile: Hometown Grants Program</p> <p>Due: Quarterly (for next 5 years)</p> <p>Must have "shovel ready" plans. Population of city/town must be at or under 50,000.</p>	<p>Solar Arrays with Battery Storage at City Facilities QR Net Zero Energy Rebate Program QR Scalable Renewable Energy Source Development (Wind and Solar)</p> <p>U.S. Department of Energy: Energy Efficiency and Conservation Block Grant Program</p> <p>Due: TBD</p> <p>NOFA expected in 4th quarter of 2022</p>	<p>Scalable Renewable Energy Source Development (Wind and Solar)</p> <p>---</p> <p>Railroad Crossing Quiet Zone</p> <p>---</p> <p>City Parking Garage w/ rooftop solar array and battery backup</p> <p>---</p>
<p>Funding for capital projects that support the purchase, design, construction, restoration, or renovation of buildings or sites of national, historical, architectural, or cultural significance and facilities that house humanities collections or are used for humanities activities.</p> <p>National Endowment for the Humanities: Infrastructure and Capacity Building Challenge Grants — Capital Projects</p> <p>Due: September 27, 2022</p>	<p>Grade Separated Railroad Crossing (reconnecting bridge to northern neighborhood/city limits)</p> <p>U.S. Department of Transportation: Reconnecting Communities Pilot Program</p> <p>Due: October 13, 2022</p> <p>Necessary feasibility studies and other planning activities must be completed to apply for capital construction grant! Will fund planning activities, if needed.</p>						<p>Electric Vehicle Charging Stations.</p> <p>U.S. Department of Transportation: Charging and Fueling Infrastructure Grants</p> <p>Due: TBD</p> <p>NOFA expected in Winter 2022-2023</p>	<p>Transportation / Interstate / Highway On and Off-ramp</p> <p>---</p> <p>Water/Sewer - Sourdough Intake</p>

forecast will serve as a living document, providing the City with clarity and an action plan to start applying for grant opportunities. The forecast will be provided in Microsoft Excel to ensure City staff can edit and update as needed.

Additionally, we will prepare and submit grant opportunity reports. The reports identify potential funding opportunities, including, but not limited to, Federal, State, local, foundation, and private grants that can be used to fund and implement City project. The report will provide crucial information on the viability of each grant in relation to the time and resources required to pursue and manage it.

The process of finding grants can be time-consuming and daunting; however, our team actively monitors and tracks existing programs throughout the year using online resources and internal grant calendars that show us when a grant opportunity is likely to be released based on previous funding cycles.

With several new grant programs being created under the Bipartisan Infrastructure Law (BIL) of 2021, our team utilizes several online tools to find and track programs, including, but not limited to:

- **Grants.gov** is the official website of Federal grant programs, and it contains information on more than \$500 billion in

grants awarded each year.

- **California Grants Portal** is a searchable database of more than 5,000 grants and loans available for nonprofit organizations and public agencies across the state.
- **Grantwatch.com** is a subscription-based website that features over 500 grant opportunities worth more than \$10 billion annually for state and local governments, nonprofits, and community-based organizations in California

These, and other websites, allow our team to search by keyword or filter results by funding source, category, or agency. In this way, we are able to find grants that align with City projects.

We also frequently reach out to funding agencies for advice on funding mechanisms and potential upcoming opportunities that align with our client's projects. Often times, funding agency staff provide helpful resources and direction to programs that may not have been considered.

Finally, ensuring the City is aware of opportunities early (preferably before the Notice of Funding Availability is released) is critical to the development of competitive applications that get funded. Therefore, we will present City staff with viable grant opportunities by email or telephone as grants become available.



CITY INVOLVEMENT

With several associates being former municipal employees, we understand City staff has many duties and responsibilities outside of grants acquisition and management. Therefore, City staff will be largely responsible for deciding whether to pursue a grant opportunity that our team presents to the City (or any grant that may come across the desks of City staff). Upon an approved notice to proceed with a grant application, the City will be emailed a checklist of items required for that particular grant. The checklist will itemize documents that the City will need to collect and supply to our team before the grant deadline. Examples include:

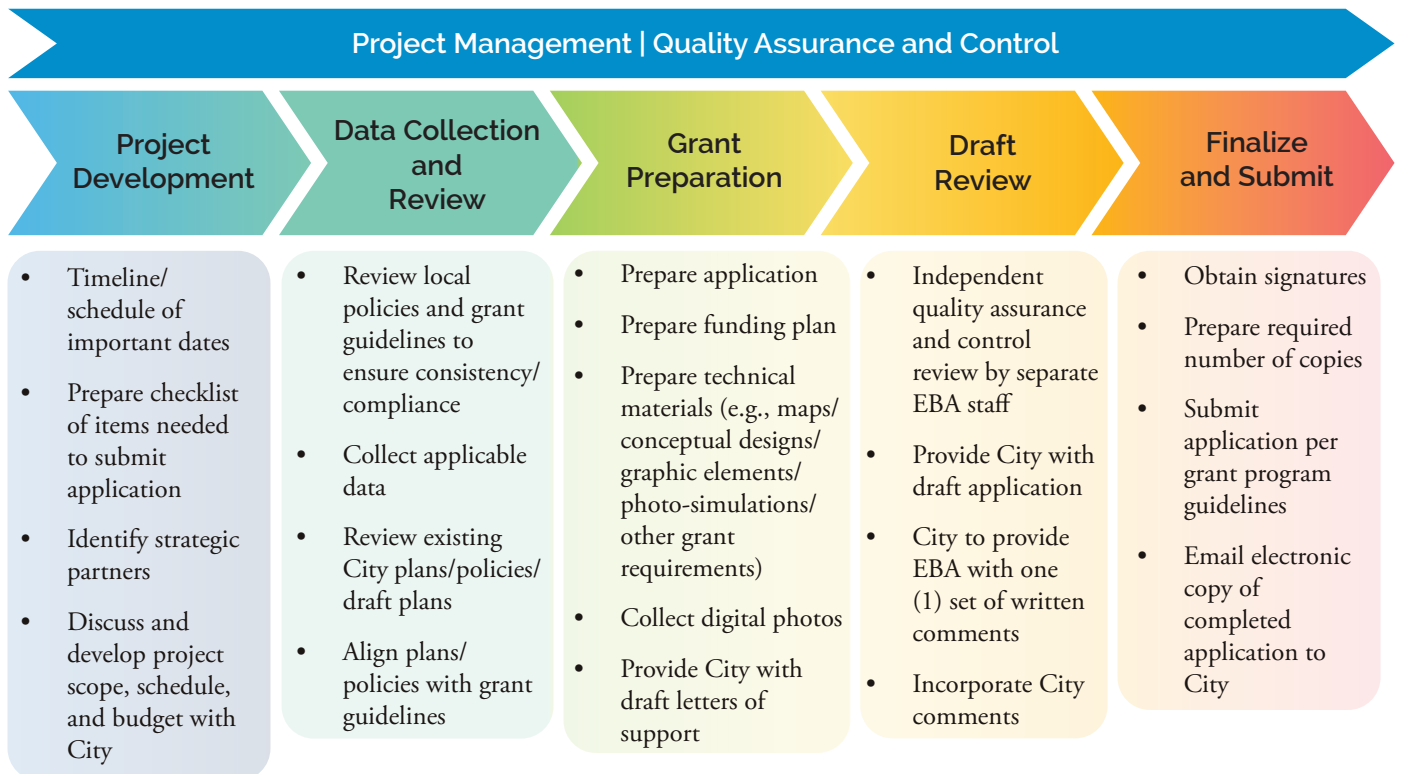
- ✓ Signature pages
- ✓ Support letters
- ✓ Approved resolutions

To ensure scopes, budgets, and project elements are to the specifications of the City, City staff will also be expected to provide written comments on draft grant applications. Fresh eyes, especially from the perspective of those who work for and live in the City, will ensure all needs and project elements are presented accurately in the application.

GRANT APPLICATION PROCESS

Each grant application has different requirements and will require varying amounts of effort; however, our typical scope of grant writing activities is shown in *Figure 9*. In general, we provide full grant writing and management services (including technical studies, photography, design, outreach, and post-award compliance reports). The following provides additional details and sub-tasks:

Figure 9. EBA’s Grant Application Development and Submittal Process



1 Review Application, Guidelines, and Evaluation Criteria

Application requirements, guidelines, and evaluation criteria will all be reviewed in depth in order to recognize any differences from the requirements, guidelines, and criteria used in previous cycles. A full and comprehensive understanding of all of these is necessary and will guide project documentation, as well as application preparation and submittal. We will prepare a detailed memo and checklist outlining all requirements for distribution amongst all relevant team members to ensure that expectations are communicated to all parties involved. The memo/checklist will include any tasks that we may need assistance with from the City. Examples include: executed signature pages, approved resolutions, stakeholder contacts, and any internal data not readily available to the general public.

2 Project Area Characteristics

Every single project will include a scan of the area in which that project proposes to be implemented. This scan will identify important area characteristics that will allow for a clear understanding of current issues and development of proposed recommendation and implementation. This task will help our team maximize the cost-benefit of each project, while paying close attention to addressing the existing concerns of that location.

For transportation planning projects, such as HSIP and ATP projects, identified solutions will be evaluated and reviewed by our engineering team to ensure that each recommended action does not create new problems. The information obtained through the scans will be used by team members to support project justifications going forward, and will be incorporated into project maps, charts, data graphics, and other project application materials where reasonably necessary or useful.

3 Modeling and Analysis

As deemed necessary, our project team may include subject matter experts (pre-approved by the City), such as architects, economists, or information technology experts. Use of subject matter experts will assist our team in running forecasting models and analyzing project impacts. The goal of this process is to provide quantitative data and baseline measurements for the proposed project or program. Including experts early in the grant writing process will yield a more fine-tune narrative that is backed by sound technical judgment and reasoning.

For projects which require modeling and analysis, our project team will utilize available databases and resources, as well as coordinate with local agencies, such as law enforcement, the City, or local stakeholders, to ensure that accurate and complete data is utilized to evaluate conditions. Current data will assist in determining what project impacts have in that area.

4 Letters of Support

An important component of grant applications is proof of sponsorship and community support. Our team will ensure that all grant applications include the necessary documentation of support from City councils, community groups, neighborhood councils, business improvement districts, local business owners, pedestrian, bicycle and SRTS advocacy groups, property owners, and developers so that the evaluating body will see that all the necessary support is in place to implement the proposed projects.

5 Perform Any Necessary Public Outreach

We typically assume that most or all necessary public outreach has been performed sufficiently; however, we are prepared to coordinate cost-effective public outreach efforts with the local agency, stakeholders, and advocacy groups before finalizing project design and submitting the final grant application. Outreach efforts enable

us to partner with local advocacy groups and to communicate effectively with community partners.

6 Project Area Photos

Project area photos are often a necessary component of grant applications that illustrate the need for the project in a very comprehensible way. Any available photographs from the City will be collected and considered, but we will perform comprehensive photography (including aerial photography) of all project areas to fully document local conditions. By doing so, our grant applications will clearly tell the story about local need for the project and the positive impact that the proposed project will have in the area.

7 Demonstrate Consistency with Existing Plans and Policies

This is an important task, and requires review of existing land use, transportation, sustainability, public health plans, and policies. Undertaking such a review allows us to demonstrate that not only does the project have the support of community members; it is also supported by official policy and largely consistent with regional plans. By doing so, we will demonstrate how the project will help interested agencies and parties meet regional goals.

8 Create Maps and Layouts

We will work with our in-house graphic designers and cartographers to develop maps that illustrate the extent of each project, surrounding land use, previous safety concern sites, activity centers, and any other local features necessary to support the requirements of a particular application. We will complete the majority of this information in ArcGIS so that maps, an easily-accessible format for presentation of information, can be included in final applications. We use public databases and GIS information to show the project's land use and relation to disadvantaged communities. These are important pieces of information to include as applications for projects serving

disadvantaged communities typically score higher in the evaluation process, translating into greater success rates.

9 Provide Supporting Data

Applications will cite and include any necessary documentation supporting claims of project benefits, but will do so in a way that makes them engaging and easily readable, bearing in mind that applications are typically scored by both experts and volunteers.

10 Craft a Succinct and Compelling Case for the Project

A critical component of every application is a compelling narrative that explains local and regional need for the proposed project to address the identified problem. Our team is experienced in crafting these compelling narratives by using engaging language and storylines to develop compelling grant applications.

11 Draft Review Phase

When our team has finished drafting and revising a draft text, we will upload the text of the application onto a file sharing service so that City staff can read and offer comments on the contents of the application. This allows City staff to review the draft application earlier in the process, and without all the additional components of an actual application. After receiving and implementing any feedback on the text of the application, all draft packages will be prepared to fit the granting agency's template.

12 Full-Draft Application

Our team of experts will compile the draft application package, bringing together all written sections, photos, charts, maps, and other graphic components into a single document for City staff review. Our team is prepared to meet with City staff via teleconference, or in-person, to discuss comments and concerns about full-draft applications. We will formally note all comments, suggestions, and actions taken

as a result, so that City staff will be able to see how concerns are being addressed. This will allow all parties involved to collaborate easily and effectively in application development, and provide a transparent and effective channel for resolution of conflicting opinions as to application components. In this way, executive approval and ultimate timely submission of all grant applications are made easy.

Typical deliverables may include, but not be limited to:

- ✓ *Pre-applications/letters of intent*
- ✓ *Checklist for grant applications*
- ✓ *Existing conditions*
- ✓ *Letters of support*
- ✓ *Summary of public outreach or outreach update plan and new public outreach, if necessary*
- ✓ *Benefit-cost analysis*
- ✓ *Planning document and policy consistency*
- ✓ *Maps*
- ✓ *Project concept design drawings*
- ✓ *Photographs*
- ✓ *Cost estimates*
- ✓ *Complete project draft applications*
- ✓ *Attendance at review meetings – as needed*
- ✓ *Final project applications in electronic and printed form for the City and granting agency*

13 Post-Award Grant/Funds Management

EBA has worked closely with cities to manage their grant-awarded funds, from preparing all types of documents (e.g., preliminary environmental studies, certifications, and request for authorization for each project phase) to preparing bid documents, tracking expenditures, and preparing progress reports to the funding agency detailing compliance with their eligible funding use.

With more than 30 years of experience, Hal Suetsugu — supported by EBA staff certified via the Local Technical Assistance Program (LTAP) to assist cities with Caltrans’ forms and post-award procedures — will ensure the City is meeting its commitment and reporting requirements to each granting agency and funding source.

EBA will work hand-in-hand with City staff to ensure projects are moving forward in a timely manner. This support includes conducting an initial assessment of all identified grant-funded projects, evaluating their compliance status with grant guidelines, and preparing the initial authorization to proceed with work. Once approved, EBA will monitor funding use and prepare reports as required by funding agencies. Ensuring our client’s meet all project and funding reporting requirements in a timely (and typically expedited) fashion is EBA’s top priority.



RESOLUTION NO. _____-2023

A RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING SOLUTIONS SERVICES TO PROVIDE ON-CALL GRANT WRITING SERVICES AND AUTHORIZING CITY MANAGER TO EXECUTE SAME (AMOUNT NOT TO EXCEED \$45,000; VARIOUS ACCOUNT NUMBERS)

WHEREAS, On March 10, 2023, the City received four (4) timely proposals from qualified consulting firms interested in providing On-Call Grant Writing Services to the City; and

WHEREAS, staff reviewed the proposals and recommend that two firms be selected for work on the various grant needs of upcoming capital projects based on their experience and demonstrated success in grant award amounts; and

WHEREAS, one of those firms, Engineering Solutions Services (ESS), has significant experience working on water and sewer projects and some experience with facilities projects; and

WHEREAS, ESS has the greatest experience with water and sewer grants having secured \$18 million in these categories for the City of Fort Bragg; and

WHEREAS, staff’s experience working with ESS on other projects has instilled confidence in the breadth of their knowledge about a variety of grant programs, so staff is recommending the City contract with ESS to pursue grants for water, sewer, and CV Starr projects; and

WHEREAS, the budget for water, sewer, and CV Starr grants is \$45,000 which was requested for allocation at the Mid-Year budget review; and

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

1. ESS has the necessary experience, and meets the necessary requirements to perform the work.
2. Sufficient budget is available to cover the cost of the contract.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby accept the proposal of ESS, awarding the contract for On-Call Grant Writing Services and authorizing the City Manager to execute the same (Amount Not to Exceed \$45,000; Account No. 110-4520-0319, 610-4612-0319, 710-4712-0319, 810-4812-0319, 520-4393-0319).

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 27th day of March, 2023, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



Cover Letter

City of Fort Bragg
Attn: June Lemos, MMC, City Clerk
416 North Franklin Street
Fort Bragg, CA 95437

March 10, 2023

Re: Proposal to Provide On-Call Grant Writing Services

Dear June Lemos,

Engineering Solutions Services (ESS) welcomes the opportunity to submit this proposal to provide on-call grant writing services for the City of Fort Bragg (City). Our goal is to bring in the maximum available grant funding for the City in order to be able to deliver innovative projects that enhance water supplies, reliability, conservation, and safety. **Having secured more than \$700 million** in the past ten years in a variety of projects, we bring an unmatched level of experience to identify and assist your City with developing a strategic plan and prepare winning applications to ensure an expedited and successful funding award.

What sets ESS apart is that we are not just a funding company but former municipal managers with technical and funding expertise that has earned deep-rooted relationships with funding agencies. As such, we are aware of upcoming funding opportunities and have been achieving highest awards of projects by preparing credible reports and strategizing timely submittal of applications on behalf of our clients.

Our technical team members have years of experience in project management of water resources systems, facility management, master plan development, groundwater management, permitting, and meeting regulatory requirements. In addition, we have a very qualified team consisting of Sudi Shoja, Gary Sturdivan and Tamim Atayee whose experiences encompass all aspects of FEMA/CalOES grant preparation and reimbursement requirements. Our established relationship with these agencies is an added value that will be utilized to benefit the City's projects.

As it is demonstrated in our proposal, we have a proven track record in successful award of grants for the multiple types of projects the City has listed on the website, and we would like to use our expertise to obtain maximum grant funding for the City. In addition, we have provided successful grant compliance for several projects funded by State Revolving Fund similar to the City's Regional Water Reclamation Facility Upgrades and projects funded by Bureau of Reclamation.

Here is what sets ESS apart:

- *ESS utilizes highly qualified technical team in multi-disciplines to provide the grant application writing sections that allow us to represent our*



- clients with credible reports gaining compliments from funding agencies.*
- *Our established relationships with the funding agencies and participation in development of grant guidelines, allow us to learn about upcoming grants and prepare our clients with additional information early in the game.*
 - *ESS is very cognizant of district resources and ranks the projects for award early on so that the City can make informed decisions about pursuing a grant funding.*
 - *Our time-tested process for grant administration has been a key factor in meeting audit requirements for projects up to \$280 million with multiple grant funding.*

We will use our expertise to conduct a needs assessment and leverage our relationships with the funding agencies to identify grants, and work with the City staff to secure and manage those grants. Effective, full-circle strategies like these are key to obtaining the most possible grant award funding for the City's projects.

I will serve as the program manager for this contract, and as the Principal of ESS, I am fully authorized to legally bind ESS in agreements with the City. I can be reached at (949) 637-1405 or via email at Sudi@engineeringsolutionservices.net. My project team and I look forward to working with you and all the City's staff to develop a work plan that identifies grants that meet the short- and long-term needs for funding projects and answering any questions you may have about our proposal.

Please note, ESS recognizes that the cost proposal will remain valid for a period of at least 180 days. ESS also certifies that we take no exception to the Request For Proposal (RFP) issued by the City for on-call grant writing services and the Professional Services Agreement included in the RFP. ESS also acknowledges that there were no addenda or public Q&A released for this bidding opportunity.

Sincerely,

A handwritten signature in black ink that reads "S. Shoja".

Sudi Shoja, PE,
Principal



E. Scope of Work

The ESS team believes in a full-circle approach to obtaining grant funding. This approach and the methodology behind it will encompass all aspects of the grant research, writing, and management services identified in the RFP.

ESS has provided grant management and compliance monitoring services for State and Federal funded projects on behalf of a multitude agencies in California since the start of our company. As you will read in the subsequent sections, ESS's approach to grant management and compliance monitoring is holistic and ensures that all management and compliance tasks are met efficiently and promptly. Our approach can be broken down into the below general tasks to meet the City's goals.

Task 1. Kick-Off Meeting and Funding Needs Analysis

- ESS will coordinate and arrange a kick-off meeting with the City's Project Manager and appropriate ESS staff to review and discuss the City's priority projects and potential funding opportunities.
- Conduct funding research to identify grant resources based on the kick-off meeting including but not limited to federal, state, and local agencies, as well as private foundations that fund municipalities for opportunities that match a specific the City project or program, the City's strategic goals, legislative platform, or policy objectives.
- Research grant opportunities identified by the City.
- Provide the City with a summary of potential funding opportunities relevant to its needs on an on-going basis.

Deliverables: Arrange a kick off meeting with the City's project manager and relevant City personnel and create a funding strategy matrix with recommendation for City Projects with financial breakdown and timeline with pertinent information for funding pursuits.

Task 2. Grant Funding Research and On-Call Grant Research

- Review projects and project components for applicability to grants as directed by the City. This will include the priority projects identified by the City and any identified grants during the funding needs analysis.
- Research applicable grants and prepare grant summaries based on review of grant application guidelines.
- Communication with funding agencies for clarification and guidance.

Deliverables: Grant summaries that align with City priorities and projects upon review of grant guidelines.



Task 3. Grant Proposal Development

- Identify projects and analyze components that not only meet the funding requirements but are likely to rank high for award.
- Prepare support letters, resolutions and staff reports on an as-needed basis following the City's preferred style.
- Compose grant proposals on behalf of the City as directed, including all technical sections, preparation of budget and schedule, preparation of exhibits such as graphs and schematics, coordination with the City staff and compiling demographic data and other necessary items for grant applications.
- Develop timelines and checklists to ensure timely grant completion and submission.
- Submit grant applications for review and comments by the City's project management team.
- Prepare Disadvantaged Community (DAC) related documentation using required funding agency portals.
- Grant submission on behalf of the City.

Deliverables: Support letters, resolutions, staff reports, DAC related documentation, budget documents, schedules, project schematics, final grant applications, and timelines for all above items to meet grant deadline. All documents will be provided in requested City format.

Task 4. Grant Management, Administration, and Monthly Reports

- Review the draft award agreements to identify all the general and specific requirements.
- Assist with the preparation and submittal of post-award reports and reimbursements that are required under the terms of the grant.
- Develop schedules and timelines for each funded project.
- Track Disadvantage Business Enterprise (DBE) requirements, perform American Iron and Steel (AIS) certification process, monitor Davis Bacon federal labor compliance requirements.
- Participation in regulatory audit sessions.
- Project Manager - Monthly Reporting.

Deliverables: Reporting specific to funding program activities.

Task 5. Optional Additional Services

- Provide design review and prepare specification sections to meet the terms of grant agreement and guidelines.
- Assist in preparation of required California Environmental Quality Act (CEQA).
- Prepare technical documents to support the grant applications and/or prepare RFP for technical services needed.

Deliverables: CEQA compliance and technical documents.

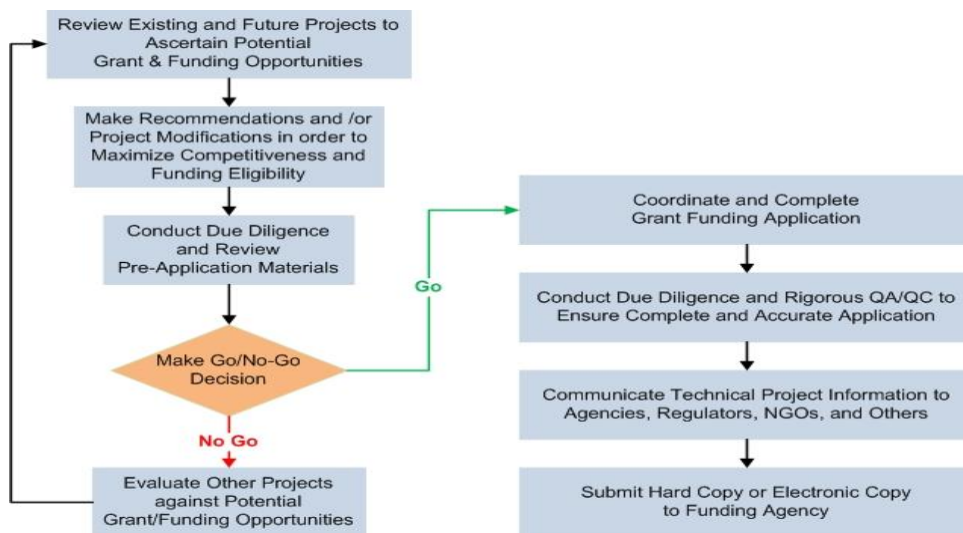


Our goal is to bring in the highest possible amount of funding for the City. To achieve this goal, ESS brings its extensive experience and a highly qualified team to work closely with the City’s Project Manager to mold the City’s project components, to maximize eligibility and ranking under various funding programs.

We have the unique ability to distill and convey complex project information into funding agencies’ specific formats for grant applications. Our experience in coordinating, managing, and writing different types of applications has led to successful procurement of funding for many clients. Similarly, our experience with grant administration has enabled us to see another side of grant acquisition, wherein we can capitalize on this knowledge.

1. Kick-Off Meeting and Funding Needs Analysis

The complex and elaborate process of obtaining funding can delay the ability to act. Our comprehensive knowledge of the funding process helps us conceptualize and develop an appropriate action plan, thereby maximizing success. We will identify eligibility requirements, likely availability of funding, terms, conditions, and other key parameters. Our step-by-step process to a successful application is shown in the following flow chart:



Kick-Off Meeting and Identification of Appropriate City Projects for Funding

Once a Notice to proceed has been identified, Sudi Shoja will arrange a kick-off meeting with the City’s Project Manager and appropriate ESS staff to review and discuss the City’s project priorities, including the categories specifically mentioned in the RFP and Capital Improvement Projects. Sudi will serve as a Project Manager and the point of contact for ESS. She will assign task managers and grant writers as needed (if multiple pursuits are followed at the same time) to best meet the project deadlines.



We believe that one of our most important tasks is to work with the City to position the projects for maximum ranking for various grant opportunities. ESS is well qualified to achieve this goal as our staff not only been responsible for similar activities in their former positions, but they also have developed strong relationships with the funding agencies that allow us to learn about funding goals for future cycles and present them to our clients.

Working with the City's Project Manager, we will review and discuss the current status of projects, available funding, established priorities, project planning and design status, management preferences and regulatory requirements. With our thorough knowledge of available and historical funding opportunities and our technical expertise in managing similar programs, we will be able to recommend a strategy and ranking of projects for funding pursuits. Based on our experience, we will also be able to offer cost-saving measures such as multi-year grants on a program level in lieu of individual projects that will reduce the regulatory burden of managing various funding agreements and the cost of preparation of applications and compliance monitoring.

ESS believes the City will be best served by working together to create a strategy that enables us to write winning applications that will maximize funding for the City while minimizing the administrative burden on the City staff.

- ✓ ***Review of City of Hemet's bond options and developing a funding strategy resulted in savings of more than \$13.5 million for the City. In addition, analysis of the City's CIP program and the unfunded list of projects resulted in identification of more than \$28 million in funding.***
- ✓ ***ESS was able to qualify the Santa Clarita Valley Water Agency for \$30 million for Title XVI recycled water funding.***
- ✓ ***Working with the County of Orange, we recommended a strategy that resulted in submittal of an additional successful grant application for the same project, and award of additional \$1.2 million for a street improvement project.***

Deliverable(s):

- Arrange a kick-off meeting with the City's and ESS's relevant personnel.
- Recommendation for Project Priority List with financial breakdown and timeline with pertinent information for funding pursuits.

Identification of Grant Resources

ESS team members keep up to date with the available Federal and State level funding alternatives for many types of grants, including water and sewer projects, as well as facility improvement and parks projects and energy savings for municipal facility updates. We attend various funding fairs, participate in providing input to guidelines for funding opportunities, and are subscribed to receive notices on available funding. ESS subscribes to various grant resources and will use this service to identify funding opportunities.



Projects	Funding Sources	Amount
Water Infrastructure		
	DWR	No maximum
	Reclamation - WaterSMART	\$7 million
	Reclamation - Title XVI	\$30 million
	SWRCB	No maximum
	EPA	Varies
	FEMA	No maximum
	Natural Resources Agency	Varies
Waste Water Infrastructure		
	SWRCB	No maximum
	Reclamation - Title XVI	\$30 million
	DWR	No maximum
	EPA	Varies
Parks, Recreation, CV Starr		
	CA Dept of Parks & Recreation	Varies
	Boating & Waterways	\$5 million
	Recreational Trail Program	\$2 million
	Outdoor Equity Grants	\$700,000
	Regional Parks Program	\$3 million
	Land & Water Conservation	Varies
Transportation & sustainability		
	State	Varies
	DOT/Caltrans	Varies
	Environ Enhancement & Mitigation	\$1 million
	SS4A	\$30 million
	ATP	No maximum
	CA Climate Resiliency	\$200,000
	CalRecycle	Varies
	Clean CA	\$3 million
	Coastal Conservancy	Varies
	MSRC	Varies
Selected Projects from above		
	Community Project Funds	Varies

Established Relationships with Funding Agencies

We understand that **successful grant funding consists of two-thirds planning and one-third writing**. With that in mind, we pride ourselves on our close relationships with funding agencies. Those relationships, plus appropriate and meticulous planning, allow us to obtain key information about the successful awarding of grant funds. One of the tactics used to ensure this



strategy’s success is to identify opportunities for in-person meetings with the funding agency when we are initiating a pursuit. We know this approach provides results from experience.

We have established relationships with the following funding agencies:

- DOT/Caltrans/FHWA
- FEMA/CA Office of Emergency Services (CalOES) Pre-Disaster Mitigation and Hazard Mitigation Planning
- Department of Transportation
- Caltrans – various Districts
- US Bureau of Reclamation
- Ocean Protection Council (Prop 68)
- State Water Resources Control Board
- US Department of Commerce – Economic Development Administration
- California Department of Water Resources
- CA Public Utilities Commission
- EPA
- US Energy Commission
- AQMD
- Various Conservancies and non-profit advocacy organizations
- California Department of Parks and Recreation


We understand that the City has several key projects outlined in the City’s Capital Improvement Plan and priorities listed in the RFP. ESS team members bring their extensive experience in developing and managing CIP programs to develop successful grant applications on behalf of our clients.

- ✓ ***ESS was aware of the additional grant funding available to the SWRCB and as such aligned the submittal of its applications such that they were well ahead of the competition and received the due attention.***
- ✓ ***When applying for stormwater grants for Coachella Valley Water District, ESS arranged a conference call with EPA staff to discuss the two top-priority projects for the District and receive key input from grant funding project managers.***

We will then use our extensive experience to match the City’s projects with the available funding options and develop a matrix of all potential funding alternatives **specifically to match the City’s projects** that will serve as a tool for the project team and the City staff to use.

As an example, our team members have been providing the available grants services for water and sewer projects to WaterReuse members on a regular basis and will continue to provide this information for this contract as well. Information could look like the following table, based on applicable projects:



 Local, State, and Federal Funding Opportunities							
Program	Total Allocation	Funds Offered this Round	Purpose	Eligible Projects	Status	Anticipated Timeline	Notes
SWRCB Stormwater Implementation Grants/ Proposition 1	\$200M	\$80M	Multi-benefit SW projects that respond to climate change, & are included in an adopted SW Resource Plan or IRWMP facilities	Implementation projects including but not limited to: Green infrastructure; SW capture; SW treatment	Round 1 OPEN	TBD 2018: Round 2 solicitations for implementation grants	Planning grant solicitation closed in March (\$20M) additional round of \$100 M for implementation grants anticipated
DWR Water Use Efficiency: CA Revolving Fund/ Prop 1	\$10M	\$10M	Sustainable funding source for urban water use efficiency projects.	Dish/clothes washer upgrades; Water-saving plumbing fixtures; Hot-water recirculating pumps; Leak detection, irrigation upgrades;	Solicitation opening soon	Summer 2017: Loan applications due	\$5M for loans to local agencies for water efficiency upgrades ; \$5M for loans to customers for onsite projects or leak repairs
DWR IRWM: Implementation Grants/ Prop 1	\$418M state-wide \$98M for LA Region	TBD	Projects and programs that support IRWM.	Surface storage/GW recharge; Water conveyance; Watershed restoration/protection	In development	TBD: Round 1 solicitation for implementation grants	Public comment period ended April 8, 2016

We will evaluate the projects, review eligibility and potential project ranking, and provide recommendations to the City's Project Manager, so that all relevant information is easily available to choose which grants to pursue.



- ✓ ***Our analysis of the unfunded plans of a project for the City of Palm Springs allowed us to recommend alternative grant opportunities that resulted in the submittal of two additional successful grant applications, with \$5.1 million awarded.***
- ✓ ***Review of City of Downey CIP program and unfunded list of projects resulted in identification of a grant programs for the City for up to \$8 million in funding.***

Deliverable(s):

- Funding Matrix identifying all available funding for the City’s Projects.
- Updated Funding Matrix on monthly or as needed basis.

2. Grant Funding Research and On-Call Grant Research

ESS conducts weekly grants research and signs up for funding opportunity announcements for programs that align with client priorities. ESS will provide the City with a Grant Summary for all applicable funding programs identified during the kick-off meeting and as ESS is under contract with the City. Grant summaries contain information about program goals, eligible project types, funding match requirements, due dates, and evaluation criteria.

Deliverable(s):

- Grant program summaries for all applicable funding programs on an on-going basis.

3. Grant Proposal Development

Once a funding source and a pursuit have been identified, ESS will arrange for a meeting and will come prepared with a Work Plan Structure (WPS), which is a matrix of the funding application parameters. ESS prepares a WPS for all funding pursuits based on the detailed analysis of the Notice of Funding Opportunity (NOFO). The WPS identifies detailed grant fund requirements and populating it will help identify the necessary documents and resources and areas of responsibilities between team members and internal deadlines.

The WPS will also serve as a tool for both the City staff and ESS team members to track the project progress and alignment with the funding. When developing the WPS, **ESS will also note the implementation constraints** that may have an impact on selection of the project elements. For example, **most funding sources require that a grant agreement be in place prior to the start of construction.** ESS will work with the City Project Manager to identify solutions and/or assist with reprioritization of the grant applications to meet the requirements. Topics commonly found in the WPS include:

- | | |
|---|--|
| • Eligibility criteria | • Matching funds |
| • Budget needs | • Maps and pictures |
| • Project programming requirements | • City’s prior grant management record |
| • Submittal requirements | • Evaluation criteria |
| • Resolutions and approval letters required from the Board of Directors | |



- Technical reports: Benefit Cost Analysis, Environmental Reports, Life Cycle Analysis
- Project readiness: CEQA status, Feasibility studies, Project design reports
- Support documentations: certifications, forms, project reports

A sample segment of a WPS appears below. It is organized for clarity and is an invaluable reference tool that is used throughout every project.

Deliverable(s):

- Work Plan Structure for the identified grant pursuit, such as the example below:

ItemA2:H3	Requirements		BY	Schedule
1.0	Introduction			
3.0	General Reporting			
3.2	Project Description Template	Project sponsors must provide descriptive information on the proposed Small Starts project and the regional public transportation system. FTA uses the information in the Project Description Template to understand the project and to establish a database of project characteristics and local contact information. All Small Starts project sponsors must submit	ESS	Week 1
3.3.1	Project Identification	2-3 sentences on the essential characteristics of the proposed project (location, length, termini, number of stations, hours of service and frequency by time period)		Week 1
3.3.5	Purpose of the Project	Succinctly describe the specific ways that the proposed major transit investment will address the problems identified in the corridor.		Week 1
3.3.6	Merits of the Project	Describe how the project addresses the Purpose for the Project more effectively compared to other alternatives		week 1 -2
3.4	Project Maps	Electronic maps must be submitted for inclusion in Annual Report on Funding Recommendations and/or posting on FTA website. Maps should be 8.5x11 and be able to be copied in grey scale. Typical orientation for N/S is portrait and E/W is landscape.		Week 1
3.4.3	Map Details: Stations	Stations included in the project, marked in a distinguishable manner from existing transit stations and labeled. Stations with park & ride facilities should be further distinguished from others, either via markings or labels.	ESS	Week 1
3.4.9	Map Details: Legend	A legend, scale and compass.	ESS	Week 1
3.6	Operations and Maintenance Costs	Must submit to FTA documentation summarizing how operating and maintenance costs were developed. Additionally, the following considerations apply: • System-wide and route level operating cost data (and factors) are typically available as part of ongoing operations planning.		
3.7	Capital Costs		ESS	Week 2
4.3	Cost Effectiveness	Need to put in Trip information; Horizon Year; the project's annualized federal share. See Page 16-17: FY18 Reporting Instructions for the Section 5309 Small Starts Criteria.	ESS/City	Week 2

Targeted Approach for Maximum Scoring on Evaluation Criteria

The first step for our targeted approach is to develop a full understanding of the project elements, project milestones, and available project reports. We will also study the previously awarded projects from the funding agencies and learn about the key points that may be overlooked for their simplicity. In developing the WPS, we will identify the primary and secondary evaluation criteria to help highlight the project strengths. We will work closely with the City's Project Manager to identify the potential gaps, analyze alternatives, and recommend resolutions to minimize their impact. With this approach, ESS has added value for our clients:

- ✓ **Review of City of Commerce projects resulted in changing the scope of work and a successful award of more than \$1 million.**
- ✓ **Detailed evaluation of the grants has enabled us to advise the agencies if the project is not competitive and resulting in cost savings by not preparing grant applications.**



WRITING-TO-WIN Approach

What sets us apart is that our **grant writers are licensed technical experts** in this industry and therefore have the ability to **convey complex project information** into the specific format of a grant application.

In one example of a successful utility project, the technical application for the \$103 million project received no comments and was approved in record time.

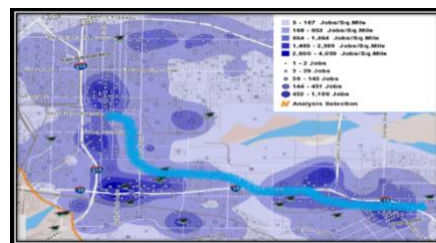
Using a targeted approach to analyze objectives and match goals to opportunities provides us with the details we need for our writing-to-win approach. Once a funding strategy is in place, the next challenge is to create a winning application. ESS brings its proven track record in creating an application package that will stand out among dozens, highlighting the project’s merit in full compliance with the instructions and limitations.

This approach uses a high degree of expertise and creativity. ESS understands that impactful illustrations transform well-researched information into powerful persuasion. ESS has used the clarity of graphics and schematic drawings to show grant evaluators the client agency’s expertise and vision:

- ✓ **ESS application was ranked as one of the best and posted on FHWA website. FHWA asked Sudi for input and used the format created by ESS in a grant application as a requirement for future cycles.**
- ✓ **For a Department of Water Resources grant, ESS provided pictorial highlights of the project’s energy-efficiency benefits matching the goals of the grant.**
- ✓ **For a cap-and-trade grant to reduce GHG emissions, ESS replaced the executive summary with graphics highlighting projects matching the grant focus, resulting an award of over \$9 million.**
- ✓ **For another project, ESS used an AQMD pollution map as a base and plotted all of the appropriate, completed energy-efficiency projects.**

Disadvantaged Communities

Many funding opportunities allocate a certain percentage of the funding to projects benefiting DACs and therefore, it is imperative that the need and applicability is effectively demonstrated. For example, grants funded by the Department of Water Resources have historically allocated a percentage of the funding to benefit the DACs. Claiming benefits to DACs requires documentation and substantiation of meaningful benefits, as well as explanation of the methodology used for assuring accomplishment of those benefits. This identification must be based on geographic, socioeconomic, public health, and environmental hazard criteria (Health and Safety Code Section 37911).



Demonstration of low-earning jobs in cities of San Bernardino and Redlands for a successful award of more than \$9.2 million



ESS is acutely familiar with researching geographic equity and the degree to which the City's DACs would benefit from a project. ESS will work with the City staff to identify projects in these communities and highlight the benefits in order to win the grant funding.

- ✓ ***A successful application for San Bernardino County Transportation Authority demonstrated 41 DACs in the area.***

Quantitative Analysis and Technical Reports

Depending on the grant requirements, ESS will work with the City's Project Manager to receive the available technical studies, environmental documents and plans and specifications. We will then use our highly experienced team members to complete the technical write-up sections of the grants. As needed, and upon the City's direction, we will be prepared to perform additional technical research and analysis to supplement the effort.

The ESS engineering team has been directly responsible for implementation of various CIP programs for transportation and street improvements, water and sewer projects and facility management and will bring their expertise to articulate the technical information of the grants.

Our expert grant writers will review the project documents to highlight the project's strengths matching the grant goals to achieve maximum ranking of the application.

- ✓ ***Complex FEMA applications prepared by ESS have been approved by CalOES for funding.***
- ✓ ***ESS prepared a successful and highly technical grant application for San Bernardino County Transportation Authority, providing detailed GHG reduction calculations, trip generation interpretations, and technologies for alternative fuel that resulted in a \$30 million award.***

Budget Analysis and Construction Planning

The ESS team will assist the City in identifying qualifying information to meet grant requirements for budgeting and construction planning. Budgets need to demonstrate project flexibility and scalability to make the grant applications more attractive **and create opportunities to apply again even after a successful application's award.** Some areas of focus will include:

- Qualifying matching funds
- Budget scalability
- Scheduling details
- Implementation requirements for allocation purposes

Support Letters

Often, support letters of a grant application are given only cursory attention and proves to be invaluable. At ESS, these potentially undervalued areas are key endorsements that ESS crafts in close cooperation with clients. ESS will recommend stakeholders to contact and will draft focus



points that align with key ideas in the narrative and grant criteria so that support letters send strong, targeted messages.

Grant Application Review and Approval Process

For every project, **ESS will assign a QA/QC manager**, which is an important factor of a successful grant application. We will use our internal grant checklist to ensure the application package is ready for submittal. This process will follow the WPS and an internal guide for editorial quality.

To ensure grant applications are completed efficiently, ESS will arrange a meeting with the City’s Project Manager to answer questions, finalize budget, and schedule concerns and to further align the project with the grant goals and objectives. All final grant application packages will be submitted to the City for review and approval prior to submittal to the granting agency.

Deliverable(s):

- Final grant application package for submittal.
- Status report on grant applications submitted.

Technology

Many funding agencies have online grant submittal and management tools, including the DWR Bond Management System (BMS), California DWR’s Grants Review and Tracking System (GRanTS), the State Water Resources Control Board’s Financial Assistance Application Submittal Tool (FAAST), and the federal government’s www.grants.gov website and the online submittal platforms for IRWM, BOR and some parks grants.

BOR ✓	BMS ✓	FAAST ✓	IRWM ✓	GranTS ✓	Grants.gov ✓
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Furthermore, our team routinely performs grant management and administration services for funding by various agencies that utilize some of the same portals.

Deliverable(s):

- Successful grant application packages for the City’s records.
- Submittal confirmations for the City’s records.

Cultivating partnerships with other organizations

Both Sudi Shoja and our grant writers have extensive experience in managing multi-jurisdictional projects on behalf of various agencies. They have been able to create synergy between different clients to benefit all agencies and winning applications.



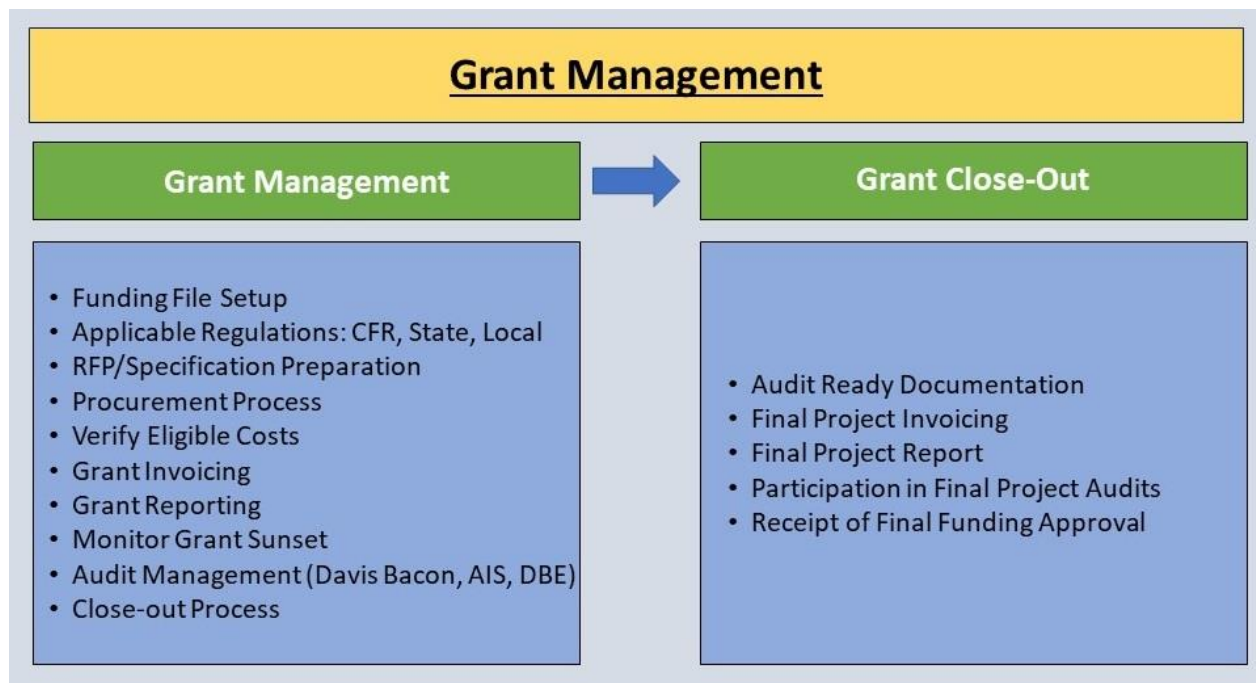
- ✓ ***We have been leading the efforts for Chino Basin Water Conservation Authority to partner with Inland Empire Utilities Agency on two application projects, recently funded by MWD.***
- ✓ ***ESS arranged for support letters from other utility agencies to support the Coachella Valley Water District grant application and coordinated the effort to obtain results of a demonstration project benefiting all agencies in hot arid regions.***

4. Grant Management, Administration, and Monthly Reports

ESS has provided grant management and compliance monitoring services for federal projects on behalf of several agencies since the start of our company. As you will read in the subsequent sections, ESS's approach to grant management and compliance monitoring is holistic and ensures that all management and compliance tasks are met efficiently and promptly. Our approach can be broken down into the below general tasks which are as follows:

1. Grant Management and Development of Work Plan Structure (WPS) for each phase
2. Compliance with all applicable federal, state, and local regulations
3. Technical Narratives for basis of the projects including scope of work as it corresponds to the funding requirements, damages incurred, cost and schedule.
4. Develop templates for project reporting needs to streamline the process.
5. Reimbursement Requests for all eligible costs and all the FEMA required forms.
6. Progress Reports as need to include narratives on scope of work, budget, and schedule.
7. Grant closeout process
8. Record retention and audits

Summary of our general services for grants management is presented below:



- ✓ **ESS provided a thorough review of agreements with BOR for LBWD, identifying the sections that need to be added to construction documents.**
- ✓ **ESS has been providing compliance-monitoring and reimbursement services for City of Palm Springs' \$29 million wastewater treatment projects. In the final audit by the SWRCB, ESS was complimented by the auditors and received full approval of its processes.**
- ✓ **ESS has been providing successful grant compliance on a \$280 million San Bernardino County Transportation Authority project that consists of more than 11 different funding sources.**

Monthly Status Reports

ESS will follow the City's directions for timing and formatting of status reports and will revise it based on the input received from staff. The status reports in general will identify the following:

- Status of grant applications under development.
- Submitted grant application details such as amounts, submittal dates and expected notices of funding.
- Action items and timelines for tasks needing completion.
- Upcoming grant funding opportunities relevant to each project
- Updates on any legislative items or funding opportunity guidelines that may impact the City's funding strategy plan.
- Contract control information, responsible party and items needed from the City.



Deliverable(s):

- Comprehensive status Report monthly whose contents can be customized to the City's preference.

Accountability

Simply put, we take ownership of our work. The ESS team is built on the principles of performing high quality work where the Principals are directly involved and accountable for the projects we submit. Working together, with transparency and cooperation between ESS and our clients, this overall approach to grant-writing contract projects have helped ensure our clients' success.

5. Optional Additional Services

Additional Services

ESS staff are fully capable of bringing their extensive experience in design and construction of water utilities to provide additional services as needed. As former agency personnel, ESS team members are fully prepared to support the City's Project Manager with all required analysis, reports, design review and specification sections, cost estimating, preparation of staff reports, and resolutions as needed.

ESS is also available to review the project documents prior to advertisement to make sure that specifications meet all the grant requirements such as those needed for Federally funded projects or EPA labor compliance requirements.

- ✓ ***SWRCB announced project readiness as a criterion for higher ranking 30 days prior to grant deadline. ESS staff used their technical expertise to prepare specifications on behalf of four agencies that all received the highest ranking and the requested funding.***
- ✓ ***In an expedited grant application for the City of Santa Ana, ESS was tasked with preparation of all the grant requirement documents including CEQA, cost estimates and direct coordination with SCE and City's consultants to finalize the technical reports for a successful award from BOR on a hydropower improvement project.***



CITY OF FORT BRAGG

REQUEST FOR PROPOSALS FOR ON-CALL GRANT WRITING SERVICES

PURPOSE

The City of Fort Bragg is seeking proposals from qualified candidates interested in contracting with the City of Fort Bragg to provide on-call grant writing services including grant management, and technical grant assistance. The City is seeking to contract with an individual or firm that specializes in the management of the overall grant process and can assist the City to maximize the benefits of grant funding.

BACKGROUND

The City of Fort Bragg is located approximately 165 miles north of San Francisco and 188 miles west of Sacramento, with a population of about 7,000. The City employs approximately 70 regular full-time employees in five Departments including Administration, Public Safety, Finance, Community Development, and Public Works. Each Department is led by a Director, who reports to the City Manager and then to the City Council. With current staffing levels, not all departments have the resources or expertise to apply-for and manage grant opportunities.

The City, acting through the Public Works Department is soliciting proposals for on-call consultant services to assist with writing federal, state, local, emergency, and private grant applications and preparing the baseline and existing conditions studies and concept work to strengthen the applications. The primary purpose of this contract is to assist city staff with applications for grants, which address documented needs for capital infrastructure improvements including water, sewer, facilities, and streets projects. In addition, it is the intent of the City to apply for grants which not only are consistent with identified City needs but those grants that can be properly and efficiently administered by staff taking into account existing duties and responsibilities. The goal of the City's grant program is to secure funding for services and projects which the City otherwise would be required to utilize local tax dollars.

The selected grant writing firm(s) or individual(s) will work with the Public Works Department to identify potential grant opportunities and to develop a program specific to the details and timelines of each grant. Upon approval of a master contract and authorization for specific projects, funding for pre-work as well grant writing and application processes will be covered by the City. It is anticipated that ongoing grant management would be funded by the specific grant(s) being managed.

SCOPE OF WORK

This contract would consist of the following tasks:

1. Kick-Off Meeting with the Public Works Department Staff – To discuss potential projects and to align those projects with grant funding opportunities. This meeting will culminate with the preparation of a funding needs analysis. The analysis will assess and prioritize identified capital projects, match them with valid current funding sources, and identify staff timelines for successful project implementation.
2. Grant Funding Research – Conduct research to identify grant resources including federal, state, local, and private organizations that support the City’s funding needs and priorities. The following known areas of need include but are not limited to:
 - Water Infrastructure Development and Maintenance
 - Waste Water Infrastructure Development and Maintenance
 - Parks, Recreation, and Facilities
 - Transportation and Sustainability
 - CV Starr Facilities
3. On-call Grant Research – In addition to the areas defined above other areas may be also identified through the funding needs analysis process and throughout the duration of the contract.
4. Grant Proposal Development – Provide grant proposal writing services associated with the timely completion of grant applications on behalf of the City, including the preparation of funding abstracts, baseline and existing conditions studies, production, and submittal of applications to funding sources. A copy of each grant application to be approved by the City prior to submittal.
5. Grant Management and Grant Administration – Upon award of grant, provide grant management and administration services, including but not limited to:
 - Securing and finalizing agreements and monitoring funding compliance.
 - Develop schedules and timing for projects.
 - Budgeting, reporting, and fund reimbursement requests.
 - Implementation training (as needed).
6. Monthly reports – the successful consultant shall submit monthly reports to the City summarizing the amount of time expended and describing activities undertaken during the previous month.

PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send a complete digital proposal, collated into one PDF document, two (2) 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 March 10, 2022 to:
City of Fort Bragg
Attention: June Lemos, MMC, 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 in preparation of grant applications 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 at least three public agencies for whom similar work has been performed, where proposers grant received funding. Include name, title and phone number of a contact person as well as grant type and amount funded. 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 schedule of charges including 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. City shall request grant writing services on an as-needed basis for a two-year term. The selected proposer(s) is expected to respond to City requests within one week of the request confirming availability. The proposer(s) must adhere to the grant schedule listed in the grant details, including the application deadline and post grant reward requirements, such as reporting and training. Further details on project schedule will be provided per grant writing request.
 - 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:

- Demonstrated Success of grant applications for previous clients
- Qualifications and experience of key personnel and resources of the firm
- Work plan

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.

RFP SCHEDULE

RFP Release	February 14, 2023
Deadline for Written Questions	March 03, 2023
Proposals Due	March 10, 2023
Interviews (as needed)	March 15, 2023
Selection	March 27, 2023

QUESTIONS

Questions should be directed to:

Chantell O’Neal
 Assistant Director; Engineering
 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
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, ____ [date, date & year] (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and _____, a [state] [type of corporation] [address] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and **[Delete if not design professional and renumber paragraphs]**

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

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

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

[Delete whichever Paragraph E doesn't apply]

E. WHEREAS, the City Manager is authorized by Fort Bragg Municipal Code Section 3.20.040 to negotiate contracts in an amount not to exceed \$25,000.

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect

Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

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

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

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

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

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

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this

Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

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

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

2.0. COMPENSATION, BILLING AND PREVAILING WAGES

2.1. Compensation. Consultant's total compensation shall not exceed _____ Dollars (\$ _____ .00).

[Delete whichever paragraph 2.1 does not apply.]

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed _____ Dollars (\$ _____ .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 [redacted], 20[redacted]. 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 [redacted], 20[redacted], [3 months after Completion Date in 3.1] unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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

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

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and

property damage.

- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

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

- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be [REDACTED]. 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 [REDACTED] 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:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Tel: [REDACTED]
Fax: [REDACTED]

IF TO CITY:

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

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

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

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless.

If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

If Consultant is 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 arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. 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 negligence, recklessness, or willful misconduct of 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.

6.27. Use of Recycled Paper Products. In the performance of this Agreement, Consultant shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

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: _____

Peggy Ducey
Its: City Manager

By: _____

Its: _____

ATTEST:

By: _____

June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

EXHIBIT A

CONSULTANT'S PROPOSAL
(Scope of Work, Fee Schedule and Time Table)

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: 23-068

Agenda Date: 3/27/2023

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8D.

Receive Report and Consider Adoption of City Council Resolution Approving Agreement for Acquisition of Six Parcels of Real Property (Assessor's Parcel Nos. 019-070-07-00, 019-070-10-00, 019-070-11-00, 019-080-14-00, 019-080-16-00 and 019-080-23-00) and Approving a Certificate of Acceptance



AGENCY: City Council
MEETING DATE: March 27, 2023
DEPARTMENT: Public Works
PRESENTED BY: John Smith
EMAIL ADDRESS: jsmith@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Agreement for Acquisition of Six Parcels of Real Property (Assessor's Parcel Nos. 019-070-07-00, 019-070-10-00, 019-070-11-00, 019-080-14-00, 019-080-16-00 and 019-080-23-00) and Approving a Certificate of Acceptance

ISSUE:

City staff have been engaged in discussions with the Mendocino Coast Park and Recreation District (the "District") over the City's potential acquisition of six parcels (the "Property") located adjacent to Hwy 20 that the City could potentially develop for water reservoirs and recreational uses for the public. The parties have negotiated a purchase amount of \$2,420,579.00 for the Property, which amount will come from the City's Water Enterprise Fund. The parties have selected a closing date on or before March 31, 2023.

On March 22, 2023 the Fort Bragg Planning Commission made a finding that the Property's acquisition by the City is in conformance with the City's General Plan. Government Code Section 27281 requires that a deed conveying property to a governmental agency cannot be accepted for recordation without the consent of the grantee as evidenced by a Certificate of Acceptance. To effectuate this acquisition before the closing date, the City Council must approve the purchase and sale agreement and certificate of acceptance so the escrow company can record the necessary documents on or before the closing date.

ANALYSIS:

The City has been battling with water supply options for a number of years (1990's). We've looked at utilizing train cars to transport water, trucking water, solar dehumidifiers, we have reviewed over 1000 wells in the area and studied related documents of old. Potential surface water sources and water rights have been looked through, and most recently, desalination of ocean water and raw water storage options have been pursued.

The City has done a great work by completing several water projects and researched dozens of storage sites and new and innovative sources with limited success. As our existing sources continue to be impacted by our current weather patterns, staff is pushing the limits of water source opportunities and water storage to secure safe drinking water for our customers and ensure reserves for fire protection. Our City is geographically isolated, and staff makes decisions/recommendations that consider reliability and necessary resilience related to our location.

Most recently we have been searching for a location that will provide space for a large water storage project. Several properties were reviewed according to our criteria. The District property was the best fit for the project. This property consists of 582 acres (six parcels) that

AGENDA ITEM NO. 8D

are primarily zoned Timber Production/Forest Land. At just shy of one square mile, the property provides more than enough space for construction of three 45 acre foot reservoirs. These reservoirs are expected to be similar in size to that of our Summers Lane Reservoir. Three reservoirs will require approximately 30 acres of land. This proposed site provides convenient connection to infrastructure allowing gravity flow to our raw water line, conveying water to our treatment plant. Another benefit is the proximity to high power PG&E transmission lines. Our reservoirs require a floating cover to suppress algal growth and evaporation. The City's existing reservoir has a floating cover to reduce the effects of sunlight which has worked extremely well. It is our hope to install floating solar panels on the new reservoirs to reduce algal growth, evaporation and generate roughly 3 – 3.5 Mega Watts of electricity.

Potential Benefits of This Work

- Additional 44,000,000 gallons stored
- Sustainable drought tolerant water portfolio
- Resiliency/self-sustaining
- Watershed protection
- Off stream storage
- Rain capture = 760,000 gallons/inch of rain (over all four reservoirs)
- Community Fire protection – helicopter water access
- Riparian Habitat relief
- Sensitive natural communities protection
- Community Forest
- Grant funds to fulfill management and maintenance needs of the property
- Reservoir Solar cover – Floating cover to provide 3.5MW
- Coastal (County) water support set aside – TBD
- Tie in with Blue Economy

Water supply to the reservoirs

- Use existing water sources to fill reservoirs in winter months. We will have a consultant under contract to provide us with an operations plan to show reduction in overall water use by pumping during winter months when the Noyo River flows are elevated.
- To accomplish this, a pump station will be located inside the water treatment plant to pump raw water from our storage ponds at the plant. Another pump station will be located at our Newman source to pump water to the reservoirs or to the water plant.

It is the City's responsibility to deliver safe drinking water to our customers, from the source to the tap, every day. We will continue the pursuit of increasing water supply, providing a resilient and sustainable product while treading lightly. While we've experienced a few extreme droughts, we anticipate greater challenges are to come.

CEQA

The item before the Council tonight is not a “project” subject to CEQA under 14 CCR 15378(a) because approval of the Agreement has no potential to result in a direct or reasonably foreseeable indirect physical change in the environment because the purchase will result only in a change of property ownership, with no reasonably foreseeable changes to the Property or the environment in the foreseeable future for the following reasons:

- (1) All potential uses of the Property are preliminary and not binding commitments; and
- (2) The City Council has not adopted a resolution or otherwise formally selected the site for any specific use; and
- (3) The City Council has not appropriated or otherwise authorized any expenditures toward developing or using the property for any purpose; and
- (4) Even though it may be reasonably foreseeable that the city may someday approve plans to use the property for a reservoir or recreational purposes, nothing in the Agreement commits the City to a definite course of action since there are no development plans in existence.
- (5) Any proposed future development of the Property would be subject to legally required CEQA review by the lead agency.

Additionally, 14 CCR 15004(b)(2)(A) provides that the City may “designate a preferred site for CEQA review and may enter into land acquisition agreements when the agency has conditioned the agency's future use of the site on CEQA compliance.”

For your consideration tonight is a resolution that:

- 1. Approves the Agreement for Acquisition of Real Property;
- 2. Approves the Certificate of Acceptance;
- 3. Makes findings that the Property’s future use is conditioned on compliance with CEQA;
- 4. Directs the City Manager to execute all documents to complete this transaction.

RECOMMENDED ACTION(S):

- 1. Approve the attached resolution.

FISCAL IMPACT:

\$2,420,579.00 from the City’s Water Enterprise Fund.

GREENHOUSE GAS EMISSIONS IMPACT:

None.

CONSISTENCY:

The Planning Commission has determined that the property acquisition is consistent with the City's General Plan. Please see the attached PC resolution and the staff report to the PC for a complete analysis.

ATTACHMENTS:

1. Resolution Approving Agreement for Acquisition of Real Property and Certificate of Acceptance
2. Agreement for Acquisition of Real Property
3. Prelim Title Report
4. Certificate of Acceptance
5. Planning Commission Staff Report
6. Planning Commission Resolution

NOTIFICATION:

1. MCRPD

RESOLUTION NO. ____-2023

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING AN AGREEMENT FOR ACQUISITION OF REAL
PROPERTY AND ACCEPTING THE PROPERTY INTERESTS
CONTAINED THEREIN**

WHEREAS, the City of Fort Bragg has been in negotiations with the Mendocino Coast Recreation and Park District (“District”) over the City’s acquisition of six parcels of real property adjacent to Hwy 20 which the City could potentially use for water reservoir and public recreation purposes; and

WHEREAS, the District and City have agreed on a purchase price of \$2,420,579.00, which amount will come from the City’s Water Enterprise Fund; and

WHEREAS, the City Council desires to authorize City staff to complete this property acquisition through the execution of an Agreement for Acquisition (“Agreement”) and related documents.

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. The above recitals are true and correct and are hereby incorporated herein.

Section 2. The City Council finds that approval of the Agreement is not subject to CEQA because the approval does not constitute a “project” under 14 CCR 15061(b)(3) and 15378(a) because:

- (1) All potential uses of the Property are preliminary and not binding commitments; and
- (2) The City Council has not adopted a resolution or otherwise formally selected the site for any specific use; and
- (3) The City Council has not appropriated or otherwise authorized any expenditures toward developing or using the property for any purpose; and
- (4) Even though it may be reasonably foreseeable that the city may someday approve plans to use the property for a reservoir or recreational purposes, nothing in the Agreement commits the City to a definite course of action since there are no development plans in existence.
- (5) Any proposed future development of the Property would be subject to legally required CEQA review by the lead agency.

Additionally, the City Council finds that CEQA review is not required prior to acquiring the Property because the City hereby expressly conditions any future use of the Property on CEQA compliance as authorized by 14 CCR 15004(b)(2)(A).

Section 3. The City Council hereby approves the Agreement between the City of Fort Bragg and the District, dated March 27, 2023, together with any and all related

documents necessary to implement the Agreement in substantially the form set forth in Exhibit A, attached hereto and incorporated by this reference.

Section 4. Upon satisfaction of all the terms and conditions of the Agreement, the Fort Bragg City Council hereby accepts the Grant Deed for the Property and authorizes the City Manager to execute the Certificate of Acceptance for the Grant Deed.

Section 5. The City Clerk is directed to record or have recorded the Grant Deed, and all necessary and related documents, in the Mendocino County Recorder's office when fully executed and notarized.

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 27th day of March, 2023, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
& ESCROW INSTRUCTIONS**

THIS AGREEMENT (“Agreement”) is entered into this 27th day of March 2023, by and between the MENDOCINO COAST RECREATION AND PARKS DISTRICT (“Seller”) and the CITY OF FORT BRAGG (“Agency”), for acquisition by Agency of certain real property described below. Seller and Agency shall be hereinafter jointly referred to as the parties.

RECITALS

- A. Seller is the owner of certain real property located in the County of Mendocino identified as Assessor’s Parcel Nos. 019-070-07-00, 019-070-010-00, 019-070-11-00, 019-080-14-00, 019-080-16-00 and 019-080-23-00 (the “Property”), which is described in greater detail in the document attached hereto as Exhibit “A,” incorporated herein by this reference.
- B. The Property is currently encumbered by several leases and subleases which Seller will clear from title prior to the close of Escrow. Seller intends to use the proceeds from this Purchase Agreement to clear these encumbrances.
- C. Seller desires to sell the Property and Agency desires to purchase all of Seller’s rights, title, and interest in the Property, on the terms and conditions set forth in this Agreement.

UPON ACCEPTANCE BY SELLER AND AGENCY, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

PURCHASE AGREEMENT

- 1. **Incorporation of Recitals.** The Recitals above are true and correct and incorporated into this agreement by this reference.
- 2. **Agreement to Sell and Convey.** As of the Effective Date of this Agreement, Seller agrees to sell and convey to Agency, and Agency agrees to purchase from Seller, subject to the Permitted Exceptions, all of Seller’s right, title, and interest in all rights, privileges, easements, appurtenances uses or in connection with the Property, upon the terms and for the consideration set forth in this Agreement.
- 3. **Effective Date.**

The effective date of this Agreement (the “Effective Date”) shall be March 27, 2023, which is the date this Agreement is executed by the authorized officers of both Seller and Agency.

- 4. **Purchase Price.** The total purchase price for the Property, payable in cash through escrow, shall be the sum of **Two Million Four Hundred Twenty Thousand Five Hundred Seventy-Nine Dollars (\$2,420,579.00)** (the “Purchase Price”). The Purchase

Price is all-inclusive of Seller's entire interest in the Property, all of Seller's maintenance and related equipment associated with the Property including approximately 40 Spypoint gaming cameras, and any rights and obligations which exist or may arise out of the acquisition of the Property.

5. **Conveyance of Title.** Seller agrees to convey by Grant Deed to Agency marketable fee simple title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, subleases and taxes, EXCEPT, if any, Permitted Exceptions as defined in Section 6 below. Seller further agrees to convey a general assignment in the form of Exhibit "C" attached hereto (the "General Assignment"), duly executed by Seller; (iii) A California Natural Hazard Disclosure Statement in accordance with California Civil Code Section 1102;
6. **Title Report.** Seller has provided Agency with copies of all documentation reflecting recorded or unrecorded liens, easements, leases or other encumbrances against the Property, together with other property-related documents or information Agency may reasonably request concerning the Property. Agency will, at Agency's own cost, acquire a comprehensive preliminary title report ("PTR") from a title company licensed by the California Department of Real Estate, identifying all recorded liens, easements and other encumbrances against the Property as of the date of the report.

Agency will have the right to disapprove any exception or other title defect that causes title to Property to be unmerchantable or which constitutes a monetary or other substantial encumbrance; provided, that notice of such disapproval specifying the exception or defect shall have been given to Seller not later than ten (10) days after the Effective Date. "Permitted Exceptions" shall mean: the specific exceptions listed in the PTR and such other title and survey exceptions as Agency has approved or may approve in writing, in Agency's sole discretion; provided, however, that the "Permitted Exceptions" shall in no event include any existing leases, mortgage liens, mechanics liens or other monetary liens created or assumed by Seller against the Property.

Agency considers an Agreement and Lease of Real Property between Carlton Parker and Carol Parker as Lessee and Georgia-Pacific Corporation, a Georgia corporation as Lessor recorded on January 13, 1976 at Mendocino County Records at Book 1025 and Page 236-244 listed as Exception Number 5 on Schedule B of the Title report from Redwood Empire Title Company of Mendocino County dated September 12, 2022 to be a Permitted Exception.

Notwithstanding the foregoing, Seller shall be obligated to remove as exceptions to title to the Property as of the closing monetary liens (including mechanics liens) or encumbrances and all claims to fee title or leasehold or other possessory interests in the Property, other than the Permitted Exceptions.

If Seller does not state that it shall cause all of the matters disapproved by Agency to be cured prior to the closing date, then Agency may terminate this Agreement.

7. **Title Insurance Policy.** Agency's fee simple title to the Property shall be insured at the Close of Escrow by an American Land Title Association coverage owner's policy of title insurance in the amount of the Purchase Price, issued by the title company together with all endorsements requested by Agency (collectively the "Title Policy"). The Title Policy shall insure the fee simple interest in the Property is free and clear of all liens, encumbrances, restrictions, and rights of way of record, subject only to the exceptions in Section 5 of this Agreement. Agency will select the title company, and Seller agrees to pay the premium charged therefore.

8. **Escrow.**

8.1 **Opening Escrow.** Agency agrees to open an escrow at Redwood Empire Title Company of Mendocino County ("Escrow Company") in accordance with this Agreement. This Agreement constitutes the joint escrow instructions of Agency and Seller, and the escrow agent to whom these instructions are delivered ("Escrow Agent") is hereby empowered to act under this Agreement. The parties agree to do all acts necessary to close this escrow in the shortest possible time. Escrow shall close on or before March 31, 2023.

8.2 **Grant Deed.** Seller shall execute and deposit a Grant Deed with the Escrow Company (the "Grant Deed") concurrently with this Agreement, in accordance with section 5 of this Agreement. A true and correct copy of the Grant Deed is attached hereto as Exhibit "B", and is incorporated by this reference. As soon as possible after opening of escrow, Seller will deposit the executed Grant Deed, with a Certificate of Acceptance attached, with Escrow Agent on Seller's behalf. Deposit of the purchase price shall be made one (1) business day prior to the Close of Escrow, provided the Agency's conditions to closing set forth in this Agreement, including in particular Section 11, are satisfied. The Escrow agent shall record the deed upon the close of escrow. Agency and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

8.3 **Insurance.** Insurance policies for fire or casualty on the Property will be maintained by Seller, at Seller's sole expense, until the Close of Escrow. Insurance policies are not to be transferred, and Seller will cancel its own policies after Close of Escrow.

8.4 **Escrow Account.** All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other escrow trust account in any State or National Bank doing business in the State of California.

9. **Proration and Apportionment**

(a) Prorations. All prorations shall be done on the basis of a three hundred sixty-five (365) day year and the actual number of days elapsed to the Closing Date or the actual number of days in the month in which the Closing occurs and the actual number of days elapsed in such month to the Closing Date, as applicable.: (i) Seller will be responsible for the cost of any applicable utilities used prior to the Closing Date. (ii) All other items customarily apportioned between sellers and purchasers of real property and improvements located in Mendocino County, California shall be prorated as of the date of Closing.

(b) Apportionment of Taxes. Seller shall be responsible for all real estate taxes and assessment on the Property ("Property Taxes"), if any, payable in respect to: (i) in the current fiscal year of the applicable taxing authority in which the Closing Date occurs (the "Current Tax Year"), the period prior to the Closing Date, and (2) all fiscal years prior to the Current Tax Year. Agency shall be responsible for all Property Taxes payable in respect to, (i) in the Current Tax Year, the period on an after the Closing Date, and (ii) all fiscal years after the Current Tax Year.

(c) Schedule of Prorations. Except as otherwise expressly set forth in this Section 9, all prorations shall be made in accordance with customary practice in Mendocino County, California. Such prorations, if and to the extent known and agreed upon as of the Closing, shall be paid by Agency to Seller (if the prorations result in a net credit to the Seller) or by Seller to Agency (if the prorations result in a net credit to Agency) by increasing or reducing the cash to be paid by Agency at the Closing.

10. **Escrow Agent Authorization.**

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- 10.1 **Seller.** Pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy Paragraph 5 of this Agreement.
- 10.2 **Agency.** Pay and charge Agency for all usual fees, charges, and costs which arise in this escrow, unless otherwise stated herein to the contrary.
- 10.3 **Seller.** Pay and deduct from the amounts payable to Seller under Paragraph 4 of this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust on the Property, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) including late charges and penalties, if any, for payment in full in advance of maturity.
- 10.4 **Seller.** Pay and deduct from amounts payable to Seller under Paragraph 4 of this Agreement, any amount necessary to satisfy any prorated and delinquent taxes on the Property together with penalties and interest thereon, and/or delinquent assessments or bonds, except those in accordance with the terms of this Agreement;

- 10.5 **Disbursement.** Promptly disburse funds and deliver the Grant Deed for recordation when conditions of this escrow have been fulfilled by Agency and Seller.
- 10.6 **Closing Statement.** Prior to the Close of Escrow, Escrow Agent shall provide Seller and Agency with a proposed closing statement for review and comment setting forth the payments and charges articulated in this Section.
- 10.7 **Close of Escrow.**
- A. The term “Close of Escrow,” if and where written in these instructions, shall mean the date the Grant Deed and other necessary instruments of conveyance are recorded in the office of the Mendocino County Recorder. Recordation of instruments delivered through this escrow is authorized, if necessary or proper upon the Title Company’s irrevocable commitment to issue the policy of title insurance described in Section 7 of this Agreement.
- B. Close of Escrow will not occur until all of the terms and conditions of this Agreement have been met, including but not limited to the conditions in Section 11 and Seller’s placing of title in the condition necessary to satisfy Paragraph 5 of this Agreement.
- 10.8 **Time Limits.** All time limits within which any matter specified is to be performed may be extended by mutual agreement of the parties in their sole and absolute discretion. Any amendment of, or supplement to, any instructions must be in writing.
- 10.9 **Time of the Essence.** **TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.** If, except for the deposit of the Purchase Price by Agency, this escrow is not in condition to close within one hundred and twenty (120) days from the Effective Date, any party who then shall have fully complied with its instructions may, in writing, terminate this Agreement and demand the return of its money or property; but if neither party complied, no demand for return shall be recognized until five (5) days after Escrow Agent shall have mailed copies of the demand to all other parties at the respective addresses shown in these escrow instructions, and if any objections are raised within the five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. No such termination shall release either party then in default from liability for such default. If no demands are made, Escrow Agent shall proceed with closing of this escrow as soon as possible.
- 10.11 **Escrow Agent Responsibility.** The responsibility of the Escrow Agent under this Agreement is expressly limited to Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 17 and to its liability under any policy of title insurance issued in regard to this escrow.

10.12 **Escrow Fees, Charges and Costs.** Seller agrees to pay all usual fees, charges, and costs which arise in this escrow, unless otherwise stated herein to the contrary.

11. **Conditions Precedent to Close of Escrow.**

11.1 Agency's Conditions Precedent to Closing. The obligation of Agency to complete the purchase of the Property is subject to the satisfaction of the following conditions, in Agency's discretion:

A. Seller shall deliver through escrow an executed and recordable Grant Deed sufficient to convey fee simple title to the Agency as set forth in Paragraphs 5 and 8.2

B. Seller shall deliver through escrow such funds and documents as are necessary to comply with Seller's obligations under this Agreement.

C. Seller shall not be in default of any of its obligations under the terms of this Agreement, and all representations of Seller herein are true and correct.

D. Agency has acquired a current title report as required by Paragraphs 6 hereof.

E. Escrow Agent has delivered to Agency a title insurance policy as required by Paragraphs 7 hereof.

F. Seller shall provide Agency with copies of all existing agreements or encumbrances which may in any way affect or relate to the Property, together with any amendments to the preceding, up through the Close of Escrow. Seller warrants that starting from the Effective Date up through the Close of Escrow no new leases, agreements or encumbrances, and no amendments to the preceding, affecting or relating to the Property, will be executed by Seller without first obtaining Agency's prior written consent.

G. Seller shall deliver to Agency copies of any and all due diligence documents, environmental reports, corrective action plans, remediation plans, mitigation monitoring reports, analysis, studies, tests, documents and other correspondence, and any supplements to those documents, which arise out of, or which are in any way related to, the environmental condition of the Property, including but not limited to the Natural Hazard Disclosure Statement (collectively the "Environmental Documents").

H. Seller shall deliver to Agency through Escrow an executed General Assignment in substantial conformity to the General Assignment set forth in Exhibit "C".

I. Agency shall have reviewed and approved, in Agency's sole and absolute discretion, all of the following:

- 1) The title report required by Paragraph 6 of this Agreement;
- 2) The existing leases, agreements and encumbrances, if any, affecting the Property;

J. Agency shall not have terminated this Agreement, to the extent termination is permitted hereunder.

K. Seller shall deliver such evidence of Seller's authority as reasonably required by the Title Company and/or Escrow.

L. A closing statement prepared by the Title Company, reflecting all credits, prorations, apportionments and adjustments contemplated hereunder (the "Closing Statement"), executed by Seller.

11.2 Seller's Conditions Precedent to Closing. The obligation of Seller to complete the sale of the Property is subject to the satisfaction of the following conditions:

A. Agency is not in default of any of its obligations under the terms of this Agreement, and all representations of Agency herein are true and correct.

B. Agency shall have deposited with the Escrow Agent immediately available funds in an amount equal to the Purchase Price and the Agency's share of costs described herein.

C. Seller shall not have terminated this Agreement, to the extent termination is permitted hereunder.

12. **Delivery of Possession.** Seller shall deliver the Property and the maintenance equipment described in paragraph 4 to Agency at the Close of Escrow free and clear of all, leases, licenses and all possessory rights of any kind or nature, except as is specifically stated herein to the contrary.

13. **Due Diligence Review.** Agency's obligations under this Agreement, including, but not limited to, its obligations to purchase the Property, are subject to the approval or confirmation by Agency, in Agency's sole and absolute discretion, of its due diligence investigations of the Property, including without limitation, review and approval of the physical condition of the property, condition of title, or suitability of the Property for Agency's use from the Effective Date through 5:00 pm Pacific time on the date that is 15 (15) days after the Effective Date (the "Due Diligence Deadline"). If, Agency determines that it is dissatisfied, in Agency's sole and absolute discretion, for any reason, with any aspects of the Property and/or its condition or suitability, or with any of the results of Agency's inspections, then Agency may terminate this Agreement, and the Escrow created pursuant hereto, by delivering written notice to Seller and the Title Company on or before the close of escrow of Agency's election to terminate (a "Termination Notice"),

in which event any deposit, if any, and all interest accrued thereon shall be immediately returned to Agency, and this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the obligations expressly stated herein as surviving, and neither party shall have any further right or obligation hereunder other than the surviving obligations.

Upon execution of this Agreement by Seller, Seller hereby grants to Agency, or its authorized agents, permission to enter upon the Property at all reasonable times upon not less than twenty-four (24) hours advance notice for the purpose of making necessary or appropriate inspections.

14. **Closing Statement.** Seller instructs Escrow Agent to release a copy of Seller's closing statement to Agency for the purpose of ascertaining if any reimbursements are due.
15. **Loss or Damage to Improvements.** Loss or damage to the Property, including any improvements thereon, by fire or other casualty occurring prior to the recordation of the Grant Deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Grant Deed, Agency may elect to require, and if Agency so elects, Seller shall pay to Agency the proceeds of any insurance policy or policies payable to Seller by reason thereof, or permit such proceeds to be used for the restoration of the damage done, or reduce the total price by an amount equal of the diminution in value of the Property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.
16. **Acquisition by Stipulated Judgment.** In the event Seller is unable to deliver title in a reasonable time in accordance with the terms of this Agreement, Agency may file a legal action on grounds of specific performance based on the agreed upon Purchase Price to have the Property transferred to Agency. Seller agrees to waive all claims and defenses to such an action, and agrees that this Agreement shall constitute a stipulation which may be filed in such action as final and conclusive evidence that the Purchase Price constitutes just and sufficient consideration for the Property and any associated rights.
17. **Possession and Disposition of Seller's Personal Property.** Possession of the Property at the Close of Escrow shall be given to Agency upon the recording of the Grant Deed. All Personal Property remaining on the Property after Close of Escrow not addressed by the General Assignment shall be considered abandoned and automatically become the property of Agency and Agency may dispose of same without liability as it alone sees fit. Seller agrees that Agency shall not be liable for any loss of or damage to the Personal Property, regardless of when loss or damage occurs.
18. **Warranties, Representations, and Covenants of Seller.** Seller hereby warrants, represents, and covenants to Agency that:
 - 18.1 **Pending Claims.** To the best of Seller's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property or any

portion thereof, at law, or in equity before any court or governmental Agency, domestic or foreign.

- 18.2 **Encroachments.** To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements located on the Property encroach on other properties.
- 18.3 **Rental and Leasehold Interests.** Except for an Agreement and Lease of Real Property between Carlton Parker and Carol Parker as Lessee and Georgia-Pacific Corporation, a Georgia corporation as Lessor recorded on January 13, 1976 at Mendocino County Records at Book 1025 and Page 236-244 listed as Exception Number 5 on Schedule B of the Title report from Redwood Empire Title Company of Mendocino County dated September 12, 2022, Seller warrants that there are no third parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers, or invitees, and that there are no oral or written recorded or unrecorded leases or other agreements concerning all or any portion of the Property exceeding a period of one month. Seller further agrees to hold Agency harmless and reimburse Agency for any and all of its losses and expenses occasioned by reason of any undisclosed lease, tenancy at sufferance, trespasser or invitee, who claims a right or privilege to all or any portion of the Property at the time escrow closes.
- 18.4 **Condition of Property.** Until the Close of Escrow, Seller shall maintain the Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.
- Seller warrants that, except as has been specifically disclosed to Agency in the Environmental Documents, Seller is unaware of any facts, documents or other information which might (or does in fact) indicate the presence of Hazardous Materials on the Property. If Seller becomes aware of any facts, documents or information which indicates the potential presence of Hazardous Materials on the Property, other than those facts which have already been disclosed in the Environmental Documents, Seller shall immediately notify Agency of those facts up through the Close of Escrow.
- 18.5 **Seller's Title.** Seller, at the time of execution of this Agreement, is in legal possession of the Property in fee simple absolute and is the lawful owner of and has good, indefeasible title to the Property. Until the Close of Escrow, Seller shall not do anything, which would impair Seller's title to any of the Property.
- 18.6 **Utilities.** There are no utilities, without limitation, including gas, electricity, water, sewage, and telephone, which are available to the Property.
- 18.7 **Conflict with Other Obligation.** To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will

conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restriction, or other agreement or instrument to which Seller or Seller's Property may be bound.

- 18.8 **Change of Situation.** Until the Close of Escrow, Seller shall, upon learning of any fact or condition that would cause any of the warranties and representations in the section not to be true as of the Close of Escrow, immediately give written notice of such fact or condition to Agency.
- 18.9 **Authority.** Seller is the owner of and has the full right, power, and authority to sell, convey, and transfer the Property to Agency as provided herein and to carry out Seller's obligations hereunder.
- 18.10 **Bankruptcy.** Neither Seller nor any related entity is the subject of a bankruptcy proceeding, and permission of a bankruptcy court is not necessary for Seller to be able to transfer the Property as provided herein.

19. **Hazardous Waste Disclosure and Obligations.**

- (A) Except as may be specifically disclosed in the Environmental Documents or in this Agreement, neither Seller nor, to the best of Seller's knowledge, any current or previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous materials, hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about or the transportation of any Hazardous Materials to or from, the Property.
- (B) The term "Hazardous Material" as used in this Agreement shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill release or effect, either by itself or in combination with other materials expected to be on the Property: (i) is potentially injurious to the public health, safety or welfare, the environment or the Property; (ii) is or becomes regulated or monitored by any federal, state or local governmental authority; or (iii) is a basis for liability of either Seller or Agency to any governmental agency or third party under any applicable statute or common law theory.

Hazardous Materials shall specifically include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products, by-products or fractions thereof, or any material or substance which is: (i) defined as a "hazardous waste," "acutely hazardous waste," "restricted hazardous waste," or "extremely hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as "hazardous

substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act) or as may be amended; (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory) or as may be amended; (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances) or as may be amended; (v) petroleum; (vi) asbestos; (vii) polychlorinated byphenyls; (viii) designated as a “hazardous substance” pursuant to the Clean Water Act, 33 U.S.C. § 1321; (ix) defined as a toxic pollutant pursuant to the Clean Water Act, 33 U.S.C. Section 1317; (ix) defined as a “hazardous waste” pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6903; or (x) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601.

- (C) Before the Close of Escrow, Seller will deliver to Agency the Environmental Documents, together with a statement providing Seller’s analysis of the environmental condition of the Property.
 - (D) Before the Close of Escrow, Agency will review the any environmental documents and Seller’s statement to determine the environmental condition of the Property. Agency, in its sole discretion, may also commission and acquire its own site characterization of the Property, which will include a Phase I and Phase II, and perform such other inspections and evaluations of the environmental condition of the Property as are determined by Agency to be reasonably necessary following such environmental tests. The Agency’s site characterization and all such tests will be conducted by or at the direction of Agency at Agency’s sole cost and expense.
20. **Indemnity.** Seller hereby agrees to indemnify, defend and hold harmless Agency and City, and their respective officers, officials, agents, and employees from and against any and all causes of action, obligations, liabilities, claims, liens, encumbrances, losses, judgments, damages, costs and expenses of litigation, including, without limitation, attorneys’ fees, incurred by Agency or City relating to the Property, arising or accruing from acts, occurrences or matters that take place on or before the Close of Escrow or resulting from any breach by Seller of its representations, warranties and covenants contained in this Agreement.
21. **Waiver, Consent and Remedies.** Each provision of this Agreement to be performed by Agency and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller’s and Agency’s performance hereunder, as appropriate, and any breach thereof by Agency or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or

continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

22. **Attorney's Fees.** In the event any declaratory or other legal or equitable action is instituted between Seller, Agency and/or Escrow Agent in connection with the enforcement, breach or rescission of this Agreement, then as between Agency and Seller, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees, incurred including on any appeal or in collection of any judgment.
23. **Notices.** Any notice, request, demand, consent, approval or other communication required hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

IF TO SELLER:

Mendocino Coast Recreation
and Parks District
300 S. Lincoln St
Fort Bragg CA 95437

IF TO AGENCY:

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

Any party may from time to time, by written notice to the other, designate a different address, which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

24. **Default.** Failure or delay by either party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within fifteen (15) days from the date of the notice or such longer period if the nature of the default is such that more than fifteen (15) days is required to cure such default. The injured party shall have the

right to terminate this Agreement by written notice to the other party in the event of a default, which is not cured within the time set forth herein.

25. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
26. **Governing Law and Venue.** This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in Mendocino County.
27. **Invalidity of Provision.** If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, (to the maximum extent permissible by law), any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
28. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Agency and Seller.
29. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
30. **Time of Essence.** Time is of the essence of each provision of this Agreement.
31. **Binding upon Successors.** The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.
32. **Assignment.** The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. Agency may freely assign any or all of its interests or rights under this Agreement or under the Escrow without the consent of Sellers.
33. **Cooperation.** Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

34. **Section Headings.** The section headings contained in this Agreement are for the reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
35. **Mutually Prepared Agreement.** The parties acknowledge that this Agreement was the subject of negotiations between the parties and shall be considered as being mutually prepared. Each of the Parties specifically represents and warrants to the other Party was advised to have this Agreement reviewed by legal counsel of their choice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth herein above.

“AGENCY”

“SELLER”

By: _____

By: _____

Dated: _____

Dated : _____

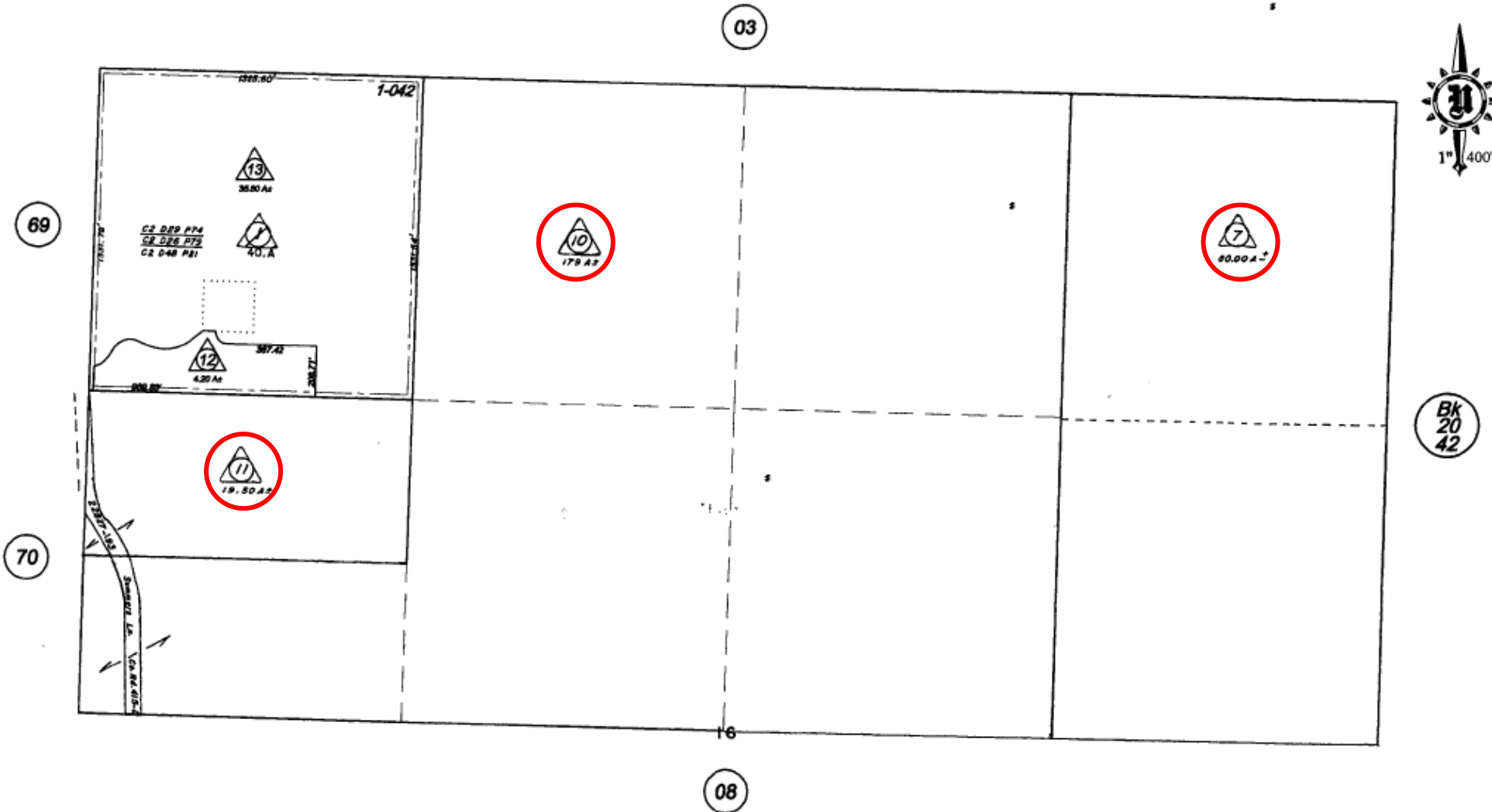
ATTEST:

By: _____
June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

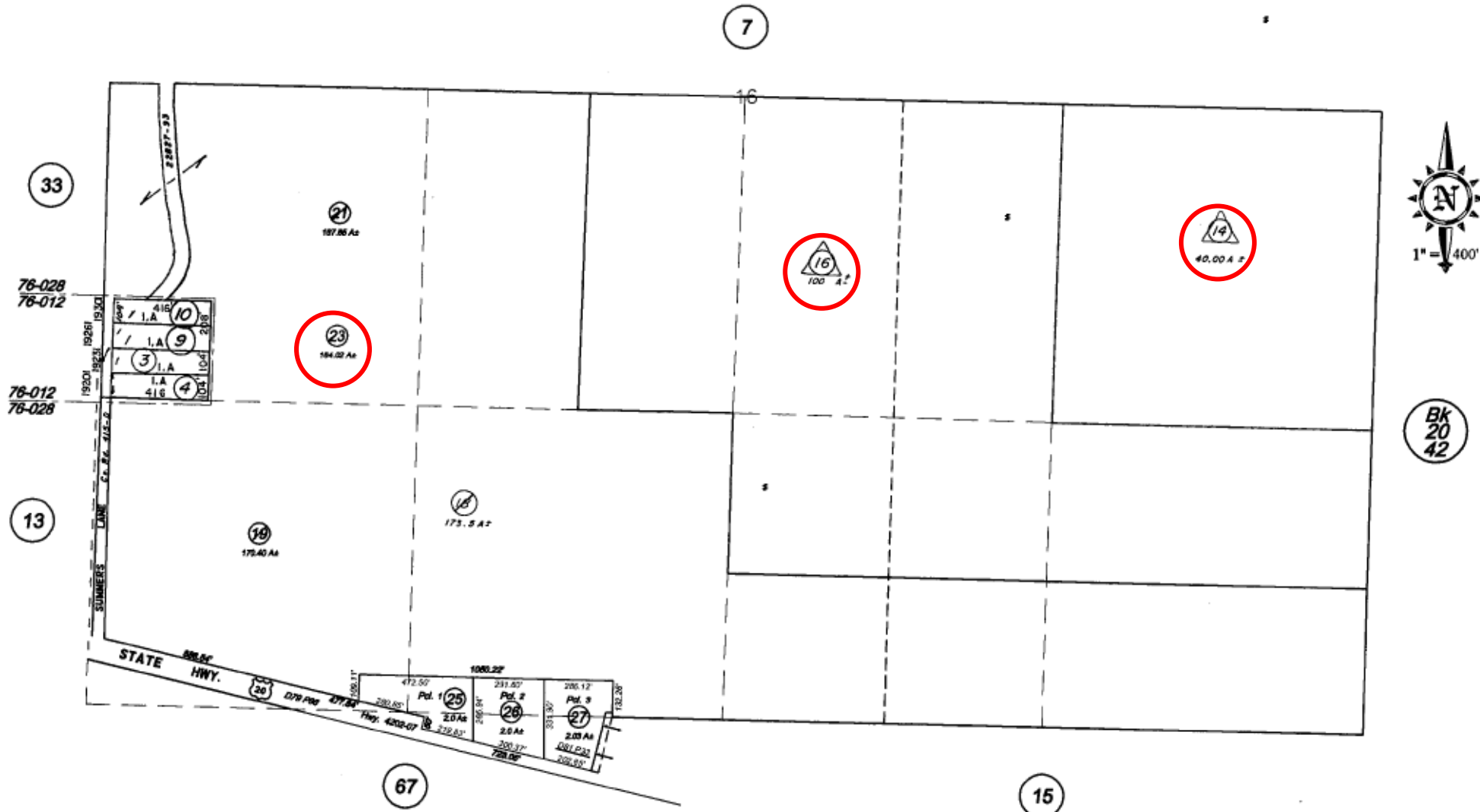
By: _____
Keith F. Collins, Agency Counsel

Exhibit A
(Map and Legal Description of Property)



NOTE: This map was prepared for assessment purposes only. No liability is assumed for the data delineated hereon.

Assessor's Map
County of Mendocino, Calif.
Updated January 25, 2011



NOTE: This map was prepared for assessment purposes only. No liability is assumed for the data delineated hereon.

Assessor's Map
County of Mendocino, Calif.
Updated March 20, 2012

EXHIBIT "A"

All that certain real property situated in the County of Mendocino, State of California, more particularly described as follows:

Tract One:

All that certain real property situated in the unincorporated area, County of Mendocino, State of California and being a portion of Section 16, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying within the following described real property:

The North one-half of said Section 16.

Excepting therefrom the Northwest one-quarter of the Northwest one-quarter of said Section 16.

The East one-half of the Northeast one-quarter of the Southwest one-quarter of said Section 16.

The Southeast one-quarter of said Section 16.

Excepting therefrom the South one-half of the South one-half said Southeast one-quarter of said Section 16.

Also excepting therefrom all that portion of that certain County Road #415-0, known as Summers Lane deeded to the County of Mendocino recorded November 16, 1993 in Book 2129 of Official Records, Page 168, Mendocino County Records.

APN: 019-070-07, 019-070-10, 019-070-11, 019-080-14 and 019-080-16

Tract Two:

All that certain real property situated in the unincorporated area, County of Mendocino, State of California and being a portion of Section 16, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying within the following described real property:

The South one-half of the South one-half of the Southeast one-quarter of said Section 16.

All that portion of the Southwest one-quarter of said Section 16 lying Northerly of State Highway #20.

Excepting therefrom the East one-half of the Northeast one-quarter of the Southwest one-quarter of said Section 16.

Also excepting therefrom the Southerly 416 feet of the Westerly 456 feet of the Northwest one-quarter of the Southwest one-quarter of said Section 16.

Also excepting therefrom all that portion of that certain County Road #415-0, known as Summers Lane deeded to the County of Mendocino recorded November 16, 1993 in Book 2129 of Official Records, Page 168, Mendocino County Records.

Also excepting therefrom that portion conveyed in the deed executed by Mendocino Coast Recreation and Park District to Gordon Clark Weserling and Cathy Westerling, Trustees recorded June 25, 2008 as 2008-09099, Mendocino County Records.

Also excepting therefrom all that portion described in the deed to the State of California recorded March 5, 2007 as 2007-04202, Mendocino County Records.

APN: 019-080-23

Exhibit B
(Grant Deed & Certificate of Acceptance)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

AND ALL TAX STATEMENTS TO:

SAME AS ABOVE

Exempt from Recording Fee Pursuant to Gov Code § 27383 & 27388.1(a)(2)(D)

SPACE ABOVE THIS LINE
FOR RECORDER'S USE

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MENDOCINO COAST RECREATION AND PARKS DISTRICT, a California public agency (“**Grantor**”), hereby grants to the CITY OF FORT BRAGG, a municipal corporation (“**Grantee**”), the real property located in the County of Mendocino, State of California, described on Exhibit 1 attached hereto and made a part hereof (the “**Real Property**”).

The Real Property is also conveyed to Grantee subject to all liens, encumbrances, easements, covenants, conditions and restrictions and other matters of record, all of which matters are specifically incorporated herein by this reference.

GRANTOR:

MENDOCINO COAST RECREATION AND
PARKS DISTRICT, a California public agency

By: _____
Name:

State of California)
County of _____)

On _____, before me, _____, Notary Public,
(here insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit 1 to Grant Deed
Legal Description

Real property in the County of Mendocino, State of California, described as follows:

Tract One:

All that certain real property situated in the unincorporated area, County of Mendocino, State of California and being a portion of Section 16, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying within the following described real property:

The North one-half of said Section 16.

Excepting therefrom the Northwest one-quarter of the Northwest one-quarter of said Section 16.

The East one-half of the Northeast one-quarter of the Southwest one-quarter of said Section 16.

The Southeast one-quarter of said Section 16.

Excepting therefrom the South one-half of the South one-half said Southeast one-quarter of said Section 16.

Also excepting therefrom all that portion of that certain County Road #415-0, known as Summers Lane deeded to the County of Mendocino recorded November 16, 1993 in Book 2129 of Official Records, Page 168, Mendocino County Records.

APN: 019-070-07, 019-070-10, 019-070-11, 019-080-14 and 019-080-16

Tract Two:

All that certain real property situated in the unincorporated area, County of Mendocino, State of California and being a portion of Section 16, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying within the following described real property:

The South one-half of the South one-half of the Southeast one-quarter of said Section 16.

All that portion of the Southwest one-quarter of said Section 16 lying Northerly of State Highway #20.

Excepting therefrom the East one-half of the Northeast one-quarter of the Southwest one-quarter of said Section 16.

Also excepting therefrom the Southerly 416 feet of the Westerly 456 feet of the Northwest one-quarter of the Southwest one-quarter of said Section 16.

Also excepting therefrom all that portion of that certain County Road #415-0, known as Summers Lane deeded to the County of Mendocino recorded November 16, 1993 in Book 2129 of Official Records, Page 168, Mendocino County Records.

Also excepting therefrom that portion conveyed in the deed executed by Mendocino Coast Recreation and Park District to Gordon Clark Weserling and Cathy Westerling, Trustees recorded June 25, 2008 as 2008-09099, Mendocino County Records.

Also excepting therefrom all that portion described in the deed to the State of California recorded March 5, 2007 as 2007-04202, Mendocino County Records.

APN: 019-080-23

Exhibit B
(Grant Deed & Certificate of Acceptance)

CERTIFICATE OF ACCEPTANCE

Pursuant to the provisions of Government Code section 27281, this is to certify that the interest in real property conveyed by the grant deed from Mendocino Coast Recreation and Parks District, to the City of Fort Bragg, a municipal corporation, is hereby accepted by the Fort Bragg City Manager on behalf of Fort Bragg City Council pursuant to authority conferred by resolution of the Fort Bragg City Council adopted on March 27, 2023 and the City of Fort Bragg consents to recordation thereof by its duly authorized officer.

By: _____
Peggy Ducey, City Manager
City of Fort Bragg

Date: _____

Exhibit C
(General Assignment)

GENERAL ASSIGNMENT

This General Assignment (this “**Assignment**”) is made as of March 31, 2023 by and between The Mendocino Coast Recreation and Parks District, a public agency (“**Assignor**”), and the City of Fort Bragg, a municipal corporation (“**Assignee**”).

RECITALS

A. Assignor and Assignee are parties to that certain Agreement for Acquisition of Real Property and Escrow Instructions dated as of _____ (the “**Agreement**”), which provides, among other things, for the sale by Assignor to Assignee of that certain land (the “**Land**”) located in the County of Mendocino, State of California and described in Exhibit “A” attached hereto and incorporated herein by reference for all purposes, together with any improvements on the Property (the said Land and the improvements thereon being herein referred to as the “**Property**”), and the execution of this Assignment.

B. It is the desire of Assignor hereby to sell, assign, transfer and convey to Assignee all of Assignor's rights, titles and interests in the below described items.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, each intending to be legally bound, do hereby covenant and agree as follows:

1. Assignor does hereby assign, transfer, set over, and deliver to Assignee all of the following (the “**Assigned Properties**”):

1.1 All of Assignor's right, title and interest in all fixtures and other personal property of every nature and description located on the Property, to the extent the same exists, which are in the possession of Assignor; and

1.2 All of Assignor's right, title and interest in all books, records and tenant lists for the Property owned by Assignor and in the possession or reasonable control of Assignor, together with any and all files, reports, surveys, studies, and/or budgets owned by Assignor in connection with the ownership, operation, maintenance and/or management of the Property, and in the possession or reasonable control of Assignor, in each case, to the extent assignable without consent or cost (other than any consents obtained and costs paid by either party prior to the date hereof); and

1.3 All of Assignor's right, title and interest in any and all, if any, architectural, electrical, mechanical, plumbing and other plans and specifications and soil reports, grading plans and topographical maps produced in connection with the construction, repair and maintenance of the Property (including all revisions and supplements thereto), which are not owned by any of the tenants and are in the possession or reasonable control of Assignor in each case, to the extent assignable without consent or cost (other than any consents obtained and costs paid by either party prior to the date hereof); and

1.4 Condemnation proceeds and eminent domain proceeds relating to any taking occurring from and after the date hereof.

2. If any term, covenant or condition of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision. This Assignment shall be governed by and construed in accordance with the laws of the State of California without reference to choice of law principles which might indicate that the law of some other jurisdiction should apply.

3. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

*[Remainder of page intentionally left blank,
signatures commence on following page]*

IN WITNESS WHEREOF, this Assignment is made as of the day and year first above written.

ASSIGNOR:

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

Exhibit A (to General Assignment)

LEGAL DESCRIPTION OF THE REAL PROPERTY

EXHIBIT "A"

All that certain real property situated in the County of Mendocino, State of California, more particularly described as follows:

Tract One:

All that certain real property situated in the unincorporated area, County of Mendocino, State of California and being a portion of Section 16, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying within the following described real property:

The North one-half of said Section 16.

Excepting therefrom the Northwest one-quarter of the Northwest one-quarter of said Section 16.

The East one-half of the Northeast one-quarter of the Southwest one-quarter of said Section 16.

The Southeast one-quarter of said Section 16.

Excepting therefrom the South one-half of the South one-half said Southeast one-quarter of said Section 16.

Also excepting therefrom all that portion of that certain County Road #415-0, known as Summers Lane deeded to the County of Mendocino recorded November 16, 1993 in Book 2129 of Official Records, Page 168, Mendocino County Records.

APN: 019-070-07, 019-070-10, 019-070-11, 019-080-14 and 019-080-16

Tract Two:

All that certain real property situated in the unincorporated area, County of Mendocino, State of California and being a portion of Section 16, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying within the following described real property:

The South one-half of the South one-half of the Southeast one-quarter of said Section 16.

All that portion of the Southwest one-quarter of said Section 16 lying Northerly of State Highway #20.

Excepting therefrom the East one-half of the Northeast one-quarter of the Southwest one-quarter of said Section 16.

Also excepting therefrom the Southerly 416 feet of the Westerly 456 feet of the Northwest one-quarter of the Southwest one-quarter of said Section 16.

Also excepting therefrom all that portion of that certain County Road #415-0, known as Summers Lane deeded to the County of Mendocino recorded November 16, 1993 in Book 2129 of Official Records, Page 168, Mendocino County Records.

Also excepting therefrom that portion conveyed in the deed executed by Mendocino Coast Recreation and Park District to Gordon Clark Weserling and Cathy Westerling, Trustees recorded June 25, 2008 as 2008-09099, Mendocino County Records.

Also excepting therefrom all that portion described in the deed to the State of California recorded March 5, 2007 as 2007-04202, Mendocino County Records.

APN: 019-080-23



Redwood Empire Title Company of Mendocino County

221 East Pine Street
Fort Bragg, CA 95437

Phone: (707)964-8666 • Fax: (707)409-6305

Our No.: 20221691MN

Your No.:

Seller: Mendocino Coast Recreation and Park
District

Buyer: City of Fort Bragg

When replying Please Contact:

ESCROW OFFICER: Mandy Niesen

mniesen@redwoodtitle.com

UPDATED PRELIMINARY REPORT

Property Address: **State Route 20 and Summers Lane, Fort Bragg, CA 95437**

In response to the above referenced application for a policy of title insurance, **Redwood Empire Title Company of Mendocino County** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of January 20, 2023 at 07:30 AM.

Steve Burlesci
Chief Title Officer

sburlesci@redwoodtitle.com

The form of policy of title insurance contemplated by this report is:

ALTA 2006 Extended Loan Policy

CLTA Standard 1990 Owners Policy

Underwritten by Old Republic National Title Insurance Company

SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this Report is:
a Fee
2. Title to said estate or interest at the date hereof is vested in:
Mendocino Coast Recreation and Park District, a political subdivision of the State of California
3. The land referred to in this report is situated in the State of California, County of Mendocino and is described as follows:

See Exhibit A attached hereto and made a part hereof.

SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2023 - 2024, a lien not yet due or ascertainable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq. of the Revenue and Taxation Code of the State of California.
3. Rights of the public, County and/or City, in and to that portion of said land lying within the boundaries of any public road or highway.
4. Easement(s) for the purposes stated herein and incidental purposes as provided in the document:
Recorded: August 3, 1951 in Book 296, Page 38 of Official Records
For: aerial wires, cables and electrical conductors
In favor of: The Pacific Telephone and Telegraph Company, a corporation
5. Lease upon the terms, covenants, and conditions contained therein,
Dated: November 21, 1975
Lessor: Georgia-Pacific Corporation, a Georgia corporation
Lessee: Carlton Parker and Carol Parker
Recorded: January 13, 1976 in Book 1025, Page 237 of Official Records

Affects a portion of Tract One.

Terms and provisions contained therein.
6. Terms and provisions as contained in an instrument,
Entitled : Reciprocal Right of Way and Road Use Agreement
Recorded: April 9, 1976 in Book 1035, Page 526 of Official Records
7. Easement(s) for the purposes stated herein and incidental purposes as provided in the document:
Recorded: February 17, 1977 in Book 1076, Page 30 of Official Records
For: ingress, egress, roadway and public utilities
8. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed April 20, 1989 in Map Case 2, Drawer 48, Page 21.
9. Terms and provisions as contained in an instrument,
Entitled : Unilateral Executed Agreement
Recorded: December 22, 1993 in Book 2139, Page 337 of Official Records
10. Easement(s) for the purposes stated herein and incidental purposes as provided in the document:
Recorded: May 13, 2004 as 2004-10531 of Official Records
For: ingress and egress

Terms and provisions contained therein.
11. Terms and provisions as contained in an instrument,
Entitled : Access Easement Agreement
Recorded: May 13, 2004 as 2004-10532 of Official Records

12. Terms and provisions as contained in an instrument,
Entitled : Site Lease
Recorded: May 7, 2008 as 2008-06675 of Official Records
13. Terms and provisions as contained in an instrument,
Entitled : Sublease/Option Agreement
Recorded: May 7, 2008 as 2008-06676 of Official Records
14. Terms and provisions as contained in an instrument,
Entitled : Assignment of Lease and Site Lease
Recorded: May 7, 2008 as 2008-06677 of Official Records
15. Terms and provisions as contained in an instrument,
Entitled : Right of First Refusal Agreement
Recorded: November 23, 2022 as 2022-13066 of Official Records

END OF SCHEDULE B

INFORMATIONAL NOTES:

1. Taxes and assessments, general and special, for the fiscal year 2022- 2023, as follows
Assessor's Parcel No.: 019-070-07
Code No.: 076-028
1st Installment: \$0.00, Not Billed
2nd Installment: \$0.00, Not Billed
2. Taxes and assessments, general and special, for the fiscal year 2022- 2023, as follows
Assessor's Parcel No.: 019-070-10
Code No.: 076-028
1st Installment: \$0.00, Not Billed
2nd Installment: \$0.00, Not Billed
3. Taxes and assessments, general and special, for the fiscal year 2022- 2023, as follows
Assessor's Parcel No.: 019-070-11
Code No.: 076-028
1st Installment: \$0.00, Not Billed
2nd Installment: \$0.00, Not Billed
4. Taxes and assessments, general and special, for the fiscal year 2022- 2023, as follows
Assessor's Parcel No.: 019-080-14
Code No.: 076-028
1st Installment: \$0.00, Not Billed
2nd Installment: \$0.00, Not Billed
5. Taxes and assessments, general and special, for the fiscal year 2022- 2023, as follows
Assessor's Parcel No.: 019-080-16
Code No.: 076-028
1st Installment: \$0.00, Not Billed
2nd Installment: \$0.00, Not Billed
6. Taxes and assessments, general and special, for the fiscal year 2022- 2023, as follows
Assessor's Parcel No.: 019-080-23
Code No.: 076-028
1st Installment: \$0.00, Not Billed
2nd Installment: \$0.00, Not Billed

7. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 24 months prior to the date hereof except as follows:
NONE

EXHIBIT "A"

All that certain real property situated in the County of Mendocino, State of California, more particularly described as follows:

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APN: 019-070-07, 019-070-10, 019-070-11, 019-080-14 and 019-080-16

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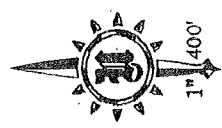
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APN: 019-080-23

1-042
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N $\frac{1}{2}$ of Sec. 16 T.18N. R.17W. M.D.B.&M.

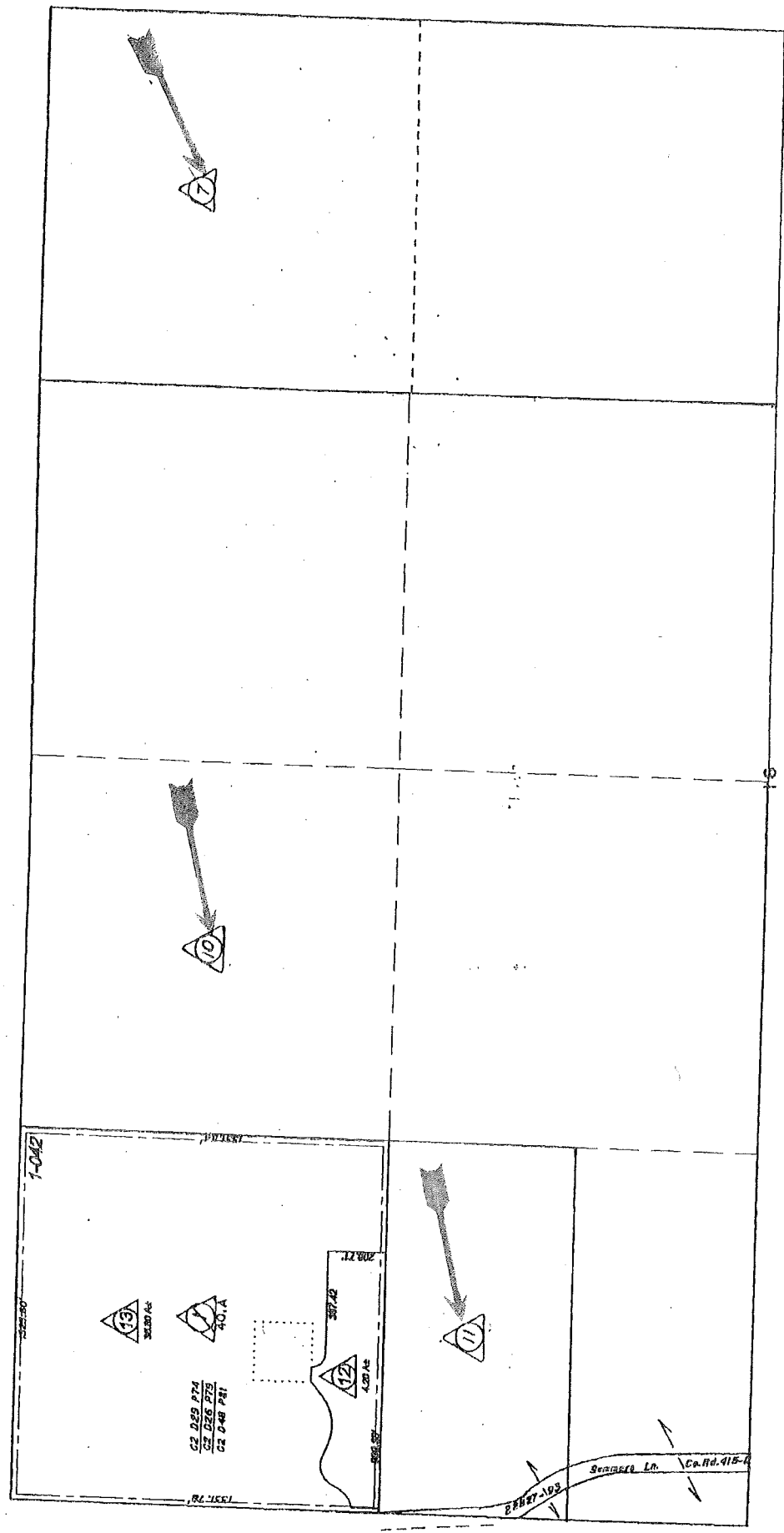
19-07



BK
20
42

03

08



Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land interested person with reference to streets and other land. No liability is assumed by reason of any reliance hereon.

Map was prepared for
process No liability
is assumed
208

Assessor's Map
County of Mendocino, Calif.
Updated January 25, 2011

CLTA PRELIMINARY REPORT FORM (EXHIBIT A) (01-01-08)

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

Privacy Statement **July 1, 2001**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our Internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested.
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We may also disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Redwood Empire Title Company
P.O. Box 238
Ukiah, CA 95482

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

CERTIFICATE OF ACCEPTANCE

Pursuant to the provisions of Government Code section 27281, this is to certify that the interest in real property conveyed by the grant deed from Mendocino Coast Recreation and Parks District, to the City of Fort Bragg, a municipal corporation, is hereby accepted by the Fort Bragg City Manager on behalf of Fort Bragg City Council pursuant to authority conferred by resolution of the Fort Bragg City Council adopted on March 27, 2023 and the City of Fort Bragg consents to recordation thereof by its duly authorized officer.

By: _____
Peggy Ducey, City Manager
City of Fort Bragg

Date: _____



AGENCY: Planning Commission
MEETING DATE: March 22, 2023
DEPARTMENT: Community Development
PRESENTED BY: Marie Jones
EMAIL ADDRESS: jsmith@fortbragg.com

AGENDA ITEM SUMMARY

TITLE: Receive Report and Adopt a Resolution Finding that the City of Fort Bragg's Acquisition of Six Parcels of Real Property (Assessor's Parcel Nos. 019-070-07-00, 019-070-010-00, 019-070-11-00, 019-080-14-00, 019-080-16-00 and 019-080-23-00) is Consistent with the City's General Plan

ISSUE:

City staff has been engaged in discussions with the Mendocino Coast Park and Recreation District (the "District") to acquire six parcels (the "Property") located adjacent to Hwy 20 that could potentially be developed for one or more water reservoirs and for open space, habitat preservation and recreational uses. The Fort Bragg Planning Commission must make a finding that the Property's acquisition by the City is in conformance with the City's General Plan, before the City Council can make a decision regarding property acquisition.

ANALYSIS:

The City has been exploring various water supply and storage options since the 1990's; including various well options, storage locations and transportation methods. Even with recently completed water projects, the City's existing water sources continue to be impacted by climate change and severe weather, so the City is seeking new water storage to secure safe drinking water for existing and future customers and fire protection.

Several potential water storage properties have been reviewed over the years, and the Mendocino Coast Recreation and Park District (MCRPD) property is the best fit for the project, because:

- The property consists of 582 acres (six parcels) that are primarily zoned Timber Production/Forest Land.
- At just shy of one square mile, the property provides enough space for construction of three 45-acre foot reservoirs, which is a similar size to the Summers Lane Reservoir. Three reservoirs would require approximately 30 acres of the 582-acre site, leaving significant property for habitat conservation and passive recreation uses.
- The site provides convenient connections to infrastructure allowing gravity flow to our raw water line, conveying water to our treatment plant.
- The site is close to high power PG&E transmission lines, which would facilitate the installation of floating solar panels on the new reservoirs to generate roughly 3 to 3.5 Mega Watts of electricity.

GENERAL PLAN CONSISTENCY ANALYSIS

The proposed project is under the jurisdiction of the Inland General Plan as the project is not located within the Coastal Zone. This section explores **relevant** policies from each Element of the General Plan. The proposed acquisition does not constitute a development project itself

AGENDA ITEM NO.

and is exempt from CEQA review. Additionally, as an acquisition project, with no proposed development at this time, most of the policies of the General Plan are not applicable to the acquisition because general plan policies are focused on regulating development. Nevertheless, if the City pursues one or more reservoirs or other projects in the future after acquiring the property, the City would have to comply with all policies of the General Plan as well as all regulations of the Land Use and Development Code and the Muni Code.

This analysis provides a general overview of compliance with relevant General Plan policies. It also includes, for information only, a general analysis of general plan compliance with the potential contemplated future uses of the site by the City, which include:

- Water storage,
- Recreational facilities,
- Open space and habitat conservation, and
- Solar energy production.

Element 3- Public Facilities

The acquisition has the potential to allow the City to implement a number of General Policy Goals through future development projects with regard to Public Facilities policies as follows.

Policy PF-1.1 Ensure Adequate Services and Infrastructure for New Development: Review new development proposals to ensure that the development can be served with adequate potable water; wastewater collection, treatment, and disposal; storm drainage; fire and emergency medical response; police protection; transportation; schools; and solid waste collection and disposal.

The proposed acquisition could facilitate the construction of water storage which would allow the City to provide adequate water storage and services for existing and future development.

Policy PF-2.2 Potable Water Capacity: Develop long-term solutions regarding the supply, storage, and distribution of potable water and develop additional supplies.

The proposed acquisition may allow the City to address all long-term water storage needs of existing and future development.

Policy PF-2.3 Emergency Water Supply: Develop an emergency water supply for disaster preparedness.

Potential water storage facilities would be gravity feed and therefore assist in disaster preparedness as water flow would not depend on electrical supply.

Policy PF-2.4: Potable Water Quality: Maintain the safety of the water supply.

Potential water storage may be located adjacent to existing water storage and would allow the City to more easily secure these facilities.

Element 4- Conservation, Open Space, Energy, and Parks

The acquisition has the potential to allow the City to implement a number of General Policy Goals with regard to the Conservation Element's policies as follows.

Policy OS-1.2 Preserve Natural Resources: Require that sensitive natural resources in Special Review Areas be preserved and protected to the maximum degree feasible.

While the proposed project site is not currently mapped as a Special Review Area in the City's General Plan, because the property is located outside of the City Limits, the property will likely qualify for inclusion into the sensitive Review Area as the property is largely Pygmy Forest which is considered a rare plant community by the California Department of Wildlife. The proposed acquisition, would likely result in preservation of a significant portion of this project site because only a small portion of the site would be developed for water storage, leaving a much larger area for habitat and watershed protection.

Program OS-1.2.1: Review projects requesting discretionary approvals to determine whether the project is located in an area with potentially sensitive natural resources.

If the City acquires the property, any future projects would require CEQA review and the identification and mapping of all sensitive natural resources.

Policy OS-1.3 Biological Report Required for Special Review Areas: Permit applications for development within or adjacent to Special Review Areas which have the possibility of containing sensitive habitat shall include a biological report prepared by a qualified biologist which identifies the resources and provides recommended measures to ensure that the requirements of CEQA, the Department of Fish and Wildlife, and the City of Fort Bragg's Inland General Plan are fully met. The required content of the biological report is specified in the Inland Land Use and Development Code.

See analysis for OS-2.1.1 above.

Policy OS-1.4 Maintain Open Space: Require site planning and construction to maintain adequate open space to permit effective wildlife corridors for animal movement between open spaces.

If acquired, the project site would provide significant open space which would be more than adequate to provide an effective wildlife corridor. Even if all three potential reservoirs are eventually permitted and constructed, more than 90% of the site would be retained as open space, which would allow the property to continue to provide wildlife habitat and corridors.

Policy OS-2.3 Preserve Native Vegetation and Trees: To the maximum extent feasible and balanced with permitted use, require that site planning, construction, and maintenance of development preserve existing healthy trees and native vegetation on the site.

If the property is purchased, the City will comply with Policy OS-2.3 by identifying and preserving native vegetation and trees to the maximum extent feasible. Furthermore, the CEQA analysis for any future project would require mitigation for the removal of any special status trees, vegetation or plant communities for any future construction projects.

Policy OS-2.4 Forested Areas: Maintain existing forested areas and reforest parks and streetscapes with new trees as needed. Projects proposed in forested areas are required to meet the requirements of the Special Review Areas.

See analysis for Policy OS-2.3 above.

Policy OS-3.1 Soil Erosion: Minimize soil erosion to prevent loss of productive soils, prevent flooding and landslides, and maintain infiltration capacity and soil structure.

All future proposed projects that might occur on the project site would have to comply with this policy. The property is currently subject to unauthorized off-road vehicular use which has resulted in areas of considerable soil compaction, erosion and degradation. The proposed acquisition has the potential to limit such activities and potentially result in restoration of impacted areas through mitigation associated with a possible future reservoir construction projects.

Policy OS-4.1 Preserve Archaeological Resources: New development shall be located and/or designed to avoid archaeological and paleontological resources where feasible, and where new development would adversely affect archaeological or paleontological resources, reasonable mitigation measures shall be required.

The proposed property acquisition will not result in any impacts to archaeological or cultural resources. Any future development project would comply with this policy.

Policy OS-5.2 Riparian Habitat: Prevent development from destroying riparian habitat to the maximum feasible extent. Preserve, enhance, and restore existing riparian habitat in new development unless the preservation will prevent the establishment of all permitted uses on the property.

If the City acquires the property, any future projects would require CEQA review and protection of riparian habitat. Portions of the property will qualify as riparian habitat, however these areas are not mapped. All future development siting efforts would begin with a botanical and wetland delineation to identify areas without riparian habitat in order to ensure to the maximum extent feasible avoidance of such resources.

Policy OS-5.3 No Net Loss of Wetlands: Ensure no net loss of wetlands, as defined by the U.S. Army Corps of Engineers.

See response to OS-5.2 above.

Policy OS-5.4 Protect Aquifers: Protect groundwater aquifers.

The property includes extensive productive aquifers, which may have been impacted by the network of informal roads and off-road vehicular activities that have occurred on the site. Acquisition by the City would allow the city to protect these aquifers from future disturbance by these activities. A future reservoir project would result in cutting of the recharge ability for 30 acres out of the 582 acre site for a 5% reduction in permeability. This would have a minor impact on ground water recharge

and would be analyzed as part of a CEQA analysis for any future development projects.

Policy OS-6.1 Pollution in Runoff: Ensure protection of water resources from pollution and sedimentation.

See analysis of Policy OS-5.4 above.

Policy OS-6.2 Minimize Introduction of Pollutants: Development shall be designed and managed to minimize the introduction of pollutants into estuaries, wetlands, rivers and streams to the extent feasible.

This is an acquisition project and no development is proposed at this time. If the City pursues a reservoir at this location it will comply with Policy OS-6.2.

Policy OS-6.3 Minimize Increases in Stormwater Runoff: Development shall be designed and managed to minimize post- project increases in stormwater runoff volume and peak runoff rate, to the extent feasible.

This is an acquisition and no development is proposed at this time. If the City pursues a reservoir or other development at this location it will comply with Policy OS-6.3.

Policy OS-6.4 Maintain and Restore Biological Productivity and Water Quality: Development shall maintain and, where feasible, restore the biological productivity and the quality of streams and wetlands to maintain optimum populations of aquatic organisms and for the protection of human health.

This is an acquisition and no development is proposed at this time. If the City pursues a reservoir or other development at this location it will comply with Policy OS-6.2.

Policy OS-6.5 Municipal Activities to Protect and Restore Water Quality: The City shall promote both the protection and restoration of water quality. Water quality degradation can result from a variety of factors, including but not limited to the introduction of pollutants, increases in runoff volume and rate, generation of non-stormwater runoff, and alteration of physical, chemical, or biological features of the landscape.

As previously mentioned, this project could help to improve water quality at the property by improving control of illegal activities on the property.

Policy OS-8.2 Protect and Restore Open Space: During the development review process, protect and restore open space areas such as wildlife habitats, view corridors, and watercourses as open and natural.

As previously mentioned, this acquisition could result in improved wildlife habitat quality.

Policy OS-8.3 Trails in Open Space: Wherever feasible, plan and construct trails through the greenbelts and open space that connect to the City's trail system with those of State Parks and MCRPD.

This project is not located adjacent to existing City' open space or parks facilities, however this policy does not require trial connections. This is the only feasible location for a potential reservoir system for the City's raw water system, and consequently compliance with this policy is not required.

Policy OS-9.3 Recreational Facilities: Provide recreational facilities to meet the needs of all Fort Bragg citizens, especially children and teenagers.

This acquisition project has the potential to provide a variety of recreational facilities. However, no recreational facilities are planned at this time. The large site has the potential to provide both passive and active recreation facilities that will meet the needs of families, children and teenagers.

Policy OS-9.6 Prioritize Park Acquisitions: Use the following criteria to prioritize acquisition of parkland and open space:

- a) **distribution of neighborhood parks/playground facilities and ballfields on a neighborhood basis;**
- b) **scenic beauty;**
- c) **relationship to the existing and proposed trail systems and parks;**
- d) **natural resource protection; and**
- e) **appropriateness (physical characteristics) of the site to meet specific recreational needs.**

The proposed project is an acquisition intended primarily for water storage and habitat conservation, not for use as a recreational park. Thus arguably this policy does not apply to the project. Nevertheless, the proposed acquisition does meet criteria b) scenic beauty and d) natural resource protection.

Policy OS-10.1 Coordinate with Other Agencies: Coordinate with other governmental entities to procure and develop additional park and recreational facilities.

This acquisition is occurring in coordination with MCRPD, as they are selling the parcel to the City of Fort Bragg. As previously stated as the parcel acquisition is primarily for water storage, this policy may not apply to the acquisition. Ever the less some of the site may eventually be used for passive or active recreation, at which time the City will coordinate with a variety of governmental agencies on the siting and development of the project(s) as required by the General Plan.

Policy OS-10.4 Public Participation: Actively solicit public participation in the selection, design, and facilities planning for existing and future park sites.

As previously stated, the parcel acquisition is primarily for water storage and this policy does not apply to this acquisition. Nevertheless, this parcel was initially purchased by MCRPD for a recreational golf course and active recreational uses that included a long public participation process. Furthermore, if the City Council decides to develop any recreational facilities on the site in the future, it would be obligated to include an extensive public participations process for the site selection (within the 600 acre site), design and planning.

Element 7- Safety

The acquisition has the potential to allow the City to implement a number of General Policy Goals with regard to the Safety Element policies as follows.

Policy SF-1.1 Minimize Hazards: New development shall: (a) Minimize risks to life and property in areas of high geologic, flood, and fire hazard; and (b) Assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs.

While this policy does not apply to this project because it is not a development project, it is listed here to make clear that any future development projects, including a water storage reservoir would need to be designed to minimize risks to life and property and ensure structural stability. These are significant community concerns which would be addressed in the siting and design of any future reservoirs.

Policy SF-1.2 Geotechnical report required: Applications for development located in or near an area subject to geologic hazards, including but not limited to areas of geologic hazard shown on Map SF-1, shall be required to submit a geologic/soils/geotechnical study that identifies all potential geologic hazards affecting the proposed project site, all necessary mitigation measures, and demonstrates that the project site is suitable for the proposed development and that the development will be safe from geologic hazard. Such study shall be conducted by a licensed Certified Engineering Geologist (CEG) or Geotechnical Engineer (GE). Refer to Map SF-1: Geologic Hazards. Refer to the General Plan Glossary for definitions of these terms.

Please see the analysis in SF-1.1 above. A geotechnical report would be prepared for any future projects on the site proposed for acquisition.

Policy SF-1.3 Alterations to Landforms: Minimize, to the maximum feasible extent, alterations to cliffs, bluff tops, faces or bases, and other natural land forms. Permit alteration in landforms only if erosion/runoff is controlled and either there exists no other feasible environmentally superior alternative or where such alterations re-establish natural landforms and drainage patterns that have been eliminated by previous development activities.

While this policy does not apply to this project because it is not a development project, it is listed here to make clear that any future development projects, including a water storage reservoir would need to be designed to minimize alterations to landforms.

Policy SF-1.4 Identify Potential Hazards: Identify potential hazards relating to geologic and soils conditions during review of development applications.

Please see the analysis in SF-1.1 above. A geotechnical and soils report would be prepared for any future projects on the site.

Policy SF-2.5: Require, as determined by City staff, analysis of the cumulative effects of development upon runoff, discharge into natural watercourses, and increased volumes and velocities in watercourses and their impacts on downstream properties. Include clear and

comprehensive mitigation measures as part of project approvals to ensure that new development does not cause downstream flooding of other properties.

While this policy does not apply to this project because it is not a development project, it is listed here to make clear that any future development projects, including a water storage reservoir, would be analyzed for the cumulative effects of the development on runoff and discharges on water volumes and velocities on downstream properties.

Policy SF-5.1 Demand for Police Services: Review development proposals for their demand for police services and implement measures to maintain adequate police services.

While this policy does not apply to this project because it is not a development project, it is likely that the acquisition of the property would result in a slight increase in demand for police services to control the currently uncontrolled access on the property. However, this additional demand for services will not impact the department's ability to provide adequate police services.

Element 9- Sustainability

There is only one sustainability policy that has bearing on this acquisition project.

Policy S-2.2. Encourage the Development and use of alternative sources of energy such as wind, solar and biomass to meet Fort Bragg's energy needs.

The proposed acquisition could help the City further implement this policy because any future Reservoirs would have solar (PV) collectors for their covers which would generate significant alternative energy to offset City energy needs.

RECOMMENDED ACTION(S):

1. Adopt the attached resolution that includes findings that the proposed acquisition of the MRCPD property on Highway 20 in in compliance with the City's General Plan.

Or

2. Direct staff to complete additional analysis about the acquisition and its consistency with the general plan.

CEQA

This item is not a "project" subject to CEQA under 14 CCR 15378(a) because approval of the Agreement has no potential to result in a direct or reasonably foreseeable indirect physical change in the environment because the purchase will result only in a change of property ownership, with no reasonably foreseeable changes to the Property or the environment in the foreseeable future for the following reasons:

- (1) All potential uses of the Property are preliminary and not binding commitments;
and

- (2) The City Council has not adopted a resolution or otherwise formally selected the site for any specific use; and
- (3) The City Council has not appropriated or otherwise authorized any expenditures toward developing or using the property for any purpose; and
- (4) Even though it may be reasonably foreseeable that the city may someday approve plans to use the property for a reservoir or recreational purposes, nothing in the Agreement commits the City to a definite course of action since there are no development plans in existence.
- (5) Any proposed future development of the Property would be subject to legally required CEQA review by the lead agency.

Additionally, 14 CCR 15004(b)(2)(A) provides that the City may “designate a preferred site for CEQA review and may enter into land acquisition agreements when the agency has conditioned the agency's future use of the site on CEQA compliance.”

ATTACHMENTS:

1. Resolution Finding that the Proposed Acquisition for Real Property (Assessor’s Parcel Nos. 019-070-07-00, 019-070-010-00, 019-070-11-00, 019-080-14-00, 019-080-16-00 and 019-080-23-00) is consistent with the City’s General Plan.

NOTIFICATION:

1. MCRPD

RESOLUTION NO. *PC02-2023*

RESOLUTION OF THE FORT BRAGG PLANNING COMMISSION FINDING THE CITY OF FORT BRAGG ACQUISITION OF SIX PARCELS OF REAL PROPERTY (ASSESSOR'S PARCEL NOS. 019-070-07-00, 019-070-010-00, 019-070-11-00, 019-080-1400, 019-080-16-00 AND 019-080-23-00) IS CONSISTENT WITH THE CITY'S GENERAL PLAN

WHEREAS, the City has been exploring various water supply and storage options since the 1990s; including various well options, storage locations and transportation methods; and

WHEREAS, even with recently completed water projects, the City's existing sources continue to be impacted by climate change and weather disruption, and the City is seeking new water storage to secure safe drinking water for existing and future customers and fire protection; and

WHEREAS, several potential water storage properties have been reviewed over the years, and the Mendocino Coast Recreation and Park District (MCRPD) property is the best fit for the project, because:

- The property consists of 582 acres (six parcels) that are primarily zoned Timber Production/Forest Land.
- The property provides enough space for construction of up to three 45-acre foot reservoirs, which is a similar size to the Summers Lane Reservoir, and three reservoirs would require approximately 30 acres of the 582 acre site, leaving significant property for habitat conservation and passive recreation uses.
- The site provides convenient connections to infrastructure allowing gravity flow to the City's raw water line, conveying water to our treatment plant.
- The site is close to high power PG&E transmission lines, which would facilitate the installation of floating solar panels on the new reservoirs to generate roughly 3 – 3.5 Mega Watts of electricity; and

WHEREAS, the proposed Project is under the jurisdiction of the Inland General Plan as the Project is not located within the Coastal Zone; and

WHEREAS, the Fort Bragg Planning Commission must make a determination that the Project is consistent with the Fort Bragg Inland General Plan prior to City Council's consideration of the acquisition; and

WHEREAS, The property acquisition is not a "project" subject to CEQA under 14 CCR 15378(a) because approval of the acquisition has no potential to result in a direct or reasonably foreseeable indirect physical change in the environment because the purchase will result only in a change of property ownership, with no reasonably foreseeable changes to the Property or the environment in the foreseeable future for the following reasons:

- (1) All potential uses of the Property are preliminary and not binding commitments; and
- (2) Neither the City Council nor the Planning Commission have adopted a resolution or otherwise formally selected the site for any specific use; and

- (3) The City Council has not appropriated or otherwise authorized any expenditures toward developing or using the property for any purpose; and
- (4) Even though it may be reasonably foreseeable that the City may someday approve plans to use the Property for a reservoir or recreational purposes, nothing in the Agreement commits the City to a definite course of action since there are no development plans in existence.
- (5) Any proposed future development of the Property would be subject to legally required CEQA review by the lead agency; and

WHEREAS, 14 CCR 15004(b)(2)(A) provides that the City may “designate a preferred site for CEQA review and may enter into land acquisition agreements when the agency has conditioned the agency’s future use of the site on CEQA compliance.”

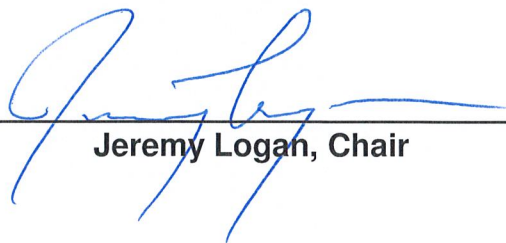
WHEREAS, at the March 22nd Planning Commission meeting, the Fort Bragg Planning Commission met and received a staff report analyzing the consistency of the acquisition with the Coastal General Plan and received public comment on this item.

NOW, THEREFORE, the City of Fort Bragg Planning Commission, based on the entirety of the record before it, which includes without limitation, CEQA, Public Resources Code §21000, et seq. and the CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg General Plan; the staff report, and public testimony submitted as part of the Planning Commission’s regular meetings of March 22, 2023, and Planning Commission deliberations; the Planning Commission of the City of Fort Bragg hereby finds as follows:

- a. The proposed Property acquisition is consistent with the policies of the Inland General Plan.
- b. The proposed Property acquisition would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

The above and foregoing Resolution was introduced by Commissioner Deitz, seconded by Commissioner Logan, and passed and adopted at a regular meeting of the Planning Commission of the City of Fort Bragg held on the 22nd day of March 2023, by the following vote:

AYES: Logan, Deitz, Jensen, Stavelly
NOES:
ABSENT:
ABSTAIN:
RECUSED:



Jeremy Logan, Chair

ATTEST:



Humberto Arellano, Administrative Assistant



SIERRA
CLUB
FOUNDED 1892

Sierra Club, Mendocino Group
P.O. Box 522
Mendocino, CA 95460

March 27, 2023

Fort Bragg City Council
Fort Bragg, CA 95437

Re: the matter 8d on the agenda for Mar 27 2023

We applaud the effort of Fort Bragg City Council to ensure water supplies for the citizens. Water quality and quantity must be safeguarded, whether scarcity or flood.

Sierra Club Mendocino Group in the past has expressed its concern for the Mendocino Cypress Pygmy Woodlands and we continue to do so. This habitat and biological phenomenon is exceedingly rare and sensitive. Soil disturbance destroys it. There is no repair. The Mendocino Cypress Woodlands are unique in all the world and these soils are far older than the oldest Old Growth. This complex is found only here, in areas surrounding Fort Bragg, around Little River Airport, portions of Albion, and bits near Gualala. It is loosely characterized as "forestland" in the 8d documents. It is not forestland. Sierra Club has documented this Pygmy presence on the property under review for acquisition. We will be monitoring future actions toward development very closely.

We are grateful for the opportunity to comment.

Mary Walsh,
Chair
Executive Committee, Sierra Club Mendocino Group