



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**

Tuesday, October 11, 2022

6:00 PM

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ZOOM WEBINAR INVITATION

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

You are invited to a Zoom webinar.

When: Oct 11, 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/82455396274>

*Or Telephone: +1 669 444 9171 or +1 719 359 4580 (*6 mute/unmute; *9 raise hand)*

Webinar ID: 824 5539 6274

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. [22-511](#) Presentation of Proclamation Recognizing the Second Week of October 2022 as Code Enforcement Appreciation Week

Attachments: [15-Code Enforcement Week](#)

- 1B. [22-521](#) Presentation of Proclamation Declaring October 2022 as Domestic Violence Awareness Month

Attachments: [16-Domestic Violence Awareness 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.

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

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

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

- 5A. [22-520](#)** Adopt by Title Only and Waive the Second Reading of Ordinance 982-2022 Repealing and Replacing Title 1 (General Provisions) of the Fort Bragg Municipal Code

Attachments: [ORD 982 Title 1 Updates](#)

- 5B. [22-519](#)** Adopt by Title Only and Waive the Second Reading of Ordinance 983-2022 Amending Section 2.04.060 (Salary Designated) of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Fort Bragg Municipal Code to Increase the Salaries of City Councilmembers

Attachments: [ORD 983 Council Salary Update](#)

- 5C. [22-503](#)** Adopt City Council Resolution Updating the City of Fort Bragg Master Salary Compensation Schedule to Add a Special Investigator Classification

Attachments: [RESO Special Investigator](#)
[2022.10.12 Special Investigator Addition](#)

- 5D. [22-505](#)** Adopt City Council Resolution Authorizing City Manager to Execute Contract Amendment for the Design of the 2022 Streets Rehabilitation Project, Project No. PWP-00120, Increasing the Amount of the Design Contract with R.E.Y.

Engineers, Inc., by a Not to Exceed Amount of \$32,900 (Account No. 421-4870-0731)

Attachments: [RESO Street Project Design Contract Amendment](#)
[REY Engineers 3rd Amd - 2022 Street Rehab](#)
[REY Engineers 3rd Amd Ex A](#)

5E. [22-512](#) Adopt City Council Resolution Endorsing Measure O

Attachments: [RESO Endorsing Measure O](#)

5F. [22-514](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

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

5G. [22-515](#) 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 Remote Meetings](#)

5H. [22-518](#) Approve Minutes of September 26, 2022

Attachments: [CCM2022-09-26](#)

5J. [22-516](#) Approve Minutes of Special Meeting of October 3, 2022

Attachments: [CCM2022-10-03 Special](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

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

7A. [22-479](#) Conduct Public Hearing, Receive Report and Public Comment on Draft Environmental Impact Report for the Proposed Grocery Outlet

Attachments: [10112022 Grocery Outlet Draft EIR](#)
[Att 1 - Notice of Availability Grocery Outlet DE](#)
[Public Comment 7A](#)
[DEIR Meeting Presentation_final](#)

8. CONDUCT OF BUSINESS

8A. [22-478](#) Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Gutierrez / Associates Architects & Planners to Provide Design and Engineering Services for the Fire Station Rehabilitation Project, City Project No. PWP-00124, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$199,000)

Attachments: [10112022 Fire Station Design Report](#)

[Att 1 - RESO 2022 Fire Station Design](#)

[Att 2 - Gutierrez Contract](#)

- 8B. [22-510](#)** Receive Recommendation from the Finance and Administration Committee on the Section 115 Investment Strategy with Public Agency Retirement Services (PARS) for the Purpose of Pre-funding the City's Future Unfunded Liability with the California Public Employees' Retirement System (CalPERS) and Provide Direction to Staff

Attachments: [10112022 Section 115 Staff Report](#)

[PARS Asset Projection - City of Fort Bragg](#)

[Section 115 Trust](#)

- 8C. [22-513](#)** Receive Report Regarding State of California Permanent Local Housing Allocation Program and Provide Direction to Staff

Attachments: [10112022 PLHA Staff Report](#)

[Slides for PLHA 10.11.2022 Updated](#)

9. CLOSED SESSION

ADJOURNMENT

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

NEXT REGULAR CITY COUNCIL MEETING: 6:00 P.M., MONDAY, OCTOBER 24, 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 October 5, 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).



City of Fort Bragg

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Text File

File Number: 22-511

Agenda Date: 10/11/2022

Version: 1

Status: Mayor's Office

In Control: City Council

File Type: Proclamation

Agenda Number: 1A.

Presentation of Proclamation Recognizing the Second Week of October 2022 as Code Enforcement Appreciation Week



PROCLAMATION



Code Enforcement Officer Week October 9 – October 15, 2022

WHEREAS, Code Enforcement Officers provide for the safety, health, and welfare of citizens in communities throughout the state of California through the enforcement of local, state and federal laws and ordinances dealing with various issues of building, zoning, housing, animal control, environment, health, and life safety; and

WHEREAS, Code Enforcement Officers have challenging and demanding roles and often do not receive recognition for the job they do in improving quality of life for residents and businesses of local communities; and

WHEREAS, Code Enforcement Officers are dedicated, highly-qualified and highly trained professionals who share the goals of preventing neighborhood deterioration, enhancing communities and ensuring safety, and preserving property values through knowledge, training and application of housing, zoning, and nuisance laws; and

WHEREAS, Code Enforcement Officers often have a highly-visible role in the communities they serve and regularly interact with the public and a variety of state, county, and local officials in their capacity as a Code Enforcement Officer; and

WHEREAS, the City of Fort Bragg wants to recognize and honor our Code Enforcement Officer, Valerie Stump, and acknowledge her role in leading the way to improve quality of life within our communities; and

NOW, THEREFORE, I, Bernie Norvell, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby proclaim the second week of October as Code Enforcement Week in the City of Fort Bragg and call upon the residents to join in recognizing and expressing their appreciation for the dedication and service by Valerie Stump, who serves as our Code Enforcement Officer.

SIGNED this 11th day of October, 2022

BERNIE NORVELL, Mayor

ATTEST:

June Lemos, MMC, City Clerk

No. 15-2022



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Text File

File Number: 22-521

Agenda Date: 10/11/2022

Version: 1

Status: Mayor's Office

In Control: City Council

File Type: Proclamation

Agenda Number: 1B.

Presentation of Proclamation Declaring October 2022 as Domestic Violence Awareness Month

Proclamation

DECLARING OCTOBER 2022 AS DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS October is annually recognized as National Domestic Violence Awareness Month; and

WHEREAS, although progress has been made toward preventing and ending domestic violence and providing support to survivors and their families, important work remains to be done; and

WHEREAS Project Sanctuary's mission is to provide trauma informed, supportive services, by offering a 24-hour hotline to victims/survivors, responding to emergency calls, offering support, and empowering those impacted by domestic violence to chart their own journey for healing; and

WHEREAS there is a need to provide education, awareness and understanding of domestic violence and its causes; and

WHEREAS approximately 40% of California women experience physical intimate partner violence in their lifetimes; and

WHEREAS domestic violence affects people of all genders, sexual orientations, ages, racial, ethnic, cultural, social, religious, and economic groups in the United States and here in California; and

WHEREAS the marginalization of certain groups in society, including undocumented individuals, transgender individuals, and people living with disabilities, increases their vulnerability to domestic violence; and

WHEREAS all communities deserve access to culturally responsive prevention programs and initiatives to improve overall community health and safety by challenging the societal norms that perpetuate violence; and

WHEREAS there were 87 domestic violence related homicides in California in 2020, of which 70 of the fatalities were female and 17 were male, 7% of all homicides in 2020 were domestic violence related; and

WHEREAS approximately 4 out of every 10 non-Hispanic Black women, 4 out of every 10 American Indian or Alaska Native women, and 1 in 2 multiracial non-Hispanic women have been the victim of rape, physical violence, and/or stalking by an intimate partner in their lifetime. These rates are 30%-50% higher than those experienced by Hispanic, White non-Hispanic women and Asian or Pacific non-Hispanic women; and

WHEREAS domestic violence is the third leading cause of homelessness among families in the United States; and

WHEREAS domestic violence has a significant economic impact on women, throughout the country, an estimated 8 million days of paid work is lost as the result of domestic violence. Domestic violence costs \$8.3 billion in expenses annually: a combination of higher medical costs (\$5.8 billion) and lost productivity (\$2.5 billion);

NOW THEREFORE, I, Bernie Norvell, Mayor of the City of Fort Bragg, on behalf of the entire City Council, join Project Sanctuary in the belief that all community members must be part of the solution to end sexual violence. Along with the United States Government and State of California, I do hereby proclaim October 2022 as "Domestic Violence Awareness Month."

SIGNED this 11th day of October, 2022

BERNIE NORVELL, Mayor

ATTEST:

June Lemos, MMC, City Clerk

No. 16-2022



City of Fort Bragg

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Text File

File Number: 22-520

Agenda Date: 10/11/2022

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 982-2022 Repealing and Replacing Title 1 (General Provisions) of the Fort Bragg Municipal Code

On October 11, 2022, the City Council of the City of Fort Bragg is to consider adoption of Ordinance 982-2022, said ordinance having been introduced for first reading (by title only and waiving further reading of the text) on September 26, 2022.

The proposed ordinance will repeal and replace Title 1 (General Provisions) of the Fort Bragg Municipal Code to update administrative procedures involving process of appeals, administrative hearings, administrative citations and other code sections to ensure that the City remains in alignment with State regulations.

If adopted, the ordinance will become effective on November 10, 2022.

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE REPEALING AND REPLACING TITLE 1 (GENERAL PROVISIONS) OF THE FORT BRAGG MUNICIPAL CODE

ORDINANCE NO. 982-2022

WHEREAS, Title 1 of the Fort Bragg Municipal Code details the Administrative Regulations, Definitions, and Processes for Administrative Hearings, Appeals of Administrative Decisions, and Administrative Citations and Penalties; and

WHEREAS, the City Council finds that updates to Title 1 of the Fort Bragg Municipal Code are necessary and appropriate to ensure that the City continues to operate in alignment with State regulations and has the full measure of legal means to enforce its ordinances.

NOW, THEREFORE, the City Council ordains as follows:

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

1. The foregoing recitals are true and correct and are made a part of this Ordinance.
2. Repealing and replacing Title 1 of the Fort Bragg Municipal Code is necessary to ensure that the City conforms to state regulations as well as provides procedures to effectively enforce all provisions of the Municipal Code.
3. There is no possibility that the adoption of this ordinance will have a significant impact on the environment, and therefore, the adoption of this ordinance is exempt from the California Environmental Quality Act (“CEQA”), pursuant to Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

Section 2. Title 1 of the Fort Bragg Municipal Code is hereby repealed and replaced to read as follows:

CHAPTER 1.04

GENERAL PROVISIONS

Section

- 1.04.010 Definitions
- 1.04.020 Grammatical interpretation
- 1.04.030 Prohibited acts include causing, permitting, and the like
- 1.04.040 Construction
- 1.04.050 Repeal shall not revive any ordinances
- 1.04.060 Misdemeanor violations

1.04.010 DEFINITIONS.

For the purpose of this code, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CENTRAL BUSINESS DISTRICT or CENTRAL TRAFFIC DISTRICT. All streets and portions of streets within the area described as follows: All that area bounded by Pine Street on the north, Oak Street on the south, Main Street on the west, McPherson Street on the east and North Harrison Street heading east on Redwood Avenue.

CHIEF OF POLICE. The Chief of Police of Fort Bragg or his or her authorized subordinate.

CITY. The City of Fort Bragg, California, or the area within the territorial limits of the City of Fort Bragg, California, and the territory outside of the City over which the City has jurisdiction or control by virtue of any constitutional or statutory provision.

CITY MANAGER. The City Manager of the City of Fort Bragg, or his or her designee.

CITY COUNCIL. The City Council of the City of Fort Bragg, California. "All its members" or "all Councilmembers" means the total number of Councilmembers provided by the general laws of the State of California.

CODE, THIS CODE, or MUNICIPAL CODE. The City of Fort Bragg's Municipal Code, all uniform codes that have been incorporated into the City's Municipal Code, and any applicable local, state or federal laws and regulations that are or may be enforced by the City, including without limitation, the State Housing Law (Cal. Health and Safety Code § 17910, et. seq.).

COUNTY. The County of Mendocino, California.

FIRE CHIEF. The Fire Chief of Fort Bragg Fire Protection Authority or his or her authorized subordinate.

HOLIDAYS. The City observes the following legal holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas. Legal holidays falling on a Saturday are observed on Friday. Legal holidays falling on a Sunday are observed on Monday.

LAW. Denotes applicable federal law, the Constitution and statutes of the State of California, the ordinances of the City of Fort Bragg, California, and when appropriate, any and all rules and regulations which may be promulgated thereunder.

MAY. Is permissive.

MUST and SHALL. Each is mandatory.

OATH. Includes affirmation.

OFFICE. The use of the title of any officer, employee, or any office, means the officer, employee, or office of Fort Bragg unless otherwise specifically designated.

OFFICIAL TIME STANDARDS. Whenever certain hours are named herein, they shall mean standard time or daylight saving time as may be in current use in this City.

ORDINANCE. A law of the City; provided that a temporary or special law, administrative action, order or directive, may be in the form of a resolution.

PERSON. Natural person, joint venture, joint stock company, organization, partnership, association, club, company, corporation, business, trust, or the manager, lessee, agent, servant, officer, or employee of any of them.

POLICE OFFICER. Every officer of the Police Department of this City or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

STATE. The State of California.

STREET. Includes all streets, highways, avenues, lanes, alleys, courts, places, squares, curbs, or other public ways in this City which have been or may hereafter be dedicated and open to public use, or such other public property so designated in any law of this state.

VEHICLE CODE. The Vehicle Code of the State of California.

WRITTEN. Includes any form of recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this code, it shall be made in writing in the English language, unless it is expressly provided otherwise.

1.04.020 GRAMMATICAL INTERPRETATION.

The following grammatical rules shall apply in the ordinances of the City.

- A. *Gender.* Any gender includes the other genders.
- B. *Singular and plural.* The singular number includes the plural and the plural includes the singular.
- C. *Tenses.* Words used in the present tense include the past and the future tenses and vice versa.
- D. *Use of words and phrases.* Words and phrases not specifically defined shall be construed according to the context and approved usage of the language.

1.04.030 PROHIBITED ACTS INCLUDE CAUSING, PERMITTING, AND THE LIKE.

Whenever in this code any act or omission is made unlawful, it shall include causing, allowing, permitting, aiding, abetting, suffering, or concealing the fact of the act or omission.

1.04.040 CONSTRUCTION.

The provisions of this code and all proceedings under it are to be construed with a view to effect its objects and to promote justice.

1.04.050 REPEAL SHALL NOT REVIVE ANY ORDINANCES.

The repeal of an ordinance shall not repeal the repealing clause of the ordinance or revive any ordinance which has been repealed thereby.

1.04.060 MISDEMEANOR VIOLATIONS.

Whenever in this code any act is prohibited or is made or declared to be unlawful or an offense, or the doing of any act is required or the failure to do any act is declared to be unlawful, such violation of this code or failure to comply with its requirements shall constitute a misdemeanor, unless expressly provided otherwise. Any violation constituting a misdemeanor under this code, may, in the discretion of the City Attorney, be charged and prosecuted as an infraction. Any person convicted of a misdemeanor under the provisions of this code, unless otherwise provided in this chapter, shall be punishable by a fine of not more than \$1,000 or by imprisonment in the county jail for a period of not more than six months or by both fine and imprisonment. Any person convicted of an infraction under the provisions of this code, unless otherwise provided in this chapter, shall be punishable by a fine only as follows: Upon a first conviction by a fine not exceeding \$100 and for a second conviction of the same ordinance within one year by a fine not exceeding \$200 and for any conviction of the same ordinance within a period of one year, by a fine not exceeding \$500 for each subsequent violation.

CHAPTER 1.06

ADMINISTRATIVE HEARING ORDINANCE

Section	
1.06.010	Title of chapter
1.06.020	Purpose and authority
1.06.030	Definitions
1.06.040	Service of notices and other writings
1.06.050	Form of notice of hearing
1.06.060	Hearing and Hearing Officer
1.06.070	Emergency hearing/decision
1.06.080	Hearing procedures and rules
1.06.090	Decision
1.06.100	Decision in writing
1.06.110	Payment and collection of penalties
1.06.120	Defaults and uncontested cases

- 1.06.130 Cost accounts
- 1.06.140 Imposition of liens or special assessments
- 1.06.150 Judicial review of decision of hearing body or hearing officer

1.06.010 TITLE OF CHAPTER.

This chapter shall be known as the Administrative Hearing Ordinance.

1.06.020 PURPOSE AND AUTHORITY.

The City Council establishes the procedures set forth in this chapter to provide administrative hearing procedures pursuant to Cal. Government Code § 36900, et seq., 38660, 38771 through 38775, inclusive, 53069.4, 54988 and all other statutes and laws referenced herein.

1.06.030 DEFINITIONS.

For the purpose of this chapter, Chapter 1.08, and Chapter 1.12, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CODE, THIS CODE, or MUNICIPAL CODE. The City of Fort Bragg’s Municipal Code, all uniform codes that have been incorporated into the City’s Municipal Code, and any applicable local, state or federal laws and regulations that are or may be enforced by the City, including without limitation, the State Housing Law (Health and Safety Code § 17910, et. seq.).

DAY or DAYS. Calendar days.

HEARING BODY. For Land Use and Development Code-related matters governed by Titles 17 and 18 of this Code, the Hearing Body is the Planning Commission, with appeals to the City Council. For all other Municipal Code violations, the initial hearing shall be conducted before a Hearing Officer, as defined below.

HEARING OFFICER. The City Manager or any person or persons appointed by the City Manager to conduct hearings pursuant to this chapter.

RESPONSIBLE PARTY or RESPONSIBLE PARTIES. Any person, firm, association, club or organization (including informal clubs or organizations), corporation, partnership, trust(ee), or entity, and a parent or legal guardian of any person(s) under eighteen years of age, whose acts or omissions have caused or contributed to a violation of this Code, and shall include any owner(s) or occupant(s) of the affected property, or any party with a legal interest in the affected property.

1.06.040 SERVICE OF NOTICES AND OTHER WRITINGS.

Service of a writing on, or giving of notice to, a Responsible Party in a procedure provided for in this chapter is subject to the following provisions:

A. The writing or notice shall be delivered personally or sent by mail or other means to the Responsible Party at the Responsible Party's last known address or, if the Responsible Party is a party with an attorney or other authorized representative of record in the proceeding, to the Responsible Party's attorney or other authorized representative. If the Responsible Party has an address on file with the City, the Responsible Party's last known address is the address on file with the City;

B. Unless otherwise specified in the Municipal Code, service or notice by mail may be by first-class mail, registered mail, or certified mail, by mail delivery service, by facsimile transmission if complete and without error, or by other electronic means as provided by law, at the discretion of the sender. Service by mail or mail delivery service shall be effective on the date of deposit, and service by facsimile or other electronic means shall be effective when sent.

1.06.050 FORM OF NOTICE OF HEARING.

The Notice of Hearing shall be served as provided in § 1.06.040 at least twenty (20) calendar days prior to the date set for the hearing. The Notice of Hearing shall be in substantially the following form, but may include other information:

"You are hereby notified that a hearing will be held before [insert the name of the Hearing Body or Hearing Officer] at [insert the place of the hearing] on the _____ day of _____, 20____, at the hour of _____, regarding

_____. You may be present at the hearing. You have the right to be represented by an attorney at your own expense, or to represent yourself without legal counsel. You may present any relevant evidence, question any witnesses testifying or evidence presented against you, and call witnesses on your behalf."

If any City representative submits a written report or other material concerning the subject matter of the hearing to the Hearing Officer or Hearing Body for consideration at the hearing, then a copy of the report or other material shall be served on the person requesting the hearing and the Responsible Parties at least five (5) calendar days before the hearing.

1.06.060 HEARING AND HEARING OFFICER.

A. *Hearing Officer.* A person may not serve as a Hearing Officer or as part of a Hearing Body in any of the following circumstances:

1. If the person has served as an investigator, prosecutor or advocate in the proceeding or in its pre-hearing stage; or
2. If the person is subject to the authority, direction or discretion of a person who has served as an investigator, prosecutor or advocate in the proceeding or its pre-hearing stage.

B. *Powers of the Hearing Officer.* The Hearing Officer shall have the following powers:

1. Conduct Administrative Citation hearings and administrative appeal hearings as provided under the authority of this Code.
2. Continue a hearing based on good cause shown by one of the parties to the hearing or upon his/her/its own independent determination that due process has not been adequately afforded to a Responsible Party.
3. Exercise continuing jurisdiction over the subject matter of an appeal hearing for the purposes of granting a continuance, ensuring compliance with an Administrative Citation, modifying an Administrative Citation, or where extraordinary circumstances exist, granting a new administrative hearing.
4. Require and direct a Responsible Party to post a performance bond to ensure compliance with an Administrative Citation.
5. Rule upon the merits of an appeal hearing upon consideration of the evidence submitted and issue a written decision resolving the case.
6. Uphold, award, impose, assess, or deny a fine or penalty authorized under this Code;
7. Assess administrative costs according to proof.
8. Set, increase, or decrease, according to proof, the amount of fine or penalty or the daily rate of such fine or penalty sought by the City to be awarded, imposed, or assessed in those cases where the fine or penalty is not fixed but is subject to a range as otherwise established by this Code.
9. In those cases where the fine or penalty is not fixed but is subject to a range as otherwise established by this Code, determine the date certain upon which the assessment of civil penalties shall begin; and, where the corrections are subsequently completed to the City's satisfaction, the date certain upon which the assessment of civil penalties shall end. If the violations have not been so corrected, the daily accrual of the penalties assessed shall continue until the violations are corrected or the legal maximum limit is reached.
10. Where appropriate and as a condition of compliance in correcting the violations at issue, require each Responsible Party to cease violating this Code and to make all necessary corrections as specified by the City.

C. *Evidence.* Each party shall have the right to call and examine witnesses and introduce exhibits. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The Hearing Officer or Hearing Body has the right to ask questions and the discretion to exclude evidence if its tendency to prove or disprove an issue is substantially outweighed by the likelihood that its admission will not assist in proving or clarifying a material issue or consume an undue amount of time. Evidence offered during a hearing must be credible and relevant in the estimation of the hearing body or hearing officer, but formal rules

governing the presentation and consideration of evidence shall not apply. Evidence presented by staff or other official of the City tending to support an administrative decision shall constitute prima facie evidence that the decision was justified. The burden of proof shall then be on the aggrieved party or other person challenging the decision to refute such evidence. The standard to be applied for meeting such burden shall be a preponderance of evidence.

1.06.070 EMERGENCY HEARING/DECISION.

- A. A Hearing Officer or Hearing Body may issue an emergency decision for temporary, interim relief if a situation exists that involves an immediate danger to the public health, safety or welfare that requires immediate action. The underlying issue giving rise to the temporary, interim relief is subject to the regular hearing procedures set forth herein.
- B. Before issuing an emergency decision under this section, the Hearing Officer or Hearing Body shall, if practicable, give the person who is the subject of the decision notice and an opportunity to be heard. Such notice may be oral or written, including notice by telephone, facsimile transmission or other electronic means, as the circumstances permit.
- C. The Hearing Officer or Hearing Body shall issue an emergency decision, including a brief explanation of the factual and legal basis and reasons for the emergency decision, to justify the determination of an immediate danger and the decision to take the specific action. The City shall give notice to the extent practicable to the Responsible Party(ies). The emergency decision is effective when issued or as provided in the decision.
- D. After issuing an emergency decision under this section for temporary, interim relief, a regular hearing shall be conducted to resolve the underlying issues giving rise to the emergency decision. The City shall commence the regular hearing proceeding within ten (10) calendar days after issuing an emergency decision under this section. COMMENCE for purposes of this section means serving a Notice of Hearing pursuant to § 1.06.040 of this chapter.

1.06.080 HEARING PROCEDURES AND RULES.

- A. At any time prior to or after the Hearing, the Hearing Officer may:
 - 1. Request relevant documents or information from any party to the appeal, however, the substance of the request and response, including any responsive documents, shall be shared with all parties to the appeal;
 - 2. Request that a pre-hearing conference be held by telephone, video conference, or by written correspondence, such as email, for the purpose of addressing preliminary matters of fact, law, or logistics;
 - 3. Request that the City Clerk send out notices or provide correspondence on behalf of the Hearing Officer.

- B. At any time prior to the Hearing, any party to the appeal may contact the Hearing Officer in writing with respect to the appeal so long as the correspondence is also sent to all other parties to the appeal.
- C. At the prescribed time and place for the hearing, the Hearing Officer shall consider relevant evidence and arguments from all parties, including but not limited to whether or not to confirm, alter or strike down the penalties imposed by the Citation.
- D. The Administrative Citation and any additional documents submitted by the City shall constitute prima facie evidence of the respective facts contained in those documents.
- E. Appellant bears the burden of proving that the citation was flawed and/or that the penalties imposed by the Citation should either be modified or stricken.
- F. The standard of proof shall be a preponderance of the evidence.
- G. Personal information about any reporting party related to the violation(s) shall not be disclosed.
- H. Parties may choose to be represented by an attorney. However, formal rules of evidence or procedure in any proceeding subject to this Chapter shall not apply. Nonetheless, any failure to make a timely objection to offered evidence constitutes a waiver of the objection. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. The Hearing Officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will cause undue consumption of time.
- I. The failure of any appellant of an Administrative Citation to appear at the scheduled hearing shall constitute a failure to exhaust administrative remedies.
- J. The Hearing Officer may continue the hearing and request additional information from the parties prior to issuing a written decision.
- K. The Hearing Officer may issue any orders respecting the logistical administration of the hearing that it deems appropriate and just.

1.06.090 DECISION.

- A. Within ten (10) calendar days following the conclusion of the hearing, the Hearing Officer or Hearing Body shall make a decision regarding the issues presented during the course of the hearing, and the decision shall be based on a preponderance of the evidence. After making a decision, the Hearing Officer or Hearing Body may issue an appropriate order.
- B. A copy of an abatement order, administrative order, or decision of the Hearing Officer or Hearing Body shall be served on the Responsible Party in the same manner as used for service of a Notice of Hearing as described in § 1.06.040. Proof of service of the order or

decision shall be certified by a written declaration under penalty of perjury executed by the person effecting service, declaring the date, time, and manner that service was made.

C. An order shall become effective and enforceable immediately after announcement or service of such order unless the order includes a later effective date.

D. An order may include any combination of the following remedies:

1. Impose or uphold an administrative penalty, subject to Cal. Government Code § 36900(b) and §53069.4, as set forth in chapter 1.12.
2. Issue a “cease and desist” order requiring the Responsible Party(ies), or any agent, representative, employee, or contractor of a Responsible Party, to immediately stop any act, conduct, or condition that is a violation of this Code. A cease and desist order issued pursuant to this section shall be effective upon issuance and shall be served on the Responsible Party(ies) in the manner specified in § 1.06.040.
3. Require the Responsible Party(ies) to correct or eliminate any violation, including a proposed schedule for correction or elimination of said violation within a reasonable time. If a violation pertains to building, plumbing, electrical, or any other structural or zoning issues and the violation does not create an immediate threat to health or safety, the Responsible Party(ies) shall be provided at least fifteen (15) calendar days to correct, abate, or otherwise remedy the violation.
4. Require the Responsible Party(ies), or authorize the City, to restore a site or location that has been damaged or disturbed as a result of a violation of this Code to a pre-violation condition. Any order authorizing the City to undertake restoration efforts shall include provisions for the City to recover all restoration costs and expenses, including administrative costs, from the Responsible Party(ies).
5. Require the Responsible Party(ies), or authorize the City, to mitigate any damage or disturbance to protected or environmentally sensitive areas as a result of any violation, including without limitation, off-site replacement of damaged or destroyed natural resources where on-site restoration or mitigation is not feasible, as determined by the City. Any order authorizing the City to undertake mitigation efforts shall include provisions for the City to recover all costs of abatement, including mitigation costs and expenses, and may include attorneys’ fees, from the Responsible Party(ies).
6. Impose conditions that restrict or regulate the development of, use of, or activity on real property where a nexus exists between a Code violation(s) and the development, use or activity. Conditions may be imposed until the violations are fully abated. Restrictions and regulations on current or future development, use or activity may include site restoration and/or the suspension or revocation of any entitlements issued by the City.
7. Authorize the City to abate or cause the abatement of any nuisance condition, including without limitation those conditions described in § 6.12.040 of this Code, where the

Responsible Party has refused or has otherwise neglected or is unable to take steps to correct or eliminate said conditions. The order shall specify that if the City undertakes to abate or eliminate any nuisance condition, the City shall be entitled to recover all costs of abatement incurred in performing such work and other costs necessary to enforce the order, in accordance with §§ 6.12.040 and 6.12.050 of this Code. Such costs may be recovered by the City as a personal obligation and/or through a lien or a special assessment on the affected property as provided in § 6.12.160 of this Code.

8. Sustain, modify, or overrule a Notice of Violation issued by a Code Enforcement Officer, pursuant to § 6.12.060 of this Code.

9. Any other order or remedy that serves the interests of justice.

E. The City may seek to enforce any administrative order by confirmation from a court of competent jurisdiction. Any order that is judicially confirmed may be enforced through all applicable judicial enforcement measures, including without limitation, contempt proceedings upon a subsequent violation of such order.

1.06.100 DECISION IN WRITING.

The decision of a Hearing Officer or Hearing Body shall be in writing and shall include a statement of the factual and legal basis for the decision. The statement of the factual basis for the decision shall be based on the evidence presented at the hearing and in the record on the proceedings.

1.06.110 PAYMENT AND COLLECTION OF PENALTIES.

A. If an administrative penalty is imposed and the Responsible Party fails to timely request an administrative hearing in accordance with this chapter, the Responsible Party shall pay the amount of the penalty within thirty (30) days of the effective date of the penalty, unless an extension of time is requested by the party against whom the penalty is imposed and the request is granted by the City Manager in the case of a penalty imposed by a Code Enforcement Officer pursuant to § 6.12.155 of this Code, or by the Hearing Officer or Hearing Body if the penalty was imposed as part of an administrative order after a hearing pursuant to this chapter. Any penalty imposed shall be payable to the City, or to a collection agency if the penalty has been assigned to a collection agency pursuant to subsection C of this section.

B. If the amount of any penalty imposed for a violation relating to an affected property has not been satisfied in full within sixty (60) days of the date due and has not been successfully challenged by appeal pursuant to Chapter 1.08 of this Code or in court, the penalty amount may become a special assessment or lien against the affected property, as provided in § 1.06.140. If the City elects to make any penalty a special assessment or lien against the affected property, a statement of the amount due, and any additional costs or expenses that may be recoverable as part of the enforcement action, shall be prepared and submitted to the City Council for confirmation in accordance with the procedures described in § 1.06.130.

C. Notwithstanding subsection B of this section, the amount of any unpaid penalty may be collected by commencement of a civil action to collect such penalty, or in any other manner provided by law for the collection of debts, including assignment of the debt to a collection agency. Subject to the requirements of this Code and other applicable law, amounts assigned for collection are subject to collection agency rules, regulations and policies. The City shall be entitled to recover any and all costs, including attorneys' fees, associated with collection of any such penalty.

D. The payment of a penalty by or on behalf of any Responsible Party shall not relieve such party from the responsibility of correcting, removing or abating any nuisance condition, or performing restoration where required, nor prevent further proceedings under this Code or any other authority to achieve the correction, removal or abatement of a nuisance, or any required restoration.

1.06.120 DEFAULTS AND UNCONTESTED CASES.

Any Responsible Party who either fails to file a request for a hearing or an appeal or fails to appear at a duly noticed hearing, shall be deemed to have waived their right to a hearing, the adjudication of the issues related to the hearing, any and all rights afforded under this Code, and shall be deemed to have failed to exhaust their administrative remedies. The City may take action based on the record without further notice to the Responsible Party(ies), except as otherwise provided herein.

1.06.130 COST ACCOUNTS.

A. If an administrative order authorizes the City to recover its costs associated with the administrative proceeding, the City shall keep an accounting of such costs, and shall render a written report ("the cost report") to the City Council showing the costs incurred by the City. The cost report shall be agendaized as a "public hearing" item by the City Clerk at a subsequent City Council meeting following the required notice periods.

B. At least ten (10) days prior to the submission of the cost report to the City Council, the City Clerk shall cause a copy of the cost report to be mailed to the Responsible Party(ies) and/or to the owner of the property that was the subject of the administrative hearing. If the administrative hearing concerns conditions or uses of real property, a copy of the cost report shall be mailed to the owner(s) at the address shown for such owner(s) in the most recent tax assessor's records. The City Clerk shall also cause a Notice of Hearing to be mailed to the same person(s) or entity receiving a copy of the cost report. The Notice of Hearing shall set forth the date, time and location of the City Council meeting at which the cost report shall be submitted to the City Council.

C. At the time and place fixed for receiving and considering the cost report, the City Council shall hear a summary of the cost report and any objections by the Responsible Party(ies) or property owner against whom such costs are being charged or against whose property an abatement lien or special assessment may be imposed. After considering the cost report and

any objections thereto, the City Council may make such modifications to the cost report as it deems appropriate, after which the report may be confirmed by order of the City Council.

D. At the hearing on the cost report, the City Council may also authorize the imposition of a lien or special assessment on the property that was the subject of the administrative hearing pursuant to § 1.06.140.

E. A copy of a Council order confirming costs against the Responsible Party(ies) shall be served on the Responsible Party(ies) within ten (10) days of such order in the manner described in § 1.06.040. Any Responsible Party against whom costs are awarded by Council order shall have the right to seek judicial review of such order by filing a petition for writ of mandate in accordance with Cal. Code of Civil Procedure § 1094.5.

1.06.140 IMPOSITION OF LIENS OR SPECIAL ASSESSMENTS.

A. Any penalty imposed pursuant to this chapter, any administrative costs or other expenses that are levied in accordance with this Code, whether imposed or levied judicially or administratively, may be enforced by the recordation of a lien against the property of the owner of the real property where the nuisance condition existed. Any such lien shall be recorded in the office of the Mendocino County Recorder, and from the date of recording shall have the force, effect, and priority of a judgment lien. A lien authorized by this subsection shall specify the amount of the lien, that the lien is being imposed on behalf of the City, the date of any administrative order issued pursuant to this chapter, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the record owner of the parcel.

B. Before recordation of a lien authorized by this section, a Notice of Lien shall be served on the Responsible Party(ies) and/or owner of record of the parcel of land to which the lien is directed, based on the last equalized assessment roll or the supplemental roll, whichever is more current. The Notice of Lien shall be served in the same manner as a summons in a civil action. If the owner of record cannot be found, after a diligent search, the Notice of Lien may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten (10) days and publication thereof in a newspaper of general circulation published in Mendocino County.

C. Any fee imposed on the City by the County Recorder for costs of processing and recording the lien as well as the cost of providing notice to the owner in the manner described herein may be recovered from the owner in any foreclosure action to enforce the lien or upon sale of the property on which the City has placed a lien following recordation.

D. As an alternative to the lien procedure described above, any associated costs or expenses, whether imposed or levied judicially or administratively, may become a special assessment against the real property that was the subject of the administrative hearing. Any special assessment imposed on real property pursuant to this section may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as is

provided for ordinary municipal taxes. Notice of any special assessment that is levied on real property pursuant to this section shall be given to the owner by certified mail, and shall contain the information set forth in Cal. Government Code § 38773.5(c). All laws applicable to the levy, collection, and enforcement of municipal taxes, including those described in Cal. Government Code § 38773.5(c), shall be applicable to such special assessment.

1.06.150 JUDICIAL REVIEW OF DECISION OF HEARING BODY OR HEARING OFFICER.

A. Except for an administrative decision made by the Planning Commission as the Hearing Body (which may be appealed to the City Council), or any decision that may be appealed to the Coastal Commission pursuant to the California Coastal Act, any Responsible Party who is aggrieved by a decision of a Hearing Officer or Hearing Body, and who has exhausted the administrative remedies provided in this Code, or any other applicable law, shall have the right to seek judicial review of such decision by filing a petition for writ of mandate in accordance with Cal. Code of Civil Procedure § 1094.5. A petition for writ of mandate must be filed within ninety days (90) after the administrative decision becomes final (as determined in Cal. Code of Civil Procedure § 1094.6). Notwithstanding these time limits, where a shorter time limitation is provided by any other law, including that set forth in Cal. Government Code § 53069.4 (see subsection E of this section), such shorter time limit shall apply.

B. Written notice of the time limitation in which a party may seek judicial review of an administrative order or decision (except for the imposition of an administrative penalty) shall be given to all Responsible Parties in the matter by the City in substantially the following form: “Judicial review of this decision may be sought by following the procedure outlined in Cal. Code of Civil Procedure § 1094.5. Judicial review must be sought not later than the 90th day following the date on which this decision becomes final, except that where a shorter time is provided by any state or federal law, such shorter time limit shall apply.”

C. This section shall not be deemed to revive any cause of action or grounds for relief through a special proceeding that is barred by law or equity.

D. All costs of preparing an administrative record that may be recovered by a local agency pursuant to Cal. Code of Civil Procedure § 1094.5(a) or successor statute shall be paid by the petitioner prior to delivery of the record to petitioner.

E. Any Responsible Party against whom an administrative penalty has been imposed pursuant to this chapter and who has exhausted the administrative remedies provided in this Code or other applicable law may obtain judicial review of said penalty pursuant to Cal. Government Code § 53069.4 by filing an appeal with the Mendocino County Superior Court, subject to the time limits described therein. Any such appeal shall be filed as a limited civil case. Written notice of the subject time limits shall be given to all Responsible Parties against whom a penalty is imposed in substantially the following form:

“The time within which judicial review of the penalty imposed by this order must be sought is governed by Government Code § 53069.4. Judicial review must be sought not later than 20 days after service of the order imposing or confirming such penalty.”

CHAPTER 1.08

APPEAL OF ADMINISTRATIVE DECISION

Section

- 1.08.010 Appeal of administrative decision and citation
- 1.08.020 Enforcement stayed during appeal
- 1.08.030 Procedure for a request for hearing/appeal of an administrative citation

1.08.010 APPEAL OF ADMINISTRATIVE DECISION AND CITATION.

A. Any challenge to an administrative decision to revoke, suspend, limit or condition a right, activity, license or privilege, or from an administrative citation issued pursuant to Chapter 1.12, may be appealed by a Responsible Party in the administrative decision to revoke, suspend, limit or condition a right, activity, license or privilege pursuant to the procedures set forth in Section 1.08.030. Any appeal hearing before a Hearing Officer or Hearing Body, except as may otherwise be provided in the Fort Bragg Municipal Code, shall be subject to, and conducted in accordance with, the Administrative Hearing Ordinance, codified in Chapter 1.06 of the Fort Bragg Municipal Code, as the same may be amended from time to time (referred to hereinafter in this chapter as "Administrative Hearing Ordinance"). This chapter shall not apply to actions, determinations, or decisions that are appealable to the California Coastal Commission pursuant to §§ 17.71.045, 17.92.040 and any other provision of the Coastal Land Use and Development Code.

B. Except for appeals to the Coastal Commission, all requests for an appeal hearing must be filed with the City Clerk within ten (10) days from the date of service of any determination, action or decision unless another provision of this code provides an alternate timeline for appeal.

C. Failure to timely submit a Request for Hearing of any administrative penalty or decision constitutes a waiver of the right to an administrative hearing and a failure to exhaust administrative remedies.

1.08.020 ENFORCEMENT STAYED DURING APPEAL.

Enforcement of an administrative penalty, decision or order shall be stayed during the pendency of an appeal therefrom which is properly and timely filed, unless the City obtains an order from a court of competent jurisdiction, based on a showing of good cause, requiring or authorizing the enforcement of such penalty, decision or order. Good cause may be shown by evidence indicating that a stay of enforcement (1) will result in harm to the City and/or to persons or property; (2) has burdens or consequences that outweigh the benefit(s) of the condition or activity that is the subject matter of the administrative penalty, decision or order; (3) will allow conditions or activities that are otherwise illegal or are in clear violation of a provision of law that the City is authorized to enforce; or (4) is contrary to the interests of justice. The foregoing examples of "good cause" are not intended to be exhaustive.

1.08.030 PROCEDURE FOR A REQUEST FOR HEARING/APPEAL OF AN ADMINISTRATIVE CITATION.

A. Time to file an Appeal. Within ten (10) days from the date that an administrative decision is made or a penalty pursuant to chapter 1.12 becomes due, any Responsible Party may contest any aspect of the administrative decision, Citation or penalty imposed.

B. To appeal, the Responsible party must give notice to the City Clerk before the time to appeal expires by either completing and returning a notice of appeal of Citation form, or by providing a document, in writing, bearing the title, "Appeal of Administrative Decision/Citation," containing:

1. The name, address and phone number of the appellant who is the Responsible Party or a representative of the Responsible Party;
2. Sufficient information to identify the administrative decision and/or Citation; and
3. The grounds on which the administrative decision and/or Citation is being contested, including, but not limited to, denial that a violation occurred, denial that a violation was not corrected within the applicable correction period, denial that the Responsible Party is responsible for the violation, or denial that the circumstances warrant imposition of the fine(s) prescribed.

C. Every appeal received by the City pursuant to this section may be reviewed to determine if the appeal is complete, valid and timely. If the City determines that the request for appeal is not timely, or is based on grounds not authorized by this Chapter, or is missing information required by this section, the request for appeal may be rejected by the City, and the City will notify the appellant of the same using the contact information provided in the appeal documents, or if no contact information was provided, using the address at which the administrative decision and/or Citation at issue was delivered. The rejection of an appeal, which is determined to be incomplete, invalid or untimely, does not extend the time in which the appellant has to file its appeal.

D. The City Clerk, having received a complete, valid and timely appeal, shall set the time and place for hearing and shall serve a Notice of Hearing in a form and in the manner described in the Administrative Hearing Ordinance, Chapter 1.06. It shall be sufficient to provide notice to the appellant by using the address listed in the request for appeal.

E. An appeal hearing shall be set for a date not less than twenty (20) calendar days nor more than sixty (60) calendar days from the date the appeal is filed, unless the Hearing Officer or Hearing Body determines that the matter is urgent or that good cause exists for an extension of time, in which case the hearing date may be shortened or extended, as warranted by the circumstances.

F. At the place and time set forth in the Notice of Hearing, an appeal hearing shall be conducted according to the procedures described in the Administrative Hearing Ordinance.

The failure of a responsible party, as that term is defined in the Administrative Hearing Ordinance, or of any other interested party, to appear at the hearing following proper notice shall constitute a waiver of the right to be heard and a failure by such party to exhaust his/her/its administrative remedies, as further set forth in section 1.06.120.

G. Within ten (10) calendar days following the conclusion of the hearing, the Hearing Officer or Hearing Body shall make a decision regarding the issues presented during the course of the hearing, and the decision shall be based on a preponderance of the evidence. The decision of the Hearing Officer can include whether or not to grant a hardship waiver, and whether or not the city is entitled to reimbursement for costs for the Hearing Officer's services. After making a decision, the Hearing Officer or Hearing Body shall issue a written decision on the appeal. The decision of the Hearing Officer shall be final.

H. Any person who is aggrieved by a decision of a hearing shall have the right to seek judicial review of such decision in accordance with § 1.06.150 of the Administrative Hearing Ordinance.

CHAPTER 1.12

ADMINISTRATIVE CITATIONS AND PENALTIES

Section	
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1.12.040	Scope of Chapter
1.12.050	Nonexclusivity and Election of Proceedings
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1.12.070	Administrative Penalty; Amounts
1.12.080	Citation for Violation of the Code
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1.12.010 Findings and Purpose.

The City Council finds and declares all of the following:

- A. The enforcement of the Fort Bragg Municipal Code is an important public service and is vital to the protection of the public's health, safety and quality of life.
- B. There is a need to establish various mechanisms for the remediation of violations of City ordinances.
- C. Traditional methods of code enforcement through civil litigation and criminal prosecution can be time-consuming and ineffective.

D. Enforcing the Fort Bragg Municipal Code through administrative citations enhances the City's ability to recover its costs and maintain the integrity of the code enforcement system. It also improves the City's ability to impose and collect penalties from violators, which helps to deter future violations.

E. Pursuant to Section 53069.4 of the California Government Code, the City Council elects to create a system of administrative citations and hearings to ensure prompt and responsive compliance with the Fort Bragg City Code and state law.

1.12.020 Citation.

This chapter shall be referred to as the "Fort Bragg City Administrative Citation Ordinance."

1.12.030 Definitions.

The definitions set forth in Section 1.04.010 and 1.06.030 apply in addition to the following:

A. "Administrative Costs" means all costs incurred by or on behalf of the City from the first discovery of the violation of the Code through the appeal process and until compliance is achieved, including but not limited to, staff time in investigating the violation, inspecting the property where the violation occurred, preparing investigation reports, sending notices, preparing for and attending any appeal hearing, attorneys' fees, and fees paid to the Hearing Officer. "Administrative Cost" shall not mean the administrative citation fines and the administrative civil penalties assessed pursuant to this chapter. "Administrative Costs" shall not mean late payment charges that accrue, or collection costs incurred, as a result of unpaid administrative citation fines.

B. "Administrative Code Enforcement Remedies" means administrative abatement, summary abatement, administrative citations, and administrative civil penalties as provided in this Code; and recordation of any notice, including notice of pendency of administrative proceeding, to the property owner and all other interested parties of violations of any provisions contained in this Code.

C. "Citation" or "Administrative Citation" means a civil citation issued pursuant to this chapter stating that there has been a violation of one (1) or more provisions of the Code and setting the amount of the administrative penalty to be paid by the Responsible Party.

D. "Department" means the City department that issued the Citation.

E. "Enforcement Officer" shall mean any City employee or officer of the City with the authority to enforce any provision of this Code, or such employee's or officer's designee.

1.12.040 Scope of Chapter.

A. This chapter may be used by any officer, agent or employee of the City who is authorized to enforce this Code, or any non-codified City ordinance or law.

B. Use of this chapter for the enforcement of code provisions shall be at the sole discretion of the City, its officers, agents and employees.

C. This chapter may be utilized to the extent that the provisions herein do not conflict with due process or any other law.

D. This chapter shall not apply to the extent that other provisions of the Code, or other applicable local, state or federal law provide an exclusive remedy.

1.12.050 Nonexclusivity and Election of Proceedings.

This chapter provides for enforcement proceedings that are supplemental to all other enforcement proceedings provided elsewhere in the Code, or by state or federal law, whether administrative, civil or criminal in nature. As such, the provisions of this chapter may be utilized alone or in conjunction with other provisions of the Code to enforce all the provisions of the Code. This chapter shall not apply to the extent that other provisions of the Code state an exclusive remedy within a particular title or chapter. Election to employ one (1) or more proceedings provided in this chapter shall be at the sole discretion of the City, and shall be without prejudice to the City choosing to also proceed simultaneously or subsequently by pursuing different enforcement proceedings with respect to the same violation.

1.12.060 Recordation of Notice of Violation.

A. Whenever a person authorized by the City issues a Citation or notice regarding a violation of this Code that relates to real property, the City may record a notice with the Mendocino County Recorder pursuant to the provisions in this section.

B. The provisions of this section do not limit or otherwise restrict the recording of notices that are permitted to be recorded by some other authority, such as a different ordinance or statute.

C. The notice of violation to be recorded shall:

1. Specify the names of the record owners,
2. Describe the real property, and
3. Describe the violations on the property.

D. At least thirty (30) days prior to recording such notice the City shall advise the owner or owners of the property to be affected by the notice of violation about the City's intent to record the notice of violation.

1. Such advisement about the City's intent to record shall be provided to the owner(s) in writing, and may be served on the owner(s) in person, or by first class mail, postage prepaid.

2. If service is made by mail, the City may use the address as reported on the latest equalized assessment roll, and the notice shall not be recorded until after at least thirty-five (35) days from the date of mailing.

E. The notice of intent to record shall specify a date certain, prior to recordation, on or before which evidence and/or arguments may be presented or submitted to the issuing department as to why the notice of violation should not be recorded.

F. Evidence that is timely submitted or presented to the issuing Department shall be reviewed and considered by the issuing Department, and the Department's written response shall become the final administrative determination.

G. If evidence is not timely presented or submitted as to why a notice should not be recorded, then the owner(s) and any other responsible party(ies) waive their right to administrative review, and the notice of intent to record will become the final administrative determination.

H. After issuance of the notice of intent to record, the notice of violation may be recorded immediately after the requisite time period has expired if evidence was not timely presented or submitted, and if evidence was timely presented or submitted, such notice of violation may be recorded after the department's written response and after expiration of the requisite time period.

1.12.070 Administrative Penalty; Amounts.

A. Any Responsible Party violating any provision of the Code, any non-codified ordinance or other Fort Bragg City law, or any law that is specifically adopted or otherwise incorporated into the Code, may be issued an Administrative Citation by an Enforcement Officer in accordance with the provisions of this chapter.

B. Each and every day a violation of the provisions of the Code exists constitutes a separate and distinct offense.

C. The Enforcement Officer may issue a Citation for a violation not committed in the official's presence, if the Enforcement Officer has determined through investigation that the Responsible Party did commit or is otherwise responsible for the violation.

D. A civil fine shall be assessed by means of an Administrative Citation issued by the Enforcement Officer and shall be payable directly to the City of Fort Bragg.

E. Unless otherwise provided for in this chapter or elsewhere in the Code, the amount of the fine for each violation shall be:

1. A fine not exceeding one hundred dollars (\$100.00) for a first violation;

2. A fine not exceeding two hundred dollars (\$200.00) for a second violation of the same Code provision within one (1) year from the date of the first violation;
3. A fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same Code provision within one (1) year from the date of the first violation.

F. Unless otherwise provided for in this chapter or elsewhere in the Code, the amount of the fine for each violation of any local building or safety code shall be:

1. A fine not exceeding one hundred thirty dollars (\$130.00) for a first violation;
2. A fine not exceeding seven hundred dollars (\$700.00) for a second violation of the same Code provision within one (1) year from the date of the first violation;
3. A fine not exceeding one thousand three dollars (\$1,300.00) for each subsequent violation of the same Code provision within one (1) year from the date of the first violation.

G. If the maximum fines allowed to be charged by California Government Code section 36900 for violations that are infractions increases or decreases, then the revised amounts allowed or permitted by California state law shall automatically apply to subsections 1.12.070(E) and (F), as of the effective date of the change in State law, for all offenses for which a different penalty has not otherwise been provided by this Code.

H. Whenever the City finds that a person is maintaining a public nuisance as defined by this Code or a non-codified Fort Bragg City ordinance, such maintenance of the public nuisance is a violation of this Code and may be enforced by imposition of administrative penalties pursuant to the provisions of this Chapter as an additional or alternative enforcement mechanism.

I. The administrative penalty shall become effective immediately upon service of the Administrative Citation. Failure to correct a violation within twenty-four (24) hours of service of a Citation, unless the Citation indicates a longer period of time, may result in the issuance of a subsequent Citation or Citations, which may impose a higher penalty or penalties.

J. If a Citation indicates that penalties will accrue daily, then for each twenty-four (24) hour period that the violation remains uncorrected, an additional penalty will be imposed as stated in the Citation, for up to ninety (90) days.

K. A Citation will have the following effects if it is issued for an uncorrected violation for which a Citation had previously been issued:

1. The penalty imposed by the new Citation will take effect on the day it is served;
2. If a penalty had been accruing daily as a result of the prior Citation, then the prior penalty imposed will cease to accrue upon imposition of the new Citation.

L. A penalty imposed by a Citation for a single occurrence shall become due immediately upon service of the Citation, and shall be paid to the City no later than thirty (30) days after service of the Citation unless otherwise agreed to by the City.

M. A penalty imposed by a Citation that specifies a daily accrual amount shall become due on the first day that the penalties no longer accrue - the earlier of either the violation being confirmed by the City as corrected, the service of a subsequent Citation for the same recurring violation, or the expiration of ninety (90) days after service of the Citation; such penalty due shall be paid to the City no later than thirty (30) days after the penalty becomes due unless otherwise agreed to by the City.

N. Rescission and Modification of Citation:

1. The daily accrual of penalties associated with an issued Citation may be paused by the Department if such pause is part of a strategy to obtain code compliance.
2. A Citation, along with any associated monetary penalty, may be rescinded and voided by the director of the Department, or authorized designee, if done for the purpose of correcting a mistake by the City, or as part of a strategy to obtain code compliance.
3. Citation penalties may be reduced by informal agreement with the Responsible Party by the director of the Department, or authorized designee, if such reduction is part of a strategy to obtain code compliance. However, in the absence of City Council approval, such informal reduction may not exceed twenty-five thousand dollars (\$25,000.00).

1.12.080 Citation for Violation of the Code.

A. Pursuant to Government Code section 53069.4(a)(2)(A), when a Code violation involves a continuing violation pertaining to building, plumbing, electrical, or other similar structural or zoning issues, which also does not create an immediate danger to health or safety, the Enforcement Officer shall first provide the Responsible Party notice of the violation and a reasonable amount of time to correct or otherwise remedy the violation. A Code Enforcement Officer may determine a reasonable time based on the type of violation and the particular circumstances, however, the provision of thirty (30) days to correct a violation will be considered reasonable in the absence of a showing by the Responsible Party that a longer period of time was necessary. At minimum, the notice of a violation must provide sufficient notice to the Responsible Party of the violation and the time permitted to correct the violation.

B. The Administrative Citation shall be issued on a form containing:

1. The name and address of the Responsible Party;
2. The date, approximate time, and address or definite description of the location where the violation was observed;

3. The Code sections or provisions violated and a description of the violation as needed;
4. The amount of the fine imposed;
5. A statement explaining how, where, to whom, and within what number of days the penalty shall be paid;
6. Identification of appeal rights, including the time within which the Administrative Citation may be contested and how to request a hearing and/or the process to submit a request for hearing with advance deposit hardship waiver to contest the Citation;
7. The signature of the Enforcement Officer issuing the Citation along with the date of issuance of the Citation; and
8. Any other information deemed necessary or appropriate by the Enforcement Officer.

C. The Administrative Citation shall be served upon the Responsible Party pursuant to Section 1.12.090.

D. Upon receipt of a Citation, the Responsible Party shall correct the violations and pay the fine to the issuing Department, or file a written request for appeal of the Citation pursuant to the provisions in this Chapter.

E. Payment of the fine shall not excuse or discharge the Responsible Party from correcting the violation nor shall it bar further enforcement action by the City. If the Responsible Party fails to correct the violation, subsequent Administrative Citations may be issued for maintaining, continuing or repeating the same violation. The amount of the fine for subsequent violations shall increase at a rate specified in this Chapter.

1.12.090 Service Procedures.

A. An Administrative Citation shall be served on the Responsible Party by an Enforcement Officer in one (1) of the following ways:

1. Personal service; or
2. First class mail, postage prepaid, to the Responsible Party's mailing address as shown on the City's last equalized property tax assessment rolls, if such address is available, or otherwise to the last known address of the Responsible Party; or
3. Posting the Administrative Citation conspicuously on or in front of the property which is the subject of the violation and mailing a copy of the notice to the Responsible Party by first class mail. This method of service is only effective if personal service fails, but posting may be done in addition to the service under subsections (1) or (2).

4. Alternative Service. If the person being served agrees, service may be accomplished in any agreeable manner, including but not limited to fax, email, or overnight delivery.

B. The date of service shall be the date on which the Citation is either personally served, mailed, posted, or in the case of alternative service, the date the City initiates the delivery of the agreed method of service. For the purpose of this section, "mailed" means deposited for mailing with the United States Postal Service, or placed for collection and mailing by way of the City Department's ordinary business practices through which mail is collected and placed for mailing with the United States Postal Service, with postage prepaid.

C. The time in which an act is to be performed according to law, which is based on the service date described in this section, shall be extended by five (5) days if the service was provided by either mailing or posting.

1.12.100 Appeal of an Administrative Citation.

A. An appeal of a Citation shall follow the procedures set forth in chapter 1.08 of this Code.

1.12.110 Hardship Waiver.

A. Any Responsible Party who is issued a second, third, or other subsequent Citation pursuant to Fort Bragg Municipal Code section 1.12.070(E) or (F) may seek a financial hardship waiver to reduce the penalty amount imposed by the citation.

B. An appellant may apply for a hardship waiver by identifying their hardship as grounds for contesting the Administrative Citation, and by following the procedures in this Chapter to contest the Citation.

C. Such hardship waiver may be granted upon a showing by the Responsible Party that:

1. The responsible party has made a bona fide effort to comply after the first violation, and
2. Payment of the full amount of the fine would impose an undue financial burden on the Responsible Party.

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

Section 4. Effective Date and Publication. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its

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

The foregoing Ordinance was introduced by Councilmember Albin-Smith at a regular meeting of the City Council of the City of Fort Bragg held on the 26th day of September, 2022 and adopted at a regular meeting of the City of Fort Bragg held on 11th day of October, 2022 by the following vote:

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

**Bernie Norvell,
Mayor**

ATTEST:

**June Lemos, MMC
City Clerk**

**PUBLISH: September 29, 2022 and October 20, 2022 (by summary).
EFFECTIVE DATE: November 10, 2022.**



City of Fort Bragg

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

Text File

File Number: 22-519

Agenda Date: 10/11/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Ordinance

Agenda Number: 5B.

Adopt by Title Only and Waive the Second Reading of Ordinance 983-2022 Amending Section 2.04.060 (Salary Designated) of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Fort Bragg Municipal Code to Increase the Salaries of City Councilmembers

On October 11, 2022 the City Council of the City of Fort Bragg is to consider adoption of Ordinance 983-2022, said ordinance having been introduced for first reading (by title only and waiving further reading of the text) on September 26, 2022.

The proposed ordinance will amend Section 2.04.060 (Salary Designated) of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Fort Bragg Municipal Code to increase City Council monthly compensation from \$300 to \$510 based on Government Code Section 36516(a)(4).

If adopted, the ordinance will become effective on November 10, 2022.

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

**AN ORDINANCE AMENDING SECTION
2.04.060 (SALARY DESIGNATED) OF
CHAPTER 2.04 (CITY COUNCIL) OF
TITLE 2 (ADMINISTRATION AND
PERSONNEL) OF THE FORT BRAGG
MUNICIPAL CODE**

ORDINANCE NO. 983-2022

WHEREAS, California Government Code Section 36516 provides that the City Council may enact an ordinance providing that each member of the City Council shall receive compensation during their term of office; and

WHEREAS, California Government Code Section 36516 designates the City Councilmember monthly stipend is established by ordinance, not to be effective until the beginning of the next elected term of any one of the Councilmembers; and

WHEREAS, the current Councilmembers' compensation of three hundred dollars (\$300) per month has not been increased since 2008; and

WHEREAS, the Council's activities have expanded since 2008, including the correspondingly increased responsibilities and time commitments of Councilmembers to City business, increased concern with and involvement in regional issues, increased inflation, the ongoing pandemic, and future challenges of global warming.

NOW, THEREFORE, the City Council ordains as follows:

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

1. The above recitals constitute a part of the findings made by the City Council in adopting this Ordinance.
2. There is no possibility that the adoption of this ordinance will have a significant impact on the environment, and therefore, the adoption of this ordinance is exempt from the California Environmental Quality Act ("CEQA"), pursuant to Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

Section 2. Section 2.04.060 of the Fort Bragg Municipal Code entitled "Salary Designated" is hereby amended to read in its entirety as follows:

2.04.060 SALARY DESIGNATED

Each member of the City Council shall receive, as salary, the sum of \$510 per month, as prescribed in Cal. Government Code § 36516 for cities with population under 35,000, which shall be payable at the same time and in the same manner as the salaries are paid to other officers and employees of the City.

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

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

The foregoing Ordinance was introduced by Councilmember Peters at a regular meeting of the City Council of the City of Fort Bragg held on September 26, 2022 and adopted at a regular meeting of the City of Fort Bragg held on October 11, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

PUBLISH: September 29, 2022 and October 20, 2022 (by summary).
EFFECTIVE DATE: November 10, 2022.



City of Fort Bragg

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

Text File

File Number: 22-503

Agenda Date: 10/11/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

Adopt City Council Resolution Updating the City of Fort Bragg Master Salary Compensation Schedule to Add a Special Investigator Classification

Authorizes the establishment of the Special Investigator classification that is part of the Fort Bragg Police Association bargaining unit and adopts the City of Fort Bragg Master Salary Compensation Schedule as requested by the Chief of Police. This position will provide background investigation, reference checks and internal training support for the Police Department.

RESOLUTION NO. _____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
ESTABLISHING A CITY OF FORT BRAGG MASTER SALARY COMPENSATION
SCHEDULE ADDING A SPECIAL INVESTIGATOR CLASSIFICATION**

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

WHEREAS, there is a need for in-depth and complex administrative support for the Police Department; and

WHEREAS, the Police Department currently contracts with outside consultants for many professional tasks, such as background checks, Range Master, and search warrant investigations; and

WHEREAS, the Police Department desires to create a full-time sworn, non-exempt, Special Investigator classification that will be part of the Fort Bragg Police Association (FBPA) bargaining unit; and

WHEREAS, the cost of the Special Investigator classification does not create additional cost to the City due to cost savings obtained by not filling a Community Services Officer position and the elimination of outsourcing costs associated with background and Internal Affairs investigations, Range Master training, First Aid/CPR training by bringing these tasks in-house; and

WHEREAS, the City benefits from streamlining processes to reduce overtime costs and better oversight and control of the aforementioned processes; and

WHEREAS, since this is a newly created position, the City Council must approve the Special Investigator classification as part of the City's Master Salary schedule; and

WHEREAS, CalPERS requires the City to have a publicly adopted and posted salary schedule; 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 the Special Investigator classification, a non-exempt classification that is part of the Fort Bragg Police Association bargaining unit.

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" attached hereto, effective October 12, 2022.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a

regular meeting of the City Council of the City of Fort Bragg held on the 11th day of October, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.12.2022 Add Special Investigator (FBPA) classification. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Analyst (Confidential; Non-Bargaining)								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
Administrative Assistant - Administration (FBEO)								
Hourly				24.62	25.85	27.14	28.50	29.93
Bi-Weekly				1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly				4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual				51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
Administrative Assistant - Community Development (FBEO)								
Hourly				24.62	25.85	27.14	28.50	29.93
Bi-Weekly				1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly				4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual				51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
Administrative Assistant - Police (FBEO)								
Hourly				24.62	25.85	27.14	28.50	29.93
Bi-Weekly				1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly				4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual				51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)								
Hourly				36.44	38.26	40.17	42.18	44.29
Bi-Weekly				2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly				6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual				75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
Assistant City Engineer (FBEO)								
Hourly				33.24	34.90	36.65	38.48	40.40
Bi-Weekly				2,659.20	2,792.00	2,932.00	3,078.40	3,232.00
Monthly				5,761.60	6,049.33	6,352.67	6,669.87	7,002.67
Annual				69,139.20	72,592.00	76,232.00	80,038.40	84,032.00
Assistant City Manager (Executive; At-Will)								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
Assistant Finance Director (Mid-Management; Non-Bargaining)								
Hourly				39.42	41.39	43.46	45.63	47.91
Bi-Weekly				3,153.60	3,311.20	3,476.80	3,650.40	3,832.80
Monthly				6,832.80	7,174.27	7,533.07	7,909.20	8,304.40
Annual				81,993.60	86,091.20	90,396.80	94,910.40	99,652.80

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.12.2022 Add Special Investigator (FBPA) classification. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Planner (FBEO)								
Hourly				31.67	33.25	34.91	36.66	38.49
Bi-Weekly				2,533.60	2,660.00	2,792.80	2,932.80	3,079.20
Monthly				5,489.47	5,763.33	6,051.07	6,354.40	6,671.60
Annual				65,873.60	69,160.00	72,612.80	76,252.80	80,059.20
Associate Planner (FBEO)								
Hourly				32.79	34.43	36.15	37.96	39.86
Bi-Weekly				2,623.20	2,754.40	2,892.00	3,036.80	3,188.80
Monthly				5,683.60	5,967.87	6,266.00	6,579.73	6,909.07
Annual				68,203.20	71,614.40	75,192.00	78,956.80	82,908.80
City Clerk (Mid-Management; Non-Bargaining)								
Hourly				36.44	38.26	40.17	42.18	44.29
Bi-Weekly				2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly				6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual				75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
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				31.67	33.25	34.91	36.66	38.49
Bi-Weekly				2,533.60	2,660.00	2,792.80	2,932.80	3,079.20
Monthly				5,489.47	5,763.33	6,051.07	6,354.40	6,671.60
Annual				65,873.60	69,160.00	72,612.80	76,252.80	80,059.20
Community Services Officer (FBPA)								
Hourly				22.06	23.16	24.32	25.54	26.82
Bi-Weekly				1,764.80	1,852.80	1,945.60	2,043.20	2,145.60
Monthly				3,823.73	4,014.40	4,215.47	4,426.93	4,648.80
Annual				45,884.80	48,172.80	50,585.60	53,123.20	55,785.60

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.12.2022 Add Special Investigator (FBPA) classification. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Construction Project Manager (Mid-Management; Non-Bargaining)								
Hourly				42.39	44.51	46.74	49.08	51.53
Bi-Weekly				3,391.20	3,560.80	3,739.20	3,926.40	4,122.40
Monthly				7,347.60	7,715.07	8,101.60	8,507.20	8,931.87
Annual				88,171.20	92,580.80	97,219.20	102,086.40	107,182.40
Construction Project Manager (Temporary, Part-time, At-Will)								
				42.39	44.51	46.74	49.08	51.53
Director - Community Development Department (Executive; At Will)								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
Director - Finance/City Treasurer (Executive; At-Will)								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
Director of Public Works (Executive; At Will)								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
Engineering Technician (FBEO)								
Hourly				30.15	31.66	33.24	34.90	36.65
Bi-Weekly				2,412.00	2,532.80	2,659.20	2,792.00	2,932.00
Monthly				5,226.00	5,487.73	5,761.60	6,049.33	6,352.67
Annual				62,712.00	65,852.80	69,139.20	72,592.00	76,232.00
Environmental Compliance Coordinator (FBEO)								
Hourly				34.87	36.61	38.44	40.36	42.38
Bi-Weekly				2,789.60	2,928.80	3,075.20	3,228.80	3,390.40
Monthly				6,044.13	6,345.73	6,662.93	6,995.73	7,345.87
Annual				72,529.60	76,148.80	79,955.20	83,948.80	88,150.40
Finance Technician I (FBEO)								
Hourly				22.19	23.30	24.47	25.69	26.97
Bi-Weekly				1,775.20	1,864.00	1,957.60	2,055.20	2,157.60
Monthly				3,846.27	4,038.67	4,241.47	4,452.93	4,674.80
Annual				46,155.20	48,464.00	50,897.60	53,435.20	56,097.60

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.12.2022 Add Special Investigator (FBPA) classification. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Finance Technician II (FBEO)								
Hourly				24.47	25.69	26.97	28.32	29.74
Bi-Weekly				1,957.60	2,055.20	2,157.60	2,265.60	2,379.20
Monthly				4,241.47	4,452.93	4,674.80	4,908.80	5,154.93
Annual				50,897.60	53,435.20	56,097.60	58,905.60	61,859.20
Finance Technician III (FBEO)								
Hourly				26.97	28.32	29.74	31.23	32.79
Bi-Weekly				2,157.60	2,265.60	2,379.20	2,498.40	2,623.20
Monthly				4,674.80	4,908.80	5,154.93	5,413.20	5,683.60
Annual				56,097.60	58,905.60	61,859.20	64,958.40	68,203.20
Government Accountant I (FBEO)								
Hourly				29.73	31.22	32.78	34.42	36.14
Bi-Weekly				2,378.40	2,497.60	2,622.40	2,753.60	2,891.20
Monthly				5,153.20	5,411.47	5,681.87	5,966.13	6,264.27
Annual				61,838.40	64,937.60	68,182.40	71,593.60	75,171.20
Grants Coordinator (FBEO)								
Hourly				29.73	31.22	32.78	34.42	36.14
Bi-Weekly				2,378.40	2,497.60	2,622.40	2,753.60	2,891.20
Monthly				5,153.20	5,411.47	5,681.87	5,966.13	6,264.27
Annual				61,838.40	64,937.60	68,182.40	71,593.60	75,171.20
Housing and Economic Development Coordinator (Confidential; Non-Bargaining)								
Hourly				33.25	34.91	36.66	38.49	40.41
Bi-Weekly				2,660.00	2,792.80	2,932.80	3,079.20	3,232.80
Monthly				5,763.33	6,051.07	6,354.40	6,671.60	7,004.40
Annual				69,160.00	72,612.80	76,252.80	80,059.20	84,052.80
Human Resources Analyst (Confidential; Non-Bargaining)								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
Intern (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				18.00				
Laborer-Public Works (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				21.00				
Laborer-Water/Wastewater (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				21.00				

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.12.2022 Add Special Investigator (FBPA) classification. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Maintenance Worker I - Janitor (FBEO)								
Hourly				20.80	21.84	22.93	24.08	25.28
Bi-Weekly				1664.00	1747.20	1834.40	1926.40	2022.40
Monthly				3,605.33	3,785.60	3,974.53	4,173.87	4,381.87
Annual				43,264.00	45,427.20	47,694.40	50,086.40	52,582.40
Maintenance Worker II (FBEO)								
Hourly				23.64	24.82	26.06	27.36	28.73
Bi-Weekly				1,891.20	1,985.60	2,084.80	2,188.80	2,298.40
Monthly				4,097.60	4,302.13	4,517.07	4,742.40	4,979.87
Annual				49,171.20	51,625.60	54,204.80	56,908.80	59,758.40
Maintenance Worker III (FBEO)								
Hourly				24.82	26.06	27.36	28.73	30.17
Bi-Weekly				1,985.60	2,084.80	2,188.80	2,298.40	2,413.60
Monthly				4,302.13	4,517.07	4,742.40	4,979.87	5,229.47
Annual				51,625.60	54,204.80	56,908.80	59,758.40	62,753.60
Maintenance Worker IV (FBEO)								
Hourly				26.05	27.35	28.72	30.16	31.67
Bi-Weekly				2,084.00	2,188.00	2,297.60	2,412.80	2,533.60
Monthly				4,515.33	4,740.67	4,978.13	5,227.73	5,489.47
Annual				54,184.00	56,888.00	59,737.60	62,732.80	65,873.60
Maintenance Worker Lead (FBEO)								
Hourly				28.65	30.08	31.58	33.16	34.82
Bi-Weekly				2,292.00	2,406.40	2,526.40	2,652.80	2,785.60
Monthly				4,966.00	5,213.87	5,473.87	5,747.73	6,035.47
Annual				59,592.00	62,566.40	65,686.40	68,972.80	72,425.60
Mechanic (FBEO)								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
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				34.87	36.61	38.44	40.36	42.38
Bi-Weekly				2,789.60	2,928.80	3,075.20	3,228.80	3,390.40
Monthly				6,044.13	6,345.73	6,662.93	6,995.73	7,345.87
Annual				72,529.60	76,148.80	79,955.20	83,948.80	88,150.40

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.12.2022 Add Special Investigator (FBPA) classification. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Police Captain (Mid-Management; Non-Bargaining)								
Hourly				55.55	58.33	61.25	64.31	67.53
Bi-Weekly				4,444.00	4,666.40	4,900.00	5,144.80	5,402.40
Monthly				9,628.67	10,110.53	10,616.67	11,147.07	11,705.20
Annual				115,544.00	121,326.40	127,400.00	133,764.80	140,462.40
Police Chief (Executive; At Will)								
Hourly				73.22	76.88	80.72	84.76	89.00
Bi-Weekly				5,373.60	6,150.40	6,457.60	6,780.80	7,120.00
Monthly				11,642.80	13,325.87	13,991.47	14,691.73	15,426.67
Annual				139,713.60	159,910.40	167,897.60	176,300.80	185,120.00
Police Sergeant Intermediate POST (FBPA)								
Hourly				41.68	43.76	45.95	48.25	50.66
Bi-Weekly				3,334.40	3,500.80	3,676.00	3,860.00	4,052.80
Monthly				7,224.53	7,585.07	7,964.67	8,363.33	8,781.07
Annual				86,694.40	91,020.80	95,576.00	100,360.00	105,372.80
Police Sergeant Advance POST (FBPA)								
Hourly				44.07	46.27	48.58	51.01	53.56
Bi-Weekly				3,525.60	3,701.60	3,886.40	4,080.80	4,284.80
Monthly				7,638.80	8,020.13	8,420.53	8,841.73	9,283.73
Annual				91,665.60	96,241.60	101,046.40	106,100.80	111,404.80
Police Officer Basic POST (FBPA)								
Hourly				32.45	34.07	35.77	37.56	39.44
Bi-Weekly				2,596.00	2,725.60	2,861.60	3,004.80	3,155.20
Monthly				5,624.67	5,905.47	6,200.13	6,510.40	6,836.27
Annual				67,496.00	70,865.60	74,401.60	78,124.80	82,035.20
Police Officer Intermediate POST (FBPA)								
Hourly				34.07	35.77	37.56	39.44	41.41
Bi-Weekly				2,725.60	2,861.60	3,004.80	3,155.20	3,312.80
Monthly				5,905.47	6,200.13	6,510.40	6,836.27	7,177.73
Annual				70,865.60	74,401.60	78,124.80	82,035.20	86,132.80
Police Officer Advance POST (FBPA)								
Hourly				35.74	37.53	39.41	41.38	43.45
Bi-Weekly				2,859.20	3,002.40	3,152.80	3,310.40	3,476.00
Monthly				6,194.93	6,505.20	6,831.07	7,172.53	7,531.33
Annual				74,339.20	78,062.40	81,972.80	86,070.40	90,376.00
Police Recruit (1040 hours; FBPA)								
Hourly				27.88				
Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.12.2022 Add Special Investigator (FBPA) classification. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Public Works Administrative Analyst (FBEO)								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi -Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)								
Hourly				18.00				
Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Social Services Liaison-Crisis Worker (Temporary, Full-Time)								
Hourly				25.00				
Social Services Liaison-Crisis Worker (Temporary, 80% Part-Time)								
				25.00				
Special Investigator Basic POST (FBPA)								
Hourly				34.07	35.77	37.56	39.44	41.41
Bi-Weekly				2,725.60	2,861.60	3,004.80	3,155.20	3,312.80
Monthly				5,905.47	6,200.13	6,510.40	6,836.27	7,177.73
Annual				70,865.60	74,401.60	78,124.80	82,035.20	86,132.80
Special Investigator Intermediate POST (FBPA)								
Hourly				35.77	37.56	39.44	41.41	43.48
Bi-Weekly				2,861.60	3,004.80	3,155.20	3,312.80	3,478.40
Monthly				6,200.13	6,510.40	6,836.27	7,177.73	7,536.53
Annual				74,401.60	78,124.80	82,035.20	86,132.80	90,438.40
Special Investigator Advanced POST (FBPA)								
Hourly				37.53	39.41	41.38	43.45	45.62
Bi-Weekly				3,002.40	3,152.80	3,310.40	3,476.00	3,649.60
Monthly				6,505.20	6,831.07	7,172.53	7,531.33	7,907.47
Annual				78,062.40	81,972.80	86,070.40	90,376.00	94,889.60
Systems Analyst - Lead (Confidential; Non-Bargaining)								
Hourly				33.25	34.91	36.66	38.49	40.41
Bi-Weekly				2,660.00	2,792.80	2,932.80	3,079.20	3,232.80
Monthly				5,763.33	6,051.07	6,354.40	6,671.60	7,004.40
Annual				69,160.00	72,612.80	76,252.80	80,059.20	84,052.80
Systems Analyst (Confidential; Non-Bargaining)								
Hourly				29.73	31.22	32.78	34.42	36.14
Bi-Weekly				2,378.40	2,497.60	2,622.40	2,753.60	2,891.20
Monthly				5,153.20	5,411.47	5,681.87	5,966.13	6,264.27
Annual				61,838.40	64,937.60	68,182.40	71,593.60	75,171.20

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 10.12.2022 Add Special Investigator (FBPA) classification. Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
Systems Technician (FBEO)								
Hourly				22.81	23.95	25.15	26.41	27.73
Bi-Weekly				1,824.80	1,916.00	2,012.00	2,112.80	2,218.40
Monthly				3,953.73	4,151.33	4,359.33	4,577.73	4,806.53
Annual				47,444.80	49,816.00	52,312.00	54,932.80	57,678.40
Treatment Plant Operator-in-Training (FBEO)								
Hourly				20.27	21.28	22.34	23.46	24.63
Bi-Weekly				1,621.60	1,702.40	1,787.20	1,876.80	1,970.40
Monthly				3,513.47	3,688.53	3,872.27	4,066.40	4,269.20
Annual				42,161.60	44,262.40	46,467.20	48,796.80	51,230.40
Treatment Plant Operator I (FBEO)								
Hourly				25.16	26.42	27.74	29.13	30.59
Bi-Weekly				2,012.80	2,113.60	2,219.20	2,330.40	2,447.20
Monthly				4,361.07	4,579.47	4,808.27	5,049.20	5,302.27
Annual				52,332.80	54,953.60	57,699.20	60,590.40	63,627.20
Treatment Plant Operator II (FBEO)								
Hourly				26.43	27.75	29.14	30.60	32.13
Biweekly				2,114.40	2,220.00	2,331.20	2,448.00	2,570.40
Monthly				4,581.20	4,810.00	5,050.93	5,304.00	5,569.20
Annual				54,974.40	57,720.00	60,611.20	63,648.00	66,830.40
Treatment Plant Operator - Wastewater, Lead (FBEO)								
Hourly				30.39	31.91	33.51	35.19	36.95
Biweekly				2,431.20	2,552.80	2,680.80	2,815.20	2,956.00
Monthly				5,267.60	5,531.07	5,808.40	6,099.60	6,404.67
Annual				63,211.20	66,372.80	69,700.80	73,195.20	76,856.00
Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)								
Hourly				31.91	33.51	35.19	36.95	38.80
Biweekly				2,552.80	2,680.80	2,815.20	2,956.00	3,104.00
Monthly				5,531.07	5,808.40	6,099.60	6,404.67	6,725.33
Annual				66,372.80	69,700.80	73,195.20	76,856.00	80,704.00



City of Fort Bragg

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

Text File

File Number: 22-505

Agenda Date: 10/11/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5D.

Adopt City Council Resolution Authorizing City Manager to Execute Contract Amendment for the Design of the 2022 Streets Rehabilitation Project, Project No. PWP-00120, Increasing the Amount of the Design Contract with R.E.Y. Engineers, Inc., by a Not to Exceed Amount of \$32,900 (Account No. 421-4870-0731)

RESOLUTION NO. ____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT AMENDMENT
FOR THE DESIGN OF THE 2022 STREETS REHABILITATION PROJECT,
PROJECT NO. PWP-00120, INCREASING THE AMOUNT OF THE DESIGN
CONTRACT WITH R.E.Y. ENGINEERS, INC., BY A NOT TO EXCEED
AMOUNT OF \$32,900 (ACCOUNT NO. 421-4870-0731)**

WHEREAS, on December 13, 2021, the City of Fort Bragg entered into a contract in the amount of \$175,000.00 with R.E.Y. Engineers Inc. (R.E.Y.) to complete construction design bid documents for the 2022 Streets Rehabilitation Project (Project); and

WHEREAS, the scope of the design project has changed twice during design team meetings, review of existing City studies, and investigations of the underlying and subsurface conditions; and

WHEREAS, scope changes in the proposed Third Amendment to Professional Services Agreement are intended to create more flexibility in project bidding by creating clear divisions in project components which can be used to bid and track pieces as separate projects if necessary; and

WHEREAS, the proposed changes to the Harold Street portion of the project plan sets are necessary to ensure that that piece can remain eligible for Highway Safety Improvement Program (HSIP) grant funding to cover some construction costs; and

WHEREAS, the proposed changes to the Bollards and Street Lights portion of the project plan sets were requested to allow this portion of the project to be separately bid to remain on schedule; and

WHEREAS, the proposed changes positively impact the project constructability and timing of the proposed improvements; and

WHEREAS, R.E.Y. has tracked and logged all proposed scope changes impacting the budget and determined the total increased costs are projected to be 12.5% above the contracted amount; and

WHEREAS, per the Fort Bragg Municipal Code Section 3.20.060, the City Manager's signing authority for change orders may not exceed 10% of the approved contract cost; and

WHEREAS, the Project is exempt pursuant to the California Environmental Quality Act ("CEQA") and Title 14, the California Code of Regulations ("CEQA Guidelines"), Section 15301 (c); and

WHEREAS, funds in the amount of \$2,600,000 were appropriated in the FY 2022/23 budget for this project and sufficient funds are available for this contract; and

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

1. The Scope of Work for the project has changed for the betterment of the project.
2. The Consultant has the necessary skills and licensure to prepare the requested changes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve an amendment to the Professional Services Agreement with R.E.Y. Engineers, Inc. for the 2022 Streets Rehabilitation Project design and authorizes the City Manager to Execute the Contract Amendment in the Sum of \$32,900.00 for a total Amount Not to Exceed \$296,400.00 (Account 421-4870-0731).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 11th day of October, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

**THIRD AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT WITH
R.E.Y. ENGINEERS, INC.**

THIS THIRD AMENDMENT is made and entered into this 12th day of October, 2022, by and between the CITY OF FORT BRAGG, hereinafter referred to as "City," and R.E.Y. ENGINEERS, INC., hereinafter referred to as "Consultant."

WHEREAS, the City and Consultant entered into a Professional Services Agreement ("Contract") on December 14, 2021 to provide engineering and design services for the 2022 Streets Rehab Project, City Project No. PWP-00120, in the amount of \$175,000.00; and

WHEREAS, on February 14, 2022, by adoption of Resolution 4511-2022, the Fort Bragg City Council approved a First Amendment to the Contract to augment the scope of work and increase the compensation to \$257,000.00, which the parties entered into on February 15, 2022; and

WHEREAS, on June 15, 2022, the City and Consultant entered into a Second Amendment to the Contract to modify the scope of work and increase the compensation to \$263,500.00; and

WHEREAS, the parties desire to amend the Contract to further modify the Scope of Work, as set forth in Exhibit A attached hereto;

WHEREAS, the cost of the additional work described in Exhibit A is \$32,900.00, bringing the total sum of the project Not to Exceed \$296,400.00; and

WHEREAS, the additional \$32,900.00 in compensation is approximately 12.5% of the total contract; and

WHEREAS, per Fort Bragg Municipal Code Section 3.20.060, the City Manager's signing authority for change orders may not exceed 10% of the approved contract; and

WHEREAS, the parties desire to extend the completion date of the project and termination date of the contract to January 15, 2023 and April 15, 2023 respectively; and

WHEREAS, there are still sufficient funds budgeted for these activities;

NOW, THEREFORE, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for engineering and design services for the 2022 Streets Rehab Project between the City and Consultant dated December 14, 2021, as amended on February 15, 2022 and June 15, 2022, is hereby amended as follows:

1. **Scope of Work:**
Paragraph 1.1 (Scope of Work) is hereby amended to include the additional work described in Exhibit A attached hereto and incorporated herein by reference.
2. **Compensation and Billing:**
Paragraph 2.1 (Compensation) is hereby amended to state that total compensation shall not exceed **Two Hundred Ninety-six Thousand Four Hundred Dollars (\$296,400.00)**.

3. **Time of Performance:**
Paragraph 3.1 (Commencement and Completion of Work) is hereby amended to state a completion date of **January 15, 2023**.
4. **Term and Termination:**
Paragraph 4.1 (Term) is hereby amended to state a contract expiration date of **April 15, 2023**.
5. Except as expressly amended herein, the Professional Services Agreement between the City and Consultant dated December 14, 2021, as amended by the First Amendment to the Agreement dated February 15, 2022, and the Second Amendment to the Agreement dated June 15, 2022, is hereby reaffirmed.

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

CITY OF FORT BRAGG:

CONSULTANT:

By: _____
Peggy Ducey
City Manager

By: _____
Jim Fisher, PE
Principal in Charge

ATTEST:

June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

Keith F. Collins
City Attorney

EXHIBIT A

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LiDAR
905 Sutter Street, Suite 200 Folsom, CA 95630
Phone: (916) 366-3040 Fax: (916) 366-3303
www.reyengineers.com



September 30, 2022

Chantell O'Neal,
Assistant Director - Public Works
City of Fort Bragg
416 N. Franklin St.
Fort Bragg, CA 95437

Sent via email only

**Subject: Contract Change Order Request No. 3 – Requested Design Changes
2022 Street Rehab Project, Street Striping, and Bollard Installation
City Project No. PWP-00120**

Dear Ms. O'Neal,

With the 60% plan review, several changes to the scope of work were requested. The changes resulted in some reduction of the design scope as well as new design scope.

Reduction in design scope:

- Remove Halsey Way water line plans from set
- Remove Franklin St. South St. to N. Harbor Rd.
- Remove Franklin St. Storm Drain Improvements
 - Bush St. to Spruce St.
 - Pine St. to Fir St.

New design scope:

- Preferably add curb ramps on Fir St. at 4+00 for ADA path of travel south side but evaluate Fir St. to determine which side achieves the greatest ADA compliant path.
 - Call out Caltrans standard curb ramps
- Additive Alternate 1: Harold St. HSIP Scope
 - Prepare additive alternate 1 plan sheets
 - Prepare additive alternate 1 bid schedule
 - Prepare additive alternate 1 specifications
 - Edits to project specifications, as necessary, to facilitate bid as a separate project
 - Prepare additive alternate 1 engineers estimate

Work to include the following:

- Topographic elevation control at the intersection of Harold St. and E. Oak St.
- Eliminate right turn lane on westbound approach of Oak St. at Harold St.
- Harold St. at Oak St.
 - Raised curb / bulb outs at all four corners of Oak St. and Harold St.
 - One new DI
 - One new MH/Junction
 - Irrigation service and crossings to each bulb out for potential street trees
- Callout new signs at median islands along Harold St.
- S. Harold St. at Willow St.
 - ADA curb ramps – east side, 2ea

- Call out Caltrans standard curb ramps
 - N. Harold at Alder St.
 - ADA curb ramps – east side, 2ea
 - Call out Caltrans standard curb ramps
- Additive Alternate 2: Azalea St and Penitenti Way
 - Prepare additive alternate 2 plan sheets
 - Prepare additive alternate 2 bid schedule
- Bollards and Street Lights

Prepare separate plan sheets to facilitate bid of a project to install the bollards and repaint and repair/ replace identified streetlights.

 - Prepare plan set
 - Layout sheets to identify locations
 - Detail of bollards, bollard racks and replacement light poles
 - Engineers Estimate
 - Specifications

R.E.Y. respectfully requests Contract Change Order No. 3 in the amount of \$32,900 to prepare the changes identified above.

The value of Contract Change Order No. 3 will be added to our contract as shown in the table below.

	Approved Budget Including CCO1 & CCO2	CCO #3	Total Budget
2022 Streets Rehabilitation Project - Fee Estimate			
Scope of Work	Fee		
Project Management	\$20,688.00	\$0.00	\$20,688.00
Utility Coordination	\$7,568.00	\$0.00	\$7,568.00
Surveying	\$65,072.00	\$0.00	\$65,072.00
Pavement Condition Assessment Verification	\$15,350.00	\$0.00	\$15,350.00
Soils Investigation and Pavement Design	\$21,852.00	\$0.00	\$21,852.00
Letter Report	\$4,000.00	\$0.00	\$4,000.00
Plans Specifications and Estimates	\$116,370.00	\$32,844.00	\$149,214.00
Plan and Profile Credit	\$0.00	(\$6,144.00)	(\$6,144.00)
Bid Period Services and Construction Support	\$6,100.00	\$0.00	\$6,100.00
Hazelwood Street Extension (30% Design and Estimate)	\$6,500.00	\$0.00	\$6,500.00
Bollard and Street Lights Plans, Specifications and Estimates	\$0.00	\$6,200.00	\$6,200.00
Total	\$263,500.00	\$32,900.00	\$296,400.00

Should you have any questions during your evaluation of this request, please do not hesitate to call me.

Sincerely,



Aaron Brusatori, PE
Project Manager



City of Fort Bragg

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

Text File

File Number: 22-512

Agenda Date: 10/11/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5E.

Adopt City Council Resolution Endorsing Measure O

RESOLUTION NO. _____ - 2022

**RESOLUTION OF THE CITY OF FORT BRAGG
CITY COUNCIL ENDORSING MEASURE O**

WHEREAS, the Citizens Committee for the Library Initiative has scheduled Measure O for the November 2022 election for voters to consider a one-quarter cent (0.25%) sales tax to support capital repairs as well as operating improvements for libraries throughout Mendocino County; and

WHEREAS, on September 26, 2022, a representative of the Mendocino Library Advisory Board made a presentation to the Fort Bragg City Council regarding the direct financial benefits of Measure O to the City; and

WHEREAS, it is estimated that if Measure O is approved by the voters, it will raise approximately \$4.2 million annually, of which 40 percent is earmarked for capital repairs only; and

WHEREAS, if approved, the County of Mendocino cannot spend this money on anything but libraries. Measure O creates a special fund for all the money and it is legally restricted to support our County libraries; and

WHEREAS, libraries are a great resource to fight inflation and to help family budgets in hard times. Families can get free books, free movies, free programs (like story time and crafts for kids, and music groups and topical talks for teens and adults) and libraries can help with web access and other vital resources.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg endorses Measure O and encourages City residents to support Measure O so that the City's library services may continue to enrich and enhance our City.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 11th day of October, 2022 by the following vote:

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

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: 22-514

Agenda Date: 10/11/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5F.

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

RESOLUTION NO. ____-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; and

WHEREAS, at a regular meeting on March 14, 2022, the City Council of the City of Fort Bragg adopted Resolution 4518-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on March 28, 2022, the City Council of the City of Fort Bragg adopted Resolution 4525-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on April 11, 2022, the City Council of the City of Fort Bragg adopted Resolution 4529-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on April 25, 2022, the City Council of the City of Fort Bragg adopted Resolution 4535-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 9, 2022, the City Council of the City of Fort Bragg adopted Resolution 4540-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 23, 2022, the City Council of the City of Fort Bragg adopted Resolution 4543-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 13, 2022, the City Council of the City of Fort Bragg adopted Resolution 4553-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 27, 2022, the City Council of the City of Fort Bragg adopted Resolution 4557-2022 by which it continued the local emergency; and

WHEREAS, at a special meeting on July 18, 2022, the City Council of the City of Fort Bragg adopted Resolution 4565-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on August 8, 2022, the City Council of the City of Fort Bragg adopted Resolution 4575-2022 by which it continued the local emergency; and

WHEREAS, at a regular meeting on September 12, 2022, the City Council of the City of Fort Bragg adopted Resolution 4591-2022 by which it continued the local emergency;

WHEREAS, at a regular meeting on September 26, 2022, the City Council of the City of Fort Bragg adopted Resolution 4600-2022 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 _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 11th day of October, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
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Text File

File Number: 22-515

Agenda Date: 10/11/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5G.

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. ____-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 October 4, 2022, the COVID-19 pandemic has killed more than 96,151 Californians; and

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

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

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

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

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

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 11th day of October, 2022, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
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Text File

File Number: 22-518

Agenda Date: 10/11/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5H.

Approve Minutes of September 26, 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, September 26, 2022

6:00 PM

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

CALL TO ORDER

Mayor Norvell called the meeting to order at 6:02 PM.

PLEDGE OF ALLEGIANCE

ROLL CALL

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

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

Mayor Norvell announced that he is adding Planning Commissioner Deitz to the Mill Site Ad Hoc Committee, joining Councilmember Peters and Mayor Norvell.

- 1A. [22-494](#) Presentation of Proclamation Recognizing September 26-30, 2022 as Storm Water Awareness Week

Mayor Norvell read a proclamation recognizing Storm Water Awareness Week, September 26-30, 2022, and presented the proclamation to Public Works Director John Smith.

- 1B. [22-482](#) Receive Presentation from Carolyn Schneider Regarding Banned Books Week and Measure O, Citizen's Library Initiative

Mendocino County Library Advisory Board Member Carolyn Schneider spoke to the City Council about banned books as well as Measure O, the measure on the November ballot that would earmark a .25% sales tax to support capital repairs and operating improvements for libraries throughout the county. Mayor Norvell asked that a resolution endorsing the measure be brought back to Council for consideration at the next meeting on October 11.

- 1C. [22-480](#) Receive Presentation from Dragan Tutic Regarding the Oneka Wave Powered Sustainable Desalination Project

Dragan Tutic, representative of Oneka, made a presentation to City Council regarding the details of a wave-powered sustainable desalination project and answered questions from Councilmembers. The Council was in agreement that the City should move forward with a pilot study and directed staff to file an application for grant monies from the California Department of Water Resources to fund the pilot project. Council agreed to have this matter come back to

Council instead of being referred to a Committee, and directed Public Works Director Smith to report on the project monthly until it is ready to implement.

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

(1) Jenny Shattuck asked for an update on the Caltrans project on Main Street. Andrew Jordan spoke about the Oneka wave-powered desal project. Jay McMartin-Rosenquist commented on the South Whipple Street receivership. Robert Jason Pinoli commented on the City's responsibility to monitor contaminated storm water.

(2) None.

(3) N/A.

3. STAFF COMMENTS

City Attorney Collins gave a summary in compliance with the Brown Act on Consent Calendar Items 5A and 5B, stating that the Finance Director Salary is \$102,523.20; Police Chief salary is \$139,713.60; and City Manager salary is \$178,000. City Manager Ducey mentioned funding from the United States Department of Agriculture, acknowledging that Public Works Director Smith has been responsible for bringing in over a half-million dollars in USDA grants.

4. MATTERS FROM COUNCILMEMBERS

Responding to a comment that the City was shirking its responsibilities for cleanup on the Mill Site, Vice Mayor Morsell-Haye stated that the Council was pursuing cleanup but plans fell through when the Skunk Train pursued eminent domain, so Mendocino Railway's characterizations are not accurate. Morsell-Haye reported that she attended last week's Redwood Region Economic Summit, and noted that some cities are installing their own broadband systems. Councilmember Albin-Smith also spoke about the Economic Summit. She reported that Magic Market event will be on October 29 and that the fee waiver item will be addressed at the next Finance and Administration Committee meeting. Councilmember Peters reported that the next Council meeting will be on Tuesday, October 11 because Monday, October 10 is Indigenous Peoples' Day and the City will be celebrating and recognizing the Native Americans of this area on that date. Mayor Norvell and Chief Cervenka spoke about a half marathon for peace officer awareness honoring the families left behind by fallen law enforcement officers.

5. CONSENT CALENDAR

Mayor Norvell removed Item 5A from the Consent Calendar so it could be amended. He announced that Item 5H would be removed altogether and would be brought forward on a future Consent Calendar to allow time for a notice to appear in the newspaper.

Approval of the Consent Calendar

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

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

- 5C.** [22-472](#) Adopt City Council Resolution Approving Contract Amendment with SHN Consulting Engineers & Geologists, Inc. for Construction Support Services for the Parents and Friends Cypress Street Residential Care Facility for the Elderly Project and Authorizing the City Manager to Execute Amendment (Total Contract Amount Not to Exceed \$50,000)
- This Resolution was adopted on the Consent Calendar.**
- Enactment No: RES 4598-2022
- 5D.** [22-474](#) 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 4599-2022
- 5E.** [22-475](#) 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 4600-2022
- 5F.** [22-476](#) Adopt City Council Resolution Amending the City of Fort Bragg Conflict of Interest Code
- This Resolution was adopted on the Consent Calendar.**
- Enactment No: RES 4601-2022
- 5G.** [22-490](#) Adopt City Council Resolution Endorsing Measure P to Support Fire Protection in Mendocino County
- This Resolution was adopted on the Consent Calendar.**
- Enactment No: RES 4602-2022
- 5I.** [22-491](#) Receive and File Minutes of the January 11, 2022 Community Development Committee Meeting
- These Committee Minutes were received and filed on the Consent Calendar.**
- 5J.** [22-485](#) Receive and File Minutes of the June 28, 2022 Community Development Committee Meeting
- These Committee Minutes were received and filed on the Consent Calendar.**
- 5K.** [22-486](#) Receive and File Minutes of the July 26, 2022 Community Development Committee Meeting
- These Committee Minutes were received and filed on the Consent Calendar.**
- 5L.** [22-470](#) Approve Minutes of Special Closed Session of September 8, 2022

These Minutes were approved on the Consent Calendar.

5M. [22-473](#) Approve Minutes of September 12, 2022

These Minutes were approved on the Consent Calendar.

ITEMS REMOVED FROM CONSENT CALENDAR

5A. [22-456](#) Adopt City Council Resolution Confirming the Pay Rates/Ranges for the Executive Management Positions of Police Chief and Finance Director/City Treasurer and Establishing Laborer-Water/Wastewater and Laborer-Public Works Classifications

City Manager Ducey noted that the hourly rate for both labor positions would be amended to \$21 per hour. She noted Assistant Finance Director Whippy's promotion to Finance Director / Treasurer. City Attorney Collins cited the amendments to the resolution that changed the hourly rate for both labor positions.

Public Comment: None.

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

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

Abstain: 1 - Councilmember Peters

Enactment No: RES 4596-2022

5B. [22-495](#) Adopt City Council Resolution Confirming the Pay Rate/Range for the Executive Management Position of City Manager and Confirming Pay Rates/Ranges for All of City of Fort Bragg Established Classifications

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

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

Abstain: 1 - Councilmember Peters

Enactment No: RES 4597-2022

5H. [22-493](#) Adopt City Council Resolution Approving and Ratifying an Application for the Funding and Execution of Grant Agreement and Any Amendments Thereto from the United States Department of Agriculture's Community Facilities Grant Program for the Purchase of Two Fleet Vehicles and a Dump Truck

This Resolution was not acted on and was continued to a future Consent Calendar, date to be determined.

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

8. CONDUCT OF BUSINESS

- 8A. [22-484](#)** Receive Report and Consider Adoption of City Council Resolution Approving Anti-Bullying Policy

City Manager Ducey presented the staff report on t his agenda item, with assistance from Chief Cervenka.

Public Comment was received from Gabriel Quinn Maroney, Will Lee, Andrew Jordan, Annemarie Weibel, Jay McMartin-Rosenquist, Jacob Patterson, Laura Bianchi Limbird, Mary Rose Kaczorowski, Judy Valadao, and a member of the public who did not identify herself.

Mayor Norvell recessed the meeting at 8:09 PM; the meeting reconvened at 8:15 PM.

Discussion: After deliberating on this item, the Council was in unanimous agreement that the anti-bullying policy should be adopted. The Vice Mayor suggested that the policy attached to the resolution not be limited to City employees and recommended an amendment to include elected/appointed officials and community members. The Council was in agreement with such an amendment.

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

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

Enactment No: RES 4603-2022

- 8B. [22-440](#)** Receive Report and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 983-2022 Amending Section 2.04.060 (Salary Designated) of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Fort Bragg Municipal Code to Increase the Salaries of City Councilmembers

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

Public Comment was received from Andrew Jordan.

Discussion: Finance Director Whippy noted that the increase of \$6,825 per year would be from the General Fund, and a budget amendment would be brought back at the next meeting. All Councilmembers agreed to support this increase, as the time commitment for members of the City Council is great.

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

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

- 8C. [22-492](#)** Receive Report and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 982-2022 Repealing and Replacing Title 1 (General Provisions) of the Fort Bragg Municipal Code

Code Enforcement Officer Stump presented the staff report on this agenda item.

Public Comment: None.

Discussion: The Council was in full support of the ordinance, with several Councilmembers recommending that the City look into providing extra support for the Code Enforcement Officer, as the amount of code enforcement cases can be overwhelming for one staff person.

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

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

9. CLOSED SESSION

ADJOURNMENT

Mayor Norvell adjourned the meeting at 9:02 PM.

BERNIE NORVELL, MAYOR

June Lemos, MMC, City Clerk

IMAGED (_____)



City of Fort Bragg

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

File Number: 22-516

Agenda Date: 10/11/2022

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5J.

Approve Minutes of Special Meeting of October 3, 2022



City of Fort Bragg

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

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

Monday, October 3, 2022

5:00 PM

Via Video Conference

Special Meeting

CALL TO ORDER

Mayor Norvell called the meeting to order at 5:00 PM, all Councilmembers appearing via Video Conference.

ROLL CALL

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

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A. [22-507](#) Presentation of Proclamation Proclaiming October 10, 2022 as Indigenous Peoples Day

Councilmember Rafanan read the Proclamation recognizing October 10th as Indigenous Peoples' Day.

2. PUBLIC COMMENTS ON CONSENT CALENDAR ITEMS

None.

3. CONSENT CALENDAR

Approval of the Consent Calendar

A motion was made by Councilmember Peters, seconded by Vice Mayor Morsell-Haye, 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

- 3A. [22-506](#) Adopt City Council Resolution Authorizing the Grant Application, Acceptance and Execution for the Oneka Seawater Desalination Buoy Design Pilot Study

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4604-2022

- 3B. [22-508](#) Approve Letter of Commitment to Participate in the Mendocino Community

Climate Collaborative for West Business Development Center's Grant
Application for the Regional Climate Collaboratives Program

This Council Letter was approved on the Consent Calendar.

ADJOURNMENT

Mayor Norvell adjourned the meeting at 5:06 PM.

BERNIE NORVELL, MAYOR

June Lemos, MMC, City Clerk

IMAGED (_____)



City of Fort Bragg

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

Text File

File Number: 22-479

Agenda Date: 10/11/2022

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Staff Report

Agenda Number: 7A.

Conduct Public Hearing, Receive Report and Public Comment on Draft Environmental Impact Report for the Proposed Grocery Outlet



AGENCY: City Council
MEETING DATE: October 11, 2022
DEPARTMENT: Community Development
PRESENTED BY: H. Gurewitz/ S. McMurtry, Consultant
EMAIL ADDRESS: hgurewitz@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Conduct Public Hearing, Receive Report and Public Comments on the Draft Environmental Impact Report (DEIR) for the Proposed Grocery Outlet

ISSUE:

A Grocery Outlet was proposed for 825, 845, and 851 S. Franklin St. The Coastal Development Permit, Lot Merger, and Design Review were approved and a Mitigated Negative Declaration (MND) was adopted in July 2021. A lawsuit was filed against the MND and the applicant. Rather than fight the lawsuit, the applicant requested that the City rescind the previously issued permissions. The Applicant reapplied, with the City preparing an Environmental Impact Report (EIR) for the project. A Notice of Preparation was issued on May 19, 2022 and a public scoping session was held on June 7, 2022. The City's consultant, De Novo Planning Group, has prepared a Draft EIR. The report was released to the public on September 15, 2022 for comments, and tonight's public hearing is an opportunity for the public to provide in-person comments on the draft document. The comment period for the Draft EIR closes on October 31, 2022.

A copy of the draft EIR document is available online at the City's website at:

<https://www.city.fortbragg.com/home/showpublisheddocument/3667/637986626325070000>

and a paper version of the document is available for public review at the Fort Bragg Public Library.

RECOMMENDED ACTION:

Open the public hearing, receive the staff report and public comments, close the public hearing, and provide comments (if any) to the consultant.

ALTERNATIVE ACTION(S):

Continue the hearing to a later date.

FISCAL IMPACT:

None.

GREENHOUSE GAS EMISSIONS IMPACT:

N/A.

CONSISTENCY:

The proposed hearing is consistent with the Inland Land Use and Development Code Section 17.72.100(E) which requires a public hearing for a draft EIR.

IMPLEMENTATION/TIMEFRAMES:

The required 45-day review period for the draft EIR will end on October 31, 2022. The consultant will then prepare responses to all comments received on the project and prepare an errata document and prepare the Final EIR.

Upon completion of the Final EIR, the proposed project and its land use entitlements will be reviewed at a Planning Commission public hearing for recommendation to City Council. After receiving the Planning Commission recommendation, the City Council will have a public hearing for a decision on the project and review/certification of the Final Environmental Impact Report.

ATTACHMENTS:

1. Notice of Availability
2. The Draft Environmental Impact Report can be found on the City's website under Community Development Department [Active Planning Reports and Studies Page](https://www.city.fortbragg.com/home/showpublisheddocument/3667/637986626325070000) or: <https://www.city.fortbragg.com/home/showpublisheddocument/3667/637986626325070000>

NOTIFICATION:

Active Planning Environmental Reports "Notify Me" Subscribers



CITY OF FORT BRAGG

Incorporated August 5, 1889

416 N. Franklin Street, Fort Bragg, CA 95437
Phone: (707) 961-2827 Fax: (707) 961-2802
www.FortBragg.com

NOTICE OF AVAILABILITY **THE DRAFT ENVIRONMENTAL IMPACT REPORT** **AND NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Fort Bragg (Lead Agency) is seeking written comments on the Draft Environmental Impact Report (DEIR) for a proposed Grocery Outlet in accordance with the California Environmental Quality Act (CEQA). This notice has been prepared in accordance with CEQA Guidelines Section 15085 and 15087(c), which requires public notification of availability of a Draft EIR.

APPLICATION: Coastal Development Permit 2-22 (CDP 2-22), Design Review 7-22 (DR 7-22), Lot Merger 1-22 (MGR 1-22)
APPLICANT: Best Development Group
PROJECT: Construct 16,157 sq ft grocery store (see below details for full description)
LOCATION: 825, 845, 851 S. Franklin St. (APNs: 018-120-47, 018-120-48 and 018-120-49)
LOT SIZE: 1.63 acres (total)
ZONING: Visitor Highway Commercial (Coastal Zone)

PUBLIC REVIEW PERIOD: A 45-day public review period for the Draft EIR will commence on September 15, 2022 and will end on October 31, 2022 for interested individuals and public agencies to submit written comments on the document. **Written comments concerning the Draft EIR are due by 5:00 p.m. on October 31, 2022** and should be submitted to the attention of Heather Gurewitz, Associate Planner, City of Fort Bragg Community Development Department, 416 N. Franklin Street Fort Bragg, CA 95437; or by e-mail to hgurewitz@fortbragg.com or phone at (707) 961-2827.

PUBLIC HEARING: The Fort Bragg City Council will conduct a public hearing at a regularly scheduled meeting on **Tuesday, October 11, 2022 at 6:00 PM** or as soon thereafter as the matter may be heard at Town Hall, at the corner of Main and Laurel Streets (363 North Main Street), Fort Bragg, California. The hearing will be opened for public participation. All interested persons are invited to appear at that time to present their comments. Verbal comments may be made during the meeting, either in person at Town Hall or virtually using Zoom if a Zoom link is provided at the time of agenda publication. Public Comment regarding this Public Hearing may be made in any of the following ways: (1) Emailed to the Community Development Department, at hgurewitz@fortbragg.com (2) Written comments delivered to City Hall, 416 N. Franklin Street before 3:00 PM on the day of the meeting; or (3) Verbal comments made during the meeting, either in person at Town Hall or virtually using Zoom if a Zoom link is provided at the time of agenda publication.

PROJECT LOCATION: The Project site is located at 825, 845, and 851 S. Franklin Street in the City of Fort Bragg, Mendocino County, California. The 1.63-acre site is located on the north side of N. Harbor Drive, the west side of S. Franklin Street, and the south side of South Street. The Project site is located approximately 230 to 450 feet east of S. Main Street/Highway 1 (a four-lane conventional highway managed by the California Department of Transportation [Caltrans]) and is located in the City's Coastal

Zone and is appealable to the California Coastal Commission because it is within 300 feet of what is considered a coastal bluff. Properties within the Coastal Zone are regulated by the Coastal Land Use and Development Code (CLUDC), also known as Fort Bragg Municipal Code (FBMC) Title 17. The Project site consists of three parcels identified by Assessor's Parcel Numbers (APNs) 018-120-47, 018-120-48 and 018-120-49.

PROJECT DESCRIPTION: The proposed Project includes demolition of the existing 16,436-sf vacant former office building and parking area and subsequent development and operation of a 16,157-sf Grocery Outlet (retail grocery store) with associated improvements on the Project site. Grocery Outlet is a value grocer, meaning that it sells brand name products at bargain prices due to their opportunity buying style. Associated improvements include a parking lot, loading dock and trash enclosure, circulation and access improvements, and utility infrastructure. The Project would also include a merger of three existing parcels (lots) to create one 71,002 sf (1.63 acres) parcel to accommodate the footprint of the proposed retail store within the resulting parcel. For more details regarding the project background, full project description, and project objectives, please see Chapter 2.0, Project Description, of the Draft EIR.

SIGNIFICANT ENVIRONMENTAL EFFECTS: The Draft EIR has identified the following environmental issue areas as having significant and unavoidable environmental impacts from implementation of the project: Noise and Cumulative Greenhouse Gas Emissions. All other environmental issues were determined to have no impact, less than significant impacts, or less than significant impacts with mitigation measures incorporated into the project.

DOCUMENT AVAILABILITY: Copies of the Draft EIR can be reviewed at the following location:
Fort Bragg Library
499 E Laurel Street, Fort Bragg, CA 95437.

The Draft EIR can also be found online at:

<https://www.city.fortbragg.com/departments/community-development/active-planning-reports-and-studies>



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AVISO DE DISPONIBILIDAD **EL PROYECTO DE INFORME DE IMPACTO AMBIENTAL** **Y AVISO DE AUDIENCIA PÚBLICA**

Por la presente se notifica que la ciudad de Fort Bragg (agencia principal) busca comentarios por escrito sobre el borrador del informe de impacto ambiental (DEIR) para una tienda de comestibles propuesta de acuerdo con la Ley de calidad ambiental de California (CEQA). Este aviso ha sido preparado de acuerdo con las Directrices de CEQA, Sección 15085 y 15087(c), que requiere notificación pública de la disponibilidad de un Borrador de EIR.

SOLICITUD: Permiso de Desarrollo Costero 2-22 (CDP 2-22), Revisión de Diseño 7-22 (DR 7-22), Fusión de Lote 1-22 (MGR 1-22)

SOLICITANTE: Best Development Group

PROYECTO: Construir una tienda de comestibles de 16,157 pies cuadrados (consulte los detalles a continuación para obtener una descripción completa)

UBICACIÓN: 825, 845, 851 S. Franklin St. (APN: 018-120-47, 018-120-48 y 018-120-49)

TAMAÑO DEL LOTE: 1.63 acres (total)

ZONIFICACIÓN: Carretera de Visitantes Comercial (Zona Costera)

PERÍODO DE REVISIÓN PÚBLICA: El 15 de septiembre de 2022 comenzará un período de revisión pública de 45 días para el Borrador del EIR y finalizará el 31 de octubre de 2022 para que las personas interesadas y las agencias públicas presenten comentarios por escrito sobre el documento. Los comentarios por escrito sobre el Borrador del EIR deben presentarse antes de las 5:00 p. m. el 31 de octubre de 2022 y debe enviarse a la atención de Heather Gurewitz, planificadora asociada, Departamento de Desarrollo Comunitario de la Ciudad de Fort Bragg, 416 N. Franklin Street Fort Bragg, CA 95437; o por correo electrónico a hgurewitz@fortbragg.com o por teléfono al (707) 961-2827.

AUDIENCIA PÚBLICA: El Ayuntamiento de Fort Bragg llevará a cabo una audiencia pública en una reunión programada regularmente el martes 11 de octubre de 2022 a las 6:00 p. m. o tan

pronto como el asunto pueda ser escuchado en el Ayuntamiento, en la esquina de Main y Laurel Streets (363 North Main Street), Fort Bragg, California. La audiencia estará abierta a la participación pública. Se invita a todas las personas interesadas a presentarse en ese momento para presentar sus comentarios. Se pueden hacer comentarios verbales durante la reunión, ya sea en persona en el Ayuntamiento o virtualmente usando Zoom si se proporciona un enlace de Zoom en el momento de la publicación de la agenda. Los comentarios públicos sobre esta audiencia pública se pueden hacer de cualquiera de las siguientes maneras: (1) por correo electrónico al Departamento de Desarrollo Comunitario, a hgurewitz@fortbragg.com (2) Comentarios por escrito entregados al Ayuntamiento, 416 N. Franklin Street antes de las 3: 00 horas del día de la reunión; o (3) comentarios verbales realizados durante la reunión, ya sea en persona en el Ayuntamiento o virtualmente usando Zoom si se proporciona un enlace de Zoom en el momento de la publicación de la agenda.

UBICACIÓN DEL PROYECTO: El sitio del Proyecto está ubicado en 825, 845 y 851 S. Franklin Street en la Ciudad de Fort Bragg, Condado de Mendocino, California. El sitio de 1.63 acres está ubicado en el lado norte de N. Harbor Drive, el lado oeste de S. Franklin Street y el lado sur de South Street. El sitio del Proyecto está ubicado aproximadamente de 230 a 450 pies al este de S. Main Street/Autopista 1 (una carretera convencional de cuatro carriles administrada por el Departamento de Transporte de California [Caltrans]) y está ubicado en la Zona Costera de la Ciudad y es apelable al Comisión Costera de California porque está dentro de los 300 pies de lo que se considera un acantilado costero. Las propiedades dentro de la Zona Costera están reguladas por el Código de Desarrollo y Uso de Tierras Costeras (CLUDC), también conocido como Título 17 del Código Municipal de Fort Bragg (FBMC). El sitio del Proyecto consta de tres parcelas identificadas por los Números de Parcela del Tasador (APN) 018-120 -47, 018-120-48 y 018-120-49.

DESCRIPCIÓN DEL PROYECTO: El Proyecto propuesto incluye la demolición del antiguo edificio de oficinas y estacionamiento vacantes de 16,436 pies cuadrados y el subsiguiente desarrollo y operación de un Grocery Outlet (tienda de comestibles minorista) de 16,157 pies cuadrados con mejoras asociadas en el sitio del Proyecto. Grocery Outlet es una tienda de valor, lo que significa que vende productos de marca a precios de ganga debido a su estilo de compra de oportunidad. Las mejoras asociadas incluyen un estacionamiento, muelle de carga y recinto de basura, mejoras de circulación y acceso e infraestructura de servicios públicos. El Proyecto también incluiría una fusión de tres parcelas (lotes) existentes para crear una parcela de 71,002 pies cuadrados (1.63 acres) para acomodar la huella de la tienda minorista propuesta dentro de la parcela resultante. Para obtener más detalles sobre los antecedentes del proyecto, la descripción completa del proyecto y los objetivos del proyecto, consulte el Capítulo 2.0, Descripción del proyecto, del Borrador del EIR.

EFFECTOS AMBIENTALES SIGNIFICATIVOS: El Borrador del EIR ha identificado las siguientes áreas de problemas ambientales que tienen impactos ambientales significativos e inevitables a partir de la implementación del proyecto: Ruido y Emisiones Acumulativas de Gases de Efecto Invernadero. Se determinó que todos los demás problemas ambientales no tienen impacto, impactos menores que significativos o impactos menores que significativos con medidas de mitigación incorporadas en el proyecto.

DISPONIBILIDAD DE DOCUMENTOS: Las copias del Borrador del EIR se pueden revisar en la siguiente ubicación:

Biblioteca de Fort Bragg

499 E Laurel Street, Fort Bragg, CA 95437.

El borrador del EIR también se puede encontrar en línea en:

<https://www.city.fortbragg.com/departments/community-development/active-planning-reports-and-studies>

From: [Norvell, Bernie](#)
To: [Lemos, June](#)
Subject: Fwd: Grocery Outlet
Date: Friday, October 7, 2022 2:53:01 PM

Pc for tuesday

B.

Bernie Norvell
Mayor City of Fort Bragg

Begin forwarded message:

From: City of Fort Bragg <helpdesk@fortbragg.com>
Date: October 7, 2022 at 5:38:49 PM EDT
To: "Norvell, Bernie" <Bnorvell2@fortbragg.com>
Subject: Grocery Outlet
Reply-To: Gary McCray <grmccray@yahoo.com>

Message submitted from the <Fort Bragg, CA> website.

Site Visitor Name: Gary McCray
Site Visitor Email: grmccray@yahoo.com

Hi Mr. Mayor,

I have been following the Grocery Outlet debacle for a long time and I would just like you to know my opinion (shared by many other Fort Bragg Residents) before the upcoming discussion of approval (again).

Although I can understand peoples objections to wanting to shop at Grocery Outlet for various reasons, the reality is that a Grocery Outlet here would provide much needed relief from the "Tourist" prices the local residents have to pay for food.

Safeway here costs considerably more than Willits and I was told by the Safeway Manager that is because we are a "Tourist Destination".

And Harvest Market has even higher prices and with IGA often worse quality than Safeway also their produce is not properly recycled - mostly by placing the oldest produce on top of the new.

The main opponent to the Grocery Outlet has been "Fort Bragg Local Business matters" and it is clearly just a shill for the existing food markets in Fort Bragg simply trying to avoid having to deal with a legitimate competitor.

Please stop pandering to "Fort Bragg Local Business Matters" and actually vote to benefit the people of Fort Bragg versus this unwarranted attack on legitimate competition.

Please allow the Grocery Outlet to come to Fort Bragg for the benefit of almost everybody (the more reasonable pricing may actually force the existing business's into providing competitive pricing themselves).

We may be a tourist destination, but I don't think the people who live here should be forced to pay for that privilege.

From: [Mary Rose Kaczorowski](#)
To: [Lemos, June](#)
Cc: [Albin-Smith, Tess](#); [Peters, Lindy](#); [Norvell, Bernie](#); [Rafanan, Marcia](#); [Morsell-Haye, Jessica](#); [cdd](#); [Dan Gjerde](#); [Cervenka, Neil](#)
Subject: Re: Public Comments attached 7A. 22-479-Oct. 11 2022 Public Hearing, Receive Report and Public Comment on Draft Environmental Impact Report for the Proposed Grocery Outlet Grocery Outlet Draft EIR
Date: Monday, October 10, 2022 1:03:01 PM

Remember that The City of Fort Bragg already denied a franchise/business owner operated type of Auto Parts store that would undercut existing auto parts stores in Ft. Bragg!

My Best Regards,

Mary Rose Kaczorowski

<https://muckrack.com/mary-rose-kaczorowski>

Chronicles from the Redwood Coast: <https://redwoodmary.substack.com/>

Connect with me on LinkedIn [linkedin.com/in/mrk2008](https://www.linkedin.com/in/mrk2008)

How to pronounce my name? <https://www.youtube.com/watch?v=5Slk7LKjTY>

Rev. Dr. Martin Luther King said our lives begin to end the day we become silent on things that matter.

“I ask no favor for my sex. All I ask of our brethren is that they take their feet off our necks.”

-Ruth Bader Ginsburg arguing before the U.S. Supreme Court, quoting abolitionist Sarah Grimké.

On Mon, Oct 10, 2022 at 12:57 PM Mary Rose Kaczorowski <mrkaczorowski@gmail.com> wrote:

Please find attached my comments for the Oct. 11 2022 Fort Bragg City Council Meeting
Agenda Item 7A
Public Hearing, Receive Report and Public Comment on Draft Environmental Impact Report for the Proposed Grocery Outlet Grocery Outlet Draft EIR

My Best Regards,

Mary Rose Kaczorowski

<https://muckrack.com/mary-rose-kaczorowski>

Chronicles from the Redwood Coast: <https://redwoodmary.substack.com/>

Connect with me on LinkedIn [linkedin.com/in/mrk2008](https://www.linkedin.com/in/mrk2008)

How to pronounce my name? <https://www.youtube.com/watch?v=5Slk7LKjTY>

Rev. Dr. Martin Luther King said our lives begin to end the day we become silent

Grocery Outlet Impacts by Mary Rose Kaczorowski,

Comments for October Fort Bragg City Council Meeting October 11, 2022

Agenda Item 7A. 22-479

Public Hearing, Receive Report and Public Comment on Draft Environmental Impact Report for the Proposed Grocery Outlet

Fort Bragg is a small town with a small land footprint that cannot accommodate every development whim. When one enters Fort Bragg, do we wish to keep moving toward stripping away our scenic beauty for the model of an unpleasant and ugly type of 101 Eureka Corridor model that everyone just hates and tries to get past quickly? Look at the fate of Big Box stores in wealthy areas like Mountain View California that went belly up!

Food waste? Several local grocery stores every week take their overstock, imperfections, or looming expiration date items to our local food bank. Local farms also supply our food bank. Food waste is not an issue here.

The site of and parcels encompassing the proposed Grocery Outlet is designated as Highway Visitor Commercial

<https://www.city.fortbragg.com/home/showpublisheddocument/710/637710004853630000>

and is nearby a Special Review And Runoff Sensitive Area

<https://www.city.fortbragg.com/home/showpublisheddocument/722/637710004904870000>

How does this Grocery Outlet fall into our Blue Economy?

What about [Blue Zones](#) targets? There is a relationship between food prices and obesity. A key point is that obesity tends to be higher when food is cheaper (adjusted for average income), but an important nuance is the quality of the food. The price per calorie in the US tends to favor low-quality processed food.

“Our commitment to sustainability should be integrated into our everyday decision-making processes at City Council, within City departments, and throughout the community. We should all identify specific measures to work on each year. The implementation of sustainability measures, such as energy efficiency, water conservation, waste reduction, localization of goods, and alternative transportation methods, should become part of the normal evaluative criteria in work plans, budgets, construction contracts, and proposals.”- City of Ft. Bragg Draft 2012 Climate Action Plan

<https://www.city.fortbragg.com/home/showpublisheddocument/380/637709989995753660>



Traffics, Safety and Pollution

This project will add to the already high traffic in the area and generate hundreds of new vehicle and delivery truck trips per day along S. Main Street, S. Franklin St., N. Harbor Drive, River Drive, Cypress Street and South Street. These streets are also the entryways to the busy: medical offices, gas stations, auto repair shops, Parents and Friends buildings, Mendocino Coast Pharmacy, Adventist Health Mendocino Coast Hospital's Emergency Room & several hospital facilities, Mendocino Coast Clinics, Mendocino County Social Services, Mendocino Superior Court Ten Mile Branch, Fort Bragg Police Station, Mendocino Sports Club, various dental and physical therapy offices, other medical offices along the 510 Cypress St. Medical complex and the yet to be opened Crisis Respite Center (517 Cypress Street) . Then there are the ongoing trips by Fed Ex, UPS, PG&E, AT&T, Comcast, Verizon, Public Works, electricians, plumbers, carpenters, yard and landscape services, Emergency Ambulance, Sheriff and Police vehicles, Waste transfer vehicles, and vehicles that go through Lyme Timber Logging Gates.

Let's not forget the COVID Vaccine testing and vaccine delivery vehicle line ups.

We will have more bottle necks to these areas and to the entry down to the Noyo Harbor businesses, restaurants and shops.

It's hard enough already, to try to get down to Noyo Harbor or navigate the traffic around South Main Street, South Street, S. Franklin St. and Cypress Street. Vehicle Accidents and near misses with pedestrians and other vehicles are common.

This is already one of the highest traffic areas compared to the rest of the City of Ft. Bragg other than along Highway1/Main Street. Walking and biking will become more hazardous.

Then there is the six existing apartment complexes and townhouses along Cypress St. and Kempe Way, plus the 69-unit DANCO subdivision (near completion). Emissions of pollutants from motor vehicles, are injurious to people's health. Noise from vehicles is also harmful, damaging hearing and causing psychological ill-health.

Do know that associated big rig delivery trucks (park and even stay overnight at the motels in this neighborhood) are already impacting this area. Burning gasoline and diesel fuel creates harmful byproducts like nitrogen dioxide, carbon monoxide, hydrocarbons, benzene, and formaldehyde. In addition, vehicles emit carbon dioxide, the most common greenhouse gas.

Consider how much more traffic will be added to the mix and the road wear is considerable if we add hundreds of cars going in and out of this Grocery Outlet at these busy intersections every day.

The proposed Grocery Outlet also raises concerns about stormwater runoff, water supply, public safety, solid waste impacts, crime and more alcohol sales. Note this neighborhood area of town has the highest traffic flow in the city outside of Highway 1.

Do we REALLY need another grocery store competing with our local stores and adding more traffic? Grocery Outlet is a publicly traded company. From an economic perspective, there is much data to suggest that corporate owned big box chain stores --even if a franchise or with independent owners owning the business (the operators do not own the building/infrastructure) may not be the best value for our community in terms of how they undercut all the community-based and independently owned markets already in place such as:

Harvest Market, (B Corporation)

Purity Market,

Safeway (Union shop)

Down Home Foods,

B&G Grocery,

Roundman's Smoke House,

Columbi's Market

El Yucca,

Nello's Market and Deli,

La Mexicana Market,

Fort Bragg Farmer's Market,

Corners of the Mouth,

Harvest at Mendosa's.

The Dollar Store
CVS
Cucina Verona's Mercado
Rite Aide
gas station convenience stores

Then we have the impact of traffic in shipping goods over Highway 20 which also will be increased and combined with FedEx, UPS, gas and propane trucks, logging & gravel and other export/import deliveries, plus other service vehicles (Cal Fire, Sheriff , Caltrans, etc.) tourist & commuter traffic. This all definitely has and continues to have a negative impact on roads, garbage along the roadside, impact on the environment in addition to more traffic.

Then there is the Mendocino Coast 50-mile area radius centering from Ft. Bragg impact on this area's **carrying capacity**. **This impacts** residents, businesses and the distances shoppers are willing to travel and to support any new business development in Fort Bragg. *However, thresholds are only based on population and do not take into consideration other crucial factors such as income, nearby competition, gas prices, traffic, etc. Will Ft. Bragg inventory how impacts of such a store have on the existing stores that offer groceries, empty existing storefronts and businesses for comparative and competitive analysis?*

What about

- Climate Change Impacts
- Pollution run off from vehicles
- No parking lot at this site (or street parking) will accommodate cars, pickup trucks, big rig delivery trucks, small delivery trucks, RV's, etc.
- Grocery Outlet can have supply chain challenges
- We already have a labor availability issue
- Will Grocery Outlet have a gross profit margin stability

Examples of failures in this area: Bank of America, Wells Fargo, Burger King, etc. Remember the local copy shop wars when a franchise came in and undercut existing copy shops and that franchise caused them to close and then the franchise went out of business?

CLIMATE IMPACTS

Vehicles generate more Greenhouse Gas Emissions than all other sources combined. Vehicles are also responsible for the majority of air pollutants. Waste is trucked to the destinations outside of our area and contribute to Greenhouse Gas Emissions and a high-Volume Grocery Outlet will increase the sale of excess packaging and plastic bags.

Who gets the Advantage?

We all know that corporate run formula and franchise stores are set up to attain advantage and the maximization of profit for the owners and stockholders who do not reside in the small rural towns where these businesses are situated.

Regarding Discount Formula Stores

“Although dollar stores sometimes fill a need in places that lack basic retail services, there’s growing evidence that these stores are not merely a byproduct of economic distress. They’re a cause of it,” write ILSR co-authors Marie Donahue and Stacey Mitchell. “In small towns and urban neighborhoods alike, dollar stores are leading full-service grocery stores to close. And their strategy of saturating communities with multiple outlets is making it impossible for new grocers and other local businesses to take root and grow.” (Source: <https://www.fastcompany.com/90278384/why-dollar-stores-are-bad-business-for-the-neighborhoods-they-open-in>)

Mikael Blaisdell
810 S. Franklin St.
Fort Bragg, CA 95437
(707) 961-6282
mikael@mblaisdell.com

Fort Bragg Planning Commission
Community Development
416 North Franklin St
Fort Bragg, CA 95437

**Subject: Opposition to Draft EIR for Grocery Outlet Project to be located
in the 800 block of South Franklin St.**

This letter is intended to document my opposition to acceptance of the draft EIR. The key points of my objection are that:

- A) such a use would generate entirely inappropriate levels of traffic around the intersection of Highway 1 and North Harbor Drive, creating delays and increasing the dangers of the section of North Harbor Drive from SH 1 to South Franklin St, and
- B) the proposed use would also significantly impact traffic on SH 1 at the intersection with South St.
- C) the suggested traffic expectations are arbitrary and likely understated. Assumptions are being made without supporting data

In the *Initial Study and Environmental Checklist for Best Development Grocery Outlet. Dated December 2020, and prepared by LACO Associates of Ukiah, CA (LACO Project # 8135.14*, on Page 10, it was admitted that **“The project is expected to generate a total of 1,709-weekday trips and 2,842 daily trips on a Saturday.** Roughly 6 percent (165 trips) of the Saturday traffic occurs in the midday peak hour and 9 percent (148 trips) of the weekday trips occur during the weekday p.m. peak hour.” The authors of the study claimed that this data represents a “less than significant impact” without substantiating that outlandish claim in any way.

In the current draft EIR, the claimed volume estimate is repeated. ““On a daily basis, a 16,000 sf Grocery Outlet Store could generate 1,709 weekday daily trips, with 2,842 trips on Saturday. After discounting for “passby trips”, the proposed project may generate 1,094 new daily trips (½ inbound and ½ outbound) on a weekday and 1,818 on a Saturday.”

The City goes on to claim ““As indicated, based on the layout of the site and these assumptions we anticipate that the Franklin Street driveway will be the primary access to the site, and 70% of the project’s total traffic in and out is shown to use that driveway.”

The assumptions being made about the level of traffic and where the impacts will occur are not substantiated in the draft EIR, and appear to me to be significantly flawed. I live in the neighborhood, and regularly drive through the roads and intersections in the area and also observe the traffic flows.

In my view, the most significantly impacted road will be northbound SH 1/Main St on the approach to the intersection with North Harbor Drive, and immediately after that intersection as it continues east to intersect with S. Franklin St. By the City’s estimate, the opening of a Grocery Outlet store in the proposed location will create an increase of 855 trips each weekday and 904 on Saturday coming from the south that will turn right onto North Harbor Drive — *and then attempt to make an immediate left turn into the Grocery Outlet parking lot*. In the process, these drivers will have to contend with entering and exiting cars from a gas station, a pizza restaurant, and two hotels, as well as oncoming traffic westbound on North Harbor Drive. The result will be significant delays at best, stretching back to cause slowdowns on northbound SH 1. The EIR’s claim that 70% of the Grocery Outlet traffic will use the South Franklin street entrance is unsupported by their own estimates and is therefore clearly suspect.

The impact of the significantly increased traffic from northbound State Highway 1 turning onto North Harbor Drive at this point to access the Grocery Outlet store alone is sufficient reason to deny the application. But there is unfortunately even more dangers to be considered.

Coming Southbound along Main St. / State Highway 1, the closest two potential access points for the proposed Grocery Outlet store are South Street and North Harbor Drive — neither of which have any kind of traffic control aids (stoplights, etc.) other than a shared turn lane to ensure the making of safe left turns across two lanes of oncoming traffic moving at 40 miles per hour or more.

Prospective Grocery Outlet customers trying to turn left *into* South St. from Highway 1 will be competing with traffic coming *-out-* of South Street trying to turn left onto Highway 1. Incoming traffic will also be contending with two lanes of oncoming northbound traffic on Highway 1. (If the proposed permit is granted, and the Grocery Outlet goes into operation at the site, the projected traffic delay at the corner of Main St. / Highway 1 and North Harbor Drive will undoubtedly result in frustrated drivers rapidly accelerating past the jam, which will further complicate and increase the hazards for left-turners at the South St. intersection.

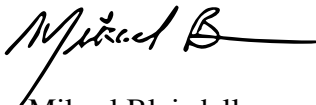
While some percentage of Grocery Outlet bound drivers may elect to take advantage of the stoplight at Cypress St. to turn off of SH 1, there is no evidence to suggest that this will be in any way a significant portion of the total traffic to the store.

In the permit application and appeals process, we heard many people speak of the need for access to low cost groceries as the Grocery Outlet will provide. That there is a desire for a Grocery Outlet store in Fort Bragg is obvious. That it will be popular is likely. I have no objections to the store per se, it is only the proposed location and its probable effects on traffic on the surrounding streets that is of substantial concern.

Once the store is built, if as I maintain, the assumptions being made about traffic patterns are inaccurate — it will be too late to do anything about the situation. The only possible remediation would be in the form of a traffic light at SH 1 and North harbor Drive, which would have its own impact upon the traffic flow.

I therefore recommend that permission not be given to Grocery Outlet to build and occupy the proposed location.

Sincerely,

A handwritten signature in black ink, appearing to read "Mikael B", with a long horizontal flourish extending to the right.

Mikael Blaisdell
Fort Bragg, CA
10/11/2022



Best Development
Grocery Outlet EIR
Planning Commission
Meeting



City of Fort Bragg Town Hall
416 North Franklin Street
Fort Bragg, CA 95437

October 11, 2022

Purpose of Today's Meeting

California **E**nvironmental **Q**uality **A**ct

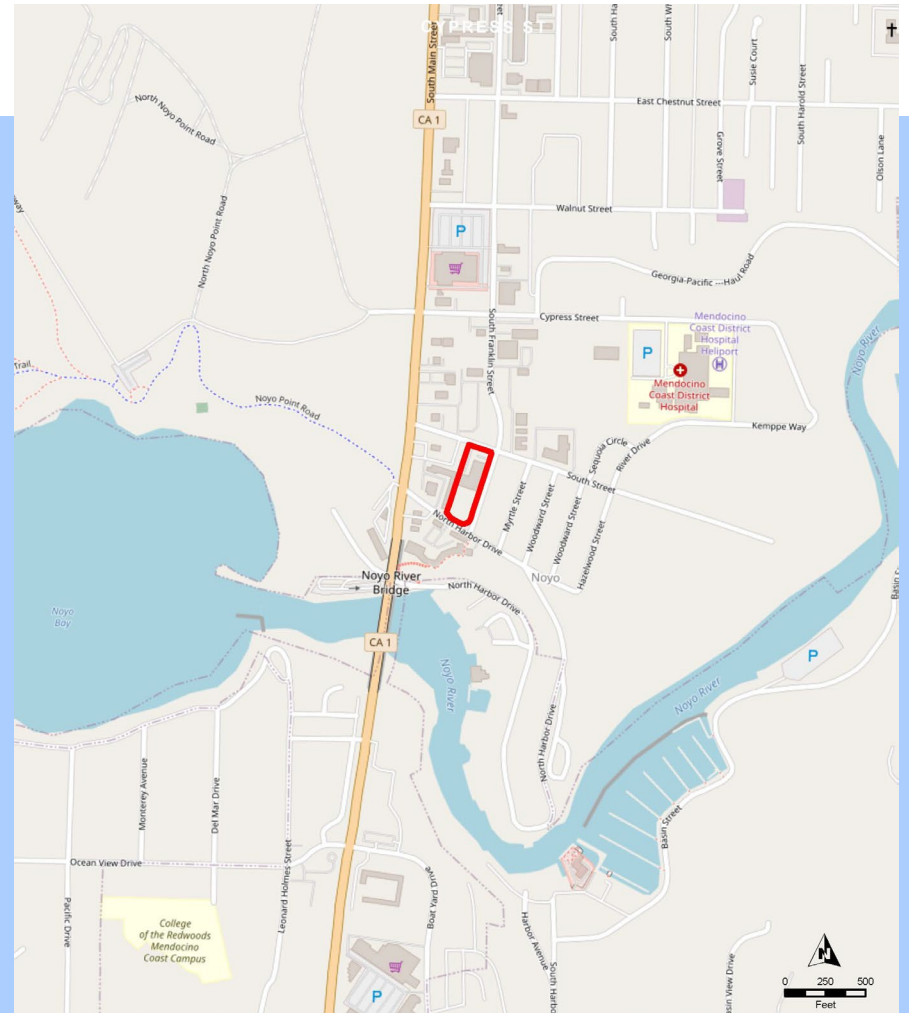
- To receive input from the public and interested agencies on the Draft EIR (September 2022).
- To enhance public participation as part of the project's review under the California Environmental Quality Act (CEQA).



Project Location

City of Fort Bragg

- 825, 845, and 851 S. Franklin Street
- 230 to 450 feet east of S. Main St/SR 1
- Coastal Zone (outside appeals area)



Project Site

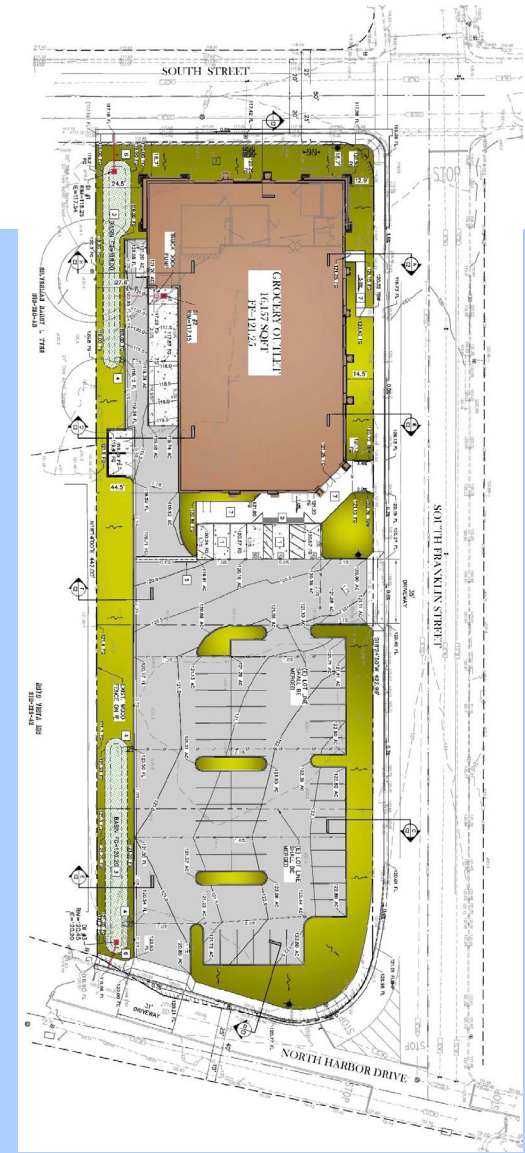
- Project site – 1.63 acres
- Existing “Old Social Services Building”
 - 16,436 sf building
 - 47 parking spaces
 - Landscaping (shrubs/trees)
 - Vacated since 2010
- Southern most lot is vacant
 - 1/3 baren soil
 - 2/3 vegetated grassland
- Elevation 117-122 feet msl
- Commercial uses to the north/south/west
- Residential buildings to the east



Project Approvals Requested

Entitlements Request:

- Certification of EIR;
- Adoption of a Mitigation Monitoring and Reporting Program;
- Approval of a Zoning Clearance (ZC);
- Approval of a Coastal Development Permit (CDP);
- Approval of Design Review;
- Approval of a Parcel Merger;
- Approval of a Sign Permit;
- Approval of an Encroachment Permit;
- Approval of a Grading Permit;
- Approval of a Building Permit.



Project Objectives

Quantifiable Objectives

- Replace the existing dilapidated 16,436 sf building with a modern 16,157 sf building on 1.63 acres.

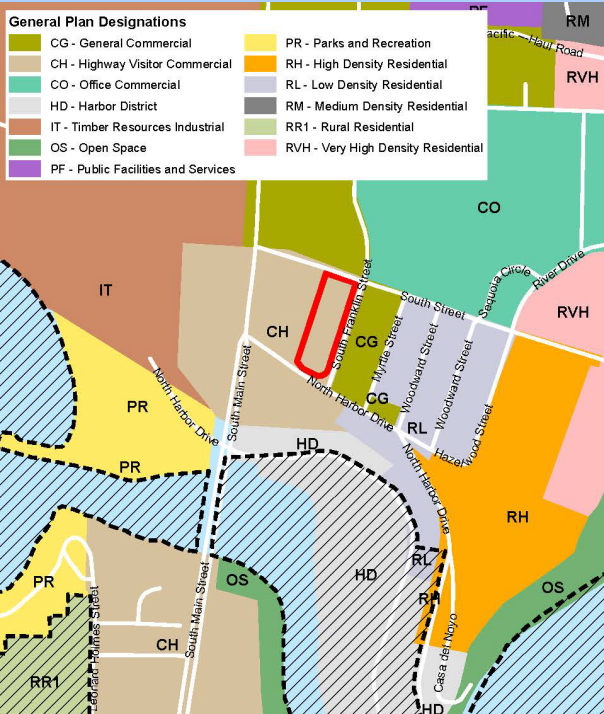
Project Objectives

- Develop a grocery store that provides its customers with comparatively affordable groceries at a convenient location for their shopping needs.
- Develop a grocery store that would generate additional revenues to the City in the form of increased sales and property tax revenues.
- Develop a grocery store that would create new jobs in the City.
- Develop an aesthetically attractive grocery store and landscaping on an infill site that already includes a dilapidated structure that has been vacant for a substantial period of time and for which there apparently is no economically viable use.
- Design a site plan that minimizes circulation conflicts between automobiles and pedestrians.

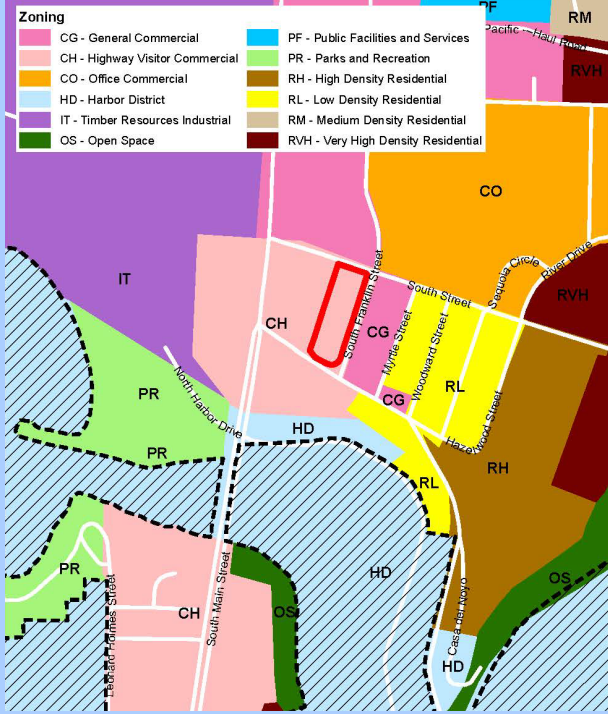


General Plan and Zoning

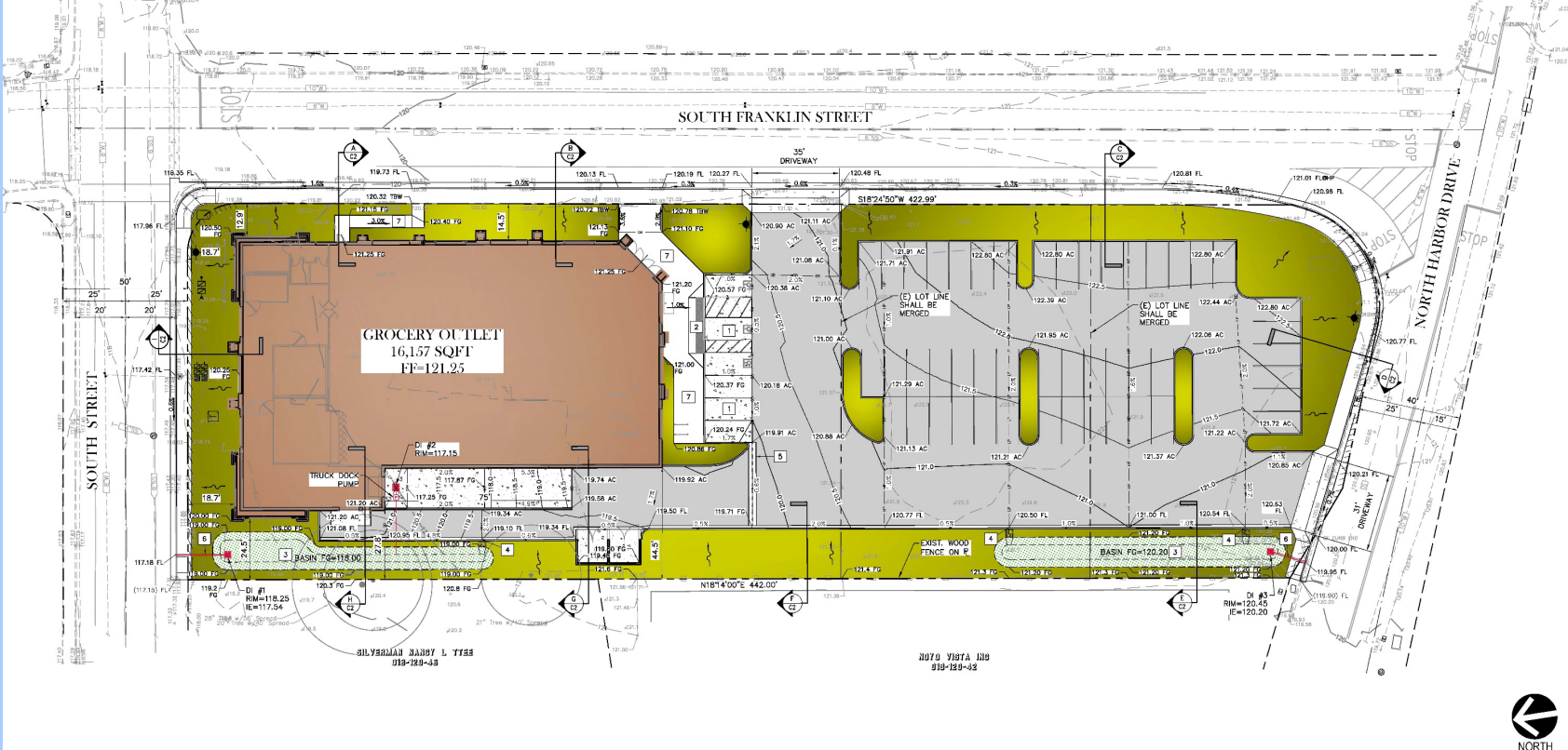
Existing Land Use CH – Highway Visitor Commercial



Existing Zoning CH – Highway Visitor Commercial



Site Plan



Building Elevations



Entrance
Perspective



Parking Lot
Perspective



South St Corner
Perspective



Visual Simulations

EXISTING



PROPOSED



Sources: Cliff M. Massey, AICP, Architect, July 15, 2022; MapInfo, July 20, 2022

**FORT BRAGG BEST DEVELOPMENT
GROCERY OUTLET PROJECT**

**Figure 3.1-1.
Visual Simulation View A**

CAMERA LOCATION



Field of View: 46 degrees (Zeiss 50f1.4 Planar lens)
View Origin and Direction shown above
Shadows: 2:15 PM 23 June 2022

De Novo Planning Group



Visual Simulations

EXISTING



PROPOSED

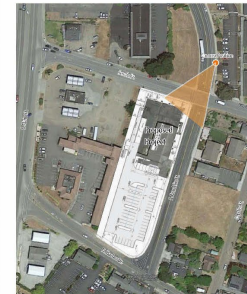


Source: Carl M. Maxey, AICP, Architect, July 15, 2022. Map date: July 23, 2022.

FORT BRAGG BEST DEVELOPMENT
GROCERY OUTLET PROJECT

Figure 3.1-2.
Visual Simulation View B

CAMERA LOCATION



Field of View: 46 degrees (Zeiss 50F1.4 Planar lens)
View Origin and Direction shown above
Shadows: 2:00 PM 23 June 2022

De Novo Planning Group
A Land Use Planning, Design, and Environmental Firm



Visual Simulations

EXISTING



PROPOSED



Sources: Carl M. Massey, AICP, Architect, July 15, 2022. Map data: July 22, 2022.

FORT BRAGG BEST DEVELOPMENT GROCERY OUTLET PROJECT

Figure 3.1-3.
Visual Simulation View C

CAMERA LOCATION



Field of View: 46 degrees (Zeiss 50/1.4 Planar lens)
View Origin and Direction shown above
Shadows: 2:30 PM 23 June 2022

De Novo Planning Group
A Land Use Planning, Design and Environmental Firm



Visual Simulations

EXISTING



PROPOSED



Source: Carl M. Manoy, AICP, Architect, July 13, 2022. Map date: July 22, 2022.

FORT BRAGG BEST DEVELOPMENT GROCERY OUTLET PROJECT

Figure 3.1-4.
Visual Simulation View D

CAMERA LOCATION



Field of View: 46 degrees (Zeiss 50/1.4 Planar lens)
View Origin and Direction shown above
Shadows: 2:30 PM 23 June 2022
5.5 Ft. Eye Height above Sidewalk

De Novo Planning Group
12441th Avenue, Suite 100, Fort Bragg, CA 94931



Draft Environmental Impact Report (DEIR)

The following issues were analyzed and determined to have no change, or a less than significant impact in the Initial Study (see Appendix A of the DEIR):

- Agricultural Resources
- Cultural and Tribal Resources
- Geology/Soils
- Hazards/Hazardous Materials
- Hydrology/Water Quality
- Population and Housing
- Public Services/Recreation
- Wildfire

The following issues were analyzed in the DEIR:

- Aesthetics
- Air Quality
- Biological Resources
- Greenhouse Gas Emissions/Energy
- Land Use and Planning/Urban Decay
- Noise
- Transportation/Circulation
- Utilities and Service Systems

As discussed in the DEIR, no significant and unavoidable impacts would result from the Project.



Final Environmental Impact Report (FEIR)

- The FEIR will include all comments received on the DEIR, responses to these comments, minor corrections (if warranted), minor supplemental analysis/information (if warranted), and the MMRP.
- DEIR 45-day public review period – September 15 to October 31, 2022
- Comments can be submitted:
 - Today (orally or in writing)
 - By email to:
 - Heather Gurewitz, Associate Planner, hgurewitz@fortbragg.com
 - By mail to:
 - Attn: Heather Gurewitz, Associate Planner
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437



Next Steps

- **Final EIR - Written responses to comments, and any changes made to the Draft EIR.**
- **Certify the EIR**
- **Planning Commission Hearings**
- **City Council Hearings**



Key Information

The Draft EIR is available for review at the City of Fort Bragg. An electronic copy can be emailed to you if requested.

Comments can be sent to:

Heather Gurewitz, Associate Planner

hgurewitz@fortbragg.com

Or:

Attn: Heather Gurewitz, Associate Planner

City of Fort Bragg

416 N. Franklin Street

Fort Bragg, CA 95437





City of Fort Bragg

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

Text File

File Number: 22-478

Agenda Date: 10/11/2022

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8A.

Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Gutierrez / Associates Architects & Planners to Provide Design and Engineering Services for the Fire Station Rehabilitation Project, City Project No. PWP-00124, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$199,000)



AGENCY: City Council
MEETING DATE: October 11, 2021
DEPARTMENT: Public Works
PRESENTED BY: A. Huerta
EMAIL ADDRESS: ahuerta@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Gutierrez / Associates Architects & Planners to Provide Design and Engineering Services for the Fire Station Rehabilitation Project, City Project No. PWP-00124, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$199,000; Account No. 424-6126-0731)

ISSUE:

On September 9, 2022, four (4) design firms submitted proposals for engineering and design services for the Fire Station Rehabilitation project. All proposals were timely. The Public Works Department reviewed the proposals and recommend that Gutierrez / Associates Architects & Planners be selected as the design engineering firm for the project. This firm is well qualified to perform the work, and the base proposal cost submitted is below the available funds (\$203,702) in the Community Development Block Grant (CDBG) for the design of the fire station rehab project.

ANALYSIS:

The Fire Station Rehabilitation Project has been on the City's Capital Improvement Project (CIP) list since 2009 and was included in the FY 2022/2023 CIP budget. This scope of work was reviewed and approved by City Council prior to release of the Request for Proposals (RFP) on June 13, 2022. The scope of the project will allow the City to procure a design professional to complete plans and specifications for the fire station to meet seismic retrofit standards and rehabilitate the roof, which is leaking and badly in need of repair. The first RFP closed on July 12, 2022 and the City received no timely proposals. The City solicited another round of proposals and received four (4) timely responses on September 9, 2022. Although all proposals were timely, two were deemed non-responsive.

A review of the nature and quality of the submittals made it clear to staff that Persinger Architects did not have a clear understanding of the project and D&Z Engineering did not provide a Not To Exceed amount as required by the RFP. The proposals submitted by Calpo Hom & Dong Architects and Gutierrez / Associates Architects & Planners provided what staff perceived to be an adequate level of service. Further reference and website checks confirmed that both firms have experience and staff sufficient to complete a job this size. Calpo Hom & Dong's proposal presented the lowest cost for services (only \$90,000), the quoted cost at about ½ the cost of the other firms and the estimated budget, left staff feeling concerned about the value of their proposed services and their understanding of the work to be completed.

Staff feels strongly that Gutierrez / Associates Architects & Planners' organized proposal, concise timeline for design completion, and additional consultants included in their proposal shows their commitment to delivering the City a successful project. One of the most

AGENDA ITEM NO. 8A

important components of a good design is attention to detail and quality control of the submittal, something that was well represented by the submittal from Gutierrez.

RECOMMENDED ACTION:

Adopt resolution approving professional services agreement with Gutierrez / Associates Architects & Planners, to provide design and engineering services for the Fire Station Rehabilitation Project, City Project No. PWP-00124, and authorizing City Manager to execute contract (amount not to exceed \$199,000).

ALTERNATIVE ACTION(S):

1. Adopt Resolution approving Professional Services Agreement with alternate design firm Calpo Hom & Dong Architects, to provide design and engineering services for the Fire Station Rehabilitation Project, City Project No. PWP-00124, and authorizing City Manager to execute contract (Amount Not to Exceed \$90,000); or
2. Reject all proposals and solicit a new Request for Proposals.

ATTACHMENTS:

1. Resolution to approve Professional Services Agreement Gutierrez / Associated Architects & Planners
2. Draft Gutierrez contract

NOTIFICATION:

1. D & Z Engineering; Jim Dillingham, PE Project Manager
2. Persinger Architects; Alexis Persinger, AIA Principal
3. Calpo Hom & Dong; Dennis Dong, AIA, CSI, Principal in Charge
4. Gutierrez / Associates Architects & Planners; Efren Gutierrez, Principal Architect

RESOLUTION NO. ____-2022

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING PROFESSIONAL SERVICES AGREEMENT WITH GUTIERREZ /
ASSOCIATES ARCHITECTS & PLANNERS TO PROVIDE DESIGN AND
ENGINEERING SERVICES FOR THE FIRE STATION REHABILITATION
PROJECT, CITY PROJECT NO. PWP-00124, AND AUTHORIZING CITY
MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$199,000)
ACCOUNT NO 424-6126-0731**

WHEREAS, on June 13, 2022 City Council accepted the scope of work and directed the Public Works Department to move forward with releasing a request for proposals (RFP) for design services for the Fire Station Rehabilitation Project, City Project No. PWP-00124; and

WHEREAS, the first solicitation closed on July 12, 2022 and the City of Fort Bragg (City) received no timely proposals; and

WHEREAS, on August 10, 2022 the City solicited another round of proposals; and

WHEREAS, on September 9, 2022, the City received four proposals for engineering design services for the Fire Station Rehabilitation project. Proposing firms included D&Z Engineering, Calpo Hom & Dong Architects, Persinger Architects, and Gutierrez / Associates Architects & Planners; and

WHEREAS, those proposals were reviewed and evaluated on the basis of capabilities, qualifications, and responsiveness; and

WHEREAS, staff determined two of the proposals submitted by Persinger Architects and D&Z Engineering were not responsive; and

WHEREAS, the Project is exempt pursuant to the California Environmental Quality Act ("CEQA") and Title 14, the California Code of Regulations ("CEQA Guidelines"), Section 15262; and

WHEREAS, the City applied for and received Community Development Block Grant funds (CDBG) in the amount of \$203,702 to assist the City with this planning activity; and

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

1. Gutierrez / Associates Architects & Planners is qualified to provide necessary professional services to complete plans and specifications for the Fire Station Rehabilitation project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a Professional Services Agreement with Gutierrez / Associates Architects & Planners for the Fire Station Rehabilitation design and authorizes the City Manager to execute the same upon execution by Contractor (Amount Not to Exceed \$199,000.00 Account 424-6126-0731).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 11th day of October, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, MMC
City Clerk

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
GUTIERREZ / ASSOCIATES ARCHITECTS & PLANNERS**

THIS AGREEMENT is made and entered into this 12th day of October, 2022 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and GUTIERREZ / ASSOCIATES ARCHITECTS & PLANNERS, a sole proprietorship, 5701 International Blvd., No. 7, Oakland, California 94621 (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to prepare plans and specifications for the Fire Station Rehabilitation Project, City Project PWP-00124, as more fully described herein; and

B. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

E. WHEREAS, the legislative body of the City on October 11, 2022 by Resolution No. [REDACTED], authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times

observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the 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 **One Hundred Ninety-nine Thousand Dollars (\$199,000.00).**

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 31, 2023**. 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, 2023** unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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

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

5.0. INSURANCE

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

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

insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than 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 OTHER GOVERNMENTAL REGULATIONS

6.1 Compliance. 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.

6.2 CDBG Requirements. Required contract provisions for Community Development Block Grant (CDBG)-Aided Consultant Contracts are attached as **Exhibit C**, and said provisions are incorporated into this Agreement by reference. All forms provided in **Exhibit C** are to be completed and attached to this Agreement.

7.0 GENERAL PROVISIONS

7.1. 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.

7.2. 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.

7.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be **Alfredo Huerta, Assistant City Engineer**. 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 **Efren Gutierrez, Principal Architect**, 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.

7.4. 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:
Efren Gutierrez
Gutierrez / Associates Architects
5701 International Blvd., No. 7
Oakland, CA 94621
Tel: 510-839-3311

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

7.5. 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.

7.6. 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.

7.7. 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.

7.8. 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.

7.9. 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.

7.10. 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.

7.11. 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.

7.12. [Section removed.]

7.13. 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.

7.14. 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.

7.15. 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.

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

7.17. 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.

7.18. 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.

7.19. 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.

7.20. 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.

7.21. 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.

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

7.23. 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.

7.24. 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.

7.25. 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.

7.26. 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.


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

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

CITY

CONSULTANT

By: _____
Peggy Ducey
Its: City Manager

By:  _____
Efrén Gutierrez
Its: Principal Architect

ATTEST:

By: _____
June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

E. Scope of Work

Scope of Work

- Evaluation of existing building and existing studies and reports.
- Finalizing the fire station expansion/remodel program.
- Full A/E services for the fire station expansion and remodel.
- Construction documents and permitting.
- Assisting the owner in bidding the project and administering construction, including final closeout.

Scope of Services

- Architecture
- Structural Engineering
- Mechanical Engineering including HVAC, plumbing, and fire protection
- Electrical Engineering, including power and lighting
- Cost Estimating

Deliverables

- Schematic Design Phase (26%)
 - Building evaluation
 - Finalized Program
 - Concept Drawings
 - Schematic Design documents
 - Budget and schedule analysis
- Design Development Phase (22%)
 - Development of approved schematic design
 - Work with the District and County to obtain approvals
 - Cost Estimate
- Construction Documents (44%)
 - 90% and 100% Construction Document Submittals
 - Consultant Drawings
 - Full Specification incorporating CSD Fire General Conditions
 - Cost Estimate
 - Completed Contract Documents suitable for bidding
 - Permit approval
- Bidding (3%)
 - Provide follow-up to RFIs and modify drawings if changed
 - Assist in qualification and selection of bidders
 - Assist in informational meeting
- Construction Period (5%)
 - Construction Administration includes processing Change Orders if required
 - Provide record set of drawings
 - Site visit and meeting notes
 - Punch List and Closeout
 - Follow up during initial operating period

Meetings

Several site meetings are included to meet and interview key City of Ft. Bragg staff, observe and document the facility, make presentations to the FPA and City, observe construction, and sign off on construction. For meetings to discuss the progress of the design and construction documents, we prefer to hold online meetings over Zoom or a similar service. Four on-site meetings are included in the total fee.

F. Budget and Schedule of Charges

We propose to provide the services required and described in the RFP, and this proposal, for a lump sum total fee of \$199,000.

Hourly Rates

Gutierrez/Associates Hourly Rates

Efren Gutierrez Principal	\$215
Project Manager	\$180
Project Architect	\$140
Designer/Draftsperson	\$120
Administrative/Technical Writer	\$80

Covenant Engineering (Structural)

Merritt Mavy, Principal Engineer	\$150
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GDMD Engineering (Mechanical) Hourly Rates

Greg Davis, Principal Engineer	\$250
Engineer	\$165
Draftsperson	\$110

HCS Engineering (Electrical) Hourly Rates

Principal	\$200
Richard Smith Principal Electrical Engineer	\$175
Electrical Engineer	\$140
Designer	\$100
Draftsman	\$85
Administrative	\$75

Austin Construction Services

John Austin	\$155
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Reimbursables

Standard reimbursables for this project, including 4 meetings in Fort Bragg, are included. Additional meetings will be at hourly rates, typically two personnel at 8 hours each person. Standard print sets, one set per phase, and print sets required for permits, are included. Mark-up for additional services, telephone, travel expenses and printing is 1.1 to 1 (10%).

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT C

**CITY OF FORT BRAGG
416 Franklin Street
Fort Bragg, California 95437**

**REQUIRED CONTRACT PROVISIONS
for CDBG-Aided Consultant Contracts**

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1. General Provisions

- 1.1 This project is funded wholly or in part by the State of California Community Development Block Grant Program and is subject to both Federal and State regulatory requirements. The consultant and its sub-contractors agree to comply with all State and Federal laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Consultant and any subcontractors. The consultant further agrees to comply with all Federal laws and regulations applicable to the CDBG Program and with other Federal provisions as set forth below.
- 1.2 These contract provisions shall apply to all work performed on the contract by the consultant's own organization and with the assistance of workers under the consultant's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 1.3 Except as otherwise provided for in each section, the consultant shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions for CDBG-Aided Consultant Contracts, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions for CDBG-Aided Consultant Contracts shall not be incorporated by reference in any case. The prime consultant shall be responsible for compliance by any sub-consultant or lower tier sub-consultant with these Required Contract Provisions for CDBG-Aided Consultant Contracts.
- 1.4 The consultant and its sub-consultants shall perform the project in accordance with Federal, State and local housing and building codes as are applicable.
- 1.5 All data and design and engineering work created under this Agreement shall be owned by the Subgrantee / owner of the subject property and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the Subgrantee/subject property owner.
- 1.6 The consultant and its sub-consultants shall maintain at least the minimum State-required Worker's Compensation Insurance for those employees who will perform the contract activity(ies) or any part of it.
- 1.7 The consultant and its sub-consultants shall maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the consultant or any sub-consultant in performing the project or any part of it.
- 1.8 The consultant and its sub-consultants shall retain all books, records, accounts, documentation, and all other materials relevant to the agreement for a period of five (5) years from date of termination of the agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to the agreement and any amendments, whichever is later.
- 1.9 The consultant and its sub-consultants shall permit the State, Federal government, the Bureau of State Audits, the Department of Housing and Community Development, the City of Fort Bragg and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials

relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

2. Conflict of Interest Provisions.

2.1 Conflict of Interest of Members, Officers, or Employees of Consultants, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Consultant, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

2.2 Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

3. Affirmative Action:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). All bidders are notified that the CDBG grantee and all sub-grantees will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or nation origin in consideration for an award. Minority and women-owned and operated businesses are encouraged to apply.

4. Non Discrimination Clause

The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances:

During the performance of this Agreement, the Consultant assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

5. Section 3 Clauses: The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance

- 5.1 The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in other order of priority provided in 24 CFR 135.34(a)(2).
- 5.2 The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 5.3 The consultant will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State or City, take appropriate action pursuant to the contract upon a finding that any consultant or sub-consultant is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any contract unless the Consultant or consultant or sub-consultant has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 5.4 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the consultant, its successors, and assigns. Failure to fulfill these requirements shall subject the consultant and its sub-consultants, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

6. Equal Opportunity

During the performance of this Contract, the Contractor agrees as follows:

- 6.1 The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 6.2 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.

- 6.3 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- 6.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6.5 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 6.7 The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 6.8 The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- 6.9 Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- 6.10 Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies

affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

6.11 The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

6.12 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. Rehabilitation Act of 1973 and the "504 Coordinator"

The Consultant further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Consultants with fifteen(15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

8. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements Under 24 CFR 85.36(e):

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

- 8.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 8.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 8.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

- 8.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 8.5 Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

9. Copeland "Anti-Kickback" Act (18 U.S.C. 874)

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

10. Compliance with Clean Air Act and Clean Water Act.

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

10.1 Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).

10.2 Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

11. Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

12. Prevailing Wages

12.1 Where funds provided through this Agreement are used for construction work, or in support of construction work, the Consultant shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

12.2 For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Consultant and a licensed building contractor, the Consultant shall serve as the "awarding body" as that term is defined in the Labor Code. Where the Consultant will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

13. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR Part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

14. Bonus or Commission, Prohibition Against Payments of

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the application for such assistance; or
- B. The Department's approval of the applications for additional assistance; or
- C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

15. Labor Standards—Federal Labor Standards Provisions

Contractor shall comply with all provisions contained in the form HUD-1040, Federal Labor Standards Provisions. The Consultant shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

- 15.1 Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- 15.2 "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from:
 - (1) providing, attempting to provide, or offering to provide any kickback;
 - (2) soliciting, accepting, or attempting to accept any kickback; or
 - (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.
- 15.3 Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- 15.4 Title 29, Code of Federal Regulations, Subtitle A, Parts I, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

16. Labor Standards—State Labor Standards Provisions

State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. All contractors and subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1½ times the basic rate of pay.

17. Anti-Lobbying Certification

The consultant shall require that the language included in the Consultant's/Sub-consultant's Certification concerning Anti-Lobbying form be included in all subcontracts entered into in connection with this activity and that consultant and all subconsultants shall certify and disclose per the requirements of that form.

CITY OF FORT BRAGG
416 North Franklin Street
Fort Bragg, California 95437

**DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL
REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(E)**

Pursuant to HUD reporting requirements for CDBG recipients and subrecipients, all contractors and subcontractors must submit the following information to the City of Fort Bragg for annual CDBG reporting:

1. Is Consultant's business Women Owned? Yes No

A woman-owned business enterprise (WBE) is defined as a business that is at least 51% owned, operated and controlled on a daily basis by one or more (in combination) female American citizens.

2. Is Consultant's business a Section 3 Business? Yes No

Section 3 businesses are those that can provide evidence of meeting one of the following three criteria:

a) 51 percent or more owned by Section 3 residents; or

b) At least 30 percent of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire*; or

c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to businesses that meet the qualifications of a) or b) above.

3. Consultant's Employer Identification Number: _____

4. Consultant's business Racial/Ethnic Code: _____

CODES:

- | | |
|---|---|
| 11-White | 16-American Indian/Alaskan Native & White |
| 12-Black/African American | 17-Asian & White |
| 13-Asian | 18-Black/African American & White |
| 14-American Indian/Alaskan American | 19-American Indian/Alaskan Native & Black/African Amer. |
| 15-Native Hawaiian/other Pacific Islander | 20-Other Multi-Racial |

5. Will any subcontractors be hired by consultant in order to accomplish the contract scope of work? Yes No

If YES, list known subcontractors: _____
(use additional page if needed)

If YES, a copy of this form must be provided to each subcontractor and submitted to the City of Fort Bragg within 10 days of contract/subcontract date.

Signed _____
(Contractor representative)

Company name: _____

By: _____
(Print Name and Title)

Date: _____

CITY OF FORT BRAGG
416 North Franklin Avenue
Fort Bragg, California 95437

CONSULTANT'S/SUB-CONSULTANT'S CERTIFICATION
CONCERNING ANTI-LOBBYING

The Consultant shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure. "The undersigned certifies, to the best of his or her knowledge or belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.

(Consultant/Sub-consultant)

By _____
Signature

Typed Name and Title

Date

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid / offer / application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p style="text-align: right;">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES FORM

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
 12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
 13. **Check the appropriate box(es). Check all boxes that apply. If other, specify nature.**
 14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
 15. Check whether or not a continuation sheet(s) is attached.
 16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CITY OF FORT BRAGG
416 North Franklin Avenue
Fort Bragg, California 95437

**CONSULTANT'S CERTIFICATION
CONCERNING CONFLICT OF INTEREST**

By submitting its proposal the consultant certifies as follows:

I am aware and in compliance with the following provisions regarding Conflict of Interest of Consultants:

1. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.611, no member, officer, or employee of the City, or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

2. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

Signed _____
(Consultant)

By _____
Print Name and Title

Date: _____

STATE OF CALIFORNIA
Department of Housing and Community Development
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Program

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
 INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING THIS CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Grant Number: _____ **Name of Participant:** _____
Address of Participant: _____

Name and Title of Authorized Representative	Signature	Date
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1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal

Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



City of Fort Bragg

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

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Receive Recommendation from the Finance and Administration Committee on the Section 115 Investment Strategy with Public Agency Retirement Services (PARS) for the Purpose of Pre-funding the City's Future Unfunded Liability with the California Public Employees' Retirement System (CalPERS) and Provide Direction to Staff



AGENCY: City Council
MEETING DATE: October 11, 2022
DEPARTMENT: Finance
PRESENTED BY: Isaac Whippy
EMAIL ADDRESS: iwhippy@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Recommendation from the Finance and Administration Committee on the Section 115 Investment Strategy with Public Agency Retirement Services (Pars) for the Purpose of Pre-Funding the City's Future Unfunded Liability with the California Public Employees' Retirement System (CalPERS) and Provide Direction to Staff

BACKGROUND:

A Request for Proposals (RFP) for Section 115 Pension Trust Services was issued in April 2022. Two proposals were received from Public Agency Retirement Services (PARS) and CalPERS California Employers' Pension Prefunding Trust (CEPPT). The proposals were evaluated based on the firms' experience providing Section 115 pension trust services to other California municipalities and the managed funds' performance history and costs.

On June 25, 2022, the City Council approved establishing a Pension 115 Trust with Public Employees Retirement System (PARS). The next steps in the process were to model financial scenarios and provide Council with options on an investment strategy with a recommendation from the Finance Committee to fund the Trust. Once the investment strategy has been chosen, PARS will provide an investment policy tailored to the chosen investment strategy for the Finance Committee to review and recommend to Council for approval.

The City of Fort Bragg issued \$7.4 million in taxable Lease Revenue Bonds in November 2021 to reduce the City's unfunded pension liability. Additionally, CalPERS recognized a record 21.3% investment return for the fiscal year ended June 30, 2021, reducing the City's UAL. Unfortunately, as of June 2022, CalPERS is at -4%, which will result in a new significant UAL next year.

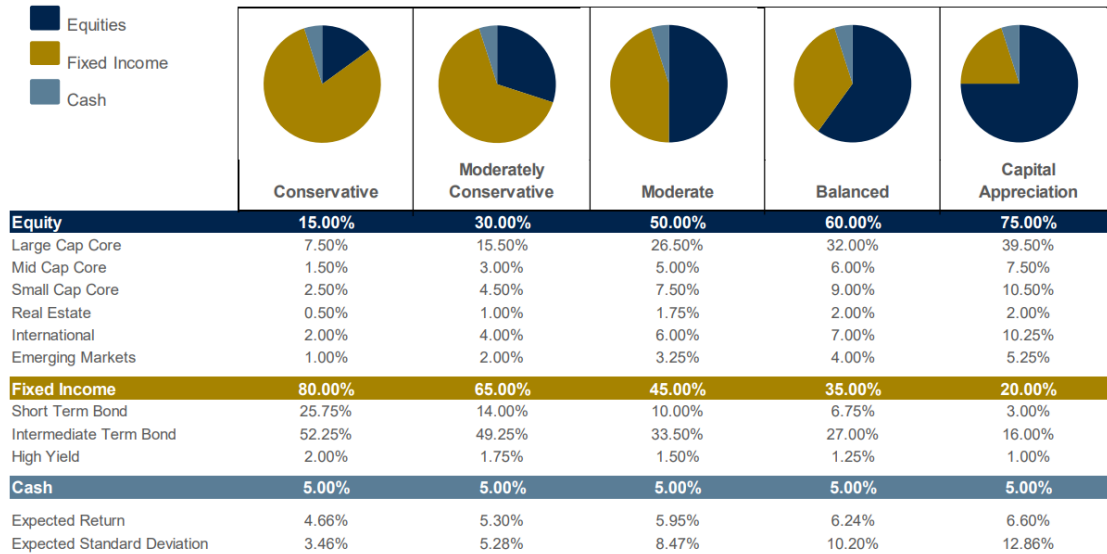
PENSION 115 TRUST INVESTMENT STRATEGY

PARS provides five (5) different strategy options, with each option either an active or passive approach. An active approach allows for actively buying and selling assets in the hope of making profits and outperforming a benchmark. A passive approach is a long-term strategy in which investors buy and hold a diversified mix of assets in an effort to match, not beat the market. Staff has modeled out the five options with potential scenarios based on the 5-year return for each of the strategies at an active level.

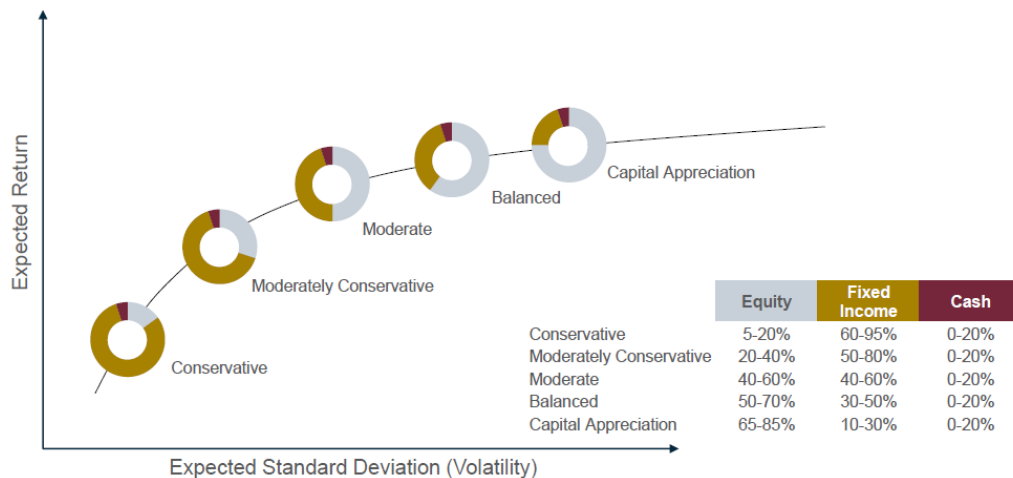
With regard to investment strategy, the five asset allocation strategies offered by PARS were reviewed: Conservative, Moderately Conservative, Moderate, Balanced and Capital Appreciation. Yield (risk) varied from the low equities/high fixed income Conservative

portfolio (20/80 allocation) to the high equities/low fixed income Capital Appreciation portfolio (80/20 allocation).

PARS Investment Objectives
As of April 2022



Returns over the past five years varied between 3.73% (Conservative) to 10.08% (Capital Appreciation). To preserve capital yet obtain a higher yield than we currently obtain under our regular investment program, staff focused on the Moderately Conservative (40/60 allocation) and Moderate (50/50 allocation) portfolios, and ultimately recommended the moderately conservative portfolio to the Finance Committee. PARS also requires that an agency select whether they desire Active Management or Index (Passive) Management; staff recommended Active Management, however it was noted that while Active Management obtained higher returns in the short-term; the 10-year benchmark showed them to be relatively equivalent.



RECOMMENDATIONS

Staff recommends starting with an **active moderately conservative investment strategy** to have a target funding level of 90% with a minimum funding level of 80% and a maximum level of 100%. Steps will be taken during the annual budget process to determine if the City can make a minimum annual contribution of \$250k towards the Trust. Costs of this funding policy could be reduced should the pension 115 trust outperform the model. Providing an active approach will potentially allow the investment earnings to outperform the benchmark, reducing the amount needed to be input to the Trust.

FISCAL IMPACT

Sufficient funds are currently available to make an initial contribution of \$1,350,000 to the Section 115 Trust (\$750,000 set aside in the Unassigned Reserves – 50% of Surplus from FY 2020/21, \$350,000 budgeted in the FY 2021/22 Adopted Budget and \$250,000 budgeted in FY 2022/23 Adopted Budget).

The long-term impact of this near-term pension-related set of actions is impossible to quantify. It is fair to assume, however, that reserving funds for pension costs now and into the future will bring significant budgetary benefits over time. Over the past several years, CalPERS has lowered its discount rate by 50 basis points in recognition of the likelihood that the fund will not achieve projected investment returns. It is not unlikely that CalPERS will continue to reduce its discount rate. By fully funding its pension liabilities and using a more balanced rate of projected return, the City would set aside enough money to ensure that increasing pension-related costs will not crowd spending on other essential City projects and functions. This is both fiscally prudent and far-sighted.

Fees resulting from managing the Trust are embedded within the investment returns. There are no other costs associated with this action.

GREENHOUSE GAS EMISSIONS IMPACT:

There is no direct impact on greenhouse gas emissions.

CONSISTENCY:

The Pension Funding Policy incorporates the City Council policy of paying 50% of any year's General Fund surplus towards the City's UAL and furthers the City Council budget priority No. 6: Provide for additional contributions to CalPERS to pay the unfunded liability off earlier than 30 years.

ATTACHMENTS:

Investment Projections – PARS

NOTIFICATION:

Ryan Niscas

\$2,000,000 Contribution - HighMark, Conservative (4.66%, 30-Year Expected Returns)

Plan Year	Contributions	Earnings	PARS Fees	IM Fees	Trustee Fees	Ending Bal.
Year 1	\$2,000,000	\$92,942	\$5,111	\$7,156	\$0	\$2,080,675
Year 2	\$0	\$96,691	\$5,317	\$7,444	\$0	\$2,164,605
Year 3	\$0	\$100,591	\$5,532	\$7,745	\$0	\$2,251,920
Year 4	\$0	\$104,649	\$5,755	\$8,057	\$0	\$2,342,757
Year 5	\$0	\$108,870	\$5,987	\$8,382	\$0	\$2,437,258
Year 6	\$0	\$113,262	\$6,229	\$8,720	\$0	\$2,535,572
Year 7	\$0	\$117,831	\$6,480	\$9,072	\$0	\$2,637,851
Year 8	\$0	\$122,584	\$6,741	\$9,438	\$0	\$2,744,255
Year 9	\$0	\$127,528	\$7,013	\$9,818	\$0	\$2,854,952
Year 10	\$0	\$132,673	\$7,296	\$10,214	\$0	\$2,970,114

\$2,000,000 Contribution - HighMark, Moderately Conservative (5.30%, 30-Year Expected Returns)

Plan Year	Contributions	Earnings	PARS Fees	IM Fees	Trustee Fees	Ending Bal.
Year 1	\$2,000,000	\$105,706	\$5,128	\$7,179	\$0	\$2,093,399
Year 2	\$0	\$110,643	\$5,368	\$7,515	\$0	\$2,191,159
Year 3	\$0	\$115,810	\$5,618	\$7,866	\$0	\$2,293,485
Year 4	\$0	\$121,218	\$5,881	\$8,233	\$0	\$2,400,589
Year 5	\$0	\$126,879	\$6,155	\$8,617	\$0	\$2,512,695
Year 6	\$0	\$132,804	\$6,443	\$9,020	\$0	\$2,630,036
Year 7	\$0	\$139,006	\$6,744	\$9,441	\$0	\$2,752,857
Year 8	\$0	\$145,497	\$7,059	\$9,882	\$0	\$2,881,414
Year 9	\$0	\$152,292	\$7,388	\$10,343	\$0	\$3,015,974
Year 10	\$0	\$159,404	\$7,733	\$10,826	\$0	\$3,156,818

\$2,000,000 Contribution - HighMark, Moderate (5.95%, 30-Year Expected Returns)

Plan Year	Contributions	Earnings	PARS Fees	IM Fees	Trustee Fees	Ending Bal.
Year 1	\$2,000,000	\$118,670	\$5,145	\$7,204	\$0	\$2,106,321
Year 2	\$0	\$124,978	\$5,419	\$7,587	\$0	\$2,218,294
Year 3	\$0	\$131,622	\$5,707	\$7,990	\$0	\$2,336,219
Year 4	\$0	\$138,619	\$6,010	\$8,415	\$0	\$2,460,414
Year 5	\$0	\$145,989	\$6,330	\$8,862	\$0	\$2,591,211
Year 6	\$0	\$153,749	\$6,666	\$9,333	\$0	\$2,728,961
Year 7	\$0	\$161,923	\$7,021	\$9,829	\$0	\$2,874,033
Year 8	\$0	\$170,531	\$7,394	\$10,352	\$0	\$3,026,818
Year 9	\$0	\$179,596	\$7,787	\$10,902	\$0	\$3,187,725
Year 10	\$0	\$189,143	\$8,201	\$11,482	\$0	\$3,357,186

\$2,000,000 Contribution - HighMark, Balanced (6.24%, 30-Year Expected Returns)

Plan Year	Contributions	Earnings	PARS Fees	IM Fees	Trustee Fees	Ending Bal.
Year 1	\$2,000,000	\$124,454	\$5,153	\$7,214	\$0	\$2,112,086
Year 2	\$0	\$131,428	\$5,442	\$7,619	\$0	\$2,230,454
Year 3	\$0	\$138,794	\$5,747	\$8,046	\$0	\$2,355,456
Year 4	\$0	\$146,573	\$6,069	\$8,497	\$0	\$2,487,463
Year 5	\$0	\$154,787	\$6,409	\$8,973	\$0	\$2,626,868
Year 6	\$0	\$163,462	\$6,768	\$9,476	\$0	\$2,774,086
Year 7	\$0	\$172,623	\$7,148	\$10,007	\$0	\$2,929,554
Year 8	\$0	\$182,297	\$7,548	\$10,567	\$0	\$3,093,735
Year 9	\$0	\$192,513	\$7,971	\$11,160	\$0	\$3,267,118
Year 10	\$0	\$203,302	\$8,418	\$11,785	\$0	\$3,450,217

\$2,000,000 Contribution - HighMark, Capital Appreciation (6.60%, 30-Year Expected Returns)

Plan Year	Contributions	Earnings	PARS Fees	IM Fees	Trustee Fees	Ending Bal.
Year 1	\$2,000,000	\$131,633	\$5,163	\$7,228	\$0	\$2,119,243
Year 2	\$0	\$139,482	\$5,470	\$7,659	\$0	\$2,245,596
Year 3	\$0	\$147,798	\$5,797	\$8,115	\$0	\$2,379,482
Year 4	\$0	\$156,610	\$6,142	\$8,599	\$0	\$2,521,350
Year 5	\$0	\$165,947	\$6,508	\$9,112	\$0	\$2,671,677
Year 6	\$0	\$175,841	\$6,896	\$9,655	\$0	\$2,830,966
Year 7	\$0	\$186,325	\$7,308	\$10,231	\$0	\$2,999,753
Year 8	\$0	\$197,434	\$7,743	\$10,841	\$0	\$3,178,603
Year 9	\$0	\$209,205	\$8,205	\$11,487	\$0	\$3,368,116
Year 10	\$0	\$221,678	\$8,694	\$12,172	\$0	\$3,568,929

Section 115 Trust

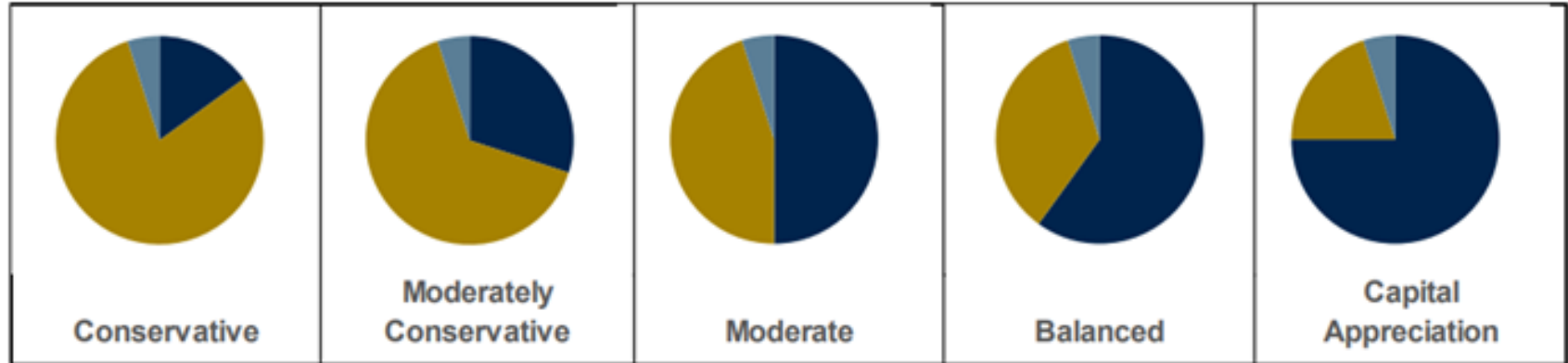
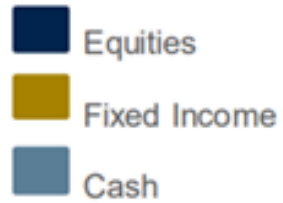
Investment Strategy

Background

- Pension Funding Policy
- CALPERS ROI, June 30, 2022 -6.1%

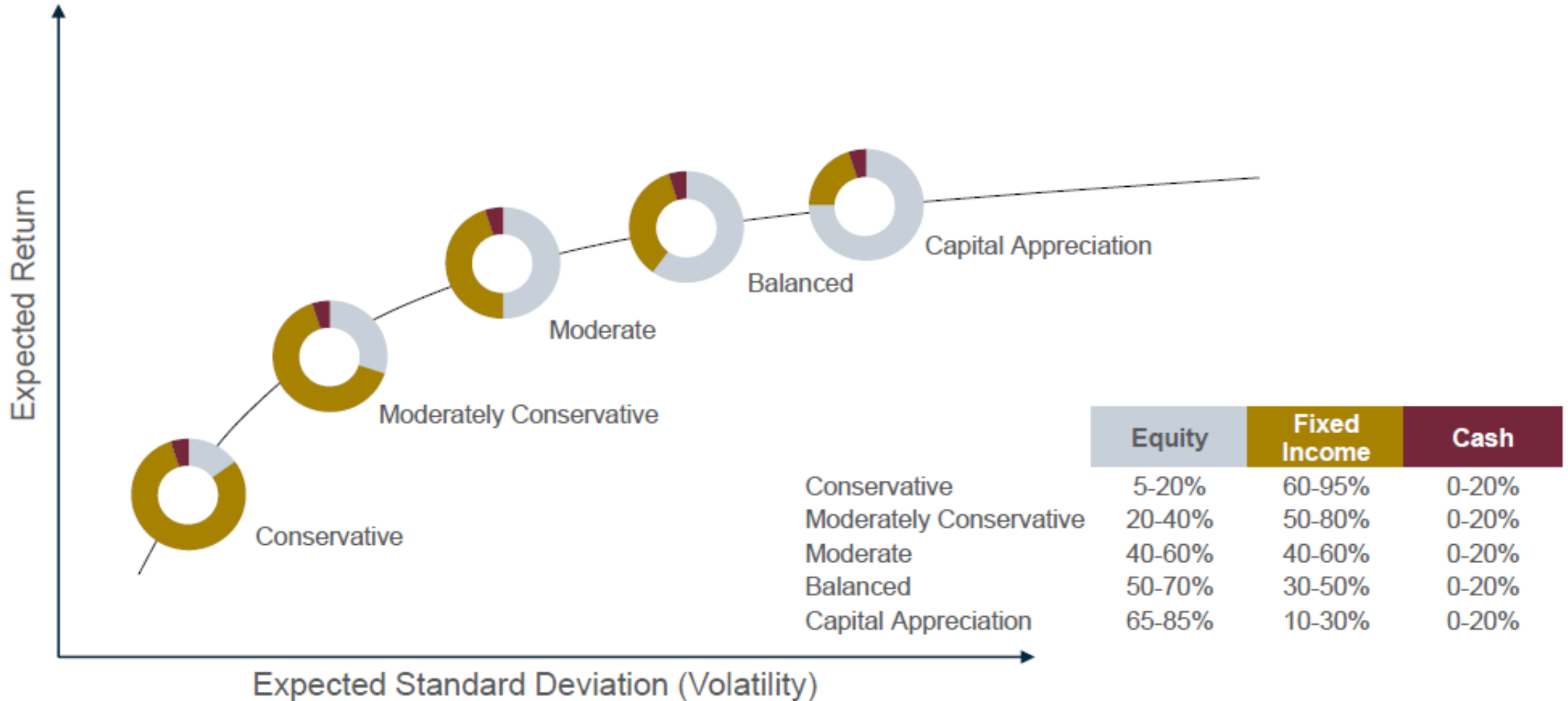
PARS Investment Objectives

As of April 2022



	Conservative	Moderately Conservative	Moderate	Balanced	Capital Appreciation
Equity	15.00%	30.00%	50.00%	60.00%	75.00%
Large Cap Core	7.50%	15.50%	26.50%	32.00%	39.50%
Mid Cap Core	1.50%	3.00%	5.00%	6.00%	7.50%
Small Cap Core	2.50%	4.50%	7.50%	9.00%	10.50%
Real Estate	0.50%	1.00%	1.75%	2.00%	2.00%
International	2.00%	4.00%	6.00%	7.00%	10.25%
Emerging Markets	1.00%	2.00%	3.25%	4.00%	5.25%
Fixed Income	80.00%	65.00%	45.00%	35.00%	20.00%
Short Term Bond	25.75%	14.00%	10.00%	6.75%	3.00%
Intermediate Term Bond	52.25%	49.25%	33.50%	27.00%	16.00%
High Yield	2.00%	1.75%	1.50%	1.25%	1.00%
Cash	5.00%	5.00%	5.00%	5.00%	5.00%
Expected Return	4.66%	5.30%	5.95%	6.24%	6.60%
Expected Standard Deviation	3.46%	5.28%	8.47%	10.20%	12.86%

Asset Allocation Strategy



HIGHMARK CAPITAL MANAGEMENT

As of March 31, 2022

ACTIVE PORTFOLIO RETURNS

Strategy	Equity (%)	1 Year	3 Years	5 Years	10 Years
Capital Appreciation	65-85%	4.22%	11.34%	9.99%	9.19%
Balanced	50-70%	2.49%	9.69%	8.73%	7.94%
Moderate	40-60%	1.50%	8.42%	7.64%	6.99%
Moderately Conservative	20-40%	-0.56%	5.80%	5.48%	5.16%
Conservative	5-20%	-2.02%	3.88%	3.92%	3.79%

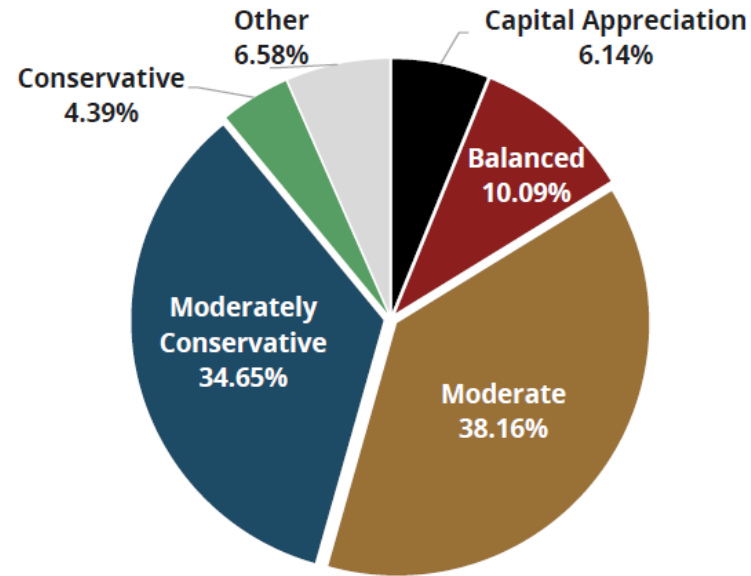
* Past performance does not guarantee future results.

PRSP STRATEGY ALLOCATION – CLIENTS

As of March 31, 2022

HIGHMARK CAPITAL MANAGEMENT

Strategy	Allocation* (%)
Capital Appreciation (65-85% Equity)	6.14%
Balanced (50-70% Equity)	10.09%
Moderate (40-60% Equity)	38.16%
Mod. Conservative (20-40% Equity)	34.65%
Conservative (5-20% Equity)	4.39%
Other (Custom)	6.58%
TOTAL	100.00%



Active Platform: 53% / Passive Platform: 47%

*Allocations are based on agencies who have funded

FISCAL IMPACT

- **\$750k** FY 2020/21 Unassigned Reserves
\$350k FY 2021/22 Budget
\$1.1 Million (initial contribution)
- **\$250k** FY 22 /23 Adopted Budget
- Funds to be invested on a dollar average basis over the next 12 months
- Quarterly Performance Reporting to the Finance & Admin Committee (Treasurer's Report)

- HIGHMARK CAPITAL – Market Update



City of Fort Bragg

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Text File

File Number: 22-513

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Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8C.

Receive Report Regarding State of California Permanent Local Housing Allocation Program and Provide Direction to Staff



AGENCY: City Council
MEETING DATE: October 11, 2022
DEPARTMENT: Administration
PRESENTED BY: L. Peterson / S. McCormick
EMAIL ADDRESS: lpeterson@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report Regarding State of California Permanent Local Housing Allocation Program and Provide Direction to Staff

BACKGROUND:

As part of a 15-bill housing package signed by Governor Brown in 2017, the Building Homes and Jobs Act (SB 2, 2017) established a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. Effective 2019, 70% of the revenues collected by the fee are allocated to administer locally affordable housing through the Permanent Local Housing Allocation (PLHA) program. The goals of the PLHA program are to help cities and counties do the following:

- Increase the supply of housing for households at or below 60% of area median income
- Increase assistance to affordable owner-occupied workforce housing
- Assist persons experiencing or at risk of homelessness
- Facilitate housing affordability, particularly for lower- and moderate-income households
- Promote projects and programs to meet the local government's unmet share of regional housing needs allocation
- Ensure geographic equity in the distribution of the funds

There are two types of PLHA programs:

1. Formula grants to entitlement and non-entitlement jurisdictions based on the formula prescribed under federal law for the Community Development Block Grant.
2. Competitive grants to non-entitlement jurisdictions with funding amounts varying based on annual revenues to the Building Homes and Jobs Trust Fund.

The formula funding is allocated in five-year increments, based on a five-year estimate of funding; the City's estimated allocation is \$641,136 for funding from calendar years 2019 through 2023. In order to apply for funding, the City must submit a five-year plan that illustrates how the projected funding from 2019, 2020, 2021, 2022, and 2023 will be used.

ANALYSIS:

The City of Fort Bragg is currently eligible to apply for formula grant allocations from calendar years 2019, 2020, and 2021. The City would then apply with a streamlined application for calendar years 2022 and 2023. The table below lists the allocations available to the City under this NOFA:

Calendar Year Funds	Formula Allocation Amount	Allowable Local Admin	Expenditure Deadline
2019	\$106,856	\$5,343	4/30/2024
2020	\$163,507	\$8,175	4/30/2025
2021	\$142,814	\$7,141	4/30/2026
2022	TBD	TBD	4/30/2027
2023	TBD	TBD	4/30/2028

The following projects are proposed for Council consideration:

Proposed Project	Description	Proposed Budget
Inclusionary Housing Unit	Exercise City's first right of refusal to secure inclusionary housing unit, to be transferred to Housing Mendocino Coast, a 501c3 nonprofit to provide home ownership opportunities for households earning up to 120% of the area median income	+/- \$144,000
Workforce Housing Projects	Work with Housing Mendocino Coast, a 501c3 nonprofit with a mission to provide home ownership and housing opportunities to households earning up to 120% of the area median income.	Pending Council direction
	City conducts pre-development tasks, such as environmental review, parcel splits, estimating infrastructure costs for sites suitable for residential workforce housing development.	
	Work with potential developers and assist them through the planning process and partner to secure funding.	
Inclusionary Housing Trust Fund Match #117	Matching portion of funds placed into existing fund established for in-lieu fees resulting from inclusionary housing ordinance.	+/- \$77,000
Affordable Housing Trust Fund Match #175	Matching portions of funds placed into existing fund, pursuant to HSC Section 34176 (housing functions of dissolved Redevelopment Agency)	+/- \$219,000
Accessibility Modifications	Accessibility modifications in lower-income, owner-occupied housing	Pending Council direction

The Deadline to submit applications to the Department of Housing & Community Development (HCD) for the 2022 Permanent Local Housing Allocation (PLHA) Formula

Component grant funding is October 31, 2022. Staff is bringing this item for discussion and direction. A resolution authorizing submittal will be brought forward at the next Council meeting and the public will be provided an opportunity for input.

PROPOSED ACTION:

Direct staff to prepare a resolution approving an application for grant funding under the 2022 Notice of Funding Availability for the Permanent Local Housing Allocation, execution of agreement, and any amendments thereto.

FISCAL IMPACT:

There will be no impact to the General Fund.

GREENHOUSE GAS EMISSIONS IMPACT:

Greenhouse gas emissions will be evaluated per project, as applicable.

CONSISTENCY:

Pursuing funding in support of housing development aligns with Council Goals and Priorities:

Goal: 200 Units of Housing in the next five years by pursuing public/private partnership; funding for developers; updating local plan to make more attractive opportunities; pursue tax credits and grants; and evaluate density.

Goal: Pursue Community Land Trust/JPA/Housing Authority through Joint Power Authority (JPA) with other cities or county; incubator program for nonprofit land trust; and research funding mechanisms.

Furthermore, the City's Housing Element (2019-2027) serves as the blueprint for City actions to address existing and future housing needs, which include everything from removing regulatory barriers to forming deeper collaborations to address some of our most challenging housing needs.

IMPLEMENTATION/TIMEFRAMES:

If Council wishes to proceed with an application, staff will prepare a resolution to be reviewed at the next regular Council meeting on October 24, 2022. Staff will submit completed application by the October 31, 2022 submission date. As outlined in the NOFA, awards are expected to be announced by February 2023. Following execution of a standard agreement, staff will begin implementation.

ATTACHMENTS:

None.

NOTIFICATION:

1. "Notify Me" Subscriber List: Affordable Housing

STATE OF CALIFORNIA
HOUSING & COMMUNITY DEVELOPMENT

PERMANENT LOCAL HOUSING
ALLOCATION GRANT PROGRAM

October 11, 2022

L. Peterson / S. McCormick

PERMANENT LOCAL HOUSING ALLOCATION

- What is PLHA?
 - \$75 real estate document fee
 - 70% of revenues from the fee are allocated to PLHA
 - Two types of PLHA:
 - Competitive Grants & Formula Allocation Grants
- Goal of PLHA:
 - Administer locally affordable housing

CITY OF FORT BRAGG ALLOCATION

- Estimated 5 year maximum: \$641,136

Calendar Year Funds	Formula Allocation Amount	Allowable Local Admin	Expenditure Deadline
2019	\$106,856	\$5,343	4/30/2024
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2021	\$142,814	\$7,141	4/30/2026
2022	TBD	TBD	4/30/2027
2023	TBD	TBD	4/30/2028

NEXT STEPS

- Receive Public Input
- Approve Resolution
- Application Submittal by November 30, 2022
- Award announcements expected by February 2023