



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 14, 2022

6:00 PM

Via Video Conference

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PLEASE TAKE NOTICE

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

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

ZOOM WEBINAR INVITATION

*You are invited to a Zoom webinar.
When: Mar 14, 2022 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/88542878402>
Or Telephone: US: +1 346 248 7799 or +1 720 707 2699 (*6 mute/unmute; *9 raise hand)
Webinar ID: 885 4287 8402*

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

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A. [22-106](#) Presentation of Proclamation Recognizing March 2022 as "Women's History Month"

Attachments: [02-Women's History Month](#)

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

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

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

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

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

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

- 5A. [22-102](#) Adopt by Title Only and Waive the Second Reading of Ordinance No. 977-2022 Adding Chapter 2.02 (Electronic Filing of Campaign Disclosure Statements and Statements of Economic Interest) to Title 2 (Administration and Personnel) of the Fort Bragg Municipal Code to Mandate Electronic and Paperless Filing of Fair Political Practices Commission Campaign Disclosure Statements and Statements of Economic Interest

Attachments: [ORD 977 Electronic Filing of FPPC Forms](#)

- 5B. [22-103](#) Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

Attachments: [RESO Authorize Continuing Remote Meetings](#)
[Public Comment 5B, 5D, 5F, 5H](#)

- 5C. [22-104](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

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

- 5D.** [22-114](#) Adopt City Council Resolution Approving Professional Services Agreement with Helix Environmental Planning, Inc. for the Environmental Review and CEQA Document Preparation for Use Permit Application UP 3-21 for 1280 N. Main Street Waste Transfer Station and Authorizing the City Manager to Execute Contract (Amount not to Exceed \$41,500, Account No. 119-0000-2702)
- Attachments:** [RESO Helix](#)
[Helix Env Planning Contract](#)
[Public Comment 5B, 5D, 5F, 5H](#)
- 5E.** [22-118](#) Adopt City Council Resolution Establishing a City of Fort Bragg Master Salary Rate Compensation Plan Confirming the Pay Rates/Ranges for All City of Fort Bragg Established Classifications
- Attachments:** [RESO Master Salary Compensation Schedule MidMgmt COLA](#)
[RESO Exhibit A](#)
- 5F.** [22-120](#) Approve Scope of Work for Request for Proposals for Environmental Impact Report for Proposed Grocery Outlet Project at 825, 845 and 851 S. Franklin Street
- Attachments:** [Scope of Work](#)
[Public Comment 5B, 5D, 5F, 5H](#)
- 5G.** [22-123](#) Adopt Joint City Council/Municipal Improvement District Resolution Amending the FY 2021/2022 Budget for Mid-Year Budget Adjustments
- Attachments:** [RESO Mid-Year Budget Adjustments](#)
[RESO Attachment A](#)
- 5H.** [22-119](#) Approve City Council Letter to California Coastal Commission
- Attachments:** [3-14-2022 Coastal Commission RRIF](#)
[Public Comment 5H](#)
- 5I.** [22-111](#) Receive and File Minutes of the Public Works and Facilities Committee Meeting of December 9, 2021
- Attachments:** [12092021 Meeting Minutes.pdf](#)
- 5J.** [22-100](#) Receive and File Minutes of the Community Development Committee Meeting of January 25, 2022
- Attachments:** [01252022 CDC Minutes](#)
- 5K.** [22-101](#) Approve Minutes of February 28, 2022
- Attachments:** [CCM2022-02-28](#)
- 5L.** [22-126](#) Approve Minutes of Joint City Council/Mendocino Coast Recreation and Park District Special Meeting of March 9, 2022

Attachments: [CCM2022-03-09 Joint MCRPD Meeting](#)

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.

8. CONDUCT OF BUSINESS

- 8A. [22-107](#) Conduct City Council Discussion and Provide Direction to Staff Regarding the Manner of Holding Public Meetings for City Council, Planning Commission and Council Committees

Attachments: [03142022 Meeting Format Discussion](#)

9. CLOSED SESSION

- 9A. [22-121](#) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION, Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9; Name of Case: City of Fort Bragg vs. Mendocino Railway and Does 1-10, Case No.: 21CV00850, Superior Court of the State of California, County of Mendocino

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, MARCH 28, 2022

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 10, 2022.

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).



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Text File

File Number: 22-106

Agenda Date: 3/14/2022

Version: 1

Status: Mayor's Office

In Control: City Council

File Type: Proclamation

Agenda Number: 1A.

Presentation of Proclamation Recognizing March 2022 as "Women's History Month"

P R O C L A M A T I O N
RECOGNIZING MARCH 2022 AS “WOMEN’S HISTORY MONTH”

WHEREAS, Women’s History Month is a celebration of women’s contributions to history, culture and society and has been observed yearly during the month of March in Mendocino County since 1983 and is annually being observed in the United States since 1987. Women’s History Month 2022 will take place from Tuesday, March 1 through Thursday, March 31, 2022; and

WHEREAS, the celebration marks its 39th anniversary in Mendocino County to increase and acknowledge the roles of women at all levels of the community and to become knowledgeable about issues that affect their equality and to foster networks that extend and expand the creative, social, and political strength of women; and

WHEREAS, the 2022 National Women’s History Theme is “Women Providing Healing, Promoting Hope,” a tribute to the ceaseless work of caregivers and frontline workers during the ongoing pandemic and also a recognition of the thousands of ways that women of all cultures have provided both healing and hope throughout history; and

WHEREAS, honoring those who, in both public and private life, provide healing and promote hope for the betterment of all is at the core of the 2022 celebration of Women’s History Month.

NOW, THEREFORE, I, Bernie Norvell, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby proclaim March 2022 as “Women’s History Month.”

Signed this 14th day of March, 2022

BERNIE NORVELL, Mayor

ATTEST:

June Lemos, MMC, City Clerk

No. 02-2022





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Text File

File Number: 22-102

Agenda Date: 3/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Ordinance

Agenda Number: 5A.

Adopt by Title Only and Waive the Second Reading of Ordinance No. 977-2022 Adding Chapter 2.02 (Electronic Filing of Campaign Disclosure Statements and Statements of Economic Interest) to Title 2 (Administration and Personnel) of the Fort Bragg Municipal Code to Mandate Electronic and Paperless Filing of Fair Political Practices Commission Campaign Disclosure Statements and Statements of Economic Interest

On March 14, 2022, the City Council of the City of Fort Bragg is to consider adoption of Ordinance 977-2022, said ordinance having been introduced for first reading (by title only and waiving further reading of the text) on February 28, 2022.

The proposed ordinance adds Chapter 2.02 (Electronic Filing of Campaign Disclosure Statements and Statements of Economic Interest) to Title 2 (Administration and Personnel) of the Fort Bragg Municipal Code. The ordinance mandates electronic and paperless filing of Fair Political Practices Commission Campaign Disclosure Statements and Statements of Economic Interest.

If adopted, the ordinance will become effective on April 13, 2022.

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

**AN ORDINANCE ADDING CHAPTER 2.02
(ELECTRONIC FILING OF CAMPAIGN
DISCLOSURE STATEMENTS AND
STATEMENTS OF ECONOMIC INTEREST)
TO TITLE 2 (ADMINISTRATION AND
PERSONNEL) OF THE FORT BRAGG
MUNICIPAL CODE TO MANDATE
ELECTRONIC AND PAPERLESS FILING OF
FAIR POLITICAL PRACTICES
COMMISSION CAMPAIGN DISCLOSURE
STATEMENTS AND STATEMENTS OF
ECONOMIC INTEREST**

ORDINANCE NO. 977-2022

WHEREAS, California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file such statements, reports, or other documents online or electronically with the City Clerk; and

WHEREAS, the City of Fort Bragg ("City") has entered into an agreement with a vendor approved by the California Secretary of State that meets the requirements set by Government Code Section 84615, to provide an online electronic filing system ("System") for the California Fair Political Practices Commission campaign statements; and

WHEREAS, the System will operate securely and effectively and will not unduly burden filers. Specifically: (1) the System will ensure the integrity of the data and includes safeguards against efforts to temper with, manipulate, alter, or subvert the data; (2) the System will only accept a filing in the standardized record format developed by the Secretary of State and compatible with the Secretary of State's system for receiving an online or electronic filing; and (3) the System will be available free of charge to filers and to the public for viewing filings.

NOW, THEREFORE, the City Council ordains as follows:

Section 1. Findings.

The City Council of the City of Fort Bragg finds and determines as follows:

- A. California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, or committee required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file such statements, reports, or other documents online or electronically with the City Clerk.

- B. The web-based system operated by the City Clerk contains multiple safeguards to protect the integrity and security of the data, it will operate securely and effectively, and it will not unduly burden filers.
- C. The City Clerk will operate the electronic filing system in compliance with the requirements of California Government Code Section 84615 and any other applicable laws.

Section 2. Chapter 2.02 is hereby added to the Fort Bragg Municipal Code as follows:

CHAPTER 2.02 ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS AND STATEMENTS OF ECONOMIC INTEREST

Sections:

- 2.02.010 Purpose and Authority.
- 2.02.020 Basic Requirement.

2.02.010 Purpose and Authority.

- A. The purpose of this ordinance is to require the filing of Campaign Disclosure Statements and Statements of Economic Interest by elected officials, candidates, staff, consultants or committees to be completed electronically. The City Council enacts this ordinance in accordance with the authority granted to cities by state law. This ordinance is intended to supplement, and not conflict with, the Political Reform Act.
- B. While electronic filing of statements will be mandated under this ordinance, the City Clerk, as the City's filing officer, will have the right to accept a paper filing in lieu of an electronic filing at the City Clerk's discretion, under certain circumstances, and to accommodate an Americans with Disabilities Act (ADA) request.

2.02.020 Basic Requirement.

- A. An elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act or designated in the City's local conflict of interest code adopted pursuant to Government Code Section 87300 shall file any required Statement of Economic Interests (Form 700) online or electronically with the City Clerk. Electronic filing is mandatory unless the officer, candidate, or committee is exempt as described in Government Code 84615.
- B. The City Clerk shall issue an electronic confirmation that notifies the filer that the Statement was received, and the notification shall include the date and the time that the Statement was received and the method by which the filer may view and print the data received by the City Clerk. The date of filing for a Statement filed online shall be the day that it is received by the City Clerk.

- C. If the City Clerk’s system is not capable of accepting a Statement due to technical difficulties, a Statement in paper format shall be filed with the City Clerk.
- D. The City Clerk will operate the electronic filing system in compliance with the requirements of California Government Code Section 84615.

Section 3. CEQA Exemption. This proposed ordinance has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). The ordinance is not a project under CEQA Guidelines Section 15378 because it involves administrative activities that will not result in direct or indirect physical changes in the environment.

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

Section 5. Effective Date and Publication. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

The foregoing Ordinance was introduced by Councilmember Peters at a regular meeting of the City Council of the City of Fort Bragg held on February 28, 2022 and adopted at a regular meeting of the City of Fort Bragg held on March 14, 2022 by the following vote:

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

**Bernie Norvell,
Mayor**

ATTEST:

**June Lemos, MMC
City Clerk**

PUBLISH: March 3, 2022 and March 24, 2022 (by summary).
EFFECTIVE DATE: April 13, 2022.



City of Fort Bragg

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Text File

File Number: 22-103

Agenda Date: 3/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5B.

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

RESOLUTION NO. 4521-2022

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

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

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

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

WHEREAS, as of March 1, 2022, the COVID-19 pandemic has killed more than 85,591 Californians; and

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

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

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

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

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

The above and foregoing Resolution was introduced by Councilmember Albin-Smith, seconded by Councilmember Peters, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 14th day of March 2022, by the following vote:

AYES: Councilmembers Albin-Smith, Morsell-Haye, Peters, Rafanan and Mayor Norvell.
NOES: None.
ABSENT: None.

ABSTAIN: None.
RECUSED: None.

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

From: [Annemarie](#)
To: [Lemos, June](#); [Peters, Lindy](#); [Norvell, Bernie](#); [Morsell-Haye, Jessica](#); [Rafanan, Marcia](#); [Albin-Smith, Tess](#)
Subject: public comments, please pull consent calendar items # 5B, 5D, 5F, and 5H 3-14-22
Date: Monday, March 14, 2022 4:54:18 PM

To City Council members and clerk,

Hi,

I am asking you to pull 5B, 5D, 5F, and 5H, from the consent calendar.

Item 5B: Telephonic Meetings should be replaced by onsite meetings with a hybrid option right away.

Item 5F: Please pull this item to discuss apparent deficiencies in the scope of work that are likely setting the City up for failure from the start. There should be some discussion and possible amendment of the scope of work in this RFP that doesn't assume the consultant will be able to reuse the existing studies that were specifically at issue in the objections and litigation concerning the prior MND. This looks as if the scope of work is just going to basically simialr of what has already been determined to not be sufficient. The MND was not ok! We can't pretend that the rest of the MND was fine. This item shouldn't be buried in a consent calendar because how we set up the new CEQA review will set the framework and will set the City up for a likely successful or unsuccessful subsequent review.

Item 5H: As there is no draft letter how can you and the public get more information prior to considering commenting on it. By not providing anything in advance no one is kept abreast. How can you review and approve a letter that you haven't seen? Transparency please!

Item 5D: Please pull this item to discuss how this particular firm was selected and if there were any other proposals. This did not go out for RFP. I am concerned about several aspects of the proposed agreement, including the selection of LACO Associates to provide the Use Permit planning. LACO was the same firm that totally messed up the Grocery Outlet project along with the same staff who are assigned to this planning application review. The projected scope of work and the areas of focus for the CEQA review are leaving off the most controversial areas of study, which includes a complete lack of discussion concerning the traffic flow and pedestrian safety issues presented by moving from the current Pudding Creek location to this site further north and accessed directly off of Highway One where there is no dedicated turn lane or pedestrian facilities. In addition, the site includes a significant public parking prescriptive easement that is not being addressed appropriately (or at least there is no indication that it is being addressed). This proposal also assumes that the project won't need a full EIR, which it will for this complex site.

Thanks, Annemarie Weibel



City of Fort Bragg

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Text File

File Number: 22-104

Agenda Date: 3/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

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

At a special meeting on March 24, 2020, the Fort Bragg City Council ratified the City Manager's Proclamation declaring a local emergency due to COVID-19 in its Resolution No. 4242-2020. Since that date, the Council has adopted 44 resolutions reconfirming the existence of a local emergency. The City is required to reconfirm the existence of a local emergency every 21 days pursuant to Fort Bragg Municipal Code Section 2.24.040.

RESOLUTION NO. 4518-2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, at a regular meeting on November 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4463-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on November 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4473-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on December 13, 2021, the City Council of the City of Fort Bragg adopted Resolution 4480-2021 by which it continued the local emergency; and

WHEREAS, at a special meeting on December 27, 2021, the City Council of the City of Fort Bragg adopted Resolution 4491-2021 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 10, 2022, the City Council of the City of Fort Bragg adopted Resolution 4497-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on January 24, 2022, the City Council of the City of Fort Bragg adopted Resolution 4504-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on February 14, 2022, the City Council of the City of Fort Bragg adopted Resolution 4509-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on February 28, 2022, the City Council of the City of Fort Bragg adopted Resolution 4513-2022 by which it continued the local emergency;

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

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

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

The above and foregoing Resolution was introduced by Councilmember Peters, seconded by Councilmember Albin-Smith, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 14th day of March, 2022 by the following vote:

AYES: Councilmembers Albin-Smith, Morsell-Haye, Peters, Rafanan and Mayor Norvell.
NOES: None.
ABSENT: None.
ABSTAIN: None.
RECUSED: None.

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

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

Text File

File Number: 22-114

Agenda Date: 3/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5D.

Adopt City Council Resolution Approving Professional Services Agreement with Helix Environmental Planning, Inc. for the Environmental Review and CEQA Document Preparation for Use Permit Application UP 3-21 for 1280 N. Main Street Waste Transfer Station and Authorizing the City Manager to Execute Contract (Amount not to Exceed \$41,500, Account No. 119-0000-2702)

The City of Fort Bragg has received a Use Permit Application for a Waste Transfer Station and Recycling Buyback Center to be located at 1280 N. Main. The proposed project requires environmental review in compliance with the California Environmental Quality Act (CEQA). The proposed contract will cover the initial study required and the preparation of the associated CEQA document. The fees associated with the contract are the responsibility of the applicant who has given their consent.

RESOLUTION NO. 4522-2022

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING PROFESSIONAL SERVICES AGREEMENT WITH HELIX ENVIRONMENTAL PLANNING, INC. FOR THE PREPARATION OF AN ENVIRONMENTAL REVIEW AND CEQA DOCUMENT FOR USE PERMIT APPLICATION UP 3-21 FOR 1280 N. MAIN STREET WASTE TRANSFER STATION AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$41,500; ACCOUNT NO. 119-0000-2702)

WHEREAS, on March 2, 2022, the City of Fort Bragg received a Proposal for a Professional Services Agreement (“Contract”) from Helix Environmental Planning, Inc. to perform an environmental review and California Environmental Quality Act (“CEQA”) document preparation for the proposed waste transfer station at 1280 N. Main Street (Use Permit Application UP 3-21); and

WHEREAS, the scope of work will include an air quality/greenhouse gas emissions/energy assessment, noise impact assessment, and preparation of an initial study; and

WHEREAS, the Consultant supplied a scope of work and costs in accordance with the workload required for project completion as described in the contract attached to Professional Services Agreement as Exhibit A; and

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

WHEREAS, the applicant has agreed to pay the full amount associated with this contract through a Developer Deposit Account;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a Professional Services Agreement with Helix Environmental Planning, Inc. to perform an environmental review and CEQA document preparation for the proposed waste transfer station at 1280 N. Main Street (Use Permit Application UP 3-21) and authorize the City Manager to execute contract (amount not to exceed \$41,500; Account No. 119-0000-2702).

The above and foregoing Resolution was introduced by Councilmember Morsell-Haye, seconded by Councilmember Peters, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 14th day of March, 2022, by the following vote:

AYES: Councilmembers Albin-Smith, Morsell-Haye, Peters, Rafanan and Mayor Norvell.
NOES: None.
ABSENT: None.

ABSTAIN: None.
RECUSED: None.

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
HELIX ENVIRONMENTAL PLANNING, INC.**

THIS AGREEMENT is made and entered into this 15th day of March, 2022 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and HELIX ENVIRONMENTAL PLANNING, INC., a California corporation, 11 Natoma Street, Suite 155, Folsom, California 95630 (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide initial study and associated environmental documents for Use Permit UP 3-21, proposed Transfer Station at 1280 N. Main Street, Fort Bragg, as more fully described herein; and

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

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

D. WHEREAS, the legislative body of the City on March 14, 2022 by Resolution No. authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's total compensation shall not exceed **Forty-one Thousand Five Hundred Dollars (\$41,500.00)**.

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 **August 30, 2022**. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

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

4.0. TERM AND TERMINATION

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

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

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

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

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

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

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

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 Associate Planner **Heather Gurewitz**. 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 **Robert Edgerton**, Principal Planner, 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:
Robert Edgerton
HELIX Environmental Planning, Inc.
11 Natoma Street, Suite 155
Folsom, CA 95630
Tel: 916-365-8700

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.

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: _____
David Spaur
Its: City Manager

By: _____
Robert Edgerton, AICP, CEP
Its: Principal Planner

ATTEST:

By: _____
June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

Scope of Work

Project Understanding

Our project understanding incorporates the project description and operations plan for the 1280 N. Main St. [Conditional] Use Permit as compiled by LACO Associates (December 29, 2021). 1280 N. Main St., LLC (Project Applicant) seeks to secure the entitlements necessary to allow for a direct (truck-to-truck) transfer operation, Beverage Container Recycling Center (buy-back center), recycling self-haul area, and customer service office (Proposed Project) on the approximately 7-acre property located at 1280 N. Main Street, Fort Bragg and identified by Assessor's Parcel Number (APN) 069-231-21 (Site). The site is located adjacent to existing industrial uses within the City of Fort Bragg (City), is currently zoned Inland Light Industrial (IL) under the City of Fort Bragg Inland Land Use and Development Code (ILUDC, 2020), and has a land use designation of Light Industrial (I) under the City of Fort Bragg Inland General Plan (Inland General Plan, 2012). The project site is not located in the designated coastal zone.

The direct transfer operation and associated vehicle parking, equipment maintenance, and inventory storage would occur on the southeastern portion of the site (upper site), which would be restricted to employees of the operation and would not be open to the public. The buy-back center, recycling self-haul area, and a customer service office would be located on the northwestern portion of the site (lower site). Both the upper and lower sites would be accessed via an existing encroachment onto N. Main Street (also known as Highway 1), located at the northwest end of the site, with the existing driveway located along the northeast side of the site serving the direct transfer operation and a new driveway for ingress and egress serving the buy-back center, recycling self-haul area, and customer service office.

The proposed project is proposed to be operational by July 1, 2022 in support of curbside collection activities to be completed under a separate franchise agreement between Redwood Waste Solutions, Inc. (RWS) and the City. Once constructed, the proposed project would be operated by RWS.

Proposed improvements would include the following:

- Resurfacing of the existing developed areas (upper site and driveway) with asphalt, concrete, or other improved surface for traction and reduced maintenance. Improvements to these surfaces would require the removal of overgrown vegetation, including but not limited to bunches of pampas grass on the upper site, and the removal of one 32-inch pine tree adjacent to the existing driveway;
- Installation of a ramp and loading platform, comprised of interlocking blocks with compacted gravel fill, for truck-to-truck transfer. The ramp and loading platform would be approximately 4-feet high to allow for a smooth transition from loading platform to transfer trailer, and would be able to accommodate up to four collection trucks, if needed;
- Establishment of parking and storage areas for employee vehicles, and industry-specific vehicles and equipment, such as collection trucks, maintenance/delivery trucks, forklift, and bins and carts;
- Upgrades to the encroachment to Highway 1, as needed, to accommodate a widened ingress/egress to support full build-out of the Project. Should improvements to the existing encroachment be warranted, an encroachment permit from Caltrans must be obtained;

- Construction of a two-way ingress/egress driveway to serve the buy-back center, customer service office, and recycling self-haul area. This driveway would be separated from the driveway utilized by RWS employees for parking and operation of the direct transfer operation with signage;
- Installation of a buy-back center and customer service office on the lower site and a mechanic shop and portable restroom at the upper site, for employee use only;
- Installation of a new well, if required;
- Installation of perimeter fencing, where needed; and,
- Construction of landscaping buffers and Low Impact Development (LID) features adjacent to the lower and upper site development, as necessary.

Our general approach is to rely on previously collected information, including the following studies prepared for the proposed project:

1. Archaeological Survey Report, prepared by Alta Archaeological Consulting (August 2021);
2. Wetlands and Waters Delineation, prepared by LACO Associates (November 2021);
3. Botanical Scoping Survey, prepared by North Coast Resource Management (December 2021).
4. Transportation Impact Study (in preparation by a third-party consultant); and,
5. Phase 1 Environmental Site Assessment (to be prepared by a third-party consultant).

Project Methodology

Task 1: Project Kickoff

1.1: Attend Project Kickoff Meeting

HELIX will staff a virtual project kick-off meeting with the City. Other interested parties, such as the Project Applicant, may also be at attendance. HELIX attendees will include the Project Manager and the Senior Environmental Planner. HELIX will take detailed notes of the kick-off meeting as it pertains to environmental documentation and distribute the same to the project team following the meeting. Key topics of discussion will be the public scoping meeting, project deliverables by other parties (i.e., Transportation Impact Study), and project schedule.

Deliverables

- Project kick-off meeting notes in memorandum/tabular format.

1.2: Project Scoping Meeting

HELIX will attend the project scoping meeting to be conducted by the City and Project Applicant. HELIX assumes the scoping meeting will be in person but may staff virtually depending on public health and safety conditions at the time of the meeting. HELIX assumes no formal role at the meeting other than to collect public comments and assess the level of public scrutiny and/or controversy. Following the public scoping meeting, HELIX will coordinate with the City and Project Applicant to determine the level of CEQA documentation warranted by the proposed project. Documentation beyond the ISMND, outlined in this scope of work, would require additional authorization by the City.

Deliverables

- Public scoping meeting notes in memorandum/tabular format.

Task 2: Perform Field Studies

2.1: Air Quality/Greenhouse Gas Emissions/Energy Assessment

HELIX will analyze the potential for air quality impacts for the proposed project in accordance with the Mendocino County Air Quality Management District (MCAQMD) regulations. The MCAQMD provides guidance to evaluate plans for new projects that involve installing, altering, or operating equipment that may cause air pollution. An assessment of construction and operation emissions will be conducted using MCAQMD thresholds. HELIX's analysis will qualitatively address exposure of sensitive receptors to toxic air contaminants, conformance to applicable air quality plans, and odors. The results of the air quality analysis will be integrated directly into the CEQA document with supporting data attached as an appendix. No emissions modeling is included in this Scope of Services for project construction, operation, and/or CO hotspot analyses.

HELIX will coordinate with the City to estimate data relative to anticipated energy and water use, project design features that will reduce energy use and GHG emissions, and other data relative to operational GHG emissions for the proposed project. HELIX will calculate GHG emissions for total construction and annual operations of the project using CalEEMod. Significance will be determined by demonstrating consistency with the State's strategy to achieve the goals set forth by Assembly Bill 32, the California Global Warming Solutions Act of 2006. Significance will also be assessed by considering whether implementation of the project would conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs. The GHG analysis will identify mitigation measures, if needed, to mitigate potential impacts. The results of the GHG analysis will be integrated directly in the CEQA document with supporting data attached as an appendix.

Deliverables

- Air Quality/Greenhouse Gas Emission/Energy Assessment letter report with technical appendices as needed.

2.2: Noise Impact Assessment

HELIX will conduct a field inspection of the proposed project site (focused on the various locations of the proposed project), document and photograph surrounding developments and land features, and measure the current ambient traffic noise impacting the project site. Modeling will use using the Computer Aided Noise Abatement (CADNA) implementation of the Transportation Noise Model (TNM), version 2.5.

Proposed generator noise impacts will be analyzed for the following conditions: Existing and Existing + Project. If the generator noise levels exceed the Community Standards at proposed outdoor usable area(s), barrier locations and heights to obtain the required exterior use area noise levels will be analyzed. Construction noise and vibration analysis will be provided based on construction planning information supplied by the City. HELIX will prepare a noise model of the proposed project, including project-derived noise sources. The results of the noise impact analysis will be presented in letter report format with supporting data attached as an appendix.

Deliverables

- Noise Impact Assessment letter report with appended technical results.

Task 3: Prepare Initial Study/Mitigated Negative Declaration

3.1: Administrative Draft ISMND

HELIX proposes that an ISMND will be prepared for the proposed project to satisfy CEQA Guideline requirements. Although highly unlikely, if it is determined that potential environmental effects resulting from the project would be significant and unmitigable, or if the City requests a different CEQA document, HELIX would need to modify the Scope of Services (and cost estimate) outlined below.

The Administrative Draft ISMND will include a detailed description of the proposed project, an Initial Study checklist prepared in accordance with Appendix G of the CEQA Guidelines and supporting figures. The Initial Study checklist will analyze the project's potential environmental effects. Unless outlined above, it is assumed that any project-specific technical reports that may be required by the City will be provided to HELIX as necessary. The ISMND impact assessment will include a qualitative impact evaluation for the remaining environmental topic areas indicated in the Initial Study checklist.

Deliverables

- Administrative Draft ISMND submitted electronically (Adobe Acrobat PDF™ format).

3.2: Pre-Print Draft ISMND

Following submittal of the Administrative Draft ISMND, the City will be afforded the time needed to review and compile comments for HELIX's consideration. A single set of written comments on the Administrative Draft ISMND is envisioned; we equally assume that no additional modeling or field investigations will be required to rectify City comments. All comments are assumed to be minor in nature. HELIX suggests that the Administrative Draft ISMND not be shared with outside parties as this may constitute release of a public review draft ISMND prematurely.

Following receipt of the single-round of comments on the Administrative Draft ISMND, HELIX will prepare a comment/response matrix to clearly track edits made to the ISMND. The resulting Pre-Print Draft ISMND will be submitted to the City along with the comment/response matrix. HELIX assumes that the City will approve the Pre-Print Draft ISMND without further revision.

Deliverables

- Pre-Print Draft ISMND and comment/response matrix submitted electronically (Adobe Acrobat PDF™ format).

3.3: Public Review Draft ISMND

HELIX will produce an electronic version of the Public Review Draft ISMND for the proposed project for City distribution via the State Clearinghouse. In addition, HELIX will produce up to five hardcopies of the Public Review Draft ISMND for the City's use. A reproducible original of the Public Review Draft ISMND and a digital copy in Microsoft Word® (.doc or .docx) and/or Adobe Acrobat® (.pdf) formats also will be provided to the City.

HELIX will prepare a Notice of Intent to Adopt the ISMND for the project for review and approval by the City. The City shall be responsible for distribution of the Public Review Draft ISMND (including the required copies to the State Clearinghouse), filing the Notice of Intent with the Mendocino County Clerk, publishing a public notice in a local newspaper as needed, and notifying surrounding property owners of the availability of the Public Review Draft ISMND, as warranted.

Deliverables

- Public Review Draft ISMND (submitted electronically in Adobe Acrobat PDF™ format and five hardcopies); Notice of Intent to Adopt the ISMND.

3.4: Response to Comments / Final ISMND

In consultation with the City, HELIX will respond to comments received on the content of the Public Review Draft ISMND during public review of the document. HELIX has budgeted 16 hours of professional time to respond to comments on the contents and conclusions; it is further assumed that the technical analyses will not require revision. The responses to comments and revisions to the Public Review Draft ISMND (as needed) will be incorporated into an errata document and/or Final ISMND per the City's preference. HELIX will also prepare a draft and final MMRP for the project.

HELIX will prepare the Notice of Determination (NOD) for the project for review and approval by City. HELIX will file the NOD at the Mendocino County Clerk within five business days after approval of the project and adoption of the Final ISMND. The City shall be responsible for filing the NOD with the State Clearinghouse as the CEQA Lead Agency. The City shall bear the cost of Mendocino County Clerk and California Department of Fish and Wildlife filing fees for the project.

Deliverables

- Response to Comments; MMRP; NOD; Final ISMND (or errata document, as preferred).

3.5: Meetings / Project Management

HELIX will provide project management services as the project undergoes environmental processing. Management tasks consist of formal and informal coordination with the project team, City staff, and interested parties (i.e., project applicant). Coordination will take the form of telephone conversations, face-to-face discussions, and email. Other management responsibilities will include interface with City staff on project description information, tracking project budget, and reviewing schedule progress. If preparation and approval of the environmental document takes longer than four months to complete, additional management time at additional cost may be required.

HELIX has budgeted a total of 16 hours for meeting support. If additional meeting time is requested, a budget augment would be required.

Deliverables

- N/A

Assumptions

The following list of assumptions are a key component of our proposed scope of services.

- Based upon the results of the public scoping meeting, HELIX will advise the City as to the proper level of CEQA documentation needed (currently assumed to be an ISMND). If warranted and necessary, preparation of an Environmental Impact Report (EIR) by HELIX would require additional authorization by the City.
- HELIX assumes that Caltrans’ role in regards to the proposed project will be as a trustee agency under CEQA; the City and/or project applicant may need to seek an encroachment permit from this agency. Caltrans oversight and/or review of internal CEQA documentation under this scope of services is not envisioned.
- Technical studies deemed necessary towards completion of this scope of services that have not been expressly identified will be provided by the City. This includes the previously mentioned Transportation Impact Study and Phase 1 Environmental Site Assessment.

Schedule

HELIX understands that timing is of the essence for successful completion of CEQA documentation for the proposed project. Assuming we receive notice to proceed by March 7, 2022, HELIX believes that the proposed project could be included on the agenda for the City Planning Commission hearing in July 2022. A conceptual schedule is outlined below:

Task	Duration	Date
HELIX receives Notice to Proceed/Project kick-off meeting	--	3/7/2022
HELIX undertakes field studies (Tasks 2.1-2.2)	4 weeks	4/7/2022
HELIX prepares Administrative Draft ISMND	2 weeks	4/21/2022
City review of Administrative Draft ISMND	2 weeks	5/7/2022
HELIX prepares comment/response matrix and Pre-Print ISMND	1 week	5/15/2022
City review/approval of Pre-Print ISMND	1 week	5/21/2022
HELIX prepare Public Review Draft ISMND; City distributes	1 week	5/30/2022
30-Day Public comment period closes	4 weeks	6/30/2022
HELIX assists City with response to public comments (Final ISMND or errata document); HELIX prepares Mitigation Monitoring and Reporting Program	1 week	7/7/2022
HELIX supports City staff at Public Hearing	--	July 2022

Quality Assurance/Quality Control Procedures

HELIX has an excellent reputation for delivery of top-quality work products on time and within estimated budgets. To ensure the high quality of both our analytical and documentation processes, HELIX has developed a Quality Assurance/Quality Control (QA/QC) program, which is applied to all deliverables. The fundamental objectives of HELIX’s QA/QC Program are to ensure not only that the work product fulfills a task’s scope of services, but also that the specific needs of the client are both fully defined and met. HELIX ensures a thorough review for each major deliverable prior to submittal. Technical sections of the environmental document and technical studies are reviewed by the project team’s senior staff member associated with the topic for technical accuracy and completeness. Technical sections and studies are also reviewed by the Project Manager for accuracy in addressing the specifics of the project,

meeting City’s expectations, and compliance with the scope of work. In addition, documents will be reviewed by HELIX’s technical editor/production manager as part of the document production phase. This is our across-the-board commitment to quality control.

To help accomplish accounting-related assurance, HELIX uses Deltek VantagePoint™ software to manage project budgets. As an accounting package utilized by many planning and engineering firms, Deltek VantagePoint™ provides real-time, on-demand reporting of time and expenses allocated to a project for any timespan by project, phase, task, or employee. HELIX’s project managers regularly review project budgets, invoices and all project charges to ensure accurate billing and real-time budget tracking.

Cost Estimate

HELIX’s cost estimate to perform the service list in this proposal shall not to exceed \$41,500, which is provided below in a breakdown by task. Payment terms are net 30 days pursuant to our standard terms and conditions identified in Exhibit A, Terms and Conditions. All work shall be invoiced on a time-and-materials basis pursuant to Exhibit B, Schedule of Fees.

<u>Task Number</u>	<u>Task Name</u>	<u>Cost</u>
1.1	Kickoff Meeting	\$1,500
1.2	Public Scoping Meeting	\$3,250
2.1	Air Quality/Greenhouse Gas Emissions/Energy	\$6,500
2.2	Noise Impact Assessment	\$6,500
3.1	Administrative Draft ISMND	\$13,500
3.2	Pre-print Draft ISMND	\$2,000
3.3	Public Review Draft ISMND	\$2,000
3.4	Response to Comments/Final ISMND	\$3,125
3.5	<u>Meetings/Project Management</u>	<u>\$3,125</u>
	TOTAL	\$41,500



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER and INSURED information, including contact details for Stephanie Zuniga and insurance providers like Everest Indemnity Insurance Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table listing various insurance coverages (A, B, C) with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Excess Liability policy follows the General Liability, Contractors Pollution Liability, Professional Liability, Auto Liability & Employers Liability.

Professional Liability Retroactive Date 10/01/1991
Cyber Liability: \$5,000,000
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER CANCELLATION

Table for Certificate Holder (City of Fort Bragg) and Cancellation details, including an authorized representative signature.

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Assured Partners of CA Insurance Services, LLC dba: Wateridge Insurance Services		NAMED INSURED Helix Environmental Planning, Inc. 7578 El Cajon Blvd., Suite 200 La Mesa, CA 91942	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Policy#: W2E429210101
Policy Period: 04/01/2021 to 04/01/2022

The City of Fort Bragg, its officers, officials, employees, and volunteers are named Additional Insured's with respects to General Liability per attached. Coverage is Primary and Non-Contributory. Worker's Compensation Waiver of Subrogation applies.

RE: Insured's operations performed under written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE FORM

SCHEDULE

<p>Designated Person or Organization: Blanket where required by written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and we will not seek contribution from any other insurance available to the person or organization designated in the Schedule above which you have agreed to insure under this Policy provided that:

- (1) Such person or organization is an insured under this Policy; and
- (2) An "insured contract" requires this insurance to be primary.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any owner, lessee or contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of the loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or a "pollution incident" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Liability and Deductible:

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

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

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

All other terms and conditions of this Policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

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

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

The additional premium for this endorsement shall be \$ 500

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

Person or Organization	Job Description
Any person or organization for which the insured has agreed by written contract.	All CA Operations

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

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

Endorsement Effective 04/01/2021	Policy No. WCV 5504168	Endorsement No. 000
Insured HELIX ENVIRONMENTAL PLANNING,		
Insurance Company COMPWEST INSURANCE COMPANY	Countersigned by _____	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION – ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Blanket where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Solely with respect to coverage provided under Coverages **A, B, and C, Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

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

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Deductible:**

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

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

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

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any owner, lessee or contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of the loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or a "pollution incident" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Liability and Deductible:

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

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

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

All other terms and conditions of this Policy remain unchanged.

From: [Annemarie](#)
To: [Lemos, June](#); [Peters, Lindy](#); [Norvell, Bernie](#); [Morsell-Haye, Jessica](#); [Rafanan, Marcia](#); [Albin-Smith, Tess](#)
Subject: public comments, please pull consent calendar items # 5B, 5D, 5F, and 5H 3-14-22
Date: Monday, March 14, 2022 4:54:18 PM

To City Council members and clerk,

Hi,

I am asking you to pull 5B, 5D, 5F, and 5H, from the consent calendar.

Item 5B: Telephonic Meetings should be replaced by onsite meetings with a hybrid option right away.

Item 5F: Please pull this item to discuss apparent deficiencies in the scope of work that are likely setting the City up for failure from the start. There should be some discussion and possible amendment of the scope of work in this RFP that doesn't assume the consultant will be able to reuse the existing studies that were specifically at issue in the objections and litigation concerning the prior MND. This looks as if the scope of work is just going to basically simialr of what has already been determined to not be sufficient. The MND was not ok! We can't pretend that the rest of the MND was fine. This item shouldn't be buried in a consent calendar because how we set up the new CEQA review will set the framework and will set the City up for a likely successful or unsuccessful subsequent review.

Item 5H: As there is no draft letter how can you and the public get more information prior to considering commenting on it. By not providing anything in advance no one is kept abreast. How can you review and approve a letter that you haven't seen? Transparency please!

Item 5D: Please pull this item to discuss how this particular firm was selected and if there were any other proposals. This did not go out for RFP. I am concerned about several aspects of the proposed agreement, including the selection of LACO Associates to provide the Use Permit planning. LACO was the same firm that totally messed up the Grocery Outlet project along with the same staff who are assigned to this planning application review. The projected scope of work and the areas of focus for the CEQA review are leaving off the most controversial areas of study, which includes a complete lack of discussion concerning the traffic flow and pedestrian safety issues presented by moving from the current Pudding Creek location to this site further north and accessed directly off of Highway One where there is no dedicated turn lane or pedestrian facilities. In addition, the site includes a significant public parking prescriptive easement that is not being addressed appropriately (or at least there is no indication that it is being addressed). This proposal also assumes that the project won't need a full EIR, which it will for this complex site.

Thanks, Annemarie Weibel



City of Fort Bragg

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

Text File

File Number: 22-118

Agenda Date: 3/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5E.

Adopt City Council Resolution Establishing a City of Fort Bragg Master Salary Rate Compensation Plan Confirming the Pay Rates/Ranges for All City of Fort Bragg Established Classifications

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

The attached Salary Rate Compensation Schedule reflects Mid-Management COLAs effective 1/2/2022 that were approved on June 28, 2021 by City Council Resolution 4408-2021.

RESOLUTION NO. 4520-2022

RESOLUTION OF THE FORT BRAGG CITY COUNCIL ESTABLISHING A CITY OF FORT BRAGG MASTER SALARY RATE COMPENSATION PLAN CONFIRMING PAY RATES/RANGES FOR ALL CITY OF FORT BRAGG ESTABLISHED CLASSIFICATIONS

WHEREAS, the Fort Bragg City Council approves all salary schedules which include classification titles and compensation rates; and

WHEREAS, the establishment of this Resolution meets the requirements of California Regulations Section 570.5 as confirmed by the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the City of Fort Bragg City Council approved Resolution 4408-2021 on June 28, 2021 to implement a cost of living adjustment for mid-management employees that is effective the first full pay period in January 2022; and

WHEREAS, CalPERS code requires the City to have a publicly adopted and posted salary schedule; and

WHEREAS, the compensation schedule has not been updated to reflect the previously approved cost of living increase for Mid-Management employees; and

WHEREAS, the full salary schedule is allocated in the Proposed FY 2021/2022 budget; and

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

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

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby adopt the City of Fort Bragg Master Salary Rate Compensation Plan as presented in "Exhibit A" effective retroactive to January 2, 2022.

The above and foregoing Resolution was introduced by Councilmember Peters, seconded by Councilmember Albin-Smith, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 14th day of March, 2022, by the following vote:

AYES: Councilmembers Albin-Smith, Morsell-Haye, Rafanan and Mayor Norvell.
NOES: None.
ABSENT: None.
ABSTAIN: Peters.
RECUSED: None.

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.02.2022 Resolution 4408-2021 Mid-Management authorized Cost of Living Adjustment.

				Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Analyst (Confidential; Non-Bargaining)								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
Administrative Assistant - Administration (FBEO)								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
Administrative Assistant - Community Development (FBEO)								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
Administrative Assistant - Police (FBEO)								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
Assistant City Engineer (FBEO)								
Hourly				31.96	33.56	35.24	37.00	38.85
Bi-Weekly				2,556.80	2,684.80	2,819.20	2,960.00	3,108.00
Monthly				5,539.73	5,817.07	6,108.27	6,413.33	6,734.00
Annual				66,476.80	69,804.80	73,299.20	76,960.00	80,808.00
Assistant Finance Director (Mid-Management; Non-Bargaining)								
Hourly				39.03	40.98	43.03	45.18	47.44
Bi-Weekly				3,122.40	3,278.40	3,442.40	3,614.40	3,795.20
Monthly				6,765.20	7,103.20	7,458.53	7,831.20	8,222.93
Annual				81,182.40	85,238.40	89,502.40	93,974.40	98,675.20
Assistant Planner (FBEO)								
Hourly				30.45	31.97	33.57	35.25	37.01
Bi-Weekly				2,436.00	2,557.60	2,685.60	2,820.00	2,960.80
Monthly				5,278.00	5,541.47	5,818.80	6,110.00	6,415.07
Annual				63,336.00	66,497.60	69,825.60	73,320.00	76,980.80

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.02.2022 Resolution 4408-2021 Mid-Management authorized Cost of Living Adjustment.

				Step 1	Step 2	Step 3	Step 4	Step 5
Assistant to the City Manager (Mid-Management; Non-Bargaining)								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
Associate Planner (FBEO)								
Hourly				31.53	33.11	34.77	36.51	38.34
Bi-Weekly				2,522.40	2,648.80	2,781.60	2,920.80	3,067.20
Monthly				5,465.20	5,739.07	6,026.80	6,328.40	6,645.60
Annual				65,582.40	68,868.80	72,321.60	75,940.80	79,747.20
City Clerk (Mid-Management; Non-Bargaining)								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
City Councilmember (Elected)								
Hourly								
Bi-Weekly				138.46				
Monthly				300.00				
Annual				3,600.00	Plus \$100/mo for Special District Meeting			
City Manager (Executive; At Will; Contract)								
Hourly				76.30				
Bi-Weekly				6,104.12				
Monthly				13,225.58				
Annual				158,707.00				
City Manager (Temporary Executive; At Will)								
Hourly				76.30				
Code Enforcement Officer (FBEO)								
Hourly				30.45	31.97	33.57	35.25	37.01
Bi-Weekly				2,436.00	2,557.60	2,685.60	2,820.00	2,960.80
Monthly				5,278.00	5,541.47	5,818.80	6,110.00	6,415.07
Annual				63,336.00	66,497.60	69,825.60	73,320.00	76,980.80
Community Services Officer (FBPA)								
Hourly				21.42	22.49	23.61	24.79	26.03
Bi-Weekly				1,713.60	1,799.20	1,888.80	1,983.20	2,082.40
Monthly				3,712.80	3,898.27	4,092.40	4,296.93	4,511.87
Annual				44,553.60	46,779.20	49,108.80	51,563.20	54,142.40
Construction Project Manager (Mid-Management; Non-Bargaining)								
Hourly				41.97	44.07	46.27	48.58	51.01
Bi-Weekly				3,357.60	3,525.60	3,701.60	3,886.40	4,080.80
Monthly				7,274.80	7,638.80	8,020.13	8,420.53	8,841.73
Annual				87,297.60	91,665.60	96,241.60	101,046.40	106,100.80

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.02.2022 Resolution 4408-2021 Mid-Management authorized Cost of Living Adjustment.

				Step 1	Step 2	Step 3	Step 4	Step 5
Construction Project Manager (Temporary, Part-time, At-Will)								
				41.97	44.07	46.27	48.58	51.01
Director - Community Development Department (Executive; At Will)								
Hourly				47.85	50.24	52.75	55.39	58.16
Bi-Weekly				3,828.00	4,019.20	4,220.00	4,431.20	4,652.80
Monthly				8,294.00	8,708.27	9,143.33	9,600.93	10,081.07
Annual				99,528.00	104,499.20	109,720.00	115,211.20	120,972.80
Director of Public Works (Executive; At Will)								
Hourly				47.85	50.24	52.75	55.39	58.16
Bi-Weekly				3,828.00	4,019.20	4,220.00	4,431.20	4,652.80
Monthly				8,294.00	8,708.27	9,143.33	9,600.93	10,081.07
Annual				99,528.00	104,499.20	109,720.00	115,211.20	120,972.80
Engineering Technician (FBEO)								
Hourly				28.99	30.44	31.96	33.56	35.24
Bi-Weekly				2,319.20	2,435.20	2,556.80	2,684.80	2,819.20
Monthly				5,024.93	5,276.27	5,539.73	5,817.07	6,108.27
Annual				60,299.20	63,315.20	66,476.80	69,804.80	73,299.20
Environmental Compliance Coordinator (FBEO)								
Hourly				33.53	35.21	36.97	38.82	40.76
Bi-Weekly				2,682.40	2,816.80	2,957.60	3,105.60	3,260.80
Monthly				5,811.87	6,103.07	6,408.13	6,728.80	7,065.07
Annual				69,742.40	73,236.80	76,897.60	80,745.60	84,780.80
Finance Technician I (FBEO)								
Hourly				21.34	22.41	23.53	24.71	25.95
Bi-Weekly				1,707.20	1,792.80	1,882.40	1,976.80	2,076.00
Monthly				3,698.93	3,884.40	4,078.53	4,283.07	4,498.00
Annual				44,387.20	46,612.80	48,942.40	51,396.80	53,976.00
Finance Technician II (FBEO)								
Hourly				23.53	24.71	25.95	27.25	28.61
Bi-Weekly				1,882.40	1,976.80	2,076.00	2,180.00	2,288.80
Monthly				4,078.53	4,283.07	4,498.00	4,723.33	4,959.07
Annual				48,942.40	51,396.80	53,976.00	56,680.00	59,508.80
Finance Technician III (FBEO)								
Hourly				25.93	27.23	28.59	30.02	31.52
Bi-Weekly				2,074.40	2,178.40	2,287.20	2,401.60	2,521.60
Monthly				4,494.53	4,719.87	4,955.60	5,203.47	5,463.47
Annual				53,934.40	56,638.40	59,467.20	62,441.60	65,561.60

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.02.2022 Resolution 4408-2021 Mid-Management authorized Cost of Living Adjustment.

				Step 1	Step 2	Step 3	Step 4	Step 5
Government Accountant I (FBEO)								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
Grant Manager (Mid-Management; Non-Bargaining)								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
Grants Coordinator (FBEO)								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
Housing and Economic Development Coordinator (Confidential; Non-Bargaining)								
Hourly				31.97	33.57	35.25	37.01	38.86
Bi-Weekly				2,557.60	2,685.60	2,820.00	2,960.80	3,108.80
Monthly				5,541.47	5,818.80	6,110.00	6,415.07	6,735.73
Annual				66,497.60	69,825.60	73,320.00	76,980.80	80,828.80
Human Resources Analyst (Confidential; Non-Bargaining)								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
Intern (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				18.00				
Laborer (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				18.00				
Maintenance Worker I - Janitor (FBEO)								
Hourly				17.19	18.05	18.95	19.90	20.90
Bi-Weekly				1,375.20	1,444.00	1,516.00	1,592.00	1,672.00
Monthly				2,979.60	3,128.67	3,284.67	3,449.33	3,622.67
Annual				35,755.20	37,544.00	39,416.00	41,392.00	43,472.00
Maintenance Worker II (FBEO)								
Hourly				22.73	23.87	25.06	26.31	27.63
Bi-Weekly				1,818.40	1,909.60	2,004.80	2,104.80	2,210.40
Monthly				3,939.87	4,137.47	4,343.73	4,560.40	4,789.20
Annual				47,278.40	49,649.60	52,124.80	54,724.80	57,470.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.02.2022 Resolution 4408-2021 Mid-Management authorized Cost of Living Adjustment.

				Step 1	Step 2	Step 3	Step 4	Step 5
Maintenance Worker III (FBEO)								
Hourly				23.87	25.06	26.31	27.63	29.01
Bi-Weekly				1,909.60	2,004.80	2,104.80	2,210.40	2,320.80
Monthly				4,137.47	4,343.73	4,560.40	4,789.20	5,028.40
Annual				49,649.60	52,124.80	54,724.80	57,470.40	60,340.80
Maintenance Worker IV (FBEO)								
Hourly				25.05	26.30	27.62	29.00	30.45
Bi-Weekly				2,004.00	2,104.00	2,209.60	2,320.00	2,436.00
Monthly				4,342.00	4,558.67	4,787.47	5,026.67	5,278.00
Annual				52,104.00	54,704.00	57,449.60	60,320.00	63,336.00
Maintenance Worker Lead (FBEO)								
Hourly				27.55	28.93	30.38	31.90	33.50
Bi-Weekly				2,204.00	2,314.40	2,430.40	2,552.00	2,680.00
Monthly				4,775.33	5,014.53	5,265.87	5,529.33	5,806.67
Annual				57,304.00	60,174.40	63,190.40	66,352.00	69,680.00
Mechanic (FBEO)								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
Office Assistant (Temporary Position)								
Hourly				20.00				
Operations Manager (Mid-Management; Non-Bargaining)								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
Operations Supervisor (FBEO)								
Hourly				33.53	35.21	36.97	38.82	40.76
Bi-Weekly				2,682.40	2,816.80	2,957.60	3,105.60	3,260.80
Monthly				5,811.87	6,103.07	6,408.13	6,728.80	7,065.07
Annual				69,742.40	73,236.80	76,897.60	80,745.60	84,780.80
Police Captain (Mid-Management; Non-Bargaining)								
Hourly				54.09	56.79	59.63	62.61	65.74
Bi-Weekly				4,327.20	4,543.20	4,770.40	5,008.80	5,259.20
Monthly				9,375.60	9,843.60	10,335.87	10,852.40	11,394.93
Annual				112,507.20	118,123.20	124,030.40	130,228.80	136,739.20
Police Chief (Executive; At Will)								
Hourly				67.17	70.53	74.06	77.76	81.65
Bi-Weekly				5,373.60	5,642.40	5,924.80	6,220.80	6,532.00
Monthly				11,642.80	12,225.20	12,837.07	13,478.40	14,152.67
Annual				139,713.60	146,702.40	154,044.80	161,740.80	169,832.00

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.02.2022 Resolution 4408-2021 Mid-Management authorized Cost of Living Adjustment.

				Step 1	Step 2	Step 3	Step 4	Step 5
Interim Police Chief (Temporary Executive; At Will)								
Hourly				67.17	70.53	74.06	77.76	81.65
Police Sergeant Intermediate POST (FBPA)								
Hourly				40.47	42.49	44.61	46.84	49.18
Bi-Weekly				3,237.60	3,399.20	3,568.80	3,747.20	3,934.40
Monthly				7,014.80	7,364.93	7,732.40	8,118.93	8,524.53
Annual				84,177.60	88,379.20	92,788.80	97,427.20	102,294.40
Police Sergeant Advance POST (FBPA)								
Hourly				42.79	44.93	47.18	49.54	52.02
Bi-Weekly				3,423.20	3,594.40	3,774.40	3,963.20	4,161.60
Monthly				7,416.93	7,787.87	8,177.87	8,586.93	9,016.80
Annual				89,003.20	93,454.40	98,134.40	103,043.20	108,201.60
Police Officer Basic POST (FBPA)								
Hourly				31.50	33.08	34.73	36.47	38.29
Bi-Weekly				2,520.00	2,646.40	2,778.40	2,917.60	3,063.20
Monthly				5,460.00	5,733.87	6,019.87	6,321.47	6,636.93
Annual				65,520.00	68,806.40	72,238.40	75,857.60	79,643.20
Police Officer Intermediate POST (FBPA)								
Hourly				33.08	34.73	36.47	38.29	40.20
Bi-Weekly				2,646.40	2,778.40	2,917.60	3,063.20	3,216.00
Monthly				5,733.87	6,019.87	6,321.47	6,636.93	6,968.00
Annual				68,806.40	72,238.40	75,857.60	79,643.20	83,616.00
Police Officer Advance POST (FBPA)								
Hourly				34.70	36.44	38.26	40.17	42.18
Bi-Weekly				2,776.00	2,915.20	3,060.80	3,213.60	3,374.40
Monthly				6,014.67	6,316.27	6,631.73	6,962.80	7,311.20
Annual				72,176.00	75,795.20	79,580.80	83,553.60	87,734.40
Police Recruit (1040 hours; FBPA)								
Hourly				27.07				
Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Public Works Administrative Analyst (FBEO)								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
https://fortbragg.applicantpro.com/jobs/2145247.html								
Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)								
Hourly				18.00				

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.02.2022 Resolution 4408-2021 Mid-Management authorized Cost of Living Adjustment.

				Step 1	Step 2	Step 3	Step 4	Step 5
Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Senior Government Accountant (Mid-Management; Non-Bargaining)								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
Senior Planner (Mid-Management; Non-Bargaining)								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
Systems Analyst - Lead (Confidential; Non-Bargaining)								
Hourly				31.97	33.57	35.25	37.01	38.86
Bi-Weekly				2,557.60	2,685.60	2,820.00	2,960.80	3,108.80
Monthly				5,541.47	5,818.80	6,110.00	6,415.07	6,735.73
Annual				66,497.60	69,825.60	73,320.00	76,980.80	80,828.80
Systems Analyst (Confidential; Non-Bargaining)								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
Systems Technician (FBEO)								
Hourly				21.93	23.03	24.18	25.39	26.66
Bi-Weekly				1,754.40	1,842.40	1,934.40	2,031.20	2,132.80
Monthly				3,801.20	3,991.87	4,191.20	4,400.93	4,621.07
Annual				45,614.40	47,902.40	50,294.40	52,811.20	55,452.80
Treatment Plant Operator-in-Training (FBEO)								
Hourly				19.49	20.46	21.48	22.55	23.68
Bi-Weekly				1,559.20	1,636.80	1,718.40	1,804.00	1,894.40
Monthly				3,378.27	3,546.40	3,723.20	3,908.67	4,104.53
Annual				40,539.20	42,556.80	44,678.40	46,904.00	49,254.40
Treatment Plant Operator I (FBEO)								
Hourly				24.19	25.40	26.67	28.00	29.40
Bi-Weekly				1,935.20	2,032.00	2,133.60	2,240.00	2,352.00
Monthly				4,192.93	4,402.67	4,622.80	4,853.33	5,096.00
Annual				50,315.20	52,832.00	55,473.60	58,240.00	61,152.00
Treatment Plant Operator II (FBEO)								
Hourly				25.41	26.68	28.01	29.41	30.88
Biweekly				2,032.80	2,134.40	2,240.80	2,352.80	2,470.40
Monthly				4,404.40	4,624.53	4,855.07	5,097.73	5,352.53
Annual				52,852.80	55,494.40	58,260.80	61,172.80	64,230.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 01.02.2022 Resolution 4408-2021 Mid-Management authorized Cost of Living Adjustment.

				Step 1	Step 2	Step 3	Step 4	Step 5
Treatment Plant Operator - Wastewater, Lead (FBEO)								
Hourly				29.22	30.68	32.21	33.82	35.51
Biweekly				2,337.60	2,454.40	2,576.80	2,705.60	2,840.80
Monthly				5,064.80	5,317.87	5,583.07	5,862.13	6,155.07
Annual				60,777.60	63,814.40	66,996.80	70,345.60	73,860.80
Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)								
Hourly				30.68	32.21	33.82	35.51	37.29
Biweekly				2,454.40	2,576.80	2,705.60	2,840.80	2,983.20
Monthly				5,317.87	5,583.07	5,862.13	6,155.07	6,463.60
Annual				63,814.40	66,996.80	70,345.60	73,860.80	77,563.20



City of Fort Bragg

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

Text File

File Number: 22-120

Agenda Date: 3/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Scope of Work

Agenda Number: 5F.

Approve Scope of Work for Request for Proposals for Environmental Impact Report for Proposed Grocery Outlet Project at 825, 845 and 851 S. Franklin Street

On February 28, 2022, City Council adopted a resolution vacating approvals for Coastal Development Permit 8-19, Design Review 1-19, and Parcel Merger 1-19 for the Grocery Outlet project at 825, 845 and 851 S. Franklin Street. The previous applicant for the Grocery Outlet project has notified the City that they will reapply for new permits. They have requested that the City begin the necessary steps to complete an Environmental Impact Report (EIR) on the project site. The applicant has established a Developer Deposit Account and has agreed to cover the cost of the scope of services for a Request for Proposals (RFP). Council approval is required for the Scope of Work before the RFP can be issued.



CITY OF FORT BRAGG

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO PREPARE AN ENVIRONMENTAL IMPACT REPORT FOR A PROPOSED GROCERY OUTLET

The City of Fort Bragg is seeking proposals from qualified professional consulting services interested in contracting with the City of Fort Bragg to prepare an Environmental Impact Report for a Grocery Outlet.

SCOPE OF SERVICES

The work of the environmental review team will be managed by, and under contract with, the City of Fort Bragg. This contract will include the following major tasks, some of which are detailed in the following sections:

1. Project Management
2. Kick off Meeting
3. Review Project Description, Prepare Initial Study, Issue Notice of Preparation (NOP)
4. Evaluation of existing technical information
5. Evaluation of environmental issues and identification of additional required technical information
6. Incorporation of technical information into the required environmental documentation
7. Consultation with State agencies in cooperation with City
8. Scoping session with the public
9. Prepare Administrative Draft EIR pursuant to the California Environmental Quality Act
10. Respond to internal review of Administrative Draft EIR
11. Prepare and circulate Draft EIR
12. Notice and hold public hearing on Draft EIR (Planning Commission meeting)
13. Prepare administrative draft of response to comments and draft responses sent to public agencies ten days before hearing
14. Internal Review of administrative draft of Final EIR
15. Prepare Final EIR and Response to Comments
16. Prepare CEQA resolution and required findings
17. Prepare Statement of Overriding Considerations
18. Participation and presentation of findings in meeting with Fort Planning Commission

Project Management. The Consultant will assign a Project Manager to be responsible for and oversee all aspects of the Consultant's work, provide quality control of work products, supervise sub-consultants (if any), assure work is accomplished within budget and on an agreed upon schedule. The Project Manager will prepare a schedule for the consultant team's activities, attend a kick-off meeting with City staff and key EIR staff members, and conduct weekly and/or biweekly

phone check-ins with City staff during preparation of EIR sections in order to review EIR preparation activities, coordinate on EIR needs, review any schedule or budget issues that may arise.

Kick-Off Meeting. 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.

Prepare the Notice of Preparation (NOP). The selected consultant will be asked to review the project description, identify any additional needs, and prepare the draft NOP, including an environmental scoping study that describes the topics to be analyzed in the EIR. (The City of Fort Bragg will be responsible for circulation of the Notice of Preparation to the appropriate local, State, and Federal agencies). All comment letters received during the NOP/scoping process, shall be included in an appendix to the EIR. In addition, a matrix indicating where comments are incorporated and responded to in the Draft EIR (DEIR) shall be provided.

Evaluate Existing Technical Studies. The consultant will review all pertinent documents and existing studies in order to analyze potential project impacts. A number of environmental studies have been prepared for the prior project. Data contained therein may be used to identify outstanding issues that require further analysis, and the technical information shall be utilized during preparation of the EIR. The City is prepared to provide all documentation related to the Proposed Project to the selected Consultant at kick-off meeting. Based on an evaluation of the existing technical documents and the consultant team's recommendations, additional technical studies may be required.

Technical Evaluation of Issues. The consultant shall evaluate all factual information necessary to complete the analyses of issues of concern and incorporate this technical information into the environmental review. The process may include fieldwork, interviews and meetings, map and exhibit preparation. There may be the need for additional technical information, to prepare environmental document, including additional botanical, avian, and marine mammal surveys.

Public Scoping Session. Participate in a public scoping meeting. Due to the extensive public interest in the project, the City will hold at least one public meeting to receive comments from the public on the proposed scope of the EIR. The consultant will be responsible for developing and presenting materials and information. The consultant will prepare a written summary of environmental issues raised at the scoping meetings. Additional scoping meetings with staff, public agencies, and the project proponents may be conducted at the discretion of the consultant.

Prepare Administrative Draft EIR. Prepare and submit an electronic version that can be easily circulated and edited of an Administrative Draft EIR (ADEIR) to the City of Fort Bragg for review. The ADEIR will include an executive summary and a summary table of impacts and mitigation measures to facilitate comparison of impacts among the alternatives. The EIR shall be prepared pursuant to the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Sections 21000 et sequitur, and CEQA Guidelines, Title 14, California Code of Regulations 15000 et seq.

Respond to Internal Review of Administrative DEIR. An electronic copy (in Microsoft Word) shall be submitted to the City for review. City Staff will consolidate comments and prepare one set of City Staff comments for incorporation into the DEIR. The consultant will meet with City staff to discuss each section as necessary. City staff modifications must be incorporated into the DEIR. The consultant shall inform the City of any circumstances arising that may delay or change the contracted work program.

Prepare and Circulate Administrative Draft EIR. Following City review, the consultant will revise the Administrative Draft EIR based upon City direction. The consultant will be responsible for digitally submitting all word and graphic files of the Draft EIR including a Microsoft Word version of the text and a print-ready PDF of the final document, including all technical appendices shall also be provided. The Draft EIR will be distributed by the City. Public Noticing and hearing responsibilities will be undertaken by City staff.

Prepare Administrative Draft of Response. Based on the past level of interest in this project, the City anticipates receiving comment letters on the Draft EIR. Many of the comment letters are likely to cover similar concerns. Consultant shall prepare response to comments.

Provide an Administrative Draft of Final EIR for City Review. Following the close of the DEIR comment period, the consultant will prepare an administrative draft Final EIR in the form of response to comments/errata document. This document will be circulated to City Staff for internal review.

Prepare Final EIR. The final EIR will be prepared including responding to City comments. A thumb drive containing: 1) a Microsoft Word version of the Final EIR; and 2) photo-ready copy of final document, including all technical appendices, shall also be provided. The Final EIR will be distributed by the City. Public noticing and hearing responsibilities will be undertaken by City staff. The Final EIR will include as a minimum, the following:

- A list of all persons, organizations, and public agencies commenting;
- The Draft EIR;
- Copies of all written comments received on the Draft EIR;
- Responses to all environmental issues raised in the review process; and
- Revisions to the Draft EIR based on the responses.

Prepare required findings. The consultant will prepare the findings required by CEQA for certification of the Final EIR to be incorporated into resolution drafted by staff.

Public Hearing Before Planning Commission. The consultant shall be present at the public hearing to present and respond to questions related to EIR. Staff will prepare and present staff report and findings pertaining to planning entitlements.

From: [Annemarie](#)
To: [Lemos, June](#); [Peters, Lindy](#); [Norvell, Bernie](#); [Morsell-Haye, Jessica](#); [Rafanan, Marcia](#); [Albin-Smith, Tess](#)
Subject: public comments, please pull consent calendar items # 5B, 5D, 5F, and 5H 3-14-22
Date: Monday, March 14, 2022 4:54:18 PM

To City Council members and clerk,

Hi,

I am asking you to pull 5B, 5D, 5F, and 5H, from the consent calendar.

Item 5B: Telephonic Meetings should be replaced by onsite meetings with a hybrid option right away.

Item 5F: Please pull this item to discuss apparent deficiencies in the scope of work that are likely setting the City up for failure from the start. There should be some discussion and possible amendment of the scope of work in this RFP that doesn't assume the consultant will be able to reuse the existing studies that were specifically at issue in the objections and litigation concerning the prior MND. This looks as if the scope of work is just going to basically simialr of what has already been determined to not be sufficient. The MND was not ok! We can't pretend that the rest of the MND was fine. This item shouldn't be buried in a consent calendar because how we set up the new CEQA review will set the framework and will set the City up for a likely successful or unsuccessful subsequent review.

Item 5H: As there is no draft letter how can you and the public get more information prior to considering commenting on it. By not providing anything in advance no one is kept abreast. How can you review and approve a letter that you haven't seen? Transparency please!

Item 5D: Please pull this item to discuss how this particular firm was selected and if there were any other proposals. This did not go out for RFP. I am concerned about several aspects of the proposed agreement, including the selection of LACO Associates to provide the Use Permit planning. LACO was the same firm that totally messed up the Grocery Outlet project along with the same staff who are assigned to this planning application review. The projected scope of work and the areas of focus for the CEQA review are leaving off the most controversial areas of study, which includes a complete lack of discussion concerning the traffic flow and pedestrian safety issues presented by moving from the current Pudding Creek location to this site further north and accessed directly off of Highway One where there is no dedicated turn lane or pedestrian facilities. In addition, the site includes a significant public parking prescriptive easement that is not being addressed appropriately (or at least there is no indication that it is being addressed). This proposal also assumes that the project won't need a full EIR, which it will for this complex site.

Thanks, Annemarie Weibel



City of Fort Bragg

416 N Franklin Street
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Text File

File Number: 22-123

Agenda Date: 3/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5G.

Adopt Joint City Council/Municipal Improvement District Resolution Amending the FY 2021/2022 Budget for Mid-Year Budget Adjustments

RESOLUTION NO. 4519-2022
RESOLUTION OF THE FORT BRAGG CITY COUNCIL
and
RESOLUTION NO. ID 463-2022
RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT
BOARD

APPROVING BUDGET AMENDMENT 2022-19 AMENDING FISCAL YEAR
2021-22 BUDGET FOR MID-YEAR BUDGET ADJUSTMENTS

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

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

WHEREAS, on March 9, 2022, 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 2021-22 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 2021-22 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 2021-22 Budget to incorporate the changes enumerated in Exhibit A.

The above and foregoing Resolution was introduced by Council/Board Member Peters, seconded by Council/Board Member Albin-Smith, 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 14th day of March, 2022, by the following vote:

AYES: Councilmembers Albin-Smith, Morsell-Haye, Peters, Rafanan and Mayor Norvell.
NOES: None.
ABSENT: None.

ABSTAIN: None.
RECUSED: None.

BERNIE NORVELL
Mayor/Chair

ATTEST:

June Lemos, MMC
City/District Clerk

BUDGET AMENDMENT+A1:I35A1:I34

Budget Adjustment #: **2022-19**

Budget FY: **FY 2021/22**

Account Description	Account #			FY 21/22 Current Budget	Increase (+) Budget Amt	Decrease (-) Budget Amt	Revised Total Budget Amt	Description
Expenditures								
Professional Services (PD)	110	4200	0319	\$ 20,000	\$ 15,000		\$ 35,000	Background, medical, hiring fees for influx of new employees
Professional Services (PD)	110	4200	0367	\$ -	\$ 22,000		\$ 22,000	Redwood Police Academy for three recruits
Professional Services (PD)	110	4200	0383	\$ 3,000	\$ 3,500		\$ 6,500	Increase in propane costs
Professional Services (CDD)	110	4320	0319	\$ 565	\$ 24,400		\$ 24,965	Additional CEQA Assistance and Consultant
Salaries (Public Works)	110	4330	0101	\$ 341,922	\$ 36,000		\$ 377,922	Assistant City Engineer costs- Hired in Nov
Election Costs (City Council)	110	4110	0315	\$ 2,964	\$ 5,000		\$ 7,964	November 2022 election costs
Legal Notices (Admin)	110	4130	0364	\$ 3,000	\$ 3,000		\$ 6,000	Legal ads for Ordinances
Recruitment Costs (Admin)	110	4130	0317	\$ 28,750	\$ 7,000		\$ 35,750	Additional costs- Chief of Police Recruitment
Professional Services (Wastewater)	710	4712	0319	\$ 287,006	\$ 70,000		\$ 357,006	Additional funds for Bio solid removal
Fuels and Lubricants (Fleet ISF)	522	4550	0382	\$ 68,000	\$ 15,000		\$ 83,000	To cover increases in Fuel Costs
Equipment/Repair (Water)	610	4612	0351	\$ 28,000	\$ 20,000		\$ 48,000	Desalination System costs
Total Expenditures				\$ 763,207	\$ 205,900	\$ -	\$ 969,107	
Revenue								
Transient Occupancy Tax	110	0000	3137	\$ 3,064,742	\$ 200,000		\$ 3,264,742	Adjust to reflect year to date Actuals
Total Revenue				\$ 3,064,742	\$ 200,000	\$ -	\$ 3,264,742	

Reason for Amendment:

RESOLUTION # : _____

Mid-Year Budget Adjustments

Authorization:

Requested By: _____

Approval: _____

Finance Use: _____

Signature: _____

Date: _____

Attach copies of Resolution or other documentation



City of Fort Bragg

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

File Number: 22-119

Agenda Date: 3/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Council Letter

Agenda Number: 5H.

Approve City Council Letter to California Coastal Commission



CITY OF FORT BRAGG

Incorporated August 5, 1889

416 N. Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
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<https://www.city.fortbragg.com/>

March 14, 2022

Louise Warren
Chief Counsel
California Coastal Commission
455 Market Street, Suite 300
San Francisco, CA 94105

Re: Mendocino Railway Coastal Consistency Determination Review

Dear Ms. Warren:

In October 2021, Mendocino Railway submitted an application for a Railroad Rehabilitation & Improvement Financing Express (RRIF) loan with the Department of Transportation. As part of the environmental review of this application, Mendocino Railway has been directed to complete a Federal Consistency Determination with the California Coastal Commission prior to proceeding with work.

We are providing this letter to make it known that the City of Fort Bragg (City) does not support Mendocino Railway's application as it perpetuates the falsehood that the local tourism operator of the Skunk Train is a common carrier public utility. This determination would allow Mendocino Railway to strategically claim exemption from local and state regulations and bypass the community's ability to participate in planning reuse of the site, which comprises approximately a third of the land within city limits. As such, we encourage the Coastal Commission to exercise its review and oversight authority carefully with this project and take the time to fully understand the implications of Mendocino Railway's request, and how their project may impact the coastal environment, impede public access, and trigger cumulative impacts in the area.

The loan application by Mendocino Railway is aimed at repairs to railroad ties, rebuilding track, improving bridges, acquiring equipment and purchasing new passenger trains, and repairing a tunnel. The company has indicated that this work is a precursor to a larger development plan, which could have major community and coastal impacts. The company has not yet entered direct discussion with the City or initiated a project review process with us, so we do not have a specific project plan to evaluate. However, the company's public advertising about significantly expanded railroad operations throughout the coastal property is alarming.

Mendocino Railway has stated in its loan application that it would like to bring new rail service to prime coastal property and to re-establish tracks within a historical footprint. This plan does not take into account the years of community planning efforts to determine future reuse of the former mill site, as well as the community's involvement with the extensive environmental cleanup that continues to take place under the oversight of California's Department of Toxic Substances Control. We do not want to see Mendocino Railway circumvent

the local planning process and ignore local oversight and community input by simply activating a federal loan to intensify train operations.

We bring to your attention a letter your agency wrote to the Department of Transportation on November 5, 2021, which noted, “there are a number of potential adverse environmental impacts to California’s coastal resources anticipated from approval of Mendocino Railway’s loan application.” The Commission noted that increased intensity and use of the railroad line would impact coastal zone resources, impact archaeological resources, create safety hazards for public access to the coastal trail, and more. As you conduct your consistency review to dig into those issues further, please know that the City is here as a resource and can provide information as you fully assess the scope of impacts.

Other organizations have also expressed concern over Mendocino Railway’s loan application:

- Friends of the Eel River stated: “Because a RRIF loan would improve Mendocino Railway’s ability to seize and operate a railroad on the line the NCRA now seeks to railbank for trail use, DOT should carefully consider the potential impacts on sensitive communities, critically important natural areas, threatened and endangered species, clear water, and other public trust values that would be significantly impaired by the reconstruction and operation of a freight rail line in one of North America’s most unstable landscapes.”
- The Humboldt Trails Council wrote: “The history of railroad development in our country was a helter-skelter free enterprise scramble fueled by federal laws and tax money that ended in boom-and-bust cycles many times. The country is grateful that the same approach was not applied to the development of the National Highway System. It is important that in the future, federal railroading laws and money be applied to projects that fit the greater picture for our country and are solid. This is not one of them.”
- The North Coast Railroad Authority wrote: “The entire route of the former Northwestern Pacific Railroad, which at one point was essentially all part of NCRA, has had a checkered history, with slides, tunnel collapses, trains washed into the environmentally sensitive Eel River, bankruptcies, and service disruption. We question whether the United States Department of Transportation wishes to promote continuation of that cycle, or whether it is better to find wiser and more environmentally propitious uses for federal rail financial assistance.”

These letters, as well as many other letters and comments from the public, demonstrate the importance of evaluating Mendocino Railway’s development plans, rather than giving a rubber stamp approval to the company’s request for Coastal Consistency Determination. We encourage the Coastal Commission to exercise its full authority to require the Mendocino Railway to comply with California’s Coastal Act for any of its planned development.

The Coastal Act creates a unique partnership between the state and local governments through Local Coastal Programs to provide oversight in managing shoreline public access, recreation, terrestrial and marine habitats, views of the coast and scenic coastal areas, agricultural lands and more, by regulating proposed development within the Coastal Zone through a comprehensive planning and regulatory program.

Louise Warren
March 14, 2022
Page 3

Our city government is eager to be an active participant in that planning and regulatory process for any development proposed on this former mill site land on the coast.

Sincerely,

Bernie Norvell
Mayor

Jessica Morsell-Haye
Vice Mayor

Teresa K. Albin-Smith
Councilmember

Lindy Peters
Councilmember

Marcia Rafanan
Councilmember

cc: Mike Wilson, CA Coastal Commission North Coast Representative
Melissa Kramer, North Coast District Manager, CA Coastal Commission

From: [Jacob Patterson](#)
To: [Lemos, June](#)
Subject: Public Comment -- 3/14/22 CC Mtg., Item No. 5H
Date: Monday, March 14, 2022 12:55:34 PM

City Council [via BCC],

I am glad an actual letter has been added to the agenda materials for Consent Calendar Item 5H, a proposed letter to the Coastal Commission, since there wasn't anything when the agenda was originally published. I reviewed the proposed letter and have an observation about the City's positions as currently drafted. In it, you (potentially) proclaim "Mendocino Railway has stated in its loan application that it would like to bring new rail service to prime coastal property and to re-establish tracks within a historical footprint. This plan does not take into account the years of community planning efforts to determine future reuse of the former mill site, as well as the community's involvement with the extensive environmental cleanup that continues to take place under the oversight of California's Department of Toxic Substances Control. We do not want to see Mendocino Railway circumvent the local planning process and ignore local oversight and community input by simply activating a federal loan to intensify train operations."

Although I understand where this sentiment is coming from, what this statement appears to ignore is that the local planning process doesn't necessarily have to involve the City of Fort Bragg directly. I am concerned that the City is taking such hard-line positions with the Skunk Train and their potential development partners that you risk alienating them completely so they feel they have no choice to bypass the City of Fort Bragg's planning processes and develop a specific plan or plans independently and then bring those plans directly to the voters through a ballot initiative rather than wasting time trying to participate directly with the City as an organization. The City's local planning authority is delegated from the superior authority of people of Fort Bragg so the people can always choose to reclaim the mechanisms to exercise that authority and just do it themselves rather than relying on the City's own long-range planning processes. Any potential applicant or landowner could choose to use various tools and mechanisms to achieve their objectives and not all of them involve the City directly. Of course, any changes enacted that way would likely still be subject to Coastal Commission review and approval but I think your hard-line positions risk cutting the City out of the local planning process and I don't think that could possibly be your intent. Please consider these issues as you make decisions like whether or not to approve this letter or potentially revise it.

As usual, this email public comment should not be interpreted as me providing any legal advice on this matter to anyone and you would need to consult with the City's legal team about the availability of the ballot initiative process for long-range planning purposes, like adoption of specific plans or LCP and general plan amendments.

Regards,

--Jacob

From: [Jade Tippett](#)
To: [Lemos, June](#)
Subject: Attachment for 3-14-22 City Council Meeting
Date: Monday, March 14, 2022 1:10:23 PM
Attachments: [City Council Letter 3-14-22.pdf](#)

Please attach the following letter to the Agenda Packet for this evening's City Council Meeting.

Also, I cannot find on the new website where I can sign up to speak during the comments section of the meeting. What is the current procedure to sign up to comment?

Thank you,

--j

Jade Tippett
236 Park Street
Fort Bragg, CA 95437
[707.489.4986](tel:707.489.4986) (Cell)

"Once in a while,
You get shown the light,
In the strangest of places
If you look at it right."
-- Robert Hunter

James Jade Tippet
236 Park Street
Fort Bragg, CA 95437

March 14, 2022

City Council of the City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437

Re: Mendocino Railway

Gentlepeople:

Several weeks ago, in a conversation with Chris Hart on social media, I asked him, “What would you be willing to give up in order to gain the City Council’s support of Mendocino Railway’s RRIF [Railroad Rehabilitation Infrastructure Fund] application?” The response...crickets...

Michael Hart in 2016, before a group of young entrepreneurs explained why he invests in railroads, “I started buying railroads back in the 1990’s. I like them because they are a great way of acquiring real estate. Once you have a railroad, you have the right of eminent domain. You are not subject to a lot of laws that other companies are. You are exempt from the Subdivision Map Act [Govt. Code § 66410 et seq.]. There’s a lot of cool things that railroads have going for them.” <https://youtu.be/t45Cskl3B2o?t=381>

The City has already sued Mendocino Railway, challenging their status as a Class III railroad with the California Public Utilities Commission, the subject of tonight’s Closed Session Agenda item.

The City Council will also be considering, I am told by Mayor Bernie Norvell, a letter to the California Coastal Commission, objecting to the short timeline of a request filed with the Coastal Commission on behalf of Mendocino Railway by the law firm of Baker & Miller, of Washington, D.C., urging the Coastal Commission to accept a Categorical Exclusion Worksheet. This Categorical Exclusion Worksheet alleges that some \$21 million in work Mendocino Railway is proposing, including running a mile of rail out onto the Headlands at Glass Beach, with a turntable and station at the end “[does] not individually or cumulatively have a significant effect on the human environment and ... generally [does] not require the preparation of either an environmental impact statement (EIS) or an environmental assessment (EA). Decisions to prepare EAs and IESs are made by FRA.”

The basis of the Baker & Miller letter is questionable assertion that Mendocino Railway is a federal railroad, covered by the Interstate Commerce Commission Termination Act (ICCTA) of 1995, which provides “Federal Preemption,” the basis on which Mendocino Railway has denied the jurisdiction of Mendocino County and the City of Fort Bragg regarding toxic spills, building restoration, improvement and construction, and other

Phone: 707.463.3741 • Mobile: 707.489.4986
Email: jade@mcn.org

activities that would potentially impact public health and safety, and the safety of emergency services personnel like our local firefighters.

The City's lawsuit against Mendocino Railway, arguing that Mendocino Railway fails to qualify as a public utility under the California Public Utilities Commission, includes some persuasive arguments that Mendocino Railway should also not qualify as a Federal railroad under ICCTA, as it neither carries passengers, nor freight, from one place to another, and is not connected to the interstate rail system. The City's briefs include several Surface Transportation Board decisions supporting that argument.

However, the venue to make such an argument seems to me to be before the Federal Courts and the Surface Transportation Board itself, not in Mendocino County Superior Court. For this reason, I would suggest that the City take parallel action in Federal Court, challenging Mendocino Railway's status as a Federal Railway.

I would also suggest that should Mendocino Railway and their principals, Chris and Mike Hart agree in a Consent Decree accepted by the Mendocino County Superior Court to:

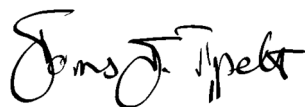
1. Forever abandon and foreswear any assertion or coverage under the ICCTA, as it affords preemption from local and state regulation, within the City Limits of Fort Bragg and within Mendocino County,
2. Agree to submit to a full and complete planning process involving extensive and ongoing community participation,
3. Agree to submit to full and extensive jurisdiction and code enforcement by all local, county and state agencies, including the California Coastal Commission and the Department of Toxic Substances Control for the clean-up of the GP Mill Site.

...that the City should relent and support Mendocino Railway's RRIF application, for the purpose of re-establishing a rail link between Willits and Fort Bragg.

In the coming years, as we transition away from fossil fuels to save our planet and our coastline, humanity will need to shift from individual to collective forms of transportation and shipment of goods and materials. Rail, fully utilized, is the most energy efficient form of transportation we know. Unfortunately, in order to utilize rail to serve the Mendocino Coast, we need to rein in the avarice and entitlement of the current owners of the railroad and put a container of local control on their dreams and intentions, to establish a balance of interests going forward.

Thank you.

Sincerely,



Jade Tippett

From: [Daney Dawson](#)
To: [Lemos, June](#)
Subject: Comments for public record
Date: Monday, March 14, 2022 1:10:50 PM

Regarding item #s 5H 22-119 and 9A 22-121 on tonight's agenda:

As a person who works, shops, and recreates in Fort Bragg, and lives near the city but not in it, I strongly support any and all efforts by the City of Fort Bragg to hold Sierra Energy/Sierra Railway accountable for all legal requirements relating to development, including the unethical and possibly illegal "taking" by eminent domain, and any and all environmental mitigation necessary before any development permits are granted. I fully support their petition to the Coastal Commission.

Daney Dawson

March 14, 2022

VIA EMAIL

City Council Members
City of Fort Bragg
Emails, below

ITEM 5H (CONSENT)

Re: *Item 5H, Proposed Letter to the California Coastal Commission*

Dear City Council Members,

We represent Mendocino Railway. We have reviewed a draft letter to the California Coastal Commission that the City’s public-relations firm has drafted for consideration on the consent calendar at today’s City Council meeting following only a few hours’ public notice. The draft intentionally misrepresents the railway’s continued status as a common carrier railroad¹ and pleads with the Coastal Commission to “exercise its full authority to require the Mendocino Railway to comply with California’s Coastal Act for any of its planned development.” We urge each member to consider the serious consequences of its campaign to discredit Mendocino Railway as a public utility and federally regulated railroad, of which the City’s draft letter is just one example.

First, pleading with a state agency like the Coastal Commission to “exercise its full authority” over the railroad’s rail-related activities is not only unbecoming for a local and sovereign government, but self-defeating as well. As the City knows from its historic opposition to Coastal Commission overreach (including with respect to Mendocino Railway’s work), the Coastal Commission does not *need* the City’s invitation to exert its “full authority” over activity in the Coastal Zone. And as the City *should* know, the Coastal Commission will stop at nothing to arrogate to itself all land-use power over activities even within the City’s borders, leaving the City with no control or say of what happens within its jurisdiction. The City Council represents the *citizens of Fort Bragg*, not the interests of far-away bureaucrats in

¹ As recently as 2019, the City defended Mendocino Railway’s status as a public utility, as well as a federally recognized railroad. And even in the recent Complaint the City filed against the railroad, the City conceded that that Mendocino Railway is “currently listed as a class III railroad by the California Public Utilities Commission (‘CPUC’), and as such is subject to CPUC jurisdiction and has all legal rights of a public utility.” Why the City is nevertheless publicly proclaiming the opposite is anyone’s guess, but it appears from the City Council’s public comments to be a direct reaction to the railroad’s purchase of the former mill site from Georgia Pacific.

San Francisco. Has the Council considered whether the interests of its constituents are served by voluntarily ceding power to a such an all-consuming bureaucracy that has no regard for the economic or human development of Fort Bragg?

Second, we have discovered that some of the City’s Councilmembers have conflicts of interest that preclude their participation in the City’s campaign to undermine—and stop—Mendocino Railway’s activities within the City’s boundaries, including at the former mill site. In fact, the City Attorney has already warned one City Councilmember that she has “a potential conflict of interest” and should “step back” from mill site planning issues. Other City Councilmembers are in a similar position.

Third, the City’s intentional and very-public effort to undermine Mendocino Railway’s relationships with other agencies, current and future customers, and the general public continues to expose it to potential liability. Among other things, the City is intentionally interfering with prospective and current contractual relations. With every act having the purpose or effect of discouraging third parties from financing or otherwise engaging economically with Mendocino Railway, the City is committing a tort against the railroad, a tort that seems designed to benefit certain of the City’s sitting Councilmembers. *Settimo Associates v. Environ Systems, Inc.* (1993) 14 Cal.App.4th842, 845; *Pacific Gas & Electric Co. v. Bear Stearns & Co.* (1990) 50 Cal.3d 1118, 1126. Recall that actions taken by Councilmembers that financially interest them may expose said members to personal liability. Govt. Code § 91005(b) (“Any designated employee or public official specified in Section 87200, except an elected state officer, who realizes an economic benefit as a result of a violation of Section 87100 or of a disqualification provision of a conflict of interest code is liable in a civil action brought by the civil prosecutor or by a person residing within the jurisdiction for an amount up to three times the value of the benefit.”); *id.* § 87100 (“A public official at any level of state or local government shall not make, participate in making, or in any way attempt to use the public official’s official position to influence a governmental decision in which the official knows or has reason to know the official has a financial interest.”).

Fourth, the City Council’s actions seem likely to damage not only Mendocino Railway’s interests but those of many other local businesses and their employees. The loan the City Council seeks to block would finance the repair of rails and a collapsed tunnel that even the City Council wants reopened. This loan would also allow for the restoration of the broken rail connection between Fort Bragg and Willits, a connection that disproportionately benefits Fort Bragg as 74% of passengers on the line depart from, stay in, dine in, and shop in Fort Bragg. Such a reconnection would fully restore Mendocino Railway’s ability to move freight between the two communities and improve Mendocino Railway’s ability to assist local environmental restoration programs and, in particular, U.S. Forestry Service programs that seek to mitigate the risk of forest fires. Blocking this loan would also prevent millions of dollars in labor and material being spent in the region, preventing the creation of new local jobs and added regional tax revenues. As revealed in a recent demographic analysis, Mendocino Railway has over the past five years generated more than \$67 million in visitor spending with other local merchants, restaurants, and lodges, as well as generating tax revenues for

community services, all numbers that Mendocino Railway has sought to increase while the City Council seems intent on decreasing them.

Given the City Council's erratic actions over recent months, Mendocino Railway has little hope of changing its behavior, including persuading the City to end its misinformation campaign. The City appears willing to do anything—including acting against its own and its constituents' interest by inviting a state agency to take over land-use authority—to hurt Mendocino Railway. But the City is on notice that its actions continue to damage its relationship with an important economic engine for the community, and will only expose it to liability down the road.

Very truly yours,



Paul J. Beard II
Attorney for Mendocino Railway

Cc: City Clerk, Email: Jlemos@fortbragg.com

Mayor Bernie Norvell
Email: BNorvell2@fortbragg.com

Vice Mayor Jessica Morsell-Haye
Email: Jmorsellhayes@fortbragg.com

Councilperson Tess Albin-Smith
Email: talbinsmith@fortbragg.com

Councilperson Lindy Peters
Emails: LPeters2@fortbragg.com

Councilperson Marcia Rafanan
Email: Mrafanan@fortbragg.com



City of Fort Bragg

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

Text File

File Number: 22-111

Agenda Date: 3/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5I.

Receive and File Minutes of the Public Works and Facilities Committee Meeting of December 9, 2021



City of Fort Bragg

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

Meeting Minutes Public Works and Facilities Committee

Thursday, December 9, 2021

3:00 PM

Via Video Conference

MEETING CALLED TO ORDER

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

ROLL CALL

All committee members present as well as Director Smith, Assistant Engineer O'Neal and Clerk Arellano.

Present: 2 - Lindy Peters and Tess Albin-Smith

PLEASE TAKE NOTICE

Clerk read the "Please take notice clause".

ZOOM WEBINAR INVITATION

1. APPROVAL OF MINUTES

[21-641](#) Approve Minutes of September 9, 2021

Both committee members accepted previous meeting minutes as presented.

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Two non-agenda item public comments received from:

1. Becky Walker
2. Kathy Silva

3. CONDUCT OF BUSINESS

3A. [21-638](#) Public Works Director Oral Report on Departmental Updates and Items of Interest

Director Smith addressed committee members on departmental items of interest and provided project status' on several items including:

- Water tank #3 plan of action due to the sun's glare.
- Alternate safety option for Harold Street and Oak Street.
- Traffic lane stripping on Harold Street and Oak Street.
- Sweeper schedule and city wide sweeping maintenance.
- Public Works staffing needs and new hires.
- Future water storage reserves

Updates were provided for the following:

- Water Meter Replacement Project
- 2021 CIPP Project
- Raw Waterline Project
- Biosolids Dryer delivery
- New fleet purchases through USDA grants
- CV Starr Center Projects
- City Facilities
- Water and Wastewater Collection Assessment

4. MATTERS FROM COMMITTEE / STAFF

Committee member Albin-Smith commented on concerns for funding for projects. The significant shipping cost increase for biosolids dryer was discussed. Firehouse remodel project was discussed. Water reservoir increase was discussed as staffing needs. Water drought affect on revenue was also addressed.

Assistant Director of Engineering O'Neal reported on: traffic at Oak Street and Harold Street; traffic changes, funding, safety research, safety routes to school programs and enforcement. Street sweeping; Central Business District, parking enforcement. O'Neal also updated committee on Public Works and CDD project priorities, expressing the considerable project contributions of former City Manager are no longer depended on.

Committee questioned the status of grant applications to fund water projects. Director Smith emphasized the Water Meter Replacement project is a significant water project and is also projected for CDBG funds.

ADJOURNMENT

Chair Peters adjourned meeting at 3:57 pm.



City of Fort Bragg

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

Text File

File Number: 22-100

Agenda Date: 3/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5J.

Receive and File Minutes of the Community Development Committee Meeting of January 25, 2022



City of Fort Bragg

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

Meeting Minutes Community Development Committee

Tuesday, January 25, 2022

3:00 PM

Via Video Conference

MEETING CALLED TO ORDER

Chair Norvell called the meeting to order at 3:00 P.M.

ROLL CALL

Present: 2 - Bernie Norvell and Jessica Morsell-Haye

1. APPROVAL OF MINUTES

1A. [22-023](#) Approve the Community Development Committee Minutes of the January 11, 2022 Meeting

These Committee Minutes were approved for Council review

Aye: 2 - Committee Member Norvell and Committee Member Morsell-Haye

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

3. CONDUCT OF BUSINESS

3A. [22-039](#)

Receive Report and Provide Direction to Staff Regarding a Proposed Tiny Home Ordinance.

Assistant Planner Locke presented the prepared report. The Committee asked clarifying questions and direction was given to staff.

Public Comments:

- *Jacob Patterson
- *Johanna Jensen
- *Jenny Shattuck
- *Patrick Hickey
- *Chris Hart
- *Paul Clark
- *Elizabeth Swenson

Discussion:

Discussion included support for ordinance; scope of ordinance; privacy considerations; roof pitch; ownership; design review; and utility connections. Committee directed staff to bring the

ordinance forward to Planning Commission for review.

4. MATTERS FROM COMMITTEE / STAFF

Committee:

Chair Norvell asked that staff place the Bainbridge Park soccer field plan on the next meeting agenda for discussion. Committee member Morsell-Haye asked if that could include updating the playground equipment. Chair Norvell will find out whether or not that issue is already in discussion by Public Works.

Staff:

None.

ADJOURNMENT

Chair Norvell adjourned the meeting at 3:57 P.M.



City of Fort Bragg

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

Text File

File Number: 22-101

Agenda Date: 3/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5K.

Approve Minutes of February 28, 2022



City of Fort Bragg

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

Meeting Minutes City Council

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

Monday, February 28, 2022

6:00 PM

Via Video Conference

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

Mayor Norvell stated he will recuse himself on Item 7A and the Vice Mayor will conduct that public hearing. He reported on a conversation he had with Supervisor Gjerde regarding tax sharing. The County Board of Supervisors has established an ad hoc committee consisting of Supervisors Gjerde and Mulheren to discuss this matter. Mayor Norvell appointed Vice Mayor Morsell-Haye and Councilmember Peters to join Gjerde and Mulheren in a joint City/County ad hoc committee regarding tax sharing with the County. This committee will be in effect for one year, through February 28, 2023. Mayor Norvell requested that an agenda item be added to the March 14, 2022 City Council agenda to discuss the holding of public meetings, transition to hybrid meetings, costs of staffing, etc.

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

- (1) Public comments on non-agenda items were received from Jay McMartin-Rosenquist, Brandy Moulton, LimaSierra Wooten, and Jacob Patterson.
- (2) None.
- (3) None.

3. STAFF COMMENTS

City Manager Spaur reported that he attended the Planning Commission meeting last Wednesday and urged them to move the cannabis ordinance item forward with a recommendation to Council.

4. MATTERS FROM COUNCILMEMBERS

Mayor Norvell said that the Mayor cannot direct any Councilmember to respond to questions from members of the public, but he would hope that all Councilmembers will be responsive to calls and emails.

5. CONSENT CALENDAR

Approval of the Consent Calendar

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

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

- 5A. [22-083](#)** Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency
- This Resolution was adopted on the Consent Calendar.**
- Enactment No: RES 4512-2022
- 5B. [22-084](#)** Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg
- This Resolution was adopted on the Consent Calendar.**
- Enactment No: RES 4513-2022
- 5C. [22-090](#)** Adopt City Council Resolution Authorizing Submittal of Notification of Intent to Comply with SB 1383 Regulations
- This Resolution was adopted on the Consent Calendar.**
- Enactment No: RES 4514-2022
- 5E. [22-092](#)** Adopt City Council Resolution Approving Professional Services Agreement with City Management Advisors, LLC dba Peckham & McKenney to Provide Executive Recruitment Services for the Position of Police Chief and Authorizing the City Manager to Execute Same (Amount Not to Exceed \$27,000; Account No. 110-4130-0317)
- This Resolution was adopted on the Consent Calendar.**
- Enactment No: RES 4515-2022
- 5F. [22-094](#)** Adopt City Council Resolution Approving a Payment to the Fort Bragg Unified School District from the Measure AB Special Project Funds for the Improvements to Dana Gray Water System and Authorizing the City Manager to Release Payment (Amount Not to Exceed: \$36,500; Account No. 110-4390-0619)
- This Resolution was adopted on the Consent Calendar.**

Enactment No: RES 4516-2022

- 5G.** [22-085](#) Receive and File Minutes of the Public Safety Committee Meeting of January 19, 2022

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

- 5H.** [22-096](#) Receive and File Minutes of the Finance and Administration Committee Meeting of December 8, 2021

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

- 5I.** [22-080](#) Approve Minutes of February 14, 2022

These Minutes were approved on the Consent Calendar.

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

- 7A.** [22-062](#) Conduct Public Hearing, Receive Report, and Consider Adoption of City Council Resolution Vacating the Adoption of the Mitigated Negative Declaration with Mitigation Monitoring and Reporting Plan, and Vacating the Approval of Coastal Development Permit 8-19, Design Review 1-19, and Parcel Merger 1-19 for the Grocery Outlet Project at 825, 845, and 851 S. Franklin Street

Mayor Norvell recused himself from the meeting, citing a personal conflict of interest as his residence is within 1000 feet of the subject property. He appointed Vice Mayor Morsell-Haye as Acting Mayor and left the meeting at 6:16 PM.

Acting Mayor Morsell-Haye opened the public hearing at 6:17 PM.

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

Public Comment was received from:

- Jim Moose, attorney for the applicant and author of the letter written on behalf of Best Development Group, requested that the Council vacate the permit approvals. He noted that his clients felt the more prudent course of action would be to do the Environmental Impact Report (EIR) and complete that process to obtain the permits, which will perhaps be shorter than pursuing the litigation.
- Jacob Patterson stated he agreed with the recommendation to vacate the permits but disagreed with perfunctorily doing an EIR without addressing the serious defects in the Mitigated Negative Declaration because it had unsupported assertions without documented bases. He commented on the need to address design issues, traffic flow issues, and general plan policies.

Discussion:

Councilmembers weighed in regarding the request to vacate permits during deliberations, and the consensus was to agree to revoke the approved permits for the Grocery Outlet project so the applicant can submit a new application and obtain an EIR.

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

vote:

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

Recuse: 1 - Mayor Norvell

Enactment No: RES 4517-2022

- 7B. [22-068](#)** Conduct Public Hearing, Receive Report and Consider Adoption of Urgency Ordinance Extending the Temporary Four (4) Month Moratorium on the Approval of Applications and Permits for Cannabis Dispensaries in the Inland Zoning Areas for an Additional Ten (10) Months

Mayor Norvell rejoined the meeting at 6:29 PM and opened the public hearing at 6:30 PM.

Assistant Director Engineering O'Neal presented the staff report on this agenda item.

Public Comment was received from:

- Angelica Sanchez, director of Government Affairs for Perfect Union, stated that she submitted an application seven months ago and has been stuck in the queue. She asked if Council would consider allowing applications for cannabis dispensaries located within the general commercial zone to move forward. She said that a ten-month moratorium is essentially a death sentence for them because they are paying dead rent on a building in which they cannot open a business.
- Brandy Moulton, CEO of Sovereign, urged the Council not to extend the moratorium, stating that every applicant that wants to come into the city will miss the application deadline of March 30. She remarked on the empty storefronts and businesses that want to come to Fort Bragg but are prevented from doing so. Ms. Moulton stated that other jurisdictions in the state are light years ahead of Fort Bragg on cannabis regulations.
- Jacob Patterson said moratoriums are in place because things are uncertain during the review process and he likened it to the formula business moratorium. He stated that the issue of provisional licenses and the deadline doesn't make any sense and is irrelevant to Council's decision because the first and second reading of the ordinance have to be held and the ordinance could not go into effect before the deadline.

Discussion: After discussing the matter, Council consensus was to shorten the proposed ten-month additional moratorium period to 45 days. Interim City Manager Spaur noted that Council can direct the Planning Commission to consider a 100-foot setback buffer from youth centers for cannabis dispensaries and a 25-foot buffer from residences at their upcoming meetings on March 9 and March 23, and to return recommendations to the City Council before the moratorium expires in April. If more time is needed to finalize the ordinance, then a new urgency ordinance imposing a new moratorium on cannabis dispensary permits could be prepared and presented to Council for adoption. Council unanimously approved the direction to the Planning Commission outlined by Mr. Spaur.

A motion was made by Mayor Norvell, seconded by Vice Mayor Morsell-Haye, that this Urgency Ordinance be adopted as amended, to replace "ten months" with "45 days" throughout, and to replace "December 28, 2022" with "April 14, 2022" throughout. The motion carried by the following vote:

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

Enactment No: ORD 976-2022

8. CONDUCT OF BUSINESS

- 8A. [22-082](#) Receive Report and Consider Introducing by Title Only and Waiving the First Reading of Ordinance No. 977-2022 Adding Chapter 2.02 (Electronic Filing of Campaign Disclosure Statements and Statements of Economic Interest) to Title 2 (Administration and Personnel) of the Fort Bragg Municipal Code to Mandate Electronic and Paperless Filing of Fair Political Practices Commission Campaign Disclosure Statements and Statements of Economic Interest

City Clerk Lemos summarized the staff report on this agenda item.

Public Comment was received from Jacob Patterson.

A motion was made by Councilmember Peters, seconded by Mayor Norvell, that this Ordinance be introduced by title only, waiving further reading of the text. The motion carried by the following vote:

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

9. CLOSED SESSION

Mayor Norvell recessed the meeting at 7:20 PM; the meeting reconvened to Closed Session at 7:25 PM.

- 9A. [22-095](#) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION, Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9; Name of Case: City of Fort Bragg vs. Mendocino Railway and Does 1-10, Case No.: 21CV00850, Superior Court of the State of California, County of Mendocino

Mayor Norvell reconvened the meeting to Open Session at 7:41 PM and reported that no reportable action had been taken on the Closed Session item.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 7:41 PM.

BERNIE NORVELL, MAYOR

June Lemos, MMC, City Clerk

IMAGED (_____)



City of Fort Bragg

416 N Franklin Street
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Text File

File Number: 22-126

Agenda Date: 3/14/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5L.

Approve Minutes of Joint City Council/Mendocino Coast Recreation and Park District Special Meeting of March 9, 2022



City of Fort Bragg

416 N Franklin Street
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Meeting Minutes Special City Council

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

Wednesday, March 9, 2022

2:00 PM

Via Video Conference

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

CALL TO ORDER

Mayor Norvell called the meeting to order at 2:00 PM, all Councilmembers and Board Members appearing via video conference.

ROLL CALL

Mendocino Coast Recreation and Park District Board Members:

Present: 3 - Board Member Leslie Bates, Chair Barbara Burkey, Secretary Angela Dominguez, Board Member John Huff

Absent: 2 - Board Member Bob Bushansky

Fort Bragg City Councilmembers:

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

Absent: 1 - Councilmember Marcia Rafanan

1. CONDUCT OF BUSINESS

- 1A. [22-091](#) Conduct Joint City Council/Mendocino Coast Recreation & Park District Board Work Session for C.V. Starr Community Center FY 2021/22 Mid-Year Budget Review

Business Manager/Co-Director Moneque Wooden recapped the C.V. Starr Community Center budget, expressing hope that revenue will increase now that the mask mandate has been removed. The leisure pool boiler broke down and has been inoperable for a full month. The anticipated repair date is in the first few weeks of April. Facility rentals have increased. During the pandemic it was difficult to hire employees, so MCRPD had to increase wages to attract staff. The goal is to be fully staffed and open the facility seven days a week before the end of this fiscal year. Ms. Wooden summarized budget line items, noting that the utilities expense is \$78K over what was budgeted. She explained the change in propane billing during the facility shutdown, when the propane company changed to a metering system instead of bulk delivery. The meter has since been removed and it is hoped that will reduce the utility costs. Outreach costs have been reduced by \$5K for the rest of the fiscal year. Administrative Services Supervisor/Co-Director Carly Wells reported that she is posting photos of instructors on the Center's web pages, recruiting people from the senior center for Silver Sneaker classes, and devising new and creative ways to build back the membership following the pandemic. Maintenance Supervisor Paul Kelley gave an update on facility maintenance. He noted that quite

a bit of the facility's equipment is at the end of life and more items need to be replaced on a regular basis, but it is difficult to get repair crews to Fort Bragg because of the city's distance from repair centers. Discussion was held on banking and banking fees, ADA compliant doors, and overall operations.

Angela Dominguez joined meeting at 2:30 PM.

MCRPD received funding from the CARES Act relief funds in the amount of \$602K. The transfer of the Starr Center to the City was recently completed.

Public Comment was received from Malcolm Macdonald.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 2:51 PM.

BERNIE NORVELL, MAYOR

June Lemos, MMC, City Clerk

IMAGED (_____)



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Text File

File Number: 22-107

Agenda Date: 3/14/2022

Version: 1

Status: Business

In Control: City Council

File Type: Report

Agenda Number: 8A.

Conduct City Council Discussion and Provide Direction to Staff Regarding the Manner of Holding Public Meetings for City Council, Planning Commission and Council Committees



AGENCY: City Council
MEETING DATE: March 14, 2022
DEPARTMENT: Administration
PRESENTED BY: David Spaur
EMAIL ADDRESS: dspaur@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Conduct City Council Discussion and Provide Direction to Staff Regarding the Manner of Holding Public Meetings for City Council, Planning Commission and Council Committees

ISSUE:

At the City Council meeting of February 28, 2022, Mayor Norvell requested that an item be added to the March 14th City Council agenda to discuss the manner in which public meetings are to be held. As state, county and local Covid-19 regulations are rolled back in response to a decrease in new cases, Council can choose whether to hold meetings virtually, in-person, or in a hybrid combination of the two.

ANALYSIS:

Since the early days of the Covid-19 pandemic, public meetings in the City of Fort Bragg have been held virtually via Zoom in response to state and county health orders to shelter-in-place, maintain social distancing, and wear masks. On March 4, 2022, Dr. Andrew Coren, the County Health Officer of Mendocino County, lifted the universal indoor mask mandate. As mask mandates and other Covid restrictions are relaxed, cities and counties are returning to in-person meetings or hybrid in-person/virtual meetings. As of September 29, 2021, the Fort Bragg Planning Commission voted not to make the state-mandated findings that would allow them to meet virtually and they have been meeting in person at Town Hall since that time. On February 23, 2022, the Planning Commission did make the required findings and adopted a resolution that will allow the Commission to meet virtually. The Commissioners requested that the City Council consider the options for moving toward a hybrid format for meetings to allow more public engagement.

The three options for City Council consideration regarding the holding of public meetings are:

- In person at Town Hall
- Virtually via Zoom
- Both in person and via Zoom (Hybrid)

Public meetings have been held in person at a public location since the City of Fort Bragg was incorporated in 1889. Virtual video-conference meetings have been held since approximately July of 2020. One clerk can handle the operational aspects of the meeting for either of these two options. The third option, hybrid meetings, requires additional staff to handle speaker permissions and run the timer for Zoom while the regular clerk of the meeting takes minutes, calls for votes, directs in-person public comments and operates the timer.

To properly conduct a hybrid meeting, the Council would need to authorize hiring a part-time IT person or allow overtime or comp time for current staff. The amount of this extra expense is unknown at this time, as meeting times vary. The fully-loaded rate for an administrative assistant in Community Development is currently \$54.52 per hour; Public Works project analyst, \$57.60; City Clerk, \$64.51.

During the pandemic, extra efforts to facilitate public engagement were made. During much of the quarantine time, five different methods of submitting public comment were allowed: (1) Using the raise hand feature of Zoom during a meeting; (2) Submitting comments using the eComment feature of Legistar, the City's agenda platform; (3) Emailing the clerk; (4) Delivering written comments to City Hall through the utility bill drop-box; and (5) Leaving a voice mail comment on a City phone message system. For many months, the clerks would read these written and voice mail comments into the record.

The eComment system, which cost approximately \$1,200 per year in 2020, was decommissioned after it was discovered that after a year's use, very few people were using it, most of whom had also submitted written comments by email and attended the meeting via Zoom to make live public comments.

On June 14, 2021, Council made a policy regarding the handling of written public comments. All written comments received after agenda publication are forwarded to Councilmembers and Planning Commissioners as soon as possible after receipt and are available for inspection at City Hall during normal business hours. All comments become a permanent part of the agenda packet on the day after the meeting or as soon as possible thereafter.

RECOMMENDED ACTION:

Staff recommends that City Council and Planning Commission meetings take place in a hybrid in-person/virtual format through the end of May 2022, when this provision would sunset and meetings would go back to in-person only.

It is recommended that all Committee meetings (Community Development, Finance and Administration, Public Safety, Public Works and Facilities, and Visit Fort Bragg) continue to be held virtually only.

ALTERNATIVE ACTION(S):

City Council can provide other directions to staff.

FISCAL IMPACT:

The City pays \$55/month for the Zoom webinar subscription. The cost of extra personnel to handle hybrid meetings on an annual basis is to be determined.

GREENHOUSE GAS EMISSIONS IMPACT:

Some greenhouse gas emissions may be reduced if people can attend public meetings via Zoom and not have to drive downtown to the meeting. Institution of a policy regarding public meetings in itself will not affect GHG emissions.

CONSISTENCY:

Any policies regarding public meetings would have to be consistent with the Brown Act.

IMPLEMENTATION/TIMEFRAMES

Any Council direction regarding in-person or virtual meetings be implemented at the next public meeting. Directions regarding hybrid meetings on a long-term basis would require hiring staff, which can take several months.

ATTACHMENTS:

None.

NOTIFICATION:

None.



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Text File

File Number: 22-121

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In Control: City Council

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Agenda Number: 9A.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION, Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9; Name of Case: City of Fort Bragg vs. Mendocino Railway and Does 1-10, Case No.: 21CV00850, Superior Court of the State of California, County of Mendocino