

### **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, May 27, 2025

6:00 PM

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

**CALL TO ORDER** 

**PLEDGE OF ALLEGIANCE** 

**ROLL CALL** 

### COUNCILMEMBERS PLEASE TAKE NOTICE

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

#### ZOOM WEBINAR INVITATION

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

You are invited to a Zoom webinar!

When: May 27, 2025 06:00 PM Pacific Time (US and Canada)

Topic: CITY COUNCIL

Join from PC, Mac, iPad, or Android: https://us06web.zoom.us/j/86995773836

Join via audio:

+1 669 444 9171 (\*6 mute/ unmute, \*9 raise hand)

Webinar ID: 869 9577 3836

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.

### **CLOSED SESSION REPORT**

### AGENDA REVIEW

### 1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

**1A.** <u>25-183</u> Presentation of Proclamation Declaring Pride Month

Attachments: 12- Pride Month

**1B.** 25-180 Presentation of Proclamation Honoring the 40th Anniversary of Harvest Market

Attachments: 13- Harvest Market 40th Anniversary

**1C.** 25-163 Receive Presentation from Flockworks

<u>Attachments:</u> Presentation Flockworks

# 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 cityclerk@fortbraggca.gov.

### 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.** 25-179 Adopt Resolution of the Fort Bragg City Council Adopting a List of Projects For

Fiscal Year 2025-26 Funded By SB 1: The Road Repair and Accountability Act

of 2017

Attachments: RESO SB1 LSR Project List 2025-26

**5B.** 25-160 Adopt Resolution of the Fort Bragg City Council Approving a Contract Change

Order with B.T. Mancini Company, Inc. for the City Hall Flooring Update Project, City Project No. PWP-00141 and Authorizing the City Manager to

Execute Contract (New Amount Not To Exceed \$126,820.00)

Attachments: RESO City Hall Flooring Change Order

Exhibit A - BTM Change Orders 1+2

Public Comment 5B

**5C.** 25-187 Resolution of the Fort Bragg City Council Amending the Master Salary

Compensation Plan to add Maintenance Classifications, and Treatment Division Positions and Confirms the Pay Rates and Ranges for All City of Fort

**Bragg Classifications** 

<u>Attachments:</u> RESO Amending Master Salary Comp Plan

**Exhibit A Compensation Schedule** 

**5D.** 25-185 Receive and File Minutes of the Public Works and Facilities Committee

Meeting for March 31, 2025

Attachments: PWF 03312025

**5E.** 25-188 Approve Minutes from February 24, 2025 City Council Meeting

Attachments: CC Minutes 02242025

**5F.** 25-189 Approve Minutes of February 25, 2025 Special City Council / Planning

Commission - Mill Site Visioning Workshop

Attachments: Special CC - PC 02252025

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

### 7. PUBLIC HEARING

### 8. CONDUCT OF BUSINESS

### 9. CLOSED SESSION

**9A.** 25-184 CONFERENCE WITH LEGAL COUNSEL - Existing Litigation Pursuant to

Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9 City of Fort

Bragg v. Mendocino Railroad

**9B.** <u>25-186</u> CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government

Code Section 54957.6: City Negotiator: Isaac Whippy, City Manager; Employee

Organizations: Fort Bragg Employee Organization; Confidential

Non-Bargaining Classifications; Exempt At-Will Executive Classifications; CV

Starr; and Exempt Mid-Management Classifications

#### 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, JUNE 9, 2025

STATE OF CALIFORNIA	
COUNTY OF MENDOCINO	)ss.
	ury, that I am employed by the City of Fort Bragg and that I ed in the City Hall notice case on May 21, 2025.
Diana Paoli 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: 25-183

Agenda Date: 5/27/2025 Version: 1 Status: Business

In Control: City Council File Type: Proclamation

Agenda Number: 1A.

Presentation of Proclamation Declaring Pride Month

# **PROCLAMATION**



# MONTH JUNE 2025

WHEREAS, the month of June is officially celebrated as Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) Pride month celebrating the many contributions and accomplishments of LGBTQI+ individuals; and

**WHEREAS**, Fort Bragg is committed to being inclusive and welcoming of all regardless of their sexual orientation and recognizes that we are a diverse community and enriched by this diversity; and

WHEREAS, Fort Bragg supports the rights of every citizen to experience equality and freedom from discrimination; and

WHEREAS, this month we reconfirm our commitment to do more to support LGBTQI+ rights; and

WHEREAS, Pride Month also reminds us that acceptance of LGBTQI+ individuals is different than tolerance of LGBTQI+ individuals; and

WHEREAS, today the rights of LGBTQI+ Americans are under relentless attack. Members of the LGBTQI+ community – especially people of color and trans people – continue to face discrimination and cruel, persistent efforts to undermine their human rights. Dangerous anti-LGBTQI+ legislation has been introduced and passed in States across the country, targeting transgender children and their parents and interfering with their access to health care. These unconscionable attacks have left countless LGBTQI+ families in fear and pain; and

WHEREAS, the Fort Bragg City Council invites everyone to consider how we can live and work together with a commitment to mutual respect for, understanding, and acceptance of all members of our community; and

**NOW, THEREFORE**, **I, Jason Godeke**, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby proclaim the month of June 2025 as LGBTQI+ Pride Month.

SIGNED this 27th day of May 2025.

ATTEST:	J	ASON	GODE	(E, Ma	yor	
		ORT				
Diana Paoli, City Clerk	E S	Z Z Z C C C C C C C C C C C C C C C C C				



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### **Text File**

File Number: 25-180

Agenda Date: 5/27/2025 Version: 1 Status: Business

In Control: City Council File Type: Staff Report

Agenda Number: 1B.

Presentation of Proclamation Honoring the 40th Anniversary of Harvest Market



# Proclamation Honoring Harvest Market's 40th Anniversary

**WHEREAS,** in 1985, Harvest Market opened its doors with a commitment to serving the Fort Bragg community by providing high-quality groceries, fresh local produce, and a welcoming shopping experience; and

WHEREAS, over the past 40 years, Harvest Market has grown into a cornerstone of the Mendocino Coast, supporting local farmers, food producers, and artisans while remaining independently owned and operated; and

WHEREAS, Harvest Market has consistently championed sustainability, healthy living, and community engagement, offering organic options, reducing environmental impacts, and promoting wellness among residents; and

**WHEREAS,** Harvest Market has been an exceptional community partner, sponsoring local events, supporting schools and non-profits, and stepping up in times of need, especially during emergencies, fires, and the pandemic; and

WHEREAS, the dedication and hard work of the owners, management, and staff over the past four decades has created a trusted and beloved local institution that reflects the values and spirit of Fort Bragg; and

WHEREAS, the 40th anniversary of Harvest Market is a moment to celebrate its contributions to the local economy, its leadership in sustainability and service, and its enduring commitment to our community;

**NOW THEREFORE, I, Jason Godeke, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby recognize and congratulate Harvest Market on the momentous occasion of its 40th Anniversary, and extend our deepest appreciation for their ongoing contributions to the Fort Bragg community.** 

	SIGNED this 27th day of May, 2025
ATTEST:	JASON GODEKE, Mayor
Diana Paoli, City Clerk	



### **City of Fort Bragg**

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### **Text File**

File Number: 25-163

Agenda Date: 5/27/2025 Version: 1 Status: Business

In Control: City Council File Type: Staff Report

Agenda Number: 1C.

Receive Presentation from Flockworks



@flockworks1 on Instagram

## **Our Mission**

Flockworks programs spark creativity and curiosity to build resilience in our communities



We champion inclusive experiences, empowering youth, educators, and artists to explore and express their unique perspectives.



We're a local 501(c)(3) nonprofit providing artful education to the Fort Bragg community, founded in 2006 by Janet Self.



# 19 years of Creative Engagement



# **Recent Milestones**

### 2018

Art@Schools program launched at Dana Gray and Redwood School.

### 2023

Flockworks assumed management of after-school programs for FBUSD.

### 2025

Cobalt Gallery and Camp Flockworks Launched



### 2020

Amid COVID-19, Flockworks provided at-home art support and virtual classroom engagement.

### 2024

Hired our first full-time Executive Director



Founded by artist Janet Self, Flockworks has grown from two staff members to over sixty-five and now offers enrichment programs to hundreds of youth each year.

# **School Programs**

Provides a safe, enriching environment for students.

Engages in collaboration with school leadership, teachers, and families.

Offers homework help and enrichment opportunities

# **Kudos for Kids**

Provides academic support and engaging after school activities, in a safe environment for kids in grades TK-8th. Over 350 students!

# **Assets**

Provides homework assistance and enrichment for all high school students - nearly half of which use the support each year.



# **Staffing**

Our after school programs are funded through state and federal grants, in partnership with FBUSD.

This has allowed us offer competitive wages, benefits, and professional development training for our employees.

WE ARE HIRING!



# **Community & Artist Partnerships**



- 4th of July Parade in Mendocino
- National Night Out
- Art in the Garden
- Fort Bragg First Fridays
- MCC Fest
- Paul Bunyan Days
- Caspar Fest
- Fiesta Latina
- Fort Bragg Magic Fest
- ...and many more!



# **Cobalt Art Gallery**

■ Advocate-News

Flockworks expands its artistic reach by taking...



- Cobalt Gallery has transferred the lease to Flockworks. (Contributed)
- By MARY BENJAMIN | mbenjamin@advocate-news.com | Fort Bragg Advocate-News PUBLISHED: March 20, 2025 at 6:00 AM PDT

- Committed to maintaining an affordable, artist gallery space
- Expanding access to hands-on, affordable enrichment programming to all ages
- Developing a sustainable model that serves both our mission and the community



# Camp Flockworks

Ensure no child is turned away due to cost





### **Partners!**

- First Presbyterian Church
- Mendocino Coast Children's Fund
- Blue Door CIT program
- Gloriana Theater
- CV Starr
- Match Disability
- Noyo Food Forest
- MCRPD

### Camp Flockworks Sliding Scale Tuition Model

### **Camp Registration Update**

- Registration opened at the beginning of April
- Tiered pricing ensures no child is turned away due to cost
- Open through May 30th

### Support From...

- Mendocino Coast Children's Fund
- Fort Bragg Police Department
- Advocates Supporting Coast Kids
- Private Donors

#### **Tuition Tiers & Income Brackets**

Tattion Tiers & Income Brackets					
Tier	Income Bracket (Based on % of FPL)	Weekly Tuition	4-Week Session Tuition		
Α	Up to 150% of FPL	\$50	\$200		
В	151% - 200% of FPL	\$100	\$400		
С	201% - 275% of FPL	\$150	\$600		
D	276% - 350% of FPL	\$225	\$900		
E	351% - 425% of FPL	\$300	\$1,200		
F	Above 425% of FPL (Full Price)	\$375	\$1,500		

Household Size	Tier A	Tier B	Tier C	Tier D	Tier E	Tier F
2 People	Up to	\$31,726 -	\$42,301 -	\$58,501 -	\$74,026 -	Over
	\$31,725 →	\$42,300 →	\$58,500 →	\$74,025 →	\$90,000 →	\$90,000 →
	\$50/week	\$100/week	\$150/week	\$225/week	\$300/week	\$375/week
3 People	Up to	\$39,976 -	\$53,301 -	\$73,501 -	\$93,276 -	Over
	\$39,975 →	\$53,300 →	\$73,500 →	\$93,275 →	\$110,000 →	\$110,000 →
	\$50/week	\$100/week	\$150/week	\$225/week	\$300/week	\$375/week
4 People	Up to	\$48,226 -	\$64,301 -	\$88,501 -	\$112,526 -	Over
	\$48,225 →	\$64,300 →	\$88,500 →	\$112,525 →	\$130,000 →	\$130,000 →
	\$50/week	\$100/week	\$150/week	\$225/week	\$300/week	\$375/week
5 People	Up to	\$56,476 -	\$75,301 -	\$103,501 -	\$131,776 -	Over
	\$56,475 →	\$75,300 →	\$103,500 →	\$131,775 →	\$150,000 →	\$150,000 →
	\$50/week	\$100/week	\$150/week	\$225/week	\$300/week	\$375/week
6 People	Up to	\$64,726 -	\$86,301 -	\$118,501 -	\$151,026 -	Over
	\$64,725 →	\$86,300 →	\$118,500 →	\$151,025 →	\$170,000 →	\$170,000 →
	\$50/week	\$100/week	\$150/week	\$225/week	\$300/week	\$375/week
7 People	Up to	\$72,976 -	\$97,301 -	\$133,501 -	\$170,276 -	Over
	\$72,975 →	\$97,300 →	\$133,500 →	\$170,275 →	\$190,000 →	\$190,000 →
	\$50/week	\$100/week	\$150/week	\$225/week	\$300/week	\$375/week
8 People	Up to	\$81,226 -	\$108,301 -	\$148,501 -	\$189,526 -	Over <b>22</b>
	\$81,225 →	\$108,300 →	\$148,500 →	\$189,525 →	\$210,000 →	\$210,000 →
	\$50/week	\$100/week	\$150/week	\$225/week	\$300/week	\$375/week

### Camp Registrations (as of 5/20)

- 60 total campers, expecting close to 75
- 75% enrolled in Tiers A–D (greatest need for financial assistance)
- Current financial need: \$32,000
- Need Per Child:
  - Tier A: \$800 (24 Campers)
  - Tier B: \$600 (12 Campers)
  - Tier C: \$400 (4 Campers)
  - Tier D: \$100 (6 Campers)

This is a perfect opportunity to directly sponsor

Positive Childhood Experiences for the children of

The Fort Bragg Community



Flockworks is committed to mobilizing Creative Talent and Professional Educators to support collaborative art programs in the Fort Bragg community.



Our efforts have provided a continuum of art education for students of all ages. Thanks to contributions, grants, and individual supporters, Flockworks has successfully fulfilled its mission for over 19 years.

Jeff Totsch
Executive Director
director@flockworks.org
707.813.4053
@flockworks1 on Instagram





### **City of Fort Bragg**

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

### **Text File**

File Number: 25-179

Agenda Date: 5/27/2025 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Resolution

Agenda Number: 5A.

Adopt Resolution of the Fort Bragg City Council Adopting a List of Projects For Fiscal Year

2025-26 Funded By SB 1: The Road Repair and Accountability Act of 2017

### **RESOLUTION NO. \_\_\_\_-2025**

# RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multimodal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City will receive an estimated \$187,714.00 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

**WHEREAS**, this is the ninth (9<sup>th</sup>) year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input, including a meeting of the Public Works and Facilities Committee and the City Council to receive community input for transportation priorities/the project list; and

**WHEREAS**, the City uses a Pavement Management System to develop the capital project locations list to ensure revenues are being used on the high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

**WHEREAS**, the City has elected to use the SB1 funds for this patch paving project, as an interim measure to patch pave potholes and failed roadway areas on

streets that are not scheduled for a more comprehensive pavement rehabilitation for at least three (3) years or more in the CIP to prevent them from going into complete failed mode; and

**WHEREAS**, the funding from SB 1 will help the City perform stop-gap patch paving on six (6) streets throughout the City this year; and

**WHEREAS**, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an at-risk condition, and this revenue will help us increase the overall quality of our road system and, over the next decade, will bring our streets and roads into a fair condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure, with a focus on basic maintenance and safety, will significantly impact the City's ability to prevent these roadways from deteriorating to a failed condition; and

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Fort Bragg, State of California, as follows:

- 1. The foregoing recitals are true and correct.
- 2. The following list of newly proposed projects will be funded in part or solely with Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues:

**Project Title:** Stop-Gap Patch Paving Project

**Project Description:** This project consists of targeted surface repairs, including patching of large potholes and restoration of deteriorated wheel paths on up to six identified streets.

**Project Location: Six** streets, including South Street, Cypress Street, Pine Street, Cedar Street, North Harold Street, and Taubold Court. These locations identified are subject to change.

**Estimated Project Schedule:** Start (07/2025)— Completion (10/2025) based on the component being funded with RMRA funds.

Estimated Project Useful Life: 3-6 years

The above and foregoing Resolution wa	as 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 27 <sup>th</sup> day
of May, 2025, by the following vote:	

AYES:

NOES: ABSENT:		
ABSTAIN:		
RECUSED:		
	Jason Godeke	
	Mayor	
ATTEST:		
Diana Paoli	<del></del>	
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: 25-160

Agenda Date: 5/27/2025 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Consent Calendar

Agenda Number: 5B.

\$126,820.00)

Adopt Resolution of the Fort Bragg City Council Approving a Contract Change Order with B.T. Mancini Company, Inc. for the City Hall Flooring Update Project, City Project No. PWP-00141 and Authorizing the City Manager to Execute Contract (New Amount Not To Exceed

RESOL	.UTION NO.	-2025

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING A CONTRACT CHANGE ORDER WITH B.T. MANCINI COMPANY INC. FOR THE CITY HALL FLOORING UPDATE PROJECT, CITY PROJECT NO. PWP-00141 AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT (NEW AMOUNT NOT TO EXCEED \$126,820.00)

WHEREAS, on January 27, 2025, the City Council awarded the construction contract for the Flooring Update Project to B.T. Mancini Company Inc. in the amount of \$92,994.00; and

**WHEREAS,** on March 19, 2025, the City Manager authorized contract change order number 1 (COR 1) for a reduction of the original bid amount by \$250.00 to change the material to be installed in the gym hallway and Historical Society anteroom to High-Performance Vinyl Composite Tile;

**WHEREAS**, since that time, unforeseeable conditions have been uncovered or become apparent during construction and resulted in the need to add underlayment to the project scope, resulting in contract change order number 2 (COR 2), increasing the project cost by \$34,076.00; and

**WHEREAS**, Exhibit A details COR 1 and COR 2, which have resulted in a net increase of \$33,826; and

**WHEREAS**, the City Hall flooring update is part of the City Hall First Floor Remodel Project budgeted in FY 2024/2025 for \$185,000; and

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

**WHEREAS,** the Project is categorically exempt from the California Environmental Quality Act (CEQA) under 14 CCR Section 15301, as it involves repair, maintenance, or minor alteration of existing facilities with no expansion of use; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve the Contract Change Order No.2 with B.T. Mancini Company Inc. for City Hall Flooring Update Project PWP-00141 and authorize City Manager to execute same (Total Revised Contract Amount Not To Exceed \$126,820.00).

The above and foregoin	g Resolution was introduced by Councilmember,
seconded by Councilmember	, and passed and adopted at a regular meeting
of the City Council of the City	of Fort Bragg held on the 27th day of May, 2025, by the
following vote:	
•	

AYES: NOES: ABSENT: ABSTAIN: RECUSED:

ATTEST:	Jason Godeke Mayor	
Diana Paoli City Clerk		

### B.T. Mancini Co., Inc.

2985 Dutton Avenue, Suite 1 Santa Rosa, CA 95407 (707) 568-5300 Fax: (707) 568-5302 CA Contractor's License #: 229210 NV Contractor's License #:0010497 www.btmancini.com



### **CHANGE ORDER REQUEST #**

**Company:** City of Fort Bragg

**Contact:** Kevin McDannold

Phone: 707.961.2823

Email: KMcDannold@fortbragg.com

**Date:** 2/3/2025

**Project:** Ft. Bragg City Hall Cpt Replacement

Project Address: 416 N. Franklin Street

Fort Bragg, CA 95437

### **CHANGE ORDER OVERVIEW:**

#### B.T. Mancini Co., Inc.

Provide a cost deduct to remove originally specified Gemcore SPC flooring from Ph4 Hallway & Anteroom and replace with the new flooring as outlined

#### **MATERIALS:**

- HTP Successions 12"x12" VCT, color TBD 1.
- Powerhold 4'x5'x6mm premium underlayment

#### **OTHER SERVICES INCLUDED/KEY NOTES:**

EXCLUSIONS, PROJECT CONDITIONS, INSURANCE & GENERAL QUALIFICATIONS, PAYMENT TERM, SPECIAL PROVISIONS AND GENERAL CONDITIONS TO **AGREEMENT:** 

Same as Contract

#### PRICING BREAKOUT:

#### **Cost Impact:**

Materials / Tax: \$709.00 Freight: \$237.00 Labor: (\$1,163.00) GP: (\$33.00)

Total: (\$250.00)

**TOTAL Cost #1: (\$250.00)** 



Respectfully Submitted, Dalton Gavriloff (707) 568-5300

OUOTATION ACCEPTANCE:

This quotation, unless otherwise noted, will remain in effect for 30 days from the above date. Upon acceptance by the Buyer and credit approval by the B.T. Mancini Co., Inc. this instrument shall constitute a binding contract. In the event the Buyer elects to issue his own purchase order or contract based on this quotation, the conditions contained herein shall be deemed to be incorporated in said purchase order or contract. This proposal expressly limits acceptance to terms of The General Conditions of Sale contained herein. No terms additional or different from The General Conditions will be accepted, including, but not limited to, any termined to the Buyer making payment to the Seller other than any "condition precedent" already contained in this proposal. The undersigned hereby accepts this proposal and states that he has read The General Conditions of Sale attached to this proposal.

ACCEPTED:	DATE:
PRINT NAME:	COMPANY:

### B.T. Mancini Co., Inc.

2985 Dutton Avenue, Suite 1 Santa Rosa, CA 95407 (707) 568-5300 Fax: (707) 568-5302 CA Contractor's License #: 229210 NV Contractor's License #:0010497 www.btmancini.com



### **CHANGE ORDER REQUEST # 2**

**Company:** City of Fort Bragg

**Contact:** Kevin McDannold

Phone: 707.961.2823

Email: KMcDannold@fortbragg.com

**Date:** 5.7.2025

**Project:** Ft. Bragg City Hall Cpt Replacement

Project Address: 416 N. Franklin Street

Fort Bragg, CA 95437

#### **CHANGE ORDER OVERVIEW:**

#### B.T. Mancini Co., Inc.

Provide a cost impact to furnish labor and materials to install Powerhold 4'x5'x6mm premium underlayment under the Gemcore SPC Flooring at the Fort Bragg City Hall project.

#### **MATERIALS:**

Powerhold 4'x5'x6mm premium underlayment

#### **OTHER SERVICES INCLUDED/KEY NOTES:**

N/A

EXCLUSIONS, PROJECT CONDITIONS, INSURANCE & GENERAL QUALIFICATIONS, PAYMENT TERM, SPECIAL PROVISIONS AND GENERAL CONDITIONS TO **AGREEMENT:** 

Same as Contract

### **PRICING BREAKOUT:**

### **Cost Impact:**

Materials / Tax: \$8,098.00 Freight: \$0.00 Labor: \$16,265.00

Travel: \$5,268.00 GP: \$4,445.00 Total: \$34,076.00

TOTAL Cost #2: \$34,076.00



Respectfully Submitted, Dalton Gavriloff (707) 568-5300

OUOTATION ACCEPTANCE:

This quotation, unless otherwise noted, will remain in effect for 30 days from the above date. Upon acceptance by the Buyer and credit approval by the B.T. Mancini Co., Inc. this instrument shall constitute a binding contract. In the event the Buyer elects to issue his own purchase order or contract based on this quotation, the conditions contained herein shall be deemed to be incorporated in said purchase order or contract. This proposal expressly limits acceptance to terms of The General Conditions of Sale contained herein. No terms additional or different from The General Conditions will be accepted, including, but not limited to, any termined to the Buyer making payment to the Seller other than any "condition precedent" already contained in this proposal. The undersigned hereby accepts this proposal and states that he has read The General Conditions of Sale attached to this proposal.

ACCEPTED:	DATE:
PRINT NAME:	COMPANY:

### B.T. Mancini Co., Inc. Project Cost Breakdown Sheet

To City of Fort Bragg Phone: 707-961-2823

Attn: Kevin McDannold Email: KMcDannold@fortbragg.com

Requested by: **B. T. Mancini** 

2985 Dutton Ave. Suite #1 Santa Rosa, CA 95403

707-568-5300 707-568-5302

Project Name: Fort Bragg City Hall CPT Replacement

Date: **5.7.2025** 

Description: BTM COR#2 - Underlayment @ Gemcore Flooring

Hours

LABOR		\$ -	\$ -	\$ -		H	OURLY		LABOR
	Class	x1	x1.5	x2	DIFF		RATE		COST
1	Foreman	132				\$	122.85	\$	16,265.34
2						\$	-	\$	-
3						\$	-	\$	-
4						\$	-	\$	-
							TOTAL I	LAB	OR

MATERIALS					UNIT	MAT
	Description	QTY	UNITS		COST	COST
1	Powerhold Premium 4'x5'x6mm Underlayment	202	sheets	\$	32.96	\$ 6,657.92
2	SPRL13 Underlayment Staples	15	boxes	\$	23.31	\$ 349.65
3	Poly Sheeting	4	rolls	\$	127.00	\$ 508.00
4				\$	-	\$ -

				. • . ,			· <b>—</b>
				7.7	5%	Sal	es Tax
OTHER COSTS			UNIT		OTHER		
	Description	QTY	UNIT		COST		COSTS
1	Travel Miles / Subsistence / Hotels	1	ls	\$	5,268.00	\$	5,268.00
2						\$	-
3						\$	_

MATERIAL TOTAL	\$ 13,366.03
LABOR TOTAL	\$ 16,265.34
SUBTOTAL	\$ 29,631.37
15% MARK-UP	\$ 4,444.71
SUBTOTAL	\$ 34,076

**TOTAL MATERIAL** 

**TOTAL OTHER** 

### **SUBCONTRACTS**

1

Name/Description COST

SUBCONTRACTS COST \$ 0% \$ TOTAL SUB COST \$ -

GRAND TOTAL \$ 34,076

Dalton Gavriloff, Project Manager

16,265.34

7,515.57

5,268.00

582.46

\$

\$

<sup>\*\*\*</sup> APPROVAL IS NECESSARY TO ORDER MATERIALS AND PROCEED WITH WORK

### Paoli, Diana

From: Jacob Patterson < jacob.patterson.esg@gmail.com>

**Sent:** Thursday, May 22, 2025 12:19 PM

To: City Clerk
Cc: Whippy, Isaac

Subject: Public Comment -- 5/27/25 CC Mtg., Item No. 5B, City Hall Flooring Change Orders

City Council [via BCC] & Staff,

I recommend pulling Item No. 5B from the Consent Calendar so the following issue can be addressed before you approve the change orders. The Council should still approve it but only as modified to remove the inappropriate charges. It is better to do this right up-front rather than having to ask for money back like we are doing for Jones & Mayer's egregious overbilling that no one caught for nearly a year and a half.

Why are we paying for their travel and lodging costs in Change Order #2? That was not in the executed contract and is properly their overhead, IMO. The amount, \$5,268.00, is significant. In fact, the only mention in the contract of us paying for any travel costs is in Clause #22 of their proposal, as amended and approved. It reads as follows:

22. Labor Rates and Working Conditions – Seller's price is based on working full-time and continuously without interruption on normal work days at straight time hourly rates prevailing in the area where the Work is to be performed. If Buyer requests overtime, off-hours Work, or multiple mobilizations, the price shall be equitably adjusted to cover Seller's additional costs, including any increase in wages, taxes, insurance, set-up, or travel costs, plus overhead at 15% and profit at 10% thereon.

### As edited per our specific negotiations about this provision:

22. Labor Rates and Working Conditions – If Buyer requests overtime, [or] off-hours Work, the price shall be equitably adjusted to cover Seller's additional costs, including any increase in wages, taxes, insurance, set-up, or travel costs, plus overhead at 15% and profit at 10% thereon.

This means we would have to pay for travel expenses but only if NOT related to the normal work schedules. We agreed to pay travel costs only if we request their crew work overtime or time beyond the "normal business hours, 8-hour shifts" defined in the contract as when they are supposed to be working. That makes sense because if they are working overtime or earlier or later than normal business hours, they may need to stay here rather than return home to their business location in Santa Rosa. If they chose to stay here rather than returning to Santa Rosa, that is their choice but not anything we agreed to pay for absent a special request that they work outside normal business hours. This change order includes four days of additional work at eight hours per day so, at most, it would have involved three or four nights in a hotel here. I don't see how that could cost nearly \$6,000. I would expect backup documentation for these costs even if they were something we agreed to pay for before I approved any payment on the relevant invoices. (Even Barron provided his plane tickets as attachments to their invoices when J&M inappropriately charged us for his travel expenses to attend meetings in person--how could a lawyer not even know how to read his own contract with us?)

The relevant question is did we request overtime or unusual hours for this project? It doesn't look like it based on the rest of the change order details, which divides out the hourly work as normal, time and a half, and double time. All the 32 hours in the description of work are normal hours with nothing in the overtime categories. The additional labor in this change order is for their foreman for 32 hours total installing the additional (rather expensive) underlayment. The objectionable extra costs are for travel time, another thing we didn't agree to pay for, the hotel costs, and food (aka "subsistence"). We should deduct \$5,268.00 from any payment we send to them because they are not appropriate charges under the contract. Contractor's can't just add extras on that aren't contemplated in the original contract without a contract amendment.

Am I the only person checking contract terms when we get bills from our contractors? If so, that is concerning since most bills don't get presented to the Council or Public unless they involve something that requires Council approval. Who knows how many invoices we are overpaying?

Regards,

--Jacob

#### Paoli, Diana

From: Jacob Patterson <jacob.patterson.esq@gmail.com>

**Sent:** Thursday, May 22, 2025 12:22 PM

To: City Clerk

**Subject:** Re: Public Comment -- 5/27/25 CC Mtg., Item No. 5B, City Hall Flooring Change Orders

**Attachments:** 24-1058 - B.T. Mancino Co., Inc. Contract.pdf

Here is the actual contract excerpt with the details since it isn't included in the agenda materials for the change order.

#### B.T. Mancini Co., Inc.

2985 Dutton Ave Unit 1 Santa Rosa CA 95407 (707) 568-5300 Fax: (707) 568-5302 CA Contractor's License #: 229210 NV Contractor's License #:0010497 DIR #: 1000002989 www.blmancini.com

# **BID PROPOSAL - FLOORING**

Sacramento, CA
Santa Rosa, CA

Headquarters
Milipitas, CA

Contact: Kevin McDannold

**Company:** City of Fort Bragg

Date: 11.14.2024

**Project:** Fort Bragg City Hall Flooring Update

Project Address: 415 N. Franklin Street, Fort Bragg, CA 95437

#### **BID OVERVIEW:**

**B.T. Mancini Co., Inc.** to furnish and install materials listed below in accordance with plan sheet(s) "A2.1" of plans prepared by Levethal, Scholsser, Newberger Architects and dated **07.30.2008** wherein all provisions listed on this proposal are honored.

- > (1) Addendum(s)
- > All work to be completed only in areas, with materials, and in the proposed layout, shown on the attached colored plan, entitled: "BTM HIGHLIGHTED WORK PLAN "Fort Bragg City Hall takeoffs" in order to maintain listed pricing.

#### **MATERIALS INCLUDED:**

- 1. SPC: Gemcore 7"x48"x5mm SPC w/20mil wear layer, style Opal, color TBD
- 2. Qtr Rnd: Gemcore Qtr Round, style Opal, color TBD @ existing wood base boards
- 3. Adhesive, sundries & transitions

#### ADD ALTERNATE OPTIONS (add cost to base bid if desired):

- 1. Add (2) office per attached plan sheet to include demo of existing flooring & installation of new flooring as detailed above
- 2. Add Underlayment: Furnish & install Powerhold 4x5x6mm underlayment at existing substate
- 3. Add Underlayment @ (2) additional offices to furnish & install
- 4. Moving Furniture in multiple phases

#### OTHER SERVICES INCLUDED/KEY NOTES:

- 1. Demo & Disposal of existing floor coverings
- 2. Normal Floor Prep: See attached definition of "Normal Floor Prep" as compared to "Major Floor Prep."
- 3. Work to take place on regular business hours of Mon-Fri 5:30AM 5:30PM
- 4. (4) Mobilizations

#### **EXCLUSIONS: (To be made part of the Contract Documents)**

- 1. Thresholds, Extruded metal edgings, resilient flooring, moving of furniture, paint touch ups, removal/replacement of existing wood base, Wood base at Phase 4 corridor where carpet base will be removed. All IT to be handled by the City and boxing up personal items, removing files from cabinets for furniture moving if elected. Repairs to existing wood substrate once carpet/pad is removed.
- 2. The removal and relocation of furniture, counters, equipment or any other items inhibiting continuous flooring installation.
- 3. Demo of any existing adhesive, and/or any other materials or residues existing on slab.
- 4. Asbestos and/or mold removal (including, but not limited to, floor covering and adhesives)
- 5. Major floor preparation (including, but not limited to: cleaning and filling of saw cuts, ramping and leveling of concrete, unforeseen sub floor repairs, and any grinding of concrete to make flat or to remove existing adhesives.) Please see final page under heading "Major and Normal Floor Preparation" for a more detailed explanation of included and excluded services regarding floor preparation.
- 6. Any demo or removal of other trades' construction materials, including, but not limited to: marking pen, paint, oils, grease, curing compounds, release agents, sealers, taping mud, fire caulking.
- 7. Demo, Preparation, and Replacement of rejected mock-up locations. Work of this nature can be performed only as an "ADD" to the BASE BID.
- 8. Final cleaning and waxing/polishing of resilient flooring and/or vacuuming of carpet.
- Additional cost for the hoisting of materials to above-grade floors if traditional elevators are not available and/or the fees associated with the oversight of a dedicated lift operator.
- 10. Floor protection, dust/infectious containment, post-installation traffic control.
- 11. Cost of bonds, permits or fees.
- 12. Liquidated damages.
- 13. Waiver of subrogation.

PLEASE SEE PRICING ON FINAL PAGE

#### PROJECT CONDITIONS and SCOPE REQUIREMENTS: (To be made part of the Contract Documents)

- 1. Pricing is based on normal business hours, Monday Friday. 8 hour shifts.
- 2. G. C. or Owner is responsible for all environmental conditions, including heat, lighting at no additional cost to B.T. Mancini Co., Inc.
- 3. Acceptable moisture emission test results are required prior to installation of flooring.
- 4. Pricing includes all applicable tax and freight.
- 5. Pricing is valid for 30 days.
- 6. Extra work is quoted as an "ADD" to this subcontract to be done during work duration. After our work is complete, these quoted prices may increase.
- 7. Area of installation must be a minimum of 65 degrees F; building completely constructed with doors, windows, heating and HVAC fully operational.
- 8. Area of installation will require free and clear access to construction areas.
- 9. B.T. Mancini will not honor any back charges, unless notified in writing at the time of occurrence and given the opportunity to verify and/or correct the issue within 48 hours.
- 10. B.T. Mancini Co., Inc. will not be responsible for any delays in obtaining special items, which are beyond our control.
- 11. B.T. Mancini Co., Inc. will not be responsible for any damage to finished or unfinished materials caused by other trades.
- 12. Prices based on material being fabricated and installed at one time.

#### INSURANCE QUALIFICATIONS, DESCRIPTIONS and KEYNOTES: (To be made part of the Contract Documents)

- Upon award, all project and/or contractor specific insurance requirements will be reviewed by BTM prior to acceptance. If requested by the insurance
  documents, BTM will name the Contractor and the Owner as additionally insured. However, all other agents not contracted by BTM, such as the
  Architect/Engineer and other consultants, are excluded and will not be named as additionally insured. Coverage outlined will only be provided on forms
  CG 20 10 04/13 and CG 20 37 04/13, all other forms are excluded.
- 2. When any WRAP Program is implemented on a project, B.T. Mancini Co., Inc. will only provide Additionally Insured and Completed Operations Coverage for offsite operations.

#### QUALIFICATIONS

- 1. B.T. Mancini Co., Inc. shall defend, indemnify and hold harmless the Contractor and Owner from damages only to the extent such damages were caused by any negligent act or omission of B.T. Mancini Co., Inc.
- 2. B.T. Mancini Co., Inc. will not defend, indemnify or hold harmless any other person or entity. This provision supersedes any other indemnity provision.

#### PAYMENT TERMS:

Payment to Seller is express obligation of Buyer and is not dependent upon "the condition precedent" of buyer receiving funds from other sources. Seller to be paid according to the following schedule:

- 1. B.T. Mancini Co., Inc. will order materials to meet your schedule. We will bill for these materials when delivered to our warehouse or the job site as arranged. We shall expect payment for the materials to be paid by the tenth of the month following your receipt of our invoice.
- If we perform installation work, we shall expect to be paid a minimum of 95% of our invoice for installation by the teath of the month following your receipt of our invoice.
- 3. Any retention that you may have withheld shall be paid not later than thirty days following the completion of the work.

#### **SPECIAL PROVISIONS:**

Should a dispute arise over the provisions of the subcontract, change order, delays, or any other matters, and litigation or arbitration ensue, the prevailing party will be entitled to reasonable attorney's fees and costs.

#### **GENERAL CONDITIONS TO AGREEMENT**

- 1. **Definitions** The word "Seller" as used herein means B.T. Mancini Co., Inc. and the word "Buyer" means the purchaser of material and services ("Work") hereunder from the Seller for the specific project referenced herein.
- 2. Incorporation Buyer agrees that these General Conditions are a material part of the agreement between Buyer and Seller for the Work ("Agreement"), will be and hereby are incorporated into any further expression of that Agreement, and when in conflict with any other written terms and conditions governing Seller's performance of the Work, shall take precedence thereover.
- 3. **Prompt Performance** Seller shall make reasonable efforts to perform the Work promptly in accordance with the terms of this Agreement, but shall not be liable for delay or schedule impacts arising from strikes, lockouts, fire, earthquake, war, governmental acts, Acts of God, or other events beyond Seller's reasonable control, whether affecting the production, loading, transportation, delivery, or installation of the Work.
- 4. Warranty Seller warrants that the Work will be of good quality and new unless the Agreement requires or permits otherwise. For one (1) year from the date of substantial completion of the Work, Seller will at its sole discretion repair or replace any non-conforming Work under this warranty. Seller's warranty excludes remedy for damage or defect caused by abuse, alterations not executed by Seller, improper or insufficient maintenance, improper operation, normal wear and tear, and normal usage. Seller makes no other warranty, express or implied, regarding the Work, including the suitability thereof for any specific project. After substantial completion, Buyer's rights under this warranty are its sole and exclusive remedy against Seller for non-confirming Work.
- 5. **Delay** In the event the Work is stopped or delayed for any cause beyond the reasonable control and not the fault of Seller, then Seller shall in addition to any remedies otherwise available, be entitled to an equitable adjustment to both the time and cost of performing the Work, and may, if such stoppage or

- delay continues for thirty (30) days, terminate this Agreement and be paid for all Work performed. Stoppage or delay shall be presumed not to be the fault of Seller unless proved otherwise.
- 6. **Indemnification** To the fullest extent of Seller's own negligence, Seller agrees to indemnify Buyer against damages arising out of Seller's performance of the Work and resulting in bodily injury or property damage other than to the Work itself.
- 7. **Dispute Resolution** In any legal proceeding related to this Agreement, and in addition to any costs otherwise recoverable, the prevailing party shall be entitled to its reasonable attorneys', experts', and consulting fees. Venue for any dispute shall lie in the county where the Work is to be performed or in Santa Clara County. This Agreement shall be governed by California law without regard to its choice of law provisions.
- 8. Claims Claims by Buyer for shortages or for improper, defective or damaged material must be made in writing specifying in detail the nature and extent of the shortage, defect or damage within five (5) days of delivery, and accompanied by the original freight bill with a notation on the face thereof by local agent of the carrier as to the items and quantity short or damaged. Risk of damage shall be on Buyer when materials are delivered to a common carrier F.O.B. shipping point. Title to material shall remain with Seller until payment in full is made by Buyer.
- 9. **Limitation on Claims** Any claim by Buyer, whether for breach of contract, tort, property damage, or personal injury must be made in writing within one (1) year of substantial completion of the Work, or such claim shall be deemed forever waived. Buyer and Seller hereby waive any claim against each other for consequential, special, exemplary, or other indirect damages.
- 10. **Protection and Security** Buyer shall take reasonable steps to protect the Work installed and/or stored at the job site from damage, vandalism and theft, and shall provide, as appropriate, security guards and secure storage areas. Once accepted, damaged or stolen materials shall be Buyer's responsibility.
- 11. Assignment Buyer shall not assign its rights or obligations under this Agreement, in whole or in part, without Seller's written consent.
- 12. **Bankruptcy** In the event Buyer is adjudicated bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver over a substantial part of the Buyer's property, Seller shall have the right to terminate the Agreement, and in addition to any other remedies, collect for all Work performed.
- Payment Buyer shall pay Seller according to the following schedule for the Work.
  - (a) For materials delivered, the cost of those materials to Buyer shall be paid by the 10th day of the month following delivery-
  - (b) For installation, not less than 90% of the cost to Buyer performed in any month shall be paid by the 10th day of the following month.
  - (c) Retention shall be paid within thirty (30) days of the completion and acceptance of Seller's Work. The benefit of any reduction of the retention under any agreement between Buyer and its customer (for example, from 10% to 5%), will be passed proportionally on to Seller.
  - (d) Buyer shall not make any payment to Seller in the form of a joint check, or any other type of payment other than payment solely in the name of Seller, unless agreed to by the Seller in writing. Buyer's payment shall constitute acceptance of the Work. Any sums not paid when due shall bear interest at the rate of 1 1/2 % per month, annual percent rate 18%, until paid, provided that if such rate of late charge is not permitted by law, the highest legal rate shall be charged. In the event payment is not made as provided herein, Seller shall have the right to withhold further Work until paid, or upon five (5) days' written notice to Buyer, to terminate this Agreement and seek damages.
- 14. **Job Conditions** Unless otherwise stated herein, the working surfaces and job conditions shall be ready to receive Seller's Work upon issuance of Buyer's notice to proceed. Seller is entitled to rely on Buyer's notice as representation that Buyer has carefully inspected and approved the work performed by others that it is to receive, align, abut, adjoin, accept, or similarly relate to Seller's Work.
- 15. Penalties and Back charges No back charges, penalties, liquidated damages or other deductions against the price set forth herein may be withheld from Seller unless (1) Buyer notifies Seller in writing of the basis for such charge no later than thirty (30) days after the cause for such charge is established; (2) Buyer is first provided sufficient opportunity to cure or correct any claimed defect or default in its Work; and (3) in no event will Seller be charged after payment would otherwise be due Seller per paragraph 13 hereof. Buyer's failure to strictly comply with these conditions shall constitute a waiver by Buyer of any such charge against Seller.
- 16. Extra Work Prior to making any change in the Work, including the time for storage, delivery, or installation thereof, Buyer will provide Seller with a written change order. Unless expressly agreed otherwise, Seller will be paid for any change in the Work on the basis of its actual costs, including taxes and insurance, plus 15% overhead and 10% profit thereon. Seller is not obligated to perform any changes to the Work until it receives a written change order or written directive from the Seller agreeing to the price for and/or any time extension required by the change.
- Buyer

  17. Bonds Unless specifically included, the cost of any required surety bonds shall be paid for by Buyer.
  - 18. **Escalation** Seller's price is based on completion of the Work in accordance with the project schedule provided to Seller prior to this Agreement or as otherwise described herein. In the event commencement of the project or the Work is delayed through no fault of the Seller, prices for the Work shall be equitably adjusted by any actual cost increases incurred by and not reasonably avoidable by Seller.
  - 19. Contract and Credit Acceptance All agreements are subject to approval by Seller's authorized employee(s). Acceptance of this Agreement by Seller and continued performance of Work shall at all times be subject to Buyer's creditworthiness, and Seller reserves the right to require full or partial payment in advance if Buyer's financial condition creates a reasonable concern that Buyer cannot meet its financial obligations to Seller.
  - 20. Material Approval Samples or other submittals furnished by Seller, when reviewed without any noted objection or exception by Buyer, Buyer's customer, or any agent, architect, or engineer thereof, shall be deemed the correct interpretation of the Work to be furnished.
  - 21. Inspection and Acceptance Upon completion, Buyer shall promptly inspect Seller's Work and notify Seller in writing of the basis for any rejection, default, or deficiency. Buyer's failure to timely inspect or reject Seller's Work within ten (10) days after completion of Seller's Work, shall constitute Buyer's complete and final acceptance of the Work.
  - 22. Labor Rates and Working Conditions Seller's price is based on working full-time and continuously without interruption on normal work days at straight-time hourly rates prevailing in the area where the Work is to be performed. If Buyer requests overtime, off-hours Work, or multiple mobilizations, the price shall be equitably adjusted to cover Seller's additional costs, including any increase in wages, taxes, insurance, set-up, or travel costs, plus overhead at 15% and profit at 10% thereon.
  - 23. Epidemic Rider: If as a direct or indirect result of any virus, disease, contagion, including but not limited to COVID-19 (individually or collectively, "Epidemic"), B.T. Mancini Company's work is delayed, disrupted, suspended, or otherwise impacted, including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of B.T. Mancini Company's workforce and/or unavailability of labor; (3) government quarantines, shelter-in-place orders; closures, or other mandates, restrictions, and/or directives; (4) Owner or Contractor restrictions and/or directives; and/or (5) fulfillment of B.T. Mancini Company's contractual or legal health and safety obligations associated with an Epidemic; then B.T. Mancini Company, Inc. shall be entitled to an equitable adjustment to the Subcontract schedule and duration to account for such disruptions, suspensions, and impacts. To the extent any of the causes identified herein results in an increase in the cost of labor, materials, or equipment used in the performance of this Subcontract, or other costs of performance of the Subcontract, B.T. Mancini Company, Inc. shall be entitled to an equitable adjustment to the Subcontract price for such increases,

provided B.T. Mancini Company, Inc. presents documentation of such increases (including the original prices and/or estimates) and evidence of B.T. Mancini Company's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/non-impacted prices and/or estimates.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA 95827 OR 222.cslb.ca.gov.

#### MAJOR AND NORMAL FLOOR PREPARATION:

#### **Major Preparation:**

The following is what BT Mancini Co., Inc. considers Major Floor preparation. If the general contractor/owner would like BT Mancini Co. Inc. address any of the following items, it will be performed on a "Time & Materials" basis. The hourly rate will be as stated on our schedule of time and material costs which will be returned with the executed contract.

#### **Major Preparation is:**

- The clean-up or moving of other trade's materials that are left on, spilled on, dropped on, sprayed on, etc... the floor.
- The clean-up of mud that is tracked on the floor during construction.
- Markings or lines of any kind on slab in Resilient Flooring Areas are not acceptable (this includes but is not limited to: permanent marker, spray paint). The removal of these marks is considered major floor preparation.
- Any work required to bring the slab to the flatness required in the specifications or by the owner. This includes slab curl at joints and key ways.
- Any work required to create a smooth trowel finish.
- 6. Remediating fissures and cracks greater than 1/16"
- Cleaning and filling of saw cuts.
- On wood floors, the setting of nails so they are below the surface of the wood. The filling and sanding of a poor grade of underlayment. The filling or preparing of divots at nail heads. Also additional nailing. (Note; Wood Subfloors should have Flooring Grade Subfloor installed to meet Manufacturer's Spec's)
- The installation of a cementitious topping over moisture mitigation system administered by others.

#### **Normal Preparation:**

The following is what BT Mancini Co. Inc. expects to do for normal floor preparation.

#### **Normal Preparation is:**

- A final sweep to remove the fine dust that has settled after the general contractor has swept and cleaned the floor just prior to BT Mancini Co. Inc. arriving at the job
- The filling of small holes and normal shrinkage and/or expansion cracks in the slab which are less than 1/16".
- Fill Normal Butt or Keyed construction joints or zip strips.
- Fill all seams on wood subfloors.

PLEASE NOTE: Floor preparation is cosmetic only and should not be considered a structural repair.

**BASE BID**: \$76,936.00

Add Alt #1\_Rms: \$7,258.00

Add Alt #2\_Ulay @ Base Bid: \$34,076.00 Add Alt #3\_Ulay @ Rm Adds: \$3,718.00 Add Alt #4\_Furniture Moving: \$8,800.00

Jennifer Mills Respectfully Submitted, Jennifer Mills 707-568-5300

Base bid plus Add Alt #1 and Add Alt #4 - \$92,994

OUOTATION ACCEPTANCE:

This quotation, unless otherwise noted, will remain in effect for 30 days from the above date. Upon acceptance by the Buyer and credit approval by the B.T. Mancini Co., Ine. this instrument shall constitute a binding contract. In the event the Buyer elects to issue his own purchase order or contract acceptance to the conditions contained herein shall be deemed to be incorporated in said purchase order or contract. This proposal expressly limits acceptance to terms of The General Conditions of Sale contained herein. No terms additional or different from The General Conditions will be accepted, including, but not limited to, any terms which establish a "condition precedent" to the Buyer making payment to the Seller other than any "condition precedent" already contained in this proposal. The undersigned hereby accepts this proposal and states that he has read The General Conditions of Sale attached to this proposal.

ACCEPTED:	DATE:	
PRINT NAME:	COMPANY:	



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

#### **Text File**

File Number: 25-187

Agenda Date: 5/27/2025 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Consent Calendar

Agenda Number: 5C.

Resolution of the Fort Bragg City Council Amending the Master Salary Compensation Plan to add Maintenance Classifications, and Treatment Division Positions and Confirms the Pay Rates and Ranges for All City of Fort Bragg Classifications

#### **RESOLUTION NO. xxxx-2025**

# RESOLUTION OF THE FORT BRAGG CITY COUNCIL AMENDING THE MASTER SALARY COMPENSATION PLAN TO ADD MAINTENANCE DIVISION POSITIONS, ADD TREATMENT DIVISION POSITIONS, AND CONFIRMING THE PAY RATES AND RANGES FOR ALL CITY OF FORT BRAGG CLASSIFICATIONS

**WHEREAS**, the City Manager has identified employee retention and the provision of clear opportunities for career growth as key organizational goals; and

**WHEREAS**, consistent with the City's 2024–2028 Strategic Plan objectives to (1) develop a Retention Plan that encourages long-term employment, advancement, and employee loyalty; and

WHEREAS, to support these goals, the City Manager recommends amending the Master Salary Compensation Plan to enhance career progression within the Public Works Department by creating the classifications for the Treatment Division and Maintenance Division, and Treatment Plant Operator III, all within the Fort Bragg Employee Organization (FBEO) bargaining unit; and

WHEREAS, the above changes are included in the FY 2024-2025 budget; and

WHEREAS, the Fort Bragg City Council approves all new classifications and salary schedules, which include classification titles and compensation rates as reflected in Exhibit A; and

**WHEREAS**, the establishment of this Resolution meets the requirements of California Code of Regulations Section 570.5 as confirmed by CalPERS; and

#### NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED as follows:

- 1. The Recitals set forth above are true and correct and are incorporated herein.
- 2. The City of Fort Bragg Master Salary Rate Compensation Plan is amended to establish the Treatment Operator III, Maintenance Division Supervisor, and Treatment Division Supervisor, attached as Exhibit A; and
- 3. The pay rates and ranges for all City of Fort Bragg Master Salary Rate Compensation Plan, as amended, attached as Exhibit A, are confirmed; and
- 4. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"). It is determined that the approval of this Resolution does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

The above and foregoing Resolution	n was introduced by Councilmember
seconded by Councilmember, a of the City Council of the City of Fort Brage following vote:	and passed and adopted at a regular meeting g held on the 27 <sup>th</sup> day of May, 2025, by the
AYES: NOES: ABSENT: ABSTAIN: RECUSED:	
	JASON GODEKE Mayor
ATTEST:	
Diana Paoli City Clerk	
City Cicik	

Effective March 24, 2025

Public Works Job Families Update (Engineering Technician I and II and Senior Engineering Technician, Operations Supervisors classifications Remove Treatment Plant Operator - WCD Lead and Treatment Plant Operator Lead - Wastewater classifications and Public Experience Liasion Resolution 4912-2025

	Ston 4	Cton 2	Cton 2	Cton 4	Cton E
	Step 1	Step 2	Step 3	Step 4	Step 5
	(Confidential; Non-Bargaining)				
Hourly	27.78		30.63		
Bi-Weekly	2,222.78	2,333.60	2,450.40	2,572.80	
Monthly	4,816.03	5,056.13	5,309.20	5,574.40	
Annual	57,792.38	60,673.60	63,710.40	66,892.80	70,241.60
Administrative Analyst	t - Police (Confidential; Non-Bargai	ning)			
Hourly	27.78	29.17	30.63	32.16	33.77
Bi-Weekly	2,136.80	2,333.60	2,450.40	2,572.80	2,701.60
Monthly	4,722.32	5,056.13	5,309.20	5,574.40	5,853.47
Annual	57,792.38	60,673.60	63,710.40	66,892.80	70,241.60
Administrative Assista	nt - Administration (Confidential; N	│ Non-Bargaining	<u> </u>		
Hourly	25.61	26.89	28.23	29.64	31.12
Bi-Weekly	2,048.98	2,151.20	2,258.40	2,371.20	
Monthly	4,439.45	4,660.93	4,893.20	5,137.60	
Annual	53,273.38	55,931.20	58,718.40	61,651.20	64,729.60
Administrativo Assista	nt - Non-Confidential (FBEO)				
Hourly	25.61	26.89	28.23	29.64	31.12
Bi-Weekly	2,048.98	2,151.20	2,258.40	2,371.20	2,489.60
Monthly	4,439.45	4,660.93	4,893.20	5,137.60	
Annual	53,273.38	55,931.20	58,718.40	61,651.20	64,729.60
Administrative Assista	nt (CV Starr; Non-Bargaining)				
Hourly	18.19	19.10	20.05	21.06	22.11
Bi-Weekly	1,455.20	1,527.96	1,604.36	1,684.58	1,768.80
Monthly	3,153.08	3,310.58	3,476.11	3,649.91	3,832.41
Annual	37,837.00	39,726.96	41,713.31	43,798.97	45,988.92
Administrative Assista	int I -Part time (CV Starr; 1000 Max	Annual Hours	Non-Bargaining	)	
Hourly	18.00	7 amaa maar	Tron Danganning	,	
Administrative Assista	nt II -Part time (CV Starr; 1000 Max	Annual Hours	Non-Bargaining	<u> </u>	
Hourly	20.00		non Barganini	37	
Administrative Assista	nt III -Part time (CV Starr; 1000 Max	x Annual Hours	Non-Bargainin	a)	
Hourly	22.00		,	3/	
Administrative Coordi	nator (CV Starr; Non-Bargaining)				
Hourly	21.53	22.61	23.74	24.92	26.17
Bi-Weekly	1,722.40	1,808.52	1,898.95		
Monthly	3,731.87	3,918.46	·	·	
Annual	44,782.40	·	49,361.13	51,841.23	

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Effective March 24, 2025

Public Works Job Families Update (Engineering Technician I and II and Senior Engineering Technician, Operations Supervisors classifications Remove Treatment Plant Operator - WCD Lead and Treatment Plant Operator Lead - Wastewater classifications and Public Experience Liasion Resolution 4912-2025

					011 43 12-2023			
				Step 1	Step 2	Step 3	Step 4	Step 5
	Director -	Engineering	Division (		ent; Non-Barga			
Hourly				37.91			43.89	46.08
Bi-Weekly				3,033.07	3,184.80		3,511.20	3,686.40
Monthly				6,571.66			7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
	City Engi	neer (FBEO)						
Hourly				34.58				42.04
Bi-Weekly				2,766.24	·	· ·	3,203.20	3,363.20
Monthly				5,993.52	6,293.73	6,609.20	6,940.27	7,286.93
Annual				71,922.24	75,524.80	79,310.40	83,283.20	87,443.20
Assistant (	City Mana	ger (Execut	ive; At-Will	)				
Hourly				51.28	53.85	56.54	59.37	62.34
Bi-Weekly				4,102.51	4,308.00	4,523.20	4,749.60	4,987.20
Monthly				8,888.76	9,334.00	9,800.27	10,290.80	10,805.60
Annual				106,665.14	112,008.00	117,603.20	123,489.60	129,667.20
Assistant I	Finance D	irector (Mid	-Managem	 ent; Non-Barga	ainina)			
Hourly				41.01		45.21	47.47	49.84
Bi-Weekly				3,281.14			3,797.60	3,987.20
Monthly				7,109.13	·	·	8,228.13	8,638.93
Annual				85,309.54	·		98,737.60	103,667.20
Assistant F	Planner (F	FBEO)						
Hourly	(-			32.95	34.59	36.32	38.14	40.05
Bi-Weekly				2,635.68			3,051.20	3,204.00
Monthly				5,710.64			6,610.93	·
Annual				68,527.68	·	·	79,331.20	83,304.00
Δeeietant I	Planner/C	ode Enforce	ment Part	-Time (I ess th	an 1 000 hours	Non-Bargainin	a)	
Assistant	Tallile 170	Oue Emore	Jinoin, i air	36.32		, Non-barganing	9/	
Associate	Planner (	FBEO)						
Hourly	(	,		34.12	35.82	37.61	39.49	41.46
Bi-Weekly				2,729.52			3,159.20	3,316.80
Monthly				5,913.96			6,844.93	
Annual				70,967.52	·	· ·	82,139.20	
Διιdiovisus	al Techni	rian Part-Ti	ma (l ass tl	han 1 000 hour	s; Non-Bargain	ing)		
			•	27.54		a <i>)</i>		
	Non-Cer	tified (Confid	dential; No	n-Bargaining)				
Hourly				34.10			39.48	
Bi-Weekly				2,728.00	<u> </u>	· · · · · · · · · · · · · · · · · · ·	3,158.40	,
Monthly				5,910.67	· · · · · · · · · · · · · · · · · · ·	· ·	· · · · · · · · · · · · · · · · · · ·	·
Annual				70,928.00	74,484.80	78,208.00	82,118.40	86,216.00

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Public Works Job Families Update (Engineering Technician I and II and Senior Engineering Technician, Operations Supervisors classifications Remove Treatment Plant Operator - WCD Lead and Treatment Plant Operator Lead - Wastewater classifications and Public Experience Liasion Resolution 4912-2025

		Step 1	Step 2	Step 3	Step 4	Step 5
		Otop i	Otop 2	отор о	Otop 4	Otop 0
City Clerk (Mid-Manag	gement; Non-Barga	aining)				
Hourly		37.91	39.81	41.80	43.89	46.08
Bi-Weekly		3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly		6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual		78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
City Councilmember (	Elected)					
Hourly						
Bi-Weekly		235.38				
Monthly		510.00				
Annual		6,120.00	Plus \$100/mo fo	or Special District	Meeting	
City Manager (Execut	ive; At Will; Contra	act)				
Hourly		92.31				
Bi-Weekly		7,384.62				
Monthly		16,000.00				
Annual		192,000.00				
Code Enforcement Of	ficer (FBEO)					
Hourly		32.95	34.59	36.32	38.14	40.05
Bi-Weekly		2,635.68				
Monthly		5,710.64		· · · · · · · · · · · · · · · · · · ·	6,610.93	·
Annual		68,527.68		75,545.60	79,331.20	83,304.00
Community Services	Officer (FBPA)					
Hourly		25.40	26.67	28.00	29.40	30.87
Bi-Weekly		2,031.90		2,240.00		2,469.60
Monthly		4,402.44		·		
Annual		52,829.27	55,473.60	·		64,209.60
Construction Project	Manager (Mid-Mai	nagement; Non-B	argaining)			
Hourly		44.10		48.63	51.06	53.6
Bi-Weekly		3,528.38				
Monthly		7,644.83		8,429.20		
Annual		91,737.98	96,324.80	101,150.40	106,204.80	111,508.80
Construction Project	Manager (Tempor	ary, Part-time, At	 -Will)			
Hourly		44.10	,	48.63	51.06	53.6
Custodian I - CV Starr	(CV Starr: Part-tin	ne.1000 Max Anni	ual Hours. Non-	-Bargaining)		
Hourly		20.00	· · · · · · · · · · · · · · · · · · ·	J J/		
Custodian II - CV Star	r (CV Starr: Part-tii	 me. 1000 Max Ani	ual Hours No	n-Bargaining)		
	. (5. 5.4.1) . 4.1	22.00				
Custodian III - CV Star	rr (CV Starr: Bart ti	ime 1000 May An	nual Houre No	n_Rargaining)		
Custoulan III - CV Star	i (OV Stair, Fart-ti	24.00		ni-baryaniniy)		

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Effective March 24, 2025

Public Works Job Families Update (Engineering Technician I and II and Senior Engineering Technician, Operations Supervisors classifications Remove Treatment Plant Operator - WCD Lead and Treatment Plant Operator Lead - Wastewater classifications and Public Experience Liasion Resolution 4912-2025

			Step 1	Step 2	Step 3	Step 4	Step 5
CV Starr N	Manager (Mid-l	Management, Nor	n-Bargaining)				
Hourly			37.91	39.81	41.80	43.89	46.08
Bi-Weekly			3,033.07	3,184.80		3,511.20	3,686.40
Monthly			6,571.66	6,900.40			7,987.20
Annual			78,859.87	82,804.80		91,291.20	95,846.40
Director -	Community D	evelopment Depa	rtment (Executiv	/e: At Will)			
Hourly			51.28	53.85	56.54	59.37	62.34
Bi-Weekly			4,102.51	4,308.00		4,749.60	4,987.20
Monthly			8,888.76	9,334.00	· ·	10,290.80	10,805.60
Annual			106,665.14	112,008.00	· ·	123,489.60	129,667.20
Director -	Finance/City 1	reasurer (Execut	ive: At-Will)				
Hourly			51.28	53.85	56.54	59.37	62.34
Bi-Weekly			4,102.51	4,308.00		4,749.60	4,987.20
Monthly			8,888.76	9,334.00		10,290.80	10,805.60
Annual			106,665.14	112,008.00		123,489.60	129,667.20
Director o	f Public Works	s (Executive; At V	/iII\				
Hourly	I I UDIIC WOIK	5 (Excedite, At V	51.28	53.85	56.54	59.37	62.34
Bi-Weekly			4,102.51	4,308.00		4,749.60	4,987.20
Monthly			8,888.76	9,334.00	·	10,290.80	10,805.60
Annual			106,665.14	112,008.00		123,489.60	129,667.20
Fconomic	Development	Manager					
Hourly	Bevelopment	Munager	37.91	39.81	41.80	43.89	46.08
Bi-Weekly			3,033.07	3,184.80		3,511.20	3,686.40
Monthly			6,571.66	6,900.40	·	7,607.60	7,987.20
Annual			78,859.87	82,804.80	·	91,291.20	95,846.40
Engineerii	ng Technician	(FREO)					
Hourly	ing recinition	(I BLO)	31.37	32.94	34.59	36.32	38.14
Bi-Weekly			2,509.60	2,635.20			3,051.20
Monthly			5,437.47	5,709.60		6,295.47	6,610.93
Annual			65,249.60	·	·	·	
Engineerii	ng Technician	II (FREO)					
Hourly		ii (i BLO)	34.58	36.31	38.13	40.04	42.04
Bi-Weekly			2,766.40	2,904.80		3,203.20	3,363.20
Monthly			5,993.87	6,293.73	· ·	6,940.27	7,286.93
Annual			71,926.40	75,524.80	· ·	83,283.20	87,443.20
Senior En	aineerina Tec	hnician (FBEO)					
Hourly			37.91	39.81	41.80	43.89	46.08
Bi-Weekly			3,032.80	3,184.80		3,511.20	3,686.40
Monthly			6,571.07	6,900.40			7,987.20
			78,852.80	82,804.80			95,846.40
Annual			10,002.00	02,004.00	00,944.00	31,231.20	93,040.40

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Public Works Job Families Update (Engineering Technician I and II and Senior Engineering Technician, Operations Supervisors classifications Remove Treatment Plant Operator - WCD Lead and Treatment Plant Operator Lead - Wastewater classifications and Public Experience Liasion Resolution 4912-2025

			Ctom 4	Ctom 2	Ctom 2	Cton 4	Ctom F
			Step 1	Step 2	Step 3	Step 4	Step 5
	ental Compliance Coo	rdinator (F	•				
Hourly			36.28				44.1
Bi-Weekly			2,902.51				,
Monthly			6,288.78				
Annual			75,465.31	79,248.00	83,220.80	87,380.80	91,748.80
	echnician I (FBEO)						
Hourly			23.08		25.45		28.06
Bi-Weekly			1,846.61	1,939.20	· ·		2,244.80
Monthly			4,000.98		· ·		4,863.73
Annual			48,011.81	50,419.20	52,936.00	55,577.60	58,364.80
Finance Te	echnician II (FBEO)						
Hourly			25.46			29.47	30.94
Bi-Weekly			2,036.74	,			
Monthly			4,412.93	4,633.20	4,865.47	5,108.13	5,362.93
Annual			52,955.14	55,598.40	58,385.60	61,297.60	64,355.20
Finance Te	echnician III (FBEO)						
Hourly			28.06	29.46	30.93	32.48	34.10
Bi-Weekly			2,244.82	2,356.80	2,474.40	2,598.40	2,728.00
Monthly			4,863.77	5,106.40	5,361.20	5,629.87	5,910.67
Annual			58,365.22	61,276.80	64,334.40	67,558.40	70,928.00
Fitness Ed	uipment Technician	(CV Starr;	Part-time,1000	Max Annual H	│ ours, Non-Barga	ining)	
Hourly			25.00		,	<b>G</b> /	
Fitness Inc	structor I - CV Starr (C	:V Starr: Pa	rt-Time 1000 l	 Max ∆nnual Ho	urs Non-Bargai	nina)	
1 101000 1110	Structor i Ov Starr (d	otarr, r a	30.00		uro, Norr Bargar	9/	
Fitness Inc	structor II - CV Starr	(CV Starr: F	Part_time 1000	May Annual Ho	ours Non-Barga	ining)	
Hourly	Structor III = OV Otali	(OV Otali, I	32.00		idis, Non-Baiga	illing)	
Governme	ent Accountant I (FBE	(O)					
Hourly			30.93	32.47	34.09	35.79	37.58
Bi-Weekly			2,474.11				
Monthly			5,360.58		· ·	· ·	· ·
Annual			64,326.91	67,537.60	· ·		
Grants Co	ordinator (FBEO, Gra	mt Funded)					
Hourly	J. S. III G.	anaca)	30.93	32.47	34.09	35.79	37.58
Bi-Weekly			2,474.11	2,597.60			3,006.40
Monthly			5,360.58				
Annual			64,326.91	67,537.60			
Grante An	alyst (Part-Time, Less	than 20 ho	ure wook: Gra	nt Funded At-\	Will\		
Hourly	ary 3t (i art-rille, Less	man 20 m	28.00		· • · · · · <i>)</i>		

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Public Works Job Families Update (Engineering Technician I and II and Senior Engineering Technician, Operations Supervisors classifications Remove Treatment Plant Operator - WCD Lead and Treatment Plant Operator Lead - Wastewater classifications and Public Experience Liasion Resolution 4912-2025

		Step 1	Step 2	Step 3	Step 4	Step 5
Hoad Lifes	juard (CV Starr; Non-B	·	Step 2	oreh o	otep 4	Step 5
Hourly	juaru (CV Starr, Nori-B	20.40	21.42	22.49	23.62	24.80
Bi-Weekly		1,632.00				
Monthly		3,536.00				
Annual		42,432.00				
					,	,
	nd Economic Develop	ment Coordinator (Confi				
Hourly		34.60				42.06
Bi-Weekly		2,767.87	· ·	·	3,204.80	
Monthly		5,997.06	· ·	· ·	6,943.73	· ·
Annual		71,964.67	75,566.40	79,352.00	83,324.80	87,484.80
Human Re	sources Manager (Mig	│ I-Management; Non-Barg	l gaining)			
Hourly		37.91		41.80	43.89	46.08
Bi-Weekly		3,033.07				
Monthly		6,571.66			,	
Annual		78,859.87	,		91,291.20	95,846.40
Intern /Des	t time Less than 20 h	ours week; Non-Bargain	ing)			
Hourly	t-time, Less than 20 n	ours week; Non-Bargain 18.00				
riourry		10.00				
Laborer-Pu	ublic Works (Part-time	, Less than 20 hours we	ek; Non-Bargair	ning)		
Hourly		21.42				
Laboror W	ator/Mastowator (Part	-time, Less than 20 hour	s wook: Non-Ra	urgaining)		
Hourly	ater/wastewater (Part	21.42		ganniy <i>j</i>		
		21.72				
	- CV Starr (CV Starr; N					
Hourly		19.85			22.98	
Bi-Weekly		1,588.00		·	1,838.31	1,930.22
Monthly		3,440.67		·	3,983.00	· · · · · · · · · · · · · · · · · · ·
Annual		41,288.00	43,352.40	45,520.02	47,796.02	50,185.82
Lifeguard	I - Part-time (CV Starr	1000 Max Annual Hours	⊥ . Non-Bargainin	la)		
Hourly		19.00		-9/		
,						
	II - Part-time (CV Starr	; 1000 Max Annual Hours	<u> </u>	ng)		
Hourly		21.00				
Lifeguard	III - Part-time (CV Star	; 1000 Max Annual Hour	∣ s. Non-Bargaini	ina)		
Hourly	rait time (or otal)	23.00		··· 3/		
Maintana	oo Superviser (OV 04-	uu Non Dougsining \				
Maintenan Hourly	ce Supervisor (CV Sta	rr, Non-Bargaining, )	31.50	33.08	34.73	36.47
Bi-Weekly		2,400.00				
		-		·		
Monthly		5,200.00		·	· · · · · · · · · · · · · · · · · · ·	
Annual		62,400.00	65,520.00	68,796.00	72,235.80	75,847.59

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Public Works Job Families Update (Engineering Technician I and II and Senior Engineering Technician, Operations Supervisors classifications Remove Treatment Plant Operator - WCD Lead and Treatment Plant Operator Lead - Wastewater classifications and Public Experience Liasion Resolution 4912-2025

			110001411	011 1012 2020			
			01 1	01 0	21 2	0	O1 -
			•	•	Step 3	Step 4	Step 5
ce Worker	I - CV Star	r (CV Starr	·				
			,				
			·				4,092.40
			40,414.40	42,432.00	44,553.60	46,779.20	49,108.80
ce Worker	II - CV Star	r (CV Stari	│ r: Non-Bargaini	na)			
			<u> </u>		24.92	26.17	27.48
							2,198.40
			· ·	·	·	· ·	
			47,008.00	49,358.40	·	i i	57,158.40
ce Worker	III - CV Sta	rr (CV Star	<u>, ·                                     </u>				
							31.40
					·	· ·	
						·	5,442.67
			53,726.40	56,409.60	59,238.40	62,192.00	65,312.00
ce Worker	I (FBEO)						
			21.64	22.73	23.87	25.06	26.31
							2,104.80
					· ·	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
			45,020.35	47,278.40		· ·	54,724.80
	II (EDEO)						
ice worker	II (FBEO)		04.50	05.00	07.44	00.47	20.00
							29.89
			-		· ·	· ·	2,391.20
			-	·			
			51,151.78	53,705.60	56,388.80	59,217.60	62,171.20
ce Worker	III (FBEO)						
			25.83	27.12	28.48	29.90	31.40
			2,066.11	2,169.60	2,278.40	2,392.00	2,512.00
			4,476.58	4,700.80	4,936.53	5,182.67	5,442.67
			53,718.91	56,409.60	59,238.40	62,192.00	65,312.00
oco Worker	IV (EREO)						
ice worker	IV (FBEO)		20.30	20.77	22.21	33 03	35.63
							2,850.40
			00,944.00	04,001.00	07,204.80	70,574.40	74,110.40
ce Divisior	Superviso	or (FBEO)					
			36.21	38.02	39.92	41.92	44.02
			2,896.80	3,041.60	3,193.60	3,353.60	3,521.60
			6,276.40	6,590.13			7,630.13
,			75,316.80	79,081.60			91,561.60
	ce Worker  ce Worker  ce Worker	ce Worker II - CV Star ce Worker II (FBEO) ce Worker II (FBEO) ce Worker III (FBEO)	ce Worker III - CV Starr (CV Star ce Worker III - CV Starr (CV Star ce Worker I (FBEO)	Step 1   19.43   19.43   19.43   19.43   19.43   3.367.87   40.414.40   22.60   1,808.00   3.917.33   47,008.00   25.83   2.066.40   4.477.20   53,726.40   24.59   24.59   24.59   24.59   25.83   4.262.65   51,151.78   25.83   2.066.11   24.59   25.83   2.066.11   24.59   25.83   2.066.11   24.59   25.83   2.066.11   24.59   25.83   2.066.11   24.59   25.83   2.066.11   24.59   25.83   2.066.11   24.59   25.83   2.066.11   24.59   25.83   2.066.11   24.59   25.83   2.066.11   24.59   25.83   2.066.11   25.83   25.83   25.84	Ce Worker I - CV Starr (CV Starr; Non-Bargaining)	Step 1   Step 2   Step 3	Step 1   Step 2   Step 3   Step 4

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Public Works Job Families Update (Engineering Technician I and II and Senior Engineering Technician, Operations Supervisors classifications Remove Treatment Plant Operator - WCD Lead and Treatment Plant Operator Lead - Wastewater classifications and Public Experience Liasion Resolution 4912-2025

		Resoluti	011 49 12-2025			
		Step 1	Step 2	Step 3	Step 4	Step 5
Mechanic (	FBEO)					
Hourly	,	27.78	29.17	30.63	32.16	33.77
Bi-Weekly		2,222.78	2,333.60	2,450.40	2,572.80	2,701.60
Monthly		4,816.03	5,056.13	5,309.20	5,574.40	5,853.47
Annual		57,792.38	60,673.60	63,710.40	66,892.80	70,241.60
Office Assi	stant (Temporary Position)					
Hourly	,	20.00	21.00	22.05	23.15	24.31
Operations	Manager (Mid-Management	t: Non-Bargaining)				
Hourly	go: (aago:	41.79	43.88	46.07	48.37	50.79
Bi-Weekly		3,343.15	3,510.40			
Monthly		7,243.50	7,605.87		·	
Annual		86,921.95	91,270.40			
Treatment	Division Supervisor (FBEO)					
Hourly	•	36.21	38.02	39.92	41.92	44.02
Bi-Weekly		2,896.80	3,041.60	3,193.60	3,353.60	3,521.60
Monthly		6,276.40	6,590.13	6,919.47	7,266.13	
Annual		75,316.80	79,081.60	83,033.60	87,193.60	91,561.60
Planning Te	echnician (FBEO)					
Hourly	( = - ),	25.61	26.89	28.23	29.64	31.12
Bi-Weekly		2,048.98	2,151.20			
Monthly		4,439.45		· ·	· · · · · · · · · · · · · · · · · · ·	
Annual		53,273.38	55,931.20	58,718.40	61,651.20	64,729.60
Police Capt	tain (Mid-Management; Non	n-Bargaining)				
Hourly		68.83	72.27	75.88	79.67	83.65
Bi-Weekly		5,506.33	5,781.60	6,070.40	6,373.60	6,692.00
Monthly		10,999.60	12,526.80	13,152.53	13,809.47	14,499.33
Annual		143,164.45	150,321.60	157,830.40	165,713.60	173,992.00
Police Chie	ef (Executive; At Will)					
Hourly		79.87	83.86	88.05	92.45	97.07
Bi-Weekly		6,389.40	6,708.80	7,044.00	7,396.00	7,765.60
Monthly		13,843.70	14,535.73	·	·	16,825.47
Annual		166,124.39	174,428.80	183,144.00	192,296.00	201,905.60
	of Executive POST (Executiv	<u> </u>				
Hourly		83.85				
Bi-Weekly		6,708.13				
Monthly		14,534.29	15,260.27		·	· ·
Annual		174,411.44	183,123.20	192,275.20	201,884.80	211,972.80
	geant Intermediate POST (FE					
Hourly		48.13				
Bi-Weekly		3,850.65				
Monthly		8,343.07	8,760.27			
Annual		100,116.88	105,123.20	110,385.60	115,897.60	121,700.80

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Public Works Job Families Update (Engineering Technician I and II and Senior Engineering Technician, Operations Supervisors classifications Remove Treatment Plant Operator - WCD Lead and Treatment Plant Operator Lead - Wastewater classifications and Public Experience Liasion Resolution 4912-2025

	Step 1	Step 2	Step 3	Step 4	Step 5
	осер і	otep 2	oreh a	Olep 4	oteh a
Police Sergeant Intermed	iate POST - Acting (FBPA, Tem	porary)			
Hourly	48.13	·, · · · · · · · · · · · · · · · · · ·	53.07	55.72	58.51
Bi-Weekly	3,850.65	4,043.20	4,245.60	4,457.60	4,680.80
Monthly	8,343.07	8,760.27	9,198.80	9,658.13	10,141.73
Annual	100,116.88	105,123.20	110,385.60	115,897.60	121,700.80
Police Sergeant Advance	POST (FBPA)				
Hourly	50.89	53.44	56.11	58.92	61.87
Bi-Weekly	4,071.30	4,275.20	4,488.80	4,713.60	4,949.60
Monthly	8,821.15	9,262.93	9,725.73	10,212.80	10,724.13
Annual	105,853.84	111,155.20	116,708.80	122,553.60	128,689.60
Police Officer Basic POS	Г (ГВРА)				
Hourly	37.60	39.48	41.45	43.52	45.70
Bi-Weekly	3,008.33	3,158.40	3,316.00	3,481.60	3,656.00
Monthly	6,518.06	6,843.20	7,184.67	7,543.47	7,921.33
Annual	78,216.70	82,118.40	86,216.00	90,521.60	95,056.00
Police Officer Intermediat	te POST (FBPA)				
Hourly	39.48			45.71	48.00
Bi-Weekly	3,158.66	· ·		3,656.80	3,840.00
Monthly	6,843.77	· ·		7,923.07	8,320.00
Annual	82,125.20	86,236.80	90,542.40	95,076.80	99,840.00
Police Officer Advance Police	OST (FBPA)				
Hourly	41.42		45.66	47.94	50.34
Bi-Weekly	3,313.49			3,835.20	4,027.20
Monthly	7,179.23		7,914.40	8,309.60	8,725.60
Annual	86,150.71	90,459.20	94,972.80	99,715.20	104,707.20
Police Recruit (1040 hou					
Hourly	33.87	7			
Police Transport Officer (	Part-Time/On-Call, 1000 Max A		n-Bargaining)		
Hourly	28.56	5			
-,	n - Part Time (1000 Max Annual		rgaining)		
Hourly	22.00	)			

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Effective March 24, 2025

Public Works Job Families Update (Engineering Technician I and II and Senior Engineering Technician, Operations Supervisors classifications Remove Treatment Plant Operator - WCD Lead and Treatment Plant Operator Lead - Wastewater classifications and Public Experience Liasion Resolution 4912-2025

		Step 1	Step 2	Step 3	Step 4	Step 5
	rmation Coordinator	(Confidential; Non-Barg		24.74	22.22	25.00
Hourly Bi-Weekly		28.79				
•		2,303.5 4,991.0				·
Monthly Annual		59,892.7		· ·	·	·
Alliuai		59,092.7	02,070.40	00,019.20	09,320.40	72,800.00
	Coordinator (CV Sta					
Hourly		24.20		26.75		
Bi-Weekly		1,940.8	·			,
Monthly		4,205.0	·		·	· ·
Annual		50,460.8	52,983.84	55,633.03	58,414.68	61,335.42
Recreation	Instructor I (CV Star	r; Part-time,1000 Max An	ual Hours, Nor	 n-Bargaining)		
Hourly		21.0				
	Instructor II (CV Sta	rr; Part-time,1000 Max Ai		n-Bargaining)		
Hourly		23.0	0			
Recreation	Instructor III (CV Sta	ırr;Part-time,1000 Max Aı	_ nnual Hours. No	⊥ n-Bargaining)		
Hourly		25.0		3 3 3/		
,						
Recreation	Supervisor (CV Star	r; Non-Bargaining)				
Hourly		30.0	31.50	33.08	34.73	36.47
Bi-Weekly		2,400.0	2,520.00	2,646.00	2,778.30	2,917.22
Monthly		5,200.0	5,460.00	5,733.00	6,019.65	6,320.63
Annual		62,400.0	0 65,520.00	68,796.00	72,235.80	75,847.59
Seasonal:	l aborer (1000 Maxim	um Annual Hours; Non-l	Rargaining)			
Hourly	Laborer (1000 maxim	18.0				
ricarry		10.0				
Seasonal:	Parking Enforcement	Attendant (Part-Time, 1	000 Max Annual	Hours; Non-Bar	gaining)	
Hourly		18.0	0			
Sonior Adı	ministrative Assistant	t (CV Starr; Non-Bargaini	na)			
Hourly	ministrative Assistant	18.3		20.26	21.28	22.34
Bi-Weekly		1,470.4				
Monthly		3,185.8			·	· ·
Annual		38,230.4			·	46,469.29
		33,2331		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,
Senior Gov	vernment Accountant	(Mid-Management; Non				
Hourly		37.9	1 39.81	41.80	43.89	46.08
Bi-Weekly		3,033.0		· ·		
Monthly		6,571.6		· ·		
Annual		78,859.8	7 82,804.80	86,944.00	91,291.20	95,846.40
Senior Life	eguard (CV Starr; Nor	l-Bargaining\				
Hourly	guaru (OV Otarr, NOI	22.5	3 23.71	24.89	26.14	27.45
Bi-Weekly		1,806.4				
Monthly		3,913.8				
Annual		46,966.4				

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Effective March 24, 2025

Public Works Job Families Update (Engineering Technician I and II and Senior Engineering Technician, Operations Supervisors classifications Remove Treatment Plant Operator - WCD Lead and Treatment Plant Operator Lead - Wastewater classifications and Public Experience Liasion Resolution 4912-2025

			Step 1	Step 2	Step 3	Step 4	Step 5
Social Se	rvices Liaison-Crisis V	Jorker (No	n-Bargaining (	Grant-Funded P	osition)		
Hourly	VICES LIGISOTI-OTISIS V	TOTACT (140	32.59		35.93	37.73	39.62
Bi-Weekly			2,607.12		2,874.40		3,169.60
Monthly			5,648.76		6,227.87	6,539.87	6,867.47
Annual			67,785.12			78,478.40	82,409.60
	vestigator Basic POS	(FBPA)	00.40	11.10	10.50		40.00
Hourly			39.48				48.00
Bi-Weekly			3,158.66		· ·	·	3,840.00
Monthly			6,843.77	7,186.40		·	8,320.00
Annual			82,125.20	86,236.80	90,542.40	95,076.80	99,840.00
Special In	⊥ vestigator Intermediat	e POST (F	BPA)				
Hourly		•	41.45	43.52	45.70	47.99	50.39
Bi-Weekly			3,316.19	3,481.60	3,656.00	3,839.20	4,031.20
Monthly			7,185.08	7,543.47	7,921.33	8,318.27	8,734.27
Annual			86,220.93	90,521.60	95,056.00	99,819.20	104,811.20
Special In	vestigator Advanced F	POST (FBF	PA)				
Hourly			43.50	45.68	47.96	50.36	52.88
Bi-Weekly			3,480.02				
Monthly			7,540.04		8,313.07	8,729.07	9,165.87
Annual			90,480.48	· · · · · · · · · · · · · · · · · · ·		·	109,990.40
Systems A	│ Analyst - Lead (Mid-M	anagemen	t: Non-Bargain	ina)			
Hourly		0	37.91		41.80	43.89	46.08
Bi-Weekly			3,033.07	3,184.80			
Monthly			6,571.66			·	
Annual			78,859.87	82,804.80	· · · · · · · · · · · · · · · · · · ·		95,846.40
Systems	 Analyst (Confidential;	Non-Barga	lining)				
Hourly	anaryst (communitial,	Non-Barge	30.93	32.47	34.09	35.79	37.58
Bi-Weekly			2,474.11				
Monthly			5,360.58				
Annual			64,326.91			·	·
Systems	rechnician (FBEO)						
Hourly			23.74	24.92	26.17	27.48	28.85
Bi-Weekly			1,898.83				
Monthly			4,114.14				·
Annual			49,369.63				60,008.00
	A Diamet Occupation in T	lulu /===	-0)				
Treatment Hourly	t Plant Operator-in-Tra	iining (FBE	<b>21.09</b>	22.15	23.26	24.42	25.64
							25.64
Bi-Weekly			1,687.49				
Monthly			3,656.22				
Annual			43,874.69	46,072.00	48,380.80	50,793.60	53,331.20

Effective March 24, 2025

Public Works Job Families Update (Engineering Technician I and II and Senior Engineering Technician, Operations Supervisors classifications Remove Treatment Plant Operator - WCD Lead and Treatment Plant Operator Lead - Wastewater classifications and Public Experience Liasion Resolution 4912-2025

		Step 1	Step 2	Step 3	Step 4	Step 5
Treatment Plant Operato	r I (FBEO)					
Hourly		26.17	27.48	28.85	30.29	31.80
Bi-Weekly		2,093.86	2,198.40	2,308.00	2,423.20	2,544.00
Monthly		4,536.69	4,763.20	5,000.67	5,250.27	5,512.00
Annual		54,440.26	57,158.40	60,008.00	63,003.20	66,144.00
Treatment Plant Operato	r II (FBEO)					
Hourly		27.50	28.87	30.31	31.83	33.42
Biweekly		2,199.94	2,309.60	2,424.80	2,546.40	2,673.60
Monthly		4,766.53	5,004.13	5,253.73	5,517.20	5,792.80
Annual		57,198.34	60,049.60	63,044.80	66,206.40	69,513.60
Treatment Plant Operato	r III (FBEO)					
Hourly		30.31	31.83	33.42	35.09	36.84
Biweekly		2,424.80	2,546.40	2,673.60	2,807.20	2,947.20
Monthly		5,253.73	5,517.20	5,792.80	6,082.27	6,385.60
Annual		63,044.80	66,206.40	69,513.60	72,987.20	76,627.20

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

#### **Text File**

File Number: 25-185

Agenda Date: 5/27/2025 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Committee Minutes

Agenda Number: 5D.

Receive and File Minutes of the Public Works and Facilities Committee Meeting for March 31,

2025



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

# Meeting Minutes Public Works and Facilities Committee

Monday, March 31, 2025

4:00 PM

Town Hall, 363 N. Main Street

#### **Special Meeting**

#### MEETING CALLED TO ORDER

Committee Member Jason Godeke called meeting to order at 4:00 PM

#### **ROLL CALL**

Committee Members Jason Godeke and Scott Hockett present. City Staff; Public Works Director John Smith, Assistant Director Chantell O'Neal, and Administrative Assistant Emily Reno present.

#### 1. APPROVAL OF MINUTES

A. 25-93 Approve Minutes of February 13, 2025

Committee Members Godeke and Hockett approved minutes as presented.

#### 2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Public comment was received from Jacob Patterson.

#### 3. CONDUCT OF BUSINESS

A. 25-94 Discuss Use of Unassigned Reserves for Street Project Planning

Assistant Director Chantell O'Neal delivered a presentation outlining various options for allocating the \$800,000 in unassigned reserves toward streets projects. She explained the city's pavement management program and the Street Saver software used for project planning. Additionally, she provided an overview of the 2025 and 2027 streets projects. She discussed the possibility of creating a 2026 street project using the unassigned reserves but cautioned that this would likely leave insufficient funds to complete the project through construction. Another option considered was using the reserves for a patch paving project.

Public Comment was received from Jenny Shattuck, Jacob Patterson, Andrew Jordan, and Linda Jo.

Discussion: Committee Member Hockett inquired about the pavement management program, specifically regarding the type of surface treatment that triggers ADA requirements, and about using local contractors. Committee Member Godeke asked for more details about the 2027 streets project and the maintenance program for hire. O'Neal provided additional information in response.

Hockett also explained that, in the past, the Public Works Department had equipment and performed hot patch repairs internally. Godeke asked about the estimated costs of purchasing equipment to handle repairs in-house.

Both Hockett and Godeke expressed interest in receiving quotes for the patch paving project, as well as more information on purchasing and operating paving equipment internally for future projects. They requested that a report be brought back to City Council with these details.

B. <u>25-92</u> Director Oral Report on Departmental Activities and Project Updates

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

- Broadband Project- Equipment ordered.
- Town Hall Retrofit & Bathrooms Project Project to start in May.
- Police Department Security Retrofit Project- Out for bid soon.
- Fire Station Rehabilitation Project- Looking for 1M gap funding.
- Wastewater Treatment Plant Projects- Sodium hypochlorite generators, dryer building rehab, and bio solids storage building.
- EV Fleet Charging Stations- In construction.
- Facilities Solar Project- At 90% plans.
- Guest House Repointing Brick Project- Pushing project back.
- Cultural Center Paint Project- Working on picnic tables and signage.
- Veteran's Hall- Emergency operations center. Working with Mendocino County for a three-year lease and easement.
- Cal OES Grant Applying for grant funds for the City Hall east and Veterans hall projects.
- City Hall Flooring Project Starting in May.
- Micro Grid Solar- Application denied by PG&E. We expect to reapply in the near future.
- Bainbridge Park- Out for bid.
- 2025 Streets Project.
- CV Starr Skylight Replacement Contract awarded.
- CV Starr Slide Stairs Repairs.
- CV Starr HVAC System.
- · Fleet Update.
- Oneka Desal Buoy Project- Environmental documents circulating.
- Water Treatment Plant Rehabilitation Project- Construction 75% complete.
- Raw Water Line Project- Will pick back up in dry season.
- Reservoirs Project- Looking for funding.
- Water Distribution System Master Plan.
- Recycled Water Feasibility Study- Awarded \$500,000 grant. Presentation in March.
- Wastewater Collection System Assessment.
- Stormwater Trash Capture Devices.
- Water Meter Replacement Project.

Public Comment was received from Jenny Shattuck and Paul Clark.

Discussion: Committee Member Hockett asked about trash capture devices. Committee Member Godeke inquired regarding the timelines for the solar project, the funding for the reservoir project, and the broadband project. O'Neal offered additional information about the trash capture initiative, while Smith provided details on the other projects.

#### 4. MATTERS FROM COMMITTEE / STAFF

None.

#### **ADJOURNMENT**

Committee Member Godeke adjourned the meeting at 5:40 PM



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

#### **Text File**

File Number: 25-188

Agenda Date: 5/27/2025 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Minutes

Agenda Number: 5E.

Approve Minutes from February 24, 2025 City Council Meeting



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

# Meeting Minutes City Council

Monday, February 24, 2025

6:00 PM

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

#### **CALL TO ORDER**

Mayor Godeke called the meeting to order at 6:01 PM.

#### PLEDGE OF ALLEGIANCE

#### **ROLL CALL**

**Present:** 5 - Mayor Jason Godeke, Vice Mayor Marcia Rafanan, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Scott Hockett

#### **CLOSED SESSION REPORT**

None.

#### **AGENDA REVIEW**

None.

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

**1A.** 24-1113 Proclamation Declaring February 2025 as Teen Dating Violence Awareness and Prevention Month

Mayor Godeke read the Proclamation declaring February as Teen Dating Violence Awareness and Prevention Month.

**1B.** 24-1114 Proclamation Declaring February 2025 as Black History Month

Councilmember Peters read the Proclamation Declaring February as Black History Month.

**1C.** 25-36 Proclamation recognizing March 2025 as Women's History Month

Councilmember Albin-Smith read the Proclamation declaring March as Women's History Month.

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

(1) Dennis Miller, Dr. Richard Miller, Jay McMartin (2) None. (3) None.

#### 3. STAFF COMMENTS

City Manager Isaac Whippy discussed upcoming Mill Site Vision Workshop. This will be an in-person only meeting and those that cannot attend may email prior to the meeting and

comments will be uploaded as part of the record. The meeting will be streamed. Next week will be the First Business Roundtable at 10:30 AM at Town Hall. Mid-Term Budget workshop will be March 19, 2025.

#### 4. MATTERS FROM COUNCILMEMBERS

Councilmember Peters reported topics discussed at Public Safety meeting including Noyo Bridge Safety, School Resource Officer position and Blue Envelope Program. He also reminded community of the upcoming Inaugural Blues Festival. Councilmember Hockett concurs with Peters and highlighted road and trash can projects. Councilmember Albin-Smith stated upcoming events such as Magic market in October and Winter Wonderland in December are important events for community. She joined League of Cities Fire Insurance Group and is now the Chair of MTA. She reported the MCRPD had agenda item to determine if the CV Starr District Property Tax can be transferred to their group and encouraged the public to attend MCRPD meetings. Mayor Godeke will be at CV Starr Lobby on Monday for community informal Q&A. Planning is ongoing for Pomo Cultural Gathering on the Headlands near Mendocino College on April 26, 2025.

#### 5. CONSENT CALENDAR

Councilmember Albin-Smith pulled Item 5C and Item 5D.

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

A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, to approve the Consent Calendar with the exception of Items 5C and 5D. The motion was carried by the following vote:

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

**5A.** 25-15

Receive and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 999-2024 of the City of Fort Bragg Regulating Tobacco Product Sales, Requiring the Licensure of Tobacco Retailers, Prohibiting the Sale of Flavored Tobacco Products, and Amending the Fort Bragg Municipal Code

This Ordinance was Introduced on the Consent Calendar.

**5B.** 25-37 Resolution of the Fort Bragg City Council Approving Side Letters for Fort Bragg Police Association Revising Article 9-Uniforms and Equipment and Article 25-Holidays of the Fort Bragg Police Association Memorandum of Understanding 2024-2028

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4895-2025

**5E.** 25-32 Adopt Resolution of the Fort Bragg City Council Approving a Contract Change Order with Redwood Roofer for the City Hall Roof Replacement Project, City Project No. PWP-00139 and Authorizing the City Manager to Execute Contract (New Amount Not To Exceed \$130,732.00)

	This Resolution was adopted on the Consent Calendar.  Enactment No: RES 4896-2025
	Enaciment No. RES 4690-2025
<b>5F</b> . <u>25-33</u>	Accept City Hall Roof Replacement Project as Complete and Direct City Clerk to File Notice of Completion
	This Notice of Completion was approved on the Consent Calendar.
<b>5G</b> . <u>25-27</u>	Receive and File Minutes of the Public Works and Facilities Committee Meeting for November 14, 2024
	These Committee Minutes were received and filed on the Consent Calendar.
<b>5H</b> . <u>25-28</u>	Receive and File Minutes of the Public Works and Facilities Committee Meeting for January 09, 2025
	These Committee Minutes were received and filed on the Consent Calendar.

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

**5C.** <u>25-39</u> Approve Request for Proposals For Comprehensive Cost Of Service Analysis and Fee Study for CV Starr

Councilmember Albin-Smith asked clarifying question to staff regarding RFP for CV Starr Fee Study.

Public Comment: None.

A motion was made by Councilmember Albin-Smith, seconded by Councilmember Peters, that the Consent Calendar be approved. The motion carried

**5D.** <u>25-16</u> Aye: 5 - Mayor Godeke, Vice Mayor Rafanan, Councilmember Albin-Smith, Councilmember Peters and Councilmember Hockett

Approve Scope of Work for Consultant Services to Provide a Utility Rate Study for the City of Fort Bragg and Fort Bragg Municipal Improvement District No. 1

Councilmember Albin-Smith asked clarifying question regarding RFP for Utility Rate Study. Public Comment: Jacob Patterson

A motion was made by Councilmember Albin-Smith, seconded by Councilmember Peters, that this Scope of Work is approved. The motion carried by the following vote:

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

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

None.

#### 7. PUBLIC HEARING

**7A.** 25-9 Receive a Report, Conduct a Public Hearing, Receive Planning Commission's Recommendation, and Introduce, by Title Only, and Waive

the First Reading of:

a. Ordinance 1000-2025 to Amend Division 17 to the Fort Bragg Municipal Code and Adopt Chapter 17.42.175 "Tiny Homes, Model Park RVs & Mobile Homes", of Division 17 of The Fort Bragg Municipal Code, to Establish Regulations and Standards for Tiny Homes, Model Park RVs & Mobile Homes; b. Ordinance 1001-2025 to Amend Division 17 to the Fort Bragg Municipal Code and Repeal Chapter 17.42.110 "Mobile Home Parks" of Division 17 of the Fort Bragg Municipal Code and Replace it with Chapter 17.42.110 "Tiny Home Communities" to Establish Standards for Tiny Home Communities; c. Ordinance 1002-2025 to Amend Chapter 17.42.190- Restaurants of Division 17 of the Fort Bragg Municipal Code to Establish Regulations and Standards for Outdoor Dining; and

d. Ordinance 1003-2025 to Amend 17.71.090 - Planned Unit Development Permit of Division 17 of the Fort Bragg Municipal Code to Allow Planned Unit Development Permits on Parcels of 1 Acre or More.

Statutory CEQA Exemption 15265

#### Mayor Godeke opened the public hearing at 7:07 PM.

Consultant Marie Jones presented staff report.

Public Comment was received from:

Michelle Blackwell

#### Mayor Godeke closed the public hearing at 7:10 PM.

<u>Discussion</u>: Councilmembers asked clarifying questions and agreed to delete definitions in body of Ordinance and place in Section 10 to reduce future confusion.

A motion was made by Mayor Godeke, seconded by Vice Mayor Rafanan, that Ordinance 1000 was Introduced. The motion carried by the following vote:

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

A motion was made by Councilmember Peters, seconded by Councilmember Hockett, that Ordinance 1001 was Introduced as amended. The motion carried by the following vote:

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

A motion was made by Councilmember Peters, seconded by Councilmember Hockett, that Ordinance 1002 was Introduced as amended. The motion carried by the following vote:

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

A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, that Ordinance 1003 was Introduced. The motion carried by the following vote:

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

**7B.** 25-8 Receive a Report, Conduct a Public Hearing, Receive Planning Commission's Recommendation, and Introduce, by Title Only, and Waive the First Reading

of Ordinances Amending the Inland Land Use and Development Code (Ordinance 1004-2025) and the Coastal Land Use and Development Code (Ordinance 1005-2025) to Comply with Recent Changes in State of California Housing Law Related to Accessory Dwelling Units. Statutorily exempt under CEQA Guidelines 15265 Adoption of Coastal Plans and Programs and 15282 (h)The adoption of an ordinance regarding second units in a single-family or multi-family residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code.

#### Mayor Godeke re-opened the public hearing at 7:42 PM.

Consultant Marie Jones presented the staff report.

Public Comment was received from:

Shelley Green

Jacob Patterson

#### Mayor Godeke closed the public hearing at 7:47 PM.

Discussion: Councilmembers discussed and asked clarifying questions.

A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, that the Ordinance 1004 Introduction is approved. The motion carried by the following vote:

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

A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, that the Ordinance 1005 Introduction is approved. The motion carried by the following vote:

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

7C. <u>25-11</u>

Receive a Report, Hold a Public Hearing, and Consider Adopting a Resolution of the Fort Bragg City Council Providing Preliminary Preapproval of Inclusionary Housing Incentives for Proposed Senior Housing Project at 860 Hazelwood St.; Exempt from CEQA pursuant to 15060(c)(3)

#### Mayor Godeke re-opened the public hearing at 7:58 PM.

Consultant Marie Jones presented Staff Report.

Public Comment was received from:

Shelley Green

unnamed

Jacob Patterson

#### Mayor Godeke closed the public hearing at 8:03 PM.

Discussion: Councilmembers discussed and asked clarifying questions.

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

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

Enactment No: RES 4897-2025

#### 8. CONDUCT OF BUSINESS

**8A**. <u>25-38</u>

Adopt City Council Resolution Approving Professional Services Agreement with Palni, Inc. for On-Call, As-Needed, Engineering/Design Services and Technical Assistance for the Municipal Broadband Utility Project, and Authorizing City Manager to Execute Contract (Amount not to Exceed \$55,000); CEQA Exemption 15378

Economic Development Manager Sarah McCormick presented staff report.

Public Comment: Jacob Patterson.

<u>Discussion</u>: After brief discussion, the Council supports the Professional Service Agreement.

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

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

Enactment No: RES 4898-2025

**8B**. 25-35

Resolution of the Fort Bragg City Council Accepting the Fort Bragg Police Department Salary Survey Results as Required by Ordinance 672; Establishing the City Clerk, Non-Certified Confidential/Non-Bargaining Classification, and Confirming the Pay Rates and Ranges for All City of Fort Bragg Established Classifications Effective January 1, 2025

Human Resource Manager Juli Mortensen presented staff report.

Public Comment: Jacob Patterson

A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, that the Resolution is adopted. The motion carried by the following vote:

Enactment No: RES 4899-2025

8C. 25-34

Receive Report and Consider Introducing by Title Only, and Waive Further Reading of Ordinance 1007-2025 Amending Chapter 3.20 (Purchasing Policies and Procedures) and Chapter 3.22 (Informal Bidding Procedures) of the Fort Bragg Municipal Code

Administrative Analyst Cristal Muñoz presented staff report.

Public Comments: Jay McMartin and Jacob Patterson.

<u>Discussion:</u> Councilmembers discussed City Manager signing authority and agreed to increase to \$60,000.

A motion was made by Councilmember Peters, seconded by Vice Mayor Rafanan, that the Ordinance was Introduced as amended. The motion carried by the following vote:

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

#### 9. CLOSED SESSION

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	Mayor Godeke adjourned the meeting at 9:09 Pl	М.
JASON GODEKE, MA	AYOR	
Amber Lenore Weave	er, Acting City Clerk	
IMAGED (	)	



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#### **Text File**

File Number: 25-189

Agenda Date: 5/27/2025 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Minutes

Agenda Number: 5F.

Approve Minutes of February 25, 2025 Special City Council / Planning Commission - Mill Site

Visioning Workshop



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

# Meeting Minutes Special City Council

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

Tuesday, February 25, 2025

5:00 PM

Town Hall, 363 N Main Street

# SPECIAL CITY COUNCIL / PLANNING COMMISSION - MILL SITE VISIONING WORKSHOP

#### **CALL TO ORDER**

Mayor Godeke called the meeting to order at 5:00 PM.

#### **ROLL CALL**

Katie Turner arrived at 7 PM.

Present: 10 - Mayor Jason Godeke, Vice Mayor Marcia Rafanan, Councilmember Tess

Albin-Smith, Councilmember Scott Hockett, Councilmember Lindy Peters, Ryan

Bushnell, David Jensen, Jary Stavely, Katie Turner and Richard Neils

#### 2. CONDUCT OF BUSINESS

**2A.** 25-48 City Council / Planning Commission Joint Special Meeting Mill-Site Workshop

Mayor Godeke reported the intent of Workshop was to explore a process of potential formal agreements and planning toward a resolution of the lawsuit and discovering if City can effectively address concerns behind the lawsuit and proceed with Mill Site development to benefit the community similar to the Coastal Trail. Mayor Godeke introduces Facilitator Vanessa Bloggett of PlanWest Partners who explained agenda meeting logistics, and encouraged everyone to reviews maps on walls and use Sticky Note for comments. City Manager Isaac Whippy is eager to hear from public and reported a Stay on litigation. City looks forward to alternative approach to lawsuit and discuss opportunities to develop Mill Site to enhance quality of life, open space, jobs and housing. Consultants Walter Kieser and Marie Jones are introduced to provide expertise on planning process and potential agreements. The expertise of Linda Ruffing was also acknowledged. Chris Hart, Robert Pinoli, Burton Miller and Torany Nilsson from The Mendocino Railroad were introduced as panelists. City Staff Present: City Manager Isaac Whippy, Cristal Munoz, Amber Lenore Weaver, John Smith, Chief Cervenka, and City Attorney Baron Bettenhausen. Members of the Public were provided 3 minutes to provide public comment.

#### **ADJOURNMENT**

	Mayor Godeke adjou	rned the meeting at 8:00 PM.
JASON GODEKE, MA	YOR	
Amber Lenore Weave	r, Acting City Clerk	
IMAGED (	)	



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#### **Text File**

File Number: 25-184

Agenda Date: 5/27/2025 Version: 1 Status: Business

In Control: City Council File Type: Staff Report

Agenda Number: 9A.

CONFERENCE WITH LEGAL COUNSEL - Existing Litigation Pursuant to Paragraph (1) of Subdivision (d) of Gov. Code Section 54956.9 City of Fort

Bragg v. Mendocino Railroad



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#### **Text File**

File Number: 25-186

Agenda Date: 5/27/2025 Version: 1 Status: Consent Agenda

In Control: City Council File Type: Staff Report

Agenda Number: 9B.

CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6: City Negotiator: Isaac Whippy, City Manager; Employee Organizations: Fort Bragg Employee

Organization; Confidential Non-Bargaining Classifications; Exempt At-Will Executive

Classifications; CV Starr; and Exempt Mid-Management Classifications