



# 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**

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**Monday, June 23, 2025**

**6:00 PM**

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

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### **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: Jun 23, 2025 06:00 PM Pacific Time (US and Canada)*

*Topic: City Council Meeting*

*Please click the link below to join the webinar:*

*<https://us06web.zoom.us/j/81875778669>*

*or Telephone Dial: 1 669 444 9171 US (\*6 mute/unmute, \*9 raise hand)*

*Webinar ID: 818 7577 8669*

*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. [25-199](#)**

Receive Presentation from Mendocino Coast Hospitality Center

## **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](mailto: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. [25-227](#)** Resolution of the Fort Bragg City Council Authorizing the City Manager to Execute the Agreement with the State of California's Youth Opioid Response Cohort 4 in Order to Receive a Grant Award totaling \$580,764

**Attachments:** [RESO YOR 4 Grant](#)  
[Att 1 - Contract with CDHCS](#)

- 5B. [25-230](#)** Authorize the City Manager to Execute a License Agreement with Mendocino County Regarding Use of County Property at Fort Bragg Veterans Memorial Building, APN 008-183-02 for the Bainbridge Park Enhancement Project

**Attachments:** [Bainbridge Park Project License](#)



- 5C. [25-231](#)      Readopt Master Traffic Resolution; CEQA Exempt 15061(b)(3)
- Attachments:**   [RESO 1271-2025A Traffic Committee](#)  
                         [Att 1 - RESO 1271-2025A Traffic Committee Redline](#)
- 5D. [25-236](#)      Adopt Resolution Approving Contract Amendment No.2 with Truepoint Solutions, LLC for Additional Configuration and Project Management Support Authorizing the City Manager to Execute Contract (Amount Not To Exceed \$140,230.00)
- Attachments:**   [RESO Truepoint 2nd Amend](#)  
                         [Att 1 - Fort Bragg - Change Order #2](#)
- 5E. [25-238](#)      Adopt Resolution of the Fort Bragg City Council Approving Second Amendment to Professional Services Agreement with Miller Marine Science & Consulting for the Oneka Desalination Buoy Project, and Authorizing the City Manager to Execute Contract (Amount Not to Exceed \$53,500)
- Attachments:**   [RESO Miller Marine Second Amendment](#)
- 5F. [25-240](#)      Accept Certificate of Completion for Facilities Camera and Police Department Access Control Project and Direct City Clerk to File Notice of Completion
- Attachments:**   [Notice of Completion](#)  
                         [Att 1 - Certificate of Completion](#)
- 5G. [25-241](#)      Resolution of the Fort Bragg City Council Establishing the Broadband and Digital Infrastructure Division and Adopting Associated Classifications and Compensations
- Attachments:**   [RESO Broadband Division Classifications](#)  
                         [Att 1- Exhibit A](#)
- 5H. [25-242](#)      Resolution of the Fort Bragg City Council Approving the 2025-2029 Memorandum of Understanding with the Fort Bragg Employee Organization/Service Employees International Union Local 1021 and Authorizing City Manager to Execute Same
- Attachments:**   [RESO FBEO 2025-2029 MOU Approval](#)  
                         [Att 1- Exhibit A](#)  
                         [Att 2 - 2025 SEIU MOU - REDLINE](#)  
                         [Att 3 - 2025 SEIU MOU - CLEAN](#)
- 5I. [25-247](#)      Approve Resolution of the Fort Bragg City Council Requesting The Mendocino Local Agency Formation Commission to Allow The City's Municipal Broadband Utility to Provide Internet Access for Existing Mendocino Community Network Customers Residing Outside City Limits
- Attachments:**   [RESO LAFCo Request](#)  
                         [Att 1 - 2025 OASA Application](#)

- 5J. [25-248](#) Approve Agreement with Revize for Custom Web Site Design, Implementation, and 5-Yr Annual Hosting and Maintenance Not to Exceed \$85,045

Attachments: [Att 1- Contract Standard PSA](#)

- 5K. [25-249](#) Resolution of the Fort Bragg City Council to Update the Mid-Management Employee Group's Terms and Conditions of Employment

Attachments: [RESO Mid-Management Terms 2025-2029](#)

- 5L. [25-253](#) Adopt, by Title Only, and Waive Further Reading of Ordinance 1010-2025; The City Council of the City of Fort Bragg to Designate Fire Hazard Severity Zones

Attachments: [ORD 1010-2025 Fire Hazard Severity Zone](#)

- 5M. [25-262](#) Resolution of the Fort Bragg City Council Establishing a Compensation Plan, Approving New Positions and Terms And Conditions of Employment for Non-Bargaining and Confidential, Non-Exempt Employees

Attachments: [RESO Confidential-Non-Bargaining Salary and Terms of Employment](#)

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

## **7. PUBLIC HEARING**

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

- 7A. [25-251](#) The Public Hearing for the Following Item has Been Continued to July 14, 2025: "Coastal Development Permit Amendment, Use Permit and Design Review Amendments to Modify an Approved Mixed-Use Multifamily Project at 1151 S Main Street to Respond to Coastal Commission Staff Requests to: 1) Change 3 units of Multifamily Housing into 2,450 SF of Hotel Units on the Ground Floor of Building 3; and 2) add a Signed Public Access Sidewalk through the Parcel"

- 7B. [25-252](#) Receive a Report, Hold a Public Hearing, and Consider Adoption of a City Council Resolution Updating the City's Fee Schedule to Include MCN and Municipal Broadband Service Fees; Statutorily Exempt 14 CCR 15273

Attachments: [Staff Report](#)

[Att 1 - RESO Fee Schedule](#)

[Att 2 - Fiber Plans Installation Rates](#)

[Att 3 - MCN Legacy Fees](#)

[Att 4 - NOPH Fee Schedule](#)

[Att 5 - Fiber Fee Analysis](#)

[Att 6 - MCN Legacy Fee Analysis](#)

[Public Comment](#)

- 7C. [25-256](#) Receive a Report, Hold a Public Hearing, Receive Planning Commission's Recommendation, and Introduce, by Title Only, and Waive Further Reading of Ordinance 1015-2025 Amending (Coastal Plan Amendment LCP 1-24), Certified by the California Coastal Commission, to: a) Amend Map LU-4 of the Coastal General Plan to Add a Third Plan Area; and b) Amend Table 2-10 of the CLUDC to Allow a Science Center with a Use Permit in the Public Facilities Zoning District; and c) Add a Definition of Science Center to the CLUDC; and d) Amend the General Plan Land Use Map and the Zoning Map to: I) Rezone the Noyo Center Parcel to Public Facilities Zoning District, and II) Rezone the Coastal Trail Parcels to Parks & Recreation Zoning District and III) Rezone the Sherwood Valley Band of Pomo Parcels as Medium Density Residential Zoning

**Attachments:** [Staff Report Noyo Center LCP Amendment](#)  
[Att 1 - Ordinance Approving LCP Amendment 1-24](#)  
[Att 2 - Coastal Act Consistency Analysis](#)  
[Att 3 - LCP - Land Use and Transportation Analysis](#)  
[Att 4 - LCP Amendment General Plan and CLUDC Consistency Analysis](#)  
[Att 5 - PC 22-2024 Resolution Adopting LCP Amendment 1-24](#)  
[Att 6 - NOPH - Noyo Lab](#)  
[Public Comment](#)

## **8. CONDUCT OF BUSINESS**

- 8A. [25-245](#) Progress Update on the Mill Site Planning Program: Community Feedback on the Development Strategy Report and Invitation to the Council Study Session for Continued Public Engagement

**Attachments:** [Staff Report](#)  
[Att 1 - Development Strategy Reporting EPS](#)  
[Att 2 - Press Release](#)  
[Att 3 - RESO 4932-2025 Mill Site Phase 2 Development](#)  
[Public Comment](#)

- 8B. [25-244](#)** Receive Report and Consider Adoption of Resolutions Approving FY 2025/26 City of Fort Bragg and Fort Bragg Municipal Improvement District No. 1 Budgets, Establishing FY 2025/26 Appropriations Limit, CV Starr Operating Budget FY 2025/26, Broadband Enterprise Budget FY 2025/26 and Approving FY 2025/26 Capital Projects Budget

**Attachments:** [Staff Report](#)

[Att 1 - Transmittal Letter](#)

[Att 2 - Adopted Budget FY 25-26](#)

[Att 3 - Capital Improvement Plan Budget FY 25-26](#)

[Att 4 - RESO Budget FY 2025-26](#)

[Att 5 - Strategic Plan 2024-28 Progress](#)

[Att 6 - RESO Capital Projects FY 2025-26](#)

[Att 7 - RESO Appropriations Limit FY 2025-26](#)

[Att 8 - RESO MID Budget FY 2025-26](#)

[Att 9 - RESO CV Starr Budget](#)

[Att 10 - RESO Broadband](#)

[Att 11 - RESO Fiscal Policy for Broadband Infrastructure](#)

[Att 12 - June 11 Budget Discussion Outline](#)

[Att 13 - GFOA Budget Award FY 24/25](#)

[Att 14 - Price and Population](#)

- 8C. [25-246](#)** Request for Council Direction: One-Time Funding Support for Food Bank and Senior Center Due to Federal Cuts

**Attachments:** [Staff Report Food Bank and Senior Center](#)

[Public Comment](#)

- 8D. [25-232](#) Receive Report and Consider Adoption of Two (2) City Council Resolutions, Categorically Exempt 15301(c):  
(1) Accepting the Bid of Argonaut Constructor, Inc., as the Lowest Responsive Bidder, Awarding the 2025 Pavement Preservation Project, and Authorizing the City Manager to Execute the Contract (Amount Not to Exceed \$1,968,141.90); and  
(2) Approving a Professional Services Agreement with Lumos and Associates, Inc. to Provide Construction Management Services for the 2025 Pavement Preservation Project and the Stop Gap Project, and Authorizing the City Manager to Execute the Contract (Amount Not to Exceed \$300,000)

**Attachments:** [Staff Report 2025 Streets Contract Award](#)  
[Att 1 - RESO 2025 Pavement Project Contract Award](#)  
[Att 2 - RESO 2025 Pavement Project CM Services Award](#)  
[Att 3 - Argonaut Contract](#)  
[Att 4 - Lumos and Associates Agreement](#)  
[Att 5 - Bid Opening Results](#)  
[Public Comment](#)

- 8E. [25-233](#) Receive Report and Consider Adoption City Council Resolution Accepting the Bid of Argonaut Constructors, Inc. as the Lowest Responsive Bid, Awarding the Stop Gap Patch Paving Project, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$350,000), Categorical Exemption 15301(c)

**Attachments:** [Staff Report Stop Gap Contract Award](#)  
[Att 1 - RESO Stop Gap Project Contract Award](#)  
[Att 2 - Argonaut Contract](#)  
[Att 3 - Bid Opening Results](#)

## **9. CLOSED SESSION**

### **ADJOURNMENT**

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

**NEXT REGULAR CITY COUNCIL MEETING:  
6:00 P.M., MONDAY, JULY 14, 2025**

STATE OF CALIFORNIA       )  
  )ss.  
COUNTY OF MENDOCINO    )

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on June 18, 2025.

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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: 25-199

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:**  
Recognition/Announcements

**Agenda Number:** 1A.

Receive Presentation from Mendocino Coast Hospitality Center





# City of Fort Bragg

416 N Franklin Street  
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## Text File

**File Number: 25-227**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5A.

Resolution of the Fort Bragg City Council Authorizing the City Manager to Execute the Agreement with the State of California's Youth Opioid Response Cohort 4 in Order to Receive a Grant Award totaling \$580,764

## RESOLUTION NO. -2025

### RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH THE STATE OF CALIFORNIA'S YOUTH OPIOID RESPONSE COHORT 4 IN ORDER TO RECEIVE A GRANT AWARD TOTALING \$580,764

**WHEREAS**, Mendocino County exceeds the state average in all categories related to opioid abuse; and

**WHEREAS**, the rural setting of Fort Bragg and limited local healthcare resources further restrict access to substance use disorder treatment, particularly for youth; and

**WHEREAS**, the Fort Bragg Police Department recognizes that the opioid crisis cannot be effectively addressed through traditional law enforcement strategies alone and supports a more holistic, community-based approach; and

**WHEREAS**, in March of 2023, the Fort Bragg Police Department was awarded a grant through the California Youth Opioid Response (YOR 3), named Project Right Now (PRN) funded by the California Institute for Behavioral Health Solutions (CIBHS) to fully reimburse the City of Fort Bragg for the purchase of supplies, funding for one full-time Care Response Unit employee, and a success Coach; and

**WHEREAS**, the Fort Bragg Police Department has been awarded an additional grant through the State and Federally funded Youth Opioid Response (YOR 4) program; and

**WHEREAS**, this funding will support one full-time position within the Care Response Unit (CRU), one part-time positions, and continue efforts previously established through YOR 3 funding; and

**WHEREAS**, the YOR 4 grant will fund an additional full-time CRU member who is intended to be assigned as a Substance Use Coordinator at the Fort Bragg High School, Noyo High School, Mendocino High School, and Mendocino College; and

**WHEREAS**, the grant will allow CRU to expand services to directly support youth ages 15 to 25 who are experiencing or at risk of developing a substance use disorder (SUD); and

**WHEREAS**, PRN furthers the City's commitment to combat the fentanyl crisis; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg hereby authorizes the acceptance of the Youth Opioid Response (YOR 4) Grant funds administered by CIBHS.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to execute a contract with the California Department of Health Care Services accepting the award of \$580,764.

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23rd day of June, 2025 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSED:

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JASON GODEKE  
Mayor

ATTEST:

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Diana Paoli  
City Clerk

**California Institute for Behavioral Health Solutions  
California Youth Opioid Response Services Contract**

This California Youth Opioid Response Services Contract (the “**Agreement**”) is entered into as of **May 1, 2025** (the “**Effective Date**”) by and between the California Institute for Behavioral Health Solutions, a California nonprofit corporation (“**CIBHS**”), with its principal address at 1760 Creekside Oaks Dr., Ste. 175, Sacramento, CA 95833, and the following contractor (the “**Grantee**”):

Grantee Name: \_\_\_\_\_

Legal Entity Type: \_\_\_\_\_

Principal Address: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

CIBHS and the Grantee are sometimes collectively referred to herein as the “**Parties**,” or, individually, as a “**Party**.”

**Recitals:**

WHEREAS, CIBHS is the recipient of a government grant intended to address the opioid epidemic in California as described in that certain contract number 24-40154 effective as of September 30, 2024 (the “**Prime Contract**”) , by and between the State of California Department of Health Care Services (“**DHCS**”) and Sierra Health Foundation: Center for Health Program Management (“**SHF**”), together with that certain Medication-Assisted Treatment (MAT) SOR 4 Project Subcontractor Agreement (contract number CA25MAT22834) (the “**Subcontractor Agreement**”), effective as of September 30, 2024, by and between SHF and CIBHS (collectively, the “**Grant Contracts**”);

WHEREAS, the terms and conditions of the Prime Contract are incorporated into the Subcontractor Agreement, and therefore all references to the Grant Contracts herein shall incorporate the applicable provisions of the Prime Contract and/or the Subcontractor Agreement, as applicable;

WHEREAS, in order to effectuate the purpose of the grant, CIBHS must engage with contractors to provide services to affected populations in California by (1) increasing access to medication-assisted treatment using FDA-approved medications for the treatment of Opioid Use Disorder (“**OUD**”), reducing unmet treatment needs, and reducing opioid overdose-related deaths through the provision of prevention, treatment and recovery activities for OUD resulting from the use of prescription opioids, heroin, illicit fentanyl and fentanyl analogs; and (2) supporting prevention, treatment, and recovery support services to address stimulant misuse and use disorders, including for cocaine and methamphetamine; and

WHEREAS, CIBHS agrees to engage Grantee to effectuate the purpose of the grant, and Grantee agrees to such engagement, pursuant to and subject to the conditions set forth in this Agreement including, without limitation, the agreement by Grantee to be bound and obligated to the terms and conditions of the Grant Contracts to the same extent CIBHS is bound to each of DHCS and SHF, respectively, thereunder;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIBHS and Grantee hereby agree as follows, with the above Recitals incorporated herein by this reference:

### **Agreement**

#### **I. TERM AND TERMINATION**

- 1) **Term.** The term of this Agreement shall commence on the Effective Date and continue until the earlier of (a) September 29, 2027, or (b) termination of this Agreement pursuant to Section I. 2) below (the “**Term**”).
- 2) **Termination.**
  - a. CIBHS may terminate this Agreement for any reason in its sole discretion by providing Grantee with thirty (30) days’ prior written notice.
  - b. CIBHS may terminate this Agreement effective immediately by providing written notice to Grantee if any of the following occurs or is determined by CIBHS to be substantially at risk of occurring:

- i. Either the Prime Contract or the Subcontractor Agreement is terminated for any reason;
- ii. Grantee breaches this Agreement and does not cure the breach within thirty (30) days of the commencement of such breach;
- iii. Grantee terminates its existence, discontinues business, has a receiver appointed for any of its property, makes any assignment for the benefit of creditors, or has any proceedings under any bankruptcy, reorganization, or similar laws commenced by or against it;
- iv. If Grantee is a sole proprietorship or the sole owner of an entity contracting hereunder as Grantee, and is not able to perform the Services (defined below) for reasons of death or incapacity; or
- v. Arrest for, conviction of or pleading guilty to an offense involving moral turpitude or a crime involving misuse or misappropriation of funds or property on the part of Grantee, any of its subcontractors, or any of their respective directors, officers, employees, agents, affiliates, designees, and assignees that provide any portion of the Services.
- vi. Grantee or any of Grantee's subcontractors fails to abide by any of the Flow Down Provisions under the Grant Contracts.

3) **Transition Assistance.** In the event of termination of the Agreement, at CIBHS's request, Grantee shall perform all activities, functions and services that are requested by CIBHS to transition the Services to another contractor to effectuate the purpose of the Grant Contracts.

## II. OBLIGATIONS OF GRANTEE

### 1) **Scope of Services.**

(a) Subject to the terms of this Agreement and the Grant Contracts, Grantee shall provide services to persons ages 16 to 25 years old who are at risk of developing an OUD or stimulant use disorders, have an OUD or stimulant use disorder, or are at risk of an opioid or stimulant overdose, which services support the

implementation of the California Youth Opioid Response (“**YOR California**”) program as described in the Grant Contracts. Such services provided by the Grantee are referred to as the “**Services**” in this Agreement. Any services not authorized under the terms of the Agreement shall be at the sole cost and expense of Grantee and will not be compensated by CIBHS, SHF or DHCS and may in the sole and absolute discretion of CIBHS be deemed a material breach of this Agreement.

(b) Grantee and its performance of any Services hereunder shall comply with all applicable terms and conditions set forth in this Agreement and the applicable provisions of the Grant Contracts, including but not limited to the obligations set forth in the following numbered provisions of Attachment 3 of the Subcontractor Agreement (referencing the applicable provision/caption set forth on Exhibit D of the Prime Contract) (attached hereto as Attachment I (Special Terms and Conditions From Prime Contract)):

- 1 - Federal Equal Employment Opportunity Requirements,
- 2 - Travel and Per Diem Reimbursement,
- 3 - Procurement Rules,
- 4 - Equipment Ownership/Inventory/Disposition,
- 7 - Audit and Record Retention,
- 8 - Site Inspection,
- 9 - Federal Contract Funds,
- 11 - Intellectual Property Rights,
- 12 - Air or Water Pollution Requirements,
- 13 - Prior Approval of Training Seminars, Workshops or Conferences,
- 14 - Confidentiality of Information,
- 15 - Documents, Publication and Written Reports,
- 17 – Subrecipient Compliance,
- 19 - Debarment & Suspension Certification,
- 20 - Smoke-Free Workplace Certification,
- 21 – Drug Free Workplace Act of 1988,
- 26 - Officials Not to Benefit,
- 27 - Prohibit Use of State Funds for Software,
- 28 – Use of Disabled Veteran’s Business Enterprises (DVBE)
- 29 - Use of Small, Minority Owned & Women’s Businesses,
- 30 – Use of Small Business Subcontractors,
- 34 - Suspension or Stop Work Notification,
- 35 - Public Communications,



- 37 - Compliance with Statutes & Regulations, and
- 38 - Lobbying Restrictions & Disclosure Certification

(collectively, together with all other obligations, terms and conditions under the Grant Contracts applicable to the Services, the “**Flow Down Provisions**”). Grantee shall ensure that any subcontractor performing Services hereunder shall comply with all applicable terms and conditions set forth in this Agreement and the applicable provisions of the Grant Contracts (including, without limitation, the Flow Down Provisions).

- 2) **Contract Deliverables.** The Services shall conform to Grantee’s contract deliverables plan set forth in Attachment II (Contract Deliverables) attached hereto (as such contract deliverables plan may be adjusted by CIBHS in accordance with the terms hereof, the “**Contract Deliverables**”), and shall also conform to Grantee’s implementation plan (the “Implementation Plan”). The Contract Deliverables shall include a deliverables schedule listing, among other things, key project activities, the number of client services, and encounters/service units associated with each client. Changes to the Contract Deliverables and/or the Implementation Plan require the express prior written consent of CIBHS. In the event that Grantee fails to perform the Services in accordance with the terms of this Agreement (including, without limitation, failure to abide by the Contract Deliverables or Budget in any respect), CIBHS reserves the right to adjust the Contract Deliverables (including, without limitation, by modifying the deliverables schedule) as CIBHS determines in its sole discretion.
- 3) **Budget.** The Services shall be performed in accordance with the Grantee’s budget set forth in Attachment III (Budget) attached hereto (as such budget may be adjusted by CIBHS in accordance with the terms hereof, the “**Budget**”). Changes to the Budget require the express prior written consent of CIBHS; provided, however, that reallocations of funds totaling not more than fifteen percent (15%) of the total Budget amount to different categories within the Budget may be implemented by Grantee with prior written notice to CIBHS. In the event that Grantee fails to perform the Services in accordance with the terms of this Agreement (including, without limitation, failure to abide by the Implementation Plan or Budget in any respect), CIBHS reserves the right to adjust the Budget or payment schedule (including, without limitation, by reducing such budget or modifying such schedule) as CIBHS determines in its sole discretion.

- 4) **Permitted Subcontractors.** Grantee may subcontract any portion of the Services to a subcontractor, subject to CIBHS's prior express written consent. The subcontractors approved by CIBHS as of the Effective Date are set forth on Attachment IV (Subcontractors). Grantee shall ensure that each subcontractor is bound by the terms and conditions of this Agreement. Grantee shall ensure that each of its subcontractors obtains prior express written consent from CIBHS prior to further subcontracting any portion of the Services.
- 5) **Licensed Facilities and Personnel.** All Services conducted by Grantee shall be provided in facilities that are duly licensed and duly certified, as applicable, by the State of California, any other applicable governmental body, or professional organization. All personnel providing Services shall be duly licensed and, as applicable, duly certified and sufficiently trained, as required by the State of California or any other applicable governmental body, or professional organization.
- 6) **Charges for Services.** Grantee shall not, directly or indirectly (including through any subcontractors), charge a fee for Services to any recipient of Services or any other third party (other than CIBHS).
- 7) **Acknowledgement of Financial Support.** In performing the Services, Grantee shall inform all persons admitted to any of the Grantee's or their subcontractors' treatment programs, and all persons engaged in any of Grantee's planning, prevention, or intervention programs, and all other stakeholders, that the Services are funded by a federal grant under the State Opioid Response program. Grantee shall acknowledge this source of funding in any and all public information released regarding the Services. Such releases shall contain a credit reading substantially as follows:

"This service is supported by a federal grant under the State Opioid Response program, with funding provided by the California Department of Health Care Services."
- 8) **Public Information.** Grantee shall submit all written (or otherwise recorded) materials produced for public distribution in connection with the Services to the CIBHS Program Director, or his or her designee, at the address provided by CIBHS to Grantee, for review and approval prior to public distribution of such materials. For purposes of this paragraph, "public distribution" refers to the distribution of materials to any person other than CIBHS or Grantee's or its subcontractors'

directors, officers, employees, agents, affiliates, designees and assignees. All such material, and any other reports, analyses or other documents whose creation is supported by funds provided under this Agreement shall be in the public domain.

- 9) **Reports.** Grantee shall prepare and submit to CIBHS such periodic reports as may be required by CIBHS, SHF or DHCS for YOR California project management, including, but not limited to, the following:

- a) **Performance Reports.** Grantee shall prepare and submit, in the time, form, and manner required by CIBHS, monthly and quarterly performance reports providing a status update on the (i) action steps and progress measures for each objective in the Contract Deliverables and (ii) a report of unduplicated clients seen, prepared in the form and manner prescribed by CIBHS; provided, however, that such report does not contain the personally identifiable health information or any other personally identifiable information of any person (other than the name and identifying information of the person submitting the report to CIBHS on Grantee's behalf).
- b) **Final Performance Report.** No later than thirty (30) days following the expiration or termination of the Term, Grantee shall prepare and submit to CIBHS a final performance report in the form and manner prescribed by CIBHS.

10) **Record Retention and Audits.**

- a. Grantee shall, and Grantee shall ensure that each subcontractor shall, retain all books, documents, papers, and records, including all financial records, supporting documents, statistical records, and all other records related to the Services and this Agreement (collectively, the "**Records**"). By way of example, and not by way of limitation, Grantee shall, and Grantee shall ensure that its subcontractors shall, retain for the period specified in Subsection (d) of this Section 10, all timesheets, receipts, and similar records associated with Grantee's invoices for Services.
- b. Grantee shall, and Grantee shall ensure that each subcontractor shall, be subject at all reasonable times to inspection of facilities and offices as may be engaged in the performance of this Agreement, including the audit and reproduction of respective Records related to the performance of this Agreement.

- c. Grantee shall, and Grantee shall ensure that each subcontractor shall, agree that CIBHS has the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement, and allow auditors' access to such Records during normal business hours, and to interview any employees who might reasonably have information related to such Records. Further, the Grantee agrees, and shall ensure that each subcontract shall agree, to include the DHCS, SHF, federal Department of General Services, the federal Bureau of State Audits, or their designated representatives including the Comptroller General of the United States (collectively, the "**Governmental Auditors**") to audit records and interview staff related to performance of this Agreement.
- d. Grantee shall, and Grantee shall ensure that each subcontractor shall, preserve and make available the Records (1) for a period of three (3) years from the date of final payment under this Agreement, and (2) for such longer period, if:
  - i. this Agreement is completely or partially terminated, then the Records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement; or
  - ii. any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, then the Records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. Grantee and each subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its Records related to this Agreement to microfilm, computer disk, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said Records, the Grantee shall, and Grantee shall ensure that each subcontractor shall, supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

- f. Grantee shall, and Grantee shall ensure that each subcontractor shall, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014), if applicable.
- 11) **Site Inspection.** Grantee agrees that CIBHS and any authorized representative of the State of California (the “**State Authorized Representatives**”), has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities, and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Grantee or subcontractor, the Grantee shall provide, and shall require subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of CIBHS and any State Authorized Representatives in the performance of their duties.
- 12) **Personally Identifiable Information.** Grantee shall, and shall ensure that each subcontractor shall, maintain reasonable security of all personally identifiable information (including but not limited to personal health information), and comply with all applicable legal requirements relating to such information, including requirements relating to safeguarding, storing, transmitting, sharing, and destroying such information, and breach notification requirements.
- Grantee shall not, and shall ensure that each subcontractor shall not, share personally identifiable information (including but not limited to personal health information) with CIBHS (excluding the personally identifiable information of Grantee’s or its subcontractors’ directors, officers, employees, agents, affiliates, and designees, in connection with Grantee’s performance under this Agreement).
- 13) **Workers’ Compensation.** Grantee shall maintain, and shall ensure that each subcontractor maintains, at its own cost and expense, workers compensation insurance for all persons performing Services during the Term.
- 14) **Liability Insurance.** Grantee shall, at Grantee’s sole cost and expense and with insurers reasonably approved by CIBHS with respect to any policy required hereunder, maintain in full force and effect for the entire term of this Agreement the following types of insurance:
- a. Commercial General Liability Insurance. Grantee shall maintain, and shall ensure that each subcontractor maintains, at its own cost and expense, commercial general liability insurance with a limit of at least One Million

Dollars (\$1,000,000) per occurrence for bodily injury and property damage liability combined and at least Two Million Dollars (\$2,000,000) products/completed operations with a Two Million Dollars (\$2,000,000) general aggregate limit. Grantee shall require CIBHS's approval if Grantee's general liability policy contains a deductible greater than Twenty-Five Thousand Dollars (\$25,000). The general liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to Grantee's services or other activities associated with this Agreement, including, without limitation, Grantee's obligations under the Indemnification section set forth in Section V of this Agreement.

- b. Additional Insureds added to General Liability Policy. Sierra Health Foundation: Center for Health Program Management, the California Department of Health Care Services, CIBHS and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees as additional insureds ("Additional Insureds") under each commercial general liability policy identified in the preceding paragraph above. Specifically, the policy shall include a combination of ISO forms CG2010 10/04 and CG 2037 10/04 or is equivalent. Furthermore, the policy shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.
- c. Workers Compensation Insurance. Grantor shall procure and maintain Workers Compensation Insurance with minimum limits of One Million Dollars (\$1,000,000) each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). Grantee must maintain such a policy and provide CIBHS with a certificate of insurance that includes a waiver of subrogation endorsement.
- d. Automobile Insurance. Grantee shall procure and maintain Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of One Million Dollars (\$1,000,000) combined single limit per occurrence; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos". Furthermore, in the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a

State of California Class B driver's license and the Grantee must possess automobile liability insurance in the amount of Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with grant funds made available under this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned vehicles. Grantee agrees to include an Additional Insured Endorsement naming Sierra Health Foundation: Center for Health Program Management, the California Department of Health Care Services, Sierra Health Foundation, CIBHS and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees as additional insureds under ISO form CA 2048 or equivalent. Grantee will, as soon as practicable, furnish a copy of the certificate of insurance to CIBHS. The certificate of insurance will identify The Grant Contract numbers referenced in the recitals of this Agreement.

- e. Additional Coverage/Increased Coverage Amounts. From time to time during the term of this Agreement, CIBHS may in its reasonable discretion require that Grantee (or any of its subcontractors) obtain additional insurance coverage (e.g., professional liability or other coverage) or increase the amount of insurance coverage for existing policies required under this Agreement or the Grant Contracts. Grantee shall promptly obtain, and Grantee shall ensure that any subcontractor shall promptly obtain, any such additional insurance coverage or increased insurance coverage.
- f. General Insurance Provisions. Grantee will provide evidence of any insurance coverage to CIBHS within five (5) business days after the Effective Date. The certificates of insurance must include the name of the project: California Youth Opioid Response Program. It is understood and agreed that CIBHS shall not pay any sum to Grantee under this Agreement unless all insurance required by this Agreement is in force at the time that Services subject to such payment are rendered and Grantee has delivered evidence of same to CIBHS. Grantee agrees to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage on an annual basis. Grantee's general liability, auto liability and



professional insurance must be issued by responsible insurance companies, maintaining an A.M. Best's Rating of A-VI or better. Upon failure of Grantee to furnish, deliver and maintain such insurance as above provided, this contract, at the election of CIBHS, may be suspended, discontinued or terminated. Failure of Grantee to purchase and/or maintain any required insurance shall not relieve Grantee from any liability or indemnification under the Agreement.

- g. Insurance Costs. For the avoidance of doubt, CIBHS will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

15) **Disclosures of Violations of Federal Criminal Law.** The Grantee shall timely disclose, in writing to CIBHS all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Grant Contracts or the Services.

16) **Recovery of Overpayments.** If an audit by CIBHS, SHF, DHCS, or any other third party results in a finding that Grantee received an overpayment, Grantee shall promptly remit to CIBHS the overpaid funds in full within thirty (30) days of CIBHS's request for such repayment, or upon mutual consent of the Parties, the Parties may establish a repayment schedule for such funds. Interest on the overpayment shall accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund of the Office of the State Treasurer of California commencing on the date that an audit or examination finding is mailed to the Grantee, beginning thirty (30) days after the Grantee's receipt of CIBHS's demand for repayment.

17) **HIPAA Business Associate Addendum:** At CIBHS' request, Grantee agrees to execute a business associate addendum under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations in form and substance contemplated by the Grant Contracts.

### III. OBLIGATIONS OF CIBHS

1) **Payment.** CIBHS shall authorize payment to Grantee to reimburse Grantee for its actual costs of providing the Services, or upon completion of certain deliverables or products associated with the Services, as specified in the Contract Deliverables and Budget, and on the terms and subject to the conditions set forth in this Agreement.

In no event shall total payment for Services under this Agreement exceed \_\_\_\_\_. This amount shall not be construed as a guaranteed sum, and compensation shall be based upon the Budget as the Budget may be adjusted by CIBHS in accordance with the terms hereof.

Notwithstanding the foregoing or any contrary provision of this Agreement, CIBHS will have no obligation to pay Grantee until CIBHS has received funds for such payment from SHF or DHCS, as the case may be.

- 2) **Taxes.** Unless otherwise expressly provided in the Budget, (i) Grantee shall be solely responsible for any applicable sales or use tax; and (ii) all Grantee's fees and expenses set forth in the Budget are deemed inclusive of all forms and types of taxes in all jurisdictions. In no event will CIBHS owe any taxes attributable to Grantee's income.
- 3) **Reimbursement of Expenses (Travel and Per Diem).** Grantee's reimbursement for travel and per diem expenses associated with performing the Services shall not exceed the rates currently in effect, set forth in Section 2 of Attachment I (rates published by the California Department of Human Resources, ("CalHR") as of the Effective Date). If the CalHR travel reimbursement rates change during the Term, the updated travel reimbursement rates shall apply upon their effective date, and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from CIBHS. Any authorization shall be confirmed in writing and may be in the form of fax or email confirmation.
- 4) **Invoices and Reports.** Payment by CIBHS for Services shall be made only upon presentation by Grantee of an invoice, all applicable performance and cost reports containing descriptions of Grantee's costs supporting the amounts on the invoice, and other supporting documentation CIBHS may request, in the manner and form prescribed by CIBHS.

#### IV. REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTEE

- 1) **No Conflict; Binding Obligation.** Grantee is a legal entity (if applicable), duly formed and validly existing under the laws of the State of California. Grantee represents and warrants to CIBHS that, as of the Effective Date, neither the execution, delivery nor performance of this Agreement constitutes a breach or violation of any contract or agreement to which Grantee is a party or by which it

is bound and during the Term Grantee will not acquire any interests or obligations which conflict with or hamper its ability to perform as required by this Agreement.

- 2) **Due Authorization.** The execution and delivery of the Agreement and the performance of Grantee's obligations hereunder have been duly authorized by all necessary action of Grantee. The person signing this Agreement on behalf of Grantee is a duly authorized officer of the Grantee and has the legal capacity to execute and deliver this Agreement on behalf of Grantee.
- 3) **Professional Performance.** Grantee covenants to CIBHS that, during the Term, Grantee will perform the Services in a professional and workmanlike manner.
- 4) **Binding Obligation.** The Agreement is a valid and legal agreement binding the Grantee, and enforceable in accordance with its terms, subject only to bankruptcy, insolvency, reorganization, moratoriums, or similar laws at the time in effect affecting the enforceability or rights of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.
- 5) **Compliance with Laws; No Discrimination; No Harassment.** During the Term, Grantee shall comply, and shall ensure that each of its subcontractors complies, with all applicable laws, regulations, ordinances, and other legal requirements, including, but not limited to, all laws relating to confidentiality, privacy, and information security, non-discrimination and harassment, applicable sections of 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For HHS Awards), the California Fair Employment and Housing Act (Cal. Gov. Code § 12900 *et seq.*), and the applicable regulations promulgated thereunder (including 2 C.C.R. § 11102). By way of example and not by way of limitation, Grantee shall not, and shall ensure that each of its subcontractors does not, unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition (including HIV and AIDS status), age, or marital status, nor shall family care leave be denied, except as permitted under applicable law.
- 6) **Conflicts of Interest.** The Grantee shall disclose in writing to CIBHS any potential conflict of interest in accordance with Health and Human Services' (the "HHS") grant policy.

- 7) **Americans with Disabilities Act.** Grantee agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (the “EIT”) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.
- 8) **Non-Infringement.** All materials produced by or on behalf of Grantee or its subcontractors in connection with the Services shall be free from materials that infringe the copyright, trademark, or other intellectual property rights of third parties.
- 9) **Confidentiality of Information.** The Grantee agrees to comply with, and shall ensure that any of its subcontractors shall comply with, all confidentiality and non-disclosure requirements applicable to the services performed under this Agreement including, without limitation, the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations at 42 CFR Part 2. Without limiting the generality of the foregoing, the Grantee and its employees, agents, or subcontractors shall maintain the confidentiality of, and shall protect from unauthorized disclosure, the names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Grantee, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person. In addition, the Grantee and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Grantee's obligations under this Agreement.

## V. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 1) **Indemnity by Grantee.** Grantee, at its own expense, shall indemnify, defend and hold CIBHS, its directors, officers, employees, agents, affiliates, designees and assignees (collectively, the “Indemnitees”) harmless from and against any and all suits, causes of action, proceedings, loss, damage, liability or expense, including

defense costs and legal fees, and claims of any nature, including but not limited to, damage to property and personal injuries, including death, arising out of or resulting from any negligent act or omission of Grantee, any of its subcontractors or agents, or any of their respective directors, officers, employees, agents, affiliates, designees and assignees, relating to their performance on behalf of Grantee under or relating to this Agreement. Grantee, at its expense, shall defend any suit or dispose of any claim or other proceeding brought against the Indemnitees on account of such damage or injury, and shall pay all expenses, including attorney's fees, and satisfy all judgments which may be incurred by or rendered against the Indemnitees. The Indemnitees shall maintain full control and all decision-making rights in connection with any suits, causes of action, or proceedings described in this Section V(1) (Indemnity by Grantee).

- 2) **Limitations of Liability.** In no event shall CIBHS be liable to the Grantee for claims directly arising from this Agreement for: (i) any amount beyond the specified amount payable to Grantee hereunder, or (ii) any indirect, incidental, consequential, special, or punitive losses, including lost profits. The Parties agree that this limitation of liability reflects the allocation of risk among the Parties and the payment agreed upon herein reflects this limitation of liability. Upon receipt of the final payment due to Grantee pursuant to this Agreement, Grantee agrees to release and discharge CIBHS and all Indemnitees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from or related to the Agreement.

## VI. GENERAL PROVISIONS

- 1) **Entire Agreement.** This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or agreements whether written or oral. All attachments to this Agreement are incorporated and made a part of this Agreement by this reference.
- 2) **Interpretation.** In the event of a conflict between the body of this Agreement and any of its attachments, the following order of priority shall be given to interpreting the intent of the Parties with respect to such documents: (1) Attachment I (Special Terms and Conditions From Prime Contract), (2) the body of this Agreement, (3) Attachment II (Contract Deliverables), (4) Attachment III (Budget), and (5) Attachment IV (Subcontractors).

- 3) **Waiver.** The failure of either Party to require performance by the other Party of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative and in addition to every other remedy available at law or in equity.
- 4) **Relationship.** Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between Grantee and CIBHS, and neither Party shall have the right, power or authority to obligate or bind the other Party in any manner whatsoever, except as otherwise expressly agreed in writing.
- 5) **Use of CIBHS Name and Logo.** Except as provided in Section II(7) (Acknowledgement of Financial Support), Grantee shall not use the CIBHS name or logo in any written materials or publications without CIBHS's express prior written consent.
- 6) **Public Communications.** Electronic and printed documents developed and produced, for public communications shall comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act.
- 7) **Assignment and Delegation.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Grantee (including through a change in control of Grantee, or other assignment as a matter of law) without the prior written consent of CIBHS. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assignees of the Parties hereto.
- 8) **Severability.** If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced as if such provision had not been included, or had been modified as above provided, as the case may be.

- 9) **Paragraph Headings.** The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.
- 10) **Survival.** The respective rights and obligations of the Parties under Sections II (Obligations of Grantee), IV (Representations, Warranties, and Covenants of Grantee), V (Indemnification and Limitation of Liability), and VI (General Provision) shall survive the termination or expiration of this Agreement.
- 11) **Amendment.** Except as otherwise set forth in this Agreement, this Agreement may not be modified or amended, except in writing by each Party. The Parties agree to take such action as is necessary to amend this Agreement from time to time for CIBHS to comply with applicable legal requirements, the Grant Contracts, and any other state or federal grants.
- 12) **No Third Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement is not intended to confer, nor shall anything in this Agreement confer, upon any person other than the Parties hereto, any rights, remedies, obligations, or liabilities whatsoever.
- 13) **Notices.** Any notices to be given hereunder shall be made via U.S. mail or express courier or hand delivery to the other Party's address set forth on the first page of this Agreement.
- 14) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any suit or proceeding relating to this Agreement will be brought in the exclusive jurisdiction of the state or federal court in Sacramento, California. Each of the Parties consent to the exclusive personal jurisdiction and venue of such court.
- 15) **Costs and Attorney Fees.** Except as set forth in Section V(1) (Indemnity by Grantee), each Party shall pay their own attorney fees, court costs, costs of investigation, expert fees and other related expenses incurred in connection with any enforcement of rights under this Agreement. Except as otherwise expressly set forth herein, each Party shall be responsible for all expenses incurred by it in the course of its performance under this Agreement.



- 16) **Injunctive Relief.** The Parties recognize that a remedy at law for a breach of the provisions of this Agreement may not be adequate, and accordingly the Parties shall have the right to obtain, in addition to any other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement.
- 17) **Ambiguities.** The language used in this Agreement shall be deemed to be jointly drafted by the Parties, and no rule of strict construction shall be applied for or against any Party by reason of such Party being deemed the principal drafter of this Agreement.
- 18) **Counterparts.** This Agreement may be executed in multiple counterparts, including by electronic signature and exchange of documents in .PDF format, each of which shall be deemed to be an original, and all such counterparts shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date by their duly authorized representatives.

**Grantee:**

**CIBHS:**

\_\_\_\_\_

California Institute for Behavioral  
Health Solutions  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

Percy Howard III, LCSW  
\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

President and CEO  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Tax ID #*

68-0314970  
\_\_\_\_\_  
*Tax ID #*

*Signature Page to California Youth Opioid Response Services Contract*

**Attachment I**  
**Special Terms and Conditions From Prime Contract**

## **Exhibit D**

### **Special Terms and Conditions**

The provisions herein apply to this Agreement **unless** the applicable conditions do not exist, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the provisions are removed by reference on the face of this Agreement.

The use of headings or titles throughout this exhibit is for convenience only and will not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" will also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" will all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.).

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## 1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, "Office of the Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## **2. Travel and Per Diem Reimbursement**

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement will, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates will apply upon their effective date and no amendment to this Agreement will be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California will be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

### 3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

#### a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions will apply:

- 1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- 2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities (including state colleges/universities and auxiliary organizations)**, whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.



- 1) Equipment/property purchases must not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor must make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS will be deducted from the funds available in this Agreement. Contractor will submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- 2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- 3) Nonprofit organizations and commercial businesses must use a procurement system that meets the following standards:
  - a) Maintain a code or standard of conduct that will govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent will participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
  - b) Procurements must be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - c) Procurements must be conducted in a manner that provides for all of the following:
    - i. Avoid purchasing unnecessary or duplicate items.
    - ii. Equipment/property solicitations must be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - iii. Take positive steps to utilize small and veteran owned businesses.
  - d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or

desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) must also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### **4. Equipment / Property Ownership / Inventory / Disposition**

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 will apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement will be considered state equipment and the property of DHCS.

##### **1) Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor must report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor must use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager.

## **2) Annual Equipment/Property Inventory**

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor must submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager. Contractor must:

- a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
  - b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
  - c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to State equipment and/or property will not be affected by its incorporation or attachment to any property not owned by the State.
  - c. Unless otherwise stipulated, DHCS will be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
  - d. The Contractor and/or Subcontractor must maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- 1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor must immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor must promptly submit one copy of the theft report to the DHCS Program Contract Manager.

- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor must provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and must, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property will be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions will be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

**g. Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- 1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor must return such vehicles to DHCS and must deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- 2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California will be the legal owner of said motor vehicles and the Contractor will be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- 3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator must also hold a State of California Class B driver's license.
- 4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, must provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

### **Automobile Liability Insurance**

- a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- b) The Contractor and/or Subcontractor must, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance must identify the DHCS contract or agreement number for which the insurance applies.
- c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
  - II. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - III. The insurance carrier must notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices will contain a reference to each agreement number for which the insurance was obtained.
- f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance

Management. The Contractor will be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services will be performed prior to obtaining said approval.

- g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## **5. Subcontract Requirements**

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor must obtain at least three bids or justify a sole source award.
  - 1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - 2) DHCS may identify the information needed to fulfill this requirement.
  - 3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - a) A local governmental entity or the federal government,
    - b) A State college or State university from any State,
    - c) A Joint Powers Authority,
    - d) An auxiliary organization of a California State University or a California community college,
    - e) A foundation organized to support the Board of Governors of the California Community Colleges,
    - f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
    - g) Firms or individuals proposed for use and approved by DHCS' funding program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
    - h) Entities and/or service types identified as exempt from advertising and competitive bidding in [State Contracting Manual Volume 1 Chapter 5 Section 5.80 Subsection B.](#)

- i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.
- b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority
  - 1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, DHCS will:
    - a) Obtain approval from DGS to use said subcontracts, or
    - b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or
    - c) Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.
  - 2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, must not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS will inform the Contractor when DHCS has obtained appropriate approval to use said subcontractors.
- c. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
  - 1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor must take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
  - 2) The requirements specified in Provision 28 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" will apply to the use and substitution of DVBE subcontractors.
  - 3) The requirements specified in Provision 30 entitled, "Use of Small Business Subcontractors" will apply to the use and substitution of small business subcontractors.
- d. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers must be confirmed in writing by DHCS.

- e. Contractor must maintain a copy of each subcontract entered into in support of this Agreement and must, upon request by DHCS, make copies available for approval, inspection, or audit.
- f. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- g. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- h. When entering into a consulting agreement with DHCS, the contract must include detailed criteria and a mandatory progress schedule for the performance of the contract, and must require Contractor to provide a detailed analysis of the costs of performing the contract.
- i. The Contractor must ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:  
  
"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- k. Unless otherwise stipulated in writing by DHCS, the Contractor will be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- l. Contractor must, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 32, 37, 38 and/or other numbered provisions herein that are deemed applicable.

## **6. Income Restrictions**

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement must be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.



## 7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records must be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) § 8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.
- d. The Contractor and/or Subcontractor must preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code (Mil. & Vet. Code) § 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - 1) If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.
  - 2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other

data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- f. For agreements with non-profit entities funded in part or whole with federal funds in the amount of \$750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.
- g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of \$25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

## **8. Site Inspection**

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor must provide and must require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

## **9. Federal Contract Funds**

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days

advance written notice or to amend the Agreement to reflect any reduction in funds.

## **10. Termination**

### **a. For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State will be deducted from any sum due the Contractor under this Agreement and the balance, if any, will be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State will pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

### **b. For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

## **11. Intellectual Property Rights**

(Applicable to all agreements that may be fund, in whole or part, the creation and development Intellectual Property.)

- a. The State will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to the State from the moment of creation.
- b. The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.
- c. Contractor agrees to cooperate with State and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.
- d. Contractor agrees to cooperate with the State in assuring the State's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor must require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to the State all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the subcontractor, Contractor or the State and which result from this Agreement or any subcontract.
- e. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.
- f. Contractor will retain title to all of its Intellectual Property to the extent such intellectual Property is in existence prior to the effective date of this Agreement. **Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below)**, Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in

the Intellectual Property resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

- g. In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.
- h. Contractor represents and warrants that:
  - 1) It is free to enter into and fully perform this Agreement.
  - 2) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
  - 3) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
  - 4) Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.
  - 5) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.
  - 6) It has not granted and will not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the State in this Agreement.
  - 7) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition,

operation or maintenance of computer software in violation of copyright laws.

- 8) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- i. THE STATE MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.
- j. INTELLECTUAL PROPERTY INDEMNITY
  - 1) Contractor must indemnify, defend and hold harmless the State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of the State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement. This indemnity obligation will apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. The State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the State.
  - 2) Should any Intellectual Property licensed by the Contractor to the State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve the State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to the State. The State will have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for the State to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, the State will be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in

equity.

- 3) Contractor agrees that damages alone would be inadequate to compensate the State for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges the State would suffer irreparable harm in the event of such breach and agrees the State will be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.
- k. If this Agreement is funded in whole or part by federal funds, the State will retain all Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement pursuant to applicable federal law including, but not limited to, 45 C.F.R. § 75.322 and 45 C.F.R. § 95.617, except as provided in 37 C.F.R. Part 401.14. However, the federal government will have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- l. The provisions set forth herein will survive any termination or expiration of this Agreement.

## **12. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended.

## **13. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor must obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor must acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

#### **14. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors must protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors must not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors must promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor must not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity will include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

#### **15. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Gov. Code § 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement must contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

#### **16. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance



between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

- 1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor must direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief will render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief will respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - 2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor must include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal must be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee will be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee will be the final administrative determination by the Department.
- b. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence will be directed to the DHCS Program Contract Manager.
  - c. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor will be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.
  - e. Notwithstanding any dispute, the Contractor shall diligently continue performance of the Contract (including matters subject to dispute to the maximum extent possible).

## **17. Subrecipient Compliance**

(Applicable to agreements in which a Subrecipient receives federal funding. This does not apply to Medi-Cal programs.)

Per 2 C.F.R. § 200.93, a Subrecipient is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Subrecipients must comply with certain requirements, including without limitation, audit requirements, as set forth in 2 C.F.R. Part 200, as applicable to Subrecipients. Subrecipients may be subject to applicable monitoring activities by DHCS as required in 2 C.F.R. § 200.332.

## **18. Human Subjects Use Requirements**

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. § 263a (CLIA) and the regulations thereunder.

## **19. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 C.F.R. Part 180, 2 C.F.R. Part 376.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - 2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

- 4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - 5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 C.F.R. Part 180, Subpart C as supplemented by 2 C.F.R. Part 376.
  - 6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R. part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - 7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor must submit an explanation to the DHCS Program Contract Manager.
  - d. The terms and definitions herein have the meanings set out in 2 C.F.R. Part 180 as supplemented by 2 C.F.R. Part 376.
  - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

## **20. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of

an administrative compliance order on the responsible party.

- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

## **21. Drug Free Workplace Act of 1988**

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.
- e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

## **22. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full

amount of such commission, percentage, and brokerage or contingent fee.

### **23. Payment Withholds**

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

### **24. Progress Reports or Meetings**

(Applicable to consultant service agreements and, at DHCS' option, other agreements.)

- a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- b. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

### **25. Performance Evaluation**

- a. For all consultant service agreements of \$5000 or more:
  - 1) The Contractor's performance under this Agreement will be evaluated at the conclusion of the term of this Agreement. The evaluation will include, but not be limited to:
    - a) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.
    - b) Whether the contracted work or services met the quality standards specified in the Agreement.
    - c) Whether the Contractor fulfilled all requirements of the Agreement and if not, in what ways the Contractor did not fulfill the contract.
    - d) Factors outside the control of the Contractor, which caused difficulties in Contractor performance. Factors outside the control of the Contractor will not include a Subcontractor's poor performance.
    - e) Other information the awarding agency may require.
    - f) How the Contract results and findings will be utilized to meet the agency goals.

2) The evaluation of the Contractor will not be a public record.

b. For all other agreements except grant agreements:

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation will not be a public record and will remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

## **26. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature will be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision will not be construed to extend to this Agreement if made with a corporation for its general benefits.

## **27. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

## **28. Use of Disabled Veteran's Business Enterprises (DVBE)**

(Applicable to agreements over \$10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

- a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.
- b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.
- c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Mil. & Vet. Code § 999 et seq. in that should award of this Contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Mil. & Vet. Code § 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the DGS prior to the commencement of any work by the proposed subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

- d. Requests for DVBE subcontractor substitution must include:
  - 1) A written explanation of the reason for the DVBE substitution.
  - 2) A written description of the business enterprise that will be substituted, including its DVBE certification status and contact information.
  - 3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.
  - 4) One or more of the permissible justifications for substituting a DVBE subcontractor as found in 2 C.C.R. § 1896.73(g).
- e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Mil. & Vet. Code § 999.9 and other applicable State laws.
- f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:
  - 1) The total amount the prime Contractor received under the Agreement;
  - 2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;
  - 3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;
  - 4) That all payments under the Contract have been made to the DVBE(s); and
  - 5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.
- g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold \$10,000 from the final payment, or the full payment if less than \$10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. (Mil. & Vet. Code § 999.7.)
- h. A person or entity that knowingly provides false information will be subject to a

civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)

- i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in § 999 of the Mil. & Vet. Code, including, but not limited to, the requirements of § 999.5(d).

## **29. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts must be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors must take all of the following steps to further this goal.

- a. Ensure that small businesses, minority-owned firms and women's business enterprises are used to the fullest extent practicable.
- b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms and women's business enterprises.
- c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

## **30. Use of Small Business Subcontractors**

(Only applicable to agreements awarded in part due to the granting of small business preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

- a. All Small Business Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.
- b. Contractor agrees to use each small business subcontractor/supplier, as identified in previously submitted Small Business Preference Request



attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHCS, in writing (including email or fax), prior to using a proposed substitute subcontractor.

- c. Requests for substitution must be approved by the funding program and must include, at a minimum:
  - 1) An explanation of the reason for the substitution.
  - 2) A written description of the business enterprise that will be substituted, including its small business certification status and contact information.
  - 3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled.
  - 4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to 2 C.C.R. § 1896.15.
- d. DHCS may consent to the substitution if allowed by applicable State laws.
- e. Prior to the approval of the prime contractor's request for the substitution, the funding program will give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified will have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections will constitute the listed subcontractor's consent to the substitution. If written objections are filed, DHCS will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by DHCS on the prime contractor's request for substitution.
- f. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to DHCS, or failure to follow applicable substitution rules and regulations will be grounds for DGS to impose sanctions pursuant to Gov. Code § 14842.5 and 2 C.C.R. § 1896.92. In the event such sanction are to be imposed, the Contractor be notified in writing and entitled to a hearing pursuant to Gov. Code § 14842. and 2 C.C.R. § 1896.18 and § 1896.20.
- g. If requested by DHCS, Contractor agrees to provide documentation/verification, in a form agreed to by DHCS, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

### **31. Alien Ineligibility Certification**

(Applicable to sole proprietors entering into federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. § 1601, et seq.)

### **32. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Gov. Code §§ 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee must, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

### **33. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with § 100525) of Chapter 3 of Part 1 of Division 101 of the Health & Saf. Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - 1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - 2) Director's and executive committee member's fees.

- 3) Incentive awards and/or bonus incentive pay.
  - 4) Allowances for off-site pay.
  - 5) Location allowances.
  - 6) Hardship pay.
  - 7) Cost-of-living differentials.
- c. Specific allowable fringe benefits include:
- 1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
- 1) Be necessary and reasonable for the performance of the Agreement.
  - 2) Be determined in accordance with generally accepted accounting principles.
  - 3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits must be at actual cost.
- f. Earned/Accrued Compensation
- 1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
  - 2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
  - 3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

### **34. Suspension or Stop Work Notification**

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification will remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
  - 1) Upon receipt of a suspension or stop work notification, the Contractor must immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
  - 2) Within 90 days of the issuance of a suspension or stop work notification, DHCS will either:

- a) Cancel, extend, or modify the suspension or stop work notification; or
- b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification will require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS will allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS will not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

### **35. Public Communications**

"Electronic and printed documents developed and produced, for public communications must follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

### **36. Legal Services Contract Requirements**

(Applicable only to agreements involving the performance of legal services.)

The Contractor must:

- a. Adhere to legal cost and billing guidelines designated by DHCS.
- b. Adhere to litigation plans designated by DHCS.
- c. Adhere to case phasing of activities designated by DHCS.
- d. Submit and adhere to legal budgets as designated by DHCS.
- e. Maintain legal malpractice insurance in an amount not less than the amount designated by DHCS. Said amount must be indicated in a separate letter to the Contractor.

- f. Submit to legal bill audits and law firm audits if requested by DHCS. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by DHCS for such purpose.
- g. Applicable only to legal agreements of \$50,000 or more:

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

### **37. Compliance with Statutes and Regulations**

- a. The Contractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.
- b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations and they will supersede any conflicting provisions in this Agreement.

### **38. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

- a. Certification and Disclosure Requirements
  - 1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, must file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
  - 2) Each recipient must file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that

contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- 3) Each recipient must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- 4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant must file a certification, and a disclosure form, if required, to the next tier above.
- 5) All disclosure forms (but not certifications) must be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person must forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment II**  
**Contract Deliverables**



Exhibit B

YOR 4 California Contract Deliverables

Grantee Name:

Unduplicated clients/encounters:

SERVICE	CONTRACT DELIVERABLES		
Outreach , Education & Community Engagement			
	Events	Staff Hrs	Participants
Outreach/Education School Site			
Outreach/Education In the community			
Outreach/educational material development and distribution			
Youth Advisory Board Meetings			
Youth Drop in Center Visits			
SUD Engagement, Screening, Navigation & Referral			
	Encounters	Staff Hrs	Clients
Contacts			
Screenings			
Navigation Services			
Services for Young People Using Opioids/Stimulants			
	Encounters	Staff Hrs	Clients
Case Management			
Evaluation and Referral for MOUD			
MOUD Services (prescribing Buprenorphine, Methadone and Naltrexone)			
BH EBP Interventions (MH and SUD counseling)			
Recovery Support			

**Attachment III**  
**Budget**

**Attachment III  
Budget**

**City of Fort Bragg Police Department - Care Response Unit**

**Award: \$580,764**

Staff Role	Position	Hrly Rate	FTE	Amount
Admin Staff				
	TBD Grants Analyst	\$28.00	0.500	\$70,378
	Benefits & Taxes			\$7,037
<b>Subtotal</b>				<b>\$77,415</b>
Direct Svce				
	TBD CRU-Y Social Services Liaison	\$38.84	1.000	\$195,249
	TBD Youth Advocate/Administrativ	\$20.00	0.050	\$5,027
	TBD Youth Advocate/Administrativ	\$20.00	0.050	\$5,027
	Patient Transportation	\$0.00	0.000	\$10,000
	Benefits & Taxes			\$157,204
<b>Subtotal</b>				<b>\$372,507</b>
<b>Total</b>				<b>\$449,922</b>

Services & Supplies	Amount
Local Opioid Coalition Support	\$15,000
IT Expense	\$10,000
Program Activities	\$10,000
Staff Travel	\$5,190
Patient Transportation	\$4,500
Staff Training	\$4,100
Outreach & Presentations to Community Agencies	\$3,000
Office Supplies	\$1,800
Printing/Copier	\$1,500
<b>Total</b>	<b>\$55,090</b>

Subcontractors	Amount
No Subs	\$0
<b>Total</b>	<b>\$0</b>

<b>Admin Fee</b>	<b>\$0</b>	<b>Admin Pct</b>	<b>0.0%</b>
<b>Indirect</b>	<b>\$75,752</b>	<b>Indirect Pct</b>	<b>15.0%</b>
<b>Total</b>	<b>\$75,752</b>		

**Total Budget**

**\$580,764**

**Attachment IV**  
**Subcontractors**

**Attachment IV**  
**Subcontractors**

**Grantee:** \_\_\_\_\_

<b>Subcontractor Name</b>	<b>Subcontract Amount</b>	<b>Services Provided</b>



# City of Fort Bragg

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

## Text File

**File Number: 25-230**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Consent Calendar

**Agenda Number:** 5B.

Authorize the City Manager to Execute a License Agreement with Mendocino County Regarding Use of County Property at Fort Bragg Veterans Memorial Building, APN 008-183-02 for the Bainbridge Park Enhancement Project

## LICENSE TO USE COUNTY REAL PROPERTY

This License to Use County Real Property ("Agreement") is made and entered into as of \_\_\_\_\_, 2025 ("Effective Date"), by and between the County of Mendocino ("County"), a political subdivision of the State of California, and the City of Fort Bragg ("City"), a municipal corporation.

### Recitals

This Agreement is entered into pursuant to the following facts:

- A. County owns certain property located at 360 North Harrison Street, in Fort Bragg, California, which is occupied by the Fort Bragg Veterans Memorial Building, APN 008-183-02, the "County Property").
- B. City owns certain property that surrounds the County Property, known as Bainbridge Park, generally located between North Harrison Street, East Laurel Street and North Whipple Street, in Fort Bragg, California (APNs 008-183-01, 008-183-03, 008-183-11, and 008-183-12; the "City Property").
- C. The County and City properties are all generally shown on Exhibit A, attached hereto and incorporated herein by this reference. Exhibit A is used for showing the general location and relationship of the properties involved, but is not a record of survey.
- D. City is undertaking improvements to Bainbridge Park through the Bainbridge Park Enhancement Project, which generally includes the demolition and reconstruction of certain paved pathways through Bainbridge Park that connect the Park and the Veterans Memorial Building to City streets, construction of a new stage pavilion and related accessways, installation of boulders and logs ("site furnishings"), removal of certain landscaping, installation of irrigation lines, and installation of new landscaping (the "Project"). As planned, some of the modifications of the Project will be installed on the County Property. The modifications of the Project that will occur on the County Property are generally shown and described on Exhibit B to this agreement, which is attached hereto and incorporated herein by this reference.
- E. Government Code Section 25526.6 provides that the Board of Supervisors may grant a license to use County real property to a city upon finding that the conveyance is in the public interest and that the interest in the land conveyed will not substantially conflict or interfere with the use of the property by County.
- F. County is amenable to the modifications to the County Property under the Project to be performed by City and is willing to grant a license to the City in order for the City and its contractors to perform said modifications.
- G. The consideration for the license to be granted pursuant to this agreement shall be the City's undertaking of the modifications identified in this agreement and an affirmative commitment of the City to maintain all landscaping and irrigation improvements installed on County Property.

Now, therefore, it is mutually agreed as follows:

1. The above recitals are true and correct and incorporated herein by this reference.
2. Government Code Section 25526.6 Findings. The County finds that the proposed conveyance of the license pursuant to this Agreement is in the public interest, as the

improvements to Bainbridge Park will create an improved public asset for public enjoyment and recreation, and the use and improvement of Bainbridge Park and the area to be licensed under this Agreement will not conflict or interfere with the use of the remainder of the County Property, which will still be useable as a Veterans Memorial Building.

3. County hereby grants to City and City's agents and employees a license to enter upon the County Property, outside of the Veterans Memorial Building, for the purpose of installing and constructing modifications of the Project(the "Licensed Area") , which area is shown on Exhibit C attached hereto and incorporated herein by this reference.
4. City accepts the use of the Licensed Area in an "as is" condition, with County providing no warranties as to the condition of the Licensed Area.
5. The license granted by County to City is for the purpose of installing the modifications of the Project described in Recital D and shown and described on the maps attached to this Agreement as Exhibit B and incorporated herein by this reference, as well as to allow for the City's continuing maintenance of the installations of the Project following Project completion.
6. Prior to commencing the modifications of the Project shown on Exhibit B, City shall prepare and circulate to County a safety plan for the modifications, including any pedestrian recirculation which may be required during the modification work.
7. City agrees that it shall perform the Project only after securing all permits, licenses, or other legal authorizations required. County shall cooperate with City to achieve the completion of the Project.
8. As designed, City's Project will install a portion of the new stage pavilion and certain site furnishings on the County Property. City and County agree to collaborate and discuss possible methods and mechanisms in which a portion or all of the County Property may be conveyed to City in order to most properly consolidate ownership of the land used as Bainbridge Park in the City.
9. Upon completion of the City's Project, City shall leave the County Property in a condition comparable to the condition of said property as of the Effective Date, except for the modifications specified by this Agreement, including repair or replacement of any landscaping, structures, fences, driveways, or other improvements on said property not part of the Project that are removed, damaged or destroyed by City or City's agents or employees, including the Veterans Memorial Building.
10. Following the completion of the City's Project, this License shall continue for City's use of the Licensed Area as part of Bainbridge Park. City shall maintain the irrigation, landscaping, and site furnishings installed on the Licensed Area at its sole cost and expense. County shall have no responsibility to pay for any costs of providing water to said landscaping or maintaining the irrigation system or the landscaping planted on the Licensed Area.
11. City covenants and agrees to indemnify, defend and hold harmless County, and its agents, officers, attorneys, and employees, from any and all claims, demands, damages, costs, liabilities and losses whatsoever (including reasonable attorney's fees and costs incurred in defending claims) alleged or arising out of City's Project, City's use of the County Property, the use of the Licensed Area as part of Bainbridge Park (in particular the site furnishings and new stage pavilion installed as part of the Project) or to attack or set aside the approval of this Agreement.



12. This Agreement shall be effective as of the Effective Date. This Agreement may be terminated either by the written agreement of the parties or by County's providing six (6) month written notice.
13. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of City and County, except as otherwise provided in this Agreement.
14. In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.
15. The parties have herein set forth the whole of their agreement. This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
16. The performance of this Agreement constitutes the entire consideration for said document.

[Signatures on next page.]

**DEPARTMENT FISCAL REVIEW:**

Darcie Antle

DEPARTMENT HEAD

DATE

Budgeted: ☐ Yes ☐ No

Budget Unit: \_\_\_\_\_

Line Item: \_\_\_\_\_

Grant: ☐ Yes ☐ No

Grant No.: \_\_\_\_\_

**CITY OF FORT BRAGG**

By: \_\_\_\_\_

CITY MANAGER

Date: \_\_\_\_\_

ADDRESS OF CITY:

416 North Franklin StreetFort Bragg, CA 95437**COUNTY OF MENDOCINO**

By: \_\_\_\_\_

JOHN HASCHAK, Chair  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

By: \_\_\_\_\_

Deputy

I hereby certify that according to the provisions of  
Government Code section 25103, delivery of this  
document has been made.

DARCIE ANTLE, Clerk of said Board

By: \_\_\_\_\_

Deputy

**INSURANCE REVIEW:**By: Darcie Antle

Risk Management

Date: 06/18/2025**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

By: [Signature]

COUNTY COUNSEL

Date: 06/18/2025**EXECUTIVE OFFICE/FISCAL REVIEW:**By: [Signature]

Deputy CEO or Designee

Date: 06/18/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board  
of Supervisors

Exception to Bid Process Required/Completed ☐ \_\_\_\_\_Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: \_\_\_\_\_



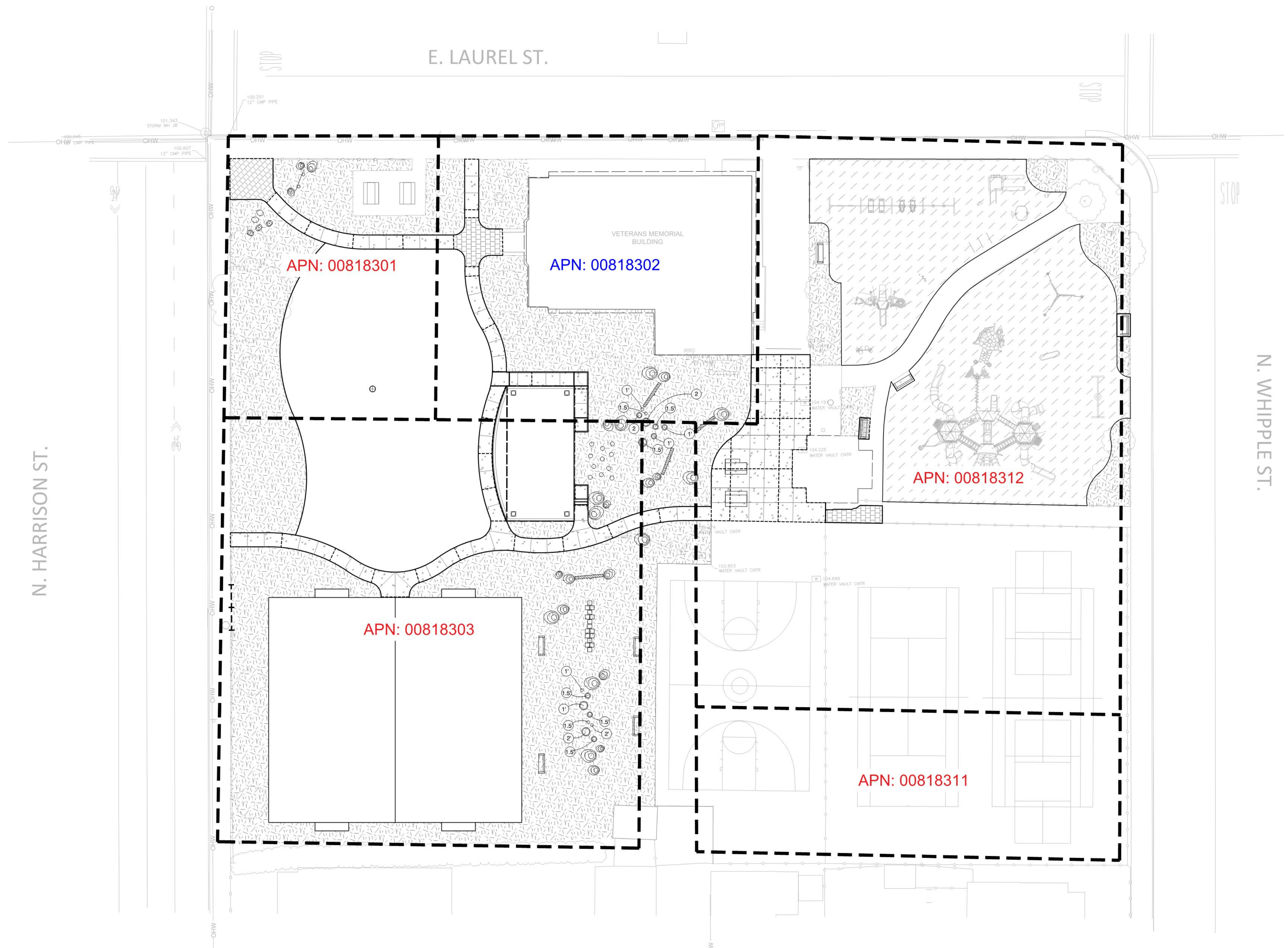


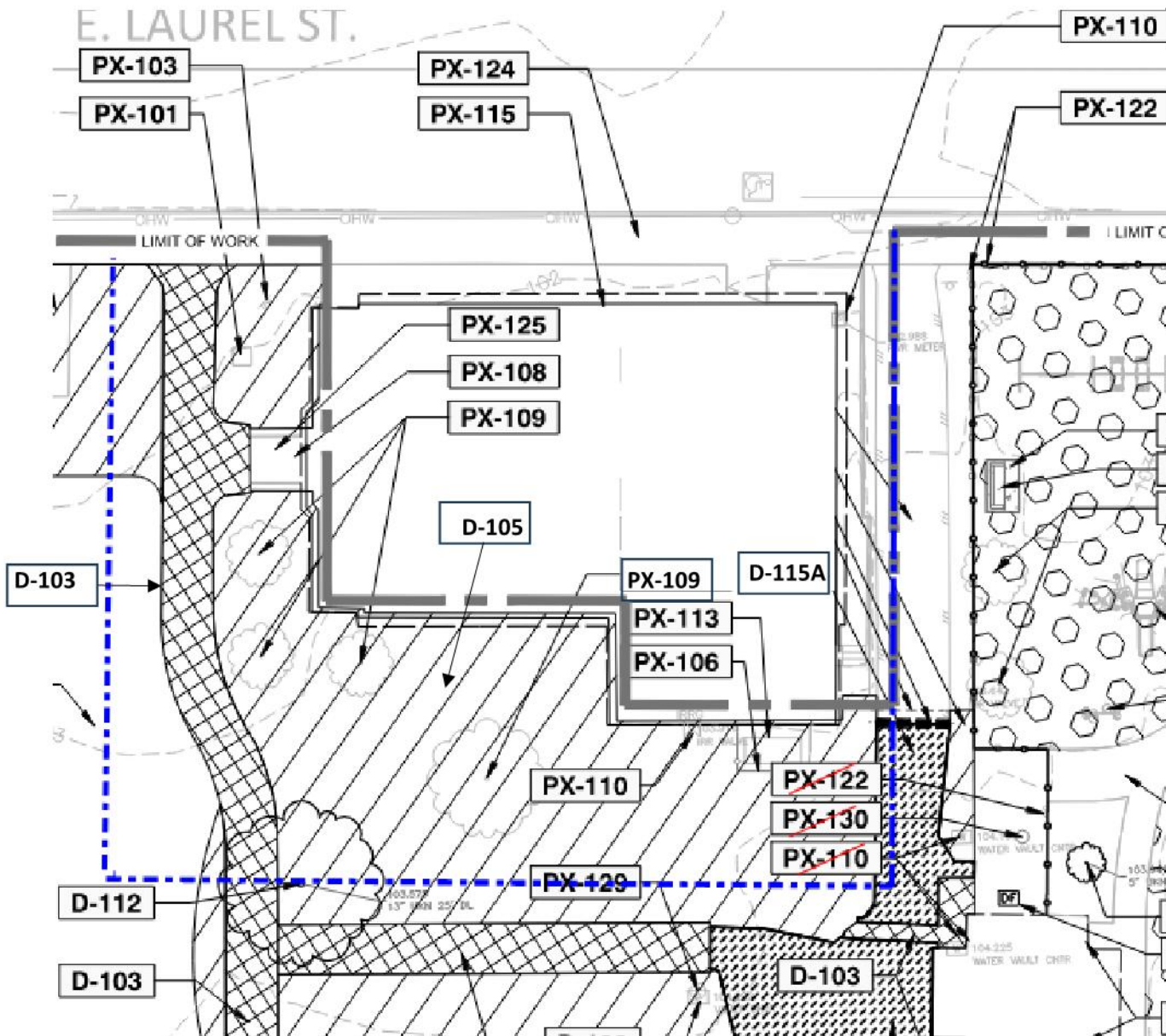
Exhibit A Property Boundaries



--- PARCEL BOUNDARY






# Exhibit B Scope of Work



## Demolition Plan

### Reference Notes

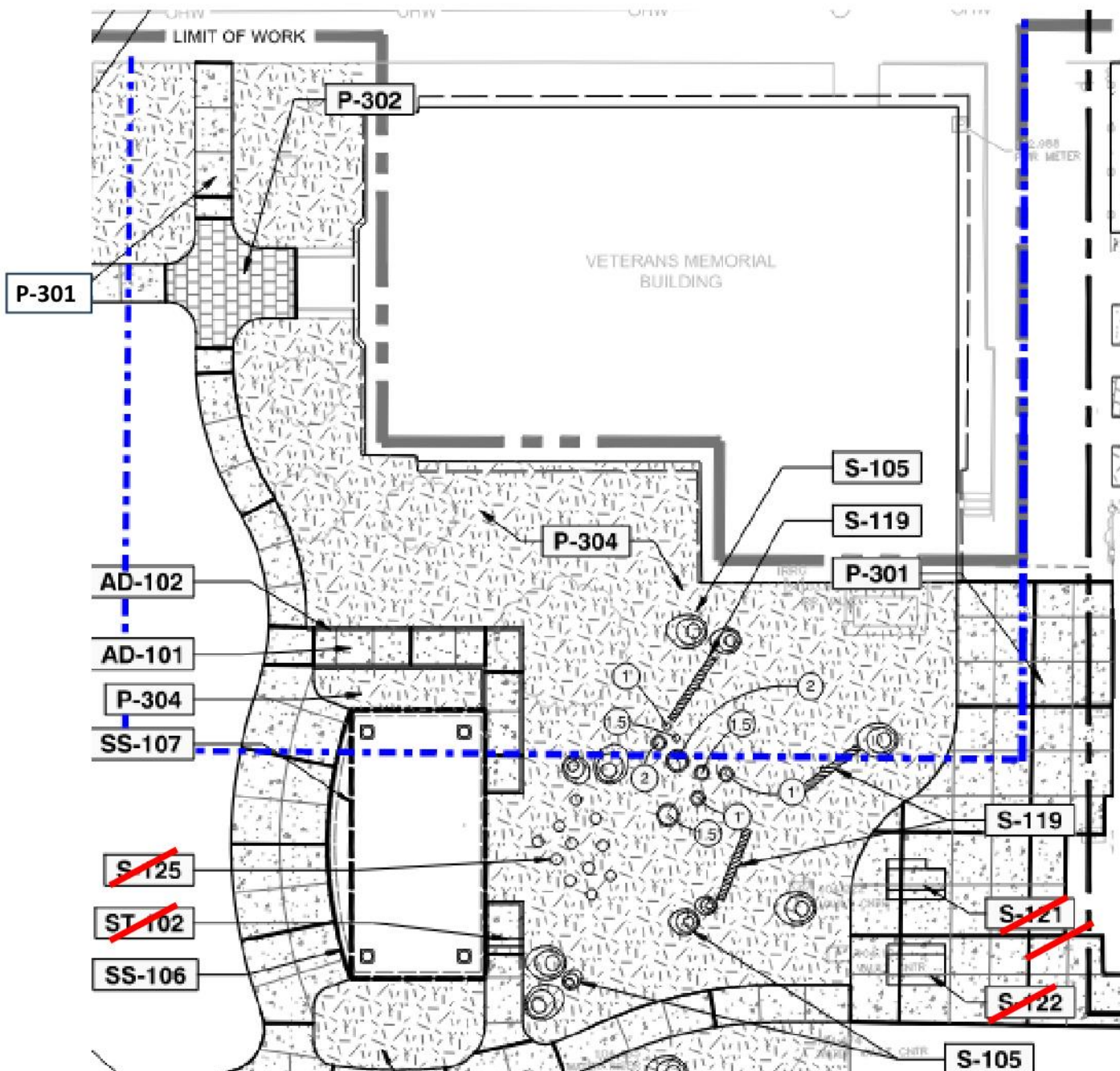
#### Demolition (D-)

-  **D-103** REMOVE EXISTING CONCRETE AND DISPOSE OF OFF-SITE. SAWCUT CLEAN EDGE.
-  **D-105** REMOVE (E) TURF WITHIN PROJECT LIMIT OF WORK. CUT DOWN TO REMOVE ROOTS IN CLEAR AND GRUB PHASE AND DISPOSE OF OFF-SITE. SEE CONSTRUCTION PLAN FOR PROPOSED BOUNDARY. ADJUST (E) IRRIGATION TO NEW TURF EDGE PER IRRIGATION PLAN
- D-112** REMOVE EXISTING TREE, GRIND OUT ALL ROOTS TO 36" DEPTH AND REMOVE ALL GRINDINGS/ORGANIC MATTER, BACKFILL & COMPACT WITH NATIVE SOIL TO 90% DENSITY
-  **D-115A** REMOVE EXISTING ASPHALT AND DISPOSE OF OFF-SITE. SAWCUT CLEAN EDGE. PATCH DAMAGED ASPHALT, SLURRY SEAL ASPHALT TO REMAIN. SEE CONSTRUCTION PLAN FOR BOUNDARY

#### Preserve (PX-)

- PX-101** RETAIN AND PROTECT EXISTING FLAGPOLE
- PX-103** RETAIN AND PROTECT EXISTING SIGN
- PX-106** RETAIN AND PROTECT EXISTING CHAIN LINK FENCE
- PX-108** RETAIN AND PROTECT EXISTING CONCRETE
- PX-109** RETAIN AND PROTECT ALL EXISTING TREES AS LABELED. DETAIL.
- PX-110** RETAIN AND PROTECT EXISTING ABOVE-GROUND SITE UTILITIES INCLUDING POLES, BOXES, AND LIGHTS.
- PX-113** RETAIN AND PROTECT EXISTING DIESEL TANK
- PX-115** RETAIN AND PROTECT EXISTING BUILDING AND ALL ASSOCIATED UTILITIES
- PX-122** RETAIN AND PROTECT EXISTING SIGN ON FENCE
- PX-124** RETAIN AND PROTECT EXISTING STREET SIDEWALK
- PX-125** RETAIN AND PROTECT EXISTING STAIRS AND HANDRAIL

# Construction Plan



## ADA ACCESSIBILITY

- AD-101** RAMP AT PAVILION. SEE DETAIL.
- AD-102** RAILING AT PAVILION. SEE DETAIL.

## PAVING/SURFACING

- P-301** CONCRETE STANDARD GREY, MEDIUM BROOM FINISH. EXPANSION JOINTS PLACED AND SCORE LINES SPACED PER PLAN.
- P-302** ENHANCED CONCRETE WITH DECORATIVE STAMP, STANDARD GREY. STAMP TO MATCH EXISTING CONCRETE IN PLAYGROUND.
- P-304** BARK MULCH 4" DEPTH WITH GEOTEXTILE FABRIC BENEATH, SALVAGED FROM WIGGLY GIGGLY PLAYGROUND

## SITE FURNISHINGS

- S-105** LOCALLY SOURCED BOULDER - SEE BOULDER SCHEDULE FOR SIZES.
- S-119** LOCALLY SOURCED LOG - HORIZONTAL

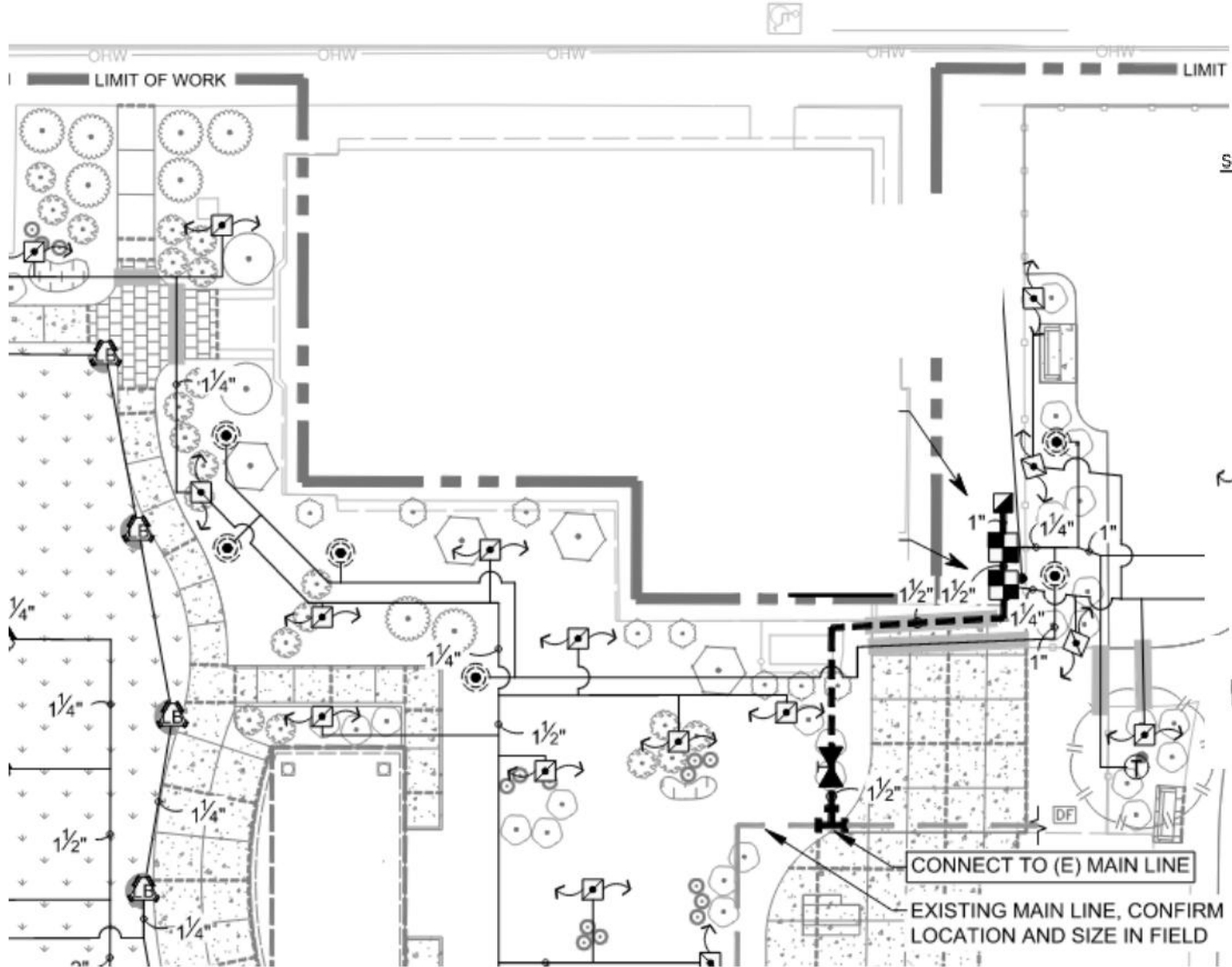
## SITE STRUCTURES

- SS-106** 18" HIGH CONCRETE STAGE. STANDARD GREY, LIGHT BROOM FINISH ON STAGE FLOOR, SMOOTH TROWEL FINISH ALL OTHER SURFACES.
- SS-107** 18' X 36' SIZE PAVILION BY ICON. BASE BID. OWNER PURCHASED CONTRACTOR INSTALLED. SEE DETAIL SHEET L2.5. CONTACT: KYLE KNOX @ PARK PLANET, 541-315-0001

--- Parcel Boundary

City to Maintain Proposed Site Furnishin83





# Irrigation Plan

## SYMBOL



## MANUFACTURER/MODEL

HUNTER MP2000 PROS-04-PRS40-CV-F R



HUNTER MP3000 PROS-04-PRS40-CV-F A



HUNTER MP3000 PROS-04-PRS40-CV-F B



HUNTER MP3500 PROS-04-PRS40-CV-F LB

PIPE TRANSITION POINT TO SHRUB DRIP LINE  
TRANSITION FROM PVC LATERAL TO DOUBLE DRIP LINE  
ROWS AT SHRUB ROWS/GROUPS PER DETAIL. INSTALL WITH  
RISER IN CARSON 910 VALVE BOX.

- DRIP LINE SHALL BE PRESSURE-COMPENSATING HUNTER HDL-06-12-CV DRIP LINE WITH 0.6 GPH FLOW, CHECK VALVE, 12' EMITTER SPACING, OR APPROVED EQUAL.
- BLANK TUBING SHALL BE HUNTER HDL-BLNK, OR EQUAL.
- DRIP TUBING NOT SHOWN ON PLANS.

HUNTER ICZ-101-25  
DRIP CONTROL ZONE KIT. 1IN. ICV GLOBE VALVE WITH 1IN.  
HY100 FILTER SYSTEM. PRESSURE REGULATION: 25PSI.  
FLOW RANGE: 2 GPM TO 20 GPM. 150 MESH STAINLESS  
STEEL SCREEN.

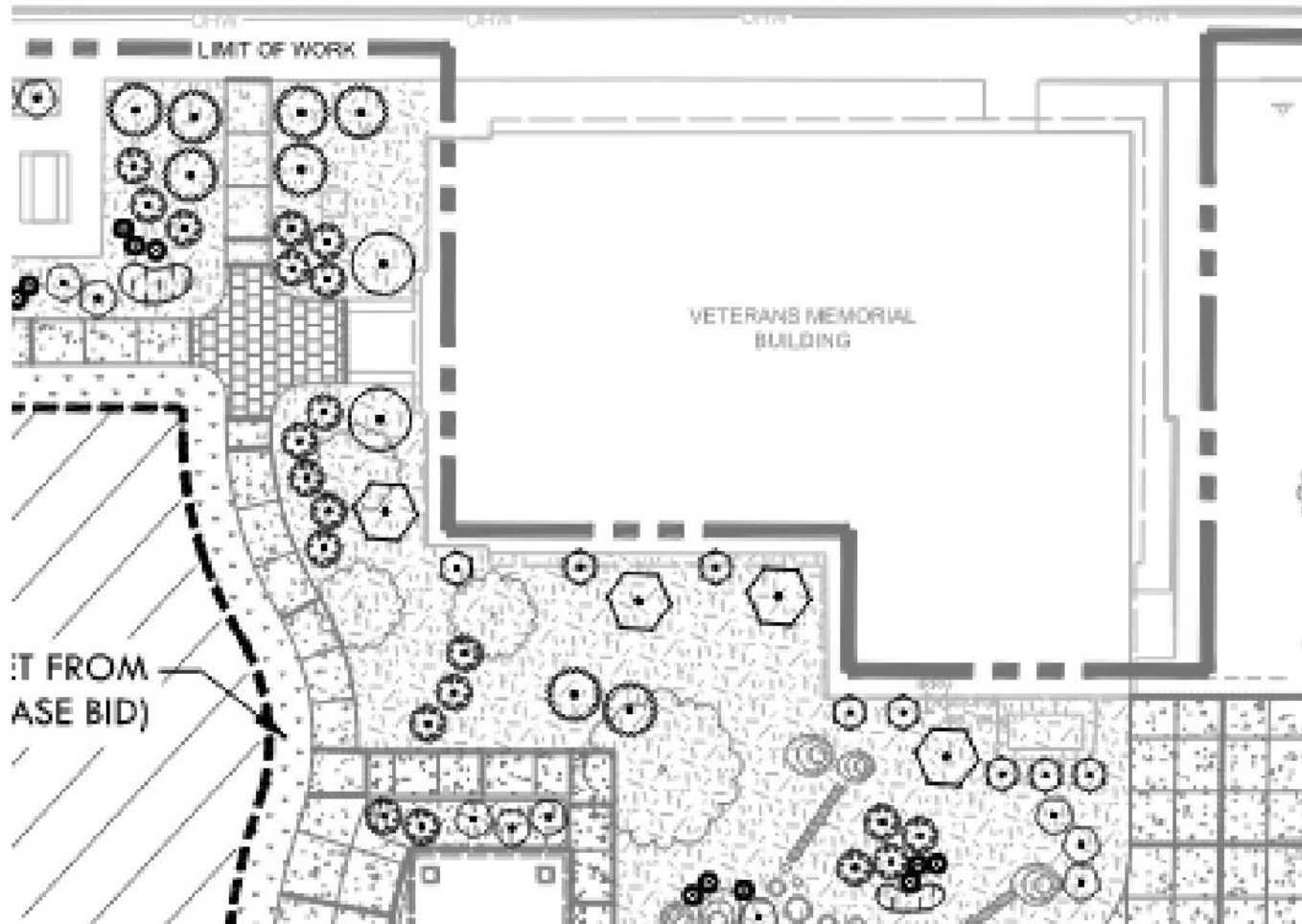
CONNECT TO (E) MAIN LINE

EXISTING MAIN LINE, CONFIRM  
LOCATION AND SIZE IN FIELD

City to Maintain Proposed Irrigation as part of the master irrigation plan

# Landscaping Plan

## PLANT SCHEDULE



SYMBOL	CODE	BOTANICAL NAME
<b>TREES</b>		
	LF	LYONOTHAMNUS FLORIBUNDUS ASPLENIFOLIUS
	MP	MELALEUCA NESOPHILA
	MC	MYRICA CALIFORNICA
<b>SHRUBS</b>		
	CW	CUPRESSUS MACROCARPA 'WILMA GOLDCREST'
	FN	FRANGULA CALIFORNICA 'EVE CASE'
	JI	JUNIPERUS HORIZONTALIS 'MONBER'
	LS	LEUCADENDRON X 'SAFARI SUNSET'
<b>GRASSES</b>		
	CK	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTE'
	CP	CAREX PRAEGRACILIS
<b>GROUNDCOVERS</b>		
	AE	ARCTOSTAPHYLOS X 'EMERALD CARPET'
	CT2	CAREX TESTACEA
<b>TURF SOD</b>		
		BOLERO PLUS SOD AVAILABLE FROM DELTA BLUEGR
		EXISTING TREE

City to Maintain Proposed Plantings



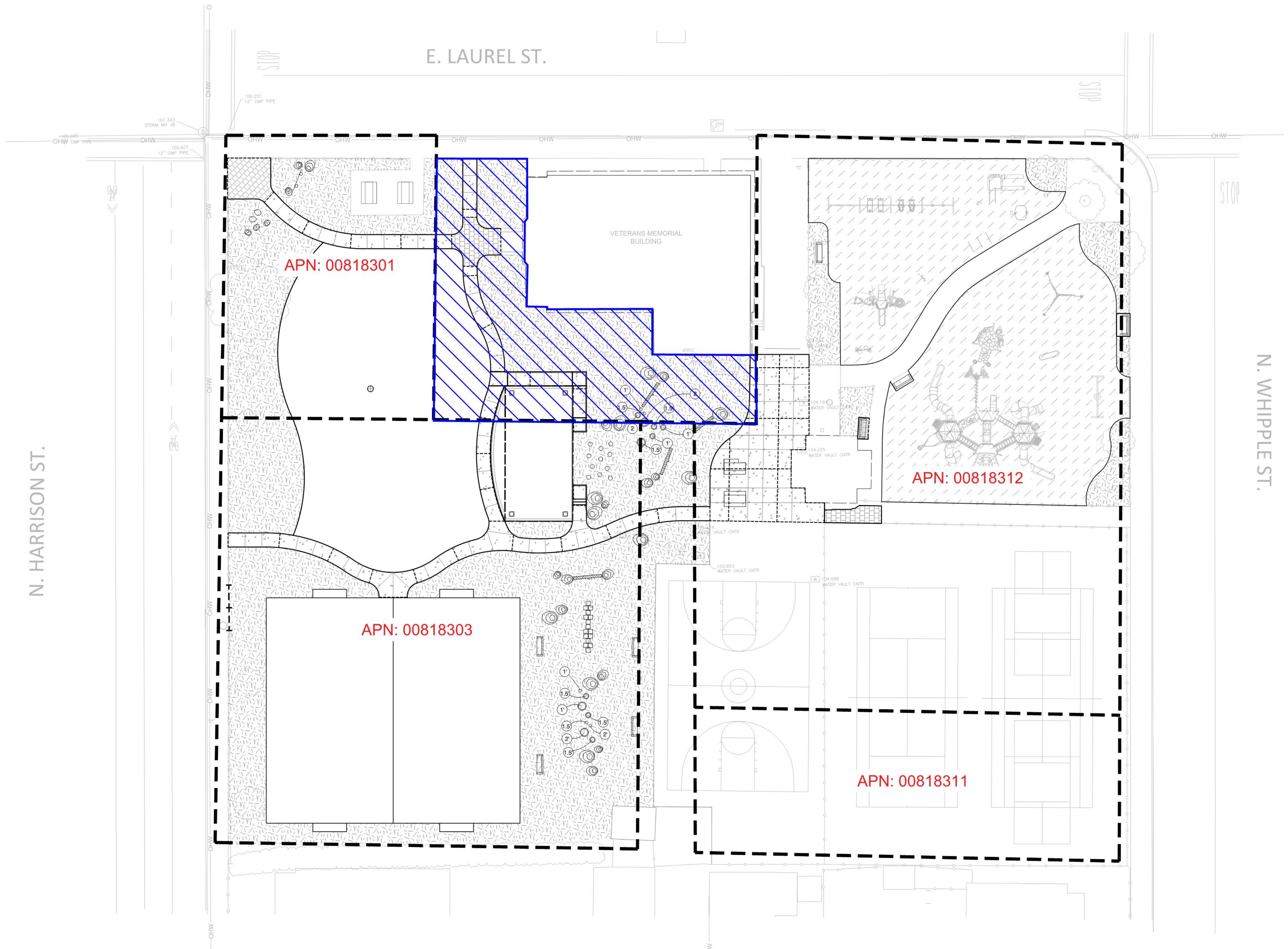


Exhibit C Licensed Area



Area of License



PARCEL BOUNDARY





# City of Fort Bragg

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

## Text File

File Number: 25-231

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5C.

Readopt Master Traffic Resolution; CEQA Exempt 15061(b)(3)

The City Council considers changes to the Master Traffic Resolution a few times each year, as necessary. The last changes were made on May 28, 2024. Since that time, the Traffic Committee has considered four (4) Traffic Modification Requests filed with the City Clerk's Office by members of the community. Four (4) changes are included in this version of the Master Traffic Resolution:

1. Add two (2) Blue Curb spaces at 920 N Franklin St.
2. Add one (1) Passenger Loading Zone (50 feet) to the frontage of 310 S Franklin St.
3. Add two (2) reduced speed school zones:
  - One (1) on Maple Street between S Whipple and Park Streets
  - One (1) on E Laurel Street between N Harold and Alger Streets

**RESOLUTION 1271-2025/A****MASTER TRAFFIC RESOLUTION**

**WHEREAS**, Chapter 10.04 of the Fort Bragg Municipal Code establishes membership of the Traffic Committee to consist of the Chief of Police and Director of Public Works; and

**WHEREAS**, Chapter 10.08 of the Fort Bragg Municipal Code empowers the City Council, by resolution, to cause to be placed and maintained official traffic control devices; and

**WHEREAS**, Chapter 10.10 of the Fort Bragg Municipal Code provides that the City Council has authority to determine the placement of restricted turn signs; and

**WHEREAS**, Chapter 10.12 of the Fort Bragg Municipal Code provides for the City Council to designate by resolution one-way streets and alleys; and

**WHEREAS**, Chapter 10.14 of the Fort Bragg Municipal Code provides that the City Council may by resolution designate any street or portion thereof as through streets, any intersection or any highway (street) railway grade crossing at which vehicles are required to stop; and

**WHEREAS**, Section 10.20.030 of the Fort Bragg Municipal Code provides for the establishment of "no parking areas" by resolution of the City Council and indication of such area by sign or red curb; and

**WHEREAS**, Section 10.20.035 of the Fort Bragg Municipal Code provides for specified private properties to be subject to public traffic regulations; and

**WHEREAS**, certain properties have previously been designated by resolution as being subject to such public traffic regulations as provided by the Fort Bragg Municipal Code at such time as they are properly posted; and

**WHEREAS**, Section 22507 of the State of California Vehicle Code and Sections 10.20.190–215 of the Fort Bragg Municipal Code provide for the limitation of parking; and

**WHEREAS**, Chapter 10.21 of the Fort Bragg Municipal Code establishes the provisions for parking for disabled persons; and

**WHEREAS**, Chapter 10.22 of the Fort Bragg Municipal Code authorizes the City Council to determine the location of loading zones and passenger loading zones; and

**WHEREAS**, Chapter 10.28 of the Fort Bragg Municipal Code establishes prima facie speed limits of 25 mph and identifies the methodology for City Council to lower the speed limits by resolution; and

**WHEREAS**, Chapter 10.30 of the Fort Bragg Municipal Code provides that intersections may be declared to be yield right-of-way intersections; and

**RESOLUTION 1271-2025/A (06-23-2025)**  
**MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG**

**NOW, THEREFORE, BE IT RESOLVED** that Resolution 1271-2024/A is hereby repealed and replaced in full by Resolution 1271-2025/A.

**BE IT FURTHER RESOLVED** that the following traffic and parking regulations and control shall be adopted and enforced pursuant to provisions and penalties of Title 10 of the Fort Bragg Municipal Code.

**A. RIGHT TURN ONLY INTERSECTIONS**

1. From North Noyo Point Road onto South Main Street (1-11-1999)
2. From the private roadway located at the north end of the South Main Street west frontage road onto South Main Street. (11-09-92; moved from Section P; 9-25-2000)

**B. NO LEFT TURNS**

Left turn movements at the following locations are declared to be prohibited:

1. 324 S. Lincoln Street, Redwood Elementary School parking lot. (11-22-2010)
2. 501 N. Main Street, The Brewery Shop at NCBC parking lot.

**C. NO U TURN INTERSECTIONS**

1. The north and eastbound quadrants of the intersection of Harold and Fir Streets.
2. All quadrants of the intersection of Harold and Laurel Streets.
3. All quadrants of the intersection of Harold and Pine Streets.

**D. ONE-WAY STREETS**

1. Alder Street one-way eastbound between Franklin and Main Streets. (1-27-1992; Amended: 11-26-2007)
2. Alley east of Franklin Street, one-way in a northerly direction between Cypress and Walnut Streets. (11-9-1998)
3. Alley between Harold and Corry Streets, one-way in a northerly direction between Pine and Fir Streets.
4. Alley between Main and Franklin Streets one-way in a southerly direction between Laurel and Oak Streets.
5. Alley between McPherson and Franklin Streets, one-way in a southerly direction between Pine and Laurel Streets.
6. Harold Street one-way in a northerly direction between Chestnut and Maple Streets.
7. Laurel Street one-way eastbound between Main and McPherson Streets.
8. North Lincoln Street one-way in a southerly direction between Cedar and Oak Streets. (4-26-1999)
9. South Lincoln Street one-way in a northerly direction between Willow and Oak Streets.
10. Park Street one-way in a southerly direction between Maple and Oak Streets.

**E. THROUGH STREETS**

The following are through streets subject to the provisions of Section 10.14.020 of the Fort Bragg Municipal Code and other provisions of this resolution.

1. Boatyard Street from Highway 20 north to Main Street. (3-22-1993)

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2. Cedar Street from Harold Street to the east city limits.
3. Harold Street from Fir Street to Maple Street.
4. Harrison Street from Winifred Street to Chestnut Street.
5. Main Street from the north city limits to the south city limits.
6. Maple Street from Franklin Street to Lincoln Street.
7. Oak Street from Harold Street to the east city limits.
8. Pine Street from Franklin Street to Harold Street.
9. Redwood Avenue from Main Street to Harold Street.
10. South Street from Franklin Street to the east city limits.

**F. STOP INTERSECTIONS**

On all streets at their intersection with through streets listed above provided that where northbound and southbound through streets cross eastbound and westbound through streets, eastbound and westbound shall have the through traffic and northbound and southbound shall stop, unless it is designated otherwise herein.

1. Alder Street at Franklin Street, four-way stop for all traffic. (11-26-2007)
2. Alder Street at Harold Street for east and westbound traffic.
3. Alder Street at Harrison Street for east and westbound traffic.
4. Alder Street at Main Street for eastbound traffic. (9-25-2000; Amended 11-26-2007)
5. Alley east of Franklin Street at Walnut Street for northbound traffic. (9-25-2000)
6. Azalea Circle at Sanderson Way for eastbound traffic.
7. Boatyard Street at Highway 20 for southbound traffic.
8. Brandon Way at Fir Street for southbound traffic. (4-8-1991)
9. Bush Street at Franklin Street for east and westbound traffic.
10. Bush Street at Harrison Street for east and westbound traffic.
11. Bush Street at Main Street for east and westbound traffic. (9-25-2000)
12. Bush Street at West Street for east and westbound traffic. (1-12-2009)
13. Casa del Noyo Drive at North Harbor Drive for northbound traffic. (7-11-1988)
14. Cedar Street at Harold Street for westbound traffic.
15. Cedar Street at Sanderson Way, four-way stop for all traffic. (4-12-1999)
16. Chestnut Street at Corry and Grove intersection, four-way stop for all traffic.
17. Chestnut Street at Dana Street for westbound traffic. (03-09-2020)
18. Chestnut Street at Harrison Street, four-way stop for all traffic. (4-26-1993)
19. Chestnut Street at Lincoln Street, four-way stop for all traffic.
20. Chestnut Street at Sanderson Way, four-way stop for all traffic.
21. Chief Celeri Drive at Alder Street for north and southbound traffic. (4-8-1991)
22. Chief Celeri Drive at Oak Street for southbound traffic. (3-8-1993)
23. Corry Street at Alder Street for north and southbound traffic.
24. Corry Street at Fir Street for northbound traffic. (4-8-1991)
25. Corry Street at Laurel Street for north and southbound traffic.
26. Corry Street at Madrone Street for north and southbound traffic.
27. Corry Street at Maple Street for north and southbound traffic.
28. Corry Street at Oak Street for north and southbound traffic.
29. Corry Street at Pine Street for north and southbound traffic.

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30. Corry Street at Redwood Avenue for north and southbound traffic.
31. Cypress Street at Noyo Headlands Park exit for eastbound traffic.
32. Dana Street at Chestnut Street for southbound traffic.
33. Dana Street at the entrance to Fort Bragg High School student parking lot, three way stop for all traffic. (7-22-2002)
34. Dennison Lane at Cedar Street for north and southbound traffic. (9-23-1996)
35. Ebbing Way at Chestnut Street for northbound traffic.
36. Elm Street at Franklin Street for eastbound traffic.
37. Espey Way at Walnut Street for northbound traffic. (9-25-2000)
38. Fir Street at Franklin Street for east and westbound traffic. (9-25-2000)
39. Fir Street at Harrison Street for east and westbound traffic. (08-12-2019)
40. Fir Street at Main Street for east and westbound traffic. (9-25-2000)
41. Fir Street at Stewart Street for east and westbound traffic.
42. Fir Street at West Street for east and westbound traffic.
43. Florence Street at Oak Street for northbound traffic.
44. Florence Street at Willow Street for southbound traffic.
45. Franklin Street at Chestnut Street, four-way stop for all traffic.
46. Franklin Street at Cypress Street, four-way stop for all traffic. (Amended: 9-25-2000).
47. Franklin Street at Laurel Street, three-way stop for all traffic. (4-27-2015)
48. Franklin Street at North Harbor Drive, three-way stop; Franklin Street at two locations for southbound traffic.
49. Franklin Street at Oak Street, four-way stop for all traffic.
50. Franklin Street at Pine Street, four-way stop for all traffic.
51. Franklin Street at Redwood Avenue, four-way stop for all traffic. (9-25-2000)
52. Franklin Street at South Street for north and southbound traffic.
53. Franklin Street at Walnut Street, four-way stop for all traffic. (4-27-2015)
54. Georgia Pacific Logging Road at Cypress Street for southbound traffic. (Amended: 9-25-2000)
55. Glass Beach Drive at Stewart Street, three way stop for all traffic (11-13-2001)
56. Glass Beach Drive at West Elm Street, three way stop for all traffic (11-23-2015)
57. Harold Street at Chestnut Street for northbound traffic.
58. Harold Street at Fir Street for southbound traffic
59. Harrison Street at Maple Street for north and southbound traffic.
60. Harrison Street at Oak Street for north and southbound traffic.
61. Harrison Street at Pine Street for north and southbound traffic
62. Harrison Street at Redwood Avenue for north and southbound traffic.
63. Harrison Street at Walnut Street for southbound traffic. (1-25-1993)
64. Hazel Street at Franklin Street for east and westbound traffic. (9-25-2000)
65. Hazel Street at Harrison Street for eastbound traffic.
66. Hazel Street at Main Street for westbound traffic. (9-25-2000)
67. Hazel Street at McPherson Street for east and westbound traffic.
68. Hazelwood Street at South Street for northbound traffic. (4-9-1990)
69. Hocker Lane at Oak Street for northbound traffic. (9-25-2000)

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70. Holmes Lane at Glass Beach Drive for westbound traffic (1-24-1994; amended: 9-25-2000)
71. Holmes Lane at Stewart Street for eastbound traffic (1-24-1994)
72. Howland Court at Oak Street for southbound traffic. (9-25-2000)
73. Jewett Street at Oak Street for northbound traffic. (9-25-2000)
74. John Cimolino Way at Stewart Street for westbound traffic. (9-25-2000)
75. Laurel Street at Harold Street for east and westbound traffic.
76. Laurel Street at Harrison Street for east and westbound traffic.
77. Laurel Street at McPherson Street for east and westbound traffic.
78. Laurel Street at Whipple Street, four-way stop for all traffic.
79. Lincoln Street at Alder Street for southbound traffic (6-12-1995; amended: 9-25-2000)
80. Lincoln Street at Oak Street for north and southbound traffic.
81. Lincoln Street at Willow Street for northbound traffic.
82. Livingston at Oak Street for northbound traffic.
83. Livingston Street at Willow Street for southbound traffic. (10-28-1996)
84. Lonne Way at Sanderson Way for westbound traffic. (2-24-1997)
85. Madrone Street at Franklin Street for east and westbound traffic. (9-25-2000)
86. Madrone Street at Harold Street for eastbound traffic.
87. Madrone Street at Harrison Street for east and westbound traffic.
88. Madrone Street at Main Street for westbound traffic. (9-25-2000)
89. Manzanita Street at Main Street for westbound traffic. (9-25-2000)
90. Maple Street at Franklin Street for east and westbound traffic.
91. Maple Street at Lincoln Street for eastbound traffic.
92. Maple Street at Main Street for westbound traffic. (9-25-2000)
93. Maple Street at South Harold Street, four way stop for all traffic. (03-09-2020)
94. McKinley Street at Alder Street for northbound traffic (6-12-1995) McKinley Street at Oak Street for southbound traffic.
95. McPherson Street at Alder Street for north and southbound traffic.
96. McPherson Street at Chestnut Street for southbound traffic.
97. McPherson Street at Fir Street for north and southbound traffic.
98. McPherson Street at Madrone Street for north and southbound traffic.
99. McPherson Street at Maple Street for north and southbound traffic.
100. McPherson Street at Oak Street for north and southbound traffic.
101. McPherson Street at Pine Street for north and southbound traffic.
102. McPherson Street at Redwood Avenue for north and southbound traffic.
103. Minnesota Avenue at Chestnut Street for northbound traffic.
104. Morrow Street at Alder Street for north and southbound traffic. (2-13-1989; 6-12-1995)
105. Morrow Street at Cedar Street for north and southbound traffic.
106. Morrow Street at Laurel Street for northbound traffic.
107. Morrow Street at Oak Street for southbound traffic.
108. Myrtle Street at North Harbor Drive for southbound traffic. (1-27-1997)
109. Myrtle Street at South Street for northbound traffic. (1-27-1997)

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110. North Harbor Drive at Main Street for westbound traffic. (9-25-2000)
111. North Noyo Point Road at Main Street for eastbound traffic. (9-25-2000)
112. Noyo Heights Drive at Sanderson Way for eastbound traffic. (2-24-1997)
113. Oak Street at Dana Street, four-way stop for all traffic. (7-22-2002)
114. Oak Street at Harold Street, four-way stop for all traffic.
115. Oak Street at Sanderson Way, four-way stop for all traffic.
116. Oak Terrace Court at Oak Street for southbound traffic.
117. Olsen Lane at Chestnut Street for northbound traffic.
118. Park Street at Maple Street for north and southbound traffic.
119. Park Street at Willow Street for southbound traffic.
120. Penitenti Way at Sanderson Way for eastbound traffic.
121. Perkins Way at Bush Street for north and southbound traffic. (4-8-1991)
122. Perkins Way at Fir Street for southbound traffic. (4-8-1991)
123. Pine Street at Harold Street for eastbound traffic.
124. Pine Street at Main Street for east and westbound traffic. (9-25-2000)
125. Redwood Avenue at Harold Street for east and westbound traffic.
126. River Drive at Cypress Street; two locations.
127. River Drive at Kemppe Way for southbound traffic; two signed locations. (6-10-1996)
128. River Drive at South Street for southbound traffic.
129. Sequoia Circle at South Street for southbound traffic.
130. South Main Street west frontage road at Ocean View Drive for southbound traffic. (11-9-1992)
131. South Main Street west frontage road at private roadway for northbound traffic. (11-9-1992)
132. South Main Street west frontage road at South Main Street for eastbound traffic.
133. South Street at Main Street for westbound traffic. (9-25-2000)
134. Spring Street at Chestnut Street for northbound traffic.
135. Spruce Street at Franklin Street for east and westbound traffic.
136. Spruce Street at Main Street for east and westbound traffic. (9-25-2000)
137. Stewart Street at Bush Street for north and southbound traffic.
138. Stewart Street at Elm Street for north and southbound traffic (1-24-1994)
139. Stewart Street at Pine Street for southbound traffic.
140. Stewart Street at Spruce Street for north and southbound traffic.
141. Susie Court at Chestnut Street for southbound traffic. (4-27-1992)
142. Taubold Court at Dana Street for westbound traffic.
143. Wall Street at Chestnut Street for southbound traffic.
144. Wall Street at Oak Street for northbound traffic.
145. Wall Street at Willow Street, four-way stop for all traffic (7-11-1988; amended: 9-25-2000)
146. Walnut Street at Main Street for westbound traffic. (9-25-2000)
147. West Street at Pine Street for north and southbound traffic. (1-12-2009)
148. Whipple Street at Alder Street for north and southbound traffic.

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- 149. Whipple Street at Chestnut for north and southbound traffic.
- 150. Whipple Street at Fir Street for northbound traffic. (4-8-1991)
- 151. Whipple Street at Madrone Street for north and southbound traffic.
- 152. Whipple Street at Maple Street for north and southbound traffic.
- 153. Whipple Street at Oak Street for north and southbound traffic.
- 154. Whipple Street at Pine Street for north and southbound traffic.
- 155. Whipple Street at Redwood Avenue for north and southbound traffic.
- 156. Whipple Street at Walnut Street for southbound traffic (12-13-1993)
- 157. Willow Street at Harold Street for westbound traffic.
- 158. Willow Street at Sanderson Way for eastbound traffic.
- 159. Woodland Drive at Chestnut Street for northbound traffic.
- 160. Woodward Street at North Harbor Drive for southbound traffic. (1-27-1997)
- 161. Woodward Street at South Street for northbound traffic. (1-27-1997)

**G. NO PARKING ZONES**

No Parking Zones will be designated, signed or marked as No Parking Zones as provided in Chapter 10.20.

**H. RESTRICTED PARKING ON PRIVATE PROPERTY**

Pursuant to Vehicle Code, Section 21107.8 and Fort Bragg Municipal Code, Section 10.20.035, the following privately owned and maintained off-street parking facilities are subject to the provisions and penalties of Title 10 of the Fort Bragg Municipal Code, Sections 22350, 23109 and the provision of Division 16.5, commencing with Section 38000 of the Vehicle Code.

<b>BUSINESS TYPE</b>	<b>NUMBER</b>	<b>DIRECTION</b>	<b>LOCATION</b>	<b>DATE</b>
Boatyard Shopping Center	100		Boatyard Drive	11-14-1988 Amended
Coast Christian Center	1004		Chestnut Street	11-22-2004
Calvary Baptist Church	1144		Chestnut Street	3-8-1999
Fort Bragg High School	300		Dana Street	10-09-1990
Mendocino Lithographers; parking on alley	100	N	Franklin Street	
Community First Credit Union; parking lot across street	147	N	Franklin Street	
Purity Store	242	N	Franklin Street	
Well House West	311	N	Franklin Street	
Business/Apartments - The Showcase; parking on alley	333	N	Franklin Street	6-22-1992
Northwest Insurance Agency; parking on alley	522	N	Franklin Street	9-25-1989
Sew-n-Sew	890	N	Franklin Street	2-26-2018



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Franklin St. Center	410-422	S	Franklin Street	1-30-2019
Mendocino Railway	100	W	Laurel Street	
Bank of America	228	N	Main Street	
CBD Business Complex-Redwood Center	247	N	Main Street	12-14-1998
CBD Business Complex	250	N	Main Street	10-25-1993; Amended: 2-14-2000
Coast Hardware & Radio Shack Dealer	300	N	Main Street	7-22-2002
CBD Business Complex; parking on alley	322	N	Main Street	7-10-1989
CBD Business Complex; parking on alley	338	N	Main Street	
CBD Business Complex; parking on alley	342	N	Main Street	3-24-1997
Fort Bragg Depot	401	N	Main Street	8-12-1996
North Coast Brewing Company-Tap room	444	N	Main Street	
Auto & Tow Shop	734	N	Main Street	
Business (Real Estate/Legal)	809	N	Main Street	4-23-1990
Nello's Market	860	N	Main Street	
North O'Town Industrial	1260	N	Main Street	
Gas Station	105	S	Main Street	
Business Complex	112	S	Main Street	6-8-1998
Evelyn Tregoning Buildings	120	S	Main Street	2-13-1989
CVS	150	S	Main Street	
Auto/Second Hand	350	S	Main Street	9-26-1988
Rite Aid	490	S	Main Street	
Safeway Stores	660	S	Main Street	
Business/News	684 /690	S	Main Street	12-12-1988
Insurance	720	S	Main Street	
Restaurant	740	S	Main Street	
Harbor Trailer Park	1021	S	Main Street	8-8-1988; Amended 6-8-1998
McDonald's of Fort Bragg	1190	S	Main Street	4-8-1996
Auto Shop	110		Manzanita Street	
Colombi's Laundromat	647		Oak Street	6-26-1989
Medical/Business Complex	221		Pine Street	1-9-1989
Insurance	124	E	Pine Street	9-12-1994
Lyme Redwood	90	W	Redwood Avenue	
Mendocino Coast District Hospital	700		River Drive	4-14-2003

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Medical	890		River Drive	4-27-1998
First Presbyterian Church	367	S	Sanderson Way	4-14-2003

**I. TIME OR DAY LIMITED NO PARKING ZONES**

No Parking - Time or Day Limited Zones will be designated, signed or marked as No Parking Zones as provided in Chapter 10.20.

**J. SHORT TERM PARKING (GREEN) ZONES**

Short Term Parking Zones will be designated, signed or marked as Short Term Parking Zones as provided in Chapter 10.20.

**K. ONE HOUR PARKING ZONES**

None at present.

**L. TWO HOUR PARKING ZONES**

The following listed areas are declared to be two hour parking zones between the hours of 9:00 a.m. and 6:00 p.m. with Sundays and holidays excepted.

**1. Public right-of-way areas:**

- a. Alder Street, both sides, from the alley between Main and Franklin Streets to the alley between Franklin and McPherson Streets. (1-9-1995; Amended 11-26-2007)
- b. Alder Street, both sides, west of Main Street. (1-9-1995)
- c. Franklin Street, both sides, between Pine and Oak Streets.
- d. Laurel Street, both sides, from the west end of Laurel Street to McPherson Street.
- e. Main Street, both sides, between Pine and Alder Streets. (9-27-1993)
- f. McPherson Street, 200 block for a distance of 158 feet from Redwood Avenue on east side, and 107 feet from Redwood Avenue on west side.
- g. Oak Street, both sides, between Main and Franklin Streets, and south side of Oak Street between Franklin and alley west of McPherson.
- h. Pine Street, south side, between Franklin and Main Streets.
- i. Redwood Avenue, both sides from the west end of Redwood Avenue to Harrison Street.

**M. TIMED PARKING FOR ELECTRIC VEHICLE CHARGING STATIONS**

Parking time limits for Electric Vehicle (EV) Charging Stations will be designated by accompanying signage and enforceable between the hours of 9:00 a.m. and 10:00 p.m. seven (7) days a week, as provided in Chapter 10.20. The following areas shall be regulated by EV provisions.

1. City Hall parking lot, 416 N Franklin Street (2 spaces, effective date 2-21-2018)
2. Laurel Street public parking lot, 230 E Laurel Street (2 spaces, effective date 2-21-2018)

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**N. BLUE CURB HANDICAP ZONE APPROVALS**

		<b>STREET ADDRESS</b>	<b>OWNER/LOCATION</b>	<b>DATE</b>
100 block of	E	Alder Street	U.S. Post Office	
248	E	Alder Street (on west side of McPherson Street)	Gwen Matson	7-24-2006
100 block of	W	Bush Street (Northwest corner at Main Street)	Rosenthal Construction Building	4-13-1992
250	E	Cypress Street	Fort Bragg Police Department- 2 spaces	
654	W	Cypress Street	Noyo Headlands Park-South Trail-2 spaces	
335	N	Corry Street	Ofelia Ybarra	11-28-2022
360	N	Corry Street	First Methodist Church	
200 block	N	Corry Street at Redwood Avenue	Trinity Lutheran Church- 2 spaces	2-11-2019
470	S	Corry Street	V. Teausant	08-12-2019
155	E	Cypress St	Donna Worster; space at Franklin St intersection	2-26-2018
300	W	Elm Street	Noyo Headlands Park-North Trail - 4 spaces	
201	E	Fir Street	St Michaels Episcopal Church; curb on Franklin Street	
200 block of	N	Franklin Street	U.S. Post Office; third parking space north of Alder Street, as restricted use only. Signs posted will indicate space is neither van accessible, nor wheelchair accessible.	10-23-2000
333	N	Franklin Street	Art Explorers	04-11-2022
416	N	Franklin Street	City Hall Parking Lot	
500 block	N	Franklin Street	First Baptist Church	1-9-1995
920	N	Franklin Street	AT&T – 2 spaces	06-23-2025
201	S	Franklin Street	Mabel Bozzoli	9-28-1998
1000 block		Glass Beach Drive	End of Glass Beach Drive at Pudding Creek Tress bridge - 2 spaces	
490	N	Harold Street	Senior Center/Middle School – two spaces	
500	N	Harold Street	Fort Bragg Middle School - one space	07-24-2023
545	N	Harold Street	Ali & Rick Van Zee	08-12-2019
255	S	Harold Street	Our Lady of Good Counsel	12-14-1998
127	N	Harrison Street	Lorraine Reid	1-23-2017
140	N	Harrison Street	Phil Acosta	1-23-2017

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		<b>STREET ADDRESS</b>	<b>OWNER/LOCATION</b>	<b>DATE</b>
300	N	Harrison Street	Rick Sapinski	1-23-2017
124	E	Laurel Street	Cucina Verona	03/09/2020
200	E	Laurel Street	Southwest Corner of Laurel & Franklin	11-26-2012
400 block	E	Laurel Street, south side— one space west of the driveway	Veteran's Memorial Building	6-28-1999
499	E	Laurel Street	FB Branch/Mendo Co. Library	
800 block	E	Laurel Street	Otis Johnson Park entrance on Laurel Street – one space	
125	S	Lincoln Street	Dick Finch	7-08-2013
300	S	Lincoln Street	CV Starr Center- five spaces	
324	S	Lincoln Street	Redwood Elementary School- two spaces	4-26-1999
355	S	Lincoln Street	LDS Church	12-14-1998
141	N	Main Street Parking Lot	City of Fort Bragg Fire Department	
363	N	Main Street	Town Hall	3-8-1993
802	N	Main Street	California Department of Forestry; space is located on Spruce Street	10-9-2001
600	E	Maple Street	Our Lady of Good Counsel – two spaces	
151	S	McPherson Street	Angelina Moura – two spaces, one on McPherson one on Madrone	04-11-2022
142	N	McPherson Street	Theresa Brazil	5/28/2024
242	N	McPherson Street	Barry Cusick	7-23-2007
320	N	McPherson Street	Dawn Ferreira	11-28-2022
137	E	Oak Street	Hospitality Center (Oak Street side)	
224	E	Oak Street	Dora Baroni TTE	7-25-2016
127	E	Pine Street	First Baptist Church	1-27-1992
203	E	Pine Street	Dental/Medical Complex	05-29-2018
230	E	Pine Street	William Yeomans	7-12-2010
309	E	Redwood Avenue	Curves	11-26-2007
430	E	Redwood Avenue	Fort Bragg Lions Club	8-24-1992
620	E	Redwood Avenue	Trinity Lutheran Church- 2 spaces	2/11/2019
648		Stewart Street	Alan McClintock	7-24-2023
930		Stewart Street	Glass Beach Preschool; space is located on John Cimolino Way, north side	7-26-1999; amended: 9-25-2000
310	N	Whipple Street	Sergio Sanchez	4-14-2003
446	N	Whipple Street (curb on Whipple Street just south of Red Zone at stop on Pine)	Seventh Day Adventist Church	07-11-2011
540	N	Whipple Street	Martine Baltierra	09-11-2023
465	S	Whipple Street	Katherine Thompson	11-23-1992

**RESOLUTION 1271-2025/A (06-23-2025)**  
**MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG**

**O. PASSENGER LOADING (WHITE LIMITED PARKING) ZONES**

The following areas shall be limited to the loading and unloading of passengers between the hours of 7:00 a.m. and 6:00 p.m. with Sundays and holidays excepted.

1. Fir Street, at Fort Bragg Middle School, east end at Harold Street starting 11' from corner for a distance of 22'. (9-25-2000)
2. 135 S. Franklin Street, at Coast Cinemas, to replace current green zone. (4-27-2015)
3. Laurel Street, at Fort Bragg Library, from a point 61 feet west of Whipple Street for a distance of 30 feet. (7-23-2007)
4. Stewart Street at John Cimolino Way in front of 930 Stewart Street; starting from the curb ramp and going west for 22'. (9-25-2000)
5. 310 S. Franklin Street starting at the driveway curb cut and going north for a distance of 36'. (6-23-2025)

**P. LOADING (YELLOW LIMITED PARKING) ZONES**

Loading Zones will be designated, signed or marked as Loading Zones as provided in Chapter 10.22.

**Q. 15 MPH ZONE**

1. 100 block of S. Lincoln Street. (04-09-1990)
2. 200 block of Park Street. (1-11-2010)
3. West Cypress Street. Noyo Headlands Park Entrance (03-09-2020)

**R. YIELD RIGHT OF WAY**

None at present.

**S. SCHOOL ZONE SPEED**

The following streets are hereby declared as school zones. The speed limit in said zones as described below shall be 15 miles per hour when children are present.

1. Chestnut Street, between Lincoln and eastern city limits.
2. Dana Street between Chestnut and the extension of Willow Street.
3. East Fir Street between North Whipple and North Harold.
4. Harold Street between Cedar and Fir Streets. (9-25-2000)
5. Lincoln Street, between Chestnut and Willow Streets.
6. Ocean View Drive, near Leonard Holmes Street/Harbor Avenue. (11-23-2015)
7. Sanderson Way, between Chestnut and Willow Streets.
8. Maple Street, between South Whipple and Park Streets. (6-23-2025)
9. East Laurel Street, between North Harold and Alger Streets. (6-23-2025)

**T. MOTORIZED VEHICLES PROHIBITED**

1. Extension of N Dana between Oak Street and Cedar Street. (5-9-88)
2. Extension of Willow Street between Sanderson Way and Dana Street.

**U. EMERGENCY VEHICLES ONLY**

**RESOLUTION 1271-2025/A (06-23-2025)**  
**MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG**

1. Boatyard Shopping Center at northwest corner of parking lot. As authorized by property owner in accordance with FBMC Title 10 and California Vehicle Code Section 38000 et seq. (6-10-1991)

**BE IT FURTHER RESOLVED** that adoption of this resolution does not have the potential to cause significant effects on the environment. Therefore, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regulations §15061(b)(3).

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23<sup>rd</sup> day of June 2025, by the following vote:

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

\_\_\_\_\_  
**JASON GODEKE**  
Mayor

**ATTEST:**

\_\_\_\_\_  
**Diana Paoli**  
City Clerk

## RESOLUTION 1271-2024/A

### MASTER TRAFFIC RESOLUTION

**WHEREAS**, Chapter 10.04 of the Fort Bragg Municipal Code establishes membership of the Traffic Committee to consist of the Chief of Police and Director of Public Works; and

**WHEREAS**, Chapter 10.08 of the Fort Bragg Municipal Code empowers the City Council, by resolution, to cause to be placed and maintained official traffic control devices; and

**WHEREAS**, Chapter 10.10 of the Fort Bragg Municipal Code provides that the City Council has authority to determine the placement of restricted turn signs; and

**WHEREAS**, Chapter 10.12 of the Fort Bragg Municipal Code provides for the City Council to designate by resolution one-way streets and alleys; and

**WHEREAS**, Chapter 10.14 of the Fort Bragg Municipal Code provides that the City Council may by resolution designate any street or portion thereof as through streets, any intersection or any highway (street) railway grade crossing at which vehicles are required to stop; and

**WHEREAS**, Section 10.20.030 of the Fort Bragg Municipal Code provides for the establishment of "no parking areas" by resolution of the City Council and indication of such area by sign or red curb; and

**WHEREAS**, Section 10.20.035 of the Fort Bragg Municipal Code provides for specified private properties to be subject to public traffic regulations; and

**WHEREAS**, certain properties have previously been designated by resolution as being subject to such public traffic regulations as provided by the Fort Bragg Municipal Code at such time as they are properly posted; and

**WHEREAS**, Section 22507 of the State of California Vehicle Code and Sections 10.20.190–215 of the Fort Bragg Municipal Code provide for the limitation of parking; and

**WHEREAS**, Chapter 10.21 of the Fort Bragg Municipal Code establishes the provisions for parking for disabled persons; and

**WHEREAS**, Chapter 10.22 of the Fort Bragg Municipal Code authorizes the City Council to determine the location of loading zones and passenger loading zones; and

**WHEREAS**, Chapter 10.28 of the Fort Bragg Municipal Code establishes prima facie speed limits of 25 mph and identifies the methodology for City Council to lower the speed limits by resolution; and

**WHEREAS**, Chapter 10.30 of the Fort Bragg Municipal Code provides that intersections may be declared to be yield right-of-way intersections; and

**RESOLUTION 1271-2024/A (05-28-2024)**  
**MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG**

**NOW, THEREFORE, BE IT RESOLVED** that Resolution 1271-2023/B is hereby repealed and replaced in full by Resolution 1271-2024/A.

**BE IT FURTHER RESOLVED** that the following traffic and parking regulations and control shall be adopted and enforced pursuant to provisions and penalties of Title 10 of the Fort Bragg Municipal Code.

**A. RIGHT TURN ONLY INTERSECTIONS**

1. From North Noyo Point Road onto South Main Street (1-11-1999)
2. From the private roadway located at the north end of the South Main Street west frontage road onto South Main Street. (11-09-92; moved from Section P; 9-25-2000)

**B. NO LEFT TURNS**

Left turn movements at the following locations are declared to be prohibited:

1. 324 S. Lincoln Street, Redwood Elementary School parking lot. (11-22-2010)
2. 501 N. Main Street, The Brewery Shop at NCBC parking lot.

**C. NO U TURN INTERSECTIONS**

1. The north and eastbound quadrants of the intersection of Harold and Fir Streets.
2. All quadrants of the intersection of Harold and Laurel Streets.
3. All quadrants of the intersection of Harold and Pine Streets.

**D. ONE-WAY STREETS**

1. Alder Street one-way eastbound between Franklin and Main Streets. (1-27-1992; Amended: 11-26-2007)
2. Alley east of Franklin Street, one-way in a northerly direction between Cypress and Walnut Streets. (11-9-1998)
3. Alley between Harold and Corry Streets, one-way in a northerly direction between Pine and Fir Streets.
4. Alley between Main and Franklin Streets one-way in a southerly direction between Laurel and Oak Streets.
5. Alley between McPherson and Franklin Streets, one-way in a southerly direction between Pine and Laurel Streets.
6. Harold Street one-way in a northerly direction between Chestnut and Maple Streets.
7. Laurel Street one-way eastbound between Main and McPherson Streets.
8. North Lincoln Street one-way in a southerly direction between Cedar and Oak Streets. (4-26-1999)
9. South Lincoln Street one-way in a northerly direction between Willow and Oak Streets.
10. Park Street one-way in a southerly direction between Maple and Oak Streets.

**E. THROUGH STREETS**

The following are through streets subject to the provisions of Section 10.14.020 of the Fort Bragg Municipal Code and other provisions of this resolution.

1. Boatyard Street from Highway 20 north to Main Street. (3-22-1993)



**RESOLUTION 1271-2024/A (05-28-2024)**  
**MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG**

2. Cedar Street from Harold Street to the east city limits.
3. Harold Street from Fir Street to Maple Street.
4. Harrison Street from Winifred Street to Chestnut Street.
5. Main Street from the north city limits to the south city limits.
6. Maple Street from Franklin Street to Lincoln Street.
7. Oak Street from Harold Street to the east city limits.
8. Pine Street from Franklin Street to Harold Street.
9. Redwood Avenue from Main Street to Harold Street.
10. South Street from Franklin Street to the east city limits.

**F. STOP INTERSECTIONS**

On all streets at their intersection with through streets listed above provided that where northbound and southbound through streets cross eastbound and westbound through streets, eastbound and westbound shall have the through traffic and northbound and southbound shall stop, unless it is designated otherwise herein.

1. Alder Street at Franklin Street, four-way stop for all traffic. (11-26-2007)
2. Alder Street at Harold Street for east and westbound traffic.
3. Alder Street at Harrison Street for east and westbound traffic.
4. Alder Street at Main Street for eastbound traffic. (9-25-2000; Amended 11-26-2007)
5. Alley east of Franklin Street at Walnut Street for northbound traffic. (9-25-2000)
6. Azalea Circle at Sanderson Way for eastbound traffic.
7. Boatyard Street at Highway 20 for southbound traffic.
8. Brandon Way at Fir Street for southbound traffic. (4-8-1991)
9. Bush Street at Franklin Street for east and westbound traffic.
10. Bush Street at Harrison Street for east and westbound traffic.
11. Bush Street at Main Street for east and westbound traffic. (9-25-2000)
12. Bush Street at West Street for east and westbound traffic. (1-12-2009)
13. Casa del Noyo Drive at North Harbor Drive for northbound traffic. (7-11-1988)
14. Cedar Street at Harold Street for westbound traffic.
15. Cedar Street at Sanderson Way, four-way stop for all traffic. (4-12-1999)
16. Chestnut Street at Corry and Grove intersection, four-way stop for all traffic.
17. Chestnut Street at Dana Street for westbound traffic. (03-09-2020)
18. Chestnut Street at Harrison Street, four-way stop for all traffic. (4-26-1993)
19. Chestnut Street at Lincoln Street, four-way stop for all traffic.
20. Chestnut Street at Sanderson Way, four-way stop for all traffic.
21. Chief Celeri Drive at Alder Street for north and southbound traffic. (4-8-1991)
22. Chief Celeri Drive at Oak Street for southbound traffic. (3-8-1993)
23. Corry Street at Alder Street for north and southbound traffic.
24. Corry Street at Fir Street for northbound traffic. (4-8-1991)
25. Corry Street at Laurel Street for north and southbound traffic.
26. Corry Street at Madrone Street for north and southbound traffic.
27. Corry Street at Maple Street for north and southbound traffic.
28. Corry Street at Oak Street for north and southbound traffic.
29. Corry Street at Pine Street for north and southbound traffic.

**RESOLUTION 1271-2024/A (05-28-2024)**  
**MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG**

30. Corry Street at Redwood Avenue for north and southbound traffic.
31. Cypress Street at Noyo Headlands Park exit for eastbound traffic.
32. Dana Street at Chestnut Street for southbound traffic.
33. Dana Street at the entrance to Fort Bragg High School student parking lot, three way stop for all traffic. (7-22-2002)
34. Dennison Lane at Cedar Street for north and southbound traffic. (9-23-1996)
35. Ebbing Way at Chestnut Street for northbound traffic.
36. Elm Street at Franklin Street for eastbound traffic.
37. Espey Way at Walnut Street for northbound traffic. (9-25-2000)
38. Fir Street at Franklin Street for east and westbound traffic. (9-25-2000)
39. Fir Street at Harrison Street for east and westbound traffic. (08-12-2019)
40. Fir Street at Main Street for east and westbound traffic. (9-25-2000)
41. Fir Street at Stewart Street for east and westbound traffic.
42. Fir Street at West Street for east and westbound traffic.
43. Florence Street at Oak Street for northbound traffic.
44. Florence Street at Willow Street for southbound traffic.
45. Franklin Street at Chestnut Street, four-way stop for all traffic.
46. Franklin Street at Cypress Street, four-way stop for all traffic. (Amended: 9-25-2000).
47. Franklin Street at Laurel Street, three-way stop for all traffic. (4-27-2015)
48. Franklin Street at North Harbor Drive, three-way stop; Franklin Street at two locations for southbound traffic.
49. Franklin Street at Oak Street, four-way stop for all traffic.
50. Franklin Street at Pine Street, four-way stop for all traffic.
51. Franklin Street at Redwood Avenue, four-way stop for all traffic. (9-25-2000)
52. Franklin Street at South Street for north and southbound traffic.
53. Franklin Street at Walnut Street, four-way stop for all traffic. (4-27-2015)
54. Georgia Pacific Logging Road at Cypress Street for southbound traffic. (Amended: 9-25-2000)
55. Glass Beach Drive at Stewart Street, three way stop for all traffic (11-13-2001)
56. Glass Beach Drive at West Elm Street, three way stop for all traffic (11-23-2015)
57. Harold Street at Chestnut Street for northbound traffic.
58. Harold Street at Fir Street for southbound traffic
59. Harrison Street at Maple Street for north and southbound traffic.
60. Harrison Street at Oak Street for north and southbound traffic.
61. Harrison Street at Pine Street for north and southbound traffic
62. Harrison Street at Redwood Avenue for north and southbound traffic.
63. Harrison Street at Walnut Street for southbound traffic. (1-25-1993)
64. Hazel Street at Franklin Street for east and westbound traffic. (9-25-2000)
65. Hazel Street at Harrison Street for eastbound traffic.
66. Hazel Street at Main Street for westbound traffic. (9-25-2000)
67. Hazel Street at McPherson Street for east and westbound traffic.
68. Hazelwood Street at South Street for northbound traffic. (4-9-1990)
69. Hocker Lane at Oak Street for northbound traffic. (9-25-2000)

**RESOLUTION 1271-2024/A (05-28-2024)**  
**MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG**

70. Holmes Lane at Glass Beach Drive for westbound traffic (1-24-1994; amended: 9-25-2000)
71. Holmes Lane at Stewart Street for eastbound traffic (1-24-1994)
72. Howland Court at Oak Street for southbound traffic. (9-25-2000)
73. Jewett Street at Oak Street for northbound traffic. (9-25-2000)
74. John Cimolino Way at Stewart Street for westbound traffic. (9-25-2000)
75. Laurel Street at Harold Street for east and westbound traffic.
76. Laurel Street at Harrison Street for east and westbound traffic.
77. Laurel Street at McPherson Street for east and westbound traffic.
78. Laurel Street at Whipple Street, four-way stop for all traffic.
79. Lincoln Street at Alder Street for southbound traffic (6-12-1995; amended: 9-25-2000)
80. Lincoln Street at Oak Street for north and southbound traffic.
81. Lincoln Street at Willow Street for northbound traffic.
82. Livingston at Oak Street for northbound traffic.
83. Livingston Street at Willow Street for southbound traffic. (10-28-1996)
84. Lonne Way at Sanderson Way for westbound traffic. (2-24-1997)
85. Madrone Street at Franklin Street for east and westbound traffic. (9-25-2000)
86. Madrone Street at Harold Street for eastbound traffic.
87. Madrone Street at Harrison Street for east and westbound traffic.
88. Madrone Street at Main Street for westbound traffic. (9-25-2000)
89. Manzanita Street at Main Street for westbound traffic. (9-25-2000)
90. Maple Street at Franklin Street for east and westbound traffic.
91. Maple Street at Lincoln Street for eastbound traffic.
92. Maple Street at Main Street for westbound traffic. (9-25-2000)
93. Maple Street at South Harold Street, four way stop for all traffic. (03-09-2020)
94. McKinley Street at Alder Street for northbound traffic (6-12-1995) McKinley Street at Oak Street for southbound traffic.
95. McPherson Street at Alder Street for north and southbound traffic.
96. McPherson Street at Chestnut Street for southbound traffic.
97. McPherson Street at Fir Street for north and southbound traffic.
98. McPherson Street at Madrone Street for north and southbound traffic.
99. McPherson Street at Maple Street for north and southbound traffic.
100. McPherson Street at Oak Street for north and southbound traffic.
101. McPherson Street at Pine Street for north and southbound traffic.
102. McPherson Street at Redwood Avenue for north and southbound traffic.
103. Minnesota Avenue at Chestnut Street for northbound traffic.
104. Morrow Street at Alder Street for north and southbound traffic. (2-13-1989; 6-12-1995)
105. Morrow Street at Cedar Street for north and southbound traffic.
106. Morrow Street at Laurel Street for northbound traffic.
107. Morrow Street at Oak Street for southbound traffic.
108. Myrtle Street at North Harbor Drive for southbound traffic. (1-27-1997)
109. Myrtle Street at South Street for northbound traffic. (1-27-1997)

**RESOLUTION 1271-2024/A (05-28-2024)**  
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110. North Harbor Drive at Main Street for westbound traffic. (9-25-2000)
111. North Noyo Point Road at Main Street for eastbound traffic. (9-25-2000)
112. Noyo Heights Drive at Sanderson Way for eastbound traffic. (2-24-1997)
113. Oak Street at Dana Street, four-way stop for all traffic. (7-22-2002)
114. Oak Street at Harold Street, four-way stop for all traffic.
115. Oak Street at Sanderson Way, four-way stop for all traffic.
116. Oak Terrace Court at Oak Street for southbound traffic.
117. Olsen Lane at Chestnut Street for northbound traffic.
118. Park Street at Maple Street for north and southbound traffic.
119. Park Street at Willow Street for southbound traffic.
120. Penitenti Way at Sanderson Way for eastbound traffic.
121. Perkins Way at Bush Street for north and southbound traffic. (4-8-1991)
122. Perkins Way at Fir Street for southbound traffic. (4-8-1991)
123. Pine Street at Harold Street for eastbound traffic.
124. Pine Street at Main Street for east and westbound traffic. (9-25-2000)
125. Redwood Avenue at Harold Street for east and westbound traffic.
126. River Drive at Cypress Street; two locations.
127. River Drive at Kemppe Way for southbound traffic; two signed locations. (6-10-1996)
128. River Drive at South Street for southbound traffic.
129. Sequoia Circle at South Street for southbound traffic.
130. South Main Street west frontage road at Ocean View Drive for southbound traffic. (11-9-1992)
131. South Main Street west frontage road at private roadway for northbound traffic. (11-9-1992)
132. South Main Street west frontage road at South Main Street for eastbound traffic.
133. South Street at Main Street for westbound traffic. (9-25-2000)
134. Spring Street at Chestnut Street for northbound traffic.
135. Spruce Street at Franklin Street for east and westbound traffic.
136. Spruce Street at Main Street for east and westbound traffic. (9-25-2000)
137. Stewart Street at Bush Street for north and southbound traffic.
138. Stewart Street at Elm Street for north and southbound traffic (1-24-1994)
139. Stewart Street at Pine Street for southbound traffic.
140. Stewart Street at Spruce Street for north and southbound traffic.
141. Susie Court at Chestnut Street for southbound traffic. (4-27-1992)
142. Taubold Court at Dana Street for westbound traffic.
143. Wall Street at Chestnut Street for southbound traffic.
144. Wall Street at Oak Street for northbound traffic.
145. Wall Street at Willow Street, four-way stop for all traffic (7-11-1988; amended: 9-25-2000)
146. Walnut Street at Main Street for westbound traffic. (9-25-2000)
147. West Street at Pine Street for north and southbound traffic. (1-12-2009)
148. Whipple Street at Alder Street for north and southbound traffic.

**RESOLUTION 1271-2024/A (05-28-2024)**  
**MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG**

- 149. Whipple Street at Chestnut for north and southbound traffic.
- 150. Whipple Street at Fir Street for northbound traffic. (4-8-1991)
- 151. Whipple Street at Madrone Street for north and southbound traffic.
- 152. Whipple Street at Maple Street for north and southbound traffic.
- 153. Whipple Street at Oak Street for north and southbound traffic.
- 154. Whipple Street at Pine Street for north and southbound traffic.
- 155. Whipple Street at Redwood Avenue for north and southbound traffic.
- 156. Whipple Street at Walnut Street for southbound traffic (12-13-1993)
- 157. Willow Street at Harold Street for westbound traffic.
- 158. Willow Street at Sanderson Way for eastbound traffic.
- 159. Woodland Drive at Chestnut Street for northbound traffic.
- 160. Woodward Street at North Harbor Drive for southbound traffic. (1-27-1997)
- 161. Woodward Street at South Street for northbound traffic. (1-27-1997)

**G. NO PARKING ZONES**

No Parking Zones will be designated, signed or marked as No Parking Zones as provided in Chapter 10.20.

**H. RESTRICTED PARKING ON PRIVATE PROPERTY**

Pursuant to Vehicle Code, Section 21107.8 and Fort Bragg Municipal Code, Section 10.20.035, the following privately owned and maintained off-street parking facilities are subject to the provisions and penalties of Title 10 of the Fort Bragg Municipal Code, Sections 22350, 23109 and the provision of Division 16.5, commencing with Section 38000 of the Vehicle Code.

BUSINESS TYPE	NUMBER	DIRECTION	LOCATION	DATE
Boatyard Shopping Center	100		Boatyard Drive	11-14-1988 Amended
Coast Christian Center	1004		Chestnut Street	11-22-2004
Calvary Baptist Church	1144		Chestnut Street	3-8-1999
Fort Bragg High School	300		Dana Street	10-09-1990
Mendocino Lithographers; parking on alley	100	N	Franklin Street	
Community First Credit Union; parking lot across street	147	N	Franklin Street	
Purity Store	242	N	Franklin Street	
Well House West	311	N	Franklin Street	
Business/Apartments - The Showcase; parking on alley	333	N	Franklin Street	6-22-1992
Northwest Insurance Agency; parking on alley	522	N	Franklin Street	9-25-1989
Sew-n-Sew	890	N	Franklin Street	2-26-2018

**RESOLUTION 1271-2024/A (05-28-2024)**  
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<b>BUSINESS TYPE</b>	<b>NUMBER</b>	<b>DIRECTION</b>	<b>LOCATION</b>	<b>DATE</b>
Franklin St. Center	410-422	S	Franklin Street	1-30-2019
Mendocino Railway	100	W	Laurel Street	
Bank of America	228	N	Main Street	
CBD Business Complex-Redwood Center	247	N	Main Street	12-14-1998
CBD Business Complex	250	N	Main Street	10-25-1993; Amended: 2-14-2000
Coast Hardware & Radio Shack Dealer	300	N	Main Street	7-22-2002
CBD Business Complex; parking on alley	322	N	Main Street	7-10-1989
CBD Business Complex; parking on alley	338	N	Main Street	
CBD Business Complex; parking on alley	342	N	Main Street	3-24-1997
Fort Bragg Depot	401	N	Main Street	8-12-1996
North Coast Brewing Company-Tap room	444	N	Main Street	
Auto & Tow Shop	734	N	Main Street	
Business (Real Estate/Legal)	809	N	Main Street	4-23-1990
Nello's Market	860	N	Main Street	
North O'Town Industrial	1260	N	Main Street	
Gas Station	105	S	Main Street	
Business Complex	112	S	Main Street	6-8-1998
Evelyn Tregoning Buildings	120	S	Main Street	2-13-1989
CVS	150	S	Main Street	
Auto/Second Hand	350	S	Main Street	9-26-1988
Rite Aid	490	S	Main Street	
Safeway Stores	660	S	Main Street	
Business/News	684 /690	S	Main Street	12-12-1988
Insurance	720	S	Main Street	
Restaurant	740	S	Main Street	
Harbor Trailer Park	1021	S	Main Street	8-8-1988; Amended 6-8-1998
McDonald's of Fort Bragg	1190	S	Main Street	4-8-1996
Auto Shop	110		Manzanita Street	
Colombi's Laundromat	647		Oak Street	6-26-1989
Medical/Business Complex	221		Pine Street	1-9-1989
Insurance	124	E	Pine Street	9-12-1994
Lyme Redwood	90	W	Redwood Avenue	

**RESOLUTION 1271-2024/A (05-28-2024)**  
**MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG**

<b>BUSINESS TYPE</b>	<b>NUMBER</b>	<b>DIRECTION</b>	<b>LOCATION</b>	<b>DATE</b>
Mendocino Coast District Hospital	700		River Drive	4-14-2003
Medical	890		River Drive	4-27-1998
First Presbyterian Church	367	S	Sanderson Way	4-14-2003

**I. TIME OR DAY LIMITED NO PARKING ZONES**

No Parking - Time or Day Limited Zones will be designated, signed or marked as No Parking Zones as provided in Chapter 10.20.

**J. SHORT TERM PARKING (GREEN) ZONES**

Short Term Parking Zones will be designated, signed or marked as Short Term Parking Zones as provided in Chapter 10.20.

**K. ONE HOUR PARKING ZONES**

None at present.

**L. TWO HOUR PARKING ZONES**

The following listed areas are declared to be two hour parking zones between the hours of 9:00 a.m. and 6:00 p.m. with Sundays and holidays excepted.

**1. Public right-of-way areas:**

- a. Alder Street, both sides, from the alley between Main and Franklin Streets to the alley between Franklin and McPherson Streets. (1-9-1995; Amended 11-26-2007)
- b. Alder Street, both sides, west of Main Street. (1-9-1995)
- c. Franklin Street, both sides, between Pine and Oak Streets.
- d. Laurel Street, both sides, from the west end of Laurel Street to McPherson Street.
- e. Main Street, both sides, between Pine and Alder Streets. (9-27-1993)
- f. McPherson Street, 200 block for a distance of 158 feet from Redwood Avenue on east side, and 107 feet from Redwood Avenue on west side.
- g. Oak Street, both sides, between Main and Franklin Streets, and south side of Oak Street between Franklin and alley west of McPherson.
- h. Pine Street, south side, between Franklin and Main Streets.
- i. Redwood Avenue, both sides from the west end of Redwood Avenue to Harrison Street.

**M. TIMED PARKING FOR ELECTRIC VEHICLE CHARGING STATIONS**

Parking time limits for Electric Vehicle (EV) Charging Stations will be designated by accompanying signage and enforceable between the hours of 9:00 a.m. and 10:00 p.m. seven (7) days a week, as provided in Chapter 10.20. The following areas shall be regulated by EV provisions.

1. City Hall parking lot, 416 N Franklin Street (2 spaces, effective date 2-21-2018)
2. Laurel Street public parking lot, 230 E Laurel Street (2 spaces, effective date 2-21-2018)

**RESOLUTION 1271-2024/A (05-28-2024)**  
**MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG**

**N. BLUE CURB HANDICAP ZONE APPROVALS**

		<b>STREET ADDRESS</b>	<b>OWNER/LOCATION</b>	<b>DATE</b>
100 block of	E	Alder Street	U.S. Post Office	
248	E	Alder Street (on west side of McPherson Street)	Gwen Matson	7-24-2006
100 block of	W	Bush Street (Northwest corner at Main Street)	Rosenthal Construction Building	4-13-1992
250	E	Cypress Street	Fort Bragg Police Department- 2 spaces	
654	W	Cypress Street	Noyo Headlands Park-South Trail-2 spaces	
335	N	Corry Street	Ofelia Ybarra	11-28-2022
360	N	Corry Street	First Methodist Church	
200 block	N	Corry Street at Redwood Avenue	Trinity Lutheran Church- 2 spaces	2-11-2019
470	S	Corry Street	V. Teausant	08-12-2019
155	E	Cypress St	Donna Worster; space at Franklin St intersection	2-26-2018
300	W	Elm Street	Noyo Headlands Park-North Trail - 4 spaces	
201	E	Fir Street	St Michaels Episcopal Church; curb on Franklin Street	
200 block of	N	Franklin Street	U.S. Post Office; third parking space north of Alder Street, as restricted use only. Signs posted will indicate space is neither van accessible, nor wheelchair accessible.	10-23-2000
333	N	Franklin Street	Art Explorers	04-11-2022
416	N	Franklin Street	City Hall Parking Lot	
500 block	N	Franklin Street	First Baptist Church	1-9-1995
<u>920</u>	<u>N</u>	<u>Franklin Street</u>	<u>AT&amp;T – 2 spaces</u>	<u>06-23-2025</u>
201	S	Franklin Street	Mabel Bozzoli	9-28-1998
1000 block		Glass Beach Drive	End of Glass Beach Drive at Pudding Creek Tress bridge - 2 spaces	
490	N	Harold Street	Senior Center/Middle School – two spaces	
500	N	Harold Street	Fort Bragg Middle School - one space	07-24-2023
545	N	Harold Street	Ali & Rick Van Zee	08-12-2019
255	S	Harold Street	Our Lady of Good Counsel	12-14-1998



**RESOLUTION 1271-2024/A (05-28-2024)**  
**MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG**

		<b>STREET ADDRESS</b>	<b>OWNER/LOCATION</b>	<b>DATE</b>
127	N	Harrison Street	Lorraine Reid	1-23-2017
140	N	Harrison Street	Phil Acosta	1-23-2017
300	N	Harrison Street	Rick Sapinski	1-23-2017
124	E	Laurel Street	Cucina Verona	03/09/2020
200	E	Laurel Street	Southwest Corner of Laurel & Franklin	11-26-2012
400 block	E	Laurel Street, south side— one space west of the driveway	Veteran's Memorial Building	6-28-1999
499	E	Laurel Street	FB Branch/Mendo Co. Library	
800 block	E	Laurel Street	Otis Johnson Park entrance on Laurel Street – one space	
125	S	Lincoln Street	Dick Finch	7-08-2013
300	S	Lincoln Street	CV Starr Center- five spaces	
324	S	Lincoln Street	Redwood Elementary School- two spaces	4-26-1999
355	S	Lincoln Street	LDS Church	12-14-1998
141	N	Main Street Parking Lot	City of Fort Bragg Fire Department	
363	N	Main Street	Town Hall	3-8-1993
802	N	Main Street	California Department of Forestry; space is located on Spruce Street	10-9-2001
600	E	Maple Street	Our Lady of Good Counsel – two spaces	
151	S	McPherson Street	Angelina Moura – two spaces, one on McPherson one on Madrone	04-11-2022
142	N	McPherson Street	Theresa Brazil	5/28/2024
242	N	McPherson Street	Barry Cusick	7-23-2007
320	N	McPherson Street	Dawn Ferreira	11-28-2022
137	E	Oak Street	Hospitality Center (Oak Street side)	
224	E	Oak Street	Dora Baroni TTE	7-25-2016
127	E	Pine Street	First Baptist Church	1-27-1992
203	E	Pine Street	Dental/Medical Complex	05-29-2018
230	E	Pine Street	William Yeomans	7-12-2010
309	E	Redwood Avenue	Curves	11-26-2007
430	E	Redwood Avenue	Fort Bragg Lions Club	8-24-1992
620	E	Redwood Avenue	Trinity Lutheran Church- 2 spaces	2/11/2019
648		Stewart Street	Alan McClintock	7-24-2023
930		Stewart Street	Glass Beach Preschool; space is located on John Cimolino Way, north side	7-26-1999; amended: 9-25-2000
310	N	Whipple Street	Sergio Sanchez	4-14-2003
446	N	Whipple Street (curb on Whipple Street just south of Red Zone at stop on Pine)	Seventh Day Adventist Church	07-11-2011
540	N	Whipple Street	Martine Baltierra	09-11-2023

**RESOLUTION 1271-2024/A (05-28-2024)**  
**MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG**

		<b>STREET ADDRESS</b>	<b>OWNER/LOCATION</b>	<b>DATE</b>
465	S	Whipple Street	Katherine Thompson	11-23-1992

**O. PASSENGER LOADING (WHITE LIMITED PARKING) ZONES**

The following areas shall be limited to the loading and unloading of passengers between the hours of 7:00 a.m. and 6:00 p.m. with Sundays and holidays excepted.

1. Fir Street, at Fort Bragg Middle School, east end at Harold Street starting 11' from corner for a distance of 22'. (9-25-2000)
2. 135 S. Franklin Street, at Coast Cinemas, to replace current green zone. (4-27-2015)
3. Laurel Street, at Fort Bragg Library, from a point 61 feet west of Whipple Street for a distance of 30 feet. (7-23-2007)
4. Stewart Street at John Cimolino Way in front of 930 Stewart Street; starting from the curb ramp and going west for 22'. (9-25-2000)
- 4.5. 310 S. Franklin Street starting at the driveway curb cut and going north for a distance of 36'. (6-23-2025)

**P. LOADING (YELLOW LIMITED PARKING) ZONES**

Loading Zones will be designated, signed or marked as Loading Zones as provided in Chapter 10.22.

**Q. 15 MPH ZONE**

1. 100 block of S. Lincoln Street. (04-09-1990)
2. 200 block of Park Street. (1-11-2010)
3. West Cypress Street. Noyo Headlands Park Entrance (03-09-2020)

**R. YIELD RIGHT OF WAY**

None at present.

**S. SCHOOL ZONE SPEED**

The following streets are hereby declared as school zones. The speed limit in said zones as described below shall be 15 miles per hour when children are present.

1. Chestnut Street, between Lincoln and eastern city limits.
2. Dana Street between Chestnut and the extension of Willow Street.
3. East Fir Street between North Whipple and North Harold.
4. Harold Street between Cedar and Fir Streets. (9-25-2000)
5. Lincoln Street, between Chestnut and Willow Streets.
6. Ocean View Drive, near Leonard Holmes Street/Harbor Avenue. (11-23-2015)
7. Sanderson Way, between Chestnut and Willow Streets.
8. Maple Street, between South Whipple and Park Streets. (6-23-2025)
- 7.9. East Laurel Street, between North Harold and Alger Streets. (6-23-2025)

**T. MOTORIZED VEHICLES PROHIBITED**

1. Extension of N Dana between Oak Street and Cedar Street. (5-9-88)
2. Extension of Willow Street between Sanderson Way and Dana Street.

**RESOLUTION 1271-2024/A (05-28-2024)**  
**MASTER TRAFFIC RESOLUTION / CITY OF FORT BRAGG**

**U. EMERGENCY VEHICLES ONLY**

1. Boatyard Shopping Center at northwest corner of parking lot. As authorized by property owner in accordance with FBMC Title 10 and California Vehicle Code Section 38000 et seq. (6-10-1991)

The above and foregoing Resolution was introduced by Councilmember Albin-Smith, seconded by Councilmember Godeke, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 11<sup>th</sup> day of September 2023, by the following vote:

<b>AYES:</b>	<b>Councilmembers Albin-Smith, Godeke, Peters, Rafanan, and Mayor Norvell.</b>
<b>NOES:</b>	<b>None.</b>
<b>ABSENT:</b>	<b>None.</b>
<b>ABSTAIN:</b>	<b>None.</b>
<b>RECUSED:</b>	<b>None.</b>

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**BERNIE NORVELL**  
**Mayor**

**ATTEST:**

---

**Diana Sanchez**  
**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: 25-236**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5D.

Adopt Resolution Approving Contract Amendment No.2 with Truepoint Solutions, LLC for Additional Configuration and Project Management Support Authorizing the City Manager to Execute Contract (Amount Not To Exceed \$140,230.00)

RESOLUTION NO. \_\_\_\_\_-2025

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
APPROVING FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
TRUEPOINT SOLUTIONS, LLC FOR ADDITIONAL CONFIGURATION AND  
PROJECT MANAGEMENT SUPPORT AUTHORIZING THE CITY MANAGER TO  
EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$140,230.00)**

**WHEREAS**, the City of Fort Bragg is committed to improving the quality and efficiency of its Planning and Building Department operations; and

**WHEREAS**, the City and Consultant entered into a Professional Services Agreement ("Contract") on August 13, 2024; and

**WHEREAS**, the City and Consultant executed Amendment No. 1 on May 12, 2025; and

**WHEREAS**, the parties desire to amend the contract to include additional support during the Go-Live period, resulting in increased costs of \$13,200; and

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

**NOW, THEREFORE**, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement to provide implementation of Accela Civic Applications for Building, Planning, and Engineering, between the CITY and CONSULTANT dated August 13, 2024, is hereby amended.

**The above and foregoing Resolution was introduced by Councilmember , seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23<sup>rd</sup> day of June, 2025, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

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**JASON GODEKE**  
Mayor

**ATTEST:**

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**Diana Paoli**  
City Clerk

PROJECT CHANGE ORDER

Agency: City of Fort Bragg, CA

CO #: 02

Project: PSA for Accela Implementation  
Project ID #: August 14<sup>th</sup> 2024 – Accela Services

Date: 6/9/2025

SOW #: Implementation of Accela Civic Applications  
for a Building, Planning and Engineering

Initiating Department: TruePoint Solutions/Boise PM  
Initiated By: Keith Hobday  
Change Category: ☐ Product ☒ Project ☒ Contract  
Priority: ☒ High/Critical ☐ Medium ☐ Low

PROJECT CHANGE DESCRIPTION/TASK SUMMARY:  
The billable budget for the implementation with the planned May go-live of early May has been used up. The new go-live is planned for July 1<sup>st</sup>.  
  
80 hours will cover the additional time needed for configuration changes, project management, and go-live support during the go-live week.  
  
80 Hours \* 165 per hour =\$13,200

SIGNATURE AND ACCEPTANCE

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela system. The approval of this Change Order will act as a Work Authorization for TruePoint and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order.

Accepted By: City of Fort Bragg, CA	Accepted By: TruePoint Solutions.
By:	By:
Print Name:	Print Name: Keith Hobday
Title:	Title: VP Customer Success
Date:	Date:



# City of Fort Bragg

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

## Text File

**File Number: 25-238**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Consent Calendar

**Agenda Number:** 5E.

Adopt Resolution of the Fort Bragg City Council Approving Second Amendment to Professional Services Agreement with Miller Marine Science & Consulting for the Oneka Desalination Buoy Project, and Authorizing the City Manager to Execute Contract (Amount Not to Exceed \$53,500)

RESOLUTION NO. \_\_\_\_-2025

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH MILLER MARINE SCIENCE & CONSULTING FOR THE PREPARATION OF A MITIGATED NEGATIVE DECLARATION FOR THE ONEKA DESALINATION BUOY PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$53,500)**

**WHEREAS**, on May 11, 2023, the City of Fort Bragg ("City") entered into a professional services agreement with Miller Marine Science & Consulting ("Consultant"), in the amount of \$25,000 for the preparation of a California Environmental Quality Act (CEQA) Initial Study (IS) for the Oneka Desalination Buoy Project WTR-00025; and

**WHEREAS**, on October 10, 2023, City Council authorized a First Amendment to the professional services agreement to increase the not to exceed amount to \$50,000; and

**WHEREAS**, additional support is needed from the consultant to complete this phase of the project; and

**WHEREAS**, the costs of these additional services are estimated to be \$3,500, bringing the total Not to Exceed Amount to \$53,500; 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**, there are sufficient funds available in the Oneka Floating Desal Project, Project Number WTR-00025, to cover the cost of these additional services.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve an Amendment to the Professional Services Agreement with Miller Marine Science & Consulting, and authorize the City Manager to execute the contract, amount not to exceed \$53,500.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23<sup>rd</sup> day of June 2025, by the following vote:**

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

---

**JASON GODEKE**  
Mayor

**ATTEST:**

---

**Diana Paoli**  
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: 25-240**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Consent Calendar

**Agenda Number:** 5F.

Accept Certificate of Completion for Facilities Camera and Police Department Access Control  
Project and Direct City Clerk to File Notice of Completion

RECORDING REQUESTED BY:

City of Fort Bragg

AND WHEN RECORDED, RETURN TO:

City of Fort Bragg  
416 North Franklin Street  
Fort Bragg, California 95437  
Attention: Diana Paoli, City Clerk

The City is exempt from recordation fees per Government Code §27383.

### NOTICE OF COMPLETION

1. The undersigned is the duly authorized agent of the owner, City of Fort Bragg.
2. The full name of the owner is City of Fort Bragg, a municipal corporation.
3. The nature of the interest of the owner is a fee interest.
4. This project was constructed in accordance with the Contract entitled **Facilities Camera and Police Department Access Control** dated March 13, 2025.
5. The name of the contractor of the improvement work is Low Voltage Security, 5803 Skylane Blvd, Suite A-3 Windsor, CA 95492. The contract was awarded to this firm on March 11, 2025, pursuant to Resolution 4901-2025 by the Fort Bragg City Council.
6. The address of the owner is the City of Fort Bragg, 416 North Franklin Street, Fort Bragg, California 95437.
7. On June 16, 2025, Carlos Hernandez, Engineering Technician, executed a Certificate of Completion for the above-referenced project indicating that this project was completed as of that date. See Certificate of Completion attached hereto as Exhibit A.

State of California )

County of Mendocino )

I hereby certify under penalty of perjury that the foregoing is true and correct:

City Council Approval

CITY OF FORT BRAGG

June 23, 2025

(Date)

By: \_\_\_\_\_

Diana Paoli  
City Clerk

PROOF OF SERVICE BY MAIL  
(Code of Civil Procedure Sections 1013a, 2015.5)

I am over the age of 18 years, employed in the County of Mendocino, and not a party to the within action; my business address is Fort Bragg City Hall, 416 North Franklin Street, Fort Bragg, California 95437.

On [Date], I served the attached document by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully prepaid, via Certified Mail, Return Receipt Requested, in the United States mail at Fort Bragg, California addressed as follows:

Low Voltage Security  
5803 Skylane Blvd, Suite A-3  
Windsor, CA 95492

Executed on [Date], at Fort Bragg, Mendocino County, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

ATTEST:

---

Diana Paoli  
City Clerk



## CITY OF FORT BRAGG

*Incorporated August 5, 1889*

416 N. Franklin Street, Fort Bragg, CA 95437

Phone: (707) 961-2823 Fax: (707) 961-2802

[www.FortBragg.com](http://www.FortBragg.com)

### **CERTIFICATE OF COMPLETION**

All items of work and the provisions of the contract executed with Low Voltage Security for the Facilities Camera and Police Department Access Control Project dated March 13, 2025, have been completed.

This project as described above was awarded by the Fort Bragg City Council by resolution at their meeting of March 11, 2025.

It is recommended that the completed project be accepted by the City Council.

Signed by:

*Carlos Hernandez*

2CB3BF4822714F8...

Carlos Hernandez

Engineering Technician

DATED: June 16, 2025.

**EXHIBIT "A"**



# City of Fort Bragg

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

## Text File

**File Number: 25-241**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Consent Calendar

**Agenda Number:** 5G.

Resolution of the Fort Bragg City Council Establishing the Broadband and Digital Infrastructure Division and Adopting Associated Classifications and Compensations  
Adoption of this Resolution establishes the classifications that will be part of the new Broadband and Digital Infrastructure Division.

**RESOLUTION NO. XXXX-2025**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL ESTABLISHING THE  
BROADBAND AND DIGITAL INFRASTRUCTURE DIVISION AND ADOPTING  
ASSOCIATED CLASSIFICATIONS AND COMPENSATIONS**

**WHEREAS**, it is the desire of the Fort Bragg City Council to provide an adequate level of compensation and to enumerate benefits and conditions of employment for the City of Fort Bragg's new Broadband and Digital Infrastructure Division, resulting from the acquisition of the Internet Service Provider (ISP), Mendocino Community Network (MCN), from the Mendocino Unified School District (MUSD) on May 23, 2025; and

**WHEREAS**, the Fort Bragg City Council approved the purchase of MCN by approving Resolution 4926-2025 during the May 12, 2025, City Council meeting; and

**WHEREAS**, the City wishes to establish the classifications within the Broadband and Digital Infrastructure (Broadband) Division in preparation for incoming MCN employees who will be City employees effective July 1, 2025; and

**WHEREAS**, the Broadband and Digital Infrastructure Division includes the following classifications:

- *Executive Management (at-will, exempt):*  
Director of Broadband and Digital Infrastructure
- *Mid Management (exempt):*  
Broadband Manager
- *Non-represented, Full-Time, Non-Exempt Classifications:*  
Senior Network Administrator  
Network Operator  
Systems Technician  
Broadband Finance Technician I
- *Non-represented, Part-Time, Non-Exempt Classification:*  
Systems Technician (Part-Time); and

**WHEREAS**, these classifications are necessary to support operations, administration, and delivery of broadband services to the community; and

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

**WHEREAS**, the at-will, exempt, full-time Executive Management Director of Broadband and Digital Infrastructure is not part of the Personnel Merit System and does not receive consideration as provided for others in that system; and

**WHEREAS**, exempt at-will Executive classifications are exempt from overtime under Fair Labor Standards Act section 13(a)(1); and

**WHEREAS**, the Director of Broadband and Digital Infrastructure classification covered by this resolution is at-will, serves at the pleasure of the City Manager, and can be terminated with or without notice or cause and with no rights of appeal; and

**WHEREAS**, the Mid-Management Broadband Manager is part of the Mid-Management employee group; 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**, CalPERS requires the City to have a publicly adopted and posted salary schedule; and

**WHEREAS**, the full salary schedule is available on the City's website; and

**WHEREAS**, based on the evidence provided, the City Council finds as follows:

1. Establishing the Director of Broadband and Digital Infrastructure, a full-time, exempt, at-will, Executive Management classification to provide oversight and management of the Broadband Division; and
2. Establishing the Broadband Manager, an exempt, full-time, Mid-Management classification to assist the Director of Broadband and Digital Infrastructure for the day-to-day management of operations of the Broadband Division; and
3. Establishing the full-time non-exempt non-represented classifications of Senior Network Administrator, Network Operator, Systems Technician, and Broadband Finance Technician I to perform tasks related to the daily operations of the Broadband Division; and
4. Establishing the System Technician, Part-Time classification, a part-time, non-exempt, non-represented classification;
5. Confirming the Master Salary Rate Compensation Plan for the newly established classifications and Exhibit A documents the portion of the Master Salary Rate Compensation Plan reflecting only the newly established Broadband and Digital Infrastructure classifications that will be effective July 1, 2025, and Exhibit A will be incorporated into the all-inclusive Master Salary Rate Compensation Plan as soon as practical due to the current ongoing labor negotiations for efficiency.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby authorize the establishment of the Broadband and Digital Infrastructure Division as outlined in Exhibit A, which will be reflected in an all-inclusive Master Salary Rate Compensation Plan as soon as practical.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23<sup>rd</sup> day of June, 2025, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

---

**Jason Godeke**  
**Mayor**

**ATTEST:**

---

**Diana Paoli**  
**City Clerk**



Department	Position	Step	Class	Status	Hourly	BiWeekly	Monthly	Annually	
FB Broadband	Director of Broadband and Digital Infrastructure	Step 1	Executive	Vacant (1)	51.28	4,102.51	8,888.76	106,665.14	Does not include the 3% COLA
		Step 2			53.85	4,308.00	9,334.00	112,008.00	
		Step 3			56.54	4,523.20	10,290.80	117,603.20	
		Step 4			59.37	4,749.60	10,290.80	123,489.60	
		Step 5			62.34	4,987.20	10,805.60	129,667.20	
FB Broadband	Broadband Manager	Step 1	Mid-Manager	Filled (1)	41.01	3,281.14	7,109.13	85,309.54	Does not include the 3% COLA
		Step 2			43.06	3,444.80	7,463.73	89,564.80	
		Step 3			45.21	3,616.80	7,836.40	94,036.80	
		Step 4			47.47	3,797.60	8,228.13	98,737.60	
		Step 5			49.84	3,987.20	8,638.93	103,667.20	
FB Broadband	Senior Network Administrator	Step 1	Non-rep	Filled (1)	40.74	3,259.20	7,061.60	84,739.20	Does not include the 3% COLA
		Step 2			42.78	3,422.16	7,414.68	88,976.16	
		Step 3			44.92	3,593.27	7,785.41	93,424.97	
		Step 4			47.16	3,772.93	8,174.69	98,096.22	
		Step 5			49.52	3,961.58	8,583.42	103,001.03	
FB Broadband	Broadband Field Operations Coordinator	Step 1	Non-rep	Filled (1)	26.17	2,093.60	4,536.69	54,440.26	Does not include the 3% COLA
		Step 2			27.48	2,198.40	4,763.20	57,158.40	
		Step 3			28.85	2,308.00	5,000.67	60,008.00	
		Step 4			30.29	2,423.20	5,250.27	63,003.20	
		Step 5			31.80	2,544.00	5,512.27	66,144.00	
FB Broadband	System Technician	Step 1	Non-Rep	Filled (3)	23.74	1,899.20	4,114.14	49,369.63	Does not include the 3% COLA
		Step 2			24.92	1,993.60	4,319.47	51,833.60	
		Step 3			26.17	2,093.28	4,536.13	54,433.60	
		Step 4			27.48	2,198.40	4,763.20	57,158.40	
		Step 5			28.85	2,308.32	5,000.67	60,008.00	
FB Broadband	System Technician (PT)	Step 1	Non-Rep	Filled (1)	23.82	1,905.60	4,128.80	49,545.60	Does not include the 3% COLA
FB Broadband	Broadband Finance Technician I	Step 1	Non-Rep	Filled (1)	23.08	1,846.61	4,000.98	48,011.81	Does not include the 3% COLA
		Step 2			24.24	1,939.20	4,201.60	50,419.20	
		Step 3			25.45	2,036.00	4,411.33	52,936.00	
		Step 4			26.72	2,137.60	4,631.47	55,577.60	
		Step 5			28.06	2,244.80	4,863.73	58,364.80	



# City of Fort Bragg

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

## Text File

**File Number: 25-242**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Consent Calendar

**Agenda Number:** 5H.

Resolution of the Fort Bragg City Council Approving the 2025-2029 Memorandum of Understanding with the Fort Bragg Employee Organization/Service Employees International Union Local 1021 and Authorizing City Manager to Execute Same  
Approval of this Resolution adopts the 2025-2029 Memorandum of Understanding with the Fort Bragg Employee Organization/Service Employees International Union Local 1021 and authorizes the City Manager to execute the same.

**RESOLUTION NO. XXXX-2025**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING THE 2025-2029  
MEMORANDUM OF UNDERSTANDING WITH THE FORT BRAGG EMPLOYEE  
ORGANIZATION/SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 AND  
AUTHORIZING CITY MANAGER TO EXECUTE SAME**

**WHEREAS**, the City and the Fort Bragg Employee Organization/Service Employees International Union Local 1021 (FBEO/SEIU) commenced negotiations on April 30, 2025, for a new four-year Memorandum of Understanding (MOU); and

**WHEREAS**, during the process of negotiations, both parties presented proposals which were discussed, countered, agreed to, and/or withdrawn from the table; and

**WHEREAS**, the parties agreed to a tentative agreement package, which was ratified by the FBEO/SEIU membership on June 18, 2025; and

**WHEREAS**, the new MOU is complete and ready for signatures (see MOU attached hereto and incorporated herein by reference); and

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

The City and the Fort Bragg Employee Organization/Service Employees International Union Local 1021 (FBEO/SEIU) have undertaken to bargain in good faith and negotiated a tentative agreement that has been reviewed by both parties and has been accepted and is now presented for adoption.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve the 2025-2029 Memorandum of Understanding with the Fort Bragg Employee Organization/Service Employees International Union Local 1021 and authorizes the City Manager to execute same.

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23<sup>rd</sup> day of June, 2025, by the following vote:

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

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**JASON GODEKE**  
Mayor

**ATTEST:**

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**Diana Paoli**  
City Clerk

Department	Position	Class	Step	Hourly	BiWeekly	Monthly	Annually
Economic Development	Grants Coordinator	FBEO, Grant-Funded	Step 1	32.79	2,623.20	5,683.60	68,203.20
			Step 2	34.43	2,754.40	5,967.87	71,614.40
			Step 3	36.15	2,892.00	6,266.00	75,192.00
			Step 4	37.96	3,036.80	6,579.73	78,956.80
			Step 5	39.86	3,188.80	6,909.07	82,908.80
Finance	Finance Technician I	FBEO	Step 1	24.46	1,956.80	4,239.73	50,876.80
			Step 2	25.68	2,054.40	4,451.20	53,414.40
			Step 3	26.96	2,156.80	4,673.07	56,076.80
			Step 4	28.31	2,264.80	4,907.07	58,884.80
			Step 5	29.73	2,378.40	5,153.20	61,838.40
Finance	Finance Technician II	FBEO	Step 1	26.99	2,159.20	4,678.27	56,139.20
			Step 2	28.34	2,267.20	4,912.27	58,947.20
			Step 3	29.76	2,380.80	5,158.40	61,900.80
			Step 4	31.25	2,500.00	5,416.67	65,000.00
			Step 5	32.81	2,624.80	5,687.07	68,244.80
Finance	Finance Technician III	FBEO	Step 1	29.74	2,379.20	5,154.93	61,859.20
			Step 2	31.23	2,498.40	5,413.20	64,958.40
			Step 3	32.79	2,623.20	5,683.60	68,203.20
			Step 4	34.43	2,754.40	5,967.87	71,614.40
			Step 5	36.15	2,892.00	6,266.00	75,192.00
Finance	Government Accountant I	FBEO	Step 1	32.79	2,623.20	5,683.60	68,203.20
			Step 2	34.43	2,754.40	5,967.87	71,614.40
			Step 3	36.15	2,892.00	6,266.00	75,192.00
			Step 4	37.96	3,036.80	6,579.73	78,956.80
			Step 5	39.86	3,188.80	6,909.07	82,908.80
Information Technology	Systems Technician	FBEO	Step 1	25.16	2,012.80	4,361.07	52,332.80
			Step 2	26.42	2,113.60	4,579.47	54,953.60
			Step 3	27.74	2,219.20	4,808.27	57,699.20
			Step 4	29.13	2,330.40	5,049.20	60,590.40
			Step 5	30.59	2,447.20	5,302.27	63,627.20
Planning, Housing & Building	Administrative Assistant - Non-Confidential	FBEO	Step 1	27.15	2,172.00	4,706.00	56,472.00
			Step 2	28.51	2,280.80	4,941.73	59,300.80
			Step 3	29.94	2,395.20	5,189.60	62,275.20
			Step 4	31.44	2,515.20	5,449.60	65,395.20
			Step 5	33.01	2,640.80	5,721.73	68,660.80

Deparment	Position	Class	Step	Hourly	BiWeekly	Monthly	Annually
Planning, Housing & Building	<b>Assistant Planner</b>	FBEO	<b>Step 1</b>	34.93	2,794.40	6,054.53	72,654.40
			<b>Step 2</b>	36.68	2,934.40	6,357.87	76,294.40
			<b>Step 3</b>	38.51	3,080.80	6,675.07	80,100.80
			<b>Step 4</b>	40.44	3,235.20	7,009.60	84,115.20
			<b>Step 5</b>	42.46	3,396.80	7,359.73	88,316.80
Planning, Housing & Building	<b>Associate Planner</b>	FBEO	<b>Step 1</b>	36.17	2,893.60	6,269.47	75,233.60
			<b>Step 2</b>	37.98	3,038.40	6,583.20	78,998.40
			<b>Step 3</b>	39.88	3,190.40	6,912.53	82,950.40
			<b>Step 4</b>	41.87	3,349.60	7,257.47	87,089.60
			<b>Step 5</b>	43.96	3,516.80	7,619.73	91,436.80
Planning, Housing & Building	<b>Planning Technician</b>	FBEO	<b>Step 1</b>	27.15	2,172.00	4,706.00	56,472.00
			<b>Step 2</b>	28.51	2,280.80	4,941.73	59,300.80
			<b>Step 3</b>	29.94	2,395.20	5,189.60	62,275.20
			<b>Step 4</b>	31.44	2,515.20	5,449.60	65,395.20
			<b>Step 5</b>	33.01	2,640.80	5,721.73	68,660.80
Planning, Housing & Building	<b>Permit Technician</b>	FBEO	<b>Step 1</b>	27.15	2,172.00	4,706.00	56,472.00
			<b>Step 2</b>	28.51	2,280.80	4,941.73	59,300.80
			<b>Step 3</b>	29.94	2,395.20	5,189.60	62,275.20
			<b>Step 4</b>	31.44	2,515.20	5,449.60	65,395.20
			<b>Step 5</b>	33.01	2,640.80	5,721.73	68,660.80
Police	<b>Administrative Assistant - Police</b>	FBEO	<b>Step 1</b>	27.15	2,172.00	4,706.00	56,472.00
			<b>Step 2</b>	28.51	2,280.80	4,941.73	59,300.80
			<b>Step 3</b>	29.94	2,395.20	5,189.60	62,275.20
			<b>Step 4</b>	31.44	2,515.20	5,449.60	65,395.20
			<b>Step 5</b>	33.01	2,640.80	5,721.73	68,660.80
Public Works	<b>Assistant City Engineer</b>	FBEO	<b>Step 1</b>	36.65	2,932.00	6,352.67	76,232.00
			<b>Step 2</b>	38.48	3,078.40	6,669.87	80,038.40
			<b>Step 3</b>	40.40	3,232.00	7,002.67	84,032.00
			<b>Step 4</b>	42.42	3,393.60	7,352.80	88,233.60
			<b>Step 5</b>	44.54	3,563.20	7,720.27	92,643.20
Public Works	<b>Engineering Technician</b>	FBEO	<b>Step 1</b>	33.25	2,660.00	5,763.33	69,160.00
			<b>Step 2</b>	34.91	2,792.80	6,051.07	72,612.80
			<b>Step 3</b>	36.66	2,932.80	6,354.40	76,252.80
			<b>Step 4</b>	38.49	3,079.20	6,671.60	80,059.20
			<b>Step 5</b>	40.41	3,232.80	7,004.40	84,052.80
Public Works	<b>Engineering Technician II</b>	FBEO	<b>Step 1</b>	36.65	2,932.00	6,352.67	76,232.00
			<b>Step 2</b>	38.48	3,078.40	6,669.87	80,038.40
			<b>Step 3</b>	40.40	3,232.00	7,002.67	84,032.00
			<b>Step 4</b>	42.42	3,393.60	7,352.80	88,233.60
			<b>Step 5</b>	44.54	3,563.20	7,720.27	92,643.20
Public Works	<b>Senior Engineering Technician</b>	FBEO	<b>Step 1</b>	40.18	3,214.40	6,964.53	83,574.40
			<b>Step 2</b>	42.19	3,375.20	7,312.93	87,755.20
			<b>Step 3</b>	44.30	3,544.00	7,678.67	92,144.00
			<b>Step 4</b>	46.52	3,721.60	8,063.47	96,761.60
			<b>Step 5</b>	48.85	3,908.00	8,467.33	101,608.00

Department	Position	Class	Step	Hourly	BiWeekly	Monthly	Annually
Public Works	Environmental Compliance Coordinator	FBEO					
			Step 1	38.46	3,076.80	6,666.40	79,996.80
			Step 2	40.38	3,230.40	6,999.20	83,990.40
			Step 3	42.40	3,392.00	7,349.33	88,192.00
			Step 4	44.52	3,561.60	7,716.80	92,601.60
			Step 5	46.75	3,740.00	8,103.33	97,240.00
Public Works	Maintenance Worker I	FBEO	Step 1	22.94	1,835.20	3,976.27	47,715.20
			Step 2	24.09	1,927.20	4,175.60	50,107.20
			Step 3	25.29	2,023.20	4,383.60	52,603.20
			Step 4	26.55	2,124.00	4,602.00	55,224.00
			Step 5	27.88	2,230.40	4,832.53	57,990.40
Public Works	Maintenance Worker II	FBEO	Step 1	26.07	2,085.60	4,518.80	54,225.60
			Step 2	27.37	2,189.60	4,744.13	56,929.60
			Step 3	28.74	2,299.20	4,981.60	59,779.20
			Step 4	30.18	2,414.40	5,231.20	62,774.40
			Step 5	31.69	2,535.20	5,492.93	65,915.20
Public Works	Maintenance Worker III	FBEO	Step 1	27.38	2,190.40	4,745.87	56,950.40
			Step 2	28.75	2,300.00	4,983.33	59,800.00
			Step 3	30.19	2,415.20	5,232.93	62,795.20
			Step 4	31.70	2,536.00	5,494.67	65,936.00
			Step 5	33.29	2,663.20	5,770.27	69,243.20
Public Works	Maintenance Worker IV	FBEO	Step 1	31.06	2,484.80	5,383.73	64,604.80
			Step 2	32.61	2,608.80	5,652.40	67,828.80
			Step 3	34.24	2,739.20	5,934.93	71,219.20
			Step 4	35.95	2,876.00	6,231.33	74,776.00
			Step 5	37.75	3,020.00	6,543.33	78,520.00
Public Works	Maintenance Division Supervisor	FBEO	Step 1	38.38	3,070.40	6,652.53	79,830.40
			Step 2	40.30	3,224.00	6,985.33	83,824.00
			Step 3	42.32	3,385.60	7,335.47	88,025.60
			Step 4	44.44	3,555.20	7,702.93	92,435.20
			Step 5	46.66	3,732.80	8,087.73	97,052.80
Public Works	Mechanic	FBEO	Step 1	29.45	2,356.00	5,104.67	61,256.00
			Step 2	30.92	2,473.60	5,359.47	64,313.60
			Step 3	32.47	2,597.60	5,628.13	67,537.60
			Step 4	34.09	2,727.20	5,908.93	70,907.20
			Step 5	35.79	2,863.20	6,203.60	74,443.20

Deparment	Position	Class	Step	Hourly	BiWeekly	Monthly	Annually
Public Works	Treatment Division Supervisor	FBEO	Step 1	38.38	3,070.40	6,652.53	79,830.40
			Step 2	40.30	3,224.00	6,985.33	83,824.00
			Step 3	42.32	3,385.60	7,335.47	88,025.60
			Step 4	44.44	3,555.20	7,702.93	92,435.20
			Step 5	46.66	3,732.80	8,087.73	97,052.80
Public Works	Treatment Plant Operator-in-Training	FBEO	Step 1	22.36	1,788.80	3,875.73	46,508.80
			Step 2	23.48	1,878.40	4,069.87	48,838.40
			Step 3	24.65	1,972.00	4,272.67	51,272.00
			Step 4	25.88	2,070.40	4,485.87	53,830.40
			Step 5	27.17	2,173.60	4,709.47	56,513.60
Public Works	Treatment Plant Operator I	FBEO	Step 1	27.74	2,219.20	4,808.27	57,699.20
			Step 2	29.13	2,330.40	5,049.20	60,590.40
			Step 3	30.59	2,447.20	5,302.27	63,627.20
			Step 4	32.12	2,569.60	5,567.47	66,809.60
			Step 5	33.73	2,698.40	5,846.53	70,158.40
Public Works	Treatment Plant Operator II	FBEO	Step 1	29.15	2,332.00	5,052.67	60,632.00
			Step 2	30.61	2,448.80	5,305.73	63,668.80
			Step 3	32.14	2,571.20	5,570.93	66,851.20
			Step 4	33.75	2,700.00	5,850.00	70,200.00
			Step 5	35.44	2,835.20	6,142.93	73,715.20
Public Works	Treatment Plant Operator III	FBEO	Step 1	32.13	2,570.40	5,569.20	66,830.40
			Step 2	33.74	2,699.20	5,848.27	70,179.20
			Step 3	35.43	2,834.40	6,141.20	73,694.40
			Step 4	37.20	2,976.00	6,448.00	77,376.00
			Step 5	39.06	3,124.80	6,770.40	81,244.80

# MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF FORT BRAGG



And

THE FORT BRAGG EMPLOYEE ORGANIZATION  
AND SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 1021



EFFECTIVE JULY 1, 2025 - JUNE 30, 2029



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## **ARTICLE 1 - PREAMBLE**

Pursuant to the provisions of the Meyers-Millias-Brown Act (California Government Code Section 3500 et seq.) and the Fort Bragg Municipal Code, agreement has been reached between the City of Fort Bragg (hereinafter referred to as "CITY") and the Fort Bragg Employee Organization (FBEO) affiliated with the Service Employees International Union Local 1021 (hereinafter referred to as "ORGANIZATION").

It is the general purpose of this Memorandum of Understanding (MOU) to promote the mutual interest of the City and its employees and to establish rates of pay, and certain other terms and conditions of employment.

1. The City and the Organization agree that the term of this Agreement shall be from July 1, 2025, through June 30, 2029.
2. Pursuant to the provisions of the City's Employee-Employer Organization Relations Resolution (1868-91) and applicable law, the City hereby acknowledges and recognizes the Organization as the certified representative of the employees in the following classifications:

Administrative Assistant (Non-Confidential)  
Assistant City Engineer  
Assistant Planner  
Associate Planner  
Code Enforcement Officer  
Engineering Technician, II and Senior Engineering Technician  
Environmental Compliance Coordinator  
Finance Technician I, II, and III  
Government Accountant I and II  
Grants Coordinator  
Maintenance Worker I, II, III, and IV  
Maintenance Division Supervisor  
Mechanic  
Permit Technician  
Planning Technician  
Public Works Administrative Analyst  
Systems Technician  
Treatment Plant Operator I, II, and III  
Treatment Plant Operator-in-Training  
Treatment Division Supervisor

3. The term "employee" or "employees" as used herein shall refer to employees employed by the City (excluding Temporary, Part Time, and/or Seasonal) as well as such classes of employees as may be added hereafter through the provisions of the City Employee-Employer Relations Resolution or applicable state law.
4. If any article or section of this Agreement should be found invalid, unlawful or unenforceable by

reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the City and the Organization agree to meet within thirty days for the purpose of renegotiating said article or section.

5. Any conflict between any article or section of this Agreement and any City or Departmental rule, regulation, ordinance, code, resolution, procedure or practice, existing as of the date of this Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein.
6. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matters within the scope of meeting and conferring during the period of the term of this Agreement, except regarding the interpretation of this Agreement.
7. The foregoing shall not preclude the parties hereto from meeting and conferring at any time with respect to any subject matter within the scope of meeting and conferring.
8. It is recognized that the Employer-Employee Organization Relations Procedure adopted by Resolution No. 1868-91 on November 12, 1991, is the governing document as to the procedures for meeting and conferring in good faith with recognized employee organizations regarding matters that involve the wages, hours and other terms and conditions of employment.

## **ARTICLE 2 - DEFINITIONS**

1. "Agreement" - the document referenced in Section 3505.1 of the Government Code. It shall be synonymous with the term "Memorandum of Understanding".
2. "Benefit" - is a service or compensation, other than salary, as provided for in this Agreement.
3. "City" - is the City of Fort Bragg and its City Council.
4. Domestic Partner-A domestic partner as defined under California Family Code section 297.
5. "Department" - consists of the following City Departments: Administrative Services, Community Development, Finance and/or Public Works.
6. "Organization" - is the Fort Bragg Employee Organization affiliated with SEIU Local 1021.
7. "Personnel Rules and Regulations" - means the City of Fort Bragg Personnel Rules and Regulations
8. "Salary" - is the regular hourly monetary compensation as shown in the Compensation Schedule attached hereto as Appendix A.

### **ARTICLE 3- ORGANIZATION RIGHTS**

Organization employees shall be free to participate in Organization activities without interference, intimidation or discrimination in accordance with State law and City policies, rules and regulations. These rights shall include the following:

1. The right to represent its members before the City Council, Council advisory boards, commissions or committees with regard to wages, hours and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations. The right to be given reasonable written notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation.
2. The right to a reasonable amount of time during working hours to represent its members before the City Council or their representatives when formally meeting and conferring on matters within the scope of representation, or on any other activities that the parties agree are in the shared interest of more harmonious relations. Such time shall be scheduled in advance with the Department Manager or Human Resource Office.
3. The right to the use of a designated bulletin board and/or internal computer mail system for Union business.
4. The use of City facilities for Organization activities, providing that appropriate advance arrangements are made.
5. The City Council or its designated representative will make copies of its meeting agendas available to the Organization via the City's official website: <https://www.city.fortbragg.com/>.
6. Reasonable access to employee work location for officers of the Organization and their officially designated representatives, for the purpose of processing grievances or contacting members of the Organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Departments or with established safety or security requirements.
7. It is acknowledged that nothing contained in this Agreement is a waiver by the Organization of its rights under Section 3504 of the Government Code.
8. Public agencies and employee organizations shall not interfere with, intimidate, restrain, coerce or discriminate against public employees because of their exercise of their rights to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
9. Employees covered by this Agreement are exempt from the provisions of Article V, Section 1 paragraph C of Resolution 1868-91 The City of Fort Bragg Employer-Employee Organization Relations Resolution.
10. Represented employees may request up to a total of 40 hours off per fiscal year to attend SEIU sponsored training. The 40 hours referenced above are the total hours available to all employees requesting such time-off. An employee may use their available vacation or CTO time or request leave without pay at the employee's discretion. The City will not unreasonably

deny an employee's request for time off and shall attempt to accommodate requests whenever possible.

11. The City agrees to provide the Organization, within sixty days after the signing of this Agreement, one copy of the Agreement and of any other adopted City or Departmental rule, order, resolution or ordinance pertaining to employees represented by this Organization.

12. New Employee Information and Orientation:

- a. During orientation, each new employee represented by Organization shall be given a written statement provided by Organization notifying employee that the Union is the recognized employee organization for their classification. This statement shall include a space for the new employee's name, signature and contact information.
- b. The Union shall have the opportunity to make a 15-minute presentation with new City employee(s) represented by the Union as practical during the first month of their employment.
- c. The Union President or their designee shall not lose any compensation to meet with any new represented employee(s).
- d. In addition, new employee(s) shall not lose any compensation to meet with the Union for the presentation.

13. FBEO Release Time Bank

- a. The City agrees to establish and maintain a Release Time Bank to be used for purposes related to FBEO business. Employees may voluntarily donate any accrued leave credits (i.e., CTO, holiday, vacation) in increments of one (1) hour, except that accrued leave credits for which the employee may not receive compensation upon separation shall not be transferred.
- b. The City shall keep records of donations and withdrawals by FBEO employees for examination and verification annually. The City will report balances to the FBEO on an annual basis each January.
- c. The FBEO must approve in writing any and all use or withdrawals of the Release Time Bank.
- d. The use of the FBEO Release Time Bank is subject to reasonable advance notice and approval of the time off by the City Manager or their designee. The City shall reasonably grant requested time off based on operating needs.
- e. Employees terminating their employment with the City of Fort Bragg who are otherwise to receive compensation for benefits upon their termination as provided for within this Agreement may assign any portion of those benefits they would actually receive to the FBEO Release Time Release Bank. Such assignment will be deducted from the benefits the employee does receive. No assignments of benefits in excess of those the employee would actually receive may be made. For example, an employee who would qualify to receive thirty percent (30%) cash value for one hundred fifty (150) hours of accrued unused sick leave may assign up to forty-five (45) hours to the Release Time Bank upon separation, with such assignment being deducted from any cash payment made to the employee.

**ARTICLE 4- MANAGEMENT RIGHTS**

Except as otherwise provided in this agreement, the City retains all rights, powers, and authority exercised

or held by it, including, but not limited to:

1. The right to determine and modify the organization and the structure of the City.
2. To determine and change the purpose, extent and mission of each of its constituent departments, commissions and boards and to make changes therein.
3. To set standards for service to be offered to the public.
4. To direct the employees of the City in order to carry out its mission.
5. To determine the procedures and standards of selection and testing for employment.
6. To hire, examine, classify and promote consistent with the City's Personnel Rules.
  - a. Assignment of work - During the term of this agreement, the City reserves the right to assign work, schedule employees, and transfer employees in the City's best interests subject to the Personnel Rules.
  - b. Training - During the term of this agreement, the City reserves the right to train employees according to the City's best interests.
7. To take disciplinary action against employees, consistent with the City's Personnel Rules and applicable law.
8. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds.
9. Determine the location, methods, means and personnel by which operations are to be conducted.
10. To create, modify or delete City and/or Departmental rules and regulations, subject to meet and confer.
11. To direct management groups to perform tasks or assignments as directed by the City Manager.
12. To take all necessary actions to carry out its mission during health and safety emergencies.
13. To determine the tools, resources and technology for performing City functions.
14. The City shall not meet and confer on any subject preempted by Federal or State law. Where required by law, the City will provide the Organization with notification prior to implementing the exercise of a management right impacting wages, hour, and terms and conditions of employment on FBEO represented employees unless the impact consequences of the exercise of a management right upon unit members is provided for in this Agreement, City Personnel Rules, or Department Rules and Regulations. Should said impact not otherwise be provided as described above, upon the request of the Organization to meet and confer over the impact of implementing a management right, the City agrees to do so promptly.

#### **ARTICLE 5 - UNION MEMBERSHIP**

## 1. Fair and Equal Representation

- a. It is recognized that the Union must provide fair and equal representation to all employees in all represented classes.
- b. Employees who are not members of the Union benefit from Union representation.

## 2. Dues/COPE/Union-Sponsored Benefit Program Deductions

- a. Deductions for dues, COPE or other Union-sponsored program shall start the pay period after the employer receives notification of the authorization. The employer shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.
- b. Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the employer. The employer shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.
  - I. The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- c. No deduction of dues or service fees shall be made during any pay period in which an employee's earnings, after all other deductions are made, are insufficient to cover the full amount of the dues or service fee.
- d. When an employee is in a non-paid status for an entire pay period, no deduction will be made from that pay period. No additional deductions will be made from future earnings to cover pay periods in which no deductions were made.
- e. In the case of an employee who is in a non-paid status during less than an entire pay period and whose earnings, after all other deductions are made, are insufficient to cover the full amount of the dues or service fee, no deduction will be made from that pay period, and no additional deductions will be made from future earnings to cover that pay period.
- f. The Association shall provide written notice to the City at least 30 calendar days before a change in the amount of dues or service fee will take effect and identify the changed amounts. The Association will provide the same notice to all employees in the unit at the same time.
- g. Indemnification. The Association shall indemnify, defend, and hold the City harmless against any liability arising in any forum, whether judicial, administrative, or otherwise, from any claims, demands, or other action relating to the City's compliance with any obligations imposed under this Agreement including but not limited to, deduction of



membership dues, , and charitable donations; and the Association's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge in any forum relating to the City's compliance with this Agreement, and the Association agrees to pay any attorney, arbitrator or court fees related thereto, as well as reasonable cost of preparation time by City management.

#### ***ARTICLE 6- CONTRACTING OUT***

The City retains the right to contract out municipal services as allowed by law. Whenever the City decides to contract out services and the decision would result in the displacement or reduction in hours for an employee represented by this unit, the City shall provide the Organization with prior notice and shall meet and confer upon request.

#### ***ARTICLE 7 - PAST PRACTICE***

If the City varies from the explicit terms of this MOU or any City rule, regulation, resolution, ordinance or policy through mistake, misapplication or misinterpretation, it shall not be deemed a past practice, and the City may make correction(s) as necessary. Adequate notification of the corrections(s) shall be made to the Organization and to affected represented employee(s).

#### ***ARTICLE 8- GRIEVANCE PROCEDURES***

A grievance may be filed by the Organization on its own behalf, on behalf of any member of the Bargaining Unit, and/or by any member of the Bargaining Unit on their own behalf, for any violation of any section of this Agreement or the City's Personnel Rules.

The grievance procedure shall be pursuant to Sections 20 and 21 of the Personnel Rules.

1. For disciplinary appeals as defined in Section 20 of the Personnel Rules, upon mutual agreement of the City and the Organization, a disciplinary appeal may be submitted to advisory mediation prior to the issuance of a final decision by the City Manager.
2. For non-disciplinary grievances as defined in Section 21 of the Personnel Rules, upon mutual agreement of the City and the Organization, a non-disciplinary appeal may be submitted to advisory mediation prior to the issuance of a final decision by the City Manager.

#### ***ARTICLE 9- COMPENSATION PLAN RANGES AND SCHEDULE***

1. Salary ranges shall be per attached Exhibit A for all employee classifications covered by this agreement.
2. City agrees to pay for any certifications required by State regulating agencies in the performance of job duties.
3. It is agreed that a five-step compensation plan shall be established for all current and future established classifications represented by the Organization. The attached spreadsheet (Exhibit A) reflects the five-step compensation plan established for the classifications represented by the Organization, as updated from time to time in accordance with this Agreement.

## **ARTICLE 10- SALARY INEQUITY ADJUSTMENTS**

1. Once each year, in December, the Organization shall have the right to request the City to review the salary placement of up to two classifications that meet one or more of the following criteria:
  - a. Significant turnover;
  - b. Difficulty recruiting;
  - c. Internal misalignment with classification(s) with similar responsibilities or duties;
  - d. Range or salary compaction; and/or
  - e. External misalignment with classification(s) with similar responsibilities or duties within the City's benchmark cities. In the event that either party believes there are insufficient comparisons from among the agreed upon jurisdictions for a particular City job classification, the Organization and/or the City may introduce salary data from other suitable jurisdictions in order to commence the meet and confer process on salary inequity.
2. Requests for review shall include the following information:
  - a. Classification(s) to be studied;
  - b. Which criteria set forth above are applicable;
  - c. Supporting data that justifies the request;
  - d. Any known or anticipated compaction or "ripple effects" created by an adjustment;
  - e. Percentage increase proposed; and
  - f. Estimated cost of salary inequity adjustment requested (including any known benefit cost adjustment).
3. The City will conduct the review and provide copies of the results to the Organization and the affected department(s). Following completion of the review or sixty-days (60) after the Organization's submittal of the information set forth in paragraph 2, whichever is sooner, and upon request of the Organization, the parties shall meet and confer regarding the results. Costs of agreed upon salary adjustments shall be in addition to any salary increases arising out of Article XI (Cost of Living Adjustments) and subject to the approval of the City Council.
4. Salary Surveys  
The City will conduct a comprehensive classification and compensation study periodically with the approval of the city Council. In conducting the study, the parties establish a survey jurisdiction comprises of the following agencies:
  - City of Arcata
  - City of Clearlake
  - City of Cloverdale
  - City of Eureka
  - City of Fortuna
  - City of Lakeport
  - City of Sonoma
  - City of Willits
  - City of Ukiah

- City of Windsor

#### Survey Methodology

- The City will survey at the market average
- Salary data will be compiled at the top step (excluding longevity salary steps) of the benchmark
- No employee will suffer a wage reduction as a result of the survey

The parties shall meet and confer regarding the results. Cost of salary adjustment(s) shall be in addition to salary increase(s) arising out of Article XI Cost of Living Adjustments and subject to the approval of the City Council.

### **ARTICLE 11- COST OF LIVING ADJUSTMENTS AND ONE-TIME PAYMENTS**

1. Cost of Living Adjustments: During the term of the Agreement, the City's Compensation Plan, attached as Exhibit A, will be modified as follows:
  - A. Effective the first full pay period after July 1, 2025, each employee covered by this Agreement shall receive a 6% cost of living adjustment.
  - B. Effective the first full pay period after July 1, 2026, each employee covered by this Agreement shall receive a minimum COLA equal to 5% of their base salary.
  - C. Effective the first full pay period after July 1, 2027, each employee covered by this Agreement shall receive a minimum COLA equal to 3.5% of their base salary.
  - D. Effective the first full pay period after July 1, 2028, each employee covered by this Agreement shall receive a 3.5% cost of living adjustment.

### **ARTICLE 12 - OVERTIME**

The City has the right to assign and schedule overtime for represented employees. Departmental practices in effect as of July 1, 2007 shall be maintained as follows:

1. Water/Wastewater Treatment
  - a. Overtime required to complete tasks in progress is assigned to the involved employees as required for continuation of effort.
  - b. Call outs are prioritized by seniority within the classification.
  - c. Any situation not covered by items a and b is offered by seniority within classification starting with the most senior employee. If no employee desires the overtime, overtime is assigned by seniority within the classification starting with the least senior employee.
2. Streets and Maintenance
  - a. Overtime required to complete tasks in progress is assigned to the involved employee as

required for continuation of effort.

- b. Call outs and any other situation requiring overtime are offered by seniority within classification starting with the most senior employee. If no employee desires the overtime, overtime is assigned by seniority within the classifications starting with the least senior employee.

3. Other Employees

- a. For employees not within the Public Works Department (Water/Wastewater Treatment and Streets and Maintenance) required overtime happens infrequently and will be assigned in advance when practical with no established policies in place. The Department Manager assigns and approves overtime on an as needed basis.

4. For employees covered by this Agreement, hours worked beyond eight hours per day and/or forty hours per week shall be compensated to the nearest quarter hour worked and shall be compensated at one-and-a-half times the employee's hourly rate of pay.

5. In lieu of cash payment for overtime worked, employees may choose to "bank" any overtime hours (credited at one- and one-half times the actual overtime hours worked) for later use as compensatory time off (CTO). CTO may be accumulated to a maximum of one hundred and four (104) hours. CTO use must be pre-approved by immediate supervisor.

Each December 31, the City shall pay off all accumulated compensatory time to each employee at the current salary rate and each employee cannot accrue any additional compensatory time until after December 31, of the same year.

6. For the purpose of defining "hours worked", the following shall apply:

- a. Hours worked shall include all hours worked.
- b. Hours worked shall also include all paid leave hours, except compensatory time off. This means that hours worked includes medical leave, family leave, bereavement leave, vacation time, holiday leave, or any other form of paid leave, except for compensatory time off.

### ***ARTICLE 13 - ASSIGNED STANDBY AND CALLBACK TIME***

1. An employee who is eligible to receive overtime pay shall receive a minimum credit of three-hours (or the actual time worked if over three hours) of overtime as provided by this Memorandum of Understanding (MOU) if the employee reports to a job site in response to a call from a supervisor, Department Manager or designee of the Department Manager or City Manager, or in response to a call out by the Police Department or City facility alarm-initiated call.
2. Such employee shall not be considered to be in a stand-by status or eligible for stand-by pay.
  - a. If an employee is called back a subsequent time during a given three-hour period, such employee is not entitled to an additional minimum three hours of overtime.
  - b. Employees may not initiate their own callbacks.
  - c. An employee responding to an authorized call out may call in additional employee(s) if the situation requires additional employees to safely and/or effectively deal with the call

incident

3. Assigned Standby

- a. The City shall assign an employee to be on standby from Maintenance and an employee at Water and Wastewater Treatment during off hours and each employee shall be compensated in accordance with this section. For purposes of this Section, "assigned standby" shall be defined as a period of time during which an employee designated by their supervisor or Department Manager shall be available to provide services when needed. "Available" means that, during the entire standby period, the employee can be contacted immediately by those in need of services, either by telephone or other means of communication, and that the employee is able to commence providing the services within thirty (30) minutes of the contact.
- b. Employees shall be compensated at an assigned standby rate of two hours of pay at their regular hourly pay rate per day assigned as standby person.
- c. If called out to perform any service during an assigned standby period, the employee shall receive a minimum credit of two-hours (or the actual time worked if over two hours) of overtime in addition to the stand-by rate.

**ARTICLE 14 - TEMPORARY ASSIGNMENTS TO HIGHER PAID POSITION**

1. Effective January 1, 2017 an employee is temporarily assigned by their supervisor, the Department Manager or the City Manager to perform the duties of a higher paid position for five consecutive days or more, said employee shall receive additional compensation equal to 5% of their current salary provided that the resultant pay shall not exceed that of the employee being replaced.
2. A regular employee so temporarily assigned need not be qualified by examination or have standing on an eligibility list for the higher class. A temporary assignment of the duties of a higher class under this section is distinguished from a temporary appointment as provided in the Personnel Rules and Regulations, in that the employee is not appointed to the higher class but is assigned all of the duties of the higher class and is not paid the salary as provided for that higher class. The temporary assignment, unlike a temporary appointment, may be made without reference to an eligibility list.
3. A temporary assignment by a Department Manager of a regular employee to work in a higher class requires prior authorization by the City Manager. Temporary assignment pay will not be granted retroactively.
4. Temporary assignments may be made by the City Manager subject to the provisions above when a position is vacant or when an incumbent employee is absent from a position. Such assignments shall be temporary and shall terminate when the position is filled, when the incumbent employee returns to work, or when the temporary assignment is discontinued.
5. For extended assignments that will last beyond 30 days, the assigned employee shall receive compensation equal to Step 1 of the higher classification or an additional 5% of the assigned employee's current salary, whichever is greater, beginning on the 31<sup>st</sup> day of assignment. If an employee is at a step in a temporary assignment in excess of 365 days he/she shall be

moved to the next step in the salary range for the temporarily assigned classification.

6. A Personnel Action Form shall be completed by the Human Resources Office, approved by the Department Manager and City Manager, and placed in the employee's personnel file for each such assignment.
7. Should the assigned employee take any form of paid leave during the first 30 days of the temporary assignment, assignment pay will not be paid for any such leave hours taken.
8. Whenever reasonable, at the discretion of the City Manager or their designee, an employee's temporary assignment time may be applied to their promotional probationary period.

#### ***ARTICLE 15 - BILINGUAL INCENTIVE PAY***

1. Any employee whose duty assignments require regular and frequent use of bilingual language skills shall receive bilingual pay. The determination of whether the employee's duty assignments require regular and frequent use of bilingual language skills shall be made by the City Manager. The employee shall retain such bilingual designation throughout the duration of the employee's assignment. When a regular employee is assigned to duties requiring regular and frequent use of bilingual language skills, s/he shall receive \$80.00 per pay period. When a regular Part-time employee is assigned to bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated. The scheduled increases, during the life of the Agreement as identified above, shall also be prorated.
2. As used in this section, the phrase "regular and frequent" means that the employee's duty assignments normally require the employee to use bilingual skills at least once each working day, or at least five (5) times each work week. An employee's ability to read, write, or speak a foreign language, and/or occasional incidental use of foreign language skills on the job shall not warrant a bilingual allowance.
3. Employees must pass a fluency test as required by the City in order to be eligible for bilingual incentive pay. The fluency test will be administered by the Human Resources Office or its designee. All employee classifications are eligible for bilingual incentive pay.

#### ***ARTICLE 16 - LONGEVITY PAY***

In recognition of long term service to the City, the City will provide one-time payments to employees as follows:

1% at the beginning of the eleventh (11<sup>th</sup>) year of employment;

An additional 1% at the beginning of the sixteenth (16<sup>th</sup>) year of employment; and

An additional 1% at the beginning of the twenty-first (21<sup>st</sup>) year of employment.

Longevity increases will begin on the regular pay period in which the employee's anniversary date falls, and will be included in the employee's regular paycheck.

## **ARTICLE 17 - REST, MEAL PERIODS, ALTERNATIVE WORK SCHEDULES**

1. The City agrees to provide, except in cases of emergency, all full-time employees with two rest periods of fifteen minutes each during each day. One such rest period shall be prior to the meal period and the second rest period shall be following the meal period.
2. The meal period shall not be less than thirty minutes. The meal period shall be between the end of the third hour and the beginning of the sixth hour after work starts, unless otherwise agreed upon by the employee and their immediate supervisor, in accord with the applicable City policies as may be established.
3. The parties agree to implement an alternative work schedule option for certain classifications in the City of Fort Bragg. An employee may switch to an alternative schedule by mutual agreement with the Department Head or designee. Either party may cancel the alternative work schedule with one week's written notice if it is not meeting the needs of the Department or the employee.

The flexible work schedule will provide a variation, but not a reduction, in working hours intended to provide better "time planning" for employees' or department needs. For non-exempt employees, all hours must be in the same workweek. Any hours worked beyond the scheduled shift or beyond forty hours in the workweek will be paid at the normal overtime rate.

## **ARTICLE 18 - SICK LEAVE**

1. **Accrual:** All full-time probationary and permanent employees shall accrue sick leave at a rate of eight hours per month beginning at the end of the first thirty one days of employment and sick leave may be accrued with no maximum limit.
2. **Personal Use:** Sick Leave may be used as accrued. It is to be used for illness or injury and may not be used to supplement days off except as may be provided in the Personnel Rules Section 15.2.
3. **Family Care Use:** Accrued sick leave may be used for care of the current spouse/domestic partner, children, siblings and parents, (be they natural, adoptive, step or foster of the employee or the parents of the employee's current spouse, if employee is married), grandparent or grandchild, It is further provided that an additional forty hours of accrued sick leave per calendar year may be used for such care in unusual or emergency cases with the approval of the City Manager.
4. **Documentation:** Employees will follow departmental policies in documenting sick leave used. A physician's certification form may be required at the discretion of the Department Manager or City Manager for absences of three consecutive work days or more, unless the Department Manager, Administrative Services Office and/or City Manager has questions and/or concerns about the frequency of absences, then the physician's certification form may be required for any amount of absences.

5. Conversion:
  - A. Sick leave accrued in excess of eight hundred hours may be converted to vacation on the basis of three hours of vacation time for each ten hours of sick leave accrued and converted.
  - B. Up to 25% of sick leave accrued in excess of one thousand hours may be converted without loss of balance of sick leave, to vacation on the basis of one hour of vacation time for each hour of sick leave accrued and converted.
  - C. Conversions may be made once each year in the month of December.
  - D. Conversion is not applicable if an employee is discharged for cause.
6. Transfer: An employee may transfer accrued sick leave to another employee in cases of emergency, subject to review and approval by the City Manager, on a case by case basis subject to the provisions of Personnel Rules Section 18.
7. Compensation on Separation: Upon separation after two or more years of service, an employee shall be paid for 30% of unused, accrued sick leave. This provision is not applicable where sick leave is otherwise converted or transferred for other credit. Such compensation is not applicable if an employee is discharged for cause.
8. Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): As provided for in the Federal Family and Medical Leave Act of 1993 and the California Rights Act as per Section 16 of the Personnel Rules.
9. For fitness for duty examinations related to non-work-related condition(s) that cause an absence from work as defined in Section 15 of the City's Personnel Rules, the City will pay mileage for travel to and from the location of the examination using the same criteria as for other travel reimbursements.

#### **ARTICLE 19 - HOLIDAYS**

1. All full-time probationary and permanent employees shall receive their regular pay for the following holidays:

January 1  
3rd Monday in January (Martin Luther King Jr. Day)  
3rd Monday in February (Presidents' Day)  
Last Monday in May (Memorial Day)  
Juneteenth (June 19)  
July 4 (Independence Day)  
1st Monday in September (Labor Day)  
2nd Monday in October (Indigenous Peoples' Day)  
November 11 (Veterans Day)  
4th Thursday in November (Thanksgiving)  
Friday after Thanksgiving  
December 24  
December 25



And every day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving

2. In addition to the above, employees shall receive two (2) floating holidays per fiscal year. A floating holiday may be taken as time off only, with advance approval by the Department Head or City Manager and scheduled with due regard to the wishes of the employee and convenience of the City. Floating holiday hours may be used in increments of one (1) hour with advanced approval by the Department Head or City Manager. Floating holidays, defined as eight hours, may not be carried forward from one fiscal year to the next and must be used no later than the last regularly scheduled pay date prior to June 30<sup>th</sup> of each fiscal year. Unused floating holidays are deemed to be lost, if not used, at the end of each fiscal year or upon termination of employment. A new employee hired after January 1<sup>st</sup> in any fiscal year shall be entitled to one floating holiday for the balance of the fiscal year. Floating holiday time may not be exchanged for actual compensation under any circumstances.
3. Holiday leave shall be administered as provided for in Section 15 of the Personnel Rules.
4. Whenever employees are required to work on a City recognized holiday, the employees shall be paid at one and a half times their hourly rate in addition to receiving their regular pay for the holiday.
5. Holiday scheduling for Water/Waste Water Treatment
  - i) Assigned on voluntary basis;
  - ii) Employee working the Sunday through Thursday shift works Monday holidays;
  - iii) Employee working Tuesday through Saturday shift works Thursday or Friday holidays;
  - iv) Assigned to lowest seniority employee in any other cases.
  - v) Hours worked on a holiday not in excess of eight hours in a day or forty hours in a week shall not be considered overtime but will be paid at the holiday premium rate (Article 19/4).

#### **ARTICLE 20 - VACATION**

1. Accrual: All full-time probationary and permanent employees shall accrue vacation as follows:
  - a. 3.39 hours per pay period for less than three (3) years of service (88 hours annually). (i.e. 0-36 months)
  - b. 4.62 hours per pay period for three (3) or more years of service and less than ten (10) years of service (120 hours annually). (i.e. 37-120 months)
  - c. 6.16 hours per pay period for ten (10) or more years of service and less than fifteen (15) years of service (160 hours annually). (i.e. 121-180 months)
  - d. All full-time, permanent employees covered under this Agreement with fifteen (15) or more years of service shall accrue vacation at the rate of 7.69 hours per pay period (200 hours annually). (i.e. more than 180 months)
2. Accumulation: Vacation time can be accrued and accumulated to a maximum of two hundred forty (240) hours for employees with less than ten years of service and up to a maximum of three hundred forty (340) hours for employees with ten years or more of service.
3. Use: Accrued vacation time may be used in blocks of one-half-hour or more. All vacation use must be pre-approved by immediate supervisor.

4. Vacation Cash-out: Employees are encouraged to use their vacation time during the year to reduce stress and promote work-life balance. Vacation cash out is not intended to replace the use of vacation time. Employees may elect to have a portion of their accrued vacation to be cashed out once per calendar year as noted below.

During the month of December, employees with at least ten (10) years of service are eligible to cash out a maximum of forty (40) hours of vacation time, subject to all of the following conditions.

- The employee must have at least ten (10) or more years of service.
- The employee must retain a minimum of forty (40) hours of vacation leave in their vacation bank at the time the cash out option is exercised.
- Cash out requests shall be made in writing and approved by the employee's Department Head.
- Cash out requests may only be submitted once per calendar year, to be made during the month of December.
- The approved request must be delivered to the Finance Department before the end of the pay period in order to be included in the following paycheck.

#### ***ARTICLE 21 - BEREAVEMENT LEAVE***

When a death occurs in an employee's immediate family (see Section 15.2.8 of the Personnel Rules for definition of "immediate family"), the employee shall be granted necessary time off, with compensation, for the purpose of attending the funeral and/or to personal affairs, of up to three consecutive work days. In the event of unusual travel time requirements, the City Manager may approve up to a total of five work days. Proof of relationship and/or death may be required.

#### ***ARTICLE 22 - HEALTH INSURANCE, DENTAL INSURANCE, VISION CARE PLAN, LONG TERM DISABILITY INSURANCE AND LIFE INSURANCE***

1. For purposes of this Article, the following definitions shall apply:

- a. Legally Separated - A court action separating an employee from their spouse. This definition shall be used for the sole purpose of City covered health insurance purposes.

The insurance Provider shall determine if the separated spouse is eligible for coverage under the City Health Plan(s)

2. Health, Dental and Vision Insurance

- a. City shall provide health, dental and vision insurance plans for employees and shall make such plan available for any dependents. The Insurance Provider shall determine if a legally separated spouse is eligible for coverage under the City's group health and dental plans.
- b. Effective July 1, 2012, the City shall pay 80% and the employee shall pay 20% of the premiums required for the health and dental plans. The City shall pay 100% of the premiums required for the vision plan.

- c. Employees enrolled in the High Deductible Health Plan will receive a total benefit allowance equal to 80% of the premium for the "traditional" health plan for payment of the High Deductible Health Plan premium with the balance, if any, to be paid into a Health Savings Account. Employees may choose to contribute additional funds to a Health Savings Account on a pre-tax basis via payroll deductions in accordance with IRS guidelines.
- d. Employees may elect to opt out of the medical plan completely, in which case the employee will receive an opt out payment of \$200 per pay period. This payment will be paid to the employee as taxable income to the extent required by law.

### 3. Health and Dental Insurance on Retirement

For purposes of this section, the term "retiree" is defined as:

*An employee who has a minimum of ten (10) years employment with the City, whose last day of employment preceding retirement through the California Public Employee Retirement System (Ca/PERS) was with the City, who immediately begins receiving Ca/PERS benefits upon retirement from the City, and who continuously maintains retiree status with Ca/PERS.*

- a. For employees hired on or before December 31, 1991:
  - i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement.
  - ii) The City will make available health and dental insurance in the City-approved plan(s) for the spouse or domestic partner only of a retiree if retiree was married or in a domestic partnership at the time of retirement.
  - iii) The City will pay the cost of spousal/partner health coverage based on the following schedule. Retirees must be at least sixty (60) years of age at retirement in order to receive this benefit. If an employee retires earlier than age 60 as allowed under the CalPERS retirement plan, the employee/retiree is responsible for 100% of the cost of spousal/partner health insurance coverage until the retiree reaches the age of sixty (60).

<b>Retiree Completed Years of Service</b>	<b>City-Paid Portion of Dependent Health Premiums</b>
10 Years	10%
11 Years	20%
12 Years	30%
13 Years	40%
14 Years	50%
15 Years	60%
16 Years	70%
17 Years	80%
18 Years	90%
19 Years	100%

- iv) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
  - v) The retiree is responsible for 100% of the cost of spousal/partner coverage in the City's dental plan.
- b. For employees hired on or after January 1, 1992 but before July 1, 2003:
  - i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement.
  - ii) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
- c. For employees hired on or after July 1, 2003 but before July 1, 2007:
  - i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement until the retiree reaches the minimum required age for Medicare eligibility, at which time the City will only contribute the amount of the City's monthly medical premium attributable to retiree only prescription coverage of the City's medical plan for Medicare eligible retirees towards a Healthcare Reimbursement Arrangement on behalf of the retiree.
  - ii) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
- d. For employees hired on or after July 1, 2007:
  - i) The City agrees that employees/retirees only may remain on the City's health and dental insurance plans until retiree reaches minimum Medicare eligibility age. The retiree is responsible for the full cost of insurance premiums for retiree only coverage which shall be paid to the City in a timely manner.
- e. For employees hired on or after July 1, 2011:
  - i) Retirees are not eligible to participate in the City's post-employment health and dental insurance benefit plans.
- f. The City shall not provide vision care for retirees and/or retiree dependents.
- g. In all cases in which the retiree is responsible for all or part of any health and/or dental premium, failure to pay premiums within 30 days of payment due date will result in termination of participation in the plan(s).
- h. Upon request by the Organization, the City agrees to meet and discuss pre-funding retiree health benefit cost options such as Voluntary Employee Beneficiary Associations (VEBA's). The City is under no obligation to contribute funds or in any other way incur

costs in considering alternative post-retirement benefits funding options.

4. Safety Glasses

- a. Where and when the wearing of safety glasses is mandatory, the City shall provide reimbursement of the actual cost of required prescription safety glasses up to a maximum of \$225 per fiscal year per employee, or \$450 every other fiscal year.

5. Long Term Disability Insurance

- a. Employees covered under this Agreement may participate in the group long term disability insurance program. For an overview of the plan see the certificate of insurance on file in the City Finance Department.
- b. The City shall pay half the cost of the program with the balance to be paid by employees, through payroll deduction.

6. Cafeteria Plan (Flexible Spending Account)

- a. The City shall pay the plan administration fees for the Plan.

7. Life Insurance

- a. City agrees to provide a life insurance policy for each employee in the amount of \$50,000.00. City agrees to pay all costs of such policies.

**ARTICLE 23 - DEFERRED COMPENSATION PLAN**

The City agrees to continue in effect the deferred compensation plans as approved by resolution of the City Council.

**ARTICLE 24 - RETIREMENT**

1. The City offers the 2% at 55 CalPERS Retirement Plan for CalPERS Classic members and 2% at 62 for CalPERS non-Classic members (PEPRA) represented by this Organization.
2. For employees hired after March 13, 2006 and before January 1, 2013, the City agrees to pay the cost of the employer share and to pay EPMC pursuant to Government Code Section 20691 according to the following time-in-grade schedule (pursuant to Government Code Section 20626(e)(1)):

Years 1 through 5 at 0%

3. Once a newly-hired employee accrues five (5) years of total service (either on a continuous or cumulative basis), s/he shall be entitled to payment of EPMC on the same terms that apply to all other employees covered by this Agreement.
4. Effective the first full pay period in July 2014, for employees covered by this Agreement who are not subject to the time-in-grade exception, the City agrees to pay the full cost of the

employer contribution and 2% of the employee contribution to CalPERS premiums as Employer Paid Member Contributions (EPMC) pursuant to Government Code Section 20691.

5. Effective the first full pay period in July 2015, for employees covered by this Agreement who are not subject to the time-in-grade exception, the City agrees to pay the full cost of the employer contribution and 1% of the employee contribution of CalPERS premiums as Employer Paid Member Contributions (EMPC) pursuant to Government Code Section 20691.
6. Classic employees: Effective the first full pay period in July 2016, for employees covered by this Agreement the City agrees to pay the full cost of the employer contribution. The employee will pay 100% of the member share of CalPERS premiums, or 7% of reportable compensation.
7. Effective July 1, 2018, in addition to paying 100% of the employee share of CalPERS premiums, classic employees shall pay, through payroll deduction, an additional 1.0% of reportable compensation towards the City's costs, for a total contribution of 8.0% of reportable compensation toward pension benefits, as permitted by Cal. Gov. Code Section 20516.
8. PEPRA employees: effective July 1, 2018, PEPRA employees shall continue to pay 50% of the normal cost of their pension costs.

#### ***ARTICLE 25 - TUITION AND TEXTBOOK REIMBURSEMENT***

1. To the extent funding is available, the City shall, for those employees represented by this Organization, provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$1,500 per fiscal year. Only costs for required course materials (not including computers) for course approved by the Department Manager or City Manager shall be deemed reimbursable through this program. The City Manager may approve additional amounts on a case by case basis.
2. Regular full-time employees may be eligible for reimbursement of tuition fees and book costs for academic courses taken in pursuit of a college degree or education undertaken to maintain or improve skills related to work performance in the employee's current position, which are attended on employee's own time. The City will cover the cost for staff to renew distribution, water, and wastewater license every three years.
3. Reimbursement shall only be available to employees who have prior approval from the City Manager, prior to beginning of the class(es) and if funds are available within the employee's departmental budget.
4. Maintenance Worker II personnel who wish to obtain and maintain their Water Distribution (D2) certification will be reimbursed for the costs of the required coursework and payment of license fees from the educational reimbursement allowance provided for each employee. Employee must request and obtain Department Manager approval before any training is taken or fees or other expenses are incurred. Such approval shall be in writing and placed in the employee's personnel file.

### **ARTICLE 26 - UNIFORMS AND BOOTS**

1. **Safety Jackets:** All full-time probationary and permanent employees, listed below, shall be provided a safety-orange jacket.
2. **Uniforms:** The City requires, for all employees listed below, the wearing of uniforms while on duty. The City will provide five uniform changes per week, safety vest and rain gear. The City shall provide for regular laundering and maintenance of uniforms.

Assistant City Engineer  
Code Enforcement Officer  
Engineering Technician, II, and Senior Engineering Technician  
Environmental Compliance Coordinator  
Maintenance Worker I, II, III, and IV  
Maintenance Division Lead  
Mechanic  
Treatment Division Lead  
Treatment Plant Operator I, II, and III  
Wastewater Treatment Plant Operator-in-Training

3. **Footwear:** As part of the standard uniform, the City will reimburse the aforementioned classifications up to \$300.00 per year for the purchase or repair of boots, which meet the OSHA/ASTM footwear standards, and which shall be required by the City for each classification listed above. The employee shall be required to provide a receipt and description of the boots purchased/repared for approval by their Department Manager. Reimbursement shall be provided within ten (10) days following provision of this information to the Finance Department.
4. The Environmental Compliance Coordinator shall be provided a Lab coat.

### **ARTICLE 27- EQUIPMENT PURCHASE LOAN PLAN**

All employees covered by this Agreement shall have the option of entering into an equipment purchasing loan plan with the City, which may be utilized to assist the employee to purchase equipment that may be used, either on or off duty, to improve the employee's job performance. This plan has the following limitations:

1. The loan total shall not exceed \$3,000.00.
2. Employee cannot add to an existing loan without the recommendation and express permission of the City Manager.
3. Employee agrees to pay an interest rate equal to the Local Agency Investment Fund (LAIF) rate paid to the City, as of the date of the loan, plus .25 percent.
4. Loans shall be repaid via payroll deductions. Loans of less than \$1,000.00 shall be repaid in twenty-six equal installments. Loans of \$1,000.00 or more but less than \$2,000.00 shall

be repaid in fifty-two equal installments. Loans of \$2,000.00 or more shall be repaid in seventy-eight equal installments. In no case shall deductions be more than \$50.00 per paycheck, except in the event of separation. Upon separation, if employee has not paid the entire balance due by the time their final paycheck is issue, the City will deduct the balance of the loan from the final paycheck.

5. The employee shall provide documentation, such as an invoice or receipt, prior to issuance of the loan, to serve as proof of purchase.
6. Employee shall sign a payroll deduction authorization form for the amount calculated by the Finance Department.
7. Employee shall receive approval prior to the purchase of any equipment for which this program is anticipated.
8. Once all necessary documentation has been supplied and the employee signs all equipment loan documents, issuance of the loan will be processed within fourteen (14) days of final approval of all approved paperwork.

#### ***ARTICLE 28 - AUTOMOBILE USE AND TRAVEL REIMBURSEMENT***

1. In those instances where a City vehicle is not available for use and the employee is required to use their private vehicle on City business, travel expense reimbursement shall be at the rate allowed by the Internal Revenue Service for mileage driven on City business. Use of a personal vehicle shall be approved in advance by the Department Manager.
2. Prior to the use of their private vehicle, employees must provide the City with a certificate of insurance, on the form provided by the City, which evidences that employee has comprehensive automobile liability insurance or business automobile liability insurance in an amount at least equal to the minimum requirements established by the City's liability insurance provider.
3. Employees shall be reimbursed for expenses incurred while on assignment outside the Fort Bragg area as follows:
  - a. Lodging: Maximum of \$140.00 per night, which shall include local taxes, but exclude tips, porter's fees, telephone (except for City business calls only), room service, movies, valet, etc.
    - i) When traveling to a high cost area, the Department Manager or City Manager may approve a higher maximum than shown above.
    - ii) When an employee lodges at a hotel/motel at which the training program/meeting/seminar is being conducted, the employee shall be reimbursed for actual lodging costs if higher than the amount above. Approval of the Department Manager or City Manager is required.
    - iii) Receipts are required for all lodging costs.



- iv) When shared by others, only a pro rata share of the cost will be reimbursed. When furnished by a government agency or other source, or otherwise obtained without cost, (i.e. lodging with friends or relatives) there shall be no reimbursement.

Meals: Per diem allowances for meals shall be provided and employees shall be eligible to claim for breakfast per diem (\$20.00) if they are in travel status as of 6:00 a.m.; employees shall be eligible to claim for lunch per diem (\$25.00) if they are in travel status between the hours of 11:00 a.m. and 2:00 p.m.; employees shall be eligible to claim for dinner per diem (\$35.00) if they are in travel status as of 6:00 p.m.

If some meals are furnished when traveling on a per diem, they may not be claimed and/or they will be deducted at the basic rate as provided above.

- b. Rental Cars: Size of rental cars must be justified if larger than compact. When using a rental vehicle, employee must keep log of daily mileage and pay for any mileage charge when car is used for personal business.
- c. First Class Travel: First class travel cannot be used, unless the additional cost is paid by the employee.
- d. Tickets: Copy of tickets used for travel must always be furnished with claim.

#### **ARTICLE 29 - PERSONAL PROPERTY**

1. The City provides all equipment and supplies, which are required for performance of employee job duties. In any situation where an employee requests to use personal property or equipment for the completion of job tasks, the Department Manager must provide written authorization in advance.
2. Rental and Repair/Replacement
  - a. If items are damaged beyond repair, the actual value of such may be paid. The value of such items shall be determined as of the time of damage thereto. The City Manager shall establish the procedure to be followed by employees in submitting claims for damaged or destroyed items. No claims shall be authorized for repair or replacement of items of personal property used on City business unless they have more than minor value and are listed on an inventory of such items which has received Department Manager authorization for use.
3. Upon approval of the City Manager, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing clothing or prostheses or other personal property of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing, necessarily worn or carried by the employee or required by the nature of their duties, when such items are damaged or destroyed in the line of duty without fault of the employee or stolen from City facilities.

### **ARTICLE 30 - PERFORMANCE EVALUATIONS**

Both the City and the Organization encourage the timely evaluation of employee performance. Toward that end, the City places priority on the completion of performance evaluations by supervisory personnel in a timely manner.

During the term of this Agreement, the City agrees to discuss with the Organization concerns involving the timely conduct of performance evaluations.

### **ARTICLE 31 - ADDITIONAL EMPLOYMENT**

Employees will not be prevented from engaging in secondary employment during off-duty time provided it does not create a conflict of interest as determined by the City Manager or a scheduling conflict with their work for the City.

### **ARTICLE 32 – CATASTROPHIC LEAVE PROGRAM**

#### **32.1. Policy**

This policy is designed to assist employees who have exhausted all forms of paid leave due to a serious, catastrophic illness or injury that affects the employee or the employee's immediate family member and requires the employee to be absent from work. The Catastrophic Leave Program allows other City employees to voluntarily donate sick leave or vacation time to an employee who meets the eligibility requirements so that the recipient will be able to remain on a paid status for a longer period of time, or until the employee is receiving short or long term disability, or is able to retire.

Donation and use of catastrophic leave is at the City Manager's discretion. Donation and use of catastrophic leave requires the approval of the City Manager or their designee.

#### **32.2. Eligibility for Personal Catastrophic Leave**

32.2.1. The employee must meet the following requirements to be eligible for leave under this policy:

- (1) The employee must have been employed with the City and be considered actively employed by the City.
- (2) The employee must have a verifiable serious or catastrophic illness or injury requiring an extended period of treatment or recuperation or the employee must be caring for an immediate family member as defined in Personnel Rules Section 15.2.8 who has a verifiable serious or catastrophic illness or injury. Serious or catastrophic illness or injury is one in which the employee or immediate family member is incapacitated and unable to work as certified by their physician for at least four (4) full workweeks. In addition, the employee must provide medical certification documents documenting the employee's serious or catastrophic illness or injury requiring an extended period of treatment or recuperation for at least (4) full workweeks.
- (3) The employee must have exhausted all paid leave balances.

- (4) The employee may not be concurrently receiving short or long-term disability or similar benefit, including State Disability Insurance

32.3. **Conditions for Donating Leave.**

32.3.1. The following are the conditions for donating leave:

- (1) To be eligible to donate leave, an employee must have been employed for six months.
- (2) All donations of leave are voluntary. No employee shall be required to donate leave.
- (3) Vacation and sick leave are the only types of leave allowed for donation and shall be donated on the basis of 1 hour received for each hour donated. If an employee wishes to donate vacation or sick leave, the employee must retain a minimum balance of eighty (80) sick leave hours after donating. If donating vacation leave, the employee must retain a balance of 40 hours after donating.
- (4) A donating employee may donate a maximum of 100 hours total to a recipient employee per catastrophic event. Recipient employees may receive a maximum of 520 donated hours (3 months/13 weeks) per catastrophic event.

Donated leave will be credited to the receiving employee's leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.

- (5) Once the leave is donated and posted to the receiving employee, the employee donating such leave shall irrevocably lose all rights and privileges to the donated leave hours.

32.4. **Procedures For Donating and Receiving Leave**

32.4.1. For donating employees:

- (1) A donating employee shall complete the donation form and submit it to the Human Resources Office.
- (2) The Human Resources Office will review the request and forward to the City Manager for approval.
- (3) After approval by the City Manager, the Human Resources Office will submit the donation request to payroll for processing.
- (4) Donated leave will be used only as needed.
- (5) Donated leave will be credited to the receiving employee from the donating employee in chronological order by the date approved by the City Manager.

32.4.2. For receiving employees:

- (1) Once the receiving employee's own paid leave balances have been exhausted consistent with this policy, the employee may collect donated leave.
- (2) The receiving employee must be eligible for leave (meeting the requirements of Section

18.2.1 above) and willing to receive the donated leave.

- (3) The medical reasons for the need for the donated leave will only be disclosed to City employees if the employee agrees to such disclosure, either verbally or in writing.
- (4) The receiving employee will continue to be provided City-provided health and welfare benefits consistent with the City's Family and Medical Leave Policy.
- (5) All donated hours must be used on a continuous and uninterrupted basis until the earliest of the following occurs:
  - a. All donated leave balances are exhausted; or
  - b. The employee returns to work; or
  - c. The employee begins receiving long-term disability benefits; or
  - d. The employee's employment terminates.

32.5.

**MISCELLANEOUS**

- (1) Catastrophic Leave donations are not tax deductible for the donor and all payroll taxes are the obligation of the recipient.
- (2) The recipient/donor must not have solicited nor accepted anything of value in exchange for the donation.
- (3) The Policy will be administered in a manner consistent with the Family Medical Leave Act/California Family Rights Act and applicable City leave policies and will not otherwise extend or alter an employees rights under those policies.
- (4) All donations shall remain confidential.
- (5) Donations will be deducted from the donor's balances as they are credited to the recipient. When the employee returns to work on a regular basis or tenders notice of resignation or retirement, any hours remaining in the catastrophic leave account will be refunded to the donors on a first-in-first basis, meaning the leave will be returned hour per hour to the last donation received.
- (6) Must have exhausted all earned leave balances (including sick, vacation, and compensatory time). However, the City Manager may approve the solicitation and acceptance of sick and/or vacation donations prior to all balances being exhausted when the physician's statement and existing leave balances indicate that all such balances will be exhausted within the next two pay periods.

FOR THE CITY OF FORT BRAGG

DATE \_\_\_\_\_

\_\_\_\_\_  
Isaac Whippy, City Manager

Attest:

\_\_\_\_\_  
Diana Paoli, MMC, City Clerk

FOR THE FORT BRAGG EMPLOYEE  
ORGANIZATION/SEIU LOCAL 1021

DATE \_\_\_\_\_

\_\_\_\_\_  
Cody Filosi, Organization President

\_\_\_\_\_  
Justin Celeri, Organization Vice-  
President

\_\_\_\_\_  
Adriana Hernandez Moreno, Bargaining  
Team Member

\_\_\_\_\_  
Steven Baxman, Bargaining Team Member

\_\_\_\_\_  
Patrick Hickey, SEIU Local 1021; Field  
Representative

**EXHIBIT A- CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN**

<b>Department</b>	<b>Position</b>	<b>Class</b>	<b>Step</b>	<b>Hourly</b>	<b>BiWeekly</b>	<b>Monthly</b>	<b>Annually</b>
Economic Development	<b>Grants Coordinator</b>	FBEO, Grant-Funded	<b>Step 1</b>	32.79	2,623.20	5,683.60	68,203.20
			<b>Step 2</b>	34.43	2,754.40	5,967.87	71,614.40
			<b>Step 3</b>	36.15	2,892.00	6,266.00	75,192.00
			<b>Step 4</b>	37.96	3,036.80	6,579.73	78,956.80
			<b>Step 5</b>	39.86	3,188.80	6,909.07	82,908.80
Finance	<b>Finance Technician I</b>	FBEO	<b>Step 1</b>	24.46	1,956.80	4,239.73	50,876.80
			<b>Step 2</b>	25.68	2,054.40	4,451.20	53,414.40
			<b>Step 3</b>	26.96	2,156.80	4,673.07	56,076.80
			<b>Step 4</b>	28.31	2,264.80	4,907.07	58,884.80
			<b>Step 5</b>	29.73	2,378.40	5,153.20	61,838.40
Finance	<b>Finance Technician II</b>	FBEO	<b>Step 1</b>	26.99	2,159.20	4,678.27	56,139.20
			<b>Step 2</b>	28.34	2,267.20	4,912.27	58,947.20
			<b>Step 3</b>	29.76	2,380.80	5,158.40	61,900.80
			<b>Step 4</b>	31.25	2,500.00	5,416.67	65,000.00
			<b>Step 5</b>	32.81	2,624.80	5,687.07	68,244.80
Finance	<b>Finance Technician III</b>	FBEO	<b>Step 1</b>	29.74	2,379.20	5,154.93	61,859.20
			<b>Step 2</b>	31.23	2,498.40	5,413.20	64,958.40
			<b>Step 3</b>	32.79	2,623.20	5,683.60	68,203.20
			<b>Step 4</b>	34.43	2,754.40	5,967.87	71,614.40
			<b>Step 5</b>	36.15	2,892.00	6,266.00	75,192.00
Finance	<b>Government Accountant I</b>	FBEO	<b>Step 1</b>	32.79	2,623.20	5,683.60	68,203.20
			<b>Step 2</b>	34.43	2,754.40	5,967.87	71,614.40
			<b>Step 3</b>	36.15	2,892.00	6,266.00	75,192.00
			<b>Step 4</b>	37.96	3,036.80	6,579.73	78,956.80
			<b>Step 5</b>	39.86	3,188.80	6,909.07	82,908.80
Information Technology	<b>Systems Technician</b>	FBEO	<b>Step 1</b>	25.16	2,012.80	4,361.07	52,332.80
			<b>Step 2</b>	26.42	2,113.60	4,579.47	54,953.60
			<b>Step 3</b>	27.74	2,219.20	4,808.27	57,699.20
			<b>Step 4</b>	29.13	2,330.40	5,049.20	60,590.40
			<b>Step 5</b>	30.59	2,447.20	5,302.27	63,627.20
Planning, Housing & Building	<b>Administrative Assistant - Non-Confidential</b>	FBEO	<b>Step 1</b>	27.15	2,172.00	4,706.00	56,472.00
			<b>Step 2</b>	28.51	2,280.80	4,941.73	59,300.80
			<b>Step 3</b>	29.94	2,395.20	5,189.60	62,275.20
			<b>Step 4</b>	31.44	2,515.20	5,449.60	65,395.20
			<b>Step 5</b>	33.01	2,640.80	5,721.73	68,660.80

Department	Position	Class	Step	Hourly	BiWeekly	Monthly	Annually
Planning, Housing & Building	<b>Assistant Planner</b>	FBEO	Step 1	34.93	2,794.40	6,054.53	72,654.40
			Step 2	36.68	2,934.40	6,357.87	76,294.40
			Step 3	38.51	3,080.80	6,675.07	80,100.80
			Step 4	40.44	3,235.20	7,009.60	84,115.20
			Step 5	42.46	3,396.80	7,359.73	88,316.80
Planning, Housing & Building	<b>Associate Planner</b>	FBEO	Step 1	36.17	2,893.60	6,269.47	75,233.60
			Step 2	37.98	3,038.40	6,583.20	78,998.40
			Step 3	39.88	3,190.40	6,912.53	82,950.40
			Step 4	41.87	3,349.60	7,257.47	87,089.60
			Step 5	43.96	3,516.80	7,619.73	91,436.80
Planning, Housing & Building	<b>Planning Technician</b>	FBEO	Step 1	26.67	2,133.60	4,622.80	55,473.60
			Step 2	28.00	2,240.00	4,853.33	58,240.00
			Step 3	29.40	2,352.00	5,096.00	61,152.00
			Step 4	30.87	2,469.60	5,350.80	64,209.60
			Step 5	32.41	2,592.80	5,617.73	67,412.80
Planning, Housing & Building	<b>Permit Technician</b>	FBEO	Step 1	26.67	2,133.60	4,622.80	55,473.60
			Step 2	28.00	2,240.00	4,853.33	58,240.00
			Step 3	29.40	2,352.00	5,096.00	61,152.00
			Step 4	30.87	2,469.60	5,350.80	64,209.60
			Step 5	32.41	2,592.80	5,617.73	67,412.80
Public Works	<b>Assistant City Engineer</b>	FBEO	Step 1	34.58	2,766.40	5,993.87	71,926.40
			Step 2	36.31	2,904.80	6,293.73	75,524.80
			Step 3	38.13	3,050.40	6,609.20	79,310.40
			Step 4	40.04	3,203.20	6,940.27	83,283.20
			Step 5	42.04	3,363.20	7,286.93	87,443.20
Public Works	<b>Engineering Technician</b>	FBEO	Step 1	33.25	2,660.00	5,763.33	69,160.00
			Step 2	34.91	2,792.80	6,051.07	72,612.80
			Step 3	36.66	2,932.80	6,354.40	76,252.80
			Step 4	38.49	3,079.20	6,671.60	80,059.20
			Step 5	40.41	3,232.80	7,004.40	84,052.80
Public Works	<b>Engineering Technician II</b>	FBEO	Step 1	34.58	2,766.40	5,993.87	71,926.40
			Step 2	36.31	2,904.80	6,293.73	75,524.80
			Step 3	38.13	3,050.40	6,609.20	79,310.40
			Step 4	40.04	3,203.20	6,940.27	83,283.20
			Step 5	42.04	3,363.20	7,286.93	87,443.20
Public Works	<b>Senior Engineering Technician</b>	FBEO	Step 1	40.18	3,214.40	6,964.53	83,574.40
			Step 2	42.19	3,375.20	7,312.93	87,755.20
			Step 3	44.30	3,544.00	7,678.67	92,144.00
			Step 4	46.52	3,721.60	8,063.47	96,761.60
			Step 5	48.85	3,908.00	8,467.33	101,608.00

Department	Position	Class	Step	Hourly	BiWeekly	Monthly	Annually
Public Works	<b>Environmental Compliance Coordinator</b>	FBEO	Step 1	38.46	3,076.80	6,666.40	79,996.80
			Step 2	40.38	3,230.40	6,999.20	83,990.40
			Step 3	42.40	3,392.00	7,349.33	88,192.00
			Step 4	44.52	3,561.60	7,716.80	92,601.60
			Step 5	46.75	3,740.00	8,103.33	97,240.00
Public Works	<b>Maintenance Worker I</b>	FBEO	Step 1	22.94	1,835.20	3,976.27	47,715.20
			Step 2	24.09	1,927.20	4,175.60	50,107.20
			Step 3	25.29	2,023.20	4,383.60	52,603.20
			Step 4	26.55	2,124.00	4,602.00	55,224.00
			Step 5	27.88	2,230.40	4,832.53	57,990.40
Public Works	<b>Maintenance Worker II</b>	FBEO	Step 1	26.07	2,085.60	4,518.80	54,225.60
			Step 2	27.37	2,189.60	4,744.13	56,929.60
			Step 3	28.74	2,299.20	4,981.60	59,779.20
			Step 4	30.18	2,414.40	5,231.20	62,774.40
			Step 5	31.69	2,535.20	5,492.93	65,915.20
Public Works	<b>Maintenance Worker III</b>	FBEO	Step 1	27.38	2,190.40	4,745.87	56,950.40
			Step 2	28.75	2,300.00	4,983.33	59,800.00
			Step 3	30.19	2,415.20	5,232.93	62,795.20
			Step 4	31.70	2,536.00	5,494.67	65,936.00
			Step 5	33.29	2,663.20	5,770.27	69,243.20
Public Works	<b>Maintenance Worker IV</b>	FBEO	Step 1	31.06	2,484.80	5,383.73	64,604.80
			Step 2	32.61	2,608.80	5,652.40	67,828.80
			Step 3	34.24	2,739.20	5,934.93	71,219.20
			Step 4	35.95	2,876.00	6,231.33	74,776.00
			Step 5	37.75	3,020.00	6,543.33	78,520.00
Public Works	<b>Maintenance Division Supervisor</b>	FBEO	Step 1	38.38	3,070.40	6,652.53	79,830.40
			Step 2	40.30	3,224.00	6,985.33	83,824.00
			Step 3	42.32	3,385.60	7,335.47	88,025.60
			Step 4	44.44	3,555.20	7,702.93	92,435.20
			Step 5	46.66	3,732.80	8,087.73	97,052.80
Public Works	<b>Mechanic</b>	FBEO	Step 1	29.45	2,356.00	5,104.67	61,256.00
			Step 2	30.92	2,473.60	5,359.47	64,313.60
			Step 3	32.47	2,597.60	5,628.13	67,537.60
			Step 4	34.09	2,727.20	5,908.93	70,907.20
			Step 5	35.79	2,863.20	6,203.60	74,443.20



Deparment	Position	Class	Step	Hourly	BiWeekly	Monthly	Annually
Public Works	Treatment Division Supervisor	FBEO	Step 1	38.38	3,070.40	6,652.53	79,830.40
			Step 2	40.30	3,224.00	6,985.33	83,824.00
			Step 3	42.32	3,385.60	7,335.47	88,025.60
			Step 4	44.44	3,555.20	7,702.93	92,435.20
			Step 5	46.66	3,732.80	8,087.73	97,052.80
Public Works	Treatment Plant Operator-in-Training	FBEO	Step 1	22.36	1,788.80	3,875.73	46,508.80
			Step 2	23.48	1,878.40	4,069.87	48,838.40
			Step 3	24.65	1,972.00	4,272.67	51,272.00
			Step 4	25.88	2,070.40	4,485.87	53,830.40
			Step 5	27.17	2,173.60	4,709.47	56,513.60
Public Works	Treatment Plant Operator I	FBEO	Step 1	27.74	2,219.20	4,808.27	57,699.20
			Step 2	29.13	2,330.40	5,049.20	60,590.40
			Step 3	30.59	2,447.20	5,302.27	63,627.20
			Step 4	32.12	2,569.60	5,567.47	66,809.60
			Step 5	33.73	2,698.40	5,846.53	70,158.40
Public Works	Treatment Plant Operator II	FBEO	Step 1	29.15	2,332.00	5,052.67	60,632.00
			Step 2	30.61	2,448.80	5,305.73	63,668.80
			Step 3	32.14	2,571.20	5,570.93	66,851.20
			Step 4	33.75	2,700.00	5,850.00	70,200.00
			Step 5	35.44	2,835.20	6,142.93	73,715.20
Public Works	Treatment Plant Operator III	FBEO	Step 1	32.13	2,570.40	5,569.20	66,830.40
			Step 2	33.74	2,699.20	5,848.27	70,179.20
			Step 3	35.43	2,834.40	6,141.20	73,694.40
			Step 4	37.20	2,976.00	6,448.00	77,376.00
			Step 5	39.06	3,124.80	6,770.40	81,244.80

# MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF FORT BRAGG



And

THE FORT BRAGG EMPLOYEE ORGANIZATION  
AND SERVICE EMPLOYEES INTERNATIONAL

UNION, LOCAL 1021



EFFECTIVE JULY 1, 2025 - JUNE 30, 2029

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## **ARTICLE 1 - PREAMBLE**

Pursuant to the provisions of the Meyers-Millias-Brown Act (California Government Code Section 3500 et seq.) and the Fort Bragg Municipal Code, agreement has been reached between the City of Fort Bragg (hereinafter referred to as "CITY") and the Fort Bragg Employee Organization (FBEO) affiliated with the Service Employees International Union Local 1021 (hereinafter referred to as "ORGANIZATION").

It is the general purpose of this Memorandum of Understanding (MOU) to promote the mutual interest of the City and its employees and to establish rates of pay, and certain other terms and conditions of employment.

1. The City and the Organization agree that the term of this Agreement shall be from July 1, 2025, through June 30, 2029.
2. Pursuant to the provisions of the City's Employee-Employer Organization Relations Resolution (1868-91) and applicable law, the City hereby acknowledges and recognizes the Organization as the certified representative of the employees in the following classifications:

Administrative Assistant (Non-Confidential)  
Assistant City Engineer  
Assistant Planner  
Associate Planner  
Code Enforcement Officer  
Engineering Technician, II and Senior Engineering Technician  
Environmental Compliance Coordinator  
Finance Technician I, II, and III  
Government Accountant I and II  
Grants Coordinator  
Maintenance Worker I, II, III, and IV  
Maintenance Division Supervisor  
Mechanic  
Permit Technician  
Planning Technician  
Public Works Administrative Analyst  
Systems Technician  
Treatment Plant Operator I, II, and III  
Treatment Plant Operator-in-Training  
Treatment Division Supervisor

3. The term "employee" or "employees" as used herein shall refer to employees employed by the City (excluding Temporary, Part Time, and/or Seasonal) as well as such classes of employees as may be added hereafter through the provisions of the City Employee-Employer Relations Resolution or applicable state law.
4. If any article or section of this Agreement should be found invalid, unlawful or unenforceable by

reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the City and the Organization agree to meet within thirty days for the purpose of renegotiating said article or section.

5. Any conflict between any article or section of this Agreement and any City or Departmental rule, regulation, ordinance, code, resolution, procedure or practice, existing as of the date of this Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein.
6. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matters within the scope of meeting and conferring during the period of the term of this Agreement, except regarding the interpretation of this Agreement.
7. The foregoing shall not preclude the parties hereto from meeting and conferring at any time with respect to any subject matter within the scope of meeting and conferring.
8. It is recognized that the Employer-Employee Organization Relations Procedure adopted by Resolution No. 1868-91 on November 12, 1991, is the governing document as to the procedures for meeting and conferring in good faith with recognized employee organizations regarding matters that involve the wages, hours and other terms and conditions of employment.

## **ARTICLE 2 - DEFINITIONS**

1. "Agreement" - the document referenced in Section 3505.1 of the Government Code. It shall be synonymous with the term "Memorandum of Understanding".
2. "Benefit" - is a service or compensation, other than salary, as provided for in this Agreement.
3. "City" - is the City of Fort Bragg and its City Council.
4. Domestic Partner-A domestic partner as defined under California Family Code section 297.
5. "Department" - consists of the following City Departments: Administrative Services, Community Development, Finance and/or Public Works.
6. "Organization" - is the Fort Bragg Employee Organization affiliated with SEIU Local 1021.
7. "Personnel Rules and Regulations" - means the City of Fort Bragg Personnel Rules and Regulations
8. "Salary" - is the regular hourly monetary compensation as shown in the Compensation Schedule attached hereto as Appendix A.

### **ARTICLE 3- ORGANIZATION RIGHTS**

Organization employees shall be free to participate in Organization activities without interference, intimidation or discrimination in accordance with State law and City policies, rules and regulations. These rights shall include the following:

1. The right to represent its members before the City Council, Council advisory boards, commissions or committees with regard to wages, hours and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations. The right to be given reasonable written notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation.
2. The right to a reasonable amount of time during working hours to represent its members before the City Council or their representatives when formally meeting and conferring on matters within the scope of representation, or on any other activities that the parties agree are in the shared interest of more harmonious relations. Such time shall be scheduled in advance with the Department Manager or Human Resource Office.
3. The right to the use of a designated bulletin board and/or internal computer mail system for Union business.
4. The use of City facilities for Organization activities, providing that appropriate advance arrangements are made.
5. The City Council or its designated representative will make copies of its meeting agendas available to the Organization via the City's official website: <https://www.city.fortbragg.com/>.
6. Reasonable access to employee work location for officers of the Organization and their officially designated representatives, for the purpose of processing grievances or contacting members of the Organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Departments or with established safety or security requirements.
7. It is acknowledged that nothing contained in this Agreement is a waiver by the Organization of its rights under Section 3504 of the Government Code.
8. Public agencies and employee organizations shall not interfere with, intimidate, restrain, coerce or discriminate against public employees because of their exercise of their rights to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
9. Employees covered by this Agreement are exempt from the provisions of Article V, Section 1 paragraph C of Resolution 1868-91 The City of Fort Bragg Employer-Employee Organization Relations Resolution.
10. Represented employees may request up to a total of 40 hours off per fiscal year to attend SEIU sponsored training. The 40 hours referenced above are the total hours available to all employees requesting such time-off. An employee may use their available vacation or CTO time or request leave without pay at the employee's discretion. The City will not unreasonably

deny an employee's request for time off and shall attempt to accommodate requests whenever possible.

11. The City agrees to provide the Organization, within sixty days after the signing of this Agreement, one copy of the Agreement and of any other adopted City or Departmental rule, order, resolution or ordinance pertaining to employees represented by this Organization.

12. New Employee Information and Orientation:

- a. During orientation, each new employee represented by Organization shall be given a written statement provided by Organization notifying employee that the Union is the recognized employee organization for their classification. This statement shall include a space for the new employee's name, signature and contact information.
- b. The Union shall have the opportunity to make a 15-minute presentation with new City employee(s) represented by the Union as practical during the first month of their employment.
- c. The Union President or their designee shall not lose any compensation to meet with any new represented employee(s).
- d. In addition, new employee(s) shall not lose any compensation to meet with the Union for the presentation.

13. FBEO Release Time Bank

- a. The City agrees to establish and maintain a Release Time Bank to be used for purposes related to FBEO business. Employees may voluntarily donate any accrued leave credits (i.e., CTO, holiday, vacation) in increments of one (1) hour, except that accrued leave credits for which the employee may not receive compensation upon separation shall not be transferred.
- b. The City shall keep records of donations and withdrawals by FBEO employees for examination and verification annually. The City will report balances to the FBEO on an annual basis each January.
- c. The FBEO must approve in writing any and all use or withdrawals of the Release Time Bank.
- d. The use of the FBEO Release Time Bank is subject to reasonable advance notice and approval of the time off by the City Manager or their designee. The City shall reasonably grant requested time off based on operating needs.
- e. Employees terminating their employment with the City of Fort Bragg who are otherwise to receive compensation for benefits upon their termination as provided for within this Agreement may assign any portion of those benefits they would actually receive to the FBEO Release Time Release Bank. Such assignment will be deducted from the benefits the employee does receive. No assignments of benefits in excess of those the employee would actually receive may be made. For example, an employee who would qualify to receive thirty percent (30%) cash value for one hundred fifty (150) hours of accrued unused sick leave may assign up to forty-five (45) hours to the Release Time Bank upon separation, with such assignment being deducted from any cash payment made to the employee.

**ARTICLE 4- MANAGEMENT RIGHTS**

Except as otherwise provided in this agreement, the City retains all rights, powers, and authority exercised



or held by it, including, but not limited to:

1. The right to determine and modify the organization and the structure of the City.
2. To determine and change the purpose, extent and mission of each of its constituent departments, commissions and boards and to make changes therein.
3. To set standards for service to be offered to the public.
4. To direct the employees of the City in order to carry out its mission.
5. To determine the procedures and standards of selection and testing for employment.
6. To hire, examine, classify and promote consistent with the City's Personnel Rules.
  - a. Assignment of work - During the term of this agreement, the City reserves the right to assign work, schedule employees, and transfer employees in the City's best interests subject to the Personnel Rules.
  - b. Training - During the term of this agreement, the City reserves the right to train employees according to the City's best interests.
7. To take disciplinary action against employees, consistent with the City's Personnel Rules and applicable law.
8. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds.
9. Determine the location, methods, means and personnel by which operations are to be conducted.
10. To create, modify or delete City and/or Departmental rules and regulations, subject to meet and confer.
11. To direct management groups to perform tasks or assignments as directed by the City Manager.
12. To take all necessary actions to carry out its mission during health and safety emergencies.
13. To determine the tools, resources and technology for performing City functions.
14. The City shall not meet and confer on any subject preempted by Federal or State law. Where required by law, the City will provide the Organization with notification prior to implementing the exercise of a management right impacting wages, hour, and terms and conditions of employment on FBEO represented employees unless the impact consequences of the exercise of a management right upon unit members is provided for in this Agreement, City Personnel Rules, or Department Rules and Regulations. Should said impact not otherwise be provided as described above, upon the request of the Organization to meet and confer over the impact of implementing a management right, the City agrees to do so promptly.

#### **ARTICLE 5 - UNION MEMBERSHIP**

## 1. Fair and Equal Representation

- a. It is recognized that the Union must provide fair and equal representation to all employees in all represented classes.
- b. Employees who are not members of the Union benefit from Union representation.

## 2. Dues/COPE/Union-Sponsored Benefit Program Deductions

- a. Deductions for dues, COPE or other Union-sponsored program shall start the pay period after the employer receives notification of the authorization. The employer shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.
- b. Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the employer. The employer shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.
  - I. The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- c. No deduction of dues or service fees shall be made during any pay period in which an employee's earnings, after all other deductions are made, are insufficient to cover the full amount of the dues or service fee.
- d. When an employee is in a non-paid status for an entire pay period, no deduction will be made from that pay period. No additional deductions will be made from future earnings to cover pay periods in which no deductions were made.
- e. In the case of an employee who is in a non-paid status during less than an entire pay period and whose earnings, after all other deductions are made, are insufficient to cover the full amount of the dues or service fee, no deduction will be made from that pay period, and no additional deductions will be made from future earnings to cover that pay period.
- f. The Association shall provide written notice to the City at least 30 calendar days before a change in the amount of dues or service fee will take effect and identify the changed amounts. The Association will provide the same notice to all employees in the unit at the same time.
- g. Indemnification. The Association shall indemnify, defend, and hold the City harmless against any liability arising in any forum, whether judicial, administrative, or otherwise, from any claims, demands, or other action relating to the City's compliance with any obligations imposed under this Agreement including but not limited to, deduction of

membership dues, , and charitable donations; and the Association's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge in any forum relating to the City's compliance with this Agreement, and the Association agrees to pay any attorney, arbitrator or court fees related thereto, as well as reasonable cost of preparation time by City management.

#### ***ARTICLE 6- CONTRACTING OUT***

The City retains the right to contract out municipal services as allowed by law. Whenever the City decides to contract out services and the decision would result in the displacement or reduction in hours for an employee represented by this unit, the City shall provide the Organization with prior notice and shall meet and confer upon request.

#### ***ARTICLE 7 - PAST PRACTICE***

If the City varies from the explicit terms of this MOU or any City rule, regulation, resolution, ordinance or policy through mistake, misapplication or misinterpretation, it shall not be deemed a past practice, and the City may make correction(s) as necessary. Adequate notification of the corrections(s) shall be made to the Organization and to affected represented employee(s).

#### ***ARTICLE 8- GRIEVANCE PROCEDURES***

A grievance may be filed by the Organization on its own behalf, on behalf of any member of the Bargaining Unit, and/or by any member of the Bargaining Unit on their own behalf, for any violation of any section of this Agreement or the City's Personnel Rules.

The grievance procedure shall be pursuant to Sections 20 and 21 of the Personnel Rules.

1. For disciplinary appeals as defined in Section 20 of the Personnel Rules, upon mutual agreement of the City and the Organization, a disciplinary appeal may be submitted to advisory mediation prior to the issuance of a final decision by the City Manager.
2. For non-disciplinary grievances as defined in Section 21 of the Personnel Rules, upon mutual agreement of the City and the Organization, a non-disciplinary appeal may be submitted to advisory mediation prior to the issuance of a final decision by the City Manager.

#### ***ARTICLE 9- COMPENSATION PLAN RANGES AND SCHEDULE***

1. Salary ranges shall be per attached Exhibit A for all employee classifications covered by this agreement.
2. City agrees to pay for any certifications required by State regulating agencies in the performance of job duties.
3. It is agreed that a five-step compensation plan shall be established for all current and future established classifications represented by the Organization. The attached spreadsheet (Exhibit A) reflects the five-step compensation plan established for the classifications represented by the Organization, as updated from time to time in accordance with this Agreement.

## **ARTICLE 10- SALARY INEQUITY ADJUSTMENTS**

1. Once each year, in December, the Organization shall have the right to request the City to review the salary placement of up to two classifications that meet one or more of the following criteria:
  - a. Significant turnover;
  - b. Difficulty recruiting;
  - c. Internal misalignment with classification(s) with similar responsibilities or duties;
  - d. Range or salary compaction; and/or
  - e. External misalignment with classification(s) with similar responsibilities or duties within the City's benchmark cities. In the event that either party believes there are insufficient comparisons from among the agreed upon jurisdictions for a particular City job classification, the Organization and/or the City may introduce salary data from other suitable jurisdictions in order to commence the meet and confer process on salary inequity.
2. Requests for review shall include the following information:
  - a. Classification(s) to be studied;
  - b. Which criteria set forth above are applicable;
  - c. Supporting data that justifies the request;
  - d. Any known or anticipated compaction or "ripple effects" created by an adjustment;
  - e. Percentage increase proposed; and
  - f. Estimated cost of salary inequity adjustment requested (including any known benefit cost adjustment).
3. The City will conduct the review and provide copies of the results to the Organization and the affected department(s). Following completion of the review or sixty-days (60) after the Organization's submittal of the information set forth in paragraph 2, whichever is sooner, and upon request of the Organization, the parties shall meet and confer regarding the results. Costs of agreed upon salary adjustments shall be in addition to any salary increases arising out of Article XI (Cost of Living Adjustments) and subject to the approval of the City Council.
4. Salary Surveys

The City will conduct a comprehensive classification and compensation study periodically with the approval of the city Council. In conducting the study, the parties establish a survey jurisdiction comprises of the following agencies:

  - City of Arcata
  - City of Clearlake
  - City of Cloverdale
  - City of Eureka
  - City of Fortuna
  - City of Lakeport
  - City of Sonoma
  - City of Willits
  - City of Ukiah

- City of Windsor

#### Survey Methodology

- The City will survey at the market average
- Salary data will be compiled at the top step (excluding longevity salary steps) of the benchmark
- No employee will suffer a wage reduction as a result of the survey

The parties shall meet and confer regarding the results. Cost of salary adjustment(s) shall be in addition to salary increase(s) arising out of Article XI Cost of Living Adjustments and subject to the approval of the City Council.

### **ARTICLE 11- COST OF LIVING ADJUSTMENTS AND ONE-TIME PAYMENTS**

1. Cost of Living Adjustments: During the term of the Agreement, the City's Compensation Plan, attached as Exhibit A, will be modified as follows:
  - A. Effective the first full pay period after July 1, 2025, each employee covered by this Agreement shall receive a 6% cost of living adjustment.
  - B. Effective the first full pay period after July 1, 2026, each employee covered by this Agreement shall receive a minimum COLA equal to 5% of their base salary.
  - C. Effective the first full pay period after July 1, 2027, each employee covered by this Agreement shall receive a minimum COLA equal to 3.5% of their base salary.
  - D. Effective the first full pay period after July 1, 2028, each employee covered by this Agreement shall receive a 3.5% cost of living adjustment.

### **ARTICLE 12 - OVERTIME**

The City has the right to assign and schedule overtime for represented employees. Departmental practices in effect as of July 1, 2007 shall be maintained as follows:

1. Water/Wastewater Treatment
  - a. Overtime required to complete tasks in progress is assigned to the involved employees as required for continuation of effort.
  - b. Call outs are prioritized by seniority within the classification.
  - c. Any situation not covered by items a and b is offered by seniority within classification starting with the most senior employee. If no employee desires the overtime, overtime is assigned by seniority within the classification starting with the least senior employee.
2. Streets and Maintenance
  - a. Overtime required to complete tasks in progress is assigned to the involved employee as

required for continuation of effort.

- b. Call outs and any other situation requiring overtime are offered by seniority within classification starting with the most senior employee. If no employee desires the overtime, overtime is assigned by seniority within the classifications starting with the least senior employee.

3. Other Employees

- a. For employees not within the Public Works Department (Water/Wastewater Treatment and Streets and Maintenance) required overtime happens infrequently and will be assigned in advance when practical with no established policies in place. The Department Manager assigns and approves overtime on an as needed basis.

4. For employees covered by this Agreement, hours worked beyond eight hours per day and/or forty hours per week shall be compensated to the nearest quarter hour worked and shall be compensated at one-and-a-half times the employee's hourly rate of pay.

5. In lieu of cash payment for overtime worked, employees may choose to "bank" any overtime hours (credited at one- and one-half times the actual overtime hours worked) for later use as compensatory time off (CTO). CTO may be accumulated to a maximum of one hundred and four (104) hours. CTO use must be pre-approved by immediate supervisor.

Each December 31, the City shall pay off all accumulated compensatory time to each employee at the current salary rate and each employee cannot accrue any additional compensatory time until after December 31, of the same year.

6. For the purpose of defining "hours worked", the following shall apply:

- a. Hours worked shall include all hours worked.
- b. Hours worked shall also include all paid leave hours, except compensatory time off. This means that hours worked includes medical leave, family leave, bereavement leave, vacation time, holiday leave, or any other form of paid leave, except for compensatory time off.

### ***ARTICLE 13 - ASSIGNED STANDBY AND CALLBACK TIME***

1. An employee who is eligible to receive overtime pay shall receive a minimum credit of three-hours (or the actual time worked if over three hours) of overtime as provided by this Memorandum of Understanding (MOU) if the employee reports to a job site in response to a call from a supervisor, Department Manager or designee of the Department Manager or City Manager, or in response to a call out by the Police Department or City facility alarm-initiated call.
2. Such employee shall not be considered to be in a stand-by status or eligible for stand-by pay.
  - a. If an employee is called back a subsequent time during a given three-hour period, such employee is not entitled to an additional minimum three hours of overtime.
  - b. Employees may not initiate their own callbacks.
  - c. An employee responding to an authorized call out may call in additional employee(s) if the situation requires additional employees to safely and/or effectively deal with the call

incident

3. Assigned Standby

- a. The City shall assign an employee to be on standby from Maintenance and an employee at Water and Wastewater Treatment during off hours and each employee shall be compensated in accordance with this section. For purposes of this Section, "assigned standby" shall be defined as a period of time during which an employee designated by their supervisor or Department Manager shall be available to provide services when needed. "Available" means that, during the entire standby period, the employee can be contacted immediately by those in need of services, either by telephone or other means of communication, and that the employee is able to commence providing the services within thirty (30) minutes of the contact.
- b. Employees shall be compensated at an assigned standby rate of two hours of pay at their regular hourly pay rate per day assigned as standby person.
- c. If called out to perform any service during an assigned standby period, the employee shall receive a minimum credit of two-hours (or the actual time worked if over two hours) of overtime in addition to the stand-by rate.

**ARTICLE 14 - TEMPORARY ASSIGNMENTS TO HIGHER PAID POSITION**

1. Effective January 1, 2017 an employee is temporarily assigned by their supervisor, the Department Manager or the City Manager to perform the duties of a higher paid position for five consecutive days or more, said employee shall receive additional compensation equal to 5% of their current salary provided that the resultant pay shall not exceed that of the employee being replaced.
2. A regular employee so temporarily assigned need not be qualified by examination or have standing on an eligibility list for the higher class. A temporary assignment of the duties of a higher class under this section is distinguished from a temporary appointment as provided in the Personnel Rules and Regulations, in that the employee is not appointed to the higher class but is assigned all of the duties of the higher class and is not paid the salary as provided for that higher class. The temporary assignment, unlike a temporary appointment, may be made without reference to an eligibility list.
3. A temporary assignment by a Department Manager of a regular employee to work in a higher class requires prior authorization by the City Manager. Temporary assignment pay will not be granted retroactively.
4. Temporary assignments may be made by the City Manager subject to the provisions above when a position is vacant or when an incumbent employee is absent from a position. Such assignments shall be temporary and shall terminate when the position is filled, when the incumbent employee returns to work, or when the temporary assignment is discontinued.
5. For extended assignments that will last beyond 30 days, the assigned employee shall receive compensation equal to Step 1 of the higher classification or an additional 5% of the assigned employee's current salary, whichever is greater, beginning on the 31<sup>st</sup> day of assignment. If an employee is at a step in a temporary assignment in excess of 365 days he/she shall be

moved to the next step in the salary range for the temporarily assigned classification.

6. A Personnel Action Form shall be completed by the Human Resources Office, approved by the Department Manager and City Manager, and placed in the employee's personnel file for each such assignment.
7. Should the assigned employee take any form of paid leave during the first 30 days of the temporary assignment, assignment pay will not be paid for any such leave hours taken.
8. Whenever reasonable, at the discretion of the City Manager or their designee, an employee's temporary assignment time may be applied to their promotional probationary period.

#### ***ARTICLE 15 - BILINGUAL INCENTIVE PAY***

1. Any employee whose duty assignments require regular and frequent use of bilingual language skills shall receive bilingual pay. The determination of whether the employee's duty assignments require regular and frequent use of bilingual language skills shall be made by the City Manager. The employee shall retain such bilingual designation throughout the duration of the employee's assignment. When a regular employee is assigned to duties requiring regular and frequent use of bilingual language skills, s/he shall receive \$80.00 per pay period. When a regular Part-time employee is assigned to bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated. The scheduled increases, during the life of the Agreement as identified above, shall also be prorated.
2. As used in this section, the phrase "regular and frequent" means that the employee's duty assignments normally require the employee to use bilingual skills at least once each working day, or at least five (5) times each work week. An employee's ability to read, write, or speak a foreign language, and/or occasional incidental use of foreign language skills on the job shall not warrant a bilingual allowance.
3. Employees must pass a fluency test as required by the City in order to be eligible for bilingual incentive pay. The fluency test will be administered by the Human Resources Office or its designee. All employee classifications are eligible for bilingual incentive pay.

#### ***ARTICLE 16 - LONGEVITY PAY***

In recognition of long term service to the City, the City will provide one-time payments to employees as follows:

1% at the beginning of the eleventh (11<sup>th</sup>) year of employment;

An additional 1% at the beginning of the sixteenth (16<sup>th</sup>) year of employment; and

An additional 1% at the beginning of the twenty-first (21<sup>st</sup>) year of employment.

Longevity increases will begin on the regular pay period in which the employee's anniversary date falls, and will be included in the employee's regular paycheck.



## **ARTICLE 17 - REST, MEAL PERIODS, ALTERNATIVE WORK SCHEDULES**

1. The City agrees to provide, except in cases of emergency, all full-time employees with two rest periods of fifteen minutes each during each day. One such rest period shall be prior to the meal period and the second rest period shall be following the meal period.
2. The meal period shall not be less than thirty minutes. The meal period shall be between the end of the third hour and the beginning of the sixth hour after work starts, unless otherwise agreed upon by the employee and their immediate supervisor, in accord with the applicable City policies as may be established.
3. The parties agree to implement an alternative work schedule option for certain classifications in the City of Fort Bragg. An employee may switch to an alternative schedule by mutual agreement with the Department Head or designee. Either party may cancel the alternative work schedule with one week's written notice if it is not meeting the needs of the Department or the employee.

The flexible work schedule will provide a variation, but not a reduction, in working hours intended to provide better "time planning" for employees' or department needs. For non-exempt employees, all hours must be in the same workweek. Any hours worked beyond the scheduled shift or beyond forty hours in the workweek will be paid at the normal overtime rate.

## **ARTICLE 18 - SICK LEAVE**

1. **Accrual:** All full-time probationary and permanent employees shall accrue sick leave at a rate of eight hours per month beginning at the end of the first thirty one days of employment and sick leave may be accrued with no maximum limit.
2. **Personal Use:** Sick Leave may be used as accrued. It is to be used for illness or injury and may not be used to supplement days off except as may be provided in the Personnel Rules Section 15.2.
3. **Family Care Use:** Accrued sick leave may be used for care of the current spouse/domestic partner, children, siblings and parents, (be they natural, adoptive, step or foster of the employee or the parents of the employee's current spouse, if employee is married), grandparent or grandchild, It is further provided that an additional forty hours of accrued sick leave per calendar year may be used for such care in unusual or emergency cases with the approval of the City Manager.
4. **Documentation:** Employees will follow departmental policies in documenting sick leave used. A physician's certification form may be required at the discretion of the Department Manager or City Manager for absences of three consecutive work days or more, unless the Department Manager, Administrative Services Office and/or City Manager has questions and/or concerns about the frequency of absences, then the physician's certification form may be required for any amount of absences.

5. Conversion:
  - A. Sick leave accrued in excess of eight hundred hours may be converted to vacation on the basis of three hours of vacation time for each ten hours of sick leave accrued and converted.
  - B. Up to 25% of sick leave accrued in excess of one thousand hours may be converted without loss of balance of sick leave, to vacation on the basis of one hour of vacation time for each hour of sick leave accrued and converted.
  - C. Conversions may be made once each year in the month of December.
  - D. Conversion is not applicable if an employee is discharged for cause.
6. Transfer: An employee may transfer accrued sick leave to another employee in cases of emergency, subject to review and approval by the City Manager, on a case by case basis subject to the provisions of Personnel Rules Section 18.
7. Compensation on Separation: Upon separation after two or more years of service, an employee shall be paid for 30% of unused, accrued sick leave. This provision is not applicable where sick leave is otherwise converted or transferred for other credit. Such compensation is not applicable if an employee is discharged for cause.
8. Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): As provided for in the Federal Family and Medical Leave Act of 1993 and the California Rights Act as per Section 16 of the Personnel Rules.
9. For fitness for duty examinations related to non-work-related condition(s) that cause an absence from work as defined in Section 15 of the City's Personnel Rules, the City will pay mileage for travel to and from the location of the examination using the same criteria as for other travel reimbursements.

#### **ARTICLE 19 - HOLIDAYS**

1. All full-time probationary and permanent employees shall receive their regular pay for the following holidays:

January 1  
3rd Monday in January (Martin Luther King Jr. Day)  
3rd Monday in February (Presidents' Day)  
Last Monday in May (Memorial Day)  
Juneteenth (June 19)  
July 4 (Independence Day)  
1st Monday in September (Labor Day)  
2nd Monday in October (Indigenous Peoples' Day)  
November 11 (Veterans Day)  
4th Thursday in November (Thanksgiving)  
Friday after Thanksgiving  
December 24  
December 25

And every day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving

2. In addition to the above, employees shall receive two (2) floating holidays per fiscal year. A floating holiday may be taken as time off only, with advance approval by the Department Head or City Manager and scheduled with due regard to the wishes of the employee and convenience of the City. Floating holiday hours may be used in increments of one (1) hour with advanced approval by the Department Head or City Manager. Floating holidays, defined as eight hours, may not be carried forward from one fiscal year to the next and must be used no later than the last regularly scheduled pay date prior to June 30<sup>th</sup> of each fiscal year. Unused floating holidays are deemed to be lost, if not used, at the end of each fiscal year or upon termination of employment. A new employee hired after January 1<sup>st</sup> in any fiscal year shall be entitled to one floating holiday for the balance of the fiscal year. Floating holiday time may not be exchanged for actual compensation under any circumstances.
3. Holiday leave shall be administered as provided for in Section 15 of the Personnel Rules.
4. Whenever employees are required to work on a City recognized holiday, the employees shall be paid at one and a half times their hourly rate in addition to receiving their regular pay for the holiday.
5. Holiday scheduling for Water/Waste Water Treatment
  - i) Assigned on voluntary basis;
  - ii) Employee working the Sunday through Thursday shift works Monday holidays;
  - iii) Employee working Tuesday through Saturday shift works Thursday or Friday holidays;
  - iv) Assigned to lowest seniority employee in any other cases.
  - v) Hours worked on a holiday not in excess of eight hours in a day or forty hours in a week shall not be considered overtime but will be paid at the holiday premium rate (Article 19/4).

#### **ARTICLE 20 - VACATION**

1. Accrual: All full-time probationary and permanent employees shall accrue vacation as follows:
  - a. 3.39 hours per pay period for less than three (3) years of service (88 hours annually). (i.e. 0-36 months)
  - b. 4.62 hours per pay period for three (3) or more years of service and less than ten (10) years of service (120 hours annually). (i.e. 37-120 months)
  - c. 6.16 hours per pay period for ten (10) or more years of service and less than fifteen (15) years of service (160 hours annually). (i.e. 121-180 months)
  - d. All full-time, permanent employees covered under this Agreement with fifteen (15) or more years of service shall accrue vacation at the rate of 7.69 hours per pay period (200 hours annually). (i.e. more than 180 months)
2. Accumulation: Vacation time can be accrued and accumulated to a maximum of two hundred forty (240) hours for employees with less than ten years of service and up to a maximum of three hundred forty (340) hours for employees with ten years or more of service.
3. Use: Accrued vacation time may be used in blocks of one-half-hour or more. All vacation use must be pre-approved by immediate supervisor.

4. Vacation Cash-out: Employees are encouraged to use their vacation time during the year to reduce stress and promote work-life balance. Vacation cash out is not intended to replace the use of vacation time. Employees may elect to have a portion of their accrued vacation to be cashed out once per calendar year as noted below.

During the month of December, employees with at least ten (10) years of service are eligible to cash out a maximum of forty (40) hours of vacation time, subject to all of the following conditions.

- The employee must have at least ten (10) or more years of service.
- The employee must retain a minimum of forty (40) hours of vacation leave in their vacation bank at the time the cash out option is exercised.
- Cash out requests shall be made in writing and approved by the employee's Department Head.
- Cash out requests may only be submitted once per calendar year, to be made during the month of December.
- The approved request must be delivered to the Finance Department before the end of the pay period in order to be included in the following paycheck.

#### ***ARTICLE 21 - BEREAVEMENT LEAVE***

When a death occurs in an employee's immediate family (see Section 15.2.8 of the Personnel Rules for definition of "immediate family"), the employee shall be granted necessary time off, with compensation, for the purpose of attending the funeral and/or to personal affairs, of up to three consecutive work days. In the event of unusual travel time requirements, the City Manager may approve up to a total of five work days. Proof of relationship and/or death may be required.

#### ***ARTICLE 22 - HEALTH INSURANCE, DENTAL INSURANCE, VISION CARE PLAN, LONG TERM DISABILITY INSURANCE AND LIFE INSURANCE***

1. For purposes of this Article, the following definitions shall apply:

- a. Legally Separated - A court action separating an employee from their spouse. This definition shall be used for the sole purpose of City covered health insurance purposes.

The insurance Provider shall determine if the separated spouse is eligible for coverage under the City Health Plan(s)

2. Health, Dental and Vision Insurance

- a. City shall provide health, dental and vision insurance plans for employees and shall make such plan available for any dependents. The Insurance Provider shall determine if a legally separated spouse is eligible for coverage under the City's group health and dental plans.
- b. Effective July 1, 2012, the City shall pay 80% and the employee shall pay 20% of the premiums required for the health and dental plans. The City shall pay 100% of the premiums required for the vision plan.

- c. Employees enrolled in the High Deductible Health Plan will receive a total benefit allowance equal to 80% of the premium for the "traditional" health plan for payment of the High Deductible Health Plan premium with the balance, if any, to be paid into a Health Savings Account. Employees may choose to contribute additional funds to a Health Savings Account on a pre-tax basis via payroll deductions in accordance with IRS guidelines.
- d. Employees may elect to opt out of the medical plan completely, in which case the employee will receive an opt out payment of \$200 per pay period. This payment will be paid to the employee as taxable income to the extent required by law.

### 3. Health and Dental Insurance on Retirement

For purposes of this section, the term "retiree" is defined as:

*An employee who has a minimum of ten (10) years employment with the City, whose last day of employment preceding retirement through the California Public Employee Retirement System (Ca/PERS) was with the City, who immediately begins receiving Ca/PERS benefits upon retirement from the City, and who continuously maintains retiree status with Ca/PERS.*

- a. For employees hired on or before December 31, 1991:
  - i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement.
  - ii) The City will make available health and dental insurance in the City-approved plan(s) for the spouse or domestic partner only of a retiree if retiree was married or in a domestic partnership at the time of retirement.
  - iii) The City will pay the cost of spousal/partner health coverage based on the following schedule. Retirees must be at least sixty (60) years of age at retirement in order to receive this benefit. If an employee retires earlier than age 60 as allowed under the CalPERS retirement plan, the employee/retiree is responsible for 100% of the cost of spousal/partner health insurance coverage until the retiree reaches the age of sixty (60).

<b>Retiree Completed Years of Service</b>	<b>City-Paid Portion of Dependent Health Premiums</b>
10 Years	10%
11 Years	20%
12 Years	30%
13 Years	40%
14 Years	50%
15 Years	60%
16 Years	70%
17 Years	80%
18 Years	90%
19 Years	100%

- iv) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
  - v) The retiree is responsible for 100% of the cost of spousal/partner coverage in the City's dental plan.
- b. For employees hired on or after January 1, 1992 but before July 1, 2003:
- i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement.
  - ii) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
- c. For employees hired on or after July 1, 2003 but before July 1, 2007:
- i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement until the retiree reaches the minimum required age for Medicare eligibility, at which time the City will only contribute the amount of the City's monthly medical premium attributable to retiree only prescription coverage of the City's medical plan for Medicare eligible retirees towards a Healthcare Reimbursement Arrangement on behalf of the retiree.
  - ii) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
- d. For employees hired on or after July 1, 2007:
- i) The City agrees that employees/retirees only may remain on the City's health and dental insurance plans until retiree reaches minimum Medicare eligibility age. The retiree is responsible for the full cost of insurance premiums for retiree only coverage which shall be paid to the City in a timely manner.
- e. For employees hired on or after July 1, 2011:
- i) Retirees are not eligible to participate in the City's post-employment health and dental insurance benefit plans.
- f. The City shall not provide vision care for retirees and/or retiree dependents.
- g. In all cases in which the retiree is responsible for all or part of any health and/or dental premium, failure to pay premiums within 30 days of payment due date will result in termination of participation in the plan(s).
- h. Upon request by the Organization, the City agrees to meet and discuss pre-funding retiree health benefit cost options such as Voluntary Employee Beneficiary Associations (VEBA's). The City is under no obligation to contribute funds or in any other way incur

costs in considering alternative post-retirement benefits funding options.

4. Safety Glasses

- a. Where and when the wearing of safety glasses is mandatory, the City shall provide reimbursement of the actual cost of required prescription safety glasses up to a maximum of \$225 per fiscal year per employee, or \$450 every other fiscal year.

5. Long Term Disability Insurance

- a. Employees covered under this Agreement may participate in the group long term disability insurance program. For an overview of the plan see the certificate of insurance on file in the City Finance Department.
- b. The City shall pay half the cost of the program with the balance to be paid by employees, through payroll deduction.

6. Cafeteria Plan (Flexible Spending Account)

- a. The City shall pay the plan administration fees for the Plan.

7. Life Insurance

- a. City agrees to provide a life insurance policy for each employee in the amount of \$50,000.00. City agrees to pay all costs of such policies.

**ARTICLE 23 - DEFERRED COMPENSATION PLAN**

The City agrees to continue in effect the deferred compensation plans as approved by resolution of the City Council.

**ARTICLE 24 - RETIREMENT**

1. The City offers the 2% at 55 CalPERS Retirement Plan for CalPERS Classic members and 2% at 62 for CalPERS non-Classic members (PEPRA) represented by this Organization.
2. For employees hired after March 13, 2006 and before January 1, 2013, the City agrees to pay the cost of the employer share and to pay EPMC pursuant to Government Code Section 20691 according to the following time-in-grade schedule (pursuant to Government Code Section 20626(e)(1)):

Years 1 through 5 at 0%

3. Once a newly-hired employee accrues five (5) years of total service (either on a continuous or cumulative basis), s/he shall be entitled to payment of EPMC on the same terms that apply to all other employees covered by this Agreement.
4. Effective the first full pay period in July 2014, for employees covered by this Agreement who are not subject to the time-in-grade exception, the City agrees to pay the full cost of the

employer contribution and 2% of the employee contribution to CalPERS premiums as Employer Paid Member Contributions (EPMC) pursuant to Government Code Section 20691.

5. Effective the first full pay period in July 2015, for employees covered by this Agreement who are not subject to the time-in-grade exception, the City agrees to pay the full cost of the employer contribution and 1% of the employee contribution of CalPERS premiums as Employer Paid Member Contributions (EMPC) pursuant to Government Code Section 20691.
6. Classic employees: Effective the first full pay period in July 2016, for employees covered by this Agreement the City agrees to pay the full cost of the employer contribution. The employee will pay 100% of the member share of CalPERS premiums, or 7% of reportable compensation.
7. Effective July 1, 2018, in addition to paying 100% of the employee share of CalPERS premiums, classic employees shall pay, through payroll deduction, an additional 1.0% of reportable compensation towards the City's costs, for a total contribution of 8.0% of reportable compensation toward pension benefits, as permitted by Cal. Gov. Code Section 20516.
8. PEPRAs employees: effective July 1, 2018, PEPRAs employees shall continue to pay 50% of the normal cost of their pension costs.

#### ***ARTICLE 25 - TUITION AND TEXTBOOK REIMBURSEMENT***

1. To the extent funding is available, the City shall, for those employees represented by this Organization, provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$1,500 per fiscal year. Only costs for required course materials (not including computers) for course approved by the Department Manager or City Manager shall be deemed reimbursable through this program. The City Manager may approve additional amounts on a case by case basis.
2. Regular full-time employees may be eligible for reimbursement of tuition fees and book costs for academic courses taken in pursuit of a college degree or education undertaken to maintain or improve skills related to work performance in the employee's current position, which are attended on employee's own time. The City will cover the cost for staff to renew distribution, water, and wastewater license every three years.
3. Reimbursement shall only be available to employees who have prior approval from the City Manager, prior to beginning of the class(es) and if funds are available within the employee's departmental budget.
4. Maintenance Worker II personnel who wish to obtain and maintain their Water Distribution (D2) certification will be reimbursed for the costs of the required coursework and payment of license fees from the educational reimbursement allowance provided for each employee. Employee must request and obtain Department Manager approval before any training is taken or fees or other expenses are incurred. Such approval shall be in writing and placed in the employee's personnel file.



### **ARTICLE 26 - UNIFORMS AND BOOTS**

1. **Safety Jackets:** All full-time probationary and permanent employees, listed below, shall be provided a safety-orange jacket.
2. **Uniforms:** The City requires, for all employees listed below, the wearing of uniforms while on duty. The City will provide five uniform changes per week, safety vest and rain gear. The City shall provide for regular laundering and maintenance of uniforms.

Assistant City Engineer  
Code Enforcement Officer  
Engineering Technician, II, and Senior Engineering Technician  
Environmental Compliance Coordinator  
Maintenance Worker I, II, III, and IV  
Maintenance Division Lead  
Mechanic  
Treatment Division Lead  
Treatment Plant Operator I, II, and III  
Wastewater Treatment Plant Operator-in-Training

3. **Footwear:** As part of the standard uniform, the City will reimburse the aforementioned classifications up to \$300.00 per year for the purchase or repair of boots, which meet the OSHA/ASTM footwear standards, and which shall be required by the City for each classification listed above. The employee shall be required to provide a receipt and description of the boots purchased/repared for approval by their Department Manager. Reimbursement shall be provided within ten (10) days following provision of this information to the Finance Department.
4. The Environmental Compliance Coordinator shall be provided a Lab coat.

### **ARTICLE 27- EQUIPMENT PURCHASE LOAN PLAN**

All employees covered by this Agreement shall have the option of entering into an equipment purchasing loan plan with the City, which may be utilized to assist the employee to purchase equipment that may be used, either on or off duty, to improve the employee's job performance. This plan has the following limitations:

1. The loan total shall not exceed \$3,000.00.
2. Employee cannot add to an existing loan without the recommendation and express permission of the City Manager.
3. Employee agrees to pay an interest rate equal to the Local Agency Investment Fund (LAIF) rate paid to the City, as of the date of the loan, plus .25 percent.
4. Loans shall be repaid via payroll deductions. Loans of less than \$1,000.00 shall be repaid in twenty-six equal installments. Loans of \$1,000.00 or more but less than \$2,000.00 shall

be repaid in fifty-two equal installments. Loans of \$2,000.00 or more shall be repaid in seventy-eight equal installments. In no case shall deductions be more than \$50.00 per paycheck, except in the event of separation. Upon separation, if employee has not paid the entire balance due by the time their final paycheck is issue, the City will deduct the balance of the loan from the final paycheck.

5. The employee shall provide documentation, such as an invoice or receipt, prior to issuance of the loan, to serve as proof of purchase.
6. Employee shall sign a payroll deduction authorization form for the amount calculated by the Finance Department.
7. Employee shall receive approval prior to the purchase of any equipment for which this program is anticipated.
8. Once all necessary documentation has been supplied and the employee signs all equipment loan documents, issuance of the loan will be processed within fourteen (14) days of final approval of all approved paperwork.

#### ***ARTICLE 28 - AUTOMOBILE USE AND TRAVEL REIMBURSEMENT***

1. In those instances where a City vehicle is not available for use and the employee is required to use their private vehicle on City business, travel expense reimbursement shall be at the rate allowed by the Internal Revenue Service for mileage driven on City business. Use of a personal vehicle shall be approved in advance by the Department Manager.
2. Prior to the use of their private vehicle, employees must provide the City with a certificate of insurance, on the form provided by the City, which evidences that employee has comprehensive automobile liability insurance or business automobile liability insurance in an amount at least equal to the minimum requirements established by the City's liability insurance provider.
3. Employees shall be reimbursed for expenses incurred while on assignment outside the Fort Bragg area as follows:
  - a. Lodging: Maximum of \$140.00 per night, which shall include local taxes, but exclude tips, porter's fees, telephone (except for City business calls only), room service, movies, valet, etc.
    - i) When traveling to a high cost area, the Department Manager or City Manager may approve a higher maximum than shown above.
    - ii) When an employee lodges at a hotel/motel at which the training program/meeting/seminar is being conducted, the employee shall be reimbursed for actual lodging costs if higher than the amount above. Approval of the Department Manager or City Manager is required.
    - iii) Receipts are required for all lodging costs.

- iv) When shared by others, only a pro rata share of the cost will be reimbursed. When furnished by a government agency or other source, or otherwise obtained without cost, (i.e. lodging with friends or relatives) there shall be no reimbursement.

Meals: Per diem allowances for meals shall be provided and employees shall be eligible to claim for breakfast per diem (\$20.00) if they are in travel status as of 6:00 a.m.; employees shall be eligible to claim for lunch per diem (\$25.00) if they are in travel status between the hours of 11:00 a.m. and 2:00 p.m.; employees shall be eligible to claim for dinner per diem (\$35.00) if they are in travel status as of 6:00 p.m.

If some meals are furnished when traveling on a per diem, they may not be claimed and/or they will be deducted at the basic rate as provided above.

- b. Rental Cars: Size of rental cars must be justified if larger than compact. When using a rental vehicle, employee must keep log of daily mileage and pay for any mileage charge when car is used for personal business.
- c. First Class Travel: First class travel cannot be used, unless the additional cost is paid by the employee.
- d. Tickets: Copy of tickets used for travel must always be furnished with claim.

#### ***ARTICLE 29 - PERSONAL PROPERTY***

1. The City provides all equipment and supplies, which are required for performance of employee job duties. In any situation where an employee requests to use personal property or equipment for the completion of job tasks, the Department Manager must provide written authorization in advance.
2. Rental and Repair/Replacement
  - a. If items are damaged beyond repair, the actual value of such may be paid. The value of such items shall be determined as of the time of damage thereto. The City Manager shall establish the procedure to be followed by employees in submitting claims for damaged or destroyed items. No claims shall be authorized for repair or replacement of items of personal property used on City business unless they have more than minor value and are listed on an inventory of such items which has received Department Manager authorization for use.
3. Upon approval of the City Manager, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing clothing or prostheses or other personal property of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing, necessarily worn or carried by the employee or required by the nature of their duties, when such items are damaged or destroyed in the line of duty without fault of the employee or stolen from City facilities.

### **ARTICLE 30 - PERFORMANCE EVALUATIONS**

Both the City and the Organization encourage the timely evaluation of employee performance. Toward that end, the City places priority on the completion of performance evaluations by supervisory personnel in a timely manner.

During the term of this Agreement, the City agrees to discuss with the Organization concerns involving the timely conduct of performance evaluations.

### **ARTICLE 31 - ADDITIONAL EMPLOYMENT**

Employees will not be prevented from engaging in secondary employment during off-duty time provided it does not create a conflict of interest as determined by the City Manager or a scheduling conflict with their work for the City.

### **ARTICLE 32 – CATASTROPHIC LEAVE PROGRAM**

#### **32.1. Policy**

This policy is designed to assist employees who have exhausted all forms of paid leave due to a serious, catastrophic illness or injury that affects the employee or the employee's immediate family member and requires the employee to be absent from work. The Catastrophic Leave Program allows other City employees to voluntarily donate sick leave or vacation time to an employee who meets the eligibility requirements so that the recipient will be able to remain on a paid status for a longer period of time, or until the employee is receiving short or long term disability, or is able to retire.

Donation and use of catastrophic leave is at the City Manager's discretion. Donation and use of catastrophic leave requires the approval of the City Manager or their designee.

#### **32.2. Eligibility for Personal Catastrophic Leave**

32.2.1. The employee must meet the following requirements to be eligible for leave under this policy:

- (1) The employee must have been employed with the City and be considered actively employed by the City.
- (2) The employee must have a verifiable serious or catastrophic illness or injury requiring an extended period of treatment or recuperation or the employee must be caring for an immediate family member as defined in Personnel Rules Section 15.2.8 who has a verifiable serious or catastrophic illness or injury. Serious or catastrophic illness or injury is one in which the employee or immediate family member is incapacitated and unable to work as certified by their physician for at least four (4) full workweeks. In addition, the employee must provide medical certification documents documenting the employee's serious or catastrophic illness or injury requiring an extended period of treatment or recuperation for at least (4) full workweeks.
- (3) The employee must have exhausted all paid leave balances.

- (4) The employee may not be concurrently receiving short or long-term disability or similar benefit, including State Disability Insurance

32.3. **Conditions for Donating Leave.**

32.3.1. The following are the conditions for donating leave:

- (1) To be eligible to donate leave, an employee must have been employed for six months.
- (2) All donations of leave are voluntary. No employee shall be required to donate leave.
- (3) Vacation and sick leave are the only types of leave allowed for donation and shall be donated on the basis of 1 hour received for each hour donated. If an employee wishes to donate vacation or sick leave, the employee must retain a minimum balance of eighty (80) sick leave hours after donating. If donating vacation leave, the employee must retain a balance of 40 hours after donating.
- (4) A donating employee may donate a maximum of 100 hours total to a recipient employee per catastrophic event. Recipient employees may receive a maximum of 520 donated hours (3 months/13 weeks) per catastrophic event.

Donated leave will be credited to the receiving employee's leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.

- (5) Once the leave is donated and posted to the receiving employee, the employee donating such leave shall irrevocably lose all rights and privileges to the donated leave hours.

32.4. **Procedures For Donating and Receiving Leave**

32.4.1. For donating employees:

- (1) A donating employee shall complete the donation form and submit it to the Human Resources Office.
- (2) The Human Resources Office will review the request and forward to the City Manager for approval.
- (3) After approval by the City Manager, the Human Resources Office will submit the donation request to payroll for processing.
- (4) Donated leave will be used only as needed.
- (5) Donated leave will be credited to the receiving employee from the donating employee in chronological order by the date approved by the City Manager.

32.4.2. For receiving employees:

- (1) Once the receiving employee's own paid leave balances have been exhausted consistent with this policy, the employee may collect donated leave.
- (2) The receiving employee must be eligible for leave (meeting the requirements of Section

18.2.1 above) and willing to receive the donated leave.

- (3) The medical reasons for the need for the donated leave will only be disclosed to City employees if the employee agrees to such disclosure, either verbally or in writing.
- (4) The receiving employee will continue to be provided City-provided health and welfare benefits consistent with the City's Family and Medical Leave Policy.
- (5) All donated hours must be used on a continuous and uninterrupted basis until the earliest of the following occurs:
  - a. All donated leave balances are exhausted; or
  - b. The employee returns to work; or
  - c. The employee begins receiving long-term disability benefits; or
  - d. The employee's employment terminates.

32.5.

**MISCELLANEOUS**

- (1) Catastrophic Leave donations are not tax deductible for the donor and all payroll taxes are the obligation of the recipient.
- (2) The recipient/donor must not have solicited nor accepted anything of value in exchange for the donation.
- (3) The Policy will be administered in a manner consistent with the Family Medical Leave Act/California Family Rights Act and applicable City leave policies and will not otherwise extend or alter an employees rights under those policies.
- (4) All donations shall remain confidential.
- (5) Donations will be deducted from the donor's balances as they are credited to the recipient. When the employee returns to work on a regular basis or tenders notice of resignation or retirement, any hours remaining in the catastrophic leave account will be refunded to the donors on a first-in-first basis, meaning the leave will be returned hour per hour to the last donation received.
- (6) Must have exhausted all earned leave balances (including sick, vacation, and compensatory time). However, the City Manager may approve the solicitation and acceptance of sick and/or vacation donations prior to all balances being exhausted when the physician's statement and existing leave balances indicate that all such balances will be exhausted within the next two pay periods.

FOR THE CITY OF FORT BRAGG

DATE \_\_\_\_\_

\_\_\_\_\_  
Isaac Whippy, City Manager

Attest:

\_\_\_\_\_  
Diana Paoli, MMC, City Clerk

FOR THE FORT BRAGG EMPLOYEE  
ORGANIZATION/SEIU LOCAL 1021

DATE \_\_\_\_\_

\_\_\_\_\_  
Cody Filosi, Organization President

\_\_\_\_\_  
Justin Celeri, Organization Vice-  
President

\_\_\_\_\_  
Adriana Hernandez Moreno, Bargaining  
Team Member

\_\_\_\_\_  
Steven Baxman, Bargaining Team Member

\_\_\_\_\_  
Patrick Hickey, SEIU Local 1021; Field  
Representative

**EXHIBIT A- CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN**

<b>Department</b>	<b>Position</b>	<b>Class</b>	<b>Step</b>	<b>Hourly</b>	<b>BiWeekly</b>	<b>Monthly</b>	<b>Annually</b>
Economic Development	<b>Grants Coordinator</b>	FBEO, Grant-Funded	<b>Step 1</b>	32.79	2,623.20	5,683.60	68,203.20
			<b>Step 2</b>	34.43	2,754.40	5,967.87	71,614.40
			<b>Step 3</b>	36.15	2,892.00	6,266.00	75,192.00
			<b>Step 4</b>	37.96	3,036.80	6,579.73	78,956.80
			<b>Step 5</b>	39.86	3,188.80	6,909.07	82,908.80
Finance	<b>Finance Technician I</b>	FBEO	<b>Step 1</b>	24.46	1,956.80	4,239.73	50,876.80
			<b>Step 2</b>	25.68	2,054.40	4,451.20	53,414.40
			<b>Step 3</b>	26.96	2,156.80	4,673.07	56,076.80
			<b>Step 4</b>	28.31	2,264.80	4,907.07	58,884.80
			<b>Step 5</b>	29.73	2,378.40	5,153.20	61,838.40
Finance	<b>Finance Technician II</b>	FBEO	<b>Step 1</b>	26.99	2,159.20	4,678.27	56,139.20
			<b>Step 2</b>	28.34	2,267.20	4,912.27	58,947.20
			<b>Step 3</b>	29.76	2,380.80	5,158.40	61,900.80
			<b>Step 4</b>	31.25	2,500.00	5,416.67	65,000.00
			<b>Step 5</b>	32.81	2,624.80	5,687.07	68,244.80
Finance	<b>Finance Technician III</b>	FBEO	<b>Step 1</b>	29.74	2,379.20	5,154.93	61,859.20
			<b>Step 2</b>	31.23	2,498.40	5,413.20	64,958.40
			<b>Step 3</b>	32.79	2,623.20	5,683.60	68,203.20
			<b>Step 4</b>	34.43	2,754.40	5,967.87	71,614.40
			<b>Step 5</b>	36.15	2,892.00	6,266.00	75,192.00
Finance	<b>Government Accountant I</b>	FBEO	<b>Step 1</b>	32.79	2,623.20	5,683.60	68,203.20
			<b>Step 2</b>	34.43	2,754.40	5,967.87	71,614.40
			<b>Step 3</b>	36.15	2,892.00	6,266.00	75,192.00
			<b>Step 4</b>	37.96	3,036.80	6,579.73	78,956.80
			<b>Step 5</b>	39.86	3,188.80	6,909.07	82,908.80
Information Technology	<b>Systems Technician</b>	FBEO	<b>Step 1</b>	25.16	2,012.80	4,361.07	52,332.80
			<b>Step 2</b>	26.42	2,113.60	4,579.47	54,953.60
			<b>Step 3</b>	27.74	2,219.20	4,808.27	57,699.20
			<b>Step 4</b>	29.13	2,330.40	5,049.20	60,590.40
			<b>Step 5</b>	30.59	2,447.20	5,302.27	63,627.20
Planning, Housing & Building	<b>Administrative Assistant - Non-Confidential</b>	FBEO	<b>Step 1</b>	27.15	2,172.00	4,706.00	56,472.00
			<b>Step 2</b>	28.51	2,280.80	4,941.73	59,300.80
			<b>Step 3</b>	29.94	2,395.20	5,189.60	62,275.20
			<b>Step 4</b>	31.44	2,515.20	5,449.60	65,395.20
			<b>Step 5</b>	33.01	2,640.80	5,721.73	68,660.80



Department	Position	Class	Step	Hourly	BiWeekly	Monthly	Annually
Planning, Housing & Building	<b>Assistant Planner</b>	FBEO	Step 1	34.93	2,794.40	6,054.53	72,654.40
			Step 2	36.68	2,934.40	6,357.87	76,294.40
			Step 3	38.51	3,080.80	6,675.07	80,100.80
			Step 4	40.44	3,235.20	7,009.60	84,115.20
			Step 5	42.46	3,396.80	7,359.73	88,316.80
Planning, Housing & Building	<b>Associate Planner</b>	FBEO	Step 1	36.17	2,893.60	6,269.47	75,233.60
			Step 2	37.98	3,038.40	6,583.20	78,998.40
			Step 3	39.88	3,190.40	6,912.53	82,950.40
			Step 4	41.87	3,349.60	7,257.47	87,089.60
			Step 5	43.96	3,516.80	7,619.73	91,436.80
Planning, Housing & Building	<b>Planning Technician</b>	FBEO	Step 1	26.67	2,133.60	4,622.80	55,473.60
			Step 2	28.00	2,240.00	4,853.33	58,240.00
			Step 3	29.40	2,352.00	5,096.00	61,152.00
			Step 4	30.87	2,469.60	5,350.80	64,209.60
			Step 5	32.41	2,592.80	5,617.73	67,412.80
Planning, Housing & Building	<b>Permit Technician</b>	FBEO	Step 1	26.67	2,133.60	4,622.80	55,473.60
			Step 2	28.00	2,240.00	4,853.33	58,240.00
			Step 3	29.40	2,352.00	5,096.00	61,152.00
			Step 4	30.87	2,469.60	5,350.80	64,209.60
			Step 5	32.41	2,592.80	5,617.73	67,412.80
Public Works	<b>Assistant City Engineer</b>	FBEO	Step 1	34.58	2,766.40	5,993.87	71,926.40
			Step 2	36.31	2,904.80	6,293.73	75,524.80
			Step 3	38.13	3,050.40	6,609.20	79,310.40
			Step 4	40.04	3,203.20	6,940.27	83,283.20
			Step 5	42.04	3,363.20	7,286.93	87,443.20
Public Works	<b>Engineering Technician</b>	FBEO	Step 1	33.25	2,660.00	5,763.33	69,160.00
			Step 2	34.91	2,792.80	6,051.07	72,612.80
			Step 3	36.66	2,932.80	6,354.40	76,252.80
			Step 4	38.49	3,079.20	6,671.60	80,059.20
			Step 5	40.41	3,232.80	7,004.40	84,052.80
Public Works	<b>Engineering Technician II</b>	FBEO	Step 1	34.58	2,766.40	5,993.87	71,926.40
			Step 2	36.31	2,904.80	6,293.73	75,524.80
			Step 3	38.13	3,050.40	6,609.20	79,310.40
			Step 4	40.04	3,203.20	6,940.27	83,283.20
			Step 5	42.04	3,363.20	7,286.93	87,443.20
Public Works	<b>Senior Engineering Technician</b>	FBEO	Step 1	40.18	3,214.40	6,964.53	83,574.40
			Step 2	42.19	3,375.20	7,312.93	87,755.20
			Step 3	44.30	3,544.00	7,678.67	92,144.00
			Step 4	46.52	3,721.60	8,063.47	96,761.60
			Step 5	48.85	3,908.00	8,467.33	101,608.00

Department	Position	Class	Step	Hourly	BiWeekly	Monthly	Annually
Public Works	<b>Environmental Compliance Coordinator</b>	FBEO	Step 1	38.46	3,076.80	6,666.40	79,996.80
			Step 2	40.38	3,230.40	6,999.20	83,990.40
			Step 3	42.40	3,392.00	7,349.33	88,192.00
			Step 4	44.52	3,561.60	7,716.80	92,601.60
			Step 5	46.75	3,740.00	8,103.33	97,240.00
Public Works	<b>Maintenance Worker I</b>	FBEO	Step 1	22.94	1,835.20	3,976.27	47,715.20
			Step 2	24.09	1,927.20	4,175.60	50,107.20
			Step 3	25.29	2,023.20	4,383.60	52,603.20
			Step 4	26.55	2,124.00	4,602.00	55,224.00
			Step 5	27.88	2,230.40	4,832.53	57,990.40
Public Works	<b>Maintenance Worker II</b>	FBEO	Step 1	26.07	2,085.60	4,518.80	54,225.60
			Step 2	27.37	2,189.60	4,744.13	56,929.60
			Step 3	28.74	2,299.20	4,981.60	59,779.20
			Step 4	30.18	2,414.40	5,231.20	62,774.40
			Step 5	31.69	2,535.20	5,492.93	65,915.20
Public Works	<b>Maintenance Worker III</b>	FBEO	Step 1	27.38	2,190.40	4,745.87	56,950.40
			Step 2	28.75	2,300.00	4,983.33	59,800.00
			Step 3	30.19	2,415.20	5,232.93	62,795.20
			Step 4	31.70	2,536.00	5,494.67	65,936.00
			Step 5	33.29	2,663.20	5,770.27	69,243.20
Public Works	<b>Maintenance Worker IV</b>	FBEO	Step 1	31.06	2,484.80	5,383.73	64,604.80
			Step 2	32.61	2,608.80	5,652.40	67,828.80
			Step 3	34.24	2,739.20	5,934.93	71,219.20
			Step 4	35.95	2,876.00	6,231.33	74,776.00
			Step 5	37.75	3,020.00	6,543.33	78,520.00
Public Works	<b>Maintenance Division Supervisor</b>	FBEO	Step 1	38.38	3,070.40	6,652.53	79,830.40
			Step 2	40.30	3,224.00	6,985.33	83,824.00
			Step 3	42.32	3,385.60	7,335.47	88,025.60
			Step 4	44.44	3,555.20	7,702.93	92,435.20
			Step 5	46.66	3,732.80	8,087.73	97,052.80
Public Works	<b>Mechanic</b>	FBEO	Step 1	29.45	2,356.00	5,104.67	61,256.00
			Step 2	30.92	2,473.60	5,359.47	64,313.60
			Step 3	32.47	2,597.60	5,628.13	67,537.60
			Step 4	34.09	2,727.20	5,908.93	70,907.20
			Step 5	35.79	2,863.20	6,203.60	74,443.20

Deparment	Position	Class	Step	Hourly	BiWeekly	Monthly	Annually
Public Works	Treatment Division Supervisor	FBEO	Step 1	38.38	3,070.40	6,652.53	79,830.40
			Step 2	40.30	3,224.00	6,985.33	83,824.00
			Step 3	42.32	3,385.60	7,335.47	88,025.60
			Step 4	44.44	3,555.20	7,702.93	92,435.20
			Step 5	46.66	3,732.80	8,087.73	97,052.80
Public Works	Treatment Plant Operator-in-Training	FBEO	Step 1	22.36	1,788.80	3,875.73	46,508.80
			Step 2	23.48	1,878.40	4,069.87	48,838.40
			Step 3	24.65	1,972.00	4,272.67	51,272.00
			Step 4	25.88	2,070.40	4,485.87	53,830.40
			Step 5	27.17	2,173.60	4,709.47	56,513.60
Public Works	Treatment Plant Operator I	FBEO	Step 1	27.74	2,219.20	4,808.27	57,699.20
			Step 2	29.13	2,330.40	5,049.20	60,590.40
			Step 3	30.59	2,447.20	5,302.27	63,627.20
			Step 4	32.12	2,569.60	5,567.47	66,809.60
			Step 5	33.73	2,698.40	5,846.53	70,158.40
Public Works	Treatment Plant Operator II	FBEO	Step 1	29.15	2,332.00	5,052.67	60,632.00
			Step 2	30.61	2,448.80	5,305.73	63,668.80
			Step 3	32.14	2,571.20	5,570.93	66,851.20
			Step 4	33.75	2,700.00	5,850.00	70,200.00
			Step 5	35.44	2,835.20	6,142.93	73,715.20
Public Works	Treatment Plant Operator III	FBEO	Step 1	32.13	2,570.40	5,569.20	66,830.40
			Step 2	33.74	2,699.20	5,848.27	70,179.20
			Step 3	35.43	2,834.40	6,141.20	73,694.40
			Step 4	37.20	2,976.00	6,448.00	77,376.00
			Step 5	39.06	3,124.80	6,770.40	81,244.80



# City of Fort Bragg

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

## Text File

**File Number: 25-247**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5I.

Approve Resolution of the Fort Bragg City Council Requesting The Mendocino Local Agency Formation Commission to Allow The City's Municipal Broadband Utility to Provide Internet Access for Existing Mendocino Community Network Customers Residing Outside City Limits. The City of Fort Bragg and Mendocino Unified School District agreed to the acquisition and transfer of the assets of Mendocino Community Network (MCN) to the City's Municipal Broadband Utility. The attached resolution authorizes the City's request to Mendocino Local Agency Formation Commission (LAFCo) to continue providing internet services to existing MCN customers residing outside city limits under Government Code Section 56133.

**RESOLUTION NO. \_\_\_\_-2025**  
**RESOLUTION OF THE FORT BRAGG CITY COUNCIL**  
**REQUESTING THE MENDOCINO LOCAL AGENCY FORMATION COMMISSION TO**  
**ALLOW THE CITY’S MUNICIPAL BROADBAND UTILITY TO PROVIDE INTERNET**  
**ACCESS TO EXISTING MENDOCINO COMMUNITY NETWORK CUSTOMERS RESIDING**  
**OUTSIDE CITY LIMITS.**

**WHEREAS**, the City of Fort Bragg and Mendocino Unified School District have agreed to the acquisition and transition of Mendocino Community Network (MCN) assets to the City of Fort Bragg’s Municipal Broadband Utility; and

**WHEREAS**, the internet service provider, MCN has provided internet access to our rural community for over thirty years; and

**WHEREAS**, MCN customers residing outside city limits have voiced strong interest in maintaining internet connectivity; and

**WHEREAS**, the City recognizes that reliable internet access is a critical component of public health and safety; and

**WHEREAS**, the City is committed to ensuring all MCN customers are provided uninterrupted internet service through this transition, regardless of location; and

**WHEREAS**, based on all of the evidence presented, the City Council finds as follows;

1. Reliable internet access is now widely recognized as a critical component of health and safety infrastructure, particularly in rural and underserved areas.
2. The purpose of submitting an Outside Agency Service Agreement Application to the Mendocino Local Agency Formation Commission (LAFCo) is to provide uninterrupted internet access to existing MCN customers outside city limits.

**NOW, THEREFORE, BE IT RESOLVED** that no new infrastructure nor an intensification of services is proposed for existing MCN customers residing outside city-limits, thereby categorically exempting the proposed project from the California Environmental Quality Act (CEQA) pursuant to 15301(b) Existing Facilities; and

**BE IT FURTHER RESOLVED** that the City Council of Fort Bragg does hereby authorize the City Manager’s submission of an application requesting Mendocino LAFCo to allow the City of Fort Bragg to assume the provision of internet access to existing MCN customers outside city limits and all necessary and supporting documents required.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23<sup>rd</sup> day of June, 2025, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:  
ABSTAIN:  
RECUSED:**

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**Jason Godeke, Mayor**

**ATTEST:**

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**Diana Paoli  
City Clerk**



## Application Outside Agency Service Agreement

Please complete the following information to process an application for Outside Agency Services under Government Code Section 56133. Please do not leave information blank on this form; specify N/A if a portion is not applicable.

### A. Applicant Information

1) Agency Name: City of Fort Bragg

2) Agency Contact Information:

Name & Title	Sarah McCormick, Economic Development Manager
Phone	707-961-2825 x136
Email	<a href="mailto:smccormick@fortbraggca.gov">smccormick@fortbraggca.gov</a>
Address	416 N Franklin Street, Fort Bragg, CA 95437

### B. Location of Territory to be Served (Use the Supplemental Property Sheet for multiple properties)

Assessor Parcel Number	Size	Current Use	Proposed Use
see attached.			

Landowner Name	
Mailing Address	
Email	

### C. Type of Out-of-Agency Services Agreement

- 1) ☐ New ☐ Extended
- 2) ☐ Water ☐ Sewer ☐ Other (please specify): As the City of Fort Bragg moves forward with the acquisition and transition of assets from the internet service provider, Mendocino Community Network (MCN), from the Mendocino Unified School District – MCN customers residing outside city- limits have voiced strong interest in maintaining internet connectivity. Recognizing that reliable internet access is a critical component of public health and safety, the City is committed to providing a continuity of service to all existing MCN customers. About two-thirds of current MCN

customers are within city-limits. The remaining 425+/- of customers reside outside city-limits and the subject of this request under Government Code 56133..

- 3) ☐ A copy of the agreement between the agency and affected landowner(s) to be served has been attached.

#### **D. Justification**

- 1) Is the subject territory located within the agency's Sphere of Influence?  
☐ Yes      ☐ No      Note: Location are both within and outside City's Sphere of Influence (see attached Property Owner Consent Forms and corresponding spreadsheet)

- 2) Is the reason for the application a threat to the health and safety of the public or the affected residents?

☐ Yes - Provide documentation from the Public Health Officer.

☐ No - Explain the reason for the application at this time.

Yes. Current MCN customers residing outside of city-limits have voiced strong interest in maintaining their internet service for health and safety concerns. Recognizing that reliable internet service access is a critical component of public health and safety, the City is committed to continuing service for all existing customers – regardless of location during this transition. The City acknowledges the importance of equitable service continuity and is committed to uninterrupted access until a suitable alternative service provider or solution is identified.

- 3) Explain why a jurisdictional change (e.g., annexation) is not being considered at this time as an alternative to providing services outside the agency's boundaries.

Annexation is not realistic. Customer locations are randomly located - ranging from Westport to Comptche.

- 4) Is annexation of the subject territory or affected property anticipated in the near future?

☐ Yes      ☐ No

Please describe the agency's plans and timelines, or provide other relevant information.

Not Applicable.

#### **E. Service Information**

- 1) Describe how the agency would provide the proposed new or extended service to the subject territory. Please identify any onsite and offsite infrastructure or facility improvements, any permits required from regulatory agencies, and associated funding requirements to provide service to the subject territory.



The City would continue to leverage existing MCN assets to serve customers outside city-limits. No new infrastructure nor intensification of services is proposed.

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- 2) If the proposed new or extended service involves water or sewer, identify the anticipated demand in terms of use (i.e., gallons, acre-feet) and frequency of delivery (per day/month/etc.) associated with serving the subject territory. For extended service, please estimate the difference in comparison to existing demand.

Not Applicable.

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- 3) Describe compensation for the proposed service (i.e., fee/household, fee/truck/tank, etc.).

Customers billed for services rendered on a monthly basis. See attached billing statement for details.

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- 4) Does the agency have sufficient capacities to provide the proposed new or extended service to the subject territory without adversely effecting existing service levels?

Yes. The City of Fort Bragg has invested significant resources to deploy a municipal broadband utility – designed, constructed, maintained, and operated for the public benefit. The acquisition of MCN ensures the City has the technical expertise to run this new enterprise and provide the same level of services customers have come to depend on.

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- 5) What services, if any, are currently provided to the subject territory?

Internet connectivity via MCN Open-Air and Fusion services.

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- 6) Are there any alternate service providers or other service options available to the subject territory?

Yes/No. The company Further Reach offers similar wireless technology. Other internet providers in the area that might also be available to customers include Comcast, Sonic, and x-finity – although the upfront cost of switching to another provider could be cost prohibitive.

---

## **F. Land Use Information**

- 1) Identify the subject territory's land use designation, zoning, and minimum parcel density requirements and clarify whether the proposed provision of service(s) will increase onsite development potential or be growth inducing for the area.

See attached spreadsheet and Property Owner Consent Forms.

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- 2) Are there any proposed or approved, but not yet built, development projects involving the subject territory?

☐ Yes      ☐ No

If yes, describe the proposed projects or land use entitlements and the timeline for implementation.

No.

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- 3) The Commission's action regarding this request by the agency to provide new or extended services outside its jurisdictional boundary is subject to the requirements of the California Environmental Quality Act (CEQA). Has the agency conducted any CEQA reviews for any projects associated with this application?

☐ Yes      ☐ No

If yes, please provide copies of the environmental documentation, including the Notice of Exemption or Notice of Determination and proof of payment of applicable California Department of Fish & Wildlife fees.

The City completed a CEQA analysis for new infrastructure being deployed within city-limits. No new infrastructure, nor an intensification of existing services is proposed for customers outside the City's jurisdictional boundaries. The City's request to continue existing services to existing customers is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 15301(b) Existing Facilities



# City of Fort Bragg

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

**File Number: 25-248**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Consent Calendar

**Agenda Number:** 5J.

Approve Agreement with Revize for Custom Web Site Design, Implementation, and 5-Yr Annual Hosting and Maintenance Not to Exceed \$85,045

**CITY OF FORT BRAGG  
PROFESSIONAL SERVICES AGREEMENT  
WITH**

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

**W I T N E S S E T H :**

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

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

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

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

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

**[Delete whichever Paragraph E doesn't apply]**

E. WHEREAS, the City Manager is authorized by Fort Bragg Municipal Code Section 3.20.040 to negotiate contracts in an amount not to exceed \$60,000.

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

1.2. Professional Practices. All professional services to be provided by

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

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

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

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual orientation, or disability except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of

compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

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

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

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

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

## **2.0. COMPENSATION, BILLING AND PREVAILING WAGES**

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

**[Delete whichever paragraph 2.1 does not apply.]**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the

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

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

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

**[Delete this section if it does not apply.]**

2.5 Prevailing Wage Requirements In accordance with California Labor Code Section 1720, this project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Regulation. The Consultant and subcontractors engaged in performance of the Work must comply with Labor Code Section 1771.1.

(a) Payment of Prevailing Wages: In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Consultant and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.

(b) Legal Working Days: In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight

hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

(c) Payroll Records: Pursuant to Labor Code Section 1776, Consultant and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. Consultant shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(d) Registration with DIR: Consultant and any subcontractor(s) of Consultant shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

### 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by \_\_\_\_\_, 20\_\_\_\_. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

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

### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on \_\_\_\_\_, 20\_\_\_\_, [3 months after Completion Date in 3.1] unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of



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

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

City shall not be liable for any claim of lost profits.

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

## **5.0. INSURANCE**

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

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

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

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

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

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

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

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

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any

of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

## 6.0. GENERAL PROVISIONS

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

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

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

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

Consultant designates [REDACTED] as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

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

IF TO CONSULTANT:

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

IF TO CITY:

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

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

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

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

6.8. Indemnification and Hold Harmless.

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

If Consultant is a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding



the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an



error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence

or event, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

CITY

CONSULTANT

By: \_\_\_\_\_

Isaac Whippy  
Its: City Manager

By: \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Diana Paoli  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Baron J. Bettenhausen  
City Attorney

**EXHIBIT A**

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

**EXHIBIT B**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# City of Fort Bragg

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

## Text File

**File Number: 25-249**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Consent Calendar

**Agenda Number:** 5K.

Resolution of the Fort Bragg City Council to Update the Mid-Management Employee Group's Terms and Conditions of Employment

## RESOLUTION NO. XXXX-2025

### RESOLUTION OF THE FORT BRAGG CITY COUNCIL ESTABLISHING A COMPENSATION PLAN AND TERMS AND CONDITIONS OF EMPLOYMENT FOR EXEMPT MID-MANAGEMENT CLASSIFICATIONS

**WHEREAS**, it is the desire of the Fort Bragg City Council to provide an adequate level of compensation and to enumerate benefits and conditions of employment for exempt Mid-Management classifications; and

**WHEREAS**, all exempt Mid-Management classifications covered by this Resolution are those identified in the City's adopted Master Compensation Schedule as approved by the City Council; and

**WHEREAS**, all classifications covered by this Resolution are exempt from overtime under Fair Labor Standards Act section 13(a)(1) and are part of the Personnel Merit System; and

**WHEREAS**, the City recognizes the importance of transparency and collaboration, the City agrees to provide Mid-Management employees with a minimum of thirty (30) days to review and provide input on any proposed changes to their resolution or compensation plan prior to City Council consideration;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby establish a compensation plan, terms and conditions of employment for exempt Mid-Management classifications as follows:

#### **SECTION 1.0      SALARY COMPENSATION**

##### **1.1      SALARY SCHEDULE FOR EXEMPT MID-MANAGEMENT CLASSIFICATIONS**

The salary ranges established for exempt Mid-Management classifications incorporate the cost of living adjustments as follows:

- Commencing July 1, 2025, all classifications except the Broadband Manager covered by this agreement shall receive a 6% cost-of-living adjustment effective the first full pay period in July 2025. For the Police Mid-Management classifications, the COLA will be effective January 1, 2026, in advance of the completion of Salary Survey 672.
- Commencing July 1, 2026, all classifications except the Broadband Manager covered by this agreement shall receive a 5% cost-of-living adjustment effective the first full pay period in July 2026. For the Police Mid-Management classifications, the COLA will be effective January 1, 2027, in advance of the completion of Salary Survey 672.
- Commencing July 1, 2027, all classifications covered by this agreement shall receive a 3% cost-of-living adjustment effective the first full pay period in July 2027. For the Police Mid-Management classifications, the COLA will be effective January 1, 2028, in advance of the completion of Salary Survey 672.
- Commencing July 1, 2028, all classifications covered by this agreement shall receive a 3% cost-of-living adjustment effective the first full pay period in July 2028. For the Police

Mid-Management classifications, the COLA will be effective January 1, 2029, in advance of the completion of Salary Survey 672.

Salary Compaction: Issues related to salary compaction may be addressed by the City Manager or their designee.

### **Classifications designated Confidential/Non-Bargaining**

Assistant Director – Engineering Division  
Assistant Finance Director  
Broadband Manager  
City Clerk – CMC Certified  
Construction Project Manager  
Captain – Special Ops  
Commander – Field Ops  
C.V. Starr Manager  
Economic Development Manager  
Human Resources Manager  
Operations Manager – Public Works  
Senior Government Accountant  
Senior Planner  
Information Technology Manager

## **1.2 LONGEVITY PAY**

Effective the first full pay period in July 2025, employees shall be eligible to receive longevity pay as set forth herein upon the satisfactory completion of a minimum of five (5) continual years of service. The effective date of a longevity pay increase shall be the beginning of the pay period following the date of eligibility. Any employee shall receive such pay in addition to their basic rate of pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Pay Rate</u>
5 Years	1%
10 Years	1%
15 Years	1%
20 Years	1%

B. Longevity Pay is capped at no more than four percent (4%) of the base rate of pay. The City will comply with the California Code of Regulations (CCR) Section 571(b) for Classic Members and Section 571.1(a) for PEPRA members when reporting.

## **1.3 INITIATIVE MEASURED, ORDINANCE 672**

A. The salary provisions of Initiative Measure D, Ordinance 672 as adopted by the voters on November 4, 1986, are hereby recognized as the basic policy document governing the

salary of the Mid-Management, sworn peace officer employees covered in this resolution.

- B. The salary adjustments as provided for in Ordinance 672 shall be implemented as soon as possible after January 1 of each year.

#### **1.4 TEMPORARY ASSIGNMENT PAY FOR WORKING IN A HIGHER CLASSIFICATION**

When a Mid-Management employee is assigned to perform all of the duties of a Department head for a period in excess of three (3) working days, said employee shall receive compensation equal to step 1 of the so assigned Department head compensation schedule for the period of such assignment.

Such assignments must be made by the employee's supervisor or the City Manager and must be documented in writing prior to the actual absence of the Department head and shall be approved by the City Manager prior to the absence of the Department head unless the absence is due to an unanticipated or unexpected absence.

Temporary assignment pay shall not apply to any paid leave time (e.g. sick leave, vacation, holiday, management leave) taken during the temporary assignment.

#### **1.5 BILINGUAL INCENTIVE PAY**

- A. Any Mid-Management employee whose duty assignments require regular and frequent use of bilingual language skills shall receive bilingual pay. The determination of whether the employee's duty assignments require regular and frequent use of bilingual skills shall be made by the City Manager. The employee shall retain such bilingual designation throughout the duration of the employee's assignment. When a regular Mid-Management employee is assigned to duties requiring regular and frequent use of bilingual language skills, they shall receive \$80.00 per pay period. When a regular Part-Time Mid-Management employee is assigned to bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated. The scheduled increases, during the life of the Agreement as identified above, shall also be prorated.
- B. As used in this section, the phrase "regular and frequent" means that the employee's duty assignments normally require the employee to use bilingual skills at least once each working day, or at least five (5) times each work week. An employee's ability to read, write, or speak a foreign language, and/or occasional incidental use of foreign language skills on the job shall not warrant a bilingual allowance.
- C. Employees must pass a fluency test as required by the City in order to be eligible for bilingual incentive pay. The fluency test will be administered by the Human Resources Office or its designee. All Mid-Management classifications are eligible for bilingual incentive pay.

#### **EDUCATIONAL INCENTIVE PAY**

- A. Effective upon adoption of this Resolution, full-time, non-probationary employees covered under this Agreement shall be eligible to receive a one-time, non-pensionable educational incentive payment for qualifying degrees earned, subject to the conditions outlined below.



B. An employee who has been awarded a Bachelor of Arts or Science degree (or who has completed 120 college semester units or the equivalent in quarter units) from an accredited institution shall be eligible to receive a one-time payment of \$2,000.00, upon submission of satisfactory documentation.

C. An employee who has been awarded a Master's degree (or who has completed 45 semester units or the equivalent in quarter units in a Master's program) from an accredited institution shall be eligible to receive a one-time payment of \$3,000.00, upon submission of satisfactory documentation.

D. Degrees or coursework may be in any field of study; however, the City reserves the right to verify the authenticity of degrees and determine equivalency in cases involving international or non-traditional institutions.

E. Employees who earn a qualifying degree on or after the effective date of this Resolution shall be eligible for the incentive payment, provided documentation is submitted within 30 calendar days of the date the degree is awarded. Submissions beyond this period may be denied at the City's discretion.

F. Employees who already possess a qualifying degree at the time of hire or at the time this Resolution is adopted shall not be eligible for retroactive payment under this section. This program applies only moving forward for degrees earned on or after the effective date of this Resolution.

G. Employees may receive only one incentive payment per degree level (i.e., one for a Bachelor's degree and/or one for a Master's degree). No payment shall be made for duplicate or previously compensated degrees.

H. All incentive payments are subject to applicable taxes and are not considered base salary for purposes of retirement or other benefit calculations.

I. The City reserves the right to audit educational records and to recover payments issued in error or based on falsified, incomplete, or inaccurate information.

## **1.7 DISASTER PAY**

All employees are Disaster Service Workers. In the event of a FEMA-reimbursable emergency, exempt employees shall be compensated with Disaster Overtime Pay. Disaster Overtime Pay applies for hours actually worked in excess of eighty eight (88) hours a pay period on activities related to the Emergency Operations Center (EOC), disaster management, and recovery. Disaster Overtime Pay shall be at the rate of time and one-half of the employee's base hourly rate.

Exempt employees rendering aid to assist with disaster response efforts in other jurisdictions shall be compensated Disaster Overtime Pay at the rate of time and one-half. Disaster Overtime Pay shall be paid within a reasonable time to allow processing and shall not be withheld until settlement of claims reimbursement.

Disaster Overtime Pay is subject to CalPERS and applicable State and Federal tax rates.

## **SECTION 2.0      LEAVES OF ABSENCE (PAID AND UNPAID)**

### **2.1      MANAGEMENT LEAVE**

Each exempt Mid-Management employee shall receive 10 days (80 hours) of Management Leave annually accrued in total as of January 1. Management Leave for exempt Mid-Management employees hired after January 1 will be prorated.

If the leave is not used by December 31 of each year, the unused balance will not carry forward unless approval by the City Manager is requested and received before December 31. The City Manager may authorize a carry-over of unused balance for up to 90 days past December 31. Any unused leave not taken within the 90-day extension period will be lost. Management Leave must be taken as time off and is not compensable upon termination.

### **2.2      VACATION LEAVE**

A. Accrual: All full-time exempt Mid-Management employees covered by this resolution shall accrue vacation as follows:

- 88 hours annually for 1 to 3 years of service (i.e. 0-36 months).
- 120 hours annually for 4 to 9 years of service (i.e. 37-120 months).
- 160 hours annually for 10 to 14 years of service (i.e. 121-180 months).
- 200 hours annually for 15 or more years of service (i.e. 180+ months).

B. Accumulation: Employees may accumulate vacation as follows:

- A maximum of 240 hours for 1 to 9 years of service (i.e. 0-120 months).
- A maximum of 320 hours for 10 to 14 years of service (i.e. 121-180 months).
- A maximum of 360 hours for 15 or more years of service (i.e. 180+ months).

The City Manager may authorize additional accumulation of vacation hours in situations where vacation time cannot be authorized due to work demands.

C. Use: Vacation leave may be taken as it accrues. Accrued vacation time may be used, at a minimum, in blocks of one (1) hour or more. The date of vacation may be selected by the employee, but shall be approved by the Department Head, who shall consider the wishes of the employee and the needs of the Department.

D. Vacation Buy-Back: Once during each fiscal year may cash in a maximum of 40 hours of vacation leave. At the time the cash-in option is exercised, the employee must retain a minimum of 40 hours of vacation leave. Cash-in requests must be made in writing to the City Manager.

### **2.3      HOLIDAYS**

A. All exempt Mid-management employees shall receive 13 designated paid holidays per year and one floating holidays per year to be observed during each fiscal year (July 1- June 30). Specified holidays are as follows:

January 1 (New Year's Day)

3<sup>rd</sup> Monday in January (Martin Luther King Jr. Day)

3<sup>rd</sup> Monday in February (Presidents Day)

Last Monday in May (Memorial Day)

June 19<sup>th</sup> (Juneteenth)  
July 4 (Independence Day)  
1<sup>st</sup> Monday in September (Labor Day)  
2<sup>nd</sup> Monday in October (Indigenous Peoples' Day)  
November 11 (Veterans Day)  
4<sup>th</sup> Thursday in November (Thanksgiving)  
Friday after Thanksgiving  
December 24 (Christmas Eve)  
December 25 (Christmas Day)

In addition, any day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning, or day of thanksgiving shall be provided as a holiday.

- B. One "floating holidays" may be taken as time off only, with advanced approval by the Department Head or City Manager, and scheduled with due regard to the wishes of the employee and the convenience of the City. Floating holidays, defined as eight hours, may not be carried forward from one fiscal year to the next and must be used no later than the last regularly scheduled pay date prior to June 30<sup>th</sup> of each fiscal year. Unused floating holidays are deemed to be lost, if not used, at the end of each fiscal year or upon termination of employment. A new employee hired after January 1<sup>st</sup> in any fiscal year shall be entitled to not more than half of the applicable floating holiday entitlement for the balance of the fiscal year. Floating holiday time may not be exchanged for actual compensation under any circumstances.
- C. Holiday Leave shall be administered as provided for in Section 15.2.10 of the City of Fort Bragg Personnel Rules and Regulations.

## **2.4 SICK LEAVE AND FAMILY AND MEDICAL LEAVE**

- A. Accrual: All exempt at-will executive employees shall accrue sick leave at a rate of eight (8) hours per month beginning at the commencement of employment and sick leave may be accrued with no maximum limit.
- B. Personal Use: Sick leave may be used as it is accrued. It is to be used for illness or injury and may not be used to supplement days off.
- C. Family Care Use: Accrued sick leave may be used for care of the current spouse/domestic partner, children, siblings and parents (be they natural, adoptive, step or foster of the employee or their current spouse, if employee is married), grandparent or grandchild. It is further provided that an additional forty hours of accrued sick leave per calendar year may be used for such care in unusual or emergency cases with the approval of the City Manager.
- D. Documentation: Employees must follow departmental policies for requesting/documenting use of sick leave and a physician's certification may be required at the discretion of the City Manager for absences of three consecutive work days or more.
- E. Conversion:
1. Sick leave accrued in excess of eight hundred (800) hours may be converted to vacation on the basis of three (3) hours of vacation time for each ten (10) hours of sick leave accrued and converted.
  2. Up to 25% of sick leave accrued in excess of one thousand (1,000) hours may be converted to vacation on the basis of one (1) hour of vacation time for each one (1) hour

of sick leave accrued and converted.

3. Conversions may be made once in each calendar year, and must be approved by the City Manager before December 31.
  4. Eligibility: To be eligible an employee must be a regular full time employee at the time of the request.
  5. No conversion of sick leave shall be allowed for any employee who is discharged for cause.
- F. Transfer: An employee may transfer accrued sick leave to another employee in cases of emergency, subject to review and approval by the City Manager pursuant to Section 18 of the Personnel Rules and Regulations.
- G. Compensation on Separation: Upon separation after two or more years of service, an employee shall be paid for 30% of unused accrued sick leave. Such compensation is not applicable if an employee is discharged for cause.
- H. Family and Medical Leave: Executive employees shall be entitled to leave as provided for in the Family and Medical Leave Act (FMLA) of 1993 and the California Family Rights Act (CFRA) as per Section 16 of the Personnel Rules and Regulations.
- I. Fitness for Duty Examinations: City will pay mileage for personal car use to and from the out-of-town location of the City-requested examination based on the same criteria as for other travel reimbursements.

## **2.5 BEREAVEMENT LEAVE**

Bereavement Leave shall be administered as provided for in Section 15.2.8 of the City of Fort Bragg Personnel Rules and Regulations.

## **2.6 JURY DUTY**

Any employee summoned to serve on jury duty during an on-duty day shall be entitled to leave of absence with full pay for such period of time as they may be required to attend the court in response to such summons. The employee may retain such payment as may be allowed for travel, lodging and meal expenses. The employee shall not be required to submit to the City compensation received from the court for jury duty in order to receive full pay and expenses referenced above.

## **2.7 LEAVE OF ABSENCE WITHOUT PAY**

The City Manager may grant leaves of absence for a maximum of ninety (90) working days, without pay to any employee if the circumstances of the particular case warrant.

## **SECTION 3.0 HEALTH, DENTAL, VISION, LONG TERM DISABILITY, LIFE INSURANCE, DEFERRED COMPENSATION, RETIREMENT AND CAFETERIA PLAN**

### **3.1 HEALTH, DENTAL AND VISION INSURANCE**

A. For purposes of this Section, the following definitions shall apply:

1. Legally Separated -A court action separating an employee from their spouse. This definition shall be used for the sole purpose of City covered health insurance purposes. The Insurance Provider shall determine if the separated spouse is eligible for coverage under the City Health Plan(s).

2. Domestic Partner - A domestic partner as defined under California Family Code section 297.

B. Health and Dental Insurance

1. City shall provide health and dental insurance plans for employees and shall make such plan available for any dependents. The Insurance Provider shall determine if a legally separated spouse is eligible for coverage under the City's group health and dental plans.
2. Effective July 1, 2012, the City shall pay 80% and the employee shall pay 20% of the premiums required for the health and dental plans.
3. Employees enrolled in the High Deductible Health Plan will receive a total benefit allowance equal to 80% of the premium for the "traditional" health plan for payment of the High Deductible Health Plan premium with the balance, if any, to be paid into a Health Savings Account. Employees may choose to contribute additional funds to a Health Savings Account on a pre-tax basis via payroll deductions in accordance with IRS guidelines.

- C. Eligible employees may elect to opt-out of the City-sponsored medical and/or dental plans, in which case the employee will receive a payment of \$216 per pay period if opting out of both medical and dental coverages and a pro-rated amount if opting out of only one type of coverage. Opt-out payments will be paid to the employee as taxable income. To be eligible, employees must provide proof of other comparable coverage, and the opt-out shall be effective for the employee and any eligible dependents.

D. Vision Plan

1. The City shall provide a vision care program for both employee and dependents. The premium cost of said plan is paid entirely by the City.
2. Where and when the wearing of safety glasses is mandatory, the City shall provide reimbursement of the actual cost of required prescription safety glasses up to a maximum of \$225 per fiscal year per employee, or \$450 every other fiscal year.

E. Health and Dental Insurance on Retirement

For purposes of this section, the term "retiree" is defined as:

*An employee who has a minimum of ten (10) years of continuous employment with the City, whose last day of employment preceding retirement through the California Public Employee Retirement System (Ca/PERS) was with the City, who immediately begins receiving Ca/PERS benefits upon retirement from the City, and who continuously maintains retiree status with Ca/PERS.*

1. For employees hired on or before December 31, 1991:

- i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement.
- ii) The City will make available health and dental insurance in the City-approved plan(s) for the spouse or domestic partner only of a retiree if retiree was married or in a domestic partnership at the time of retirement.
- iii) The City will pay the cost of spousal/partner health coverage based on the following schedule. Retirees must be at least sixty (60) years of age at retirement in order to receive this benefit. If an employee retires earlier than age 60 as allowed under the CalPERS retirement plan, the employee/retiree is responsible for 100% of the cost of spousal/partner health insurance coverage until the retiree reaches the age of sixty (60).

<b>Retiree Completed Years of Service</b>	<b>City-Paid Portion of Dependent Health Premiums</b>
10 Years	10%
11 Years	20%
12 Years	30%
13 Years	40%
14 Years	50%
15 Years	60%
16 Years	70%
17 Years	80%
18 Years	90%
19 Years	100%

- iv) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
- v) The retiree is responsible for 100% of the cost of spousal/partner coverage in the City's dental plan.
- 2. For employees hired on or after January 1, 1992 but before July 1, 2003:
  - i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement.
  - ii) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
- 3. For employees hired on or after July 1, 2003 but before July 1, 2007:
  - i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement until the retiree reaches the minimum required age for Medicare eligibility, at which time the City will only contribute the amount of the City's monthly medical premium attributable to retiree only prescription coverage of the City's medical plan for Medicare eligible retirees towards a Healthcare Reimbursement Arrangement on behalf of the retiree.
  - ii) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
- 4. For employees hired on or after July 1, 2007 but before July 1, 2011:
  - i) The City agrees that employees/retirees only may remain on the City's health and dental insurance plans until retiree reaches minimum Medicare eligibility age. The retiree is responsible for the full cost of insurance premiums for retiree only coverage which shall be paid to the City in a timely manner.
- 5. For employees hired on or after July 1, 2011:
  - i) Retirees are not eligible to participate in the City's post-employment health and dental insurance benefit plans.

### **3.2 LONG TERM DISABILITY INSURANCE**

- A. Mid-Management employees covered under this resolution may participate in the group long-term disability insurance program. For an overview of the plan see the certificate of insurance on file in the City's Human Resources Office.
- 8. The City shall pay half the cost of the program with the balance to be paid by employees through payroll deductions.

### **3.3 LIFE INSURANCE**

The City agrees to provide a life insurance policy in the amount of \$100,000 for each Mid-Management employee covered under this resolution. The City agrees to pay the full costs of such policies.

### **3.4 DEFERRED COMPENSATION**

The City agrees to continue in effect the deferred compensation plans approved by resolution of the City Council. Participation is voluntary and no contribution is made by the City on the employee's behalf.

### **3.5 RETIREMENT**

- A. For employees hired prior to December 31, 2012, and employees hired on or after January 1, 2013, who are "Classic Employees" as defined by CalPERS, the City offers the 2% @ 55 CalPERS Retirement Plan for all Miscellaneous employees covered by this resolution and the 2% @ 50 CalPERS Retirement Plan for all Safety employees covered by this resolution. Effective July 1, 2018, each Classic Employee covered by this Resolution shall contribute an additional 1% towards the City's share of CalPERS premiums.
- B. Employees hired on January 1, 2013 or after, who are not "Classic Employees" as defined by CalPERS, the City offers the 2% @ 62 CalPERS Retirement Plan for all Miscellaneous Employees covered by this resolution and the 2.7% @ 57 CalPERS Retirement Plan for all Safety Employees covered by this resolution.

### **3.6 CAFETERIA PLAN ADMINISTRATIVE FEES**

The City shall pay the administrative costs for employees enrolled in the plan.

## **SECTION 4.0 PHYSICAL EXAMINATIONS**

Mid-Management employees covered by this resolution, may undergo annual physical examinations. The City will reimburse any costs associated with deductible and co-pays. The employee must submit a copy of the health insurance explanation of benefits to the Human Resources Office for reimbursement of co-pays and deductibles.

## **SECTION 5.0 AUTOMOBILE USE AND TRAVEL REIMBURSEMENT**

- A. In those instances where a City vehicle is not available for use and the employee is required to use their private vehicle on City business, travel expense reimbursement shall be at the rate allowed by the Internal Revenue Service for mileage driven on City business.
- B. Prior to the use of a private vehicle for City business, employees must provide the City with



a certificate of insurance, on the form provided by the City, which evidences that employee has comprehensive automobile liability insurance in an amount at least equal to the minimum requirements established by the City's liability insurance provider.

**C. Employees shall be reimbursed for expenses incurred while on assignment outside the Fort Bragg area as follows:**

1. Lodging: Maximum of \$200.00 per night, which shall include local taxes, but exclude tips, porter's fees, room service, movies, valet, etc.
  - i. When traveling to a high cost area, the City Manager may approve a higher maximum than shown above.
  - ii. When an employee lodges at a hotel/motel at which the training program/meeting/seminar is being conducted, the employee shall be reimbursed for actual lodging costs if higher than the amount above. Approval of the Department Head or City Manager is required.
  - iii. Receipts are required for all lodging costs.
  - iv. When shared by others, only a pro rata share of the cost will be reimbursed. When furnished by a government agency or other source, or otherwise obtained without cost (i.e. lodging with friends or relatives), there shall be no reimbursement.
2. Meals: Per diem allowances for meals shall be provided and employees shall be eligible to claim for breakfast per diem (\$20.00) if they are in travel status as of 6:00 a.m.; employees shall be eligible to claim for lunch per diem (\$25.00) if they are in travel status between the hours of 11:00 a.m. and 2:00 p.m.; employees shall be eligible to claim for dinner per diem (\$35.00) if they are in travel status as of 6:00 p.m.
  - i. If some meals are furnished when traveling on a per diem, they may not be claimed and/or they will be deducted at the basic rate as provided above.
3. Rental Cars: Size of rental cars must be justified if larger than compact. When using a rental vehicle, employee must keep log of daily mileage and pay for any mileage charge when car is used for personal business.
4. First Class Travel: First class travel cannot be used, unless the additional cost is paid by the employee.
5. Tickets: Copy of tickets used to travel must always be furnished with claim.
6. Fitness for Duty Examinations: City will pay mileage for personal car use to and from the out-of-town location of a City-requested examination based on the same criteria as for other travel reimbursements.

**D. Employees shall be allowed to make their own training and travel reservations.**

**SECTION 6.0      EDUCATION REIMBURSEMENT**

**A. The City shall make available \$2,000 annually to each exempt Mid-Management employee covered by this resolution for the purpose of continuing education. Requests must be approved by the City Manager prior to incurring expenses. Reimbursement will be made upon evidence of successful completion of the training or class. The program applies only to degrees obtained on or after the effective date of this Resolution.**

**SECTION 7.0      HOURS OF WORK**



- A. Salaries approved for exempt Mid-Management employees recognize the advanced level of skills possessed by these employees, the high level of responsibility delegated to these employees, and the potential for longer working hours necessitated by meeting attendance, response to emergency situations, and attendance at court and/or the necessity to meeting project deadlines.
- B. There is no specific compensation for hours worked beyond the minimum workweek of forty (40) Hours, except during a state or federal declared disaster meeting those thresholds described in Section 1.7 DISASTER PAY. The following shall serve as basic guidelines to be used in the management of exempt Mid-Management employee work hours:
1. Exempt Mid-Management employees shall be expected to attend City Council and other evening or weekend meetings and activities as may be required by their job duties. Mid- Management employees shall not receive compensatory time off or additional compensation in any other form for attendance at such meetings/activities.
  2. All employees covered under this resolution are exempt Mid-Management employees and are, therefore, exempt from overtime payment under the Fair Labor Standards Act.
  3. All employees covered under this resolution shall be eligible to use Management Leave during the calendar year as provided in Section 2.1 of this resolution or to adjust work days and hours in recognition of extended hours worked.
  4. In recognition that exempt Mid-Management employees are often required to attend early morning, lunch, and evening meetings, a system of flexible time is available for their use. Exempt Mid-Management employees may work prior to the regular starting time or beyond the regular ending time, or may occasionally take an extended lunch or may work a weekend in lieu of a workday. However, it is expected that exempt Mid- Management employees shall work a minimum of eighty (80) hours per pay period, plus any additional work time reasonably required to discharge the duties and responsibilities of the position.

## **SECTION 8.0      UNIFORM AND BOOT ALLOWANCE**

The Assistant Director - Engineering Division, Operations Manager, and Construction Project Manager are eligible for a boot allowance of \$300.00 per year for boots that are OSHA/ASTM approved. The allowance may be used for either the purchase or repair of said boots.

The Police Captain will receive the uniform allowance as provided to police officers.

## **SECTION 9.0      CERTIFICATION AND DUES**

The City agrees to pay for any certifications required in the performance of job duties for all mid- management positions.

To support each employee covered by this resolution in performing the necessary functions of their job duties, the City will pay for dues and subscriptions for professional/technical licensing and association membership as recommended by the Department Head and approved by the City Manager.

## **SECTION 10.0      EQUIPMENT PURCHASE LOAN PLAN**

All exempt Mid-Management employees covered by this resolution shall have the option of

entering into an equipment purchasing loan plan with the City, which may be utilized to assist the employee to purchase equipment that may be used, both on and off duty, to improve the employee's job performance. This plan has the following limitations:

- A. The loan total shall not exceed \$3,000.00.
- B. Employee cannot add to an existing loan without the recommendation and express permission of the City Manager.
- C. Employee agrees to pay an interest rate equal to the Local Agency Investment Fund (LAIF) rate paid to the City, as of the date of the loan, plus .25 percent.
- D. Loans shall be repaid via payroll deductions. Loans of less than \$1,000.00 shall be repaid in twenty-six equal installments. Loans of \$1,000.00 or more but less than \$2,000.00 shall be repaid in fifty-two equal installments. Loans of \$2,000.00 or more shall be repaid in seventy-eight equal installments. In no case shall deductions be more than \$50.00 per paycheck, except in the event of separation when the balance of the loan will be deducted from the final paycheck.
- E. The employee shall provide documentation, such as an invoice or receipt, prior to issuance of the loan, to serve as proof of purchase.
- F. Employee shall sign a payroll deduction authorization form for the amount calculated by the Finance Department.
- G. Employee shall receive approval prior to the purchase of any equipment for which this program is anticipated.
- H. Once all necessary documentation has been supplied and the employee signs all equipment loan documents, issuance of the loan will be processed within fourteen (14) days of final approval of all approved paperwork.

## **INNOVATION AWARD PROGRAM**

In recognition of the value of creative problem-solving and continuous improvement in City operations, the City shall establish an Innovation Award Program for employees covered under this Resolution.

Employees who develop and implement an idea, process, or project that results in significant cost savings, operational efficiency, improved public service delivery, or enhanced workplace culture may be eligible to receive a one-time Innovation Award of up to \$1,000 per fiscal year.

To be eligible, the innovation must:

- Be initiated and led by the employee or department;
- Demonstrably improve service quality, reduce costs, or streamline operations;
- Be reviewed and approved by the Department Director and the City Manager;
- Be implemented within City operations with measurable results.

Employees or teams may be nominated by peers, department leadership, or self-nominate for consideration. Awards will be granted at the discretion of the City Manager, subject to budget availability and alignment with City goals. Innovation Pay is not pensionable through CalPERS.

## **SECTION 12.0      REVIEW OF TERMS**

To ensure transparency and provide adequate time for input, any proposed changes to the Mid-Management Compensation Plan shall be made available to affected employees at least thirty (30) calendar days prior to the date the revised terms are scheduled for City Council consideration.

During this review period, Mid-Management employees shall have the opportunity to submit comments or questions to Human Resources or the City Manager's designee. The City shall consider any feedback received in good faith prior to finalizing the proposed changes.

This provision is intended to foster collaborative communication and allow for meaningful review and understanding of any modifications to compensation terms or benefits.

## **SECTION 13.0      RELATIONSHIP TO PERSONNEL REGULATIONS**

The terms and conditions of employment as delineated above are in addition to the provisions of the City's "Personnel Rules and Regulations of the City of Fort Bragg" as adopted by Resolution 4767-2024 and as amended from time to time. Should a conflict exist between this Resolution and Resolution 4767-2024, the provisions in this Resolution, or its successor, shall prevail.

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the \_\_\_\_ day of June 2025, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSED:

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**JASON GODEKE**  
Vice Mayor

**ATTEST:**

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**Diana Paoli**  
City Clerk

## **EXHIBIT A**



# City of Fort Bragg

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

## Text File

**File Number: 25-253**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** 5L.

Adopt, by Title Only, and Waive Further Reading of Ordinance 1010-2025; The City Council of the City of Fort Bragg to Designate Fire Hazard Severity Zones

**BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF FORT BRAGG TO  
DESIGNATE FIRE HAZARD SEVERITY  
ZONES**

**ORDINANCE NO. 1010-2025**

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FORT BRAGG ORDAINS AS  
FOLLOWS:**

**SECTION 1. VERY HIGH FIRE HAZARD SEVERITY ZONES**

The City of Fort Bragg hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.

**SECTION 2. APPROVAL OF MAP**

The map approved by the City of Fort Bragg, entitled “City of Fort Bragg – Mendocino County: Local Responsibility Area Fire Hazard Severity Zones,” dated February 24, 2025, is attached hereto as Exhibit A and incorporated herein by reference. The official map is also located electronically on the following website: <https://www.city.fortbragg.com/services/fire-department/fire-hazard-severity-zones>

**SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

The adoption of this Ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects that have the potential to cause a significant effect on the environment. Because the adoption of the FHSZ map is mandated by state law and does not itself authorize development or specific actions that would result in a physical change to the environment, it can be seen with certainty that this action will not result in a significant environmental impact.

**SECTION 4. EFFECTIVE DATE**

This Ordinance shall be published according to law in a newspaper of general circulation in the City of Fort Bragg and shall become effective thirty (30) days after its adoption.

The foregoing Ordinance was introduced by Councilmember Tess Albin-Smith at a regular meeting of the City Council of the City of Fort Bragg held on June 9, 2025, and adopted at a regular meeting of the City of Fort Bragg held on June 23, 2025, by the following vote:

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

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**Jason Godeke,**  
**Mayor**

**ATTEST:**

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**Diana Paoli**  
**City Clerk**

**PUBLISH:** May 29, 2025, and June 13, 2025 (by summary)  
**EFFECTIVE DATE:** July 23, 2025



# City of Fort Bragg

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

## Text File

**File Number: 25-262**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Consent Calendar

**Agenda Number:** 5M.

Resolution of the Fort Bragg City Council Establishing a Compensation Plan, Approving New Positions and Terms And Conditions of Employment for Non-Bargaining and Confidential, Non-Exempt Employees

Approving the Resolution establishes a compensation plan and approves new classifications and terms and conditions of employment for Non-Bargaining and Confidential Employees.



## RESOLUTION NO. XXXX-2025

### RESOLUTION OF THE FORT BRAGG CITY COUNCIL ESTABLISHING A COMPENSATION PLAN, APPROVING NEW POSITIONS AND TERMS AND CONDITIONS OF EMPLOYMENT FOR NON-BARGAINING AND CONFIDENTIAL, NON-EXEMPT EMPLOYEES

**WHEREAS**, it is the desire of the Fort Bragg City Council to provide an adequate level of compensation and to enumerate the benefits and conditions of employment for nonbargaining and confidential, non-exempt classifications; and

**WHEREAS**, non-bargaining and confidential, non-exempt classifications covered by this Resolution are as follows:

Administrative Analyst  
Administrative Analyst — Police  
Administrative Assistant - Administration  
Assistant Planner/Code Enforcement-Part-Time  
Audiovisual Technician-Part-Time  
City Clerk, Non-Certified  
City Clerk Technician  
Housing and Economic Development Coordinator  
Laborer-Public Works  
Laborer-Water/Wastewater  
Police Transport Officer  
Public Experience Liaison, Part-Time  
Public Information Coordinator  
Social Services Liaison-Crisis Worker  
Systems Analyst; and

**WHEREAS**, the classifications covered by this Resolution are non-exempt, are a part of the Personnel Merit System, and unless otherwise defined in this Resolution, shall receive all benefits received by members of the Fort Bragg Employee Organization (FBEO);

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does establish compensation and affirm benefits effective July 1, 2025, through June 30, 2029, for non-bargaining and confidential, non-exempt employees as follows:

#### **SECTION 1.0      SALARY COMPENSATION**

##### **1.1 SALARY SCHEDULE FOR NON-BARGAINING AND CONFIDENTIAL NON-EXEMPT CLASSIFICATIONS**

###### **Designated Confidential/Non-Bargaining Classifications**

Administrative Analyst  
Administrative Analyst – Police  
Administrative Assistant – Administration  
Assistant Planner/Code Enforcement – Part-Time  
Audiovisual Technician – Part-Time  
City Clerk, Non-Certified  
City Clerk Technician  
Housing and Economic Development Coordinator  
Laborer – Public Works

Laborer - Water/Wastewater  
Police Transport Officer (Part-Time)  
Public Experience Liaison (Part-Time)  
Public Information Coordinator  
Social Services Liaison – Crisis Worker  
Senior Administrative Analyst  
Systems Analyst

Effective the first full pay period in July 2025, each employee covered by this Resolution shall receive a 6% cost-of-living adjustment.

Effective the first full pay period after July 1, 2026, each employee covered by this Resolution shall receive a 5% cost-of-living adjustment.

Effective the first full pay period after July 1, 2027, each employee covered by this Resolution shall receive a 3.5% cost-of-living adjustment.

Effective the first full pay period after July 1, 2028, each employee covered by this Resolution shall receive a 3.5% cost-of-living adjustment.

## **SECTION 2.0      RETIREMENT**

- A. For employees hired prior to December 31, 2012, and employees hired on or after January 1, 2013, who are "Classic Employees" as defined by CalPERS, the City offers the 2% @ 55 CalPERS Retirement Plan for all Miscellaneous employees covered by this Resolution. Effective July 1, 2018, each Classic Employee covered by this Resolution shall contribute an additional 1 % towards the City's share of CalPERS premiums.
- B. For employees hired on January 1, 2013 or after, who are not "Classic Employees" as defined by CalPERS, the City offers the 2%@ 62 CalPERS Retirement Plan for all Miscellaneous Employees covered by this Resolution.

## **SECTION 3.0 OTHER BENEFITS**

All other benefits terms and conditions will be provided and administered as provided for Fort Bragg Employee Organization employees.

The above and foregoing Resolution was introduced by Councilmember Rafanan, seconded by Councilmember Albin-Smith, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 24<sup>th</sup> day of June 2024, by the following vote:

**AYES:**

**NOES:**          None.

**ABSENT:**       None.

**ABSTAIN:**      None.

**RECUSED:**     None.

**JASON GODEKE**

**ATTEST:**

\_\_\_\_\_  
**Diana Paoli**  
**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: 25-251**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 7A.

The Public Hearing for the Following Item has Been Continued to July 14, 2025: "Coastal Development Permit Amendment, Use Permit and Design Review Amendments to Modify an Approved Mixed-Use Multifamily Project at 1151 S Main Street to Respond to Coastal Commission Staff Requests to: 1) Change 3 units of Multifamily Housing into 2,450 SF of Hotel Units on the Ground Floor of Building 3; and 2) add a Signed Public Access Sidewalk through the Parcel"



# City of Fort Bragg

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

## Text File

**File Number: 25-252**

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**Agenda Date:** 6/23/2025

**Version:** 2

**Status:** Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 7B.

Receive a Report, Hold a Public Hearing, and Consider Adoption of a City Council Resolution Updating the City's Fee Schedule to Include MCN and Municipal Broadband Service Fees; Statutorily Exempt 14 CCR 15273



## CITY COUNCIL STAFF REPORT

**TO:** City Council  
**2025**

**DATE:** June 9,

**DEPARTMENT:** Administration & Finance Department

**PREPARED BY:** Isaac Whippy, City Manager

**PRESENTER:** Isaac Whippy, City Manager

**AGENDA TITLE:** Conduct Public Hearing to consider the Adoption of Municipal Broadband/MCN Fees for MCN and Related Fiber Optic services

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### RECOMMENDATION

Conduct a public hearing to consider the adoption of Municipal Broadband Fees for MCN and related fiber optic services and make updates to the City of Fort Bragg Fee Schedule

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### BACKGROUND

The City recently acquired Mendocino Community Network (MCN) as part of its broader municipal broadband initiative to provide reliable, high-speed internet access to residents and businesses in Fort Bragg. This item adopts the fees for legacy services being assumed by the City and establishes the broadband fees that will govern MCN services going forward.

Importantly, the existing MCN fees are not being increased at this time. The proposed fee schedule mirrors MCN's current rates, as provided in Exhibit B of the acquisition packet. The only new fees being introduced are for the City's fiber-optic broadband services, developed to comply with funding conditions tied to the California Public Utilities Commission's Federal Funding Account (FFA) grant.

These fiber service fees were incorporated into the broadband financial pro forma and are projected to generate sufficient revenue to cover the utility's operating costs and annual debt service obligations associated with the broadband infrastructure investment.

### DISCUSSION AND ANALYSIS

The City's broadband fee strategy is based on a cost recovery model that ensures long-term fiscal sustainability and avoids any reliance on the General Fund. The strategy includes:

- No change to existing MCN dial-up and DSL service rates
- New fiber-optic broadband service fees, aligned with infrastructure costs, staffing, and ongoing operations
- A combination of fixed rates and deposit-based (time and materials) fees, depending on the service provided

This approach is consistent with best practices in utility rate-setting and complies with state laws governing municipal service fees.

The following rate structure outlines the fiber-optic residential service tiers the City will offer through MCN, using a modern, marketable naming system to support user engagement and outreach:

<b>MCN FIBER PLANS</b>			
<b>PLAN NAME</b>	<b>MONTHLY RATE</b>	<b>SPEED</b>	<b>IDEAL FOR</b>
<b>Fiber Breeze</b> (Low-Income qualify)	\$40	<b>500 Mbps</b>	Everyday browsing, Zoom calls, HD Streaming
<b>FiberCore</b>	\$50	<b>1 Gig</b>	Multi-device homes, 4K streaming, remote work
<b>FiberBlaze</b>	\$70	<b>2 Gig</b>	Multi-device homes, 4K streaming, remote work. Power users, online gaming, smart homes
<b>FiberEdge</b>	\$90	<b>5 Gig</b>	Creators, professionals, heavy upload/download households. Advance tech use. Constant, high-volume data flow
<b>FiberUltra</b>	\$110	<b>10 Gig</b>	Maximum performance for businesses & future-ready homes

Together with MCN's legacy service fees, these plans are projected to generate approximately \$2,305,505 in annual revenue, based on projected subscriber uptake as outlined in the City's broadband business plan.

## Installation costs:

Standard Installation includes up to 150 feet of fiber drop from the City right-of-way to the customer's premises, along with basic restoration of any areas disturbed during the installation process. If the required fiber drop exceeds 150 feet or involves complex conditions, such as boring under driveways, sidewalks, or other hardscapes, additional fees may apply based on hourly labor rates and material costs. A cost estimate will be provided in advance for any non-standard installations.

## MCN Legacy Rates

The City intends to maintain the existing MCN rate structure during the initial transition period following the acquisition of the broadband utility. This approach ensures continuity of service for current customers and honors any existing contracts or rate commitments.

As shown in the class-wide summary, revenue and cost relationships vary across service classes. Some service lines, such as Fiber and Email, currently appear to generate a surplus beyond direct operating costs, while others such as Web operate at a deficit. These imbalances reflect legacy pricing models that have not yet been evaluated under the City's cost structure. A cost analysis of the MCN legacy fees is attached. Services marked with an revenue imbalance offset the costs for set up of the service. Based upon the attached schedule, the anticipated break even point from set up is 5 years. In addition, it is anticipated that within those 5 years, as broadband becomes operational, the existing legacy MCN customers within the City will shift their service to broadband infrastructure further reducing the revenue generated from MCN. Accordingly, an independent fee study will be commissioned based upon actual rather than projected fees and costs well before the break even point is reached. In addition, the City holds that the legacy fees evidencing a revenue imbalance are imposed for the use, purchase, rental, or lease of government property.

Following the transition, the City will undertake a comprehensive rate study to ensure all broadband utility fees comply with California law, including Propositions 218 and 26. This analysis will include direct and indirect cost allocations, infrastructure needs, and service-specific financial performance. Rates will be adjusted as necessary to reflect the reasonable cost of service and support long-term sustainability of the utility.

Legacy rates will be phased out as customer contracts expire, and future rate adjustments will be presented transparently with supporting documentation and opportunities for public review

- Fusion service rates are based on a markup of Sonic's rates.
- The Open Air package was priced to match Fusion (with digital voice), offering a cost-effective option for customers not needing phone service.

- By removing Sonic as a middleman, Open Air provides a higher profit margin, with even better returns when bundled with City-provided VOIP phone service.
- Rates were compared to Comcast and Further Reach offerings and set below both to enhance affordability and drive subscriber growth.

#### Financial Projections:

Together with MCN's legacy service fees, these plans are projected to generate approximately \$2,305,505 in annual revenue, based on projected subscriber uptake as outlined in the City's broadband business plan. This anticipated revenue will support:

- Ongoing operations and maintenance of the City's fiber-optic network;
- Customer service, billing, and technical support infrastructure;
- Annual debt service payments tied to the City's \$7.4 million investment in broadband infrastructure.

This rate structure ensures that the MCN broadband utility is financially self-sustaining, fulfills the terms of the CPUC grant, and maintains quality service delivery without the use of General Fund dollars. The City will continue to monitor cost recovery, system performance, and market competitiveness annually and make adjustments as necessary. No additional fee increases are proposed at this time

#### **LEGAL FRAMEWORK**

The proposed broadband fees comply with all applicable state requirements, including Government Code Section 66016, which governs the process for adopting service-related fees. This statute requires:

- Advance public notice and publication of the proposed fees;
- A public hearing to receive input from the community;
- Availability of the supporting documentation at least 10 days prior to adoption;
- A minimum 60-day waiting period before newly adopted fees take effect.

The City has fully satisfied all procedural and public notice obligations.

The MCN enterprise is scheduled to be officially operated by the City of Fort Bragg effective July 1, 2025. As part of the transition, existing MCN service rates (such as dial-up and DSL) will remain in place without modification. Because these fees are already established and in use, the City will not impose a 60-day waiting period on their continued collection. This ensures a seamless transition for existing customers and uninterrupted service delivery during the operational handoff.



Only the newly introduced fiber-optic service fees will become effective 60 days after adoption, as required under state law. The fees proposed here are fees for the use of City property. Regardless, the fees have been determined to not exceed the cost of providing the service for which the fees are charged.

## **FISCAL IMPACT**

The proposed fees are essential to the financial health and long-term sustainability of the City's municipal broadband utility. Based on the broadband financial pro forma and projected subscriber levels, the combination of existing MCN service fees and newly adopted fiber-optic broadband fees is estimated to generate approximately \$2,305,505 in annual revenue.

This revenue will support the following key components:

- Operations and maintenance of both fiber-optic and legacy broadband infrastructure;
- Customer service, billing, network management, and administrative support;
- Annual debt service payments tied to the City's \$17.4 million broadband infrastructure investment, including the \$10.4 million Federal Funding Account (FFA) grant administered by the California Public Utilities Commission.

To ensure financial transparency and accountability, the Broadband Utility will be structured as a separate Enterprise Fund, distinct from the City's General Fund. This separation guarantees that broadband-related revenues and expenditures are independently tracked and used solely for broadband operations, infrastructure, and related obligations.

The fee structure is rooted in a cost recovery model, which aligns with Government Code requirements and best practices in municipal utility management. Rates have been set at levels that are competitive, affordable, and sufficient to meet all operating and capital obligations without the need for General Fund support. . All fees proposed for adoption do not exceed the cost of the service and supporting infrastructure for which they are imposed. A key fiscal goal of the Broadband Utility is to ensure that revenues remain sustainable and proportionate to long-term operational and infrastructure costs. The City will regularly monitor system performance, subscriber trends, and financial results to adjust rates as needed and maintain service reliability and fiscal discipline.

This approach reflects a forward-thinking, fiscally responsible investment in local infrastructure, digital equity, and community resilience.

## **STRATEGIC GOALS CONSISTENCY**

The adoption of the broadband fee schedule directly supports multiple goals outlined in the City of Fort Bragg's 2024–2028 Strategic Plan, specifically:

- **Goal 1 – Invigorate Economic Opportunity and Community Vibrancy** The City's investment in a municipally operated fiber-optic broadband network expands access to high-speed internet, supporting local businesses, remote workers, students, and entrepreneurs. Affordable broadband services enhance digital inclusion, attract modern industries, and improve quality of life.
- **Goal 2 – Implement Resilient Infrastructure and Encourage Environmental Stewardship** Establishing a financially sustainable broadband utility aligns with the City's infrastructure modernization objectives. A robust, locally controlled network improves resilience, supports smart city capabilities, and complements other forward-thinking infrastructure investments such as solar energy and water system upgrades.
- **Goal 5 – Fund Our Future with Financial and Fiscal Responsibility** The broadband fee structure is grounded in a cost recovery model that ensures the utility is self-sustaining, without reliance on the General Fund. It enables the City to meet ongoing operational needs and service debt associated with its \$7.4 million broadband infrastructure investment, while maintaining affordability for users.
- **Goal 6 – Champion a Sustainable Municipal Organization** By acquiring and operating MCN, the City is demonstrating innovation, self-reliance, and long-term thinking in the delivery of essential services. This initiative positions the City as a forward-looking organization capable of managing complex public utilities while centering

## **ATTACHMENTS**

- Exhibit A – Resolution Adopting MCN & Broadband Fees
- Exhibit B- Broadband Fee Schedule (MCN+ Fiber Optic Services)
- Exhibit C - Public hearing Notice (Published)

**RESOLUTION NO. xxxx-2025**  
**RESOLUTION OF THE FORT BRAGG CITY COUNCIL**

**ADOPTING BROADBAND AND MENDOCINO COMMUNITY NETWORK(MCN)  
FEES FOR THE CITY’S MUNICIPAL FIBER-OPTIC BROADBAND UTILITY**

**WHEREAS**, the City of Fort Bragg has acquired the Mendocino Community Network (MCN) as part of its municipal broadband initiative to expand high-speed, reliable, and locally managed internet access to residents and businesses; and

**WHEREAS**, the City intends to operate MCN as a municipal broadband utility, beginning July 1, 2025; and

**WHEREAS**, the City proposes to maintain MCN’s existing service rates (dial-up, DSL, and related services) and adopt new fees for municipal fiber-optic broadband services consistent with the financial pro forma, infrastructure investment, and grant requirements associated with the \$17.4 million broadband project; and

**WHEREAS**, a public hearing was held on June 23, 2025, continued from June 10, 2025, at which time all interested persons were given the opportunity to be heard concerning the proposed fee schedule; and

**WHEREAS**, high-speed reliable internet access and the fees proposed herein are necessary for the public health, safety, and welfare.

**WHEREAS**, a fee study has been completed using reasonable good faith estimates of the costs to the City and the rates imposed herein do not exceed the costs to the City; and

**WHEREAS**, the City Council finds that the proposed service fees:

- Are based on the reasonable cost of providing broadband services;
- Are necessary to fund operations, maintenance, customer service, capital improvements, supplies, equipment and materials, and debt obligations related to the broadband utility;
- Do not exceed the cost of service for which the fees are imposed; and
- Are consistent with the grant funding conditions established by the California Public Utilities Commission’s Federal Funding Account (FFA) program; and
- Are otherwise imposed for the use, access to, purchasing, or leasing of government property

**WHEREAS**, the City will continue to charge existing MCN customers their current rates without interruption; and

**WHEREAS**, all fees collected herein shall be restricted to and used only for the MCN network and broadband and for no other purpose; and

**WHEREAS**, adoption of this Resolution is statutorily exempt pursuant to 14 Cal Code Reg. 15273 “Rates, Tolls, Fares, and Charges” which provides that CEQA does not apply to the

establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies which the public agency finds are for the purpose of (i) meeting operating expenses, including employee wage rates and fringe benefits; (ii) purchasing or leasing supplies, equipment, or materials; (iii) meeting financial reserve needs and requirements; (iv) obtaining funds for capital projects, necessary to maintain service within existing service areas; or (v) obtaining funds necessary to maintain such intra-city transfers as are authorized by city charter.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FORT BRAGG FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:**

1. The Recitals set forth above are true and correct and are incorporated herein as findings of fact.
2. The City Council of the City of Fort Bragg, do hereby adopts the fees shown on Exhibits "B and C," attached, showing the fees to be charged for the services described therein; and
3. The City Clerk is authorized and directed to update the Consolidated Fee Schedule to reflect the fees described in Exhibits "B and C;" and
4. The Director of Finance is directed to collect and deposit the fees herein into the Broadband enterprise fund and are restricted.
5. The fees imposed by this Resolution are necessary for public health and safety and shall become effective immediately.
6. The existing MCN fees are confirmed and shall remain in effect upon the City's assumption of the MCN network on July 1,

**The above and foregoing Resolution was introduced by Council/Board Member \_\_\_\_\_, seconded by Councilm/Board Member \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23rd day of June 2025, by the following vote:**

**AYES:  
NOES:  
ABSENT:  
ABSTAIN  
RECUSE:**

---

**JASON GODEKE**  
**Mayor**

**ATTEST:**

---

**Diana Paoli**  
**City Clerk**

FIBER PLANS			
PLAN NAME	MONTHLY RATES	SPEED	IDEAL FOR
<b>Fiber Breeze</b> (Low-Income qualify)	\$40	500 Mbps	Everyday browsing, Zoom calls, HD Streaming
<b>FiberCore</b>	\$50	1 Gig	Multi-device homes, 4K streaming, remote work
<b>FiberBlaze</b>	\$70	2 Gig	Multi-device homes, 4K streaming, remote work. Power users, online gaming, smart homes
<b>FiberEdge</b>	\$90	5 Gig	Creators, professionals, heavy upload/download households. Advance tech use. Constant, high-volume data flow
<b>FiberUltra</b>	\$110	10 Gig	Maximum performance for businesses & future-ready homes

# INSTALLATION COSTS

Standard Installation includes up to 150 feet of fiber drop from the City right-of-way to the customer's premises, along with basic restoration of any areas disturbed during the installation process.

If the required fiber drop exceeds 150 feet or involves complex conditions—such as boring under driveways, sidewalks, or other hardscapes—additional fees may apply based on hourly labor rates and material costs. A cost estimate will be provided in advance for any non-standard installations.

Sequence	Class	RGID	RGID	Service	Price
1 Dialup		Regular Dialup		1 Regular Dialup	\$ 19.95
2 Dialup				Regular Dialup Overtime (\$0.33/hour)	\$ 0.33
3 Dialup				Setup Fee	\$ 20.00
4 Dialup		Basic Dialup		2 Basic Dialup	\$ 9.95
5 Dialup				Basic Rate Overtime (\$0.33/hour)	\$ 0.33
6 Dialup				Basic Rate Overtime (\$2.50/hour)	\$ 2.50
7 Dialup				Setup Fee	\$ 20.00
8 Dialup		NonProfit/Community Dialup		9 NonProfit/Community Dialup	\$ -
9 Dialup				Non-Profit Overtime	\$ 0.33
43 Dialup		MUSD Dialup		66 MUSD Dialup	\$ -
44 Dialup				MUSD Dialup Overtime	\$ 0.33
45 Dialup		FBUSD Dialup Account Overtime		71 FBUSD Dialup Account	\$ -
46 Dialup				Overtime	\$ 0.33
47 Dialup		Manchester USD Dialup Account		72 Free Manchester USD Dialup Account Overtime	\$ 0.33
48 Dialup				Manchester USD Dialup Account	\$ 10.00
49 Dialup		FBUSD Discount Dialup		75 FBUSD Discount Dialup	\$ 10.00
50 Dialup				FBUSD Discount Overtime	\$ 0.33
59 Dialup		AVUSD Discount Dialup		126 AVUSD Discount Dialup	\$ 10.00
60 Dialup				AVUSD Overtime past 150 hours	\$ 0.33
61 Dialup		CR Support Dialup 150 hours per month		147 CR Support Dialup 150 hours per month	\$ 8.00
62 Dialup				CR Support Overtime	\$ 0.33
63 Dialup		Yearly Basic Dialup Account		148 Setup Fee	\$ 20.00
64 Dialup				Yearly Basic Dialup Account	\$ 119.40
65 Dialup		Yearly Basic Overtime		149 Yearly Basic Overtime	\$ -
66 Dialup				Yearly Basic Overtime	\$ 2.50
67 Dialup		CR Associate Dialup		150 CR Associate Dialup	\$ 14.95
68 Dialup				CR Associate Overtime	\$ 0.33
73 Dialup		Willits Unified School Dialup		191 Willits Unified School Dialup	\$ 10.00
74 Dialup				Willits Unified School Dialup Overtime	\$ 0.33
79 Dialup		MUSD Retiree Dialup		197 MUSD Retiree Dialup	\$ -
80 Dialup				MUSD Retiree Dialup Overtime	\$ 0.33
91 DSL		DSL Basic MONTHLY		242 DSL Basic MONTHLY	\$ 34.95
92 DSL				DSL Basic Residential MONTHLY	\$ 42.20
93 DSL		DSL Advanced Residential MONTHLY		244 DSL Advanced Residential MONTHLY	\$ 47.20
99 DSL		DSL Premium Residential MONTHLY		284 DSL Premium Residential MONTHLY	\$ 51.20
195 DSL		MCN DSL-A Basic Residential MONTHLY		353 MCN DSL-A Basic Residential MONTHLY	\$ 39.95
10 Email		Email Account		11 Email Account	\$ 4.00
23 Email		Additional E-Mail Storage		25 Additional E-Mail Storage	
24 Email		Email Storage (Bundled Accounts)		250 MB to 500 MB	\$ 1.00
25 Email				500 MB to 1 GB	\$ 2.00
26 Email				1 GB to 2 GB	\$ 3.50
27 Email				2 GB to 5 GB	\$ 5.00
28 Email				5 GB to 20 GB	\$ 8.95
29 Email				20GB to 50GB	\$ 10.95
30 Email				50GB to 80GB	\$ 12.95
31 Email				80GB to 125GB	\$ 14.95
32 Email		Email Storage (Paid Accounts)		500 MB to 1 GB	\$ 4.00
33 Email				1 GB to 2 GB	\$ 5.00
34 Email				2 GB to 5 GB	\$ 6.50
35 Email				5 GB to 20 GB	\$ 10.50
36 Email				20GB to 50GB	\$ 12.50
37 Email				50GB to 80GB	\$ 14.50
38 Email				80GB to 125GB	\$ 16.50
57 Email		Yearly E-Mail Pre-Pay		121 Yearly E-Mail Pre-Pay	\$ 48.00
69 Email		MUSD E-Mail		152 MUSD E-Mail	\$ -
70 Email				MUSD E-Mail	\$ 10.00
71 Email		Non-Profit/Community E-Mail		153 Non-Profit/Community E-Mail	\$ -
393 Equipment		VS- Single Port			\$ 64.95
394 Equipment		W- ADSL Wireless, Zyxel		W- ADSL Wireless, Zyxel	\$ 99.95
395 Equipment		VW- Zyxel VDSL Wireless		VW- Zyxel VDSL Wireless	\$ 174.95
396 Equipment		VB- Zyxel VDSL Bonded Wireless		VB- Zyxel VDSL Bonded Wireless	\$ 199.95
397 Equipment		VBS- Zyxel VDSL Bonded Single Port		VBS- Zyxel VDSL Bonded Single Port	\$ 99.95
398 Equipment		Grandstream DP720-Handset		Grandstream DP720-Handset	\$ 54.95

399 Equipment	Grandstream DP730-Handset W/LCD	Grandstream DP730-Handset W/LCD	\$	99.95
400 Equipment	Grandstream DP750-Base	Grandstream DP750-Base	\$	54.95
401 Equipment	Grandstream DP752-Base	Grandstream DP752-Base	\$	54.95
402 Equipment	Grandstream TA-2 port	Grandstream TA-2 port	\$	49.95
403 Equipment	Grandstream TA4-4 Port	Grandstream TA4-4 Port	\$	99.95
404 Equipment	Grandstream 2130-3 Line Phone	Grandstream 2130-3 Line Phone	\$	99.95
405 Equipment	Grandstream 2160-6 Line Phone	Grandstream 2160-6 Line Phone	\$	129.95
406 Equipment	Grandstream 2170-12 Line Phone	Grandstream 2170-12 Line Phone	\$	134.95
407 Equipment	TP Link 5 Port Network Switch	TP Link 5 Port Network Switch	\$	32.95
283 Fiber	Tier C- 20 Mbps	490 Tier C- 20 Mbps	\$	225.95
284 Fiber		Port Fee	\$	209.00
285 Fiber		Setup Fee		300-500
286 Fiber	Tier C - 50 Mbps	491 Tier C - 50 Mbps	\$	360.95
287 Fiber		Port Fee	\$	209.00
288 Fiber		Setup Fee		300-500
289 Fiber	Tier C - 100 Mbps	492 Tier C - 100 Mbps	\$	500.95
290 Fiber		Port Fee	\$	209.00
291 Fiber		Setup Fee		300-500
292 Fiber	Tier C - 250 Mbps	494 Tier C - 250 Mbps	\$	820.95
293 Fiber		Port Fee	\$	209.00
294 Fiber		Setup Fee		300-500
295 Fiber	Tier C - 500 Mbps	495 Tier C - 500 Mbps	\$	950.95
296 Fiber		Port Fee	\$	209.00
297 Fiber		Setup Fee		300-500
298 Fiber	Tier C - 1000 Mbps	496 Tier C - 1000 Mbps	\$	1,100.95
299 Fiber		Port Fee	\$	209.00
300 Fiber		Setup Fee		300-500
301 Fiber	Tier 1 - 20 Mbps	498 Tier 1 - 20 Mbps	\$	240.95
302 Fiber		Port Fee	\$	209.00
303 Fiber		Setup Fee		300-500
304 Fiber	Tier 1 - 50 Mbps	499 Tier 1 - 50 Mbps	\$	415.50
305 Fiber		Port Fee	\$	209.00
306 Fiber		Setup Fee		300-500
307 Fiber	Tier 1 - 100 Mbps	500 Tier 1 - 100 Mbps	\$	670.95
308 Fiber		Port Fee	\$	209.00
309 Fiber		Setup Fee		300-500
310 Fiber	Tier 1 - 250 Mbps	501 Tier 1 - 250 Mbps	\$	970.95
311 Fiber		Port Fee	\$	209.00
312 Fiber		Setup Fee		300-500
313 Fiber	Tier 1 - 500 Mbps	503 Tier 1 - 500 Mbps	\$	1,070.95
314 Fiber		Port Fee	\$	209.00
315 Fiber		Setup Fee		300-500
316 Fiber	Tier 1 - 1000 Mbps	504 Tier 1 - 1000 Mbps	\$	1,390.95
317 Fiber		Port Fee	\$	209.00
318 Fiber		Setup Fee		300-500
319 Fiber	Tier 2 - 20 Mbps	505 Tier 2 - 20 Mbps	\$	240.95
320 Fiber		Port Fee	\$	209.00
321 Fiber		Setup Fee		300-500
322 Fiber	Tier 2 - 50 Mbps	506 Tier 2 - 50 Mbps	\$	400.95
323 Fiber		Port Fee	\$	209.00
324 Fiber		Setup Fee		300-500
325 Fiber	Tier 2 - 100 Mbps	507 Tier 2 - 100 Mbps	\$	670.95
326 Fiber		Port Fee	\$	209.00
327 Fiber		Setup Fee		300-500
328 Fiber	Tier 2 - 250 Mbps	508 Tier 2 - 250 Mbps	\$	1,040.95
329 Fiber		Port Fee	\$	209.00
330 Fiber		Setup Fee		300-500
331 Fiber	Tier 2 - 500 Mbps	509 Tier 2 - 500 Mbps	\$	1,440.95
332 Fiber		Port Fee	\$	209.00
333 Fiber		Setup Fee		300-500
334 Fiber	Tier 2 - 1000 Mbps	510 Tier 2 - 1000 Mbps	\$	1,590.95
335 Fiber		Port Fee	\$	209.00
336 Fiber		Setup Fee		300-500
337 Fiber	Tier 3 - 20 Mbps	511 Tier 3 - 20 Mbps	\$	240.95
338 Fiber		Port Fee	\$	209.00
339 Fiber		Setup Fee		300-500



340 Fiber	Tier 3 - 50 Mbps	513 Tier 3 - 50 Mbps	\$ 400.95
341 Fiber		Port Fee	\$ 209.00
342 Fiber		Setup Fee	300-500
343 Fiber	Tier 3 - 100 Mbps	514 Tier 3 - 100 Mbps	\$ 670.95
344 Fiber		Port Fee	\$ 209.00
345 Fiber		Setup Fee	300-500
346 Fiber	Tier 3 - 250 Mbps	515 Tier 3 - 250 Mbps	\$ 1,040.95
347 Fiber		Port Fee	\$ 209.00
348 Fiber		Setup Fee	300-500
349 Fiber	Tier 3 - 500 Mbps	516 Tier 3 - 500 Mbps	\$ 1,440.95
350 Fiber		Port Fee	\$ 209.00
351 Fiber		Setup Fee	300-500
352 Fiber	Tier 3 - 1000 Mbps	517 Tier 3 - 1000 Mbps	\$ 1,590.95
353 Fiber		Port Fee	\$ 209.00
354 Fiber		Setup Fee	300-500
355 Fiber	Tier 4 - 20 Mbps	519 Tier 4 - 20 Mbps	\$ 240.95
356 Fiber		Port Fee	\$ 209.00
357 Fiber		Setup Fee	300-500
358 Fiber	Tier 4 - 50 Mbps	520 Tier 4 - 50 Mbps	\$ 400.95
359 Fiber		Port Fee	\$ 209.00
360 Fiber		Setup Fee	300-500
361 Fiber	Tier 4 - 100 Mbps	521 Tier 4 - 100 Mbps	\$ 670.95
362 Fiber		Port Fee	\$ 209.00
363 Fiber		Setup Fee	300-500
364 Fiber	Tier 4 - 250 Mbps	522 Tier 4 - 250 Mbps	\$ 1,040.95
365 Fiber		Port Fee	\$ 209.00
366 Fiber		Setup Fee	300-500
367 Fiber	Tier 4 - 500 Mbps	523 Tier 4 - 500 Mbps	\$ 1,440.95
368 Fiber		Port Fee	\$ 209.00
369 Fiber		Setup Fee	300-500
370 Fiber	Tier 4 - 1000 Mbps	524 Tier 4 - 1000	\$ 1,590.95
371 Fiber		Port Fee	\$ 209.00
372 Fiber		Setup Fee	300-500
104 Fusion	Fusion Residential	314 Fusion Residential	\$ 67.95
105 Fusion		Fusion Static IP Address	\$ 5.00
106 Fusion		Fusion Static IP Address	\$ 10.00
107 Fusion		Sonic Telecom - California 911 Emergency Surcharge	Passthrough
108 Fusion		Sonic Telecom - California Advanced Services Fund Surcl	Passthrough
109 Fusion		Sonic Telecom - California Deaf and Disabled Telecom Pi	Passthrough
110 Fusion		Sonic Telecom - California High Cost Fund-A Surcharge	Passthrough
111 Fusion		Sonic Telecom - California Lifeline Telephone Service Su	Passthrough
112 Fusion		Sonic Telecom - California Public Purpose Programme	Passthrough
113 Fusion		Sonic Telecom - California Public Utility Commission Use	Passthrough
114 Fusion		Sonic Telecom - California Teleconnect Fund Surcharge	Passthrough
115 Fusion		Sonic Telecom - FCC Interstate Telecom Service Provide	Passthrough
116 Fusion		Sonic Telecom - Federal Subscriber Line Charge Fee	Passthrough
117 Fusion		Sonic Telecom - Federal Universal Service Fund Fee	Passthrough
118 Fusion		Sonic Telecom - Fusion Voice Service	Passthrough
119 Fusion		Sonic Telecom - Property Tax Allotment Fee	Passthrough
120 Fusion		Sonic Telecom - Regulatory Recovery Surcharge	Passthrough
121 Fusion		Sonic Telecom - State and Federal Regulatory Recovery	Passthrough
122 Fusion		Sonic Telecom - State Property Tax Fee	Passthrough
123 Fusion		Sonic Telecom - Voice Regulatory Recovery Surcharge	Passthrough
124 Fusion		Sonic Telecom -California 988 Suicide Prevention	Passthrough
125 Fusion	Fusion Business Data Service	315 Fusion Business Data Service	\$ 79.95
126 Fusion		Fusion Static IP Address Fee	\$ 10.00
127 Fusion		Fusion Static IP Address Fee	\$ 20.00
128 Fusion		Fusion Static IP Address Fee	\$ 30.00
129 Fusion		Sonic Telecom - California 911 Emergency Surcharge	Passthrough
130 Fusion		Sonic Telecom - California Advanced Services Fund Surcl	Passthrough
131 Fusion		Sonic Telecom - California Deaf and Disabled Telecom Pi	Passthrough
132 Fusion		Sonic Telecom - California High Cost Fund-A Surcharge	Passthrough
133 Fusion		Sonic Telecom - California Lifeline Telephone Service Su	Passthrough
134 Fusion		Sonic Telecom - California Public Purpose Programme	Passthrough
135 Fusion		Sonic Telecom - California Public Utility Commission Use	Passthrough
136 Fusion		Sonic Telecom - California Teleconnect Fund Surcharge	Passthrough

137 Fusion		Sonic Telecom - FCC Interstate Telecom Service Provider	Passthrough
138 Fusion		Sonic Telecom - Federal Subscriber Line Charge Fee	Passthrough
139 Fusion		Sonic Telecom - Federal Universal Service Fund Fee	Passthrough
140 Fusion		Sonic Telecom - Fusion Voice Service	Passthrough
141 Fusion		Sonic Telecom - Property Tax Allotment Fee	Passthrough
142 Fusion		Sonic Telecom - Regulatory Recovery Surcharge	Passthrough
143 Fusion		Sonic Telecom - State and Federal Regulatory Recovery	Passthrough
144 Fusion		Sonic Telecom - State Property Tax Fee	Passthrough
145 Fusion		Sonic Telecom - Voice Regulatory Recovery Surcharge	Passthrough
146 Fusion		Sonic Telecom -California 988 Suicide Prevention	Passthrough
147 Fusion	Fusion Residential Bonded Data Service	320 Fusion Residential Bonded Data Service	\$ 106.95
148 Fusion		Fusion Static IP Service	\$ 10.00
149 Fusion		Sonic Telecom - California 911 Emergency Surcharge	Passthrough
150 Fusion		Sonic Telecom - California Advanced Services Fund Surcl	Passthrough
151 Fusion		Sonic Telecom - California Deaf and Disabled Telecom Pl	Passthrough
152 Fusion		Sonic Telecom - California High Cost Fund-A Surcharge	Passthrough
153 Fusion		Sonic Telecom - California Lifeline Telephone Service Su	Passthrough
154 Fusion		Sonic Telecom - California Public Purpose Programe	Passthrough
155 Fusion		Sonic Telecom - California Public Utility Commission Use	Passthrough
156 Fusion		Sonic Telecom - California Teleconnect Fund Surcharge	Passthrough
157 Fusion		Sonic Telecom - FCC Interstate Telecom Service Provider	Passthrough
158 Fusion		Sonic Telecom - Federal Subscriber Line Charge Fee	Passthrough
159 Fusion		Sonic Telecom - Federal Universal Service Fund Fee	Passthrough
160 Fusion		Sonic Telecom - Fusion Voice Service	Passthrough
161 Fusion		Sonic Telecom - Property Tax Allotment Fee	Passthrough
162 Fusion		Sonic Telecom - Regulatory Recovery Surcharge	Passthrough
163 Fusion		Sonic Telecom - State and Federal Regulatory Recovery	Passthrough
164 Fusion		Sonic Telecom - State Property Tax Fee	Passthrough
165 Fusion		Sonic Telecom - Voice Regulatory Recovery Surcharge	Passthrough
166 Fusion		Sonic Telecom -California 988 Suicide Prevention	Passthrough
167 Fusion	Fusion Business Bonded Service	321 Fusion Business Bonded Service	
168 Fusion		Fusion Static IP Service	\$ 20.00
169 Fusion		Fusion Static IP Service (4)	\$ 30.00
170 Fusion		Fusion Static IP Service (8)	\$ 30.00
171 Fusion		Sonic Telecom - California 911 Emergency Surcharge	Passthrough
172 Fusion		Sonic Telecom - California Advanced Services Fund Surcl	Passthrough
173 Fusion		Sonic Telecom - California Deaf and Disabled Telecom Pl	Passthrough
174 Fusion		Sonic Telecom - California High Cost Fund-A Surcharge	Passthrough
175 Fusion		Sonic Telecom - California Lifeline Telephone Service Su	Passthrough
176 Fusion		Sonic Telecom - California Public Purpose Programe	Passthrough
177 Fusion		Sonic Telecom - California Public Utility Commission Use	Passthrough
178 Fusion		Sonic Telecom - California Teleconnect Fund Surcharge	Passthrough
179 Fusion		Sonic Telecom - FCC Interstate Telecom Service Provider	Passthrough
180 Fusion		Sonic Telecom - Federal Subscriber Line Charge Fee	Passthrough
181 Fusion		Sonic Telecom - Federal Universal Service Fund Fee	Passthrough
182 Fusion		Sonic Telecom - Fusion Voice Service	Passthrough
183 Fusion		Sonic Telecom - Property Tax Allotment Fee	Passthrough
184 Fusion		Sonic Telecom - Regulatory Recovery Surcharge	Passthrough
185 Fusion		Sonic Telecom - State and Federal Regulatory Recovery	Passthrough
186 Fusion		Sonic Telecom - State Property Tax Fee	Passthrough
187 Fusion		Sonic Telecom - Voice Regulatory Recovery Surcharge	Passthrough
188 Fusion		Sonic Telecom -California 988 Suicide Prevention	Passthrough
191 Fusion	Single Port Modem Rental	349 Single Port Modem	\$ 6.00
192 Fusion	Wireless Modem Rental	350 Wireless Modem Rental	\$ 8.00
193 Fusion	Bonded Modem Rental	351 Bonded Modem Rental	\$ 10.00
227 Open Air	Open Air Residential 50	423 Open Air Residential 50	\$ 54.95
228 Open Air		Annual Service	\$ 659.40
229 Open Air		Setup Fee	\$ 100.00
230 Open Air		Static IP Address	\$ 5.00
231 Open Air	Open Air Residential 100	424 Open Air Residential 100	\$ 74.95
232 Open Air		Annual Service	\$ 899.40
233 Open Air		Setup Fee	\$ 100.00
234 Open Air		Static IP Address	\$ 5.00
235 Open Air	Open Air Business 50	425 Open Air Business 50	\$ 64.95
236 Open Air		Annual Service	\$ 779.40
237 Open Air		Setup Fee	\$ 100.00

238 Open Air		Static IP Address	\$ 10.00
239 Open Air	Open Air Business 100	426 Open Air Business 100	\$ 84.95
240 Open Air		Annual Service	\$ 1,019.40
241 Open Air		Setup Fee	\$ 100.00
242 Open Air		Static IP Address	\$ 10.00
243 Open Air	WiFi Extender	436 Vilo Extender 1-3	\$ 10.00
244 Open Air		Each Additional	\$ 5.00
245 Open Air	Open Air Long Range 6	440 Open Air Long Range 6	\$ 44.95
246 Open Air		Annual Service	\$ 539.40
247 Open Air		Setup Fee	\$ 150.00
248 Open Air	Open Air Long Range 12	441 Open Air Long Range 12	\$ 64.95
249 Open Air		Annual Service	\$ 779.40
250 Open Air		Setup Fee	\$ 150.00
251 Open Air	Open Air Long Range 18	442 Open Air Long Range 18	\$ 84.95
252 Open Air		Annual Service	\$ 1,019.40
253 Open Air		Setup Fee	\$ 150.00
254 Open Air	Open Air Long Range 25	443 Open Air Long Range 25	\$ 104.95
255 Open Air		Annual Service	\$ 1,259.40
256 Open Air		Setup Fee	\$ 150.00
257 Open Air	Open Air Long Range Business 6	444 Open Air Long Range Business 6	\$ 44.95
258 Open Air		Annual Service	\$ 539.40
259 Open Air		Setup Fee	\$ 150.00
260 Open Air	Open Air Long Range Business 12	445 Open Air Long Range Business 12	\$ 64.95
261 Open Air		Annual Service	\$ 779.40
262 Open Air		Setup Fee	\$ 150.00
263 Open Air	Open Air Long Range Business 18	446 Open Air Long Range Business 18	\$ 84.95
264 Open Air		Annual Service	\$ 1,019.40
265 Open Air		Setup Fee	\$ 150.00
266 Open Air	Open Air Long Range Business 25	447 Open Air Long Range Business 25	\$ 104.95
267 Open Air		Annual Service	\$ 1,259.40
268 Open Air		Setup Fee	\$ 150.00
276 Open Air	Open Air Residential 250	471 Open Air Residential 250	\$ 139.95
277 Open Air		Setup Fee	\$ 150.00
278 Open Air	Open Air Business 250	472 Open Air Business 250	\$ 159.95
279 Open Air		Setup Fee	\$ 150.00
280 Open Air	Open Air Setup	474 Open Air Extreme	\$ 349.95
281 Open Air		Setup Fee	\$ 150.00
373 Open Air	Vilo - (Wifi 6) Extender	528 Vilo 6 Extender 1 to 2 Pack	\$ 10.00
374 Open Air		Vilo 6 Extender Extra Past 2	\$ 5.00
375 Open Air	Open Air X-Press Residential	530 Open Air X-Press	\$ 89.95
376 Open Air		Open Air X-Press Setup Fee	\$ 150.00
377 Open Air		Property Tax Allotment	Passthrough
378 Open Air		Regulatory Cost Recovery Charge	Passthrough
379 Open Air	Open Air X-Press Business	531 Open Air X-Press Business	\$ 99.95
380 Open Air		Open Air X-Press Setup Fee	\$ 150.00
381 Open Air		Property Tax Allotment	Passthrough
382 Open Air		Regulatory Cost Recovery Charge	Passthrough
383 Open Air	Open Air X-Press Rural Business	533 Open Air X-Press Rural Business	\$ 109.95
384 Open Air		Open Air X-Press Setup Fee	\$ 150.00
385 Open Air		Property Tax Allotment	Passthrough
386 Open Air		Regulatory Cost Recovery Charge	Passthrough
387 Open Air	Open Air X-Press Rural Residential	534 Open Air X-Press Rural Residential	\$ 99.95
388 Open Air		Open Air X-Press Rural Setup	\$ 150.00
389 Open Air		Property Tax Allotment	Passthrough
390 Open Air		Regulatory Cost Recovery Charge	Passthrough
189 VOIP	Toll Free Number Service	327 Toll Free Number Service	\$ 6.00
190 VOIP		Toll Free Usage	\$ 0.06
194 VOIP	MCN Fax to E-Mail Service	352 MCN Fax to E-Mail Service	\$ 10.00
196 VOIP	MCN Business Digital Voice Service	379 MCN Business Digital Voice Service	\$ 30.00
197 VOIP		MCN Bus Digital Voice Guest Tax and Fee Recovery Char	Passthrough
198 VOIP		MCN Bus Digital Voice Guest USAC Tax Recovery Charge	Passthrough
207 VOIP		MCN Digital Voice Fax to Email	\$ 10.00
210 VOIP	MCN Residential Digital Voice Service	381 MCN Residential Digital Voice	\$ 20.00
215 VOIP		MCN Residential Digital Voice Tax and Fee Recovery Charge	Passthrough
216 VOIP		MCN Residential Digital Voice USAC Tax Recovery Charge	Passthrough
218 VOIP	MUSD Digital Voice	394 MUSD Digital Voice	\$ 7.50

226 VOIP	Telephone Adapter Rental	419 Telephone Adapter Rental	\$	6.00
15 Web1	List Server	19 List Server	\$	11.50
17 Web1		Setup Fee	\$	5.00
18 Web1	Domain Service	20 Domain Service	\$	5.00
21 Web1	Co-Host Windows & Unix	24 Co-Host Windows & Unix	\$	80.00
22 Web1		Setup Fee	\$	200.00
39 Web1	Non Profit/Community/School Domain Service	33 Non Profit/Community/School Domain Service	\$	-
41 Web1	Yearly Domain Host Rate	48 Yearly Domain Host Rate	\$	60.00
58 Web1	Yearly Listserve/Autoresponder	125 Yearly Listserve/Autoresponder	\$	138.00
72 Web1	Non-Profit/Community/School ListServ	154 Non-Profit/Community/School ListServ	\$	-
75 Web1	Secure Certificate	193 Secure Certificate	\$	195.00
77 Web1	MySQL Database	194 MySQL Database	\$	4.95
81 Web1	WebTools	220 Business Card	\$	6.00
82 Web1		Starter Website	\$	7.00
83 Web1		Personal Website	\$	9.00
84 Web1		Small Business Website	\$	11.00
85 Web1		Ecommerce Website	\$	15.00
86 Web1		Business Card Export	\$	15.00
87 Web1		Starter Website Export	\$	17.00
88 Web1		Personal Website Export	\$	20.00
89 Web1		Small Business Website Export	\$	20.00
90 Web1		Ecommerce Website Export	\$	35.00
94 Web1	MCN Starter Blog	276 MCN Starter Blog	\$	4.95
95 Web1	MCN Basic Blog	277 MCN Basic Blog	\$	8.95
96 Web1	MCN SimpleBlog 10 MB Storage, 200MB Transfer	278 MCN SimpleBlog 10 MB Storage, 200MB Transfer	\$	4.95
97 Web1		Yearly MCN SimpleBlog 10 MB Storage, 200MB Transfer	\$	59.40
98 Web1	Yearly MySQL Database	280 Yearly MySQL Database	\$	59.40
103 Web1	Yearly Web Tools	311 Yearly Web Tools	\$	132.00
219 Web1	.NET Yearly Domain Registration	408 .NET Yearly Domain Registration	\$	20.30
220 Web1	.CO Yearly Domain Registration	412 .CO Yearly Domain Registration	\$	39.95
221 Web1	.US Yearly Domain Registration	413 .US Yearly Domain Registration	\$	19.95
222 Web1	.BIZ Yearly Domain Registration	414 .BIZ Yearly Domain Registration	\$	24.95
223 Web1	.INFO Yearly Domain Registration	415 .INFO Yearly Domain Registration	\$	29.95
224 Web1	.COM Yearly Domain Registration	416 .COM Yearly Domain Registration	\$	19.95
225 Web1	.ORG Yearly Domain Registration	417 .ORG Yearly Domain Registration	\$	19.95
11 Web2	Basic Web Service	12 Basic Web Service	\$	5.00
12 Web2	Professional Web Service	13 Professional Web Service	\$	15.00
13 Web2		Additional Storage	\$	10.00
14 Web2		Setup Fee	\$	40.00
40 Web2	Standard Website	41 Standard Website	\$	9.95
51 Web2	Non-Profit/Community Web Site	83 Non-Profit/Community Web Site	\$	-
52 Web2	Yearly Basic Web Service	88 Yearly Basic Web Service	\$	60.00
55 Web2	Yearly Professional Web Service	119 Yearly Professional Web Service	\$	40.00
56 Web2		Setup Fee	\$	180.00
100 Web2	Premium Web Service	298 Premium Web Service	\$	19.95
102 Web2	Standard Yearly Website	301 Standard Yearly Website	\$	119.40
391 WiFrost	WiFrost	535 WiFrost	\$	79.95
392 WiFrost		WiFrost Setup	\$	150.00



# CITY OF FORT BRAGG

*Incorporated August 5, 1889*

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[www.FortBragg.com](http://www.FortBragg.com)

## **NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the Fort Bragg City Council will conduct a public hearing at a regular meeting to be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on Monday, June 9, 2025, at Town Hall, southwest corner of Main and Laurel Streets (363 N. Main Street), Fort Bragg, California 95437. The public hearing will concern the following item:

### **Proposed Resolution Adopting Revisions to the City's Fee Schedule for Municipal Broadband Utility**

At Pursuant to applicable law, at least ten (10) days prior to the public hearing, data indicating the cost or estimated cost of providing the services for which the fee is proposed, along with the anticipated revenue sources, will be made available to the public for review.

The proposed resolution and supporting documentation to be considered by the City Council will be available for public inspection at least 72 hours in advance of the hearing. These materials may be reviewed at the Office of the City Clerk, City Hall, 416 North Franklin Street, Fort Bragg, California 95437. To schedule an appointment for viewing or to request copies during normal business hours, please call (707) 961-2823 ext. 104.

All interested members of the public are encouraged to attend the meeting and provide oral or written comments. The City Council will consider whether the proposed rates and charges are fair, reasonable, non-discriminatory, and not excessive. Written comments should be submitted in advance and received no later than the date of the hearing. Public Comment regarding this Public Hearing may be made in any of the following ways: (1) Emailed to [cityclerk@fortbraggca.gov](mailto:cityclerk@fortbraggca.gov) (2) Written comments delivered to City Hall, 416 N. Franklin Street before 2:00 PM on the day of the meeting; or (3) Verbal comments made during the meeting, either in person at Town Hall or virtually using Zoom if a Zoom link is provided at the time of agenda publication. Comments received via email will be provided to the City Council and reflected in the packet. Comments will not be read verbally at the meeting. All comments received after 2:00 PM on the day of the meeting will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible, exempt comments are those in an unrecognized file type or too large to upload to City Agenda software

DATED: May 29, 2025

  
\_\_\_\_\_  
Diana Paoli, City Clerk

PUBLISHED/POSTED: May 29, 2025

STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF MENDOCINO    )

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg in the Administration Department and that I caused this notice to be posted in the City Hall Notice case on May 29, 2025.

  
\_\_\_\_\_  
Diana Paoli, City Clerk





# CIUDAD DE FORT BRAGG

*Incorporado August 5, 1889*

416 N. Franklin Street, Fort Bragg, CA 95437  
Teléfono: (707) 961-2827 Fax: (707) 961-2802  
[www.FortBragg.com](http://www.FortBragg.com)

## **AVISO DE AUDIENCIA PÚBLICA**

**SE NOTIFICA** que el Ayuntamiento de Fort Bragg celebrará una audiencia pública en sesión ordinaria a las 18:00 h, o tan pronto como se trate el asunto, el lunes 9 de junio de 2025 en el Ayuntamiento, esquina suroeste de las calles Main y Laurel (363 N. Main Street), Fort Bragg, California 95437. La audiencia pública tratará el siguiente tema:

### **Propuesta de Resolución que adopta revisiones a la escala de tarifas de la ciudad para el servicio municipal de banda ancha**

De conformidad con la legislación aplicable, al menos diez (10) días antes de la audiencia pública, se pondrán a disposición del público para su revisión los datos que indiquen el costo o el costo estimado de proporcionar los servicios por los cuales se propone la tarifa, junto con las fuentes de ingresos previstas.

La resolución propuesta y la documentación justificativa que el Ayuntamiento considerará estarán disponibles para consulta pública al menos 72 horas antes de la audiencia. Estos materiales pueden consultarse en la Oficina del Secretario Municipal, Ayuntamiento, 416 North Franklin Street, Fort Bragg, California 95437. Para programar una cita para su consulta o solicitar copias en horario laboral, llame al (707) 961-2823, ext. 104.

Se anima a todo el público interesado a asistir a la reunión y a presentar comentarios orales o escritos. El Ayuntamiento considerará si las tarifas y cargos propuestos son justos, razonables, no discriminatorios y no excesivos. Los comentarios por escrito deben enviarse con antelación y recibirse a más tardar en la fecha de la audiencia. Los comentarios públicos con respecto a esta Audiencia Pública pueden hacerse de cualquiera de las siguientes maneras: (1) Enviar por correo electrónico a [cityclerk@fortbraggca.gov](mailto:cityclerk@fortbraggca.gov) (2) Los comentarios por escrito se entregan al Ayuntamiento, 416 N. Franklin Street antes de las 2:00 p. m. del día de la reunión; o (3) Los comentarios verbales se hacen durante la reunión, ya sea en persona en el Ayuntamiento o virtualmente a través de Zoom si se proporciona un enlace de Zoom en el momento de la publicación de la agenda. Los comentarios recibidos por correo electrónico se proporcionarán al Ayuntamiento y se reflejarán en el paquete. Los comentarios no se leerán verbalmente en la reunión. Todos los comentarios recibidos después de las 2:00 p. m. del día de la reunión se convertirán en una parte permanente del paquete de la agenda el día después de la reunión o lo antes posible; los





Plan	Monthly Rate	Estimated Subscribers	Max Bandwidth (Mbps)	Bandwidth Weight	Acquisition Allocation	Personnel Allocation	Admin Allocation	Telecom Allocation	Debt Allocation	Total Allocated Costs	Annual Revenue	Net Contribution
500 Mbps	\$ 40.00	600	500	150,000	\$ 11,250	\$ 136,365	\$ 63,021	\$ 28,176	\$ 22,297	\$ 261,108	288,000	26,892
1 Gig	\$ 50.00	1300	1,000	600,000	\$ 22,500	\$ 272,730	\$ 126,042	\$ 112,703	\$ 89,186	\$ 623,161	780,000	156,839
2 Gig	\$ 70.00	600	2,000	800,000	\$ 15,000	\$ 181,820	\$ 84,028	\$ 150,271	\$ 118,915	\$ 550,034	504,000	(46,034) Boost subscriber counts,
5 Gig	\$ 90.00	200	5,000	1,000,000	\$ 7,500	\$ 90,910	\$ 42,014	\$ 187,839	\$ 148,644	\$ 476,907	216,000	(260,907) Boost subscriber counts,
10 Gig	\$ 110.00	175	10,000	1,000,000	\$ 3,750	\$ 45,455	\$ 21,007	\$ 187,839	\$ 148,644	\$ 406,695	231,000	(175,695) Boost subscriber counts,
\$ 2,875					\$ 60,000	\$ 727,280	\$ 336,111	\$ 666,829	\$ 527,685	\$ 2,317,905	\$ 2,019,000	\$ (298,905) * This would be offset by other MCN Services. Offered outside City limits and/or increase the number of customers MCN other Revenues: \$417,000

Customer-related costs (acquisition, personnel, admin) are allocated based on subscriber count.

Capacity-driven costs (telecom/IT services, debt payments) are allocated based on each plan’s proportional bandwidth demand.

Sequence	Class	Service	RGID	Service	Price	Hard Costs	Support Cost (Average)	Capital Improvement	Overhead	Cost per unit	Rate Net	Notes:
1 Dialup		Regular Dialup		1 Regular Dialup	\$ 19.95	\$ 2.40	\$ 1.00		\$ 2.00	\$ 5.40	\$ 14.56	
2 Dialup				Regular Dialup Overtime (\$0.33/hour)	\$ 0.33				\$ 0.03	\$ 0.03	\$ 0.30	
3 Dialup				Setup Fee	\$ 20.00		\$ 48.00		\$ 2.00	\$ 50.00	\$ (30.00)	One Time
4 Dialup		Basic Dialup		2 Basic Dialup	\$ 9.95	\$ 2.40	\$ 1.00		\$ 1.00	\$ 4.40	\$ 5.56	
5 Dialup				Basic Rate Overtime (\$0.33/hour)	\$ 0.33				\$ 0.03	\$ 0.03	\$ 0.30	
6 Dialup				Basic Rate Overtime (\$2.50/hour)	\$ 2.50				\$ 0.25	\$ 0.25	\$ 2.25	
7 Dialup				Setup Fee	\$ 20.00		\$ 48.00		\$ 2.00	\$ 50.00	\$ (30.00)	One Time
8 Dialup		NonProfit/Community Dial		9 NonProfit/Community Dialup	\$ -	\$ 2.40			\$ -	\$ 2.40	\$ (2.40)	
9 Dialup				Non-Profit Overtime	\$ 0.33				\$ 0.03	\$ 0.03	\$ 0.30	
43 Dialup		MUSD Dialup		66 MUSD Dialup	\$ -	\$ 2.40			\$ -	\$ 2.40	\$ (2.40)	
44 Dialup				MUSD Dialup Overtime	\$ 0.33				\$ 0.03	\$ 0.03	\$ 0.30	
45 Dialup		FBUSD Dialup Account O		71 FBUSD Dialup Account	\$ -	\$ 2.40			\$ -	\$ 2.40	\$ (2.40)	
46 Dialup				Overtime	\$ 0.33				\$ 0.03	\$ 0.03	\$ 0.30	
47 Dialup		Manchester USD Dialup A		72 Manchester USD Dialup Account	\$ 10.00	\$ 2.40			\$ 1.00	\$ 3.40	\$ 6.60	
48 Dialup				Free Manchester USD Dialup Account Overt	\$ 0.33				\$ 0.03	\$ 0.03	\$ 0.30	
49 Dialup		FBUSD Discount Dialup		75 FBUSD Discount Dialup	\$ 10.00	\$ 2.40			\$ 1.00	\$ 3.40	\$ 6.60	
50 Dialup				FBUSD Discount Overtime	\$ 0.33				\$ 0.03	\$ 0.03	\$ 0.30	
59 Dialup		AVUSD Discount Dialup		126 AVUSD Discount Dialup	\$ 10.00	\$ 2.40			\$ 1.00	\$ 3.40	\$ 6.60	
60 Dialup				AVUSD Overtime past 150 hours	\$ 0.33				\$ 0.03	\$ 0.03	\$ 0.30	
61 Dialup		CR Support Dialup 150 hc		147 CR Support Dialup 150 hours per month	\$ 8.00	\$ 2.40			\$ 0.80	\$ 3.20	\$ 4.80	
62 Dialup				CR Support Overtime	\$ 0.33				\$ 0.03	\$ 0.03	\$ 0.30	
63 Dialup		Yearly Basic Dialup Accou		148 Yearly Basic Dialup Account	\$ 119.40	\$ 2.40			\$ 11.94	\$ 14.34	\$ (4.39)	Monthly Equivalent
64 Dialup				Setup Fee	\$ 20.00		\$ 48.00		\$ 2.00	\$ 50.00	\$ (30.00)	One Time
65 Dialup		Yearly Basic Overtime		149 Yearly Basic Overtime	\$ -	\$ 2.40			\$ -	\$ 2.40	\$ (2.40)	Monthly Equivalent
66 Dialup				Yearly Basic Overtime	\$ 2.50				\$ 0.25	\$ 0.25	\$ 2.25	
67 Dialup		CR Associate Dialup		150 CR Associate Dialup	\$ 14.95	\$ 2.40			\$ 1.50	\$ 3.90	\$ 11.06	
68 Dialup				CR Associate Overtime	\$ 0.33				\$ 0.03	\$ 0.03	\$ 0.30	
73 Dialup		Willits Unified School Dia		191 Willits Unified School Dialup	\$ 10.00	\$ 2.40			\$ 1.00	\$ 3.40	\$ 6.60	
74 Dialup				Willits Unified School Dialup Overtime	\$ 0.33				\$ 0.03	\$ 0.03	\$ 0.30	
79 Dialup		MUSD Retiree Dialup		197 MUSD Retiree Dialup	\$ -	\$ 2.40			\$ -	\$ 2.40	\$ (2.40)	
80 Dialup				MUSD Retiree Dialup Overtime	\$ 0.33				\$ 0.03	\$ 0.03	\$ 0.30	
									\$ -	\$ -	\$ -	
									\$ -	\$ -	\$ -	
91 DSL		DSL Basic MONTHLY		242 DSL Basic Residential MONTHLY	\$ 42.20	\$ 19.95	\$ 10.00		\$ 4.22	\$ 34.17	\$ 8.03	
93 DSL		DSL Advanced Residential		244 DSL Advanced Residential MONTHLY	\$ 47.20	\$ 24.95	\$ 10.00		\$ 4.72	\$ 39.67	\$ 7.53	
99 DSL		DSL Premium Residential		284 DSL Premium Residential MONTHLY	\$ 51.20	\$ 34.95	\$ 10.00		\$ 5.12	\$ 50.07	\$ 1.13	
									\$ -	\$ -	\$ -	
10 Email		Email Account		11 Email Account	\$ 4.00	\$ 0.43	\$ 2.42	\$ 0.80	\$ 0.40	\$ 4.05	\$ (0.05)	
23 Email		Additional E-Mail Storage		25 Additional E-Mail Storage	\$ -	\$ 0.43	\$ 2.42	\$ 0.80	\$ -	\$ 3.65	\$ (3.65)	
24 Email		Email Storage (Bundled Accounts)		250 MB to 500 MB	\$ 1.00	\$ 0.43	\$ 2.42	\$ 0.25	\$ 0.10	\$ 3.20	\$ (2.20)	
25 Email				500 MB to 1 GB	\$ 2.00	\$ 0.43	\$ 2.42	\$ 0.50	\$ 0.20	\$ 3.55	\$ (1.55)	
26 Email				1 GB to 2 GB	\$ 3.50	\$ 0.43	\$ 2.42	\$ 1.00	\$ 0.35	\$ 4.20	\$ (0.70)	
27 Email				2 GB to 5 GB	\$ 5.00	\$ 0.43	\$ 2.42	\$ 2.00	\$ 0.50	\$ 5.35	\$ (0.35)	
28 Email				5 GB to 20 GB	\$ 8.95	\$ 0.43	\$ 2.42	\$ 5.00	\$ 0.90	\$ 8.75	\$ 0.21	
29 Email				20GB to 50GB	\$ 10.95	\$ 0.43	\$ 2.42	\$ 7.00	\$ 1.10	\$ 10.95	\$ 0.00	
30 Email				50GB to 80GB	\$ 12.95	\$ 0.43	\$ 2.42	\$ 8.00	\$ 1.30	\$ 12.15	\$ 0.81	
31 Email				80GB to 125GB	\$ 14.95	\$ 0.43	\$ 2.42	\$ 10.00	\$ 1.50	\$ 14.35	\$ 0.61	
32 Email		Email Storage (Paid Accounts)		500 MB to 1 GB	\$ 4.00	\$ 0.43	\$ 2.42	\$ 0.50	\$ 0.40	\$ 3.75	\$ 0.25	
33 Email				1 GB to 2 GB	\$ 5.00	\$ 0.43	\$ 2.42	\$ 1.00	\$ 0.50	\$ 4.35	\$ 0.65	
34 Email				2 GB to 5 GB	\$ 6.50	\$ 0.43	\$ 2.42	\$ 2.00	\$ 0.65	\$ 5.50	\$ 1.00	
35 Email				5 GB to 20 GB	\$ 10.50	\$ 0.43	\$ 2.42	\$ 5.00	\$ 1.05	\$ 8.90	\$ 1.60	
36 Email				20GB to 50GB	\$ 12.50	\$ 0.43	\$ 2.42	\$ 7.00	\$ 1.25	\$ 11.10	\$ 1.40	
37 Email				50GB to 80GB	\$ 14.50	\$ 0.43	\$ 2.42	\$ 8.00	\$ 1.45	\$ 12.30	\$ 2.20	
38 Email				80GB to 125GB	\$ 16.50	\$ 0.43	\$ 2.42	\$ 10.00	\$ 1.65	\$ 14.50	\$ 2.00	
57 Email		Yearly E-Mail Pre-Pay		121 Yearly E-Mail Pre-Pay	\$ 48.00	\$ 0.43	\$ 2.42	\$ 0.63	\$ 4.80	\$ 8.28	\$ (4.28)	Monthly Equivalent
69 Email		MUSD E-Mail		152 MUSD E-Mail	\$ -	\$ 0.43	\$ 2.42	\$ 0.63	\$ -	\$ 3.48	\$ (3.48)	
70 Email				MUSD E-Mail	\$ -	\$ 0.43	\$ 2.42	\$ 0.63	\$ -	\$ 3.48	\$ (3.48)	
71 Email		Non-Profit/Community E-		153 Non-Profit/Community E-Mail	\$ -	\$ 0.43	\$ 2.42	\$ 0.63	\$ -	\$ 3.48	\$ (3.48)	
393 Equipment		VS- Single Port			\$ 64.95	\$ 43.30	\$ 12.00		\$ 6.50	\$ 61.80	\$ 3.16	One Time/Per Unit
394 Equipment		W- ADSL Wireless, Zyxel		W- ADSL Wireless, Zyxel	\$ 99.95	\$ 66.63	\$ 12.00		\$ 10.00	\$ 88.63	\$ 11.33	One Time/Per Unit
395 Equipment		VW- Zyxel VDSL Wireless		VW- Zyxel VDSL Wireless	\$ 174.95	\$ 116.63	\$ 12.00		\$ 17.50	\$ 146.13	\$ 28.83	One Time/Per Unit
396 Equipment		VB- Zyxel VDSL Bonded Wireless		VB- Zyxel VDSL Bonded Wireless	\$ 199.95	\$ 133.30	\$ 12.00		\$ 20.00	\$ 165.30	\$ 34.66	One Time/Per Unit
397 Equipment		VBS- Zyxel VDSL Bonded Single Por		VBS- Zyxel VDSL Bonded Single Port	\$ 99.95	\$ 66.63	\$ 12.00		\$ 10.00	\$ 88.63	\$ 11.33	One Time/Per Unit
398 Equipment		Grandstream DP720-Handset		Grandstream DP720-Handset	\$ 54.95	\$ 36.63	\$ 12.00		\$ 5.50	\$ 54.13	\$ 0.83	One Time/Per Unit
399 Equipment		Grandstream DP730-Handset W/LC		Grandstream DP730-Handset W/LCD	\$ 99.95	\$ 66.63	\$ 12.00		\$ 10.00	\$ 88.63	\$ 11.33	One Time/Per Unit
400 Equipment		Grandstream DP750-Base		Grandstream DP750-Base	\$ 54.95	\$ 36.63	\$ 12.00		\$ 5.50	\$ 54.13	\$ 0.83	One Time/Per Unit
401 Equipment		Grandstream DP752-Base		Grandstream DP752-Base	\$ 54.95	\$ 36.63	\$ 12.00		\$ 5.50	\$ 54.13	\$ 0.83	One Time/Per Unit
402 Equipment		Grandstream TA-2 port		Grandstream TA-2 port	\$ 49.95	\$ 33.30	\$ 12.00		\$ 5.00	\$ 50.30	\$ (0.34)	One Time/Per Unit
403 Equipment		Grandstream TA4-4 Port		Grandstream TA4-4 Port	\$ 99.95	\$ 66.63	\$ 12.00		\$ 10.00	\$ 88.63	\$ 11.33	One Time/Per Unit
404 Equipment		Grandstream 2130-3 Line Phone		Grandstream 2130-3 Line Phone	\$ 99.95	\$ 66.63	\$ 12.00		\$ 10.00	\$ 88.63	\$ 11.33	One Time/Per Unit
405 Equipment		Grandstream 2160-6 Line Phone		Grandstream 2160-6 Line Phone	\$ 129.95	\$ 86.63	\$ 12.00		\$ 13.00	\$ 111.63	\$ 18.33	One Time/Per Unit
406 Equipment		Grandstream 2170-12 Line Phone		Grandstream 2170-12 Line Phone	\$ 134.95	\$ 89.97	\$ 12.00		\$ 13.50	\$ 115.47	\$ 19.49	One Time/Per Unit
407 Equipment		TP Link 5 Port Network Switch		TP Link 5 Port Network Switch	\$ 32.95	\$ 21.97	\$ -		\$ 3.30	\$ 25.27	\$ 7.69	One Time/Per Unit
									\$ -	\$ -	\$ -	
283 Fiber		Tier C-20 Mbps		490 Tier C-20 Mbps	\$ 225.95	\$ 133.00			\$ 22.60	\$ 155.60	\$ 70.36	Legacy Fiber - Rates for transition only, will be phased out
284 Fiber				Port Fee	\$ 209.00	\$ 209.00			\$ 20.90	\$ 229.90	\$ (20.90)	Legacy Fiber - Rates for transition only, will be phased out
285 Fiber				Setup Fee	\$ 500.00	\$ 300.00	\$ 192.00		\$ 50.00	\$ 542.00	\$ (42.00)	Legacy Fiber - Rates for transition only, will be phased out
286 Fiber		Tier C - 50 Mbps		491 Tier C - 50 Mbps	\$ 360.95	\$ 253.00			\$ 36.10	\$ 289.10	\$ 71.86	Legacy Fiber - Rates for transition only, will be phased out
287 Fiber				Port Fee	\$ 209.00	\$ 209.00			\$ 20.90	\$ 229.90	\$ (20.90)	Legacy Fiber - Rates for transition only, will be phased out
288 Fiber				Setup Fee	\$ 500.00	\$ 300.00	\$ 192.00		\$ 50.00	\$ 542.00	\$ (42.00)	Legacy Fiber - Rates for transition only, will be phased out
289 Fiber		Tier C - 100 Mbps		492 Tier C - 100 Mbps	\$ 500.95	\$ 368.00			\$ 50.10	\$ 418.10	\$ 82.86	Legacy Fiber - Rates for transition only, will be phased out
290 Fiber				Port Fee	\$ 209.00	\$ 209.00			\$ 20.90	\$ 229.90	\$ (20.90)	Legacy Fiber - Rates for transition only, will be phased out
291 Fiber				Setup Fee	\$ 500.00	\$ 300.00	\$ 192.00		\$ 50.00	\$ 542.00	\$ (42.00)	Legacy Fiber - Rates for transition only, will be phased out
292 Fiber		Tier C - 250 Mbps		494 Tier C - 250 Mbps	\$ 820.95	\$ 570.00			\$ 82.10	\$ 652.10	\$ 168.86	Legacy Fiber - Rates for transition only, will be phased out
293 Fiber				Port Fee	\$ 209.00	\$ 209.00			\$ 20.90	\$ 229.90	\$ (20.90)	Legacy Fiber - Rates for transition only, will be phased out
294 Fiber				Setup Fee	\$ 500.00	\$ 300.00	\$ 192.00		\$ 50.00	\$ 542.00	\$ (42.00)	Legacy Fiber - Rates for transition only, will be phased out
295 Fiber		Tier C - 500 Mbps		495 Tier C - 500 Mbps	\$ 950.95	\$ 613.00			\$ 95.10	\$ 708.10	\$ 242.86	Legacy Fiber - Rates for transition only, will be phased out
296 Fiber				Port Fee	\$ 209.00	\$ 209.00			\$ 20.90	\$ 229.90	\$ (20.90)	Legacy Fiber - Rates for transition only, will be phased out
297 Fiber				Setup Fee	\$ 500.00	\$ 300.00	\$ 192.00		\$ 50.00	\$ 542.00	\$ (42.00)	Legacy Fiber - Rates for transition only, will be phased out
298 Fiber		Tier C - 1000 Mbps		496 Tier C - 1000 Mbps	\$ 1,100.95	\$ 742.00			\$ 110.10	\$ 852.10	\$ 248.86	Legacy Fiber - Rates for transition only, will be phased out
299 Fiber				Port Fee	\$ 209.00	\$ 209.00			\$ 20.90	\$ 229.90	\$ (20.90)	Legacy Fiber - Rates for transition only, will be phased out
300 Fiber				Setup Fee	\$ 500.00	\$ 300.00	\$ 192.00		\$ 50.00	\$ 542.00	\$ (42.00)	Legacy Fiber - Rates for transition only, will be phased out
301 Fiber		Tier 1 - 20 Mbps		498 Tier 1 - 20 Mbps	\$ 240.95	\$ 171.00			\$ 24.10	\$ 195.10	\$ 45.86	Legacy Fiber - Rates for transition only, will be phased out
302 Fiber				Port Fee	\$ 209.00	\$ 209.00			\$ 20.90	\$ 229.90	\$ (20.90)	Legacy Fiber - Rates for transition only, will be phased out



134	Fusion		Sonic Telecom - California Public Purpose F	\$	-			\$	-	\$	-	\$	-	Passthrough
135	Fusion		Sonic Telecom - California Public Utility Cor	\$	-			\$	-	\$	-	\$	-	Passthrough
136	Fusion		Sonic Telecom - California Teleconnect Fun	\$	-			\$	-	\$	-	\$	-	Passthrough
137	Fusion		Sonic Telecom - FCC Interstate Telecom Se	\$	-			\$	-	\$	-	\$	-	Passthrough
138	Fusion		Sonic Telecom - Federal Subscriber Line Ch	\$	-			\$	-	\$	-	\$	-	Passthrough
139	Fusion		Sonic Telecom - Federal Universal Service F	\$	-			\$	-	\$	-	\$	-	Passthrough
140	Fusion		Sonic Telecom - Fusion Voice Service	\$	-			\$	-	\$	-	\$	-	Passthrough
141	Fusion		Sonic Telecom - Property Tax Allotment Fee	\$	-			\$	-	\$	-	\$	-	Passthrough
142	Fusion		Sonic Telecom - Regulatory Recovery Surch	\$	-			\$	-	\$	-	\$	-	Passthrough
143	Fusion		Sonic Telecom - State and Federal Regula	\$	-			\$	-	\$	-	\$	-	Passthrough
144	Fusion		Sonic Telecom - State Property Tax Fee	\$	-			\$	-	\$	-	\$	-	Passthrough
145	Fusion		Sonic Telecom - Voice Regulatory Recovery	\$	-			\$	-	\$	-	\$	-	Passthrough
146	Fusion		Sonic Telecom - California 988 Suicide Prev	\$	-			\$	-	\$	-	\$	-	Passthrough
147	Fusion	Fusion Residential Bonde	320 Fusion Residential Bonded Data Service	\$	115.95	\$	109.13	\$	15.00	\$	11.60	\$	135.73	\$ (19.78)
148	Fusion		Fusion Static IP Service	\$	10.00	\$	10.00			\$	1.00	\$	11.00	\$ (1.00)
149	Fusion		Sonic Telecom - California 911 Emergency !	\$	-			\$	-	\$	-	\$	-	Passthrough
150	Fusion		Sonic Telecom - California Advanced Servic	\$	-			\$	-	\$	-	\$	-	Passthrough
151	Fusion		Sonic Telecom - California Deaf and Disabl	\$	-			\$	-	\$	-	\$	-	Passthrough
152	Fusion		Sonic Telecom - California High Cost Fund-	\$	-			\$	-	\$	-	\$	-	Passthrough
153	Fusion		Sonic Telecom - California Lifeline Telepho	\$	-			\$	-	\$	-	\$	-	Passthrough
154	Fusion		Sonic Telecom - California Public Purpose F	\$	-			\$	-	\$	-	\$	-	Passthrough
155	Fusion		Sonic Telecom - California Public Utility Cor	\$	-			\$	-	\$	-	\$	-	Passthrough
156	Fusion		Sonic Telecom - California Teleconnect Fun	\$	-			\$	-	\$	-	\$	-	Passthrough
157	Fusion		Sonic Telecom - FCC Interstate Telecom Se	\$	-			\$	-	\$	-	\$	-	Passthrough
158	Fusion		Sonic Telecom - Federal Subscriber Line Ch	\$	-			\$	-	\$	-	\$	-	Passthrough
159	Fusion		Sonic Telecom - Federal Universal Service F	\$	-			\$	-	\$	-	\$	-	Passthrough
160	Fusion		Sonic Telecom - Fusion Voice Service	\$	-			\$	-	\$	-	\$	-	Passthrough
161	Fusion		Sonic Telecom - Property Tax Allotment Fee	\$	-			\$	-	\$	-	\$	-	Passthrough
162	Fusion		Sonic Telecom - Regulatory Recovery Surch	\$	-			\$	-	\$	-	\$	-	Passthrough
163	Fusion		Sonic Telecom - State and Federal Regula	\$	-			\$	-	\$	-	\$	-	Passthrough
164	Fusion		Sonic Telecom - State Property Tax Fee	\$	-			\$	-	\$	-	\$	-	Passthrough
165	Fusion		Sonic Telecom - Voice Regulatory Recovery	\$	-			\$	-	\$	-	\$	-	Passthrough
166	Fusion		Sonic Telecom - California 988 Suicide Prev	\$	-			\$	-	\$	-	\$	-	Passthrough
167	Fusion	Fusion Business Bonded :	321 Fusion Business Bonded Service	\$	127.95	\$	119.13	\$	15.00	\$	12.80	\$	146.93	\$ (18.98)
168	Fusion		Fusion Static IP Service	\$	20.00	\$	20.00			\$	2.00	\$	22.00	\$ (2.00)
169	Fusion		Fusion Static IP Service (4)	\$	30.00	\$	30.00			\$	3.00	\$	33.00	\$ (3.00)
170	Fusion		Fusion Static IP Service (8)	\$	30.00	\$	30.00			\$	3.00	\$	33.00	\$ (3.00)
171	Fusion		Sonic Telecom - California 911 Emergency !	\$	-			\$	-	\$	-	\$	-	Passthrough
172	Fusion		Sonic Telecom - California Advanced Servic	\$	-			\$	-	\$	-	\$	-	Passthrough
173	Fusion		Sonic Telecom - California Deaf and Disabl	\$	-			\$	-	\$	-	\$	-	Passthrough
174	Fusion		Sonic Telecom - California High Cost Fund-	\$	-			\$	-	\$	-	\$	-	Passthrough
175	Fusion		Sonic Telecom - California Lifeline Telepho	\$	-			\$	-	\$	-	\$	-	Passthrough
176	Fusion		Sonic Telecom - California Public Purpose F	\$	-			\$	-	\$	-	\$	-	Passthrough
177	Fusion		Sonic Telecom - California Public Utility Cor	\$	-			\$	-	\$	-	\$	-	Passthrough
178	Fusion		Sonic Telecom - California Teleconnect Fun	\$	-			\$	-	\$	-	\$	-	Passthrough
179	Fusion		Sonic Telecom - FCC Interstate Telecom Se	\$	-			\$	-	\$	-	\$	-	Passthrough
180	Fusion		Sonic Telecom - Federal Subscriber Line Ch	\$	-			\$	-	\$	-	\$	-	Passthrough
181	Fusion		Sonic Telecom - Federal Universal Service F	\$	-			\$	-	\$	-	\$	-	Passthrough
182	Fusion		Sonic Telecom - Fusion Voice Service	\$	-			\$	-	\$	-	\$	-	Passthrough
183	Fusion		Sonic Telecom - Property Tax Allotment Fee	\$	-			\$	-	\$	-	\$	-	Passthrough
184	Fusion		Sonic Telecom - Regulatory Recovery Surch	\$	-			\$	-	\$	-	\$	-	Passthrough
185	Fusion		Sonic Telecom - State and Federal Regula	\$	-			\$	-	\$	-	\$	-	Passthrough
186	Fusion		Sonic Telecom - State Property Tax Fee	\$	-			\$	-	\$	-	\$	-	Passthrough
187	Fusion		Sonic Telecom - Voice Regulatory Recovery	\$	-			\$	-	\$	-	\$	-	Passthrough
188	Fusion		Sonic Telecom - California 988 Suicide Prev	\$	-			\$	-	\$	-	\$	-	Passthrough
191	Equipment Rental	Single Port Modem Rental	349 Single Port Modem	\$	6.00	\$	1.81	\$	2.00	\$	0.60	\$	4.41	\$ 1.59
192	Equipment Rental	Wireless Modem Rental	350 Wireless Modem Rental	\$	8.00	\$	4.86	\$	2.00	\$	0.80	\$	7.66	\$ 0.34
193	Equipment Rental	Bonded Modem Rental	351 Bonded Modem Rental	\$	10.00	\$	5.55	\$	2.00	\$	1.00	\$	8.55	\$ 1.45
227	Open Air	Open Air Residential 50	423 Open Air Residential 50	\$	54.95	\$	8.00	\$	10.00	\$	18.52	\$	5.50	\$ 42.02 \$ 12.94 Excess covers loss of Setup
228	Open Air		Annual Service	\$	659.40	\$	8.00	\$	10.00	\$	18.52	\$	5.50	\$ 42.02 \$ 12.94 Monthly Equivalent
229	Open Air		Setup Fee	\$	100.00	\$	250.00	\$	192.00	\$	-	\$	10.00	\$ 452.00 \$ (352.00)
230	Open Air		Static IP Address	\$	5.00	\$	-	\$	-	\$	0.50	\$	0.50	\$ 4.50
231	Open Air	Open Air Residential 100	424 Open Air Residential 100	\$	74.95	\$	16.00	\$	10.00	\$	18.52	\$	7.50	\$ 52.02 \$ 22.94 Excess covers loss of Setup
232	Open Air		Annual Service	\$	899.40	\$	16.00	\$	10.00	\$	18.52	\$	7.50	\$ 52.02 \$ 22.94 Monthly Equivalent
233	Open Air		Setup Fee	\$	100.00	\$	250.00	\$	192.00	\$	-	\$	10.00	\$ 452.00 \$ (352.00)
234	Open Air		Static IP Address	\$	5.00	\$	-	\$	-	\$	0.50	\$	0.50	\$ 4.50
235	Open Air	Open Air Business 50	425 Open Air Business 50	\$	64.95	\$	8.00	\$	10.00	\$	18.52	\$	6.50	\$ 43.02 \$ 21.94 Excess covers loss of Setup
236	Open Air		Annual Service	\$	779.40	\$	8.00	\$	10.00	\$	18.52	\$	6.50	\$ 43.02 \$ 21.94 Monthly Equivalent
237	Open Air		Setup Fee	\$	100.00	\$	250.00	\$	192.00	\$	-	\$	10.00	\$ 452.00 \$ (352.00)
238	Open Air		Static IP Address	\$	10.00	\$	-	\$	-	\$	1.00	\$	1.00	\$ 9.00
239	Open Air	Open Air Business 100	426 Open Air Business 100	\$	84.95	\$	16.00	\$	10.00	\$	18.52	\$	8.50	\$ 53.02 \$ 31.94 Excess covers loss of Setup
240	Open Air		Annual Service	\$	1,019.40	\$	16.00	\$	10.00	\$	18.52	\$	8.50	\$ 53.02 \$ 31.94 Monthly Equivalent
241	Open Air		Setup Fee	\$	100.00	\$	250.00	\$	192.00	\$	-	\$	10.00	\$ 452.00 \$ (352.00)
242	Open Air		Static IP Address	\$	10.00	\$	-	\$	-	\$	1.00	\$	1.00	\$ 9.00
243	Open Air	WiFi Extender	436 Vilo Extender 1-3	\$	10.00	\$	6.67	\$	8.00	\$	1.00	\$	15.67	\$ (5.67)
244	Open Air		Each Additional	\$	5.00	\$	6.67	\$	8.00	\$	0.50	\$	15.17	\$ (10.17)
245	Open Air	Open Air Long Range 6	440 Open Air Long Range 6	\$	44.95	\$	8.00	\$	5.00	\$	18.52	\$	4.50	\$ 36.02 \$ 8.94 Excess covers loss of Setup
246	Open Air		Annual Service	\$	539.40	\$	8.00	\$	5.00	\$	18.52	\$	4.50	\$ 36.02 \$ 8.94 Monthly Equivalent
247	Open Air		Setup Fee	\$	150.00	\$	250.00	\$	192.00	\$	-	\$	15.00	\$ 457.00 \$ (307.00)
248	Open Air	Open Air Long Range 12	441 Open Air Long Range 12	\$	64.95	\$	10.00	\$	5.00	\$	18.52	\$	6.50	\$ 40.02 \$ 24.94 Excess covers loss of Setup
249	Open Air		Annual Service	\$	779.40	\$	10.00	\$	5.00	\$	18.52	\$	6.50	\$ 40.02 \$ 24.94 Monthly Equivalent
250	Open Air		Setup Fee	\$	150.00	\$	250.00	\$	192.00	\$	-	\$	15.00	\$ 457.00 \$ (307.00)
251	Open Air	Open Air Long Range 18	442 Open Air Long Range 18	\$	84.95	\$	8.39	\$	5.00	\$	18.52	\$	8.50	\$ 40.41 \$ 44.55 Excess covers loss of Setup
252	Open Air		Annual Service	\$	1,019.40	\$	8.39	\$	5.00	\$	18.52	\$	101.94	\$ 133.85 \$ (48.90) Monthly Equivalent
253	Open Air		Setup Fee	\$	150.00	\$	250.00	\$	192.00	\$	-	\$	15.00	\$ 457.00 \$ (307.00)
254	Open Air	Open Air Long Range 25	443 Open Air Long Range 25	\$	104.95	\$	8.39	\$	5.00	\$	18.52	\$	10.50	\$ 42.41 \$ 62.55 Excess covers loss of Setup
255	Open Air		Annual Service	\$	1,259.40	\$	8.39	\$	5.00	\$	18.52	\$	10.50	\$ 42.41 \$ 62.55 Monthly Equivalent
256	Open Air		Setup Fee	\$	150.00	\$	250.00	\$	192.00	\$	-	\$	15.00	\$ 457.00 \$ (307.00)
257	Open Air	Open Air Long Range Busi	444 Open Air Long Range Business 6	\$	44.95	\$	8.39	\$	5.00	\$	18.52	\$	4.50	\$ 36.41 \$ 8.55 Excess covers loss of Setup
258	Open Air		Annual Service	\$	539.40	\$	8.39	\$	5.00	\$	18.52	\$	4.50	\$ 36.41 \$ 8.54 Monthly Equivalent
259	Open Air		Setup Fee	\$	150.00	\$	250.00	\$	192.00	\$	-	\$	15.00	\$ 457.00 \$ (307.00)
260	Open Air	Open Air Long Range Busi	445 Open Air Long Range Business 12	\$	64.95	\$	8.39	\$	5.00	\$	18.52	\$	6.50	\$ 38.41 \$ 26.55 Excess covers loss of Setup
261	Open Air		Annual Service	\$	779.40	\$	8.39	\$	5.00	\$	18.52	\$	6.50	\$ 38.41 \$ 26.55 Monthly Equivalent
262	Open Air		Setup Fee	\$	150.00	\$	250.00	\$	192.00	\$	-	\$	15.00	\$ 457.00 \$ (307.00)
263	Open Air	Open Air Long Range Busi	446 Open Air Long Range Business 18	\$	84.95	\$	8.39	\$	5.00	\$	18.52	\$	8.50	\$ 40.41 \$ 44.55 Excess covers loss of Setup
264	Open Air		Annual Service	\$	1,019.40	\$	8.39	\$	5.00	\$	18.52	\$	8.50	\$ 40.41 \$ 44.55 Monthly Equivalent
265	Open Air		Setup Fee	\$	150.00	\$	250.00	\$	192.00	\$	-	\$	15.00	\$ 457.00 \$ (307.00)
266	Open Air	Open Air Long Range Busi	447 Open Air Long Range Business 25	\$	104.95	\$	8.39	\$	5.00	\$	18.52	\$	10.50	\$ 42.41 \$ 62.55 Excess covers loss of Setup
267	Open Air		Annual Service	\$	1,259.40	\$	8.39	\$	5.00	\$	18.52	\$	10.50	\$ 42.41 \$ 62.55 Monthly Equivalent

268	Open Air		Setup Fee	\$ 150.00	\$ 250.00	\$ 192.00	\$ -	\$ 15.00	\$ 457.00	\$ (307.00)	
276	Open Air	Open Air Residential 250	471 Open Air Residential 250	\$ 139.95	\$ 8.39	\$ 5.00	\$ 18.52	\$ 14.00	\$ 45.91	\$ 94.05	Excess covers loss of Setup
277	Open Air		Setup Fee	\$ 150.00	\$ 250.00	\$ 192.00	\$ -	\$ 15.00	\$ 457.00	\$ (307.00)	
278	Open Air	Open Air Business 250	472 Open Air Business 250	\$ 159.95	\$ 8.39	\$ 5.00	\$ 18.52	\$ 16.00	\$ 47.91	\$ 112.05	Excess covers loss of Setup
279	Open Air		Setup Fee	\$ 150.00	\$ 250.00	\$ 192.00	\$ -	\$ 15.00	\$ 457.00	\$ (307.00)	
280	Open Air	Open Air Setup	474 Open Air Extreme	\$ 349.95	\$ 8.39	\$ 5.00	\$ 18.52	\$ 35.00	\$ 66.91	\$ 283.05	Excess covers loss of Setup
281	Open Air		Setup Fee	\$ 150.00	\$ 250.00	\$ 192.00	\$ -	\$ 15.00	\$ 457.00	\$ (307.00)	
373	Open Air	Vilo - (WiFi 6) Extender	528 Vilo 6 Extender 1 to 2 Pack	\$ 10.00	\$ 131.99	\$ 30.00	\$ -	\$ 1.00	\$ 162.99	\$ (152.99)	
374	Open Air		Vilo 6 Extender Extra Past 2	\$ 5.00	\$ 5.00	\$ 1.50	\$ -	\$ 0.50	\$ 7.00	\$ (2.00)	
375	Open Air	Open Air X-Press Residen	530 Open Air X-Press	\$ 89.95	\$ 55.00	\$ 5.00	\$ -	\$ 9.00	\$ 69.00	\$ 20.96	Excess covers loss of Setup
376	Open Air		Open Air X-Press Setup Fee	\$ 150.00	\$ 150.00	\$ 144.00	\$ -	\$ 15.00	\$ 309.00	\$ (159.00)	
377	Open Air		Property Tax Allotment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Passthrough
378	Open Air		Regulatory Cost Recovery Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Passthrough
379	Open Air	Open Air X-Press Busines	531 Open Air X-Press Business	\$ 99.95	\$ 55.00	\$ 5.00	\$ -	\$ 10.00	\$ 70.00	\$ 29.96	Excess covers loss of Setup
380	Open Air		Open Air X-Press Setup Fee	\$ 150.00	\$ 150.00	\$ 144.00	\$ -	\$ 15.00	\$ 309.00	\$ (159.00)	
381	Open Air		Property Tax Allotment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Passthrough
382	Open Air		Regulatory Cost Recovery Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Passthrough
383	Open Air	Open Air X-Press Rural Bu	533 Open Air X-Press Rural Business	\$ 109.95	\$ 65.00	\$ 5.00	\$ -	\$ 11.00	\$ 81.00	\$ 28.96	Excess covers loss of Setup
384	Open Air		Open Air X-Press Setup Fee	\$ 150.00	\$ 150.00	\$ 144.00	\$ -	\$ 15.00	\$ 309.00	\$ (159.00)	
385	Open Air		Property Tax Allotment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Passthrough
386	Open Air		Regulatory Cost Recovery Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Passthrough
387	Open Air	Open Air X-Press Rural Re	534 Open Air X-Press Rural Residential	\$ 99.95	\$ 65.00	\$ 5.00	\$ -	\$ 10.00	\$ 80.00	\$ 19.96	Excess covers loss of Setup
388	Open Air		Open Air X-Press Rural Setup	\$ 150.00	\$ 150.00	\$ 144.00	\$ -	\$ 15.00	\$ 309.00	\$ (159.00)	
389	Open Air		Property Tax Allotment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Passthrough
390	Open Air		Regulatory Cost Recovery Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Passthrough
391	Open Air	Open Air X-Press Upgrade	325 Open Air X-Press Upgraded Equipment	\$ 325.00	\$ 325.00	\$ -	\$ -	\$ 32.50	\$ 357.50	\$ (32.50)	
189	VOIP	Toll Free Number Service	327 Toll Free Number Service	\$ 6.00	\$ 6.00	\$ -	\$ -	\$ 0.60	\$ 6.60	\$ (0.60)	
190	VOIP		Toll Free Usage	\$ 0.06	\$ 0.04	\$ -	\$ -	\$ 0.01	\$ 0.05	\$ 0.01	
194	VOIP	MCN Fax to E-Mail Service	352 MCN Fax to E-Mail Service	\$ 10.00	\$ 7.50	\$ -	\$ -	\$ 1.00	\$ 8.50	\$ 1.50	
196	VOIP	MCN Business Digital Voi	379 MCN Business Digital Voice Service	\$ 30.00	\$ 7.50	\$ 10.00	\$ -	\$ 3.00	\$ 20.50	\$ 9.50	
197	VOIP		MCN Bus Digital Voice Guest Tax and Fee R	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Passthrough
198	VOIP		MCN Bus Digital Voice Guest USAC Tax Rec	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Passthrough
207	VOIP		MCN Digital Voice Fax to Email	\$ 10.00	\$ 7.50	\$ -	\$ -	\$ 1.00	\$ 8.50	\$ 1.50	
210	VOIP	MCN Residential Digital V	381 MCN Residential Digital Voice	\$ 20.00	\$ 7.50	\$ 10.00	\$ -	\$ 2.00	\$ 19.50	\$ 0.50	
215	VOIP		MCN Residential Digital Voice Tax and Fee f	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Passthrough
216	VOIP		MCN Residential Digital Voice USAC Tax Re	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Passthrough
218	VOIP	MUSD Digital Voice	394 MUSD Digital Voice	\$ 7.50	\$ 7.50	\$ -	\$ -	\$ 0.75	\$ 8.25	\$ (0.75)	
226	VOIP	Telephone Adapter Renta	419 Telephone Adapter Rental	\$ 6.00	\$ 1.67	\$ 4.00	\$ -	\$ 0.60	\$ 6.27	\$ (0.27)	
15	Web1	List Server	19 List Server	\$ 11.50	\$ 0.68	\$ 3.83	\$ 1.26	\$ 1.15	\$ 6.92	\$ 4.58	
17	Web1		Setup Fee	\$ 5.00	\$ -	\$ 24.00	\$ -	\$ 0.50	\$ 24.50	\$ (19.50)	
18	Web1	Domain Service	20 Domain Service	\$ 5.00	\$ 0.68	\$ 3.83	\$ 1.26	\$ 0.50	\$ 6.27	\$ (1.27)	
21	Web1	Co-Host Windows & Unix	24 Co-Host Windows & Unix	\$ 80.00	\$ 80.00	\$ 20.00	\$ -	\$ 8.00	\$ 108.00	\$ (28.00)	
22	Web1		Setup Fee	\$ 200.00	\$ 200.00	\$ 50.00	\$ -	\$ 20.00	\$ 270.00	\$ (70.00)	
39	Web1	Non Profit/Community/S	33 Non Profit/Community/School Domain Sen	\$ -	\$ 0.68	\$ 3.83	\$ 1.26	\$ -	\$ 5.77	\$ (5.77)	
41	Web1	Yearly Domain Host Rate	48 Yearly Domain Host Rate	\$ 60.00	\$ 0.68	\$ 3.83	\$ 1.26	\$ 6.00	\$ 11.77	\$ (6.77)	Monthly Equivalent
58	Web1	Yearly Listserve/Autoresp	125 Yearly Listserve/Autoresponder	\$ 138.00	\$ 0.68	\$ 3.83	\$ 1.26	\$ 13.80	\$ 19.57	\$ (8.07)	Monthly Equivalent
72	Web1	Non-Profit/Community/S	154 Non-Profit/Community/School ListServ	\$ -	\$ 0.68	\$ 3.83	\$ 1.26	\$ -	\$ 5.77	\$ (5.77)	
77	Web1	MySQL Database	194 MySQL Database	\$ 4.95	\$ 2.00	\$ 3.83	\$ 1.26	\$ 0.50	\$ 7.59	\$ (2.64)	
81	Web1	WebTools	220 Business Card	\$ 6.00	\$ 3.00	\$ 3.83	\$ 1.26	\$ 0.60	\$ 8.69	\$ (2.69)	
82	Web1		Starter Website	\$ 7.00	\$ 4.00	\$ 3.83	\$ 1.26	\$ 0.70	\$ 9.79	\$ (2.79)	
83	Web1		Personal Website	\$ 9.00	\$ 5.00	\$ 3.83	\$ 1.26	\$ 0.90	\$ 10.99	\$ (1.99)	
84	Web1		Small Business Website	\$ 11.00	\$ 7.00	\$ 3.83	\$ 1.26	\$ 1.10	\$ 13.19	\$ (2.19)	
85	Web1		Ecommerce Website	\$ 15.00	\$ 8.00	\$ 3.83	\$ 1.26	\$ 1.50	\$ 14.59	\$ 0.41	
86	Web1		Business Card Export	\$ 15.00	\$ 8.00	\$ 3.83	\$ 1.26	\$ 1.50	\$ 14.59	\$ 0.41	
87	Web1		Starter Website Export	\$ 17.00	\$ 9.00	\$ 3.83	\$ 1.26	\$ 1.70	\$ 15.79	\$ 1.21	
88	Web1		Personal Website Export	\$ 20.00	\$ 12.00	\$ 3.83	\$ 1.26	\$ 2.00	\$ 19.09	\$ 0.91	
89	Web1		Small Business Website Export	\$ 20.00	\$ 12.00	\$ 3.83	\$ 1.26	\$ 2.00	\$ 19.09	\$ 0.91	
90	Web1		Ecommerce Website Export	\$ 35.00	\$ 15.00	\$ 3.83	\$ 1.26	\$ 3.50	\$ 23.59	\$ 11.41	One Time Charge
94	Web1	MCN Starter Blog	276 MCN Starter Blog	\$ 4.95	\$ 1.00	\$ 3.83	\$ 1.26	\$ 0.50	\$ 6.59	\$ (1.64)	
95	Web1	MCN Basic Blog	277 MCN Basic Blog	\$ 8.95	\$ 3.00	\$ 3.83	\$ 1.26	\$ 0.90	\$ 8.99	\$ (0.04)	
96	Web1	MCN SimpleBlog 10 MB S	278 MCN SimpleBlog 10 MB Storage, 200MB Tra	\$ 4.95	\$ 2.00	\$ 3.83	\$ 1.26	\$ 0.50	\$ 7.59	\$ (2.64)	
97	Web1		Yearly MCN SimpleBlog 10 MB Storage, 200	\$ 59.40	\$ 2.00	\$ 3.83	\$ 1.26	\$ 5.94	\$ 13.03	\$ (8.08)	Monthly Equivalent
98	Web1	Yearly MySQL Database	280 Yearly MySQL Database	\$ 59.40	\$ 0.68	\$ 3.83	\$ 1.26	\$ 5.94	\$ 11.71	\$ (6.76)	Monthly Equivalent
103	Web1	Yearly Web Tools	311 Yearly Web Tools	\$ 132.00	\$ 0.68	\$ 3.83	\$ 1.26	\$ 13.20	\$ 18.97	\$ (7.97)	Monthly Equivalent
219	Web1	.NET Yearly Domain Regis	408 .NET Yearly Domain Registration	\$ 20.30	\$ 14.82	\$ 0.08	\$ -	\$ 2.03	\$ 16.93	\$ 3.37	Annual Fee
220	Web1	.CO Yearly Domain Regist	412 .CO Yearly Domain Registration	\$ 39.95	\$ 11.35	\$ 0.48	\$ -	\$ 4.00	\$ 15.82	\$ 24.13	Annual Fee
221	Web1	.US Yearly Domain Regist	413 .US Yearly Domain Registration	\$ 19.95	\$ 8.38	\$ 0.37	\$ -	\$ 2.00	\$ 10.75	\$ 9.20	Annual Fee
222	Web1	.BIZ Yearly Domain Regist	414 .BIZ Yearly Domain Registration	\$ 24.95	\$ 18.70	\$ 0.74	\$ -	\$ 2.50	\$ 21.94	\$ 3.01	Annual Fee
223	Web1	.INFO Yearly Domain Regi	415 .INFO Yearly Domain Registration	\$ 29.95	\$ 27.13	\$ 0.32	\$ -	\$ 3.00	\$ 30.44	\$ (0.49)	Annual Fee
224	Web1	.COM Yearly Domain Regi	416 .COM Yearly Domain Registration	\$ 19.95	\$ 12.29	\$ 0.01	\$ -	\$ 2.00	\$ 14.29	\$ 5.66	Annual Fee
225	Web1	.ORG Yearly Domain Regi	417 .ORG Yearly Domain Registration	\$ 19.95	\$ 12.35	\$ 0.02	\$ -	\$ 2.00	\$ 14.37	\$ 5.58	Annual Fee
11	Web2	Basic Web Service	12 Basic Web Service	\$ 5.00	\$ 0.68	\$ 3.83	\$ 1.26	\$ 0.50	\$ 6.27	\$ (1.27)	
12	Web2	Professional Web Service	13 Professional Web Service	\$ 15.00	\$ 0.68	\$ 3.83	\$ 1.26	\$ 1.50	\$ 7.27	\$ 7.73	
13	Web2		Additional Storage	\$ 10.00	\$ 0.68	\$ 3.83	\$ 1.26	\$ 1.00	\$ 6.77	\$ 3.23	
40	Web2	Standard Website	41 Standard Website	\$ 9.95	\$ 0.68	\$ 3.83	\$ 1.26	\$ 1.00	\$ 6.77	\$ 3.18	
51	Web2	Non-Profit/Community W	83 Non-Profit/Community Web Site	\$ -	\$ 0.68	\$ 3.83	\$ 1.26	\$ -	\$ 5.77	\$ (5.77)	
52	Web2	Yearly Basic Web Service	88 Yearly Basic Web Service	\$ 60.00	\$ 0.68	\$ 3.83	\$ 1.26	\$ 6.00	\$ 11.77	\$ (6.77)	Monthly Equivalent
55	Web2	Yearly Professional Web S	119 Yearly Professional Web Service	\$ 40.00	\$ 0.68	\$ 3.83	\$ 1.26	\$ 4.00	\$ 9.77	\$ (6.44)	Monthly Equivalent
100	Web2	Premium Web Service	298 Premium Web Service	\$ 19.95	\$ 0.68	\$ 3.83	\$ 1.26	\$ 2.00	\$ 7.77	\$ 12.18	
102	Web2	Standard Yearly Website	301 Standard Yearly Website	\$ 119.40	\$ 0.68	\$ 3.83	\$ 1.26	\$ 11.94	\$ 17.71	\$ (7.76)	Monthly Equivalent

Sequence	Class	Service	RGID	Service	Price	\$ 41,990.02	Customer Count	Vendor / Method	Hard Costs	Support Cost (Avera	Capital Improvemen	Overhead	Cost per unit	Rate Net	Notes:
1	Dialup	Regular Dialup	1	Regular Dialup	\$ 19.95	\$ 28.00	28.00	Purchase Dial up Modern, Call 48	\$ 2.40	\$ 1.00		\$ 2.00	\$ 5.40	\$14.56	
2	Dialup			Regular Dialup Overtime (	\$ 0.33	\$ -	0.00					\$ 0.03	\$ 0.03	\$0.30	
3	Dialup			Setup Fee	\$ 20.00	\$ -	0.00			\$ 48.00		\$ 2.00	\$ 50.00	(\$30.00)	One Time
4	Dialup	Basic Dialup	2	Basic Dialup	\$ 9.95	\$ 34.00	34.00	Purchase Dial up Modern, Call 48	\$ 2.40	\$ 1.00		\$ 1.00	\$ 4.40	\$5.56	
5	Dialup			Basic Rate Overtime (\$0.:	\$ 0.33	\$ -	0.00					\$ 0.03	\$ 0.03	\$0.30	
6	Dialup			Basic Rate Overtime (\$2.:	\$ 2.50	\$ -	0.00					\$ 0.25	\$ 0.25	\$2.25	
7	Dialup			Setup Fee	\$ 20.00	\$ -	0.00			\$ 48.00		\$ 2.00	\$ 50.00	(\$30.00)	One Time
8	Dialup	NonProfit/Community Dialup	9	NonProfit/Community Dic	\$ -	\$ -	4.00	Purchase Dial up Modern, Call 48	\$ 2.40			\$ -	\$ 2.40	(\$2.40)	
9	Dialup			Non-Profit Overtime	\$ 0.33	\$ -	0.00					\$ 0.03	\$ 0.03	\$0.30	
43	Dialup	MUSD Dialup	66	MUSD Dialup	\$ -	\$ -	37.00	Purchase Dial up Modern, Call 48	\$ 2.40			\$ -	\$ 2.40	(\$2.40)	
44	Dialup			MUSD Dialup Overtime	\$ 0.33	\$ -	0.00					\$ 0.03	\$ 0.03	\$0.30	
45	Dialup	FBUSD Dialup Account Overtime	71	FBUSD Dialup Account	\$ -	\$ -	7.00		\$ 2.40			\$ -	\$ 2.40	(\$2.40)	
46	Dialup			Overtime	\$ 0.33	\$ -	0.00					\$ 0.03	\$ 0.03	\$0.30	
47	Dialup	Manchester USD Dialup Account	72	Manchester USD Dialup A	\$ 10.00	\$ -	2.00		\$ 2.40			\$ 1.00	\$ 3.40	\$6.60	
48	Dialup			Free Manchester USD Dia	\$ 0.33	\$ -	0.00					\$ 0.03	\$ 0.03	\$0.30	
49	Dialup	FBUSD Discount Dialup	75	FBUSD Discount Dialup	\$ 10.00	\$ -	3.00		\$ 2.40			\$ 1.00	\$ 3.40	\$6.60	
50	Dialup			FBUSD Discount Overtim	\$ 0.33	\$ -	0.00					\$ 0.03	\$ 0.03	\$0.30	
59	Dialup	AVUSD Discount Dialup	126	AVUSD Discount Dialup	\$ 10.00	\$ -	3.00		\$ 2.40			\$ 1.00	\$ 3.40	\$6.60	
60	Dialup			AVUSD Overtime past 15f	\$ 0.33	\$ -	0.00					\$ 0.03	\$ 0.03	\$0.30	
61	Dialup	CR Support Dialup 150 hours per month	147	CR Support Dialup 150 hc	\$ 8.00	\$ -	1.00		\$ 2.40			\$ 0.80	\$ 3.20	\$4.80	
62	Dialup			CR Support Overtime	\$ 0.33	\$ -	0.00					\$ 0.03	\$ 0.03	\$0.30	
63	Dialup	Yearly Basic Dialup Account	148	Yearly Basic Dialup Accot	\$ 119.40	\$ -	3.00		\$ 2.40			\$ 11.94	\$ 14.34	(\$4.39)	Monthly Equivalent
64	Dialup			Setup Fee	\$ 20.00	\$ -	0.00			\$ 48.00		\$ 2.00	\$ 50.00	(\$30.00)	One Time
65	Dialup	Yearly Basic Overtime	149	Yearly Basic Overtime	\$ -	\$ -	2.00		\$ 2.40			\$ -	\$ 2.40	(\$2.40)	Monthly Equivalent
66	Dialup			Yearly Basic Overtime	\$ 2.50	\$ -	0.00					\$ 0.25	\$ 0.25	\$2.25	
67	Dialup	CR Associate Dialup	150	CR Associate Dialup	\$ 14.95	\$ -	1.00		\$ 2.40			\$ 1.50	\$ 3.90	\$11.06	
68	Dialup			CR Associate Overtime	\$ 0.33	\$ -	0.00					\$ 0.03	\$ 0.03	\$0.30	
73	Dialup	Willits Unified School Dialup	191	Willits Unified School Dia	\$ 10.00	\$ -	1.00		\$ 2.40			\$ 1.00	\$ 3.40	\$6.60	
74	Dialup			Willits Unified School Dia	\$ 0.33	\$ -	0.00					\$ 0.03	\$ 0.03	\$0.30	
79	Dialup	MUSD Retiree Dialup	197	MUSD Retiree Dialup	\$ -	\$ -	44.00		\$ 2.40			\$ -	\$ 2.40	(\$2.40)	
80	Dialup			MUSD Retiree Dialup Ove	\$ 0.33	\$ -	0.00					\$ 0.03	\$ 0.03		
91	DSL	DSL Basic MONTHLY	242	DSL Basic Residential MC	\$ 42.20	\$ 1.00	1.00	Purchase DSL Loop Ikano	\$ 19.95	\$ 1.00		\$ 4.22	\$ 25.17	\$17.03	
93	DSL	DSL Advanced Residential MONTHLY	244	DSL Advanced Residential	\$ 47.20	\$ 2.00	2.00	Purchase DSL Loop Ikano	\$ 24.95	\$ 1.00		\$ 4.72	\$ 30.67	\$16.53	
99	DSL	DSL Premium Residential MONTHLY	284	DSL Premium Residential	\$ 51.20	\$ 1.00	1.00	Purchase DSL Loop Ikano	\$ 34.95	\$ 1.00		\$ 5.12	\$ 41.07	\$10.13	
10	Email	Email Account	11	Email Account	\$ 4.00	\$ 2,429.68	1004.00		\$ 0.43	\$ 2.42	\$ 0.80	\$ 0.40	\$ 4.05	(\$0.05)	
23	Email	Additional E-Mail Storage	25	Additional E-Mail Storage	\$ -	\$ 4,735.94	1957.00		\$ 0.43	\$ 2.42	\$ 0.80	\$ -	\$ 3.65	(\$3.65)	
24	Email	Email Storage (Bundled Accounts)		250 MB to 500 MB	\$ 1.00	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.00	\$ 0.10	\$ 2.95	(\$1.95)	
25	Email			500 MB to 1 GB	\$ 2.00	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.01	\$ 0.20	\$ 3.06	(\$1.06)	
26	Email			1 GB to 2 GB	\$ 3.50	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.01	\$ 0.35	\$ 3.21	\$0.29	
27	Email			2 GB to 5 GB	\$ 5.00	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.25	\$ 0.50	\$ 3.60	\$1.40	
28	Email			5 GB to 20 GB	\$ 8.95	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.10	\$ 0.90	\$ 3.85	\$5.11	
29	Email			20GB to 50GB	\$ 10.95	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.25	\$ 1.10	\$ 4.20	\$6.76	
30	Email			50GB to 80GB	\$ 12.95	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.40	\$ 1.30	\$ 4.55	\$8.41	
31	Email			80GB to 125GB	\$ 14.95	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.63	\$ 1.50	\$ 4.97	\$9.98	
32	Email	Email Storage (Paid Accounts)		500 MB to 1 GB	\$ 4.00	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.01	\$ 0.40	\$ 3.26	\$0.75	
33	Email			1 GB to 2 GB	\$ 5.00	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.01	\$ 0.50	\$ 3.36	\$1.64	
34	Email			2 GB to 5 GB	\$ 6.50	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.25	\$ 0.65	\$ 3.75	\$2.75	
35	Email			5 GB to 20 GB	\$ 10.50	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.10	\$ 1.05	\$ 4.00	\$6.50	
36	Email			20GB to 50GB	\$ 12.50	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.25	\$ 1.25	\$ 4.35	\$8.15	
37	Email			50GB to 80GB	\$ 14.50	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.40	\$ 1.45	\$ 4.70	\$9.80	
38	Email			80GB to 125GB	\$ 16.50	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.63	\$ 1.65	\$ 5.13	\$11.38	
57	Email	Yearly E-Mail Pre-Pay	121	Yearly E-Mail Pre-Pay	\$ 48.00	\$ 2,717.66	1123.00		\$ 0.43	\$ 2.42	\$ 0.63	\$ 4.80	\$ 8.28	(\$4.28)	Monthly Equivalent
69	Email	MUSD E-Mail	152	MUSD E-Mail	\$ -	\$ 266.20	110.00		\$ 0.43	\$ 2.42	\$ 0.63	\$ -	\$ 3.48	(\$3.48)	
70	Email			MUSD E-Mail	\$ -	\$ -	0.00		\$ 0.43	\$ 2.42	\$ 0.63	\$ -	\$ 3.48	(\$3.48)	
71	Email	Non-Profit/Community E-Mail	153	Non-Profit/Community E-	\$ -	\$ 150.04	62.00		\$ 0.43	\$ 2.42	\$ 0.63	\$ -	\$ 3.48	(\$3.48)	
393	Equipment	VS- Single Port			\$ 64.95	\$ -	0.00	Walker / Netceed	\$ 43.30	\$ 12.00		\$ 6.50	\$ 61.80	\$3.16	One Time/Per Unit
394	Equipment	W- ADSL Wireless, Zyxel		W- ADSL Wireless, Zyxel	\$ 99.95	\$ -	0.00	Walker / Netceed	\$ 66.63	\$ 12.00		\$ 10.00	\$ 88.63	\$11.33	One Time/Per Unit
395	Equipment	VW- Zyxel VDSL Wireless		VW- Zyxel VDSL Wireless	\$ 174.95	\$ -	0.00	Walker / Netceed	\$ 116.63	\$ 12.00		\$ 17.50	\$ 146.13	\$28.83	One Time/Per Unit
396	Equipment	VB- Zyxel VDSL Bonded Wireless		VB- Zyxel VDSL Bonded W	\$ 199.95	\$ -	0.00	Walker / Netceed	\$ 133.30	\$ 12.00		\$ 20.00	\$ 165.30	\$34.66	One Time/Per Unit
397	Equipment	VBS- Zyxel VDSL Bonded Single Port		VBS- Zyxel VDSL Bonded :	\$ 99.95	\$ -	0.00	Walker / Netceed	\$ 66.63	\$ 12.00		\$ 10.00	\$ 88.63	\$11.33	One Time/Per Unit
398	Equipment	Grandstream DP720-Handset		Grandstream DP720-Han	\$ 54.95	\$ -	0.00	Streakwave	\$ 36.63	\$ 12.00		\$ 5.50	\$ 54.13	\$0.83	One Time/Per Unit
399	Equipment	Grandstream DP730-Handset W/LCD		Grandstream DP730-Han	\$ 99.95	\$ -	0.00	Streakwave	\$ 66.63	\$ 12.00		\$ 10.00	\$ 88.63	\$11.33	One Time/Per Unit
400	Equipment	Grandstream DP750-Base		Grandstream DP750-Basi	\$ 54.95	\$ -	0.00	Streakwave	\$ 36.63	\$ 12.00		\$ 5.50	\$ 54.13	\$0.83	One Time/Per Unit
401	Equipment	Grandstream DP752-Base		Grandstream DP752-Basi	\$ 54.95	\$ -	0.00	Streakwave	\$ 36.63	\$ 12.00		\$ 5.50	\$ 54.13	\$0.83	One Time/Per Unit
402	Equipment	Grandstream TA-2 port		Grandstream TA-2 port	\$ 49.95	\$ -	0.00	Streakwave	\$ 33.30	\$ 12.00		\$ 5.00	\$ 50.30	(\$0.34)	One Time/Per Unit
403	Equipment	Grandstream TA4-4 Port		Grandstream TA4-4 Port	\$ 99.95	\$ -	0.00	Streakwave	\$ 66.63	\$ 12.00		\$ 10.00	\$ 88.63	\$11.33	One Time/Per Unit
404	Equipment	Grandstream 2130-3 Line Phone		Grandstream 2130-3 Line	\$ 99.95	\$ -	0.00	Streakwave	\$ 66.63	\$ 12.00		\$ 10.00	\$ 88.63	\$11.33	One Time/Per Unit
405	Equipment	Grandstream 2160-6 Line Phone		Grandstream 2160-6 Line	\$ 129.95	\$ -	0.00	Streakwave	\$ 86.63	\$ 12.00		\$ 13.00	\$ 111.63	\$18.33	One Time/Per Unit
406	Equipment	Grandstream 2170-12 Line Phone		Grandstream 2170-12 Lin	\$ 134.95	\$ -	0.00	Streakwave	\$ 89.97	\$ 12.00		\$ 13.50	\$ 115.47	\$19.49	One Time/Per Unit
407	Equipment	TP Link 5 Port Network Switch		TP Link 5 Port Network Sw	\$ 32.95	\$ -	0.00	Amazon	\$ 21.97	\$ -		\$ 3.30	\$ 25.27	\$7.69	One Time/Per Unit
					\$ -	\$ -	0.00		\$ -	\$ -		\$ -	\$ -	\$0.00	
283	Fiber	Tier C- 20 Mbps	490	Tier C- 20 Mbps	\$ 225.95	\$ -	0.00	AT&T / In house Bandwidth	\$ 133.00			\$ 22.60	\$ 155.60	\$70.36	
284	Fiber			Port Fee	\$ 209.00	\$ -	0.00	AT&T / In house Bandwidth	\$ 209.00			\$ 20.90	\$ 229.90	(\$20.90)	
285	Fiber			Setup Fee	\$ 500.00	\$ -	0.00	AT&T / In house Bandwidth	\$ 300.00	\$ 192.00		\$ 50.00	\$ 542.00	(\$42.00)	
286	Fiber	Tier C - 50 Mbps	491	Tier C - 50 Mbps	\$ 360.95	\$ -	0.00	AT&T / In house Bandwidth	\$ 253.00			\$ 36.10	\$ 289.10	\$71.86	
287	Fiber			Port Fee	\$ 209.00	\$ -	0.00	AT&T / In house Bandwidth	\$ 209.00			\$ 20.90	\$ 229.90	(\$20.90)	
288	Fiber			Setup Fee	\$ 500.00	\$ -	0.00	AT&T / In house Bandwidth	\$ 300.00	\$ 192.00		\$ 50.00	\$ 542.00	(\$42.00)	
289	Fiber	Tier C - 100 Mbps	492	Tier C - 100 Mbps	\$ 500.95	\$ -	0.00	AT&T / In house Bandwidth	\$ 368.00			\$ 50.10	\$ 418.10	\$82.86	
290	Fiber			Port Fee	\$ 209.00	\$ -	0.00	AT&T / In house Bandwidth	\$ 209.00			\$ 20.90	\$ 229.90	(\$20.90)	
291	Fiber			Setup Fee	\$ 500.00	\$ -	0.00	AT&T / In house Bandwidth	\$ 300.00	\$ 192.00		\$ 50.00	\$ 542.00	(\$42.00)	
292	Fiber	Tier C - 250 Mbps	494	Tier C - 250 Mbps	\$ 820.95	\$ -	1.00	AT&T / In house Bandwidth	\$ 570.00			\$ 82.10	\$ 652.10	\$168.86	
293	Fiber			Port Fee	\$ 209.00	\$ -	0.00	AT&T / In house Bandwidth	\$ 209.00			\$ 20.90	\$ 229.90	(\$20.90)	
294	Fiber			Setup Fee	\$ 500.00	\$ -	0.00	AT&T / In house Bandwidth	\$ 300.00	\$ 192.00		\$ 50.00	\$ 542.00	(\$42.00)	
295	Fiber	Tier C - 500 Mbps	495	Tier C - 500 Mbps	\$ 950.95	\$ -	1.00	AT&T / In house Bandwidth	\$ 613.00			\$ 95.10	\$ 708.10	\$242.86	
296	Fiber			Port Fee	\$ 209.00	\$ -	0.00	AT&T / In house Bandwidth	\$ 209.00			\$ 20.90	\$ 229.90	(\$20.90)	
297	Fiber			Setup Fee	\$ 500.00	\$ -	0.00	AT&T / In house Bandwidth	\$ 300.00	\$ 192.00		\$ 50.00	\$ 542.00	(\$42.00)	
298	Fiber	Tier C - 1000 Mbps	496	Tier C - 1000 Mbps	\$ 1,100.95	\$ -	0.00	AT&T / In house Bandwidth	\$ 742.00			\$ 110.10	\$ 852.10	\$248.86	
299	Fiber			Port Fee	\$ 209.00	\$ -	0.00	AT&T / In house Bandwidth	\$ 209.00			\$ 20.90	\$ 229.90	(\$20.90)	
300	Fiber			Setup Fee	\$ 500.00	\$ -	0.00	AT&T / In house Bandwidth	\$ 300.00	\$ 192.00		\$ 50.00	\$ 542.00	(\$42.00)	
301	Fiber	Tier 1 - 20 Mbps	498	Tier 1 - 20 Mbps	\$ 240.95	\$ -	0.00	AT&T / In house Bandwidth	\$ 171.00			\$ 24.10	\$ 195.10	\$45.86	
302	Fiber			Port Fee	\$ 209.00	\$ -	0.00	AT&T / In house Bandwidth	\$ 209.00			\$ 20.90	\$ 229.90	(\$20.90)	
303	Fiber			Setup Fee	\$ 500.00	\$ -	0.00	AT&T / In house Bandwidth	\$ 300.00	\$ 192.00		\$ 50.00	\$ 542.00	(\$42.00)	
304	Fiber	Tier 1 -													



139	Fusion		Sonic Telecom - Federal L	\$	-	\$	-	0.00	Sonic Telecom		\$	-	\$	-		Passthrough					
140	Fusion		Sonic Telecom - Fusion V	\$	-	\$	-	0.00	Sonic Telecom		\$	-	\$	-		Passthrough					
141	Fusion		Sonic Telecom - Property	\$	-	\$	-	0.00	Sonic Telecom		\$	-	\$	-		Passthrough					
142	Fusion		Sonic Telecom - Regulate	\$	-	\$	-	0.00	Sonic Telecom		\$	-	\$	-		Passthrough					
143	Fusion		Sonic Telecom - State anc	\$	-	\$	-	0.00	Sonic Telecom		\$	-	\$	-		Passthrough					
144	Fusion		Sonic Telecom - State Pro	\$	-	\$	-	0.00	Sonic Telecom		\$	-	\$	-		Passthrough					
145	Fusion		Sonic Telecom - Voice Re	\$	-	\$	-	0.00	Sonic Telecom		\$	-	\$	-		Passthrough					
146	Fusion		Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom		\$	-	\$	-		Passthrough					
147	Fusion	Fusion Residential Bonded Data Service	320	Fusion Residential Bonde	\$	115.95	\$	915.00	61.00	Sonic Telecom	\$	109.13	\$	15.00	\$	11.60	\$	135.73	(\$19.78)		
148	Fusion			Fusion Static IP Service	\$	10.00	\$	-	0.00	Sonic Telecom	\$	10.00			\$	1.00	\$	11.00	(\$1.00)		
149	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
150	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
151	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
152	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
153	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
154	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
155	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
156	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
157	Fusion			Sonic Telecom - FCC Inte	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
158	Fusion			Sonic Telecom - Federal S	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
159	Fusion			Sonic Telecom - Federal L	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
160	Fusion			Sonic Telecom - Fusion V	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
161	Fusion			Sonic Telecom - Property	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
162	Fusion			Sonic Telecom - Regulate	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
163	Fusion			Sonic Telecom - State anc	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
164	Fusion			Sonic Telecom - State Pro	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
165	Fusion			Sonic Telecom - Voice Re	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
166	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
167	Fusion	Fusion Business Bonded Service	321	Fusion Business Bonded	\$	127.95	\$	1,590.00	106.00	Sonic Telecom	\$	119.13	\$	15.00	\$	12.80	\$	146.93	(\$18.98)		
168	Fusion			Fusion Static IP Service	\$	20.00	\$	-	0.00	Sonic Telecom	\$	20.00			\$	2.00	\$	22.00	(\$2.00)		
169	Fusion			Fusion Static IP Service (4	\$	30.00	\$	-	0.00	Sonic Telecom	\$	30.00			\$	3.00	\$	33.00	(\$3.00)		
170	Fusion			Fusion Static IP Service (8	\$	30.00	\$	-	0.00	Sonic Telecom	\$	30.00			\$	3.00	\$	33.00	(\$3.00)		
171	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
172	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
173	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
174	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
175	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
176	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
177	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
178	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
179	Fusion			Sonic Telecom - FCC Inte	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
180	Fusion			Sonic Telecom - Federal S	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
181	Fusion			Sonic Telecom - Federal L	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
182	Fusion			Sonic Telecom - Fusion V	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
183	Fusion			Sonic Telecom - Property	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
184	Fusion			Sonic Telecom - Regulate	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
185	Fusion			Sonic Telecom - State anc	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
186	Fusion			Sonic Telecom - State Pro	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
187	Fusion			Sonic Telecom - Voice Re	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
188	Fusion			Sonic Telecom - Californi	\$	-	\$	-	0.00	Sonic Telecom	\$	-	\$	-					Passthrough		
191	Equipment Rer	Single Port Modem Rental	349	Single Port Modem	\$	6.00	\$	-	0.00	Walker / Netceed	\$	1.81	\$	2.00	\$	0.60	\$	4.41	\$1.59		
192	Equipment Rer	Wireless Modem Rental	350	Wireless Modem Rental	\$	8.00	\$	272.00	136.00	Walker / Netceed	\$	4.86	\$	2.00	\$	0.80	\$	7.66	\$0.34		
193	Equipment Rer	Bonded Modem Rental	351	Bonded Modem Rental	\$	10.00	\$	40.00	20.00	Walker / Netceed	\$	5.55	\$	2.00	\$	1.00	\$	8.55	\$1.45		
227	Open Air	Open Air Residential 50	423	Open Air Residential 50	\$	54.95	\$	1,680.00	168.00	In House / Local Service	\$	8.39	\$	10.00	\$	18.52	\$	5.50	\$	42.41	\$12.55
228	Open Air			Annual Service	\$	659.40	\$	-	0.00	In House / Local Service	\$	8.39	\$	10.00	\$	18.52	\$	65.94	\$	102.85	(\$47.90)
229	Open Air			Setup Fee	\$	100.00	\$	-	0.00	In House / Local Service	\$	250.00	\$	192.00	\$	-	\$	10.00	\$	452.00	(\$352.00)
230	Open Air			Static IP Address	\$	5.00	\$	-	0.00	In House / Local Service	\$	-	\$	-	\$	0.50	\$	0.50	\$	\$4.50	
231	Open Air	Open Air Residential 100	424	Open Air Residential 100	\$	74.95	\$	740.00	74.00	In House / Local Service	\$	8.39	\$	10.00	\$	18.52	\$	7.50	\$	44.41	\$30.55
232	Open Air			Annual Service	\$	899.40	\$	-	0.00	In House / Local Service	\$	8.39	\$	10.00	\$	18.52	\$	89.94	\$	126.85	(\$51.90)
233	Open Air			Setup Fee	\$	100.00	\$	-	0.00	In House / Local Service	\$	250.00	\$	192.00	\$	-	\$	10.00	\$	452.00	(\$352.00)
234	Open Air			Static IP Address	\$	5.00	\$	-	0.00	In House / Local Service	\$	-	\$	-	\$	0.50	\$	0.50	\$	\$4.50	
235	Open Air	Open Air Business 50	425	Open Air Business 50	\$	64.95	\$	690.00	69.00	In House / Local Service	\$	8.39	\$	10.00	\$	18.52	\$	6.50	\$	43.41	\$21.55
236	Open Air			Annual Service	\$	779.40	\$	-	0.00	In House / Local Service	\$	8.39	\$	10.00	\$	18.52	\$	77.94	\$	114.85	(\$49.90)
237	Open Air			Setup Fee	\$	100.00	\$	-	0.00	In House / Local Service	\$	250.00	\$	192.00	\$	-	\$	10.00	\$	452.00	(\$352.00)
238	Open Air			Static IP Address	\$	10.00	\$	-	0.00	In House / Local Service	\$	-	\$	-	\$	1.00	\$	1.00	\$	\$9.00	
239	Open Air	Open Air Business 100	426	Open Air Business 100	\$	84.95	\$	460.00	46.00	In House / Local Service	\$	8.39	\$	10.00	\$	18.52	\$	8.50	\$	45.41	\$39.55
240	Open Air			Annual Service	\$	1,019.40	\$	-	0.00	In House / Local Service	\$	8.39	\$	10.00	\$	18.52	\$	101.94	\$	138.85	(\$53.90)
241	Open Air			Setup Fee	\$	100.00	\$	-	0.00	In House / Local Service	\$	250.00	\$	192.00	\$	-	\$	10.00	\$	452.00	(\$352.00)
242	Open Air			Static IP Address	\$	10.00	\$	-	0.00	In House / Local Service	\$	-	\$	-	\$	1.00	\$	1.00	\$	\$9.00	
243	Open Air	WiFi Extender	436	Vilo Extender 1-3	\$	10.00	\$	272.00	34.00	In House / Local Service	\$	6.67	\$	8.00	\$	1.00	\$	15.67	\$	(\$5.67)	
244	Open Air			Each Additional	\$	5.00	\$	-	0.00	In House / Local Service	\$	6.67	\$	8.00	\$	0.50	\$	15.17	\$	(\$10.17)	
245	Open Air	Open Air Long Range 6	440	Open Air Long Range 6	\$	44.95	\$	56.00	28.00	In House / Local Service	\$	8.39	\$	2.00	\$	18.52	\$	4.50	\$	33.41	\$11.55
246	Open Air			Annual Service	\$	539.40	\$	-	0.00	In House / Local Service	\$	8.39	\$	2.00	\$	18.52	\$	53.94	\$	82.85	(\$37.90)
247	Open Air			Setup Fee	\$	150.00	\$	-	0.00	In House / Local Service	\$	250.00	\$	192.00	\$	-	\$	15.00	\$	457.00	(\$307.00)
248	Open Air	Open Air Long Range 12	441	Open Air Long Range 12	\$	64.95	\$	60.00	12.00	In House / Local Service	\$	8.39	\$	5.00	\$	18.52	\$	6.50	\$	38.41	\$26.55
249	Open Air			Annual Service	\$	779.40	\$	-	0.00	In House / Local Service	\$	8.39	\$	5.00	\$	18.52	\$	77.94	\$	109.85	(\$44.90)
250	Open Air			Setup Fee	\$	150.00	\$	-	0.00	In House / Local Service	\$	250.00	\$	192.00	\$	-	\$	15.00	\$	457.00	(\$307.00)
251	Open Air	Open Air Long Range 18	442	Open Air Long Range 18	\$	84.95	\$	40.00	8.00	In House / Local Service	\$	8.39	\$	5.00	\$	18.52	\$	8.50	\$	40.41	\$44.55
252	Open Air			Annual Service	\$	1,019.40	\$	-	0.00	In House / Local Service	\$	8.39	\$	5.00	\$	18.52	\$	101.94	\$	133.85	(\$48.90)
253	Open Air			Setup Fee	\$	150.00	\$	-	0.00	In House / Local Service	\$	250.00	\$	192.00	\$	-	\$	15.00	\$	457.00	(\$307.00)
254	Open Air	Open Air Long Range 25	443	Open Air Long Range 25	\$	104.95	\$	40.00	8.00	In House / Local Service	\$	8.39	\$	5.00	\$	18.52	\$	10.50	\$	42.41	\$62.55
255	Open Air			Annual Service	\$	1,259.40	\$	-	0.00	In House / Local Service	\$	8.39	\$	5.00	\$	18.52	\$	125.94	\$	157.85	(\$52.90)
256	Open Air			Setup Fee	\$	150.00	\$	-	0.00	In House / Local Service	\$	250.00	\$	192.00	\$	-	\$	15.00	\$	457.00	(\$307.00)
257	Open Air	Open Air Long Range Business 6	444	Open Air Long Range Busi	\$	44.95	\$	5.00	1.00	In House / Local Service	\$	8.39	\$	5.00	\$	18.52	\$	4.50	\$	36.41	\$8.55
258	Open Air			Annual Service	\$	539.40	\$	-	0.00	In House / Local Service	\$	8.39	\$	5.00	\$	18.52	\$	53.94	\$	85.85	(\$40.90)
259	Open Air			Setup Fee	\$	150.00	\$	-	0.00	In House / Local Service	\$	250.00	\$	192.00	\$	-	\$	15.00	\$	457.00	(\$307.00)
260	Open Air	Open Air Long Range Business 12	445	Open Air Long Range Busi	\$	64.95	\$	10.00	2.00	In House / Local Service	\$	8.39	\$	5.00	\$	18.52	\$	6.50	\$	38.41	\$26.55
261	Open Air			Annual Service	\$	779.40	\$	-	0.00	In House / Local Service	\$	8.39	\$	5.00	\$	18.52	\$	77.94	\$	109.85	(\$44.90)
262	Open Air			Setup Fee	\$	150.00	\$	-	0.00	In House / Local Service	\$	250.00	\$	192.00</							



280	Open Air	Open Air Setup	474	Open Air Extreme	\$ 349.95	\$ -	0.00	In House / Local Service	\$ 8.39	\$ 5.00	\$ 18.52	\$ 35.00	\$ 66.91	\$283.05	
281	Open Air			Setup Fee	\$ 150.00	\$ -	0.00	In House / Local Service	\$ 250.00	\$ 192.00	\$ -	\$ 15.00	\$ 457.00	(\$307.00)	
373	Open Air	Vilo - (WiFi 6) Extender	528	Vilo 6 Extender 1 to 2 Pac	\$ 10.00	\$ 420.00	14.00	Streakwave	\$ 131.99	\$ 30.00	\$ -	\$ 1.00	\$ 162.99	(\$152.99)	
374	Open Air			Vilo 6 Extender Extra Past	\$ 5.00	\$ -	0.00	Streakwave	\$ 5.00	\$ 1.50	\$ -	\$ 0.50	\$ 7.00	(\$2.00)	
375	Open Air	Open Air X-Press Residential	530	Open Air X-Press	\$ 89.95	\$ 35.00	7.00	AT&T / SimNet	\$ 55.00	\$ 5.00	\$ -	\$ 9.00	\$ 69.00	\$20.96	
376	Open Air			Open Air X-Press Setup Fe	\$ 150.00	\$ -	0.00		\$ 150.00	\$ 144.00	\$ -	\$ 15.00	\$ 309.00	(\$159.00)	
377	Open Air			Property Tax Allotment	\$ -	\$ -	0.00		\$ -	\$ -	\$ -	\$ -	\$ -		Passthrough
378	Open Air			Regulatory Cost Recovery	\$ -	\$ -	0.00		\$ -	\$ -	\$ -	\$ -	\$ -		Passthrough
379	Open Air	Open Air X-Press Business	531	Open Air X-Press Business	\$ 99.95	\$ 25.00	5.00	AT&T / SimNet	\$ 55.00	\$ 5.00	\$ -	\$ 10.00	\$ 70.00	\$29.96	
380	Open Air			Open Air X-Press Setup Ft	\$ 150.00	\$ -	0.00		\$ 150.00	\$ 144.00	\$ -	\$ 15.00	\$ 309.00	(\$159.00)	
381	Open Air			Property Tax Allotment	\$ -	\$ -	0.00	AT&T / SimNet	\$ -	\$ -	\$ -	\$ -	\$ -		Passthrough
382	Open Air			Regulatory Cost Recovery	\$ -	\$ -	0.00		\$ -	\$ -	\$ -	\$ -	\$ -		Passthrough
383	Open Air	Open Air X-Press Rural Business	533	Open Air X-Press Rural Bu	\$ 109.95	\$ 5.00	1.00	AT&T / SimNet	\$ 65.00	\$ 5.00	\$ -	\$ 11.00	\$ 81.00	\$28.96	
384	Open Air			Open Air X-Press Setup Ft	\$ 150.00	\$ -	0.00		\$ 150.00	\$ 144.00	\$ -	\$ 15.00	\$ 309.00	(\$159.00)	
385	Open Air			Property Tax Allotment	\$ -	\$ -	0.00		\$ -	\$ -	\$ -	\$ -	\$ -		Passthrough
386	Open Air			Regulatory Cost Recovery	\$ -	\$ -	0.00		\$ -	\$ -	\$ -	\$ -	\$ -		Passthrough
387	Open Air	Open Air X-Press Rural Residential	534	Open Air X-Press Rural Re	\$ 99.95	\$ 40.00	8.00	AT&T / SimNet	\$ 65.00	\$ 5.00	\$ -	\$ 10.00	\$ 80.00	\$19.96	
388	Open Air			Open Air X-Press Rural Se	\$ 150.00	\$ -	0.00		\$ 150.00	\$ 144.00	\$ -	\$ 15.00	\$ 309.00	(\$159.00)	
389	Open Air			Property Tax Allotment	\$ -	\$ -	0.00		\$ -	\$ -	\$ -	\$ -	\$ -		Passthrough
390	Open Air			Regulatory Cost Recovery	\$ -	\$ -	0.00		\$ -	\$ -	\$ -	\$ -	\$ -		Passthrough
391	Open Air	Open Air X-Press Upgraded Equipment	325	Open Air X-Press Upgrade	\$ 325.00	\$ -	0.00		\$ 325.00	\$ -	\$ -	\$ 32.50	\$ 357.50	(\$32.50)	
189	VOIP	Toll Free Number Service	327	Toll Free Number Service	\$ 6.00	\$ -	9.00	TPX / Thinkq / Bandwidth	\$ 6.00	\$ -	\$ -	\$ 0.60	\$ 6.60	(\$0.60)	
190	VOIP			Toll Free Usage	\$ 0.06	\$ -	0.00	TPX / Thinkq / Bandwidth	\$ 0.04	\$ -	\$ -	\$ 0.01	\$ 0.05	\$0.01	
194	VOIP	MCN Fax to E-Mail Service	352	MCN Fax to E-Mail Service	\$ 10.00	\$ -	4.00	Thing / Bandwidth	\$ 7.50	\$ -	\$ -	\$ 1.00	\$ 8.50	\$1.50	
196	VOIP	MCN Business Digital Voice Service	379	MCN Business Digital Voi	\$ 30.00	\$ 1,830.00	183.00	Thing / Bandwidth	\$ 7.50	\$ 10.00	\$ -	\$ 3.00	\$ 20.50	\$9.50	
197	VOIP			MCN Bus Digital Voice Gu	\$ -	\$ -	0.00	USAC	\$ -	\$ -	\$ -	\$ -	\$ -		Passthrough
198	VOIP			MCN Bus Digital Voice Gu	\$ -	\$ -	0.00	USAC	\$ -	\$ -	\$ -	\$ -	\$ -		Passthrough
207	VOIP			MCN Digital Voice Fax to I	\$ 10.00	\$ -	0.00	Thing / Bandwidth	\$ 7.50	\$ -	\$ -	\$ 1.00	\$ 8.50	\$1.50	
210	VOIP	MCN Residential Digital Voice Service	381	MCN Residential Digital V	\$ 20.00	\$ 2,750.00	275.00	Thing / Bandwidth	\$ 7.50	\$ 10.00	\$ -	\$ 2.00	\$ 19.50	\$0.50	
215	VOIP			MCN Residential Digital V	\$ -	\$ -	0.00	USAC	\$ -	\$ -	\$ -	\$ -	\$ -		Passthrough
216	VOIP			MCN Residential Digital V	\$ -	\$ -	0.00	USAC	\$ -	\$ -	\$ -	\$ -	\$ -		Passthrough
218	VOIP	MUSD Digital Voice	394	MUSD Digital Voice	\$ 7.50	\$ -	1.00	Thing / Bandwidth	\$ 7.50	\$ -	\$ -	\$ 0.75	\$ 8.25	(\$0.75)	
226	VOIP	Telephone Adapter Rental	419	Telephone Adapter Renta	\$ 6.00	\$ -	0.00	In House / Local Service	\$ 1.67	\$ 4.00	\$ -	\$ 0.60	\$ 6.27	(\$0.27)	
15	Web1	List Server	19	List Server	\$ 11.50	\$ 65.11	17.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ 1.15	\$ 6.92	\$4.58	
17	Web1			Setup Fee	\$ 5.00	\$ -	0.00		\$ -	\$ 24.00	\$ -	\$ 0.50	\$ 24.50	(\$19.50)	
18	Web1	Domain Service	20	Domain Service	\$ 5.00	\$ 3,033.35	792.00	In House / Local Service / IRRP	\$ 0.68	\$ 3.83	\$ 1.26	\$ 0.50	\$ 6.27	(\$1.27)	
21	Web1	Co-Host Windows & Unix	24	Co-Host Windows & Unix	\$ 80.00	\$ 40.00	2.00	In House / Local Service	\$ 80.00	\$ 20.00	\$ -	\$ 8.00	\$ 108.00	(\$28.00)	
22	Web1			Setup Fee	\$ 200.00	\$ -	0.00		\$ 200.00	\$ 50.00	\$ -	\$ 20.00	\$ 270.00	(\$70.00)	
39	Web1	Non Profit/Community/School Domain Serv	33	Non Profit/Community/Sc	\$ -	\$ 38.30	10.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ -	\$ 5.77	(\$5.77)	
41	Web1	Yearly Domain Host Rate	48	Yearly Domain Host Rate	\$ 60.00	\$ 360.02	94.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ 6.00	\$ 11.77	(\$6.77)	Monthly Equivalent
58	Web1	Yearly Listserve/Autoresponder	125	Yearly Listserve/Autoresp	\$ 138.00	\$ 7.66	2.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ 13.80	\$ 19.57	(\$8.07)	
72	Web1	Non-Profit/Community/School ListServ	154	Non-Profit/Community/Sc	\$ -	\$ 344.70	90.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ -	\$ 5.77	(\$5.77)	
75	Web1	Secure Certificate	193	Secure Certificate	\$ 195.00	\$ 7.66	2.00		\$ 12.00	\$ 3.83	\$ 1.26	\$ 19.50	\$ 36.59	(\$20.34)	
77	Web1	MySQL Database	194	MySQL Database	\$ 4.95	\$ 540.03	141.00	In House / Local Service	\$ 2.00	\$ 3.83	\$ 1.26	\$ 0.50	\$ 7.59	(\$2.64)	
81	Web1	WebTools	220	Business Card	\$ 6.00	\$ 19.15	5.00		\$ 3.00	\$ 3.83	\$ 1.26	\$ 0.60	\$ 8.69	(\$2.69)	
82	Web1			Starter Website	\$ 7.00	\$ -	0.00		\$ 4.00	\$ 3.83	\$ 1.26	\$ 0.70	\$ 9.79	(\$2.79)	
83	Web1			Personal Website	\$ 9.00	\$ -	0.00		\$ 5.00	\$ 3.83	\$ 1.26	\$ 0.90	\$ 10.99	(\$1.99)	
84	Web1			Small Business Website	\$ 11.00	\$ -	0.00		\$ 7.00	\$ 3.83	\$ 1.26	\$ 1.10	\$ 13.19	(\$2.19)	
85	Web1			Ecommerce Website	\$ 15.00	\$ -	0.00		\$ 8.00	\$ 3.83	\$ 1.26	\$ 1.50	\$ 14.59	\$0.41	
86	Web1			Business Card Export	\$ 15.00	\$ -	0.00		\$ 8.00	\$ 3.83	\$ 1.26	\$ 1.50	\$ 14.59	\$0.41	
87	Web1			Starter Website Export	\$ 17.00	\$ -	0.00		\$ 9.00	\$ 3.83	\$ 1.26	\$ 1.70	\$ 15.79	\$1.21	
88	Web1			Personal Website Export	\$ 20.00	\$ -	0.00		\$ 12.00	\$ 3.83	\$ 1.26	\$ 2.00	\$ 19.09	\$0.91	
89	Web1			Small Business Website E	\$ 20.00	\$ -	0.00		\$ 12.00	\$ 3.83	\$ 1.26	\$ 2.00	\$ 19.09	\$0.91	
90	Web1			Ecommerce Website Expr	\$ 35.00	\$ -	0.00		\$ 15.00	\$ 3.83	\$ 1.26	\$ 3.50	\$ 23.59	\$11.41	
94	Web1	MCN Starter Blog	276	MCN Starter Blog	\$ 4.95	\$ 3.83	1.00	In House / Local Service	\$ 1.00	\$ 3.83	\$ 1.26	\$ 0.50	\$ 6.59	(\$1.64)	
95	Web1	MCN Basic Blog	277	MCN Basic Blog	\$ 8.95	\$ 3.83	1.00	In House / Local Service	\$ 3.00	\$ 3.83	\$ 1.26	\$ 0.90	\$ 8.99	(\$0.04)	
96	Web1	MCN SimpleBlog 10 MB Storage, 200MB Tra	278	MCN SimpleBlog 10 MB S	\$ 4.95	\$ 3.83	1.00	In House / Local Service	\$ 2.00	\$ 3.83	\$ 1.26	\$ 0.50	\$ 7.59	(\$2.64)	
97	Web1			Yearly MCN SimpleBlog 1	\$ 59.40	\$ -	0.00	In House / Local Service	\$ 2.00	\$ 3.83	\$ 1.26	\$ 5.94	\$ 13.03	(\$8.08)	Monthly Equivalent
98	Web1	Yearly MySQL Database	280	Yearly MySQL Database	\$ 59.40	\$ 34.47	9.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ 5.94	\$ 11.71	(\$6.76)	Monthly Equivalent
103	Web1	Yearly Web Tools	311	Yearly Web Tools	\$ 132.00	\$ 11.49	3.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ 13.20	\$ 18.97	(\$7.97)	Monthly Equivalent
219	Web1	.NET Yearly Domain Registration	408	.NET Yearly Domain Regis	\$ 20.30	\$ 6.68	88.00	IRRP (iDotz)	\$ 14.82	\$ 0.08	\$ -	\$ 2.03	\$ 16.93	\$3.37	Annual Fee
220	Web1	.CO Yearly Domain Registration	412	.CO Yearly Domain Regist	\$ 39.95	\$ 6.68	14.00	IRRP (iDotz)	\$ 11.35	\$ 0.48	\$ -	\$ 4.00	\$ 15.82	\$24.13	Annual Fee
221	Web1	.US Yearly Domain Registration	413	.US Yearly Domain Regist	\$ 19.95	\$ 6.68	18.00	IRRP (iDotz)	\$ 8.38	\$ 0.37	\$ -	\$ 2.00	\$ 10.75	\$9.20	Annual Fee
222	Web1	.BIZ Yearly Domain Registration	414	.BIZ Yearly Domain Regist	\$ 24.95	\$ 6.68	9.00	IRRP (iDotz)	\$ 18.70	\$ 0.74	\$ -	\$ 2.50	\$ 21.94	\$3.01	Annual Fee
223	Web1	.INFO Yearly Domain Registration	415	.INFO Yearly Domain Regi	\$ 29.95	\$ 6.68	21.00	IRRP (iDotz)	\$ 27.13	\$ 0.32	\$ -	\$ 3.00	\$ 30.44	(\$0.49)	Annual Fee
224	Web1	.COM Yearly Domain Registration	416	.COM Yearly Domain Regi	\$ 19.95	\$ 6.68	1065.00	IRRP (iDotz)	\$ 12.29	\$ 0.01	\$ -	\$ 2.00	\$ 14.29	\$5.66	Annual Fee
225	Web1	.ORG Yearly Domain Registration	417	.ORG Yearly Domain Regi	\$ 19.95	\$ 6.68	268.00	IRRP (iDotz)	\$ 12.35	\$ 0.02	\$ -	\$ 2.00	\$ 14.37	\$5.58	Annual Fee
11	Web2	Basic Web Service	12	Basic Web Service	\$ 5.00	\$ 275.76	72.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ 0.50	\$ 6.27	(\$1.27)	
12	Web2	Professional Web Service	13	Professional Web Service	\$ 15.00	\$ 11.49	3.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ 1.50	\$ 7.27	\$7.73	
13	Web2			Additional Storage	\$ 10.00	\$ -	0.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ 1.00	\$ 6.77	\$3.23	
14	Web2			Setup Fee	\$ 40.00	\$ -	0.00		\$ 9.41	\$ 1.50	\$ -	\$ 4.00	\$ 14.91	\$25.09	
40	Web2	Standard Website	41	Standard Website	\$ 9.95	\$ 972.82	254.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ 1.00	\$ 6.77	\$3.18	
51	Web2	Non-Profit/Community Web Site	83	Non-Profit/Community W	\$ -	\$ 337.04	88.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ -	\$ 5.77	(\$5.77)	
52	Web2	Yearly Basic Web Service	88	Yearly Basic Web Service	\$ 60.00	\$ 7.66	2.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ 6.00	\$ 11.77	(\$6.77)	Monthly Equivalent
55	Web2	Yearly Professional Web Service	119	Yearly Professional Web S	\$ 40.00	\$ 3.83	1.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ 4.00	\$ 9.77	(\$6.44)	Monthly Equivalent
56	Web2			Setup Fee	\$ 180.00	\$ -	0.00	In House / Local Service	\$ -	\$ 1.50	\$ -	\$ 18.00	\$ 19.50	\$160.50	
100	Web2	Premium Web Service	298	Premium Web Service	\$ 19.95	\$ 7.66	2.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ 2.00	\$ 7.77	\$12.18	
102	Web2	Standard Yearly Website	301	Standard Yearly Website	\$ 119.40	\$ 88.09	23.00	In House / Local Service	\$ 0.68	\$ 3.83	\$ 1.26	\$ 11.94	\$ 17.71	(\$7.76)	Monthly Equivalent

**From:** [Jacob Patterson](#)  
**To:** [City Clerk](#)  
**Subject:** Public Comment -- 6/23/25 CC Mtg., Item No. 7B, Broadband Fees  
**Date:** Friday, June 20, 2025 2:33:39 PM

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City Council & Manager,

Isaac sent me some updated calculations for the proposed fees that are the subject of this continued public hearing. Unfortunately I still feel they lack the necessary detail to support all of the proposed fees associated with the legacy MCN services. The new spreadsheet, unlike the older one provided for the initial public hearing date, doesn't include worksheets for each service line, it just includes a summary of the various fees and monthly rates showing costs allocated to each line item. As you may recall from my prior comments, I am concerned that some of the fees are too high, particularly the fees associated with email and web-hosting, which appear to generate a lot of excess revenue that will then be used to subsidize the early year projected losses for the new fiber broadband we are installing within the city limits. The reason why I want to see the service-line analysis is to better understand how we specifically justify the net contribution for fees when they are positive (i.e., the projected revenues from that fee exceed the costs allocated to the fee, including the capital expenses and overhead).

We need to have a reasonable use for any net contributions beyond the direct operating expenses, which is usually based on projected future maintenance and capital investment costs for equipment and infrastructure related to the particular service line. However, the updated analysis already includes a column for capital improvement costs allocated across the different services and fees so it is not clear what is being used to justify the additional net contribution/excess revenue for particular fees beyond the direct costs, allocated overhead, and allocated future capital expenses. Overall, it shows a net loss for the new fiber services and a statement that the losses will be covered by revenues from other services but that is precisely the problem, IMO. We are totally justified in allocating overhead, personnel, and capital costs across the different services to come up with the fees but we can't use losses from the new broadband services (which use completely different equipment and infrastructure than the legacy MCN services) to pad the fees for the legacy MCN services yet it still looks like that is what is happening.

Normally, a local government can set a fee lower than the costs allocated to it in the fee study but we should not set fees higher than their allocated costs. It is fine for a few individual fees to be higher than their particular allocated costs to make up for undercharging other fees within that same service line but not across what are effectively two separate businesses--I know the two internet service lines aren't legally separate businesses but they are effectively different divisions within the same combined business. In my opinion, the accounting for this enterprise should divide the legacy MCN business from the new high-speed fiber internet business as if they are separate departments in our budget and then have a combined enterprise-wide tally as well. In the same way we cannot use direct expenses from the Community Development Department to help pad fees associated with the Public Works Department when we are calculating our fees, we can't do that across our distinct and basically unrelated broadband enterprise service lines either.

I don't think the updated fee analysis adequately supports all the line items because the legacy MCN service line is projected to produce significant profits (i.e., excess revenue beyond the total allocated costs). Just because the new high-speed fiber services are projected to produce a

loss in the early years with the proposed fees, doesn't mean we can use that to justify overcharging separate and distinct customers for a different service using different equipment and infrastructure.

Best regards,

--Jacob



# City of Fort Bragg

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## Text File

**File Number: 25-256**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** 7C.

Receive a Report, Hold a Public Hearing, Receive Planning Commission's Recommendation, and Introduce, by Title Only, and Waive Further Reading of Ordinance 1015-2025 Amending (Coastal Plan Amendment LCP 1-24), Certified by the California Coastal Commission, to: a) Amend Map LU-4 of the Coastal General Plan to Add a Third Plan Area; and b) Amend Table 2-10 of the CLUDC to Allow a Science Center with a Use Permit in the Public Facilities Zoning District; and c) Add a Definition of Science Center to the CLUDC; and d) Amend the General Plan Land Use Map and the Zoning Map to: I) Rezone the Noyo Center Parcel to Public Facilities Zoning District, and II) Rezone the Coastal Trail Parcels to Parks & Recreation Zoning District and III) Rezone the Sherwood Valley Band of Pomo Parcels as Medium Density Residential Zoning



## City Council Staff Report

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**TO:** City Council **DATE:** June 23, 2025

**DEPARTMENT:** Community Development Department

**PREPARED BY:** MJC

**PRESENTER:** Marie Jones

**AGENDA TITLE:** Receive a Report, Hold a Public Hearing, Receive Planning Commission's Recommendation, and Introduce, by Title Only, and Waiver Further Reading of an Ordinance 1015-2025 Amending (LCP1-24), Certified by the Coastal Commission, to:

1. Amend Map LU-4 of the Coastal General Plan to Add a Third Plan Area; and
2. Amend Table 2-10 of the CLUDC to Allow a Science Center with a Use Permit in the Public Facilities Zoning District; and
3. Add a Definition of Science Center to the CLUDC; and
4. Amend the General Plan Land Use Map and the Zoning Map to: I) Rezone the Noyo Center Parcel to Public Facilities Zoning District, and II) Rezone the Coastal Trail Parcels to Parks & Recreation Zoning District and III) Rezone the Sherwood Valley Band of Pomo Parcels as Medium Density Residential Zoning.

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### RECOMMENDED ACTIONS

Adopt an Ordinance of the Fort Bragg City Council Adopting an Ordinance, Certified by the Coastal Commission, to:

- a) Amend Map LU-4 of the Coastal General Plan to Add a Third Plan Area; and
- b) Amend Table 2-10 of the CLUDC to Allow a Science Center with a Use Permit in the Public Facilities Zoning District; and
- c) Add a Definition of Science Center to the CLUDC; and
- d) Amend the General Plan Land Use Map and the Zoning Map to: I) Rezone the Noyo Center Parcel to Public Facilities Zoning District, and II) Rezone the Coastal Trail Parcels to Parks & Recreation Zoning District and III) Rezone the Sherwood Valley Band of Pomo Parcels as Medium Density Residential Zoning.

### BACKGROUND

A large portion of the City's coastal zone (approximately 40 percent) is comprised of a former lumber mill site with lands designated and zoned for timber industrial uses. The former Georgia-Pacific Mill Site (hereafter "Mill Site"), which ceased operations in 2002, is an approximately 433-acre bluff-top site located on the Noyo Headlands west of State Route 1 that is planned and zoned for Timber Resources Industrial (IT) uses under the City's certified LCP. The Mill Site is currently the only property in the City designated and zoned IT, with allowable uses limited to timber-resource and forest-products related manufacturing, aquaculture, and public access and recreation. The Mill Site is largely vacant, underutilized, or developed with permitted or legal nonconforming uses unrelated to timber industrial uses, including, but not limited to: (1) remnant industrial access roads, warehouses, and infrastructure throughout its interior; (2) an over 3-mile-long Class 1 segment of the California Coastal Trail along the length of the western bluff of the Mill Site; and (3) four existing legal non-conforming residential units on the southern end of the site.

Since the decline of the timber industry, growth in the local economy has become oriented towards retail, tourism, and service sectors, and future growth in these areas, rather than in timber industrial uses, is projected. In 2008, when the Commission certified a comprehensive update to the City's LCP,<sup>2</sup> policies and standards were added requiring completion of a comprehensive planning process for the Mill Site to enable different land use and zoning designations than those currently allowed for the subject IT lands.<sup>3</sup> This comprehensive planning process would afford the community an opportunity to plan for its future, engage in consensus building, and develop comprehensive land use and economic development strategies.

The City's existing certified Land Use Plan (LUP)<sup>4</sup> includes Map LU-4 that depicts two Plan Areas for the Mill Site subject to the comprehensive community planning process: Plan Area A and Plan Area B. Plan Area A covers the northern half of the 433-acre site from the ocean to the western terminus of Oak Street (at the southeastern end of the plan area) to the western terminus of Elm Street/intersection with Glass Beach Drive (at the northeastern end of the plan area). Plan Area B extends (generally) from Oak Street south to Noyo Bay and west to the ocean.

This LCP Amendment application proposes to add a third planning subarea for the Mill Site, Plan Area C, to LUP Map LU-4 as well as to redesignate and rezone the land within this new Plan Area. The lands within proposed Plan Area C are comprised of a contiguous strip of IT designated/zoned lands that extends all along the generally western portion of the Mill Site and that collectively includes lands under the following ownerships: City of Fort Bragg, Noyo Center for Marine Science, and Sherwood Valley Band of Pomo Indians (Pomo). The new plan area consists mostly of ocean-fronting and bay-fronting lands extending from Glass Beach in the north to Noyo Bay in the south. Table 1 summarizes the lands affected by the subject LCP amendment and the proposed new land use and zoning designations, and Exhibit 2 depicts the proposed new Plan Area C.

Community-based planning for the Mill Site, including for the lands within proposed Plan Area C, has been extensive and comprehensive, dating to 2003.

- In 2003, the City initiated a community-based planning process, which prioritized the development of a marine science and education center as a priority reuse option for a portion of the Mill Site.
- In 2006, with the assistance of a group of scientists and administrators of successful biological field stations across the nation, the City prepared a Strategic Plan for the center and coined its name: the Noyo Center for Science & Education at Fort Bragg ("Noyo Center").
- In 2010, the City obtained grant funding to prepare a development program, site plan, floor plans, elevations, and schematic designs for the Noyo Center. In 2011, the City acquired the subject Noyo Center lands from the property owner at that time (Georgia-Pacific) using a grant from the State Coastal Conservancy, which imposed a deed restriction that limits the use of the Noyo Center lands to a science center and/or to passive recreation.
- Between 2009 and 2012, the City, the community, and Georgia-Pacific engaged in a collaborative planning process to prepare a specific plan for the Mill Site that would redesignate and rezone the Mill Site lands from IT to other uses. The specific plan process included 29 community meetings held over six years. The draft land use plan maps generated out of these meetings included the designation of areas planned for the coastal trail and open space (finalized in 2008) and areas planned for the Noyo Center's facilities and the Pomo's lands identified on draft LUP maps in 2009-2010.
- By 2012, a preliminary draft of the specific plan had been produced based on extensive public outreach resulting in the development draft policies and regulations for the specific plan, draft revised citywide design guidelines, a draft master tentative map, a draft utility master plan, and numerous resource and background studies for an EIR including botanical and wetland studies, a traffic study, an archaeology report, and a geotechnical study, among others. However, the process abruptly stopped in the fall of 2012 when Georgia-Pacific withdrew its specific plan application and ceased funding the planning process due to a three-party lawsuit between Georgia-Pacific, Office Max, and the City regarding the liability for remediation of the Mill Site.
- In 2017, the City initiated a new comprehensive community-based planning process for the site, funded in part by a Coastal Commission grant. This comprehensive community-based planning process included numerous community meetings, Planning Commission meetings, and City Council meetings to craft and draft land use maps as well as policies and regulations for the redevelopment of the Mill Site.
- In 2018 prior to shelving the project, the City submitted an LCP amendment to the Coastal Commission to request revisions to the two key policies of the Coastal General Plan which required a Specific Plan to rezone or process an LCP amendment for the properties zoned Timber Resources Industrial (the mill site) in Fort Bragg. The Coastal Commission approved policy revisions to require a comprehensive planning process instead of a Specific Plan.

Through all the various permutations of land use maps developed to date, all have included the coastal trail/park uses, visitor- serving/science-oriented Noyo Center uses, and Pomo-owned land residential uses as mapped in proposed Plan Area C and as proposed to be redesignated/rezoned under this LCP amendment.

For this LCP Amendment process, the process has included the following steps:

1. On August 14, 2024, the Planning Commission held a duly noticed public hearing to consider the LCP amendment, accept public testimony and adopted a resolution recommending that City Council submit the LCP amendment.
2. September 9, 2024, the City Council held a duly noticed public hearing to consider the LCP amendment, accept public testimony and adopted a resolution to submit the LCP Amendment to the Coastal Commission.
3. On April 9, 2025, the Coastal Commission considered the LCP Amendment at a properly noticed public hearing and certified the LCP Amendment with a minor modification to add a definition of Science Center; and
4. on June 23, 2025, the City Council held a public hearing and accepted public testimony regarding the LCP Amendment ordinance.

## **DISCUSSION AND ANALYSIS**

The 2018 LCP amendment revised the planning process from requiring a Specific Plan to one requiring a Comprehensive Planning Process.

Policy LU-7.2: Comprehensive Planning Process Required. LCP amendments that propose to redesignate lands designated Timber Resources Industrial must be developed through a comprehensive community-based planning process that addresses at a minimum an area including one or more of the subareas as shown on Map LU-4. Community participation shall be solicited throughout the planning process in accordance with established City practices and CLUDC requirements. The LCP amendment shall:

- a) Designate new land use classifications, and include development policies and standards that establish the kinds, locations and intensity of land uses;
- b) Identify adequate connections for existing and future infrastructure such as roads, utilities, and coastal access to surrounding developed and undeveloped areas, including ensuring adequate public vehicular, bicycle, and pedestrian access is provided from Highway One to the coastal trail within each of the subareas shown on Map LU-4;
- c) Establish orderly phasing for development and future rezoning activities, including ensuring that adequate public services are available for new development;
- d) Include other measures as needed to protect the health, safety, and well-being of the community;
- e) Map land uses and transportation facilities, including coastal access; and
- f) Be consistent with the all policies of the Coastal Act and Fort Bragg's LCP.

Amended Map LU-4, as Certified in 2018





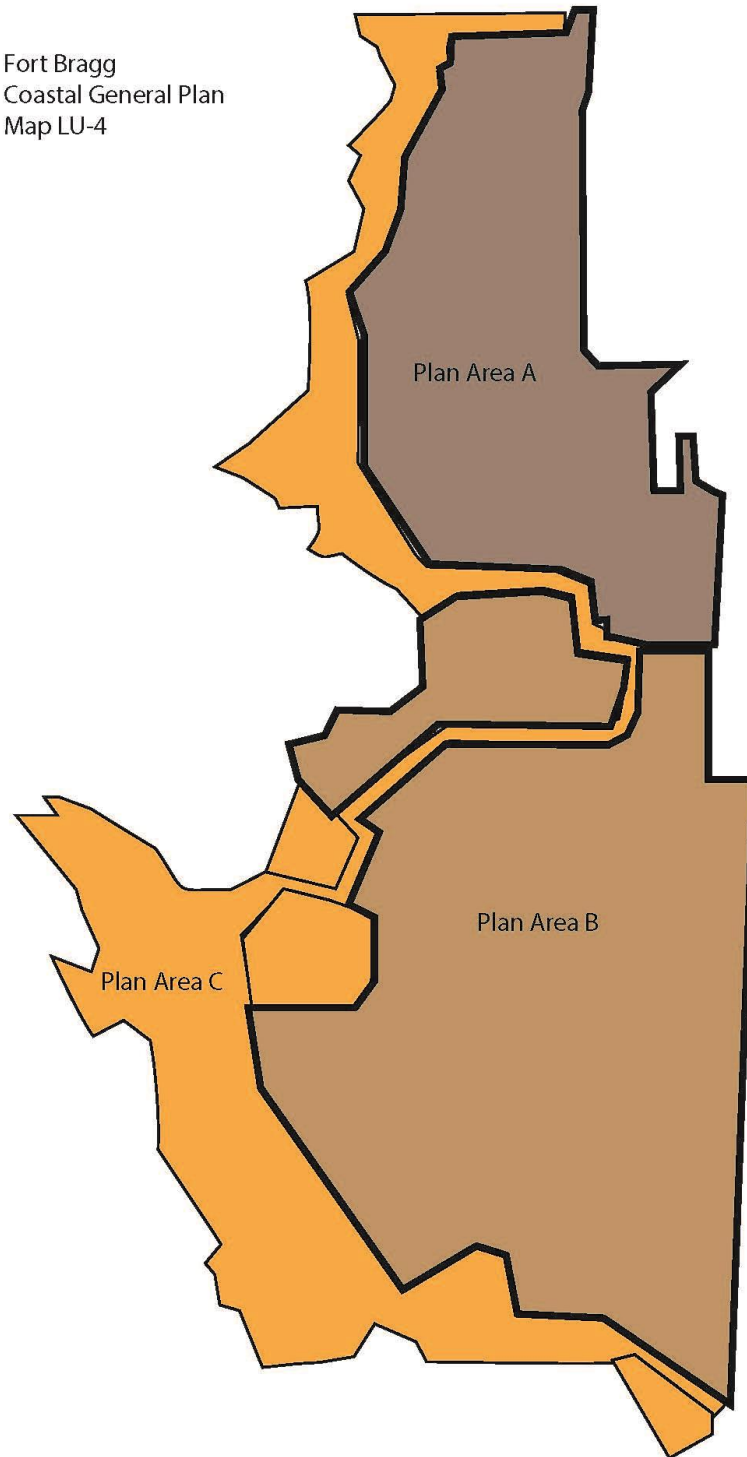
This Ordinance (LCP Amendment) includes a revision to Map LU-4 to rezone a comprehensive land use plan for a new Plan Area C, so that the comprehensive planning area includes the Noyo Center Parcel, adjacent lands owned by the City of Fort Bragg and the Sherwood Valley Band of Pomo. This allows the City to rezone these parcels in conformance with the Land Use Maps that came out of the two Mill Site comprehensive planning processes already described: namely the Georgia-Pacific Specific Plan effort from 2009 to 2011 and the City led LCP amendment process in 2017-2018. For both of these planning processes the City, community and property owners have consistently planned for the following uses for this area:

1. The Fort Bragg Coastal trail parcels were intended to be re-zoned as Parks and Recreation. The City acquired this property in sections between 2006 and 2010 and all parcels have a deed restriction that requires they be used for coastal access and recreation. The Fort Bragg Coastal Trail received three Coastal Development Permits (for the three sections) and the entire project was constructed between 2014 and 2017. This coastal access project is now complete.
2. The Noyo Center parcel was always designated for a Marine Science Center. The City acquired this property in 2010 with a Coastal Conservancy grant and the property has a deed restriction that limits the use of the site to a Science Center and/or passive recreation. This project is in the planning stage, with the exception of the Crows Nest which was established in 2015.
3. The property occupied by the members of the Sherwood Valley Band of Pomo, has been occupied by members of this Tribe since the 1950s when the Army Corp of engineers relocated their homes to this parcel to make way for an Army Corp project in the harbor. The community and the tribe have always envisioned this as a low-density residential zoning district which would continue to be occupied by local tribal members. The existing zoning makes it difficult for these residents to make changes to their residences or add second units because the residencies are considered legal non-conforming uses with the current Timber Resources Industrial zoning. This property was transferred from Georgia-Pacific to SVBP in 2021. The SVBP has requested that the property be rezoned as Medium Density Residential in order to make the existing four residential units on two parcels conforming to the zoning district.

Furthermore, as these properties are all held by landowners (City of Fort Bragg, Noyo Center

for Marine Science, Sherwood Valley Band of Pomo) who are different than the remainder of the Mill Site (which is owned by Mendocino Railroad), it makes sense to separate these parcel into a third planning area (Plan Area C). See proposed revised Map LU-4.

Fort Bragg  
Coastal General Plan  
Map LU-4



Additionally, the ordinance includes a text amendment to the use tables to allow a Science Center in the Public Facilities zoning District.

1. Amend Table 2-14 of 17.26.030 to add Science Center to the Public Facilities zoning district as noted below:

LAND USE (1)	PERMIT REQUIRED BY DISTRICT				Specific Use Regulations
	OS	PR	PF		
Nature preserve	P	P	P		
Storage - Warehouse	-	-	UP		
Library, museum, science center	-	UP	UP		
Meeting facility, public or private	-	UP	UP		
School - Specialized education/training	-	-	P		
Caretaker quarters	MUP	MUP	MUP		
Accessory retail or services	-	P	P		

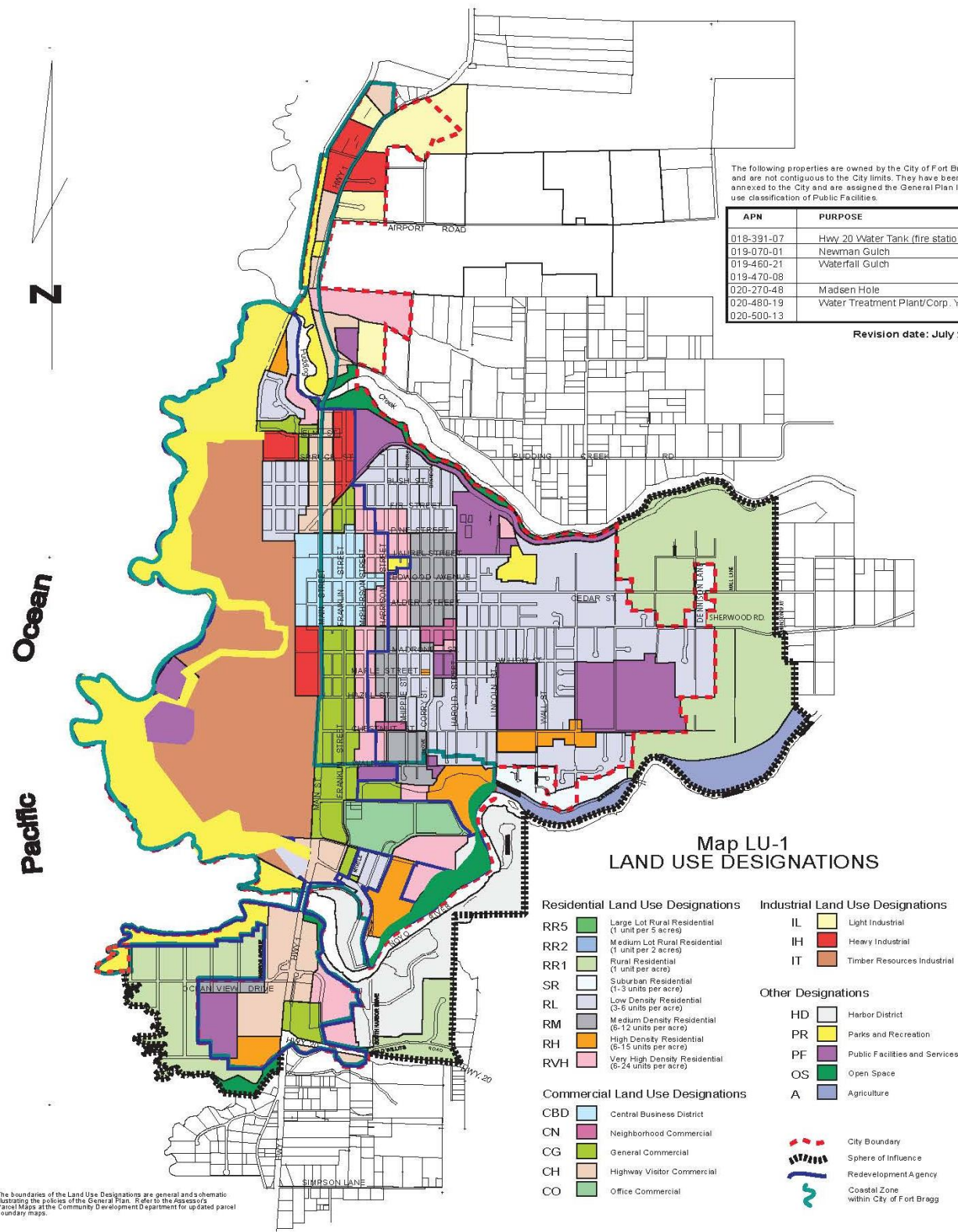
The Coastal Commission requested that the CLUDC be amended to include a definition for Science Center as follows:

**Science Center:** A facility such as a museum, visitor center, or classroom building devoted primarily to scientific education and research, which includes interactive exhibits and technology to educate and provide a hands-on learning experience in one or more science subjects and which may include a research laboratory and incidental housing for researchers.

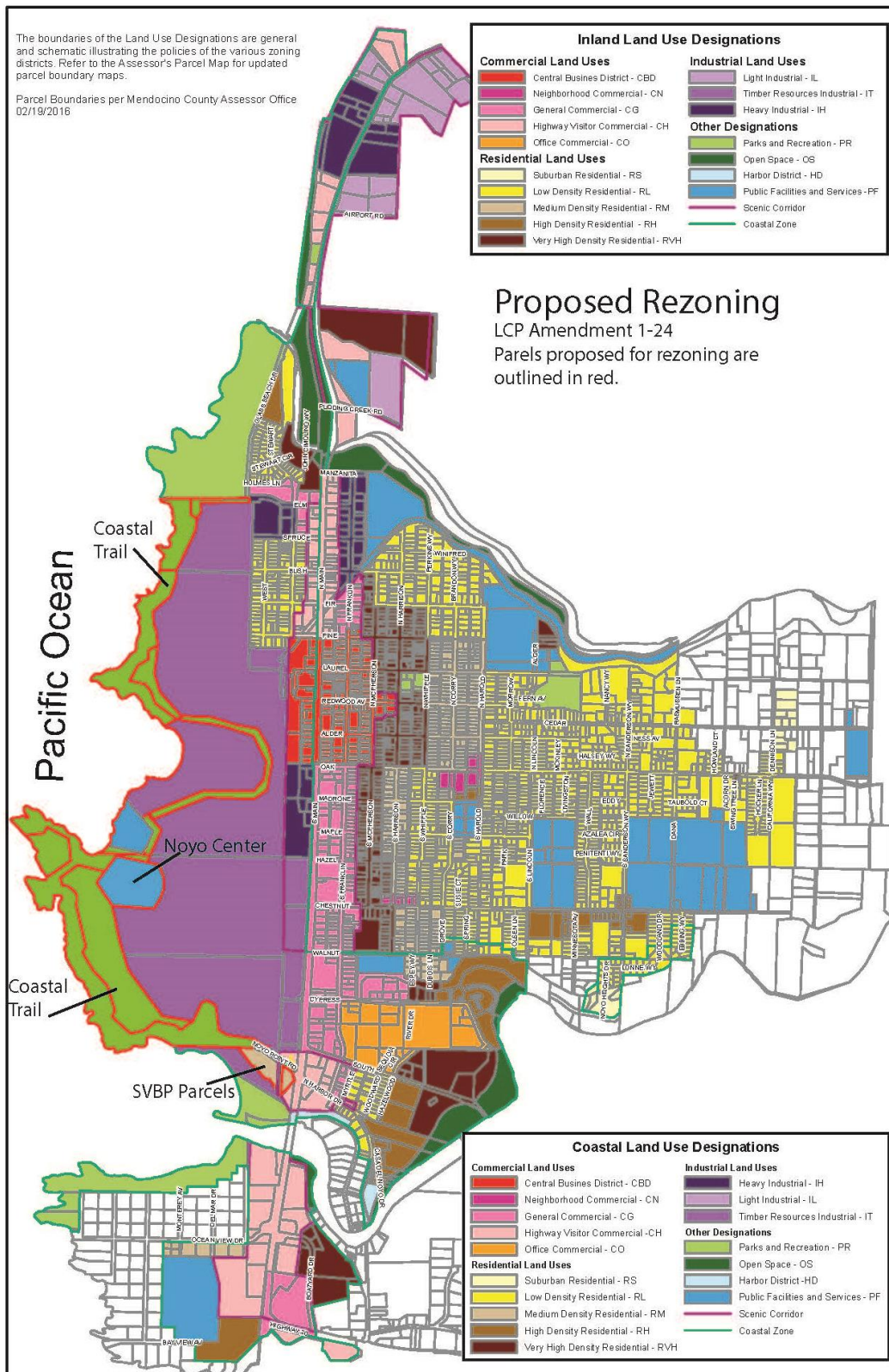
It will also amend the Coastal General Plan Land Use Map (Map LU-1) and the Zoning Map as follows and illustrated below:

- a. Rezone the Noyo Center parcel to Public Facilities, and
- b. Rezone the Coastal Trail parcels to Parks & Recreation, and
- c. Rezone the SVBP parcel to Low-Density Residential.

Amended Coastal General Plan Map LU-1







Finally, the City Council will need to make the following findings for adoption of the proposed

Ordinance to amend the Fort Bragg Coastal General Plan, the Coastal Land Use and Development Code and the Coastal Land Use Map:

**A. Findings for General Plan Amendments and Zoning Map Amendments.**

1. *The amendment is internally consistent with all other provisions of the General Plan and any applicable specific plan;*

The proposed amendment is consistent with the applicable General Plan policies as described in Attachment 4 of the Staff report.

2. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and*

The proposed amendment would establish a third planning area for rezoning of the former GP Mill Site and adopt changes to the Land Use Plan and Zoning Map which comply with existing uses of those sites. Those uses include open space, public coastal access, residential units of SVBP members and a Science Center. None of these uses would be detrimental to the public interest, health, safety or welfare of the City.

3. *The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the proposed or anticipated uses and/or development would not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.*

The existing SVBP residential units, coastal trail access and Crow's Nest are physically suitable and have not, during their operation, endangered, jeopardized, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located. Additionally, the proposed La-Bone-atory is a small building of 2,400 SF located on a flat 11-acre parcel with easy public and emergency vehicular access from Main Street. Utilities are nearby (at the WWTF), and all public services are available to serve this proposed building. The project will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

**B. Findings for Development Code and Zoning Map text amendments.**

1. *Findings required for all Development Code and Zoning Map text amendments:*

a. *The proposed amendment is consistent with the General Plan and any applicable specific plan; and*

b. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.*

2. *The proposed amendment is internally consistent with other applicable provisions of this Development Code.*

The proposed CLUDC text amendment would add Science Center to the use category that includes Libraries and Museum. This minor change would be consistent with the General Plan purpose of the Public Facilities zoning district and as a Science Center is fairly similar to a museum and a library. It would not be detrimental to the public interest,

health, safety, convenience, or welfare of the City.

3. *Additional finding for Zoning Map amendments: The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the requested zoning designation and the proposed or anticipated uses and/or development would not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.*

As previously noted, the Coastal Trail parcels and the SVBP parcels are physically suitable for the uses for which they would be rezoned, because those uses are pre-existing and have not endangered, jeopardized, or otherwise constituted a hazard to the property or improvements in the vicinity in which the property is located. Additionally as analyzed and conditioned in the remainder of this report the Noyo Center site is physically suitable for the La-Bone-atory and ultimately a Marine Science Center, although that project would be required to get a Use Permit and a more detailed analysis would be completed for that project at the time of application.

The LCP amendment must also address all the requirements of General Plan Policy LU-7.2 points a through f.

*Policy LU-7.2: Comprehensive Planning Process Required. LCP amendments that propose to redesignate lands designated Timber Resources Industrial must be developed through a comprehensive community-based planning process that addresses at a minimum an area including one or more of the subareas as shown on Map LU-4. Community participation shall be solicited throughout the planning process in accordance with established City practices and CLUDC requirements. The LCP amendment shall:*

- a) *Designate new land use classifications, and include development policies and standards that establish the kinds, locations and intensity of land uses;*

The proposed LCP amendment will redesignate lands to existing zoning districts, which already define the kinds, locations and intensity of land uses allowed in each zoning district. All relevant Certified LCP policies related to the zoning districts for Parks and Recreation, Low Density Residential and Public Facilities will remain in full force. These policies and development standards were certified by the Coastal Commission in the 2008 LCP Amendment, and there is no need to modify them. Please see the attached Consistency Analysis.

- b) *Identify adequate connections for existing and future infrastructure such as roads, utilities, and coastal access to surrounding developed and undeveloped areas, including ensuring adequate public vehicular, bicycle, and pedestrian access is provided from Highway One to the coastal trail within each of the subareas shown on Map LU-4;*

These parcels are already largely developed for their intended uses. Roads, utilities, and coastal access are already provided to the Coastal Trail and the Sherwood Valley



Band of Pomo's parcels. The companion Coastal Development Permit includes special conditions to ensure that utilities will be adequately provided as the parcel is developed into the future and public roads and public access are also addressed for this site.

- c) *Establish orderly phasing for development and future rezoning activities, including ensuring that adequate public services are available for new development;*

This LCP amendment would result in zoning changes to bring parcels that are already developed into conformance with the Coastal General Plan and CLUDC. Currently the SVBP parcel has legal non-conforming development (4 residential uses), which makes it difficult for tribal residents to expand their residential structures or add second units. Additionally, the undeveloped Noyo Center parcel is adjacent to already developed parcels, the Coastal Trail and Wastewater Treatment Facility, where there are already utilities and there are adequate public services (police, fire and trash). Any future expansion in utility expansion is addressed through a special condition in the CDP for that Noyo Center project.

- d) *Include other measures as needed to protect the health, safety, and well-being of the community;*

There are no new measures needed to protect the health, safety, and well-being of the community due to these rezoning activities for the SVBP and the Coastal Trail parcels as these are existing uses for ten+ years and no issues have been identified in the time. Furthermore, the Noyo Center site rezone to Public Facilities would result in a Use Permit requirement for a Science Center or Museum. To approve a Use Permit the City would be required to make the following finding: *"The site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the type, density, and intensity of use being proposed would not endanger, jeopardize, or otherwise constitute a hazard to the public interest, health, safety, convenience, or welfare, or be materially injurious to the improvements, persons, property, or uses in the vicinity and zoning district in which the property is located."*

- e) *Map land uses and transportation facilities, including coastal access; and be consistent with all policies of the Coastal Act and Fort Bragg's LCP.*

This finding can be made, please see attachment 2 for the Coastal Act Consistency Analysis; attachment 3 for an overview of land uses, transportation facilities & Coastal Access; and attachment 4 for the General Plan Consistency Analysis.

## **FISCAL IMPACT**

The proposed amendment will have a minor net positive fiscal impact on the City as it will result in a small increase in the taxable value of the properties which will be rezoned.

### **ENVIRONMENTAL ANALYSIS**

Therefore, the proposed project is statutorily exempt from further environmental review under CEQA Guidelines 15265 Adoption of Coastal Plans and Programs.

### **COMMUNITY OUTREACH**

As described throughout the body of this report, there have been countless community meetings on the rezone for these parcels and there has been very little controversy regarding the rezone.

### **CONSISTENCY**

The consistency of the proposed ordinance has been analyzed as part of the LCP submittal process and the Coastal Commission's Certification of the LCP Amendment. Please see the attachments 2 and 3.

### **ALTERNATIVES**

1. Receive report, hold a public hearing, deliberate and decide not to adopt the ordinance or
2. Receive report, hold a public hearing, continue the public hearing and request additional information.

### **ATTACHMENTS**

1. Ordinance of the Fort Bragg City Council Adopting Coastal Plan Amendment (LCP 1-24), Certified by the California Coastal Commission, to:
  - a) Amend Map LU-4 of the Coastal General Plan to Add a Third Plan Area; and
  - b) Amend Table 2-10 of the CLUDC to Allow a Science Center with a Use Permit in the Public Facilities Zoning District; and
  - c) Add a Definition of Science Center to the CLUDC; and
  - d) Amend the General Plan Land Use Map and the Zoning Map to: I) Rezone the Noyo Center Parcel to Public Facilities Zoning District, and II) Rezone the Coastal Trail Parcels to Parks & Recreation Zoning District and III) Rezone the Sherwood Valley Band of Pomo Parcels as Medium Density Residential Zoning.
2. LCP Amendment - Coastal Act Consistency Analysis
3. LCP Amendment - Land Use & Transportation Analysis
4. LCP Amendment - Coastal General Plan and CLUDC Consistency Analysis.
5. A Resolution of the Fort Bragg Planning Commission recommending that the City Council submit LCP Amendment 1-24 to the Coastal Commission to: 1) amend MAP LU-4 of the Coastal General Plan to add a third plan area; and 2) amend table 2-10 of the CLUDC to allow a Science Center with a use permit in the Public Facilities zoning district; and 3) amend the zoning map to: a) rezone the Noyo Center parcel to Public Facilities zoning district, b) rezone the coastal trail parcels to Parks & Recreation zoning district and c) rezone the Sherwood Valley Band of Pomo (SVBP) parcels as Low or Medium Density Residential zoning.

**ORDINANCE OF THE FORT BRAGG CITY COUNCIL ADOPTING COASTAL PLAN AMENDMENT (LCP 1-24), CERTIFIED BY THE COASTAL COMMISSION, TO:**

- a) AMEND MAP LU-4 OF THE COASTAL GENERAL PLAN TO ADD A THIRD PLAN AREA; AND**
- b) AMEND TABLE 2-10 OF THE CLUDC TO ALLOW A SCIENCE CENTER WITH A USE PERMIT IN THE PUBLIC FACILITIES ZONING DISTRICT; AND**
- c) ADD A DEFINITION OF SCIENCE CENTER TO THE CLUDC; AND**
- d) AMEND THE GENERAL PLAN LAND USE MAP AND THE ZONING MAP TO: I) REZONE THE NOYO CENTER PARCEL TO PUBLIC FACILITIES ZONING DISTRICT, AND II) REZONE THE COASTAL TRAIL PARCELS TO PARKS & RECREATION ZONING DISTRICT AND III) REZONE THE SHERWOOD VALLEY BAND OF POMO (SVBP) PARCELS AS MEDIUM DENSITY RESIDENTIAL ZONING.**

**ORDINANCE NO. XXX-2025**

**WHEREAS**, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the "City") to enact local planning and land use regulations; and

**WHEREAS** the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

**WHEREAS** the City of Fort Bragg ("City") adopted a General Plan in 2002 which established policies for all lands within Fort Bragg city limits; and

**WHEREAS**, the City adopted a Coastal General Plan ("Coastal GP") as the Land Use Plan portion of the Local Coastal Program on May 12, 2008 which established policies for all land within the Fort Bragg Coastal Zone; and

**WHEREAS**, in August 2008 the California Coastal Commission certified the City's Local Coastal Program (LCP) which includes the Coastal GP as the Land Use Plan; and

**WHEREAS**, the City Council adopted Resolution 3162-2008 on May 12, 2008 adopting the Coastal General Plan; and

**WHEREAS**, the City adopted a Coastal Land Use and Development Code in 2008 as the implementing portion of the Local Coastal Program on May 12, 2008, which established all land use regulations for the Coastal Zone; and

**WHEREAS**, on April 23, 2018, the City Council adopted a resolution to submit LCP Amendment 3-17 to the Coastal Commission to revise Policy LU-7.1 and Policy LU-7.2 and Map LU-4 to require a comprehensive planning process instead of a

Specific Plan for any future LCP amendment impacting land zoned Timber Resources Industrial; and

**WHEREAS**, on September 12, 2018 the California Coastal Commission certified the City's LCP Amendment 3-17 submittal without making any changes; and

**WHEREAS**, the Coastal General Plan includes policies to: (1) advance the orderly growth and development of the City's Coastal Zone; (2) protect coastal resources; (3) incorporate sustainability into the development process so that Fort Bragg's coastal resources and amenities are preserved for future generations; (4) respond to current environmental and infrastructure constraints; (5) protect the public health, safety and welfare; and (6) promote fiscally responsible development; and

**WHEREAS**, Map LU-4 defines two Plan Areas for all future LCP amendments related to the Mill Site; and

**WHEREAS**, the City of Fort Bragg, the Noyo Center and the SVBP own significant property on the Mill Site, which has been through two comprehensive planning processes and these property owners are seeking to rezone their properties based on those comprehensive planning processes; and

**WHEREAS**, These property owners are not financially able to undertake a comprehensive planning process for lands owned by Mendocino Railway as currently required by Map LU-4; and

**WHEREAS**, the land owned by the City of Fort Bragg, the Noyo Center and SVBP total 126.3 acres or 36% of the Mill Site and therefore comprise a significant portion of the Mill Site for a comprehensive planning process; and

**WHEREAS** the City, SVBP and the Noyo Center for Marine Science, seek to change the zoning of their respective properties to conform with current uses and proposed uses as follows: a) rezone the Noyo Center parcel to Public Facilities, and b) rezone the Coastal Trail parcels to Parks & Recreation, and c) rezone the SVBP parcel to Medium-Density Residential; and

**WHEREAS**, the City, Community and Coastal Commission engaged in countless community meetings from 2003 through 2018 which all envisioned, and for which there was community consensus, that these specific parcels be rezoned as proposed; and

**WHEREAS** the Planning Commission held a duly noticed public hearing on August 14, 2024, to consider the LCP amendment, accept public testimony and adopt a resolution recommending that City Council submit an LCP amendment to rezone the parcels owned by the City of Fort Bragg, SVBP and the Noyo Center; and

**WHEREAS** the City Council held a duly noticed public hearing on September 9, 2024, to consider the LCP amendment, accept public testimony and adopt an ordinance to Submit and LCP Amendment to the Coastal Commission.

**WHEREAS**, the LCP Amendment was submitted to the Coastal Commission on October 9, 2025; and

**WHEREAS**, the Coastal Commission considered the LCP Amendment at a

properly noticed public hearing on April 9, 2025 and approved the LCP Amendment with a minor modification to change some of the wording for the definition of Science Center; and

**WHEREAS**, The City Council held a public hearing and considered public testimony on June 23, 2025 regarding the LCP Amendment ordinance; and

**WHEREAS**, The project is exempt from CEQA, as the “activities and approvals by a local government necessary for the preparation and adoption of a local coastal program or long range development plan” pursuant to the California Coastal Act are statutorily exempt from compliance with CEQA, and this statutory exemption “shifts the burden of CEQA compliance from the local agency to the California Coastal Commission (CEQA Guidelines § 15265 (c)); and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Fort Bragg City Council, based on the entirety of the record before it, which includes without limitation, CEQA, Public Resources Code §21000, et seq. and the CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg Coastal General Plan; the Fort Bragg Coastal Land Use and Development Code; the Project application; all reports and public testimony submitted as part of the City Council meeting of June 23, 2025 and City Council deliberations; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the City Council of the City of Fort Bragg does hereby make the following findings and determinations:

## **SECTION 1: COASTAL LAND USE AND DEVELOPMENT CODE AMENDMENT FINDINGS**

Pursuant to Fort Bragg Municipal Code Section 17.94.060, the City Council makes the following findings for adoption of the proposed amendments to the Fort Bragg Coastal General Plan and Land Use and Development Code per the findings analysis incorporated herein by reference to the project staff report, dated June 23, 2025:

**A. Findings for General Plan amendments.**

1. The amendment is internally consistent with all other provisions of the General Plan and any applicable specific plan;
2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and
3. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the proposed or anticipated uses and/or development would not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

**B. Findings for Development Code and Zoning Map text amendments.**

1. Findings required for all Development Code and Zoning Map text

amendments:

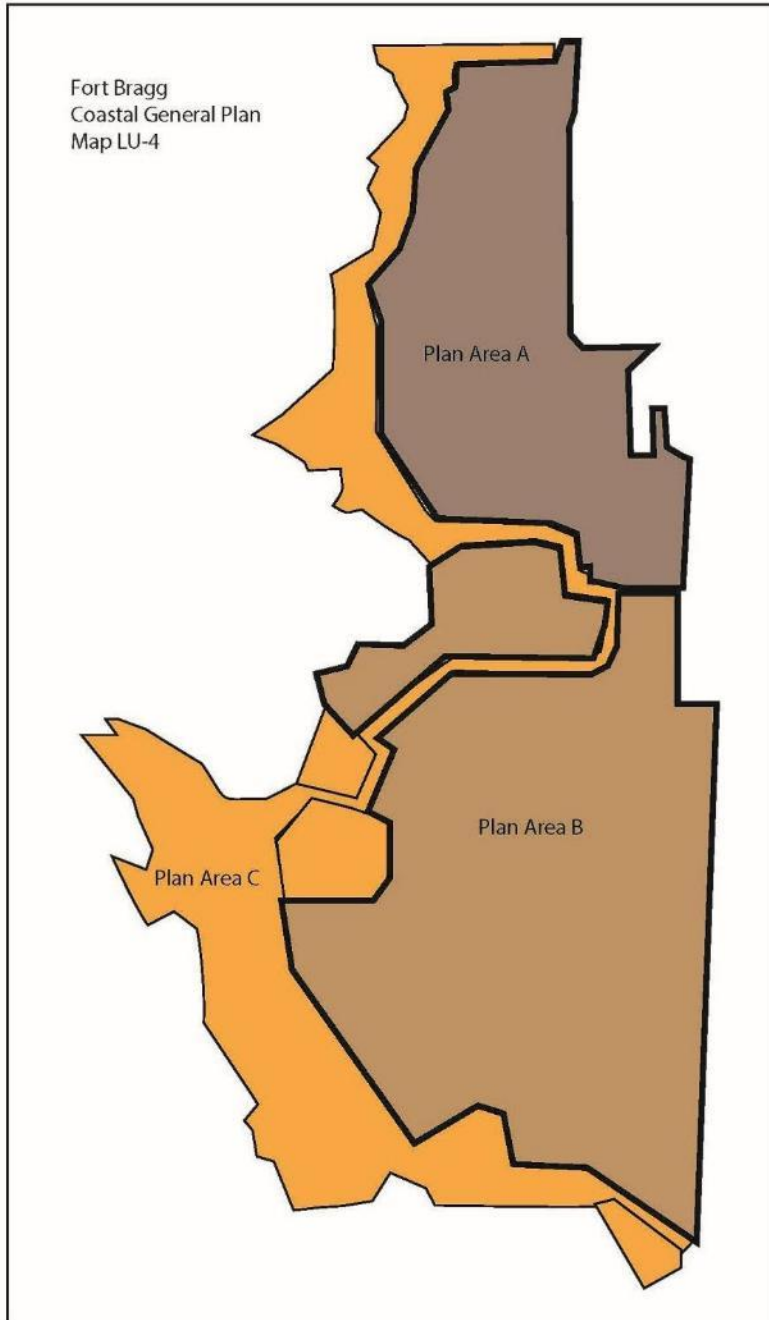
- a. The proposed amendment is consistent with the General Plan and any applicable specific plan; and
  - b. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
2. Additional finding for Development Code amendments: The proposed amendment is internally consistent with other applicable provisions of this Development Code.
3. Additional finding for Zoning Map amendments: The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the requested zoning designation and the proposed or anticipated uses and/or development would not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

## **SECTION 2: GENERAL FINDINGS:**

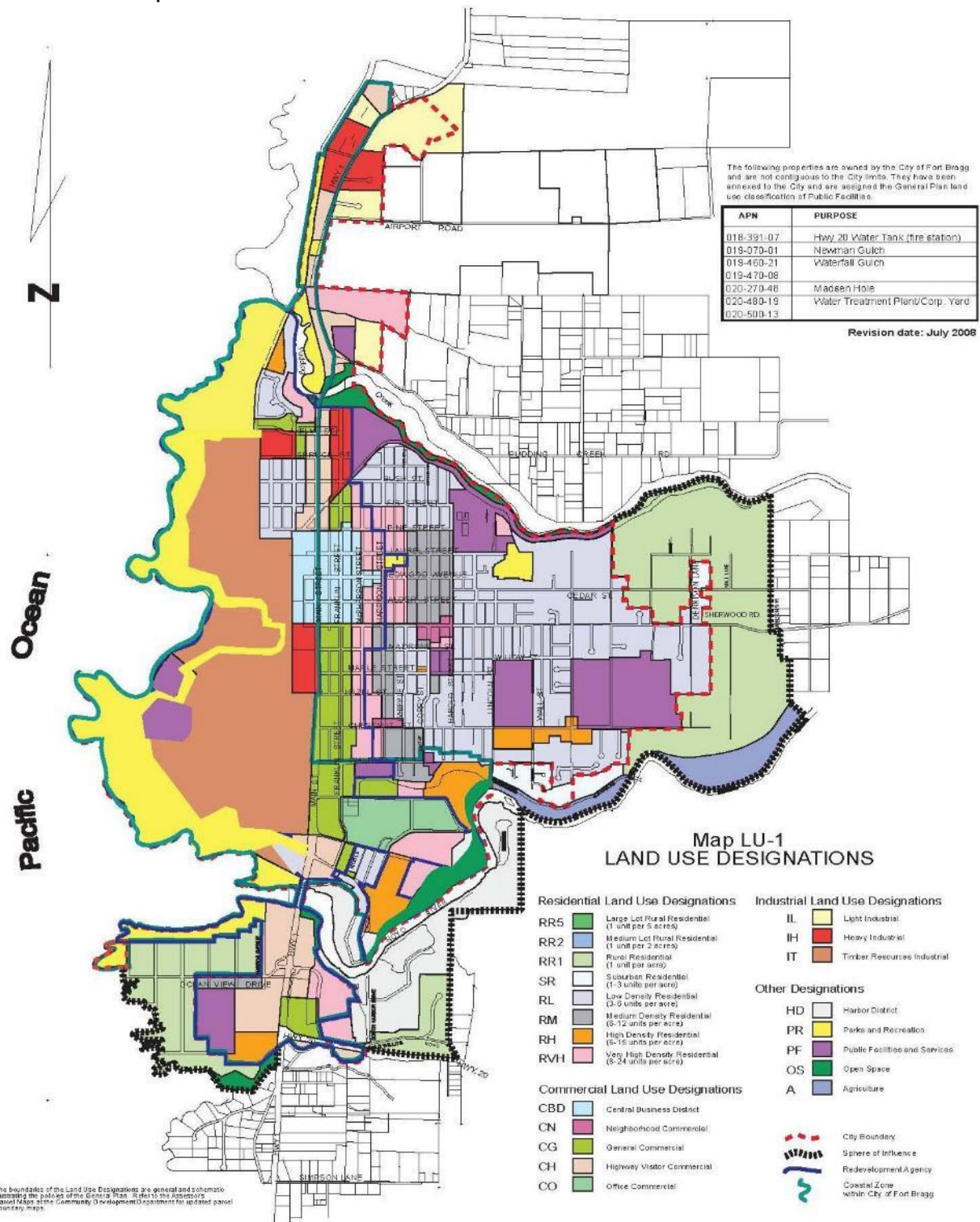
- a. The foregoing recitals are true and correct and made a part of this Resolution; and
- b. On August 14, 2024, the Planning Commission held a duly noticed public hearing to consider the LCP amendment, accept public testimony and adopted a resolution recommending that City Council submit the LCP amendment.
- c. September 9, 2024, the City Council held a duly noticed public hearing to consider the LCP amendment, accept public testimony and adopted a resolution to submit the LCP Amendment to the Coastal Commission.
- d. On April 9, 2025, the Coastal Commission considered the LCP Amendment at a properly noticed public hearing and certified the LCP Amendment with a minor modification to add a definition of Science Center; and
- e. on June 23, 2025, the City Council held a public hearing and accepted public testimony regarding the LCP Amendment ordinance.
- f. The documents and other material constituting the record for these proceedings are located in the Community Development Department.

**SECTION 3:** *Based on the foregoing, the City Council does hereby amend Coastal General Plan Map LU-4 to add Plan Area C as follows:*

*Map LU-4: Mill Site Plan Areas for Comprehensive Planning Processes*



**SECTION 4.** Based on the foregoing, the City Council does hereby amend Coastal General Plan Map LU-1 as follows.





**SECTION 5.** *Based on the foregoing, the City Council does hereby amend Table 2-14 of 17.26.030 to add Science Center to the Public Facilities and Parks and Recreation zoning districts as noted below:*

ABLE 2-14 Allowed Land Uses and Permit Requirements for Special Purpose Zoning Districts	Permitted Use, Zoning Clearance required			
	P	Minor Use Permit required (see Section <a href="#">17.71.060</a> )		
	MUP	Use Permit required (see Section <a href="#">17.71.060</a> )		
LAND USE (1)	UP	Permit requirement set by Specific Use Regulations		
	S	Use not allowed		
	—	PERMIT REQUIRED BY DISTRICT		
		OS	PR	PF
Nature preserve	P	P	P	P
Storage - Warehouse	-	-	-	UP
Library, museum, science center	-	UP	UP	UP
Meeting facility, public or private	-	UP	UP	UP
School - Specialized education/training	-	-	-	P
Caretaker quarters	MUP	MUP	MUP	MUP
Accessory retail or services	-	P	P	P

**SECTION 6.** Based on the foregoing, the City Council does hereby add a definition for Science Center to Chapter 10-Definitions of the Coastal Land Uses and Development Code as follows:

**Science Center:** A facility such as a museum, visitor center, or classroom building devoted primarily to scientific education and research, which includes interactive exhibits and technology to educate and provide a hands-on learning experience in one or more science subjects and which may include a research laboratory and incidental housing for researchers.

**SECTION 7.** Based on the foregoing, the City Council does hereby amend the Coastal General Zoning Map as follows:

- Rezone the Noyo Center parcel (018-430-15) to Public Facilities, and
- Rezone the Coastal Trail parcels (018-430-01, 018-430-18, 018-430-15, 018-430-04, 008-020-14, 008-020-10, 008-020-11, 008-010-35, 008-010-38, 018-430-10) to Parks & Recreation, and
- Rezone the SVBP parcels (018-430-07 and 018-120-44) to Medium-Density Residential.

The boundaries of the Land Use Designations are general and schematic illustrating the policies of the various zoning districts. Refer to the Assessor's Parcel Map for updated parcel boundary maps.

Parcel Boundaries per Mendocino County Assessor Office 02/19/2016

# Inland Land Use Designations

## Commercial Land Uses

- Central Business District - CBD
- Neighborhood Commercial - CN
- General Commercial - CG
- Highway Visitor Commercial - CH
- Office Commercial - CO

## Industrial Land Uses

- Light Industrial - IL
- Timber Resources Industrial - IT
- Heavy Industrial - IH

## Other Designations

- Parks and Recreation - PR
- Open Space - OS
- Harbor District - HD
- Public Facilities and Services - PF
- Scenic Corridor
- Coastal Zone

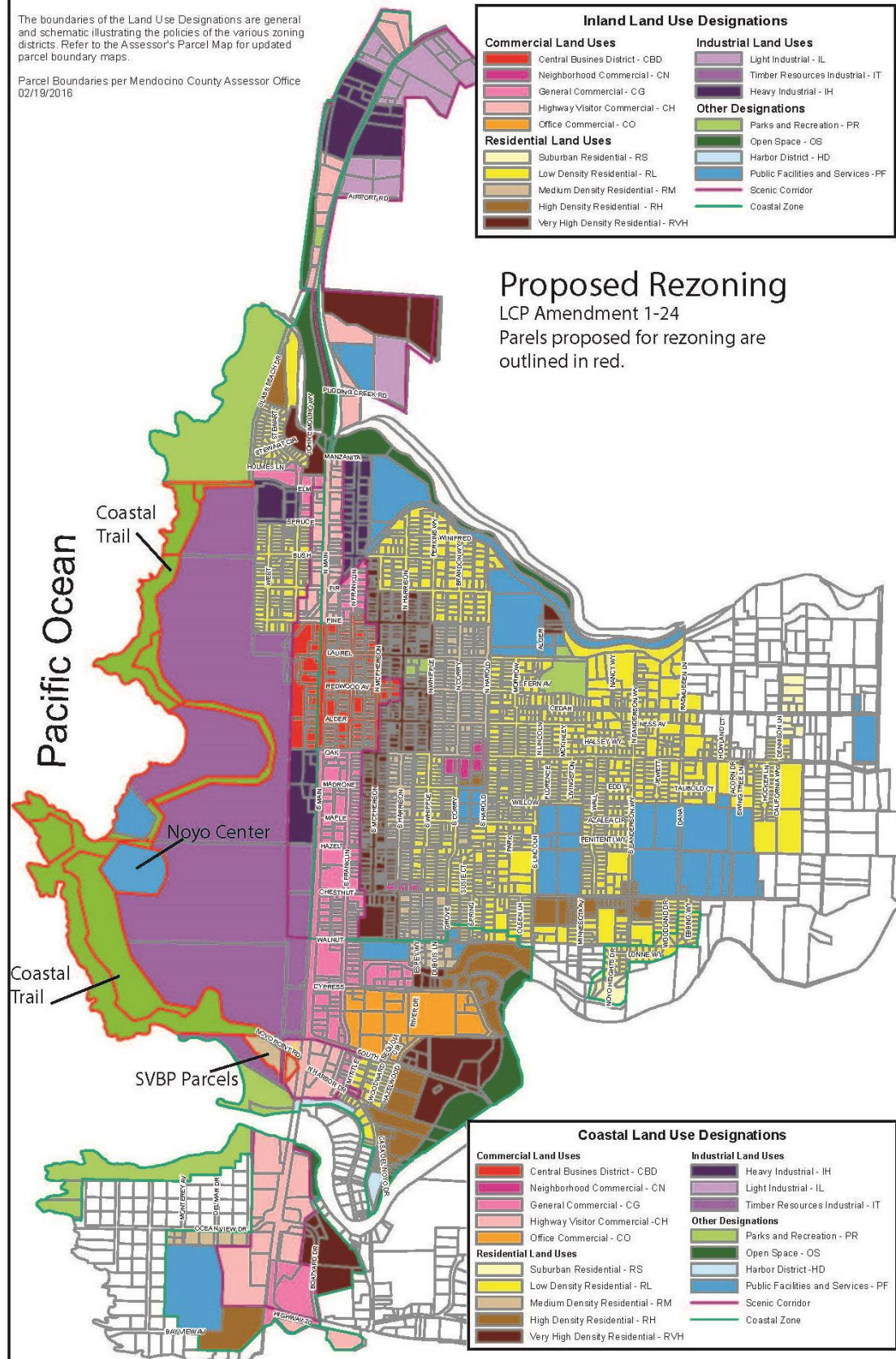
## Residential Land Uses

- Suburban Residential - RS
- Low Density Residential - RL
- Medium Density Residential - RM
- High Density Residential - RH
- Very High Density Residential - RVH

## Proposed Rezoning

LCP Amendment 1-24

Parels proposed for rezoning are outlined in red.



**BE IT FURTHER RESOLVED** that the Fort Bragg City Council does hereby:

- 1) Amend Map LU-4 of the Coastal General Plan to add Plan Area C;
- 2) Amend Map LU-1 to add Land Use Designations for Plan Area C;
- 3) Amend Table 2-10 of the CLUDC to allow a science center with a use permit;
- 4) Amend Chapter 10 of the CLUDC to include a definition of Science Center;  
and
- 5) Amend the Zoning Map as follows: a) rezone the Noyo Center parcel to Public Facilities, b) rezone the Coastal Trail parcels to Parks & Recreation, and c) rezone the SVBP parcel to Medium-Density Residential.

**Section 8.**     **Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

**Section 9.**     **Effective Date and Publication.** This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

**The foregoing Ordinance was introduced by Councilmember \_\_\_\_\_ at a regular meeting of the City Council of the City of Fort Bragg held \_\_\_\_\_, and adopted at a regular meeting of the City of Fort Bragg held on \_\_\_\_\_, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**

\_\_\_\_\_  
**Jason Godeke, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Diana Paoli**  
**City Clerk**

**PUBLISH:**       **June 12, 2025 and Date, 2025 (by summary).**

**EFFECTIVE DATE:**   **Date, 2025.**

## Attachment 2 - Coastal Act Consistency Analysis

This attachment reviews the constancy of the LCP amendment with the Coastal Act. Per the analysis, the LCP Amendment is consistent with the Coastal Act. It also directly implements many Coastal Act policies.

Coastal Act	Consistency Analysis
<b>ARTICLE 2. Public Access [30210 - 30214]</b>	
<i>30211. Development shall not interfere with the public's right of access to the sea where acquired through use or legislative authorization, including, but not limited to, the use of dry sand and rocky coastal beaches to the first line of terrestrial vegetation.</i>	The proposed rezoning of the Coastal Trail to parks and open space would ensure public access along 3.3 miles of Coastal Bluff. No new development is proposed as part of the LCP Amendment.
<i>30212.(a) Public access from the nearest public roadway to the shoreline and along the coast shall be provided in new development projects except where (1) it is inconsistent with public safety, military security needs, or the protection of fragile coastal resources, (2) adequate access exists nearby, or (3) agriculture would be adversely affected. Dedicated accessway shall not be required to be opened to public use until a public agency or private association agrees to accept responsibility for maintenance and liability of the accessway.</i>	No new development is proposed as part of this LCP amendment. The proposed rezoning of the Coastal Trail to parks and open space would ensure public access along 3.3 miles of Coastal Bluff.
<i>30212.5. Wherever appropriate and feasible, public facilities, including parking areas or facilities, shall be distributed throughout an area so as to mitigate against the impacts, social and otherwise, of overcrowding or overuse by the public of any single area.</i>	The Coastal Trail includes well distributed and sufficient parking facilities at the Cypress Street entrance, Oak Street entrance and Elm Street entrance. The Noyo Center site shall provide additional parking when it is developed. Existing parking meets current coastal access demand.
<i>30213. Lower cost visitor and recreational facilities shall be protected, encouraged, and, where feasible, provided. Developments providing public recreational opportunities are preferred.</i>	The rezone of the Coastal Trail property will help protect public recreational opportunities. The rezone of the Noyo Center site will enable ocean-dependent visitor serving recreation and educational facilities.



Coastal Act	Consistency Analysis
<b>ARTICLE 3. Recreation [30220 - 30224]</b>	
30220. <i>Coastal areas suited for water-oriented recreational activities that cannot readily be provided at inland water areas shall be protected for such uses.</i>	The rezone of Timber Resources Industrial lands of the Coastal Trail to Parks and Recreation would preserve Glass Beach for water-oriented activities.
30221. <i>Oceanfront land suitable for recreational use shall be protected for recreational use and development unless present and foreseeable future demand for public or commercial recreational activities that could be accommodated on the property is already adequately provided for in the area.</i>	The proposed rezone of lands currently zoned Timber Resources Industrial to Parks and Recreation and Public Facilities would prioritize these lands for recreational uses.
30222. <i>The use of private lands suitable for visitor-serving commercial recreational facilities designed to enhance public opportunities for coastal recreation shall have priority over private residential, general industrial, or general commercial development, but not over agriculture or coastal-dependent industry.</i>	The proposed rezone of lands currently zoned Timber Resources Industrial lands to Public Facilities zoning will ensure that visitor-serving commercial recreation and enhance public opportunities for coastal recreation at the Noyo Center and thus will give these uses priority over Timber Resources Industrial uses.
30222.5. <i>Oceanfront land that is suitable for coastal dependent aquaculture shall be protected for that use, and proposals for aquaculture facilities located on those sites shall be given priority, except over other coastal dependent developments or uses.</i>	The proposed rezone will leave over 300 acres of the Mill Site zoned as Timber Resources Industrial which allows aquaculture activities. Additionally, the rezone of the Coastal Trail and the Noyo Center parcels is preferred because it would prioritize coastal dependent uses.
30223. <i>Upland areas necessary to support coastal recreational uses shall be reserved for such uses, where feasible.</i>	The rezone of the Coastal Trail would preserve 104 acres for coastal recreational uses.
30224. <i>Increased recreational boating use of coastal waters shall be encouraged, in accordance with this division, by developing dry storage areas, increasing public launching facilities, providing additional berthing space in existing harbors, limiting non-water-dependent land uses that congest access corridors and preclude boating support facilities, providing harbors of refuge, and by providing for new boating facilities in natural harbors, new protected water areas, and in areas dredged from dry land.</i>	The rezoning of the Noyo Center site from Timber Resources Industrial to Public Facilities will allow a dry storage area for the Noyo Center facility, which has wet storage in the harbor.

Coastal Act	Consistency Analysis
<b>ARTICLE 4. Marine Environment [30230 - 30236]</b>	
30230, 30231, 30232, 30233.	<p>The LCP amendment will not modify the Coastal General Plan policies related to the protection of marine resources, the biological productivity of streams, or the diking, filling, or dredging of open coastal waters, wetlands, estuaries. All implementing regulations in the CLUDC regarding these issues will also remain unchanged. These policies and regulations would be utilized when preparing a CDP.</p> <p>The Noyo Centers mission is to enhance and restore marine resources and so will help to implement Section 30220 and 30231.</p>
30234. 30234.5. 30235. 30236.	<p>The LCP amendment will not modify the Coastal General Plan policies related to the commercial fishing facilities, revetments, breakwaters, groins, harbor channels, seawalls, cliff retaining walls, or other substantial alterations of rivers and streams. All implementing regulations in the CLUDC regarding these issues will also remain unchanged. These policies and regulations would be utilized when preparing a CDP for future development.</p> <p>The Noyo Centers mission is to enhance and restore fisheries and so will help to implement Section 30234.</p>

Coastal Act	Consistency Analysis
<b>ARTICLE 5. Land Resources [30240 - 30244]</b>	
<u>30240.</u> (a) <i>Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values, and only uses dependent on those resources shall be allowed within those areas.</i> (b) <i>Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade those areas, and shall be compatible with the continuance of those habitat and recreation areas.</i>	<p>The LCP amendment will not modify the Coastal General Plan policies related to ESHA or parks or the related implementing regulations in the CLUDC. These policies and regulations would be utilized when preparing a CDP for future development.</p>
Sections 30241.5. 30242. 30243.	<p>These sections of the Coastal Act do not apply to this project. The proposed site is not suitable for agricultural uses (due to clean up levels) or timber lands as the parcels are located in an urbanized area.</p>
30244. <i>Where development would adversely impact archaeological or paleontological resources as identified by the State Historic Preservation Officer, reasonable mitigation measures shall be required.</i>	<p>The LCP amendment will not modify the Coastal General Plan archaeological policies or implementing regulations in the CLUDC. These policies and regulations would continue to be utilized when preparing a CDP.</p>

Coastal Act	Consistency Analysis
<b>ARTICLE 6. Development [30250 - 30255]</b>	
<p>30250. (a) <i>New residential, commercial, or industrial development, except as otherwise provided in this division, shall be located within, contiguous with, or in close proximity to, existing developed areas able to accommodate it or, where such areas are not able to accommodate it, in other areas with adequate public services and where it will not have significant adverse effects, either individually or cumulatively, on coastal resources. In addition, land divisions, other than leases for agricultural uses, outside existing developed areas shall be permitted only where 50 percent of the usable parcels in the area have been developed and the created parcels would be no smaller than the average size of surrounding parcels.</i></p> <p>(b) <i>Where feasible, new hazardous industrial development shall be located away from existing developed areas.</i></p> <p>(c) <i>Visitor-serving facilities that cannot feasibly be located in existing developed areas shall be located in existing isolated developments or at selected points of attraction for visitors.</i></p>	<p>All parcels recommended for rezoning are located contiguous to or in close proximity to existing developed areas.</p> <p>The Noyo Center, SVBP and Coastal Trail parcels are in close proximity to public services (sewer, water and power).</p> <p>No land division are proposed for this project, and more than 50 percent of usable parcels in Fort Bragg have been developed.</p> <p>The proposed LCP amendment would rezone parcels currently zoned for hazardous industrial development to Parks and Recreation, Public Facilities and Residential.</p> <p>The Coastal Trail and Noyo Center are both visitor serving facilities and they are located on parcels adjacent to the ocean and thus are attractive to visitors.</p>
<p>30251. <i>The scenic and visual qualities of coastal areas shall be considered and protected as a resource of public importance. Permitted development shall be sited and designed to protect views to and along the ocean and scenic coastal areas, to minimize the alteration of natural land forms, to be visually compatible with the character of surrounding areas, and, where feasible, to restore and enhance visual quality in visually degraded areas. New development in highly scenic areas such as those designated in the California Coastline Preservation and Recreation Plan prepared by the Department of Parks and Recreation and by local government shall be subordinate to the character of its setting.</i></p>	<p>The LCP amendment will not modify the Coastal General Plan policies related to the protection of scenic and visual resources or the related implementing regulations in the CLUDC. These policies and regulations would continue to be used when preparing a CDP.</p>
<p>30252. <i>The location and amount of new development should maintain and enhance public access to the coast by (1) facilitating the provision or extension of transit service,</i></p>	<p>The proposed LCP amendment would maintain and enhance public access to the coast through the rezoning of the Coastal Trail and Noyo Center parcels.</p>

<p><i>(2) providing commercial facilities within or adjoining residential development or in other areas that will minimize the use of coastal access roads, (3) providing non-automobile circulation within the development, (4) providing adequate parking facilities or providing substitute means of serving the development with public transportation, (5) assuring the potential for public transit for high intensity uses such as high-rise office buildings, and by (6) assuring that the recreational needs of new residents will not overload nearby coastal recreation areas by correlating the amount of development with local park acquisition and development plans with the provision of onsite recreational facilities to serve the new development.</i></p>	<p>The Fort Bragg Coastal Trail project includes 5.4 miles of the State's Coastal Trail and includes adequate parking facilities (200+ spaces). When processed, the CDP for the Noyo Science Center would be a high intensity use and public transit connections would be required per the CLUDC at the time of permitting. The proposed rezone of four acres to residential use will not overburden the 104-acre coastal trail facility.</p>
<p><i>30253. New development shall do all of the following: (a) Minimize risks to life and property in areas of high geologic, flood, and fire hazard. (b) Assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs. (c) Be consistent with requirements imposed by an air pollution control district or the State Air Resources Board as to each particular development. (d) Minimize energy consumption and vehicle miles traveled. (e) Where appropriate, protect special communities and neighborhoods that, because of their unique characteristics, are popular visitor destination points for recreational uses.</i></p>	<p>The LCP amendment will not modify the Coastal General Plan policies related to geotechnical risk management, stormwater management, air quality, energy consumption, visitor serving resources or the related implementing regulations in the CLUDC. These policies and regulations would continue to be used when preparing a CDP.</p>
<p><i>30254. 30254.5.</i></p>	<p>These public works related policies are not applicable to this project.</p>
<p><i>30255. Coastal-dependent developments shall have priority over other developments on or near the shoreline. Except as provided elsewhere in this division, coastal-dependent developments shall not be sited in a wetland. When appropriate, coastal-related developments should be accommodated within reasonable proximity to the coastal-dependent uses they support.</i></p>	<p>The proposed rezoning will ensure that the coastal dependent uses of the Coastal Trail and the Noyo Science Center will have priority over other development along this beautiful stretch of California shoreline. The LCP amendment will not modify the Coastal General Plan policies related to development in wetlands or the related implementing regulations in the CLUDC.</p>



Coastal Act	Consistency Analysis
<b>ARTICLE 7. Industrial Development [30260 - 30265.5]</b>	
30260	The LCP amendment will not modify the Coastal General Plan policies related to Coastal Dependent industrial facilities or the related implementing regulations in the CLUDC.
30261, 30262, 30263, 30264	The proposed amendment will reduce the amount of land zoned for Timber Resources Industrial uses. However, the Timber Resources Industrial zoning district does not allow tanker facilities, oil and gas development/refineries, petrochemical facilities, or thermal electric generating plants. As such the proposed rezoning will not constrain the ability of such uses to continue to be accommodated in the City's Heavy Industrial zoning districts. Furthermore, the proposed LCP amendment does not propose any changes to policies or regulations regarding offshore or onshore energy development or processing.
30265 and 30265.5	These findings, declarations and process requirements are not relevant to, nor would they be impacted by the proposed LCP Amendment.

Coastal Act	Consistency Analysis
<b>ARTICLE 8. Sea Level Rise [30270- 30270.]</b>	
<p>30270. The commission shall take into account the effects of sea level rise in coastal resources planning and management policies and activities in order to identify, assess, and, to the extent feasible, avoid and mitigate the adverse effects of sea level rise.</p>	<ul style="list-style-type: none"> <li>• The Coastal Trail lands are located within 100 feet of the bluff edge and range from 30 above sea level on the North trail to 105 feet above sea level on the south trail. The trail facility was developed sufficiently back from the bluff to last for approximately 30 years as per the geotechnical study prepared for this site. The coastal trail width of 100+ feet was acquired to ensure that coastal access be available for 100 years.</li> <li>• Noyo Center – the Noyo Center Parcel is located 60 feet above sea level and from 100 to 1,200 feet from the bluff edge. The proposed development for the Laboneatory would be 750 feet inland from the bluff edge. This facility would not be directly impacted by sea level rise.</li> <li>• SVBP parcel – The SVBP parcel is located 90 feet above sea level and inside the Noyo Harbor as such it will not be impacted by sea level rise or wave-induced bluff erosion.</li> </ul>

## Attachment 3 – LCP Amendment: Proposed Zoning Changes, Land Uses, Transportation Facilities & Coastal Access

### Proposed Zoning Changes

The zoning map on the next page illustrates the parcels proposed for rezoning in red outline.

**Table 1 LCP Amendment 1-24: Parcel Number, Current Zoning & Proposed Zoning**

Parcel Number	Size (acers)	Existing Zoning	Proposed Zoning
<b>Noyo Center</b> 018-430-15-00	11	Timber Resources Industrial	Public Facilities
<b>Coastal Trail</b> 018-430-11-00, 018-430-18-00, 018-430-15-00, 018-430-04-00, 008-020-14-00, 008-020-10-00, 008-020-11-00, 008-010-35-00, 008-010-38-00, 018-430-10-00	104	Timber Resources Industrial	Parks and Recreation
<b>Sherwood Valley Band of Pomo</b> 018-430-07-00, APN 018-430-07-71, 018-430-07-72, 018-430-07-73	4	Timber Resources Industrial	Medium Density Residential
<b>Sherwood Valley Band of Pomo</b> 018-120-44-00	1.3	Highway Visitor Commercial	Medium Density Residential

The boundaries of the Land Use Designations are general and schematic illustrating the policies of the various zoning districts. Refer to the Assessor's Parcel Map for updated parcel boundary maps.

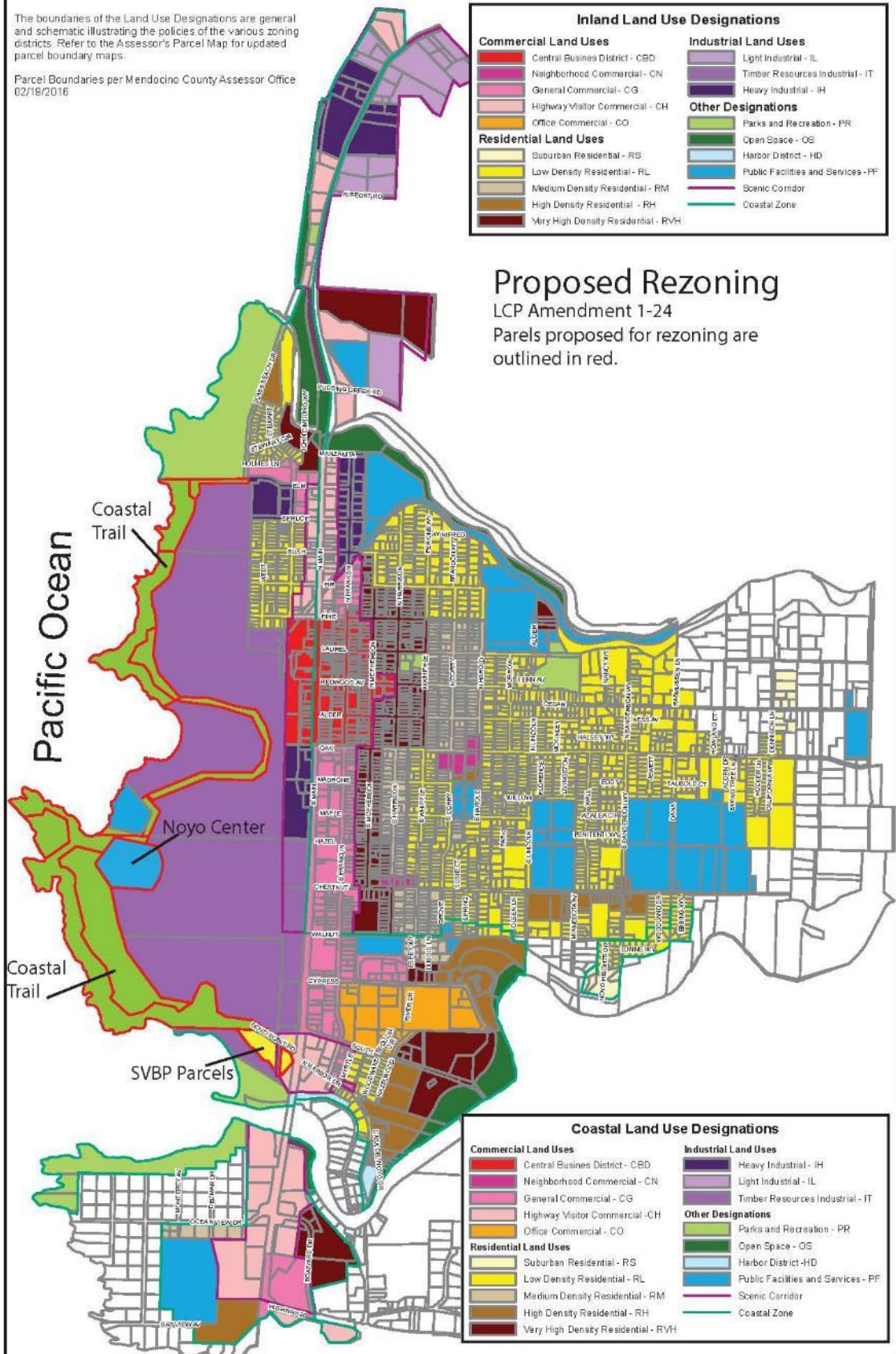
Parcel Boundaries per Mendocino County Assessor Office 02/18/2016

Inland Land Use Designations			
Commercial Land Uses		Industrial Land Uses	
Central Business District - CBD		Light Industrial - IL	
Neighborhood Commercial - CN		Timber Resources Industrial - IT	
General Commercial - CG		Heavy Industrial - IH	
Highway Visitor Commercial - CH		Other Designations	
Office Commercial - CO		Parks and Recreation - PR	
Residential Land Uses		Open Space - OS	
Suburban Residential - RS		Harbor District - HD	
Low Density Residential - RL		Public Facilities and Services - PF	
Medium Density Residential - RM		Scenic Corridor	
High Density Residential - RH		Coastal Zone	
Very High Density Residential - RVH			

## Proposed Rezoning

LCP Amendment 1-24

Parcels proposed for rezoning are outlined in red.



## 2. CLUDC Land Use Categories

The land uses currently allowed within each of the zoning district will remain unchanged, with one exception.

- Science Center will be added as a land use requiring a Use Permit (to the listing that includes Library and Museum) in the Public Facilities zoning district. Science center is a broader category and has been added to this list because it incorporates the following types of activities, not typically associated with a museum: science research, science education, indoor and outdoor exhibits, animal keeping and rescue, technology experience, equipment storage, research and development, retail, and scientist housing.

This LCP amendment would consist of the following changes:

- Amend Table 2-14 of 17.26.030 to add Science Center to the Public Facilities zoning district as noted below:

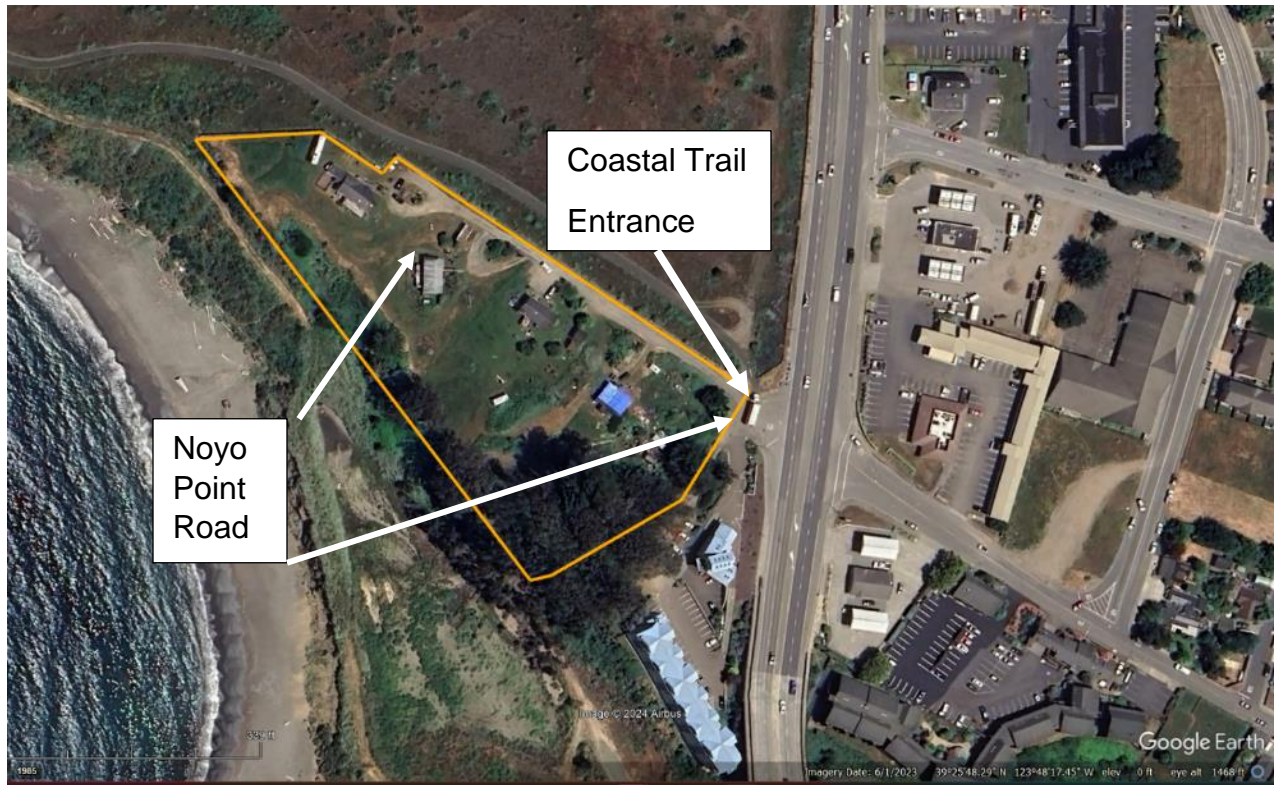
TABLE 2-14 Allowed Land Uses and Permit Requirements for Special Purpose Zoning Districts	Permitted Use, Zoning Clearance required			
	P	Minor Use Permit required (see Section <a href="#">17.71.060</a> )		
	MUP	Use Permit required (see Section <a href="#">17.71.060</a> )		
	UP	Permit requirement set by Specific Use Regulations		
	S	Use not allowed		
	—			
LAND USE (1)	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	OS	PR	PF	
Nature preserve	P	P	P	
Storage - Warehouse	-	-	UP	
Library, museum, science center	-	UP	UP	
Meeting facility, public or private	-	UP	UP	
School - Specialized education/training	-	-	P	
Caretaker quarters	MUP	MUP	MUP	
Accessory retail or services	-	P	P	



### 3. Transportation Facilities & Coastal Access

#### Sherwood Valley Band of Pomo Parcel

The Sherwood Valley Band of Pomo parcel is located on Noyo Point Road which serves all four residences. The parcel is also immediately adjacent to the Coastal Trail and has easy access to both Highway 1 and the Coastal Trail.

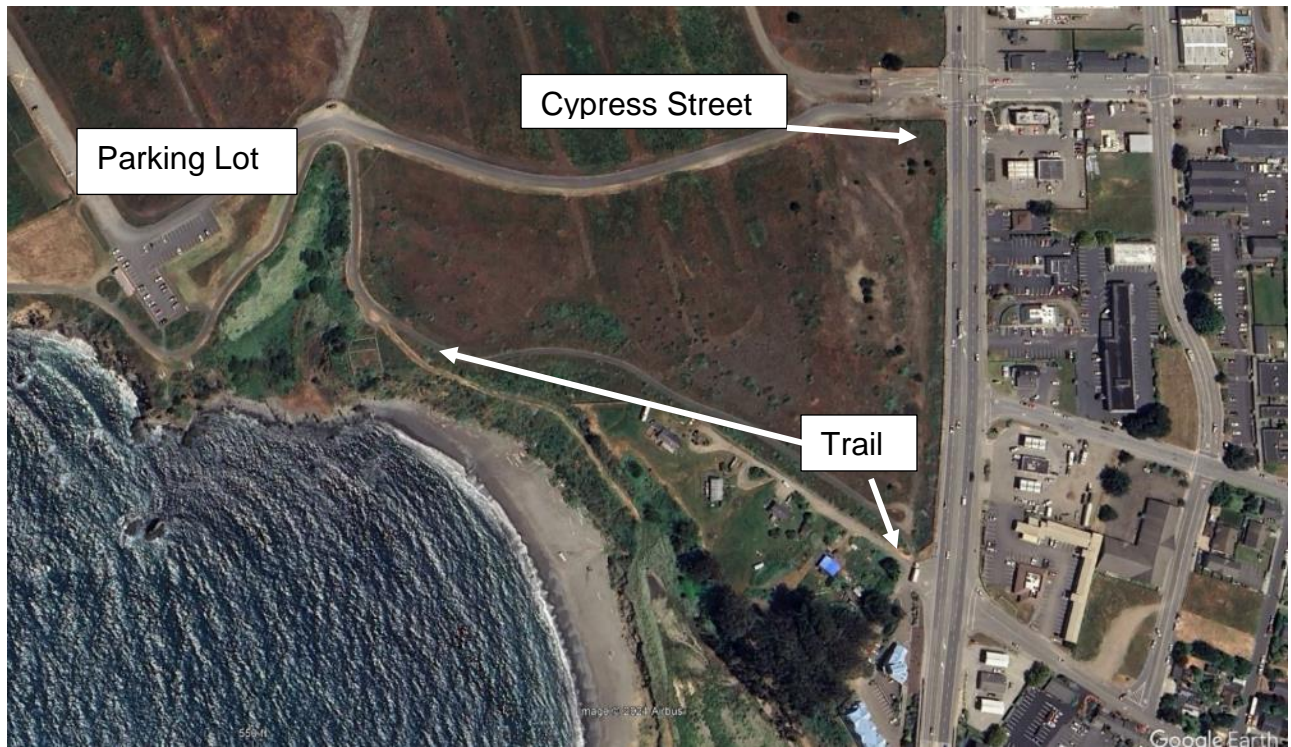


#### Fort Bragg Coastal Trail Access.

The Fort Bragg coastal Trail provides 5+ miles of paved bicycle and ADA accessible trails on the Fort Bragg bluff top. The Fort Bragg Coastal Trail property is accessible by bicycle and pedestrian from Noyo Point Road and by car, bicycle and pedestrian via Cypress Street, Oak Street, Elm Street and Glass Beach Drive as illustrated below.



### South entrances to the Coastal Trail Parcels



### Middle Entrance to Coastal Trail Parcels

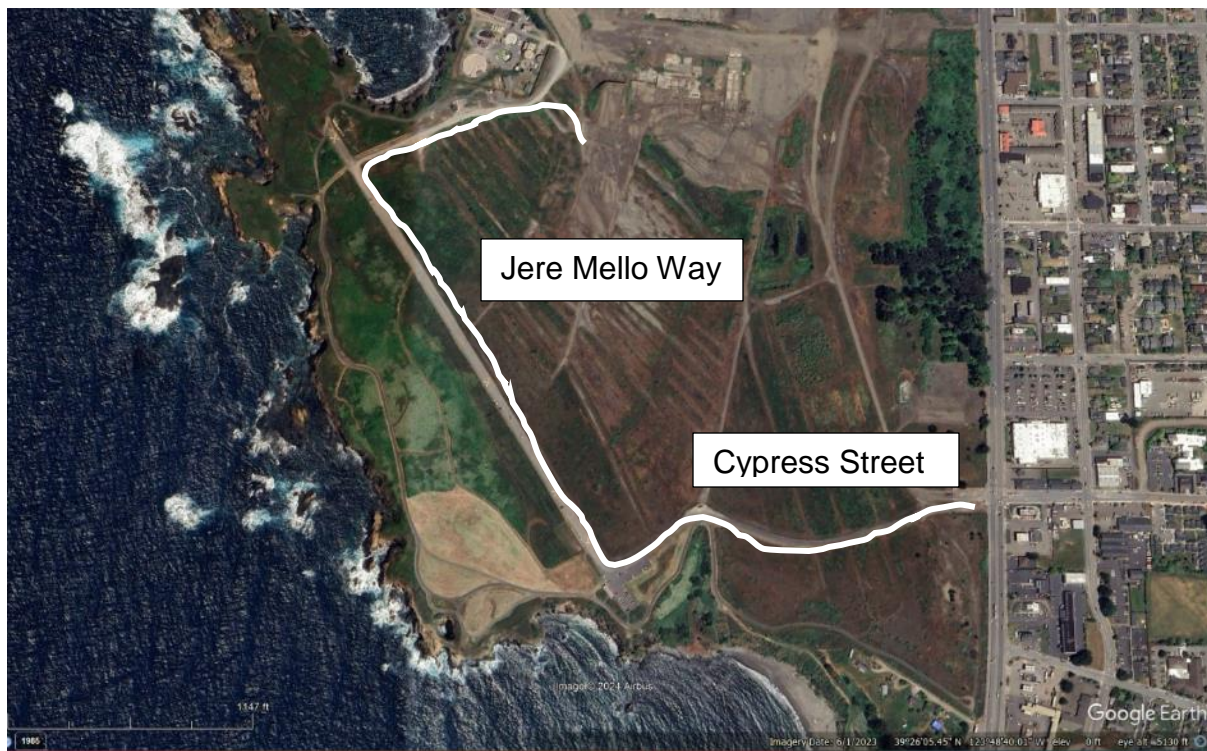




## North Entrance to Coastal Trail Parcels



Noyo Center Parcel is accessed by Cypress Street and Jere Mello Way. The Coastal Trail is located directly to the west and north of the site.





### **Attachment 3 – Consistency Analysis of LCP Amendment with the Certified LCP**

MJC has reviewed the Certified LCP and determined that the proposed amendment will not conflict with other sections of the Certified LCP. Further MJC has described the relationship to and effect of the LCP amendment on all relevant Elements of the General Plan and all relevant Sections of the Coastal Land Use and Development Code, as described below.

#### **1. Coastal General Plan**

**Land Use Element.** The Land Use Chapter of the Coastal General Plan establishes policies and programs to maintain the existing pattern of land uses within the City while anticipating and providing for future growth and development. The Land Use Element of the Coastal General Plan, certified in 2008, established the newly created Timber Resources Industrial land use to support the continued use of the area for timber processing activities and to establish a clear planning process for transitioning this land to other uses. MJC reviewed the Land Use Element and determined that the proposed changes to LU Map 1 and LU Map 4 do not conflict with any of the other maps, policies or programs of the Land Use Element.

The purpose section of the Land Use Plan includes the following language regarding properties zoned Timber Resources Industrial:

The most significant policy change in the Land Use Element is the reclassification of the Industrial Lands which lie west of Highway One between Noyo River and Elm Street. The newly-created Timber Resource Industrial land use designation is intended to support the continued use of this area for timber processing activities and to establish a clear planning process for the transition of this land to other uses, as initiated by the property owners.

As indicated by the highlighted text above the changes to Map LU-4 would allow property owners who otherwise could not change the zoning of their property and opportunity to do so through a clear planning process.

The proposed changes to Map LU-1 and Map LU-4 combined with the community based comprehensive planning process of 2017 and 2019 and the proposed changes to the Zoning Map will result in new zoning for the site, conformance of existing development with IP regulations, and potential new development. All new zoning and proposed new development must comply with all associated regulations and policies in the Certified LCP and the Coastal Act. The parcels which will be rezoned through the LCP amendment use existing zoning districts (Parks and Recreation, Low Density Residential, and Public Facilities) and accordingly will be regulated just like all other parcels within each of these zoning districts. These map changes will not conflict with any policies, maps or regulations of the LCP.

The proposed changes to Map LU-4 will ensure that all parcels within Plan Area C will comply with Polic LU-72 which requires a comprehensive planning process and mill site rezoning be “consistent with all policies of the Coastal Act and Fort Bragg’s LCP.”

All policies of the Land Use Element will continue to apply to Plan Area C or the Mill Site..

**Public Facilities Element.** There are no policies in the Public Facilities Element that conflict with the proposed changes to Map LU-4. However, a number of policies will guide the future reuse of Plan Area C of the Mill Site. Key policies from the Public Facilities Element that will influence the design and financing of infrastructure on the site include the following:

Policy PF-1.1: All new development proposals shall be reviewed and conditioned to ensure that adequate public services and infrastructure can be provided to the development without substantially reducing the services provided to existing residents and businesses.

Program PF-1.1.1: New development shall be responsible for any improvements or extensions of infrastructure or the service capacity necessary to serve the development.

Policy PF-1.2: Ensure Adequate Services and Infrastructure for New Development. No permit for development shall be approved unless it can be demonstrated that such development will be served upon completion with adequate services, including but not limited to potable water; wastewater collection, treatment and disposal; storm drainage; fire and emergency medical response; police protection; transportation; schools; and solid waste collection and disposal; as applicable to the proposed development.

- a. Demonstration of adequate water and sewer facilities shall include evidence that adequate capacity will be available within the system to serve the development and all other known and foreseeable development the system is committed to serving, and that the municipal system will provide such service for the development;
- b. Demonstration of adequate road facilities shall include information demonstrating that (i) access roads connecting to a public street can be developed in locations and in a manner consistent with LCP policies; and (ii) that the traffic generated by the proposed development, and all other known and foreseeable development, will not cause Levels of Service (LOS) of roads, streets, and intersections within the City to reduce below LOS standards contained in Policy C-1.1 of the Circulation Element of the Coastal General Plan.

Policy PF-2.1 Development Pays Its Share: Require that new development pay its share of capital improvements and the cost of public services to maintain adequate levels of service.

Program PF-2.1.1: Maintain development impact and mitigation fees at a level adequate to finance infrastructure costs. Periodically review the City’s fee structure to ensure that it accurately reflects the actual cost of providing services.

Program PF-2.1.2: Consider revising the Coastal LUDC to require property owners seeking annexation approval to enter into a pre-annexation agreement stating that they will not oppose assessment districts, including lighting and street maintenance districts.

Policy PF-2.2: Potable Water Capacity: Develop long-term solutions regarding the supply, storage, and distribution of potable water and develop additional supplies. In addition to providing capacity for potential build-out under the City General Plan outside the coastal zone, any expansion of capacity of water facilities

shall be designed to serve no more than the maximum level of development in the coastal zone allowed by the certified LCP that is consistent with all other policies of the LCP and Coastal General Plan. The City shall identify and implement water system improvements or changes in service areas that are designed to ensure adequate service capacity to accommodate existing, authorized, and projected probable future coastal dependent priority uses. Such uses include, but are not limited to, industrial (including commercial fishing facilities), visitor serving, and recreational priority uses in commercial, industrial, parks and recreation, and public facilities districts.

All policies of the Public Utilities Element will apply to future use of Plan Area C of the Mill Site.

**Conservation, Open Space, Energy, and Parks Element.** There are no policies in the Conservation Element that conflict with the proposed changes to Map LU-1 or Map LU-4. All policies of the Conservation Element will apply to future use of the Mill Site.

**Circulation Element.** The proposed changes to Map LU-1 or Map LU-4 will not conflict with any policies of the Circulation Element. Only Policy C-2.10 of the Circulation Element specifically addresses the reuse of the Mill Site.

Policy C-2.10 Continue Grid System onto Mill Site: Ensure that the grid street system and a north/south arterial on the Mill Site be designed, as feasible, to ensure the maximum benefit to local traffic, pedestrian, and bicycle circulation and to provide maximum public access to the coast.

The Coastal Trail parcel is directly connected to the grid street system at Glass Beach Drive and Cypress Street. The SVBP parcel is connected to the street grid at Noyo Point Road. The Noyo Center parcel cannot be connected to a street grid through the mill site at this time because the intervening property is owned by Mendocino Railroad. However the Noyo Center property does connect to the Street Grid indirectly via Jere Mello Way and Cypress Street.

A number of Circulation Element policies will guide the future reuse of Plan Area C including the following:

Policy C-1.2 Coordinate Land Use and Transportation: Ensure that the amount and phasing of development can be adequately served by transportation facilities.

Program C-1.2.1: Review development proposals for their direct and cumulative effects on roadway Level of Service standards. During the development review process, City MJC will determine whether traffic studies need to be carried out and the scope of such studies.

Policy C-1.3: Do not permit new development that would result in the exceedance of roadway and intersection Levels of Service standards unless one of the following conditions is met:

- a) Revisions are incorporated in the proposed development project which prevent the Level of Service from deteriorating below the adopted Level of Service standards; or
- b) Funding of prorata share of the cost of circulation improvements and/or the construction of roadway improvements needed to maintain the established Level of Service is included as a condition or development standard of project approval.

Policy C-1.4: Include specific time frames for the funding and completion of roadway improvements

for projects which cause adopted roadway and intersection Level of Service standards to be exceeded. Require security, bonding or other means acceptable to the City to ensure the timely implementation of roadway mitigations.

Policy C-2.7: Consider Impacts to Roads for LCP Amendments. Direct, indirect, and cumulative adverse impacts to Highway 1 capacity in the rural areas surrounding Fort Bragg shall be considered during the review of proposed LCP amendments that would increase density or change land use classifications to ensure that Highway 1 in rural areas outside the Mendocino County urban/rural boundary remains a scenic two-lane road consistent with Section 30254 of the Coastal Act.

Policy C-9.1: Provide Continuous Sidewalks: Provide a continuous system of sidewalks throughout the City.

Policy C-9.2: Require Sidewalks. Require a sidewalk on both sides of all collector and arterial streets and on at least one side of local streets as a condition of approval for new development.

Policy C-10.2: Require Bikeways. Require new development to provide on-site connections to existing and proposed bikeways, as appropriate.

All policies of the Circulation Element will apply to future use of the Mill Site.

**Community Design Element.** The proposed changes to Map LU-1 or Map LU-4 will not conflict with any policies of the Community Design Element. All policies of the Community Design Element will apply to future use of the Mill Site.

**Safety Element.** The proposed changes to Map LU-1 or Map LU-4 will not conflict with any policies of the Safety Element. All policies of the Safety Element will apply to future use of the Mill Site.

**Noise Element.** The proposed changes to Map LU-1 or Map LU-4 will not conflict with any policies of the Noise Element. All policies of the Noise Element will apply to future use of the Mill Site.

**Housing Element.** The proposed changes to Map LU-1 or Map LU-4 will not conflict with any policies of the Housing Element. All policies of the Housing Element will apply to future use of the Mill Site.

**Glossary.** The proposed changes to Map LU-1 or Map LU-4 will not conflict with any definitions in the glossary.

## **2. Coastal Land Use and Development Code**

MJC completed a comprehensive review of the Coastal land Use and Development Code and determined that the proposed revisions to Map LU-1 or Map LU-4 will not conflict with any section of the Coastal land Use and Development Code. Likewise the proposed

changes to the Zoning Map to rezone the parcels of Plan Area C and the proposed addition of a Science Center as an allowable use to the Public Facilities District in Land Use Table 2-14 also are consistent with the LCP.

Generally, for all development permits (Use Permit, Design review, and Coastal Development Permit), all subdivisions (Lot Split, Minor and Major) and all Local Coastal Program Amendments, the following findings must be made by the Planning Commission, and the City Council upon appeal prior, to an approval of an individual permit, subdivision or LCP amendment.

“The [use, design, subdivision, project, LCP Amendment etc.] will be consistent with the Coastal General Plan, Local Coastal Program, and any applicable specific plan.”

“As conditioned, the proposed use is allowed within the applicable zoning district and complies with all other applicable provisions of this Development Code and the Municipal Code”

These findings will have to be made for all new development proposed for all rezoned parcels and will ensure that new development complies with the Certified LCP.

## RESOLUTION NO. PC 22-2024

**A RESOLUTION OF THE FORT BRAGG PLANNING COMMISSION  
RECOMMENDING THAT THE CITY COUNCIL SUBMIT LCP AMENDMENT 1-  
24 TO THE COASTAL COMMISSION TO: 1) AMEND MAP LU-4 OF THE  
COASTAL GENERAL PLAN TO ADD A THIRD PLAN AREA; AND 2) AMEND  
TABLE 2-10 OF THE CLUDC TO ALLOW A SCIENCE CENTER WITH A USE  
PERMIT IN THE PUBLIC FACILITIES ZONING DISTRICT; AND 3) AMEND  
THE ZONING MAP TO: A) REZONE THE NOYO CENTER PARCEL TO  
PUBLIC FACILITIES ZONING DISTRICT, AND B) REZONE THE COASTAL  
TRAIL PARCELS TO PARKS & RECREATION ZONING DISTRICT AND C)  
REZONE THE SHERWOOD VALLEY BAND OF POMO (SVBP) PARCEL AS  
RESIDENTIAL.**

**WHEREAS**, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the “City”) to enact local planning and land use regulations; and

**WHEREAS** the authority to adopt and enforce zoning regulations is an exercise of the City’s police power to protect the public health, safety, and welfare; and

**WHEREAS** the City of Fort Bragg (“City”) adopted a General Plan in 2002 which established policies for all lands within Fort Bragg city limits; and

**WHEREAS**, the City adopted a Coastal General Plan (“Coastal GP”) as the Land Use Plan portion of the Local Coastal Program on May 12, 2008 which established policies for all land within the Fort Bragg Coastal Zone; and

**WHEREAS**, in August 2008 the California Coastal Commission certified the City’s Local Coastal Program (LCP) which includes the Coastal GP as the Land Use Plan; and

**WHEREAS**, the City Council adopted Resolution 3162-2008 on May 12, 2008 adopting the Coastal General Plan; and

**WHEREAS**, the City adopted a Coastal Land Use and Development Code in 2008 as the implementing portion of the Local Coastal Program on May 12, 2008, which established all land use regulations for the Coastal Zone; and

**WHEREAS**, on April 23, 2018, the City Council adopted a resolution to submit LCP Amendment 3-17 to the Coastal Commission to revise Policy LU-7.1 and Policy LU-7.2 and Map LU-4 to require a comprehensive planning process instead of a Specific Plan for any future LCP amendment impacting land zoned Timber Resources Industrial; and

**WHEREAS**, on September 12, 2018 the California Coastal Commission certified the City’s LCP Amendment 3-17 submittal without making any changes; and

**WHEREAS**, the Coastal General Plan includes policies to: (1) advance the orderly growth and development of the City’s Coastal Zone; (2) protect coastal resources; (3) incorporate sustainability into the development process so that Fort

Bragg's coastal resources and amenities are preserved for future generations; (4) respond to current environmental and infrastructure constraints; (5) protect the public health, safety and welfare; and (6) promote fiscally responsible development; and

**WHEREAS**, Map LU-4 defines two Plan Areas for all future LCP amendments related to the Mill Site; and

**WHEREAS**, the City of Fort Bragg, the Noyo Center and the SVBP own significant property on the Mill Site, which has been through two comprehensive planning processes and these property owners are seeking to rezone their properties based on those comprehensive planning processes; and

**WHEREAS**, none of these property owners are financially able to undertake a comprehensive planning process for lands owned by Mendocino Railway; and

**WHEREAS**, the land owned by the City of Fort Bragg, the Noyo Center and SVBP total 126.3 acres or 36% of the Mill Site; and

**WHEREAS** the City, SVBP and the Noyo Center for Marine Science, seek to change the zoning of their respective properties to conform with current uses and proposed uses as follows: a) rezone the Noyo Center parcel to Public Facilities, and b) rezone the Coastal Trail parcels to Parks & Recreation, and c) rezone the SVBP parcel to Low-Density Residential; and

**WHEREAS**, The project is exempt from CEQA, as the "activities and approvals by a local government necessary for the preparation and adoption of a local coastal program or long range development plan" pursuant to the California Coastal Act are statutorily exempt from compliance with CEQA, and this statutory exemption "shifts the burden of CEQA compliance from the local agency to the California Coastal Commission (CEQA Guidelines § 15265 (c)); and

**WHEREAS** the Planning Commission held a duly noticed public hearing on August 14, 2024, to consider the LCP amendment, accept public testimony and provided direction to the consultant to revise the resolution and ordinance language; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Fort Bragg Planning Commission, based on the entirety of the record before it, which includes without limitation, CEQA, Public Resources Code §21000, et seq. and the CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg Coastal General Plan; the Fort Bragg Coastal Land Use and Development Code; the Project application; all reports and public testimony submitted as part of the Planning Commission meeting of August 14, 2024 and Planning Commission deliberations; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the Planning Commission of the City of Fort Bragg does hereby make the following findings and determinations:

## **SECTION 1: COASTAL LAND USE AND DEVELOPMENT CODE AMENDMENT FINDINGS**

Pursuant to Fort Bragg Municipal Code Section 17.94.060, the Planning Commission makes the following findings for adoption of the proposed amendments to the Fort Bragg Coastal General Plan and Land Use and Development Code per the findings analysis

incorporated herein by reference to the project staff report, dated August 14, 2024:

- A. Findings for General Plan amendments.
  - 1. The amendment is internally consistent with all other provisions of the General Plan and any applicable specific plan;
  - 2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and
  - 3. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the proposed or anticipated uses and/or development would not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.
- B. Findings for Development Code and Zoning Map text amendments.
  - 1. Findings required for all Development Code and Zoning Map text amendments:
    - a. The proposed amendment is consistent with the General Plan and any applicable specific plan; and
    - b. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
  - 2. Additional finding for Development Code amendments: The proposed amendment is internally consistent with other applicable provisions of this Development Code.
  - 3. Additional finding for Zoning Map amendments: The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the requested zoning designation and the proposed or anticipated uses and/or development would not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

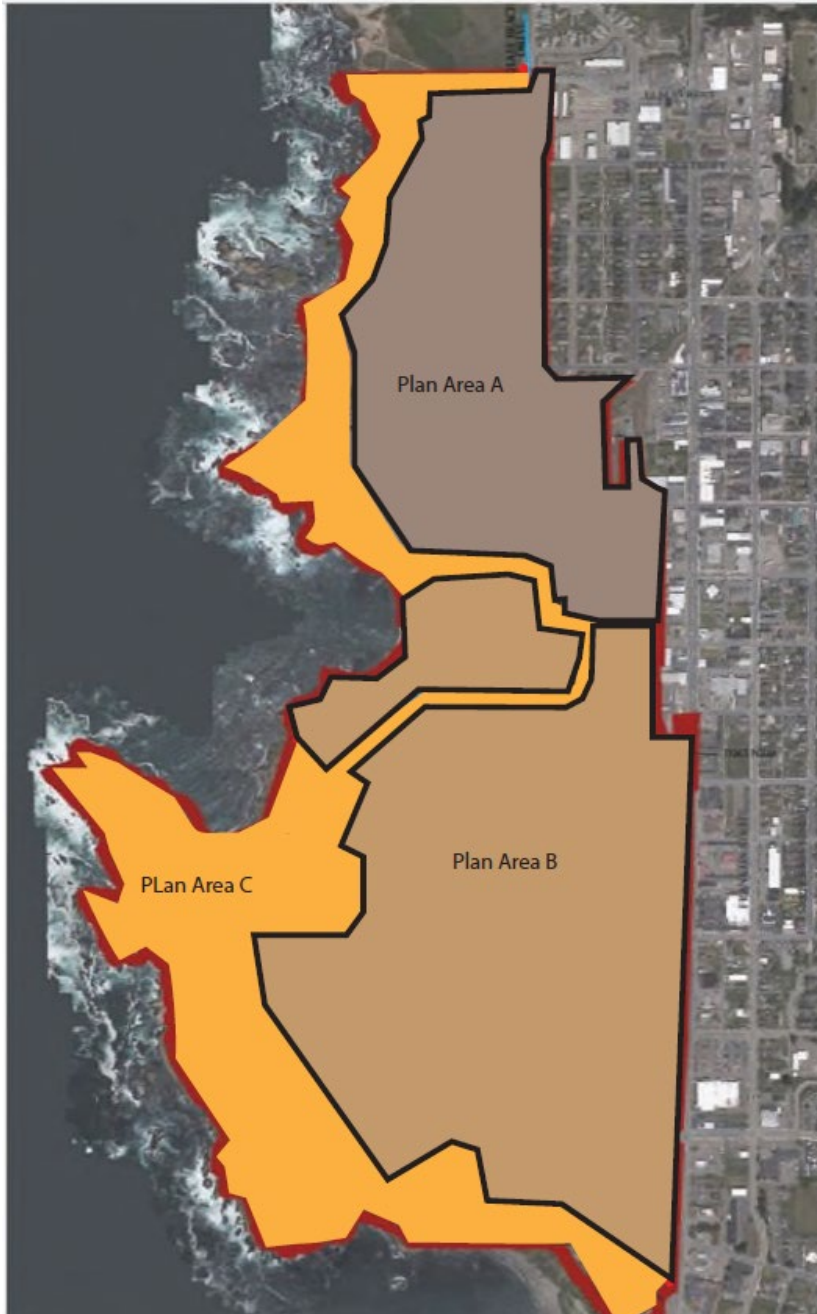
## **SECTION 2: GENERAL FINDINGS:**

- a. The foregoing recitals are true and correct and made a part of this Resolution; and
- b. The documents and other material constituting the record for these proceedings are located in the Community Development Department.

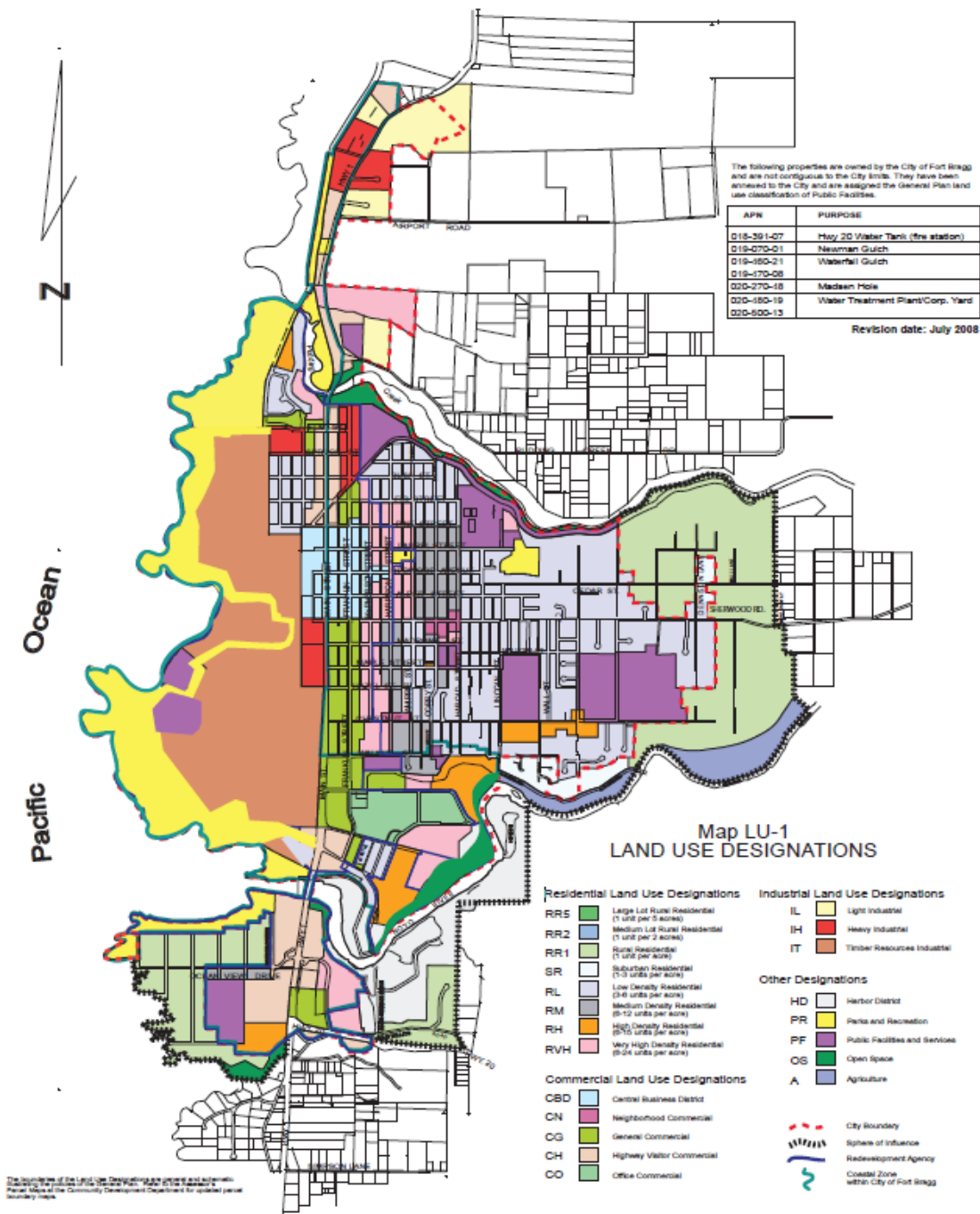


**SECTION 3:** *Based on the foregoing, the Planning Commission does hereby Recommend that the City Council submit LCP Amendment 1-24 to the Coastal Commission to amend Coastal General Plan Map LU-4 to add Plan Area C as follows:*

*Map LU-4: Mill Site Plan Areas for Comprehensive Planning Processes*



**SECTION 4.** Based on the foregoing, the Planning Commission does hereby Recommend that the City Council submit LCP Amendment 1-24 to the Coastal Commission to amend Coastal General Plan Map LU-1 as follows.

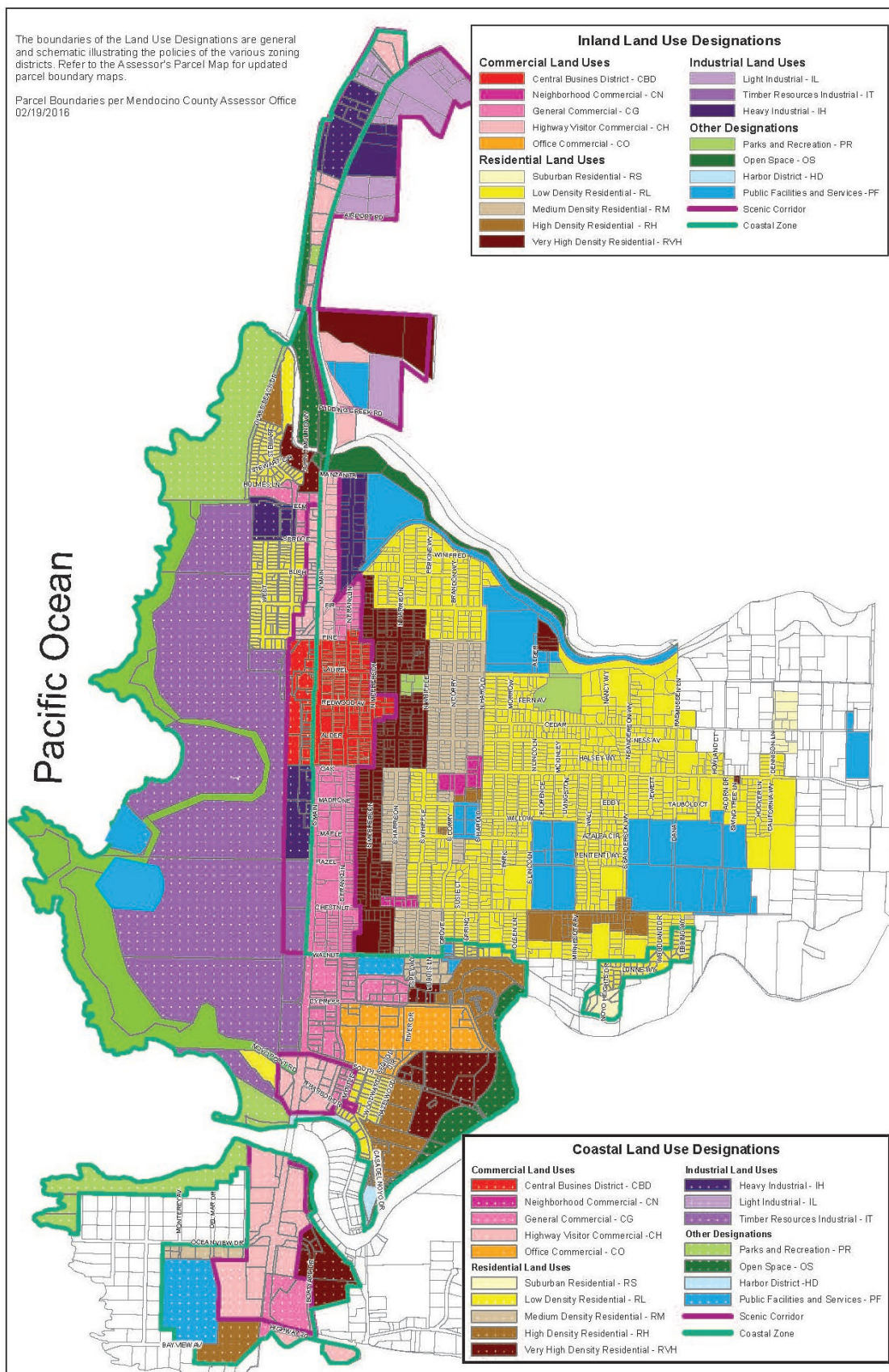


**SECTION 5.** *Based on the foregoing, the Planning Commission does hereby Recommend that the City Council submit an LCP Amendment 1-24 to the Coastal Commission to amend Table 2-14 of 17.26.030 to add Science Center to the Public Facilities zoning district as noted below:*

ABLE 2-14 Allowed Land Uses and Permit Requirements for Special Purpose Zoning Districts	Permitted Use, Zoning Clearance required			
	P	MUP	UP	S
	Permitted Use	Minor Use Permit required (see Section <a href="#">17.71.060</a> )	Use Permit required (see Section <a href="#">17.71.060</a> )	Permit requirement set by Specific Use Regulations
	—	Use not allowed		
LAND USE (1)	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	OS	PR	PF	
Nature preserve	P	P	P	
Storage - Warehouse	-	-	UP	
Library, museum, science center	-	UP	UP	
Meeting facility, public or private	-	UP	UP	
School - Specialized education/training	-	-	P	
Caretaker quarters	MUP	MUP	MUP	
Accessory retail or services	-	P	P	

**SECTION 6.** *Based on the foregoing, the Planning Commission does hereby recommend that the City Council submit LCP Amendment 1-24 to the Coastal Commission to amend the Coastal General Zoning Map as follows:*

- Rezone the Noyo Center parcel to Public Facilities, and*
- Rezone the Coastal Trail parcels to Parks & Recreation, and*
- Rezone the SVBP parcel to Low-Density Residential.*





**BE IT FURTHER RESOLVED** that the Fort Bragg Planning Commission does hereby recommend that the City Council submit LCP Amendment 1-24 to the Coastal Commission to: 1) amend Map LU-4 of the Coastal General Plan to add Plan Area C; 2) amend Map LU-1 to add Land Use Designations for Plan Area C; 3) amend Table 2-10 of the CLUDC to allow a science center with a use permit, and 4) amend the Zoning Map as follows: a) rezone the Noyo Center parcel to Public Facilities, b) rezone the Coastal Trail parcels to Parks & Recreation, and c) rezone the SVBP parcel to Low-Density Residential.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective immediately upon its passage and adoption.

**The above and foregoing Resolution was introduced by Commissioner Neils seconded by Commissioner Turner, and passed and adopted at a regular meeting of the Planning Commission of the City of Fort Bragg held on the 14th day of August 2024, by the following vote:**

**AYES:** Turner, Neils, Stavely, Jensen, Deitz

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**

Signed by:

*Scott Deitz*

76392B124EFE4A3...

**Scott Deitz, Chair**

**ATTEST:**

DocuSigned by:

*Maria Flynn*

0937129E929F4EF

**Maria Flynn, Administrative Assistant**



# CITY OF FORT BRAGG

*Incorporated August 5, 1889*

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

## **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will conduct a public hearing on Local Coastal Plan Amendment 1-24 (LCP 1-24) at a regularly scheduled meeting on Monday, June 23, 2025 at 6:00 PM or as soon thereafter as the matter may be heard at Town Hall, at the corner of Main and Laurel Streets (363 North Main Street), Fort Bragg, California. The public hearing will concern the following item:

APPLICATION: Local Coastal Plan Amendment 1-24 (LCP 1-24)  
FILING DATE: February 29, 2024  
APPLICANT: Noyo Center for Marine Science/Sheila Siemens  
PROJECT: Adopt an Ordinance of the Fort Bragg City Council Adopting an Ordinance (Coastal Plan Amendment LCP 1-24), Certified by the California Coastal Commission, to:

- a) Amend Map LU-4 of the Coastal General Plan to Add a Third Plan Area; and
- b) Amend Table 2-10 of the CLUDC to Allow a Science Center with a Use Permit in the Public Facilities Zoning District; and
- c) Add a Definition of Science Center to the CLUDC; and
- d) Amend the General Plan Land Use Map and the Zoning Map to: I) Rezone the Noyo Center Parcel to Public Facilities Zoning District, and II) Rezone the Coastal Trail Parcels to Parks & Recreation Zoning District and III) Rezone the Sherwood Valley Band of Pomo Parcels as Medium Density Residential Zoning.

LOCATION: Various addresses on Jere Melo St and Noyo Point Road  
APNS: Noyo Center - 018-430-15; Coastal Trail - 018-430-01, 018-430-18, 018-430-15, 018-430-04, 008-020-14, 008-020-10, 008-020-11, 008-010-35, 008-010-38, 018-430-10; Sherwood Valley Band of Pomo 018-430-07, 018-430-07-71, 018-430-07-72, 018-430-07-73, 018-120-44  
LOT SIZE: Noyo Center - 11.6 acres, Coastal Trail – 104 acres, Sherwood Valley Band of Pomo – 5.3 acres  
ZONING: Timber Resources Industrial, Highway Visitor Commercial, Coastal Zone  
ENVIRONMENTAL: Categorically Exempt from CEQA under Section CEQA Guidelines§ 15265 (c).

Public Comment regarding this Public Hearing may be made in any of the following ways: (1) Emailed to [cityclerk@fortbragg.com](mailto:cityclerk@fortbragg.com) (2) Written comments delivered to City Hall, 416 N. Franklin Street before 2:00 PM on the day of the meeting; or (3) Verbal comments made during the meeting, either in person at Town Hall or virtually using Zoom if a Zoom link is provided at the time of agenda publication. Comments received via email will be provided to the City Council and reflected in the packet. Comments will not be read verbally at the meeting. All comments received after 2:00 PM on the day of the meeting will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible, exempt comments are those in an unrecognized file type or too large to upload to City Agenda software.

Staff reports and other documents that will be considered by City Council will be made available for review on the City's website: <https://cityfortbragg.legistar.com/Calendar.aspx>, at least 72 hours prior to the City Council meeting, and are also available for review and/or copying during normal office hours at Fort Bragg City Hall, 416 N. Franklin Street. To obtain application materials or for more information, please contact the City Clerk, via email at [cityclerk@fortbragg.com](mailto:cityclerk@fortbragg.com). At the conclusion of the public hearing, the City Council will consider a decision on the above matter.

**Appeal process and fee schedule:** Decisions of the City Council shall be final unless appealed to the Coastal Commission in writing within ten (10) days thereafter. If you challenge the above case in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the Community Development Department at, or prior to, the public hearing.

---

Diana Paoli  
City Clerk

POSTING/MAILING ON OR BEFORE: June 12, 2025  
PUBLICATION DATE: June 12, 2025

STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF MENDOCINO )

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg; and that I caused this notice to be posted in the City Hall Notice case on or before June 12, 2025.

---

Diana Paoli  
City Clerk

cc: Planning Commission  
Owner/Applicant/Agent  
Property Owners within 300'  
Residents within 100'  
'Notify Me' Subscriber Lists

**From:** [Jacob Patterson](#)  
**To:** [City Clerk](#)  
**Subject:** Public Comment -- 6/23/25 CC mtg., Item No. 7C, LCP Amendment  
**Date:** Friday, June 20, 2025 4:16:50 PM

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City Council,

I want to note a small error in the staff report that does not translate over to the ordinance, which is correct. The staff report indicates the residential area owned by the Sherwood Valley Band of Pomo is being rezoned to low-density residential but the ordinance correctly rezones it to Medium-Density residential. I just want to point that out because the staff report confused me at first and I wanted to be sure the ordinance reflected what we actually decided the first time, which was approved by the Coastal Commission.

--Jacob





# City of Fort Bragg

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

## Text File

**File Number: 25-245**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8A.

Progress Update on the Mill Site Planning Program: Community Feedback on the Development Strategy Report and Invitation to the Council Study Session for Continued Public Engagement



## CITY COUNCIL STAFF REPORT

**TO:** City Council

**DATE:** June 23, 2025

**DEPARTMENT:** Administration

**PREPARED BY:** Isaac Whippy, City Manager & Walter Kieser, EPS

**PRESENTER:** Isaac Whippy, City Manager & Walter Kieser, EPS

**AGENDA TITLE:** Update on the Mill Site Planning Program: Community Feedback on the Development Strategy Report and Invitation to the Council Study Session for Continued Public Engagement

### RECOMMENDATION

Receive an update and provide feedback:

- (i) On the implementation of Phase 2 of the Mill Site Master Development Agreement (MDA) Planning Program, and note the upcoming City Council Study Workshop scheduled for Thursday, June 26, 2025, at 5:30 PM at Cotton Auditorium.
- (ii) Set a date for the second Workshop in July for community feedback.

### BACKGROUND

On [June 9, 2025](#), the City Council approved a resolution initiating Phase 2 of the Mill Site Master Development Agreement (MDA) Planning Program. The vote was not unanimous, with one member absent and one dissenting vote citing concern over the limited time provided for public review. This action accepted the Mill Site Development Strategy Report as a guiding document and directed staff and consultants to develop a work plan, budget, and schedule for preparing a non-binding Memorandum of Understanding (MOU) with Mendocino Railway. The Council also directed staff to schedule a City Council Study Session within 30 days to discuss overarching land use planning strategies for the Mill Site.

The Mill Site MDA Planning Program represents a strategic shift away from adversarial litigation toward a collaborative planning effort between the City and Mendocino Railway. It builds upon decades of community planning and is guided by objectives including expanded public access, protection of natural resources, downtown revitalization, diverse housing development, and economic opportunity.

### DISCUSSION

AGENDA ITEM NO. 8A

## **UPDATE ON PHASE 2 IMPLEMENTATION**

Since Council's approval on June 9, 2025, staff and consultants have worked closely with the City Council Ad Hoc Committee, Mendocino Railway, and legal counsel to initiate the following Phase 2 deliverables:

- **Refinement of the MOU Work Plan and Scope:** Work is underway to detail the framework and feasibility considerations for the proposed MOU. This includes land use, permitting pathways, infrastructure needs, and the regulatory interface between rail and non-rail uses.
- **Regulatory Coordination:** Staff has initiated early coordination with the California Coastal Commission and relevant state agencies to identify process pathways and integration with the upcoming Local Coastal Program (LCP) Amendment.
- **Technical and Community Engagement Planning:** The City is preparing targeted outreach activities and technical presentations to support community dialogue and Council review during the MOU preparation process.

## **CITY COUNCIL STUDY WORKSHOP – JUNE 26, 2025**

To support ongoing public engagement and Council oversight, a City Council Study Workshop has been scheduled for:

Date: Thursday, June 26, 2025

Time: 5:30 PM

Location: Cotton Auditorium

This Workshop will provide an opportunity for the community to receive a progress update on the Mill Site planning program and share input on the proposed land use vision, regulatory approach, and planning framework being developed through the MOU. The event will be open to the public and livestreamed on the City's website, continuing the City's commitment to transparency and inclusive planning.

A press release announcing the Workshop was issued on June 16, 2025, and is available on the City's website and social media platforms.

The City is on track with Phase 2 of the Mill Site Master Development Agreement Planning Program. Staff and consultants are advancing technical work, coordinating with stakeholders, and preparing for upcoming community workshops and Council deliberations. The June 26 Study Workshop will be an important opportunity to further refine the planning approach based on public input and Council direction.

Staff will return to Council in late summer with a draft MOU for review and consideration.

## **FISCAL IMPACT**

As previously reported, the estimated cost of Phase 2 is \$60,000, shared equally between the City and Mendocino Railway. The City's share of \$30,000 is funded through the FY 2024–25 legal services budget.

To date, the City has incurred more than \$480,000 in litigation costs related to the Mill Site, with expenses averaging an estimated \$40,000 per month leading up to trial. The decision to pursue a collaborative planning process reflects a fiscally responsible shift aimed at achieving productive outcomes and reducing continued legal exposure.

Any additional costs for technical consulting during the MOU process will be presented to the Council for approval as needed.

## **ATTACHMENTS**

- Mill Site Development Strategy Report (June 2025)
- Press Release – June 16, 2025
- Resolution No. [4932-2025] – Initiating Phase 2 (Previously Adopted)



**Economic & Planning  
Systems, Inc.**  
The Economics of Land Use

# MILL SITE DEVELOPMENT STRATEGY

DRAFT REPORT

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City of Fort Bragg

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# Introduction

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On October 15, 2024, the Fort Bragg City Council considered a proposal from the City Manager to pursue a master development agreement and planning program for the Mill Site in lieu of continuing with the ongoing litigation<sup>1</sup>. Mendocino Railway (MR) had suggested this approach as part of a proposed litigation settlement agreement. At the request of the City Manager, a proposal describing such a development agreement-based planning program was prepared for the City of Fort Bragg (City) by Economic & Planning Systems, Inc. This collaborative and comprehensive approach was recommended by the consultant given current circumstances and the body of earlier planning efforts and the desire of the City and MR to establish a renewed planning effort needed to mobilize redevelopment of the Mill Site. This Report presents the results of the first phase of this effort and provides a recommended approach for the second phase of the Master Development Agreement Program. Supporting Attachments are included in the **Report Appendix**.

## Overview of the Master Development Agreement and Planning Program

Assembling a development agreement-based planning program will build upon many years of planning, environmental review, remediation, infrastructure improvement, and development that has occurred as well as the current aspirations of MR and land use and policy objectives of the City.

The master development agreement approach recommended has been successfully used in numerous complex development projects in California for decades. Development agreements (see Cal. Gov't Code § 65864 et seq.) are contractual agreements between a city or county and a developer(s) regarding a particular development planning area or project. Development agreements overlay standard planning and development regulations (zoning, etc.) adding a 'vesting' of development approvals (entitlement) and other considerations (public investments, etc.) by the local jurisdiction in trade for considerations and contributions benefiting the public from the developer that cannot be imposed through normal 'police power' development regulations or financing methods (see **Attachment 1**).

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<sup>1</sup> The City's interest in settling the litigation with a durable agreement pertains to clarifying land use authority for development on the Mill Site, as needed to move forward with a multi-year planning and development process.

The proposed Mill Site Master Development Agreement, given the complexities involved, would need a phased approach allowing planning and technical analyses, community engagement, negotiations, cooperation with other landowners in or adjacent to the Mill Site, and consultations with the regulating agencies in the mix including the California Coastal Commission, the Department of Toxic Substances Control (DTSC), tribal interests, federal rail regulators, etc.

The Mill Site Master Development Agreement would encompass four key elements:

- Land Use Approvals. Development of the Mill Site will require a range of planning approvals including an amendment to the Local Coastal Program and related CEQA clearance, creation of a master subdivision map, Coastal Development Permits (for individual development projects) and other City approvals (use permits, design review, etc.). These plans and regulatory efforts would occur in parallel with the Development Agreement. The key link being the ‘vesting’ of entitlements, i.e., making the approved plans and development regulations durable (not subject to future change by the City) for a specified, typically long-term period.
- Other Regulatory Clearances. A variety of permits would be required by third party agencies. The Development Agreement can, in cooperation with these agencies, specify how and when activities needed to achieve these clearances occur and how they would be funded.
- Infrastructure Financing Plan. The Development Agreement would include terms related to the provision of infrastructure, including phasing and reference to improvement programs, and how infrastructure would be funded. Through the Development Agreement, the City can agree to form land secured financing districts (assessment districts, Community Facility Districts, etc.), and cooperative financing including the use of tax increment financing through an Enhanced Infrastructure Financing District, pursuing state and federal grants, etc. Formation of such financing districts is often specified in the Development Agreement and linked to completion of Land Use Approvals.
- Supporting Real Estate Transactions. It is likely that Mill Site development would involve the purchase, sale, or exchange of real property among the parties to the Development Agreement. The Development Agreement can set forth the terms surrounding any sale, lease, exchange, or disposal of real property. Examples of such transactions on the Mill Site include lot line adjustments, dedications of rights-of-way and easements, as needed to conform to the land use designation boundaries and road network, open space parcels, and Pond area parcels.

The City Council started consideration of the proposed Master Development Agreement and Planning Program at its meeting on October 15, 2024. At this meeting, in addition to a general presentation and discussion of the Program, the City Council approved seeking a stay of the litigation and moving forward with the Consultant work program and contract for the Phase 1 Development Strategy effort. At the meeting, public comments were received regarding the Program and the Council's pending decisions.

Following consultations with representatives of MR and California Coastal Commission staff, the City and MR agreed to seek a stay of the pending litigation from the Court allowing time to complete the first phase of the work program. The Court agreed to stay the litigation for a period of 90 days beginning on November 28, 2024, and concluding on March 4, 2025.

The City then entered into a contract with Economic & Planning Systems, Inc. (Consultant) to complete the first phase (Phase 1) of the proposed Master Development Agreement and Planning Program (see **Attachment 2**) which was intended to assemble and further develop an 'illustrative plan and planning framework' for the Mill Site through a process of collaboration with MR, coordination with the Coastal Commission, consultations with other agencies and entities, and active public engagement. During January, February, and March of 2025, the planning team members worked independently on given tasks, including consultations with affected agencies and organizations, and met regularly to share information and further develop the *Illustrative Plan* and planning framework. During this time, several iterations of a working draft *Illustrative Plan* were prepared for continued review and refinement purposes.

## Phase 1 Development Strategy Key Issues Addressed

In addition to reflecting prior planning efforts for the Mill Site the planning team focused on resolving *four* key issues, including:

1. The configuration of the proposed natural area that will encompass the Mill Pond and related wetland area, and the delineation of two new parks in the southern district for active and passive recreation;
2. More precise delineation of the locations and definition of rail-related facilities;
3. The circulation network of roadways, and multiuse trails connecting to the rest of the city and the open space, parks, and the Coastal Trail corridor; and
4. Detailing the potential future uses in the southern district and focusing on mixed-use zoning opportunities to meet both housing and employment needs.

This work was completed in anticipation of a community workshop where the resulting draft *Illustrative Plan*, along with supporting materials, could be presented and public comments and questions received. The community workshop was held in Fort Bragg on February 25, 2025. The meeting was well attended by more than 100 residents and livestreamed on the City's website. The public comments that were received and documented provide substantial input for the subsequent phases of the Master Development Agreement and Planning Program. Additional community input was received as public comment at two City Council meetings, held on October 15, 2024, and March 10, 2025.

# Phase 1 Development Strategy Preparation

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## Coordination with Mendocino Railway

The coordination with MR began with an agreement to pursue a stay in the litigation and to jointly participate and fund needed consultant support. In addition to supporting the City's efforts, MR engaged its urban design and planning consultant in the effort. The City and MR agreed to the overall scope of work proposed and provided technical guidance as the effort unfolded.

## The Planning Team

At the inception of the Phase 1 effort, following the initial agreement between the City and MR to seek a planning alternative to the pending litigation and proceed with the Phase 1 effort, a planning team was assembled that included City Manager Whippy, EPS staff (Walter Kieser) and sub-consultants (Marie Jones, Linda Ruffing, and Vanessa Blodgett), and MR (Chris Hart) and their planning and design consultant (Burton Miller). A City Council Ad Hoc Committee (Mayor Godeke, Councilmember Peters) was provided regular updates regarding the ongoing technical efforts as guided by the Phase 1 Work Program.

Members of the planning team were assigned specific tasks as defined in the Phase 1 Work Program and then collaborated informally and met as a group regularly to review the assigned work products. This collaborative effort was technical, focusing on the assembly of the *Illustrative Plan* and supporting documentation and preparing materials for the consultation process and public workshop.

## Coordination with California Coastal Commission

During the preparation of the *Illustrative Plan* and as part of the broader effort to consult with affected agencies and entities, the planning team has been in contact with Coastal Commission staff informing them about the Master Development Agreement and Planning Process, and sharing documents, including versions of the *Illustrative Plan* as it evolved over the past several months. Comments received from Commission staff were considered by the planning team as the *Illustrative Plan* and the planning framework was further developed, in general. While there has been an effort to conform with Coastal Act and General Plan requirements and obtain informal guidance from Commission staff, formal review by the Coastal Commission will only occur when proposed a Local Coastal Program (LCP) Amendment is prepared and submitted and in response to individual Coastal Development Permit applications.

## Summary of Consultation with Other Agencies and Tribal Interests

Consultation with agencies and tribes is still in the early stages and will continue throughout the Master Development Agreement and Planning Process.

- Tribal Interests. Given the deep history of the Mill Site as part of Pomo culture, it is particularly important to respect, reflect, and celebrate this history and the interests of living descendants. The following includes a brief synopsis of agency and tribal consultation activities to date. The initial *Illustrative Plan* and circulation plan were shared with Sherwood Valley Band of Pomo Indians (SVBP) Tribal Preservation Officer, who brought the plan forward to SVBP Tribal Council for discussion. The team is working with SVBP to set up a formal consultation process, which would extend throughout the development of a formal project description for CEQA and the CEQA process. The potential for a Pomo Cultural Center on the Mill Site will be further discussed as the planning efforts continue.
- Caltrans (State Department of Transportation). The initial *Illustrative Plan* and circulation plan were shared with Caltrans. Caltrans is assembling an internal team to discuss the plan and provide formal feedback which may include a scheduled meeting to discuss the project and a formal letter at a later time. At this time the representative of Caltrans expressed some concern about the Maple Street access onto the Mill Site.
- State Department of Fish and Wildlife. The *Illustrative Plan* was shared with the California Department of Fish and Wildlife (CDFW) whose staff asked initial questions and made comments. CDFW staff will continue to listen in on workshops and will collect comments from the community about the project. They will provide formal comments once the site land use plan and program are more fully defined through a complete project description as part of any CEQA process.
- State Department of Toxic Substances Control (DTSC). Consultation was initiated with DTSC's project manager for the Mill Site remediation to provide an overview of the Master Development Agreement and Planning Program, to discuss the interface of it and DTSC's ongoing planning process for the Operable Unit-E Remedial Action Plan (i.e., clean-up of the Mill Pond and other on-site ponds), and to discuss the potential for creek daylighting in conjunction with Mill Pond remediation. Consultation with DTSC would continue throughout the process and more formal directions would be sought in future phases.
- Regional Water Quality Control Board (RWQCB). Consultation was initiated with North Coast RWQCB staff to provide an overview of the Master Development Agreement and Planning Program and to discuss the scope of the agency's regulatory oversight regarding environmental remediation, stormwater management, wetlands protection and creek daylighting. Additional

consultation with the RWQCB would occur at appropriate points throughout the planning process.

- Noyo Center for Marine Science. The City and the Noyo Center are actively engaged in discussions regarding various aspects of Noyo Center's proposed Ocean Science Center campus on its 11.6-acre parcel (adjacent to MR's property in the south part of the Mill Site). An LCP amendment for the Noyo Center parcel (as well as the Noyo Headlands Park parcel, and the Native American residential parcel) was recently approved by the Coastal Commission. Noyo Center's Laboratory project on the Ocean Science Center property is expected to break ground later this year. As neighbors on the Mill Site, Noyo Center and MR have identified opportunities to work together for positive outcomes. Continued engagement with the Noyo Center would occur as plans for the Mill Site evolve.
- Federal and State agencies regulating railways. Rail-related facilities proposed by MR that fall under jurisdiction of federal and state agencies such as the Federal Railroad Administration, Surface Transportation Board and the California Public Utilities Commission would necessitate consultation during the planning process to ensure consistency with their regulations.

## Guiding Principles & Policies

As a companion to the *Illustrative Plan* and to create a planning framework for subsequent planning efforts, the Guiding Principles originally prepared in 2019 were updated and detailed. These new Guiding Principles & Policies have been derived from the earlier planning effort in 2017 through 2019 and include new considerations resulting from ongoing consultations with other agencies, consideration of new site-specific topics, and, most recently, public comments from the February 25<sup>th</sup> Public Workshop (see **Attachment 3**).

## Assembly of the Illustrative Plan Maps

The *Illustrative Plan*, which shows a preliminary and general distribution of potential future land uses on the Mill Site, has been derived from over 20 years of planning efforts for the Mill Site primarily relying on work by the City involving public meetings, supporting consulting efforts and most recently, interactions with MR and its planning and design consultants. Key underpinnings and components of the *Illustrative Plan* include:

- Planning Legacy and Foundation. The current "in-progress" *Illustrative Plan* is underpinned by, and builds upon, the extensive heritage of prior planning efforts; a range of technical studies and site constraints and opportunities analysis; stakeholder mission statements; and MR's visioning concepts, first expressed and presented in a Special Joint Session of the City Council and Planning Commission, September 21, 2019.

MR then participated in an Ad Hoc Committee process 2020-2021, to refine North Mill Site land use designations and boundaries, and a Coastal Trail “buffer”. A next-iteration Plan was prepared to illustrate proposed refinements consistent with Ad Hoc Committee direction. Planning resource documents included:

- *Mill Site Specific Plan Preliminary Draft* January 2012 City and Georgia-Pacific
  - Plan Revision prepared by City staff in 2018 in a community process, including a presentation to the California Coastal Commission
  - Stakeholder Proposals
  - MR’s prior plan iterations for North Mill Site
  - Technical studies for Mill Pond improvements
  - Creek Daylighting Concepts
- *Constraints and Opportunities Analysis.* As noted above, research, analysis and a resultant understanding of known constraints has informed planning efforts to date. The *Illustrative Plan* incorporates and reflects careful responses to those constraints. Additional study of site constraints, including detailed site-specific archeological resources, coastal wetlands, and remediation would continue and be completed as part of the Master Development Agreement and Planning processes.
  - *Mill Site Planning Formative Elements.* As part of developing the *Illustrative Plan*, a series of seven ‘formative elements’ were identified. These formative elements reflect key factors to be considered as a part of Mill Site planning and development (see **Attachment 4**).
  - *Illustrative Plan Framework Elements.* The *Illustrative Plan* is the product of an in-depth, broad-based collaborative coordination process with MR and its Planning Consultant, and City staff/City consultant team. The *Illustrative Plan*’s purpose is to serve as an example or explanation, designed to clarify, demonstrate, and to provide visual features intended to explain. It is a long-term vision that serves to inform/guide decisions and actions, while adhering to defined principles (e.g., Mill Site Reuse Guiding Principles) by using a structure of interconnected elements, a long-term vision in which future options are not foreclosed, and in which every move builds toward a greater goal (see **Attachment 5.1**).

Several of the “interconnected elements” are illustrated in the Open Space Network | Access and Circulation diagram: development parcels and land use; open space; coastal access, Coastal Trail; Nature Center Discovery Trail; South Parks Path (multi-use); Redwood Avenue Extension; street access; railway and trolley (see **Attachment 5.2**).



## Mendocino Railway Rail-Related Area

The *Illustrative Plan* illustrates the extent of MR's proposed Railroad Related Uses, which would be areas where MR is generally expected to engage in activities and uses to which it claims preemption from State and local review authority.

### Affected Parcels and Corridors

The rail-related parcels and corridors are proposed as follows:

- Parcel R4 "Railroad Square." This area is immediately west of the existing Skunk Train station, railyard and roundhouse. It includes the Dry Shed building from the former Mill operation. MR envisions this area to be used for future rail-related uses including equipment storage in the Dry Shed.
- Parcel R7 "Skunk Station." MR has a vision of relocating the Skunk Train Station on this parcel, south of Redwood Avenue. This would allow for a larger, more functional station with sufficient space for administrative offices, storage, etc. Convenient and central parking would be provided to allow passengers to "park once" to ride on the train and visit other uses in the downtown area.
- A loop of tracks is proposed in the central area, encompassing the Railroad Square and Skunk Station areas as well as land for non-rail-related commercial and visitor serving uses. The railway loop would improve MR's operations by eliminating the current "dead end" track that requires a lot of push-pulls to turn trains around. The tracks would also allow MR to park the train in an east/west location parallel to Redwood Avenue where it would not interfere with pedestrian traffic between downtown and the site.
- Track for only trolleys is envisioned by MR, extending from the loop to a "Glass Beach Station" on the north end of the site. The track would be setback from Noyo Headlands Park.
- Track for only trolleys is also planned to extend south from the Skunk Train Station. MR has indicated that they are willing to commit to only building this track with approval by the City and agreement on the location.
- Parcel R1 "Glass Beach Station" on the north end of the site is envisioned as a secondary station for the proposed on-site trolley and would include boarding platform, ticket booth, offices, restrooms, and a second story ocean view restaurant.

To provide clarity regarding Rail-Related Uses and Claimed Preempted Railroad Activities, MR prepared the following list of State and Local-regulated activities and claimed federally pre-empted railroad activities:

### State and Local-Regulated Activities:

- 1) **Construction and maintenance of non-rail facilities:** This includes the development, renovation, and maintenance of buildings such as hotels, restaurants, bars, retail stores, residential housing, and other commercial or public facilities that are unrelated to rail operations.
- 2) **Installation, maintenance, and improvement of non-rail utilities:** This includes all work related to above- and below-ground utilities (such as electricity, water, sewage, gas, and telecommunications) that are unrelated to rail operations.
- 3) **Installation, maintenance, and improvement of non-rail roadways:** This includes all work related to City streets, sidewalks, and public roadways that are unrelated to rail operations.
- 4) **Parks, greenspace, and non-rail landscaping:** This encompasses the design, creation, and maintenance of public parks, gardens, open spaces, and landscaping that are unrelated to rail operations.
- 5) **Environmental compliance outside rail operations:** This encompasses all state and local environmental regulations (including waste management, pollution controls, habitat preservation, and water quality) that are unrelated to rail operations.
- 6) **Events within City limits that are unrelated to rail operations:** This refers to the permitting and regulation of public or private events such as festivals, markets, parades, and community gatherings that occur within City boundaries and that are not related to rail operations.
- 7) **Activities of non-rail Mill Site tenants:** This encompasses the regulation of residential and business tenants on the Mill Site that are not involved in rail operations.
- 8) **Compliance with building and zoning codes:** This encompasses construction projects, renovations, and land uses to ensure compliance with local building codes, zoning laws, and safety regulations. While federally preempted railroads are, with certain exceptions, required to comply with building codes and are subject to local inspection, such railroads are not subject to preconstruction reviews or permit requirements.

### **Claimed Federally Preempted Railroad Activities:**

- 1) **Development and operations related to railroad tracks, signals, and crossings:** This includes construction, maintenance, and improvements of railroad infrastructure such as ties, rail, other track materials, switches, and crossings. Street/lane closures are coordinated with the City.
- 2) **Development and operations related to railroad facilities:** This includes the construction, maintenance, and improvement of stations, yards, workshops, transloading facilities, and ancillary facilities.
- 3) **Construction, maintenance, and operation of railroad equipment:** This includes the construction, maintenance, repair, and operation of railroad equipment such as freight/passenger equipment, maintenance of way equipment, transloading equipment, as well as any noise, horns, and emissions relating thereto.

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# Community Workshop and Council Meeting Public Input

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A key objective of the Development Strategy was to solicit active community input regarding the proposed Master Development Agreement and Planning Program and specifically to provide comments on the draft *Illustrative Plan*. While many aspects of the *Illustrative Plan* were derived from earlier planning efforts, a community workshop provided a current opportunity to react and provide recommendations regarding the *Illustrative Plan* and supporting materials, with more community input to be gathered in subsequent planning efforts.

## February 25th Community Meeting Public Comments

The City of Fort Bragg held a public workshop on February 25, 2025, to present the draft *Illustrative Plan* and Framework and to receive public comments and questions regarding the ongoing collaborative planning effort and the resulting *Illustrative Plan*.

- Mayor Jason Godeke and City Manager Isaac Whippy provided a brief overview of this collaborative planning process as a framework for decision-making regarding future reuse of the Mill Site, which parties are pursuing in lieu of continued litigation between the City and MR.
- Chris Hart and Burton Miller (MR team) summarized MR's vision as a bold, long-term plan including the following key components: North side would be an extension of town. Future uses on the south side are less specific. Consolidation of rail-related uses (Railroad Square), railway loop, new Skunk station, extension of CBD and hotel uses in central area. Nature Center concept is reflective of the desire to create integrated open space connecting wetlands, ponds, and daylighted creeks with Discovery Trail loop. In the south, a mix of uses is contemplated including industrial, commercial, mixed use and residential. The trolley is envisioned as an electric, low impact alternative to rail, connecting development.
- Walter Kieser (consultant) discussed the complexity of Mill Site development process, long timeframes, infrastructure requirements, and costs. He explained the master development agreement strategy. There will be community involvement for each decision point.

The workshop included an opportunity for informal conversations with the planning team, adding 'post-it' comments on the wall maps and materials presented, and formal comments and questions. During the three-hour workshop, there was lively discussion and interaction between the assembled public, the planning team, the City Council and MR representatives. A transcript of the Public Comments has been prepared (see **Attachment 6**). A summary of the 'post-it' notes, placed on the wall maps and other displays, was also prepared (see **Attachment 7**).

## March 10<sup>th</sup> City Council Meeting

The City Council held a noticed public meeting on March 10, 2025, to receive a presentation of the Illustrative Plan and Development Strategy Report. The meeting was well attended and following a staff presentation and comments from MR representatives, public comments were received. Approximately 25 members of the public provided comments with testimony taking two hours. A summary of these public comments was prepared (see **Attachment 8**). Following the public comments, the City Council made individual comments and asked questions of staff and MR representatives.

Based on the Phase 1 efforts, and given the end of the stay period, the Council was faced with deciding how to proceed, i.e., whether to continue with the proposed Master Development Agreement and Planning Program or to allow the litigation process to resume. Following this discussion, the Council majority agreed to seek an extension of the litigation stay and to proceed with the proposed Phase 2 effort.

In parallel with the City's deliberations, there was continuing coordination with MR and the Coastal Commission, as their concurrence was needed to seek Court action to stay the litigation for three additional months or longer, in order to provide the parties with the opportunity to negotiate a potential settlement agreement in parallel with the proposed Phase 2 planning effort Memorandum of Understanding (MOU).

If the Council opts to continue forward with the Master Development Agreement and Planning Program, the *Illustrative Plan*, Guiding Principles, and other results of the Phase 1 Development Strategy would serve as a starting point for the subsequent phases of the process, beginning with Phase 2, which would be to create a MOU.

## Phase 2 Memorandum of Understanding

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The *Illustrative Plan*, Guiding Principles, and other data and information assembled as part of the Phase 1 Development Strategy would provide a foundation for negotiation of a Memorandum of Understanding (MOU) in Phase 2. The proposed MOU would establish a general framework, analysis, and agreements needed to proceed with the proposed Master Development Agreement and Planning Program. The proposed MOU would be a non-binding agreement between the City and MR and may reference and incorporate related agreements with other agencies and entities, all geared toward identifying key terms and conditions, testing feasibility, identifying roles and responsibilities, and resolving the general structure and approach of the subsequent Master Development Agreement (a binding contractual agreement) and its related planning components.

### Linkage to the Lawsuit Settlement

The effort to settle pending litigation, based on the Development Strategy *Illustrative Plan* and Guiding Principles, would occur in parallel with the preparation of the MOU. It is presumed that such a settlement, involving the City, MR, and the Coastal Commission, would occur during the Phase 2 MOU negotiations. Proceeding with the Phase 3 Master Development Agreement and Planning Components effort would likely be dependent on settling the City vs. MR lawsuit.

The parallel settlement of the lawsuit and subsequent completion and approval of the MOU would lead to the formal initiation of the Phase 3 Master Development Agreement Planning Process, when actual planning approvals would be processed, involving the full round of review by affected agencies, community engagement, environmental review, and formal adoption by the City.

### Memorandum of Understanding Process

The preparation and negotiation of the MOU would include ongoing Council oversight and community engagement. The technical preparation of the MOU components would occur as a cooperative effort between the City (with assembled consultants and legal advisors) and MR, along with its planning and legal team, and augmented, as may be necessary, by input from the involved regulating agencies and affected entities. It is expected that the City Council Ad Hoc Committee would continue to provide oversight and that there would be regular updates to the entire Council and public throughout the agreed upon duration of the stay and any additional time needed to complete, review, and adopt the MOU.

The MOU would focus on a variety of topics that address the overall feasibility of Mill Site development from a physical, regulatory, and financial perspective. It is designed to flush out any ‘fatal flaws’ limitations and constraints to achieving the vision presented in the *Illustrative Plan*, prior to launching the substantial, time-consuming, and costly effort of developing a Master Development Agreement, land use plan and related regulations and requirements.

Once assembled in draft form, the resulting MOU would be formally presented and reviewed in a public hearing by the City Council and following public comments, and would be approved, or rejected at the Council’s discretion. Adoption of the MOU would set in motion the formal preparation of the Master Development Agreement and its four constituent technical components (planning and entitlement, regulatory clearances, infrastructure financing, and real property transactions).

The MOU process would be pursued as a set of five serial topics, as presented below. Each topic would be structured to include formal staff and applicant working meetings, related technical efforts, preparation of draft documents, and throughgoing public and Council review, step-by-step.

### MOU Topic #1: MOU Initiating Actions

#### 1. *Negotiating a Settlement Agreement for the Pending Lawsuit*

The purpose of the Phase 1 effort was to create an *Illustrative Plan* and planning framework that provides a planning-based approach as an alternative to and incentive for settling the pending legal action. The planning team would support the legal team regarding technical aspects and planning references for the settlement, as noted above, including:

- A conceptual agreement regarding the regulation of claimed rail related properties/uses/buildings and the claimed preemption of local jurisdiction and a process to ensure that applicable public health and safety standards will be applied.
- The supporting terms, conditions, and timeline for settlement of the pending lawsuit(s) that can evolve from settlement agreement negotiations between the City, MR, and the Coastal Commission.

It is presumed that the legal team would work in parallel with other technical aspects of the MOU with the goal of reaching a settlement within the 90-day extended stay that ends on July 1, 2025. It is likely that the MOU may require more time than this 90-day period.



## **2. *Accepting the Illustrative Plan and Planning Framework***

The *Illustrative Plan*, Guiding Principles, and planning framework prepared during Phase 1 should be accepted by the City Council and MR as a general guideline for future planning efforts while recognizing that changes will likely occur as new information becomes available, additional community input is received, and the planning process continues. This action should include any related input from the Coastal Commission and the affected agencies and organizations that have been and will continue to be consulted as a part of the process.

## **3. *Agreeing to the Scope and Budget for the Memorandum of Understanding***

The MOU is designed and intended to proactively address the key decisions and terms that are involved with the proposed Development Agreement, the planning approvals, infrastructure requirements, phasing, and funding, completing remediation of the Pond Areas (and other locations that require additional remediation) and identifying any land transactions between the City and MR that are part of achieving the desired pattern of development. The City and MR would need to assemble and approve a formal scope of work for the MOU that describes the process and serves as a basis for retaining needed consultant support and technical cooperation between the City and MR.

The preparation of the MOU would require a range of technical efforts that can be assigned to City staff, City consultants, or MR representative and their consultants, in parallel with the legal matters involved, including those related to settlement of the litigation and the structure of the development agreement. The tasks listed above provide a basis for the development of a MOU Work Program, a related budget, and an agreement regarding funding of the MOU preparation effort.

## **MOU Topic #2: Land Use Planning Context and Approach**

The core of the MOU would address aspects of the land use planning and regulation on the Mill Site. The matter is complex given the large scale and varied factors affecting development potential and constraints affecting different portions of the Mill Site. These planning factors influence when something is built, what gets built, where it is built, how it is built, what it looks like and who it will serve. While the *Illustrative Plan* is the starting point for community discussions/ decisions (that includes the community, the City, property owners, and the Coastal Commission) it is an LCP amendment that over the longer term must be designed and sited according to City regulations and procedures to receive development permits.

### **1. *Establishing an Optimal Approach to the Land Use Designations***

An agreement should be reached regarding the approach to establishing land use approvals and related environmental review including the appropriate mix and timing of an LCP amendment, CEQA and/or NEPA review, applicable zoning districts and rezoning, LCP amendment policy language, Development Agreement terms, master tentative map and final map terms, fees, etc.

### **2. *Creating Value and Responding to Market Opportunities***

The key to a successful Master Development Agreement involving a large swath of developable land and lacking a fully developed market such as the Mill Site is 'creating value'. Value is created through good planning, establishing development entitlements and permits, improving existing amenities, and other development readiness investments as needed to attract investors and builders to the site. Value creation begins with removing or managing constraints such as the remediation requirements, infrastructure capacity or service deficiencies, and creating amenities. The initial development entitlements and related environmental clearances also create value as they render the site 'development ready'. As example, early completion of the proposed Skunk Train and other rail related elements could provide a catalyst for new development and enhance destination image and identity.

### **3. *Further Clarifying and Conforming to Coastal Commission Policies***

The Coastal Act favors development projects in the Coastal Zone that serve priority uses as defined by the Coastal Act which include visitor serving uses, open space, parks, coastal access, and coastal dependent uses. The Coastal Act also includes policies to protect open space and natural communities, ensuring adequate City services to support proposed uses.

### **4. *Precedent Images and Concept Studies to Better Communicate Planning and Design Opportunities and Intent***

Building upon Guiding Principles & Policies; Planning Legacy and Foundation; Constraints and Opportunities Analysis; Formative and Framework Elements; and Stakeholder Input (Agency and Public), studies and exhibits will be developed to illustrate opportunities and planning and design intent, to catalogue proposed open space components, building elements (type, character, scale), and Railroad Core features. Precedent images will explore and illustrate a range of proposed and candidate uses to better communicate intended qualities and attributes. Concept-level site-planning and design studies will illustrate the composition and organization, of buildings, public space and landscape. Studies may include the proposed Open Space Network/ Public Amenities; Nature Center; Pomo Indian Cultural Center; Railroad Core; Residential Prototypes/Densities; and potential Specialty Commercial,

Industrial, and Institutional uses. The Precedent Images and Concept Studies will serve to illustrate how proposed land uses and facilities might appear and to inform planning and design policy.

#### **5. *Continued Cooperation with Other Regulating Agencies***

Continuing coordination is needed with other regulating agencies to achieve a more precise definition for achieving regulatory permits, remediation requirements for the Mill Pond and related wetland areas, and possible upgrades in remediation as necessary to support future uses. The liaison and discussions that have occurred during Phase 1 would be continued and enhanced as may be appropriate.

#### **6. *Linking the Pace and Scale of ‘Development Readiness’ to Realistic Market Demand-Driven Development Opportunities***

It will be valuable to conduct a long-range market forecast for the Mill Site development given known conditions and identification of potential ‘anchor’ institutional, commercial, and industrial uses, particularly those related to the unique circumstances and opportunities created by the Mill Site development opportunities. Continued market research, industry innovation sectors, and direct marketing to desired end-users should all be in the mix. For any project to proceed, there must be sufficient market demand to cover the cost of development and make a return on investment(s) in land, pre-development planning and entitlement, and marketing. On-site and City infrastructure is needed to develop the site including streets, sidewalks, storm drain systems, water and sewer lines. Improvements to the City’s capacity to provide water and sewer services are needed to fund- the costs to complete environmental remediation and other site-specific mitigation measures, as well as the cost of vertical construction and related site improvements.

#### **7. *Further Resolving Site-Specific Development Constraints***

Some areas of the Mill Site may be undevelopable due to site-specific constraints that will need to be more precisely mapped. Wetlands, rare plants and rare plant communities, and archaeological resources all pose development constraints. Indeed, the City’s Coastal General Plan restricts new development within a 50- to 100-foot perimeter of any area with environmentally sensitive resources, cultural resources or wetlands. Also, development may be prohibited or constrained in coastal view corridors. Not all wetlands have been mapped, and the location of protected plant populations can change over time, so while some areas of the *Illustrative Plan* show potential for development, that potential may not be fully realized if wetlands or rare plants or cultural resources are found on a specific location during the development review process.

### **8. *Conforming and Where Appropriate Modifying the City's Zoning Ordinance and Related Regulations***

City land use planning designations applied to the Mill Site set development standards such as height limits, setbacks, building mass (FAR), and other use-related conditions, including maximum and minimum density (units per acre), maximum building size, and requirements for landscaping, lighting, parking, etc. The application of existing standards will likely result in development that is similar in scale and scope to existing development within the city, which typically utilizes 20% to 40% of a parcel for the building footprint. The zoning code also generally determines allowable land uses in each zoning district and whether a use permit is required. The City's design guidelines set minimum and preferred design criteria for buildings, accessory structures, parking areas, landscaping, signage and more. Most new developments require design review approval from the Planning Commission to proceed.

### **MOU Topic #3: Clarifying and Documenting Infrastructure Requirements and Financing Strategy**

Building upon prior engineering evaluation and infrastructure needs assessments, it would be necessary to document, to the degree possible at this early stage of planning, the infrastructure and related facilities needed to serve Mill Site development. The following items would be included in this effort:

#### **1. *A Preliminary Site Improvement Program***

The Mill Site's basic public infrastructure needed to support planned development should be identified, building upon prior evaluations of the site's infrastructure needs, including location and phasing, and identification of financing sources as needed to pay for improvements.

#### **2. *Framework for an Agreement Regarding Private and Public Funding Mechanisms***

This may include the use of special tax supported bonds (CFD), and grant sources that may be available. It is typical that substantial private equity investment will be necessary, especially in the early stages of 'value creation' on the Mill Site as needed to improve the land value or special tax capacity for debt financing.

#### **3. *A Financial Feasibility Study***

Building upon the foundational technical efforts, a financial feasibility study should be prepared that links new development and related increases in property value to the phased program of needed site preparation and infrastructure and related private and public sources and investment. Meeting basic development feasibility criteria would be necessary prior to moving on to Phase 3, the formal planning process, as described above.

#### MOU Topic #4: Mapping out the Functions and Terms of the Master Development Agreement

The Master Development Agreement and Planning Program envisions a primary role for negotiating and adopting a development agreement for the Mill Site. The fundamental purpose of the Development Agreement would be to strengthen assurances needed to accomplish the beneficial redevelopment of the Mill Site in conformance with the land use plan. These assurances include ‘vesting’ of development rights for the entire site, providing long term certainty for the landowners and developers that they would be able to build what has been approved. The development agreement can also include the City’s willingness to create various land/real estate-based financing mechanisms such as the Mello Roos Community Facility District. As an exchange for these benefits, the Developer would offer various concessions toward public benefits that cannot otherwise be required through the normal land use regulatory process.

The development agreement envisioned would be a ‘master’ agreement, i.e., it would cover the entire Mill Site and encompass all the various aspects of the development approval, investment, and management process going forward.

#### MOU Topic #5: Identifying Special Real Estate Land Transactions

This topic involves identification of any large land transactions between the City, MR, or other landowners that underpin and define future development including ownership of parklands and open space, ownership of the Pond and surrounding natural area, and lot line adjustments needed to precisely align parcel boundaries to infrastructure locations (e.g., roadway alignments) and related irrevocable offers of dedication. This effort should be completed in coordination with the preparation of a Subdivision Map Act compliant Master Tentative Map for the Mill Site that will, as proposed, divide the Mill Site into a set of large sub-areas that conform to the emerging land use plan use designations and phasing.

### Phase 3 Master Development Agreement and Planning and Development Approvals

Following public review of the MOU a decision can be taken by the City Council regarding proceeding with the next Phase of the Master Development Agreement Program, as described in the original Program Proposal (see **Attachment 1**). Phase 3 is where the substantial efforts required for successful reuse and redevelopment of the Mill Site will occur, including: 1) determining and creating the needed land use approvals (and related environmental review); 2) achieving other regulatory approvals including those related to hazardous materials remediation; 3) completing an infrastructure facilities and financing plan, and 4) establishing agreements regarding any real property transactions that are needed to support the overall reuse and redevelopment effort.

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## Appendices

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## Mill Site Master Development Agreement Program Proposal

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The City of Fort Bragg (City) and the Mendocino Railway (MR) have tentatively agreed that a formal and cooperative ‘master planning and development agreement’ approach to further development of the Mill Site is in the interest of both parties, other property owners, and the City as a whole. As a part of pursuing this cooperative approach the parties have agreed to stay the pending litigation between them, to pursue settlement discussions, including with the California Coastal Commission, which is also an intervening party in the action.

Assembling such a cooperative approach will build upon the many years of planning, environmental review, remediation, infrastructure improvement, and development that has occurred as well as the current aspirations of MR and land use and policy objectives of the City. The master ‘development agreement’ approach recommended has been used successfully in complex development projects in California for decades. Development agreements (see Cal. Gov’t Code § 65864 et seq.) are contractual agreements between a local jurisdiction and a developer(s) regarding a particular development project. Development agreements overlay standard planning and development regulations (zoning, etc.) adding a ‘vesting’ of development approvals (entitlement) and other considerations (public investments, etc.) by the local jurisdiction in trade for considerations and contributions from the developer that cannot be imposed through normal ‘police power’ development regulations or financing methods.

The proposed Mill Site Development Agreement -- given the complexities involved, will need to be approached in sequentially phased approach allowing planning and technical analyses, community engagement, negotiations, cooperation with other landowners in or adjacent to the Mill Site, and consultations with the regulating agencies in the mix including the California Coastal Commission, the Department of Toxic Substances Control (DTSC), tribal interests, etc.

A conceptual illustration of such a phased approach to creating a Mill Site Development Agreement is shown on **Figure 1**. Our consultant, Walter Kieser, Senior Principal with the firm Economic & Planning Systems, has assembled this approach drawing upon his own and the firm’s experience with such agreements for management of large-scale development projects and development financing. Mr. Kieser also brings his historical knowledge of the Mill Site stretching back now 20 years working for the City of Fort Bragg. The illustration remains a ‘sketch’ but provides an overall sense of how such a process could be structured.

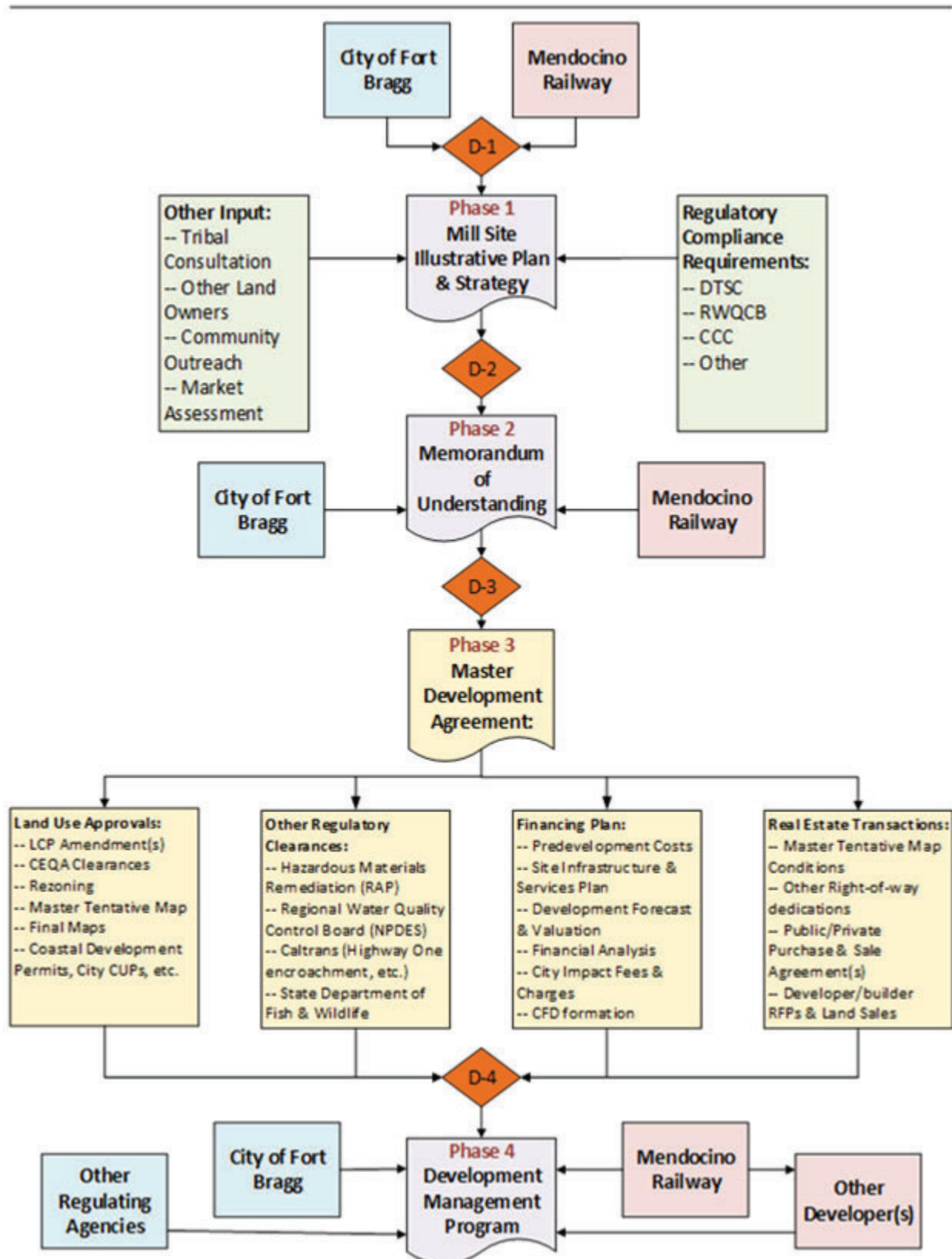
The illustration shows four major phases of activity and agreement, each punctuated with a ‘decision point’ (D-1, D-2, etc.) where the parties would complete their respective tasks and obligations and agree to proceed to the next phase. Key to this approach is a ‘stair-step’ procedure that keeps efforts in their proper subordinated order, allowing the resolution of issues, building of confidence and certainty, and providing a milestone-based off-ramp if agreement is not reached.

### **Decision Point 1 – Agree to pursue a development agreement and stay pending litigation.**

*The proposed approach will require agreement between the parties to pursue a potential development agreement (as can be further detailed) in good faith and agree to stay pending litigation. This provisional agreement would authorize and further define the first phase of work.*  
Time frame: 14 days.



Figure 1 – Master Development Agreement Illustrative Flow Diagram



**Phase 1 – Millsite Development Strategy.** It will be necessary to ‘get on paper’ a generalized illustration of proposed land uses, existing and future ownership of land, and the location of the basic infrastructure serving the Site (and City), including any rail-related improvements. This high-level illustrative plan, building on prior analysis and planning proposals for the Mill Site, would generally describe the development program envisioned, the actions needed to achieve the development program, including needed outreach and agency consultations, meeting all regulatory requirements, public and private infrastructure investments required, and how, given all of this, sufficient public and private values can be created. This information, and supporting definition of terms, rights, and responsibilities, will serve as the basis of a Memorandum of Understanding (MOU) between the two parties developed in Phase 2. Time frame: 90 days.

#### **Decision Point 2 – Agree to Prepare a Memorandum of Understanding**

*The Development Strategy will disclose and determine how the interests of MR and the City, as well as the California Coastal Commission (CCC), can be met and a general reckoning of all the regulatory requirements, permitting, and investments that will be required. On the basis of this information, resolution of issues, and agreement, the basic terms of a potential DA can be outlined in a MOU.*

**Phase 2 – Memorandum of Understanding.** The terms derived from the Development Strategy (and other sources) will be structured in a non-binding document that will allow formalization of terms, related evaluation (cost and feasibility analysis, etc.) and a wholistic view of the development program, its benefits (value creation, etc.) City actions and investments, landowner and developer actions and investments, and the necessary third-party regulatory requirements and how they will be met as part of the development process will be evaluated. An overall work plan and schedule for preparation of the DA and its referenced technical components would be developed and attached to the MOU, along with a funding agreement to pay for the process. Time frame 60 days.

#### **Decision Point 3 – Agree to Proceed with the DA and its Related Planning, Review, Financing, and Real Property Transactions**

*A Draft DA would be prepared early in Phase 3 based upon the MOU terms and related negotiations. Meanwhile, the substantive activities would be fully mobilized along with an agreement and commitment of funding to pay for preparation of the DA and its technical components. Settlement of the pending legal actions are proposed to occur as a component of the final approval of the DA.*

**Phase 3 – Development Agreement and preparation of land use approvals, other regulatory requirements, financing plan, and real estate transaction agreement.** Assuming the MOU process yields an agreement to proceed with the more expansive planning, engineering, financing, and transactions, a formal DA can be initiated. It is during Phase 3 that the substantive components encompassed by the DA will be completed, building on the full breadth and depth of prior efforts. A full and detailed work program will be needed at this point as well as assembling the consultants and legal advisors needed to complete the respective plans, review, and analysis as needed to complete the four major components of the DA – 1) Land Use Approvals; 2) Regulatory Clearances; 3) Infrastructure Financing; and 4) any Real Estate Transactions (P&SA).

It is difficult at the outset to estimate the timeframe required to complete the DA and its four technical components, particularly given the requirements and influence of the regulatory agencies in the mix. However, the overall program, during each phase, will be structured to reveal and scope the various components and related regulatory actions, thus clarifying and expediting the schedule needed to complete the work. Estimated time frame 18 months.

### **Decision Point 4 – Finalize and Adopt any DA**

*Following completion of the technical components and agreement to DA terms reflecting the technical work, regulatory requirements, feasibility testing, and execution of related agreements, a DA can be adopted, following the full public hearing process, by the City in a bundle with the development approvals, regulatory permitting, funding agreement and mechanisms, and related land transactions.*

**Phase 4 – Development Management Program.** The terms of the DA will be played out over time including completing needed land use approvals, regulatory compliance clearances, assembling financing and related financing districts, if any, and crafting and completing any land purchases and sales, as infrastructure improvements, subdivision, and development proceeds. All of this will require creation of a project management team and a sustained, cooperative working relationship between the City, MR, landowners, the CCC and other regulatory agencies, and ‘vertical’ developers that may purchase developable land in the Mill Site, all as guided by the DA and the land use approvals. While it is difficult to forecast the vertical development stage, it will likely take many years to complete.

## Mill Site Master Development Agreement & Planning Program Phase 1 Work Program: Development Strategy Preparation

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### Introduction

The 'Overview of the Proposed Master Development Agreement Process' describes a multi-pronged, cooperative approach to achieving the desired development of the Mill Site that has been the subject of previous planning, environmental remediation, and development efforts over the past 20 years. The first phase of this process is proposed to be the assembly of a 'Development Strategy'. This Strategy will, over a compressed time frame of 90 days, assemble and articulate the desired 'high-level' outcomes of the proposed cooperative planning, financing, and development efforts to be completed in subsequent components and phases of the process. At the heart of this Development Strategy will be an '*Illustrative Plan*', a visual representation of the Mill Site in its envisioned future form, showing the general location of land uses, major roads and access points, public infrastructure, open spaces and recreational facilities, and identifying the land transactions that are envisioned as may be proposed.

An initial working version of the *Illustrative Plan* will be assembled by the City and its consultants in an expedient manner based on prior planning efforts, proposals by MR or other entities for future development of the Mill Site and vetted with MR, and in consultation with the California Coastal Commission, all of which will be done in a cooperative effort predicated on the goal toward potentially resolving (settling) pending litigation through the proposed Master Development Agreement Program. The initial *Illustrative Plan* will then be subjected to a geographically based constraints analysis. The resulting *Illustrative Plan* and constraints analysis will then be reviewed in a workshop format by other affected landowners, the key regulating agencies (California Coastal Commission, DTSC, RWQCB), and tribal representatives, seeking concurrence and recommending agreeable changes. The resulting public review *Illustrative Plan* will then be presented in a formal public engagement process and subsequently guide the more detailed, multi-pronged Master Development Agreement Program.

The *Illustrative Plan* will take advantage of the full range of existing and prior planning efforts conducted and completed by the City and reflect proposals made by MR and the other affected landowners and incorporate the input and concerns of the Coastal Commission and other regulating agencies in the mix. It is further proposed that a generalized market assessment be conducted that may include the preparation of a developer solicitation (RFQ). This outreach and market reference will be designed to test and modify the *Illustrative Plan* as may be appropriate. The resulting *Illustrative Plan* will become the reference point and guide for creating the Development Strategy – that will specify the more detailed land use planning, zoning regulations, remediation actions, environmental review, infrastructure investments and financing strategies, and identification and evaluation of the land transactions that may be involved, i.e., the four structural components of a Mill Site Development Agreement.

## Guiding Principles

The preparation of the Millsite Development Strategy will be guided by the following principles:

1. Maximize Use of Existing Information, Plans, & Decisions. The prior planning and regulatory efforts by the City and landowner proposals will provide a sound basis for assembling the *Illustrative Plan*. A GIS-based composite map will be prepared as a graphic illustration and measuring tool for documenting the sources assembled.
2. Consultations with Other Regulating Agencies. It is recognized that the development of the Mill Site must ultimately meet with planning and regulatory approval of the Coastal Commission and the agencies regulating hazardous materials remediation. At the preliminary stage, the City will be seeking preliminary comments and input that can help shape the plan that will ultimately be submitted for approval. Also, the Coastal Commission is a party to the pending litigation with MR and the City, and so the Coastal Commission's early input and participation is necessary to any potential successful resolution of issues in the action.
3. Engagement of Affected Property Owners and Interests. MR and other affected property owners, including tribal interests, will be engaged and consulted as the *Illustrative Plan* is assembled. This process may result in the formulation of several development scenarios, reflecting the various interests.
4. Ongoing Public Information & Engagement. The assembly of the *Illustrative Plan* and its review will include ongoing public information (through updates at each City Council meeting, regular Website posts, etc.) as well as two public workshops, including an initial workshop that presents the proposed Master Development Agreement Program and the process for assembling the *Illustrative Plan*. The resulting draft *Illustrative Plan* will be presented in a City Council Study Session with full public participation invited.
5. The City Council direction and discussions. It is proposed that the City Council will be regularly briefed regarding the ongoing effort through formation of a Council Ad Hoc Committee. Additionally, it is proposed that a standing Mill Site update be provided at each City Council meeting. Finally, it is proposed that the Council will accept the resulting Development Strategy Report as a guide for the next Phase of the Master Development Agreement Program.
6. Negotiation Confidentiality and Integrity. While the development of the *Illustrative Plan* will be an entirely public process, the pending litigation, resolving various regulatory challenges, and negotiations over possible real estate transactions, will require appropriate confidentiality and discipline throughout the process.

## Phase 1 Work Tasks

### Task 1 – Preliminary Review of Proposed Master DA Planning Process

The Development Strategy (and the proposed Development Agreement (DA) Process will be initiated by assembling the appropriate documents and conducting a preliminary meeting between representatives of the City and Mendocino Railway (MR) representatives, also with the anticipated participation of the California Coastal Commission. This meeting will provide for a discussion about the proposed process and in particular the actions needed to initiate and conduct the Process. The Consultant (Walter Kieser) with the firm EPS, will facilitate the meeting and recommend any resulting changes to the Work Program.

Outcome sought: Agreement to proceed with the Master DA Planning Process and specifically the Phase 1 Work Program (as may be modified as a result of the meeting). It is assumed that the stay on pending litigation will be in place by the time this meeting occurs. Specifically, the Phase 1 Work Program, as agreed upon, will be converted to an task-oriented identification of ‘resources’ (personnel) and their initial respective commitment of time, and a related task budget adding up to a Phase 1 budget estimate.

### Task 2 – Scope of Proposed Development Strategy & Commitment of Resources

Once the Process has tentatively been agreed upon, an effort to more fully scope the preparation of the proposed Development Strategy can occur along with assembling the resources (staff, consultants, agency advisors, etc.). A first-round assembly of adopted or proposed archival plans and documents, regulatory orders, agreements, etc.) will occur as a reference point and as needed to initiate preparation of the *Illustrative Plan*. City and MR will review and agree upon the Work Program, budget, timeframe, and the responsibilities of the respective parties, with the anticipated participation of the Coastal Commission.

Outcome sought: Detailed Work Program, formal assembly, commitment, and engagement of resources, and a funding agreement for the Phase 1 Development Strategy preparation.

### Task 3 – Preparation of the Illustrative Plan & Development Strategy

#### 3.1: Overview

The ‘overview’ will describe the purpose of the Development Strategy and its component elements and how it will influence the subsequent phases of the DA Process. Specifically, the scope of each element will be developed in a manner that can lead to the necessary technical and engagement efforts.

#### 3.2: Assembly and Review of Planning and Regulatory Document Archive.

As noted above, the *Illustrative Plan* and Development Strategy will be fully informed by the body of existing adopted plans and regulations and archival proposed plans and regulations, prior MR submittals, all in the context of the existing circumstances. These efforts include:



- The original draft City/GP Specific Plan that followed four years of work and was shelved in 2012 when the cost-recovery litigation for the remediation became GP's primary focus;
- A revision of City/GP Specific Plan that was prepared by Marie Jones in 2018 and went through a community process (including a presentation to the Coastal Commission when they met here in Fort Bragg. This plan was 'shelved' when MR purchased the north half of the Mill Site;
- MR's prior draft land use plan for the north half of the Mill Site;
- Plans submitted by members of the Fort Bragg community over time (Noyo Headlands Unified Design Group, John Gallo, Grassroots Institute, etc.); and
- Plans/alternatives for the Mill Pond area, including work done to evaluate the feasibility of restoring the Maple Creek and Alder Creek drainages/wetlands.

### 3.3: *Base Mapping and Constraints Analysis*

A GIS-based mapping system will be assembled that includes a working scale base map of the Mill Site, identification of and mapping of recognized development constraints including natural features, remediation-related constraints, resource conservation areas, etc. A map layer that spatially documents the adopted and archival proposed plans and regulations will also be prepared. As an example, constraints will include a map layer showing areas on the Mill Site that are subject to deed covenants that restrict future uses, require ongoing groundwater monitoring, etc.

### 3.4: *Draft Illustrative Plan & Vision for the Mill Site*

At the highest level, the City, MR, the Coastal Commissions and the other affected landowners and the public will be encouraged to express their ideal vision for the Mill Site including specific goals and related objectives in full view of adopted plans and regulations, archival plans and regulations and the development constraints as presently documented. These goals and objectives will be drafted and reviewed in stakeholder consultations, a series of formal 'workshop' style meetings where each party brings forth their respective goals and objectives towards achieving an integrated single Vision. Once the documentation is compiled, the EPS team can analyze it and clarify where there is alignment and where there are potentially conflicting components.

Following this effort, an informal meeting of City representatives (ad-hoc Council committee and City Manager), MR representatives (preferably without respective legal representation) can be convened, with anticipated participation from the Coastal Commission, to work through the areas where there may be a lack of alignment. While ideally, a single integrated vision could be achieved, there may be some components of the preliminary *Illustrative Plan* where "alternative scenarios" are prepared for subsequent community input, as may be directed by the ad hoc committee.

### 3.5 *Initial Regulating Agency Consultation*

This early consultation with the DTSC, CCC and RWQCB will be conducted between the consultant team and the individual agencies to present and review the *Illustrative Plan* and to gain insights regarding related review and regulatory procedures and requirements. At this point we are only trying to gain clarity about the regulatory issues, requirements and procedures to accurately reflect and present them at the first community workshop.

### 3.6 Landowner Consultations

The other landowners will be engaged in a consultant-led workshop format to present and discuss the *Illustrative Plan*. The other landowners include:

- The Native American housing parcel and engagement of broader tribal interests. (Given the government-to-government aspects of the tribal consultations, the ad hoc committee should lead this effort.);
- The City properties (Wastewater Treatment Facility and the Noyo Headlands Park).
- The Noyo Center for Marine Science (11.6-acre undeveloped parcel with big plans for a marine science education and research campus (the “Ocean Science Center”). The Noyo Center has been engaged in an in-depth conceptual planning process for its Ocean Science Center facility for the past year. Its planning efforts have occurred in consultation with the City and an environmental review and permitting process will begin in early 2025.

### 3.7 Public Engagement Process

The broader public of Fort Bragg will be engaged and consulted regarding the *Illustrative Plan* and the Vision, as they have been initially articulated through cooperation of the City, MR, the Coastal Commission, other regulatory agencies, and other affected landowners and tribal interests. General public information regarding the process will begin immediately (press release, Council agenda item, website announcement, etc.). At least one formal, facilitated community workshop will be conducted to introduce the proposed DA Process and in particular the proposed *Illustrative Plan* and vision for the Mill Site. The resulting input will be taken into account and a revised *Illustrative Plan* and vision will be prepared for a presentation at a City Council Study Session where public testimony will be received.

## Task 4 Specifications for the MOU and Development Agreement

Completion and review of the *Illustrative Plan* and Development Strategy will lead to preparation of a summary *Development Strategy Report* that will provide the technical basis for scoping and initiating the subsequent technical phases of the DA Process. The Report will be a descriptive of and review relevant documents and information, subject to review and refinement as the process proceeds into the Phase 2 effort where general agreement and direction will be documented in int proposed Memorandum of Understanding, including but not limited to the following topics.

### 4.1 Specification of Land Use Plans & Regulations

The *Illustrative Plan* will be evaluated to determine the planning regulatory actions necessary to convert it into a formal land use plan and related ‘project description’ as needed for the environmental review process. The resulting Land Use Plan will be the basis for the required amendment to the Local Coastal Program and related regulatory actions by the City including rezoning, master tentative map, etc., all building on prior efforts, as may be applicable.



#### 4.2 Remediation Requirements

The earlier consultations with DTSC, CCC and RWQCB and any other regulatory agencies, and continued dialogue between the City, MR and CCC, will hopefully lead to a proposed action plan for resolving outstanding issues regarding the final clean-up of the Mill Pond and for reaching necessary solutions regarding how needed remediation will be funded, including alternatives for funding. It will be important to accurately identify the status of the remediation and the necessary steps to complete RAP approved for OU-E (Operable Unit E - the Mill Pond area). The public will need to be assured that there will be plenty of community process during the environmental review process.

#### 4.3 Infrastructure Requirements and Financing Strategy

Substantial infrastructure improvements will be required to achieve the *Illustrative Plan* and vision. This task will define the components of infrastructure and assemble prior efforts to define and evaluate infrastructure needs in the context of the *Illustrative Plan*. While cost estimates will be the result of subsequent design and engineering efforts, a general sense of costs can be estimated at this point that can lead to identification of funding options, including the proposed land-secured financing (Mello-Roos Community Facilities District), existing City impact fee programs, grant sources, etc. The first City/GP Specific Plan process (2012) included civil engineering work to define the necessary infrastructure to support redevelopment of the Mill Site that can serve as a reference point for this work.

#### 4.4 Real Property Transactions

The *Illustrative Plan* will also identify the tentatively agreed upon 'end state' for property ownership in the Mill Site, reflecting any land trades, purchase and sales, and dedications that derive from the master tentative map. It is recognized that there presently exists no agreement regarding various transaction proposals; in this task, an effort will be made to resolve an agreeable plan for potential real property transactions (and the related conditions, covenants, and restrictions that may need to be applied). Existing examples of potential real property transactions include:

- Transfer of Mill Pond/central park area (i.e., OU-E) to City of Fort Bragg, after remediation.
- Transfer of Maple Creek and Alder Creek corridors for open space/habitat purposes.
- Transfer of a wildlife corridor connecting forested/wetland areas along Main Street to the coast.
- The Noyo Center has expressed interest in acquiring a small parcel that adjoins the Noyo Center property and would accommodate an alternative road access around the southeast boundary of their parcel.

### *4.5. Project Description & CEQA Process*

The foregoing tasks, as assembled, can lead to the preparation of a provisional 'project description' as commonly understood and required as part of CEQA review (preparation of an EIR). In this instance it is appropriate and recommended that a 'programmatic' EIR be prepared that encompasses all the aspects of the Development Strategy that would likely require CEQA clearance. There will also be an evaluation of the need for NEPA clearance; if so, it would make sense to consolidate the environmental review for the OU-E RAP with the environmental review for the initial Mill Site entitlements. NEPA clearance might be needed as well.

### *4.6. Proposed DA Procedural Steps*

The proposed Development Agreement is a contractual form built upon statutory authority and numerous examples of how master development plans are achieved through a cooperative 'public-private' approach to development. This task would review and refine the proposed procedural steps and the specific content of each step.

### *4.7. Anticipated Roles and Responsibilities of the Parties*

The final task of the Development Strategy, building upon all the tasks described above, will be to describe the anticipated roles and responsibilities of the parties in completing the four elements of the DA including the land use approvals, the regulatory clearances, any financing plan, and any real estate transactions.

## Mill Site Master Development Agreement Program Guiding Principles and Policies

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### ***Connections, Views, Open Space and Access***

- Extend the City street grid into the site. (2019)
- Create multiuse trail connections to Noyo Headland park and other new parks.
- Retain public view corridors to the ocean through the Mill Site. (2019)
- Allow for daylighting of Maple Creek. (2019)
- Maximize Public Access and Recreation (CCC Goal 1)
- Protect and Enhance Coastal Resources (Wetlands, Archaeological Resources, Environmentally Sensitive Habitat, etc.). (CCC Goal 2)
- Enhance coastal access and recreational opportunities through access points, visitor attractions, parks and recreational facilities, and visitor parking as needed.

### ***Pomo Culture and History***

- Engage in formal tribal consultation during master development agreement process.
- Celebrate Pomo Cultural History in planning and design
- Pursue creating a Pomo Indian Heritage Village/Visitor Center and/or Cultural Center.

### ***Expand Downtown and Economic Vitality***

- Extend the downtown commercial district into the Mill Site. (2017)
- Provide visitor-serving uses and compact mixed-use residential development within the extension of the Central Business District. (2017)
- Extend Redwood Avenue to integrate Downtown and the Mill Site to include uses complementary to the CBD, Skunk Train experience, and Coastal Trail - not to compete with the CBD.

### ***Housing Needs and Opportunities***

- Establish zoning for residential and visitor-serving uses in the Northern District. (2019)
- Provide a range of housing types, unit sizes, affordability, and densities to serve Fort Bragg's housing needs.
- Housing densities and form (height, bulk and mass) should be sensitive to, and compatible with, the fabric of the City.

### ***Economic Development***

- Create new living-wage job opportunities on the Mill Site. (2019)
- North Mill Site – extend and enhance the City's existing downtown urban form focusing on housing and visitor-serving uses with near-term development potential.  
South Mill Site – provide sites that are suitable for a mix of commercial, institutional, industrial and residential uses.
- Establish zoning for jobs and a more diversified economy in the Southern District (light industrial, education, visitor-serving, R&D, and office space). (2019)
- Create economic diversity – consider science/biomedical, technology, education, remote-work, Blue Economy – “big idea” uses.
- Allow residential use in the Southern District in conjunction with job growth on the site.

***Sustainable, Resilient, and Beautiful Development***

- Incorporate smart growth practices, such as compact design, mixed-use development, and higher density residential development adjacent to the City's Central Business District. (2019)
- Require sustainable development practices, such as low-impact development and green building. (2019)
- Require high quality design for all development. (2019)

## Mill Site Master Development Agreement Program

### Mill Site Planning Formative Elements

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1. **Establish Land Use Sub-Areas** -- The essence of a land use plan is the spatial expression, a mosaic, of sub-areas where various land uses will be located and will interact with each other internally and with surrounding existing land uses.
2. **Distinguish the North Mill Site Area from the South Mill Site Area** -- The North Mill Site area is best thought of as an extension and enhancement to the City's existing downtown urban form, focusing on housing and visitor-serving uses with near-term development potential while the expansive South Mill Site Area has longer range potential for a variety of uses including larger format commercial, industrial, and institutional uses along with visitor-serving and residential uses.
3. **Determine Individual Land Use Types & Mix** -- Planning for the Mill Site has always assumed a mix of residential, commercial, visitor serving, and industrial areas in addition to coastal access uses (e.g., parking), and conservation uses. While the Plan can envision a desired mix of use types, development densities and quantities, the market will always determine what gets built. Lacking a 'ready market', flexibility and strategy are necessary, taking advantage of current market conditions while creating value and incentivizing development for which there may not be a current market.
4. **Resolve and Reflect Development Constraints.** A range of site-specific and area-wide development constraints will affect the location and scale of new development. While some of these constraints have been reflected in the Illustrative Plan, others will be revealed during the formal planning process.
5. **Create Community and Real Estate Value** -- The key to successful development of the Mill Site given its large swath of development land and lacking a fully developed market demands 'creating value'. Such value begins with public investments (e.g., the coastal trail) and through good planning, establishing development entitlements and permits, improving existing amenities, investment in needed infrastructure, and other development readiness investments as needed to attract investors and builders.
6. **Enhance Coastal Access** -- The Coastal Trail and adjacent parks and open spaces will remain the central amenity of the Mill Site. The Land Use Plan for the Mill Site will further improve the Coastal Trail and other existing public access facilities by providing additional access points, visitor attractions, and expanding parking where and if needed.
7. **Infrastructure Needs & Capacity** -- Development of the Mill Site will require a full range of urban infrastructure that will shape and be constructed concurrent with development activity. This infrastructure includes roadways, water, sewer, drainage, and power utilities. This infrastructure will be 'tuned' to the precise needs determined in the formal planning process. Infrastructure funding will be derived from private equity, development fees and charges, land secured special taxes and assessments. Potential City sources include grant funding, utility rates, property tax increments, and bonds.

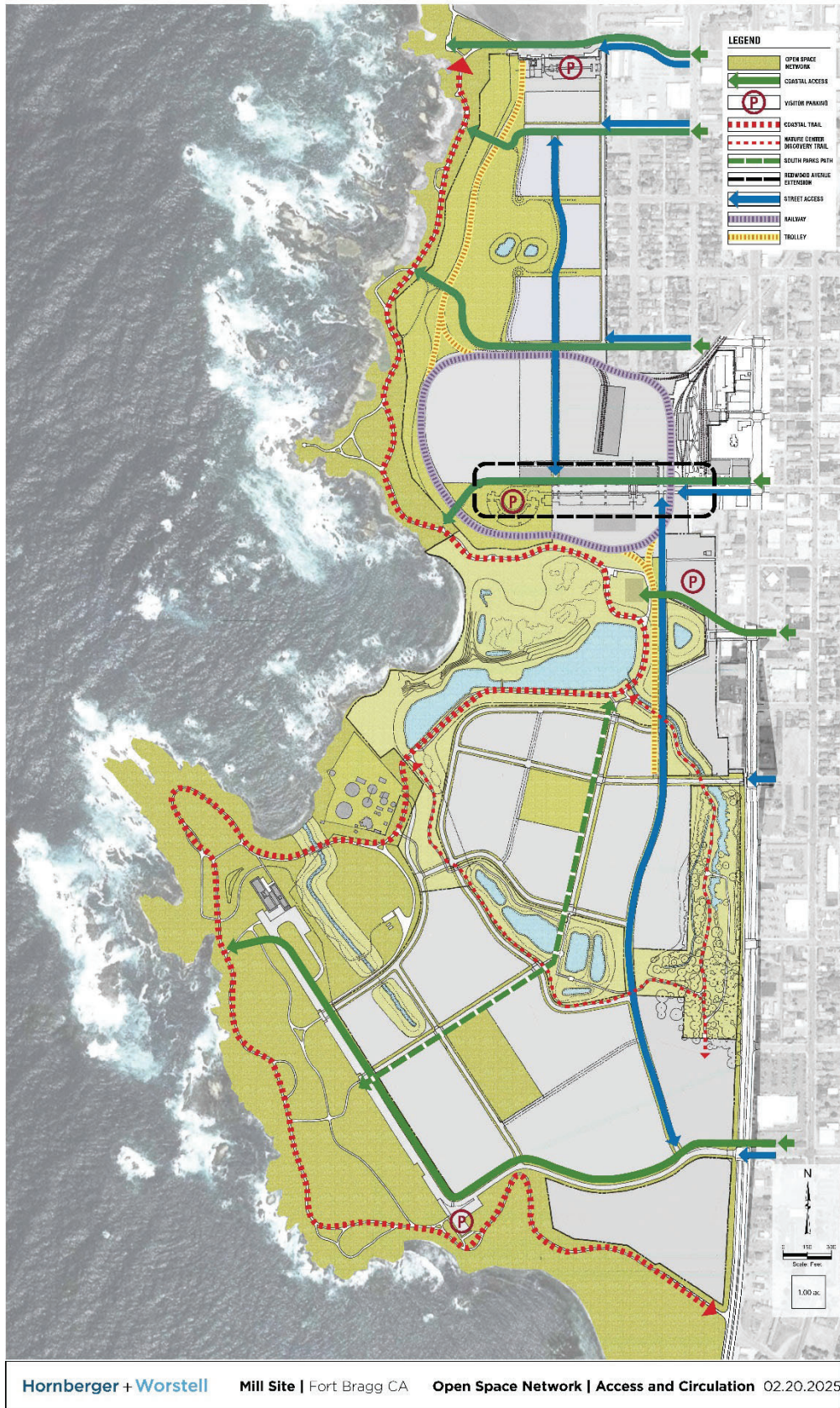


## Mill Site Illustrative Plan Map





# Mill Site Illustrative Plan Open Space and Circulation Network



## Mill Site Master Development Agreement & Planning Program Public Comments from February 25<sup>th</sup> Public Workshop

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The City of Fort Bragg held a fully noticed (as a City Council meeting) public workshop on February 25, 2025 to receive public comment and questions regarding the Master Development Agreement Program and the results of the Phase 1 Development Strategy.

### **PUBLIC COMMENTS:**

- Concerns about MR having equal standing with City; does low price MR paid for property result in property tax fraud. City should report to Assessor, State Board of Equalization, Attorney General, Grand Jury, IRS.
- With regard to process, drop previous assumptions, opinions, prejudices. Join together to be stewards of this place. How much, what kind of growth? What we do now will have permanent effect on community. Do this to build a sense of community, not adversarial.
- Previously, Planning Commission and City Council unanimously accepted a land use map for future development of Mill Site. In DA, developer should acknowledge that they will allow local/state regulation for health and safety and if they will be subject to local and state regulatory agencies.
- Excited about curtain being pulled back on headlands. Opportunity to make something very special. Love the idea of bikes, trolleys, walking pedestrians. Great testimony to reducing the carbon footprint that community can embrace.
- What we are seeing is not an alternative vision. Whole site is not cleaned up to residential standards. Mill Pond has not been adequately characterized. Dam is in danger of collapse. Consider earthquakes, tsunami, sea level rise. Runoff is polluting area. Great vision: coastal Pomo cultural center.
- Who is on City Council ad hoc committee? Tess knows a lot about CEQA. Important to clean-up Mill Site completely.

### **Responses:**

- Mayor Godeke: Mill Site ad hoc committee is comprised of Councilmember Peters, Mayor Godeke. Committee previously was Councilmember Rafanen and Godeke.
- Torgny Nilsson (MR): Purchase price for mill site included land for liability swap. Costs for remediation of Mill Pond could be well over \$60M. Purchase was approved by the court as reflecting fair market value of property. MR has never wavered from saying that it will follow all applicable laws. Railroads are the most regulated entity in the nation. Only areas MR wants preemption for are shown in purple on Illustrative Plan plus the trolley.
- Robert Pinoli (MR): State Board of Equalization regulates taxation of railroad property, not County assessor. There was a reassessment, but value was not escalated exponentially because there are no improvements.



**PUBLIC COMMENTS:**

- Like acknowledgment of Native American history. MR should donate profits to Pomo because they were forced off of the land. They have a spiritual connection. We owe it to them to give a percentage of profit. Concept should go to ocean and allow for ceremonial participation, sacred space. Need more affordable housing for young families, housing should allow children and pets.
- Appreciation for openness to moving forward. The plans need to start from the ground up. Need to understand are limitations of land. For example, hat further remediation is necessary to remediate to residential standards? What about habitat areas, creek daylighting, stormwater runoff? Support giving land back to native folks. What ratio of uses best serves our needs? Tourism is unstable choice upon which to base an economy. Discretionary spending is the first to go. Need jobs, good incomes in order for younger generation to return and stay. Tourism is unstable, we need to diversify the coast economy and bring jobs for families.
- Question re: buildings in purple zones, and the Stations at Glass Beach and the Dry Sheds. Is MR willing to agree that they will follow City, State, County permitting and inspection requirements for these areas. If so, would that be different from non-purple zoned areas on site? If so, how would it be different and why? When property was purchased by MR, you agreed that there would be substantial clean-up. How long will that take? Interest in making it beautiful now.
- People have different priorities. As community, not clear about what we want to get out of the Mill Site. My #1 priority is to replace the economic engine that we lost when the Mill closed. How do we do it, what do we care about, what's important to us? Fort Bragg is on very shaky economic grounds. Tourism is one leg of a 3 legged stool. Create a bullet point list of things that matter to us. How do we preserve the land, how do we create community. Most of what people say are values that we all share. Not a conflict. It's a matter of prioritizing.
- Area has so much history, natives, railroad, chopping down old growth forests. Lots that we can learn from. We could be the Redwood Riviera. The opportunity to develop this property is amazing. Want beautiful buildings, not cookie-cutter. Support protecting the train system. We can manifest something truly wonderful. This is a beautiful area. Think about the future: emergencies, keeping the runway, the economy. Botanical drugs. Natural pharmaceuticals.

**Responses:**

- Marie Jones (consultant): With regard to remediation: Mill Site was cleaned up to accommodate future uses envisioned at the time the clean-up was approved. Big piece that isn't done is remediation of Mill Pond complex. There is community interest in daylighting creeks. A Remedial Action Plan has been prepared and submitted to DTSC. DTSC will consider community acceptance. The Coastal Commission, Dept. of Fish & Wildlife and Water Quality Control Board will all have a role in regulating clean-up of the Mill Pond. MR is required to get a Coastal Development Permit through the City for the project.
- Tgorny Nilsson (MR): Federal pre-emption for railroads. OSHA, FRA, DOT, CPUC, STB. Railroads are required to follow local building codes but are not subject to local authority. We welcome local inspectors to come see what we are doing.
- Robert Pinoli (MR): Clean-up plans and other documentation related to remediation is available on DTSC's digital document repository - Envirostor.

- Chris Hart (MR): Need to support existing tourism economy and diversify existing economy. Plan provides space for light, heavy industrial. MR has had a lot of meetings with the Sherwood Valley Band of Pomo. Housing needed at all income-levels. Plan will provide for a range of housing prices. MR has bought 3 different buildings for employee housing. Community can't just be Bay Area retirement home. Need homes for young people.
- Walter Kieser (consultant): Question about replacing economic engine. Need a space for people to invest and build things. If people can't afford to live here, there will be no workers for that industry. Where are we going to build, and where are my employees going to live.

### **PUBLIC COMMENTS:**

- Commentor worked on remediation in Sacto. GeoTracker website has info for remediation areas across the state. Mill Site was economic engine for decades. Clean-up requirements are different for commercial vs residential uses. Mind-boggling how much money goes into clean-up.
- Does MR own the property? Attorney said that they paid \$60M but only \$1.23M is documented. MR claims to be public utility and exempt from City and Coastal Commission permitting requirements. Clearly, they are not, they are an excursion/entertainment train not a public utility. MR and the City are in court over this issue, it's been put on hold. It is premature to be making plans. The plans are clearly MR plans, not those of the community.
- Mill Site has great potential. This coast deserves the best. Inspiring to be here. Education is a way to show how we love the coast. Give back to community. Exploratorium. Surrounding that with community, retirement community, daycare, parks. Focus on taking care of people here. Show how we love this community. Bring nature back. Educate kids. Raise the standard of living. When you build, use quality products. Make development outstanding and inspire others to be in community. History of community. Let's rebuild that in a more beautiful and respectful way.
- Economy really needs help. The headlands is the future. Tourism economy is important. Diversifying the economy is important. Remote workers have huge potential to boost economy. One way to attract, is to have it be a world-class destination. Need to do it right on the Mill Site.
- Alternatives for Mill Pond remediation include transferring sediments to Kettleman City. Or leaving it there. Treat sediments with latest technologies. Consider hybrid model for clean-up.
- If there is ability for people to work together, there will be more concessions on both sides. Trusting City and MR to be wise and responsible. I have 15 things to be changed about illustrated plan. All for the better.

### **Responses:**

- Tgorny Nilsson (MR): Purchase involved cash and land for taking on the cleanup liability. Clean-up could be as much as \$60M. GP offered same purchase terms to anybody. No one else willing to clean up the Mill Pond. Approved by local court. MR has tourist, freight, commuter components, including new contract for freight. We have wanted to open tunnel for years- Coastal Commission has prevented us. City has submitted documents claiming that we are a public utility.

**PUBLIC COMMENTS:**

- With humility, grace, politeness- we will get through this. Coastal Trail is magnificent. Have vision folks. Come together. Bend, but don't break. Done with fighting. I pray for this community all the time. To quote my father: "Fort Braggers are tough. They were raised on fish head soup."
- This is a world class stretch of Pacific Ocean. Tremendous opportunity. Pleading that we might do something beautiful. Be a model for the world. Develop with highest quality materials. Include open space and wild space. Also okay with doing ecological restoration. Appreciate the opportunity that we have to make decisions.
- Have opinion, a voice. Opening of Coastal Trail provided a safe place to walk. Has opened up a whole new world to this community. When was last time a City had the opportunity to do the things that you have an opportunity to do. Vision of the Noyo Center. Go on their website. Local College. Arcata Marsh; Petaluma - wetlands adjacent to wastewater treatment area.
- Where is water coming from. Don't see anything for solar, wind. Electricity should be underground. Smell shadow at WWTF - something has to be done. Amazing opportunity. Do it in a positive, generous manner.
- Consider having an area that's like a sports complex, race track. Race cars on 1/4 mile track. Or pump track for kids. Recreation facility zoning.
- Proud of City. Evolving, moving forward. If you work with nature, things that need to be done can be done inexpensively. Need more parking at Glass Beach (where nature turns trash to treasure).
- We have to meet the needs of the future. Need to work very closely with the Sherwood Valley Band and the coastal Pomo community at Noyo. They are the foundation of this community. They will put you on the road to greatness.
- Do not overbuild. Tell the story. Want to be a magnet, need hotels, need creeks daylighted.
- Cultural Center for Pomos could be center stone of Mill Site - real draw. Different from something like Disneyland.

**Responses:**

- John Smith (City Public Works Director): City is currently undertaking \$72 Million in water projects. With water meter project, expect to find savings of about 20 million gallons per year. New potential sources. Recycled water feasibility study - \$500k to see if we can reuse treated wastewater. Desal buoy (12 month pilot project; in water in June). Scalable. Water Plant - \$12M project for efficiencies. Reservoirs, additional 135 AF of water storage. Will help with dilution requirements for recycled water project. Can discharge water from reservoirs to reduce impacts on river. Largest rain capture device around. Will have a challenge discharging all that water. Also looking into stormwater reuse.
- Marie Jones (consultant): The planning process will involve the tribes; formal government to government consultation. Have contacted Sherwood Valley Tribal Historic Preservation Officer Valerie Stanley. Tribal Council will likely ask for consultation. Process is multi-pronged and will include Caltrans, CDFW, CCC, DTSC... bring everybody along together.
- Councilmember Albin-Smith: Reminder to put your suggestions on the plans on the wall.

- Councilmember Peters: Federal Railroad Act was passed in 1882 to give railroads power of eminent domain to take whatever land they wanted, with devastating consequences to native tribes.

### **PUBLIC COMMENTS:**

- Should have net zero energy buildings. Be very ambitious, do something very special. Where is focus on science and education. Build on that idea. No one has mentioned climate change. Wake up. We can be sequesters of carbon. Build with thoughts about what climate change will bring us. Droughts, atmospheric rivers. There is too much development. There should be much left for nature. Pomo community supports creek daylighting, traditional cultural practices.
- Concern about federal pre-emption. Purple area on map. Diesel locomotives, 100 decibel train horn. Comfortable with trolley. Climate change issue, when stuff changes - then all the rules go out the window. Population of Mendocino County could more than double with climate refugees in coming decades. Plan for influx of large numbers of people.
- Gratitude to city government. This is the most beautiful place on earth. Sacred coast. Local zoning is extremely important.
- Skunk Train is not a common carrier. Purple areas should not be exempted from compliance. Cannot rely on federal government to regulate.
- Need more of this kind of process. Every couple of months. Let's make Fort Bragg continually be amazing forever.
- Can somebody on Skunk address Tier 3, 4 engines. Is Sierra Railroad developing hydrogen engines? Could be educational opportunity.
- Vision of having Mill Site be fantastic place for visitors and community. Economy to attract with remote workers. Vision for it to still be quiet and peaceful. To remain beautiful as bluffs recede. Hotel should be moved back 200'. Or transfer development rights elsewhere in City or County. Skunk station, events venue. Not having north-south corridor would reduce traffic, increase serenity. Think outside of box for south parcel. Intentionally kept things vague for big idea. Do south parcel later? Do transfer of development rights with Noyo Center, move that back. Eventually move WWTF back too.
- Should abide by rules of decorum. Lindy's comments to Tgorny were not appropriate. Maybe someone else needs to be appointed to Mill Site committee
- Be sure to thank GP for selling us coastal trail. Very generous. Should be plaque thanking them for having that opportunity.

### **Responses:**

- Robert Pinoli (MR): MR has grant to replace 3 tier zero diesel locomotives with 3 tier 4 low emission locomotives here in Fort Bragg. Sister Company, Sierra Northern Railway has 36 tier 4 locomotives. Also building one fuel cell locomotive in Sacramento area. Federal Railroad Commission inspects 3-4 times a year with California Public Utilities Commission and Transportation Safety Administration. MR was first railway in nation to use 100% biodiesel. Only one in entire nation building a hydrogen locomotive.

- Chris Hart (MR): In response to comments about leaving open space: 44% of land in north area is planned for open space. Trying to make it a welcoming environment for people to visit. Needs to be beautiful. Spent a lot of time in 2019/2020 working with the Council's ad hoc committee.
- Marie Jones (consultant): In previous plan, identified urban reserve on south end - an area for the big idea. Coastal Commission feedback was that area will need a land use classification. If we leave it with Current zoning (Timber Resources Industrial) a lumber mill would be a permitted use which might not be compatible.

### **PUBLIC COMMENTS:**

- West Street/Weller District. Concerned about impacts on views from neighborhood. Grass along GP fence needs to be mowed. Fire danger.
- Need local jurisdiction over the entire Mill Site. We voted for the City Council. We trust them. Lobbying for local jurisdiction.
- Support concept of small mill, targeted micro-mill on south end of Mill Site.

### **Responses:**

- Chris Hart (MR): City staff doesn't have expertise to know how railroads run. Local regulation of railroad uses is ambitious, doesn't exist. Simple noble idea; it's hard.
- Isaac Whippy (City Manager): Thank community for participation/feedback. On March 10, City Council study session is scheduled. Can email comments to City Manager, Mayor.

Fort Bragg Mill Site Master Development Agreement - Phase I  
February 25, 2025 Community Workshop

### POST-IT NOTES SUMMARY

#### WHAT DO YOU LIKE ABOUT THE PLAN?

Residential above the commercial buildings is perfect	At least we're here, talking, tonight.
Integrating our Noyo Center into the main area plan- not set only aside - integration of our treasures. History, botanical gardens, mushrooms, whales, native American history, small educational pavilions can be incorporated into some designated development areas.	I like that you offered to take the trolley off the plan- this hopefully will not be a Knotts Berry Farm on sacred land.
There are more coast access points	An electric jitney is a good idea.
#1. Very excited about the Noyo Center. 2. Nature center. 3. Discovery trail loop. 4. Daylighting creeks	We need to be known for something, do it.

#### WHAT WOULD YOU CHANGE?

No train to Glass Beach. I'd like to see a trolley that travels further south along Highway 1 and is free to locals	No trolleys and trains
No train. Too noisy, too much pollution. No one would use convention center or hotel w/ train circling.	No trolleys, no light industry, no housing. Leave it to nature, coastal trails, Noyo Center, Pomo Center
No mini city	No trolley
The proposed trains will have a negative impact on coastal areas	More Open Space
More open space	Trolley to go further south, paralleling Safeway.
The train sounds like an amusement park. Why here on the ocean bluffs?	No Railroad circle activity
More environmental preservation	A lot more open space, lower density building
No hotel/convention center. Focus instead on opportunities for young adults- marine science, a culinary school with ocean view student-operated restaurants, etc.	I can see an advantage to expanding the railroad to a "Railroad Square" but not the railroad loop. Too noisy and impactful for the coastal environment. An electric trolley may be valuable depending on cost and where it is located.
It is too much.	Housing density is too much for such a small town
All buildings must be 100% green. We can be a model for CA and the world.	Historical Indigenous Pomo site(s) should be at the forefront of new developed land and not be pushed out of sight, to be enveloped around.
Save half for Nature	World class coast; no idea why we'd overdevelop with such ho-hum buildings?!

Maintaining a quiet, unrestricted walkway along the ocean without any tram or train is vital. The distractions of a trolley will be detrimental to experiencing our coastal retreat walk.	Did we forget about sea level changes and big weather? This is too much coastal development.
No new railroad tracks. The citizens want quiet zones for the tracks that exist.	

## WHAT WOULD YOU LIKE TO SEE ON THE MILL SITE?

Would like to see convention space identified	High density, affordable housing is a must.
Local Zoning compliance for all parts	Workforce housing
How about an aquarium? Educational, aspirational? Retirement community development. Small spaces than large community areas: gardening, dancing/exercise space.	Daylight streams, create riparian park
PG&E/Sonoma Clean Power involvement in development of a larger grid to support development of the property.	A Pomo museum and area for sacred Pomo celebrations is vital. This was the land they were forced off of. This area designated for honoring the Pomo will help heal the land.
More cost-effective alternatives to energy resources: wind turbine, seawater turbine, solar.	Emphasis on broadly-useful, well-paved trail with sufficient access points, including parking. Concern for aquatic pollution and clean up. Restoration of native vegetation should be well thought-out.
New (fireproof) building construction materials	Coastal Pomo Cultural Center. from Branden Roscoe. Information provided to City Council.
Solar-powered lighting and emergency phone stations along the nature paths	A beautiful example of functional beauty. Pulling the curtain back to a vista of the Pacific with living and active use.
Do not dismiss events venue so quickly. Look at Newport, OR performing arts center. There are already 5 major events based in Mendo which bring hundreds of thousands of dollars and bring people from all over west coast. Build it and they will come. Especially when it is 110 degrees inland. Suggestion: hotel site to include event center.	Rails around the whole site. Civic center for big events. hotel, housing for low income, less building on the north side. Work with the Pomo to take over contaminated land (ask them). City helps get clean up for land given to Pomo in return - a cultural center.
Retirement Community (progressive: independent to assisted living. full service)	Indigenous sites should be at least commemorated/better yet, restored for use of first people of the area.
Retirement/senior living homes; childcare; family homes; park space; coastal agriculture. Quantum Exploratorium	Importance of new economic development. Marine research; coastal alternative energy systems; redwood/wildlife research education facility; cannabis research
Science education	Plan might include emergency medical station: nurse/paramedic, etc.
More, not less open space for everyone around developments. Small dwellings, not McMansions. More space along the headlands because the ocean will keep eroding the slopes	Start filing permits, change the zoning.



Will the workers who build this make a living wage. Healthcare, or an apprenticeship program for the workforce	We need more housing
Multi-level retirement facility offering robust independent living, assisted living, rehabilitation services and memory care.	

## COMMENTS ON PLANS & DOCUMENTS

Should have events venue that you can see over from CBD. Station should be NE of here.	Moving hotel back 200 feet, allows us to move tracks back 200 feet.
Daylight Alder Creek as well	What moderate to heavy industries--not! There are needs for these?? Not on these treasured acres. Job creation does not require mod-heavy industry.
No tracks! Low impact roads	Given what Nilsson said, does this whole purple area qualify for federal preemption? If so, no train on the mill site!
No train tracks	How much would new retail development west of Hwy 1 affect current downtown businesses? I don't think we have population base to support a large new development
100 decibel train horn next to Coastal Trail, diesel soot?	What agencies will permit and regulated "rail related" development such as proposed Glass Beach Station and MR's reuse of the existing mill buildings for rail-related activity. Is this different from other development?
No tracks anywhere. Electric jitney sure.	What agencies will permit and inspect all of the map areas colored in purple? Is that any different from permitting and inspections in other areas? why?
More Open Space - away from toxic pond	Will the City and the railway create a review board for all future development of the property, or will developers have control of the parcels they purchase for development
Remove high density housing east of hotel and move hotel back	

## GENERAL COMMENTS

Why develop in the first place? Why housing (other than as a profitable money grab?)	Has there been any thoughts of letting Pomo elders see to the environmental aspects? What would it look like for them to decide and dictate where things should be?
I'm wondering just why we need this huge infringement on our coast?	The current jobs advertised by the Skunk Train pay \$18.75/hr- not nearly a living wage here. Will jobs at this new coastal disneyland be any better? Who is this really for?
It's our coast (said every osprey, hawk, shorebird, snake, and human kind)	Adding housing=adding population. Our recreation fields are already at capacity. Where will our kids play sports and recreate?



When someone shows you who they are, believe them the first time	How much would the overall labor cost? How would we integrate the architecture from old to new to not have a classism-fueled architecture wall?
I appreciate you want to be successful in a way that includes your community. It has been a long journey-less is always more. I appreciate you are asking. I will be hopeful that you can listen and take action with respect.	I am a 25-year old local that volunteers with ALRFD as an EMT. My whole generation works 2+ jobs and we still can't afford to live. New workers can't support our communities. EMS is dying out and we can't afford to take care of you or ourselves.
Given local population trends, how much new housing?	In case of an emergency (medical, fire, shooting) what would be the evacuation route for this future housing? Will there be more EMS jobs on site? Example: on-site basic first aid, helicopter pad, nature guards?
Good ideas, good intentions. Thinking about what can benefit the people who live here full-time. Need more Gen Z perspective.	What is your plan for all the pine trees that line the Hwy 1 into town? They obstruct our view of our coastline - that is a beautiful thing - But not with so much development.
Are we creating San Diego or are we looking at why people come to Ft Bragg? They come to get away from "so much development" Simplify- look at Denmark for housing concepts.	I am a climate refugee. I own a finance agency and want to live here. My business is 100% digital. A huge crowd is right behind me. You need a sense of urgency!
Skunk train should fix the tunnel to make it easier for people to get here	

Fort Bragg Mill Site Master Development Agreement - Phase 1  
March 10, 2025 Fort Bragg City Council Meeting Summary

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## 1. PUBLIC COMMENTS

### RE: Continuance of Stay of Litigation

- Only thing on table tonight is to ask for a continuance of the stay. Process that invites early/quick solution. Demographic and market analysis needs to be redone. Wants process to go forward slowly and mindfully with lots of study and due diligence. Discussion about what the decision points are on the diagram.
- Supports continuing effort, extending the stay - even if we have to go to court later. A negotiated agreement is a more flexible way to address these issues. Might win, might lose. It's all about the details. Have to get it right; have to be super thorough. Not harmed by another month or too. Concerned about how the City is pursuing the litigation. Won't reverse the eminent domain. Federal courts are not bound by State court decisions.
- Thank you for having the grace to do a stay. Appreciate seeing people working together on this. Fighting it out will poison the well. Empower our citizens instead of trying to disempower.
- CCC filed an opposition to the initial stay. City filed its complaint in 2021. MR has delayed discovery, etc. Extending stay would prejudice City and CCCs duty to protect the coast.
- We're not ready to proceed past Phase 1. MOU formalizing development plan. So much more analysis that needs to be done. Don't know what we're doing on the southern half. Big idea: figure out what we are going to do and phase it. What is the vision. What are the jobs. Have a slew of ideas on how to work together to meet mutual goals. Don't know where Coastal Commission stands. Delay decision D1 for 90 days while we work together.

### RE: Settlement of Litigation

- MR does not connect to the interstate rail system; therefore they have no federal preemption.
- At beginning of litigation, issue was whether the City has authority to enforce State and local laws pertaining to the RR. Not a planning issue. CCC has intervened as a party. Question of law- who has jurisdiction over the RR. Any attempt to go forward with planning is a failed and doomed option. It is courts job to define what is the law, how is it applied. If you move forward on presumption of what that law means, then you are acting on shifting sands. Whatever you negotiate will have no meaning b/c MR can simply reassert that you are preempted. Can only regulate if you have ability to enforce.

- MOU Phase 2 is fraught with problems. Will you resolve a pending lawsuit with this MOU. Can be no federal preemption for these people. This is not a federally controlled railroad.
- If you were a railroad, would you reach out to City and CCC for permits if you didn't have to?
- Duty to citizens to weigh development proposals independently and not as a co-proponent of those proposals. MR involved in determining what happens on Mill site. Outsize influence because of litigation. Not a fair process to the citizens. Principled stand in filing/pursuing lawsuit. If abandoned, that money is for naught. If you think you are going to make a settlement, put it on a public agenda, let public weigh in on whether suit should be settled.
- Lawsuit is about MR submitting to jurisdiction of City and CCC. Move forward with lawsuit. Do not ask for continuance of stay.
- Arguing about whether the Skunk can do what it wants without us having any say. Like the plan for development. See lots of rooms for comments, shaping it. Lawsuit is about what if? what if something bad happens? what if we agree on something, but they back out? I haven't seen any of that. Arguing about who has power, not what they want to do. We have to have some economic development out of that property. How are we going to do it? There's nothing that prevents us from legal action in the future. How long will this go on? Suspect that reason to go on is to prevent property from being developed. Opposed to that.
- Question of preemption. MDA is best way to deal with it. We can negotiate all of those things. We can decide where the tracks go. Reasonable investment backed expectation. A lot of flexibility in MDA. Need more education, public participation. Negotiate details in agreement.
- Process has potential of MR getting something that they want before the City gets what they want in return. Not the usual MDA process.
- Concern about underlying assumption, one set of rules under jurisdictions of State/City; and another set of rules that would not be under the jurisdiction of the city or state.
- Don't understand why MR doesn't want to get permits on 10% of the property. Lawsuit gives you opportunity to do discovery. Will have facts to base decision on. That is important. Put process of development planning on hold. CCC is not on board. Put planning process on hold

**RE: Master Development Agreement (MDA)**

- Is MOU legally binding? No. MDA is legally binding and enforceable.
- MDA should pro-actively think about full range of potential uses.
- Have the Skunk's vision of an illustrative plan. Not the community vision. More community input required to achieve that. Have a fantastic opportunity.

- No mention of inspections relating to building permits, what about noisy events? would a second floor restaurant need health department permits?
- Put egos aside and get things done. Buffer zone of railway. Set it back. Interpret it. Need convention center, like Asilomar. Bring jobs/people here. Talk to Pomo.
- Support MDA. Support electric trolley.
- Illustrative Plan is different from previous versions. Can RR continue to designate more property as exempt? Zoning for south end; allowing for different uses. Concerned that there will be too much residential and not enough job creation.
- MDA process seems like the way to go. Concern that entire process is premature. Council needs additional information. Support skunk train going forward in compliance with all applicable local, state and federal requirements. Gather full information from court proceedings. Settlement agreement can happen at any time.
- Stipulation; should not use train horn on Mill Site. 100 db train horn. Plume coming out from Skunk Train area. Should show restricted area on the map.
- Agree with concept of buffer. Support local jurisdiction. Should go slowly. Workshops. More post-it notes, community input. Strongly disagree with any exemption from Coastal Commission. Community land trust should be included in housing out there. Grade separation; different gauge for trolley.
- NorCal Carpenters Union. Labor standards on MDA. Prevailing wages, health care benefits, apprenticeship programs.
- Enthusiastically support this process. We can work these things out. City needs to take a leadership role. Lawsuit is being treated in an unfair way. Do not back down. Importance of getting all of the work that property owner wants to do permitted, should not be sloughed aside. Education, science, Asilomar, not luxury housing. Should daylight creeks. Conciliatory tone is where we have to go as a community.
- 15-minute city. walking, cycling, public transport. Set an example. Can be adapted to rural areas.

### **RE: Community Participation**

- Marry in haste; repent it in leisure. Process needs to be transparent and inclusive. One meeting does not constitute meaningful public input. Devil is in the details. More than proforma public participation is essential. How is the public to have meaningful input going forward. Involvement is needed as it takes place, not after it has been negotiated and agreed upon. Public input is essential. Add the public as a stakeholder. Create a CAC.
- Division, demonization, fighting. Need to transcend that and hold ourselves, each other, institutions accountable. Continue the process. Make sure that what we're doing is creative. Difference between fusion and fission. Move forward in good faith.
- Need to come together as community to find right solution for headlands. Would like to work with all interested parties towards those ends. See wisdom on every side. Idea= to recognize that we are suddenly at the end of Phase 1; agree on conceptual

plan. Way too prematurely. Propose to ask judge for 90 day delay. I don't think we have time or money to see this out. Need to start making decisions. Develop collaborative relationships.

- Process should include first reading of action items, with action at following meeting. Gives people more time. Would make a difference in terms of community input.
- Suggest more information about when meetings around mill site are coming up. Newsletter. Mail as part of public outreach. Wants more community involvement.

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## 2. STAFF REPORT

Noted receipt of emails, letters, public comments. Have begun consultation with tribes, agencies, nearby property owners. Still building trust; lots of additional study needed including market analysis, infrastructure. Illustrative Plan is a starting point to draw comments, critique.

The first Decision Point (D1) in this process was to seek a 3-month stay of the litigation and to initiate a planning process.

We're now at D2 - is it worth exploring a planning-based solution at a higher level of detail? If so, a stay of 6 months is recommended. During this phase, a Memorandum of Understanding (MOU) will be prepared with ongoing public dialogue. Contents of MOU are detailed in Phase 1 report. Phase 2 will provide some time to get into details

- further development of the plan
- how infrastructure gets paid for
- what markets are driving these types of uses
- Is development feasible; is it adequate to support infrastructure
- regulatory framework; LCP Amendment; how does this work conceptually

D3 - would be a decision on whether to move forward with Master Development Agreement (MDA) which is at least a 2 year process. The mDA would address planning, land use entitlements, remediation, financing, plan-related land transactions

D4 - sets in motion Development Management program. Don't have ready market. This would be a function of the City for many years to be manage various aspects of Mill Site development.

Staff's recommendation is to seek an additional stay of the litigation, to move forward with Phase 2, and to continue to explore a planning based-approach.

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### 3. COMMENTS FROM MENDOCINO RAILWAY

May 1, 2004 - MR reopened Skunk Train. Have participated in planning process for Mill Site in past and support current process. No agreements on contents of land use plan. Lots of education; conversation; comparing notes. Far from done. Will take time to resolve details. City/community need to have confidence in MR and vice versa.

MR has made concessions. Of the 300 acres of land, 7.5% would be used for railroad specific projects. Remaining 270 acres would be developed under City's normal processes. Illustrative Plan shows locations of where rail facilities would be located. Rather than trains, electric trolleys. Would only extend trolley track on south Mill Site if city agrees to it.

In response to questions regarding oversight agencies for railways:

#### Federal Railroad Administration (FRA):

- inspections (3-4x/year)
- records; compliance certification documents
- locomotives, passenger, freight - equipment
- tracks and supporting infrastructure
- steam locomotives
- bridges- all railways required to have a bridge program - annual independent 3rd party inspection

#### State CPUC:

- track and infrastructure
- motive power
- operating practices
- crossings/signals

#### CalFire:

- clean spark arrestors
- compliant on vegetation management

#### Transportation Security Administration:

- comes to Fort Bragg on regular basis
- Look for credible reports; signalized crossings within FB. If crossing gates were down for any reason other than a train coming through
- Safety/security training
- Work with local jurisdictions, police, sheriff, highway patrol
- have a map that represents 300 acres; less than 10% purple

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### 4. Q&A BY CITY COUNCIL MEMBERS

- What sort of assurances do we have from Coastal Commission? Are they okay with what we are doing? Response from staff: Have been in dialogue with staff; legal team has had conversations as well. Renewed engagement with CCC as a result of this process. Material conversations are happening. CCC will be meeting in closed session.
- How legally binding is MDA? Response from staff: MDA is a contractual agreement. Performance measures will be baked into it. Enforcement remedies included in MDA.

- Are we putting cart before the horse? Zone it, then they come with permits and they build it? Response from staff: Timber Resources Industrial is current zoning. Going forward, need to rezone before development occurs.
- What is an excursion railroad and do excursion railways have the same level of oversight? Response from MR: There are examples of scenic railways that don't submit to same inspections as us.
- Who regulates permitting for buildings? Response from MR: for rail operations, have state and federal oversight for buildings. Contractors are not exempt from what the law is. Have to be knowledgeable on building codes. Need to be built to those standards. Exempted from getting permits. Not exempted from the laws. Would be fine to have City come in and see what is going on; advise us. Can do that moving forward. Have offered it.
- Concerns about certain aspects of the map. Is MR willing to work with community and Council and alter that map or is that map the final map? Response from MR: Map is far from finished. There are some things that are important to MR.



## **MEDIA CONTACT**

City Manager's Office  
(707) 961 2829  
[iwhippy@fortbraggca.gov](mailto:iwhippy@fortbraggca.gov)

# **PRESS RELEASE**

**FOR IMMEDIATE RELEASE**

## **City of Fort Bragg to Host Community Workshop on Memorandum of Understanding (MOU) with Mendocino Railway**

**June 16 2025; Fort Bragg, CA** - The City of Fort Bragg invites community members to attend a public workshop on Thursday, June 26, 2025, at 5:30 PM at the Cotton Auditorium (500 N. Harold St.) to provide input on the next phase of the Mill Site Master Development Agreement Planning Program, as authorized by the City Council's June 9, 2025, Resolution.

This workshop marks a key step in Phase 2 of the program, which involves the negotiation of a non-binding MOU between the City and Mendocino Railway. The goal is to collaboratively resolve long-standing disputes and create a framework for the long-term redevelopment of the Mill Site.

As directed by the Council, the MOU will address several core topics:

- Settlement of the pending legal action
- Clarification of land use and facility locations
- Infrastructure needs and funding responsibilities
- Regulatory procedures to guide future development
- Coordination with the California Coastal Commission, tribal representatives, and other stakeholders
- Identification of any necessary real estate transactions
- Public transparency and community input throughout the process

Phase 2 also includes a regulatory mapping initiative to distinguish between areas of the Mill Site intended for rail-dedicated operations (where Mendocino Railway has asserted federal preemption), non-rail development subject to local control, and potential mixed-use areas. This mapping process will be shared publicly and refined based on community input.

The June 26 workshop will feature a presentation of the refined Illustrative Plan, updated based on feedback from the City's two prior community meetings. Attendees will have the opportunity to review revised concepts, ask questions, and offer input that will help shape the next steps.



(707) 961 2823



[www.city.fortbragg.com](http://www.city.fortbragg.com)



416 N. Franklin Street,  
Fort Bragg, CA 95437





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# **PRESS RELEASE**

**FOR IMMEDIATE RELEASE**

## **City of Fort Bragg to Host Community Workshop on Memorandum of Understanding (MOU) with Mendocino Railway**

"This is a pivotal moment for our community," said City Manager Isaac Whippy. "The future of the Mill Site will shape Fort Bragg for generations to come, and we want to make sure that future is guided by the people who live, work, and raise their families here. Your voice matters, and this workshop is your opportunity to be part of the solution—one that reflects our values, protects what we love about Fort Bragg, and creates opportunities for the next chapter of our City's story."

A second public workshop is scheduled for July (exact date to be announced), continuing the City's commitment to transparency and inclusive decision-making as the MOU takes shape.

City staff, representatives from the EPS consulting team, and Mendocino Railway will be on hand to facilitate the discussion and gather additional community input.

For more information, visit [www.city.fortbragg.com](http://www.city.fortbragg.com) or contact the City Manager's Office at (707) 961-2829.



(707) 961 2823



[www.city.fortbragg.com](http://www.city.fortbragg.com)



416 N. Franklin Street,  
Fort Bragg, CA 95437



## CONTACTO CON LOS MEDIOS

Oficina del Administrador de la Ciudad  
(707) 961 2829

[iwhippy@fortbraggca.gov](mailto:iwhippy@fortbraggca.gov)

# COMUNICADO DE PRENSA

PARA PUBLICACIÓN INMEDIATA

## La ciudad de Fort Bragg organizará un taller comunitario sobre el memorando de entendimiento (MOU) con Mendocino Railway

**16 de junio 2025; Fort Bragg, CA** - La Ciudad de Fort Bragg invita a los miembros de la comunidad a asistir a un taller público el jueves 26 de junio de 2025 a las 5:30 p.m. en el Auditorio Cotton (500 N. Harold St.) para brindar información sobre la próxima fase del Programa de Planificación del Acuerdo Maestro de Desarrollo del Sitio del Molino, según lo autorizado por la Resolución del Concejo Municipal del 9 de junio de 2025.

Este taller marca un paso clave en la Fase 2 del programa, que implica la negociación de un memorando de entendimiento no vinculante entre la Ciudad y el Ferrocarril de Mendocino. El objetivo es resolver de forma colaborativa disputas de larga data y crear un marco para la reurbanización a largo plazo del sitio de la fábrica.

Según lo dispuesto por el Consejo, el MOU abordará varios temas fundamentales:

- Solución de la acción judicial pendiente
- Aclaración del uso del suelo y la ubicación de las instalaciones
- Necesidades de infraestructura y responsabilidades de financiación
- Procedimientos reglamentarios para orientar el desarrollo futuro
- Coordinación con la Comisión Costera de California, representantes tribales y otras partes interesadas
- Identificación de cualquier transacción inmobiliaria necesaria
- Transparencia pública y participación de la comunidad durante todo el proceso

La Fase 2 también incluye una iniciativa de mapeo regulatorio para distinguir entre las áreas del Sitio de la Planta destinadas a operaciones ferroviarias (donde el Ferrocarril de Mendocino ha ejercido prelación federal), desarrollo no ferroviario sujeto a control local y posibles áreas de uso mixto. Este proceso de mapeo se compartirá públicamente y se perfeccionará con base en las aportaciones de la comunidad.

El taller del 26 de junio incluirá una presentación del Plan Ilustrativo mejorado, actualizado con base en los comentarios de las dos reuniones comunitarias previas de la Ciudad. Los asistentes tendrán la oportunidad de revisar los conceptos revisados, hacer preguntas y aportar ideas que ayudarán a definir los próximos pasos.



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# COMUNICADO DE PRENSA

PARA PUBLICACIÓN INMEDIATA

## La ciudad de Fort Bragg organizará un taller comunitario sobre el memorando de entendimiento (MOU) con Mendocino Railway

“Este es un momento crucial para nuestra comunidad”, dijo el administrador municipal Isaac Whippy. “El futuro del Molino moldeará Fort Bragg para las generaciones venideras, y queremos asegurarnos de que ese futuro esté guiado por las personas que viven, trabajan y crían a sus familias aquí. Su voz importa, y este taller es su oportunidad de ser parte de la solución: una que refleje nuestros valores, proteja lo que amamos de Fort Bragg y cree oportunidades para el próximo capítulo de la historia de nuestra ciudad”.

Se ha programado un segundo taller público para julio (la fecha exacta se anunciará), continuando el compromiso de la Ciudad con la transparencia y la toma de decisiones inclusiva a medida que el MOU toma forma.

El personal de la ciudad, representantes del equipo consultor de EPS y Mendocino Railway estarán presentes para facilitar el debate y recopilar información adicional de la comunidad.

Para obtener más información, visite [www.city.fortbragg.com](http://www.city.fortbragg.com) o comuníquese con la Oficina del Administrador de la Ciudad al (707) 961-2829.



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416 N. Franklin Street,  
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## RESOLUTION No. 4932-2025

### RESOLUTION OF THE FORT BRAGG CITY COUNCIL DIRECTING STAFF TO INITIATE PHASE 2 OF THE MILL SITE MASTER DEVELOPMENT AGREEMENT PLANNING PROGRAM

**WHEREAS**, the City of Fort Bragg has over the past 20 years pursued coastal access and recreational improvements, remediation of hazardous materials, and a range of new urban uses including visitor-serving commercial, recreational, and lodging uses; new housing meeting the needs of residents, expansion and revitalization of the downtown area, and job-creating industrial and service businesses; and

**WHEREAS**, in November of 2024, the City of Fort Bragg initiated the first phase of a new planning and development program titled the Master Development Agreement Program to resolve existing legal disputes and to collaboratively plan for the development of the Mill Site; and

**WHEREAS**, the City participated in a cooperative planning effort with Mendocino Rail (MR) and its design and planning consultants that included extensive reference to earlier Mill Site planning efforts for the Mill Site conducted by the City; and

**WHEREAS**, the City Council, a Council Ad Hoc Committee, and the public at large have participated, reviewed, and helped shape the Illustrative Plan and related recommendations; and

**WHEREAS**, over the past six months, the City of Fort Bragg, assisted by a consulting team and in cooperation with MR, has prepared a *Development Strategy Report*, which outlines a decision-making process for future planning and entitlements related to the reuse of the Mill Site property in Fort Bragg; and

**WHEREAS**, the *Development Strategy Report* includes an 'Illustrative Plan', a graphic representation of the Mill Site showing a conceptual plan for its revitalization and redevelopment, which include extensive open space, improvements to the Coastal Trail and related coastal access, and areas designated for residential, commercial, institutional, and industrial (job-generating) development.

**WHEREAS**, a *Development Strategy Report* has been prepared and circulated that documents the Phase 1 planning process and provides guidance for subsequent phases of the Master Development Agreement Program.

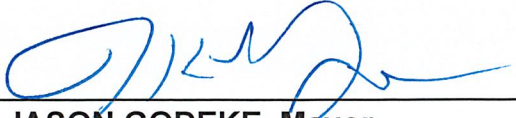
**WHEREAS**, acceptance of the Development Strategy Report is exempt from CEQA pursuant to 14 CCR 15262 "Feasibility and Planning Studies. The Report provides a non-binding guideline for the parties to continue their discussions to resolve their dispute and acceptance of the report does not commit the City or Mendocino Railroad to any development of the property. Appropriate environmental studies will be completed when the binding Development Agreement is presented to the Council at a future public hearing. In addition, this project is exempt pursuant to 15061(b)(3) which provides that "CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

**NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED THAT:**

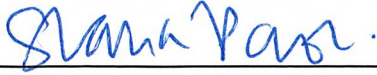
1. The Recitals set forth above are true and correct and incorporated herein as findings and determinations.
2. The City Council accepts the *Development Strategy Report* as a reference and guide for subsequent phases of planning for the reuse of the Mill Site.
3. The City Council directs staff to initiate Phase 2 of the Master Development Agreement Program that involves negotiation of a non-binding Memorandum of Understanding (MOU) with the property owner, Mendocino Railway, as specified in the *Development Strategy Report*.
4. Preparation of the MOU will provide additional data, analysis, coordination and collaboration with the California Coastal Commission and other affected agencies and organizations, including tribal interests.
5. The MOU will address a series of topics that ideally can be resolved prior to initiation of a process to amend the City's Local Coastal Program and enter into a Master Development Agreement. These topics include: settling the pending legal action, further resolving key land use and facility locations, articulating the planning and regulatory procedures to be followed, further documenting needed infrastructure improvements and how such improvements will be paid for, outlining the topics and terms to be included in the proposed Master Development Agreement, and lastly, identifying any significant real estate transactions needed to support plan implementation.
6. Opportunities for continued public review and participation regarding Mill Site planning and development will be provided at scheduled City Council meetings or at other special meetings as may be appropriate.
7. Every effort will be made to shape the agreements reached in the MOU in a manner that contributes to the resolution of the pending legal action.

**The above and foregoing Resolution was introduced by Vice Mayor Rafanan, seconded by Councilmember Hockett, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on June 9, 2025, by the following vote:**

**AYES:** Councilmembers Hockett, Rafanan and Mayor Godeke.  
**NOES:** Councilmember Albin-Smith.  
**ABSENT:** Councilmember Peters.  
**ABSTAIN:** None.  
**RECUSED:** None.

  
\_\_\_\_\_  
JASON GODEKE, Mayor

ATTEST:

  
\_\_\_\_\_  
Diana Paoli  
City Clerk

**Paoli, Diana**

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**From:** Kathy Westfall <westfallservices@gmail.com>  
**Sent:** Friday, June 13, 2025 12:34 PM  
**To:** City Clerk  
**Subject:** Hello friends

I respectfully want to let you know that they're about 100 + people that I know of that are the silent majority that would like you to do the following. I know you are doing your best, but these are our requests : Please finalize negotiations on Part Two of the MOU (Memorandum of Understanding). We also ask that this comes with a development plan that prioritizes housing that is affordable and the creation of local jobs. We also urge swift action to remove the remaining barriers to tunnel clearing and begin long-overdue restoration. This bottleneck has already cost us valuable time and taxpayer dollars.

If we don't make a change now, the economic failure of our town is inevitable. It's time to wake up and allow growth to happen here .

Kathy Westfall

**Paoli, Diana**

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**From:** Marc Tager <marcatager@gmail.com>  
**Sent:** Friday, June 13, 2025 1:53 PM  
**To:** City Clerk  
**Subject:** City Council

Dear Council Members

I am writing you this letter to ask you to continue the stay of the lawsuit hopefully at least until the end of the year. I also would like you to continue pushing forward on the MOU setting the parameters of an enforceable deal.

If we consider the above 1a, allowing the tunnel to be cleared is 1b.

With Respect,

Marc  
Sent as if by magic from my iPhone



**Paoli, Diana**

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**From:** johnrmredding@gmail.com  
**Sent:** Friday, June 13, 2025 3:18 PM  
**To:** City Clerk  
**Cc:** Norcalmom4@gmail.com  
**Subject:** Millsite Development

Greetings,

I was pleased to read that the City of Fort Bragg and the owners of the millsite have resumed deliberations. I write to support this effort which I hope will culminate in a development from which all segments of our community take benefit.

I was on the hospital Board when I first realized that the Coastal economy was, to use a popular term, in a Doom Loop that threatened the viability of the hospital. There are many intertwined reasons for this but the most fundamental is what we call the Payor Mix. Of all the patients, 85% use Medicare or Medi-Cal and only 15% use private insurance. In a time when Medicare and Med-Cal are facing budget cuts, a hospital like ours can only survive if that Payor Mix starts to include more private insurance. Which of course translates to new, better paying jobs. (I was told that the hospital was flush with cash when the fishing and lumber industries were strong.)

For this and other reasons, we must focus on economic development in our community. There are competing needs, such as the environment and new development, but previous decisions have not taken the latter into serious consideration. Those residents who prioritize preserving our coastal character have had significant influence on these decisions but there are an equal number who see economic development as critical for our future.

I am optimistic that this will be the case. The present City Council seems to have a better perspective on these matters. I wish you the best when it comes time to make the tough decisions.

Best Regards,

John Redding  
Mendocino  
Former Treasurer  
Mendocino Coast Health Care District

**From:** Kathy Westfall <westfallservices@gmail.com>  
**Sent:** Monday, June 16, 2025 1:49 PM  
**To:** City Clerk  
**Subject:** Skunk Train Property Extension of MOU

To: Isaac Whippy, City Manager and City Council Members

I would like to express my support to extend part 2 of the MOU for the Skunk Train. I agree with Council members Rafanan, Hockett and Godeke to continue with the negotiations. This issue has been studied and re-examined long enough. Hiring more consultants is not going to change the issue. I think there is general knowledge of a certain level of pollution on the property, there is no amount of studying the issue that will make it go away. There have been many proposals to mitigate the problem, I think the best one is to fence off the area and Move on!

The mill closed 2002, since then this community has suffered through a severe economic slowdown. Lack of effective leadership has left it struggling for economic survival. We need to have a balanced vision of viable, sustainable and well paying jobs that provide a future for our younger generations so they do not have to move out of the area. We can maintain the natural beauty of the area and create a robust housing and job market. Both are possible at the same time.

Housing is a critical issue that has plagued this area for many years. Again due lack of leadership, indecisiveness and the constipated building and planning process, many local people have had to move out of the area for better opportunity and affordability.

Please move forward to provide affordable housing to those who would like to stay here.

The Skunk Train has been an asset to this community, we should support it. I just rode the Skunk last week and they provide a narrative for local knowledge and historical facts. I was quite impressed.

I urge the city council and mayor to support the Skunk Train business and move forward with a vision of our community that provides jobs and housing while maintaining our natural beauty.

Thank you,

Jeanette Colombi

## Paoli, Diana

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**From:** City of Fort Bragg <granicus@fortbragg.com>  
**Sent:** Tuesday, June 17, 2025 5:54 AM  
**To:** Paoli, Diana  
**Subject:** Skunk Train matters

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

**Site Visitor Name:** Stephen Dunlap  
**Site Visitor Email:** sdunlap@mcn.org

I just an email to the City Clerk but it did not go thru I think ? so here you go :

I think the single most important matter the city can do right now to bring tourist traffic to Fort Bragg is to get the Skunk Train tunnel open & the tracks open for the train to connect to Willits.

Period.

The Skunk Train is clearly a unique offering we can offer as a draw to our town in addition to many other reasons folks come to visit us here.

Of course affordable housing is an ongoing concern, including my 25+ employees who need a place to live.

Please move all efforts forward to help the train get fully operational once again.

You can discuss Mill Site matters later. There will never be any unanimous community support for ANY Mill Site plan. Get the train line open to Willits ASAP !

thank you 

**From:** Jerry C <jerryfchilds@gmail.com>  
**Sent:** Tuesday, June 17, 2025 5:00 PM  
**To:** City Clerk  
**Subject:** Skunk Train

Skunk Train

Dear City of Fort Bragg:

I am writing to provide some input from a member of the community regarding the lengthy impasse between the City of Fort Bragg and the Skunk Train.

My understanding is that the the City of Fort Bragg has had persistent issues regarding: (1) lack of housing; (2) lack of jobs.

I request the City consider the following: (1) request to continue the stay of the lawsuit while the matter is being negotiated; (2) allow the tunnel restoration to resume forthwith; and (3) continue to negotiate in good faith with Skunk Train and involve a mediator as opposed to collaborating.

I see from my review of recent history that the Skunk Train operated for generations between Fort Bragg and Willits. During that time it transported passengers, lumber and other cargo. With the death of the lumber industry the Skunk Train became more of a tourist attraction.

Following the collapse of a Tunnel at about the 3.5 mile mark in 2016, the Skunk Train is now a purely local thing. In the meantime, the Skunk Train has secured a loan to reconstruct and reopen the tunnel to restore service between Willits and Fort Bragg.

Also, Skunk Train purchased the old mill site and took on liability for remediation of environmental issues from its prior use. Skunk Train seeks to develop the old Mill site into what looks to be a resort of sorts, with a hotel.

Fort. Bragg has been clear about its needs. It wants the revenue base. Skunk Train is also in the business of making money. People wanting jobs want money and want more housing that is less expensive.

This can be accomplished by working with Skunk Train. It will add revenues to the City coffers and provide a further boost for all who support the tourists coming in.

Because let us keep it real: tourism is the only industry keeping this wonderful area alive and viable. Fort Bragg can either work with what it has or it can continue on the road to becoming the next Cayucos.

Regards:

The Childs Family

**From:** Adele Horne <adelehorne@gmail.com>  
**Sent:** Thursday, June 19, 2025 12:24 PM  
**To:** City Clerk; Jason Godeke; Albin-Smith, Tess; Peters, Lindy; noyofish@gmail.com; Rafanan, Marcia  
**Cc:** northcoast@coastal.ca.gov  
**Subject:** Public Comment on proposed MOU between City of Fort Bragg and the Skunk Train

June 19, 2025

To: Fort Bragg City Council  
cc: California Coastal Commission

RE: June 26, 2025 Public Comment Meeting on proposed MOU between City of Fort Bragg and the Skunk Train

It's apparent to a casual observer, by common sense, that The Skunk Train is a tourist excursion train. They have claimed to be a public utility and common carrier, in order to circumvent local control and oversight. They do not want to be bound by local zoning rules or to be subject to Coastal Act review. So far, the courts have agreed with the City of Fort Bragg that the train is not a public utility or common carrier. The railroad continues to make legal appeals, costing the citizens of Fort Bragg money. In addition, the reason for the original City Council and Coastal commission lawsuit was that the Skunk Train repeatedly refused to comply with local permit and oversight rules. Why would the City of Fort Bragg want to enter into any agreement with an entity that has already demonstrated a consistent pattern of flouting the law?

Now is not the time for the city to abandon its principled stance on this matter. By moving forward with the current Memorandum of Understanding, it appears that the city is conceding that the train is a public utility or common carrier. Why are we giving up, when we are winning the legal battle so far? The future of our city is too important to abandon now. The Skunk Train wants to turn the headlands into a tourist hub that will benefit their bottom line and that of the parent corporation, Sierra Energy. The community wants it to be an educational, environmental, and marine biology magnet and hub that will provide sustainable jobs, be inclusive of the indigenous community, and benefit the City of Fort Bragg and our children and future residents. The city must retain local control and oversight of the Noyo Headlands area, working to represent the public interest on these major issues:

1. A full and thorough remediation of the site, that will withstand the test of time, including projections of sea-level rise. For example, Millpond 8 should not just be capped. It needs full remediation. Follow through with what was already initiated. Finish the job.
2. No train or trolley on this beautiful expanse of land—this should be a space for pedestrians and bicycles only.
3. Create a solid plan for daylighting creeks and creating an adequate wildlife corridor.
4. The site should have a significant portion devoted to Pomo cultural purposes.
5. Create an ongoing public planning committee to provide input on how the public would like to see this land used.
6. The railroad is not a public utility or common carrier. It is a tourist excursion train, and must be subject to city and Coastal Act zoning rules and inspections.

The city has engaged in extensive public engagement projects about the Noyo Headlands in the past. A survey conducted by the city revealed that respondents prioritized restoration of open space which also creates jobs and is compatible with a 'higher' vision of development. Still, several years have elapsed, with many new residents arriving in the city. Circumstances have also changed substantially, now that the railroad holds the title to the land and has engaged in lawsuits with the city. The people of Fort Bragg want to be heard and to have a stronger voice in planning the future of the front 1/3 of our city. We strongly urge the City Council to represent our interests. We will not be railroaded!

Sincerely,  
Adele Horne  
resident of Fort Bragg



## Paoli, Diana

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**From:** mdouglas@mcn.org  
**Sent:** Thursday, June 19, 2025 4:19 PM  
**To:** City Clerk  
**Cc:** tagwestfb@gmail.com  
**Subject:** Yes, it's the same letter but I added my two cents as well

----- Original Message -----

Subject: Yes, it's the same letter but I added my two cents as well

Date: 2025-06-19 4:10 pm

From: mdouglas@mcn.org

To: cityclerk@fortbragg.gov

Hello, members of the FB City Council,

My friend, Kathy Westfall, encouraged me to write a letter to support the current members to move forward for the future for our community.

But I want to add my involvement in Ft. Bragg for my whole life, from age 6 when I moved here from Nebraska and five years in college. I returned to Ft. Bragg in 1974 and have lived here ever since. I taught kindergarten, first grade, art/music, and second during 34 years so I am very familiar with Ft. Bragg traditions, culture, activities and economy.

I was raised during a time prosperity - the lumber industry was booming, fishermen were making a good living, towns and shops were occupied and thriving, families were building a stable future for themselves and their offspring, and crime was rare. My dad was the local, trusted banker and my mom was an Avon lady and homemaker. Those were the good ol' days.

It breaks my heart to see our town slowly disintegrate - empty storefronts, few jobs or a hopeful future for children and adults alike, the population dwindling as workers can't make it anymore. Something MUST BE DONE to reinvigorate our area for new businesses, more growth, shops filling up again, innovation and new possibilities.

Please consider the great responsibility you have in your hands - make YOUR time on the board beneficial to ALL. OUR FUTURE DEPENDS ON YOU.

Thank you sincerely,  
Marcia Douglas, a Ft. Bragg resident for 65 years

"Greetings! We are writing this letter to ask for your help and make a dynamic impact on our town for the better. The future of the Mill Property and tunnel have for too long been extended by lawsuits, delays and endless personal congestion. Currently, we see an opportunity with this new incarnation of our City Council. They have shown a renewed potential to move forward, together, with a shared commitment to Fort Bragg's future. We know we don't all agree on everything, though I'm asking that we put aside our divisions and come together to help shape the next chapter of our town.

How we can make a change is two-fold: First, we ask that all of us please email the Fort Bragg City Clerk. The good news is that we will be bringing a copy of every email to the meeting, assuring that the entire City Council will also see so it cannot be ignored or swept under the rug. The purpose of the email is to tell the board that we support a continued stay of the current lawsuit to allow time for meaningful negotiations. Second, please finalize negotiations on Part Two of the

MOU (Memorandum of Understanding). We also ask that this comes with a development plan that prioritizes affordable housing and the creation of local jobs. We also urge swift action to remove the remaining barriers to tunnel clearing and begin long-overdue restoration. This bottleneck has already cost us valuable time and taxpayer dollars.

As you know, tourism is all we have to sustain our economy at this point. Hundreds of thousands of tourists come through our town annually and we must shift with this change. Almost half come for the Skunk Train, making it a cornerstone of our economy. Moving forward on the development will provide benefits to our entire community, so let us let our voices be heard. This isn't just a tourist attraction; it's a cornerstone of our identity.

We will be attending the meeting on the 26th of June, feel free to join us, in fact, we strongly encourage it. The last meeting held was disappointing and only had 20 people show up and all of them opposed to growth. It will be held at 6:00 pm and these letters need to be in by the 25th, no later.

Let's ensure Fort Bragg's future is shaped by unity, inclusivity, vision, and primarily action for the benefit of all residents, not just a select few.

Regards,  
Marcia Douglas, retired RW Elementary School teacher

**From:** Susana hennessey lavery <shennesseylavery@gmail.com>  
**Sent:** Thursday, June 19, 2025 6:43 PM  
**To:** City Clerk; Jason Godeke; Albin-Smith, Tess; Peters, Lindy; noyofish@gmail.com; Rafanan, Marcia  
**Cc:** northcoast@coastal.ca.gov  
**Subject:** Public Comment on proposed MOU between City of Fort Bragg and the Skunk Train

June 19, 2025

To: Fort Bragg City Council  
cc: California Coastal Commission

RE: June 26, 2025 Public Comment Meeting on proposed MOU between City of Fort Bragg and the Skunk Train

It's apparent to a casual observer, by common sense, that The Skunk Train is a tourist excursion train. They have claimed to be a public utility and common carrier, in order to circumvent local control and oversight. They do not want to be bound by local zoning rules or to be subject to Coastal Act review. So far, the courts have agreed with the City of Fort Bragg that the train is not a public utility or common carrier. The railroad continues to make legal appeals, costing the citizens of Fort Bragg money. In addition, the reason for the original City Council and Coastal commission lawsuit was that the Skunk Train repeatedly refused to comply with local permit and oversight rules. Why would the City of Fort Bragg want to enter into any agreement with an entity that has already demonstrated a consistent pattern of flouting the law?

Now is not the time for the city to abandon its principled stance on this matter. By moving forward with the current Memorandum of Understanding, it appears that the city is conceding that the train is a public utility or common carrier. Why are we giving up, when we are winning the legal battle so far? The future of our city is too important to abandon now. The Skunk Train wants to turn the headlands into a tourist hub that will benefit their bottom line and that of the parent corporation, Sierra Energy. The community wants it to be an educational, environmental, and marine biology magnet and hub that will provide sustainable jobs, be inclusive of the indigenous community, and benefit the City of Fort Bragg and our children and future residents. The city must retain local control and oversight of the Noyo Headlands area, working to represent the public interest on these major issues:

1. A full and thorough remediation of the site, that will withstand the test of time, including projections of sea-level rise. For example, Millpond 8 should not just be capped. It needs full remediation. Follow through with what was already initiated. Finish the job.
2. No train or trolley on this beautiful expanse of land—this should be a space for pedestrians and bicycles only.
3. Create a solid plan for daylighting creeks and creating an adequate wildlife corridor.
4. The site should have a significant portion devoted to Pomo cultural purposes.
5. Create an ongoing public planning committee to provide input on how the public would like to see this land used.
6. The railroad is not a public utility or common carrier. It is a tourist excursion train, and must be subject to city and Coastal Act zoning rules and inspections.

The city has engaged in extensive public engagement projects about the Noyo Headlands in the past. A survey conducted by the city revealed that respondents prioritized restoration of open space which also creates jobs and is compatible with a 'higher' vision of development. Still, several years have elapsed, with many new residents arriving in the city. Circumstances have also changed substantially, now that the railroad holds the title to the land and has engaged in lawsuits with the city. The people of Fort Bragg want to be heard and to have a stronger voice in planning the future of the front 1/3 of our city. We strongly urge the City Council to represent our interests. We will not be railroaded!

Sincerely,  
Susana Hennessey Lavery  
Fort Bragg resident

## Paoli, Diana

---

**From:** Hannah-Leigh Bull <llamadeara@gmail.com>  
**Sent:** Friday, June 20, 2025 6:34 AM  
**To:** City Clerk; Jason Godeke; Peters, Lindy; Albin-Smith, Tess; noyofish@gmail.com; Whippy, Isaac  
**Subject:** Item 8A of Agenda for City Council Meeting 6/23/25: 25-245 Progress Update on the Mill Site Planning Program  
**Attachments:** Noyo-Harbor-SLRRS-VRA-2025\_Admin-Draft-5.20.25.pdf

Dear Fort Bragg City Council Members, City Clerk, and City Manager:

Thank you for the dedicated service you give our community. I apologize for being unable to attend City Council meetings in recent times, now that my work schedule is extending into evening hours.

The Mendocino Voice published an article on 6/11/25 stating that the Council voted to move ahead with preparation of a memorandum of understanding (MOU) between the City of Fort Bragg and Mendocino Railway about the development of the Noyo Headlands.

The Economic & Planning Systems, Inc. Mill Site Development Strategy document intended to support the creation of an MOU does not seem to address environmental and health impacts of expanding train business onto the headlands. This may be planned for future documents. Perhaps the concern about toxic impact I voice in this comment can be addressed in those future documents or announcements to the public.

As a healthcare provider, I monitor many factors that may be impacting the health and wellbeing of my Fort Bragg patients. In the last few years, I have written a couple of letters to the California Coastal Commission describing my concerns about the toxic contamination that the mill ponds provide and will not go into the detail of my letters to the CCC. Arsenic above allowable levels, polychlorinated biphenyls (PCBs), dioxins, and other contaminants have been discovered in the mill pond area.

These toxins can result in liver damage, endocrine disruption, and immune disorders. Auto-immune disorders are especially harmful to the physical body, as most people know. However, mental health is also substantially impacted, as seen in the generalized fear and anxiety of individuals presenting with toxic exposure symptoms and immune disorders, with the attendant repercussions on families, work, and society. Endocrine disruption can result in depression and swings in energy levels, as well.

In addition to the mill ponds, the Environmental Science Associates in its attached draft report of Harbor Sea Level Rise states:

“The two census tracts in the City of Fort Bragg have a moderate environmental justice burden, with CalEnviroScreen percentiles in the 47th and 49th percentiles. These two tracts, as well as the tract bordering the city on the north and the east, all have higher incidences of asthma—in the 79th percentile. Low birth weight is in the 80th percentile for the southern tract within the city.”

It mentions other factors and percentiles, but I want to focus on asthma and low birth rate. People who develop airway inflammation from asthma and air pollution exposure during their formative years are at three times increased risk to develop mental disorders, such as anxiety and depression, than those without such conditions as they are developing.

Additionally, babies born with low birth weight are at risk for physical problems, developmental delays, and are more likely to experience mental illness later in life, according to an American Psychological Association analysis of research conducted over nearly 30 years.

Any agreement about how to proceed with development of the headlands must not only explicitly address how and when the toxic contamination of the existing mill ponds will be eliminated, but must also study why these high-percentile occurrences of asthma and low birth weight are occurring in our city and how to mitigate them before we pursue new development.

Also, the disposal of any waste from the creation of the industrial enterprises expected to provide jobs to the anticipated influx of humans to Fort Bragg must be addressed. A nightmare scenario could unfold if the City of Fort Bragg dives into new development with Mendocino Railway without first ensuring that Mendocino Railway has eliminated the toxic contamination from its former operations.

Thank you so much for your attention to my concerns and for your continued service to our communities.

Hannah-Leigh Bull, LMFT

Attachment:

--

Hannah-Leigh Bull, LMFT

[llamadeara@gmail.com](mailto:llamadeara@gmail.com)

505-901-1476

\*\*\*\*\*

This email and any files transmitted with it are confidential and intended solely

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Draft

# SEA LEVEL RISE, TSUNAMI HAZARDS, AND EROSION RESILIENCE STRATEGY FOR NOYO HARBOR

## Vulnerability and Risk Assessment

Prepared for  
City of Fort Bragg  
416 North Franklin Street  
Fort Bragg, CA 95437

May 2025





**Paoli, Diana**

---

**From:** Row Boats <rowboats@gmail.com>  
**Sent:** Friday, June 20, 2025 7:13 AM  
**To:** City Clerk; Jason Godeke; Peters, Lindy; Albin-Smith, Tess; noyofish@gmail.com; Whippy, Isaac  
**Subject:** Mill site concerns

Dear City Council:

What ever happened to all the input from community members? I remember attending those events to gather input and it feels so disappointing to not have our input listened to. Also, how do the local Tribes feel about these plans involving the Skunk train and trolley line? Has there been adequate communication with the Tribes and process to get their input and approval? This is very concerning.

I've been interested in the plans for the former mill site here in Fort Bragg. I have also followed the news about the Skunk Train claiming that they are a public utility and therefore didn't have to follow local zoning/planning rules in developing the land, and an ensuing lawsuit where they were ruled against. I recently learned that the City Council is currently negotiating with the Skunk Train and is about to vote on whether to sign a Memorandum of Understanding with them about moving forward with plans to develop the site. My concern is that the current map shows an electric trolley going parallel to the Coastal Trail, and the Railroad doing a circle around a Hotel/Conference Center on the headlands. Looking at the public comments that have been logged over the years, most people want to preserve as much open space as possible, and most people at the March 2025 meeting objected to the train and trolley they saw on the map of the headlands. Why is that map showing the rail and trolley line still part of the planning document?

I feel strongly that we need to ensure that a full remediation of the site occurs, to make sure that the dioxins in the mill ponds don't harm current and future generations as the sea level rises. I am concerned that in readying the site for development, the City will be pressured to accept a scenario with minimal remediation. The community is very clear that we want a full cleanup of the toxins in the millpond. I urge you to vote "no" on moving ahead with the Memorandum of Understanding as it currently stands. It doesn't incorporate the public's concerns, and it cedes too much power to the railroad.

Respectfully,

Leu Leung

June 19, 2025

Dear Jason,

I have attached a copy of the City of Fort Bragg lawsuit with Mendocino / Sierra Northern Railway, it is the basis for the “Stay” of the lawsuit . It is a less than a six page read.

I am sending it to all City Council members, and the mayor as the deliberations regarding the lawsuit have been hijacked away from the specific issues stated in the suit.

I know teaching, being a family member, mayor and so much civic involvement takes more than 24 hours a day! I am a big fan of actually having paper copies in hand, is more convenient to read carry home and digest than spending hours on the computer or a miniature phone screen.

The lawsuit is short and spells out very clearly what the legal and development issues are, I think it’s important to know the specific issues in the law suit and then ask oneself what is the stay, and resolution of the suit really about?

This is legal question they can only be resolved with knowledge of the legal issues. I will email this letter and a PDF of the complaint/lawsuit as well as bring a hard copy to the city for each one of you.

Thank you for your time and your service to the citizens and the future of Fort Bragg.

Sincerely,

Patrice Opatz

# SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

MENDOCINO RAILWAY AND DOES 1-10, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

CITY OF FORT BRAGG, a California municipal corporation

**ELECTRONICALLY FILED**  
10/28/2021 3:14 PM  
Superior Court of California  
County of Mendocino

By:   
D. Jess  
Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MENDOCINO - TEN MILE BRANCH  
700 South Franklin Street, Fort Bragg, CA 95437

CASE NUMBER: (Número del Caso):  
21CV00850

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): Russel A. Hildebrand (SBN 191892)

Krista MacNevin Jee (SBN 198650) JONES MAYER - 3777 N. Harbor Boulevard, Fullerton, CA 92835; 714-446-1400

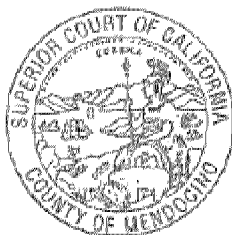
DATE: 10/28/2021  
(Fecha)

Clerk, by Kim Turner, Deputy  
(Secretario)  (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)). D. Jess

[SEAL]



**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☐ by personal delivery on (date):

By:   
D. Jess  
Deputy Clerk

JONES & MAYER  
Russell A. Hildebrand (SBN 191892)  
[rah@jones-mayer.com](mailto:rah@jones-mayer.com)  
Krista MacNevin Jee, Esq. (SBN 198650)  
[kmj@jones-mayer.com](mailto:kmj@jones-mayer.com)  
3777 North Harbor Boulevard  
Fullerton, CA 92835  
Telephone: (714) 446-1400  
Facsimile: (714) 446-1448

Attorneys for Plaintiff  
CITY OF FORT BRAGG

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF MENDOCINO

CITY OF FORT BRAGG, a  
California municipal corporation,

Plaintiff,

vs.

MENDOCINO RAILWAY AND  
DOES 1-10, inclusive

Defendants.

Case No. 21CV00850

**VERIFIED COMPLAINT FOR  
DECLARATORY AND INJUNCTIVE  
RELIEF**

(GOV. CODE, § 11350; CODE CIV. PROC., §  
1060)

**JUDGE:** CLAYTON BRENNAN  
**DEPT.:** TEN MILE

Plaintiff CITY OF FORT BRAGG, CA (“City” or “Plaintiff”) files this action seeking judicial declaration regarding the validity of the Mendocino Railway’s status as a public utility pursuant to Code of Civil Procedure section 1060 and/or injunctive relief, alleging as follows:

1. The operations of the Mendocino Railway have been reduced over time and now consist of only the operation of out and back excursion trips starting in either Fort Bragg, California or Willits, California and therefore the Mendocino Railway is no longer entitled to status as a public utility, is in fact an excursion only railroad, and therefore is subject to the jurisdiction of the City of Fort Bragg and all ordinances, codes and regulations set forth in the City of Fort Bragg Municipal Code.

EXEMPT FROM FILING FEES  
PURSUANT TO GOVERNMENT CODE SECTION 6103

1 **PARTIES**

2 2. At all relevant times herein, Plaintiff City of Fort Bragg was and is a  
3 municipal corporation organized and existing under and by virtue of the laws of the State  
4 of California.

5 3. Defendant Mendocino Railway is currently listed as a class III railroad by  
6 the California Public Utilities Commission ("CPUC"), and as such is subject to CPUC  
7 jurisdiction and has all legal rights of a public utility. At all relevant times herein, it has  
8 and does own and operate the "Skunk Train," as described herein, within the City of Fort  
9 Bragg, as well as owning and thus having maintenance and other responsibilities for real  
10 property relating thereto and also situated within the City of Fort Bragg.

11 4. Plaintiff is currently unaware of the true names and capacities of Does 1  
12 through 10, inclusive, and therefore sues those parties by such fictitious names. Does 1  
13 through 10, inclusive, are responsible in some manner for the conduct described in this  
14 complaint, or other persons or entities presently unknown to the Plaintiff who claim some  
15 legal or equitable interest in regulations that are the subject of this action. Plaintiff will  
16 amend this complaint to show the true names and capacities of Does 1 through 10 when  
17 such names and capacities become known.

18 **BACKGROUND FACTS**

19 5. The Mendocino Railway, aka the "Skunk Train," does in fact have a long  
20 and storied history of operations between Fort Bragg and Willits. Since the 1980s,  
21 Defendant's rail operations consisted primarily of an excursion train between Fort Bragg  
22 and Willits.

23 6. In 1998, the Public Utilities Commission issued an opinion that the  
24 predecessor owner of the Skunk Train, California Western Railroad ("CWRR"), was not  
25 operating a service qualifying as "transportation" under the Public Utilities Code because  
26 in providing this "excursion service, CWRR is not functioning as a public utility."  
27 (CPUC Decision 98-01-050, Filed January 21, 1998.)  
28

1           7.       Although the rail lines of the Mendocino Railway and/or the trains it was  
2 operating thereafter apparently did or may have had the capacity to carry freight and  
3 passengers from point-to-point, no rail lines presently have any such capacity. Moreover,  
4 the excursion train, even when it was running previously between Fort Bragg and Willits  
5 was exclusively a sightseeing excursion, was not transportation, was not essential, and did  
6 not otherwise constitute a public utility function or purpose.

7           8.       On April 11, 2013, Defendant's operations were disrupted following the  
8 partial collapse of Tunnel No. 1, which buried nearly 50 feet of its 1,200 feet of track  
9 under rocks and soil, the third major collapse in the over 100-year-old tunnel's history.  
10 The collapse of the tunnel eliminated the ability of rail operations temporarily to continue  
11 between Fort Bragg and Willits. On June 19, Save the Redwoods League announced an  
12 offer to pay the amount required to meet the fundraising goal for repair work, in exchange  
13 for a conservation easement along the track's 40-mile (64 km) right-of-way. The  
14 acceptance of the offer allowed the railroad to resume full service of the whole sightseeing  
15 line in August 2013.

16           9.       Tunnel No. 1 was once again closed in 2016 after sustaining damage from  
17 the 2015–16 El Niño, but Defendant had equipment at the Willits depot to allow the  
18 running of half-routes to the Northspur Junction and back (which had not been the case  
19 during the 2013 crisis), as well as trains running loops from Fort Bragg to the Glen Blair  
20 Junction and back.

21           10.      Plaintiff is informed and believes the estimates for the repair to reopen the  
22 tunnel are in the area of \$5 Million, and that Defendant has stated the tunnel repair will  
23 happen in 2022, but there are currently no construction contracts in place for that repair.

24           11.      Current operations of the Defendant consist of a 3.5 mile excursion out and  
25 back trip from Fort Bragg to Glen Blair Junction, and a 16 mile out and back trip  
26 originating in Willits to Northspur Junction – both of which are closed loop sightseeing  
27 excursions.  
28

1           12. In June, 2017, City staff deemed the roundhouse as so dilapidated that it  
2 may be necessary to demolish the building and rebuild instead of repairing. The City even  
3 offered to assist with funding to assist with those costs. Attempts to inspect the  
4 roundhouse by the County Building Inspector were refused and rebutted with a message  
5 from the Defendant that the City has no authority over a railroad. In 2019, when the City  
6 red tagged Defendant's work on a storage shed on the Skunk Train's property for failure  
7 to obtain a City building permit, the Defendant removed the tag and proceeded with the  
8 work. More recently in August, the City sent an email to Defendant to inform them that  
9 they needed a Limited Term Permit for a special event after 10pm that would create  
10 additional noise in the neighborhood surrounding the Defendant's property. Defendant's  
11 response was that they are "outside the City's jurisdictional boundaries and thus not  
12 subject to a permit".

13           13. Defendant is directly responsible for the activities occurring as set forth  
14 herein in connection with operation of the Skunk Train and the condition of real property  
15 in violation of law as alleged herein. Defendant is thus responsible for continuing  
16 violations of the laws and public policy of the State of California and/or local codes,  
17 regulations and/or requirements applicable to such operations and activities and/or have  
18 permitted, allowed, caused, or indirectly furthered such activities/operations in a manner  
19 in violation of law, and Defendant's use of and activities in connection with the Skunk  
20 Train and the condition of real property relating thereto, including the allowance or  
21 maintenance of such activities, operations and conditions in violation of law are inimical  
22 to the rights and interests of the general public and constitute a public nuisance and/or  
23 violations of law.

24                           **FIRST CAUSE OF ACTION**

25                           **Declaratory and/or Injunctive Relief**

26                           **[Cal. Civil Proc. Code §§ 1060, 526]**

27           14. Plaintiff realleges and incorporates by reference the allegations in  
28 paragraphs 1 through 13 as if fully set forth herein.

1           15.     An actual controversy has arisen and now exists between Plaintiff and  
2 Defendant. Defendant has failed to comply with City's code enforcement efforts to have  
3 Defendant repair a dangerous building on their property. Defendant also claims its status  
4 as a public utility preempts local jurisdiction and provides immunity from the City's Land  
5 Use and Development Codes. City disagrees and maintains that, as an excursion-only  
6 railroad, Defendant is not a public utility, is not a common carrier, and/or does not provide  
7 transportation, and therefore Defendant is subject to the City's ordinances, regulations,  
8 codes, local jurisdiction, local control and local police power and other City authority.  
9 City is entitled to a declaration of its rights and authority to exercise local  
10 control/regulation over the property and Defendant and Plaintiff City has the present right,  
11 obligation and need to exercise such control, power and authority for the public interest,  
12 benefit and safety.

13           16.     A judicial determination of these issues and of the respective duties of  
14 Plaintiff and Defendant is necessary and appropriate at this time under the circumstances  
15 because the Defendant continues to resist compliance with City directives to repair and  
16 make safe the dangerous building on its property, and to comply with the City Land Use  
17 and Development Codes, and/or other valid exercise of City governing authority.

18           17.     No other adequate remedy exists by which the rights and duties at issue  
19 herein between the parties can be determined.

20           18.     The City and the public will suffer irreparable injury if the nature of  
21 Defendant's conduct, as alleged herein, is not determined by the Court and/or enjoined.

22           19.     Plaintiff City also, or in the alternative, seeks injunctive relief against  
23 Defendant and thus brings this action pursuant to California Civil Code Section 526 in  
24 order to enjoin or require Defendant to refrain from engaging in the conduct alleged here,  
25 cease violations of law, and/or to require Defendant to bring its property and operations  
26 into compliance with the law, as applicable.

27           20.     Unless and until restrained and enjoined by this Court's issuance of  
28 injunctive relief as requested herein, Defendant will continue to maintain nuisance



1 conditions and violations of law as alleged, to the substantial harm and risk to the health,  
2 safety and welfare of the public, and directly contrary to the lawful and valid authority of  
3 Plaintiff City to regulate such nuisance and dangerous conditions, and to compel  
4 compliance with applicable law.

5 21. Unless and until the activities alleged herein are restrained and enjoined by  
6 this Court, as requested herein, they will continue to cause great and irreparable injury to  
7 Plaintiff City's lawful exercise of jurisdiction and authority over Defendant's operations,  
8 activities, and its real property, and the conditions thereof, as well as allowing the  
9 continuation of injury and risk to the public.

10 **PRAYER**


11 WHEREFORE, Plaintiff prays for relief as follows:

- 12 1. For a declaration that the Mendocino Railway is not subject to regulation as  
13 a public utility because it does not qualify as a common carrier providing  
14 "transportation.";
- 15 2. For a stay, temporary restraining order, preliminary injunction, and  
16 permanent injunction commanding the Mendocino Railway to comply with  
17 all City ordinances, regulations, and lawfully adopted codes, jurisdiction and  
18 authority, as applicable;
- 19 3. For costs of the suit; and
- 20 4. For such other and further relief as the Court deems just and proper.
- 21
- 22

23 Dated: October 28, 2021

JONES & MAYER

24

25 By:   
26 Russell A. Hildebrand  
27 Krista MacNevin Jee  
28 Attorneys for Plaintiff  
CITY OF FORT BRAGG

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Russell A. Hildebrand, SBN 191892; Krista MacNevin Jee, SBN 198650

JONES MAYER - 3777 N. Harbor Boulevard, Fullerton, CA 92835

TELEPHONE NO.: 714-446-1400

FAX NO. (Optional): 714-446-1448

E-MAIL ADDRESS: rah@jones-mayer.com; kmi@jones-mayer.com

ATTORNEY FOR (Name): CITY OF FORT BRAGG

FOR COURT USE ONLY

ELECTRONICALLY FILED  
10/28/2021 3:14 PM  
Superior Court of California  
County of MendocinoBy:   
D. Jess  
Deputy Clerk

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF MENDOCINO

STREET ADDRESS: 700 South Franklin Street

MAILING ADDRESS: Same

CITY AND ZIP CODE: Fort Bragg, 95437

BRANCH NAME: Ten Mile Branch

CASE NAME:

CITY OF FORT BRAGG v. MENDOCINO RAILWAY

## CIVIL CASE COVER SHEET

☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

## Complex Case Designation

☐ Counter ☐ Joinder  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

21CV00850

JUDGE: CLAYTON BRENNAN

DEPT.: TEN MILE BRANCH

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

## Auto Tort

☐ Auto (22)  
☐ Uninsured motorist (46)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)  
☐ Product liability (24)  
☐ Medical malpractice (45)  
☐ Other PI/PD/WD (23)

## Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)  
☐ Civil rights (08)  
☐ Defamation (13)  
☐ Fraud (16)  
☐ Intellectual property (19)  
☐ Professional negligence (25)  
☐ Other non-PI/PD/WD tort (35)

## Employment

☐ Wrongful termination (36)  
☐ Other employment (15)

## Contract

☐ Breach of contract/warranty (06)  
☐ Rule 3.740 collections (09)  
☐ Other collections (09)  
☐ Insurance coverage (18)  
☐ Other contract (37)

## Real Property

☐ Eminent domain/Inverse condemnation (14)  
☐ Wrongful eviction (33)  
☐ Other real property (26)

## Unlawful Detainer

☐ Commercial (31)  
☐ Residential (32)  
☐ Drugs (38)

## Judicial Review

☐ Asset forfeiture (05)  
☐ Petition re: arbitration award (11)  
☐ Writ of mandate (02)  
☐ Other judicial review (39)

Provisionally Complex Civil Litigation  
(Cal. Rules of Court, rules 3.400–3.403)

☐ Antitrust/Trade regulation (03)  
☐ Construction defect (10)  
☐ Mass tort (40)  
☐ Securities litigation (28)  
☐ Environmental/Toxic tort (30)  
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

## Enforcement of Judgment

☐ Enforcement of judgment (20)

## Miscellaneous Civil Complaint

☐ RICO (27)  
☒ Other complaint (not specified above) (42)

## Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)  
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses  
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☐ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify):

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 28, 2021

Russell A. Hildebrand

(TYPE OR PRINT NAME)

  
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.



# City of Fort Bragg

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

## Text File

**File Number: 25-244**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8B.

Receive Report and Consider Adoption of Resolutions Approving FY 2025/26 City of Fort Bragg and Fort Bragg Municipal Improvement District No. 1 Budgets, Establishing FY 2025/26 Appropriations Limit, CV Starr Operating Budget FY 2025/26, Broadband Enterprise Budget FY 2025/26 and Approving FY 2025/26 Capital Projects Budget



## CITY COUNCIL STAFF REPORT

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**TO:** City Council

**DATE:** June 23, 2025

**DEPARTMENT:** Finance & Administration

**PREPARED BY:** Isaac Whippy, City Manager

**PRESENTER:** Isaac Whippy, City Manager

**AGENDA TITLE:** Receive Report and Consider Adoption of Resolutions Approving FY 2025/26 City of Fort Bragg and Fort Bragg Municipal Improvement District No.1 Budgets, Establishing FY 2025/26 Appropriations Limit, Approving FY 2025/26 Capital Projects Budget and the Broadband Enterprise & Digital Infrastructure Fiscal Policy

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### RECOMMENDATION

Adopt the following Resolutions:

1. Fort Bragg City Council Resolution approving and adopting the Annual Appropriations Limit for FY 2025/26;
2. Fort Bragg City Council Resolution approving the FY 2025/26 City of Fort Bragg Budget;
3. Fort Bragg Municipal Improvement District No. 1 Resolution approving the FY 2025/26 Municipal Improvement District No. 1 Budget;
4. Joint Fort Bragg City Council and Fort Bragg Municipal Improvement District No. 1 Resolution approving the Fiscal Year 2025/26 Capital Projects Budget;
5. Fort Bragg City Council Resolution approving the FY 2025/26 Broadband Enterprise Operating Budget ;
6. Fort Bragg City Council Resolution approving the Broadband Enterprise & Digital Infrastructure Fiscal Policy
7. Fort Bragg City Council Resolution approving the CV Starr Operating and Capital Budget FY 2025/26.

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### BACKGROUND

Each year, the governing bodies of the City of Fort Bragg and the Fort Bragg Municipal Improvement District No. 1 approve their annual budgets through a Resolution. This establishes a financial plan for government operations in the upcoming fiscal year, and these adopted budgets are mandatory for the financial operations of both the City and the Improvement District.

Furthermore, Article XIIIB of the State Constitution sets limits on the annual increase in local government budget expenditures. It requires cities to adopt annual appropriation limits by Resolution, which are based on statewide inflationary trends and population changes for

**AGENDA ITEM NO. 8B**

each locality. Four budget resolutions are attached for adoption by the City Council and District Board.

## **BALANCING THE BUDGET**

During the Mid-Year Budget Review in March 2025, the City Council reaffirmed its priorities and financial goals established in the FY 2024–25 Adopted Budget. These goals have been carried forward into the FY 2025–26 budget and are listed below in order of priority:

1. Adopt a balanced budget
2. Provide additional contributions to the Section 115 Pension Trust
3. Maintain current levels of service
4. Maintain operating and litigation reserves at 20%
5. Provide funding for emergency reserves at 10%
6. Provide cost-of-living adjustments for staff in future years

Included in this budget packet is a status update on the City's Strategic Plan 2024-2028. The City Manager's transmittal letter provides an executive summary outlining how the FY 2025–26 Proposed Budget aligns with the Strategic Plan's goals and priorities.

## **DISCUSSION & ANALYSIS**

On June 11th, 2025, the City of Fort Bragg City Council and City staff convened to review the proposed budget for FY 2026. These required adjustments have been made, and the updated budget is now presented for Council consideration and adoption.

1. The Citywide budget proposed for adoption includes \$51.9 million in revenues and \$57.7 million in appropriations. The total appropriations budget includes funding of capital projects and therefore does not represent an operating deficit. The General Fund budget includes \$14,379,189 million in revenues and \$14,327,137 million in appropriations, equating to a \$52,053 surplus.
2. The Fort Bragg Municipal Improvement District No. 1 budget includes \$3,709,850 million in revenues and \$5,716,151 million in appropriations. Per policy, any surplus above the District's operating reserve and the recession reserve is transferred into the District's capital reserve.
3. The City's FY 2024/25 Appropriation Limit is \$14,574,189. With appropriations subject to the limitation totaling approximately \$8,873,380, the City of Fort Bragg is not at risk of exceeding the Gann Limit.

4. The FY 2025–26 Capital Budget includes 38 projects totaling \$37.8 million, representing a significant investment in public infrastructure, facilities, and long-term service delivery.

Major projects include:

- Streets Rehabilitation 2023 – \$3.6 million
- Broadband Infrastructure – \$8.4 million
- Solar in Municipal Facilities – \$3.5 million
- Municipal Facility Improvements – \$1.1 million
- CV Starr Center Upgrades – \$1.9 million
- Water Enterprise Projects – \$13.9 million
- Wastewater Enterprise Projects – \$3.1 million

Of the total capital investment, \$19.9 million is funded through grants and dedicated streets tax revenues, reducing the burden on local reserves and supporting fiscally responsible infrastructure expansion. These investments reflect the City's commitment to modernizing critical systems, improving energy efficiency, and enhancing public amenities citywide. A detailed description of each CIP project is listed in the City's Capital Improvement Budget, included in the agenda packet and available on the City's website.

### **Changes from the Budget workshop, June 11, 2025**

As discussed during the Budget Workshop held on June 11, 2025, two additional Capital Improvement Projects have been incorporated into the adopted budget: the installation of a surge protector (\$31,627) and the replacement of the leisure pool boiler (\$34,500). These projects are funded through the CV Starr Enterprise Fund reserves and are reflected in the final FY 2025–26 budget.

These improvements are necessary to ensure the safety, reliability, and continued operation of the CV Starr Community Center's aquatic facilities.

## **GENERAL FUND**

### **EXPENDITURES**

Department	Projected FY 24/25	Proposed FY 25/26	Inc/Dec	%
Police Department	\$ 5,581,770	\$ 6,338,036	\$ 756,266	14%
Economic Development	263,191	292,928	29,737	11%
Public Works Department	2,152,412	2,578,992	426,580	20%
City Council	91,749	133,595	41,846	46%
Administration	694,977	683,531	(11,446)	-2%
Finance	489,839	756,886	267,047	55%
Community Development	562,148	636,095	73,947	13%
Non-Departmental	553,223	687,748	134,525	24%
Marketing & Promotions	261,431	305,500	44,069	17%
Community Contributions	181,212	182,166	954	1%
Fire Department	463,870	531,526	67,656	15%
Debt	572,840	605,047	32,207	6%
Cost Allocation - ISF	585,337	715,766	130,429	22%
<b>Total Expenditures</b>	<b>\$ 12,027,896</b>	<b>\$ 14,327,136</b>	<b>\$ 2,299,241</b>	<b>19%</b>

#### Police Department:

The Adopted FY 2025–26 Budget for the Police Department totals approximately \$6.3 million, representing 44% of the overall General Fund Budget, an increase from the prior year of \$756,266 (14%). This includes continued funding for the Care Response Unit (CRU), which provides community-based public safety responses. The department is staffed by 23 full-time and four part-time positions, including four grant-funded roles under the CRU program, two of which are part-time.

The Budget includes a 3% Cost-of-Living Adjustment (COLA) consistent with the Fort Bragg Police Association's current labor agreement. As part of a strategic restructuring, the Budget adds a Police Commander position to oversee patrol operations while maintaining a freeze on the fourth Sergeant position, resulting in a net annual personnel cost increase of approximately \$40,000.

To improve operational efficiency and customer service, the Budget includes funding for a part-time Administrative Assistant to support fingerprinting and background check services—a critical need as Fort Bragg remains the only location on the Mendocino Coast offering these services. The estimated annual cost of the position is \$32,000, offset by \$46,000 in annual fingerprinting revenue.

The Budget also supports the continued participation in the Mendocino County Task Force through the addition of a dedicated Task Force Officer, and maintains the School Resource Officer (SRO) Program in partnership with the Fort Bragg Unified School District. The cost-sharing arrangement remains at 70% funded by FBUSD and 30% by the City.

The CRU program budget totals \$548,240, a notable increase from \$379,261 in the prior year, supporting expanded services and staffing to meet growing community demand.

### **Economic Development**

The proposed FY 2025–2026 budget for the Economic Development Department totals \$292,928, which includes funding for two full-time staff positions. This represents an increase of \$27,110 (10%) compared to the estimated YE for FY 2024–2025.

The primary driver of the increase is a \$30,000 allocation for enhanced Downtown Revitalization efforts, which include crosswalk improvements, bold-out painting, new benches, and urban greenery. These investments directly support the City’s Strategic Plan goals to promote community vitality, enhance public spaces, and strengthen the economic competitiveness of Fort Bragg’s commercial core.

### **Public Works Department**

The Adopted FY 2025–26 Budget for the Public Works Department is \$2,216,450, reflecting a 20% increase—or \$426,580—compared to the prior year. This increase is primarily driven by a one-time investment of \$319,000 for new street equipment to support the establishment of an in-house paving crew beginning in 2026.

The department encompasses engineering, the corporation yard, street maintenance, storm drains, and traffic safety. In response to the growing volume of Capital Improvement Projects (CIP) related to water, streets, and wastewater infrastructure, two engineering technicians were added during FY 2023–24. Additionally, the public works analyst position was reclassified as an administrative assistant to better align with operational support needs.

### **City Council**

The FY 2025–26 Budget for the City Council is \$133,595, representing a 46% increase from the prior fiscal year. This increase is primarily attributed to higher benefit costs and expanded funding for training, travel, and participation in professional development opportunities such as CalCities conferences.

The budget also includes a \$25,000 allocation to support the implementation of City Council goals. This increase is partially offset by a \$15,410 reduction in election-related expenses compared to the prior year.

### **Administration Department**

The FY 2025–26 Budget for the Administration Department is \$705,376, reflecting a 5% decrease from the prior fiscal year. This reduction is primarily due to a decline in professional services expenditures, as the previous year included one-time costs for the Strategic Plan, public opinion polling, and consultant-led initiatives.



These reductions are partially offset by increases in personnel costs, driven by Cost-of-Living Adjustments (COLA), merit-based salary increases, and two promotions approved in the prior fiscal year. A new initiative included in the Budget is the introduction of an \$11,500 internship program in partnership with the local high school, designed to offer paid work experience and invest in Fort Bragg's next generation of professionals.

The budget also provides funding for a new Senior Administrative Analyst position to support the City Manager's Office. This position will focus on strategic plan implementation, downtown revitalization, special projects, and research initiatives.

#### City Attorney

The City Attorney's Budget for FY 2025–26 is \$270,000, a 14% decrease compared to the prior year. This adjustment aligns the budget with projected FY 2024 year-end actuals. The department's objective for the coming fiscal year is to manage legal expenditures within an average of \$22,000 per month.

#### Finance Department

The Finance Department is responsible for managing the City's accounting, budgeting, business licensing, payroll, utility billing, and financial reporting functions.

The FY 2025–26 Budget includes a \$12,000 increase in professional services to support outsourced accounting and audit preparation. This investment helps ensure timely and accurate financial reporting during periods of peak workload and supports the City's continued compliance with regulatory deadlines.

The budget also includes funding for the Finance & Administration Director position, which strengthens departmental capacity and leadership. This role provides oversight of financial operations, contributes to strategic planning, and enhances coordination across departments. The addition of this position ensures the City remains well-positioned to meet evolving compliance standards and upholds its commitment to fiscal transparency and excellence.

#### Planning Department

The FY 2025–26 Budget for the Community Development Department is \$636,000, a \$73,000 increase from the prior year. This reflects restructuring efforts and investments to improve permitting efficiency and address a leadership vacancy.

Current staffing includes an Associate Planner, a part-time Planner, a Permit Technician, and a Code Enforcement Officer who also supports planning. Following an unsuccessful recruitment for a Planning and Housing Director, the City will continue recruitment in FY 2025–26. In the interim, the City Manager will provide departmental leadership, supported by contracted services from Marie Jones Consulting and 4Leaf, with \$130,000 allocated for professional services.

The City will launch the Acella permitting platform in July to streamline processing, improve transparency, and reduce staff workload. The online portal simplifies applications, enables real-time tracking, increases transparency, and enhances the user experience. Building inspections and plan checks will also be fully outsourced to reduce reliance on the County of Mendocino and improve service delivery.

These efforts are designed to transform the Planning Department into a streamlined, business-friendly, one-stop resource that supports sustainable development and delivers on the City Council's vision.

### **Non-Departmental**

The FY 2025–26 Non-Departmental budget is \$1,500,486, reflecting a \$200,313 increase over the prior year. This budget supports citywide obligations that are not tied to a specific department but are vital to the City's overall financial stability and operational continuity.

The increase is largely due to rising insurance premiums and long-term financial planning efforts. General liability insurance is projected to increase by 23% due to broader market trends in risk exposure and claims activity, while property insurance is expected to rise by 15%, consistent with statewide increases in municipal insurance costs.

To strengthen the City's pension funding strategy, the budget includes a \$150,000 contribution to the Section 115 Pension Trust. This proactive step reinforces the City's commitment to addressing long-term unfunded pension liabilities.

Additional allocations include \$388,752 for retiree medical costs to meet the City's post-employment benefit obligations, and \$6,000 for compliance with the Department of Toxic Substances Control (DTSC) related to environmental monitoring and reporting. The budget also includes \$180,000 in miscellaneous expenses, which encompasses the City's annual contribution to the Noyo Center for Marine Science, as outlined in Measures AA and AB, along with funding for special projects that support citywide initiatives and partnerships.

### **Tourism and Marketing**

The FY 2025–26 Tourism and Marketing budget is proposed at \$305,000, a 17% increase over the prior year, reflecting the City's continued investment in strengthening Fort Bragg's tourism economy and enhancing the visitor experience. This increase is largely driven by expanded funding for community events designed to boost visitation and support local businesses. A central focus in the coming fiscal year is deeper collaboration with the Visit Fort Bragg Committee to co-sponsor signature events that attract visitors year-round, especially during the shoulder seasons. The adopted budget dedicates \$90,000 to support key events, including Winter Wonderland, the new Mountain Bike Event pilot, the Fort Bragg Blues Festival, and other community-centered attractions that celebrate the city's character and vitality.

An additional \$180,000 is allocated for professional marketing services. To ensure high-quality promotion of Fort Bragg as a premier destination, the City issued a Request for Proposals (RFP) in June 2024, closing in September 2024, to secure a qualified marketing firm with the expertise to expand outreach and elevate Fort Bragg's brand.

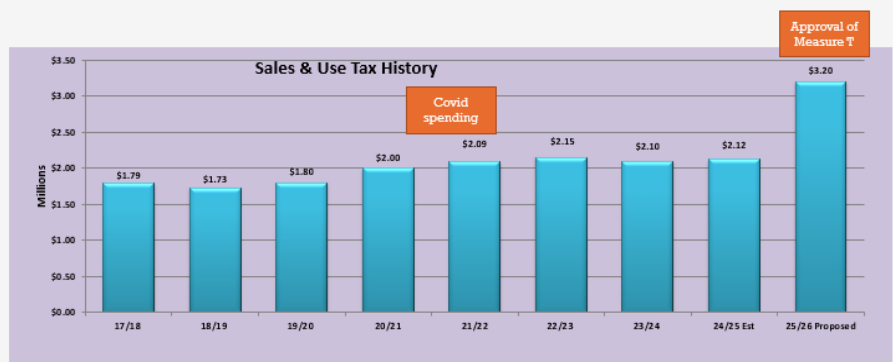
## **GENERAL FUND REVENUES**

	FY 2024/25	FY 2025/26	%
	FYE	-	INCR/
GENERAL FUND	PROJECTED	BUDGET	-DECR
Property Taxes	\$ 1,209,783	\$ 1,221,471	1%
Sales Taxes	2,190,200	3,272,000	49%
Transient Occupancy Taxes	3,026,970	3,238,970	7%
Other Taxes	1,009,687	1,022,214	1%
<b>Total Taxes</b>	<b>7,436,640</b>	<b>8,754,655</b>	<b>18%</b>
Reimbursements	3,632,163	4,298,481	18%
Charges for Services	2,330	8,200	252%
Intergovernmental	851,180	857,740	1%
Licenses & Permits	180,618	212,000	17%
Other Revenues	11,010	13,000	18%
Use of Money & Property	192,169	225,113	17%
Fines & Forfeitures	33,690	10,000	-70%
<b>TOTAL GENERAL FUND</b>	<b>\$ 12,339,800</b>	<b>\$ 14,379,189</b>	<b>17%</b>

The City of Fort Bragg's FY 2025–26 General Fund revenues are projected at \$14.4 million, a 17% increase from the prior year, driven by local economic recovery and voter-approved tax measures. The City continues to apply a conservative “most likely” forecasting model to maintain fiscal discipline amid broader economic uncertainties.

- Sales Tax revenue is expected to reach \$3.2 million, up significantly due to the implementation of Measure T in 2025. This voter-approved 0.0375% increase in the local transaction and use tax strengthens the City's financial foundation and offsets slowing growth in retail and construction-related spending.

### **SALES TAX HISTORY**



- Transient Occupancy Tax (TOT) is projected to grow modestly following the passage of Measure U, which raised the TOT rate from 12% to 14% in April 2025. While overall tourism revenue remains below its FY 2022 peak, the rate increase is expected to generate an additional \$200,000 to \$300,000 annually, supporting core services and destination marketing.



- Property Tax remains a stable and predictable revenue source, with FY 2025–26 collections anticipated at \$1.2 million—reflecting modest 1–2% growth. Despite softening home values and sales volume, new development and property transfers continue to drive incremental gains. The City is actively advancing affordable housing initiatives, including the launch of a Community Land Trust and pursuit of a Pro-Housing designation.
- Reimbursements and Intergovernmental Revenues are projected at \$4.2 million, making up approximately 30% of General Fund revenues. This includes cost recovery from enterprise and internal service funds, as well as grant reimbursements for major projects such as the CDBG Water Meter Project, the City’s broadband utility, and community-based initiatives like the CRU Program and YOR Grant. These reimbursements help offset personnel and administrative costs while reducing reliance on discretionary revenues.

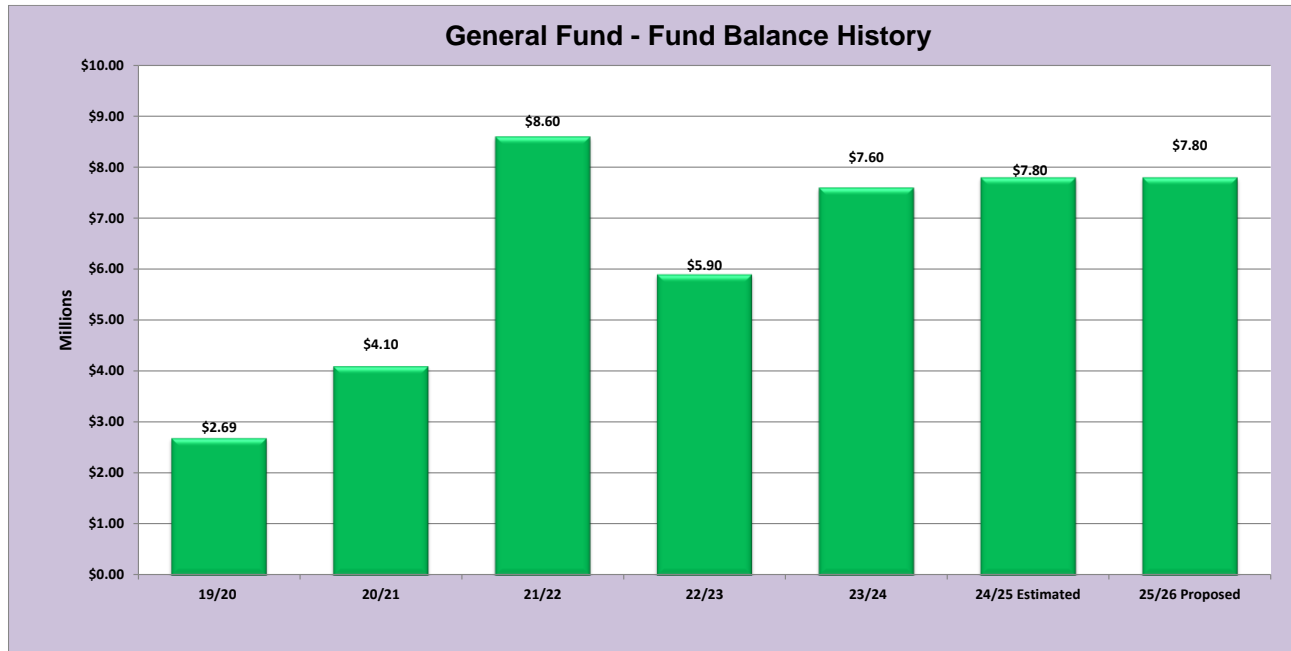
## GENERAL FUND REVENUES

	ESTIMATED FY 2024/25	PROPOSED FY 2025/26
Operating Revenue	\$ 12,339,801	\$ 14,379,189
Operating Expenditures	(12,027,895)	(14,327,137)
<b>Operating Surplus</b>	<b>\$ 311,905</b>	<b>\$ 52,053</b>

The City’s General Fund balance has shown strong growth and stability since FY 2019–20, reflecting conservative fiscal management and several one-time financial events. The fund balance peaked at \$8.6 million in FY 2021–22, due in large part to the temporary receipt of \$3.5 million in lease revenue bond proceeds. These funds were returned in FY 2022–23,

contributing to a reduction in the fund balance to \$5.9 million, even as the City maintained an operating surplus.

In FY 2023–24, the City recorded a robust operating surplus of \$2.9 million, increasing reserves to \$7.6 million. For FY 2024–25, the General Fund is projected to close with a surplus of \$311,000, bringing the estimated year-end balance to \$7.8 million. The FY 2025–26 Proposed Budget maintains this reserve level, reflecting continued fiscal discipline and a structurally balanced budget.



It is important to note that these reserves do not include the \$2.9 million currently invested in the City's Section 115 Pension Trust (PARS), which is dedicated to addressing long-term pension liabilities. Together, these funds further enhance the City's financial resilience and its ability to respond to future obligations and economic fluctuations.

## **ENTERPRISE FUNDS**

### **WATER ENTERPRISE**

#### **Expenses**

The FY 2025 Water Enterprise Budget is \$2.8 million, reflecting a slight decrease of 0.6% from the prior year. This reduction is primarily due to the full payoff of outstanding debt, which previously accounted for \$337,080 in annual expenses. The elimination of this obligation provides the fund with greater flexibility to direct resources toward future capital improvements.

This decrease is partially offset by rising costs, including a 6% increase in property insurance premiums to \$72,834, higher personnel costs due to COLA and internal cost allocation adjustments, and a \$57,000 increase in chemical purchases. Additionally, utility costs—particularly electricity—have risen by 35% monthly compared to the prior year, and parts and materials have contributed to a \$15,000 increase in the equipment repair and general supplies budget. .

## Revenues

On the revenue side, collections remain flat at \$3.1 million, consistent with FY 2024–25 year-end estimates. An ongoing rate study will guide the development of future rate structures to ensure the fund remains financially sustainable. With debt now retired, the study will focus on supporting operational needs, infrastructure reinvestment, and high service standards—without introducing new long-term liabilities.

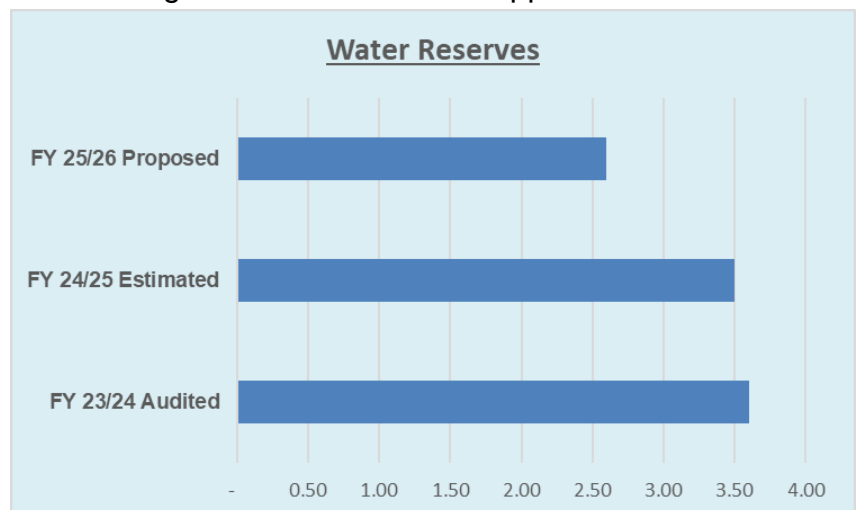
## Water Reserves

The Water Enterprise reserves have declined from \$3.6 million in FY 2023–24 (audited) to an estimated \$3.2 million in FY 2024–25, with a further decrease to \$2.6 million projected in FY 2025–26. This reduction reflects the strategic use of reserves to support essential infrastructure improvements.

In FY 2024–25, \$650,000 in water capacity fees were expended for upgrades at the City’s Water Treatment Plant, contributing to the drawdown in reserves. These targeted investments are part of a larger \$13.9 million Capital Improvement Program (CIP) for the Water Enterprise.

Of the total CIP, \$3.2 million is funded directly by the enterprise, while the remaining balance is supported through state and federal grants. Major enterprise-funded projects include \$1 million for the Pudding Creek Water Main replacement and \$1.4 million for the Noyo River Crossing project—both critical to ensuring long-term reliability and system resilience.

Although reserve levels are projected to decline, the reductions are aligned with planned infrastructure investments that will reduce future liabilities and enhance system performance. The City continues to maintain a fiscally responsible approach by leveraging grant funding where possible and aligning rate structures through an ongoing rate study to maintain long-term sustainability.



## WASTEWATER ENTERPRISE

Wastewater Enterprise revenues are projected to end FY 2024–25 at \$3.39 million, with the FY 2025–26 budget remaining flat at \$3.4 million. While revenues have stabilized, the City is undertaking a comprehensive rate study to ensure the long-term financial sustainability of the fund. The study will evaluate current and projected operational costs, debt service obligations, and capital needs to inform future rate structures.

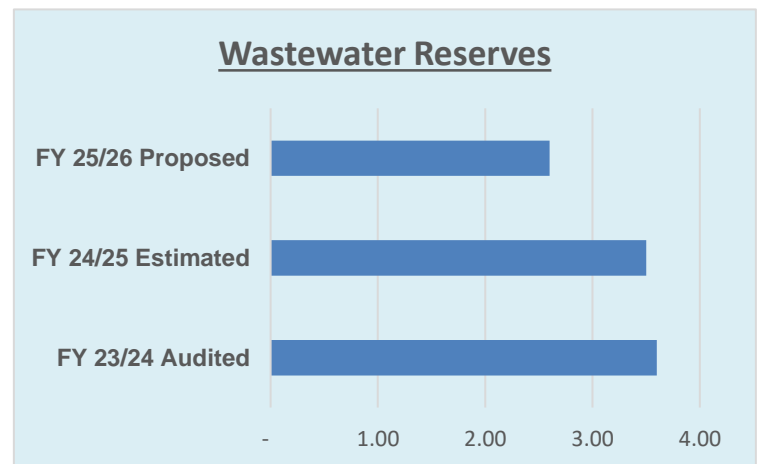
On the expense side, total expenditures for FY 2025–26 are proposed at \$3.2 million, a 6.4% decrease from the prior year. This reduction is primarily due to lower contractual service costs following the completion of feasibility studies related to biosolids treatment and disposal, including services from USA Sludge.

Key ongoing expenses include the annual debt payment of \$120,000 for the Wastewater Treatment Plant and a 6% increase in property insurance premiums. Despite cost pressures, the reduction in one-time study costs allows the enterprise to maintain core operations and regulatory compliance within a balanced budget framework.

### RESERVES

Wastewater reserves have declined modestly over the past two fiscal years, decreasing from \$3.6 million in FY 2023–24 (audited) to an estimated \$3.2 million in FY 2024–25. A further reduction to \$2.6 million is projected in FY 2025–26. This trend reflects the planned use of reserves to support critical infrastructure investments.

Capital Improvement Projects (CIP) for the Wastewater Enterprise total \$3.1 million in FY 2025–26. Major projects include the construction of a new Biosolids Storage Building (\$1.02 million) and the Cured-In-Place Pipe (CIPP) Force Main replacement (\$1.4 million). These investments are essential to ensuring long-term system reliability, regulatory compliance, and operational efficiency.



Of the total CIP costs, \$2.8 million is expected to be funded through a combination of enterprise reserves and wastewater capacity fees. This strategic use of internal funding sources minimizes reliance on new debt and reflects the City's commitment to maintaining a self-sustaining utility. Despite the projected decline, reserve levels remain within prudent thresholds and are aligned with the City's planned infrastructure schedule and financial policies. The ongoing rate study will help inform future funding strategies to replenish reserves and support continued capital reinvestment.

## **PARKS & RECREATION: CV STARR ENTERPRISE**

### **CV Starr Enterprise – Revenue and Expense Analysis**

Included in the FY 2025–26 Budget is the creation of a new Parks and Recreation Department, which consolidates the operations of the CV Starr Community Center with all City-managed parks and facility maintenance into a single, integrated department. This reorganization is designed to streamline operations, improve coordination, and enhance service delivery across all recreation and public space assets.

Revenues for the CV Starr Enterprise are projected at \$2.5 million, holding steady compared to the prior year. Over the past year, the Center focused on boosting community engagement, achieving a 29% increase in active memberships—now totaling 3,290. The Center also took over the 2nd Grade Swim Program from MCRPD and continued to grow youth program offerings.

The expense budget includes 11 full-time and 15 part-time employees. A transition to an independent contractor model for fitness classes resulted in a refined program of 28 weekly offerings. Additionally, the Center expanded its summer operations to seven days a week. Lifeguard recruitment remains a challenge, prompting the City to propose a \$320,000 pool depth reduction project to improve lifeguard certification pass rates and strengthen hiring outcomes. Capital Improvement Projects for FY 2025–26 total \$1.3 million and include a \$957,000 HVAC system replacement, \$301,000 skylight project, and \$110,000 sauna installation—each intended to enhance the member experience and support continued membership growth.

Also included in this budget is a Parks and Facilities budget of \$162,000, which supports the outsourcing of public bathroom cleaning and landscaping services across the City's park system. This approach provides more reliable maintenance and allows City staff to focus on higher-priority operational needs.

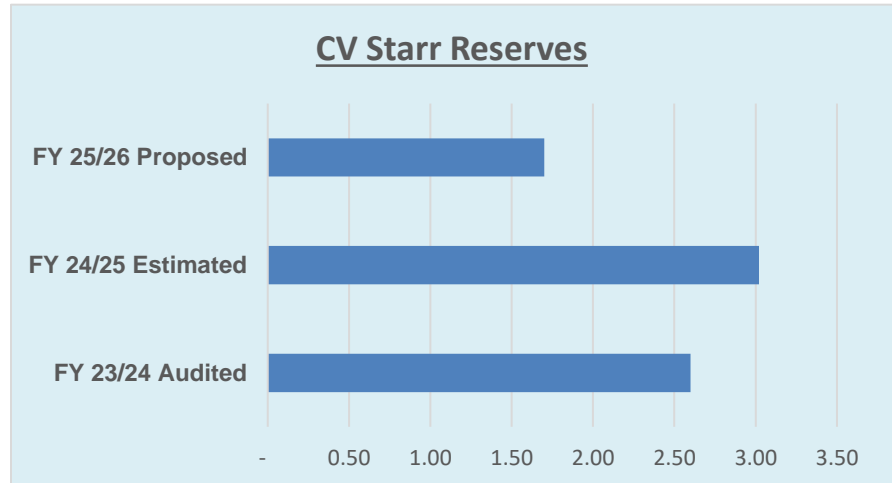
Together, these investments reflect a renewed commitment to improving recreation, maintaining vital public spaces, and ensuring long-term sustainability through efficient, community-focused service delivery.

CV Starr reserves have declined over the past two fiscal years as the City invests in critical facility upgrades and service enhancements. From \$2.6 million in FY 2023–24 (audited), reserves rose slightly to an estimated \$2.9 million in FY 2024–25 due to operational savings and increased membership revenues. However, reserves are projected to decrease to \$1.9 million in FY 2025–26 following planned capital expenditures.



This reduction is primarily driven by \$1.3 million in Capital Improvement Projects, which include the replacement of the HVAC system (\$957,000), skylight repairs (\$301,000), and the installation of a new sauna (\$110,000). These projects are intended to improve the facility’s comfort, energy efficiency, and overall appeal, helping to retain and attract new members.

While reserves are decreasing, the investment supports long-term operational sustainability and enhances the Center’s value to the community. The City continues to closely monitor reserve levels to ensure the enterprise remains financially stable while delivering high-quality recreational services.



## BROADBAND ENTERPRISE

### Revenues

Total Enterprise Fund revenues for FY 2025–26 are projected at \$2.3 million, including the introduction of new broadband service fees. The largest revenue generator is the fiber internet service, which is driving strong customer migration from legacy offerings as deployment within city limits expands.

Legacy fusion services, currently the highest individual revenue stream at an estimated \$1.4 million, are projected to decline as the product is phased out by its provider and customers shift to fiber or Open Air solutions. Open Air internet, also estimated to generate continues to grow in popularity as a reliable wireless alternative, especially among former Fusion users.

	FY 25/26
Fiber Fees	\$ 684,053
MCN Legacy Services	\$ 1,357,899
Email and Webhosting	\$ 273,653
Other Income	\$ 2,000
<b>Total Revenues</b>	<b>\$ 2,317,605</b>
Personnel Costs	\$ 672,290
Benefits	\$ 316,373
Utilities	\$ 116,540
Acquisition Costs	\$ 100,000
Resale Utilities	\$ 714,000
Open Air	\$ 67,250
Other Operating Costs	\$ 277,152
Building Lease	\$ 54,000
<b>Total Expenses</b>	<b>\$ 2,317,605</b>
<b>Net</b>	<b>\$ -</b>

Hosted services—including web hosting, email, domains, and Digital Voice—remain stable, with modest growth in Digital Voice as part of bundled service offerings.

These trends reflect a transformative year for the city's broadband utility, with significant growth in modern services and a phased transition away from aging technologies. The

projections account for new customers signed up for Broadband services in Q2 of the Fiscal year.

## **Expenses**

The FY 2025–26 budget for the Broadband and Digital Infrastructure Division of \$2.3 million includes several key investments to support the successful launch and operation of the City's new municipal broadband utility.

The department is staffed by seven full-time positions, one part-time position, and a Director, reflecting the operational needs of a fully functioning Internet Service Provider (ISP). To accommodate this staffing and operational footprint, the City is pursuing a commercial rental space within City limits. A \$54,000 budget allocation has been included for this facility.

A significant expense is the \$714,000 allocated for the resale of legacy services purchased from Sonic Telecom. This covers DSL and telephone service delivery for existing MCN customers. However, this cost is expected to decline over time as customers transition to the City's high-speed broadband network, reducing reliance on external vendors.

Currently, the City serves 1,510 broadband customers, including 831 within city limits, 211 with county addresses in Fort Bragg, and 468 outside of Fort Bragg. The City will take a strategic approach to increase the number of in-city customers, with a targeted take-rate goal of over 2,000 subscribers. A dedicated marketing budget of \$15,000 has been included to support outreach, promotions, and customer acquisition campaigns aimed at increasing fiber adoption within City boundaries.

To further support the launch and growth of the broadband utility, the City will hire a Broadband and Digital Infrastructure Director. This position will work closely with the City Manager to oversee operations, ensure quality service delivery, and manage the transition from legacy systems.

The budget also includes \$54,000 for rental space to house the division's operations. In addition, the budget includes a one-time \$100,000 acquisition expense related to the transition of assets per the executed Memorandum of Understanding (MOU) with the Mendocino Unified School District for the acquisition of MCN (Mendocino Community Network).

These investments position the utility for long-term success, helping to expand access to high-speed internet, increase financial sustainability, and improve digital equity across the Fort Bragg community.

## **FISCAL IMPACT**

The FY 2025–26 Adopted Budget reflects a balanced General Fund budget and maintains the City's commitment to fiscal discipline. Key highlights of the fiscal impact include:

- The General Fund is projected to close FY 2025–26 with a reserve of \$7.8 million, maintaining the Council's reserve target levels.
- A \$150,000 contribution to the Section 115 Pension Trust is included to address long-term pension obligations.
- The Water, Wastewater, Broadband, and CV Starr Enterprise Funds remain structurally balanced, with capital projects funded through a combination of reserves, capacity fees, and external grants.
- CV Starr reserves are projected to decline to \$1.9 million in FY 2025–26, primarily due to \$1.3 million in planned capital improvements, including the HVAC system, skylight, sauna installation, and two additions from the June 11 workshop—\$31,627 for a surge protector and \$34,500 for the leisure pool boiler.
- Enterprise rate studies for Water and Wastewater are underway to ensure long-term financial sustainability without new debt obligations.

Overall, the budget aligns with the City Council's financial goals/Strategic Plan and provides a stable foundation to maintain service levels, advance capital priorities, and invest in long-term infrastructure and organizational resilience.

## **CONSISTENCY**

Adoption of the resolutions presented is consistent with Article XIII B of the California State Constitution and the City's fiscal policies regarding the development and adoption of an annual budget.

## **IMPLEMENTATION/TIMEFRAMES:**

Once adopted, the budget will be posted on the City's website. Paper copies will be posted for public review in the City Hall Lobby and the Fort Bragg Public Library. Printed copies may also be purchased from the City Finance Department. The budget will serve as the City's financial management guide for FY 2025/26. Staff will closely monitor revenues and expenditures throughout the year, and a mid-year budget review will be conducted in early 2026, or sooner if necessary.

## **ATTACHMENTS**

1. Transmittal Letter
2. FY 2025/26 Operating Budget
3. Capital Improvement Budget
4. Fort Bragg City Council Resolution approving the Fiscal Year 2025/26 City of Fort Bragg Budget.
5. Strategic Plan Progress Update 2024-28+
6. Fort Bragg City Council Resolution approving the Fiscal Year 2025/26 City of Fort Bragg Capital Projects.
7. Fort Bragg City Council Resolution approving and adopting the Annual Appropriations Limit for Fiscal Year 2025/26.

8. Joint Fort Bragg City Council and Fort Bragg Municipal Improvement District No. 1 Resolution approving the Fiscal Year 2025/26 Capital Projects Budget.
9. Fort Bragg City Council Resolution approving the Fiscal Year 2025/26 for CV Starr Budget
10. Fort Bragg City Council Resolution approving the Fiscal Year 2025/26 Broadband Enterprise
11. Fort Bragg City Council Resolution approving the Fiscal Policy for Broadband Infrastructure
12. June 11 Budget Discussion Outline
13. GFOA Budget Award FY 24/25
14. Price and Population – Department of Finance

# City Manager Transmittal Letter

June 9<sup>th</sup>, 2025

**Honorable Mayor, Vice Mayor, City Council members, and the Fort Bragg Community,**

It is my privilege to present the City of Fort Bragg's Operating and Capital Budget for Fiscal Year 2025–2026. This document serves as a comprehensive financial and operational roadmap aligned with the City's 2024–2028 Strategic Plan. It reflects our shared commitment to deliver high-quality municipal services, invest in critical infrastructure, support economic and community development, and uphold long-term fiscal responsibility. At its core, this budget advances the City's vision of becoming a vibrant, inclusive, and future-ready community.

The budget process is an ongoing cycle. City Council meets at the beginning of March during the Mid-Year Budget workshop to set priorities for the upcoming fiscal year. Then, City staff work to create plans that align with those priorities, and hold a Budget Workshop for initial Council feedback. This is followed by public hearings in June to review and adopt the finalized budget. The new budget goes into effect on July 1, 2025.

This budget is guided by seven strategic goals adopted by the City Council:

1. Invigorate Economic Opportunity and Community Vibrancy
2. Implement Resilient Infrastructure and Encourage Environmental Stewardship
3. Strengthen Public Safety and Emergency Preparedness
4. Enhance Public Places, Promote Recreation, and Cultivate Civic Pride
5. Fund Our Future with Financial and Fiscal Responsibility
6. Champion a Sustainable Municipal Organization
7. Communicate with Active Community Engagement

## **ECONOMIC OUTLOOK**

The broader economic landscape in 2025 continues to reflect a delicate balance between inflation control and the desire for sustained growth. In May 2025, the Federal Reserve maintained interest rates between 5.25% and 5.50% and began tapering its balance sheet reductions, signaling cautious optimism. Inflation has begun to ease, with the Consumer Price Index (CPI) rising by 3.4% year-over-year. However, consumer behavior is increasingly conservative, with flat April retail sales and declines in discretionary purchases indicating growing caution among households.

Despite these national headwinds, Fort Bragg remains fiscally stable. Voter approval of Measure T (local sales tax adjustment) and Measure U (Transient Occupancy Tax increase) in November 2024 has significantly strengthened the City's revenue base. These measures create a stable, recurring revenue stream that reduces reliance on one-time funding sources and supports long-term sustainability.

## **BALANCING THE BUDGET**

During the Mid-year Budget Review in March 2025, the City Council and staff reviewed the City Council's priorities for the FY 2024/25 Adopted Budget and continued the same set of Financial Goals for the FY 2025/26 budget. Those goals are set forth below in order of priority:

1. Adopt a balanced budget
2. Provide additional contributions to Section 115 trust
3. Maintain current level of service
4. Maintain operating reserve and litigation reserve (20%)
5. Provide funding for emergency reserves (10%)
6. Provide cost of living adjustments for staff in years to come

## **Financial Summary**

The FY 2025–2026 General Fund projects revenues of \$14,379,189 and expenditures of \$14,327,137, resulting in a projected operating surplus of \$52,053. Across all funds, the City's total budget is \$45.3 million, including \$37.8 million in capital investments. The budget supports 103 full-time equivalent (FTE) positions and continues to be primarily supported by sales tax, transient occupancy tax, property taxes, and franchise fees.

**GENERAL FUND  
EXPENDITURES BY CATEGORY  
FY 2022/23 THROUGH FY 2024/26**

	FY 2022/23	FY 2023/24	FY 2024/25	FY 2024/25	FY 2025/26	%
	FYE	FYE	AMENDED	FYE		INCR/
	AUDITED	AUDITED	BUDGET	PROJECTED	BUDGET	-DECR
Salaries & Wages	\$ 3,943,628	\$ 4,138,874	\$ 4,934,776	\$ 4,522,618	\$ 5,590,585	24%
Benefits	2,081,755	2,331,008	2,991,452	2,704,597	3,276,711	21%
Materials & Services	2,739,018	3,128,294	3,353,575	3,452,431	4,097,231	19%
Other Expenditures	168,330	308,403	311,840	327,526	268,818	-18%
Debt Service	3,863,815	441,957	435,348	435,348	467,555	7%
<b>Subtotal</b>	<b>12,796,546</b>	<b>10,348,536</b>	<b>12,026,991</b>	<b>11,442,519</b>	<b>13,700,900</b>	20%
Allocations	1,222,680	1,130,064	401,891	585,377	626,236	7%
<b>Subtotal with Allocations</b>	<b>14,019,226</b>	<b>11,478,600</b>	<b>12,428,882</b>	<b>12,027,895</b>	<b>14,327,137</b>	19%
Net Transfers	-	-	-	-	(53,274)	0%
<b>TOTAL</b>	<b>\$ 14,019,226</b>	<b>\$ 11,478,600</b>	<b>\$ 12,428,882</b>	<b>\$ 12,027,895</b>	<b>\$ 14,380,411</b>	20%

This budget remains structurally balanced and provides adequate reserve levels while advancing Council priorities through responsible planning and investment.

The General Fund expenditures for FY 2025/26 reflect a 20% increase compared to the FY 2023/24 actuals, rising from \$11.48 million to \$14.38 million. This growth is primarily driven by strategic investments in personnel, program delivery, and operational capacity. Salaries and wages increased by 24%, reflecting the addition of new positions across multiple departments, including broadband utility staffing, support for the CV Starr Center, expanded administrative capacity, and the recruitment of department heads in key areas. Benefits rose by 21%, largely due to higher staffing levels, rising pension obligations, and medical cost increases.

Materials and services expenditures grew by 19%, indicating the City's commitment to enhancing service levels, investing in modernized systems like Acella, and outsourcing functions such as janitorial and landscaping services to improve efficiency and provide capacity for our Maintenance team. Other expenditures saw a modest decline of 18%, likely tied to the completion of one-time projects or the refinement of program costs. Debt service remains relatively flat, increasing by only 7%, which reflects the City's strong debt management and lack of major new borrowing. Internal allocations also saw adjustments, reflecting the realignment of cost centers and internal service charges.

This budget supports a growing organization with a sharpened focus on service delivery, workforce development, and innovation. While the expenditure increase is substantial, it aligns with City Council priorities and is supported by strong financial planning, the City's healthy reserves, and the structural changes underway to improve transparency, service quality, and operational sustainability.

### Enterprise Fund Highlights

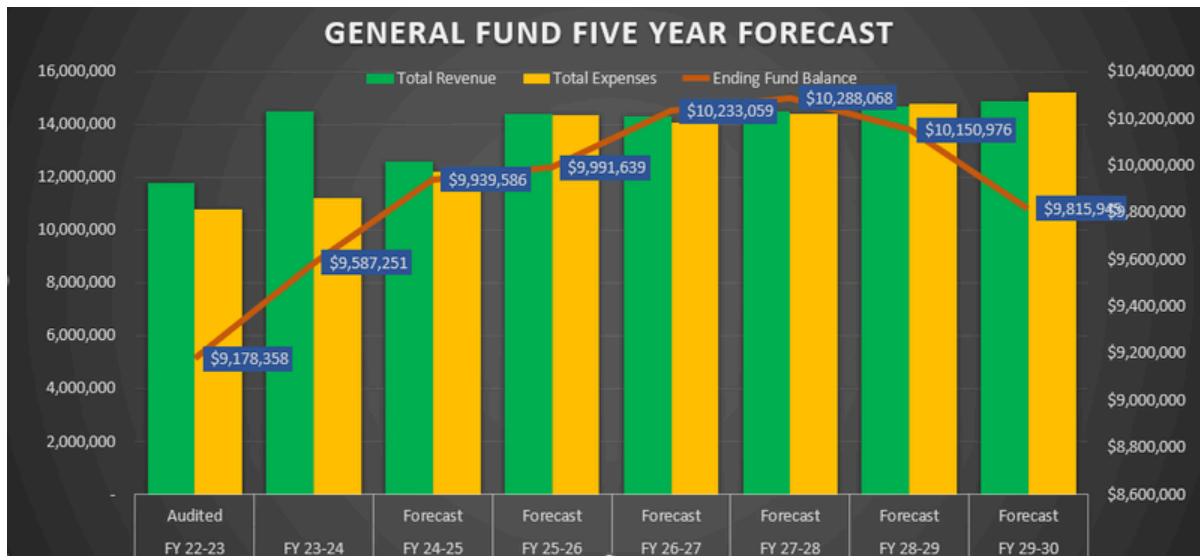
Broadband Utility (MCN): The new utility is budgeted at \$2.3 million and includes nine new positions. It aims to expand high-speed internet access, promote digital inclusion, and support innovation.

Water Enterprise Fund: With revenues of \$3.0 million and expenditures of \$2.8 million, the Water Fund is debt-free and supported by over \$22 million in secured grants. New smart meters will increase billing accuracy and conservation. A rate study is underway to ensure future rate sustainability.

Wastewater Enterprise Fund: The Wastewater Fund includes \$3.66 million in revenues and \$3.2 million in expenditures, along with \$97,000 in annual debt payments. A biosolids dryer feasibility study is in progress. Despite an 18% increase in insurance costs, the fund continues to absorb expenses without reducing service levels.

### Long-Term Financial Forecast

Long-term financial planning remains essential to ensuring Fort Bragg's continued sustainability. The City's Five-Year General Fund Forecast shows that while current operations remain balanced through FY 2026-27, the City could face moderate structural deficits beginning in FY 2027-28 if revenues do not keep pace with expenditure growth. Key pressures include rising labor and benefit costs, inflationary impacts on contracted services, and the need for capital reinvestment. Proactive measures, including cost containment, targeted economic development, and maintaining reserves, will be necessary to navigate these challenges while maintaining service levels.



## Strategic Plan Alignment: FY 2025–26 Initiatives



### 1. Economic Opportunity and Community Vibrancy

A strong economy is the foundation of a resilient community. This year's budget supports small business development, entrepreneurship, tourism, and downtown revitalization. The City is investing \$650,000 in the Fort Bragg Business Boost Fund and façade improvements, \$90,000 in standalone façade grants, and \$270,000 for destination marketing and community events. An additional \$30,000 will be used for downtown enhancements such as benches, murals, and flower baskets. The Economic Development Department will continue to support businesses through technical assistance, permitting support, and the launch of a new One-Stop Shop for planning and building services, including expedited plan reviews through 4Leaf.

The City is also establishing a municipal broadband utility following the acquisition of Mendocino Community Network (MCN). This new enterprise includes nine new positions and provides a foundation for digital equity and innovation.





## **2. Housing Initiatives**

Affordable housing remains a top priority. The City is continuing recruitment for a Planning and Housing Director included in the proposed budget and establishing a Community Land Trust (CLT) to secure long-term affordability. An \$800,000 investment of ARPA funds will support public-private housing development on vacant City-owned land. The City approved 87 new market-rate housing units and a 45-unit senior housing project in FY 2024–25, and is now pursuing the State’s Pro-Housing Designation in July 2025.

## **3. Infrastructure and Environmental Stewardship**

The City continues to make historic capital investments in water, broadband, transportation, and energy systems. The FY 2025–26 budget includes:

- \$12.9 million for modernization of the water treatment plant
- \$9.3 million for the raw water line replacement
- \$10.5 million for broadband fiber installation
- \$1.4 million for the Oneka wave-powered desalination pilot
- \$2.7 million for the 2025 Pavement Preservation Project, improving 7.2 miles of roadway, ADA upgrades, and striping
- \$25,000 for a microgrid feasibility study supporting clean energy infrastructure

These projects build resilience, support climate action goals, and position the City for long-term sustainability.

## **4. Public Safety and Emergency Preparedness**

Public safety remains one of the City’s highest priorities, with this year’s budget reflecting targeted investments to enhance both the day-to-day effectiveness of law enforcement and the City’s readiness for emergency situations. The FY 2025/26 budget supports the creation of a Patrol Commander position—establishing a critical layer of command-level oversight between line officers and administrative leadership. This role will provide stronger supervision of sergeants and patrol staff, improve shift coordination, and strengthen response accountability across all operations.

In conjunction with this, the City has made a strategic decision to freeze the fourth sergeant position, allowing for the reallocation of resources toward emerging needs without compromising public safety coverage. This approach reflects a broader organizational commitment to performance-based staffing, ensuring that limited resources are deployed where they yield the greatest impact.

Recognizing the importance of regional coordination, the budget funds a Task Force Officer who will work in collaboration with neighboring jurisdictions and federal partners to address regional crime trends and high-risk cases. The City also continues to fund a dedicated School Resource Officer (SRO), reaffirming its

commitment to student safety and positive youth engagement at local schools.

Operational support is further strengthened by the addition of a part-time Transport Officer, enhancing the department's capacity to manage custody transfers and reduce the strain on patrol officers. Additionally, the budget allocates \$20,000 to update the City's Emergency Operations Plan, ensuring that protocols remain current, compliant, and responsive to modern risks, including wildfires, earthquakes, and climate-related threats.

The budget includes funding for a 4% cost-of-living adjustment (COLA) according to the MOU, and continues to uphold Fort Bragg Municipal Code Chapter 2.68, which mandates annual salary benchmarking to ensure law enforcement compensation remains competitive with neighboring agencies. This is a vital component of the City's recruitment and retention strategy in an increasingly competitive public safety labor market.

These combined investments reflect a holistic approach to public safety—one that emphasizes leadership development, interagency collaboration, operational efficiency, and long-term preparedness. As Fort Bragg continues to grow and evolve, the City remains committed to fostering a safe, secure, and well-coordinated community.

## **5. Parks, Recreation, and Civic Pride**

The creation of the City's new Parks and Recreation Department marks a transformative step toward enhancing quality of life, community connection, and civic pride for Fort Bragg residents. This structural realignment consolidates key functions—previously housed under Public Works and CV Starr Center operations—into a single, dedicated department that now oversees facility rentals, public space maintenance, youth and adult programming, and recreation planning. By centralizing leadership, the City can more effectively align its recreational offerings with long-term community needs and goals. This shift also supports several strategic priorities outlined in the City's 2024–2028 Strategic Plan, particularly the goals to “Promote Civic Pride and Community Wellness,” “Maintain and Enhance Infrastructure,” and “Strengthen Community Partnerships.” These values are reflected in both operational planning and capital investment.

Significant capital improvements are underway to reinvigorate public amenities and expand recreational access:

- Bainbridge Park Enhancements (\$2.3 million) – This project includes updated playground facilities, improved landscaping, accessible walking paths, and upgraded restrooms. These enhancements will make Bainbridge Park a vibrant and inclusive gathering place for residents of all ages and abilities, directly supporting the Department's goal to provide equitable access to safe and engaging outdoor spaces.
- CV Starr Community Center Upgrades (\$1.6 million) – Major renovations include HVAC system improvements for energy efficiency and comfort, pool depth modifications to better support swim instruction and recreation programs, and the installation of a new sauna, designed to enhance member amenities and attract additional memberships. These investments position the Center as a cornerstone of community health and wellness.
- New Recreational Site (6–7 acres along Highway 20) – Planning is underway to develop this site into a multi-use recreational space that can support future sports fields, event space, or outdoor education programs. This long-term vision represents the Department's goal to expand capacity and access to recreational facilities, particularly in underserved areas.
- Facility Rental Coordination – By integrating all facility rental services under one department, the City is simplifying access to public spaces for community events, private functions, and cultural programming—enhancing transparency and user experience while maximizing revenue potential.

In addition to these physical improvements, the Parks and Recreation Department is advancing key partnerships to amplify its impact. Collaborations with the Fort Bragg Unified School District are strengthening afterschool and summer enrichment opportunities, and the Department is engaging with local nonprofits and youth organizations to expand recreational offerings, volunteer engagement, and community-building initiatives.

These combined efforts promote the Department's broader mission: to foster inclusive, well-maintained, and creatively programmed spaces that nurture community health, environmental stewardship, and lifelong participation in civic life. As the department takes shape, it will be guided by strategic goals that prioritize equity, accessibility, sustainability, and innovation, ensuring that Fort Bragg's parks and public spaces reflect the values and needs of its residents.

## **6. Financial and Fiscal Responsibility**

Maintaining long-term fiscal sustainability continues to be a cornerstone of the City's operations and governance. The FY 2025–26 Proposed Budget reflects this commitment through prudent reserve management, responsible investments, and improved transparency across all financial activities. The City has sustained a General Fund reserve level of 30%, consistent with the Government Finance Officers Association (GFOA) best practices, ensuring sufficient liquidity to weather economic uncertainty, unforeseen emergencies, and natural disasters. This strong reserve position also supports the City's creditworthiness and its ability to pursue long-term infrastructure financing when needed.

As part of a multi-year strategy to manage rising pension costs, the City is contributing an additional \$200,000 to its Section 115 Pension Trust, bringing the cumulative total to \$2.8 million. This trust allows the City to pre-fund pension liabilities and buffer against CalPERS rate volatility, which is expected to increase as legacy obligations mature and actuarial assumptions shift. By continuing to build this fund, the City is taking proactive steps to reduce future General Fund exposure and maintain flexibility in future budgets.

Another key step in reinforcing financial clarity and accountability has been the separation of broadband utility and solar infrastructure costs into enterprise funds. This structural shift ensures that the revenues and expenditures associated with these capital-intensive services are isolated from the General Fund, providing greater transparency and enabling each enterprise to operate in a financially self-sustaining manner. The broadband fund, in particular, will be supported by long-term debt service planning, customer revenues, and usage-based rate modeling that reflects the infrastructure's operational lifecycle.

The City's Five-Year Financial Forecast remains a critical tool in guiding long-term decision-making. Updated annually, the forecast projects a balanced outlook through FY 2026–27, after which structural deficits are anticipated to emerge due to flattening revenues and escalating pension, personnel, and operating costs. In anticipation, the City is already taking steps to mitigate these challenges through strategic cost containment, employee vacancy management, and ongoing evaluation of revenue enhancement opportunities, including implementation of Measures T and U and continued economic development.

Additionally, the City continues to modernize its budgeting practices and has once again submitted its budget for review under the GFOA Distinguished Budget Presentation Award program. The City previously received this award for the FY 2024–25 Budget, demonstrating a commitment to excellence in financial reporting, transparency, and alignment with strategic goals.

Through strong reserves, responsible pension planning, clear enterprise fund structures, and disciplined forecasting, Fort Bragg is positioning itself not only to meet current service demands but to maintain long-term resiliency in the face of economic fluctuations and evolving community needs.

## **7. Sustainable Municipal Organization**

Our employees are the heart of City government, and investing in their success is central to sustaining a high-performing organization. The FY 2025–2026 budget deepens our commitment to building a resilient, capable, and motivated workforce through expanded leadership development, internal capacity building, and career advancement opportunities.

This year, the City is actively recruiting new department heads for Planning and Housing, Parks and Recreation, and Finance and Administration—ensuring strong, visionary leadership across key service areas. Additional administrative support has been added to the Community Development and Administration departments to streamline internal operations and support frontline teams.

We have significantly expanded our internship and training programs, including a new partnership with the Fort Bragg Unified School District to expose high school students to careers in local government. These efforts are designed to foster the next generation of public service professionals while cultivating a diverse and talented local pipeline.

The City is also rolling out wellness and team-building initiatives designed to strengthen collaboration, reduce burnout, and enhance workplace culture. Cross-departmental training, onboarding improvements, and structured mentoring are helping employees build the skills and support systems they need to thrive. This includes launching targeted leadership development pathways and flexible learning opportunities for both new and seasoned staff.

Technological innovation is also part of our internal transformation. The City will launch the **Acella permitting platform** in July 2025 to streamline permit processing, enhance service delivery, and increase transparency for both staff and the public.

In support of our new municipal broadband utility, the budget adds nine new full-time positions to oversee infrastructure deployment, service activation, and customer support. These roles will not only ensure a successful enterprise launch but will also offer meaningful new employment opportunities in one of Fort Bragg's most exciting and forward-thinking public initiatives.

Through these investments, the City is building a stronger foundation to support its employees, develop future leaders, and ensure that Fort Bragg continues to deliver exceptional service well into the future.



## 8. Community Engagement and Transparency

Transparency and responsiveness are essential to community trust. This year's budget funds the establishment of:

- Launch of Public Experience Liaison at City Hall
- Development of a new City website (\$44K) and business license system (\$30K)
- Volunteer Central program launching July 2025
- Expanded use of the Acella platform for real-time permitting updates
- Continued support for Noyo Center special projects through Measure AA/AB

## GFOA Budget Award Recognition

We are proud to share that the City of Fort Bragg received the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for FY 2025. This award affirms our commitment to financial transparency, alignment with best practices, and excellence in budget preparation. The FY 2025–2026 Proposed Budget builds on this achievement by enhancing clarity, strategic alignment, and long-term planning.

## Conclusion

The FY 2025–2026 Proposed Budget represents more than just numbers—it embodies our collective vision for Fort Bragg as a resilient, inclusive, and forward-thinking community. It reflects a commitment to investing in what matters most: safe neighborhoods, reliable infrastructure, housing that meets the needs of our residents, thriving local businesses, and accessible public spaces that bring us together. This budget ensures we continue to move forward with purpose while maintaining the structural balance and fiscal responsibility that safeguard our future.

The work ahead will require collaboration, adaptability, and a continued focus on our shared values:

**Innovation, Service-Oriented Leadership, Collaboration, Honesty & Integrity, and Fair & Ethical Practices.**

These principles are not only written into our strategic plan—they are lived out every day by our staff, our Council, and our community members who care deeply about the future of Fort Bragg.

To the City Council, thank you for your vision and unwavering leadership. To our dedicated City staff, thank you for the passion and professionalism you bring to your work. And to the residents and business owners of Fort Bragg—thank you for your partnership, your trust, and your belief in what we can achieve together.

It is an honor to serve as your City Manager. I look forward to continuing this important work—side by side with all of you—as we build a stronger, more vibrant, and more resilient Fort Bragg.

Respectfully Submitted,



Isaac Whippy  
City Manager





# **City of Fort Bragg FY2025/2026 Adopted Budget**



**Adopted Version - 6/18/2025**



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# INTRODUCTION

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# City Manager Transmittal Letter

June 9<sup>th</sup>, 2025

**Honorable Mayor, Vice Mayor, City Council members, and the Fort Bragg Community,**

It is my privilege to present the City of Fort Bragg's Operating and Capital Budget for Fiscal Year 2025–2026. This document serves as a comprehensive financial and operational roadmap aligned with the City's 2024–2028 Strategic Plan. It reflects our shared commitment to deliver high-quality municipal services, invest in critical infrastructure, support economic and community development, and uphold long-term fiscal responsibility. At its core, this budget advances the City's vision of becoming a vibrant, inclusive, and future-ready community.

The budget process is an ongoing cycle. City Council meets at the beginning of March during the Mid-Year Budget workshop to set priorities for the upcoming fiscal year. Then, City staff work to create plans that align with those priorities, and hold a Budget Workshop for initial Council feedback. This is followed by public hearings in June to review and adopt the finalized budget. The new budget goes into effect on July 1, 2025.

This budget is guided by seven strategic goals adopted by the City Council:

1. Invigorate Economic Opportunity and Community Vibrancy
2. Implement Resilient Infrastructure and Encourage Environmental Stewardship
3. Strengthen Public Safety and Emergency Preparedness
4. Enhance Public Places, Promote Recreation, and Cultivate Civic Pride
5. Fund Our Future with Financial and Fiscal Responsibility
6. Champion a Sustainable Municipal Organization
7. Communicate with Active Community Engagement

## **ECONOMIC OUTLOOK**

The broader economic landscape in 2025 continues to reflect a delicate balance between inflation control and the desire for sustained growth. In May 2025, the Federal Reserve maintained interest rates between 5.25% and 5.50% and began tapering its balance sheet reductions, signaling cautious optimism. Inflation has begun to ease, with the Consumer Price Index (CPI) rising by 3.4% year-over-year. However, consumer behavior is increasingly conservative, with flat April retail sales and declines in discretionary purchases indicating growing caution among households.

Despite these national headwinds, Fort Bragg remains fiscally stable. Voter approval of Measure T (local sales tax adjustment) and Measure U (Transient Occupancy Tax increase) in November 2024 has significantly strengthened the City's revenue base. These measures create a stable, recurring revenue stream that reduces reliance on one-time funding sources and supports long-term sustainability.

## **BALANCING THE BUDGET**

During the Mid-year Budget Review in March 2025, the City Council and staff reviewed the City Council's priorities for the FY 2024/25 Adopted Budget and continued the same set of Financial Goals for the FY 2025/26 budget. Those goals are set forth below in order of priority:

1. Adopt a balanced budget
2. Provide additional contributions to Section 115 trust
3. Maintain current level of service
4. Maintain operating reserve and litigation reserve (20%)
5. Provide funding for emergency reserves (10%)
6. Provide cost of living adjustments for staff in years to come

## **Financial Summary**



The FY 2025–2026 General Fund projects revenues of \$14,379,189 and expenditures of \$14,327,137, resulting in a projected operating surplus of \$52,053. Across all funds, the City's total budget is \$45.3 million, including \$37.8 million in capital investments. The budget supports 103 full-time equivalent (FTE) positions and continues to be primarily supported by sales tax, transient occupancy tax, property taxes, and franchise fees.

**GENERAL FUND  
EXPENDITURES BY CATEGORY  
FY 2022/23 THROUGH FY 2024/26**

	FY 2022/23	FY 2023/24	FY 2024/25	FY 2024/25	FY 2025/26	%
	FYE	FYE	AMENDED	FYE		INCR/
	AUDITED	AUDITED	BUDGET	PROJECTED	BUDGET	-DECR
Salaries & Wages	\$ 3,943,628	\$ 4,138,874	\$ 4,934,776	\$ 4,522,618	\$ 5,590,585	24%
Benefits	2,081,755	2,331,008	2,991,452	2,704,597	3,276,711	21%
Materials & Services	2,739,018	3,128,294	3,353,575	3,452,431	4,097,231	19%
Other Expenditures	168,330	308,403	311,840	327,526	268,818	-18%
Debt Service	3,863,815	441,957	435,348	435,348	467,555	7%
<b>Subtotal</b>	<b>12,796,546</b>	<b>10,348,536</b>	<b>12,026,991</b>	<b>11,442,519</b>	<b>13,700,900</b>	20%
Allocations	1,222,680	1,130,064	401,891	585,377	626,236	7%
<b>Subtotal with Allocations</b>	<b>14,019,226</b>	<b>11,478,600</b>	<b>12,428,882</b>	<b>12,027,895</b>	<b>14,327,137</b>	19%
Net Transfers	-	-	-	-	(53,274)	0%
<b>TOTAL</b>	<b>\$ 14,019,226</b>	<b>\$ 11,478,600</b>	<b>\$ 12,428,882</b>	<b>\$ 12,027,895</b>	<b>\$ 14,380,411</b>	20%

This budget remains structurally balanced and provides adequate reserve levels while advancing Council priorities through responsible planning and investment.

The General Fund expenditures for FY 2025/26 reflect a 20% increase compared to the FY 2023/24 actuals, rising from \$11.48 million to \$14.38 million. This growth is primarily driven by strategic investments in personnel, program delivery, and operational capacity. Salaries and wages increased by 24%, reflecting the addition of new positions across multiple departments, including broadband utility staffing, support for the CV Starr Center, expanded administrative capacity, and the recruitment of department heads in key areas. Benefits rose by 21%, largely due to higher staffing levels, rising pension obligations, and medical cost increases.

Materials and services expenditures grew by 19%, indicating the City's commitment to enhancing service levels, investing in modernized systems like Acella, and outsourcing functions such as janitorial and landscaping services to improve efficiency and provide capacity for our Maintenance team. Other expenditures saw a modest decline of 18%, likely tied to the completion of one-time projects or the refinement of program costs. Debt service remains relatively flat, increasing by only 7%, which reflects the City's strong debt management and lack of major new borrowing. Internal allocations also saw adjustments, reflecting the realignment of cost centers and internal service charges.

This budget supports a growing organization with a sharpened focus on service delivery, workforce development, and innovation. While the expenditure increase is substantial, it aligns with City Council priorities and is supported by strong financial planning, the City's healthy reserves, and the structural changes underway to improve transparency, service quality, and operational sustainability.

### Enterprise Fund Highlights

**Broadband Utility (MCN):** The new utility is budgeted at \$2.3 million and includes nine new positions. It aims to expand high-speed internet access, promote digital inclusion, and support innovation.

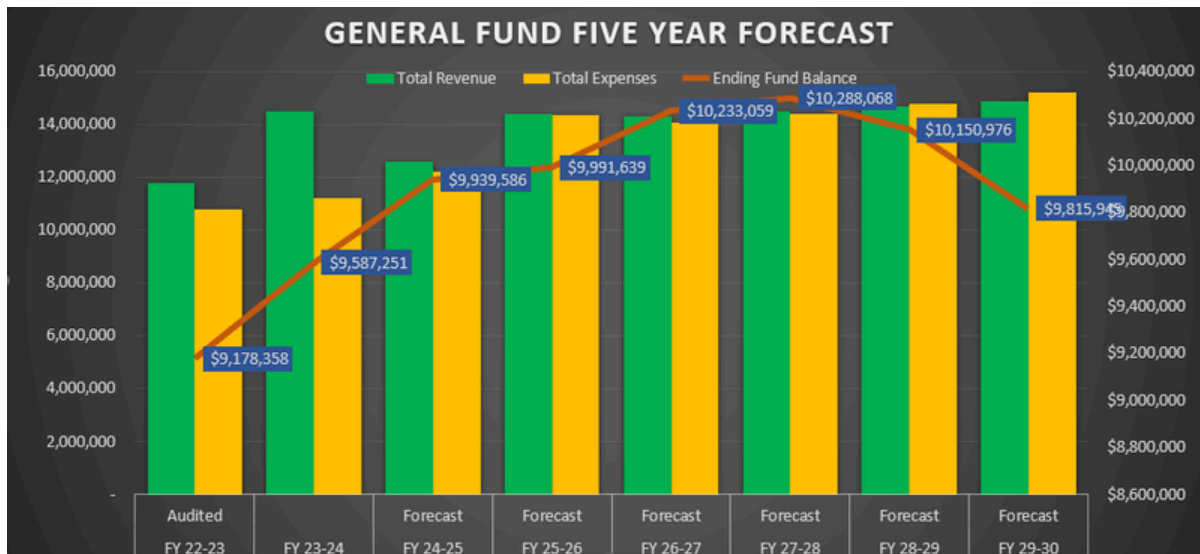


Water Enterprise Fund: With revenues of \$3.0 million and expenditures of \$2.8 million, the Water Fund is debt-free and supported by over \$22 million in secured grants. New smart meters will increase billing accuracy and conservation. A rate study is underway to ensure future rate sustainability.

Wastewater Enterprise Fund: The Wastewater Fund includes \$3.66 million in revenues and \$3.2 million in expenditures, along with \$97,000 in annual debt payments. A biosolids dryer feasibility study is in progress. Despite an 18% increase in insurance costs, the fund continues to absorb expenses without reducing service levels.

### Long-Term Financial Forecast

Long-term financial planning remains essential to ensuring Fort Bragg's continued sustainability. The City's Five-Year General Fund Forecast shows that while current operations remain balanced through FY 2026-27, the City could face moderate structural deficits beginning in FY 2027-28 if revenues do not keep pace with expenditure growth. Key pressures include rising labor and benefit costs, inflationary impacts on contracted services, and the need for capital reinvestment. Proactive measures, including cost containment, targeted economic development, and maintaining reserves, will be necessary to navigate these challenges while maintaining service levels.





### **1. Economic Opportunity and Community Vibrancy**

A strong economy is the foundation of a resilient community. This year's budget supports small business development, entrepreneurship, tourism, and downtown revitalization. The City is investing \$650,000 in the Fort Bragg Business Boost Fund and façade improvements, \$90,000 in standalone façade grants, and \$270,000 for destination marketing and community events. An additional \$30,000 will be used for downtown enhancements such as benches, murals, and flower baskets. The Economic Development Department will continue to support businesses through technical assistance, permitting support, and the launch of a new One-Stop Shop for planning and building services, including expedited plan reviews through 4Leaf.

The City is also establishing a municipal broadband utility following the acquisition of Mendocino Community Network (MCN). This new enterprise includes nine new positions and provides a foundation for digital equity and innovation.





## 2. Housing Initiatives

Affordable housing remains a top priority. The City is continuing recruitment for a Planning and Housing Director included in the proposed budget and establishing a Community Land Trust (CLT) to secure long-term affordability. An \$800,000 investment of ARPA funds will support public-private housing development on vacant City-owned land. The City approved 87 new market-rate housing units and a 45-unit senior housing project in FY 2024–25, and is now pursuing the State’s Pro-Housing Designation in July 2025.

## 3. Infrastructure and Environmental Stewardship

The City continues to make historic capital investments in water, broadband, transportation, and energy systems. The FY 2025–26 budget includes:

- \$12.9 million for modernization of the water treatment plant
- \$9.3 million for the raw water line replacement
- \$10.5 million for broadband fiber installation
- \$1.4 million for the Oneka wave-powered desalination pilot
- \$2.7 million for the 2025 Pavement Preservation Project, improving 7.2 miles of roadway, ADA upgrades, and striping
- \$25,000 for a microgrid feasibility study supporting clean energy infrastructure

These projects build resilience, support climate action goals, and position the City for long-term sustainability.

## 4. Public Safety and Emergency Preparedness

Public safety remains one of the City’s highest priorities, with this year’s budget reflecting targeted investments to enhance both the day-to-day effectiveness of law enforcement and the City’s readiness for emergency situations. The FY 2025/26 budget supports the creation of a Patrol Commander position—establishing a critical layer of command-level oversight between line officers and administrative leadership. This role will provide stronger supervision of sergeants and patrol staff, improve shift coordination, and strengthen response accountability across all operations.

In conjunction with this, the City has made a strategic decision to freeze the fourth sergeant position, allowing for the reallocation of resources toward emerging needs without compromising public safety coverage. This approach reflects a broader organizational commitment to performance-based staffing, ensuring that limited resources are deployed where they yield the greatest impact.

Recognizing the importance of regional coordination, the budget funds a Task Force Officer who will work in collaboration with neighboring jurisdictions and federal partners to address regional crime trends and high-risk cases. The City also continues to fund a dedicated School Resource Officer (SRO), reaffirming its

commitment to student safety and positive youth engagement at local schools.

Operational support is further strengthened by the addition of a part-time Transport Officer, enhancing the department's capacity to manage custody transfers and reduce the strain on patrol officers. Additionally, the budget allocates \$20,000 to update the City's Emergency Operations Plan, ensuring that protocols remain current, compliant, and responsive to modern risks, including wildfires, earthquakes, and climate-related threats.

The budget includes funding for a 4% cost-of-living adjustment (COLA) according to the MOU, and continues to uphold Fort Bragg Municipal Code Chapter 2.68, which mandates annual salary benchmarking to ensure law enforcement compensation remains competitive with neighboring agencies. This is a vital component of the City's recruitment and retention strategy in an increasingly competitive public safety labor market.

These combined investments reflect a holistic approach to public safety—one that emphasizes leadership development, interagency collaboration, operational efficiency, and long-term preparedness. As Fort Bragg continues to grow and evolve, the City remains committed to fostering a safe, secure, and well-coordinated community.

## **5. Parks, Recreation, and Civic Pride**

The creation of the City's new Parks and Recreation Department marks a transformative step toward enhancing quality of life, community connection, and civic pride for Fort Bragg residents. This structural realignment consolidates key functions—previously housed under Public Works and CV Starr Center operations—into a single, dedicated department that now oversees facility rentals, public space maintenance, youth and adult programming, and recreation planning. By centralizing leadership, the City can more effectively align its recreational offerings with long-term community needs and goals. This shift also supports several strategic priorities outlined in the City's 2024–2028 Strategic Plan, particularly the goals to “Promote Civic Pride and Community Wellness,” “Maintain and Enhance Infrastructure,” and “Strengthen Community Partnerships.” These values are reflected in both operational planning and capital investment.

Significant capital improvements are underway to reinvigorate public amenities and expand recreational access:

- Bainbridge Park Enhancements (\$2.3 million) – This project includes updated playground facilities, improved landscaping, accessible walking paths, and upgraded restrooms. These enhancements will make Bainbridge Park a vibrant and inclusive gathering place for residents of all ages and abilities, directly supporting the Department's goal to provide equitable access to safe and engaging outdoor spaces.
- CV Starr Community Center Upgrades (\$1.6 million) – Major renovations include HVAC system improvements for energy efficiency and comfort, pool depth modifications to better support swim instruction and recreation programs, and the installation of a new sauna, designed to enhance member amenities and attract additional memberships. These investments position the Center as a cornerstone of community health and wellness.
- New Recreational Site (6–7 acres along Highway 20) – Planning is underway to develop this site into a multi-use recreational space that can support future sports fields, event space, or outdoor education programs. This long-term vision represents the Department's goal to expand capacity and access to recreational facilities, particularly in underserved areas.
- Facility Rental Coordination – By integrating all facility rental services under one department, the City is simplifying access to public spaces for community events, private functions, and cultural programming—enhancing transparency and user experience while maximizing revenue potential.

In addition to these physical improvements, the Parks and Recreation Department is advancing key partnerships to amplify its impact. Collaborations with the Fort Bragg Unified School District are strengthening afterschool and summer enrichment opportunities, and the Department is engaging with local nonprofits and youth organizations to expand recreational offerings, volunteer engagement, and community-building initiatives.





These combined efforts promote the Department's broader mission: to foster inclusive, well-maintained, and creatively programmed spaces that nurture community health, environmental stewardship, and lifelong participation in civic life. As the department takes shape, it will be guided by strategic goals that prioritize equity, accessibility, sustainability, and innovation, ensuring that Fort Bragg's parks and public spaces reflect the values and needs of its residents.

## **6. Financial and Fiscal Responsibility**

Maintaining long-term fiscal sustainability continues to be a cornerstone of the City's operations and governance. The FY 2025–26 Proposed Budget reflects this commitment through prudent reserve management, responsible investments, and improved transparency across all financial activities. The City has sustained a General Fund reserve level of 30%, consistent with the Government Finance Officers Association (GFOA) best practices, ensuring sufficient liquidity to weather economic uncertainty, unforeseen emergencies, and natural disasters. This strong reserve position also supports the City's creditworthiness and its ability to pursue long-term infrastructure financing when needed.

As part of a multi-year strategy to manage rising pension costs, the City is contributing an additional \$200,000 to its Section 115 Pension Trust, bringing the cumulative total to \$2.8 million. This trust allows the City to pre-fund pension liabilities and buffer against CalPERS rate volatility, which is expected to increase as legacy obligations mature and actuarial assumptions shift. By continuing to build this fund, the City is taking proactive steps to reduce future General Fund exposure and maintain flexibility in future budgets.

Another key step in reinforcing financial clarity and accountability has been the separation of broadband utility and solar infrastructure costs into enterprise funds. This structural shift ensures that the revenues and expenditures associated with these capital-intensive services are isolated from the General Fund, providing greater transparency and enabling each enterprise to operate in a financially self-sustaining manner. The broadband fund, in particular, will be supported by long-term debt service planning, customer revenues, and usage-based rate modeling that reflects the infrastructure's operational lifecycle.

The City's Five-Year Financial Forecast remains a critical tool in guiding long-term decision-making. Updated annually, the forecast projects a balanced outlook through FY 2026–27, after which structural deficits are anticipated to emerge due to flattening revenues and escalating pension, personnel, and operating costs. In anticipation, the City is already taking steps to mitigate these challenges through strategic cost containment, employee vacancy management, and ongoing evaluation of revenue enhancement opportunities, including implementation of Measures T and U and continued economic development.

Additionally, the City continues to modernize its budgeting practices and has once again submitted its budget for review under the GFOA Distinguished Budget Presentation Award program. The City previously received this award for the FY 2024–25 Budget, demonstrating a commitment to excellence in financial reporting, transparency, and alignment with strategic goals.

Through strong reserves, responsible pension planning, clear enterprise fund structures, and disciplined forecasting, Fort Bragg is positioning itself not only to meet current service demands but to maintain long-term resiliency in the face of economic fluctuations and evolving community needs.

## **7. Sustainable Municipal Organization**

Our employees are the heart of City government, and investing in their success is central to sustaining a high-performing organization. The FY 2025–2026 budget deepens our commitment to building a resilient, capable, and motivated workforce through expanded leadership development, internal capacity building, and career advancement opportunities.

This year, the City is actively recruiting new department heads for Planning and Housing, Parks and Recreation, and Finance and Administration—ensuring strong, visionary leadership across key service areas. Additional administrative support has been added to the Community Development and Administration departments to streamline internal operations and support frontline teams.



We have significantly expanded our internship and training programs, including a new partnership with the Fort Bragg Unified School District to expose high school students to careers in local government. These efforts are designed to foster the next generation of public service professionals while cultivating a diverse and talented local pipeline.

The City is also rolling out wellness and team-building initiatives designed to strengthen collaboration, reduce burnout, and enhance workplace culture. Cross-departmental training, onboarding improvements, and structured mentoring are helping employees build the skills and support systems they need to thrive. This includes launching targeted leadership development pathways and flexible learning opportunities for both new and seasoned staff.

Technological innovation is also part of our internal transformation. The City will launch the **Acella permitting platform** in July 2025 to streamline permit processing, enhance service delivery, and increase transparency for both staff and the public.

In support of our new municipal broadband utility, the budget adds nine new full-time positions to oversee infrastructure deployment, service activation, and customer support. These roles will not only ensure a successful enterprise launch but will also offer meaningful new employment opportunities in one of Fort Bragg's most exciting and forward-thinking public initiatives.

Through these investments, the City is building a stronger foundation to support its employees, develop future leaders, and ensure that Fort Bragg continues to deliver exceptional service well into the future.



## 8. Community Engagement and Transparency

Transparency and responsiveness are essential to community trust. This year's budget funds the establishment of:

- Launch of Public Experience Liaison at City Hall
- Development of a new City website (\$44K) and business license system (\$30K)
- Volunteer Central program launching July 2025
- Expanded use of the Acella platform for real-time permitting updates
- Continued support for Noyo Center special projects through Measure AA/AB

## GFOA Budget Award Recognition

We are proud to share that the City of Fort Bragg received the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for FY 2025. This award affirms our commitment to financial transparency, alignment with best practices, and excellence in budget preparation. The FY 2025–2026 Proposed Budget builds on this achievement by enhancing clarity, strategic alignment, and long-term planning.

## Conclusion

The FY 2025–2026 Proposed Budget represents more than just numbers—it embodies our collective vision for Fort Bragg as a resilient, inclusive, and forward-thinking community. It reflects a commitment to investing in what matters most: safe neighborhoods, reliable infrastructure, housing that meets the needs of our residents, thriving local businesses, and accessible public spaces that bring us together. This budget ensures we continue to move forward with purpose while maintaining the structural balance and fiscal responsibility that safeguard our future.

The work ahead will require collaboration, adaptability, and a continued focus on our shared values:

**Innovation, Service-Oriented Leadership, Collaboration, Honesty & Integrity, and Fair & Ethical Practices.**

These principles are not only written into our strategic plan—they are lived out every day by our staff, our Council, and our community members who care deeply about the future of Fort Bragg.

To the City Council, thank you for your vision and unwavering leadership. To our dedicated City staff, thank you for the passion and professionalism you bring to your work. And to the residents and business owners of Fort Bragg—thank you for your partnership, your trust, and your belief in what we can achieve together.

It is an honor to serve as your City Manager. I look forward to continuing this important work—side by side with all of you—as we build a stronger, more vibrant, and more resilient Fort Bragg.

Respectfully Submitted,



Isaac Whippy  
City Manager

# **Distinguished Budget Presentation Award**



GOVERNMENT FINANCE OFFICERS ASSOCIATION

## *Distinguished Budget Presentation Award*

PRESENTED TO

**City of Fort Bragg  
California**

For the Fiscal Year Beginning

**July 01, 2024**

*Christopher P. Monill*

**Executive Director**



# Population Overview



TOTAL POPULATION

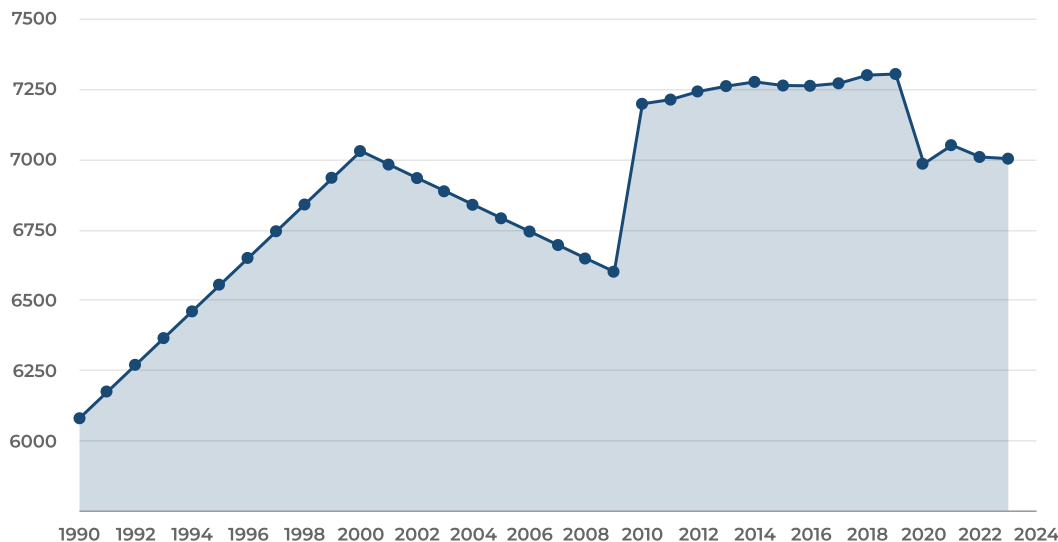
**7,001**

▼ **.09%**  
vs. 2022

GROWTH RANK

**183** out of **503**

Municipalities in California



\* Data Source: U.S. Census Bureau American Community Survey 5-year Data and the 2020, 2010, 2000, and 1990 Decennial Censuses



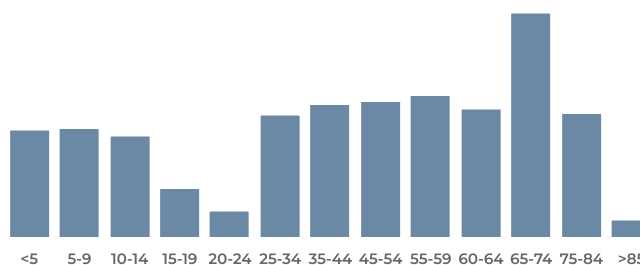
DAYTIME POPULATION

**8,492**

Daytime population represents the effect of persons coming into or leaving a community for work, entertainment, shopping, etc. during the typical workday. An increased daytime population puts greater demand on host community services which directly impacts operational costs.

\* Data Source: American Community Survey 5-year estimates

## POPULATION BY AGE GROUP



Aging affects the needs and lifestyle choices of residents. Municipalities must adjust and plan services accordingly.

\* Data Source: American Community Survey 5-year estimates

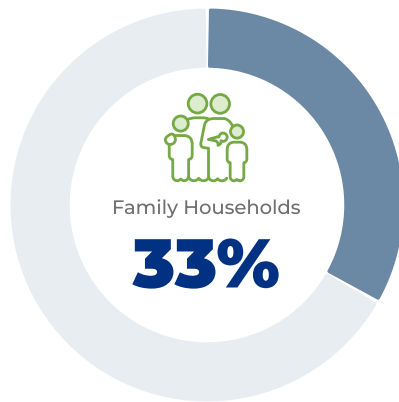


## Household Analysis

TOTAL HOUSEHOLDS

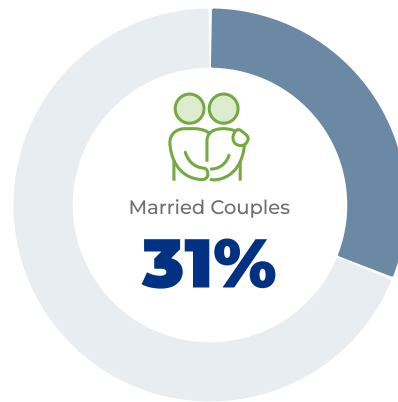
**2,971**

It is important to consider the dynamics of household types to plan for and provide services effectively. Household type also has a general correlation to income levels which affect the tax base.



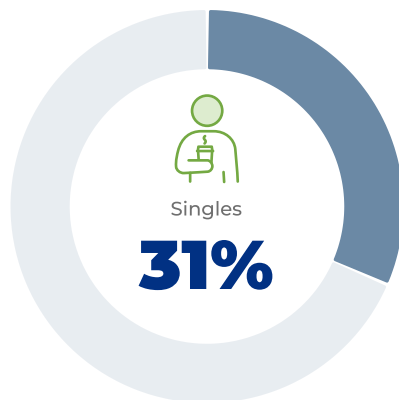
▼ **32%**

lower than state average



▼ **38%**

lower than state average



▲ **32%**

higher than state average



▲ **154%**

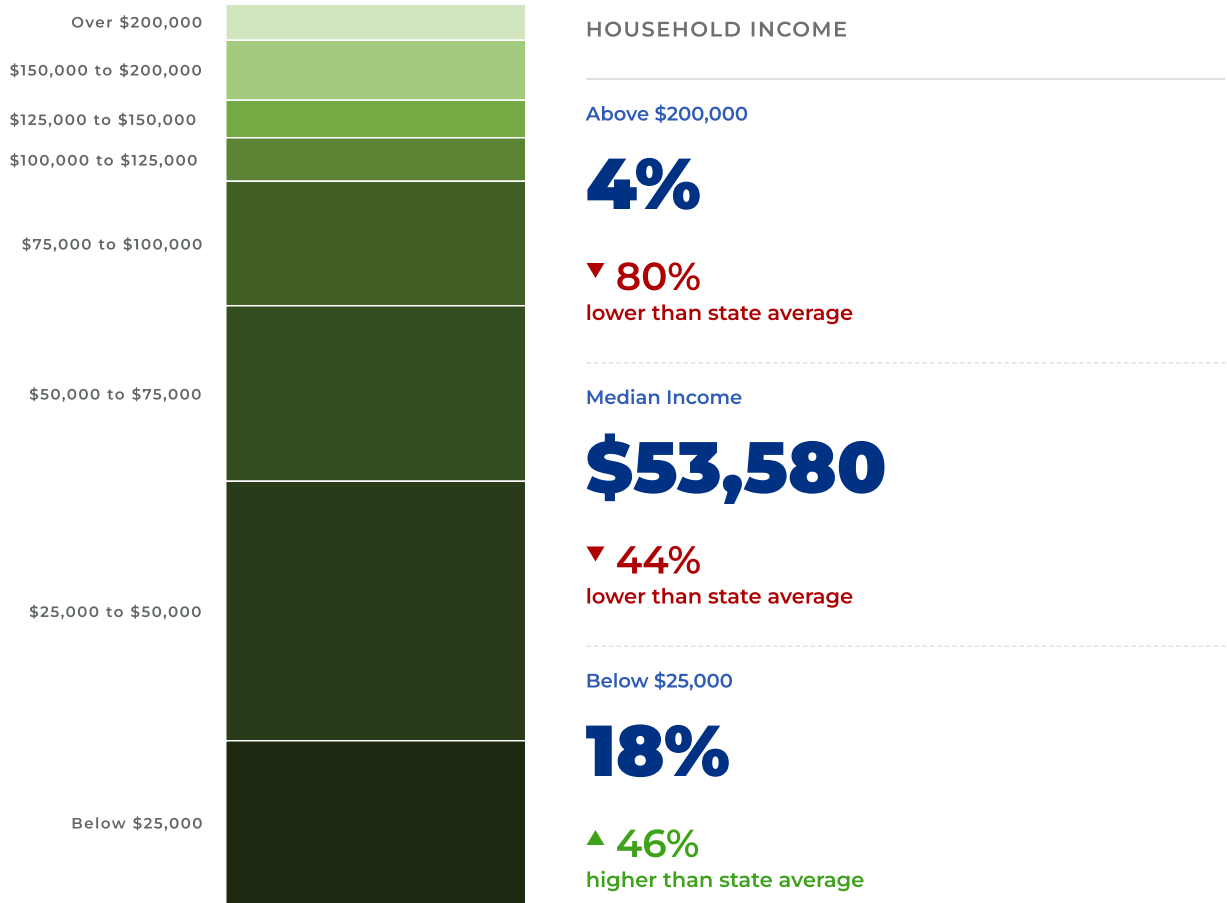
higher than state average

*\* Data Source: American Community Survey 5-year estimates*



## Economic Analysis

Household income is a key data point in evaluating a community's wealth and spending power. Pay levels and earnings typically vary by geographic regions and should be looked at in context of the overall cost of living.



\* Data Source: American Community Survey 5-year estimates

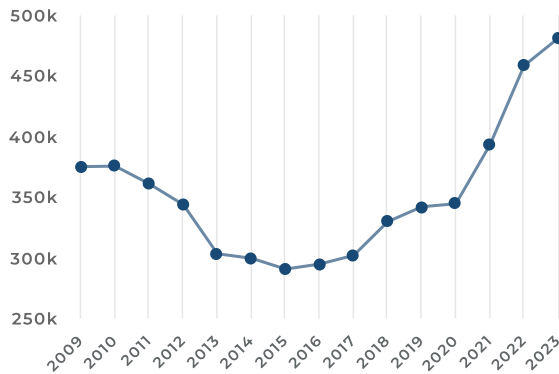


# Housing Overview



2023 MEDIAN HOME VALUE

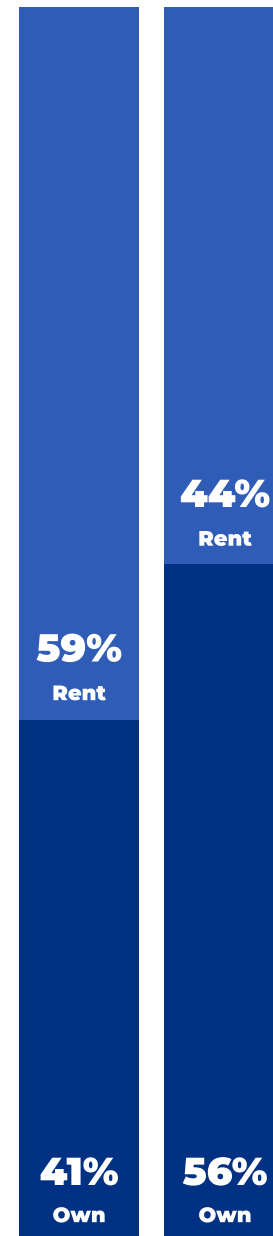
**\$481,200**



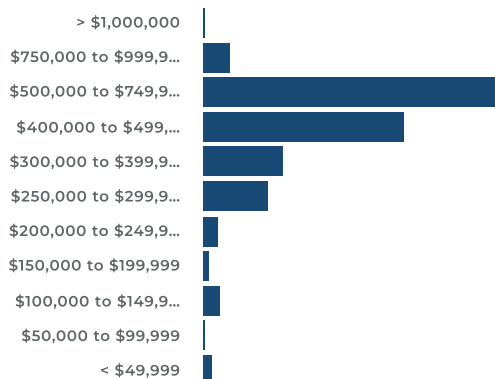
\* Data Source: 2023 US Census Bureau (<http://www.census.gov/data/developers/data-sets.html>), American Community Survey. Home value data includes all types of owner-occupied housing.

## HOME OWNERS VS RENTERS

Fort Bragg State Avg.



## HOME VALUE DISTRIBUTION



\* Data Source: 2023 US Census Bureau (<http://www.census.gov/data/developers/data-sets.html>), American Community Survey. Home value data includes all types of owner-occupied housing.

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## Guide to the Document

The functions of local government stem from three levels of policy direction: federal, state, and local. Within this intergovernmental system, local government is responsible for providing basic public services, such as maintaining streets and roadways, providing traffic management systems, maintaining parks, providing community services, and ensuring public safety. Local government must also fulfill certain state and national policy objectives such as transportation and environmental protection while addressing the expectations and values of its citizens. For local governments, the primary tool used to coordinate the provision of governmental services and to provide legal authorization for the expenditure of funds is the annual budget. A local government budget is a financial plan that matches existing resources with the needs of the community.

The City of Fort Bragg's budget is developed and adopted by the City Council and provides Fort Bragg residents and City staff with a plan for implementation of the services, goals, and objectives specified by the City Council. The City's Wastewater Enterprise is operated by the Municipal Improvement District No. 1 (MID) Board. The City Council serves concurrently as the MID Board of Directors. The budget for the Wastewater Enterprise is included in this budget document.

The Operating Budget is a guide for the receipt and disbursement of funds used to provide daily, routine public services to the community. The Five-Year Capital Improvement Program (CIP) and Capital Projects Budget provide citizens and City officials with detailed information about capital projects that are planned for near or midterm implementation.

This budget outlines the many municipal services, programs, and projects provided by the City of Fort Bragg over the course of the fiscal year. It identifies revenue projections and specific expenditures necessary to deliver services to the community. The budget is intended to provide transparency to City residents about programs and services as well as the policies underlying the City Council's spending decisions.

### Distinguished Budget Presentation Award

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Distinguished Budget Presentation Award to the City for its Fiscal Year 2023/24 Budget. This was the third year that the government had achieved this prestigious award. Achievement of the award reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the City had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves:

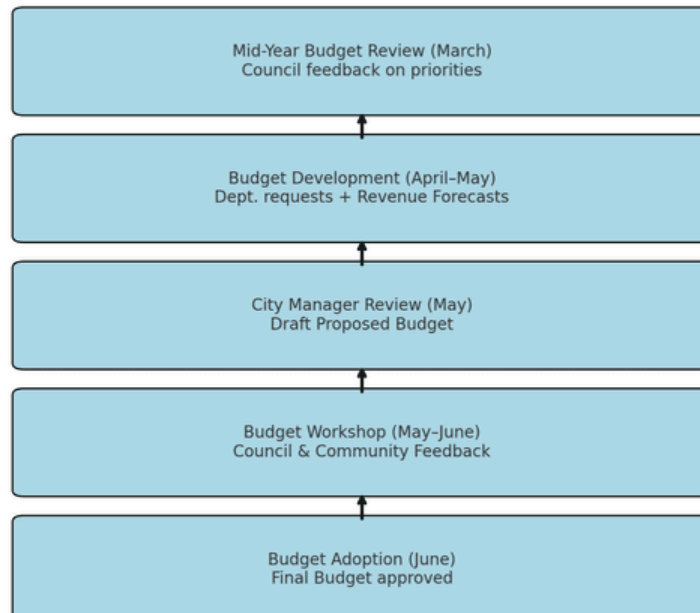
- **A Policy Document** – to describe financial and operating policies, goals, and priorities for the organization.
- **A Financial Plan** – to provide revenue and expenditure information by fund, department, division, and category.
- **An Operations Guide** – to describe activities and objectives for the fiscal year.
- **A Communications Tool** – to provide information on budgetary trends, planning processes, and integration of the operating and capital budgets.

The Distinguished Budget Presentation Award is valid for one year. Our Fiscal Year 2023/24 budget will again be submitted to the GFOA, and we are confident that we will once again achieve the award.



# ANNUAL BUDGET PROCESS

## City of Fort Bragg Annual Budget Process



### City of Fort Bragg Annual Budget Process

The City of Fort Bragg utilizes a transparent and strategic annual budget process to responsibly plan for the upcoming fiscal year, align expenditures with community priorities, and ensure long-term financial sustainability. The process includes the following phases:

#### 1. Mid-Year Budget Review (March)

Each March, the City conducts a Mid-Year Budget Review to evaluate year-to-date financial performance and seek input from the City Council on priorities for the upcoming fiscal year. This provides early direction to guide the development of the budget and helps identify emerging needs or opportunities.

#### 2. Budget Development (April – May)

Department Heads review current operations and submit budget requests to the City Manager. These requests must align with the City's Strategic Goals and include any proposed changes in service levels, staffing, or capital needs.

At the same time, the Finance Department prepares updated **revenue forecasts** and **long-term financial projections** based on current trends, grant funding, and economic conditions.

#### 3. City Manager Review & Draft Budget Preparation (May)

The City Manager evaluates departmental budget requests in light of fiscal constraints and strategic priorities, preparing a **Proposed Budget** that reflects a balanced approach to meeting service demands, investing in infrastructure, and ensuring responsible financial management.

#### 4. Budget Workshop & Community Feedback (May – June)

The Proposed Budget is presented during a publicly noticed **Budget Workshop** held in May or June. During this session, Department Heads present their budget priorities, and the City Council and community members are invited to provide feedback. This collaborative dialogue helps refine the final budget before adoption.

#### 5. Budget Adoption (June)

Following the Budget Workshop, any necessary adjustments are made, and the **Final Budget** is presented to the City Council for formal adoption in June, prior to the start of the new fiscal year on July 1.

This inclusive and strategic process helps ensure that the City's budget reflects community values, supports long-term goals, and maintains the financial health of the City of Fort Bragg.



# Budget Organization & Fund Structure

## Budget Organization

The FY 2025/26 Budget includes eight basic sections as follows:

1. **City Manager's Transmittal.** Provides an introduction to the budget including a summary of critical economic issues, Council-directed core services, and basic operational and strategic goals for FY 2025/26.
2. **Introduction.** Includes this Users' Guide, a directory of elected and appointed City officials, a Citywide organization chart, an overview of the City of Fort Bragg, a definition of the funds included in the financial reporting model of the City, and the City's budget guidelines and fiscal policies. This section provides the reader with the policies and documents that guide the City's financial practices.
3. **Summary.** It includes a comprehensive overview of fund balance projections and individual summaries of revenues and expenditures for all funds and the General Fund. Also included are interfund transfers, interfund cost reimbursements, and the City's cost allocation plan. Summaries for the Water, Wastewater, and C.V. Starr Enterprise Funds are included in the detail section for each fund.
4. **Fund Detail - Departmental Summaries.** Presents detailed information on the City's operating departments and Enterprise funds as follows:

City Council	Public Works
Administration	Internal Services
Tourism Marketing & Promotions	Debt Service
Finance	Water Enterprise
Non-Departmental	Wastewater Enterprise
Public Safety	C.V. Starr Center Enterprise
Community Development	Fort Bragg Broadband - MCN

Additional information about services provided by the City is included in each departmental section. Department summary information includes organizational charts, departmental service descriptions, summaries of accomplishments and goals, a comparison of the total adopted budget to the prior fiscal year, and a summary of expenditures over three fiscal years. More specific information about the current year's appropriations is provided in the budget detail section. With the FY 2017/18 Budget, the presentation was expanded to include a summary of revenue generated by each department.

5. **Grants and Special Revenue Funds.** Provides an overview of each of the City's Special Revenue Funds, including fund descriptions, revenues, and expenditures. Special Revenue Funds are classified into one of four categories: Revenue, Grants, Internal Service Funds, and Trust and Agency.
6. **Capital Improvement Program (CIP) and Capital Projects Budget.** The Multi-Year CIP includes descriptions of individual projects and details the acquisition, construction, or rehabilitation of major capital facilities and infrastructure. The Capital Projects Budget is used to account for the receipt and disbursement of funds for specific CIP projects. For many projects, revenue resources and expenditures may extend over several years.
7. **Statistical Data.** Presents historical information for the past 10 years regarding the City's finances, operations, constituents, and the local economy.
8. **Glossary.** A list of specialized words and acronyms used in the budget document and their definitions.

## Budget Process & Adoption

The City develops an annual budget according to legal and policy direction which includes:

- Prepare a budget for all funds of the City.
- Strive to adopt a budget that is balanced as to resources and appropriations.
- Adopt a budget that does not exceed state constitutional limits.
- Adopt a budget prior to the beginning of the fiscal year in which it is to take effect.
- Allow for adjustments to the budget with proper approvals.



- Strive to maintain reserves in accordance with established Council policies.
- Utilize encumbrances of appropriations as a budgetary control technique.
- Adopt the budget through City Council and Municipal Improvement District Board resolutions.
- Exercise budgetary controls at the department level.

The City of Fort Bragg operates on a fiscal year basis, starting July 1 and ending June 30. The budget is prepared by the Finance Department under the supervision of the City Manager. The budget process typically begins in January once the audit reports for the prior fiscal year are complete. The Finance Department prepares a Mid-Year Performance Report and the City Council conducts a Mid-Year Budget Workshop (typically in March). At that workshop, revenue and expense projections are presented for the current fiscal year and the Council provides policy direction to staff regarding preparation of the budget for the coming fiscal year. Following the mid-year workshop, a Adopted Budget is assembled for the next fiscal year, and it is reviewed by the Council and the public at a budget workshop (typically in May). Following the budget workshop, a revised Budget is prepared and transmitted to the City Council in June for further review, public input, deliberation, and adoption prior to the beginning of each new fiscal year (July 1).

Copies of the Adopted Budget are made available to the general public prior to the City Council's budget workshop. After providing opportunities for public review and discussion at the budget workshop(s), the budget is adopted by the City Council prior to June 30 at either a regular or special City Council meeting. After adoption, the budget may be amended by City Council resolution.

## Basis of Accounting and Fund Definitions

The modified accrual basis of accounting is used by all General, Special Revenue, and Capital Projects Funds. This means that revenues are recognized when they become both measurable and available. Measurable means the amount of the transaction can be determined and available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recorded when liabilities are incurred, except that principal and interest payments on long-term debt are recognized as expenditures when due. The accrual basis of accounting is utilized by all Enterprise and Internal Service Funds. This means that revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

To demonstrate fiscal accountability, various funds are established in accordance with the objectives of special regulations, restrictions, and/or limitations. Each fund is considered a separate accounting entity with a self-balancing set of accounts. The funds that are used in the financial reporting model for the City of Fort Bragg as follows:

The **General Fund** is the City's primary operating fund. It is used to account for resources traditionally associated with general government activities which are not required (legally or by sound fiscal management) to be accounted for in another fund.

**Special Revenue Funds** are used to account for revenues that are legally restricted for a particular purpose. The City has several Special Revenue Funds including the Special Sales Tax for Street Repairs, Asset Forfeiture, General Plan Maintenance Fee, Gas Taxes and Fire Equipment Tax. Special Revenue Funds are also used to account for grants obtained to fund City projects and activities.

**Capital Project Funds** are used to account for financial resources to be used for construction or acquisition of fixed assets, such as buildings, equipment, or roads. A Capital Project Fund exists only until completion of the project.

**Internal Service Funds** are used by the City to account for the financing of goods and services provided by one department to other departments within a government organization on a cost-reimbursement basis. They are set up to take advantage of economies of scale, to avoid duplication of effort, and to accurately identify costs of specific governmental services. The City utilizes three Internal Service Funds: Facilities Repair & Maintenance, Technology Replacement & Maintenance and Fleet & Equipment Services.

**Enterprise Funds** are used to account for operations that are supported by a fee charged to external users for services, similar to a private business. The City has three Enterprise Funds: Water, Wastewater, and C. V. Starr Center.



**Fiduciary Funds** are used to account for resources that a government holds as a trustee or agent on behalf of an outside party and therefore cannot be used to support the government's own programs. The City has one fiduciary fund: Successor Agency to Fort Bragg Redevelopment Agency.

## **Cost Allocation Plan and Direct Charges**

The City employs a multi-step process for distributing the indirect costs of central service departments (City Council, Administration, Finance, Non-Departmental and Public Works Administration) and the City's Internal Service Funds to various departments and funds.

Costs of the City's central service departments are allocated through the City's Cost Allocation Plan (CAP). The CAP allocates costs that originate in one department but benefit one or more other departments. By way of example, the Administrative Services Department (City Clerk) performs the function of "Records Management" which benefits multiple other departments within the City organization. The costs associated with "Records Management" are allocated from the Administrative Services Department to the multiple other departments that benefit from the service. Each year a year-end true-up is performed so that allocations are based on actual results rather than budgeted forecasts. For example, if actual administrative costs end the year less than budgeted, then allocated costs will be revised down.

## **Conclusion**

Financial forecasting is, at best, an inexact science. Many experts and studies offer varied opinions and forecasts, each completely logical and reasonable. Staff has developed revenue and expenditure estimates based on trends and forecasts available as of June 2025. These estimates take into account what has happened in the local economy, current revenue and expenditure experiences, and, to the extent possible, what is projected to happen over the next 14 months.



# City of Fort Bragg Overview



## History of Fort Bragg

The north coast of Mendocino County was inhabited by Native Americans of the Pomo tribe for approximately 10,000 years. The Pomo people were hunter-gatherers with a close relationship to the land and the sea. Seasonal Pomo villages were located along the coast with permanent villages located north of the Ten Mile River.

In 1855, an exploration party from the Bureau of Indian Affairs visited the area in search of a site on which to create a reservation and, the following year, the Mendocino Indian Reservation was established. It spanned an area from the south side of the Noyo River to the north of the Ten Mile River and east to Little Valley and Glen Blair. In 1857, the Fort Bragg military post was installed on the Mendocino Indian Reservation approximately 1½ miles north of the Noyo River and its purpose was to maintain order on the reservation. During the same year, a lumber mill was established on the Noyo River, starting what would become the major industry of the region. The military post was short-lived and records show that November 23, 1861, was the last date on which army units occupied the fort. In 1865, after 300 Native Americans were marched forcibly from the Mendocino Indian Reservation to a reservation in Round Valley, Fort Bragg as a military post was abandoned.

On August 5, 1889, Fort Bragg was incorporated as a city. C.R. Johnson, president of the Fort Bragg Redwood Company, was the first mayor and his company laid out the town much as it exists today – with a uniform street grid and mid-block alleys. In 1893, the Union Lumber Company was created when the Fort Bragg Redwood Company absorbed some of the smaller lumber companies in the area. In 1901, the Union Lumber Company incorporated the National Steamship Company to carry lumber, passengers, and supplies. The steamships provided Fort Bragg's only link to manufactured comforts and staples like sugar and coffee. In 1905, the California Western Railroad was formed, and a rail line was established from Fort Bragg to Willits where train connections could be made to San Francisco. The 1906 Earthquake resulted in a fire at the lumber mill that threatened the entire City. Brick buildings throughout the City were damaged, if not destroyed completely, and many frame homes were knocked off their piers. The fire burned the downtown area bordered by Franklin Street, Redwood Avenue, and McPherson Street. Within 12 months following the earthquake, all downtown reconstruction was completed. The earthquake brought prosperity to Fort Bragg as the mills furnished lumber for the rebuilding of San Francisco. By 1916, Fort Bragg had become a popular place to visit – and to settle.

Commercial fishing also played an important role in the formation of the economic base of Fort Bragg. Noyo Harbor was once a major commercial fishing port known for its quality fish products that were distributed to major metropolitan markets. In recent years, the fishing industry has declined and Fort Bragg's economic base has transitioned from "resource extraction" (i.e., timber and fishing industries) to a more service-oriented economy serving a regional coastal population of approximately 20,000 residents as well as hundreds of thousands of visitors each year.





## City Geography

The City of Fort Bragg is located approximately 165 miles north of San Francisco and 185 miles west of Sacramento on the scenic coast of Mendocino County. The City occupies 2.7 square miles. The 2022 Census places the City's population at 7,007. Although it is quite small, Fort Bragg is the largest city on the coast between San Francisco and Eureka. The largest employment categories in the City include services, wholesale and retail trade, local government, public education, health care, tourism, and fishing. The mild climate and picturesque coastline make Fort Bragg a popular tourist and recreational area.

## City Authority

Fort Bragg is a general law city under California state law and its rights, powers, privileges, authority, and functions are established through the State constitution. These statutory rights include the power to: sue and be sued; purchase, receive by gift or bequest and hold land, make contracts and purchases and hold personal property necessary for the exercise of its powers; manage, sell, lease, or otherwise dispose of its property as the interest of its inhabitants require; levy and collect taxes authorized by law and exercise such other and further powers as may be especially conferred by law or as may be necessarily implied from those expressed.

## City Council

The voters elect members of the Fort Bragg City Council to serve overlapping four-year terms. The Mayor is elected by and from the City Council for a two-year term. The Council sets policy and exercises the legislative authority of the City. The Council holds meetings on the second and fourth Mondays of each month and at such other times as necessary. Current City Council members and the dates upon which their respective terms expire are as follows:

Mayor Jason Godeke December 2026

Vice Mayor Marcia Rafanan December 2026

Councilmember Tess Albin-Smith December 2026

Councilmember Scott Hockett December 2028

Councilmember Lindy Peters December 2028

## Administration and Management

Fort Bragg operates under the Council-Manager form of government. The City Council appoints the City Manager who appoints other City staff and is charged with overseeing the City's daily operations. Several boards, commissions, and committees assist the City Council and administration in carrying out various aspects and functions of city government.

## City Services

The City provides a wide range of services to its residents, including public safety services, construction and maintenance of streets and infrastructure, water service, community development, financial management, and administrative services. Special Districts and Joint Power Authorities (JPAs) under the jurisdiction of the City provide emergency services, fire protection, and wastewater treatment services. Other entities, not under the City's jurisdiction, that provide services to the City's population include the school district, hospital district, recreation district, harbor district, and other special districts.

## Fort Bragg Municipal Improvement District No. 1

The members of the City Council serve concurrently as the Fort Bragg Municipal Improvement District No. 1 (MID) Board of Directors. The MID was formed in 1969 for the purpose of acquiring and constructing wastewater system improvements including the construction of a wastewater treatment plant. The wastewater system serves approximately 3,000 residential and commercial connections in an area that includes the City of Fort Bragg and small areas of unincorporated territory on the periphery of the City. The MID Board of Directors meets on the same schedule as the City Council and can schedule special meetings as necessary. The MID is referred to within the Budget as the "Wastewater Enterprise Fund."



## Successor Agency to Fort Bragg Redevelopment Agency

From 1986 to 2012, the Fort Bragg Redevelopment Agency carried out redevelopment projects and promoted and supported economic development and affordable housing development in the redevelopment project area, an area which generally included properties within the Central Business District, commercial and industrial lands along Main Street, and the former Georgia Pacific mill site. In early 2012, the Redevelopment Agency was dissolved (as required by A.B. 1X26) and the City Council opted to serve as the Successor Agency to the Fort Bragg Redevelopment Agency. The Successor Agency is the legal entity tasked with winding down the affairs of the former Redevelopment Agency under the supervision of an Oversight Board. The Successor Agency plays a key day-to-day role in assuring that the existing debt service and other enforceable obligations of the former Redevelopment Agency are properly paid based upon a Recognized Obligation Payment Schedule (ROPS) approved by the Oversight Board and the State Department of Finance.

## C. V. Starr Community Center

The C.V. Starr Community Center and Sigrid & Harry Spath Aquatic Facility (the "C.V. Starr Center") is a 43,000-square-foot recreation and aquatic facility that was built by the Mendocino Coast Recreation and Parks District (MCRPD), a special district providing recreational services to residents of the Mendocino Coast. The facility includes an indoor water park with an eight-lane competition pool and diving board, a leisure pool with a water slide and a 'lazy river', a cardio-fitness center and weight room, and facilities for other fitness classes and enrichment activities. In addition, the C.V. Starr Center has meeting rooms for parties and community events, and the grounds include a dog park, a skateboard park, petanque courts, and picnic/BBQ facilities.

After the C.V. Starr Center opened in 2009, MCRPD faced challenges due to insufficient operating revenues. In March 2012, the voters of Fort Bragg approved a special sales tax to fund the operation, maintenance, and capital improvements at the C.V. Starr Center. The ballot measure mandated the transfer of ownership of the C.V. Starr Center to the City of Fort Bragg and required MCRPD to allocate a portion of its property tax revenues to the City. The facility reopened under City ownership in July 2012. On August 2, 2023, the MCRPD Board unanimously voted to terminate the operating agreement of the C.V. Starr Community Center and provided the City of Fort Bragg notice to begin the process of dissolving the operating agreement immediately. During the January 22, 2024, meeting, the City Council passed a resolution for the absorption of the C.V. Starr Community Center as a city-owned and city-operated facility, which was approved to be effective on February 11, 2024.

## Broadband Infrastructure Enterprise – Mendocino Community Network (MCN)

In May 2025, the City of Fort Bragg finalized the acquisition of Mendocino Community Network (MCN)—a pivotal step in the creation of the City's Broadband Infrastructure Enterprise. Effective July 1, 2025, MCN will formally operate under City ownership and serve as the City's municipal Internet Service Provider (ISP). This initiative marks a major milestone in the City's long-term vision to expand digital equity, enhance connectivity, and improve internet affordability for residents and businesses. The City is investing \$17.45 million in the installation of a new fiber-optic broadband network, representing one of the largest infrastructure projects in Fort Bragg's recent history. Of this total investment, \$10.4 million in grant funding was secured through the California Public Utilities Commission (CPUC), supported by the federal Infrastructure Investment and Jobs Act. The remaining project costs are funded through a combination of local match, enterprise debt financing, and internal resources.

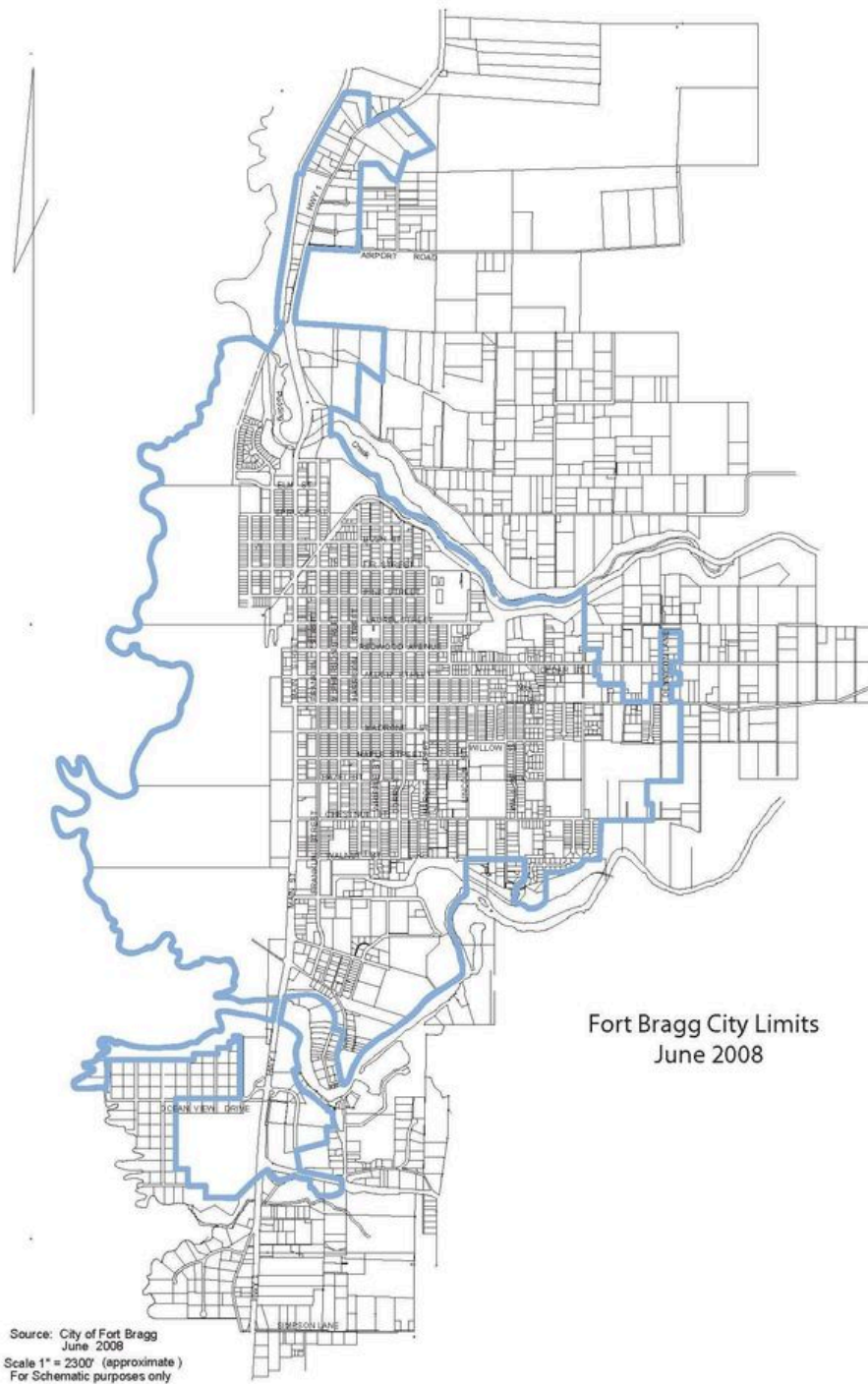
The MCN Enterprise Fund is included in the FY 2025–2026 budget and will be managed as a standalone municipal enterprise, similar to the City's Water and Wastewater Funds. This structure ensures financial transparency and allows revenues generated by broadband services to be reinvested directly into system maintenance, upgrades, and debt repayment.

With MCN operating as a publicly owned ISP, Fort Bragg will offer competitive high-speed internet services across all neighborhoods, support local businesses with affordable connectivity options, and strengthen public access to critical digital infrastructure—laying the foundation for smart city technologies and future economic growth.

This initiative directly supports the City's Strategic Plan goals related to infrastructure modernization, economic opportunity, and equitable access to essential services.







## Elected Officials



**Jason Godeke**  
*Mayor*



**Marcia Rafanan**  
*Vice Mayor*



**Tess Albin- Smith**  
*Councilmember*

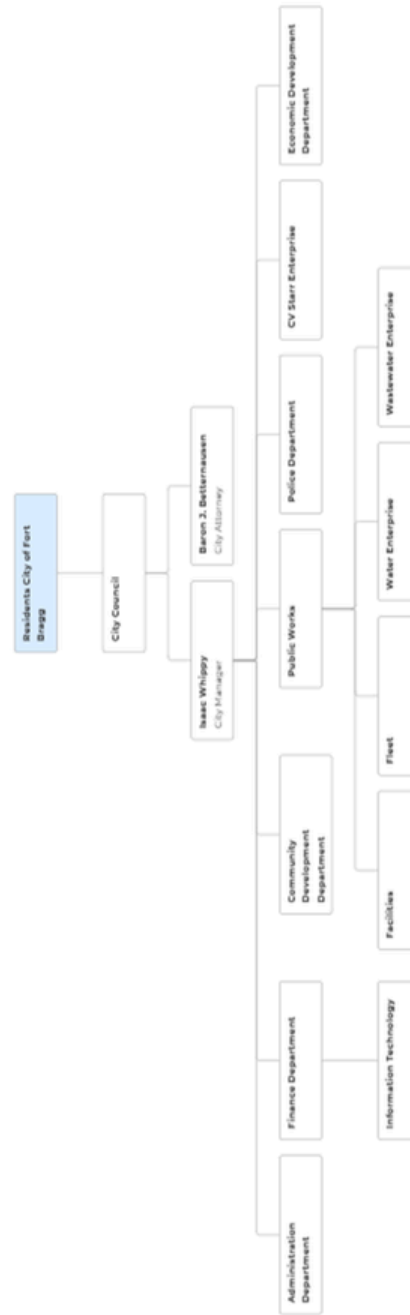


**Lindy Peters**  
*Councilmember*



**Scott Hockett**  
*Councilmember*

# City of Fort Bragg Organizational Chart



# Budget Guidelines

The annual operating budget is the primary short-term financial plan for the City and the Municipal Improvement District No. 1. The operating budget serves as the policy document to implement City Council goals and objectives. It sets forth estimates of resources available to fund services consistent with Council directives. Since no budget is an absolute accurate predictor of future events, there must be some flexibility to make adjustments during the year, provided these adjustments do not materially alter the general intent of the City Council when adopting the budget. These guidelines are intended to provide that flexibility and to establish adequate controls through budget monitoring and periodic reporting ensuring that the overall distribution of resources achieves the results intended by the City Council.

Each year, as the budget is prepared, the City Council identifies priorities to provide guidance to management in preparing the budget. Through its legislative authority, the Council approves and adopts the budget by resolution. The City Manager is responsible for proposing to the City Council an annual operating budget and a capital projects budget which are consistent with the Council's service level priorities and sound business practices. The City Manager is also responsible for establishing a system for the preparation, execution, and control of the budget which provides reasonable assurances that the intent of Council policies is met. The Finance Director is responsible for providing periodic budget status reports to the City Manager, the City Council, and Department Heads to facilitate control and compliance with the budget. Department Heads are responsible for monitoring their respective budgets for compliance with the intent of Council priorities and for ensuring that appropriations for their departments are not exceeded.

1. **Basis of Budgeting.** The City's operating and capital projects budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP) except that encumbrances are considered budgetary expenditures in the year of the commitment to purchase, and capital project expenditures are budgeted on a project length basis rather than a fiscal year. For all governmental funds, revenues and expenditures are budgeted on a modified accrual basis. For all proprietary funds, revenues and expenditures are budgeted on an accrual basis.
2. **Budget Calendar.** A budget preparation calendar is provided to Department Heads and to the City Council at the beginning of the budget process each year. The calendar sets forth dates for the review of service level priorities by the City Council at a mid-year budget workshop and a presentation of the City Manager's Adopted budget to the City Council, which should be adopted no later than the end of June.
3. **Form and Content of the Adopted and Adopted Budget.** The Adopted and adopted Budget should be presented in a form which is sufficient to allow the City Council to determine and review:
  - Provision of City Council priorities;
  - Projected revenues by major category;
  - Operating expenditures by department or program, and by fund;
  - Staffing by department;
  - Service levels;
  - Statements of objectives and accomplishments;
  - Recommendations for policy changes;
  - Capital improvement appropriations by project.

The Adopted and adopted Budget should provide a comparison with the preceding year's actual results and the current year's projected results for each category of revenue and expenditure shown in the budget. Descriptions of service levels to be provided under the Adopted and adopted Budget will be included along with statements of services reduced or eliminated and services improved or added, as compared to the current year.

4. **City Council's Budget Principles.** Each year, the Adopted and adopted Budget is developed in accordance with the Council's established budget principles:
  - Conservative revenue projections should be incorporated into the budget.
  - The City strives to balance the operating budgets of each of the City's three major funds (General Fund, Water Enterprise, and Wastewater Enterprise) such that anticipated revenues meet projected expenditure obligations.
  - Recurring annual expenditures (e.g., personnel costs, supplies, equipment, operating and maintenance costs, debt service, legal costs, audit costs, etc.) should be funded with on-going annual revenues and should not rely upon one-time revenues, reserves, or the use of unassigned fund balances.
  - If unassigned fund balances are expended, uses should be restricted to funding one-time expenditures, not on-going operations.
  - Expenditures should be contained to the maximum extent possible. To the extent that line item cost increases occur, they should be limited to purchases necessary to support existing operations, essential capital improvement projects, mandated costs, and the City's contractual obligations.
  - Each year, the budget should be prepared in accordance with the City's Fund Balance & Reserve policies and the Council should allocate specific amounts to each of the City's established reserves.
5. **Adoption of the Budget.** The City Council should adopt the budget by resolution no later than June 30 of the previous fiscal year, setting forth the amount of appropriations and authority of the City Manager to administer the



adopted budget. Unless otherwise directed, all funds that are presented in the operating budget document are subject to appropriation.

6. **Budget Amendments by the City Council.** The City Council may from time to time approve expenditures and identify funding sources not provided for in the adopted budget including those expenditures funded through unassigned fund balances.
7. **Automatic Adjustments and Re-appropriations.** Outstanding encumbrances at prior fiscal year-end will automatically be carried over to current year's budgets. Unspent appropriations that are authorized and funded by grant revenues from prior fiscal year will automatically be carried over to current year's budget. Incomplete multiple year project balances will be automatically carried over to the current year's budget.
8. **Budget Monitoring and Reporting.** The Finance Department will prepare a monthly budget report including actual expenditures and encumbrances for distribution to the City Manager and Department Heads to facilitate monitoring of the budget. The Finance Department will prepare a first-quarter and mid-year budget status report for presentation to the City Council. At a minimum, the report will include the status of General Fund revenues and expenditures, and Water, Wastewater, and C.V. Starr enterprise fund revenues and expenditures.
9. **Reserves.** Various unallocated reserves are established in the City's funds to protect the City in emergencies and times of economic uncertainty and to finance unforeseen opportunities and/or requirements. Reserve policies for various funds are described in detail in the section entitled "Fiscal Policies."





# Fiscal Policies



The City of Fort Bragg's fiscal policies are established to ensure that the finances of the City and the Municipal Improvement District No. 1 (collectively referred to as "the City") are managed in a manner that will:

- Maintain a financially viable local government that provides adequate levels of municipal services for its citizens.
- Provide financial flexibility to adapt to local and regional economic changes.
- Preserve and enhance the sound fiscal condition of the City.

## 1. Operating Budget Policies

- a. The City Council/MID Board should adopt a balanced budget by June 30 of each year. The base operating budget will be developed by realistically projecting revenues and expenditures for the current and forthcoming fiscal year. During the annual budget development process, the existing base budget will be thoroughly examined to ensure the cost-effectiveness of the services or programs provided. The annual operating budget will include the cost of operations of new capital projects. The City's operating budget will be prepared on a basis consistent with generally accepted accounting principles (GAAP) except that encumbrances are considered budgetary expenditures in the year of the commitment to purchase and expenditures for multi-year capital projects are budgeted in their entirety in the year construction commences. The remaining expenditures are carried forward in subsequent years.
- b. The City will avoid balancing the current budget at the expense of future budgets unless the use of unassigned fund balance and/or reserves is expressly authorized by the City Council.
- c. The City will develop and maintain financial management programs to ensure its long-term ability to pay the costs necessary to provide the services required by its citizens.

## 2. Budgetary Controls

- a. Adopted budget appropriations should not be adjusted subsequently unless specifically authorized by a Council/District resolution identifying the fund from which the appropriation is to be made, the amount of the appropriation, and an account number.
- b. The City Manager has the authority to approve transfers of budget appropriations within any fund budget provided:
  - Both line items are budgeted; and



- Transfers from salary accounts and benefit accounts to non-personnel accounts are not allowed.
  - c. Interfund transfers require Council/District approval.
  - d. The City Manager may review and approve change orders in accordance with established purchasing procedures. The City Manager may approve purchase orders for budgeted expenditures and un-budgeted purchase orders in accordance with established purchasing procedures.
  - e. Annually, a report estimating the year-end results will be presented to the Council following the close of the fiscal year being reported. The report will compare revenue estimates with actual collections, appropriations budgets with actual expenditures, and revenues to expenditures in major budgetary funds. This report will be followed by a presentation of the Comprehensive Annual Financial Report to the Council before January 31.
  - f. Semi-annually, at a mid-year budget session, there will be a comprehensive review of the operations to date in comparison to the existing budget. Projections of revenues and expenditures through the end of the fiscal year will be submitted to the City Council at the mid-year budget session.

### **3. Revenue Policies**

- a. The City strives to maintain a diversified and stable revenue stream to avoid over-reliance on any one revenue source.
- b. The City estimates its annual revenues by an objective, analytical process utilizing trends, judgment, and statistical analysis as appropriate. Revenue estimates are to be realistic and sensitive to both local and regional economic conditions.
- c. The City maximizes the availability of revenue proceeds through responsible collection and auditing of amounts owed to the City.
- d. The City actively pursues federal, state, and other grant opportunities when deemed appropriate. Before accepting any grant, the City should consider the implications in terms of ongoing obligations that will be required in connection with acceptance of the grant.
- e. The City seeks reimbursement for mandated costs whenever possible.
- f. User fees are reviewed annually for potential adjustments to recover the full cost of services provided, except when the City Council determines that a subsidy is in the public interest. The City's user fee policy:
  - Imposes user fees when appropriate to capture the cost for the delivery of services and goods; and
  - Attempts to establish levels of cost recovery that support all costs including administrative overhead and depreciation; and
  - Determines the minimum frequency of user fee reviews.
- g. General Fund revenues are pooled and allocated according to Council goals and established policy.
- h. Grant revenue is recognized when eligible expenditures have been incurred against a fully executed grant agreement. Such accrued revenue is considered available even if it is not received within 60 days of year-end. This method provides improved reporting and control at the program level because it appropriately matches funding sources and uses.
- i. Enterprise funds and other legally-restricted sources are allocated according to their respective special purposes.
- j. One-time revenues should be used for one-time expenditures only, including capital outlay and reserves.

### **4. Expenditure Policies**

- a. The City strives to maintain levels of service, as determined by the City Council, to provide for the public well-being and safety of the residents of the community.
- b. The City strives to maintain employee benefits and salaries at competitive levels with local labor markets.
- c. Fixed assets should be maintained and replaced as necessary and deferred maintenance should be minimized. A facilities maintenance reserve is maintained to provide for timely maintenance and replacement of fixed assets.
- d. The City should use technology and productivity enhancements that are cost effective and help to reduce or avoid increased personnel costs.
- e. Surplus fund balances (and working capital in enterprise funds) may be used to increase reserves, fund Capital Improvement Projects, fund capital outlay, or be carried forward to fund one-time special project/program expenses.

### **5. Utility Rates and Fees**

- a. Water and sewer utility customer rates and fees are reviewed and adjusted annually, if necessary.
- b. All utility enterprise funds are operated in a manner similar to private enterprise. As such, the City Council sets fees and user charges for each utility fund at a level that fully supports the total direct and indirect cost of the



activity, including depreciation of assets, overhead charges, and reserves for unanticipated expenses and capital projects.

## 6. Capital Budget Policies

- a. The City has a Five-Year Capital Improvement Program (CIP) that is designed to construct and maintain infrastructure to support existing residences and businesses and future development. The CIP identifies the estimated cost of each project including administration, design, development and implementation, and operating costs once the projects are completed. The CIP identifies potential funding sources for each adopted capital project. When appropriate, the CIP identifies outside funding sources such as state and federal funds, and leverages these funding sources with public money to help meet the highest priority community needs.
- b. The funding for the first year of each five-year CIP is appropriated as a component of the annual operating budget.
- c. Funding for future projects identified in the five-year CIP which has not been secured or legally authorized is subject to change.

## 7. Debt Management Policy

- a. The City Council has adopted guidelines and policies intended to guide decisions related to debt issued by the City. Debt issuance should be evaluated on a case-by-case basis and considered within the context of the City's overall capital structure and policy objectives. Adherence to the debt management policy is essential to ensure that the City maintains a sound debt position and to protect the credit quality of its debt obligations. The full text of the City's Debt Management Policy is presented in the Debt Service section of the budget. Key components of the City's Debt Management Policy are:
  - The City will limit long-term debt to only those capital improvements or long-term liabilities that cannot be financed from current revenue sources.
  - The City will utilize debt financing for projects that have a useful life that can reasonably be expected to exceed the period of debt service for the project.
  - The City will strive to maintain or improve the City's bond rating.
- b. The City may utilize interfund loans rather than outside debt to meet short-term cash flow needs. If interfund loans are undertaken, formal promissory notes are prepared and interest is charged as required by the City's Interfund Loan Policy.

### a. Interfund Loan Policy

- b. City Council approval by resolution is required for any interfund loan. All interfund loans must be documented by formal agreements that specify the terms and conditions.
- c. All interfund loans are interest bearing and the amount of interest to be paid on the loan must be at least equal to the investment earnings the fund making the loan would have received had the loan not occurred.
- d. The term of an interfund loan is established by the City Council and typically should not exceed five years.
- e. The interfund loan is callable by the lending fund if needed to ensure that the lending fund has sufficient operating funds.
- f. All interfund loan proposals require a feasibility analysis demonstrating that:
  - The borrowing fund has the capacity to repay the debt;
  - The lending fund has the capacity to lend the funds, beyond its own operating and capital needs; and
  - The loan does not violate any debt covenants or other provisions of the borrowing and lending funds.
- f. As part of the due diligence, each interfund loan proposal must demonstrate that the loan can be repaid. It is important to avoid masking an operating deficiency in one fund with an interfund loan from another fund. This is the centerpiece of the policy, which seeks to avoid loans that fail the fundamental test of performance (repayment) under the contract.
- If a feasibility analysis does not show that the loan can be safely repaid, the appropriate recommendation may be a revenue enhancement or another correction of the underlying reason for the funding deficiency. An alternative financing recommendation may be a fund balance donation.
- f. There is no prepayment penalty on an interfund loan. Interest is to be paid quarterly, and principal payments are subject to the feasibility analysis of cash projections.





- g. The interest expense paid on interfund loans is to be treated as user fund expense, while the interest income is to be treated as interest revenue to the loaning fund.

## 9. Fund Balance & Reserve Policies

- a. The City's Fund Balance & Reserve policies are intended to ensure the continued financial well-being of the City by planning for unanticipated emergency and contingency needs. The City Council periodically reviews and updates these guidelines to ensure that the City has sufficient resources to adequately provide for emergencies, economic uncertainties, unforeseen operating or capital needs, economic development opportunities, and cash flow requirements.
- b. The City Council may direct any portion of its General Fund, Water Enterprise Fund, or Wastewater Enterprise Fund revenue that is not required to balance the annual operating budget to one or more of the following reserves, subject to consistency with the allowable uses of the enterprise funds.
- c. **General Fund Reserves.**
  - o General Fund Operating Reserve: The City will maintain an unrestricted fund balance of at least 15% to 20% of the annual operating expenditures in the General Fund, as an "Operating Reserve" to ensure liquidity of the General Fund and to ensure adequate cash flow throughout the year. This reserve is necessary to accommodate fluctuations in the timing of expenditures and the receipt of revenues. The reserve is a committed fund balance and may be tapped into, with Council authorization, for unforeseen operating or capital needs. In FY 2024/25 the reserve is funded at 20%.
  - o Litigation Reserve: The City will maintain a Litigation Reserve to cover unforeseen legal expenses, including unbudgeted legal, defense, and settlement costs that are not covered by the City's insurance pool. The Litigation Reserve is replenished each year through the budget process. The City Manager shall approve all charges against this reserve and, on a quarterly basis, the Finance Director shall report to the City Council the amount and types of litigation that have been funded by the Litigation Reserve. In FY2024/25 the reserve is funded at \$200k.
  - o Recession Reserve: The General Fund will maintain a Recession Reserve to stabilize the delivery of City services during periods of severe operational budget deficits and to mitigate the effects of major unforeseen changes in revenues and/or expenditures as typically experienced during times of recession. The fund is established at an amount equivalent to 10% of the City's annual operating budget. City Council approval is required before expending any portion of this committed fund balance.
- d. **Water, Wastewater (Municipal Improvement District #1), and C.V. Starr Enterprise Capital Reserves.** The City maintains capital reserves in the Water, Wastewater, and C.V. Starr Enterprise Funds to provide for future capital projects and unanticipated emergencies. Each year, all unrestricted net position in the Enterprise Funds in excess of 25% of the prior year's operating expenditures is transferred to these reserves. The 25% that is retained in the Enterprise Fund functions as an Operating Reserve.
  - o Recession Reserve: The Water Enterprise and the Wastewater Enterprise will each maintain a Recession Reserve for the purpose of stabilizing the delivery of City services during periods of severe operational budget deficits and to mitigate the effects of major unforeseen changes in revenues and/or expenditures as typically experienced during times of recession. The fund is established at an amount equivalent to 10% of each Enterprise Fund's operating budget. City Council approval is required before expending any portion of this committed net position.
- e. **Internal Service Fund Reserves.** Each year, the unrestricted net position in each of the City's Internal Service Funds is held in reserve within the Internal Service Fund. These reserves are intended to help pre-fund large purchases and repairs and avoid big annual swings in funding needs.
  - o Facility Repair & Maintenance Reserve. The reserve is funded based on an analysis of expected repairs and useful lives of the buildings and equipment funded by the Facilities Repair & Maintenance Internal Service Fund. A ten-year Facilities Maintenance & Repair Plan which provides guidance for establishing the required annual contributions to the Facility Maintenance & Repair reserve has been established. The plan is adjusted annually as part of the budget preparation process.
  - o Fleet & Equipment Services Reserve. The City maintains a reserve in the Fleet & Equipment Services Internal Service Fund to enable the timely replacement of vehicles and depreciable equipment. A ten-year Vehicle and Equipment Replacement Plan has been established.
  - o Information Technology (I.T.) Reserve. The City maintains a reserve in the Technology Maintenance & Replacement Internal Service fund to enable the timely replacement of depreciable equipment. A five-year I.T. long-term plan has been established.
- f. **Debt Service Reserves.** Reserve levels for Debt Service Funds are established and maintained as prescribed by the bond covenants authorized at the time of debt issuance.
- g. **Unfunded Liabilities.** Prepayments made against unfunded liabilities may lower the unfunded liability and result in significant savings in the long term. Each year 50% of any realized year-end surplus shall be applied to the City's two unfunded liabilities. Priority shall be given to the CalPERS plan unfunded liability over the OPEB plan unfunded



liability. Any payment of unfunded liabilities shall be considered a one-time payment and will not be included in the calculation of the City's operating deficit/surplus:

- CalPERS. The City continues to accrue liabilities relating to the California Public Employees' Retirement System pension plan provided to its employees.
- OPEB Trust Fund. The City maintains an irrevocable trust fund for retiree medical benefit obligations.
- Section 115 Trust. The City maintains a trust for future CalPERS liabilities. Assets in the Section 115 Pension Trust may be used only for pension-related costs and at the direction of the City Council. Once the targeted funding level is reached, the earnings on the assets in the Trust may be applied to offset a portion of the City's annual pension contributions to CalPERS or make additional discretionary payments to CalPERS.

## 10. Investment Policy

The complete investment policy is presented at the end of the Policy Section of the City's Budget. Key components of the City's investment policy are:

- a. The Finance Director/City Treasurer annually renders an investment policy for City Council's review and modification as appropriate. The review must take place at a public meeting and the policy must be adopted by resolution of the City Council.
- b. City funds and the investment portfolio should be managed in a prudent and diligent manner with emphasis on safety, liquidity, and yield, in that order. Reports on the City's investment portfolio and cash position are developed by the Finance Director/City Treasurer and reviewed by the Finance & Administration Committee and the City Council at first quarter, mid-year and fiscal year end.
- c. Generally Accepted Accounting Principles require that differences between the costs of the investment portfolio and the fair value of the securities be recognized as income or losses in a government's annual financial report. These variances should not be considered as budgetary resources or uses of resources unless the securities are sold before maturity or the values of the investments are permanently impaired.

## 11. Accounting, Auditing, and Financial Reporting Policies

- a. The City's accounting and financial reporting systems are maintained in conformance with generally accepted accounting principles as they apply to governmental accounting.
- b. An annual audit will be performed by an independent public accounting firm with the subsequent issuance of a Comprehensive Annual Financial Report, within seven months of the close of the previous fiscal year.
- c. Periodic financial and status reports will be submitted to the City Council and be made available to the public.

## 12. Asset Forfeiture Expenditure Policy

- a. *Asset Forfeiture Discretionary Funds*
  - Expenditures under \$5,000 may be decided by the Police Chief.
  - Expenditures of between \$5,000 and \$10,000 require approval of the City Manager. Expenditures over \$10,000 require approval of the City Council and the Asset Forfeiture budget will be amended at the time of approval.
  - Staff reports to the City Council will be provided on significant Asset Forfeiture expenditures identified by the City Manager.
- b. *Asset Forfeiture Education Funds*
  - Expenditures must meet the mandated education and prevention guidelines.
- c. *Year-End Reporting*
  - Prior to the close-out of each fiscal year, a report listing all Asset Forfeiture Discretionary and Education Fund expenditures will be brought forward to the Finance & Administration Committee for review. Line item budget appropriations, as necessary, will be agendaize for City Council action.

## 13. Payment of Employee Compensation Costs

- a. **City Employee Compensation.** The City strives to attract and retain the best talent to manage the City and serve Fort Bragg residents and businesses. The City accomplishes this by offering attractive and competitive salaries and benefits that reflect the value of the various jobs, the duties, level, and responsibility of each position, and the fiscal condition of the City. Compensation information specific to each employee group is summarized below.
- b. **City Manager Duties and Compensation.** The City of Fort Bragg is a general law city with a Council-Manager form of government. Fort Bragg Municipal Code Section 2.16.050 establishes that the City Council is the appointing authority for the City Manager and City Attorney. All other positions are appointed by the City Manager. The City Manager's terms of employment, including compensation and benefits, are established by an employment agreement authorized by Council resolution.
- c. **City Attorney Services.** The City Attorney is not a City employee. City Attorney services are provided in accordance with a professional services agreement. Funds for the City Attorney's services are included in the Administrative Services Department.



- d. **Executive Management (Department Head) and Mid-Management Compensation.** The terms of employment for Executive and Mid-Management classifications, including compensation and benefits, are established by Council resolution.
- e. **Non-Management Employee Compensation.** The City of Fort Bragg has two non-management employee groups.
  - o The Fort Bragg Employee Organization (FBEO) represents all City non-exempt employees other than Safety Employees and Confidential and Non-Bargaining employees. The FBEO is affiliated with the Service Employees International Union (SEIU). Compensation and benefits are negotiated and documented in a Memorandum of Understanding (MOU).
  - o The City's Safety Employees are represented by the Fort Bragg Police Association (FBPA), an unaffiliated employee organization. Compensation and benefits are negotiated and documented in a Memorandum of Understanding (MOU).
- f. **Compensation and benefits of employees** not represented by the FBEO and FBPA are established by Council resolution.
- g. **Additional Sources of Information.** The current employment agreements, resolutions, and MOUs noted above can be found on the City's website.

#### 14. **Pension Policy**

- a. **Actuarially Determined Contributions:** Each fiscal year, the City will contribute to CalPERS the amount determined by CalPERS actuaries to be the minimum required employer contribution for that year. The minimum contribution consists of two components, normal cost and unfunded accrued liability (UAL). The normal cost is expressed as a rate that is applied to pensionable payroll costs and reflects the cost of pension benefits earned by employees in the current fiscal year. The UAL payment is a flat dollar amount that represents a portion of the cost of past benefits earned by employees, but for which, because of deviations in actual experience and changes in assumptions about investment performance, the normal cost rates established for those prior years has been determined to be insufficient to provide the promised retirement benefit. The CalPERS actuaries recalculate the total UAL each year and an updated multi-year amortization schedule is provided to show the projected annual minimum payments.
- b. **Annual UAL Prepayment:** CalPERS offers the option to make monthly payments on the UAL or prepay the entire annual amount at a discounted level by the end of July. The City will prepay its annual obligation each year to achieve budgetary savings.
- c. **Section 115 Pension Trust:** The City will establish and maintain a pension stabilization fund in the form of a Section 115 Pension Trust. The targeted funding level for this fund is the City Council policy that fifty percent (50%) of any surplus in the General Fund at year-end will be used to reduce the current UAL. Assets in the Section 115 Pension Trust may be used only for pension related costs and at the direction of the City Council. Once the targeted funding level is reached, the earnings on the assets in the Trust may be applied to offset a portion of the City's annual pension contributions to CalPERS or make additional discretionary payments to CalPERS.
- d. **Targeted Funding Level:** The City's goal is to achieve and maintain a funded status for each of its plans of between 90% and 100%. A funded status of 100% signifies that the City's pension assets with CalPERS match its accrued liabilities.
- e. **Additional Discretionary Payments:** CalPERS allows member agencies to make additional discretionary payments at any time and in any amount, which would serve to reduce the UAL and future required contributions. The City will consider this option in the context of its annual evaluation of reserve levels and budgetary requirements.
- f. **Transparency and Reporting:** Funding of the City's pension plans should be transparent to vested parties including plan participants, annuitants, the City Council, and Fort Bragg residents. In order to achieve this transparency, the following information shall be available:
  - a. Copies of the annual actuarial valuations for the City's CalPERS plans.
  - b. The City's Comprehensive Annual Financial Report shall be published on the City's website. This report includes information on the City's annual contributions to the pension system and its funded status.
  - c. The City's annual operating budget shall include the City's contributions to CalPERS.
- l. **Pension Obligation Bonds (POBs):** POBs or a similar debt issuance such as Lease Revenue Bonds (LRBs) used to make payments towards the City's UAL are tools that can be used to provide an additional discretionary payment to CalPERS upon the determination that the cost to borrow the funds for the payment is less than continuing to make the projected prescribed UAL payments at the current discount rate. If the City issues POBs or LRBs, the following guidelines will apply:
  - a. Expert advice and analysis by actuaries and municipal advisors will be utilized to stress test the risk of a market crash and threshold at which the City would be worse off issuing POBs or LRBs versus not.
  - b. The interest rate on the POBs or LRBs shall be at least 2.5% less than the current CalPERS discount rate.



- c. The final maturity date for the POBs or LRBs will be no more than the current term of the UAL.
- d. The POBs or LRBs structure will contain an early call provision.
- g. Review of Funding Policy: Funding a defined pension plan requires a long-term horizon. As such, the City will review this policy at least every five years to determine if changes to this policy are needed to ensure adequate resources are being funded to the UAL.



# Investment Policies



## Introduction

The City Council of the City of Fort Bragg recognizes its responsibility to properly direct the investment of funds for the City and its component units. The purpose of this Investment Policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes. Related activities that comprise good cash management include accurate cash projections, the expeditious collection of revenue, cost-effective banking relations, and the control of disbursements.

## Scope

This policy covers the investment activities of all contingency reserves and inactive cash under the direct authority of the City of Fort Bragg and Municipal Improvement District #1. Policy statements outlined in this document focus on the City of Fort Bragg's pooled funds but also apply to all other funds under the City Treasurer's span of control unless exempted by resolution or statute. Investments for the City and its component units will be made on a pooled basis including, but not limited to, the City of Fort Bragg, Municipal Improvement District #1, and Fort Bragg Redevelopment Successor Agency. The City's Comprehensive Annual Financial Report identifies the fund types involved as follows:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Trust Funds
- Miscellaneous Special Funds
- Any new funds created by the City Council unless specifically exempted.

Investments of bond proceeds will be held separately when required by the bond indentures or when necessary to meet arbitrage regulations. If allowed by the bond indentures, or if the arbitrage regulations do not apply, investments of bond proceeds will be held as part of the pooled investments.

## Prudence

Section 53600.3 of the California Government Code identifies as trustees those persons authorized to make investment decisions on behalf of a local agency. As a trustee, the standard of prudence to be used shall be the "prudent investor" standard and shall be applied in the context of managing the overall portfolio. The trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.



It is the policy of the City Council that investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk changes or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

## Investment Objectives

Section 53600.5 of the California Government Code outlines the primary objectives of a trustee investing public money. The primary objectives, in order of priority, of the City's investment activities shall be:

- **Statutory compliance.** To assure compliance with all federal, state, and local laws governing the investment of monies.
- **Safety.** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- **Liquidity.** The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated.
- **Return on investment.** Investment return becomes a consideration only after the basic requirements of safety and liquidity have been met. The City Treasurer shall attempt to realize a yield on investments consistent with California statutes and the City's Investment Policy.

The City Treasurer shall strive to maintain the level of investment of all contingency reserves and inactive funds as close to one hundred percent (100%) as possible. While the objectives of safety and liquidity must first be met, it is recognized that portfolio assets represent a potential source of significant revenues. It is to the benefit of the City that these assets be managed to realize a yield on investments consistent with California statutes and the City's Investment Policy.

## Duties and Responsibilities

The management of inactive cash and the investment of funds is the responsibility of the City Treasurer (or his/her designee) as directed by the City Council. Under the authority granted by the City Council, no person may engage in an investment transaction covered by the terms of this policy unless directed by the City Treasurer or designee.

In the execution of this delegated authority, the City Treasurer may establish accounts with qualified financial institutions and brokers/dealers for the purpose of effecting investment transactions in accordance with this policy. In selecting financial institutions, the creditworthiness of institutions shall be considered and the City Treasurer shall conduct a comprehensive review of prospective depository's credit characteristics and financial history.

A written copy of this Investment Policy shall be presented to any person offering to engage in an investment transaction with the City. Investments shall only be made with those business organizations (including money market mutual funds and local government investment pools), which have provided the City certification of having received and reviewed the City's Investment Policy.

The City Treasurer may designate in writing a Deputy City Treasurer who, in the absence of the City Treasurer, will assume the City Treasurer's duties and responsibilities. The City Treasurer shall retain full responsibility for all transactions undertaken under the terms of this policy.

## Ethics and Conflict of Interest

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment recommendations and decisions. Investment officials and employees shall make all disclosures appropriate under the Fair Political Practices Act and may seek the advice of the City Attorney and the Fair Political Practices Commission whenever there is a question of personal financial or investment positions that could represent potential conflicts of interest.

## Collateralization

When required by California statute or this Investment Policy, any investment capable of being collateralized shall be collateralized by the required amounts imposed by law. To give greater security to the City's investments, when an investment is collateralized and not perfected under existing law, an attempt to perfect the collateralization should be made.

## Authorized Investments

The City Treasurer may invest City funds in the following instruments as specified in the California Government Code Section 53601 and as further limited in this policy.

Federally insured bank/ time Certificates of Deposit (CDs): Certificates of Deposit shall not exceed five years to maturity. Investments in Certificates of Deposit and Checking Accounts shall be fully insured up to the amount allowed per account by the Federal Deposit Insurance Corporation or the National Credit Union Administration. Furthermore, the combined investments in Certificates of Deposit and Prime Commercial Paper, if a private sector entity is used, shall not exceed, in total, more than fifty percent (50%) of the portfolio.





U.S. Treasury Bills, Notes, and Bonds: Obligations of the U.S. Government and its agencies or those for which the full faith and credit of the United States are pledged for payment of principal and interest. The maximum maturity length shall not exceed five years.

General Obligations of any State or local political subdivision: Must be rated A.A./Aa/A.A. or higher by one of the following: Standard & Poor's, Moody's, or Fitch.

Repurchase Agreements: Repurchase Agreements with a maximum maturity of one year. Repurchase Agreements may not exceed five percent 5% of the portfolio. The market value of securities that underlay a Repurchase Agreement shall be valued at one hundred two percent 102% or greater of the funds borrowed against those securities.

Money Market/Mutual Funds: Money Market or Mutual Fund investments holding only U.S. Treasury and Government Agency obligations and cash.

Local Agency Investment Fund (LAIF): Local Agency Investment Fund (LAIF) of the State of California. Investments will be made in accordance with the laws and regulations governing those Funds.

Investment Trust of California (CalTRUST): Investments in CalTRUST will be made in accordance with the laws and regulations governing those funds.

New Securities: New types of securities authorized by California law, but which are not currently allowed by this investment policy, must first be approved by the City Council.

## Unauthorized Investments / Investment Activities

Instruments not expressly authorized are prohibited. In accordance with California Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited, as are derivatives. In addition, and more generally, investments are further restricted as follows:

- No investment will be made in any security that could result in zero interest accrual if held to maturity.
- No investment will be made that could cause the portfolio to be leveraged.
- Purchases of investments on margin will not be made.

## Investment Strategy

Pooled Investments: A buy-and-hold strategy will generally be followed; that is, investments once made will usually be held until maturity. A buy-and-hold strategy will result in unrealized gains or losses as market interest rates fall or rise from the coupon rate of the investment. Unrealized gains or losses, however, will diminish as the maturity dates of the investments are approached or as market interest rates move closer to the coupon rate of the investment. A buy-and-hold strategy requires that the portfolio be kept sufficiently liquid to preclude the undesired sale of investments prior to maturity. Occasionally, the City Treasurer may find it advantageous to sell an investment prior to maturity, but this should only be on an exception basis and only when it is in the best interest of the City.

Investments Held Separately: Investments held separately for bond proceeds will follow the trust indenture for each issue.

## Diversification

The portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions. In addition to the limitations on specific security types indicated in this Investment Policy, and with the exception of U.S. Treasury/Federal agency securities and authorized pools, no more than five percent 5% of the City's portfolio will be placed with any single issuer.

## Internal Controls

The City Manager and the Finance Director are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. Due to the need to preserve the segregation of duties and check and balance, all outgoing wire transfers shall be confirmed by the bank with a second person prior to the completion of the transfer.

## Reporting

Sections 53607 and 53646 of the California Government Code allow the City Council, at its discretion, to require reports meeting the standards set forth in these sections, as well as any additional information desired. A report for pooled investments will be made to the City Council at the mid-year budget review session and at a public meeting following the close of the fiscal year.

## Investment Policy Review and Adoption

Section 53646(a) (2) of the California Government Code allows the City Treasurer to render a statement of investment policy to the City Council and the Finance Committee and recommends that one be presented each year. Therefore, the City's investment policy and any modifications thereto shall be considered no less often than annually at a public meeting. Adoption of the investment policy and any changes must be made by resolution of the City Council.



# America Rescue Plan Act

## AMERICAN RESCUE PLAN ACT (ARPA) USAGE

The City was allocated \$1.7 million in ARPA funds; with equal payments of \$872,081 each received in FY 2021 and FY 2022. Per ARPA guidelines, the City must obligate (appropriate and/or encumber through contractual agreements) these funds by December 31, 2024 and spend them down fully by December 31, 2026. Any uncommitted or unspent funds after these deadlines are subject to be returned to the federal government. Also, while there was discussion at the Federal level of “clawing back” unspent and uncommitted ARPA funds as part of the debt ceiling negotiations, such a proposal was not included in the final approved bill and the City’s ARPA funds are safe for now.

Additionally, per US Treasury guidance, ARPA funds may be used for the following purposes in order to support recovery from the pandemic and fiscal stability and resiliency:

1. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic.
2. Support public health expenditures, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
3. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector
4. Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet

Using ARPA funds to replace lost public sector revenue provides cities the most flexibility in how they can use the funds; with little prohibitions on use other than reserve replenishment, debt payments, pension paydowns, or tax deferrals. Initially though, when the US Treasury released its Interim Final Rule on ARPA, a very complex formula and set of factors were required to calculate a city’s level of pandemic-related revenue loss. However, in the Final Rule released in late January 2022, cities may now claim a standard revenue loss of up to \$10.0 million (without calculation) and use their ARPA allocations up to that amount to provide any service traditionally provided by local governments. This is analogous to the Standard Deduction on one’s personal taxes and reduces compliance reporting significantly. As such, it is welcome news to smaller agencies with limited staffing as it relieves them from having to perform the complex revenue loss calculation. It is especially beneficial to the City of Fort Bragg, which received under the \$10.0 million minimum revenue loss allowance. Thus, this affords the City the greatest flexibility in broadly using its ARPA funds to provide government services. The City may still chose to fully or partially use its ARPA allocations in the other allowable areas shown above, but there is now no federal requirement to do so.

The City Council approved the strategic allocation of **American Rescue Plan Act (ARPA)** funding to support key community priorities identified through the City’s Strategic Plan and public engagement. These investments reflect Fort Bragg’s commitment to recovery, resilience, and long-term community benefit:

- **Affordable Housing Initiatives – \$800,000**

Funding supports the development, preservation, and rehabilitation of affordable housing to address local housing needs and promote housing stability.

- **Business Assistance Programs – \$800,000**

Funds are directed toward the Fort Bragg Business Boost Program and related economic development initiatives that provide access to capital, support business retention and expansion, and foster a stronger local economy.





- **Public Safety – \$40,000**

Supports the **Homeward Bound Program (2024–2026)**, which connects individuals experiencing homelessness with transportation assistance to return to a stable housing situation with family or support networks.

- **Investment in Technology Upgrades – \$100,000**

Enables modernization of City systems and infrastructure, improving efficiency, digital service delivery, and internal operations.

- **Public Art & Beautification (Murals Program)**

Funding expands the City's mural initiative to enhance public spaces, promote cultural expression, and build community identity through accessible, place-based art.



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# **ALL FUND SUMMARY**

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## Summary

The City of Fort Bragg is projecting \$87.79M of revenue in FY2026, which represents a 22.7% increase over the prior year. Budgeted expenditures are projected to increase by 13.9% or \$11.25M to \$91.87M in FY2026.

The City of Fort Bragg's **All Fund Summary** reflects the full financial picture across all governmental and enterprise funds, including the General Fund, capital projects, enterprise utilities, internal service funds, and special revenue funds. The past few years have shown significant shifts in both revenues and expenditures, driven by expanded capital improvement efforts, new revenue sources, and conservative fiscal management.

### FY 2024 Performance Snapshot

In FY 2024, the City experienced better-than-anticipated financial results:

- Actual revenues totaled \$42,188,040, representing a 17% increase over budgeted projections.
- Actual expenditures totaled \$43,170,885, which marked a 6% decrease from the projected total.

This favorable variance was largely due to a combination of increased grant reimbursements, improved local tax performance, and unspent allocations on delayed capital projects. The result was a stronger year-end financial position and improved fund balances across several major funds.

### FY 2025/26 Budget Projections

For FY 2025/26, the All Funds budget reflects a significant expansion:

- Revenues are budgeted at \$51,995,266, a 23% increase over the prior year.
- Expenditures are projected at \$58,202,950, reflecting a 35% increase.

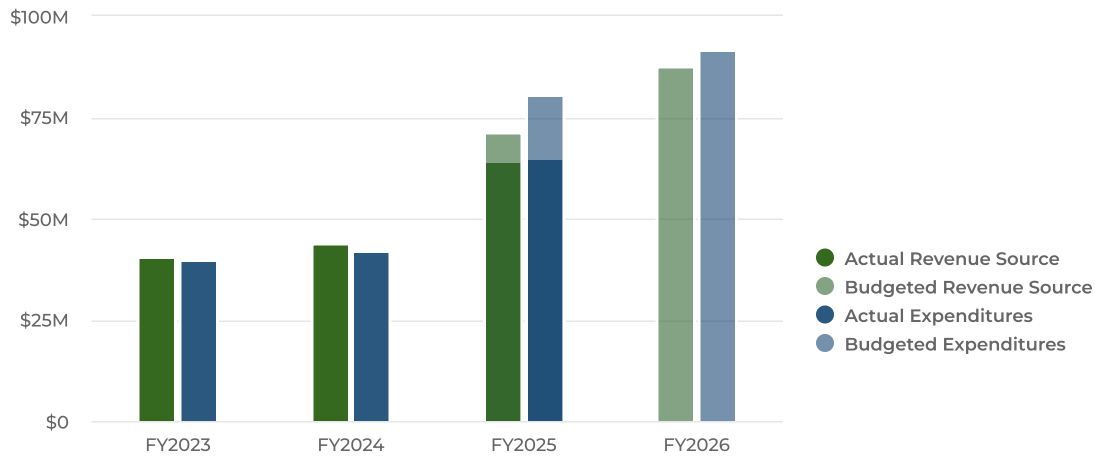
This growth is driven by several key factors:

- New General Fund revenues generated from Measure T and Measure U, which increase local sales and transient occupancy taxes respectively, providing critical support for essential city services and economic recovery.
- A substantial increase in capital improvement funding, including \$19.9 million in grant-funded projects. Notable grant-funded initiatives include:
  - \$8.4 million Broadband Grant to support the build-out of the City's municipal fiber utility
  - \$5.5 million for Water Treatment Plant and Raw Water Line engineering
  - \$1.8 million for Bainbridge Park enhancements

These funds support the City's strategic infrastructure priorities, sustainability goals, and long-term economic development.

The FY 2025/26 All Fund Budget reflects a positive and proactive financial outlook for the City of Fort Bragg. With increased revenue projections and targeted capital investments, the City is positioning itself for long-term fiscal sustainability while enhancing service delivery and infrastructure. The results from FY 2024, showing increased actual revenues and reduced expenditures, underscore the City's commitment to strong financial stewardship.

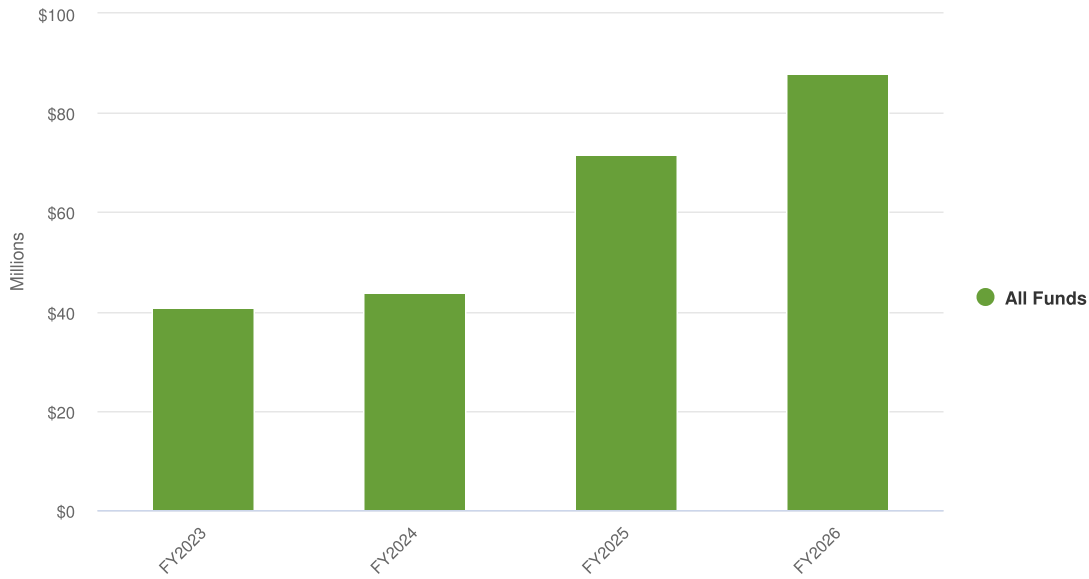
Looking ahead, the City will continue to pursue grant opportunities, maintain prudent budget practices, and ensure alignment with Strategic Plan goals to meet the evolving needs of the Fort Bragg community.



## Revenue by Fund

The summary of revenues for the All Fund Summary fund for the years 2023, 2024, and 2025 indicates a mix of increases and decreases across the top three categories. In the Water Enterprise Fund, revenues decreased by 12% in 2023 to \$9,020,486, but then it saw a significant 81% increase in 2024 to \$16,339,091. This trend is expected to continue in the upcoming 2025 budget with a 17% increase to \$19,170,611. Similarly, the Special Revenue Fund-Grants category saw a 9% increase in 2023 to \$4,700,803, followed by a significant 185% increase in 2024 to \$13,415,066. This trend is expected to continue with a 14% increase in the 2025 budget to \$15,337,609. The General Fund, on the other hand, experienced a 42% increase in 2023 to \$11,868,949, followed by a smaller 4% increase in 2024 to \$12,370,830. However, in the upcoming 2025 budget, there will be a 2% decrease to \$12,095,492. These changes demonstrate the city's efforts to manage and allocate funds effectively to support the community's needs.

## Budgeted and Historical 2026 Revenue by Fund



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Adopted	FY2025 Estimated YE	FY2026 Adopted
All Funds					
General Fund					
General Fund	\$11,868,949	\$14,501,072	\$12,238,552	\$13,003,951	\$14,379,189
Economic Stabilization Reserve	\$0	\$664,150	\$0	\$0	\$0
Total General Fund:	\$11,868,949	\$15,165,222	\$12,238,552	\$13,003,951	\$14,379,189
Special Revenue Fund- Restricted					
General Plan Maint Fee Fund	\$7,935	\$39,300	\$18,000	\$21,337	\$20,000
Housing Trust Fund	\$2,090	\$3,948	\$500	\$3,000	\$2,500
Permanent Local Housing PLHA	\$2,400,000	\$106,856	\$0	\$0	\$0
Parking	\$974	\$1,852	\$0	\$1,900	\$1,500
Parking In Lieu Fees	\$0	\$61,570	\$0	\$0	\$0
Parkland Monitoring/Reporting	\$3,598	\$6,817	\$0	\$6,817	\$6,000
Tobacco License Fee	\$3,375	\$4,029	\$0	\$4,172	\$4,172
St Mandated Disab Access Fee	\$4,230	\$5,049	\$0	\$1,200	\$5,200
Cops Ab1913 Allocation	\$227,932	\$123,498	\$170,229	\$194,663	\$194,663
Cdbg Program Income PI	\$108,554	\$304,697	\$110,000	\$14,376	\$14,376
Police Asset Seizure Revenue	\$573,930	\$44,450	-\$6,657	\$86,997	\$27,000
Successor Agency	\$438,024	\$452,782	\$381,736	\$648,613	\$648,613
LMIH Successor Agency	\$5,135	\$2,289,494	\$4,000	\$9,000	\$7,000
Construction/Demo Ordinance	\$94,493	\$18,876	\$1,000	\$0	\$0
Gas Taxes - HUTA	\$205,167	\$174,884	\$224,486	\$224,260	\$224,642
Gas taxes- RMRA	\$157,799	\$1,005,734	\$582,929	\$182,929	\$594,432
Stp D1 Streets & Hwys Alloc	\$0	\$0	\$232,951	\$0	\$0
Traffic & Safety	\$4,325	\$1,885	\$0	\$1,055	\$1,076
Dist Sales Tax-Street Repair	\$1,238,734	\$1,108,102	\$1,150,535	\$1,238,179	\$1,263,469



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Adopted	FY2025 Estimated YE	FY2026 Adopted
Fire Tax - Fire Equip. Fund	\$60,412	\$57,463	\$58,324	\$52,905	\$56,974
Caspar JPA With County	\$107,210	\$45,384	\$59,000	\$71,479	\$72,631
SB 1383 C&S	\$45,172	\$95,550	\$45,172	\$22,813	\$22,813
Fire Facilities Capacity Fee		\$0	\$0	\$162,000	\$0
Police Facilities Capacity Fee		\$0	\$0	\$2,900	\$0
Storm Drain Capacity Fee		\$0	\$0	\$8,276	\$0
Total Special Revenue Fund- Restricted:	\$5,689,089	\$5,952,219	\$3,032,205	\$2,958,870	\$3,167,062
Special Revenue Fund- Grants					
MCOG OWP Funding	\$6,710	\$71,753	\$0	\$0	\$0
Dept.WaterResources - Prop84	\$0	\$1,348,334	\$11,272,000	\$14,686,031	\$9,350,456
HCD HOME	\$0	\$1,963	\$0	\$0	\$0
Other State Grants	\$0	\$598,031	\$2,788,581	\$649,951	\$2,389,250
Other Federal Grants	\$43,221	\$140,883	\$0	\$0	\$0
CDBG 2016 SuperNOFA Grant	\$0	\$0	\$0	-\$10,400	\$8,400,000
Other Small Grants	-\$3,575	\$775	\$0	\$0	\$204,483
CDBG 2017	\$2,950,837	\$0	\$0	\$0	\$0
CDBG 2020	\$445,517	\$779,927	\$977,028	\$1,173,868	\$0
CDBG- COVID Grants	\$376,448	\$8,788	\$0	\$0	\$0
ARPA	\$872,081	\$0	\$0	\$0	\$794,150
Noyo Harbor Blue Economy	\$9,566	\$136,197	\$300,000	\$0	\$505,726
Total Special Revenue Fund- Grants:	\$4,700,803	\$3,086,651	\$15,337,609	\$16,499,450	\$21,644,065
Capital Improvement Fund					
Otis Johnson Park Renovation	\$0	\$0	\$0	\$0	\$500,000
Guest House Rehabilitation	\$0	\$0	\$110,000	\$0	\$0
City Hall Rehabilitation	\$0	\$0	\$0	\$120,359	\$65,000
Bainbridge Park Improvements	\$225,000	\$293,169	\$1,849,052	\$417,000	\$1,849,052
Maple Street & SD Rehab	\$100,000	\$0	\$0	\$0	\$0
2022 Street Rehab	\$411,202	\$3,223,511	\$4,043,750	\$240,600	\$2,679,275
Town Hall Bathrooms and Window	\$0	\$20,165	\$140,000	\$140,000	\$683,625
Main Street Fire Station Rehab	\$0	\$143,684	\$200,000	\$0	\$0
Bainbridge Park- Soccer Fields	\$0	\$0	\$280,000	\$0	\$0
Municipal Broadband	\$0	\$274,118	\$1,923,691	\$2,000,000	\$8,400,000
City Facility Roof Repair	\$0	\$226,929	\$395,000	\$14,500	\$0
EV Charging Station	\$0	\$0	\$339,000	\$386,100	\$0
Solar City Facilities		\$0	\$0	\$0	\$3,500,000
Total Capital Improvement Fund:	\$736,202	\$4,181,576	\$9,280,493	\$3,318,559	\$17,676,952
Internal Services Fund					
Facilities Maint & Repair	\$304,764	\$308,456	\$293,548	\$301,156	\$350,656
Technology Maint & Repair	\$578,107	\$645,970	\$831,371	\$924,484	\$924,371
Fleet Services	\$1,146,821	\$888,166	\$812,041	\$774,041	\$774,041
Broadband Utility		\$0	\$0	\$0	\$2,317,605
Total Internal Services Fund:	\$2,029,692	\$1,842,591	\$1,936,960	\$1,999,681	\$4,366,673



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Adopted	FY2025 Estimated YE	FY2026 Adopted
Water Enterprise Fund					
Water Works O & M	\$5,877,069	\$5,624,076	\$3,018,614	\$2,994,472	\$3,000,574
Water Recession Reserve	\$0	\$177,534	\$134,240	\$0	\$0
Non-Routine Maintenance-Water	\$427	\$812	\$200	\$500	\$500
Capital Reserve-Water	\$123,285	\$199,528	\$670,000	\$100,000	\$90,000
Water Works Capacity Fees	\$69,705	\$55,669	\$35,000	\$52,834	\$41,391
Water Capital Projects	\$2,950,000	\$0	\$15,312,558	\$16,286,222	\$12,555,906
Total Water Enterprise Fund:	\$9,020,486	\$6,057,619	\$19,170,611	\$19,434,028	\$15,688,371
Wastewater Enterprise Fund					
Wastewater O & M	\$3,618,444	\$4,193,615	\$3,590,028	\$3,547,437	\$3,605,455
Waste Water Recession Reserve	\$0	\$160,442	\$175,949	\$0	\$0
Capital Project Fund-WWtr	\$69,782	\$123,439	\$745,000	\$62,000	\$43,000
WW Capital Projects	\$780,000	\$204,982	\$1,597,533	\$750,000	\$2,817,421
JPFA - WW Plant Bonds	\$0	\$550,992	\$185,130	\$185,010	\$185,210
Wastewater Capacity Fees	\$64,940	\$59,932	\$25,000	\$27,426	\$61,395
Total Wastewater Enterprise Fund:	\$4,533,167	\$5,293,402	\$6,318,640	\$4,571,873	\$6,712,481
CV Starr Enterprise Fund					
CV Starr Center	\$2,285,090	\$2,140,335	\$2,243,963	\$2,475,052	\$2,465,439
CV Starr Recession Reserve	\$0	\$216,071	\$0	\$0	\$0
CV STARR CAPITAL IMPROVEMENT		\$0	\$1,975,000	\$74,500	\$1,687,950
Total CV Starr Enterprise Fund:	\$2,285,090	\$2,356,406	\$4,218,963	\$2,549,552	\$4,153,389
Total All Funds:	\$40,863,477	\$43,935,686	\$71,534,034	\$64,335,963	\$87,788,182



# Revenue by Department

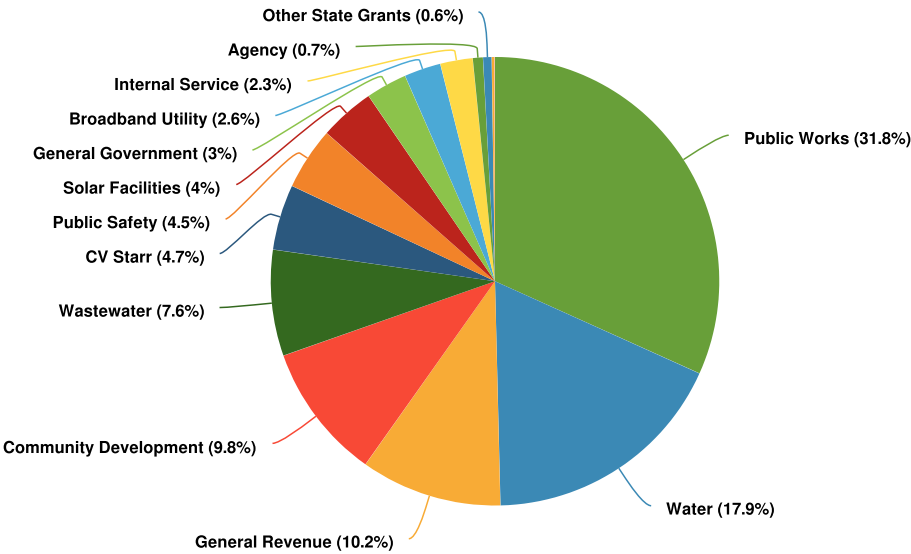
The All Fund Summary fund's expenditures by source for the years 2023, 2024, and 2025 show significant changes in the town of Fort Bragg, CA. In 2023, Public Works expenditures increased by 26% to \$4,285,630. This trend continued in 2024 with a 424% increase to \$22,458,156. For the upcoming 2025 budget, Public Works expenditures will see a 10% increase to \$24,626,793.

Water expenditures, on the other hand, decreased by 12% to \$9,020,486 in 2023. However, in 2024, there was a significant increase of 81% to \$16,339,091. This trend is expected to continue in the 2025 budget with a 17% increase to \$19,170,611.

In terms of General Revenue expenditures, there was a 7% decrease to \$7,066,400 in 2023. This was followed by a 4% increase to \$7,371,060 in 2024. For the upcoming 2025 budget, there will be a 2% increase to \$7,506,683.

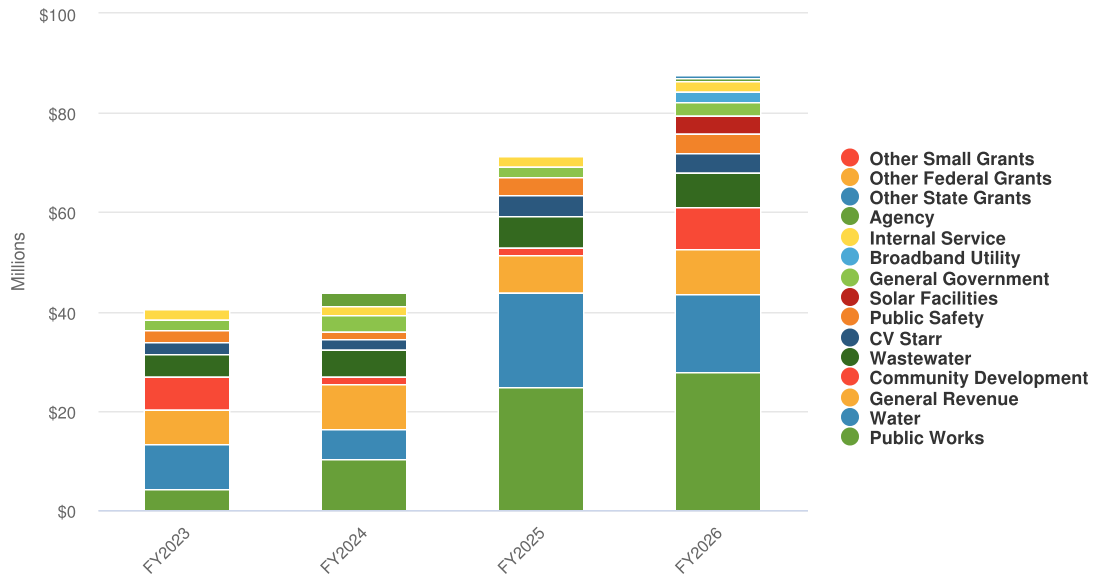
These changes in expenditures by source demonstrate the town's commitment to improving its infrastructure and services, particularly in the areas of Public Works and Water. Despite some decreases in General Revenue expenditures, the town is still investing in its overall growth and development. These changes reflect the town's dedication to providing its residents with a high quality of life.

2025 Revenue by Department





## Budgeted and Historical 2026 Revenue by Department

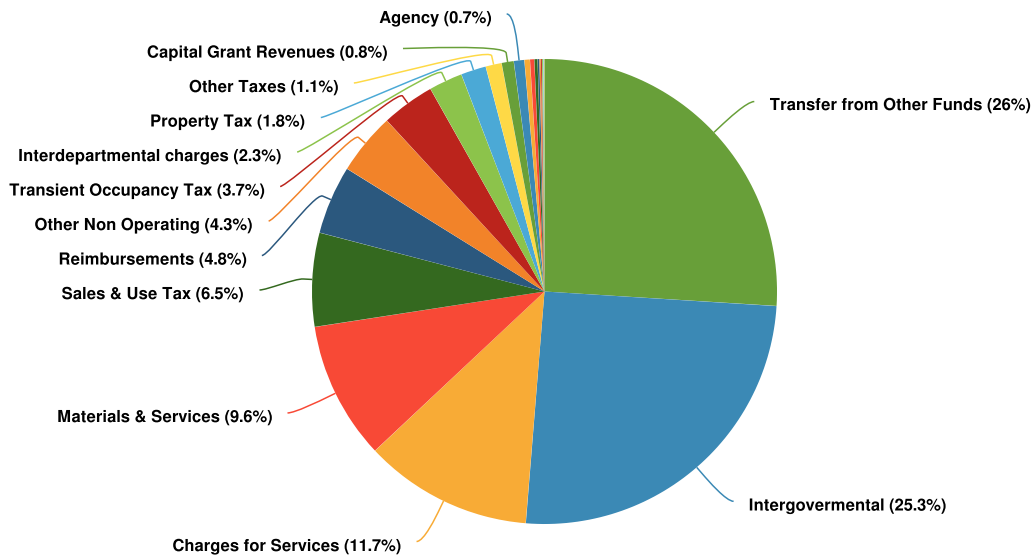


Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue				
General Revenue	\$7,066,400	\$8,993,156	\$7,569,394	\$8,943,699
Public Safety	\$2,560,901	\$1,484,100	\$1,372,887	\$3,947,576
General Government	\$2,069,034	\$3,315,798	\$3,059,322	\$2,601,043
Public Works	\$4,285,630	\$10,340,831	\$21,657,139	\$27,877,868
Community Development	\$6,575,053	\$1,519,000	\$1,300,300	\$8,608,290
Agency	\$438,024	\$2,732,782	\$648,613	\$648,613
Wastewater	\$4,533,167	\$5,509,823	\$4,571,873	\$6,712,481
Internal Service	\$2,029,692	\$1,842,591	\$1,999,681	\$2,049,068
Water	\$9,020,486	\$6,057,619	\$19,434,028	\$15,688,371
CV Starr	\$2,285,090	\$2,139,985	\$2,549,552	\$4,153,389
Fire Facilities Capacity Fee		\$0	\$162,000	\$0
Police Capacity Fees		\$0	\$2,900	\$0
Storm Drain Fees		\$0	\$8,276	\$0
Other State Grants		\$0	\$0	\$540,198
Other Small Grants		\$0	\$0	\$31,683
Other Federal Grants		\$0	\$0	\$168,300
Solar Facilities		\$0	\$0	\$3,500,000
Broadband Utility		\$0	\$0	\$2,317,605
<b>Total Revenue:</b>	<b>\$40,863,477</b>	<b>\$43,935,686</b>	<b>\$64,335,963</b>	<b>\$87,788,182</b>

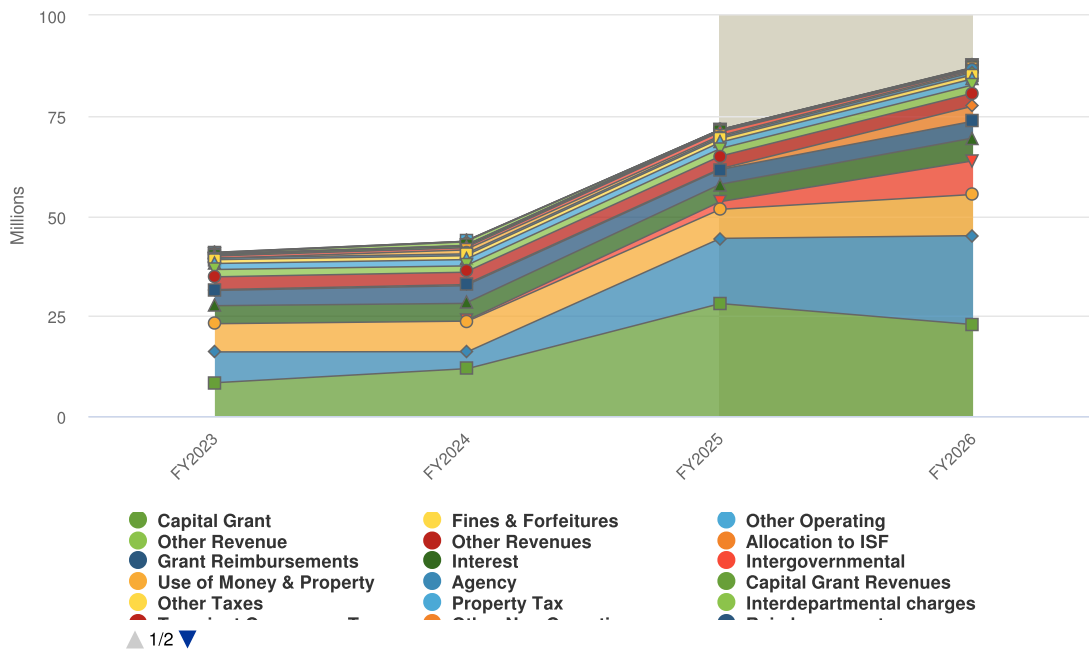


# Revenues by Source

## Projected 2026 Revenues by Source



## Budgeted and Historical 2026 Revenues by Source



Grey background indicates budgeted figures.

Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue Source				
Property Tax				



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
General Revenue				
Sec. Property Tax, Current Year	\$353,995	\$383,497	\$379,813	\$383,611
Homeowners Property Tax Relief	\$1,916	\$0	\$2,500	\$2,525
Unsec. Property Tax, Curr Year	\$14,086	\$15,399	\$15,869	\$16,028
Unsec. Property Tax, Prior Years	\$158	\$602	\$470	\$475
Highway Property Rental-County	\$1,930	\$2,864	\$1,696	\$1,713
Motor Vehicle Lic Fees	\$7,332	\$8,724	\$11,319	\$11,319
Property Tax in Lieu of VLF	\$709,863	\$758,843	\$768,504	\$776,189
Transfer Tax	\$46,939	\$29,769	\$29,612	\$29,612
Supplement Prop Tax SB813	\$4,801	\$17,745	\$7,214	\$7,214
Total General Revenue:	\$1,141,020	\$1,217,444	\$1,216,997	\$1,228,685
Public Safety				
Fire Tax	\$53,275	\$53,275	\$49,205	\$0
Total Public Safety:	\$53,275	\$53,275	\$49,205	\$0
CV Starr				
Sec Property Tax, Current Year	\$305,258	\$309,827	\$308,561	\$311,647
Total CV Starr:	\$305,258	\$309,827	\$308,561	\$311,647
Total Property Tax:	\$1,499,553	\$1,580,546	\$1,574,762	\$1,540,332
Sales & Use Tax				
General Revenue				
Sales Tax	\$2,043,336	\$2,049,336	\$2,169,000	\$3,245,000
Proposition 172 - Sales Tax	\$103,639	\$103,498	\$21,200	\$27,000
Total General Revenue:	\$2,146,974	\$2,152,834	\$2,190,200	\$3,272,000
Public Works				
Special Sales Tax	\$1,175,478	\$1,108,102	\$1,184,288	\$1,204,469
Total Public Works:	\$1,175,478	\$1,108,102	\$1,184,288	\$1,204,469
CV Starr				
CV Starr Sales Tax	\$1,175,441	\$1,169,582	\$1,247,000	\$1,230,000
Total CV Starr:	\$1,175,441	\$1,169,582	\$1,247,000	\$1,230,000
Total Sales & Use Tax:	\$4,497,894	\$4,430,517	\$4,621,488	\$5,706,469
Transient Occupancy Tax				
General Revenue				
TOT Penalties/Interest	\$7,368	\$5,948	\$12,666	\$12,666
Transient Occupancy Tax	\$3,185,118	\$3,086,266	\$3,014,304	\$3,226,304
Total General Revenue:	\$3,192,486	\$3,092,214	\$3,026,970	\$3,238,970
Total Transient Occupancy Tax:	\$3,192,486	\$3,092,214	\$3,026,970	\$3,238,970
Other Taxes				
General Revenue				



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Franchise - Cable TV	\$39,501	\$39,252	\$40,000	\$40,000
Franchise - C&S	\$604,024	\$635,834	\$600,000	\$606,000
Franchise - PG&E	\$77,425	\$83,093	\$91,289	\$91,289
Franchise Fees- SB 1383 C&S	\$19,474	\$3,397	\$0	\$0
Business License Tax	\$212,601	\$212,561	\$223,738	\$234,925
Total General Revenue:	\$953,026	\$974,136	\$955,027	\$972,214
Total Other Taxes:	\$953,026	\$974,136	\$955,027	\$972,214
Reimbursements				
General Revenue				
City Exp Reimb-DDA	\$13,857	\$15,055	\$10,329	\$10,329
Total General Revenue:	\$13,857	\$15,055	\$10,329	\$10,329
Public Safety				
SB 90 Reimbursement	\$0	\$0	\$575	\$1,000
DNA Reimbursement	\$3,521	\$4,652	\$2,287	\$3,000
Training Reimbursements-PD	\$36,449	\$34,892	\$45,429	\$49,000
Stored Vehicle Release	\$8,375	\$7,945	\$10,000	\$10,000
Abandoned Vehicle Abatement	\$10,590	\$2,840	\$0	\$0
Interfund Reimb- Public Safety	\$160,000	\$170,229	\$170,229	\$170,229
Restitution - Damaged Property	\$200	\$1,263	\$610	\$1,000
DUI Cost Recovery	\$182	\$1,096	\$1,523	\$1,000
Booking Fee Reimbursement	\$26,150	\$14,050	\$13,000	\$15,000
Total Public Safety:	\$245,467	\$236,968	\$243,653	\$250,229
General Government				
Overhead/Admin Cost Recovery	\$125,175	\$307,872	\$125,175	\$121,949
Personnel Cost Allocations	\$165,309	\$203,361	\$203,361	\$203,361
City Reimb-DDA	\$434	\$122	\$200	\$1,000
Interfund Cost Reimbursement	\$0	\$425	\$305	\$10,000
Personnel Cost Allocations	\$411,046	\$371,045	\$411,046	\$411,046
City Reimb-DDA		\$0	\$1,300	\$2,000
Interfund Cost Reimbursement		\$0	\$245	\$0
City Exp Reimb-DDA	\$1,160	\$1,318	\$500	\$1,000
Personnel Cost Allocations	\$506,716	\$537,925	\$537,925	\$537,925
Personnel Cost Allocations	\$560,942	\$522,739	\$522,739	\$522,739
Events	\$5,946	\$5,303	\$5,303	\$5,303
Total General Government:	\$1,776,728	\$1,950,112	\$1,808,099	\$1,816,323
Public Works				
Interfund Reimb-Eng PW	\$155	\$0	\$0	\$0
Personnel Cost Allocations	\$459,968	\$632,598	\$459,968	\$632,598
Interfund Reimb-PW	\$415,616	\$454,838	\$464,030	\$455,030
Interfund Reimb	\$128,239	\$245,423	\$186,410	\$209,790
Personnel Cost Allocations	\$482,636	\$525,152	\$525,152	\$525,152



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Interfund Reimbursement	\$251,098	\$346,214	\$220,828	\$281,402
Total Public Works:	\$1,737,713	\$2,204,225	\$1,856,389	\$2,103,973
Community Development				
Training Reimbursements-Admin	\$399	\$326	\$1,000	\$1,000
City Exp Reimb-DDA	\$630	\$5,475	\$0	\$0
City Exp Reimb -DDA	\$25,854	\$8,019	\$7,000	\$10,000
Interfund Reimb - CDD	\$395	\$305	\$0	\$0
Personnel Cost Allocations	\$4,113	\$1,963	\$4,113	\$4,113
Total Community Development:	\$31,392	\$16,087	\$12,113	\$15,113
Total Reimbursements:	\$3,805,157	\$4,422,447	\$3,930,583	\$4,195,967
Intergovernmental				
General Revenue				
Received From Collection	\$75	\$0	\$0	\$0
Total General Revenue:	\$75	\$0	\$0	\$0
Public Safety				
Grant Staff Time Rimb	\$415,931	\$176,129	\$35,366	\$183,755
Total Public Safety:	\$415,931	\$176,129	\$35,366	\$183,755
General Government				
Grant staff time Reimb	\$5,649	\$8,498	\$1,000	\$8,000
Grant Staff Time Reimb	\$6,078	\$6,273	\$5,000	\$5,000
Total General Government:	\$11,727	\$14,770	\$6,000	\$13,000
Public Works				
Grant:Staff Time Reimb	\$30,034	\$90,955	\$38,000	\$50,000
SB 1383 Revenues	\$25,172	\$20,550	\$22,813	\$22,813
CalRecycle Grant SB1383	\$20,000	\$75,000	\$0	\$0
MCOG Wayfinding Proj CDD-66	\$0	\$1	\$0	\$0
Total Public Works:	\$75,206	\$186,506	\$60,813	\$72,813
Community Development				
Grant Staff Time Reimb	\$89,714	\$49,663	\$1,000	\$3,000
Community Foundation of MC	\$0	\$0	\$0	\$4,500
HEAP Homeward Bound Grant	-\$3,575	\$775	\$0	\$0
Grant Revenues	\$9,566	\$117,188	\$0	\$0
Total Community Development:	\$95,704	\$167,627	\$1,000	\$7,500
Total Intergovernmental:	\$598,643	\$545,032	\$103,179	\$277,068
Charges for Services				
Public Safety				
Copies - PD	\$4,127	\$3,966	\$4,000	\$4,000
Police Fingerprints	\$44,780	\$42,176	\$45,996	\$47,000



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Police Witness Fee	\$441	\$385	\$0	\$150
Total Public Safety:	\$49,348	\$46,527	\$49,996	\$51,150
General Government				
Returned Check Fee	\$126	\$0	\$100	\$100
Document Copies	\$1,751	\$655	\$600	\$1,000
Returned Check Fee	\$1,512	\$2,154	\$1,890	\$2,000
Credit Card Fee 2.5%		\$475	\$1,800	\$2,000
Grant Reimbursement		\$457,742	\$379,261	\$548,848
Total General Government:	\$3,389	\$461,026	\$383,651	\$553,948
Public Works				
Engineering Plan Review	\$7,176	\$7,174	\$6,000	\$6,000
Investment Revenues	\$668	\$543	-\$521	\$631
Total Public Works:	\$7,844	\$7,717	\$5,479	\$6,631
Community Development				
Const & Demo Ord. Fee	\$1,945	\$2,065	\$1,320	\$3,000
Community Dev Fees	\$26,800	\$25,669	\$26,000	\$31,000
Plan Checks/Building Inspections			\$0	\$60,000
General Plan Maint Fees	\$3,720	\$30,974	\$21,337	\$20,000
Total Community Development:	\$32,465	\$58,708	\$48,657	\$114,000
Wastewater				
Sewer Service	\$3,354,489	\$3,391,756	\$3,346,845	\$3,346,845
Mackerricher Sewer Service	\$13,879	\$5,775	\$36,309	\$40,000
Permit/Inspection	\$1,080	\$800	\$640	\$700
Card Processing Fee	\$60	\$58	\$264	\$300
Drainage Fees	\$8,449	\$4,719	\$0	\$8,000
Installation Fees	\$12,947	\$13,822	\$15,929	\$16,000
Total Wastewater:	\$3,390,904	\$3,416,929	\$3,399,987	\$3,411,845
Water				
Water Sales - In City	\$2,862,400	\$2,886,607	\$2,903,044	\$2,903,044
Late Payment Penalties	\$39,655	\$46,310	\$25,000	\$25,000
Misc Water Sales	\$46,923	\$14,212	\$22,000	\$26,000
Permit Inspection Fee	\$838	\$720	\$330	\$500
Final Notice Fee	\$4,350	\$2,850	\$5,000	\$5,000
Received from Collection Acct	\$128	\$0	\$1,277	\$0
Card Processing Fee	\$85	\$68	\$20	\$30
Total Water:	\$2,954,379	\$2,950,767	\$2,956,671	\$2,959,574
CV Starr				
Charges for Services	-\$880	\$0	\$0	\$0
CV Starr Facility Revenue	\$6,280	\$1,115	\$600	\$1,000



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Refunds & Rebates	-\$1,607	\$400	\$4,000	\$0
Merchandise Sales, Net	\$5,878	\$5,333	\$5,500	\$6,000
Facility Rentals	\$40,948	\$40,129	\$53,000	\$55,000
Enrichment Programs	\$79,699	\$68,252	\$55,000	\$60,000
Facility Passes	\$465,219	\$562,889	\$740,119	\$747,521
Commissions Revenue	\$3,512	\$1,952	\$3,500	\$3,500
Total CV Starr:	\$599,048	\$680,071	\$861,719	\$873,021
Fire Facilities Capacity Fee				
Impact Fees - Fire		\$0	\$162,000	\$0
Total Fire Facilities Capacity Fee:		\$0	\$162,000	\$0
Police Capacity Fees				
Impact Fees - Police		\$0	\$2,900	\$0
Total Police Capacity Fees:		\$0	\$2,900	\$0
Storm Drain Fees				
Impact Fees- Storm Drain		\$0	\$8,276	\$0
Total Storm Drain Fees:		\$0	\$8,276	\$0
Broadband Utility				
BB:roadband Internet Service Revenue 1-10 Gbps		\$0	\$0	\$635,340
BB: Voice Services (w/911)		\$0	\$0	\$10,397
BB:Low Income Service Offering 500 Mbps		\$0	\$0	\$38,316
Email Hosting		\$0	\$0	\$163,653
WebHost Domain		\$0	\$0	\$110,000
Legacy: Fusion (Blended view of Res and Bus)		\$0	\$0	\$851,844
Legacy: Fusion Equipment		\$0	\$0	\$23,696
Legacy: Open Air		\$0	\$0	\$287,532
Legacy:Digital Voice		\$0	\$0	\$194,827
Miscellaneous Revenues		\$0	\$0	\$2,000
Total Broadband Utility:		\$0	\$0	\$2,317,605
Total Charges for Services:	\$7,037,377	\$7,621,745	\$7,879,335	\$10,287,774
Fines & Forfeitures				
Public Safety				
Parking Fines	\$9,628	\$3,523	\$2,000	\$2,500
State Asset Forfeitures	\$5,087	\$17,657	\$66,997	\$9,000
Traffic Safety Road Fines	\$4,325	\$1,885	\$1,055	\$1,076
Total Public Safety:	\$19,040	\$23,064	\$70,052	\$12,576
General Government				
Miscellaneous Fines	\$65	\$36	\$0	\$0
Miscellaneous Revenue	\$23,788	\$17,322	\$11,918	\$10,000
Total General Government:	\$23,853	\$17,358	\$11,918	\$10,000



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Community Development				
Code Enforcement Fees	\$1,163	\$928	\$21,685	\$10,000
Const. & Demo. Ord. Forfeiture	\$94,493	\$18,876	\$0	\$0
Total Community Development:	\$95,656	\$19,804	\$21,685	\$10,000
Total Fines & Forfeitures:	\$138,548	\$60,226	\$103,655	\$32,576
Use of Money & Property				
General Revenue				
Investment Interest Earned	\$109,985	\$262,451	\$147,000	\$195,000
Sale of Surplus Assets	\$0	\$25,377	\$1,325	\$5,000
Unrealized Gain or Loss	-\$550,642	\$306,370	\$0	\$0
Rents & Concessions	\$29,022	\$5,460	\$10,000	\$10,000
Rents & Concessions	\$3,050	\$3,201	\$3,300	\$3,500
Total General Revenue:	-\$408,585	\$602,859	\$161,625	\$213,500
Public Safety				
Investment Interest Earned	\$17,619	\$26,793	\$20,000	\$18,000
Total Public Safety:	\$17,619	\$26,793	\$20,000	\$18,000
General Government				
Investment Interest Earned	\$974	\$1,852	\$1,900	\$1,500
Investment Interest Earned	\$3,598	\$6,817	\$6,817	\$6,000
Interest Earned	\$607	\$1,325	\$1,324	\$1,324
Interest Earned	\$606	\$1,188	\$1,200	\$1,200
Investment Interest Earned	\$7,137	\$4,188	\$3,700	\$3,700
Total General Government:	\$12,923	\$15,370	\$14,941	\$13,724
Public Works				
Investment Interest Earned	\$63,256	\$0	\$53,891	\$59,000
Total Public Works:	\$63,256	\$0	\$53,891	\$59,000
Community Development				
Investment Interest Earned	\$4,214	\$8,325	\$0	\$0
Investment Interest Earned	\$2,090	\$3,948	\$3,000	\$2,500
Grant Loan Principal Payments	\$140,447	\$281,802	\$0	\$0
Loan Interest Earned	\$16,393	\$22,896	\$14,376	\$14,376
Interest Earned	\$5,135	\$9,494	\$9,000	\$7,000
Total Community Development:	\$168,278	\$326,465	\$26,376	\$23,876
Internal Service				
Interest Earned	\$16,216	\$26,364	\$1,000	\$500
Total Internal Service:	\$16,216	\$26,364	\$1,000	\$500
Total Use of Money & Property:	-\$130,293	\$997,850	\$277,833	\$328,600





Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Allocation to ISF				
General Government				
Bingo/Taxis/Weapons Permits	\$60	\$60	\$100	\$100
Film Permit Fee	\$0	\$0	\$100	\$100
Business License Fee	\$63,784	\$63,537	\$60,673	\$62,000
Tobacco License Fee	\$2,768	\$2,704	\$2,848	\$2,848
Total General Government:	\$66,611	\$66,301	\$63,721	\$65,048
Public Works				
Encroachment Permit	\$13,713	\$6,988	\$12,000	\$12,000
Total Public Works:	\$13,713	\$6,988	\$12,000	\$12,000
Community Development				
Business License Surcharge	\$3,086	\$2,722	\$2,000	\$2,500
Sign Application	\$35	\$190	\$0	\$200
Grading Permits	\$1,585	\$1,580	\$1,300	\$1,400
Building Permit Surcharge	\$12,336	\$10,067	\$7,000	\$12,000
Total Community Development:	\$17,042	\$14,559	\$10,300	\$16,100
Total Allocation to ISF:	\$97,366	\$87,848	\$86,021	\$93,148
Other Revenue				
General Revenue				
Miscellaneous Revenue	\$25,106	\$938,352	\$5,000	\$5,000
Cash Over and Short	\$206	-\$51	-\$74	\$0
Miscellaneous Revenue	\$1,667	\$314	\$3,000	\$3,000
Miscellaneous Revenue	\$567	\$0	\$320	\$0
Total General Revenue:	\$27,546	\$938,614	\$8,246	\$8,000
Public Safety				
Miscellaneous Revenue	\$65,763	\$39,923	\$60,000	\$35,000
Total Public Safety:	\$65,763	\$39,923	\$60,000	\$35,000
General Government				
Miscellaenous Revenue	\$0	\$4,500	\$9,228	\$0
Total General Government:	\$0	\$4,500	\$9,228	\$0
Public Works				
Miscellaneous Revenue	\$0	\$172	\$500	\$500
Total Public Works:	\$0	\$172	\$500	\$500
Community Development				
Miscellaneous Revenue	\$10,000	\$18,216	\$16,700	\$16,700
Total Community Development:	\$10,000	\$18,216	\$16,700	\$16,700
CV Starr				



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
2nd Grade Swim Revenue		\$0	\$5,771	\$5,771
Total CV Starr:		\$0	\$5,771	\$5,771
Total Other Revenue:	\$103,309	\$1,001,426	\$100,445	\$65,971
Intergovernmental				
Public Safety				
COP's AB1913 Allocation	\$227,932	\$123,498	\$194,663	\$194,663
SB-2 Grant Revenue	\$0	\$78,246	\$0	\$0
MCOG/CALTRANS	\$0	\$0	\$232,951	\$0
REAP Grant Revenue	\$0	\$80,582	\$0	\$0
Dept of Parks & Rec - Bainbrid	\$0	\$439,203	\$417,000	\$1,849,052
USDA Vehicle Grant	\$0	\$140,883	\$0	\$0
EDA- Feasibility Study	\$43,221	\$0	\$0	\$0
ARPA COVID Funds	\$872,081	\$0	\$0	\$794,150
NoyoHarbor Blue Economy		\$19,008	\$0	\$505,726
Total Public Safety:	\$1,143,234	\$881,420	\$844,614	\$3,343,591
General Government				
Intergovernmental	\$15,538	\$41,204	\$24,184	\$25,000
St Mandated Disab Access Fee	\$3,624	\$3,861	\$0	\$4,000
Total General Government:	\$19,162	\$45,065	\$24,184	\$29,000
Public Works				
Noyo Lighting Dist Tax	\$13,715	\$1,668	\$0	\$0
Gas Tax 2105	\$37,361	\$35,226	\$46,076	\$46,402
Gas Tax 2106	\$31,157	\$26,788	\$33,380	\$33,586
Gas Tax 2107	\$50,844	\$47,447	\$62,443	\$63,266
Gas Tax 2107.5	\$2,000	\$0	\$2,000	\$2,000
Gas Tax 2103	\$58,370	\$52,941	\$68,205	\$67,232
Hwy 1 Sweeping-Caltrans	\$11,181	\$10,815	\$12,156	\$12,156
Investment Interest	\$540	\$0	\$0	\$0
RMRA-LPP Revenue	\$0	\$0	\$0	\$400,000
HSIP Revenues		\$189,520	\$0	\$0
RMRA - Gas Tax	\$157,799	\$214,087	\$182,929	\$194,432
LPP-SB1	\$0	\$602,127	\$0	\$0
MCOG OWP	\$2,068	\$71,752	\$0	\$0
MCOG OWP	\$4,641	\$0	\$0	\$0
SRF Grant		\$0	\$10,414,000	\$2,512,000
Grant Revenue	\$0	\$1,348,334	\$4,272,031	\$6,838,456
Grant - OJ Park Prop 50	\$0	\$0	\$0	\$250,000
Total Public Works:	\$369,676	\$2,600,705	\$15,093,220	\$10,419,530
Community Development				
Intergov Reimbursements	\$0	\$0	\$0	\$5,000
PLHA Grant	\$2,400,000	\$106,856	\$0	\$0



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
CDBG HOME	\$0	\$1,963	\$0	\$0
Fed Grant Revenue	\$0	\$0	-\$10,400	\$8,400,000
CDBG Grant Revenue	\$2,950,837	\$0	\$0	\$0
CDBG 20 Revenue	\$445,517	\$589,917	\$826,073	\$0
CDBG CV Revenue	\$376,448	\$8,788	\$0	\$0
Total Community Development:	\$6,172,802	\$707,524	\$815,673	\$8,405,000
Total Intergovernmental:	\$7,704,874	\$4,234,714	\$16,777,691	\$22,197,121
Interdepartmental charges				
Internal Service				
Allocation - Int Serv Fund	\$288,548	\$281,958	\$300,156	\$350,156
Allocation - Int Serv Fund	\$577,972	\$645,745	\$924,371	\$924,371
Allocation - Int Serv Fund	\$962,994	\$642,265	\$773,541	\$773,541
Total Internal Service:	\$1,829,514	\$1,569,968	\$1,998,068	\$2,048,068
Total Interdepartmental charges:	\$1,829,514	\$1,569,968	\$1,998,068	\$2,048,068
Agency				
Agency				
Secured Property Tax	\$438,024	\$452,782	\$648,613	\$648,613
Total Agency:	\$438,024	\$452,782	\$648,613	\$648,613
Total Agency:	\$438,024	\$452,782	\$648,613	\$648,613
Other Revenues				
Public Works				
Rent \$3 Tipping Fees	\$106,542	\$44,841	\$72,000	\$72,000
Total Public Works:	\$106,542	\$44,841	\$72,000	\$72,000
CV Starr				
Cost Allocations - MCRPD	\$103,619	-\$156,400	\$0	\$0
Total CV Starr:	\$103,619	-\$156,400	\$0	\$0
Total Other Revenues:	\$210,161	-\$111,559	\$72,000	\$72,000
Other Operating				
Internal Service				
Misc Revenues	\$0	\$135	\$0	\$0
Misc Revenue	\$135	\$225	\$113	\$0
Misc Revenue	\$197	\$0	\$500	\$500
Total Internal Service:	\$332	\$360	\$613	\$500
Water				
Miscellaneous Revenue	\$25,033	\$62,715	\$26,000	\$26,000
Water Lateral Install Fees	\$12,067	\$22,381	\$11,801	\$15,000
Total Water:	\$37,100	\$85,096	\$37,801	\$41,000
CV Starr				



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Cash Over/Short	-\$185	-\$428	\$0	\$0
Total CV Starr:	-\$185	-\$428	\$0	\$0
Total Other Operating:	\$37,246	\$85,027	\$38,414	\$41,500
Capital Grant				
Public Works				
Grant- State Farm	\$25,000	\$0	\$0	\$0
Total Public Works:	\$25,000	\$0	\$0	\$0
Wastewater				
Grants	\$0	\$350	\$0	\$0
Total Wastewater:	\$0	\$350	\$0	\$0
Total Capital Grant:	\$25,000	\$350	\$0	\$0
Materials & Services				
Public Works				
Transfers from Other Funds	\$0	\$274,118	\$2,000,000	\$8,400,000
Total Public Works:	\$0	\$274,118	\$2,000,000	\$8,400,000
Total Materials & Services:	\$0	\$274,118	\$2,000,000	\$8,400,000
Interest				
Wastewater				
Investment Interest Earned	\$4,040	\$0	\$1,000	\$2,500
Investment Interest Earned	\$69,782	\$123,439	\$62,000	\$43,000
Investment Interest Earned	\$20,720	\$41,004	\$10,000	\$8,000
Total Wastewater:	\$94,541	\$164,443	\$73,000	\$53,500
Water				
Investment Interest Earned	\$2,692	\$0	\$0	\$0
Investment Interest Earned	\$427	\$812	\$500	\$500
Investment Interest Earned	\$123,285	\$199,528	\$100,000	\$90,000
Investment Interest Earned	\$17,946	\$35,069	\$28,913	\$21,391
Total Water:	\$144,350	\$235,410	\$129,413	\$111,891
CV Starr				
Investment Interest Income	\$73,532	\$95,242	\$42,000	\$30,000
Total CV Starr:	\$73,532	\$95,242	\$42,000	\$30,000
Total Interest:	\$312,424	\$495,095	\$244,413	\$195,391
Other Non Operating				
Wastewater				
Miscellaneous Revenue	\$87,258	\$190,782	\$146,450	\$191,110
Sewer Capacity Fees-Resident.	\$21,840	\$16,476	\$16,553	\$53,395
Sewer Capacity Fees - Comm.	\$22,381	\$2,452	\$873	\$0
Total Wastewater:	\$131,478	\$209,710	\$163,876	\$244,505



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Water				
Water Capacity Fees-Resident.	\$51,758	\$20,600	\$23,921	\$20,000
Total Water:	\$51,758	\$20,600	\$23,921	\$20,000
CV Starr				
Miscellaneous Revenue	\$28,377	\$42,091	\$10,000	\$15,000
Total CV Starr:	\$28,377	\$42,091	\$10,000	\$15,000
Solar Facilities				
Other Financing Sources		\$0	\$0	\$3,500,000
Total Solar Facilities:		\$0	\$0	\$3,500,000
Total Other Non Operating:	\$211,614	\$272,401	\$197,797	\$3,779,505
Transfer from Other Funds				
Public Safety				
Transfer from Other Funds	\$551,224	\$0	\$0	\$0
Transfer from Other Funds	\$0	\$0	\$0	\$53,274
Total Public Safety:	\$551,224	\$0	\$0	\$53,274
General Government				
Transfer from Other Funds	\$154,641	\$0	\$664,150	\$0
Transfer from Other Funds	\$0	\$664,150	\$0	\$0
Transfers from Other Funds	\$0	\$61,570	\$0	\$0
Total General Government:	\$154,641	\$725,720	\$664,150	\$0
Public Works				
Transfer from Other Funds	\$0	\$0	\$0	\$250,000
Transfers from Other Funds	\$0	\$0	\$120,359	\$65,000
Transfer from Other Funds	\$200,000	\$293,169	\$417,000	\$1,849,052
Transfers from Other Funds	\$100,000	\$0	\$0	\$0
Transfer from Other Funds	\$411,202	\$3,223,511	\$240,600	\$2,679,275
Transfers from Other Funds	\$0	\$20,165	\$140,000	\$683,625
Transfers from Other Funds	\$0	\$143,684	\$0	\$0
Transfer from Other Funds	\$0	\$226,929	\$14,500	\$0
Transfer from Other Funds	\$0	\$0	\$386,100	\$0
Total Public Works:	\$711,202	\$3,907,459	\$1,318,559	\$5,526,952
Community Development				
Transfers from Other Funds	-\$48,285	\$0	\$0	\$0
Transfers from Other Funds	\$0	\$190,009	\$347,795	\$0
Total Community Development:	-\$48,285	\$190,009	\$347,795	\$0
Agency				
Transfers from Other Funds	\$0	\$2,280,000	\$0	\$0



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Total Agency:	\$0	\$2,280,000	\$0	\$0
Wastewater				
Transfers from Other Funds	\$136,243	\$585,903	\$0	\$0
Transfer from Other Funds	\$0	\$160,442	\$0	\$0
Transfer from Other Funds	\$780,000	\$204,982	\$750,000	\$2,817,421
Transfers from Other Funds	\$0	\$550,992	\$185,010	\$185,210
Transfer from Other Funds	\$0	\$216,071	\$0	\$0
Total Wastewater:	\$916,243	\$1,718,391	\$935,010	\$3,002,631
Internal Service				
Transfers from Other Funds	\$183,630	\$245,901	\$0	\$0
Total Internal Service:	\$183,630	\$245,901	\$0	\$0
Water				
Transfers from Other Funds	\$2,882,899	\$2,588,213	\$0	\$0
Transfer from Other Funds	\$0	\$177,534	\$0	\$0
Transfers from Other Funds	\$2,950,000	\$0	\$16,286,222	\$12,555,906
Total Water:	\$5,832,899	\$2,765,747	\$16,286,222	\$12,555,906
CV Starr				
Transfers from Other Funds		\$0	\$74,500	\$1,687,950
Total CV Starr:	\$0	\$0	\$74,500	\$1,687,950
Total Transfer from Other Funds:	\$8,301,555	\$11,833,227	\$19,626,236	\$22,826,713
Grant Reimbursements				
General Government				
Grant:Staff Time Reimb		\$15,576	\$73,431	\$100,000
Total General Government:		\$15,576	\$73,431	\$100,000
Total Grant Reimbursements:		\$15,576	\$73,431	\$100,000
Capital Grant Revenues				
Other State Grants				
Grant Revenue - Prop 47		\$0	\$0	\$540,198
Total Other State Grants:		\$0	\$0	\$540,198
Other Small Grants				
Grant Revenue		\$0	\$0	\$31,683
Total Other Small Grants:		\$0	\$0	\$31,683
Other Federal Grants				
Grant Revenue-Winter Shelter		\$0	\$0	\$168,300
Total Other Federal Grants:		\$0	\$0	\$168,300
Total Capital Grant Revenues:		\$0	\$0	\$740,181
Total Revenue Source:	\$40,863,477	\$43,935,686	\$64,335,963	\$87,788,182





## Expenditures by Function

The City of Fort Bragg's All Fund Summary reflects significant shifts in expenditures across major functional categories, driven largely by strategic infrastructure investments and the timing of capital project funding. The top three expenditure categories—Public Works, Water, and Wastewater—illustrate how the City is aligning resources with long-term operational and capital priorities.

### Public Works

- FY 2023: Expenditures totaled \$3,428,744, a 7% decrease from the prior year.
- FY 2024: Expenditures surged by 658% to \$25,994,500, largely due to major capital projects such as street improvements, broadband infrastructure planning, and facility upgrades.
- FY 2025: Public Works expenditures are projected to increase by 5% to \$27,200,017, continuing momentum on multi-year capital initiatives including paving equipment acquisition, park enhancements, and downtown revitalization.

### Water

- FY 2023: Expenditures rose by 41% to \$6,059,804, reflecting early phases of the Water Treatment Plant upgrade and pipeline assessments.
- FY 2024: Expenditures climbed 209% to \$18,716,882, as construction and engineering work accelerated, bolstered by major grant funding.
- FY 2025: Water expenditures are projected to rise 14% to \$21,386,398, driven by continued progress on the Raw Water Line project, plant improvements, and metering technology.

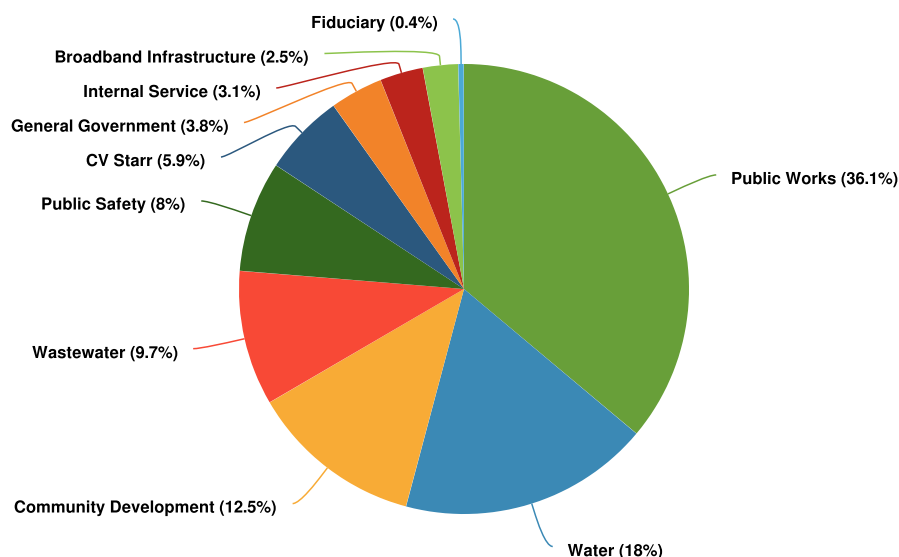
### Wastewater

- FY 2023: Expenditures declined by 9% to \$8,602,029, reflecting a pause in major capital activity.
- FY 2024: Further decreased by 18% to \$7,042,917, as existing infrastructure was maintained with minimal new investment.
- FY 2025: Expenditures are projected to increase slightly by 2% to \$7,177,545, driven by biosolids management, feasibility studies, and ongoing system repairs.

The shifting expenditure patterns across these three major functions reflect the City's deliberate and phased investment strategy. Public Works and Water show strong growth due to grant-funded infrastructure improvements and long-term capital planning, while Wastewater remains stable, with focused reinvestment tied to system resilience and operational efficiency.

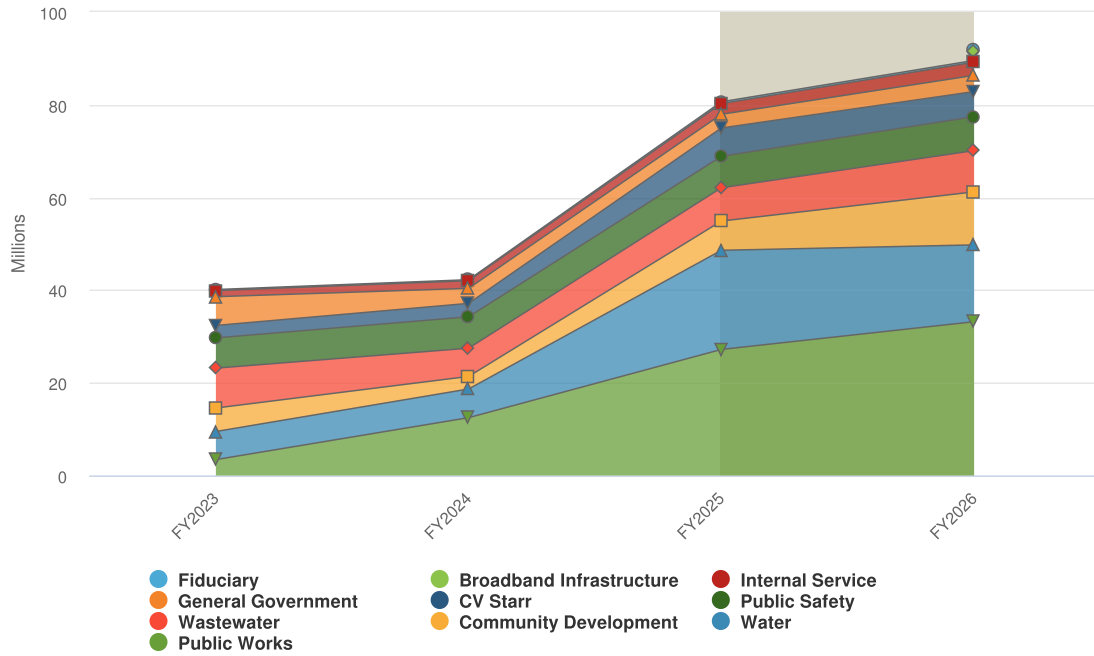
These trends underscore the City of Fort Bragg's commitment to fiscal responsibility, asset reinvestment, and forward-thinking service delivery. By aligning financial resources with strategic priorities and infrastructure needs, the City continues to position itself to meet the evolving demands of its residents and businesses in a sustainable manner.

### Budgeted Expenditures by Function





## Budgeted and Historical Expenditures by Function



Grey background indicates budgeted figures.

Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2024 Estimated YE	FY2025 Estimated YE	FY2026 Adopted
Expenditures					
General Government	\$6,200,944	\$3,244,348	\$3,353,322	\$3,804,677	\$3,497,186
Public Safety	\$6,531,001	\$6,782,184	\$6,557,464	\$6,318,178	\$7,326,575
Community Development	\$5,069,090	\$2,711,187	\$2,367,554	\$4,647,398	\$11,439,310
Public Works	\$3,428,744	\$12,479,979	\$10,392,636	\$20,938,043	\$33,180,199
Fiduciary	\$215,303	\$218,039	\$377,446	\$392,887	\$374,334
Internal Service	\$1,328,740	\$1,646,296	\$1,914,923	\$2,269,514	\$2,851,390
Wastewater	\$8,602,029	\$6,087,620	\$4,000,174	\$5,107,199	\$8,904,457
Water	\$6,059,804	\$6,184,783	\$5,246,399	\$19,449,457	\$16,572,565
CV Starr	\$2,681,378	\$2,888,114	\$2,557,869	\$2,262,780	\$5,407,980
Broadband Infrastructure		\$0		\$0	\$2,317,605
<b>Total Expenditures:</b>	<b>\$40,117,035</b>	<b>\$42,242,549</b>	<b>\$36,767,787</b>	<b>\$65,190,133</b>	<b>\$91,871,601</b>



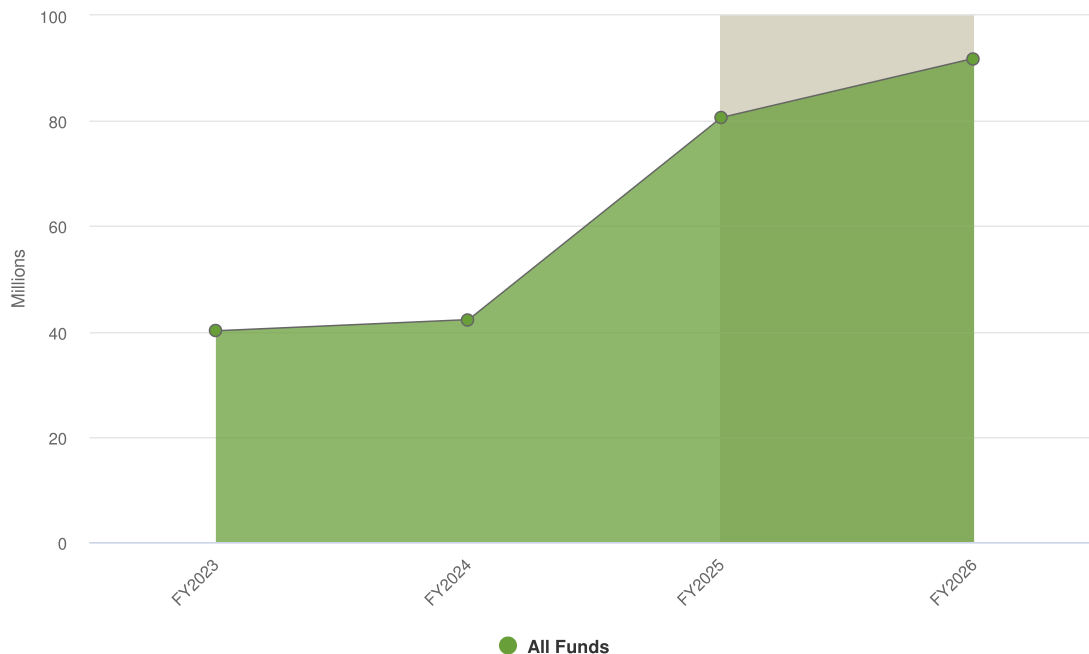
## Expenditures by Fund

The City of Fort Bragg's All Fund Summary shows substantial shifts in expenditures over the past several fiscal years, reflecting the City's evolving priorities, expanded capital improvement program, and new funding opportunities. These changes highlight a proactive investment in infrastructure, services, and community development.

- FY 2023: Expenditures decreased by 6%, totaling \$40,117,035, as several capital projects were delayed or rephased, and departments continued post-pandemic cost containment.
- FY 2024: Expenditures rebounded significantly with an 83% increase to \$73,310,188, driven largely by grant-funded infrastructure initiatives including broadband, water, and transportation improvements.
- FY 2025: The budget projected a 10% increase to \$80,710,865, continuing capital investments in water infrastructure, downtown revitalization, public safety equipment, and facilities.
- FY 2026: Expenditures are now projected at \$58,202,950, representing a 28% decrease from FY 2025. This anticipated drop is due to the completion of several major one-time capital projects, a shift from construction to implementation phases, and the strategic use of fund balances and grant reimbursements in prior years.

The fluctuations in total expenditures across fiscal years reflect the City's dynamic approach to capital and operational planning. FY 2024 and FY 2025 represent peak investment periods aligned with the influx of state and federal funding, particularly in broadband, water, and transportation infrastructure. The decrease projected in FY 2026 signals a return to normalized spending levels, as large-scale projects are completed and new revenue sources (like Measures T and U) begin to stabilize ongoing operations.

### Budgeted and Historical 2026 Expenditures by Fund



Grey background indicates budgeted figures.

Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
All Funds				
General Fund	\$14,569,960	\$12,142,647	\$12,692,045	\$14,380,411
Special Revenue Fund- Restricted	\$2,100,272	\$7,743,798	\$1,878,993	\$4,120,536
Special Revenue Fund- Grants	\$4,029,718	\$1,514,537	\$18,162,055	\$20,139,706
Capital Improvement Fund	\$745,133	\$4,029,677	\$3,318,559	\$17,176,952
Internal Services Fund	\$1,328,740	\$1,642,906	\$2,269,514	\$5,168,995
Water Enterprise Fund	\$6,059,804	\$6,184,783	\$19,449,457	\$16,572,565

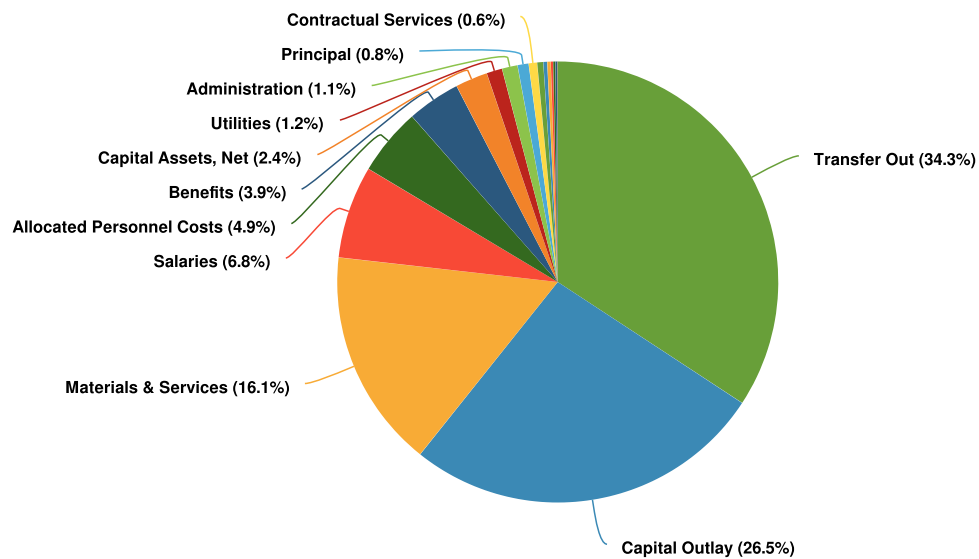


Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Wastewater Enterprise Fund	\$8,602,029	\$6,087,620	\$5,107,199	\$8,904,457
CV Starr Enterprise Fund	\$2,681,378	\$2,896,582	\$2,312,311	\$5,407,980
Total All Funds:	\$40,117,035	\$42,242,549	\$65,190,133	\$91,871,601

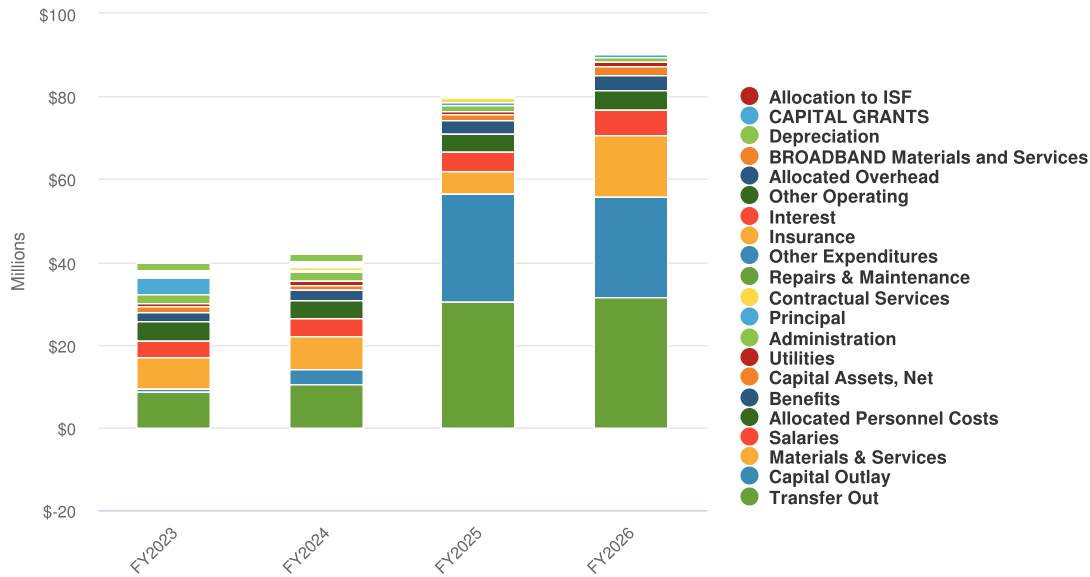
## Expenditures by Expense Type

The All Fund Summary fund's expenditures by type have shown significant changes over the past few years. Transfer Out expenditures saw a substantial increase of 190% in 2025, reaching \$30,293,706, and are projected to rise by 4% to \$31,517,827 in 2026. Capital Outlay expenditures experienced a remarkable surge of 593% in 2025, amounting to \$26,340,962, but are expected to decrease by 7% to \$24,378,427 in the upcoming budget year. Materials & Services expenditures, on the other hand, fluctuated with a 34% decrease in 2025 to \$5,212,008, but are set to rise by 184% to \$14,779,264 in 2026. These changes reflect the town's evolving priorities and financial strategies, positioning Fort Bragg for continued growth and development.

### Budgeted Expenditures by Expense Type



## Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2024 Estimated YE	FY2025 Estimated YE	FY2026 Adopted	FY2025 Estimated YE vs. FY2026 Adopted (% Change)
Expense Objects						
Salaries	\$3,943,628	\$4,138,874	\$4,248,973	\$4,522,551	\$6,262,532	38.5%
Benefits	\$2,157,979	\$2,343,554	\$2,544,599	\$2,758,167	\$3,596,653	30.4%
Materials & Services	\$7,608,566	\$7,897,237	\$5,043,519	\$6,739,091	\$14,779,264	119.3%
Allocation to ISF	\$231,560	\$141,613	-\$32,484	-\$193,328	-\$172,928	-10.6%
Other Expenditures	\$170,580	\$308,301	\$267,787	\$317,526	\$263,818	-16.9%
Allocated Personnel Costs	\$4,645,292	\$4,544,884	\$4,198,267	\$4,494,189	\$4,535,656	0.9%
Repairs & Maintenance	\$276,045	\$338,595	\$348,788	\$493,317	\$411,450	-16.6%
Capital Outlay	\$755,117	\$3,802,073	\$7,137,724	\$17,643,068	\$24,378,427	38.2%
Interest	\$248,613	\$210,434	\$182,899	\$172,355	\$166,060	-3.7%
CAPITAL GRANTS	\$0	\$3,391	\$0	\$0	\$0	0%
Allocated Overhead	-\$19,790	\$0	\$10,000	\$140,000	\$140,000	0%
Capital Assets, Net	\$1,278,669	\$1,230,562	\$1,494,624	\$2,289,625	\$2,172,080	-5.1%
Administration	\$2,184,848	\$2,263,018	\$1,219,518	\$1,226,943	\$1,056,208	-13.9%
Contractual Services	\$634,834	\$657,732	\$939,084	\$663,728	\$576,761	-13.1%
Insurance	\$166,886	\$384,876	\$198,117	\$229,688	\$228,198	-0.6%
Other Operating	\$362,204	\$150,657	\$135,890	\$147,700	\$149,500	1.2%
Principal	\$3,889,172	\$441,027	\$979,068	\$705,348	\$739,555	4.8%
Utilities	\$846,725	\$898,862	\$855,993	\$919,000	\$1,061,540	15.5%
Depreciation	\$1,965,319	\$2,054,043	\$0	\$0	\$0	0%
Transfer Out	\$8,770,786	\$10,432,816	\$6,995,422	\$21,921,164	\$31,517,827	43.8%
BROADBAND Materials and Services		\$0		\$0	\$9,000	N/A
<b>Total Expense Objects:</b>	<b>\$40,117,035</b>	<b>\$42,242,549</b>	<b>\$36,767,787</b>	<b>\$65,190,133</b>	<b>\$91,871,601</b>	<b>40.9%</b>





## General Fund

The General Fund is the City's primary operating fund. It is used to account for resources traditionally associated with general government activities that are not required (legally or by sound fiscal management) to be accounted for in another fund.

### Summary

The City of Fort Bragg's General Fund supports essential municipal services including Public Safety, Community Development, Park Maintenance, and Street Maintenance. These core functions are integral to maintaining the quality of life for residents and are closely tied to the City's economic health and development activity.

For FY 2024, General Fund revenues are projected to total \$12.3 million, with expenditures coming in below budget due to salary savings from multiple vacancies, including the Community Development/Senior Planner position and two police officer positions. As a result, the City anticipates a year-end surplus of \$311,905, which will be added to reserves.

The FY 2025 General Fund budget is balanced, with \$14.4 million in projected revenues and \$14.3 million in appropriations, aligning with the City Council's top fiscal priority of maintaining long-term financial stability.

PRIORITY	GOAL	ACHIEVED
1	Adopt a balanced budget	✓
2	Provide additional contributions to Section 115	✓
3	Maintain current level of service (no staff layoffs, no program cuts)	✓
4	Maintain Operating Reserves and Litigation Reserves (15%-20%)	✓
5	Provide funding for Recession/Emergency Reserves (10%)	✓
6	Provide Cost of Living Adjustment for Staff	✓

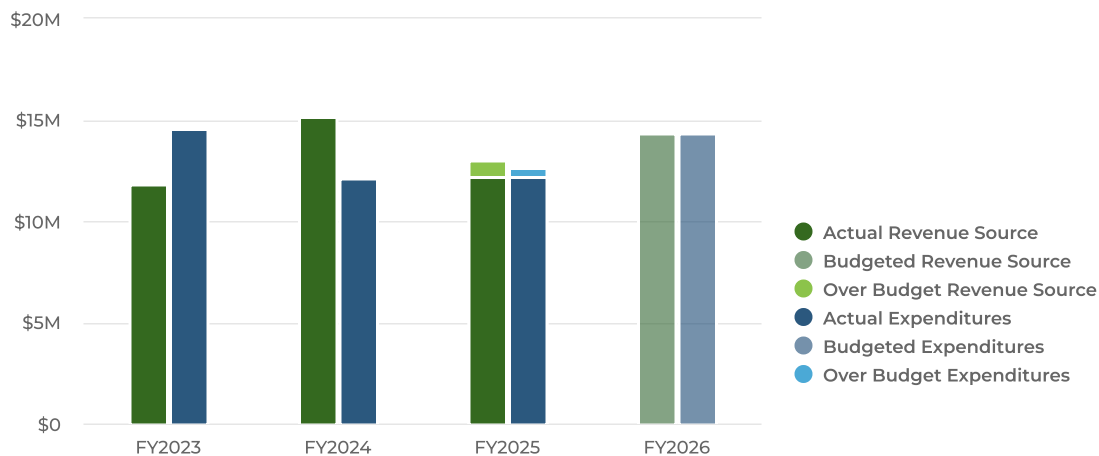
Notably, the FY 2025 budget includes new positions across multiple departments to build organizational capacity and better meet service demands. In previous years, the City exercised caution in staffing growth due to funding constraints. The focus throughout 2024 was to identify and secure stable revenue sources to ensure the City could responsibly expand staffing. With improved financial footing, departments are now actively reassessing and addressing critical staffing needs.

The budget also maintains strong reserve levels, including:

- \$1.8 million in recession reserves (10% of operating expenditures), providing a financial cushion against economic downturns;
- \$1.9 million in operating reserves, representing 25% of General Fund expenditures. While slightly below the Government Finance Officers Association (GFOA) recommended 30%, it reflects continued progress toward that benchmark.
- Continued contributions to the City's Section 115 Pension Trust, which now holds over \$2.05 million, helping to mitigate future pension cost increases.
- 

The FY 2025 budget includes Cost of Living Adjustments (COLAs) for employees represented by SEIU, Mid-Management, Executive Management, and the Fort Bragg Police Association (FBPA), in accordance with their respective Memoranda of Understanding.

Overall, the FY 2025 General Fund budget reflects the City's commitment to conservative fiscal management while remaining cautiously optimistic. The five-year forecast anticipates a potential economic slowdown beginning in FY 2025, and the budget has been prepared with this outlook in mind to ensure continued service delivery and financial resilience.



## General Fund Comprehensive Summary

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Beginning Fund Balance:		\$8,592,235	\$5,975,337	\$9,178,358	\$11,153,258
Revenues					
Property Tax		\$1,141,020	\$1,217,444	\$1,216,997	\$1,228,685
Sales & Use Tax		\$2,146,974	\$2,152,834	\$2,190,200	\$3,272,000
Transient Occupancy Tax		\$3,192,486	\$3,092,214	\$3,026,970	\$3,238,970
Other Taxes		\$953,026	\$974,136	\$955,027	\$972,214
Reimbursements		\$3,805,157	\$4,422,447	\$3,930,583	\$4,195,967
Intergovernmental		\$547,480	\$331,517	\$80,366	\$249,755
Charges for Services		\$88,658	\$542,461	\$466,967	\$705,098
Fines & Forfeitures		\$34,644	\$21,809	\$35,603	\$22,500



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Use of Money & Property		-\$408,585	\$602,859	\$161,625	\$213,500
Allocation to ISF		\$94,598	\$85,144	\$83,173	\$90,300
Other Revenue		\$103,309	\$1,001,426	\$94,674	\$60,200
Intergovernmental		\$15,538	\$41,204	\$24,184	\$30,000
Transfer from Other Funds		\$154,641	\$664,150	\$664,150	\$0
Grant Reimbursements			\$15,576	\$73,431	\$100,000
Total Revenues:		\$11,868,949	\$15,165,222	\$13,003,951	\$14,379,189
Expenditures					
Salaries		\$3,943,628	\$4,138,874	\$4,520,619	\$5,588,242
Benefits		\$2,081,755	\$2,331,008	\$2,708,636	\$3,280,280
Materials & Services		\$2,738,528	\$3,128,294	\$3,460,431	\$4,121,505
Allocation to ISF		\$231,560	\$141,613	-\$193,328	-\$172,928
Other Expenditures		\$168,330	\$308,301	\$317,526	\$263,818
Allocated Personnel Costs		\$991,120	\$988,451	\$778,665	\$778,664
Principal		\$3,863,815	\$441,957	\$435,348	\$467,555
Transfer Out		\$551,224	\$664,150	\$664,150	\$53,274
Total Expenditures:		\$14,569,960	\$12,142,647	\$12,692,045	\$14,380,411
Total Revenues Less Expenditures:		-\$2,701,011	\$3,022,574	\$311,905	-\$1,221
Ending Fund Balance:		\$5,891,224	\$8,997,911	\$9,490,263	\$11,152,037



## Revenues by Source

The City of Fort Bragg's General Fund operations are primarily supported by Sales Tax, Transient Occupancy Tax (TOT), Property Tax, and fees for services rendered. These revenues fund core municipal services including public safety, parks, street maintenance, and community development.

For FY 2025/26, General Fund revenues (excluding transfers) are projected at \$14.4 million, representing a 5% increase over the FY 2024 year-end estimate of \$13.7 million. This growth reflects a cautiously optimistic outlook amid a stabilizing economic environment and continued recovery in travel, tourism, and local business activity.

The City continues to use a "most likely" forecasting model, first adopted in FY 2019, which balances historical performance with current economic trends. However, in light of lingering macroeconomic uncertainties—including elevated inflation, energy costs, and restrictive interest rate policies—the FY 2025/26 budget maintains a conservative revenue outlook consistent with the City's prudent fiscal approach.

### Revenue Composition

- Taxes remain the largest General Fund revenue source, accounting for approximately 60% of the total budget. Key tax revenues include Sales Tax, TOT, and Property Tax.
- Reimbursements from Enterprise and Special Revenue Funds represent about 30% of revenues, primarily offsetting administrative personnel and overhead costs allocated to support utility operations.
- Intergovernmental revenues are projected to increase by 89% over the prior year due to significant grant awards secured for infrastructure, housing, and economic development initiatives.

### Major General Fund Revenue Sources:

#### 1. Sales Tax:

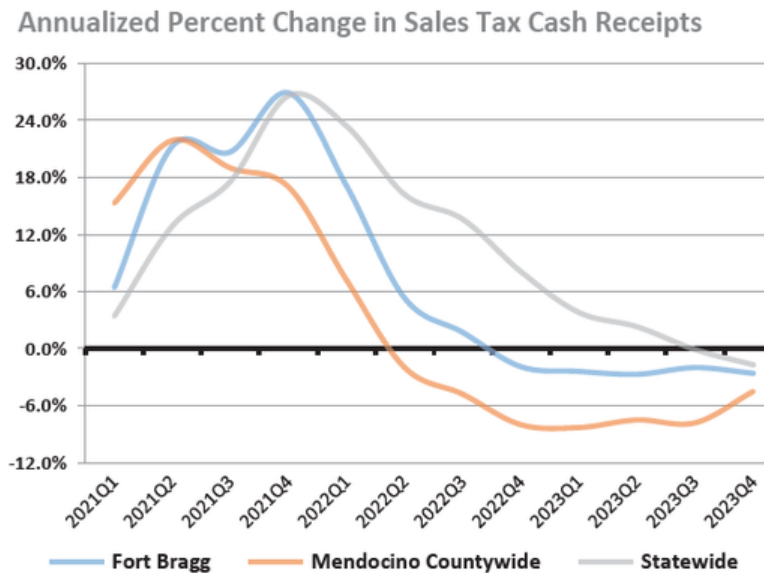
Sales Tax remains one of the most critical revenue sources for Fort Bragg's General Fund, directly supporting core services such as public safety, infrastructure maintenance, and community programs. Sales tax revenue is closely tied to the health of the local and national economy and is influenced by trends in consumer spending, housing activity, and tourism.

For FY 2025/26, Sales Tax revenue is projected at \$3.2 million, a significant increase from the \$2.2 million collected in FY 2024. This \$1 million increase is directly attributable to the voter-approved Measure T, which went into effect in 2025. Measure T increased the City's local transaction and use tax rate, unlocking vital funding to maintain essential services and enhance long-term financial stability.

This projection also reflects steady growth in County Pool revenues, which are largely driven by online purchases. The post-pandemic shift to e-commerce continues to boost Fort Bragg's share of pooled sales tax receipts, further supported by the South Dakota v. Wayfair, Inc. decision that enables collection of sales tax from remote retailers.







Sales tax performance is heavily influenced by broader economic conditions. As of May 2025, inflationary pressures continue to moderate but remain above pre-pandemic levels. According to the U.S. Bureau of Labor Statistics:

- The Consumer Price Index (CPI) rose by 3.1% year-over-year in April 2025.
- Core CPI, which excludes food and energy, increased by 3.2%, continuing a slow downward trend from 2023.
- The Federal Reserve has maintained the federal funds rate at 5.25%, pausing further rate hikes in response to cooling inflation but signaling caution amid ongoing economic uncertainty.

Retail spending data for April 2025 showed modest gains, particularly in service-oriented sectors such as travel, entertainment, and hospitality, suggesting consumers are continuing to shift from goods to experiences—a trend first observed during the post-COVID recovery. Meanwhile, home improvement and construction-related spending, which had surged in FY 2022 and FY 2023, has declined as high interest rates and tightened credit conditions reduce discretionary household spending.

#### **Cautious but Strengthened Outlook**

While economic indicators suggest a gradual return to stability, the City has adopted a conservative forecast for sales tax revenue beyond the impact of Measure T. The outlook accounts for:

- Persistent inflationary conditions and elevated borrowing costs,
- Changes in consumer spending habits favoring services over goods,
- A softening construction market impacting taxable retail sales of building materials.

Nevertheless, the implementation of Measure T marks a major step forward in bolstering the City's revenue base and preparing for long-term fiscal resilience. The additional \$1 million in annual sales tax revenue will allow the City to expand services, strengthen reserves, and invest in community priorities without compromising financial discipline.

## **2. Transient Occupancy Tax:**

Transient Occupancy Tax (TOT) is a key revenue source for the City of Fort Bragg, applied to the cost of lodging stays of less than 30 days. It is collected by local hotels, motels, inns, and vacation rentals and remitted monthly to the City. Historically, TOT accounts for approximately 26% of General Fund revenue and is closely tied to the strength of the tourism industry.

With the passage of Measure U in November 2024, the City's TOT rate increased from 12% to 14% effective in April 2025. This 2% increase is projected to generate an additional \$200,000 to \$300,000 annually, based on conservative estimates. These new revenues provide much-needed flexibility to fund vital public services and strategic investments that directly support residents, visitors, and the tourism economy.

Tourism remains one of Fort Bragg's most significant economic drivers. TOT revenues rebounded strongly following the COVID-19 downturn, climbing to a record high of \$3.4 million in FY 2022. However, FY 2023 experienced a slight decline of 2%, largely attributed to a return to normalized travel patterns and shifting regional competition.

In FY 2024, occupancy rates between November and March declined by 15%, impacted by severe winter storms across Northern California. Additionally, the Average Daily Rate (ADR) in March 2024 was 10% lower than the prior year, in part due to competitive pricing from other destination markets such as Lake Tahoe.

For FY 2025/26, the City is taking a conservative approach, forecasting 1% overall growth in TOT revenues compared to FY 2024 year-end estimates. While this is still 6% below the peak seen in FY 2022, the implementation of Measure U provides a reliable path to revenue recovery and stabilization, particularly as new events and destination marketing efforts begin to mature.

Key strategies for boosting TOT revenues include:

- Continued investment in the Visit Fort Bragg campaign (funded by Measure AB), which positions Fort Bragg as a premier coastal destination.
- Hosting annual signature events during the off-season to stimulate overnight stays and local spending.
- Leveraging partnerships with regional tourism organizations to broaden outreach and attract new visitor demographics.

City staff will closely monitor TOT performance throughout FY 2025/26 and make adjustments to revenue projections as needed. This includes analyzing seasonal trends, ADR shifts, and occupancy data in real time. Any mid-year surpluses from TOT will be evaluated for strategic reinvestment in tourism infrastructure, downtown improvements, or service enhancements that benefit both residents and visitors.

The City remains committed to responsibly managing TOT revenue to support essential services, strengthen the local economy, and ensure Fort Bragg remains a vibrant year-round destination. Let me know if you'd like to include a summary chart or integrate this into a broader tourism strategy section of the budget.

### **3. Property Tax:**

Property tax is a key revenue source for the City of Fort Bragg, representing a stable and predictable funding stream that supports essential General Fund operations. Property tax is an ad valorem (value-based) tax applied to both real and personal property located within the City's jurisdiction.

There are two primary components:

- Secured property taxes: levied on real property such as land and buildings.
- Unsecured property taxes: levied on personal property, including equipment and machinery not permanently affixed to land.

Under Proposition 13, the general property tax rate is capped at 1% of assessed value, with additional voter-approved assessments permitted. Annual increases in assessed value for properties that have not changed ownership are limited to the lesser of 2% or the California Consumer Price Index (CCPI). Properties are reassessed at full market value upon transfer of ownership or completion of new construction.

Property tax is collected by Mendocino County and distributed according to State formulas to cities, counties, schools, and special districts. Fort Bragg receives only a fraction of the 1% base property tax, but these revenues remain one of the most stable components of the City's General Fund.

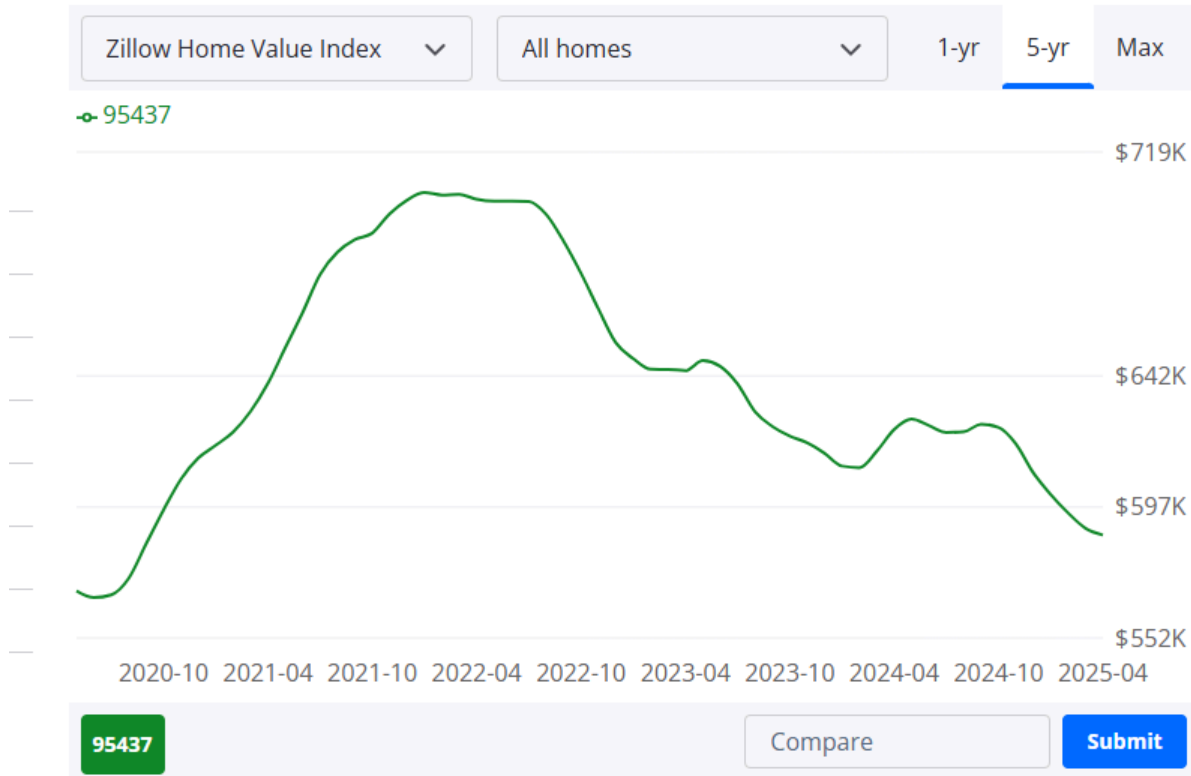


Historically, Fort Bragg's property tax revenues have grown steadily due to increasing property values and moderate levels of new development. Although revenues dipped during the Great Recession, the market has since rebounded, and reassessments have stabilized.

In FY 2025/26, property tax revenues are projected to increase modestly by 2%, reflecting both continued appreciation in home values and new development activity, particularly in infill areas. The housing market remains relatively strong despite statewide affordability challenges, and the City continues to benefit from reassessments triggered by property sales and limited new construction.

While property tax is less susceptible to short-term economic swings than sales or transient occupancy taxes, the City will continue to monitor:

- Trends in real estate transactions,
- County assessment appeals,
- Impacts of new construction and redevelopment efforts.



The FY 2026 Budget anticipates a modest 1% increase in property tax revenue, projecting total receipts of approximately \$1.2 million. This slight growth reflects continued property transfers and limited new development.

Unlike more volatile revenue sources such as sales tax and TOT, property tax remained resilient during the COVID-19 pandemic. However, broader economic conditions are starting to impact local property values. U.S. economic growth slowed in early 2025, and national home prices experienced their broadest decline in over a decade, driven by the Federal Reserve's aggressive interest rate hikes aimed at curbing inflation.

According to Zillow, as of April 2025, the median home value in the 95437 zip code was \$597,000, a 3.1% decrease from the previous year of \$559,000. Residential sales volume also fell, with 121 units sold in the fiscal year, up from 84 units in the same period a year earlier. Median single-family home prices declined from \$700,000 to \$559,000, reflecting softening demand and tightening affordability, with more homes for sale.

Despite these market shifts, affordable housing remains one of Fort Bragg's most pressing challenges. In response, the City has launched and is actively staffing a Community Land Trust (CLT) to increase the availability of workforce housing. The City is also recruiting a Planning and Housing Director to lead

implementation of the CLT and advance housing initiatives citywide. A CLT is a nonprofit, mission-driven model in which the land is owned by the trust and the housing units are owned or leased by residents. This structure ensures long-term affordability and provides working families with opportunities for homeownership, wealth-building, and housing security.

In addition, the City is pursuing the State's Pro-Housing Designation and anticipates submitting its application in July 2025. Fort Bragg is also seeing new housing activity, including the approval of 87 units of market-rate housing and a 45-unit senior housing development in 2025—demonstrating progress toward both market-rate and affordable housing goals.

#### **4. Reimbursements & Intergovernmental**

Reimbursements and Intergovernmental revenues continue to provide critical financial support to Fort Bragg's General Fund by offsetting costs tied to grant administration, internal service delivery, and interfund cost recovery. For FY 2025/26, total revenue in this category is projected at \$4,195,967, representing a significant increase from the prior year and making up approximately 30% of total General Fund revenues.

Intergovernmental revenues include reimbursements for staff time and direct costs related to the implementation of grant-funded programs. This category is expected to see substantial growth in FY 2025/26 due to several major grant awards, including:

- The CDBG Water Meter Project, supporting critical water infrastructure.
- The Local Agency Technical Assistance (LATA) grant from the California Public Utilities Commission (CPUC), funding pre-construction activities for the City's municipal broadband utility.
- A Coastal Commission Grant for the Noyo Harbor Blue Economy initiative, promoting sustainable waterfront development.

New in FY 2025/26, the City will also receive \$600,000 in reimbursements through:

- The Community Resilience Unit (CRU) Program, funded by Proposition 47, which supports coordinated outreach and intervention services for individuals experiencing behavioral health crises.
- The Youth Outcomes & Resilience (YOR) Grant, focused on prevention, mentorship, and support services for at-risk youth.

These programs collectively reimburse the General Fund for significant staff time, contractual services, and programmatic oversight, further reducing the reliance on discretionary revenues to fund important community-based efforts.

##### **Reimbursements (Internal Cost Recovery)**

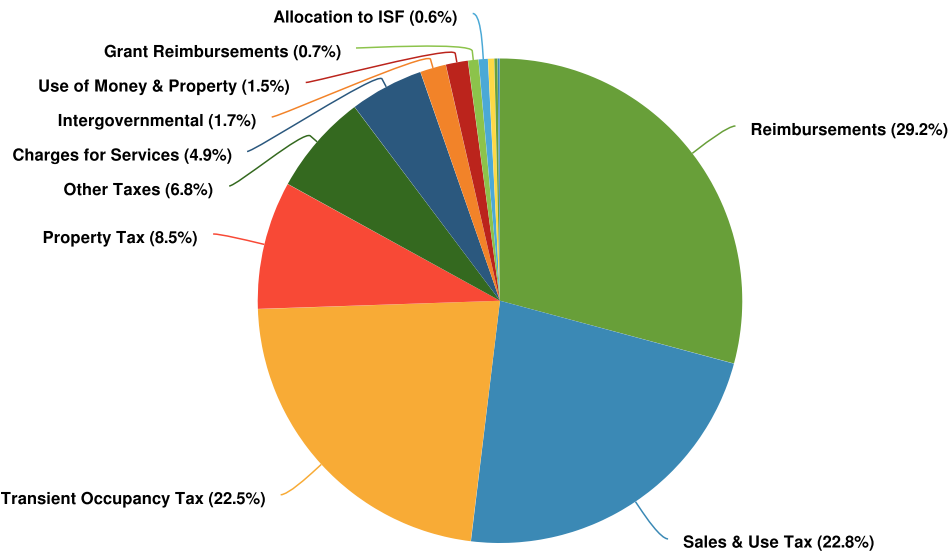
The Reimbursements category also includes cost allocation charges to Enterprise Funds (e.g., Water, Wastewater, Broadband), Internal Service Funds (e.g., IT, Fleet), and Special Revenue Funds. These reimbursements support the cost of centralized services such as:

- Finance and Payroll
- Human Resources
- City Clerk and Council Administration
- Executive Management

The FY 2025/26 budget estimates \$4.1 million in reimbursements, reflecting an 11% increase from the prior year. The growth is driven by:

- Increased developer deposit reimbursements,
- Expanded interfund reimbursements for street projects funded by RMRA and Special Sales Tax,
- Rising internal service support costs,
- And new indirect costs allocated to the CV Starr Enterprise Fund, which was integrated into City operations in February 2024.

## Projected 2026 Revenues by Source



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue Source				
Property Tax	\$1,141,020	\$1,217,444	\$1,216,997	\$1,228,685
Sales & Use Tax	\$2,146,974	\$2,152,834	\$2,190,200	\$3,272,000
Transient Occupancy Tax	\$3,192,486	\$3,092,214	\$3,026,970	\$3,238,970
Other Taxes	\$953,026	\$974,136	\$955,027	\$972,214
Reimbursements	\$3,805,157	\$4,422,447	\$3,930,583	\$4,195,967
Intergovernmental	\$547,480	\$331,517	\$80,366	\$249,755
Charges for Services	\$88,658	\$542,461	\$466,967	\$705,098
Fines & Forfeitures	\$34,644	\$21,809	\$35,603	\$22,500
Use of Money & Property	-\$408,585	\$602,859	\$161,625	\$213,500
Allocation to ISF	\$94,598	\$85,144	\$83,173	\$90,300
Other Revenue	\$103,309	\$1,001,426	\$94,674	\$60,200
Intergovernmental	\$15,538	\$41,204	\$24,184	\$30,000
Transfer from Other Funds	\$154,641	\$664,150	\$664,150	\$0
Grant Reimbursements		\$15,576	\$73,431	\$100,000
<b>Total Revenue Source:</b>	<b>\$11,868,949</b>	<b>\$15,165,222</b>	<b>\$13,003,951</b>	<b>\$14,379,189</b>



## Expenditures by Function

The FY 2025 General Fund expenditures, including transfers out, are projected at \$14.4 million, reflecting a 19.1% increase—or approximately \$2.3 million—over the prior fiscal year. This increase is driven by targeted investments in staffing, public infrastructure, community programs, and rising operational costs.

Approximately 65% of General Fund expenditures are related to personnel costs. Salaries and benefits are governed by the City's policy to provide median market compensation, as outlined in the Memorandums of Understanding (MOUs) with various employee groups. All employees currently contribute between 9–12% of their salary toward pension costs, aligning with long-term fiscal responsibility.

Of the remaining 35% of expenditures, nearly 95% of General Fund spending is non-discretionary, comprising:

- Contracted services (e.g., public safety dispatch, animal control, legal, audit)
- Insurance, utilities, medical supplies, fleet operations
- Indirect costs and internal service allocations

This leaves a small margin for discretionary programmatic or one-time expenditures, reinforcing the importance of grants and cost allocation efficiency.

### Key Cost Drivers in FY 2026

Several strategic and external factors contribute to the \$2.3 million increase in General Fund appropriations:

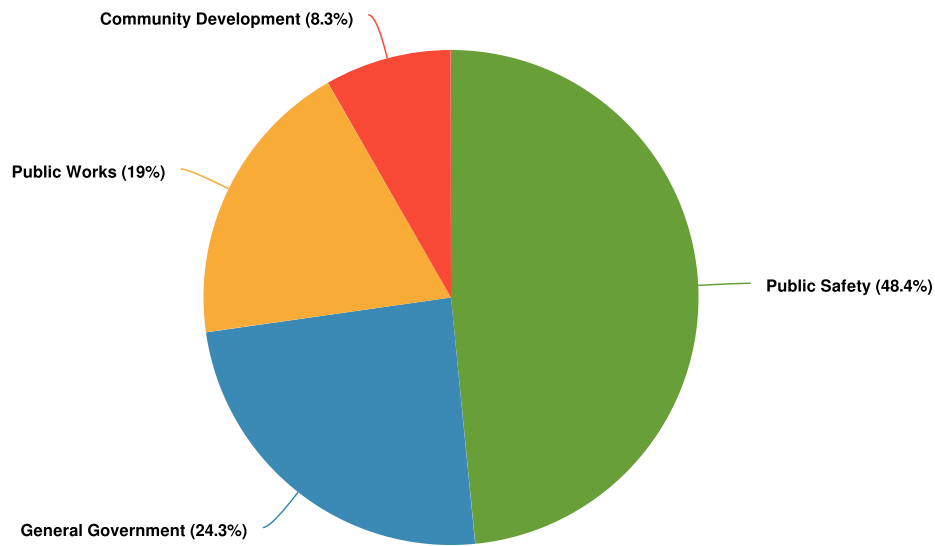
- Personnel expansion and compensation increases, including the addition of three full-time and three part-time positions, benefit cost increases, COLA adjustments, and step advancements, totaling \$600,000.
- One-time capital purchases totaling \$357,000, including street paving equipment and other infrastructure upgrades to improve service delivery and reduce long-term external contracting costs.
- Event funding increase of \$45,000, supporting expanded community engagement through events such as the Blues Festival, Winter Wonderland, and a new mountain biking event.
- \$53,000 in funding for fire equipment, supporting public safety readiness and equipment modernization.
- \$30,000 invested in downtown revitalization, focusing on enhancements that support walkability, aesthetics, and small business visibility.
- Public Safety restructure, including the creation of a Patrol Commander position (offset by freezing a Sergeant position), resulting in a net cost increase of \$48,000, and implementation of a 3% COLA for Fort Bragg Police Association members.
- Benefit costs, including a 4% increase in medical premiums and a 4% year-over-year increase in pension contributions, driven by CalPERS' mixed investment returns over the last three years:
  - FY 2020–21: +21.3%
  - FY 2021–22: –6.1%
  - FY 2022–23: +6.1%

These fluctuations have impacted employer contribution rates and increased annual pension liabilities.

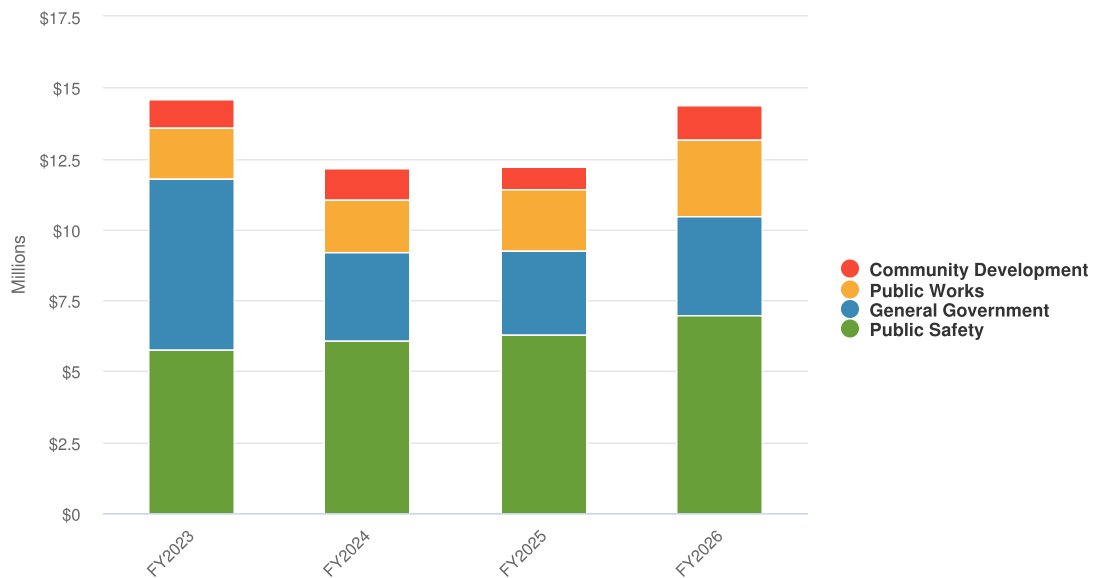
- Outsourcing of landscaping and janitorial services at City facilities, projected at \$90,000, which adds to General Fund costs but frees up internal maintenance staff to address deferred facility maintenance.
- Insurance cost increases, including a 23% rise in liability and workers' compensation premiums and a 15% increase in property insurance, driven by market-wide volatility and rising asset valuations.
- Community Resilience Unit (CRU) program expansion, with new personnel and programming funded through \$600,000 in reimbursements from Proposition 47 and the Youth Outcomes & Resilience (YOR) Grant.



## Budgeted Expenditures by Function



## Budgeted and Historical Expenditures by Function



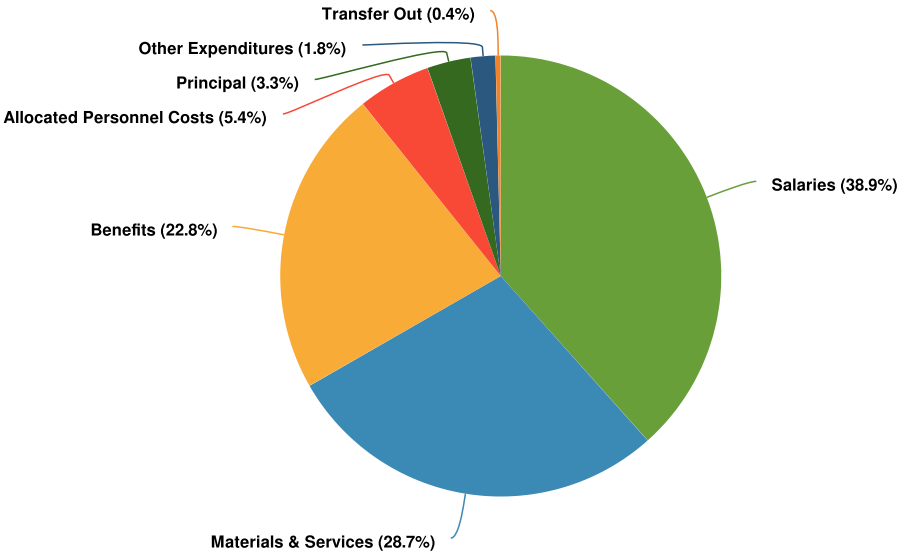
Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expenditures				
General Government	\$5,999,059	\$3,126,562	\$3,804,677	\$3,497,186
Public Safety	\$5,781,548	\$6,098,674	\$6,072,929	\$6,965,836
Community Development	\$1,001,838	\$1,078,406	\$823,579	\$1,190,258
Public Works	\$1,787,516	\$1,839,006	\$1,990,860	\$2,727,130



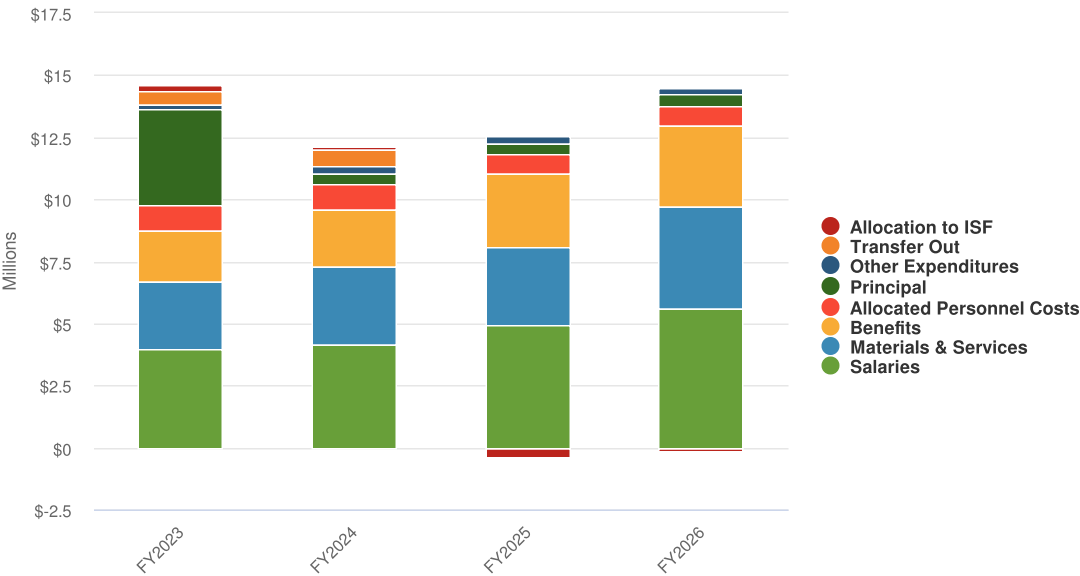
Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Total Expenditures:	\$14,569,960	\$12,142,647	\$12,692,045	\$14,380,411

# Expenditures by Expense Type

## Budgeted Expenditures by Expense Type



## Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2024 Estimated YE	FY2025 Estimated YE	FY2026 Adopted
Expense Objects					





Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2024 Estimated YE	FY2025 Estimated YE	FY2026 Adopted
Salaries	\$3,943,628	\$4,138,874	\$4,248,973	\$4,520,619	\$5,588,242
Benefits	\$2,081,755	\$2,331,008	\$2,533,999	\$2,708,636	\$3,280,280
Materials & Services	\$2,738,528	\$3,128,294	\$2,969,395	\$3,460,431	\$4,121,505
Allocation to ISF	\$231,560	\$141,613	-\$32,484	-\$193,328	-\$172,928
Other Expenditures	\$168,330	\$308,301	\$267,787	\$317,526	\$263,818
Allocated Personnel Costs	\$991,120	\$988,451	\$792,335	\$778,665	\$778,664
Principal	\$3,863,815	\$441,957	\$441,957	\$435,348	\$467,555
Transfer Out	\$551,224	\$664,150	\$664,150	\$664,150	\$53,274
Total Expense Objects:	\$14,569,960	\$12,142,647	\$11,886,111	\$12,692,045	\$14,380,411





## Special Revenue Fund Grants

Special Revenue Funds account for revenues received that have special restrictions placed on their use or are committed to expenditure for specified purposes either through statute or by Council policy. The City has a number of different special revenue funds which are part of the non-operating budget. The City's nonmajor special revenue funds include the following: Special Sales Tax for Street Repairs, Asset Forfeiture, General Plan Maintenance Fee, Gas Taxes, and Fire Equipment Tax. Special Revenue Funds are also used to account for grants obtained to fund City projects and activities.

### Description of Special Revenue Funds

Fund No.	Fund Type	Description
116	<b>General Plan Maintenance Fee</b>	To account for General Plan Maintenance Fee revenue which is required to be used for costs related to the update of the City's General Plan and zoning code.
117	<b>Housing Trust Fund</b>	To account for Inclusionary Housing In-Lieu fee revenue which is required to be used for affordable housing activities.
120	<b>Parking</b>	To account for parking permit revenues and the cost of maintaining City-owned public parking lots.
121	<b>Parking In-Lieu Fees</b>	To account for payments made by downtown property owners in lieu of providing on-site parking. Accumulated funds must be used for activities related to providing off-street parking facilities in the central business district. The requirement for payment of parking in-lieu fees was temporarily suspended by the City Council through December 31, 2017.
122	<b>Parkland Monitoring and Reporting</b>	To account for payments made by Georgia Pacific in connection with the City's acquisition of Noyo Headlands Park property to cover costs associated with on-going monitoring and reporting requirements related to the environmental remediation of the property.
124	<b>State Tobacco License Fee</b>	To account for fees and fines associated with the City's Tobacco Retailer licensing program.

(continued)

## SPECIAL REVENUE FUNDS, Cont'd

Fund No.	Fund Type	Description
125	<b>State Disability Access Fee</b>	To account for funds received under California SB-1186 which mandates a State fee of \$1 on any applicant for or renewal of a local business license, permit or similar instrument when it is issued or renewed. The fee applies to applications and renewals filed between January 1, 2013 and December 31, 2018. 30% of the collected fees are remitted to the California Division of the State Architect while 70% are retained to help increase the number of Certified Access Specialists in the City and to facilitate compliance with construction-related accessibility requirements.
139	<b>COPS AB1913</b>	To account for monies received from the State for law enforcement services under the Citizens Option for Public Safety (COPS) Program established by AB 1913
146	<b>OJP Bulletproof Vest Partnership Grant</b>	To account for monies received under the Bulletproof Vest Partnership Grant Act. This program is designed to pay up to 50% of the cost of National Institute of Justice (NIJ) compliant armored vests purchases for local law enforcement.
167	<b>Asset Forfeiture</b>	To account for monies obtained from seized assets of criminal activities. The funds are used solely to support law enforcement purposes.
176	<b>RDA Housing Successor</b>	To account for revenues retained by the Fort Bragg Redevelopment Agency Successor Agency in connection with the winding-down of the former Redevelopment Agency. Funds must be expended on activities related to the development, retention or rehabilitation of affordable housing in Fort Bragg.
190	<b>Construction/Demolition Ordinance Revenue</b>	To account for deposits that are made in accordance with the City's Construction & Demolition Ordinance. Deposits are refunded if recycling goals are met. Otherwise, the deposits are forfeited and retained in the special revenue fund. The funds may used to improve solid waste recycling facilities, and to provide other related education and programs within the City.
220	<b>Waste Management Community Benefit Revenue</b>	To account for a one-time payment received from Waste Management at the time its franchise agreement for solid waste collection services within the City was extended. The City Council may designate the funds for community benefit purposes. To date, this fund has been used to help offset costs associated with the Noyo Center for Marine Science initiative, the Town Hall Remodel Project and the Downtown Wi-Fi Project.

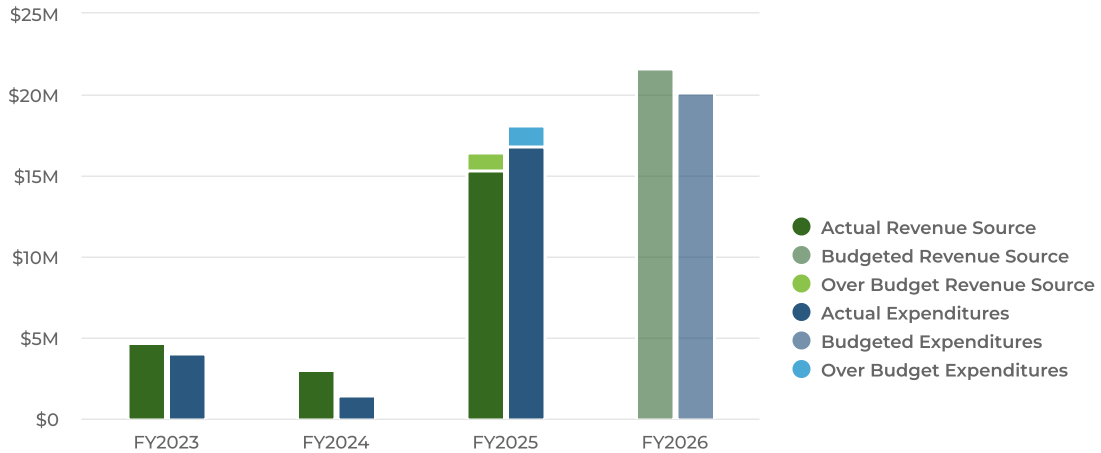


221	<b>Gas Tax</b>	To account for the City's share of State of California's Highway User Tax collected by the State. These revenues are legally restricted to the maintenance and improvement of City roads and streets.
222	<b>RMRA-Gas Tax</b>	To account for the City's share of California's Highway User Tax collected by the State. These revenues are legally restricted to the maintenance and improvements of City roads and streets.
223	<b>Regional Surface Transportation Program (RSTP) D1</b>	To account for Regional Surface Program (RSTP) D1 funds. The purpose of the program is to provide funding to local jurisdiction for a wide variety of transportation planning and improvements projects, such as research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for non-motorized traffic.)The City currently has D1 funds available to claim from MCOG in the amount of \$283k; it is anticipated that this balance will increase in FY 2017/18 by approximately \$98k
230	<b>Traffic &amp; Safety</b>	To account for revenue received from traffic fines which is restricted to City street repairs and traffic safety.
250	<b>Street and Alley Repairs</b>	To account for revenue received from a special half-cent sales tax which is restricted to City street and alley repairs.
280	<b>Parcel Tax, Fire Equipment</b>	To account for monies received from a parcel tax which is restricted to the purchase of Fire Equipment. The parcel tax was renewed by the voters in 2015.
285	<b>OJ Park Maintenance</b>	This fund accounts for revenues from a one-time gift to the City by the heirs of Otis Johnson for use on special projects and/or maintenance activities at Otis Johnson Wilderness Park.
286	<b>Caspar JPA Funds</b>	This fund tracks revenue and expenses for Caspar JPA
285	<b>SB 1383 Funds</b>	SB 1383 mandates an effort to reduce methane emissions from organic waste by 75% by 2025 and recover at least 20% of surplus food for human consumption by 2025.



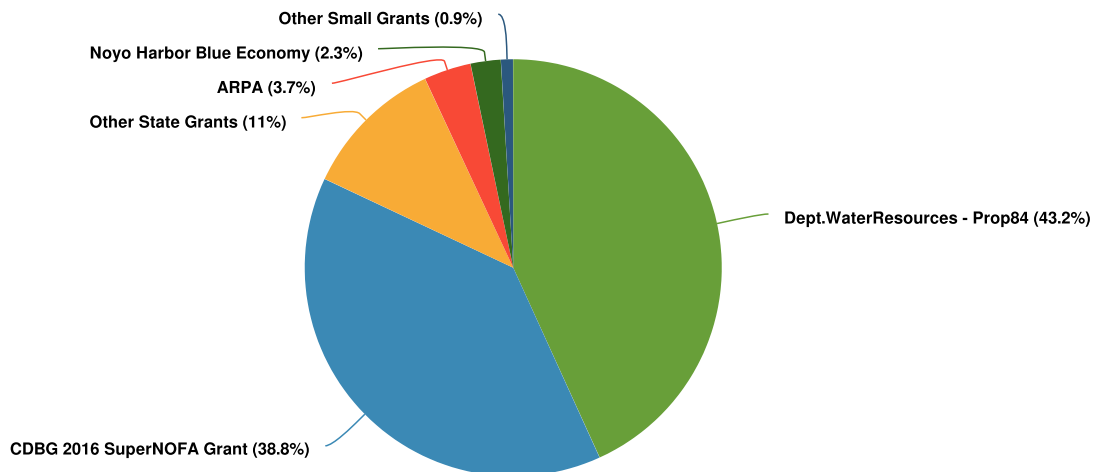
## Summary

The City of Fort Bragg is projecting \$21.64M of revenue in FY2026, which represents a 41.1% increase over the prior year. Budgeted expenditures are projected to increase by 19.6% or \$3.3M to \$20.14M in FY2026.

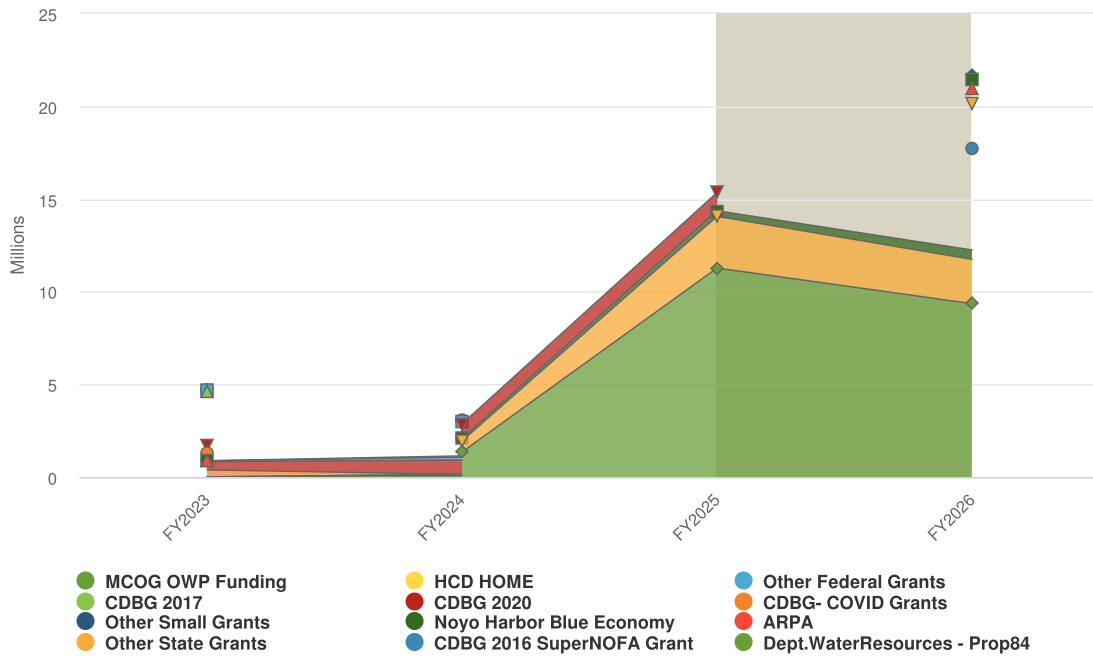


## Revenue by Fund

### 2026 Revenue by Fund



## Budgeted and Historical 2026 Revenue by Fund



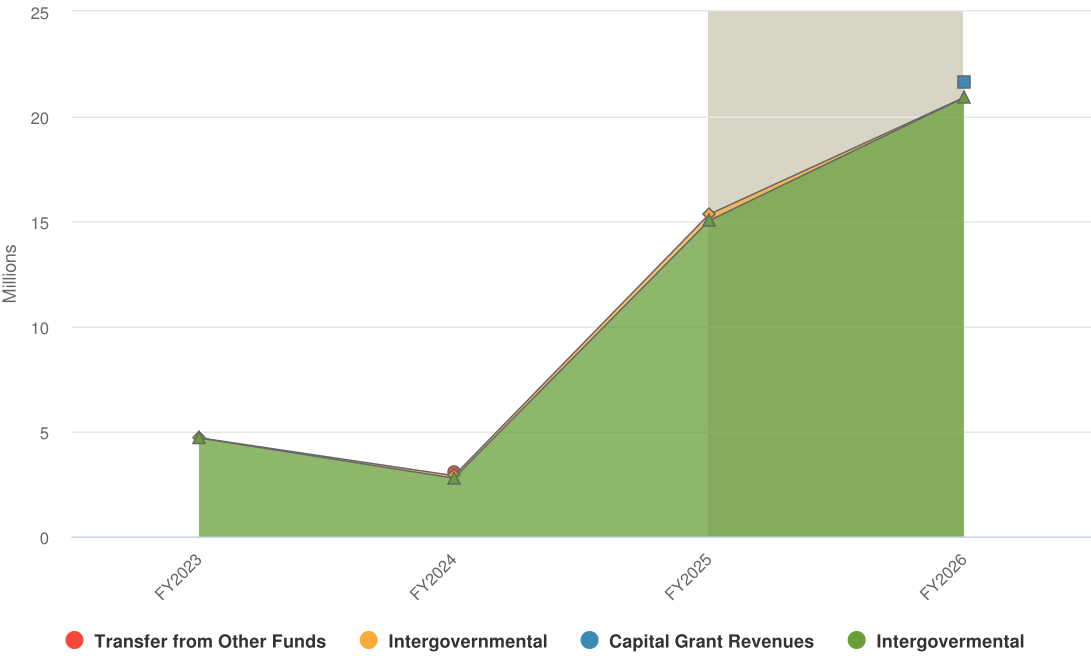
Grey background indicates budgeted figures.

Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
MCOG OWP Funding	\$6,710	\$71,753	\$0	\$0
Dept. WaterResources - Prop84	\$0	\$1,348,334	\$14,686,031	\$9,350,456
HCD HOME	\$0	\$1,963	\$0	\$0
Other State Grants	\$0	\$598,031	\$649,951	\$2,389,250
Other Federal Grants	\$43,221	\$140,883	\$0	\$0
CDBG 2016 SuperNOFA Grant	\$0	\$0	-\$10,400	\$8,400,000
Other Small Grants	-\$3,575	\$775	\$0	\$204,483
CDBG 2017	\$2,950,837	\$0	\$0	\$0
CDBG 2020	\$445,517	\$779,927	\$1,173,868	\$0
CDBG- COVID Grants	\$376,448	\$8,788	\$0	\$0
ARPA	\$872,081	\$0	\$0	\$794,150
Noyo Harbor Blue Economy	\$9,566	\$136,197	\$0	\$505,726
Total:	\$4,700,803	\$3,086,651	\$16,499,450	\$21,644,065

## Revenues by Source



Budgeted and Historical 2026 Revenues by Source



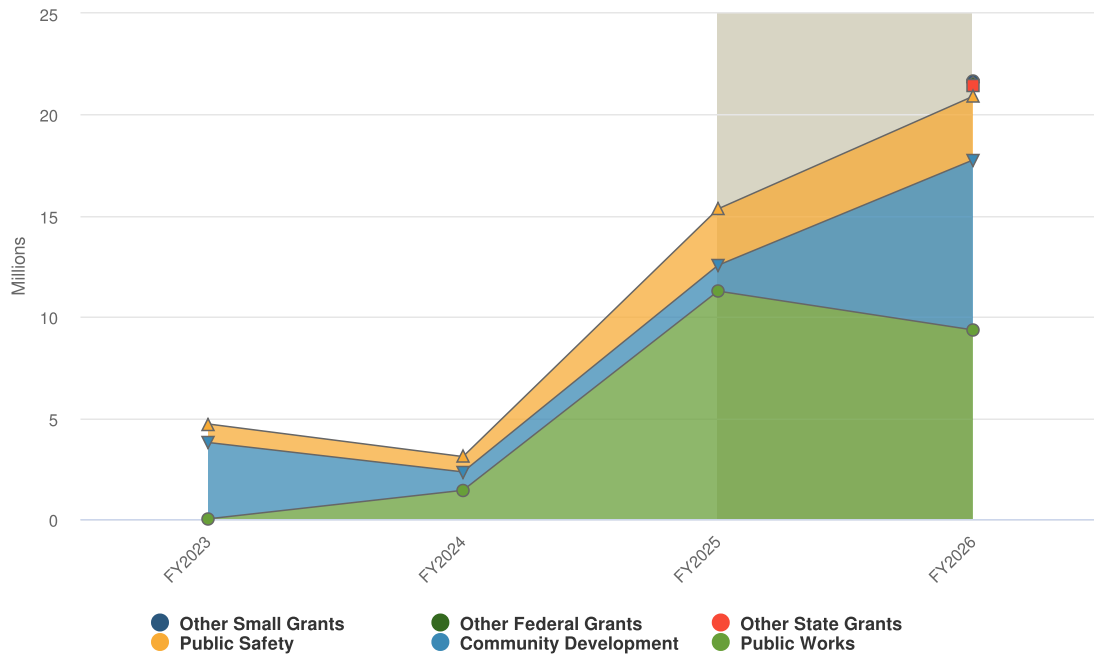
Grey background indicates budgeted figures.

Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue Source				
Intergovernmental	\$5,990	\$117,965	\$0	\$4,500
Intergovernmental	\$4,694,813	\$2,778,677	\$16,151,655	\$20,899,384
Transfer from Other Funds	\$0	\$190,009	\$347,795	\$0
Capital Grant Revenues		\$0	\$0	\$740,181
Total Revenue Source:	\$4,700,803	\$3,086,651	\$16,499,450	\$21,644,065

Revenue by Department



## Budgeted and Historical 2026 Revenue by Department



Grey background indicates budgeted figures.

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue					
Public Safety					
Intergovernmental					
SB-2 Grant Revenue	329-4873-3336	\$0	\$78,246	\$0	\$0
MCOG/CALTRANS	329-5063-3336	\$0	\$0	\$232,951	\$0
REAP Grant Revenue	329-5078-0336	\$0	\$80,582	\$0	\$0
Dept of Parks & Rec - Bainbrid	329-6133-3336	\$0	\$439,203	\$417,000	\$1,849,052
USDA Vehicle Grant	330-5056-3336	\$0	\$140,883	\$0	\$0
EDA- Feasibility Study	330-6125-3336	\$43,221	\$0	\$0	\$0
ARPA COVID Funds	336-0000-3336	\$872,081	\$0	\$0	\$794,150
NoyoHarbor Blue Economy	337-0000-3336		\$19,008	\$0	\$505,726
Total Intergovernmental:		\$915,302	\$757,922	\$649,951	\$3,148,928
Total Public Safety:		\$915,302	\$757,922	\$649,951	\$3,148,928
Public Works					
Intergovernmental					
MCOG Wayfinding Proj CDD-66	314-3015-3222	\$0	\$1	\$0	\$0
Total Intergovernmental:		\$0	\$1	\$0	\$0
Intergovernmental					
MCOG OWP	314-3022-3222	\$2,068	\$71,752	\$0	\$0
MCOG OWP	314-3023-3222	\$4,641	\$0	\$0	\$0





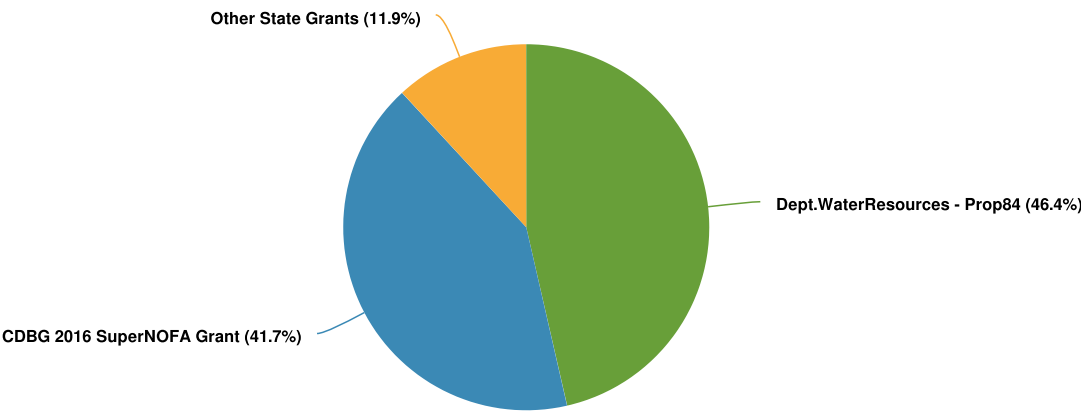
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
SRF Grant	319-0000-0338		\$0	\$10,414,000	\$2,512,000
Grant Revenue	319-0000-3336	\$0	\$1,348,334	\$4,272,031	\$6,838,456
Total Intergovernmental:		\$6,710	\$1,420,086	\$14,686,031	\$9,350,456
Total Public Works:		\$6,710	\$1,420,087	\$14,686,031	\$9,350,456
Community Development					
Intergovernmental					
Community Foundation of MC	332-5053-3337	\$0	\$0	\$0	\$4,500
HEAP Homeward Bound Grant	332-6121-3336	-\$3,575	\$775	\$0	\$0
Grant Revenues	337-5080-3336	\$9,566	\$117,188	\$0	\$0
Total Intergovernmental:		\$5,990	\$117,964	\$0	\$4,500
Intergovernmental					
CDBG HOME	326-0000-3301	\$0	\$1,963	\$0	\$0
Fed Grant Revenue	331-0000-3250	\$0	\$0	-\$10,400	\$8,400,000
CDBG Grant Revenue	333-0000-3250	\$2,950,837	\$0	\$0	\$0
CDBG 20 Revenue	334-0000-3250	\$445,517	\$589,917	\$826,073	\$0
CDBG CV Revenue	335-0000-3250	\$376,448	\$8,788	\$0	\$0
Total Intergovernmental:		\$3,772,802	\$600,668	\$815,673	\$8,400,000
Transfer from Other Funds					
Transfers from Other Funds	334-7999-7999	\$0	\$190,009	\$347,795	\$0
Total Transfer from Other Funds:		\$0	\$190,009	\$347,795	\$0
Total Community Development:		\$3,778,792	\$908,641	\$1,163,468	\$8,404,500
Other State Grants					
STATE GRANTS					
Capital Grant Revenues					
Grant Revenue - Prop 47	329-5210-3336		\$0	\$0	\$540,198
Total Capital Grant Revenues:			\$0	\$0	\$540,198
Total STATE GRANTS:			\$0	\$0	\$540,198
Total Other State Grants:			\$0	\$0	\$540,198
Other Small Grants					
STATE GRANTS					
Capital Grant Revenues					
Grant Revenue	332-5067-3336		\$0	\$0	\$31,683
Total Capital Grant Revenues:			\$0	\$0	\$31,683
Total STATE GRANTS:			\$0	\$0	\$31,683
Total Other Small Grants:			\$0	\$0	\$31,683
Other Federal Grants					
Community Development					
Capital Grant Revenues					
Grant Revenue-Winter Shelter	332-5214-3336		\$0	\$0	\$168,300



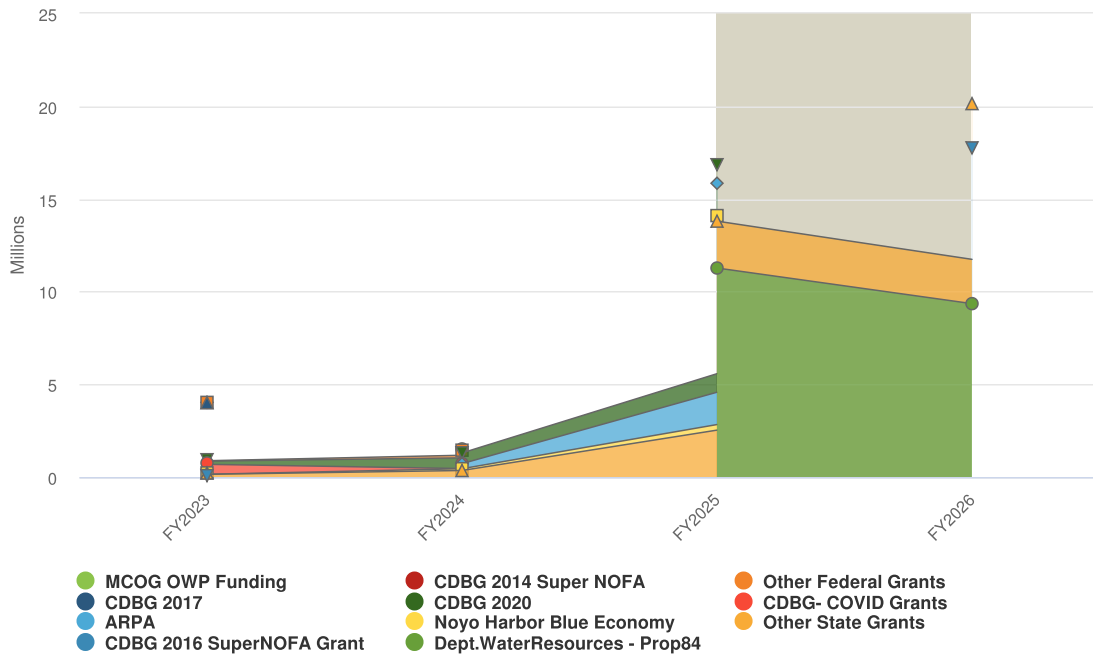
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Total Capital Grant Revenues:			\$0	\$0	\$168,300
Total Community Development:			\$0	\$0	\$168,300
Total Other Federal Grants:			\$0	\$0	\$168,300
Total Revenue:		\$4,700,803	\$3,086,651	\$16,499,450	\$21,644,065

Expenditures by Fund

2026 Expenditures by Fund



## Budgeted and Historical 2026 Expenditures by Fund

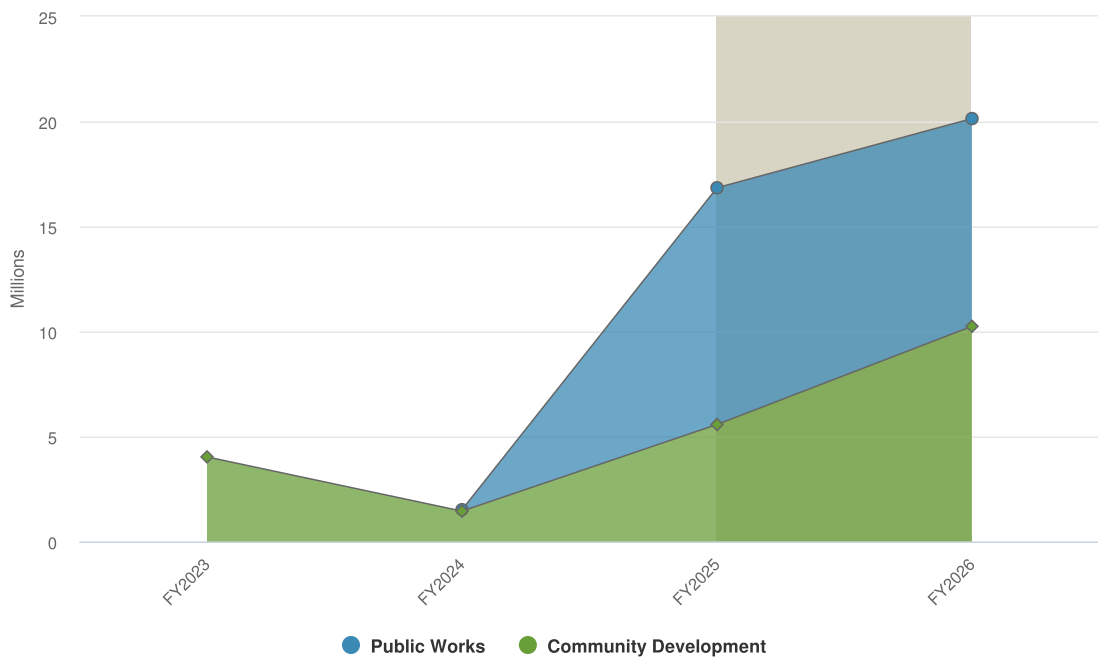


Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
MCOG OWP Funding	\$0	\$67,018	\$0	\$0
CDBG 2014 Super NOFA	\$4,641	\$0	\$0	\$0
Dept.WaterResources - Prop84	\$0	\$0	\$14,686,031	\$9,350,456
Other State Grants	\$142,708	\$351,148	\$649,951	\$2,389,250
Other Federal Grants	\$19,361	\$140,883	\$0	\$0
CDBG 2016 SuperNOFA Grant	\$75,400	\$0	\$2,000,000	\$8,400,000
CDBG 2017	\$3,072,333	\$0	\$0	\$0
CDBG 2020	\$174,629	\$576,273	\$826,073	\$0
CDBG- COVID Grants	\$538,146	\$9,398	\$0	\$0
ARPA	\$0	\$274,118	\$0	\$0
Noyo Harbor Blue Economy	\$2,500	\$95,699	\$0	\$0
<b>Total:</b>	<b>\$4,029,718</b>	<b>\$1,514,537</b>	<b>\$18,162,055</b>	<b>\$20,139,706</b>

## Expenditures by Function



### Budgeted and Historical Expenditures by Function



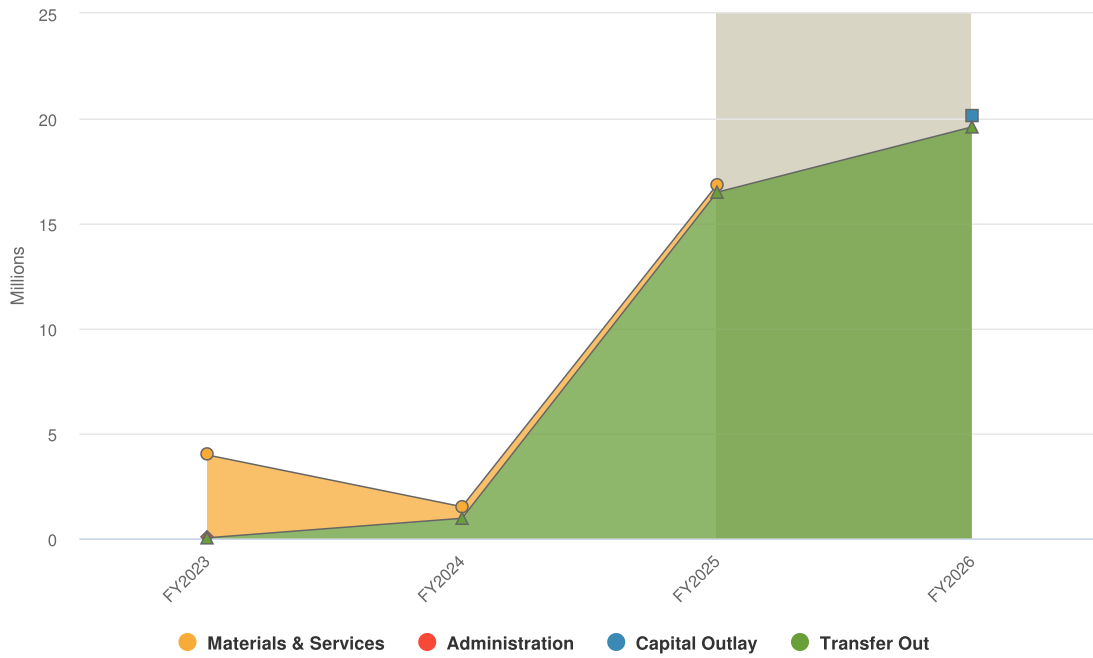
Grey background indicates budgeted figures.

Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expenditures				
Community Development	\$4,029,718	\$1,447,519	\$3,476,024	\$10,249,052
Public Works	\$0	\$67,018	\$14,686,031	\$9,890,654
Total Expenditures:	\$4,029,718	\$1,514,537	\$18,162,055	\$20,139,706

### Expenditures by Expense Type



## Budgeted and Historical Expenditures by Expense Type



Grey background indicates budgeted figures.

Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects				
Materials & Services	\$3,949,521	\$551,330	\$0	\$0
Capital Outlay	\$0	\$0	\$0	\$540,198
Administration	\$48,441	\$0	\$0	\$0
Transfer Out	\$31,756	\$963,207	\$18,162,055	\$19,599,508
<b>Total Expense Objects:</b>	<b>\$4,029,718</b>	<b>\$1,514,537</b>	<b>\$18,162,055</b>	<b>\$20,139,706</b>



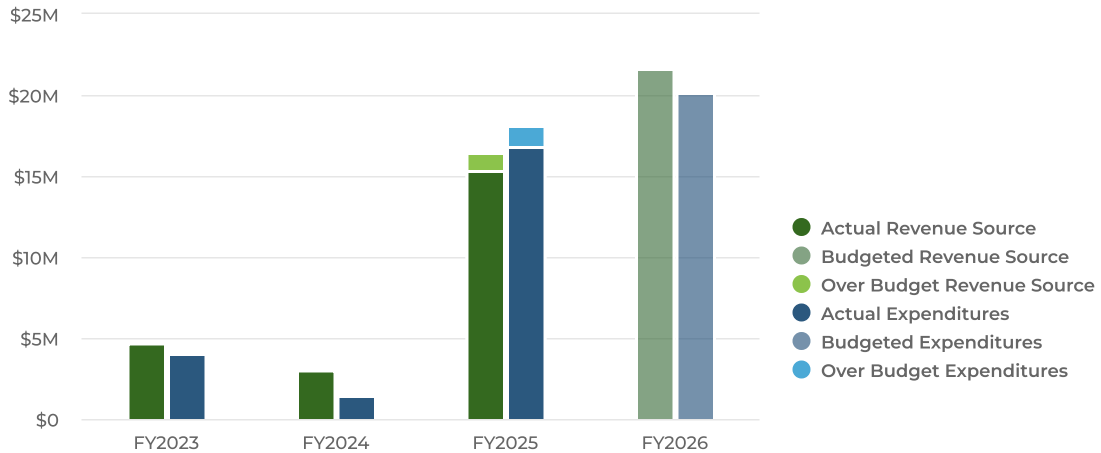


## Grant Funds

Special Revenue Funds account for revenues received that have special restrictions placed on their use or are committed to expenditure for specified purposes either through statute or by Council policy. The City has a number of different special revenue funds that are part of the non-operating budget. The City's nonmajor special revenue funds include the following:

### Summary

The City of Fort Bragg is projecting \$21.64M of revenue in FY2026, which represents a 41.1% increase over the prior year. Budgeted expenditures are projected to increase by 19.6% or \$3.3M to \$20.14M in FY2026.



## FY 2024/2025 Grants In Progress

Fund Description	GRANT AMOUNT AWARDED	PRIOR YEAR(S) ACTIVITY	FY 25/26 PROPOSED BUDGET
<b>110 Social Services Grant (PD)</b>	222,348	73,348	-
<b>Opioid Grant (PD)</b>	345,363	-	-
<b>CHP Cannabis Grant (PD)</b>	46,550	-	-
<b>Measure B (PD) (SSL)</b>	250,000	-	125,000
<b>Youth Opiod Response 4 (PD) (SSL)</b>	580,764	-	131,916
<b>CHP Cannabis Grant FY 25/26 (PD)</b>	50,000	-	50,000
	<b>1,495,025</b>	<b>73,348</b>	<b>306,916</b>
<b>118 Permanent Local Housing Allocation (PLHA)</b>			
PLHA	<b>413,177</b>		<b>413,177</b>
<b>222 RMRA-Local Partnership Program (LPP)</b>			
2025 Pavement Preservation Project	400,000		400,000
<b>Highway Safety Administration (HSIP)</b>			
Systematic Improvements at Unsignalized Intersections	73,890		73,890
Willow St. Pedestrian Improvements	349,677	-	45,900
	<b>Total RMRA LPP:823,567</b>		<b>519,790</b>
<b>319 Water Grants</b>			
Raw Water Line - DWR	\$ 8,800,000		\$ 6,838,456
Oneka Buoy- Desalination DWR	\$ 1,490,000	\$ 300,000	
Water Treatment Plant- SRF	\$ 12,100,000		\$ 2,512,000
Recycled Water Facility Planning Study	\$ 500,000		\$ 500,000
	<b>22,890,000</b>	<b>300,000</b>	<b>\$ 9,850,456</b>
<b>329 Other State Grants</b>			
CPUC - Federal Funding Account (Broadband)	\$ 10,300,000		8,955,488
CPUC - Local Agency Technical Assistance (Broadband)	479,529		479,529
Prop 68- Per Capita (Wiggly Giggly Playground)	177,952	90,918	87,034
State Park Program (SPP) - Bainbridge Park Enhancement Project	2,063,100	784,901	1,278,199
Proposition 47 (PD) (SSL)	2,521,555	-	739,681
	<b>Total State Grants:13,020,581</b>	<b>875,819</b>	<b>11,539,931</b>
<b>330 Other Federal Grants</b>			
<b>U.S. Department of Agriculture</b>			
USDA - Fleet	115,300	213,400	115,300
<b>CalOES</b>			
CalOES Hazard Mitigation- Fire Station	2,846,351		2,846,351
<b>National Oceanic and Atmospheric Association</b>			
NOAA Trash Capture	898,805		898,805
	<b>3,860,456</b>	<b>213,400</b>	<b>3,860,456</b>
<b>334 CDBG 2025 Program Income Grant</b>			
BALP	516,481		250,000
BALP General Administration	\$ 53,519		25,000
	<b>Total:570,000</b>		<b>275,000</b>
<b>336 AMERICAN RESCUE PLAN FUND</b>			
<b>ARPA 2021</b>			
Business Assistance Programs	800,000	-	794,150
Homeward Bound	40,000	-	-
IT Upgrades	104,162	-	-
Housing Initiatives	800,000	-	-













		Total:	<b>1,744,162</b>	-	<b>794,150</b>
<b>337 Noyo Harbor Blue Economy</b>					
	Local Coastal Program Grant - Harbor		898,990		505,726
		Total:	<b>898,990</b>		505,726
<b>332 T Mobile Hometown Grant</b>					
	Tribal Learning Center Revitalization		50,000		31,683
		Total:	<b>50,000</b>		31,683
<b>332 Community Foundation of Mendocino County</b>					
	Tribal Learning Center Signage		4,500		4,500
		Total:	<b>4,500</b>		4,500
<b>Total FY 24/25 Grant Activity</b>			<b>\$ 45,770,458</b>	<b>\$ 1,462,567</b>	<b>\$ 28,101,785</b>



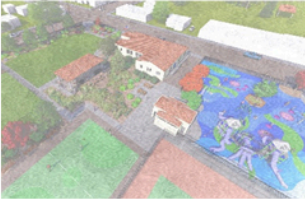












## Description of Grants & Special Revenue Funds

Fund No.	Grant Special Revenue	Description
118	<b>Permanent Local Housing Allocation (PLHA)</b> 	PLHA provides funding to local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.
222	<b>RMRA-Local Partnership Program (LPP)</b> 	The City's 2025 Pavement Preservation Project has been awarded \$400,000 for various overlay treatments on up to 36 City Streets. The design of this project was awarded in April 2024 and expected to build in Spring of 2025.
222	<b>Highway Safety Administration (HSIP)</b> 	The City revised its Local Road Safety Plan in September 2024. This document allowed the City to compete for HSIP funding. The City applied for and was awarded funding for one project. The Willow St. Pedestrian Improvements project will install a pedestrian crossing island, high visibility crosswalks, and ADA compliant sidewalk, curb gutter, curb ramps, and bulb outs to improve pedestrian safety on Willow St.
222	<b>Highway Safety Administration (HSIP)</b> 	The City completed a Local Road Safety Plan in June 2022. This document allowed the City to compete for HSIP funding. The City applied for and was awarded funding for two projects.  1) Oak at Harold Segment Improvements- this project was completed in 2024; and  2) Systematic Improvements at Unsignalized Intersections- this project includes improvements at various intersections including Pine Street. This project is in design and expected to be built in FY 24/25.
222	<b>RMRA-Local Streets and Roads (LSR) &amp; Local Partnership Program LPP</b> 	RMRA has two apportionment accounts LPP money is only awarded on a project specific bases after review and confirmation of application and Local Streets and Roads (LSR) funding is distributed as monthly payments based on a formula and available to city's who submit an eligible project list. During the LPP Program 2024 cycle, the City applied for \$2.6 million in competitive funding. If awarded, these funds will be applied to a 2027 streets project.

223	<b>Mendocino Council of Governments (MCOG) D1 RSTP</b>	<b>D1 Funds</b> No proposed projects this fiscal year.
		
287	<b>Cal-Recycle-SB 1383</b>	<b>CalRecycle SB 1383 Local Assistance Grant Program</b> The Department of Resources Recycling and Recovery (CalRecycle) was tasked with administering a non-competitive grant program providing funding to local jurisdictions to assist with the implementation of regulation requirements associated with Senate Bill 1383 (SB 1383). The first round of funding awarded the City of Fort Bragg a grant in the amount of \$20,000 with an expenditure deadline of September 2, 2024. The second round of funding awarded the City of Fort Bragg a grant in the amount of \$75,000 with an expenditure deadline of April 1, 2026. No additional funding has been allocated to this program at this time.
		
319	<b>Department of Water Resources (DWR)</b>	<b>Raw Line Project:</b> DWR through the Urban and Multibenefit Drought Relief Grant Program The City of Fort Bragg in Mendocino County will receive \$8.8 million for structural lining and reconstruction of 9,250 feet of pipeline that supplies over half the water used by the city, which faced acute water supply challenges earlier this year. The project will strengthen resilience by ensuring reliable delivery of water during future drought events.
		
319	<b>Department of Water Resources (DWR)</b>	<b>Water Treatment Plan</b> The total project budget available through this grant, which includes construction and construction management, is \$11,099,340. The project includes replacement of the filter treatment units, clarifier media, wash system, upgrades to the exterior of the facility, roof, pump room shell, lab space and more
		
319	<b>State Water Resources Control Board</b>	<b>Recycled Water Study</b> The Water Board awarded the City \$500,000 in March of 2024 to perform a facilities planning report to study the use of recycled water from the City's water treatment plant. The study includes customer demand, source availability, hydrology, benefits, environmental impacts, and more.
		

329	<b>Prop 47 Funding (BSCC funding)</b>		<b>California Board of State &amp; Community corrections</b> funds are awarded to public agencies to provide mental health services, substance use disorder treatment and/or diversion programs for those in the criminal justice system.
329	<b>Local Agency Grant – Broadband</b>		<b>California Public Utilities Commission (CPUC) Local Agency Technical Assisatance (LATA)</b> \$479,528.60: Pre-construction activities for deployment of a city-wide Fiber to the Premise (FTTP) broadband network. Effort will result in final design and engineering based on the 2021 Fort Bragg Digital Infrastructure Plan, business plan, financing strategy, and marketing campaign.
329	<b>California State Parks (SPP) Prop 68</b>		<b>State Parks Programs</b> Bainbridge Park Enhancement Project-includes soccer field, multi-use pavilion, art, landscaping, playground surfacing, lighting and other renovations. Prop 68- Per CapitaThis funding will be used in the construcion of the above described project.
329	<b>Clean California Grant (Caltrans Program)</b>		<b>Fort Bragg Art And Recycling Beautification Project</b> This project involves curating and installing 55 new eye-catching art-wrapped dual waste/recycling bins and renovating 20 others. These bins will be strategically placed in three high-trash generating areas within the city. The project was inspired by similar initiatives in other communities and reflects the city's commitment to using art for creative placemaking.
330	<b>Federal Grants USDA- Fleet</b>		<b>U.S. Department of Agriculture -Fleet</b> The USDA Rural Community Facilities Grants provide match for the purchase of several new fleet vehicles. We anticipate the purchase of three (3) vehicles this year using these funds. One (1) Police Department Truck and Two (2) Public Works vehicles including a Jetter Trailer and a Truck. The total grant amount is \$115,300 and the City match is \$94,335.

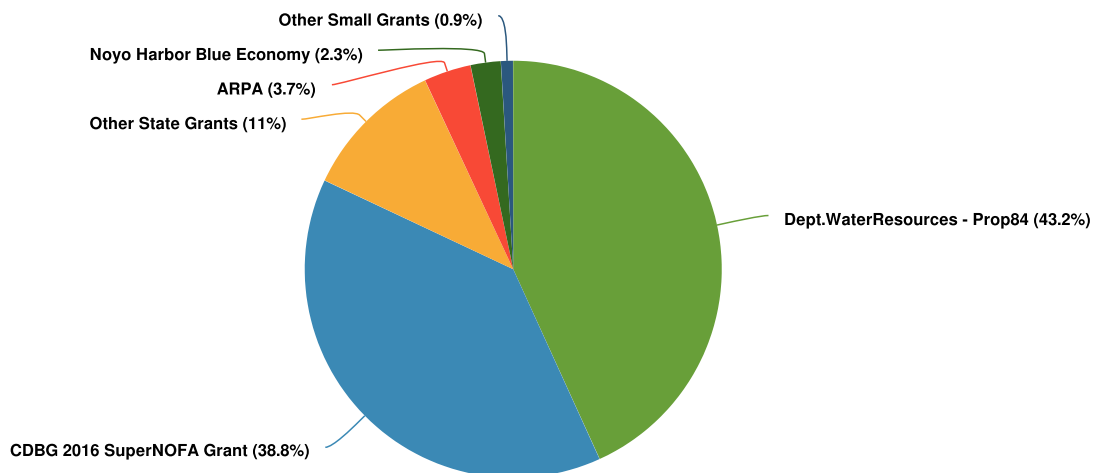
330	<b>CalOES</b> 	<b>CalOES Hazard Mitigation - Fire Station</b> <p>The City's CalOES Hazard Mitigation Grant has been accepted for \$2,846,351 and the city has access to these funds on a rolling eligibility cycle. Access to these funds is dependent upon the City providing or finding its 25% required match in the amount of \$950,000. The City applied for the match with CDBG but the application was not received early enough to receive the award.</p>
330	<b>National Oceanic and Atmospheric Association (NOAA)</b> 	<b>National Oceanic and Atmospheric Association (NOAA)</b> <p>The City has applied for a grant for \$898,00 from NOAA to install the first three High Flow Capacity (HFC) trash capture devices. These HFC devices are large-scale, State Water Resources Control Board (SWRCB) certified, with the capability to capture debris as small as 5 millimeters (1/4 inch) to prevent trash from entering local surface waters.</p>
332	<b>Mendocino County Dept of Health &amp; Human Services</b> 	<b>Mendocino County Department of Health &amp; Human Services contract</b> provides Emergency Winter Shelter for local residents lacking shelter during winter months.
332	<b>T Mobile Hometown Grant</b> 	<b>The T Mobile Hometown grant</b> (\$50,000) was awarded in 2024 and will be completed in 2025. This grant helped to fund the revitalization and transformation of the former Fort Building for use as the Tribal Learning Center.
332	<b>Community Foundation of Mendocino County</b> 	<b>Community Foundation of Mendocino County: \$4,500</b> <p>The Community Foundation provided a grant of \$4,500 in 2024 to assist with the fabrication of narrative and artistic signage to be installed at the Tribal Learning Center.</p>
UN-ASSIGNED	<b>Community Development Block Grant (CDBG) Program Income Funds</b> 	<b>Upcoming: Business Assistance Loan Program. \$570,000</b> Administered with Program Income funds. <p>The City applied to use up to \$570,000 in Program Income (PI) for continuation of the Business Assistance Loan Program (BALP) in 2024 and expects to be under contract to expend funds in 2025. Program Income funds are generated through repayment of prior CDBG-funded loans. The PI-funded BALP will have a two-year, nine-month expenditure period following contract execution. Low interest, flexible</p>

336	<b>American Rescue Plan Fund ARPA 2021</b>	<b>ARPA Fundsd \$1,744,162</b> This Special Revenue Fund accounts for funding authorized by the Federal American Rescue Plan Act (ARPA). <b>Business Assistance Programs: \$800,000</b> <b>Homeward Bound: \$40,000</b> <b>IT Upgrades: \$104,162</b> <b>Housing Initiatives: \$800,000</b>
337	<b>Noyo Harbor Blue Economy</b>	<b>Local Coast Program Grant – Harbor \$898,990</b> The City received \$898,990 from the CA Coastal Commission for the Noyo Harbor Blue Economy Visioning, Resiliency, and Implementation Plan. This planning work will provide a comprehensive baseline analysis of the existing environmental, physical and economic conditions of Noyo Harbor, which will inform an update to the Local Coastal Plan.



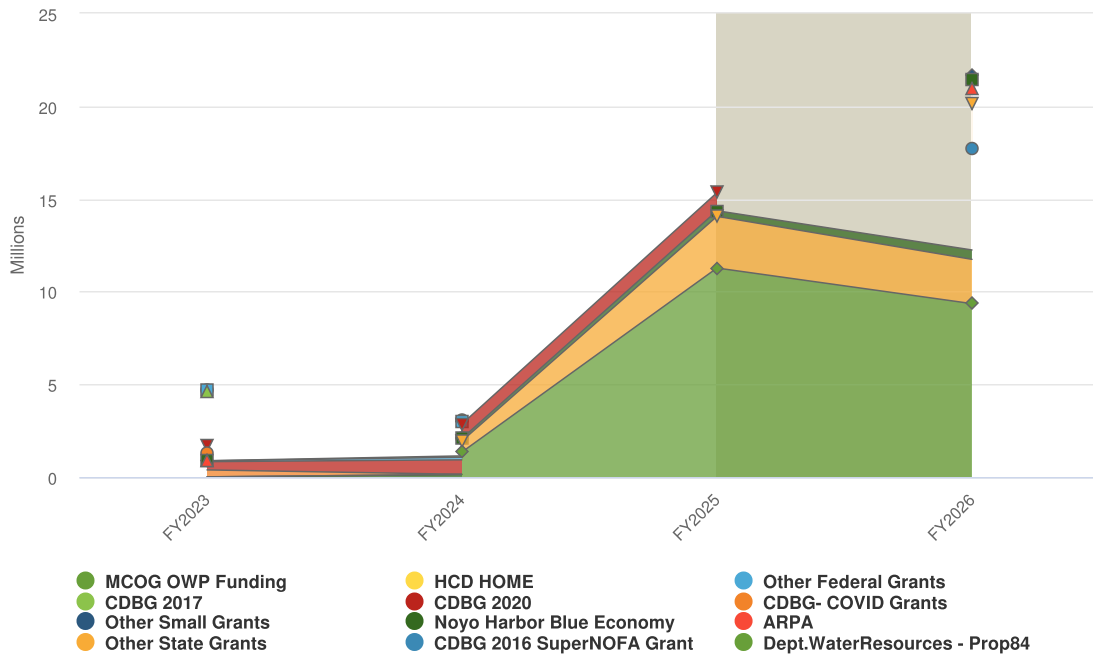
## Revenue by Fund

2026 Revenue by Fund





## Budgeted and Historical 2026 Revenue by Fund

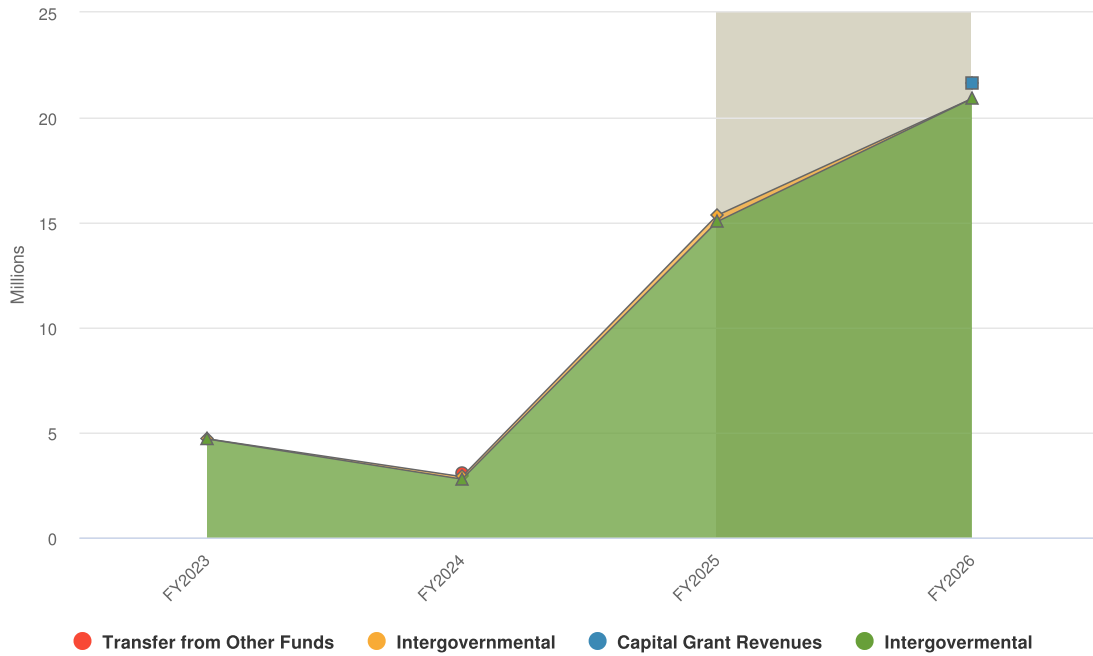


Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
MCOG OWP Funding	\$6,710	\$71,753	\$0	\$0
Dept.WaterResources - Prop84	\$0	\$1,348,334	\$14,686,031	\$9,350,456
HCD HOME	\$0	\$1,963	\$0	\$0
Other State Grants	\$0	\$598,031	\$649,951	\$2,389,250
Other Federal Grants	\$43,221	\$140,883	\$0	\$0
CDBG 2016 SuperNOFA Grant	\$0	\$0	-\$10,400	\$8,400,000
Other Small Grants	-\$3,575	\$775	\$0	\$204,483
CDBG 2017	\$2,950,837	\$0	\$0	\$0
CDBG 2020	\$445,517	\$779,927	\$1,173,868	\$0
CDBG- COVID Grants	\$376,448	\$8,788	\$0	\$0
ARPA	\$872,081	\$0	\$0	\$794,150
Noyo Harbor Blue Economy	\$9,566	\$136,197	\$0	\$505,726
Total:	\$4,700,803	\$3,086,651	\$16,499,450	\$21,644,065



# Revenues by Source

## Budgeted and Historical 2026 Revenues by Source



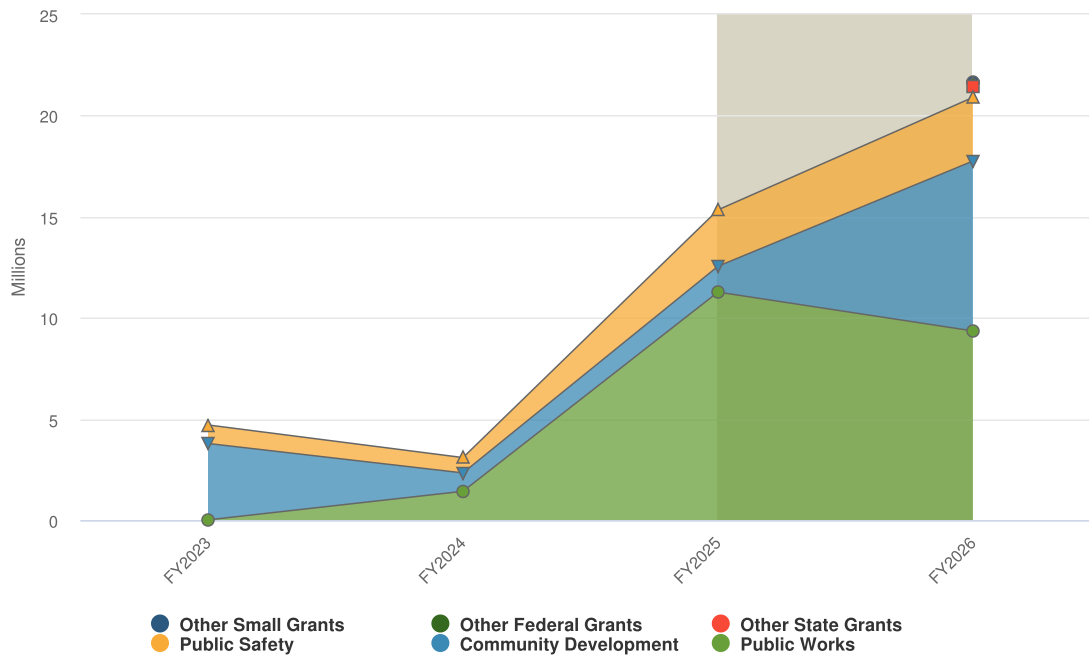
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Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue Source				
Intergovernmental	\$5,990	\$117,965	\$0	\$4,500
Intergovernmental	\$4,694,813	\$2,778,677	\$16,151,655	\$20,899,384
Transfer from Other Funds	\$0	\$190,009	\$347,795	\$0
Capital Grant Revenues		\$0	\$0	\$740,181
Total Revenue Source:	\$4,700,803	\$3,086,651	\$16,499,450	\$21,644,065



# Revenue by Department

## Budgeted and Historical 2026 Revenue by Department



Grey background indicates budgeted figures.

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue					
Public Safety					
Intergovernmental					
SB-2 Grant Revenue	329-4873-3336	\$0	\$78,246	\$0	\$0
MCOG/CALTRANS	329-5063-3336	\$0	\$0	\$232,951	\$0
REAP Grant Revenue	329-5078-0336	\$0	\$80,582	\$0	\$0
Dept of Parks & Rec - Bainbrid	329-6133-3336	\$0	\$439,203	\$417,000	\$1,849,052
USDA Vehicle Grant	330-5056-3336	\$0	\$140,883	\$0	\$0
EDA- Feasibility Study	330-6125-3336	\$43,221	\$0	\$0	\$0
ARPA COVID Funds	336-0000-3336	\$872,081	\$0	\$0	\$794,150
NoyoHarbor Blue Economy	337-0000-3336		\$19,008	\$0	\$505,726
Total Intergovernmental:		\$915,302	\$757,922	\$649,951	\$3,148,928
Total Public Safety:		\$915,302	\$757,922	\$649,951	\$3,148,928
Public Works					
Intergovernmental					
MCOG Wayfinding Proj CDD-66	314-3015-3222	\$0	\$1	\$0	\$0
Total Intergovernmental:		\$0	\$1	\$0	\$0
Intergovernmental					





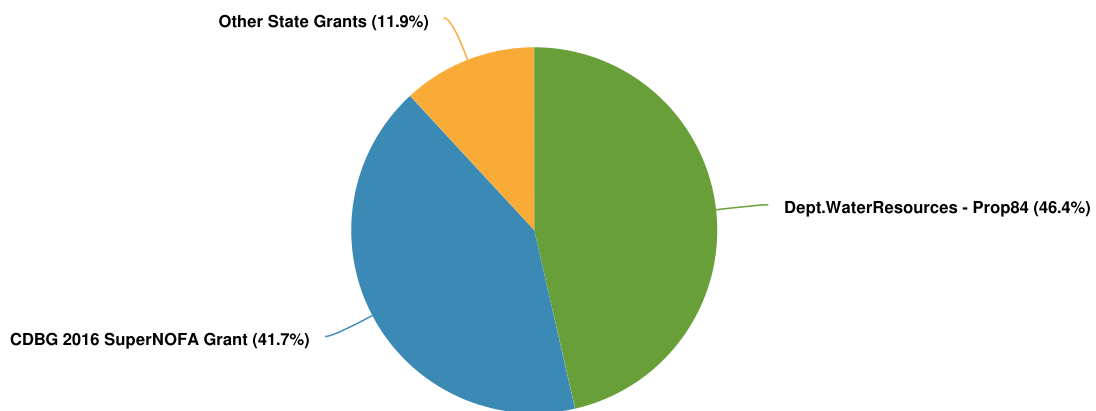
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
MCOG OWP	314-3022-3222	\$2,068	\$71,752	\$0	\$0
MCOG OWP	314-3023-3222	\$4,641	\$0	\$0	\$0
SRF Grant	319-0000-0338		\$0	\$10,414,000	\$2,512,000
Grant Revenue	319-0000-3336	\$0	\$1,348,334	\$4,272,031	\$6,838,456
Total Intergovernmental:		\$6,710	\$1,420,086	\$14,686,031	\$9,350,456
Total Public Works:		\$6,710	\$1,420,087	\$14,686,031	\$9,350,456
Community Development					
Intergovernmental					
Community Foundation of MC	332-5053-3337	\$0	\$0	\$0	\$4,500
HEAP Homeward Bound Grant	332-6121-3336	-\$3,575	\$775	\$0	\$0
Grant Revenues	337-5080-3336	\$9,566	\$117,188	\$0	\$0
Total Intergovernmental:		\$5,990	\$117,964	\$0	\$4,500
Intergovernmental					
CDBG HOME	326-0000-3301	\$0	\$1,963	\$0	\$0
Fed Grant Revenue	331-0000-3250	\$0	\$0	-\$10,400	\$8,400,000
CDBG Grant Revenue	333-0000-3250	\$2,950,837	\$0	\$0	\$0
CDBG 20 Revenue	334-0000-3250	\$445,517	\$589,917	\$826,073	\$0
CDBG CV Revenue	335-0000-3250	\$376,448	\$8,788	\$0	\$0
Total Intergovernmental:		\$3,772,802	\$600,668	\$815,673	\$8,400,000
Transfer from Other Funds					
Transfers from Other Funds	334-7999-7999	\$0	\$190,009	\$347,795	\$0
Total Transfer from Other Funds:		\$0	\$190,009	\$347,795	\$0
Total Community Development:		\$3,778,792	\$908,641	\$1,163,468	\$8,404,500
Other State Grants					
STATE GRANTS					
Capital Grant Revenues					
Grant Revenue - Prop 47	329-5210-3336		\$0	\$0	\$540,198
Total Capital Grant Revenues:			\$0	\$0	\$540,198
Total STATE GRANTS:			\$0	\$0	\$540,198
Total Other State Grants:			\$0	\$0	\$540,198
Other Small Grants					
STATE GRANTS					
Capital Grant Revenues					
Grant Revenue	332-5067-3336		\$0	\$0	\$31,683
Total Capital Grant Revenues:			\$0	\$0	\$31,683
Total STATE GRANTS:			\$0	\$0	\$31,683
Total Other Small Grants:			\$0	\$0	\$31,683
Other Federal Grants					
Community Development					



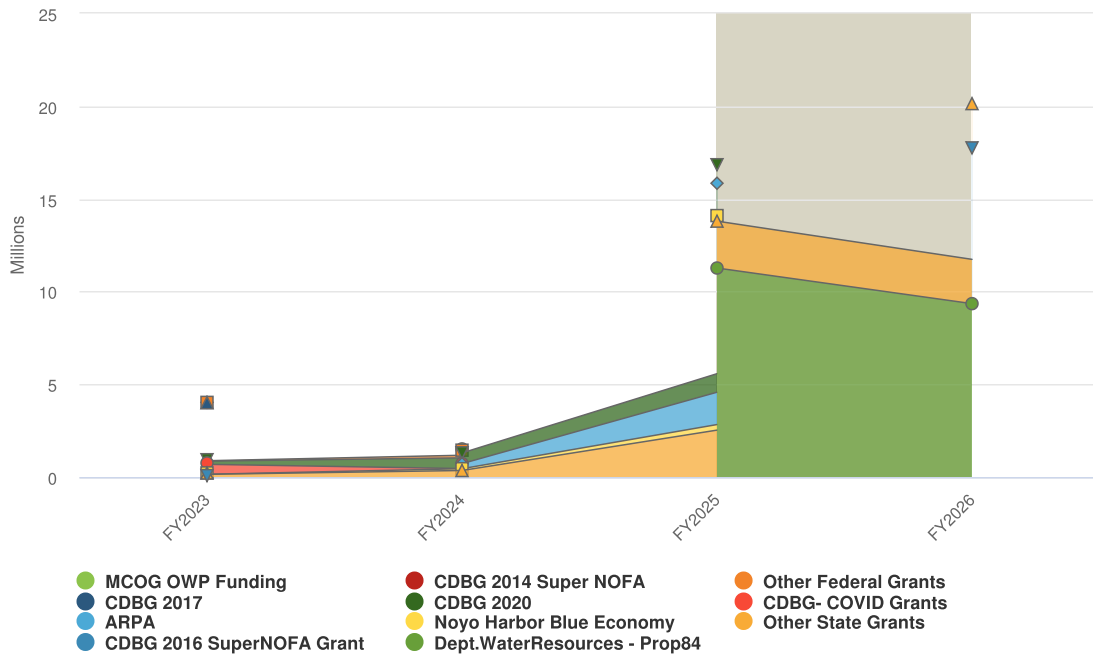
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Capital Grant Revenues					
Grant Revenue-Winter Shelter	332-5214-3336		\$0	\$0	\$168,300
Total Capital Grant Revenues:			\$0	\$0	\$168,300
Total Community Development:			\$0	\$0	\$168,300
Total Other Federal Grants:			\$0	\$0	\$168,300
Total Revenue:		\$4,700,803	\$3,086,651	\$16,499,450	\$21,644,065

## Expenditures by Fund

### 2026 Expenditures by Fund



## Budgeted and Historical 2026 Expenditures by Fund

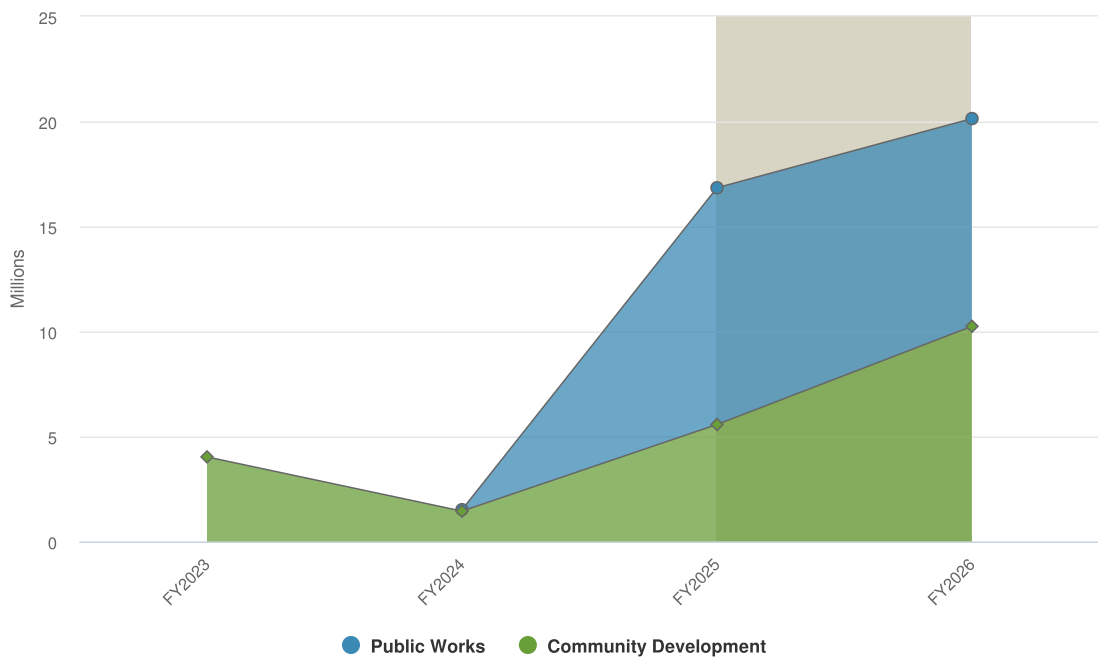


Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
MCOG OWP Funding	\$0	\$67,018	\$0	\$0
CDBG 2014 Super NOFA	\$4,641	\$0	\$0	\$0
Dept.WaterResources - Prop84	\$0	\$0	\$14,686,031	\$9,350,456
Other State Grants	\$142,708	\$351,148	\$649,951	\$2,389,250
Other Federal Grants	\$19,361	\$140,883	\$0	\$0
CDBG 2016 SuperNOFA Grant	\$75,400	\$0	\$2,000,000	\$8,400,000
CDBG 2017	\$3,072,333	\$0	\$0	\$0
CDBG 2020	\$174,629	\$576,273	\$826,073	\$0
CDBG- COVID Grants	\$538,146	\$9,398	\$0	\$0
ARPA	\$0	\$274,118	\$0	\$0
Noyo Harbor Blue Economy	\$2,500	\$95,699	\$0	\$0
<b>Total:</b>	<b>\$4,029,718</b>	<b>\$1,514,537</b>	<b>\$18,162,055</b>	<b>\$20,139,706</b>

## Expenditures by Function



### Budgeted and Historical Expenditures by Function



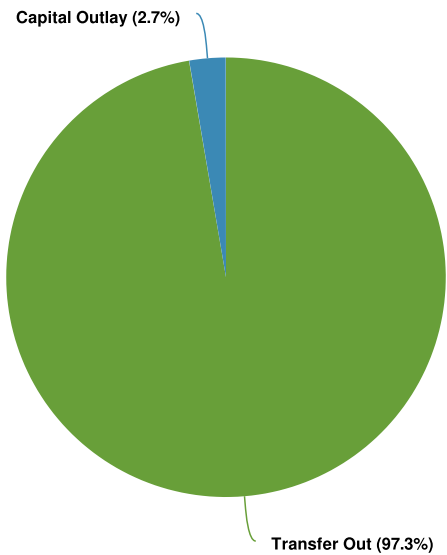
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Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expenditures				
Community Development	\$4,029,718	\$1,447,519	\$3,476,024	\$10,249,052
Public Works	\$0	\$67,018	\$14,686,031	\$9,890,654
Total Expenditures:	\$4,029,718	\$1,514,537	\$18,162,055	\$20,139,706

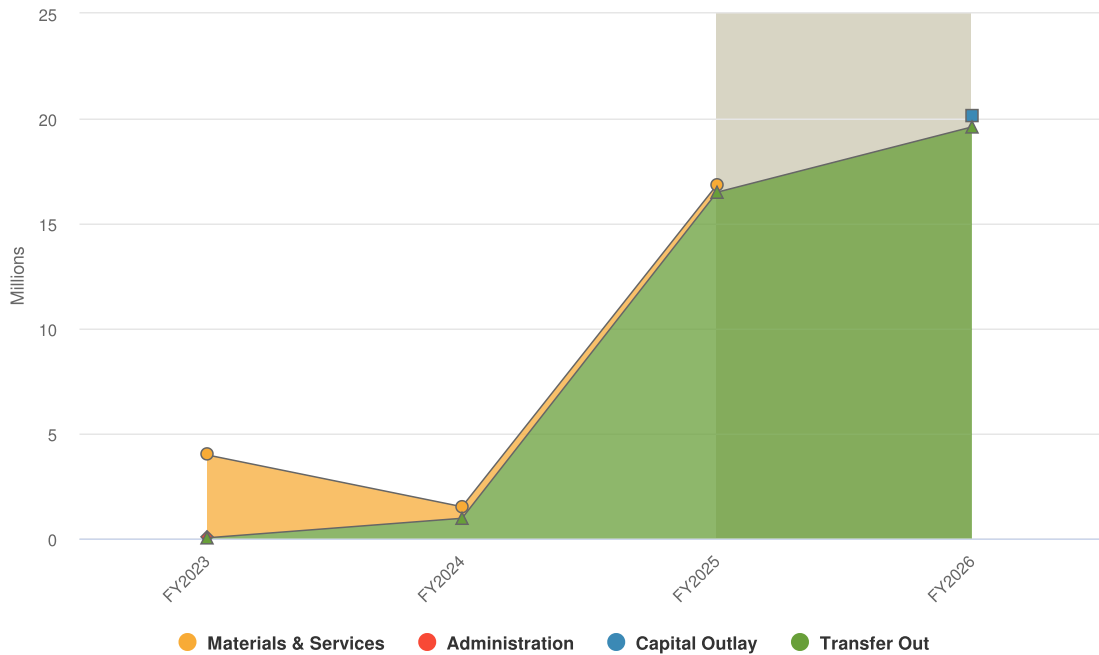


# Expenditures by Expense Type

## Budgeted Expenditures by Expense Type



## Budgeted and Historical Expenditures by Expense Type



Grey background indicates budgeted figures.



Name	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects				
Materials & Services	\$3,949,521	\$551,330	\$0	\$0
Capital Outlay	\$0	\$0	\$0	\$540,198
Administration	\$48,441	\$0	\$0	\$0
Transfer Out	\$31,756	\$963,207	\$18,162,055	\$19,599,508
Total Expense Objects:	\$4,029,718	\$1,514,537	\$18,162,055	\$20,139,706



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# **BUDGET SUMMARY**

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City of Fort Bragg FY2025/26 Summary of Revenue, Expenditures & Fund Balance										
		FY 2024/25 PROJECTIONS					FY 2025/26 BUDGET			
Fund No.	Fund TypeName	Audited Fund Balance at 06/30/24	Projected Revenue	Estimated Expenditures	Net Transfers	Projected Fund Balance at 06/30/25	FY 2025/26 Budget		Net Transfers	Projected Fund Balance at 06/30/26
							Revenue	Appropriations		
110	General Fund									
110	Unassigned	\$ 4,109,349	\$ 12,339,801	\$ 12,027,895	664,150	\$ 5,085,403	\$14,379,189	14,327,137	(53,274)	\$ 5,084,181
	Section 115 Contribution	1,651,438	200,000	-	-	1,851,438	200,000	-	-	2,051,438
	Nonspendable	16,243	-	-	-	16,243	-	-	-	16,243
110	GF Operating Reserve- Committed	1,989,419	-	-	-	1,989,419	-	-	-	1,989,419
112	GF Recession Reserve	1,211,909	-	-	664,150	1,876,059	-	-	-	1,876,059
114	GF Litigation Reserve	200,000	-	-	-	200,000	-	-	-	200,000
Total General Fund excluding Committed Funds		9,178,358	12,539,801	12,027,895	1,328,300	11,018,562	14,579,189	14,327,137	(53,274)	11,217,340
Special Revenue Funds, Restricted***										
116	General Plan Maint Fee Fund	175,227	21,337	-	-	196,563	20,000	-	-	216,563
117	Housing Trust Funds	80,181	3,000	-	-	83,181	2,500	-	-	85,681
118	PLHA	2,397,275	-	-	-	2,397,275	-	-	-	2,397,275
120	Parking	35,766	1,900	-	-	37,666	1,500	-	-	39,166
122	Parkland Monitoring/Reporting	132,076	138,163	-	-	270,239	6,000	-	-	276,239
124	Tobacco License Fee	26,972	4,172	-	-	31,144	4,172	-	-	35,316
125	State Disability Access Fee	23,980	5,181	-	-	29,161	5,200	-	-	34,361
139	Cops AB1913 Allocation	-	194,663	194,663	-	-	194,663	194,663	-	-
162	CDBG Program Income Account	93,654	14,376	-	(347,795)	(239,765)	14,376	-	-	(225,389)
167	Asset Forfeiture	482,676	86,997	-	-	569,672	27,000	165,000	-	431,672
176	RDA Housing Successor	189,552	9,000	-	-	198,552	7,000	-	-	205,552
190	Construction/Demolition Ord Fees	113,967	-	-	-	113,967	-	-	-	113,967
220	Waste Mgt Community Benefit Pymt	269	-	-	-	269	-	-	-	269
221	Highway User Tax (Gas Tax)	-	224,260	224,260	-	-	224,642	220,642	-	4,000
222	RMRA - Gas Tax	-	182,929	182,929	-	-	594,432	194,432	(400,000)	-
223	STP D1 MCOG Streets/Hwy ***	1,266	-	-	-	1,266	-	-	-	1,266
230	Traffic & Safety	-	1,055	1,055	-	-	1,076	1,076	-	-
250	Special Sales Tax-Street Repair	406,770	1,238,179	294,804	(240,600)	1,109,545	1,263,469	291,114	(2,279,275)	(197,375)
280	Fire Equipment Fund	95,172	52,905	-	-	148,077	3,700	-	53,274	205,051
285	DJ Park Maintenance Fund	2,110	-	-	-	2,110	-	-	-	2,110
286	Caspar JPA Transfer Station	388,834	71,479	-	-	460,313	72,631	-	-	532,944
287	SB 1383	135,006	(22,813)	-	-	112,193	(22,813)	-	-	89,380
Total Special Rev Funds, Restricted		4,780,753	2,226,783	897,711	(588,395)	5,531,428	2,418,549	1,066,927	(2,626,000)	4,248,048





**City of Fort Bragg FY2025/26 Summary of Revenue, Expenditures & Fund Balance**

Fund No.	Fund Type/Name	FY 2024/25 PROJECTIONS					FY 2025/26 BUDGET			
		Audited Fund Balance at 06/30/24	Projected Revenue	Estimated Expenditures	Net Transfers	Projected Fund Balance at 06/30/25	FY 2025/26 Budget		Net Transfers	Projected Fund Balance at 06/30/26
							Revenue	Appropriation		
426	Municipal Broadband		-	2,000,000	2,000,000	-	-	8,400,000	8,400,000	-
427	City Hall/Facility Roof & Repairs		-	14,500	14,500	-	-	-	-	-
428	EV Charging Stations		-	386,100	386,100	-	-	-	-	-
	<b>Total Capital Project Funds</b>	<b>13,408</b>	<b>-</b>	<b>3,318,559</b>	<b>3,318,559</b>	<b>13,408</b>	<b>3,500,000</b>	<b>17,426,952</b>	<b>13,926,952</b>	<b>13,408</b>
<b>Internal Service Funds*</b>										
520	Facilities Maint & Repair	401,053	301,156	249,420	(274,859)	177,930	350,656	149,398	(998,625)	(620,037)
521	Technology Maint & Repair	(94,934)	924,484	906,233	-	(76,744)	924,371	973,651	-	(126,024)
522	Fleet & Equipment Services	450,138	774,041	685,728	(153,273)	385,178	774,041	504,116	-	655,103
	<b>Total Internal Service Funds</b>	<b>756,197</b>	<b>1,999,681</b>	<b>1,841,382</b>	<b>(428,132)</b>	<b>486,364</b>	<b>2,049,068</b>	<b>1,627,765</b>	<b>(998,625)</b>	<b>(90,958)</b>
<b>Enterprise Funds*</b>										
610	Water Enterprise O&M	(569,628)	2,394,472	2,794,730	-	(369,886)	3,000,574	2,811,209	-	(180,521)
640	Water Enterprise Capacity Fees	721,284	52,834	-	(774,118)	-	41,391	-	-	41,391
614	Water Enterprise Non-Routine Maintenance	16,501	500	-	-	17,001	500	-	-	17,501
612	Water Enterprise Recession Reserve	267,314	-	-	-	267,314	-	-	-	267,314
615	Water Enterprise Capital Reserve	3,620,862	100,000	-	-	3,720,862	90,000	-	(3,205,450)	605,412
651	Water Capital Projects	(490,368)	-	15,880,609	16,286,222	(84,755)	-	10,555,906	12,555,906	1,915,245
	<b>Total Water Enterprise Unrestricted Net Position</b>	<b>3,565,965</b>	<b>3,147,806</b>	<b>18,675,339</b>	<b>15,512,104</b>	<b>3,550,536</b>	<b>3,132,465</b>	<b>13,367,115</b>	<b>9,350,456</b>	<b>2,666,342</b>
710	Wastewater Enterprise O&M	(1,020,777)	3,547,437	3,216,594	185,010	(504,924)	3,605,455	2,898,730	(185,210)	16,591
720	Clean Water Education Fund	2,795	-	-	-	2,795	-	-	-	2,795
740	Wastewater Enterprise Capacity Fees	836,251	27,426	-	(750,000)	113,677	61,395	-	(175,072)	-
712	Wastewater Enterprise Recession Reserve	256,373	-	-	-	256,373	-	-	-	256,373
714	Wastewater Enterprise Non-Routine Maintenance	175,072	-	-	-	175,072	-	-	-	175,072
715	Wastewater Enterprise Capital Reserve	2,187,381	62,000	-	-	2,249,381	43,000	-	(2,642,349)	(349,968)
716	Wastewater Capital Projects	457,867	-	770,000	750,000	437,867	-	2,817,421	2,817,421	437,867
717	USDA Debt Service Reserve	3,518	-	-	-	3,518	-	-	-	3,518
	<b>Wastewater Unrestricted Net Position before Debt</b>	<b>2,898,479</b>	<b>3,636,863</b>	<b>3,986,594</b>	<b>185,010</b>	<b>2,733,759</b>	<b>3,709,850</b>	<b>5,716,151</b>	<b>(185,210)</b>	<b>542,248</b>
717	JPPA - Wastewater Treatment Plant	(4,556,000)	-	185,595	185,010	(4,370,405)	-	185,675	185,210	(4,184,730)
	<b>Wastewater Enterprise Unrestricted Net Position</b>	<b>(1,657,521)</b>	<b>3,636,863</b>	<b>4,172,189</b>	<b>-</b>	<b>(1,636,646)</b>	<b>3,709,850</b>	<b>5,901,826</b>	<b>-</b>	<b>(3,642,482)</b>
510	Broadband Utility		-	-	-	-	2,317,605	2,317,605	-	-
512										
517	Broadband Debt Service Reserve		673,198			673,198				673,198
517	Broadband Loan - 20 year		(7,879,810)			(7,879,810)				(7,879,810)
	<b>Total Broadband Unrestricted Net Position</b>	<b>-</b>	<b>(7,206,612)</b>	<b>-</b>	<b>-</b>	<b>(7,206,612)</b>	<b>2,317,605</b>	<b>2,317,605</b>	<b>-</b>	<b>(7,206,612)</b>
810	CV Starr Operating Enterprise	2,426,072	2,475,052	2,163,311	74,500	2,812,313	2,465,439	2,032,080	1,687,950	4,933,622
			-	-	-	-	-	-	-	-
851	CV Starr Capital Projects	-		74,500	74,500	-	-	1,687,950	1,687,950	-
812	CV Starr Recession Reserve	216,000	-	-	-	216,000	-	-	-	216,000
	<b>Total CV Starr Center Enterprise Unrestricted</b>	<b>2,642,072</b>	<b>2,475,052</b>	<b>2,237,811</b>	<b>149,000</b>	<b>3,028,313</b>	<b>2,465,439</b>	<b>3,720,030</b>	<b>3,375,900</b>	<b>5,149,622</b>



# Economic Trends

## Long-Term Financial Planning

Long-term financial planning is essential to maintaining the City of Fort Bragg's fiscal sustainability. It allows the City to deliver reliable, high-quality services while preparing for future economic and operational challenges. The City annually updates its **five-year General Fund financial forecast** to evaluate fiscal health, support informed budget development, and guide decision-making.

The updated forecast serves as a strategic tool to anticipate future revenue and expenditure trends, assess reserve needs, and align funding with the City's long-term goals.

## Economic Trends – FY 2025–2026 Outlook

The national economy entered 2025 in a stable but cautious state. While the U.S. avoided a widely predicted recession in 2024, ongoing uncertainties continue to shape the outlook. The economy's performance in 2024 was buoyed by consumer spending, capital investment, and public-sector expenditures. Real GDP growth stabilized after a strong close to 2023, though momentum has begun to moderate amid inflationary pressures and high interest rates.

As of mid-2025:

- Inflation remains above the Federal Reserve's target, with CPI increasing 3.4% year-over-year, signaling persistent cost pressures.
- Interest rates have begun to stabilize, but continued uncertainty around monetary policy remains, as the Fed weighs inflation control against economic growth.
- California's unemployment rate has remained near 5%, reflecting some labor market softening but still indicating recovery compared to pandemic-era highs.

Locally, the City of Fort Bragg continues to outperform regional trends in several key areas:

- Based on the latest sales tax data ending September 30, 2024, statewide taxable sales declined by 2.8%, while Mendocino County dropped by 4.7%. In contrast, Fort Bragg saw a 1.2% increase, driven by tourism activity and sustained auto-related sales.
- Autos & Transportation sales tax revenue increased 3.1% year-over-year, while Fuel & Service Station revenues rose 2.4%, aided by stable fuel pricing.
- Reflecting economic caution, this forecast assumes conservative revenue growth of 2% annually, with gradual incremental increases over the five-year planning horizon.

## Fiscal Stability in Uncertain Conditions

Maintaining fiscal stability remains a top priority, especially in today's unpredictable economic climate. The FY 2025–2026 Budget reflects continued conservative financial planning and long-term risk mitigation strategies.

Key fiscal stability actions include:

- Increasing General Fund reserves to 30% of annual operating expenditures to ensure liquidity and emergency preparedness.
- Continuing annual contributions to the Section 115 Pension Trust, with total investments now exceeding \$2.2 million, protecting the City from long-term CalPERS volatility.
- Eliminating long-term liabilities, including the full repayment of the 2014 Revenue Refunding Bond, creating greater flexibility for capital improvement funding.

## Key Economic Risks

This year's forecast accounts for numerous global, national, and local risks that could impact the City's fiscal outlook:

1. Geopolitical Tensions – Continued conflicts in the Middle East, Ukraine, and Asia-Pacific raise risks of global market disruption and economic instability.
2. Domestic Political Uncertainty – Policy shifts following the 2024 elections could impact funding, regulations, and tax frameworks.
3. Economic Pressures – High housing costs, homelessness, climate-related events (droughts and floods), and supply chain vulnerabilities present ongoing challenges for both residents and local businesses.



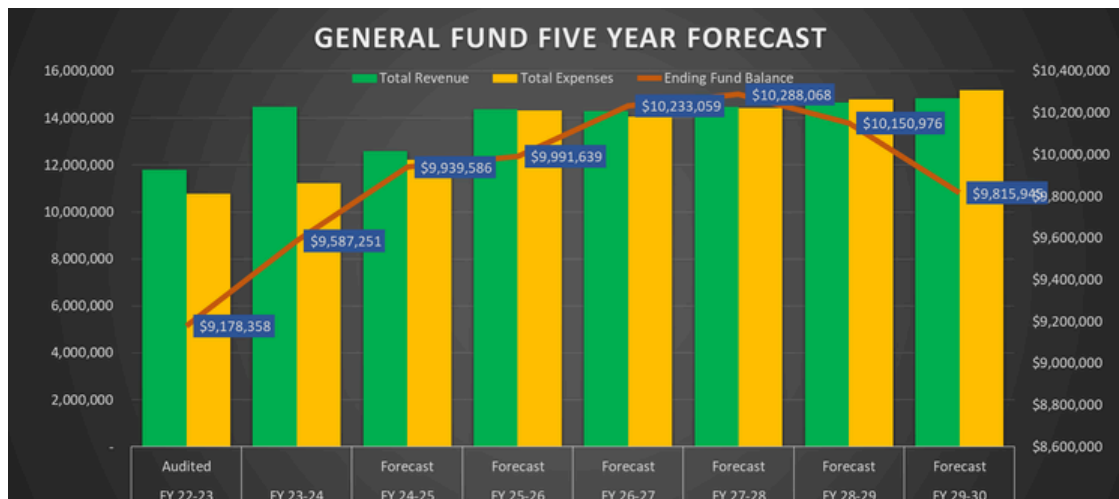
## Forward Planning and Revenue Strategy

As we look ahead, our financial outlook includes emerging challenges. While voter approval of Measures T and U has helped strengthen the City's revenue base, staff projections caution against overextending ongoing commitments. The City must remain conservative in adding permanent expenses, continue building reserves, and fully fund long-term obligations such as pension liabilities and infrastructure renewal. New hires and departmental expansions are being reviewed through a strategic lens, with contingency measures in development should mid-year adjustments become necessary.

During periods of economic uncertainty, maintaining flexibility is essential. This budget represents Fort Bragg's commitment to long-term fiscal sustainability—carefully aligning services with realistic revenue expectations and preparing to pivot as conditions evolve.

In tandem, the City's investment in long-term infrastructure—particularly the municipal broadband network through MCN—is expected to unlock new economic opportunities, close the digital divide, and support community-wide resilience and innovation. By incorporating conservative forecasting, thoughtful investment, and proactive risk planning, the City of Fort Bragg is well-positioned to sustain fiscal health and deliver on community priorities in the years ahead.

City of Fort Bragg General Fund Five Year Forecast									
		FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30
		Audited		Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
<b>Revenue:</b>									
	Sales Tax	\$ 2,146,975	2,059,200	2,259,200	3,272,000	3,337,440	3,454,250	3,575,149	3,700,279
	Property Tax	1,136,219	1,217,444	1,213,790	1,228,685	1,253,259	1,265,791	1,278,449	1,291,234
	Transient Occupancy Tax	3,192,486	3,092,214	3,252,240	3,238,970	3,271,360	3,304,073	3,337,114	3,370,485
	Reimbursements	3,278,393	4,383,346	3,682,943	4,445,722	4,122,151	4,122,151	4,122,151	4,122,151
	All Other Revenue Sources	2,037,151	4,264,336	2,171,904	2,193,812	2,303,503	2,326,538	2,349,803	2,373,301
	<b>Total Revenue</b>	<b>11,791,224</b>	<b>14,475,794</b>	<b>12,580,076</b>	<b>14,379,189</b>	<b>14,287,712</b>	<b>14,472,804</b>	<b>14,662,666</b>	<b>14,857,450</b>
<b>Expenditures:</b>									
	Salaries & Wages	4,114,364	4,248,973	4,778,125	5,590,585	5,870,114	6,046,218	6,227,604	6,414,432
	Benefits	2,508,092	2,533,999	2,876,433	3,276,711	3,309,478	3,408,762	3,511,025	3,616,356
	Materials & Services	2,903,529	2,969,395	3,061,684	4,097,231	3,422,884	3,491,342	3,561,169	3,632,392
	Allocations to Internal Service Funds	649,295	759,851	764,886	626,236	645,023	664,374	684,305	704,834
	Other Expenditures	230,533	267,787	311,266	268,818	276,883	285,189	293,745	302,557
	Debt Service	364,131	441,957	435,348	467,555	521,910	521,910	521,910	521,910
	<b>Total Expenses</b>	<b>10,769,944</b>	<b>11,221,961</b>	<b>12,227,742</b>	<b>14,327,136</b>	<b>14,046,292</b>	<b>14,417,795</b>	<b>14,799,758</b>	<b>15,192,481</b>
<b>Net Transfers:</b>									
<b>Net Increase (Decrease) to Fund Balance</b>		<b>1,021,280</b>	<b>3,253,833</b>	<b>352,335</b>	<b>52,053</b>	<b>241,420</b>	<b>55,009</b>	<b>(137,091)</b>	<b>(335,031)</b>
	Other restricted funds	(435,157)	(2,844,940)	-	-	-	-	-	-
	Beginning Fund Balance	8,592,235	9,178,358	9,587,251	9,939,586	9,991,639	10,233,059	10,288,068	10,150,976
	<b>Ending Fund Balance</b>	<b>\$ 9,178,358</b>	<b>\$ 9,587,251</b>	<b>\$ 9,939,586</b>	<b>\$ 9,991,639</b>	<b>\$ 10,233,059</b>	<b>\$ 10,288,068</b>	<b>\$ 10,150,976</b>	<b>\$ 9,815,945</b>



# Cost Allocation Plan

## Introduction

The purpose of the City's Cost Allocation Plan is to identify the total costs of providing specific City services and appropriately allocate these costs to the Programs and or Funds that benefit from the identified services. Why is a separate cost accounting analysis required to do this? Because the cost of delivering services can be classified into two basic categories: direct and indirect costs. Programs that incur only direct costs benefit from the City's administrative structure and therefore should be charged for that support.

## Direct versus Indirect Costs

"Direct costs", by their nature are usually easy to identify and relate to a specific service. However, this is not the case for "indirect costs." As such, if we want to know the "total cost" of providing a specific service, then we need to develop an approach for reasonably allocating indirect costs to direct cost programs.

Direct costs are those that can be specifically identified with a particular cost objective, such as street maintenance, police protection, and water service. Indirect costs are not readily identifiable with a direct operating program, but rather, are incurred for a joint purpose that benefits more than one cost objective. Although indirect costs are generally not readily identifiable with direct cost programs, their cost should be included if we want to know the total cost of delivering specific services.

Common examples of indirect costs provided by City programs include: The Finance Department provides financial management and utility billing services, the Administrative Services Department provides legal services and personnel administration and the City's Public Works Administration Department provides engineering, workload planning, and personnel oversight.

It is common to use "Cost Drivers" when allocating costs from Indirect Programs/Functions to Direct Programs. A cost driver is the unit of an activity that causes the change in the activity's cost. Examples of cost drivers are; operating budget, agenda items, and full-time equivalent staffing (FTEs).

**Plan Goal: Reasonable Allocation of Costs.** The goal of most Cost Allocation Plans is to provide a clear, consistent, and reasonable basis for allocating indirect costs. It is important to stress that the goal of the Cost Allocation Plan is a reasonable allocation of indirect costs, not a "perfect" one. By their very nature, indirect costs are difficult to link with direct costs. As such, in developing an allocation approach, it is important to keep this goal in mind: balancing the cost and effort of complicated allocation methods with the likely benefits from the results.

## Indirect Cost Allocation Strategy

### Personnel Costs

The adopted allocation plan begins with an allocation of personnel time and cost to each of the City's three Internal Services Funds, each of the City's Direct Programs, and each of the City's Indirect Programs. This is accomplished through the City's time-keeping software. The allocation is based entirely on the detailed timekeeping of each employee within the City. Once time and associated costs have been allocated, a count of full-time equivalent staffing (FTEs) is developed (see Table 2).

### Internal Service Funds

After personnel costs have been allocated, the City's three Internal Service fund costs are allocated to both the Direct Cost Programs as well as the Indirect Cost Programs (see tables 3 & 4). The City has three Internal Service Funds; Facilities Repair & Maintenance, Technology Maintenance & Replacement, and Fleet & Equipment Services:

- Facilities Repair & Maintenance uses a cost driver of "square footage". In other words, each program is charged a Facilities charge based on an approximation of the facility square footage used by that program.
- Technology Maintenance & Replacement (IT) uses a cost driver of "workstations" (including devices such as the iPad). Each program is charged an IT charge based on the number of workstations utilized by that program.
- Fleet & Equipment Services (Fleet) uses a costly driver of "fleet vehicles". Each program is charged a Fleet charge based on the number of vehicles utilized by that program.

## Indirect Cost Allocations





The next step in preparing the City's Cost Allocation Plan is determining direct and indirect costs (see tables 5&6). Program costs that primarily provide service to the public are identified as direct costs, whereas the costs of programs that primarily provide services to the organization are identified as indirect costs.

The City's direct cost programs have been identified as follows: Public Safety (Including Police & Fire), Community Development, Parks, Storm Drains, Street Maintenance, Street Traffic & Safety, Water Utility, and Wastewater Utility.

The City's indirect cost programs have been identified as follows: City Council, City Attorney, City Administration, Human Resources, City Clerk, Financial Management, Utility Billing, Corporation Yard, and Public Works Administration.

- City Council uses a cost driver of "agenda items". Each direct cost program is charged a City Council charge based on the number of City Council Agenda items related to that program.
- City Attorney uses a cost driver of "agenda items". Each direct cost program is charged an Attorney charge based on the number of City Council Agenda items related to that program.
- City Clerk uses a cost driver of "agenda items". Each direct cost program is charged a City Clerk charge based on the number of City Council Agenda items related to that program.
- Human Resources uses a cost driver of "full-time equivalent (FTE) staffing". Each direct cost program is charged a Human Resources charge based on the number of FTEs attributed to that program.
- City Administration uses a cost driver of the "operating budget". Each direct cost program is charged a City Administration charge based on the relative amount of the program's operating budget.
- Non-departmental uses a cost driver of "operating budget". Each direct cost program is charged a Non-departmental charge based on the relative amount of the program's operating budget.
- Financial Management uses a cost driver of the "operating budget". Each direct cost program is charged a Financial Management charge based on the relative amount of the program's operating budget.
- Utility Billing uses a cost driver of "bills processed". Each direct cost program is charged a Utility Billing charge based on the number of bills processed on behalf of that program.
- Public Works Administration and the Corporation Yard uses a cost driver of "public works operating budget". Each direct cost program is charged a Public Works Administration charge based on the relative amount of the program's public works operating budget.

## Plan Preparation

The adopted plan has been prepared using staff hours from the first seven months of FY 22/23, cost drivers from FY 2019/20, and budget cost estimates from the Adopted fiscal year 2022/23 budget. Additionally, the cost allocation plan will be updated at each fiscal year-end to reflect actual staff hours spent, actual program expenditures, and actual cost driver rates.

## Summary

The Cost Allocation Plan helps make a determination of total program costs possible by establishing a reasonable methodology for identifying and allocating indirect costs to direct cost programs. Because of this, the Cost Allocation Plan is a valuable analytical tool. The details of the adopted allocation of costs are summarized in the tables presented on the following pages.



# Tables

Table 1: Program Classifications

<u>Internal Service Funds</u>	<u>Direct Programs</u>	<u>Indirect Programs</u>
Facilities	Police/Fire Department	City Council
IT	Community Development	City Attorney
Fleet	Parks	City Administration
	Storm Drains	Human Resources
	Street Maintenance	City Clerk
	Street Traffic & Safety	Financial Management
	Water Enterprise	Utility Billing
	Wastewater Enterprise	PW Administration
		Corporation Yard

Table 2: Personnel Cost Allocation and FTE count

		Personnel Costs	FTEs
Internal Service Funds:	Facilities	93,568	0.6
	Information Technology	92,792	1.4
	Fleet	131,076	1.1
Indirect Cost Programs:	City Council	220,352	0.9
	City Clerk	128,911	1.0
	Administration	162,257	1.2
	City Attorney	660	-
	Human Resources	125,790	1.1
	Financial Management	476,026	4.2
	Utility Billing	197,383	2.0
	PW Administration	176,388	1.4
	Corporation Yard	26,160	0.2
	Public Safety	3,215,944	24.3
	Community Development	572,488	5.1
	Parks	242,287	1.8
Direct Cost Programs:	Storm Drains	86,902	0.6
	Street Maintenance	52,835	0.4
	Traffic&Safety	31,895	0.2
	Water Utility	644,183	5.2
	Wastewater Utility	965,852	7.7
		7,643,751	60.26

Table 3: Internal Service Funds Cost Driver Rate Table

Rate Table				
ISFs	Cost	Driver	Total Driver	Rate
<b>Facilities</b>				
Personnel Cost	\$ 93,568			
Non-Personnel Cost	101,500			
Long Term Funding Plan	- \$ 195,068	Square footage	68,926	\$ 2.83
<b>Information Tech</b>				
Personnel Cost	\$ 92,792			
Non-Personnel Cost	348,198			
Long Term Funding Plan	- \$ 440,990	Workstations	169	\$ 2,609
<b>Fleet</b>				
Personnel Cost	\$ 131,076			
Non-Personnel Cost	253,600			
Long Term Funding Plan	- \$ 384,676	Fleet Vehicles	60	\$ 6,411
<b>Total Indirect Costs</b>				<b>\$ 1,020,734</b>

Note: Each rate is derived by dividing Cost by Total Driver

Table 4: Internal Service Funds Allocation to Programs

	Summary of ISF Allocation						
	Facilities		Info Tech		Fleet		Total Allocation
	Sq Ft	Allocation	Work-stations	Allocation	Fleet Value %	Allocation	
Direct Programs							
Police/Fire Department	24,319	68,826	68.4	178,416	34%	129,924	377,166
Community Development	2,140	6,056	12.9	33,663	0%	-	39,719
Parks	21,003	59,441	5.0	13,047	3%	12,902	85,389
Storm Drains	-	-	2.0	5,219	2%	6,435	11,653
Street Maintenance	-	-	2.0	5,219	11%	42,547	47,766
Street Traffic & Safety	-	-	-	-	2%	6,180	6,180
Water Enterprise	-	-	5.2	13,465	15%	58,348	71,814
Wastewater Enterprise	-	-	14.2	37,030	30%	116,994	154,024
Indirect Programs							
City Council	2,786	7,885	18.1	47,129	0%	-	55,013
City Attorney	-	-	-	-	0%	-	-
City Administration	5,884	16,653	2.6	6,733	3%	11,346	34,732
Corporation Yard	7,980	22,584	10.4	27,010	0%	-	49,595
Human Resources	535	1,514	2.6	6,733	0%	-	8,247
City Clerk	535	1,514	5.2	13,465	0%	-	14,979
Financial Management	1,070	3,028	11.6	30,297	0%	-	33,325
Utility Billing	1,070	3,028	1.3	3,366	0%	-	6,394
PW Administration	1,605	4,542	7.7	20,198	0%	-	24,740
Totals	68,926	\$ 195,068	169	\$ 440,990	100%	\$ 384,676	\$ 1,020,734



Table 5: Rate Table

Rate Table					
Indirect Programs	Cost	Total Cost	Driver	Total Driver	Rate
<b>City Council</b>					
Personnel Cost	\$ 220,352				
Non-Personnel Cost	56,800				
Facilities	7,885				
IT	47,129				
Fleet	-	\$ 332,166	Agenda Items	393	\$ 845
<b>City Attorney</b>					
Personnel Cost	660				
Non-Personnel Cost	150,000				
Fleet	-	\$ 150,660	Agenda Items	393	\$ 383
<b>City Clerk</b>					
Personnel Cost	128,911				
Non-Personnel Cost	11,500				
Facilities	1,514				
IT	13,465				
Fleet	-	\$ 155,390	Agenda Items	393	\$ 395
<b>Human Resources</b>					
Personnel Cost	125,790				
Non-Personnel Cost	41,750				
Facilities	1,514				
IT	6,733				
Fleet	-	\$ 175,786	Full Time Equivalent staffing	45.39	\$ 3,873
<b>City Administration</b>					
Personnel Cost	162,257				
Non-Personnel Cost	26,700				
Facilities	16,653				
IT	6,733				
Fleet	11,346				
Program Income	(88,916)	\$ 134,773	Operating Budget	9,002,919	1%
<b>Non-departmental</b>					
Personnel Cost	407,270				
Non-Personnel Cost	619,067				
Program Income	-	\$ 1,026,337	Operating Budget	9,002,919	11%
<b>Financial Management</b>					
Personnel Cost	476,026				
Non-Personnel Cost	55,193				
Facilities	3,028				
IT	30,297				
Program Income	(203,581)	\$ 360,963	Operating Budget	9,002,919	4%
<b>Utility Billing</b>					
Personnel Cost	197,383				
Facilities	-				
IT	3,366				
Fleet	-	\$ 200,750	Bills Processed	73,140	\$ 2.74
<b>PW Administration</b>					
Personnel Cost	176,388				
Non-Personnel Cost	9,400				
Facilities	4,542				
IT	20,198				
Program Income	(85,000)	\$ 125,528	PW Operating Budget	4,223,558	3%
<b>Corp Yard</b>					
Personnel Cost	26,160				
Non-Personnel Cost	11,675				
Facilities	22,584				
IT	27,010				
Fleet	-	\$ 87,430	PW Operating Budget	4,223,558	2%
<b>Total Indirect Costs</b>		\$ 2,749,783			

Note: Each rate is derived by dividing Total Cost by Total Driver





Table 6: Indirect Programs Cost Allocation to Direct Programs :

Summary of Indirect Cost Allocation										
Direct Programs	City Council		City Attorney		City Clerk		Human Resources		City Administration	
	Agenda Items	Allocation	Agenda Items	Allocation	Agenda Items	Allocation	Full Time Equivalent staffing	Allocation	Operating Budget	Non-departmental Allocation
<b>Police/Fire Department</b>										
Indirect Cost Allocation	53	44,541	53	20,202	53	20,837	24.3	94,282	4,158,404	62,251 474,060
<b>Community Development Department</b>										
Indirect Cost Allocation	82	69,052	82	31,320	82	32,303	5.1	19,585	620,957	9,296 70,789
<b>Parks</b>										
Indirect Cost Allocation	36	30,173	36	13,685	36	14,115	1.8	7,161	367,477	5,501 41,892
<b>Storm Drains</b>										
Indirect Cost Allocation	34	28,482	34	12,919	34	13,324	0.6	2,390	114,556	1,715 13,059
<b>Street Maintenance</b>										
Indirect Cost Allocation	40	33,553	40	15,219	40	15,697	0.4	1,407	217,601	3,257 24,807
<b>Street Traffic &amp; Safety</b>										
Indirect Cost Allocation	39	32,708	39	14,835	39	15,301	0.2	866	111,575	1,670 12,720
<b>Water Enterprise</b>										
Indirect Cost Allocation	44	36,813	44	16,697	44	17,222	5.2	20,106	1,240,797	18,575 141,451
<b>Wastewater Enterprise</b>										
Indirect Cost Allocation	42	35,123	42	15,931	42	16,431	7.7	29,988	2,171,554	32,508 247,558
<b>Total</b>	<b>367</b>	<b>\$ 310,445</b>	<b>367</b>	<b>\$ 140,809</b>	<b>367</b>	<b>\$ 145,229</b>	<b>45.39</b>	<b>\$ 175,786</b>	<b>\$ 9,002,919</b>	<b>\$ 134,773 \$ 9,002,919 \$ 1,026,337</b>



Table 6: Indirect Programs Cost Allocation to Direct Programs (continued) :

Summary of Indirect Cost Allocation									
Direct Programs	Financial Management		Utility Billing		Corp Yard		PW Administration		Full Cost
	Operating Budget	Allocation	Bills Processed	Allocation	PW Operating Budget	Allocation	PW Operating Budget	Allocation	Total Indirect Cost
<b>Police/Fire Department</b>									
Indirect Cost Allocation	4,158,404	166,727	-	-	-	-	-	-	882,901 5,041,305
<b>Community Development Department</b>									
Indirect Cost Allocation	620,957	24,897	-	-	-	-	-	-	257,242 878,198
<b>Parks</b>									
Indirect Cost Allocation	367,477	14,734	-	-	367,477	7,607	367,477	10,922	138,183 505,659
<b>Storm Drains</b>									
Indirect Cost Allocation	114,556	4,593	-	-	114,556	2,371	114,556	3,405	79,887 194,442
<b>Street Maintenance</b>									
Indirect Cost Allocation	217,601	8,725	-	-	217,601	4,504	217,601	6,467	109,132 326,733
<b>Street Traffic &amp; Safety</b>									
Indirect Cost Allocation	111,575	4,473	-	-	111,575	2,310	111,575	3,316	85,890 197,465
<b>Water Enterprise</b>									
Indirect Cost Allocation	1,240,797	49,749	33,888	93,013	1,240,797	25,685	1,240,797	36,878	430,504 1,671,301
<b>Wastewater Enterprise</b>									
Indirect Cost Allocation	2,171,554	87,066	39,252	107,736	2,171,554	44,952	2,171,554	64,541	636,882 2,808,436
<b>Total</b>	<b>\$ 9,002,919</b>	<b>\$ 360,963</b>	<b>\$ 73,140</b>	<b>\$ 200,750</b>	<b>\$ 4,223,558</b>	<b>\$ 87,430</b>	<b>\$ 4,223,558</b>	<b>\$ 125,528</b>	<b>\$ 2,620,620 \$ 11,623,539</b>



# Ten-Year Authorized Personnell

TEN-YEAR AUTHORIZED STAFF POSITION COMPARISON												
	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25		
<b>General Government</b>												
Administrative Services	4.50	4.50	5.00	5.00	5.00	5	7	7	5	5		
IT	2.00	2.00	2.00	2.00	1.00	1	1	2	2	2		
Finance Department	4.00	4.00	4.00	4.00	4.00	4.5	5	5	5	4		
<b>Sub-Total</b>	<b>10.50</b>	<b>10.50</b>	<b>11.00</b>	<b>11.00</b>	<b>10.00</b>	<b>10.50</b>	<b>13.00</b>	<b>14.00</b>	<b>12.00</b>	<b>11.00</b>		
<b>Public Safety</b>												
Police Department	22.00	22.00	22.00	22.00	22.00	22	26	25	25	24.5		
<b>Sub-Total</b>	<b>22.00</b>	<b>22.00</b>	<b>22.00</b>	<b>22.00</b>	<b>22.00</b>	<b>22.00</b>	<b>26.00</b>	<b>25.00</b>	<b>25.00</b>	<b>24.50</b>		
<b>Community Services</b>												
Community Development	4.30	4.50	4.80	4.80	3.00	4	4	4	4	2		
Economic Development										1		
Public Works	12.80	12.80	14.00	14.00	15.80	15.8	15.5	15.5	17	28.5		
CV Starr Community Center										11		
Enterprise Funds	8.00	8.00	8.00	8.00	8.00	8	9	9	9	9		
<b>Sub-Total</b>	<b>25.10</b>	<b>25.30</b>	<b>26.80</b>	<b>26.80</b>	<b>26.80</b>	<b>27.80</b>	<b>28.50</b>	<b>28.50</b>	<b>30.00</b>	<b>50.50</b>		
<b>Total Authorized Positions</b>	<b>57.60</b>	<b>57.80</b>	<b>59.80</b>	<b>59.80</b>	<b>58.80</b>	<b>60.30</b>	<b>67.50</b>	<b>67.50</b>	<b>67.00</b>	<b>86.00</b>		

**Note 1:** Staffing comparison excludes Seasonal and Temporary positions.

**Note 2:** In FY2012/13 an Information Technology Technician position was added to Administrative Services.

**Note 3:** In FY2013/14, a Community Service Officer position was added to the Police Department, an Operator in Training was added to the Wastewater Enterprise; and a part-time grant-funded Grants Assistant

**Note 4:** FY 2014/15 reflects reclassification of the Housing & Economic Development Coordinator to full

**Note 5:** FY 2015/16 reflects the authorization of a part-time Grants Assistant in Community Development, a part-time Audio and the increase to 80% of the Water Project Coordinator in Public Works. The Associate Planner in Community Development was reduced to 80%.

**Note 6:** FY 2016/17 reflect reclassification of the Operations Manager to the Assistant Public Works Director

**Note 7:** FY 2017/18 reflects reclassification of the part time (80%) Water Project Coordinator to a full time Engineering Technician

**Note 8:** FY 2017/18 reflects the addition of a Public Works Maintenance I posit

**Note 9:** FY 2017/18 reflects the increase of the Grants Assistant position from 1

**Note 10:** FY 2017/18 reflects the increase of the AV Technician position from 1

**Note 11:** In FY 2018/19 the Administrative Services Director position was eliminated from Administrative Services

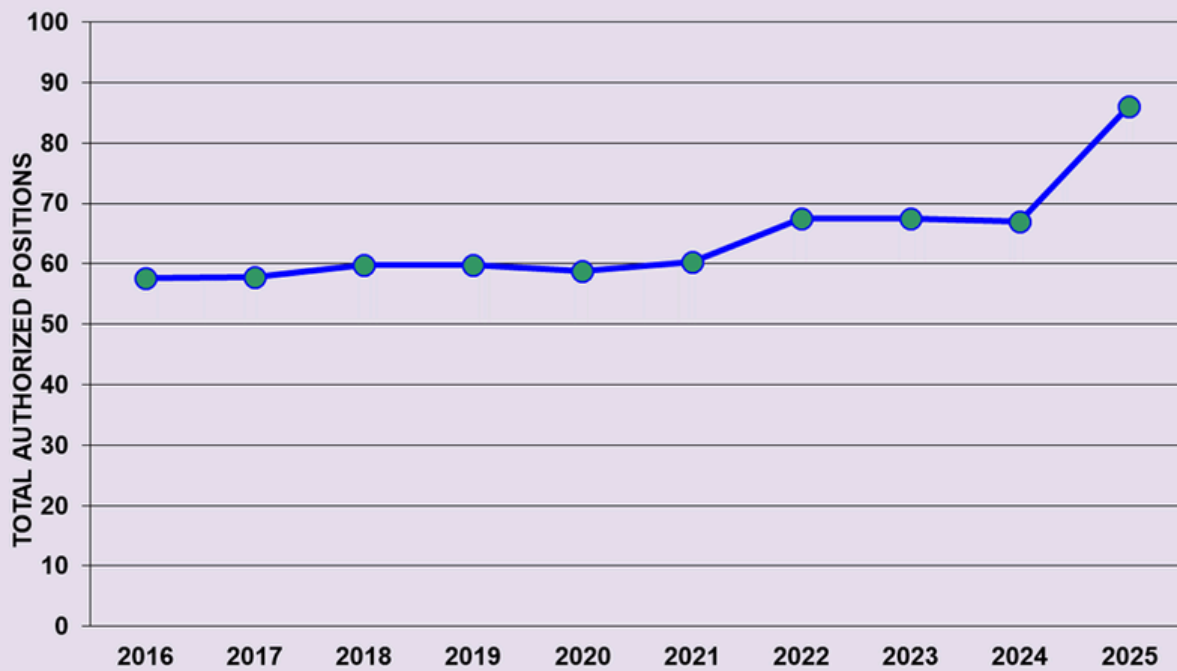
**Note 12:** In FY 2018/19 the Police Lieutenant position was eliminated from the Police Department

**Note 13:** In FY 2018/19 an additional CSO position was added to the Police Department

**Note 14:** In FY 2018/19 the Special Project Manager and the Special Projects Assistant moved from the Community Development Department to the Public Works Department



## TEN YEAR AUTHORIZED STAFFING COMPARISON



## FY2025/26 Article XIIIB Appropriations Limit

The Appropriations Limit imposed by Proposition 4 and modified by Propositions 98 and 111 creates a restriction on the amount of revenue that can be appropriated in any fiscal year. The Appropriations Limit is based on actual appropriations during FY 1978/79 and is increased each year using the growth of the population and inflation. The only revenues that are restricted by the Appropriations Limit are those referred to as “proceeds of taxes.” Some examples of taxes are sales tax, property tax, transient occupancy tax, and State motor vehicles in lieu tax.

During any fiscal year, a city may not appropriate any proceeds of taxes it receives in excess of its Appropriations Limit. If the city receives excess funds in any one year, it can carry them into the subsequent year to be used if the city falls below its Appropriations Limit in that year. Any excess funds remaining after the second year must be returned to the taxpayers by reducing tax rates or fees. As an alternative, a majority of the voters may approve an “override” to increase the Appropriations Limit. The City of Fort Bragg’s budgeted expenditures have always been well below its annual Appropriations Limit.

The factors used are:

- **Population Factor** – At the City’s choice, either the annual change in City or County population.
- **Price Factor** – At the City’s choice, either the change in California per capita income or an increase in non-residential assessed valuation due to new construction.

The formula to be used in calculating the growth rate is:

$$\frac{\% \text{ Change in population} + 100.00}{100.00}$$

**Multiplied by either**

$$\frac{\$ \text{ Change in per capita income} + 100.00}{100.00}$$

**Or**

$$\frac{\text{Change in non-residential assessments} + 100.00}{100.00}$$

The resultant rate multiplied by the previous appropriation limit equals the new appropriation limit. In May 2024, the California State Department of Finance notified cities of the population change and the per capita personal income factor to be used to determine the appropriation limit. Using the change in per capita income method, the calculation as applied to the City of Fort Bragg for FY 2024/25 is:

- The population change on January 1 of the previous year for the County is <-0.08> and for the City is <-2.16%>. The City population change is the greater of the two therefore it is the percentage that will be used.
- The per capita income percentage change is 3.62%.

The factor for determining the year-to-year increase is computed as:

$$\frac{3.62 + 100.00}{100.00} \times \frac{\text{<-2.16%>} + 100.00}{100.00} = 1.05858$$

Applying this year’s factor to last year’s limit of \$11,699,780 the appropriations limit for FY 2024/25 is \$12,385,176. With appropriations subject to the limitation totaling approximately \$7,432,932 the City of Fort Bragg is not at risk of exceeding the Gann Limit.



**City of Fort Bragg Appropriation Limit  
Applied to FY 24/25 Budget**

**Proceeds of Taxes**

**Property & Other Taxes**

Property Taxes	\$ 1,163,199
Sales & Use Taxes, Prop 172 Taxes	2,059,200
Transient Occupancy Taxes	3,146,240
Franchise Taxes	735,754
Transfer Taxes	50,591
Business License Taxes	217,700
<b>Subtotal - Taxes</b>	<b>7,372,683</b>

**Proceeds of Non Taxes**

Licenses & Permits	85,200
Fines & Forfeitures	18,000
Use of Money & Property (less interest earned)	123,000
Intergovernmental	849,476
Charges for Services	3,761,123
Other Revenues	16,000
<b>Subtotal - Non Taxes</b>	<b>4,852,799</b>

**Total Non Taxes & Taxes** **12,225,482**

**Allocate Interest Based on Ratios**

Non Taxes (33%)	39,694
Taxes (67%)	60,306
<b>Total Interest</b>	<b>100,000</b>

**Total Revenue** **\$ 12,325,482**

FY 2024//24 Appropriations Limit	12,385,176
Less Proceeds of Taxes	7,432,989
<b>Under Maximum Appropriation Limit</b>	<b>\$ 4,952,186</b>



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# DEPARTMENTS

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## City Council



*A five-member elected City Council provides governance over the City of Fort Bragg's services to approximately 7,000 residents. Each Councilmember is elected at large and serves a four-year term. The members of the City Council elect the Mayor who serves a two-year term. The Council convenes in regular session on the 2<sup>nd</sup> and 4<sup>th</sup> Mondays of each month. All regular meetings are held in Fort Bragg Town Hall and are open to the public.*

As the primary legislative body for Fort Bragg, the City Council's authority is to provide fiscally responsible leadership that protects and promotes Fort Bragg's unique quality of life for the full enjoyment of its residents, visitors, and business owners.

The City of Fort Bragg is a general law city under California State law. The State constitution and law establish its rights, powers, privileges, authority, and functions. Operating under a Council-Manager form of government, the five Fort Bragg City Council members are elected at large by the community and, therefore, residents of the entire community. The council-manager form of local government combines the strong policy and political leadership of the City Council with the City Manager's professional experience. Power and authority are concentrated in the elected City Council, while the City Manager implements its policies.

While being a City Council member is considered a part-time job, the actual time commitment is significant. In addition to City Council and Council Committee meetings, council members hold special local and regional committee assignments, meet frequently with residents, business owners, and City staff to discuss issues and projects, and regularly attend a variety of community events. The Council establishes policies for City operations, approves all budgets, and ensures appropriate representation and responses to community interests. The City Council appoints the City Manager who supports the City Council in its policy development functions and ensures that the City Council's policies, programs, and priorities is addressed through the work of City staff.



## Elected Officials



**Jason Godeke**  
*Mayor*



**Marcia Rafanan**  
*Vice Mayor*



**Tess Albin- Smith**  
*Councilmember*



**Lindy Peters**  
*Councilmember*



**Scott Hockett**  
*Councilmember*

# Strategic Goals and Objectives

## CITY COUNCIL GOALS & STRATEGIC PLANNING FY 2024-2028

In August 2024, the City of Fort Bragg finalized its **2024–2028 Strategic Plan**, establishing a clear roadmap to guide City operations, budgeting, and long-term priorities. Developed through a robust community engagement process, the plan reflects the input of residents, business owners, staff, and the City Council, and defines the City's Mission, Vision, and Core Values.

Here are the 7 Strategic Goals from the City of Fort Bragg's Strategic Plan:

1. **Promote Housing, Economic Development, and Land Use**
  - Support diverse housing options, business growth, and effective land use that reflect community needs and values.
2. **Build and Maintain Infrastructure and Facilities**
  - Invest in sustainable infrastructure, resilient utilities, and well-maintained public facilities to serve the community reliably.
3. **Strengthen Public Safety and Emergency Preparedness**
  - Enhance emergency readiness and support modern, responsive public safety services to protect people, property, and neighborhoods.
4. **Enhance Public Spaces, Promote Recreation, and Cultivate Civic Pride**
  - Expand access to parks, recreation, and cultural resources while investing in public spaces that inspire community pride.
5. **Fund Our Future with Financial and Fiscal Responsibility**
  - Ensure sound financial management, long-term fiscal health, and transparent budgeting aligned with community priorities.
6. **Champion a Sustainable Municipal Organization**
  - Build a service-oriented, high-performing organization that values staff wellness, innovation, and continuous improvement.
7. **Communicate with Active Community Engagement**
  - Foster meaningful connections with residents and businesses through open communication, inclusive outreach, and civic participation.

The Strategic Plan outlines measurable goals and focus areas that are fully integrated into the FY 2025–2026 Proposed Budget. City departments have aligned their work plans with these goals to ensure that resources are allocated strategically, operations remain transparent, and services are delivered effectively. The plan also provides a framework for regularly evaluating progress and adapting to changing community needs—ensuring we stay on course while remaining flexible and responsive.

### Committee Appointees:

Community Development Committee: Mayor Jason Godeke and Vice Mayor Marcia Rafanan

Finance and Administration Committee: Councilmember Tess Albin-Smith and Vice Mayor Marcia Rafanan

Public Safety Committee: Councilmembers Lindy Peter and Scott Hockett

Public Works and Facilities Committee: Mayor Jason Godeke and Councilmember Scott Hockett

### Ad-hoc Committees:

Mill Site Committee: Mayor Jason Godeke, Councilmember Lindy Peters

Visit Fort Bragg Committee: Councilmembers Lindy Peters and Tess Albin-Smith

Local Cultural Committee: Mayor Jason Godeke and Vice Mayor Marcia Rafanan

Animal Shelter Committee: Vice Mayor Marcia Rafanan and Councilmember Lindy Peters

CV Starr Committee: Mayor Jason Godeke and Councilmember Tess Albin-Smith

Broadband Committee: Councilmember Tess Albin-Smith and Vice Mayor Marcia Rafanan



## FY 2024/25 Top Accomplishments

- Successful passage of Measure T and U unlocking \$1.4 million of additional revenue for the General Fund.
- Strategic planning guided much of our progress, including completing the community Strategic Plan 2024-2028+, which reflects input from City Council, residents, businesses, regional partners, and staff. This roadmap, alongside newly established core values and updated mission and vision statements, lays the foundation for Fort Bragg's future.
- Financially, the City achieved significant milestones in 2024, including reaching 30% General Fund reserves and a \$3 million investment into the Section 115 Trust, ensuring fiscal stability and preparation for long-term pension obligations. To address the challenges outlined in the City's long-term 5-year financial projections, the City Council placed Measures T and U on the November ballot.
- Adopting a Balanced Budget for FY 24/25
- Complete the Land Acknowledgment and set-up of the Cultural Center.
- Approval of Downtown Revitalization initiatives including Mural Projects, FB Business Boost, Fascade Improvements, and Way-Finding Signage to be installed in June/July 2025.



## FY 2025/26 Top Priorities

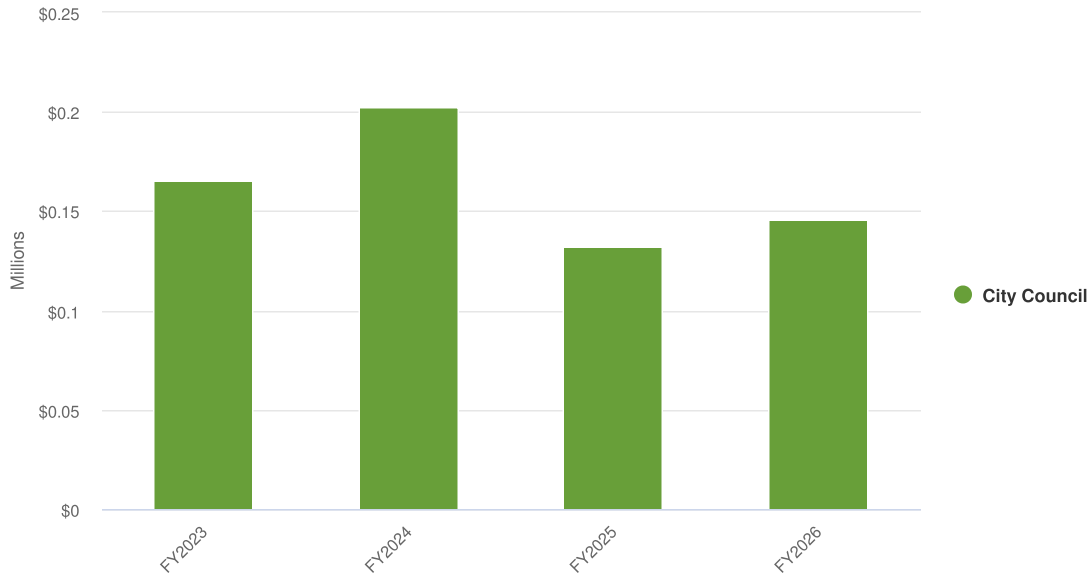
1. **Promote Housing, Economic Development, and Land Use**
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  - Build a service-oriented, high-performing organization that values staff wellness, innovation, and continuous improvement.
7. **Communicate with Active Community Engagement**
  - Foster meaningful connections with residents and businesses through open communication, inclusive outreach, and civic participation.



## Expenditures by Function

The FY 2025/26 Budget for the City Council is \$145,438, reflecting a 13.4% increase from the prior fiscal year. This increase is primarily due to higher benefit costs and expanded allocations for training and travel. The budget supports Council participation in state conferences and professional development opportunities, such as CalCities. Additionally, \$25,000 has been allocated to support the implementation of Council Goals.

### Budgeted and Historical Expenditures by Function



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted	FY2025 Est YE vs. FY2026 (% Change)
Expenditures						
General Government						
City Council						
Salaries & Wages, Regular	110-4110-0101	\$28,079	\$33,026	\$33,749	\$33,859	0.3%
Other Pay	110-4110-0109	\$224	\$201	\$201	\$1,200	498.2%
Misc Insurance Premiums & Fees	110-4110-0210	\$209	\$205	\$192	\$341	77.6%
Medical Premium Contribution	110-4110-0211	\$103,644	\$105,516	\$109,847	\$133,019	21.1%
Dental Premiums	110-4110-0213	\$5,820	\$5,182	\$5,033	\$5,273	4.8%
Vision Care	110-4110-0214	\$1,092	\$1,092	\$1,092	\$1,092	0%
Worker's Comp Premium	110-4110-0231	\$410	\$538	\$510	\$707	38.7%
FICA/Medicare	110-4110-0252	\$2,165	\$2,541	\$2,625	\$2,662	1.4%
Election Costs	110-4110-0315	\$14,378	\$36,887	\$20,410	\$5,000	-75.5%



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted	FY2025 Est YE vs. FY2026 (% Change)
Professional Ser/Council Goals	110-4110- 0319	\$57,162	\$8,420	\$20,971	\$25,000	19.2%
Training/Travel Reimbursement	110-4110- 0366	\$10,539	\$4,960	\$12,941	\$16,000	23.6%
Meetings/City Business	110-4110- 0371	\$498	\$289	\$1,892	\$2,500	32.1%
Allocation to IT Services	110-4110- 0396	\$55,933	\$62,491	\$47,129	\$47,129	0%
Alloc to Facilities Maint	110-4110- 0397	\$11,663	\$11,397	\$11,663	\$11,663	0%
Salary/Benefits Allocation	110-4110- 0801	\$85,718	\$155,273	\$85,718	\$85,718	0%
Cost Allocation Contra Exp	110-4110- 0802	-\$212,246	-\$225,725	-\$225,725	-\$225,725	0%
Total City Council:		\$165,288	\$202,293	\$128,248	\$145,438	13.4%
Total General Government:		\$165,288	\$202,293	\$128,248	\$145,438	13.4%
Total Expenditures:		\$165,288	\$202,293	\$128,248	\$145,438	13.4%



# Administration Department



**Isaac Whippy**  
City Manager

*The City's Administration includes the City Attorney, City Manager, and the Administrative Services Department. Each entity contributes to the professional leadership of the organization, implementation of City Council policy objectives, and administration of City services and programs. The City's Administration works closely and provides support to other City departments with the goals of ensuring the professional delivery of quality public services; an efficient, responsive, and accountable government; fiscal stability; economic vitality; quality of life; and effective citizen engagement.*

The City of Fort Bragg is a Council-Manager form of government. Our five elected city council members serve as the City's primary legislative body, which sets City policy and establishes goals. They also appoint a chief executive officer, the City Manager, to oversee day-to-day municipal operations and implement the Council policy direction. The City Manager oversees the Administrative Services Department which includes the contract City Attorney, the City Clerk, and Human Resources. The Department has five and a half full-time staff:

- City Manager
- City Clerk
- Administrative Analyst
- Administrative Assistant
- Human Resources Manager
- Public Experience Liaison

## CITY MANAGER

Under the policies established by the City Council, the City Manager is responsible for the efficient management of all affairs and departments operating within the City and serves as the Executive Director of the City's Municipal Finance Authority. The City Manager is the City's chief executive officer, employed by and directly responsible to the City Council. The City Manager organizes and directs an executive and management team to implement programs and deliver public services.

The primary duties and services the City Manager performs include the following:

- Provide professional expertise to the City Council in their role of making public policy decisions
- Implement policies and directives from the City Council
- Provide strategic direction and management for citywide operations and service delivery
- Prepare a sound, fiscally sustainable budget that identifies all the revenues and expenditures anticipated in the forthcoming and future fiscal years
- Oversee the process for the development of capital and infrastructure projects and strive to ensure that capital projects are successfully accomplished on-time
- Ensure the City is delivering cost-effective services that meet the needs of the community
- Engage residents, foster community partnerships and interagency collaborations through strategic communication efforts
- Ensure the highest level of customer service to residents and businesses

In cooperation with the Finance Director, the Manager prepares the annual budget for the Council's consideration; serves as the City Council's chief advisor; and carries out the Council's policies.

Councilmembers count on the Manager to provide complete and objective information, pros and cons of policy alternatives, and long-term planning for programs that meet our community needs and ultimately ensure sound and effective management practices over City staff and resources.

The Administrative Services Department is responsible for a wide array of support services including:

## CITY ATTORNEY

The City contracts with Jones & Mayer, a firm specializing in municipal law, for City Attorney services. The City Attorney, appointed by the City Council, is the chief legal advisor and provides professional legal services to the City Council, the City Manager, City departments, and the Planning Commission. Services include advising Council and staff during public meetings, providing legal opinions, reviewing and drafting legal



documents and contracts, providing advice regarding public officials' conflicts of interest, personnel, and labor law issues, and representing the City in litigation. The City Attorney is also responsible for assigning legal work to various specialists in the firm or to outside counsel, as needed. The City Manager continues to control assignment of work to the City Attorney as a method of containing costs.

#### **CITY CLERK**

The City Clerk's Office provides one-on-one service and staff support to the Mayor and City Council. As the Office of Record, the City Clerk is responsible for maintaining official records of City Council actions in accordance with the legal requirements for public meetings. The Clerk maintains and preserves municipal archival records and materials as well as records of adopted municipal codes, general bylaws and zoning bylaws, resignations, appointments, petitions, publications, budgets, election results, and minutes for public meetings. The City Clerk also acts as Secretary for all City Council meetings.

#### **HUMAN RESOURCES**

Human Resources (HR) provides professional services and support to the City Council, City management, employees, and the public. HR provides organizational strategy and analytical information to the City Manager to accomplish key Council goals, promote organizational transparency, and plan for future workforce demands. HR is committed to offering sound, diversified training opportunities to its employees, which not only builds employee capabilities but also addresses current and future community needs. In its efforts to minimize the City's risk exposure, HR continues to be a valuable resource with employment law and best practices, including such areas as workers' compensation, safety, liability prevention, employee discipline, hiring protocols, and benefits administration.

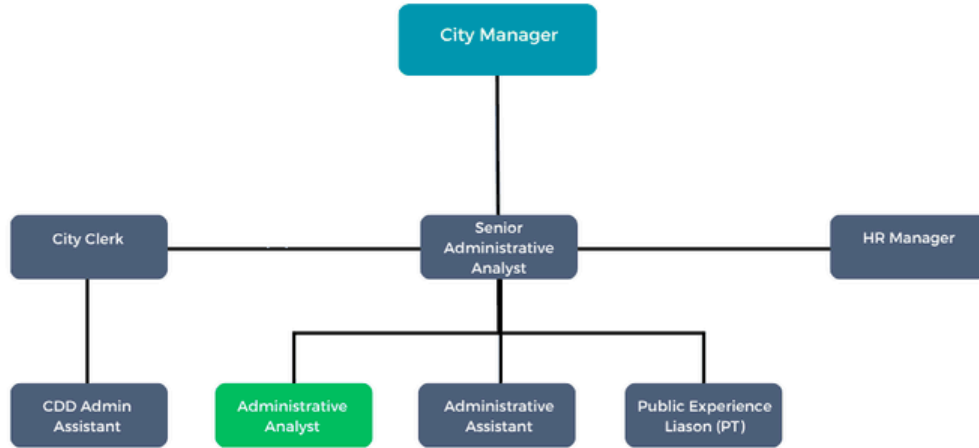
## **Strategic Goals and Objectives**

- Exercise overall responsibility for sound and effective management by the City government. Recommend administrative, fiscal, and operational policies to the City Council to improve the efficiency and effectiveness of the City's operations.
- Ensure agenda items for the City Council's agenda are complete and sufficient for Council decision-making, and make appropriate recommendations on each item.
- Implement the City Council's goals and objectives by assuring that the actions and programs necessary to achieve the Council's priorities are integrated into the day-to-day work programs of City departments.
- Ensure that sound fiscal management policies are implemented throughout the organization.
- Direct administration of City personnel policies and administrative procedures includes employee recruitment, retention, examination, appointment, and dismissal.
- Encourage the professional development and training of all employees to develop competency to perform in accordance with the values of leadership, performance excellence, team building, and customer service.
- Monitor and work with other City Departments to ensure the City's safety programs are deployed and compliant with requirements.
- Ensure that the City is prepared for natural, civil, and other emergencies and disasters by coordinating planning, training, and emergency operations drills.



# Organizational Chart

## Administration Department



## Authorized FTE's

AUTHORIZED FTE	FY16	FY17	FY18	FY19	FY20	FY 21	FY 22	FY 23	FY 24	FY 25
Administration Dept.	6.5	7	7	6	6	6	7	7	5	5.5



## FY 2024/25 Top Accomplishments

- Successfully completing the City's Strategic Plan 2024-2028
- Defining the Organization's Core Values
- Employee wellness: Improved Breakroom, Wellness App, CV Starr membership.
- Filling the City Clerk and Admin Assistant Positions.
- A successful 2024 election with the on-boarding of new Council member.
- Passage of Measure AA/AB
- Successfully onboard new CV Starr Employees- coordinating with Finance.
- Launched City Manager Roundup Monthly Newsletter
- An increase in social media presence for the City and the continuance of employee recognition.
- Process Improvements: Launch of FMX for Facility Bookings
- Finalize Broadband Contract for the purchase of MCN



## Performance / Workload Measures

INDICATORS	FY20	FY21	FY22	FY23	FY24
<b>HUMAN RESOURCES</b>					
Number of job posting	16	17	15	22	12
Number of applications received and reviewed	365	217	110	184	82
Open Enrollment Compliance and Meetings held	100%	100%	100%	100%	3 Meetings TBD
Number of new hires	8	17	15	67	21
Safety Meetings	2	3	2	1	0
<b>CITY CLERK</b>					
Ordinances Processed	8	13	6	11	9
Resolutions Processed	122	148	145	89	116
Contracts Processed	61	97	57	104	101
City Council Meeting Agenda Packets	53	42	53	35	37
PRAs Processed / Records Reviewed	146 / 12,027	294 / 8,868	212/ 6,137	164/ 6903	202/ 8402
Weddings Performed	2	4	12	2	0
				*41 CV Starr employees	



## **FY 2025/26 Top Priorities**

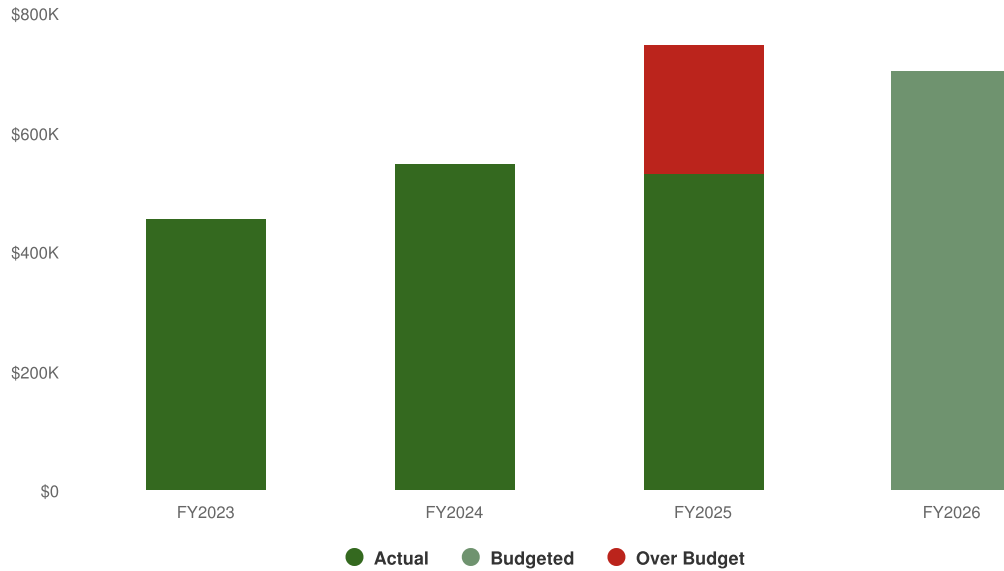
- Implement the City of Fort Bragg Strategic Plan 2025-2028.
- Launch a digital platform to record, track, and report the progress of the City Council's Strategic Priorities.
- Implement Diversity, Equity, and Inclusion (DEI) employee training.
- Continue to work with departments to fill critical departments in the current recruitment market using strategies that diversify candidate pools.
- Conduct labor negotiations for the Fort Bragg Employee Organization (FBEO) to ensure good labor relations and increase employee retention and recruitment.
- Ensure successful onboarding of former MCN employees to the City.
- Work with Blue Zones Mendocino County to celebrate the City obtaining the Blue Zones Project Approved Worksite designation.
- Continue to conduct team-building events to build collegiality and inspire teamwork as stated in the City's Strategic Goal 6A.
- Research and implement citywide technical automation of manual tasks to increase staff productivity and accuracy.
- Focus on engaging technology to streamline internal processes to reduce staff time required to administer services and support.
- Implement efficiencies to enhance the experience of residents, staff, contractors, and visitors at City Hall. Provides strategic communications, public relations, and multimedia services for the City and its departments.
- Increase digital engagement across the City's social media platforms.
- Enhance community outreach and engagement to all Fort Bragg residents.
- Update City Communication Policies and Procedures
- Support business retention and attraction activities/campaigns.
- Expand the use of the City's electronic records management system, focusing on areas to increase public transparency and information, as well as increase paperless processes.
- Research and collaborate with technical experts to update Personnel Rules and Regulations.
- Identify and cultivate new income streams to fund and broaden essential services.
- Continue the successful implementation of the Volunteer Program.
- Continue to provide cost-effective employee training and health and retirement resources.



## FY 2024/25 Top Priorities

**\$705,374** **\$175,475**  
(33.11% vs. prior year)

### Administrative Department Adopted and Historical Budget vs. Actual



## Expenditures by Expense Type

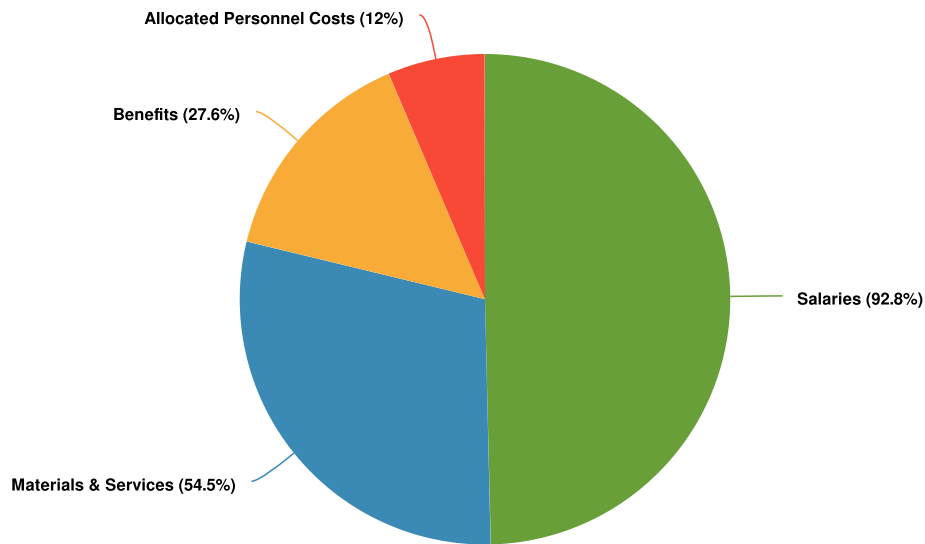
The Administration Department Budget for Fiscal Year 2025 is \$705,376, representing a 5% decrease from the prior year. This reduction is primarily due to a decrease in professional services expenditures. In the previous fiscal year, the department incurred one-time costs related to the Strategic Plan, polling, and other consultant-driven initiatives.

Despite these reductions, the overall variance was partially offset by increases in personnel costs due to Cost of Living Adjustments (COLA), merit increases, and two promotions approved during the prior fiscal year. A new initiative in FY 2025 is the introduction of a \$11,500 internship program in partnership with the local high school, aimed at providing paid internship opportunities and investing in Fort Bragg's youth.

The proposed budget also includes funding for a Senior Administrative Analyst position to support the City Manager's Office. This role will focus on special projects, research, and implementation of the City's Strategic Plan.

The City Attorney's Budget for FY 2025 is \$270,000, reflecting a 14% decrease from the prior year. This adjustment brings the budget in line with projected year-end expenditures for FY 2024. The department's objective for the coming fiscal year is to manage legal expenses within an average of \$22,000 per month.

### Budgeted Expenditures by Expense Type



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects					
Salaries					
Salaries & Wages, Regular	110-4130-0101	\$501,482	\$429,800	\$496,718	\$617,453
Overtime	110-4130-0102	\$9,747	\$2,806	\$4,712	\$4,597
Comp Time Payout	110-4130-0103	\$6,350	\$5,980	\$1,759	\$1,000
Vacation Payout	110-4130-0104	\$1,772	\$29,514	\$6,270	\$18,580
Sick Leave Payout	110-4130-0105	\$0	\$5,584	\$227	\$0
Other Pay	110-4130-0109	\$6,119	\$9,616	\$17,326	\$12,760
Total Salaries:		\$525,469	\$483,301	\$527,014	\$654,389

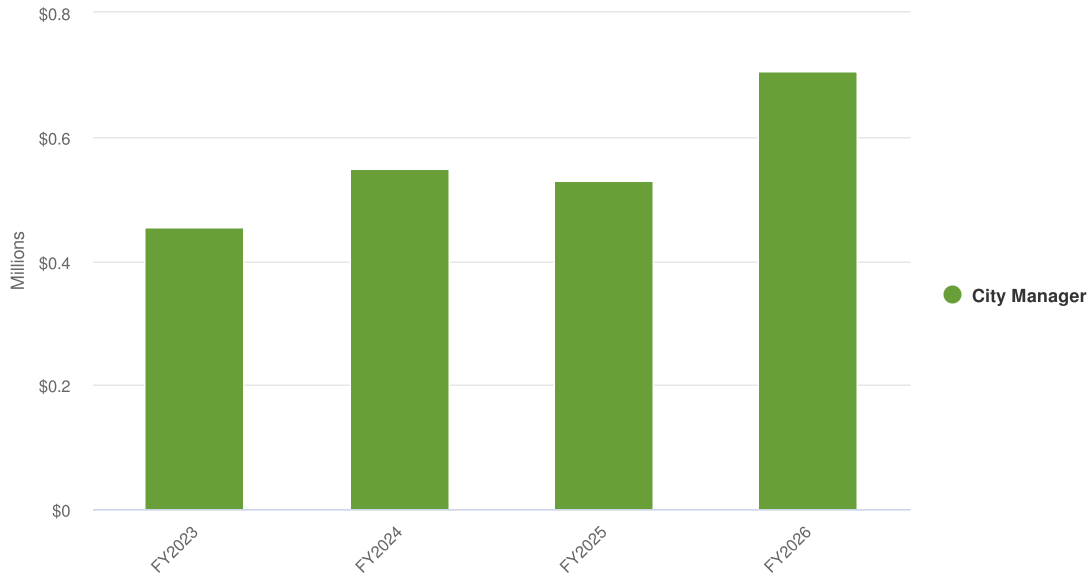


Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Benefits					
Misc Insurance Premiums & Fees	110-4130-0210	\$1,526	\$1,619	\$1,725	\$186
Medical Premium Contribution	110-4130-0211	\$73,624	\$70,034	\$81,549	\$106,312
Dental Premiums	110-4130-0213	\$4,819	\$3,956	\$4,243	\$2,873
Vision Care	110-4130-0214	\$1,203	\$1,077	\$1,085	\$1,310
Pers	110-4130-0220	\$38,907	\$33,210	\$39,438	\$49,978
Vehicle Allowance	110-4130-0223	\$4,002	\$4,964	\$4,234	\$4,200
Other Benefits	110-4130-0227	\$9,250	\$10,368	\$7,996	\$2,560
Other Benefits	110-4130-0229	\$0	\$0	\$40	\$0
Worker's Comp Premium	110-4130-0231	\$8,723	\$8,524	\$6,522	\$6,913
FICA/Medicare	110-4130-0252	\$39,873	\$37,257	\$36,730	\$9,114
Internship Program	110-4130-0321		\$0	\$0	\$11,500
Total Benefits:		\$181,928	\$171,010	\$183,560	\$194,947
Materials & Services					
City Attorney	110-4130-0311	\$278,108	\$285,903	\$373,123	\$264,000
Pre-Employment Costs	110-4130-0316	\$9,953	\$12,633	\$10,000	\$10,000
Recruitment Costs	110-4130-0317	\$13,674	\$12,245	\$8,000	\$10,000
Professional Services	110-4130-0319	\$31,285	\$69,426	\$144,433	\$70,000
Dues & Memberships	110-4130-0320	\$1,570	\$1,459	\$5,000	\$5,000
Legal Notices	110-4130-0364	\$1,063	\$3,344	\$3,000	\$3,000
Copying/Printing	110-4130-0365	-\$192	\$0	\$0	\$0
Training/Travel Reimbursement	110-4130-0366	\$21,037	\$11,710	\$18,000	\$18,000
Meetings/City Business	110-4130-0371	\$549	\$544	\$500	\$1,000
General Supplies	110-4130-0375	\$593	\$628	\$500	\$500
Medical/Safety Supplies	110-4130-0376	\$75	\$44	\$50	\$0
Small Tools & Equipment	110-4130-0381	\$581	\$1,320	\$3,000	\$3,000
Books & Subscriptions	110-4130-0384	\$219	\$160	\$0	\$0
Total Materials & Services:		\$358,514	\$399,414	\$565,606	\$384,500
Allocation to ISF					
Fleet Services	110-4130-0322	\$21,027	\$13,584	\$11,346	\$11,346
Allocation to IT Services	110-4130-0396	\$41,950	\$46,869	\$41,949	\$41,949
Alloc to Facilities Maint	110-4130-0397	\$29,111	\$28,447	\$29,111	\$29,111
Cost Allocation contra exp	110-4130-0802	-\$881,449	-\$677,130	-\$695,545	-\$695,545
Total Allocation to ISF:		-\$789,361	-\$588,231	-\$613,139	-\$613,139
Allocated Personnel Costs					
Salary/Benefits Allocation	110-4130-0801	\$178,850	\$83,293	\$84,677	\$84,677
Total Allocated Personnel Costs:		\$178,850	\$83,293	\$84,677	\$84,677
Total Expense Objects:		\$455,401	\$548,787	\$747,718	\$705,374



# Expenditures by Function

## Budgeted and Historical Expenditures by Function



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expenditures					
General Government					
City Manager					
Salaries					
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Total City Manager:		\$455,401	\$548,787	\$747,718	\$705,374
Total General Government:		\$455,401	\$548,787	\$747,718	\$705,374
Total Expenditures:		\$455,401	\$548,787	\$747,718	\$705,374



# Economic Development Department

Isaac Whippy  
City Manager

The Economic Development Department exists to foster a vibrant, resilient, and inclusive economy in the City of Fort Bragg by supporting local businesses, attracting new investment, enhancing the vitality of our commercial districts, and advancing community-centered development. Through strategic partnerships, innovative programs, and equitable access to resources, we aim to strengthen economic opportunity for all residents while preserving Fort Bragg's unique character and quality of life

## FY 2025–2026 Initiatives and Investments:

- **Fort Bragg Business Boost Program – \$650,000**

This revolving loan fund program provides critical financial assistance to local businesses through low-interest loans designed to support capital improvements, inventory purchases, business expansion, and startup needs. Funded through repurposed ARPA dollars, the program directly aligns with the City's goals of business retention and entrepreneurship, helping fill financial gaps that traditional lending may not address.

- **Façade Improvement Program – \$90,000**

Continuing a successful initiative, this program offers matching grants to businesses and property owners to enhance storefronts, signage, and exterior building improvements. These visual upgrades promote a more welcoming commercial environment, contributing to increased foot traffic and community pride.

- **Downtown Revitalization Projects – \$30,000**

Targeted improvements to the downtown core include fresh crosswalk striping and bold-out painting, new benches for public seating, and selective tree planting to enhance the pedestrian experience. These investments contribute to placemaking goals, improve accessibility, and support a vibrant small-town atmosphere that encourages community interaction and tourism.

- **Public Mural Program – \$20,000**

The City will continue to invest in public art through the mural program, which partners with local artists to create culturally relevant, community-inspired murals. These projects foster local identity, deter graffiti, and activate underutilized spaces while reinforcing Fort Bragg's creative spirit.

- **FortBraggBiz.com – Business Resource Website**

The Department will maintain and continue to expand [www.fortbraggbiz.com](http://www.fortbraggbiz.com) (<http://www.fortbraggbiz.com>), the City's dedicated online portal for business resources. This platform provides streamlined access to permitting tools, funding opportunities, site selection information, and economic development contacts, serving as a one-stop shop for new and existing businesses.

- **Entertainment Zones Implementation**

Funding supports the continued review and phased implementation of **Entertainment Zones** to activate underutilized public spaces, encourage outdoor dining and live events, and strengthen Fort Bragg's cultural and economic vibrancy.

These investments are rooted in the Strategic Plan goals of fostering economic opportunity, promoting community vitality, and delivering innovative, service-oriented support to Fort Bragg's business community. The Economic Development Department remains committed to a proactive and inclusive approach that empowers entrepreneurs, revitalizes key corridors, and positions Fort Bragg as a forward-thinking, business-friendly city.

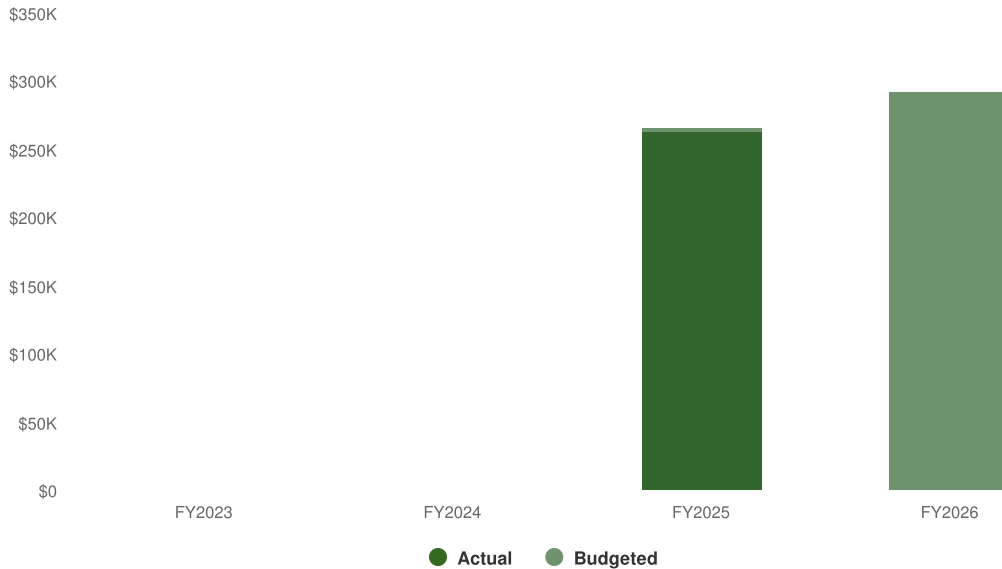




## Expenditures Summary

**\$292,928** **\$27,110**  
(10.20% vs. prior year)

### Economic Development Department Adopted and Historical Budget vs. Actual



The proposed FY 2025–2026 budget for the Economic Development Department totals \$292,928, which includes funding for two full-time staff positions. This represents an increase of \$27,110 (10%) compared to the FY 2024–2025 adopted budget.

The primary driver of the increase is a \$30,000 allocation for enhanced Downtown Revitalization efforts, which include crosswalk improvements, bold-out painting, new benches, and urban greenery. These investments directly support the City's Strategic Plan goals to promote community vitality, enhance public spaces, and strengthen the economic competitiveness of Fort Bragg's commercial core.

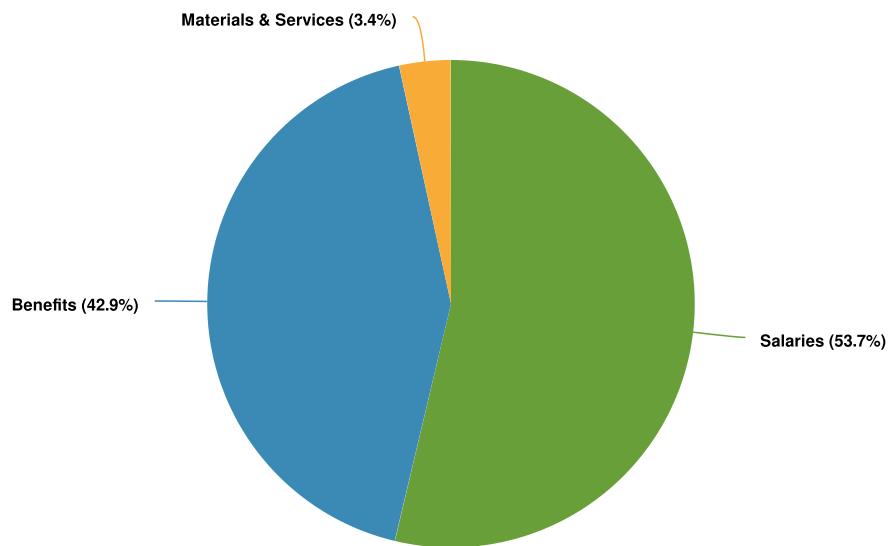
The remainder of the budget maintains stable funding for staff salaries, program administration, and ongoing business development initiatives such as the Fort Bragg Business Boost Program, façade improvement grants, mural installations, and the continued expansion of FortBraggBiz.com. These efforts reflect the City's commitment to long-term economic growth, small business support, and a vibrant downtown experience.

The Department continues to leverage external funding—such as ARPA and grant dollars—for high-impact programs, while the General Fund supports core personnel and operational costs. This structure ensures fiscal responsibility while maximizing return on investment in local economic development.

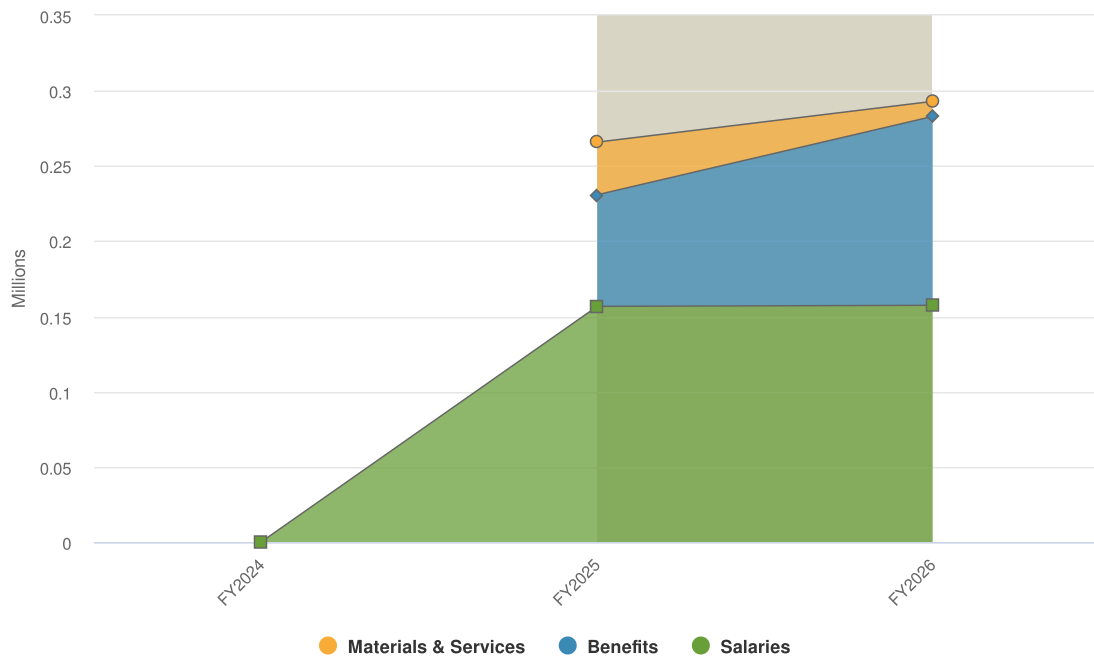


# Expenditures by Expense Type

## Budgeted Expenditures by Expense Type



## Budgeted and Historical Expenditures by Expense Type



Grey background indicates budgeted figures.

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects					
Salaries					
Salaries & Wages, Regular	110-4131-0101		\$297.68	\$149,247.42	\$156,354.28
Overtime	110-4131-0102		\$0.00	\$0.00	\$1,000.00
Total Salaries:			\$297.68	\$149,247.42	\$157,354.28
Benefits					
Comp Time Payout	110-4131-0103		\$0.00	\$1,498.89	\$1,843.20
Medical Premium Contribution	110-4131-0211		\$0.00	\$44,647.67	\$49,123.15
Dental Premiums	110-4131-0213		\$0.00	\$2,229.04	\$2,308.80
Vision Care	110-4131-0214		\$0.00	\$439.40	\$436.80
Pers	110-4131-0220		\$0.00	\$13,183.44	\$13,559.77
Other Benefits	110-4131-0229	\$0.00	\$0.00	\$444.00	\$444.20
Worker's Comp Premium	110-4131-0231	\$0.00	\$0.00	\$1,760.97	\$2,642.38
FICA/Medicare	110-4131-0252		\$0.00	\$12,740.30	\$12,215.33
Training/Travel Reimbursement	110-4131-0366		\$0.00	\$2,000.00	\$4,000.00
Downtown Revitalization	110-4131-0367		\$0.00	\$0.00	\$30,000.00
Allocation to IT Services	110-4131-0396		\$0.00	\$0.00	\$3,000.00
Alloc to Facilities Maint	110-4131-0397		\$0.00	\$0.00	\$3,000.00
Salary/Benefits Allocation	110-4131-0801		\$0.00	\$0.00	\$3,000.00
Total Benefits:		\$0.00	\$0.00	\$78,943.71	\$125,573.63
Materials & Services					
Professional Services	110-4131-0319		\$0.00	\$35,000.00	\$10,000.00
Total Materials & Services:			\$0.00	\$35,000.00	\$10,000.00
Total Expense Objects:		\$0.00	\$297.68	\$263,191.13	\$292,927.91



# FINANCE DEPARTMENT



**Isaac Whippy**  
Finance Director/Treasurer

*The Finance Department is responsible for maintaining the City's financial integrity by providing oversight of the City's fiscal management, maintaining accurate financial records and reports, and providing advice regarding fiscal policies and transactions.*

The Finance Department is a General Government support function. In FY 2023, the Department had four full-time staff members, including: a Finance Director, one Government Accountant, two Finance Technicians. In March 2023, the department added a second part-time Government Accountant.

The Finance Department coordinates and directs all fiscal operations of the City. This includes directing, monitoring, and controlling all assets and financial operations and providing a framework for financial planning and analysis to support the operation and management of City departments. The functions of the Finance Department include utility billing, business licensing, transient occupancy tax collections, accounts payable, accounts receivable, payroll, purchase orders, financial reporting to federal, state, and other outside agencies, treasury and cash management, budget preparation, budgetary control, audit liaison and oversight of other fiscal activities of the City, CV Starr, Municipal Improvement District #1, and the Successor Agency to the Fort Bragg Redevelopment Agency.

## Authorized FTE's

AUTHORIZED FTE	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Finance Department	4	4	4	4	4	4	3	4.8	4	5	4	5

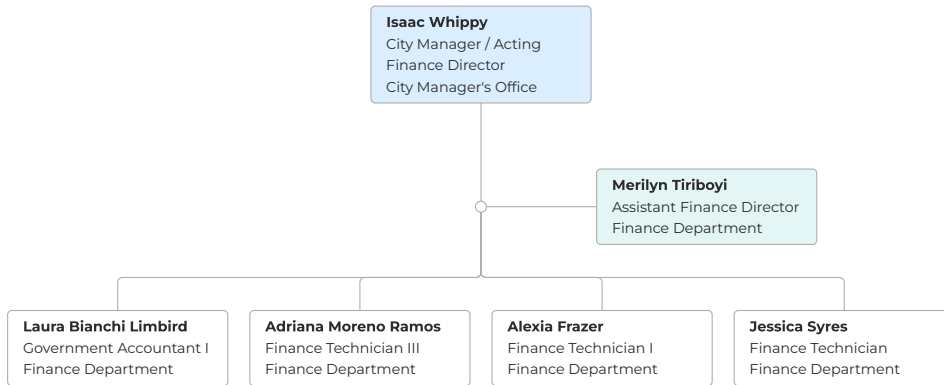
## Strategic Goals and Objectives

- Maintain the City's fiscal health and ensure the provision of adequate resources to fund City services for the community.
- Perform financial responsibilities in accordance with statutory regulations and standards required by State and federal regulatory agencies as well as with the Government Finance Officers Association Code of Professional Ethics.
- Account for the City's fiscal activities in an accurate and timely manner within generally accepted accounting principles (GAAP) and other legal requirements.
- Ensure completion of the City's financial statements in a timely manner.
- Assist the City Manager in preparing a balanced budget and implementing fiscal and budget policies established by the City Council.
- Safeguard the City's assets and invest available cash in accordance with the City Council's adopted investment policy.
- Provide financial services such as accounts payable, payroll, cash receipts.
- Accurately bill utility customers and provide friendly and helpful customer service.



# Organizational Chart

## Finance Department



## FY 2024/2025 Top Accomplishments

The Finance Department continues to champion responsible fiscal management, operational efficiency, and exceptional public service. In FY 2025–2026, the Department made critical advancements in long-term financial planning, process modernization, and revenue enhancement—each aligned with the City's 2024–2028 Strategic Plan.

### Major Accomplishments & Initiatives

- **Water and Sewer Utility Rate Study**

A comprehensive Utility Rate Study is underway—marking the first update since 2014—to evaluate long-term rate sustainability and ensure the continued reliability of the City's water and wastewater enterprise systems.

- **Smart Water Meter Replacement Project**

Successfully completed a grant-funded changeout of all residential and commercial water meters to smart meters. Early leak detection technology enabled the City to save 250,600 cubic feet of water by notifying customers of leaks in real-time.

- **Process Improvement & Technology Modernization**

- Transitioned to Xpress Bill Pay in August 2024, streamlining payment processing and enhancing customer experience.

- **Business License Administration**

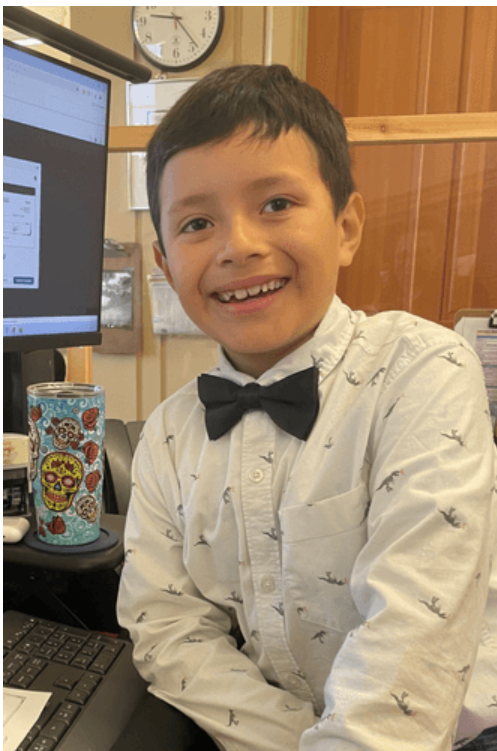
- Processed 59 new business licenses in calendar year 2024.
- Mailed 874 renewal notices in 2025, with 750 renewals (an 85.8% renewal rate) completed as of this update.

- **Staff Development & Organizational Growth**

- Hired an **Assistant Finance Director** in August 2024 to support audits, budget preparation, and financial reporting.
- Added a third Finance Technician to strengthen daily financial operations and front-line service.
- One employee completed 2024 Springbrook Software training to improve system efficiency.
- Three employees attended the 2025 GFOA Annual Conference to stay informed on best practices in government finance.

- **Recognition & Financial Health**

- Received the GFOA Distinguished Budget Presentation Award for the City's FY 2024 Budget, reflecting the City's commitment to transparency, accountability, and excellence in financial reporting.
- Increased General Fund reserves to 30% of annual operating expenditures, achieving a key City Council goal and ensuring stronger fiscal resilience.



## Performance Workload Measures

INDICATORS	FY 2020/21	FY 2021/22	FY 2022/23	FY 2024/25
<b>BUDGET/CAFR/AUDIT</b>				
Receive GFOA Distinguished Budget award	Yes	Yes	Yes	Yes
Receive GFOA Award for Excellence in Financial Reporting	Yes	Yes	Yes	No
Audit Findings	Nil	Nil	Nil	N/A
<b>REVENUE COLLECTION &amp; UTILITY BILLING</b>				
Ave.number open Water/Sewer Accounts	2871 / 2792	2868 / 2788	2807 / 2792	2808/2775
Total Amount Billed(Water/Sewer)	\$3.0m/\$3.5m	\$3.1m/ \$3.5m	\$3.0m/ \$3.4m	\$2.98m/\$3.5m (est)
% of payments processed through external automated/electronic process (Ebox,lockbox,ACH/CC)	72.70%	64.20%	70.30%	69.9%
Business license renewals notices mailed	890	895	921	574
% of business licenses processed within 30 days of receipt	100%	100%	100%	100%
Avg. number monthly pmts processed internally	725	956	774	823
Avg. number monthly water delinq. notices mailed	424	433	442	617
Avg. Monthly Number of Turn Offs – Non Payment	0	9	8	8
<b>ACCOUNTS PAYABLE/PAYROLL</b>				
Average days for Invoices to be Paid (turned into Finance)	2 days	14 days	10 days	14 days
% of Staff cross-trained in Payroll process	60%	60%	75%	40%
% of Staff cross-trained in AP process	100%	80%	100%	100%
% of employees signed up for direct deposit	98.50%	98.50%	88.00%	90%



## FY 2025/2026 Top Priorities

### Utility Billing

- Complete Utility Rate Study
- Continue to address leaks, by immediately notifying customers when smart meter detects a leak.

### Business Licenses

- Provide Welcome Kit for new businesses
- Modernize the business license process with improved software, reducing application time and enhancing tracking and reporting.

### Financial Operating, Budgeting, and Reporting

- Initiate Request for Proposal for Banking Services
- Initiate Request for Proposal for new audit service
- Assist City Manager and City Council in the establishment of new or enhanced revenue sources
- Address Long-Term Finance challenges for the City of Fort Bragg CA
- Update Finance Policies
- Recruitment of a Finance & Admin Director
- Eliminate paper copies by utilizing electronic copies

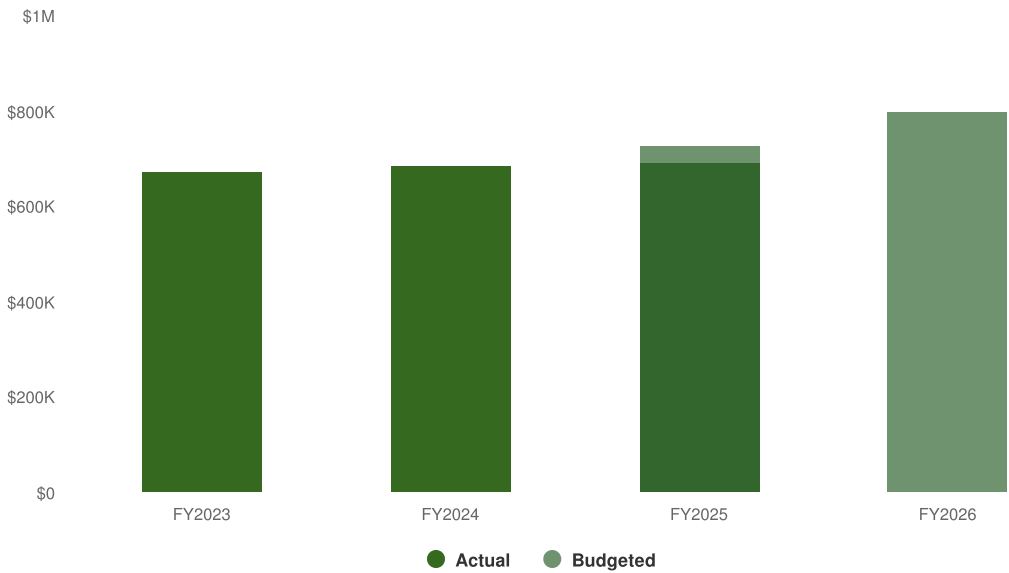




FUNDING SUMMARY BY FUND

**\$799,686** **\$73,591**  
(10.14% vs. prior year)

Finance Department Adopted and Historical Budget vs. Actual



Total



## Expenditures by Expense Type

### FY 2025–2026

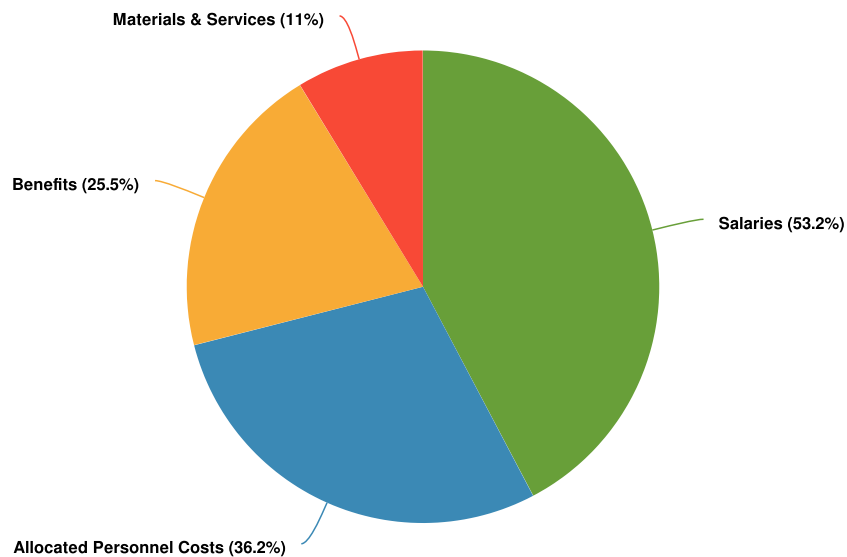
The Finance Department's FY 2025–2026 proposed budget reflects strategic staffing adjustments, operational efficiencies, and continued alignment with the City's fiscal management goals. The department is responsible for overseeing accounting, budgeting, business licensing, payroll, utility billing, and financial reporting for the City of Fort Bragg. Key changes in expenditures over the past three fiscal years highlight the evolving structure and priorities of the department:

- **Salaries:**  
Salary expenditures decreased by 4% in FY 2024 to \$319,372, followed by a 5% increase in FY 2025 to \$336,265. In FY 2026, salaries are projected to increase by 27% to \$425,642. This increase is driven by the elevation of the Finance Technician I position to full-time status in February 2025, as well as the inclusion of the Finance & Administration Director position in the proposed budget. Temporary cost savings in FY 2025 were also realized due to the Assistant Finance Director being on leave during a portion of the year.
- **Allocated Personnel Costs:**  
These costs increased by 12% in FY 2024 to \$324,756, then decreased by 11% in FY 2025 to \$289,231, where they are projected to remain flat in FY 2026. This stability reflects steady benefit costs and an adjusted staffing model.
- **Allocation to Internal Service Funds (ISF):**  
ISF allocations rose by 18% in FY 2024 to -\$197,783, decreased by 14% in FY 2025 to -\$169,733, and are forecasted to increase by 22% in FY 2026 to -\$206,857. These figures reflect changes in citywide service cost allocations including IT support, facilities maintenance, and fleet services.
- **Professional Services:**  
The proposed budget includes a \$12,000 increase in professional services to support outsourced accounting and audit preparation assistance, ensuring timely and accurate financial reporting during high-demand periods.

The inclusion of the Finance & Administration Director position in the FY 2026 budget enhances departmental capacity and leadership, supporting oversight of financial operations, strategic planning, and interdepartmental coordination. This investment ensures the City is well-positioned to meet increased compliance requirements and maintain its commitment to financial transparency and excellence.

Overall, the Finance Department's FY 2025–2026 budget supports a strong foundation for continued fiscal stewardship, efficient operations, and high-quality customer service.

### Budgeted Expenditures by Expense Type



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects					
Salaries					
Salaries & Wages, Regular	110-4150-0101	\$305,931	\$309,788	\$344,925	\$412,642
Overtime	110-4150-0102	\$7,535	\$5,330	\$13,142	\$7,000
Comp Time Payout	110-4150-0103	\$837	\$2,153	\$3,100	\$3,000
Vacation Payout	110-4150-0104	\$9,586	\$90	\$0	\$0
Other Pay	110-4150-0109	\$9,517	\$2,011	\$2,154	\$3,000
Total Salaries:		\$333,406	\$319,372	\$363,321	\$425,642
Benefits					
Misc Insurance Premiums & Fees	110-4150-0210	\$1,304	\$1,283	\$1,146	\$1,500
Medical Premium Contribution	110-4150-0211	\$86,570	\$100,251	\$104,798	\$122,118
Dental Premiums	110-4150-0213	\$4,915	\$5,014	\$4,812	\$6,992
Vision Care	110-4150-0214	\$850	\$889	\$837	\$1,092
Pers	110-4150-0220	\$24,477	\$24,611	\$24,821	\$34,152
Other Benefits	110-4150-0229	\$0	\$0	\$0	\$0
Worker's Comp Premium	110-4150-0231	\$6,078	\$6,436	\$4,354	\$8,306
FICA/Medicare	110-4150-0252	\$22,685	\$21,969	\$24,508	\$29,871
Total Benefits:		\$146,879	\$160,453	\$165,277	\$204,031
Materials & Services					
Auditing & Accounting	110-4150-0312	\$26,238	\$29,520	\$29,217	\$32,139
Professional Services	110-4150-0319	\$36,982	\$39,328	\$36,850	\$45,000
Dues & Memberships	110-4150-0320	\$590	\$135	\$500	\$500
Legal Notices	110-4150-0364	\$158	\$0	\$0	\$1,000
Training/Travel Reimbursement	110-4150-0366	\$5,422	\$8,587	\$12,000	\$8,000
Small Tools & Equipment	110-4150-0381	\$1,575	\$863	\$1,200	\$1,000
Total Materials & Services:		\$70,965	\$78,433	\$79,767	\$87,639
Allocation to ISF					
Allocation to IT Services	110-4150-0396	\$55,933	\$62,491	\$55,932	\$55,932
Alloc to Facilities Maint	110-4150-0397	\$8,957	\$8,753	\$6,238	\$6,238
Cost Allocation contra Exp	110-4150-0802	-\$231,903	-\$269,027	-\$269,027	-\$269,027
Total Allocation to ISF:		-\$167,013	-\$197,783	-\$206,857	-\$206,857
Allocated Personnel Costs					
Salary/Benefits Allocation	110-4150-0801	\$289,231	\$324,756	\$289,231	\$289,231
Total Allocated Personnel Costs:		\$289,231	\$324,756	\$289,231	\$289,231
Total Expense Objects:		\$673,468	\$685,230	\$690,739	\$799,686



## Non-Departmental



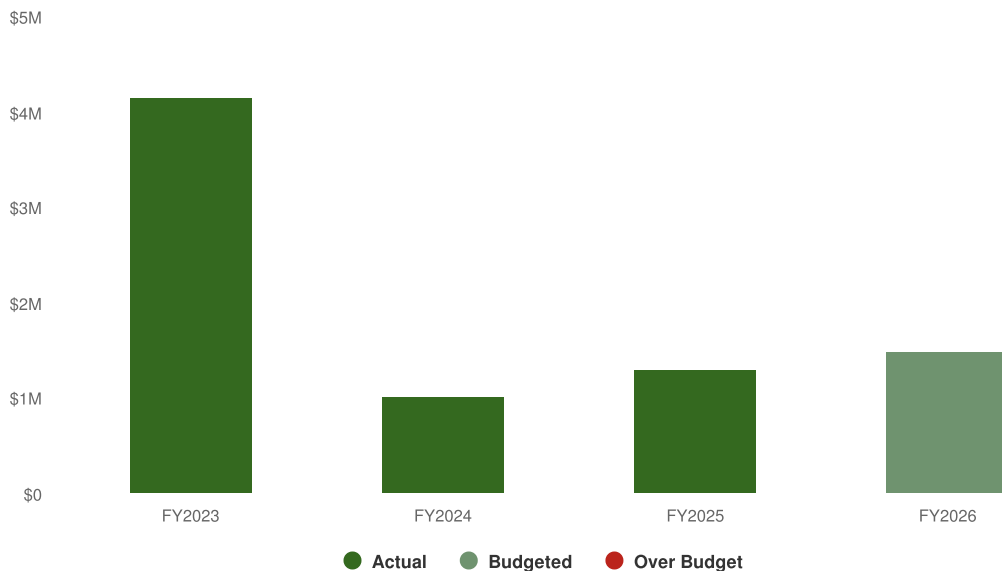
*The purpose of the Non-Departmental budget category is to record expenditures not associated with a specific City department.*

The following expenses are included in the Non-Departmental budget: costs associated with the City's support of two Community Organizations: Public Education and Government (PEG) television services; Caspar Landfill closure and Caspar Transfer Station costs; retiree health benefits; liability and property insurance premiums; and materials and services procured for the benefit of all City departments. A true-up of budgeted vs. actual costs in Non-Departmental has undertaken annually, and budgeted cost allocations are adjusted accordingly.

### Expenditures Summary

**\$1,500,486** **\$200,313**  
(15.41% vs. prior year)

#### Non-Department Proposed and Historical Budget vs. Actual



## Expenditures by Function

The Non-Departmental budget supports Citywide obligations that are not specific to any single department but are essential for the overall fiscal stability and operational continuity of the City. The proposed FY 2025–2026 budget totals \$1,500,486, reflecting an increase of \$200,313 over the prior fiscal year.

This increase is primarily attributable to rising insurance costs and long-term financial planning efforts:

- General liability insurance premiums are projected to increase by 23%, due to marketwide adjustments in risk exposure and claims activity.
- Property insurance premiums are forecasted to rise by 15%, continuing a statewide trend of increased costs for municipal properties.

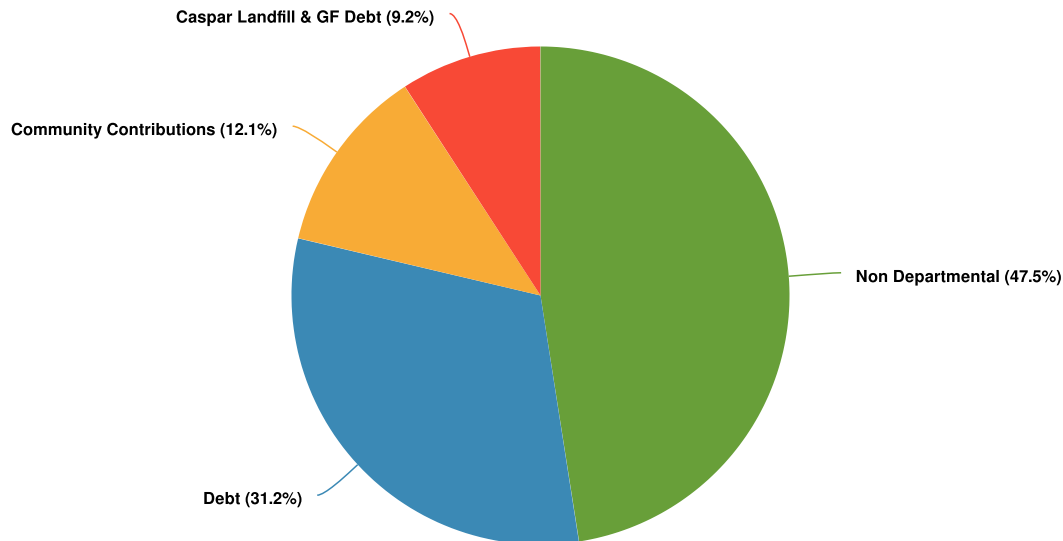
In support of the City's Pension Funding Policy, the budget includes a \$150,000 contribution to the Section 115 Pension Trust, strengthening the City's long-term strategy for addressing unfunded pension liabilities.

Additional key allocations include:

- \$388,752 for Retiree Medical costs, fulfilling the City's ongoing obligations for post-employment healthcare benefits.
- \$6,000 for DTSC (Department of Toxic Substances Control) compliance, related to environmental monitoring and reporting.
- \$180,000 in Miscellaneous Expenses, which includes the City's annual contribution to the Noyo Center for Marine Science as part of the voter-approved Measures AA and AB, as well as funding for special projects that support citywide initiatives and partnerships.

The Non-Departmental budget reflects the City's commitment to responsible financial stewardship, risk mitigation, and the strategic allocation of resources to support both operational needs and long-term fiscal resilience.

### Budgeted Expenditures by Function



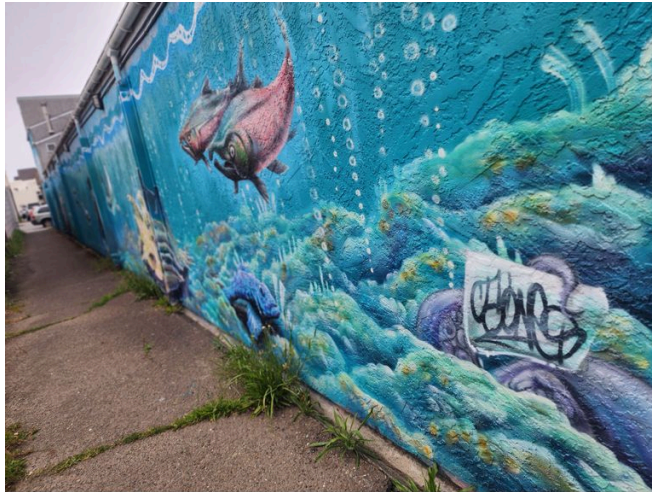
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expenditures					
General Government					
Non Departmental					
Benefits					
Retiree Medical Benefits	110-4190-0224	\$332,536	\$372,788	\$380,000	\$388,752
OPEB Funding	110-4190-0225	\$5,000	\$5,000	\$5,000	\$5,000
Workers Compensation Assess	110-4190-0233	\$0	\$36,015	\$30,000	\$36,000
Unemployment Insurance	110-4190-0251	\$7,203	\$9,214	\$7,571	\$8,000



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
PERS UAL Additional Payment	110-4190-0387	-\$150,000	\$0	\$150,000	\$150,000
Total Benefits:		\$194,739	\$423,017	\$572,571	\$587,752
Materials & Services					
Professional Services	110-4190-0319	\$39,396	\$57,247	\$45,518	\$45,518
Dues & Memberships	110-4190-0320	\$25,361	\$24,285	\$24,849	\$24,849
Emergency	110-4190-0351		\$0	\$15,000	\$20,000
Equipment Leases	110-4190-0355	\$31,514	\$45,611	\$30,000	\$40,000
Rentals - Equipment & Vehicles	110-4190-0356	\$5,017	\$7,300	\$7,300	\$7,300
Liability Premium	110-4190-0358	\$251,248	\$279,073	\$369,932	\$455,017
Liability Deductible	110-4190-0359	\$3,199	\$9,005	\$0	\$10,000
Property Premium	110-4190-0360	\$69,865	\$78,488	\$100,383	\$115,441
Telephone & Communication	110-4190-0362	\$18,414	\$24,010	\$18,000	\$20,000
Copying/Printing Bid Docs	110-4190-0365	\$883	\$1,487	\$6,700	\$7,500
Meetings/City Business	110-4190-0371	\$5,371	\$10,016	\$12,613	\$20,000
Postage	110-4190-0372	\$11,471	\$5,607	\$8,000	\$8,000
General Supplies	110-4190-0375	\$17,993	\$14,752	\$10,000	\$12,000
Finance Charges	110-4190-0380	-\$1,234	\$777	\$521	\$0
Utilities	110-4190-0383	\$78,713	\$94,345	\$85,050	\$90,000
Books & Subscriptions	110-4190-0384	\$45	\$94	\$45	\$100
Total Materials & Services:		\$557,253	\$652,097	\$733,911	\$875,724
Allocation to ISF					
Cost Allocation contra exp	110-4190-0802	-\$683,263	-\$836,374	-\$751,203	-\$751,203
Total Allocation to ISF:		-\$683,263	-\$836,374	-\$751,203	-\$751,203
Other Expenditures					
Bad Debt Sent to Collection	110-4190-0606	\$74	\$0	\$0	\$0
Miscellaneous	110-4190-0619	\$37,373	\$3,049	\$300	\$1,000
Total Other Expenditures:		\$37,447	\$3,049	\$300	\$1,000
Total Non Departmental:		\$106,176	\$241,788	\$555,579	\$713,273
Community Contributions					
Materials & Services					
Chamber of Commerce	110-4390-0621	\$0	\$4,000	\$2,000	\$2,000
PEG TV	110-4390-0623	\$0	\$0	\$46	\$0
Total Materials & Services:		\$0	\$4,000	\$2,046	\$2,000
Other Expenditures					
Miscellaneous	110-4390-0619	\$70,231	\$200,598	\$180,166	\$180,166
Total Other Expenditures:		\$70,231	\$200,598	\$180,166	\$180,166
Total Community Contributions:		\$70,231	\$204,598	\$182,212	\$182,166
Caspar Landfill & GF Debt					
Materials & Services					

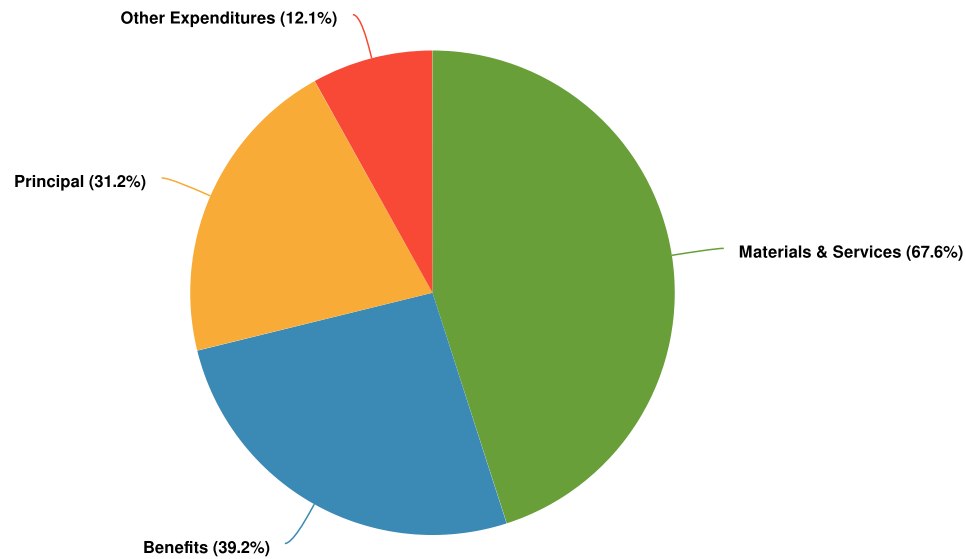


Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Professional Services	110-4915-0319	\$112,889	\$136,892	\$136,892	\$136,892
Total Materials & Services:		\$112,889	\$136,892	\$136,892	\$136,892
Other Expenditures					
Caspar Landfill Property Tax	110-4915-0607	\$566	\$569	\$600	\$600
Total Other Expenditures:		\$566	\$569	\$600	\$600
Principal					
Principal	110-4915-0911	\$3,425,000	\$0	\$0	\$0
Total Principal:		\$3,425,000	\$0	\$0	\$0
Total Caspar Landfill & GF Debt:		\$3,538,455	\$137,461	\$137,492	\$137,492
Debt					
Principal					
Principal	110-4916-0911	\$0	\$195,000	\$190,000	\$225,000
Interest	110-4916-0912	\$438,815	\$244,957	\$243,348	\$240,555
Fees	110-4916-0913	\$0	\$2,000	\$2,000	\$2,000
Total Principal:		\$438,815	\$441,957	\$435,348	\$467,555
Total Debt:		\$438,815	\$441,957	\$435,348	\$467,555
Total General Government:		\$4,153,678	\$1,025,804	\$1,310,632	\$1,500,486
Total Expenditures:		\$4,153,678	\$1,025,804	\$1,310,632	\$1,500,486



# Expenditures by Expense Type

## Budgeted Expenditures by Expense Type



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects					
Benefits					
Retiree Medical Benefits	110-4190-0224	\$332,535.95	\$372,787.76	\$380,000.00	\$388,752.00
OPEB Funding	110-4190-0225	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Workers Compensation Assess	110-4190-0233	\$0.00	\$36,015.00	\$30,000.00	\$36,000.00
Unemployment Insurance	110-4190-0251	\$7,203.14	\$9,214.01	\$7,571.18	\$8,000.00
PERS UAL Additional Payment	110-4190-0387	-\$150,000.00	\$0.00	\$150,000.00	\$150,000.00
Total Benefits:		\$194,739.09	\$423,016.77	\$572,571.18	\$587,752.00
Materials & Services					
Professional Services	110-4190-0319	\$39,396.20	\$57,246.59	\$45,517.50	\$45,517.50
Dues & Memberships	110-4190-0320	\$25,360.70	\$24,284.70	\$24,849.00	\$24,849.00
Emergency	110-4190-0351		\$0.00	\$15,000.00	\$20,000.00
Equipment Leases	110-4190-0355	\$31,513.70	\$45,610.75	\$30,000.00	\$40,000.00
Rentals - Equipment & Vehicles	110-4190-0356	\$5,016.52	\$7,300.00	\$7,300.00	\$7,300.00
Liability Premium	110-4190-0358	\$251,247.86	\$279,073.11	\$369,932.28	\$455,016.70
Liability Deductible	110-4190-0359	\$3,198.99	\$9,005.46	\$0.00	\$10,000.00
Property Premium	110-4190-0360	\$69,864.99	\$78,488.33	\$100,383.39	\$115,440.90
Telephone & Communication	110-4190-0362	\$18,413.77	\$24,010.21	\$18,000.00	\$20,000.00
Copying/Printing Bid Docs	110-4190-0365	\$882.67	\$1,486.83	\$6,700.00	\$7,500.00
Meetings/City Business	110-4190-0371	\$5,370.54	\$10,015.89	\$12,613.00	\$20,000.00
Postage	110-4190-0372	\$11,471.30	\$5,607.05	\$8,000.00	\$8,000.00
General Supplies	110-4190-0375	\$17,993.04	\$14,752.05	\$10,000.00	\$12,000.00





Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Finance Charges	110-4190-0380	-\$1,234.24	\$777.23	\$521.00	\$0.00
Utilities	110-4190-0383	\$78,712.64	\$94,344.95	\$85,050.00	\$90,000.00
Books & Subscriptions	110-4190-0384	\$44.58	\$93.60	\$45.00	\$100.00
Chamber of Commerce	110-4390-0621	\$0.00	\$4,000.00	\$2,000.00	\$2,000.00
PEG TV	110-4390-0623	\$0.00	\$0.00	\$46.34	\$0.00
Professional Services	110-4915-0319	\$112,889.16	\$136,892.30	\$136,892.30	\$136,892.30
Total Materials & Services:		\$670,142.42	\$792,989.05	\$872,849.81	\$1,014,616.40
Allocation to ISF					
Cost Allocation contra exp	110-4190-0802	-\$683,263.27	-\$836,374.31	-\$751,203.00	-\$751,203.00
Total Allocation to ISF:		-\$683,263.27	-\$836,374.31	-\$751,203.00	-\$751,203.00
Other Expenditures					
Bad Debt Sent to Collection	110-4190-0606	\$74.00	\$0.00	\$0.00	\$0.00
Miscellaneous	110-4190-0619	\$37,373.18	\$3,048.64	\$300.00	\$1,000.00
Miscellaneous	110-4390-0619	\$70,231.00	\$200,598.29	\$180,166.00	\$180,166.00
Caspar Landfill Property Tax	110-4915-0607	\$566.24	\$568.92	\$600.00	\$600.00
Total Other Expenditures:		\$108,244.42	\$204,215.85	\$181,066.00	\$181,766.00
Principal					
Principal	110-4915-0911	\$3,425,000.00	\$0.00	\$0.00	\$0.00
Principal	110-4916-0911	\$0.00	\$195,000.00	\$190,000.00	\$225,000.00
Interest	110-4916-0912	\$438,815.00	\$244,957.02	\$243,348.00	\$240,555.00
Fees	110-4916-0913	\$0.00	\$2,000.00	\$2,000.00	\$2,000.00
Total Principal:		\$3,863,815.00	\$441,957.02	\$435,348.00	\$467,555.00
Total Expense Objects:		\$4,153,677.66	\$1,025,804.38	\$1,310,631.99	\$1,500,486.40



# Public Safety - Police Department



**Neil Cervenka**  
Chief of Police

The Fort Bragg Police Department functions with two divisions consisting of an Administrative Division and a Patrol Division. The Administrative Division consists of the Chief of Police, one Administrative Analyst, one Administrative Assistant, and one Special Investigator. The Patrol Division is composed of one Captain, four Sergeants, ten patrol officers, and three Social Services Liaisons.

The Chief of Police serves as the liaison between the City Hall administration, City Council, and other state and local agencies, as well as acting as the head administrator of the Department.

The Administrative Division handles multiple tasks, including the Department's Evidence Room, lost and found property, and staff member's training files to ensure compliance with various oversight authorities, including the California Peace Officer Standards and Training regulations (POST) and the Department of Justice, as well as maintaining all records both generated and sent to the Department, while following the strict guidelines of maintaining and providing copies to the public upon record requests. The Administrative Division also handles and recovers revenue for the Department through fingerprinting services, stored vehicle releases, and the processing of parking citations. The Administrative Analyst handles the Human Resources duties of police personnel.

Under the Administrative Division, the Administrative Analyst and Assistant provide a variety of services to the public through both front office visits and phone calls. All written and electronic records are managed by this unit as well as Public Records Act requests, bills, requests for information, fingerprinting, sex registrants, and personnel files. The Administrative Division is also responsible for providing Livescan services. Currently, FBPD is the only publicly available Livescan service on the coast. Last year, over 1,200 customers used this service.

The Care Response Unit (CRU) grew over the past year to include three Social Services Liaisons, two part-time Grants Analysts, and one seasonal Emergency Weather Shelter Clerk. CRU has also expanded its service area south to Mendocino under a recent four-year grant. CRU provides a variety of innovative and evidence-based services to achieve its mission of reducing contacts between law enforcement and individuals experiencing mental health illness or substance-use disorders. This includes working directly with the Courts, District Attorney's Office, and Mendocino County Probation to successfully transition community members from the criminal justice system to appropriate treatment prior to them returning to our community.

CRU is routinely called upon to identify and implement creative solutions to a variety of social issues. One such innovative solution involved CRU spearheading the formation of a citywide Fentanyl Task Force to address the opioid crisis on the Mendocino coast. The Fentanyl Task Force consists of over twenty diverse community leaders and has made significant progress in educating the public and increasing access to substance-use treatment.

CRU also houses our Department's Project Right Now (PRN), which is focused on connecting struggling youth with available services related to substance use disorder and mental health illness. PRN continues to be one of the leading providers of Narcan training on the Mendocino Coast, and we are working on expanding the services we provide to our local schools with the goal of preventing substance-use disorders before they start. CRU's final major responsibility is operating the Extreme Weather Shelter (EWS) for the Mendocino coast. This year marked the third season that CRU has operated the shelter, and we were able to shelter more individuals than ever before. The EWS has repeatedly demonstrated its effectiveness through a reduction in police calls for service involving homeless individuals during the winter season.

The Patrol Division is divided into four defined 12-hour shifts of service, which, when fully staffed, are comprised of one Sergeant and two Patrol Officers. One other Patrol Officer is assigned to a "cover shift" for continuity in operations during shift changes and to allow Dayshift to catch up on reports. The Captain serves as Patrol Commander. The Patrol Division does not currently have a dedicated Detective for major crimes, requiring all Patrol members to remain proficient in all aspects of law enforcement investigations. Also, unlike larger agencies, Patrol officers here write and serve many search warrants. It should be noted the Patrol Division, during the last year, has been operating at only 70% staffing levels, due to injuries, vacancies, and officers-in-training.

This year, officers were sent to many trainings and schools in an effort to bring the Department back into compliance with POST, as a lack of training in the past put us in a deficit. Many officers attended advanced training so we could provide complete investigatory services to the public without reliance on other agencies. These trainings resulted in officers investigating very complex cases, often handled by assigned detectives in larger agencies. These investigations have resulted in arrests and successful prosecution of very serious crimes.

A School Resource Officer (SRO) was assigned full-time to the schools this year. This assignment has been filled off-and-on in the past several years. Sometimes by a light-duty officer, which was not in the best interest of the City or School District. FBUSD entered into an agreement with the City to reimburse up to 70% of the costs associated with assigning an officer full time to the schools. The current SRO will be in this assignment for two school years.



The Patrol Division Captain works as both the Division Commander and, in some cases, a relief Sergeant assisting in covering shift vacancies and normal patrol duties during times of increased calls for service. The Patrol Division Captain is responsible for preparing training plans for the Patrol Division and auditing all patrol activities to ensure compliance with state and local standards. In addition to Patrol, the Captain oversees the growing Social Services Unit and associated programs. The Captain is also the City's Emergency Manager and FBUSD's Emergency Manager, developing Emergency Operation Plans, conducting training and exercises, and developing disaster preparedness strategies. Finally, the Patrol Captain has written and managed several grants, creating successful programs and saving local taxpayers hundreds of thousands of dollars.

The Department's Wellness Program has become very effective. One of the main points is the Mind Health Checkup program, which mandates all PD employees to see a contracted psychologist twice per year for a checkup. Many of our staff have taken advantage of the two optional visits in addition to the two mandatory visits. Our psychologist provides general themes to the Chief about the wellness of the Department, so he can make better decisions for the staff. A Wellness Coordinator was appointed this year and is actively organizing our department's wellness programs. In addition to the PSMHC program, we have created a "Zen Den" for all staff to decompress after stressful calls with the massage chair, ocean sounds, awe-inspiring photos, and lavender diffuser. The final piece this year was the City providing free memberships for all City employees to the CV Starr Center, in which staff can attend to their physical wellbeing.

The Department provides public safety services 24-hours a day, seven-days a week, and prides itself on its dedicated approach to community policing and enhancing quality of life for the community. The Department handles all law enforcement investigations within their jurisdiction, ranging from animal control complaints to the reporting of traffic collisions. While the population of Fort Bragg is only roughly 7,000 people, being a notable service hub for the surrounding rural community combined with the bustling tourist economy means that the Department is often policing up to 30,000 people during the busy summer months.

## Strategic Goals

### Short term Goals (1-3 years)

- Retention and recruitment efforts to improve staffing **ON GOING**
- Establish volunteer programs - Explorers/VIPS **COMPLETED**
- Formal internal training program **COMPLETED**
- Enhance wellness and team building **COMPLETED**
- Upgrade existing facilities and technology **IN PROGRESS**

### Longterm Goals (3-10 years)

- Special assignments for growth – **SRO AND TASK FORCE**
- Robust succession planning – **LEADERSHIP DEVELOPMENT COURSES**
- Formal accreditation – **CPCA ACCREDITATION PROGRAM BEGINNING FALL 2025**
- Plan for new police department facility



## Organizational Chart

# FORT BRAGG POLICE DEPARTMENT



## Authorized FTE's

AUTHORIZED FTE	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Police Department	22	22	22	22	22	22	26	25	22	23



## FY 2024/25 Top Accomplishments

- Purchased new handguns and rifles with the latest technology for the safety of the community
- Hired and retained personnel
- Established full-time SRO program with FBUSD
- Increased low or no-cost training for all staff
- Substantially increased technology to assist officers
- Developed robust wellness program
- Increased the Care Response Unit
- Secured multi-year grant funding for Care Response Unit



## Performance / Workload Metrics

INDICATORS	FY 16	FY 17	FY 18	FY 19	FY 20	FY21	FY 22	FY 23	FY24	YTD FY25
PUBLIC SAFETY										
Incident Cases	-	-	1,505	3,624	4,271	3,481	4,103	4,575	3,856	2,505
Calls for Service	14,731	14,494	14,532	19,893	12,106	11,579	14,248	16,486	16,027	11,156
Crime Reports	1,487	1,534	1,554	1,320	1,268	1,131	1,147	1,059	921	666
Traffic Citations	813	918	941	648	508	362	392	364	342	277
Bookings	587	732	793	496	521	520	660	725	568	394
DUI	42	39	49	35	24	41	113	99	91	68
Traffic Accidents	183	147	145	145	141	152	139	103	115	84

## FY 2025/26 Top Priorities

- Develop Department 5-year Strategic Plan
- Develop staffing and structure
- Hire and retain personnel achieving full staffing
- Review of all processes and procedures seeking cost-efficient alternatives through the use of technology.
- Establish an annual “Community Academy” for community members to learn more about the Police Department and Government



## Expenditures by Expense Type

The Police Department's fund's expenditures have shown significant changes over the past few years. Salaries expenditures have seen steady increases, rising by 11% in 2024 to \$2,204,894, followed by a 13% increase in 2025 to \$2,480,946, and a projected 13% increase in the upcoming 2026 budget to \$2,812,458.

To improve supervision and reduce command-level burdens, the FY 2025–26 budget proposes the creation of a Patrol Commander position. This new role will oversee day-to-day police operations, including direct supervision of all sworn Sergeants, and ensure consistent leadership and accountability across all shifts.

The department is also adding a Task Force Officer position, which will focus on interagency coordination, drug enforcement, and emerging crime trends impacting the community. This position will enhance Fort Bragg's presence in regional law enforcement initiatives and intelligence sharing.

The budget maintains funding for the School Resource Officer (SRO), which increases the total number of sworn officers from 10 to 11. However, due to budget constraints, the 11th officer position remains frozen pending mid-year review. The Fort Bragg Unified School District continues to support 70% of the SRO's salary and benefits, with the remaining 30% funded by the City.

## Care Response and Community Support

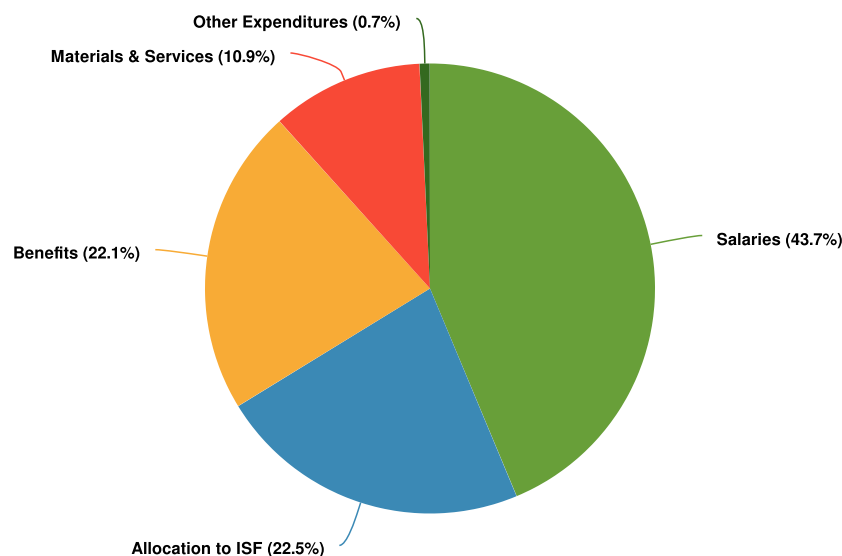
The Care Response Unit, comprising two Social Services Liaisons (SSLs), continues to play a vital role in addressing homelessness, mental health crises, and community outreach. While grant funding from the Youth Opioid Resistance Fund—which covered one SSL and a Success Coach—expired in April 2024, both SSL positions remain in place through continued grant support expected to last through the third quarter of FY 2025–26. The City is actively pursuing alternative funding to sustain these services long term. The budget also includes \$70,000 for operation of the Emergency Winter Shelter.

## Cost Containment and Efficiency Efforts

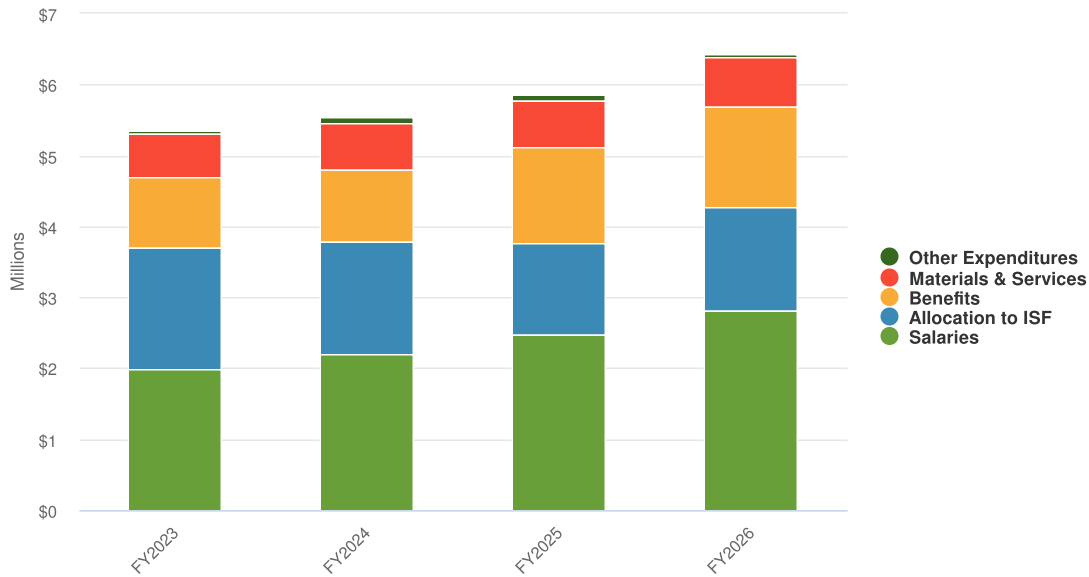
Salaries and benefits saw the largest cost increases due to the projected 4% COLA and a 13% rise in medical premiums. However, the department continues to reduce overtime costs, which have decreased from \$244,000 to \$126,000, due largely to staffing vacancies and operational adjustments. A part-time Transport Officer is being recruited to support jail transports, freeing up sworn officers for core policing duties.

Dispatch services, contracted through the City of Ukiah, are projected to increase by 5% year-over-year. These costs are offset by reductions in expenditures for general supplies, small tools, and equipment.

### Budgeted Expenditures by Expense Type



## Budgeted and Historical Expenditures by Expense Type



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects					
Salaries					
Police - Operations					
Salaries & Wages, Regular	110-4200-0101	\$1,550,299	\$1,622,028	\$1,725,305	\$2,071,753
Overtime	110-4200-0102	\$97,638	\$194,737	\$170,505	\$120,000
Comp Time Payout	110-4200-0103	\$36,770	\$82,966	\$48,879	\$40,000
Vacation Payout	110-4200-0104	\$12,801	\$13,894	\$423	\$5,000
Sick Leave Payout	110-4200-0105	\$7,074	\$3,281	\$0	\$0
Holiday Pay	110-4200-0106	\$81,790	\$75,954	\$83,926	\$109,130
Other Pay	110-4200-0109	\$102,904	\$56,840	\$72,767	\$106,288
Total Police - Operations:		\$1,889,276	\$2,049,699	\$2,101,805	\$2,452,172
Police - Support Services					
Salaries & Wages	110-4202-0101	\$84,300	\$142,254	\$196,755	\$345,750
Overtime	110-4202-0102	\$2,086	\$6,169	\$3,965	\$3,000
Other Pay	110-4202-0109	\$1,691	\$6,347	\$10,339	\$11,036
Misc Insurance Premium	110-4202-0210	\$211	\$425	\$1,619	\$500
Total Police - Support Services:		\$88,287	\$155,195	\$212,678	\$360,286
Total Salaries:		\$1,977,564	\$2,204,894	\$2,314,483	\$2,812,458
Benefits					
Police - Operations					
Misc Insurance Premiums & Fees	110-4200-0210	\$4,859	\$4,810	\$4,353	\$4,400
Medical Premium Contribution	110-4200-0211	\$296,895	\$299,245	\$295,754	\$357,338
Uniforms	110-4200-0212	\$17,807	\$16,643	\$19,026	\$20,701





Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Dental Premiums	110-4200-0213	\$16,761	\$15,253	\$18,892	\$19,348
Vision Care	110-4200-0214	\$4,444	\$3,786	\$4,240	\$4,150
Pers	110-4200-0220	\$334,782	\$270,172	\$407,017	\$504,934
Educational Reimbursement	110-4200-0221	\$0	\$54	\$696	\$0
Worker's Comp Premium	110-4200-0231	\$126,817	\$181,744	\$138,581	\$188,112
Worker's Comp Deductible	110-4200-0232	\$7,421	-\$5,069	\$0	\$0
FICA/Medicare	110-4200-0252	\$139,346	\$150,182	\$148,902	\$160,447
Total Police - Operations:		\$949,132	\$936,820	\$1,037,461	\$1,259,429
Police - Administration					
Worker's Comp Premium	110-4201-0231	\$0	\$5,869	\$5,869	\$5,869
Total Police - Administration:		\$0	\$5,869	\$5,869	\$5,869
Police - Support Services					
Comp Time Payout	110-4202-0103		\$0	\$500	\$500
Medical Premium Contributions	110-4202-0211	\$16,032	\$35,098	\$44,256	\$90,437
Dental Premiums	110-4202-0213	\$960	\$1,920	\$2,356	\$4,801
Vision Care	110-4202-0214	\$218	\$437	\$528	\$874
Pers	110-4202-0220	\$7,085	\$11,091	\$15,319	\$25,525
Workers Compensation	110-4202-0231	\$0	\$0	\$1,008	\$6,153
FICA/Medicare	110-4202-0252	\$6,720	\$11,765	\$16,397	\$27,112
Total Police - Support Services:		\$31,015	\$60,311	\$80,364	\$155,402
Total Benefits:		\$980,148	\$1,003,000	\$1,123,695	\$1,420,700
Materials & Services					
Police - Operations					
Laboratory	110-4200-0313	\$3,812	\$4,113	\$4,500	\$4,500
Animal Care & Control	110-4200-0314	\$32,593	\$31,500	\$35,700	\$30,000
Investigative Medical Serv	110-4200-0318	\$0	\$0	\$1,950	\$1,950
Professional Services	110-4200-0319	\$40,541	\$31,839	\$27,500	\$87,000
Dues & Memberships	110-4200-0320	\$2,528	\$2,229	\$3,000	\$4,000
Equipment Repair & Maint	110-4200-0351	\$218	-\$573	\$0	\$0
Rental-Equip & Vehicles	110-4200-0356	\$3,483	\$983	\$0	\$0
Rentals - Space	110-4200-0357	\$4,733	\$4,909	\$4,900	\$5,211
Telephone & Communication	110-4200-0362	\$26,783	\$20,364	\$23,000	\$23,000
Copying/Printing	110-4200-0365	\$2,967	\$1,892	\$2,800	\$2,800
Training/Travel Reimbursement	110-4200-0366	\$38,141	\$53,942	\$40,000	\$40,000
PD Recruit Training	110-4200-0367	\$0	\$16,962	\$17,500	\$10,000
Meetings/City Business	110-4200-0371	\$16	\$569	\$500	\$500
Postage	110-4200-0372	\$3,984	\$2,673	\$4,000	\$3,000
Evidence Supplies	110-4200-0374	\$1,367	\$1,325	\$1,000	\$1,000
General Supplies	110-4200-0375	\$13,048	\$6,260	\$1,000	\$1,000
Medical/Safety Supplies	110-4200-0376	\$4,413	\$3,051	\$2,500	\$2,500
Small Tools & Equipment	110-4200-0381	\$32,832	\$875	\$25,000	\$20,000
Utilities	110-4200-0383	\$10,011	\$6,914	\$7,500	\$7,500



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Books & Subscriptions	110-4200-0384	\$73	\$0	\$0	\$0
Dispatch Services	110-4200-0386	\$395,662	\$410,378	\$436,217	\$450,385
Towing	110-4200-0387		\$0	\$10,000	\$5,000
Range - Ammo	110-4200-0388		\$0	\$3,100	\$3,100
Range - Supplies	110-4200-0389		\$0	\$500	\$500
Total Police - Operations:		\$617,203	\$600,205	\$652,167	\$702,946
Police - Support Services					
Professional Services	110-4202-0319	\$8,243	\$60,108	\$984	\$500
Total Police - Support Services:		\$8,243	\$60,108	\$984	\$500
Total Materials & Services:		\$625,445	\$660,313	\$653,151	\$703,446
Allocation to ISF					
Police - Operations					
Fleet Services	110-4200-0322	\$293,366	\$204,383	\$170,000	\$204,383
Allocation to IT Service	110-4200-0396	\$233,053	\$260,381	\$178,416	\$178,416
Alloc to Facilities Maint	110-4200-0397	\$101,808	\$99,483	\$70,904	\$70,904
Overhead Allocation	110-4200-0800	\$1,099,753	\$1,018,951	\$1,018,951	\$1,018,951
Cost Allocation contra exp	110-4200-0802	\$707	\$5,300	-\$22,000	-\$22,000
Total Police - Operations:		\$1,728,687	\$1,588,497	\$1,416,271	\$1,450,654
Total Allocation to ISF:		\$1,728,687	\$1,588,497	\$1,416,271	\$1,450,654
Other Expenditures					
Police - Operations					
Social Services Liason Grant	110-4200-0379	\$299	\$0	\$0	\$0
Wellness	110-4200-0380	\$4,995	\$10,075	\$15,000	\$15,000
Miscellaneous	110-4200-0619	\$26,085	\$9,682	\$1,225	\$0
Total Police - Operations:		\$31,379	\$19,757	\$16,225	\$15,000
Police - Support Services					
Supplies - CRU	110-4202-0375	\$7,011	\$25,694	\$14,688	\$4,500
Grant Expenses	110-4202-0379	\$0	\$36,768	\$546	\$0
Emergency Winter Shelter	110-4202-0380	\$0	\$0	\$70,000	\$27,552
Total Police - Support Services:		\$7,011	\$62,463	\$85,235	\$32,052
Total Other Expenditures:		\$38,390	\$82,219	\$101,460	\$47,052
Total Expense Objects:		\$5,350,234	\$5,538,924	\$5,609,059	\$6,434,310



## Public Safety - Fire

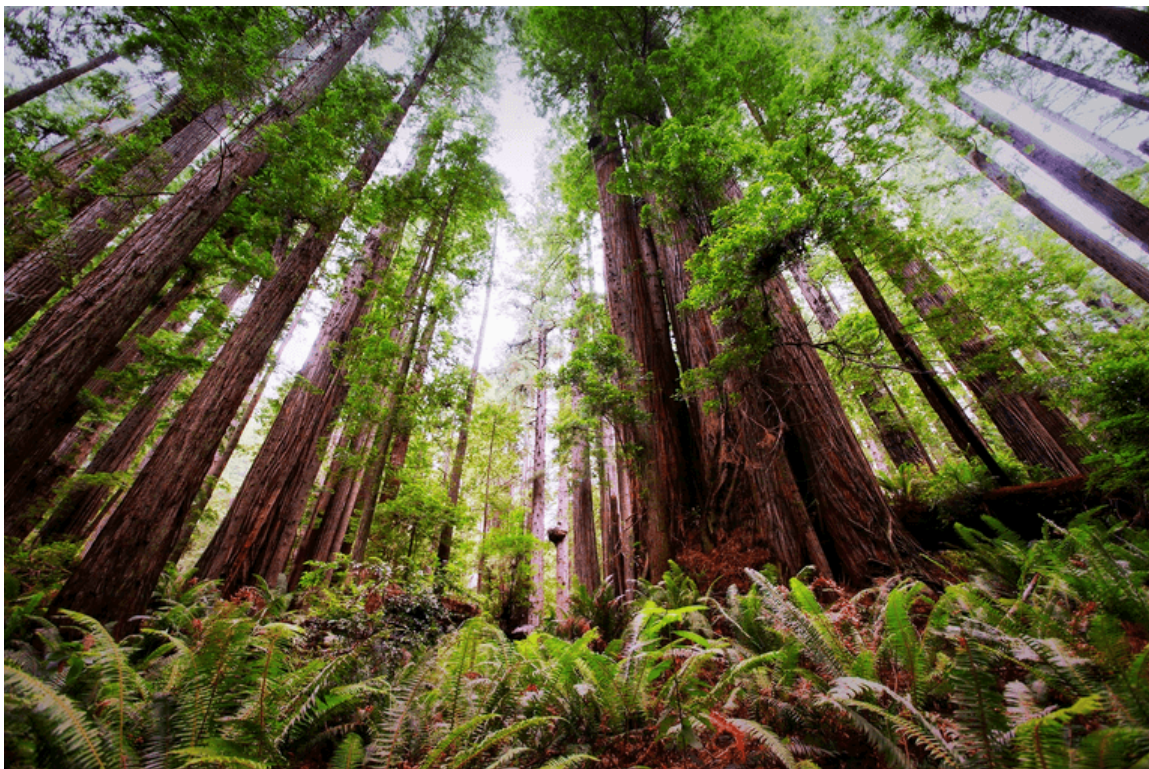


**Steve Orsi**  
Fire Chief

The City of Fort Bragg and the Fort Bragg Rural Fire Protection District (Rural Fire District) jointly provide fire services within their respective boundaries under a Joint Powers Agency (JPA) known as the Fort Bragg Fire Protection Authority (FBFPA). The JPA was formed in FY 1989/90. The FBFPA is a public entity that is separate and apart from both the City and the Rural Fire District. FBFPA has all of the powers relating to fire protection, fire suppression and emergency rescue authorized by law and has the power to contract for the purchase, lease or rental of whatever services or equipment it deems appropriate for its mission. Debts, liabilities, or other obligations of the FBFPA do not accrue to the two agencies that entered into the JPA.

The FBFPA's budget is approved by the FBFPA Board of Directors, the Fort Bragg City Council, and the Rural Fire District Board of Directors. Funding responsibility is shared by the City and the Rural Fire District with the breakdown of operating costs based on a three-year average call ratio. Typically, the City averages a higher percentage of calls and therefore pays a higher percentage of the FBFPA's budget.

The paid staff of the FBFPA is comprised of a Fire Chief, Fire Prevention Officer, Maintenance Engineer and Office Manager. The FBFPA has 29 volunteer firefighters who are also considered employees. Neither the Rural Fire District nor the City has employees whose job responsibilities include the provision of fire services.



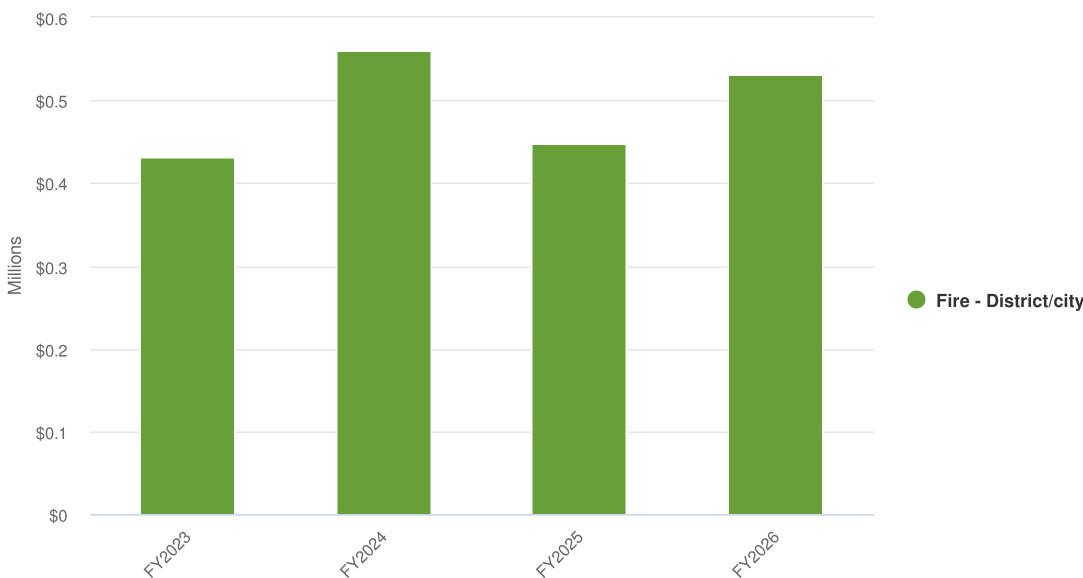
# Expenditures by Function

Expenditures for the Fire – District/City function within the Fire Department Fund have experienced notable fluctuations over the past few years. In FY 2024, expenditures increased by 30% to \$560,414, followed by a 20% decrease in FY 2025 to \$448,569. For the upcoming FY 2026 budget, expenditures are projected to rise by 18%, reaching \$531,526. This increase primarily reflects a 3% rise in pension and salary costs.

Additionally, the fire parcel tax expired in 2024, resulting in the loss of a key revenue stream that previously supported fire operations. To help sustain a well-equipped and responsive fire department, the proposed budget includes a \$54,000 transfer from the General Fund to the Fire Equipment Fund.

Looking ahead, City staff and the Fire Department plan to bring forward a proposal for City Council consideration in 2026 to place a new parcel tax on the ballot. This would help ensure a stable and dedicated funding source for fire services in future years.

## Budgeted and Historical Expenditures by Function



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expenditures					
Public Safety					
Fire - District/city					
Pers	110-4220-0220	\$14,042.03	\$13,774.00	\$15,359.00	\$16,820.00
Professional Services	110-4220-0319	\$416,713.04	\$546,639.75	\$448,511.00	\$514,706.00
Total Fire - District/city:		\$430,755.07	\$560,413.75	\$463,870.00	\$531,526.00
Total Public Safety:		\$430,755.07	\$560,413.75	\$463,870.00	\$531,526.00
Total Expenditures:		\$430,755.07	\$560,413.75	\$463,870.00	\$531,526.00



# Fort Bragg Tourism Marketing & Promotions



*Promote Fort Bragg's vibrant tourism economy; strengthen the Fort Bragg tourism experience; and increase Transient Occupancy Tax and Sales tax revenues.*

The City Manager's Office oversees the implementation of Fort Bragg's Visit Fort Bragg/Marketing & Promotion Plan, which is funded from the increased Transient Occupancy Tax (TOT) revenues per Measures AA and AB. The Marketing & Promotion Plan includes the following primary tasks which have been undertaken through contracts with consultants and partner agencies:

- Branding
- Advertising
- Public Relations & Media Outreach
- Website Development
- Interactive & Social Media Marketing
- Collateral & Visitor Information
- Content Development (word/photo/video)
- Creative Support Visit Fort Bragg Committee Special Events

## FY 2024/25 Top Accomplishments

1. **Strategic Plan Refinement** - A fully revised Integrated Communications Strategy was developed to drive all destination market efforts for the City of Fort Bragg, including a new Strategic Positioning Concept and refined Communications Goals & Priorities.
2. **KPI-Driven Strategic Initiatives** - Programs were initiated to provide additional, quantifiable analytics of communications efforts through Quantifiable Conversion Analytics, Follower Value, and Hotel Room Bookings.
3. **Next-Level Local Events** - Two new major “destination-worthy” events were conceived and moved into the planning stages
  - A strategic and creative refresh was done to the website.
  - Introduction of “Wander” creative direction, promoting Fort Bragg as a “hub” or “stepping off point” for activities on the North Coast. The strategy aims to maintain Fort Bragg visitation and merchant support while increasing awareness of lodging opportunities.
  - Introduction of Original Search-Optimized Content.
  - Multiple “listicle-style” online articles were created in a “listicle” or “top 10” style that is highly favored by search engine algorithms. (ex: [24 Hours](#), [Winter Wonderland](#), [Dog Friendly](#), [Company Store](#), [Hiking/Biking](#)).
  - Increased Hotelier Engagement & Promotions.
  - [Room With A Brew](#) – New promotion offering hotel vouchers for local beer during Brew Fest during the shoulder season.
  - [Winter Visit](#) – New promotion offering hotel discounts during the shoulder season.
  - [Whale Fest](#) – Multiple events over one weekend with seasonal whale watching promoted
  - Bi-Annual Hotel Mixers – Two events gathered and encouraged lodging partner participation.
  - Increased Merchant Support.
  - Fall and Summer [Events Calendars](#) – Updated and featured in outbound communications.
  - [Gift Shopping](#) – A new landing page created to showcase gifts and categorize stores.
  - Major Event Progress and Planning – Core objectives: increase visitation and engage younger audiences.
  - Fort Bragg Bike Race – Bike Monkey, an accomplished bike race production company, has been engaged, and a local Fort Bragg Bike Race Working Group has been formed to develop a route and logistics for a major bike race centered in Fort Bragg. Key factors for success include a downtown Fort Bragg start and finish line and a coastal section of the route. Route planning is ongoing, with an estimated inaugural race to occur in the fall of 2026.
  - Fort Bragg Music Festival – Explorations are ongoing in the development of a major multi-day music festival held at the city-owned property off Highway 20. Discussions with a music production and promotion company are ongoing, with a festival date to be determined based on venue availability.
  - The Fort Bragg Blues Festival is an original blues music festival that was launched in May 2025. In collaboration with a local event planner, the festival featured branding, a website, promotional materials, and support from The Idea Cooperative. The weekend-long event was highly successful, with nearly all tickets sold and a significant number of visitors drawn to Fort Bragg for the occasion.
  - Established Summer & Winter Season Event promotions on the website and downtown banner to increase awareness and visitation for events.
  - Continued creation and promotion of multiple art and cultural features and stories highlighting local merchants.
  - Vendor and visitor participation at Magic Market has surged by an impressive 80% compared to the previous year, showcasing the growing appeal and opportunities available at this event.

### Key Performance Indicators:

Organic Digital Engagement (July 2024 to June 2025)

- eNewsletter (July 2024 to June 2024) – 7,400 to over 9,000 subscribers
- Instagram – 24,700 followers
- Facebook – 69,000 followers

Paid Media – Online Shoulder Season Promotions

- 405,000 Impressions
- 6,510 Site Clicks





Winter Site Traffic – January > March

- 17,000 – 2022
- 22,000 – 2023
- 27,000 – 2024
- 29,000 – 2025

Annual Site Traffic (June > May)

- 62,300 – 2021 > 22
- 68,400 – 2022 > 23
- 94,000 – 2023 > 24
- 103,000 – 2024 > 25



## FY 2025/26 Top Priorities

The primary objectives and priorities for the Visit Fort Bragg campaign moving into the 2025 summer season are to:

- Continue working from the revised 2024-2025 Integrated Communications Strategy, building on early successes and learnings gathered about how programs and promotions can be improved.
- Set a first-month Strategic Evaluation to confirm continued promotions and revised KPIs for the coming year.
- Maintain and expand the refined Visit Fort Bragg creative direction, continuing promotions around the Wander theme, adding relevance and meaning to the concept with core audiences.
- Keep current promotional calendar structure (with the return of Fort Bragg Photo Contest), building on learning from both previously established and new promotions to increase participation and effectiveness.
- Set specific KPIs to show tangible performance improvement for all promotions.
- Maintain an online search optimized content strategy, with new content created for the Visit Fort Bragg website and outbound communications tied to increases in site traffic.
- Maintain Shoulder Season Prioritization, using the bulk of promotional resources to drive measurable visitation during traditionally slow periods.
- Maintained momentum and worked towards finalized dates for the two major, tourist attracting events: Fort Bragg Bike Race and Fort Bragg Music Festival, with a goal of having the Music Festival take place in Spring 2026 and the Bike Race scheduled for fall of 2026.
- Continue to focus on lodging communities with promotions tied directly to measurable impact for local hotels.
- Maintain merchant support with ongoing content and promotions, driving customers to local businesses.
- Continue to focus on younger audiences in all communications and promotions. Develop specific KPIs to track age demographics.
- Promote and nurture Fort Bragg's role in a regional Blue Economy initiative through targeted campaigns focusing on the marine environment, sustainability, and technology.





## Expenditure Summary

In 2016, voters approved Measure AA, which increased the City's Transient Occupancy Tax (TOT) from 10% to 12%. A companion advisory measure, Measure AB, designated one percent of TOT collections specifically for marketing Fort Bragg as a premier visitor destination. This focused marketing strategy has contributed to consistent year-over-year growth in TOT revenue since 2017.

For FY 2026, the Marketing and Promotions Budget is proposed at \$305,000, representing a 17% increase from the prior year, primarily driven by expanded funding for community events. This investment reflects the City's ongoing commitment to enhancing the visitor experience and strengthening Fort Bragg's tourism sector.

A key priority for the upcoming fiscal year is increased collaboration with the Visit Fort Bragg Committee to co-sponsor signature events that drive visitation, particularly during the shoulder seasons. The adopted budget allocates \$90,000 to support events such as the enchanting Winter Wonderland, a new Mountain Bike Event pilot, the Blues Festival, and other attractions that showcase the unique charm and vitality of our community while supporting local businesses.

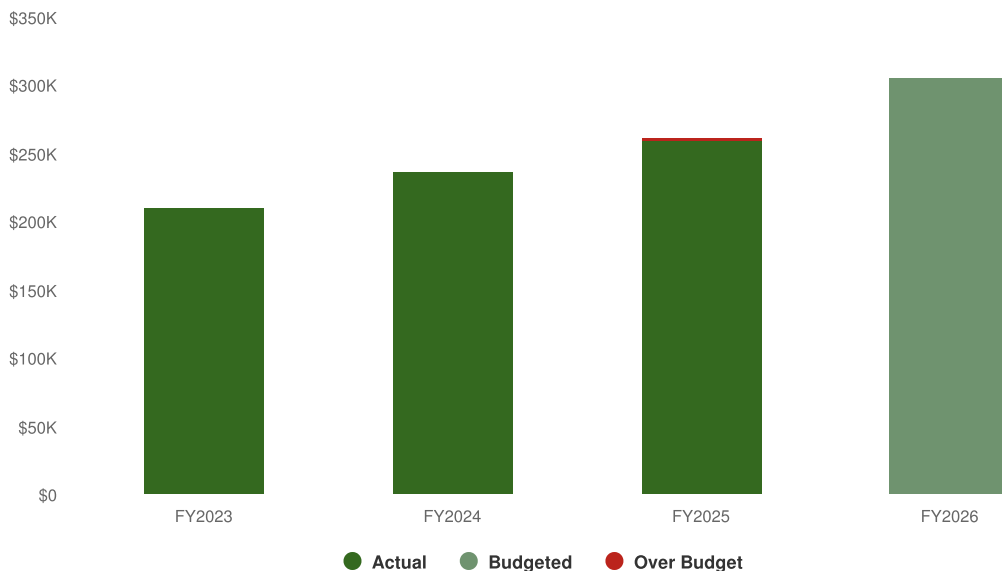
The 2025 Blues Festival proved to be a success, generating \$42,000 in ticket sales. After accounting for expenses, the event netted approximately \$16,000. These proceeds have been included in the FY 2025 revenue projections and will help fund an expanded Blues Festival in 2026.

Additionally, \$180,000 is allocated for professional services to sustain and expand the City's marketing efforts. A Request for Proposals (RFP) for a marketing firm was issued in June 2024 and closed in September 2024, ensuring that the City partners with top-tier expertise to effectively promote Fort Bragg as a destination of choice.

Through these initiatives, we look forward to welcoming more visitors to our beautiful city, delivering memorable experiences, and driving continued support for our local economy.

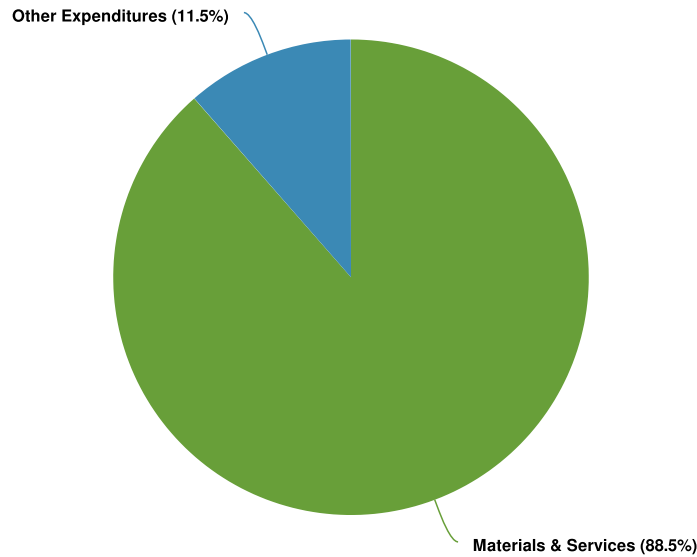
**\$305,500** **\$45,350**  
(17.43% vs. prior year)

### Tourism Marketing and Promotion Proposed and Historical Budget vs. Actual



# Expenditures by Expense Type

## Budgeted Expenditures by Expense Type



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects						
Materials & Services						
Professional Services	110-4321-0319	\$187,407	\$191,808	\$195,032	\$180,000	\$180,000
Dues & Memberships	110-4321-0320	\$150	\$150	\$150	\$0	\$0
Training/Travel Reimbursement	110-4321-0366	\$0	\$0	\$10	\$0	\$0
Meetings/Marketing & Promotion	110-4321-0371	\$977	\$500	\$205	\$500	\$500
Events	110-4321-0382	\$0	\$25,000	\$19,916	\$45,000	\$90,000
Books & Subscription	110-4321-0384	\$0	\$0	\$0	\$931	\$0
Total Materials & Services:		\$188,534	\$217,458	\$215,312	\$226,431	\$270,500
Other Expenditures						
Fireworks	110-4321-0619	\$21,696	\$35,000	\$21,865	\$35,000	\$35,000
Total Other Expenditures:		\$21,696	\$35,000	\$21,865	\$35,000	\$35,000
Total Expense Objects:		\$210,230	\$252,458	\$237,178	\$261,431	\$305,500



# Planning, Housing & Building



**John Smith**

Acting Community Development Director

*Support the sustainable development of a vibrant economy, an attractive and functional built environment, and top-notch public and private development projects by providing exemplary:*

- (i) Long-range planning;*
- (ii) Current project permitting;*
- (iii) Housing & economic development;*
- (iv) Grant writing.*

The Community Development Department is currently comprised of three staff positions: an Assistant Planner, an Administrative Assistant, and a Code Enforcement Officer that assists with planning and building tasks. Staffing is supplemented with the use of consultants as needed. The Community Development Department serves the community by planning for Fort Bragg's future, facilitating housing, guiding and regulating development, and coordinating with the Economic Development and Public Works departments to plan and implement City projects. The Department's work spans a wide range of activities, including:

- **Long-Range Planning:** The Department engages the community, Planning Commission and Council to prepare and implement long-range planning projects such as: Rezoning and LCP Amendments, Formula ordinance and land use code updates, and other projects.
- **Special Projects:** The Department seeks funding for, and oversees the planning and design process, permitting and environmental review, and engineering and construction management for special projects such as the Fort Bragg Coastal Trail and other projects.
- **Current Planning:** The Department works with developers, business owners, and property owners to ensure that new development proposals comply with the City's planning and zoning regulations, through our permitting process.
- **Permitting:** CDD processes and approves all building, sign and Limited Term Permits.

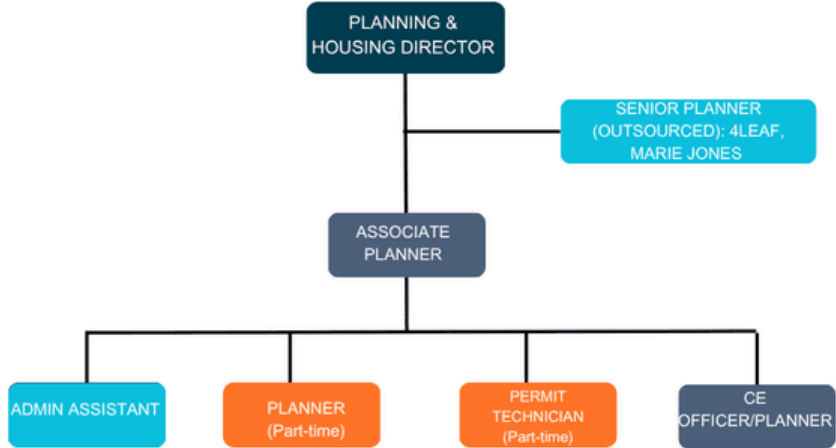
## Strategic Goals and Objectives

- Continue to work on the implementation of the Housing Element through code modifications in the inland and coastal zones.
- Implement methods and technologies to enable streamlining and simplification of building and planning permit processing.
- Process all permits in a timely manner and with exceptional customer service.
- Seek grants for priority City projects and activities.
- Continue to undertake and implement new City projects.
- Continue to coordinate with new Economic Development Department to provide more robust developer support
- Continue to undertake and implement new City projects.



## Organizational Chart

### PLANNING, HOUSING & BUILDING DEPARTMENT



### Authorized FTE's

AUTHORIZED FTE	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25
CDD Department	4.3	4.8	4.8	3	3.5	4	4	3	3.5	4



## FY 2024/25 Top Accomplishments

- 111 Entitlements were approved including those for a Minor Subdivision, two Cannabis Business Permits, a Multifamily Residential project, and preliminary approvals of a new marine mammal warehouse and workshop.
- 7 Accessory Dwelling Unit Building Permit applications were processed and approved.
- 12 Solar installation applications were approved.
- 35 Limited Term Permits were approved.
- Ordinance amendments adopted including: Outdoor Dining, Accessory Dwelling Units, Urban Lot Splits, Planned Unit Development, Tiny Homes, Tiny Home & Manufactured Home Communities.
- Planning approval of a 49 unit low income, senior housing multifamily development project.
- Initiated pursuit of HCD's Pro-Housing designation through parking reduction and simplified design review for multifamily housing.
- Central Business District Parking Strategy adopted, ILUDC ordinance amendments adopted and CLUDC ordinance underway.
- Substantial configuration of new permitting software to enable on-line permit applications and improved efficiency.



## Performance Workload Measures

INDICATORS	2021	2022	2023	2024	CHANGE
Development Permits (Coastal Development Permits, Use Permits, Design Review, Limited Term Permits, Subdivisions, etc.)	63	83	117	111	-5%
CEQA Documents (EIRs, MNDs, NDs)	1	2	1	1	0%
Building Permits	146	136	172	145	+16%
Legislative Activity	4	4	7	12	+75%
Draft Work/On-Going Tasks	2	1	1	4	+300%
Grants	3	1	14	0*	-100%
Business Licenses-New Awarded	92	90	146	96	-34%
Sign Permits	20	10	20	20	0%
No. Planning Commission	23	21	10**	24	+140%
No. Planning Resolutions	12	30	10	26	+160%
No. CDC Staff Reports	10	12	13	15	+15%
Address Listings	6	8	9	18	+100%

*Performance/Workload Measures by Calendar Year*

\*Grants decreased dramatically as a result of the Grants Coordinator position being moved from Community Development to the Economic Development Department at the beginning of the year.





## FY 2025/26 Top Priorities

- Stabilize and strengthen the Community Development Department through effective training programs and full staffing levels.
- Continue pursuit of HCD's Pro-Housing Designation
- Streamline the Limited term permit process
- Build the department from within.
- Eliminate the Minor Use Permit and Administrative Design and Review Permit Process.
- Launch Acella Software to streamline permitting process
- One-Stop Shop: On-Board 4Leaf for Building Inspection and Plan Checks to create efficiency (14 day turnaround)
- Coordinate with the City Manager to launch the Community Land Trust.
- Hire a Planning and Housing Director
- Continue to work toward housing goal and implementation of the 2019 Housing Element,
- Seek grants for priority City projects and activities.
- Continue to undertake and implement new City projects.
- Submit a Local Coastal Plan Amendment Application to the Coastal Commission to bring the Coastal Land Use and Development Code in line with the updates made to the Inland Land Use and Development Code.
- Roll out implementation of new permitting software to intake and track building and planning permits and enable on-line application submissions.
- Process development, building and sign permits efficiently and with exceptional customer service.
- Enhance communication with the public regarding permit processes and application requirements through updated brochures and other media.



# Expenditures Summary

## Community Development (Planning Department)

The FY 2025–26 Budget for the Community Development Department is \$636,000, a \$73,000 increase from the prior year. This reflects restructuring efforts and investments to improve permitting efficiency and address a leadership vacancy.

Current staffing includes an Associate Planner, part-time Planner, Permit Technician, and a Code Enforcement Officer who also supports planning. Following an unsuccessful recruitment for a Planning and Housing Director, the City will continue recruitment in FY 2025–26. In the interim, the City Manager will provide departmental leadership, supported by contracted services from Marie Jones Consulting and 4Leaf, with \$130,000 allocated for professional services.

The City will launch the Acella permitting platform in July to streamline processing, improve transparency, and reduce staff workload. Building inspections and plan checks will also be fully outsourced to reduce reliance on the County of Mendocino and improve service delivery.

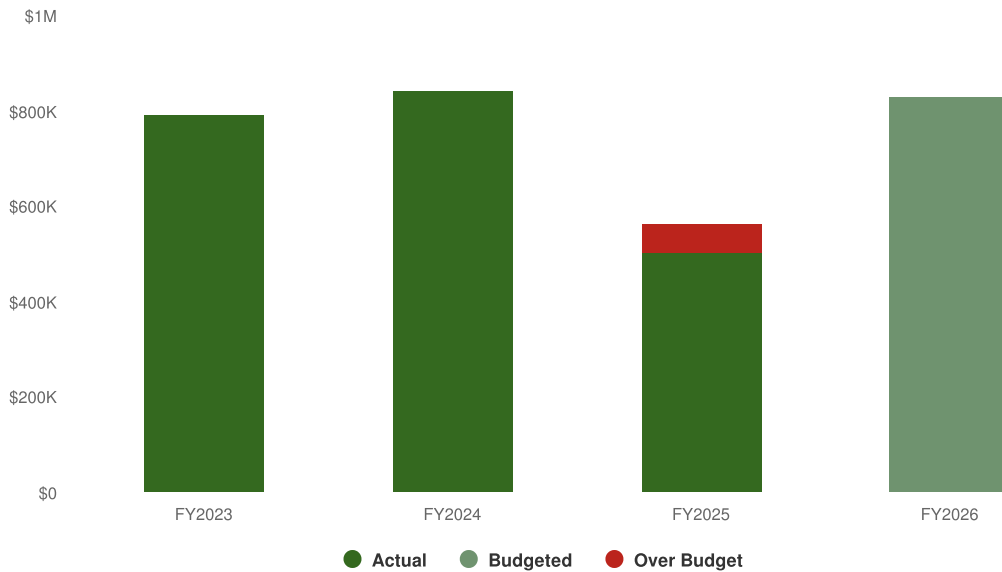
The City is evaluating long-term options for building inspections, including hiring a part-time inspector, renegotiating with the County, or adopting an alternative service model—all aimed at expediting permit timelines and reducing costs for applicants.

A major priority for the year is implementing integrated planning and building software in coordination with Public Works and the City Manager's Office. With grant funding, the City aims to create an online portal that simplifies applications, enables real-time tracking, increases transparency, and enhances the user experience.

These efforts are designed to transform the Planning Department into a streamlined, business-friendly, one-stop resource that supports sustainable development and delivers on the City Council's vision for a thriving Fort Bragg.

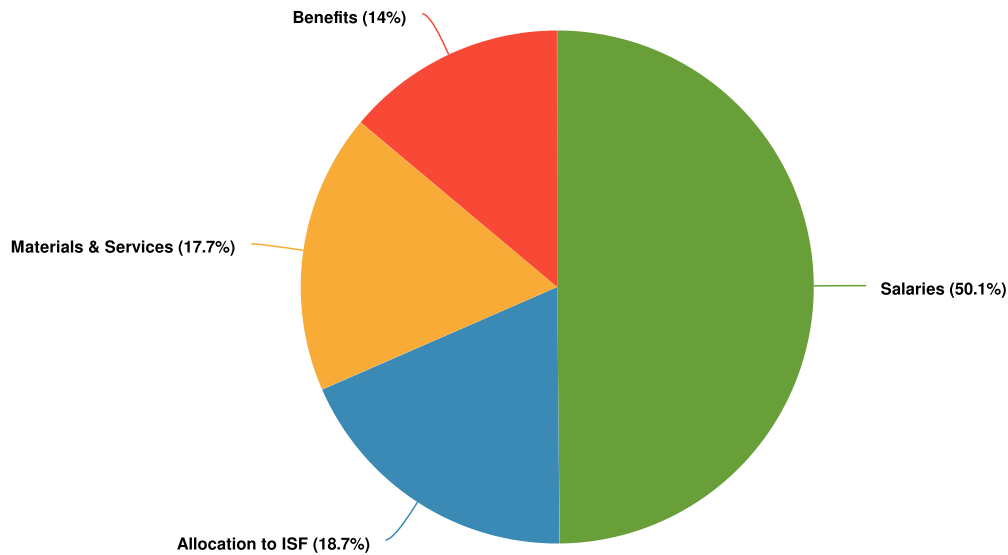
**\$830,758** **\$326,996**  
(64.91% vs. prior year)

## Community Development Department Proposed and Historical Budget vs. Actual



# Expenditures by Expense Type

## Budgeted Expenditures by Expense Type



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects					
Salaries					
Salaries & Wages, Regular	110-4320-0101	\$283,282	\$268,424	\$227,692	\$405,754
Overtime	110-4320-0102	\$1,573	\$711	\$1,093	\$6,386
Comp Time Payout	110-4320-0103	\$530	\$1,945	\$4,096	\$3,070
Vacation Payout	110-4320-0104	\$9,922	\$3,672	\$3,513	\$0
Sick Leave Payout	110-4320-0105	\$1,658	\$0	\$0	\$0
Other Pay	110-4320-0109	\$1,000	\$80	\$254	\$600
Total Salaries:		\$297,965	\$274,833	\$236,648	\$415,811
Benefits					
Misc Insurance Premiums & Fees	110-4320-0210	\$768	\$933	\$687	\$1,000
Medical Premium Contribution	110-4320-0211	\$31,903	\$42,913	\$21,161	\$34,085
Dental Premiums	110-4320-0213	\$1,199	\$1,931	\$1,516	\$2,991
Vision Care	110-4320-0214	\$476	\$546	\$405	\$1,092
Pers	110-4320-0220	\$21,577	\$21,460	\$16,498	\$36,082
Worker's Comp Premium	110-4320-0231	\$4,804	\$5,462	\$2,147	\$8,423
FICA/Medicare	110-4320-0252	\$22,039	\$20,501	\$18,878	\$32,268
Total Benefits:		\$82,765	\$93,746	\$61,291	\$115,941
Materials & Services					
Professional Services	110-4320-0319	\$34,585	\$38,292	\$87,018	\$130,000
Dues & Memberships	110-4320-0320	\$0	\$0	\$500	\$500



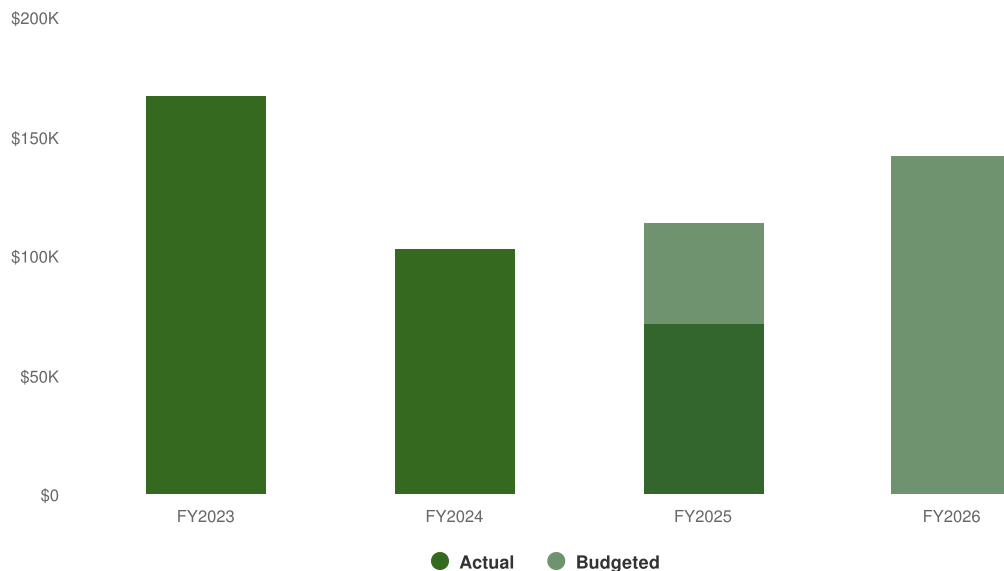


Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Legal Notices	110-4320-0364	\$1,823	\$8,551	\$8,000	\$10,000
Training/Travel Reimbursement	110-4320-0366	\$1,881	\$9,921	\$15,186	\$5,000
Meetings/City Business	110-4320-0371	\$109	\$321	\$500	\$500
Small Tools & Equipment	110-4320-0381	\$1,660	\$1,001	\$1,000	\$1,000
Books & Subscriptions	110-4320-0384	\$140	\$0	\$0	\$0
Total Materials & Services:		\$40,198	\$58,086	\$112,204	\$147,000
Allocation to ISF					
Allocation to IT IS	110-4320-0396	\$37,289	\$41,661	\$26,745	\$26,745
Alloc to Facilities Maint	110-4320-0397	\$8,957	\$8,753	\$8,957	\$8,957
Overhead Allocation	110-4320-0800	\$405,108	\$304,190	\$336,668	\$336,668
Cost Allocation contra exp	110-4320-0802	-\$217,101	-\$42,712	-\$217,101	-\$217,101
Total Allocation to ISF:		\$234,253	\$311,891	\$155,269	\$155,269
Allocated Personnel Costs					
Salary/Benefits Allocation	110-4320-0801	\$136,427	\$102,673	-\$3,263	-\$3,263
Total Allocated Personnel Costs:		\$136,427	\$102,673	-\$3,263	-\$3,263
Total Expense Objects:		\$791,608	\$841,228	\$562,148	\$830,758

## Revenues Summary

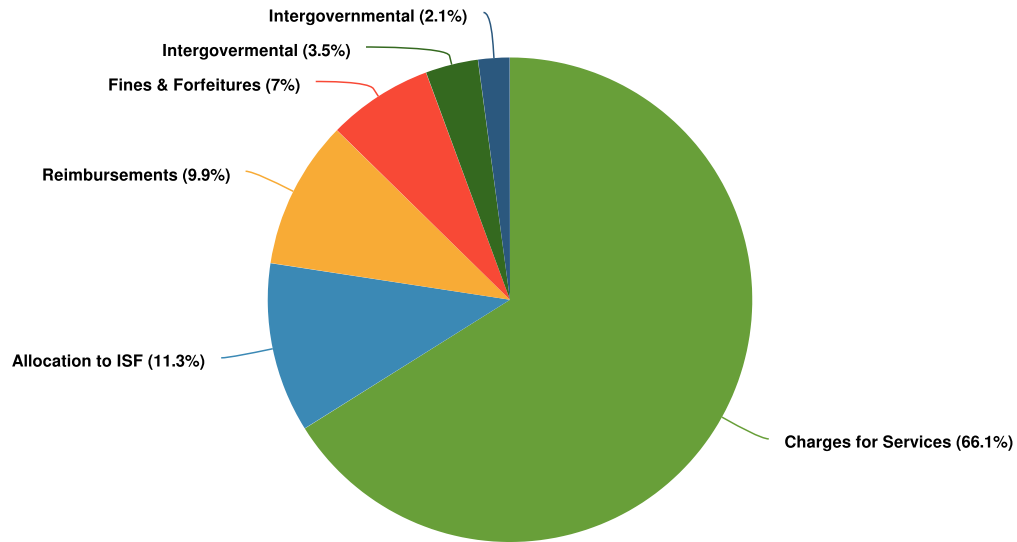
**\$142,213** **\$28,100**  
(24.62% vs. prior year)

### Community Development Department Proposed and Historical Budget vs. Actual



# Revenues by Source

## Projected 2026 Revenues by Source



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue Source						
Reimbursements						
City Exp Reimb - DDA	110-4320-3415	\$25,854.34	\$30,000.00	\$8,018.86	\$7,000.00	\$10,000.00
Interfund Reimb - CDD	110-4320-3497	\$394.90	\$5,000.00	\$304.80	\$0.00	\$0.00
Personnel Cost Allocations	110-4320-3499	\$4,113.30	\$10,830.71	\$1,962.78	\$4,113.30	\$4,113.30
Total Reimbursements:		\$30,362.54	\$45,830.71	\$10,286.44	\$11,113.30	\$14,113.30
Intergovernmental						
Grant Staff Time Reimb	110-4320-3318	\$89,713.65	\$228,670.50	\$49,663.12	\$1,000.00	\$3,000.00
Total Intergovernmental:		\$89,713.65	\$228,670.50	\$49,663.12	\$1,000.00	\$3,000.00
Charges for Services						
Const & Demo Ord. Fee	110-4320-3424	\$1,945.00	\$2,121.00	\$2,065.00	\$1,320.00	\$3,000.00
Community Dev Fees	110-4320-3734	\$26,800.00	\$20,000.00	\$25,669.00	\$26,000.00	\$31,000.00
Plan Checks/Building Inspections	110-4320-3736				\$0.00	\$60,000.00
Total Charges for Services:		\$28,745.00	\$22,121.00	\$27,734.00	\$27,320.00	\$94,000.00
Fines & Forfeitures						



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Code Enforcement Fees	110-4320-3735	\$1,163.00	\$5,000.00	\$928.10	\$21,685.25	\$10,000.00
Total Fines & Forfeitures:		\$1,163.00	\$5,000.00	\$928.10	\$21,685.25	\$10,000.00
Allocation to ISF						
Business License Surcharge	110-4320-3702	\$3,085.68	\$3,193.00	\$2,722.28	\$2,000.00	\$2,500.00
Sign Application	110-4320-3715	\$35.00	\$100.00	\$190.00	\$0.00	\$200.00
Grading Permits	110-4320-3732	\$1,585.00	\$1,000.00	\$1,580.00	\$1,300.00	\$1,400.00
Building Permit Surcharge	110-4320-3733	\$12,336.00	\$15,000.00	\$10,067.00	\$7,000.00	\$12,000.00
Total Allocation to ISF:		\$17,041.68	\$19,293.00	\$14,559.28	\$10,300.00	\$16,100.00
Intergovernmental						
Intergov Reimbursements	110-4320-3205	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
Total Intergovernmental:		\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
Total Revenue Source:		\$167,025.87	\$320,915.21	\$103,170.94	\$71,418.55	\$142,213.30



# Public Works Department



**John Smith**  
Public Works Director

**MISSION STATEMENT:** *Provide, operate and maintain essential public infrastructure, facilities and services to make everyday life as safe and convenient as possible for Fort Bragg residents, businesses, and visitors. The basic services provided by the Public Works Department include mapping, capital project implementations, inspection, and management, City-owned facility and park maintenance, infrastructure and street maintenance and repair, traffic signage, water intake, treatment and distribution, implementation of SB1383 – organic food waste diversion requirements of Cal/recycle, implementation of the National Pollution Prevention Discharge Elimination Systems Permitting (NPDES) for storm water runoff management, and wastewater collection, treatment and discharge*

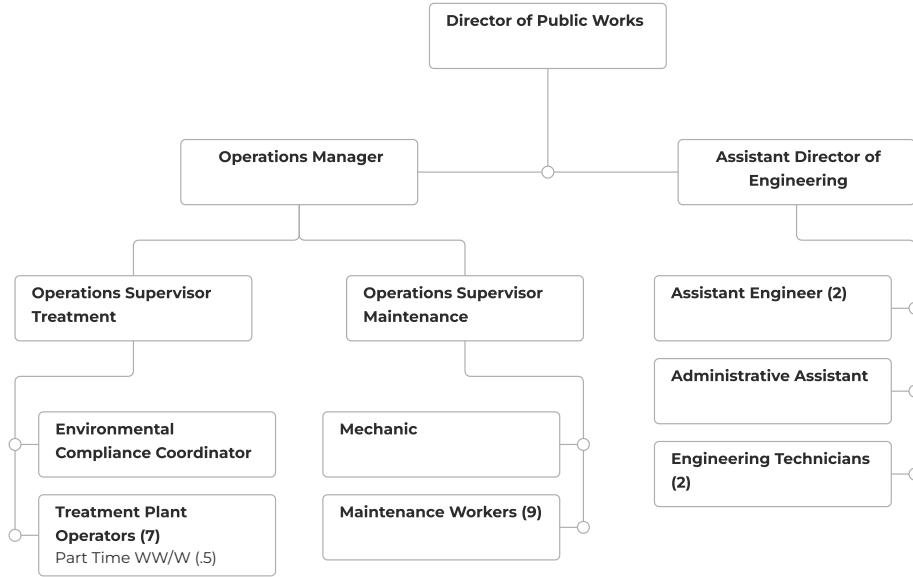
The Public Works Department is organized in six divisions - Administration/Engineering, Corporation Yard & Fleet, Street Maintenance, Water Enterprise, and Wastewater Enterprise. The Administration/Engineering Division provides administrative support, fiscal management, and engineering services to the Public Works Department. It is also responsible for the implementation of the City's Capital Improvement Program and works closely with various regulatory agencies to maintain permit compliance. The Corporation Yard & Fleet Division is responsible for maintenance of city streets including painted curbs, crosswalks, and signage; maintenance and repairs of the City's wastewater collection lines, storm drains, water distribution system, utility meters, and, fire hydrants. The Public Works crew also responds to sewage overflows and water service line leaks. Fleet is responsible for the maintenance of all City vehicles, heavy equipment, and other large pieces of equipment owned by the City. The Public Works field crew also provides support for many civic and community events. Water and Wastewater Enterprises are operated as separate funds and are presented in separate sections of this budget. In the past year, housing and environmental review capabilities have been added to further strengthen the Department's skills base.

## Strategic Goals and Objectives

- Provide coordinated oversight and management of six divisions within the Public Works Department.
- Ensure that employees are given essential safety training and job-skills training. Provide employees with adequate resources to safely and effectively complete their work.
- Implement employee policies and procedures in accordance with all federal, State, and local rules and regulations.
- Perform necessary physical and operational activities at each City-owned facility and City infrastructure to stay current with constantly evolving regulatory requirements.
- Directly or through the use of consultants, manage and inspect the City's capital projects to ensure the quality of workmanship, timeliness, and conformance with plans and technical specifications, and budgetary constraints.
- Pursue additional grants and revenue sources, strive for cost-efficiencies, and reduce costs to the General Fund and Enterprise Funds.
- Strive for energy efficiency in the operation of all City-owned facilities and continue innovating sustainability measures.
- Enhance public travel by providing a safe, durable, multi-modal road network that fully includes pedestrians, bicycling, transit, and other modes of transportation. Provide for a smooth flow of traffic throughout the City.
- Maintain customer satisfaction and continue to be responsive to citizen inquiries and concerns.

# Organizational Chart

## Public Works Department



## Authorized FTE's

AUTHORIZED FTE	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Public Works Department	12.6	14	14	15.8	19	21.5	28	18.5	20.5	19
Enterprise Department	8	8	8	8	8	7	7.5	7.5	7.5	10



## FY 2024/25 Top Accomplishments

- **Reservoir Property:** On March 31, 2023, the City finalized the purchase of six (6) parcels totaling 582 acres (the Property), located adjacent to Highway 20 and abutting the Summers Lane Reservoir property. The primary objective of the purchase is to construct three (3) reservoirs each, approximately the size of Summers Lane Reservoir, which is 45 acre-feet. The design contract and environmental contract was awarded in August 2024 with a goal of constructing the reservoirs in a few years.
- **2025 Pavement Preservation:** The City of Fort Bragg has identified 27 street segments throughout town, equivalent to 7.2 miles of City Street. All roadways included in the project will receive a rapid-setting slurry seal, asphalt pavement patching, and crack sealing as identified in the plans. Additionally, 17 curb ramps will be improved to ADA standards, and striping will be applied to the completed roadways. The design contract was awarded in April 2024 with bid documents out for solicitation in May 2025.
- **Oneka Seawater Desalination Buoy Design Pilot Study:** The City and Oneka Technologies are partnering to deploy California's first wave-powered desalination project. The entire desalination process will take place about ½ mile offshore from the modular buoy. The energy from the ocean activates a wave-actuated pump that moves seawater through reverse osmosis membranes, delivering fresh water through an underwater pipe to shore at the City's Waste Water Treatment Facility. The City was awarded \$1,490,000 by the Department of Water Resources to complete the pilot study.
- **Bainbridge Park Improvements:** In June 2023, the City was awarded \$2M by the State Park Program Funding Prop 68 for the implementation of several features of the Bainbridge Park Master Plan. In accordance with the grant scope, design amenities of the project will include; construction of a new multi-use pavilion and artificial surface soccer pitch with lights, new public art and landscaping, master lighting control system and new lights, poured ADA surfacing for the playground area, camera system, cosmetic and maintenance upgrades to existing bathroom facilities, and incorporation of existing drainage into the park layout. The design contract was awarded in September 2023 to Melton Design Group. Council awarded the construction contract to A.B.S Builders in April 2025. Construction is anticipated to start in summer 2025.
- **EV Fleet Charging Station:** In September 2022, City Council gave direction to proceed with USDA Funding for the purchase of Electric Fleet Vehicles for the Police Department. The Police Department has purchased six fully electric vehicles. In order for the vehicles to be Fleet ready, Electric Vehicle Supply Equipment (EVSE) needs to be installed at the Police Department. This project included the design of the stations currently underway and the purchase and installation of the new charging equipment, which consists of two Level-II AC Chargers and two Level-III DC Fast Chargers from ChargePoint. The design contract was awarded in April 2023 and the construction contract awarded in December 2024. Construction was completed in May 2025.
- **Town Hall Retrofit & Bathroom Remodel:** The Town Hall and Facilities project will repair damage caused by moisture at the Town Hall building and retrofit the restrooms to make them more accessible and visible for public use. Council awarded the design contract for this project in April 2023 and awarded the construction contract March 2025. Construction is underway with estimated completion in FY 25/26.
- **Art and Recycling Beautification:** The City was awarded a \$267,000 grant from the Clean California Local Grant Program. This project will result in the curation and addition of 55 new and 20 renovated eye-catching art-wrapped dual waste/recycling bins strategically placed in three distinct high trash generating areas in the City. The City has partnered with the Fort Bragg Unified School District art department to use art created by students for the bins. The bins have arrived and are gradually being deployed across the city.
- **Raw Water Line Replacement:** The raw water line is 15,000 LF of transmission line and appurtenances from the City's Water Treatment Facility to Summers Lane Reservoir and from Highway 20 to Waterfall Gulch. This pipeline is critical to the secure supply of raw water from the City's best quality sources, and the existing pipeline is nearing the end of its service life. In 2022/23 the City was awarded a grant in the amount of \$8,800,000, for completion of this project. The project design is complete and the permitting process is underway. Council awarded the contract to T&S Construction in February 2024. Construction commenced in June 2024 and reached 30% completion prior to its winter suspension in November 2024. Work will continue in the spring 2025 when the weather conditions improve.



- **Water Meter Replacement Project:** The scope of work for this project included the removal of existing water meters and installation of new ultrasonic water meters using a cellular-based, fixed-network meter reading system in and around the City of Fort Bragg. This project was funded by CDBG. The installation started in 2023, but delays in meter delivery caused a postponement, and the project is now expected to be completed in 2025.
- **Water Treatment Plant Overhaul:** The City's water treatment plant is undergoing construction for significant rehabilitation. The rehab project consists of rehabilitation of the Filter Treatment Units (FTUs), upgrades to the water plant piping, including flow meters and valves, Repair, upgrade, and construction of water treatment plant buildings, Rehabilitation of Tank #2, Demolition of the old clarifier, lining of the adjoining raw water and backwash ponds, upgrades to the Supervisory Control And Data Acquisition (SCADA) control system, Replacement of the chemical feed pumps, relocation of the laboratory, and other miscellaneous site improvements. The City was awarded a grant in the amount of \$12,200,000 from the Drinking Water State Revolving Fund. Council awarded the construction contract to Wahlund Construction in February 2024 and construction is anticipated to be completed in summer 2025.
- **Municipal Broadband Utility Project:** In September 2024 the City was awarded \$10.3 M in grant funding from the California Public Utilities Commission to implement the municipal broadband utility project. This new utility will bring fast, reliable, and affordable fiber internet to every home and business within city limits. The fiber network is designed with a centralized data hub and 15 distribution areas. Using horizontal directional drilling, crews will install conduit and fiber underground—primarily beneath sidewalks and alleys—connecting to a fiber terminal located near the edge of the city's right-of-way at each property. Phase II of the project will involve installing service drops to individual properties once service is requested. The Construction contract for phase 1 was awarded to HP Communications Inc. in March 2025. Construction is underway and is anticipated to be completed in FY 25/26.
- **Facilities Solar:** The scope of work for this project includes installation of solar panels at six city facilities – City Hall, Fire Department, Police Department, CV Starr Community Center, Wastewater Treatment, and Water Treatment. This project was awarded to Syserco Energy Solutions Inc. in June 2024 to design and build the system. The design plans are complete and construction is anticipated to start summer 2025.
- **CV Starr Projects:** The construction contracts for the HVAC system replacement and skylights repair projects have been awarded, with work expected to begin in FY 25/26.
- **Other Projects:** Other miscellaneous projects completed this year include, Fire Station roof replacement, City Hall roof replacement, City Hall flooring replacement, Sidewalk improvements project, and emergency storm drain repairs on N McPherson Street.





## PERFORMANCE / WORKLOAD MEASURES

INDICATORS	2020	2021	2022	2023	2024
<b>PUBLIC WORKS</b>					
Total cost of Projects budgeted - CIP	\$5 M	\$20 M	\$24 M	\$32 M	\$30.2
Grading Permits	3	1	1	5	2
Encroachment Permits issued	41	35	57	34	40
Traffic Committee requests processed	25	27	17	19	19
<b>MAINTENANCE</b>					
Streets (miles)	27.5	27.5	27.5	27.75	27.75
Alleys (miles)	19	19	19	19	19
Storm drains (miles)	10	10	10	10	10
Miles of Streets Swept				847.5	835
Potholes filled (yards)				60	80



## FY 2025/26 Top Priorities

- Staffing: To maintain a workforce that is adequately sized and skilled to meet the demands of our operations while prioritizing employee satisfaction and well-being.
- Coordinate with Planning to Launch Acella to stream-line the permitting process.
- Coordinate with the new Parks & Recreation Department to transition Parks and Facilities.
- Infrastructure Maintenance and Rehabilitation: Regular maintenance and repair of roads, sidewalks, and other public infrastructure to ensure the safety and functionality of the transportation network. This year, Public Works will work on re-painting curbs and crosswalks, specifically extending red curbs to comply with state law.
- Water and Sewer System Maintenance: Ensuring the reliable operation and maintenance of water supply systems and sewage treatment, to protect public health and the environment. The new regulation requires identifying the type of pipe used on the customer side of water meters to verify there are no lead service lines. This is a project that will begin this year.
- Emergency Response Planning and Preparedness: Developing and updating emergency response plans for natural disasters, extreme weather events, and other emergencies to ensure the safety and well-being of the community.
- Waste Management and Recycling: Implementing effective waste management strategies, including recycling and food waste diversion programs, to reduce landfill waste and promote environmental sustainability.
- Traffic Management and Transportation Planning: Improving traffic flow, enhancing road safety measures, and developing sustainable transportation options.
- Sustainability and Resilience Initiatives: Promoting sustainability practices and resilience measures to mitigate the impacts of climate change, protect natural resources, and enhance the long-term viability of the community's infrastructure. This year's Capital projects include numerous resiliency projects like the facilities solar project, design of the reservoirs, recycled water, and Oneka desalination.
- Community Engagement and Outreach: Engaging with residents, businesses, and stakeholders to gather feedback, address concerns, and foster collaboration on public works projects and initiatives.
- Technology Upgrades: Continue to implement technology upgrades, such as GIS mapping systems, asset management software, and smart sensors, to improve efficiency, data management, and decision-making processes within the department.

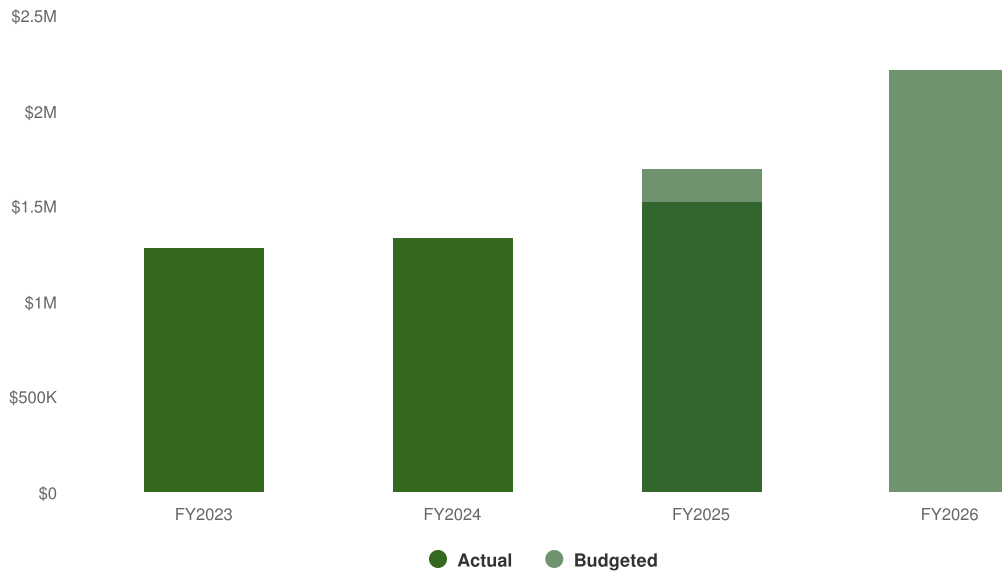


## Expenditures

The Public Works Department for FY 25/26 is \$2,216,450 and includes Engineering, Corporation Yard, Street Maintenance, Storm Drains and Traffic Safety. The increase of \$518,630 from the prior year is due to the one-time purchase of Street's Equipment of \$319,000 to build up our Paving Crew in-house in 2026.

**\$2,216,450** **\$518,630**  
(30.55% vs. prior year)

### Public Works Adopted and Historical Budget vs. Actual



The Public Works Department budget for FY 2025 is \$2.2 million, reflecting a 30% increase—or approximately \$518,630—compared to the prior fiscal year. Given the significant volume of Capital Improvement Projects (CIP) related to water, streets, and wastewater infrastructure, the Engineering Division onboarded two additional Engineering Technicians during the FY 23/24 fiscal year. Concurrently, the Public Works Analyst position was eliminated and reclassified into an Administrative Assistant role to better support departmental operations.

The FY 2025 budget reflects a prioritized investment in workforce development, with increased allocations for training and travel to support employee growth and long-term organizational benefits. A notable change in the budget methodology involves the cost allocation for Corporation Yard personnel. In FY 2024, 100% of Corporation Yard labor costs are budgeted within the General Fund under the Corporation Yard Department, with a year-end true-up based on actual hours worked on Water and Wastewater Enterprise Fund activities. Additionally, a seasonal maintenance worker was transitioned into a full-time position in the prior fiscal year, increasing the department's full-time equivalent (FTE) count to eight.

Streets and Maintenance costs are projected to rise, particularly due to a \$16,000 increase in utilities and professional services. These increases are partially offset by a decrease in Traffic and Safety expenditures due to one-time purchases made in the prior fiscal year. Utilities are projected to increase by approximately 4%. Overall, all other expenditure categories remain relatively stable with minimal year-over-year variance. \$354,023 for a one-time Street Maintenance equipment purchase

The Corporation Yard is proposing a 32.9% increase in personnel costs, primarily due to the revised cost allocation strategy and the redistribution of maintenance worker hours between the General Fund and the Water and Wastewater Enterprise Funds. This increase also reflects COLA adjustments and promotional advancements approved in 2025, with the full annual impact to be realized in the FY 2026 budget.

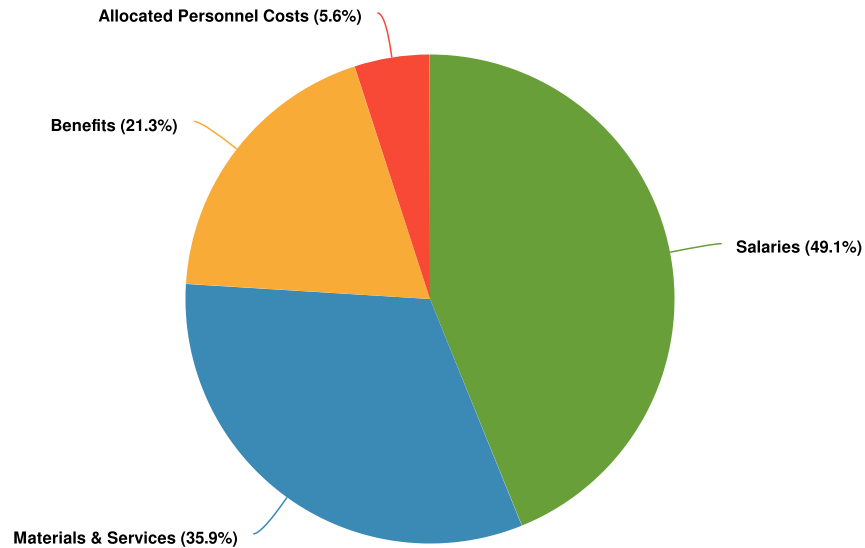
Key one-time expenditures include:

- \$80,000 for the Minnesota/Riverview Storm Drain Repair project



# Expenditures by Expense Type

## Budgeted Expenditures by Expense Type



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects					
Salaries					
Engineering					
Salaries & Wages, Regular	110-4330-0101	\$482,981	\$544,604	\$538,569	\$624,293
Overtime	110-4330-0102	\$0	\$643	\$2,653	\$4,824
Comp Time Payout	110-4330-0103	\$396	\$215	\$1,863	\$3,000
Vacation Payout	110-4330-0104	\$10,475	\$3,982	\$614	\$3,000
Sick Leave Payout	110-4330-0105	\$90	\$0	\$0	\$0
Other Pay	110-4330-0109	\$3,496	\$13,529	\$31,077	\$31,388
Total Engineering:		\$497,437	\$562,972	\$574,775	\$666,504
Corporation Yard					
Salaries & Wages, Regular	110-4570-0101	\$267,360	\$240,923	\$298,597	\$396,918
Overtime	110-4570-0102	\$2,923	\$2,529	\$4,184	\$6,107
Comp Time Payout	110-4570-0103	\$2,810	\$3,334	\$4,573	\$5,000
Vacation Payout	110-4570-0104	\$642	\$2,347	\$2,913	\$3,000
Sick Leave Payout	110-4570-0105	\$0	\$670	\$0	\$0
Other Pay	110-4570-0109	\$9,749	\$10,175	\$10,914	\$10,000
Total Corporation Yard:		\$283,484	\$259,976	\$321,181	\$421,025
Total Salaries:		\$780,922	\$822,949	\$895,956	\$1,087,529
Benefits					
Engineering					



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Misc Insurance Premiums & Fees	110-4330-0210	\$1,333	\$1,791	\$1,992	\$1,472
Medical Premium Contribution	110-4330-0211	\$60,472	\$83,766	\$75,198	\$80,341
Dental Premiums	110-4330-0213	\$3,384	\$4,324	\$4,686	\$4,709
Vision Care	110-4330-0214	\$763	\$1,203	\$1,359	\$1,531
Pers	110-4330-0220	\$71,470	\$48,177	\$67,411	\$61,767
Educational Reimbursement	110-4330-0221	\$0	\$925	\$0	\$0
Worker's Comp Premium	110-4330-0231	\$8,342	\$11,008	\$12,620	\$16,593
FICA/Medicare	110-4330-0252	\$36,471	\$41,291	\$42,232	\$49,530
Total Engineering:		\$182,236	\$192,486	\$205,498	\$215,944
Corporation Yard					
Misc Ins Premiums & Fees	110-4570-0210	\$935	\$907	\$1,938	\$2,532
Medical Premium Contribution	110-4570-0211	\$63,706	\$64,530	\$82,654	\$107,649
Uniforms	110-4570-0212	\$5,355	\$5,651	\$5,489	\$6,000
Dental Premiums	110-4570-0213	\$3,933	\$3,580	\$7,115	\$6,404
Vision Care	110-4570-0214	\$944	\$851	\$1,154	\$1,162
PERS	110-4570-0220	\$42,013	\$23,492	\$45,092	\$50,739
Worker's Comp Premium	110-4570-0231	\$48,772	\$40,852	\$22,828	\$50,768
Worker's Comp Deductible	110-4570-0232	\$310	\$21	\$0	\$0
FICA/Medicare	110-4570-0252	\$19,710	\$19,232	\$16,872	\$30,222
Total Corporation Yard:		\$185,678	\$159,114	\$183,143	\$255,476
Total Benefits:		\$367,914	\$351,600	\$388,641	\$471,420
Materials & Services					
Engineering					
Engineering	110-4330-0310	\$541	\$24,878	\$40,000	\$40,000
Professional Services	110-4330-0319	\$1,064	\$12,472	\$8,000	\$8,000
Training/Travel Reimbursement	110-4330-0366	\$1,328	\$1,535	\$8,000	\$8,000
Meetings / City Busines	110-4330-0372		\$0	\$300	\$500
Licenses & Permits	110-4330-0373	\$350	\$290	\$400	\$600
Boot Expense	110-4330-0377	\$591	\$682	\$375	\$375
Small Tools & Equipment	110-4330-0381	\$472	\$728	\$500	\$700
Books & Subscriptions	110-4330-0384	\$199	\$113	\$200	\$200
Total Engineering:		\$4,545	\$40,698	\$57,775	\$58,375
Street Maintenance					
Professional Services	110-4520-0319	\$11,022	\$19,230	\$40,000	\$30,000
General Supplies	110-4520-0375	\$836	\$12,601	\$12,000	\$8,000
Safety Maintenance	110-4520-0376	\$0	\$10,500	\$5,000	\$5,000
Equipment	110-4520-0381		\$0	\$0	\$354,023
Utilities	110-4520-0383	\$108,005	\$130,477	\$125,000	\$130,000
Total Street Maintenance:		\$119,863	\$172,808	\$182,000	\$527,023
Streets-Storm Drains					
Professional Services	110-4522-0319	\$341	\$441	\$53,620	\$80,000



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Training/Travel Reimbursement	110-4522-0366	\$0	\$0	\$500	\$500
Licenses & Permits	110-4522-0373	\$7,067	\$7,067	\$8,000	\$7,700
General Supplies	110-4522-0375	\$6,007	\$6,555	\$7,700	\$5,000
Total Streets-Storm Drains:		\$13,415	\$14,063	\$69,820	\$93,200
Corporation Yard					
Professional Services	110-4570-0319	\$230	\$1,645	\$1,000	\$2,000
Dues & Memberships	110-4570-0320	\$2,970	\$0	\$800	\$800
Training/Travel Reimbursement	110-4570-0366	\$0	\$3,885	\$2,000	\$3,000
Licenses & Permits	110-4570-0373	\$1,426	\$2,190	\$2,190	\$2,400
General Supplies	110-4570-0375	\$4,634	\$2,906	\$6,000	\$6,000
Medical/Safety Supplies	110-4570-0376	\$1,392	\$2,981	\$4,000	\$4,500
Boot Expense	110-4570-0377	\$1,167	\$1,590	\$2,000	\$2,200
Small Tools & Equipment	110-4570-0381	\$245	\$36	\$1,500	\$2,300
Total Corporation Yard:		\$12,064	\$15,234	\$19,490	\$23,200
Traffic Safety					
Professional Services	110-4840-0319	\$50,140	\$1,491	\$5,426	\$65,000
General Supplies	110-4840-0375	\$26,950	\$22,030	\$20,000	\$20,000
Utilities	110-4840-0383	\$7,398	\$8,283	\$8,500	\$9,500
Total Traffic Safety:		\$84,488	\$31,804	\$33,926	\$94,500
Total Materials & Services:		\$234,374	\$274,606	\$363,011	\$796,298
Allocation to ISF					
Engineering					
Allocations to IT IS	110-4330-0396	\$51,272	\$57,284	\$85,584	\$85,584
Alloc to Facilities Main	110-4330-0397	\$6,718	\$6,565	\$6,718	\$6,718
Cost Allocation Contra Exp	110-4330-0802	-\$26,064	-\$43,696	-\$38,129	-\$38,129
Total Engineering:		\$31,926	\$20,153	\$54,173	\$54,173
Street Maintenance					
Fleet Services	110-4520-0322	\$83,657	\$52,312	\$52,312	\$52,312
Overhead Allocation	110-4520-0800	\$155,271	\$153,855	\$153,855	\$153,855
Total Street Maintenance:		\$238,928	\$206,167	\$206,167	\$206,167
Streets-Storm Drains					
Fleet Services	110-4522-0322	\$11,570	\$7,475	\$11,570	\$11,570
Overhead Allocation	110-4522-0800	\$71,617	\$88,890	\$71,617	\$71,617
Total Streets-Storm Drains:		\$83,187	\$96,364	\$83,187	\$83,187
Corporation Yard					
Allocation to IT Int Serv Fund	110-4570-0396	\$13,983	\$15,623	\$13,983	\$0
Alloc to Fac Maint Fund	110-4570-0397	\$33,407	\$32,644	\$33,407	\$33,407
Cost Allocation Contra Exp	110-4570-0802	-\$769,178	-\$811,320	-\$826,137	-\$826,137
Total Corporation Yard:		-\$721,788	-\$763,053	-\$778,747	-\$792,730



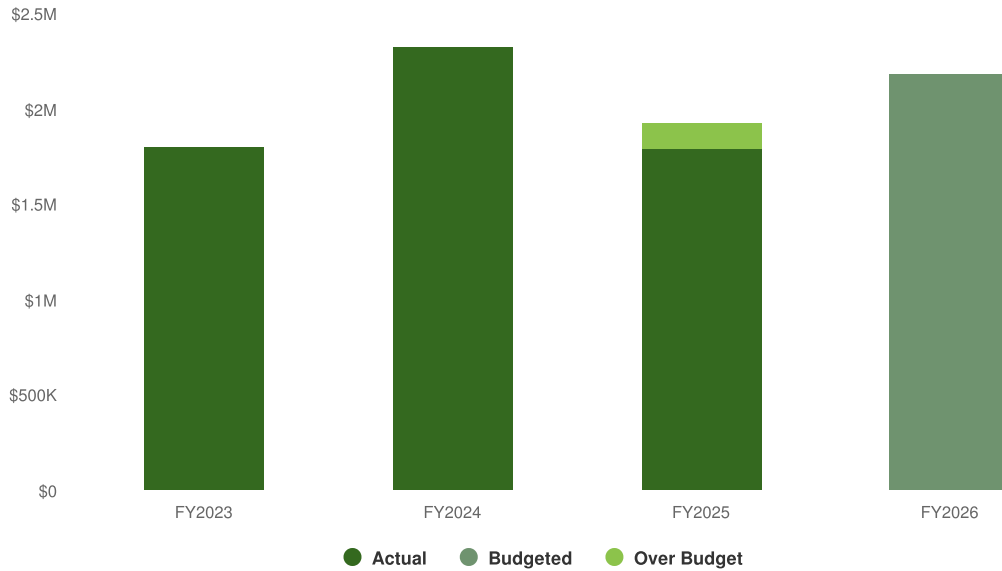
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Traffic Safety					
Fleet Services	110-4840-0322	\$11,079	\$8,035	\$4,552	\$4,552
Overhead Allocation	110-4840-0800	\$115,119	\$124,025	\$124,025	\$124,025
Salary/Benefit Allocation	110-4840-0801	\$40,411	\$58,326	\$58,326	\$58,326
Total Traffic Safety:		\$166,610	\$190,385	\$186,902	\$186,902
Total Allocation to ISF:		-\$201,137	-\$249,985	-\$248,319	-\$262,302
Allocated Personnel Costs					
Engineering					
Salary/Benefits Allocation	110-4330-0801	\$0	\$15,103	\$2,370	\$2,370
Total Engineering:		\$0	\$15,103	\$2,370	\$2,370
Street Maintenance					
Salary/Benefit Allocation	110-4520-0801	\$56,826	\$75,863	\$75,863	\$75,863
Total Street Maintenance:		\$56,826	\$75,863	\$75,863	\$75,863
Streets-Storm Drains					
Salary/Benefits Allocation	110-4522-0801	\$33,403	\$47,871	\$33,403	\$33,403
Total Streets-Storm Drains:		\$33,403	\$47,871	\$33,403	\$33,403
Corporation Yard					
Salary/Benefits Allocation	110-4570-0801	\$11,869	\$679	\$11,869	\$11,869
Total Corporation Yard:		\$11,869	\$679	\$11,869	\$11,869
Total Allocated Personnel Costs:		\$102,097	\$139,516	\$123,505	\$123,505
Total Expense Objects:		\$1,284,170	\$1,338,686	\$1,522,794	\$2,216,450



## Revenues Summary

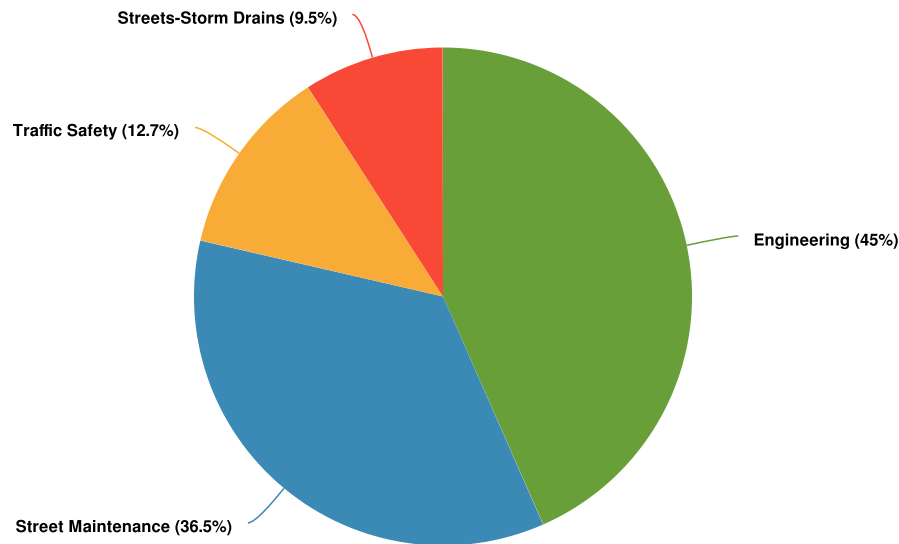
**\$2,182,802** **\$393,575**  
(22.00% vs. prior year)

### Public Works Adopted and Historical Budget vs. Actual



# Expenditures by Function

## Budgeted Expenditures by Function



Streets and Maintenance costs, particularly utilities and general supplies, are expected to increase by \$16k. These increases were offset by decreases in Traffic and Safety from one-time purchases in the prior fiscal year. All other expenditure categories have insignificant changes year-over-year.

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expenditures					
Public Works					
Engineering					
Salaries					
Salaries & Wages, Regular	110-4330-0101	\$482,981	\$544,604	\$538,569	\$624,293
Overtime	110-4330-0102	\$0	\$643	\$2,653	\$4,824
Comp Time Payout	110-4330-0103	\$396	\$215	\$1,863	\$3,000
Vacation Payout	110-4330-0104	\$10,475	\$3,982	\$614	\$3,000
Sick Leave Payout	110-4330-0105	\$90	\$0	\$0	\$0
Other Pay	110-4330-0109	\$3,496	\$13,529	\$31,077	\$31,388
Total Salaries:		\$497,437	\$562,972	\$574,775	\$666,504
Benefits					
Misc Insurance Premiums & Fees	110-4330-0210	\$1,333	\$1,791	\$1,992	\$1,472
Medical Premium Contribution	110-4330-0211	\$60,472	\$83,766	\$75,198	\$80,341
Dental Premiums	110-4330-0213	\$3,384	\$4,324	\$4,686	\$4,709
Vision Care	110-4330-0214	\$763	\$1,203	\$1,359	\$1,531
Pers	110-4330-0220	\$71,470	\$48,177	\$67,411	\$61,767
Educational Reimbursement	110-4330-0221	\$0	\$925	\$0	\$0





Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Worker's Comp Premium	110-4330-0231	\$8,342	\$11,008	\$12,620	\$16,593
FICA/Medicare	110-4330-0252	\$36,471	\$41,291	\$42,232	\$49,530
Total Benefits:		\$182,236	\$192,486	\$205,498	\$215,944
Materials & Services					
Engineering	110-4330-0310	\$541	\$24,878	\$40,000	\$40,000
Professional Services	110-4330-0319	\$1,064	\$12,472	\$8,000	\$8,000
Training/Travel Reimbursement	110-4330-0366	\$1,328	\$1,535	\$8,000	\$8,000
Meetings / City Busines	110-4330-0372		\$0	\$300	\$500
Licenses & Permits	110-4330-0373	\$350	\$290	\$400	\$600
Boot Expense	110-4330-0377	\$591	\$682	\$375	\$375
Small Tools & Equipment	110-4330-0381	\$472	\$728	\$500	\$700
Books & Subscriptions	110-4330-0384	\$199	\$113	\$200	\$200
Total Materials & Services:		\$4,545	\$40,698	\$57,775	\$58,375
Allocation to ISF					
Allocations to IT IS	110-4330-0396	\$51,272	\$57,284	\$85,584	\$85,584
Alloc to Facilities Main	110-4330-0397	\$6,718	\$6,565	\$6,718	\$6,718
Cost Allocation Contra Exp	110-4330-0802	-\$26,064	-\$43,696	-\$38,129	-\$38,129
Total Allocation to ISF:		\$31,926	\$20,153	\$54,173	\$54,173
Allocated Personnel Costs					
Salary/Benefits Allocation	110-4330-0801	\$0	\$15,103	\$2,370	\$2,370
Total Allocated Personnel Costs:		\$0	\$15,103	\$2,370	\$2,370
Total Engineering:		\$716,144	\$831,411	\$894,591	\$997,366
Street Maintenance					
Materials & Services					
Professional Services	110-4520-0319	\$11,022	\$19,230	\$40,000	\$30,000
General Supplies	110-4520-0375	\$836	\$12,601	\$12,000	\$8,000
Safety Maintenance	110-4520-0376	\$0	\$10,500	\$5,000	\$5,000
Equipment	110-4520-0381		\$0	\$0	\$354,023
Utilities	110-4520-0383	\$108,005	\$130,477	\$125,000	\$130,000
Total Materials & Services:		\$119,863	\$172,808	\$182,000	\$527,023
Allocation to ISF					
Fleet Services	110-4520-0322	\$83,657	\$52,312	\$52,312	\$52,312
Overhead Allocation	110-4520-0800	\$155,271	\$153,855	\$153,855	\$153,855
Total Allocation to ISF:		\$238,928	\$206,167	\$206,167	\$206,167
Allocated Personnel Costs					
Salary/Benefit Allocation	110-4520-0801	\$56,826	\$75,863	\$75,863	\$75,863
Total Allocated Personnel Costs:		\$56,826	\$75,863	\$75,863	\$75,863
Total Street Maintenance:		\$415,616	\$454,838	\$464,030	\$809,053



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Streets-Storm Drains					
Materials & Services					
Professional Services	110-4522-0319	\$341	\$441	\$53,620	\$80,000
Training/Travel Reimbursement	110-4522-0366	\$0	\$0	\$500	\$500
Licenses & Permits	110-4522-0373	\$7,067	\$7,067	\$8,000	\$7,700
General Supplies	110-4522-0375	\$6,007	\$6,555	\$7,700	\$5,000
Total Materials & Services:		\$13,415	\$14,063	\$69,820	\$93,200
Allocation to ISF					
Fleet Services	110-4522-0322	\$11,570	\$7,475	\$11,570	\$11,570
Overhead Allocation	110-4522-0800	\$71,617	\$88,890	\$71,617	\$71,617
Total Allocation to ISF:		\$83,187	\$96,364	\$83,187	\$83,187
Allocated Personnel Costs					
Salary/Benefits Allocation	110-4522-0801	\$33,403	\$47,871	\$33,403	\$33,403
Total Allocated Personnel Costs:		\$33,403	\$47,871	\$33,403	\$33,403
Total Streets-Storm Drains:		\$130,004	\$158,298	\$186,410	\$209,790
Corporation Yard					
Salaries					
Salaries & Wages, Regular	110-4570-0101	\$267,360	\$240,923	\$298,597	\$396,918
Overtime	110-4570-0102	\$2,923	\$2,529	\$4,184	\$6,107
Comp Time Payout	110-4570-0103	\$2,810	\$3,334	\$4,573	\$5,000
Vacation Payout	110-4570-0104	\$642	\$2,347	\$2,913	\$3,000
Sick Leave Payout	110-4570-0105	\$0	\$670	\$0	\$0
Other Pay	110-4570-0109	\$9,749	\$10,175	\$10,914	\$10,000
Total Salaries:		\$283,484	\$259,976	\$321,181	\$421,025
Benefits					
Misc Ins Premiums & Fees	110-4570-0210	\$935	\$907	\$1,938	\$2,532
Medical Premium Contribution	110-4570-0211	\$63,706	\$64,530	\$82,654	\$107,649
Uniforms	110-4570-0212	\$5,355	\$5,651	\$5,489	\$6,000
Dental Premiums	110-4570-0213	\$3,933	\$3,580	\$7,115	\$6,404
Vision Care	110-4570-0214	\$944	\$851	\$1,154	\$1,162
PERS	110-4570-0220	\$42,013	\$23,492	\$45,092	\$50,739
Worker's Comp Premium	110-4570-0231	\$48,772	\$40,852	\$22,828	\$50,768
Worker's Comp Deductible	110-4570-0232	\$310	\$21	\$0	\$0
FICA/Medicare	110-4570-0252	\$19,710	\$19,232	\$16,872	\$30,222
Total Benefits:		\$185,678	\$159,114	\$183,143	\$255,476
Materials & Services					
Professional Services	110-4570-0319	\$230	\$1,645	\$1,000	\$2,000
Dues & Memberships	110-4570-0320	\$2,970	\$0	\$800	\$800
Training/Travel Reimbursement	110-4570-0366	\$0	\$3,885	\$2,000	\$3,000
Licenses & Permits	110-4570-0373	\$1,426	\$2,190	\$2,190	\$2,400



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
General Supplies	110-4570-0375	\$4,634	\$2,906	\$6,000	\$6,000
Medical/Safety Supplies	110-4570-0376	\$1,392	\$2,981	\$4,000	\$4,500
Boot Expense	110-4570-0377	\$1,167	\$1,590	\$2,000	\$2,200
Small Tools & Equipment	110-4570-0381	\$245	\$36	\$1,500	\$2,300
Total Materials & Services:		\$12,064	\$15,234	\$19,490	\$23,200
Allocation to ISF					
Allocation to IT Int Serv Fund	110-4570-0396	\$13,983	\$15,623	\$13,983	\$0
Alloc to Fac Maint Fund	110-4570-0397	\$33,407	\$32,644	\$33,407	\$33,407
Cost Allocation Contra Exp	110-4570-0802	-\$769,178	-\$811,320	-\$826,137	-\$826,137
Total Allocation to ISF:		-\$721,788	-\$763,053	-\$778,747	-\$792,730
Allocated Personnel Costs					
Salary/Benefits Allocation	110-4570-0801	\$11,869	\$679	\$11,869	\$11,869
Total Allocated Personnel Costs:		\$11,869	\$679	\$11,869	\$11,869
Total Corporation Yard:		-\$228,692	-\$328,049	-\$243,065	-\$81,161
Traffic Safety					
Materials & Services					
Professional Services	110-4840-0319	\$50,140	\$1,491	\$5,426	\$65,000
General Supplies	110-4840-0375	\$26,950	\$22,030	\$20,000	\$20,000
Utilities	110-4840-0383	\$7,398	\$8,283	\$8,500	\$9,500
Total Materials & Services:		\$84,488	\$31,804	\$33,926	\$94,500
Allocation to ISF					
Fleet Services	110-4840-0322	\$11,079	\$8,035	\$4,552	\$4,552
Overhead Allocation	110-4840-0800	\$115,119	\$124,025	\$124,025	\$124,025
Salary/Benefit Allocation	110-4840-0801	\$40,411	\$58,326	\$58,326	\$58,326
Total Allocation to ISF:		\$166,610	\$190,385	\$186,902	\$186,902
Total Traffic Safety:		\$251,098	\$222,189	\$220,828	\$281,402
Total Public Works:		\$1,284,170	\$1,338,686	\$1,522,794	\$2,216,450
Total Expenditures:		\$1,284,170	\$1,338,686	\$1,522,794	\$2,216,450

## Revenue by Fund

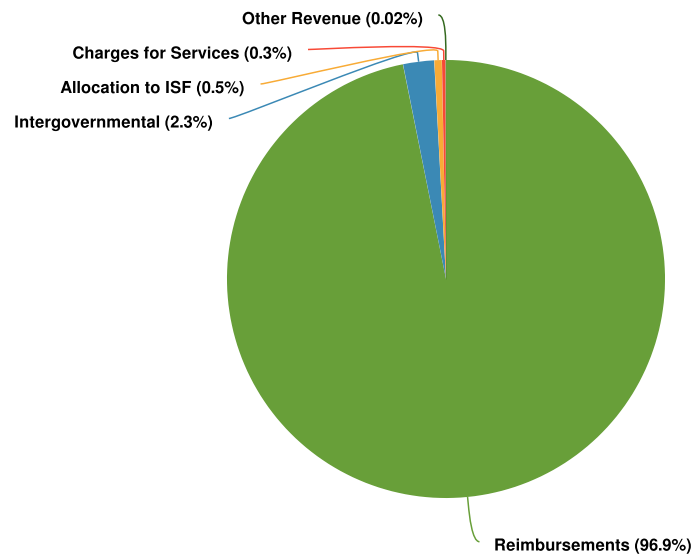
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
General Fund					
General Fund					
Grant:Staff Time Reimb	110-4330-3318	\$30,034.21	\$90,954.65	\$38,000.00	\$50,000.00
City Exp Reimb-DDA	110-4330-3415	\$13,856.99	\$15,055.22	\$10,329.32	\$10,329.32
Interfund Reimb-Eng PW	110-4330-3497	\$155.23	\$0.00	\$0.00	\$0.00
Personnel Cost Allocations	110-4330-3499	\$459,968.16	\$632,598.33	\$459,968.16	\$632,598.33
Encroachment Permit	110-4330-3731	\$13,712.90	\$6,988.00	\$12,000.00	\$12,000.00
Engineering Plan Review	110-4330-3734	\$7,176.00	\$7,174.00	\$6,000.00	\$6,000.00
Miscellaneous Revenue	110-4330-3998	\$0.00	\$172.11	\$500.00	\$500.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Interfund Reimb-PW	110-4520-3497	\$415,616.49	\$454,837.61	\$464,030.00	\$455,030.00
Interfund Reimb	110-4522-3497	\$128,239.24	\$245,422.83	\$186,410.00	\$209,790.00
Personnel Cost Allocations	110-4570-3499	\$482,636.33	\$525,152.37	\$525,152.37	\$525,152.37
Interfund Reimbursement	110-4840-3497	\$251,097.76	\$346,213.50	\$220,828.00	\$281,402.00
Total General Fund:		\$1,802,493.31	\$2,324,568.62	\$1,923,217.85	\$2,182,802.02
Total General Fund:		\$1,802,493.31	\$2,324,568.62	\$1,923,217.85	\$2,182,802.02

## Revenues by Source

### Projected 2026 Revenues by Source



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue Source					
Reimbursements					
City Exp Reimb-DDA	110-4330-3415	\$13,856.99	\$15,055.22	\$10,329.32	\$10,329.32
Interfund Reimb-Eng PW	110-4330-3497	\$155.23	\$0.00	\$0.00	\$0.00
Personnel Cost Allocations	110-4330-3499	\$459,968.16	\$632,598.33	\$459,968.16	\$632,598.33
Interfund Reimb-PW	110-4520-3497	\$415,616.49	\$454,837.61	\$464,030.00	\$455,030.00
Interfund Reimb	110-4522-3497	\$128,239.24	\$245,422.83	\$186,410.00	\$209,790.00
Personnel Cost Allocations	110-4570-3499	\$482,636.33	\$525,152.37	\$525,152.37	\$525,152.37
Interfund Reimbursement	110-4840-3497	\$251,097.76	\$346,213.50	\$220,828.00	\$281,402.00
Total Reimbursements:		\$1,751,570.20	\$2,219,279.86	\$1,866,717.85	\$2,114,302.02
Intergovernmental					
Grant:Staff Time Reimb	110-4330-3318	\$30,034.21	\$90,954.65	\$38,000.00	\$50,000.00
Total Intergovernmental:		\$30,034.21	\$90,954.65	\$38,000.00	\$50,000.00
Charges for Services					



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Engineering Plan Review	110-4330-3734	\$7,176.00	\$7,174.00	\$6,000.00	\$6,000.00
Total Charges for Services:		\$7,176.00	\$7,174.00	\$6,000.00	\$6,000.00
Allocation to ISF					
Encroachment Permit	110-4330-3731	\$13,712.90	\$6,988.00	\$12,000.00	\$12,000.00
Total Allocation to ISF:		\$13,712.90	\$6,988.00	\$12,000.00	\$12,000.00
Other Revenue					
Miscellaneous Revenue	110-4330-3998	\$0.00	\$172.11	\$500.00	\$500.00
Total Other Revenue:		\$0.00	\$172.11	\$500.00	\$500.00
Total Revenue Source:		\$1,802,493.31	\$2,324,568.62	\$1,923,217.85	\$2,182,802.02



## **Fort Bragg Redevelopment Successor Agency**

The Fort Bragg Redevelopment Successor Agency and its Oversight Board are responsible for winding down the functions of the former Fort Bragg Redevelopment Agency. As a result of legislation enacted in 2011, all Redevelopment Agencies (RDAs) in California were dissolved and the assets, liabilities and costs associated with the dissolution are now administered by Successor Agencies. Property tax revenues previously allocated to the RDAs are now used to pay required payments on existing bonds, other obligations, and pass-through payments to local governments (defined as enforceable obligations). The remaining property tax revenues (amounts exceeding the enforceable obligations) are retained by the County and allocated back to cities, counties and special districts.

Each Successor Agency (SA) has an Oversight Board that supervises its work. The Oversight Board is comprised of representatives of the local agencies that serve the redevelopment project area: the City, county, special districts, and K-14 educational agencies. Oversight Board members have a fiduciary responsibility to holders of enforceable obligations, as well as to the local agencies that would benefit from property tax distributions from the former redevelopment project area.

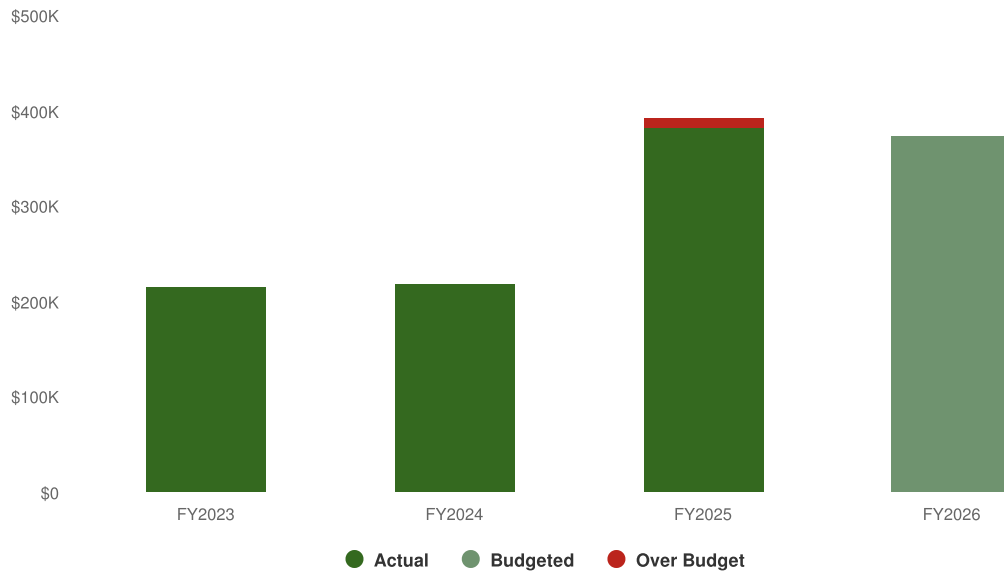
The SA reports enforceable obligations to the California Department of Finance (DOF) on an annual basis (starting in FY 2016/17). The enforceable obligations are subject to approval by the DOF. The City can report costs each year for the administration of the SA and winding down of enforceable obligations, subject to approval by the Oversight Board and DOF. If SA activities are reduced by the Oversight Board or by the DOF, through the disallowance of enforceable obligations, the administrative costs may be reduced accordingly. In FY 2016/17, the State of California began reducing the Fort Bragg Redevelopment Successor Agency's allowable administrative costs. The City received approval for \$121,949 of administrative costs for the period July 1, 2025 through June 30, 2026.



## Expenditures Summary

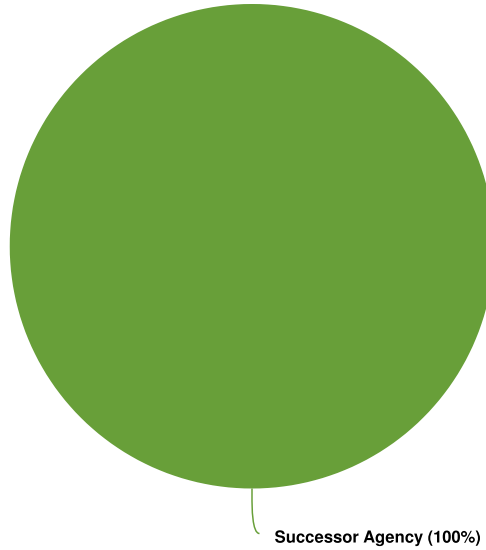
**\$374,334** **-\$7,402**  
(-1.94% vs. prior year)

### Fort Bragg Redevelopment Successor Agency Adopted and Historical Budget vs. Actual



# Expenditures by Fund

## 2026 Expenditures by Fund



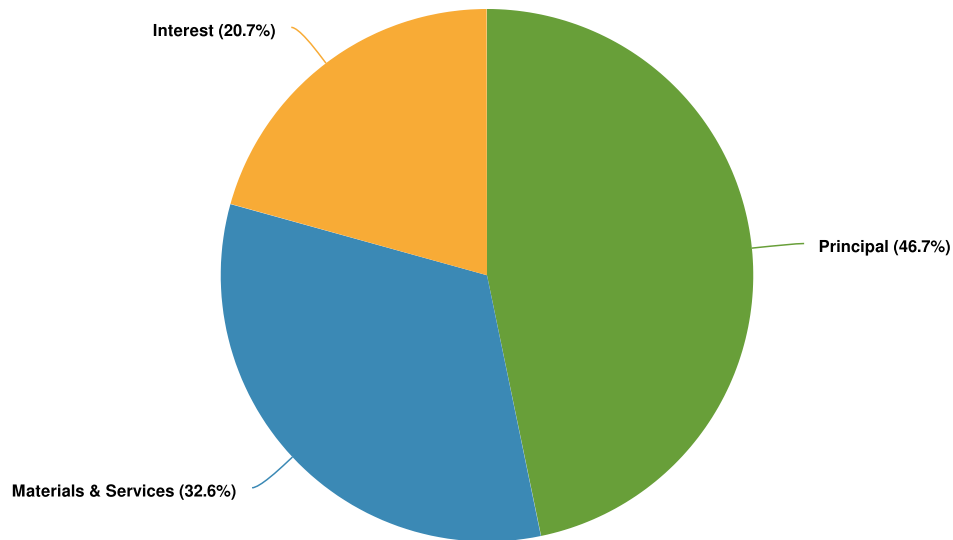
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Successor Agency					
Materials & Services					
Auditing & Accounting	175-4810-0312	\$3,129	\$740	\$12,151	\$0
Successor Agency-RDA Admin All	175-4810-0399	\$125,175	\$125,175	\$123,976	\$121,949
Total Materials & Services:		\$128,304	\$125,915	\$136,127	\$121,949
Interest					
Interest Expense	175-4810-0912	\$85,039	\$90,164	\$79,800	\$75,425
Fees	175-4810-0913	\$1,960	\$1,960	\$1,960	\$1,960
Total Interest:		\$86,999	\$92,124	\$81,760	\$77,385
Principal					
Principal	175-4810-0911	\$0	\$0	\$175,000	\$175,000
Total Principal:		\$0	\$0	\$175,000	\$175,000
Total Successor Agency:		\$215,303	\$218,039	\$392,887	\$374,334





# Expenditures by Expense Type

## Budgeted Expenditures by Expense Type



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects					
Materials & Services					
Auditing & Accounting	175-4810-0312	\$3,129.09	\$740.46	\$12,151.00	\$0.00
Successor Agency-RDA Admin All	175-4810-0399	\$125,175.00	\$125,175.00	\$123,976.00	\$121,949.00
Total Materials & Services:		\$128,304.09	\$125,915.46	\$136,127.00	\$121,949.00
Interest					
Interest Expense	175-4810-0912	\$85,039.36	\$90,164.00	\$79,800.00	\$75,425.00
Fees	175-4810-0913	\$1,960.00	\$1,960.00	\$1,960.00	\$1,960.00
Total Interest:		\$86,999.36	\$92,124.00	\$81,760.00	\$77,385.00
Principal					
Principal	175-4810-0911	\$0.00	\$0.00	\$175,000.00	\$175,000.00
Total Principal:		\$0.00	\$0.00	\$175,000.00	\$175,000.00
Total Expense Objects:		\$215,303.45	\$218,039.46	\$392,887.00	\$374,334.00



# Internal Service Funds

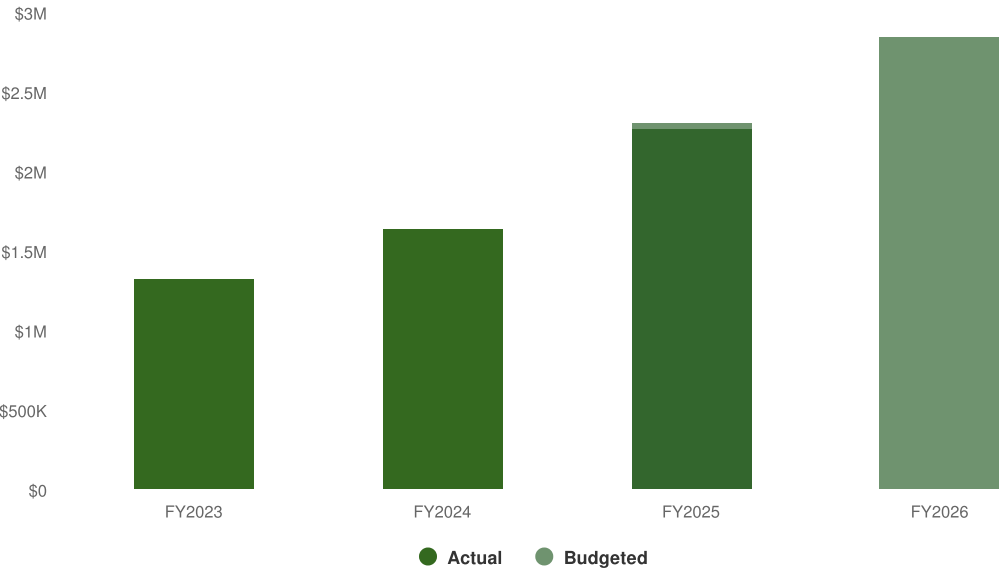
## Expenditures Summary

\$2,851,390

\$536,501

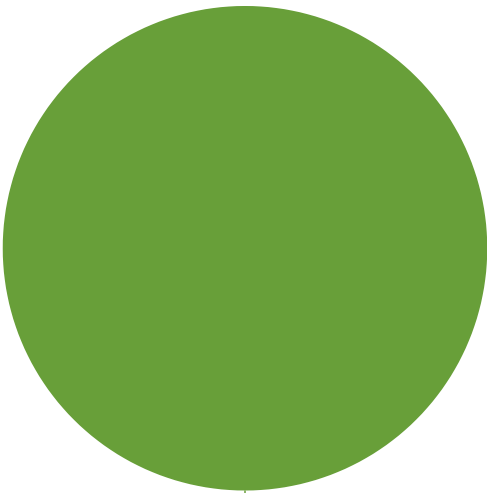
(23.18% vs. prior year)

Internal Service Funds Proposed and Historical Budget vs. Actual



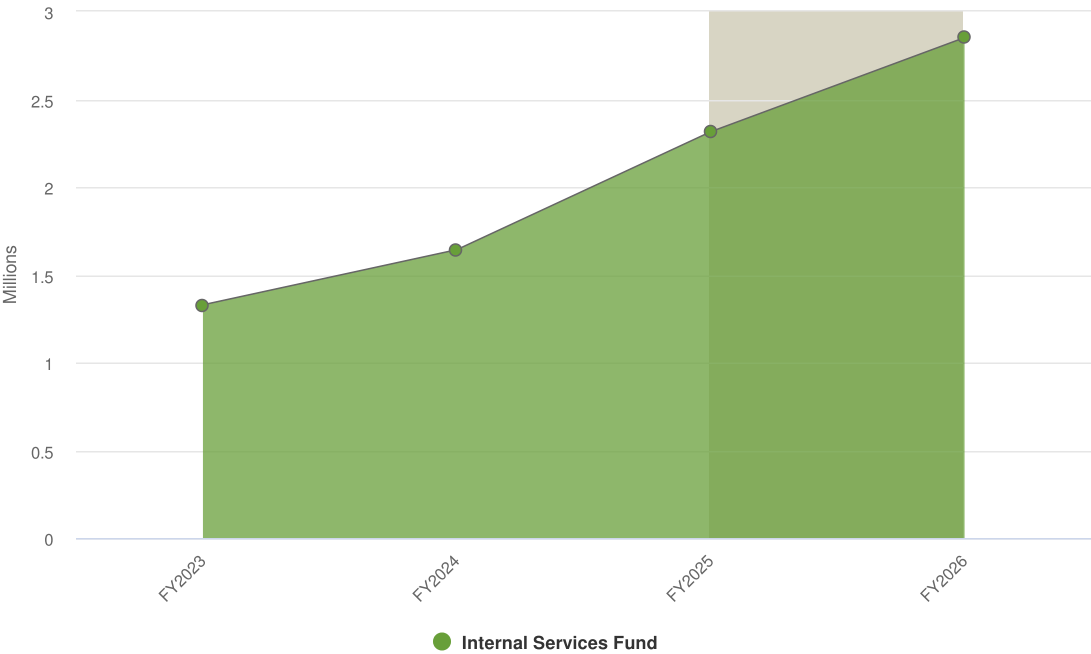
# Expenditures by Fund

2026 Expenditures by Fund



Internal Services Fund (100%)

Budgeted and Historical 2026 Expenditures by Fund



Grey background indicates budgeted figures.

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Internal Services Fund						



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Facilities Maint & Repair						
Professional Services	520-4393-0319	\$0.00	\$15,000.00	\$8,050.00	\$26,862.50	\$32,000.00
Facilities Maint & Repair	520-4393-0353	\$22,469.16	\$22,500.00	\$20,341.76	\$22,967.50	\$12,000.00
Depreciation-Facilities	520-4393-0499	\$6,800.00	\$0.00	\$7,084.33	\$0.00	\$0.00
Salary/Benefit Allocation	520-4393-0801	\$186,905.68	\$105,998.47	\$199,590.28	\$199,590.28	\$105,998.47
Transfers to Other Funds	520-7999-0799	\$0.00	\$510,000.00	\$247,094.64	\$274,859.13	\$998,625.00
Total Facilities Maint & Repair:		\$216,174.84	\$653,498.47	\$482,161.01	\$524,279.41	\$1,148,623.47
Technology Maint & Repair						
PEG Operating Costs	521-4390-0623	\$525.76	\$0.00	\$0.00	\$0.00	\$0.00
Salaries & Wages, Regular	521-4394-0101	\$130,779.95	\$167,774.10	\$165,087.71	\$197,974.36	\$243,645.18
Overtime	521-4394-0102	\$37.14	\$1,053.25	-\$37.14	\$840.03	\$5,644.89
Comp Time Payout	521-4394-0103	\$1,541.62	\$877.71	\$635.84	\$3,067.93	\$4,032.06
Other Wages	521-4394-0109	\$280.00	\$360.00	\$520.12	\$1,250.01	\$1,300.00
Misc Insurance Premiums & Fees	521-4394-0210	\$242.46	\$654.66	\$703.62	\$562.69	\$200.00
Medical Premium Contribution	521-4394-0211	\$12,722.40	\$18,201.60	\$18,225.49	\$20,981.47	\$23,449.10
Dental Premiums	521-4394-0213	\$863.93	\$1,364.16	\$1,092.57	\$1,223.25	\$1,364.16
Vision Care	521-4394-0214	\$345.80	\$458.64	\$437.11	\$442.83	\$436.80
Pers	521-4394-0220	\$10,588.16	\$14,201.55	\$13,204.42	\$15,257.20	\$15,498.44
Workers' Comp Premium	521-4394-0231	\$2,495.63	\$2,850.37	\$2,947.28	\$9,478.26	\$4,707.11
FICA/Medicare	521-4394-0252	\$9,808.14	\$13,009.98	\$12,424.21	\$15,000.59	\$17,849.14
Professional Services	521-4394-0319	\$0.00	\$21,200.00	\$54,526.06	\$18,750.00	\$55,000.00
Equipment Repair & Maint	521-4394-0351	\$1,862.01	\$4,200.00	\$1,833.55	\$4,450.00	\$4,450.00
Training/Travel Reimbursement	521-4394-0366	\$2,666.42	\$4,260.00	-\$132.27	\$9,760.00	\$6,750.00
Small Tools & Equipment	521-4394-0381	\$5,955.00	\$5,000.00	\$2,482.81	\$7,000.00	\$7,000.00
Hardware Exp	521-4394-0382	\$33,494.35	\$85,294.00	\$28,497.51	\$129,562.46	\$117,919.00
Software Exp	521-4394-0383	\$10,709.20	\$28,025.00	\$2,250.00	\$44,351.25	\$35,583.00
Licensing, Software & Maint	521-4394-0384	\$261,118.07	\$332,407.00	\$304,777.31	\$415,488.00	\$390,318.38



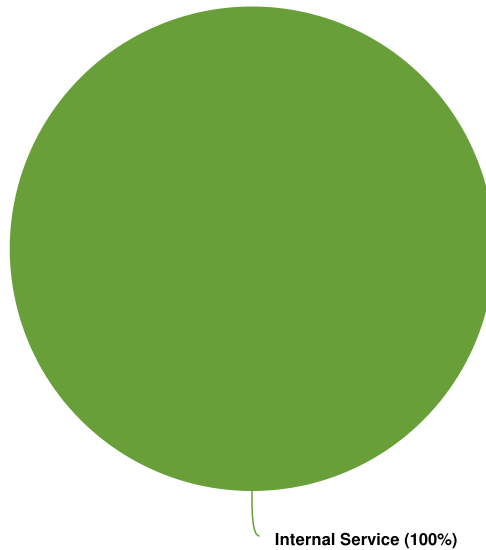
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Depreciation	521-4394-0499	\$16,081.38	\$0.00	\$36,014.77	\$0.00	\$0.00
Miscellaneous Exp	521-4394-0619	\$0.00	\$19,351.00	\$2,658.84	\$2,801.00	\$28,549.00
Salary/Benefit Allocation	521-4394-0801	\$6,555.00	\$7,992.05	\$9,954.99	\$7,992.05	\$9,954.99
Transfer to Other Funds	521-7999-0799	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Technology Maint & Repair:		\$708,672.42	\$728,535.07	\$658,104.80	\$906,233.38	\$973,651.25
Fleet Services						
Salaries & Wages, Regular	522-4550-0101	\$70,693.83	\$62,481.16	\$57,942.62	\$66,986.95	\$70,449.82
Overtime	522-4550-0102	\$3,177.40	\$1,485.00	\$659.86	\$1,999.51	\$1,016.10
Comp Time	522-4550-0103	\$2,841.13	\$150.00	\$241.44	\$421.19	\$0.00
Vacation Payout	522-4550-0104	\$0.00	\$0.00	\$9,049.71	\$423.46	\$0.00
Sick Leave Payout	522-4550-0105	\$0.00	\$0.00	\$10,138.03	\$0.00	\$0.00
Other Pay	522-4550-0109	\$2,727.48	\$15,372.27	\$0.00	\$0.00	\$0.00
Misc Insurance Premiums & Fees	522-4550-0210	\$297.06	\$279.88	\$330.01	\$223.54	\$0.00
Medical Premium Contribution	522-4550-0211	\$16,286.12	\$27,216.00	\$20,654.40	\$21,775.23	\$24,561.57
Dental Premiums	522-4550-0213	\$893.74	\$1,718.40	\$1,000.48	\$1,027.12	\$1,154.40
Vision Care	522-4550-0214	\$211.36	\$229.32	\$236.60	\$219.80	\$218.40
Pers	522-4550-0220	\$19,049.73	\$5,444.08	\$4,680.12	\$5,564.14	\$6,139.37
Workers' Comp Premium	522-4550-0231	\$1,130.25	\$1,061.51	\$1,097.60	\$1,452.70	\$1,482.72
FICA/Medicare	522-4550-0252	\$5,469.93	\$4,963.50	\$5,482.60	\$4,902.42	\$5,467.14
Professional Services	522-4550-0319	\$1,797.24	\$1,000.00	\$428.39	\$1,400.37	\$1,400.00
Equipment Repair & Maint	522-4550-0351	\$16,067.17	\$12,000.00	\$13,702.81	\$13,589.59	\$14,000.00
Vehicle Repair & Maint	522-4550-0352	\$56,778.29	\$75,000.00	\$73,013.60	\$70,000.00	\$45,000.00
Travel/Training Reimbursement	522-4550-0366	\$189.40	\$500.00	\$454.00	\$3,000.00	\$3,000.00
General Supplies	522-4550-0375	\$671.74	\$1,200.00	\$3,893.49	\$7,840.00	\$10,000.00
Small Tools & Equipment	522-4550-0381	\$530.50	\$600.00	\$591.44	\$1,000.00	\$1,000.00
Fuel & Lubricants	522-4550-0382	\$92,887.24	\$100,000.00	\$96,844.43	\$104,000.00	\$104,000.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Electric Charges	522-4550-0383			\$0.00	\$2,000.00	\$6,000.00
Depreciation Exp	522-4550-0499	\$110,391.00	\$0.00	\$164,086.11	\$0.00	\$0.00
Mis Expenditures	522-4550-0619	\$11,125.00	\$0.00	\$15,071.00	\$0.00	\$0.00
Machinery & Equipment	522-4550-0741	-\$22,249.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicles	522-4550-0742	-\$3,300.00	\$263,086.47	\$8,457.45	\$361,675.75	\$418,000.00
Salary/Benefit Allocation	522-4550-0801	\$16,226.21	\$11,879.00	\$14,583.51	\$16,226.21	\$16,226.00
Transfer to Other Funds	522-7999-0799	\$0.00	\$0.00	\$0.00	\$153,273.00	\$0.00
Total Fleet Services:		\$403,892.82	\$585,666.59	\$502,639.70	\$839,000.98	\$729,115.52
Total Internal Services Fund:		\$1,328,740.08	\$1,967,700.13	\$1,642,905.51	\$2,269,513.77	\$2,851,390.24

## Expenditures by Function

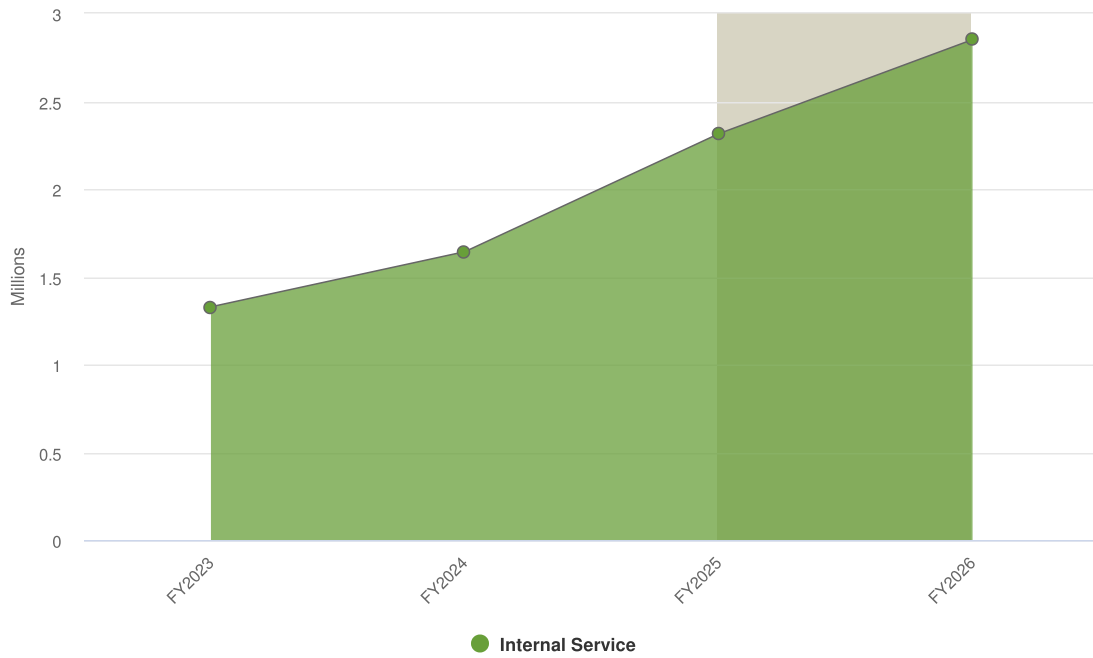
### Budgeted Expenditures by Function



Internal Service (100%)



## Budgeted and Historical Expenditures by Function



Grey background indicates budgeted figures.

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expenditures						
Internal Service						
Community Contributions						
PEG Operating Costs	521-4390-0623	\$525.76	\$0.00	\$0.00	\$0.00	\$0.00
Total Community Contributions:		\$525.76	\$0.00	\$0.00	\$0.00	\$0.00
Transfers between funds						
Transfers to Other Funds	520-7999-0799	\$0.00	\$510,000.00	\$247,094.64	\$274,859.13	\$998,625.00
Transfer to Other Funds	521-7999-0799	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Other Funds	522-7999-0799	\$0.00	\$0.00	\$0.00	\$153,273.00	\$0.00
Total Transfers between funds:		\$200,000.00	\$510,000.00	\$247,094.64	\$428,132.13	\$998,625.00
Maint & Repair						
Professional Services	520-4393-0319	\$0.00	\$15,000.00	\$8,050.00	\$26,862.50	\$32,000.00
Facilities Maint & Repair	520-4393-0353	\$22,469.16	\$22,500.00	\$20,341.76	\$22,967.50	\$12,000.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Depreciation-Facilities	520-4393-0499	\$6,800.00	\$0.00	\$7,084.33	\$0.00	\$0.00
Salary/Benefit Allocation	520-4393-0801	\$186,905.68	\$105,998.47	\$199,590.28	\$199,590.28	\$105,998.47
Total Maint & Repair:		\$216,174.84	\$143,498.47	\$235,066.37	\$249,420.28	\$149,998.47
Maint & Replacement						
Salaries & Wages, Regular	521-4394-0101	\$130,779.95	\$167,774.10	\$165,087.71	\$197,974.36	\$243,645.18
Overtime	521-4394-0102	\$37.14	\$1,053.25	-\$37.14	\$840.03	\$5,644.89
Comp Time Payout	521-4394-0103	\$1,541.62	\$877.71	\$635.84	\$3,067.93	\$4,032.06
Other Wages	521-4394-0109	\$280.00	\$360.00	\$520.12	\$1,250.01	\$1,300.00
Misc Insurance Premiums & Fees	521-4394-0210	\$242.46	\$654.66	\$703.62	\$562.69	\$200.00
Medical Premium Contribution	521-4394-0211	\$12,722.40	\$18,201.60	\$18,225.49	\$20,981.47	\$23,449.10
Dental Premiums	521-4394-0213	\$863.93	\$1,364.16	\$1,092.57	\$1,223.25	\$1,364.16
Vision Care	521-4394-0214	\$345.80	\$458.64	\$437.11	\$442.83	\$436.80
Pers	521-4394-0220	\$10,588.16	\$14,201.55	\$13,204.42	\$15,257.20	\$15,498.44
Workers' Comp Premium	521-4394-0231	\$2,495.63	\$2,850.37	\$2,947.28	\$9,478.26	\$4,707.11
FICA/Medicare	521-4394-0252	\$9,808.14	\$13,009.98	\$12,424.21	\$15,000.59	\$17,849.14
Professional Services	521-4394-0319	\$0.00	\$21,200.00	\$54,526.06	\$18,750.00	\$55,000.00
Equipment Repair & Maint	521-4394-0351	\$1,862.01	\$4,200.00	\$1,833.55	\$4,450.00	\$4,450.00
Training/Travel Reimbursement	521-4394-0366	\$2,666.42	\$4,260.00	-\$132.27	\$9,760.00	\$6,750.00
Small Tools & Equipment	521-4394-0381	\$5,955.00	\$5,000.00	\$2,482.81	\$7,000.00	\$7,000.00
Hardware Exp	521-4394-0382	\$33,494.35	\$85,294.00	\$28,497.51	\$129,562.46	\$117,919.00
Software Exp	521-4394-0383	\$10,709.20	\$28,025.00	\$2,250.00	\$44,351.25	\$35,583.00
Licensing, Software & Maint	521-4394-0384	\$261,118.07	\$332,407.00	\$304,777.31	\$415,488.00	\$390,318.38
Depreciation	521-4394-0499	\$16,081.38	\$0.00	\$36,014.77	\$0.00	\$0.00
Miscellaneous Exp	521-4394-0619	\$0.00	\$19,351.00	\$2,658.84	\$2,801.00	\$28,549.00
Salary/Benefit Allocation	521-4394-0801	\$6,555.00	\$7,992.05	\$9,954.99	\$7,992.05	\$9,954.99
Total Maint & Replacement:		\$508,146.66	\$728,535.07	\$658,104.80	\$906,233.38	\$973,651.25





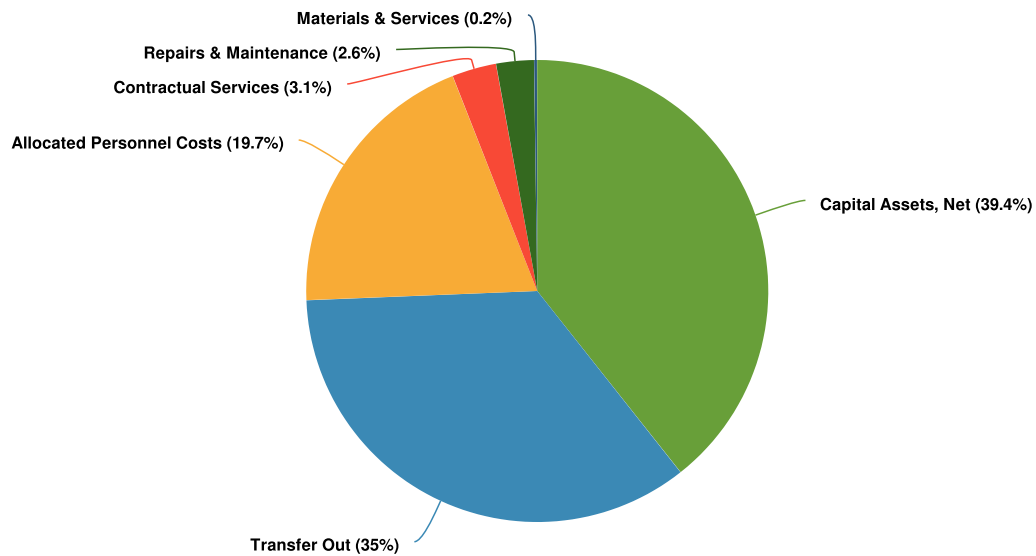
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Fleet Services						
Salaries & Wages, Regular	522-4550-0101	\$70,693.83	\$62,481.16	\$57,942.62	\$66,986.95	\$70,449.82
Overtime	522-4550-0102	\$3,177.40	\$1,485.00	\$659.86	\$1,999.51	\$1,016.10
Comp Time	522-4550-0103	\$2,841.13	\$150.00	\$241.44	\$421.19	\$0.00
Vacation Payout	522-4550-0104	\$0.00	\$0.00	\$9,049.71	\$423.46	\$0.00
Sick Leave Payout	522-4550-0105	\$0.00	\$0.00	\$10,138.03	\$0.00	\$0.00
Other Pay	522-4550-0109	\$2,727.48	\$15,372.27	\$0.00	\$0.00	\$0.00
Misc Insurance Premiums & Fees	522-4550-0210	\$297.06	\$279.88	\$330.01	\$223.54	\$0.00
Medical Premium Contribution	522-4550-0211	\$16,286.12	\$27,216.00	\$20,654.40	\$21,775.23	\$24,561.57
Dental Premiums	522-4550-0213	\$893.74	\$1,718.40	\$1,000.48	\$1,027.12	\$1,154.40
Vision Care	522-4550-0214	\$211.36	\$229.32	\$236.60	\$219.80	\$218.40
Pers	522-4550-0220	\$19,049.73	\$5,444.08	\$4,680.12	\$5,564.14	\$6,139.37
Workers' Comp Premium	522-4550-0231	\$1,130.25	\$1,061.51	\$1,097.60	\$1,452.70	\$1,482.72
FICA/Medicare	522-4550-0252	\$5,469.93	\$4,963.50	\$5,482.60	\$4,902.42	\$5,467.14
Professional Services	522-4550-0319	\$1,797.24	\$1,000.00	\$428.39	\$1,400.37	\$1,400.00
Equipment Repair & Maint	522-4550-0351	\$16,067.17	\$12,000.00	\$13,702.81	\$13,589.59	\$14,000.00
Vehicle Repair & Maint	522-4550-0352	\$56,778.29	\$75,000.00	\$73,013.60	\$70,000.00	\$45,000.00
Travel/Training Reimbursement	522-4550-0366	\$189.40	\$500.00	\$454.00	\$3,000.00	\$3,000.00
General Supplies	522-4550-0375	\$671.74	\$1,200.00	\$3,893.49	\$7,840.00	\$10,000.00
Small Tools & Equipment	522-4550-0381	\$530.50	\$600.00	\$591.44	\$1,000.00	\$1,000.00
Fuel & Lubricants	522-4550-0382	\$92,887.24	\$100,000.00	\$96,844.43	\$104,000.00	\$104,000.00
Electric Charges	522-4550-0383			\$0.00	\$2,000.00	\$6,000.00
Depreciation Exp	522-4550-0499	\$110,391.00	\$0.00	\$164,086.11	\$0.00	\$0.00
Mis Expenditures	522-4550-0619	\$11,125.00	\$0.00	\$15,071.00	\$0.00	\$0.00
Machinery & Equipment	522-4550-0741	-\$22,249.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicles	522-4550-0742	-\$3,300.00	\$263,086.47	\$8,457.45	\$361,675.75	\$418,000.00



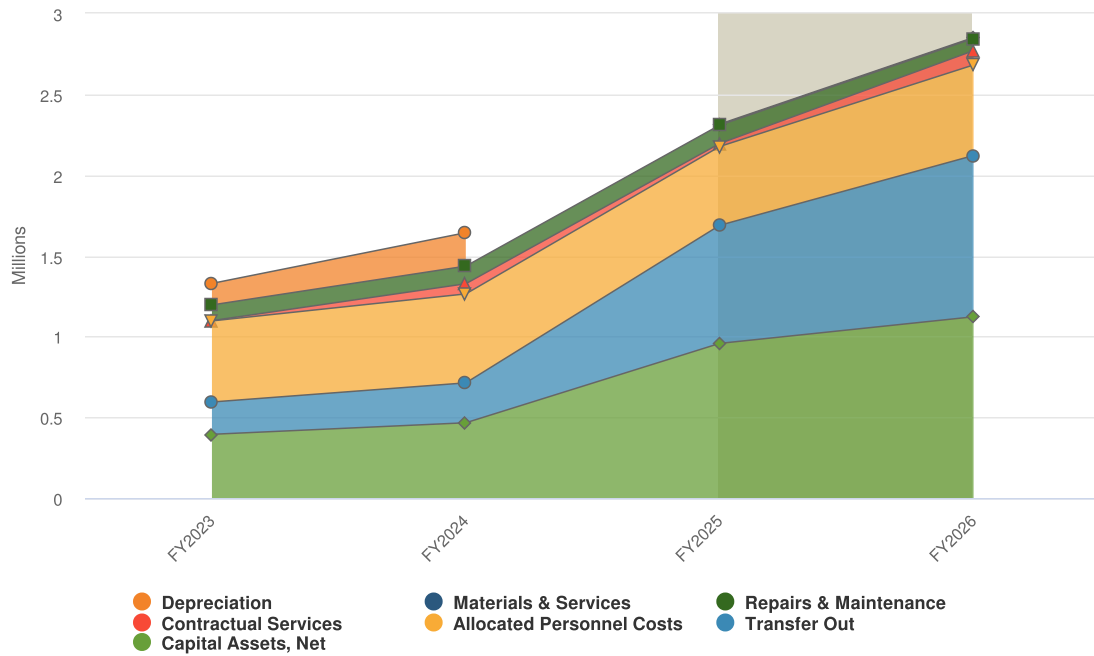
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Salary/Benefit Allocation	522-4550-0801	\$16,226.21	\$11,879.00	\$14,583.51	\$16,226.21	\$16,226.00
Total Fleet Services:		\$403,892.82	\$585,666.59	\$502,639.70	\$685,727.98	\$729,115.52
Total Internal Service:		\$1,328,740.08	\$1,967,700.13	\$1,642,905.51	\$2,269,513.77	\$2,851,390.24
Total Expenditures:		\$1,328,740.08	\$1,967,700.13	\$1,642,905.51	\$2,269,513.77	\$2,851,390.24

## Expenditures by Expense Type

### Budgeted Expenditures by Expense Type



## Budgeted and Historical Expenditures by Expense Type



Grey background indicates budgeted figures.

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects						
Materials & Services						
Electric Charges	522-4550-0383			\$0.00	\$2,000.00	\$6,000.00
Total Materials & Services:				\$0.00	\$2,000.00	\$6,000.00
Allocated Personnel Costs						
Salary/Benefit Allocation	520-4393-0801	\$186,905.68	\$105,998.47	\$199,590.28	\$199,590.28	\$105,998.47
Salaries & Wages, Regular	521-4394-0101	\$130,779.95	\$167,774.10	\$165,087.71	\$197,974.36	\$243,645.18
Overtime	521-4394-0102	\$37.14	\$1,053.25	-\$37.14	\$840.03	\$5,644.89
Comp Time Payout	521-4394-0103	\$1,541.62	\$877.71	\$635.84	\$3,067.93	\$4,032.06
Other Wages	521-4394-0109	\$280.00	\$360.00	\$520.12	\$1,250.01	\$1,300.00
Misc Insurance Premiums & Fees	521-4394-0210	\$242.46	\$654.66	\$703.62	\$562.69	\$200.00
Medical Premium Contribution	521-4394-0211	\$12,722.40	\$18,201.60	\$18,225.49	\$20,981.47	\$23,449.10
Dental Premiums	521-4394-0213	\$863.93	\$1,364.16	\$1,092.57	\$1,223.25	\$1,364.16



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Vision Care	521-4394-0214	\$345.80	\$458.64	\$437.11	\$442.83	\$436.80
Pers	521-4394-0220	\$10,588.16	\$14,201.55	\$13,204.42	\$15,257.20	\$15,498.44
Workers' Comp Premium	521-4394-0231	\$2,495.63	\$2,850.37	\$2,947.28	\$9,478.26	\$4,707.11
FICA/Medicare	521-4394-0252	\$9,808.14	\$13,009.98	\$12,424.21	\$15,000.59	\$17,849.14
Salary/Benefit Allocation	521-4394-0801	\$6,555.00	\$7,992.05	\$9,954.99	\$7,992.05	\$9,954.99
Salaries & Wages, Regular	522-4550-0101	\$70,693.83	\$62,481.16	\$57,942.62	\$66,986.95	\$70,449.82
Overtime	522-4550-0102	\$3,177.40	\$1,485.00	\$659.86	\$1,999.51	\$1,016.10
Comp Time	522-4550-0103	\$2,841.13	\$150.00	\$241.44	\$421.19	\$0.00
Vacation Payout	522-4550-0104	\$0.00	\$0.00	\$9,049.71	\$423.46	\$0.00
Sick Leave Payout	522-4550-0105	\$0.00	\$0.00	\$10,138.03	\$0.00	\$0.00
Other Pay	522-4550-0109	\$2,727.48	\$15,372.27	\$0.00	\$0.00	\$0.00
Misc Insurance Premiums & Fees	522-4550-0210	\$297.06	\$279.88	\$330.01	\$223.54	\$0.00
Medical Premium Contribution	522-4550-0211	\$16,286.12	\$27,216.00	\$20,654.40	\$21,775.23	\$24,561.57
Dental Premiums	522-4550-0213	\$893.74	\$1,718.40	\$1,000.48	\$1,027.12	\$1,154.40
Vision Care	522-4550-0214	\$211.36	\$229.32	\$236.60	\$219.80	\$218.40
Pers	522-4550-0220	\$19,049.73	\$5,444.08	\$4,680.12	\$5,564.14	\$6,139.37
Workers' Comp Premium	522-4550-0231	\$1,130.25	\$1,061.51	\$1,097.60	\$1,452.70	\$1,482.72
FICA/Medicare	522-4550-0252	\$5,469.93	\$4,963.50	\$5,482.60	\$4,902.42	\$5,467.14
Salary/Benefit Allocation	522-4550-0801	\$16,226.21	\$11,879.00	\$14,583.51	\$16,226.21	\$16,226.00
Total Allocated Personnel Costs:		\$502,170.15	\$467,076.66	\$550,883.48	\$594,883.22	\$560,795.86
Repairs & Maintenance						
Facilities Maint & Repair	520-4393-0353	\$22,469.16	\$22,500.00	\$20,341.76	\$22,967.50	\$12,000.00
Equipment Repair & Maint	521-4394-0351	\$1,862.01	\$4,200.00	\$1,833.55	\$4,450.00	\$4,450.00
Equipment Repair & Maint	522-4550-0351	\$16,067.17	\$12,000.00	\$13,702.81	\$13,589.59	\$14,000.00
Vehicle Repair & Maint	522-4550-0352	\$56,778.29	\$75,000.00	\$73,013.60	\$70,000.00	\$45,000.00
Total Repairs & Maintenance:		\$97,176.63	\$113,700.00	\$108,891.72	\$111,007.09	\$75,450.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Capital Assets, Net						
PEG Operating Costs	521-4390-0623	\$525.76	\$0.00	\$0.00	\$0.00	\$0.00
Training/Travel Reimbursement	521-4394-0366	\$2,666.42	\$4,260.00	-\$132.27	\$9,760.00	\$6,750.00
Small Tools & Equipment	521-4394-0381	\$5,955.00	\$5,000.00	\$2,482.81	\$7,000.00	\$7,000.00
Hardware Exp	521-4394-0382	\$33,494.35	\$85,294.00	\$28,497.51	\$129,562.46	\$117,919.00
Software Exp	521-4394-0383	\$10,709.20	\$28,025.00	\$2,250.00	\$44,351.25	\$35,583.00
Licensing, Software & Maint	521-4394-0384	\$261,118.07	\$332,407.00	\$304,777.31	\$415,488.00	\$390,318.38
Miscellaneous Exp	521-4394-0619	\$0.00	\$19,351.00	\$2,658.84	\$2,801.00	\$28,549.00
Travel/Training Reimbursement	522-4550-0366	\$189.40	\$500.00	\$454.00	\$3,000.00	\$3,000.00
General Supplies	522-4550-0375	\$671.74	\$1,200.00	\$3,893.49	\$7,840.00	\$10,000.00
Small Tools & Equipment	522-4550-0381	\$530.50	\$600.00	\$591.44	\$1,000.00	\$1,000.00
Fuel & Lubricants	522-4550-0382	\$92,887.24	\$100,000.00	\$96,844.43	\$104,000.00	\$104,000.00
Mis Expenditures	522-4550-0619	\$11,125.00	\$0.00	\$15,071.00	\$0.00	\$0.00
Machinery & Equipment	522-4550-0741	-\$22,249.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicles	522-4550-0742	-\$3,300.00	\$263,086.47	\$8,457.45	\$361,675.75	\$418,000.00
Total Capital Assets, Net:		\$394,323.68	\$839,723.47	\$465,846.01	\$1,086,478.46	\$1,122,119.38
Contractual Services						
Professional Services	520-4393-0319	\$0.00	\$15,000.00	\$8,050.00	\$26,862.50	\$32,000.00
Professional Services	521-4394-0319	\$0.00	\$21,200.00	\$54,526.06	\$18,750.00	\$55,000.00
Professional Services	522-4550-0319	\$1,797.24	\$1,000.00	\$428.39	\$1,400.37	\$1,400.00
Total Contractual Services:		\$1,797.24	\$37,200.00	\$63,004.45	\$47,012.87	\$88,400.00
Depreciation						
Depreciation-Facilities	520-4393-0499	\$6,800.00	\$0.00	\$7,084.33	\$0.00	\$0.00
Depreciation	521-4394-0499	\$16,081.38	\$0.00	\$36,014.77	\$0.00	\$0.00
Depreciation Exp	522-4550-0499	\$110,391.00	\$0.00	\$164,086.11	\$0.00	\$0.00
Total Depreciation:		\$133,272.38	\$0.00	\$207,185.21	\$0.00	\$0.00
Transfer Out						

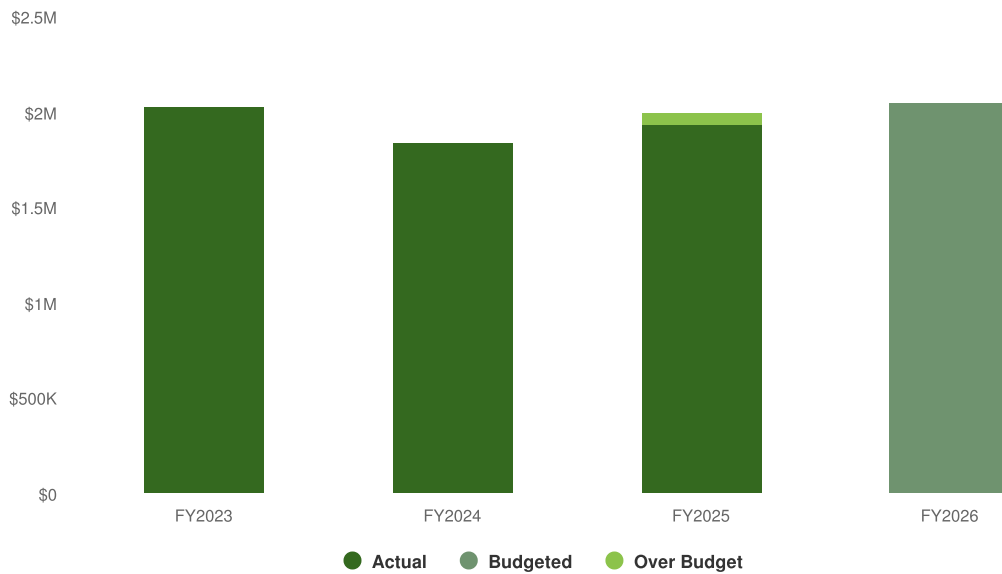


Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Transfers to Other Funds	520-7999-0799	\$0.00	\$510,000.00	\$247,094.64	\$274,859.13	\$998,625.00
Transfer to Other Funds	521-7999-0799	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Other Funds	522-7999-0799	\$0.00	\$0.00	\$0.00	\$153,273.00	\$0.00
Total Transfer Out:		\$200,000.00	\$510,000.00	\$247,094.64	\$428,132.13	\$998,625.00
Total Expense Objects:		\$1,328,740.08	\$1,967,700.13	\$1,642,905.51	\$2,269,513.77	\$2,851,390.24

## Revenues Summary

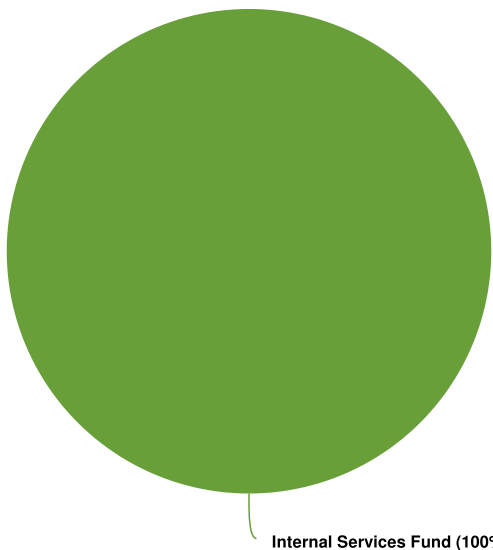
**\$2,049,068** **\$112,108**  
(5.79% vs. prior year)

### Internal Service Funds Proposed and Historical Budget vs. Actual

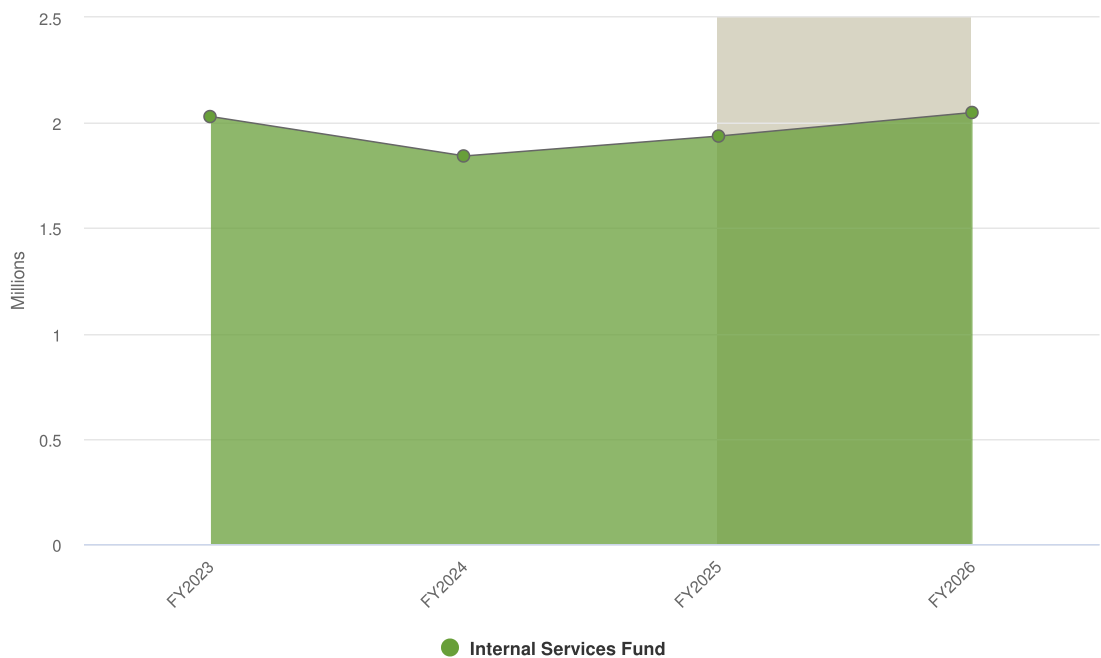


# Revenue by Fund

## 2026 Revenue by Fund



## Budgeted and Historical 2026 Revenue by Fund



Grey background indicates budgeted figures.

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Internal Services Fund						



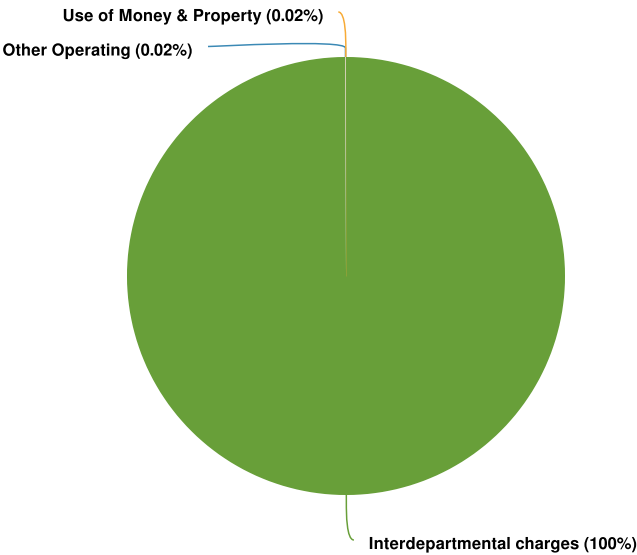
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Facilities Maint & Repair						
Allocation - Int Serv Fund	520-0000-3498	\$288,547.72	\$210,000.00	\$281,957.99	\$300,156.00	\$350,156.00
Interest Earned	520-0000-3611	\$16,216.21	\$500.00	\$26,363.64	\$1,000.00	\$500.00
Misc Revenues	520-0000-3998	\$0.00	\$0.00	\$134.54	\$0.00	\$0.00
Transfers from Other Funds	520-7999-7999	\$0.00	\$200,000.00	\$0.00	\$0.00	\$0.00
Total Facilities Maint & Repair:		\$304,763.93	\$410,500.00	\$308,456.17	\$301,156.00	\$350,656.00
Technology Maint & Repair						
Allocation - Int Serv Fund	521-0000-3498	\$577,971.86	\$612,088.00	\$645,744.75	\$924,371.00	\$924,371.00
Misc Revenue	521-0000-3998	\$135.00	\$6,884.00	\$225.00	\$112.50	\$0.00
Total Technology Maint & Repair:		\$578,106.86	\$618,972.00	\$645,969.75	\$924,483.50	\$924,371.00
Fleet Services						
Allocation - Int Serv Fund	522-0000-3498	\$962,994.48	\$479,513.00	\$642,264.85	\$773,541.00	\$773,541.00
Misc Revenue	522-0000-3998	\$196.81	\$5,000.00	\$0.00	\$500.00	\$500.00
Transfers from Other Funds	522-7999-7999	\$183,630.00	\$205,300.00	\$245,900.70	\$0.00	\$0.00
Total Fleet Services:		\$1,146,821.29	\$689,813.00	\$888,165.55	\$774,041.00	\$774,041.00
Total Internal Services Fund:		\$2,029,692.08	\$1,719,285.00	\$1,842,591.47	\$1,999,680.50	\$2,049,068.00



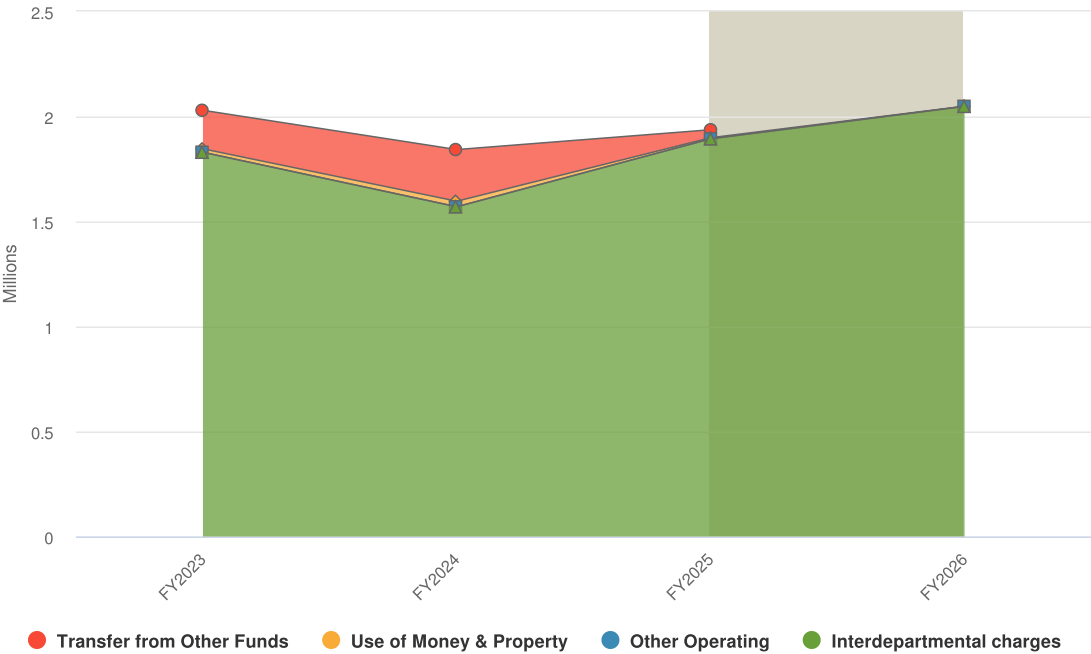


# Revenues by Source

## Projected 2026 Revenues by Source



## Budgeted and Historical 2026 Revenues by Source



Grey background indicates budgeted figures.

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue Source						

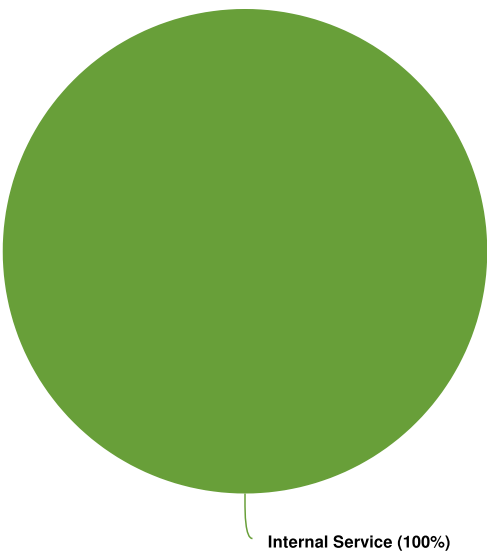


Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Use of Money & Property						
Interest Earned	520-0000-3611	\$16,216.21	\$500.00	\$26,363.64	\$1,000.00	\$500.00
Total Use of Money & Property:		\$16,216.21	\$500.00	\$26,363.64	\$1,000.00	\$500.00
Interdepartmental charges						
Allocation - Int Serv Fund	520-0000-3498	\$288,547.72	\$210,000.00	\$281,957.99	\$300,156.00	\$350,156.00
Allocation - Int Serv Fund	521-0000-3498	\$577,971.86	\$612,088.00	\$645,744.75	\$924,371.00	\$924,371.00
Allocation - Int Serv Fund	522-0000-3498	\$962,994.48	\$479,513.00	\$642,264.85	\$773,541.00	\$773,541.00
Total Interdepartmental charges:		\$1,829,514.06	\$1,301,601.00	\$1,569,967.59	\$1,998,068.00	\$2,048,068.00
Other Operating						
Misc Revenues	520-0000-3998	\$0.00	\$0.00	\$134.54	\$0.00	\$0.00
Misc Revenue	521-0000-3998	\$135.00	\$6,884.00	\$225.00	\$112.50	\$0.00
Misc Revenue	522-0000-3998	\$196.81	\$5,000.00	\$0.00	\$500.00	\$500.00
Total Other Operating:		\$331.81	\$11,884.00	\$359.54	\$612.50	\$500.00
Transfer from Other Funds						
Transfers from Other Funds	520-7999-7999	\$0.00	\$200,000.00	\$0.00	\$0.00	\$0.00
Transfers from Other Funds	522-7999-7999	\$183,630.00	\$205,300.00	\$245,900.70	\$0.00	\$0.00
Total Transfer from Other Funds:		\$183,630.00	\$405,300.00	\$245,900.70	\$0.00	\$0.00
Total Revenue Source:		\$2,029,692.08	\$1,719,285.00	\$1,842,591.47	\$1,999,680.50	\$2,049,068.00

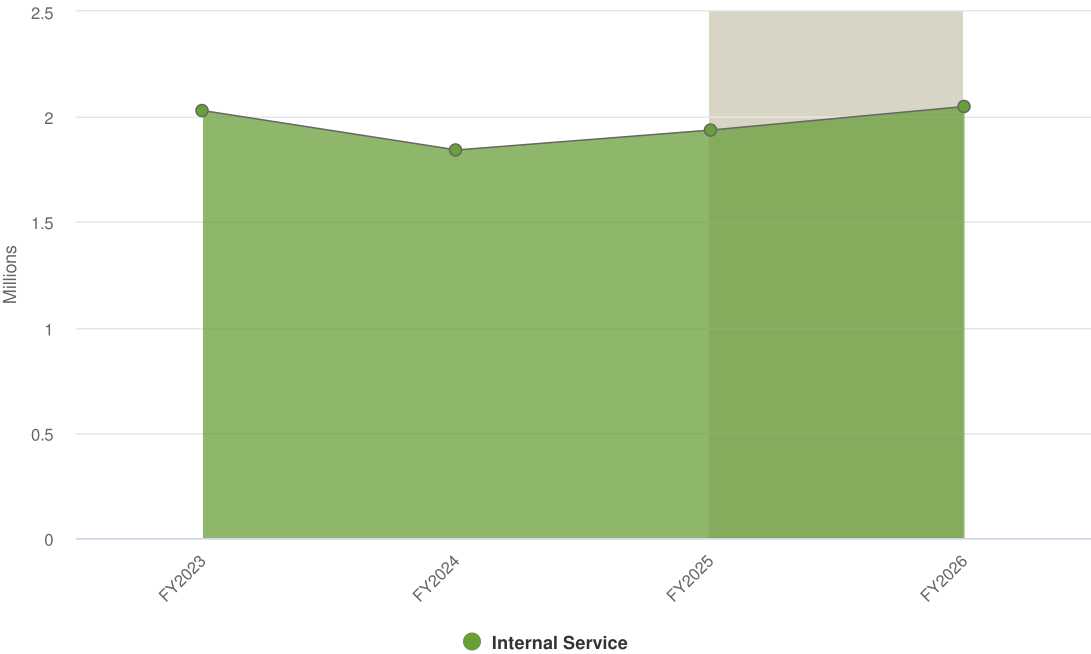


# Revenue by Department

## Projected 2026 Revenue by Department



## Budgeted and Historical 2026 Revenue by Department



Grey background indicates budgeted figures.

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue						



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Internal Service						
Non Departmental						
Allocation - Int Serv Fund	520-0000- 3498	\$288,547.72	\$210,000.00	\$281,957.99	\$300,156.00	\$350,156.00
Interest Earned	520-0000- 3611	\$16,216.21	\$500.00	\$26,363.64	\$1,000.00	\$500.00
Misc Revenues	520-0000- 3998	\$0.00	\$0.00	\$134.54	\$0.00	\$0.00
Allocation - Int Serv Fund	521-0000- 3498	\$577,971.86	\$612,088.00	\$645,744.75	\$924,371.00	\$924,371.00
Misc Revenue	521-0000- 3998	\$135.00	\$6,884.00	\$225.00	\$112.50	\$0.00
Allocation - Int Serv Fund	522-0000- 3498	\$962,994.48	\$479,513.00	\$642,264.85	\$773,541.00	\$773,541.00
Misc Revenue	522-0000- 3998	\$196.81	\$5,000.00	\$0.00	\$500.00	\$500.00
Total Non Departmental:		\$1,846,062.08	\$1,313,985.00	\$1,596,690.77	\$1,999,680.50	\$2,049,068.00
Transfers between funds						
Transfers from Other Funds	520-7999- 7999	\$0.00	\$200,000.00	\$0.00	\$0.00	\$0.00
Transfers from Other Funds	522-7999- 7999	\$183,630.00	\$205,300.00	\$245,900.70	\$0.00	\$0.00
Total Transfers between funds:		\$183,630.00	\$405,300.00	\$245,900.70	\$0.00	\$0.00
Total Internal Service:		\$2,029,692.08	\$1,719,285.00	\$1,842,591.47	\$1,999,680.50	\$2,049,068.00
Total Revenue:		\$2,029,692.08	\$1,719,285.00	\$1,842,591.47	\$1,999,680.50	\$2,049,068.00



## Facilities Repair & Maintenance



*The Facilities Repair & Maintenance Internal Service Fund accounts for all costs associated with the maintenance of public buildings, including preventative maintenance and ongoing maintenance. These services are primarily performed by the City's Public Works staff.*

The Public Works Department serves City staff and the community by maintaining and repairing public facilities. Examples of tasks include repair and maintenance of heating and ventilation systems, repair and maintenance of plumbing systems; upgrades to ensure reliable electrical power, replacement of plumbing fixtures, light fixtures, carpentry, roofing, flooring and painting.

### Strategic Goals and Objectives

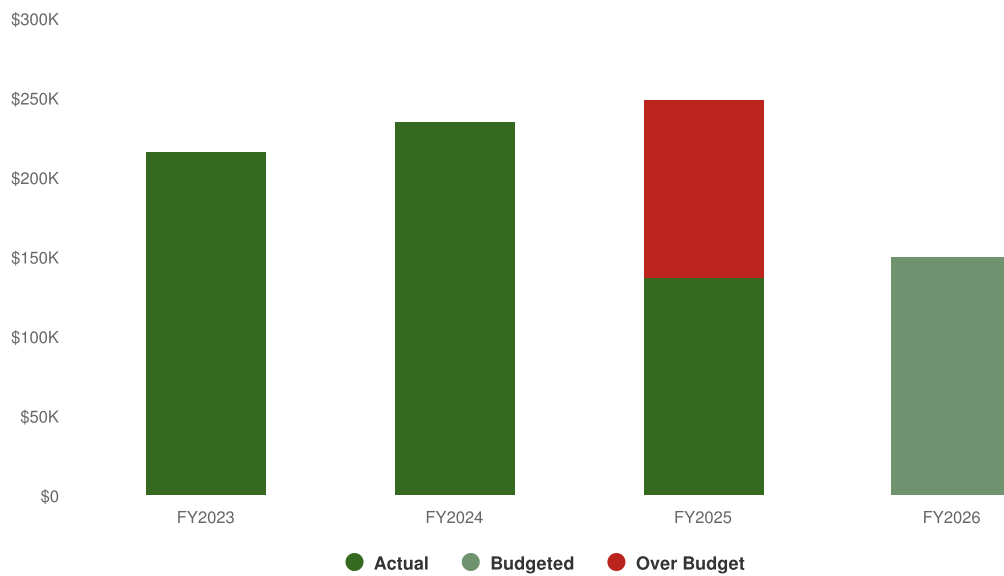
- The primary goal of the Public Works Department's Facilities Repair & Maintenance Internal Service Fund is to provide quality and efficient maintenance that fosters a safe and positive atmosphere for our employees and the citizens of Fort Bragg.
- Procure products and equipment that are safe to use and provide for long-term investment at a reasonable cost.
- Identify future needs and prioritize according to safety and available funding.
- Improve internal and external communications.
- Stay current with trends in technology.

## Expenditure Summary

According to the City's Fund Balance and Reserve Policy, the unrestricted fund balance is intended to help pre-fund large purchases and repairs and avoid big annual swings in funding needs. In FY 2024, the ISF- Fund balance will decrease from \$620K to under \$100K based on the Fund's Five-Year Financial Plan. The proposed Projects over the \$50K threshold are listed in the Capital Improvement Program which includes City Hall Roof \$175k, Guest House Rehabilitation \$110k, E.City Hall Rehabilitation & Stabilization Design \$250k.

**\$149,998** **\$13,500**  
(9.89% vs. prior year)

### ISF: Facilities Adopted and Historical Budget vs. Actual



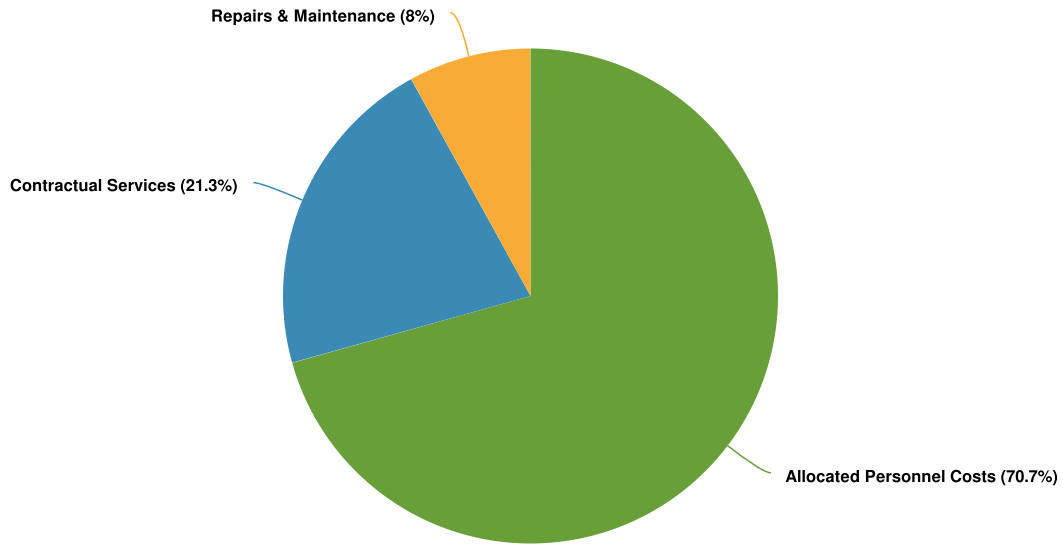
# Five Year Maintenance Plan

MAJOR PROJECTS/REPLACEMENTS									
	Notes	24/25	25/26	26/27	27/28	28/29	29/30	30/31	Total
<b>City Hall:</b>									
Flooring/ remodel		\$40,000							\$40,000
Paint	Exterior					\$60,000			\$60,000
Electric/Generator/ EV Charging Stations							\$20,000		\$20,000
Plumbing/Carpentry		\$32,000							\$32,000
HVAC	4 units		\$5,000						\$5,000
Roofing									\$0
ADA Doors								\$8,000	\$8,000
Electric Vehicle facility							\$15,000		\$15,000
	TOTAL City Hall	\$72,000	\$5,000	\$0	\$0	\$60,000	\$35,000	\$8,000	\$180,000
<b>City Hall East:</b>									
Electric									\$0
Lighting Gym									\$0
Doors	Double doors/heater room								\$0
Flooring	Hallway carpet	\$5,000							\$5,000
Roofing	Pool and offices								\$0
Bathrooms									\$0
Heaters	3 units				\$5,000				\$5,000
Pool	Incl structure								\$0
Fire Sprinkler System									\$0
	TOTAL City Hall East	\$5,000	\$0	\$0	\$5,000	\$0	\$0	\$0	\$10,000
<b>Fort Building:</b>									
Paint		\$10,000				\$0			\$10,000
	TOTAL Fort Building	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
<b>Town Hall:</b>									
Paint	Exterior								\$0
Bathrooms	Flooring/Fixtures/Misc								\$0
Carpentry	Dais/Cabinets			\$3,000					\$3,000
HVAC	Heater				\$6,000				\$6,000
Doors/Windows									\$0
Landscaping									\$0
	TOTAL Town Hall	\$0	\$0	\$3,000	\$6,000	\$0	\$0	\$0	\$9,000
<b>Guest House:</b>									
Paint							\$60,000		\$60,000
Carpentry/Windows/Siding/Fencing									\$0
Roofing									\$0
Foundation/Stain Glass Rehab/Sign									\$0
Walkways and Signage									\$0
	TOTAL Guest House	\$0	\$0	\$0	\$0	\$0	\$60,000	\$0	\$60,000
<b>Police Department:</b>									
Paint	Exterior/Interior								\$0
Electric	Generator Shed								\$0
HVAC	8 units								\$0
Roofing									\$0
Emergency Generator									\$0
	TOTAL Police Department	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Bainbridge Park:</b>									
Wiggly Giggly									\$0
Tennis/Basketball					\$35,000				\$35,000
	TOTAL Bainbridge Park	\$0	\$0	\$0	\$35,000	\$0	\$0	\$0	\$35,000
<b>Noyo Headlands Park:</b>									
Bathrooms	Hardware, locks, etc.	\$4,500			\$5,000			\$5,000	\$14,500
Equipment Rental		\$7,000							\$7,000
Fencing	Fence fabric	\$16,000				\$20,000			\$36,000
	TOTAL Noyo Headlands Park	\$27,500	\$0	\$0	\$5,000	\$0			\$57,500
<b>Pomo Bluffs Park:</b>									
Parking Lot	Resurface					\$40,000			\$40,000
Bathrooms	Roof/Bollards	\$10,000							\$10,000
	TOTAL Pomo Bluffs Park	\$10,000	\$0	\$0	\$0	\$40,000	\$0		\$50,000
<b>Noyo Beach:</b>									
General									\$0
	TOTAL Noyo Beach	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Harbor Lite Trail:</b>									
Trail									\$0
	TOTAL Harbor Lite Trail	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL MAJOR PROJECT FUNDING NEEDS:</b>		<b>\$124,500</b>	<b>\$5,000</b>	<b>\$3,000</b>	<b>\$51,000</b>	<b>\$100,000</b>	<b>\$95,000</b>	<b>\$8,000</b>	<b>\$411,500</b>



# Expenditures by Expense Type

## Budgeted Expenditures by Expense Type



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects						
Allocated Personnel Costs						
Salary/Benefit Allocation	520-4393-0801	\$186,906	\$105,998	\$199,590	\$199,590	\$105,998
Total Allocated Personnel Costs:		\$186,906	\$105,998	\$199,590	\$199,590	\$105,998
Repairs & Maintenance						
Facilities Maint & Repair	520-4393-0353	\$22,469	\$22,500	\$20,342	\$22,968	\$12,000
Total Repairs & Maintenance:		\$22,469	\$22,500	\$20,342	\$22,968	\$12,000
Contractual Services						
Professional Services	520-4393-0319	\$0	\$15,000	\$8,050	\$26,863	\$32,000
Total Contractual Services:		\$0	\$15,000	\$8,050	\$26,863	\$32,000
Depreciation						
Depreciation-Facilities	520-4393-0499	\$6,800	\$0	\$7,084	\$0	\$0
Total Depreciation:		\$6,800	\$0	\$7,084	\$0	\$0
Total Expense Objects:		\$216,175	\$143,498	\$235,066	\$249,420	\$149,998







# Technology Maintenance & Replacement



**Isaac Whippy**  
City Manager

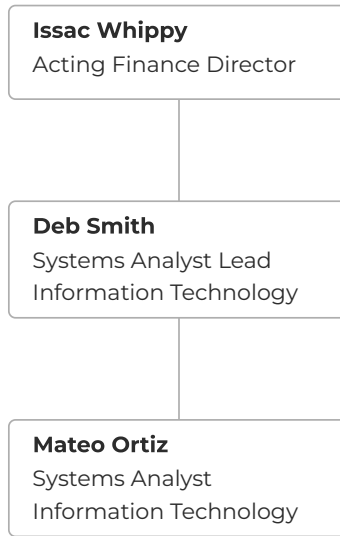
*The Technology Maintenance & Replacement Internal Service Fund, accounts for all costs associated with the internal computing and technological resources for all departments throughout the City.*

The Technology Maintenance & Replacement Internal Service Fund's costs include hardware, software, and service contracts associated with the City's computers and information technology infrastructure and personnel costs for the City's Information Technology division which resides in the Administrative Services Department. The Information Technology division is responsible for the following:

- Workstation administration
- Server administration
- Mobile Device Management
- Network infrastructure administration
- Layered CyberSecurity defense administration
- Physical Security Technology Administration
- Telecommunication administration and installations
- Cloud services assessment and support
- Software assessment, purchasing, and maintenance
- Administration, user support and maintenance of on-premise and cloud-based software services
- Asset tracking for IT equipment
- Social media and website maintenance
- Live streaming and AV production of City meetings
- AV Support for Town Hall Rentals
- Technical support for City/PD and other presenters at public meetings
- Public Wi-Fi administration and support
- Digital file archiving and distribution
- Public Access TV hardware allocation and administration

# Organizational Chart

## Information Technology



## Authorized FTE's

AUTHORIZED FTE	FY20	FY21	FY22	FY23	FY24	FY25
Information Technology	2	1	2	2	2.5	2.5



## **FY 2024/25 Top Accomplishments**

### **Communication:**

- Implemented paging capability within our telephone system for improved communication during emergencies.
- Completed detailed comparative analysis of top three website vendors for Cities, and chose new solution.
- Assisted in design and implementation of new online Facilities scheduling cloud-based system.
- In order to be able to continue broadcasting public meetings from Town Hall during construction, implemented temporary AV control room.
- Implemented improved public comment microphones at Town Hall, including one for the podium and a high performance, two wireless microphones system.
- Implemented improved assistive hearing system at Town Hall.
- Implemented high quality, high performance mixer to improve Town Hall public meeting audio both internally and streaming.
- Completed redesign and implementation of new AV control room components, cabling, etc. at Town Hall following construction.
- Assisted in the implementation of the new Fleet 3 AXON systems for Police Dept. patrol vehicles and bodycam integration.
- Facilitated alternative connectivity and communication methods for staff temporarily displaced during City Hall Flooring project.
- Due to loss of original vendor, re-implemented powerful Remote Monitoring and Management (RMM) system for all PC endpoints and Servers, thereby improving ability to communicate with employees about system issues they are experiencing, and resolve them real-time, remotely.

### **Data / Network Security:**

- Finished the implementation of Multi-Factor Authentication for all network remote access by staff or support personnel.
- After assisting with the installation process for the new facility security monitoring cameras and door controls at PD, completed the internal security controls, access groups, deployment to users, etc.
- Completed re-design and implementation of network and security controls at the Water Treatment Plant for increased security / isolation of control systems.
- Improved security of Microsoft infrastructure by moving our email from the MS Commercial Cloud to the MS Government Cloud.
- Improved security and interoperability by moving from old Microsoft Office versions to MS365.
- Implemented new email backup system as part of the Microsoft CommCloud to GovCloud move.
- Moved the City from the "fortbragg.com" email domain to the "fortbraggca.gov" email domain, thereby improving the public's ability to identify official, trusted information.
- Re-implemented previously setup layered email anti-malware / anti-phishing security systems in new MS tenant for new email domain.
- Began roll-out of new remote KVM system that greatly increases security for remotely accessing servers and network infrastructure devices.
- Continued roll-out of a Password Manager tool across the organization.
- Continued government-approved, cloud-based server backups, with secure isolation of data from malware such as ransomware.
- Continued to perform Penetration testing and Vulnerability scanning using automated tools so we can have visibility to previously hidden weaknesses and prioritize addressing them.
- Continued automated weekly email anti-"phishing" training campaigns via KnowBe4
- Continued automated quarterly CyberSecurity online training campaigns, also via KnowBe4.

### **Infrastructure & Services Performance and Resiliency:**

- Expanded use of Mobile Device Manager to ease the burden of managing mobile devices.
- Due to impending end of support from Microsoft for Windows 10 in Oct. 2025, and to save additional costs (as possible) due to price increases from expected tariffs, expedited replacement of additional Windows 10 PCs.
- Completed rollout of Toughbook Laptops to Police Department Patrol Vehicles that immediately enable personnel to access their Law Enforcement Records Management Suite (greatly improving efficiency and effectiveness in the field).
- Began roll-out of Read-Only Domain Controllers that greatly improve network access resiliency for employees at WT and WWT.
- Sorted and organized IT stores from multiple locations.
- Implemented 10G network switch to switch or switch to server connections where helpful and possible in the environment.



- Began project of improving network cabling infrastructure as part of the Town Hall remodel project by labeling cables, improving their organization and routing, and replacing due to age or incorrect lengths as needed.
- Continued the process of improving the network design and implementation to decrease single points of failure.
- Continued annual process of replacing poorest performing endpoint hardware with new replacements. Continued replacement of older, poor-performing monitors with new ones that greatly improve user ergonomics.
- Continued roll-out of hardware upgrades required to maximize internal LAN switch availability, and ability to prioritize Voice over IP traffic.

## **Performance/Workload Measures**

<b>Indicators</b>	<b>FY 2021/22</b>	<b>FY 2022/23</b>	<b>FY 2023/24</b>	<b>FY 2024/25</b>
<b>Views of Broadcasted meetings (via streaming provider)</b>	52782	9648	3424	6543
<b>FaceBook Followers / # Reached (total that viewed content)</b>	(N/A)	(N/A)	7591 / 125.1K	8063 / 692.1K
<b>Number of requests for repairs and/or technical assistance</b>	1,398	1,064	1128	1570
<b>Computer viruses blocked</b>	9,752	8173	(See below)	(See below)
<b>Threats blocked by Edge Firewalls (Critical through Medium)</b>	(N/A)	(N/A)	5550	(N/A)
<b>Threats blocked by Endpoint Protection Software</b>	(N/A)	(N/A)	169	339
<b>Threats blocked by Advanced Cloud Analytics</b>	(N/A)	(N/A)	(N/A)	82
<b>Spam messages blocked (by Email protection)</b>	197,728	148,679	27,761	24,571
<b>Phishing / Malware Threats blocked (by Email protection)</b>	(N/A)	(N/A)	3,457	4140





## **FY 2025/26 Top Priorities**

### **Communication:**

- Work with our chosen Government website vendor to create a new website that will focus on ease of use, accessibility, and security for residents and employees.
- Continue roll-out of our new excellent facilities scheduling solution to include CV Starr, and possibly certain park areas.
- Assess possible alternatives to Public meetings scheduling and streaming solutions.
- Assess possible alternatives to current Public Records Request software.

### **Data / Network Security:**

- Continue implementation at all sites of the ability to “see” all network traffic, and to automatically detect, report, and block many types of malware that might try to remain stealthy and move within the network.
- Complete implementation of the Password Manager for all staff that have a need for it. Continue increasing CV Starr network security by replacing all EOL hardware and systems.
- Implement feature available to us in our new RMM system to allow Contractor access to certain systems only, and track their access.
- Expand new internal WiFi system to CV Starr.
- Extend secure cloud backup services to CV Starr server.
- Continue to perform regular Penetration testing and Vulnerability scanning using automated tools so we can have visibility to previously hidden weaknesses and prioritize addressing them.
- Continue automated weekly email anti-“phishing” training campaigns via KnowBe4.
- Continue automated quarterly CyberSecurity online training campaigns, also via KnowBe4. Continue implementation of MFA where possible.

### **Infrastructure & Services Performance and Resiliency:**

- Continue eliminating single points of failure, as budgets and time allow.
- Continue project of improving network cabling infrastructure by adding organizational systems, and labeling all cables.
- Implement additional security and ease of use features of internal WiFi system.
- Continue annual process of replacing poorest performing endpoint hardware with new replacements.
- Continue replacement of older, poor-performing monitors with new ones that greatly improve user ergonomics.



## Expenditure Summary

The Information Technology (IT) FY 2025 Budget is set at \$748,000, representing a 2.7% increase from the prior fiscal year. This budget includes the addition of a part-time employee (less than a 1,000 hours) to help the department manage the growing number of support tickets, increased employee count, and rising demands.

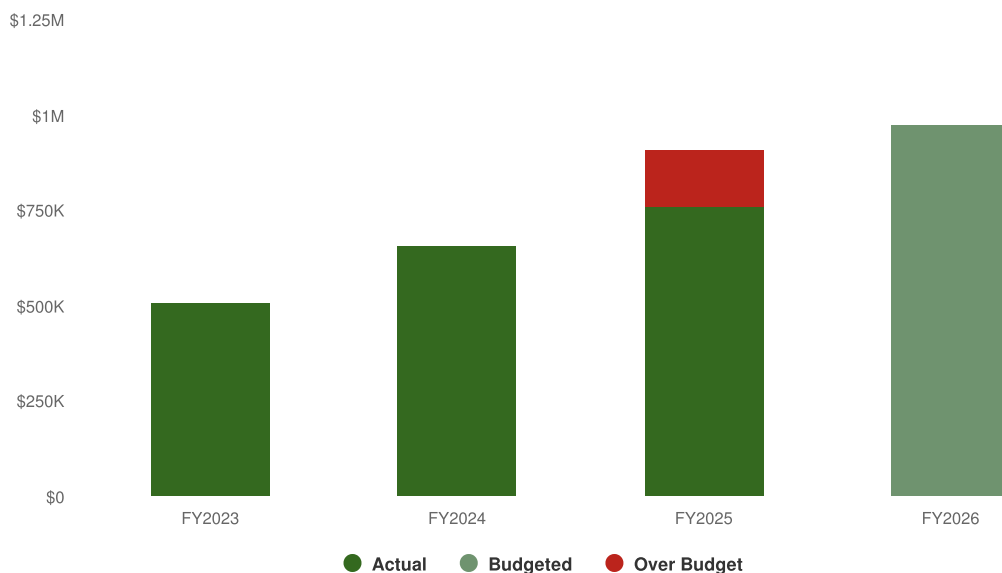
In FY 2022-23, the City implemented various upgrades to Network Systems, Office 365, and Firewalls in response to the escalating global cyber threats targeting organizations of all sizes. These necessary deferred upgrades have contributed to the year-over-year increase in the IT budget, which is essential for maintaining secure and resilient operations in the current environment. The adopted budget for FY 2025 will prioritize data and network security, infrastructure and service performance, resiliency, and communications.

The non-personnel costs in the IT budget for FY 2025 are \$509,837, remaining unchanged from the prior year. According to the City's Fund Balance and Reserve Policy, the unrestricted fund balance in the Technology Maintenance & Replacement Internal Service Fund is designed to pre-fund large purchases and repairs, helping to avoid significant annual fluctuations in funding needs. By the end of FY 2025, the fund balance is estimated to be under \$9,000, based on the Fund's 5-year plan and the substantial increases in operating expenditures during the last fiscal year.

Through these strategic investments, the City aims to bolster its IT infrastructure, ensuring robust, secure, and efficient operations that can meet the evolving needs of the community and its employees.

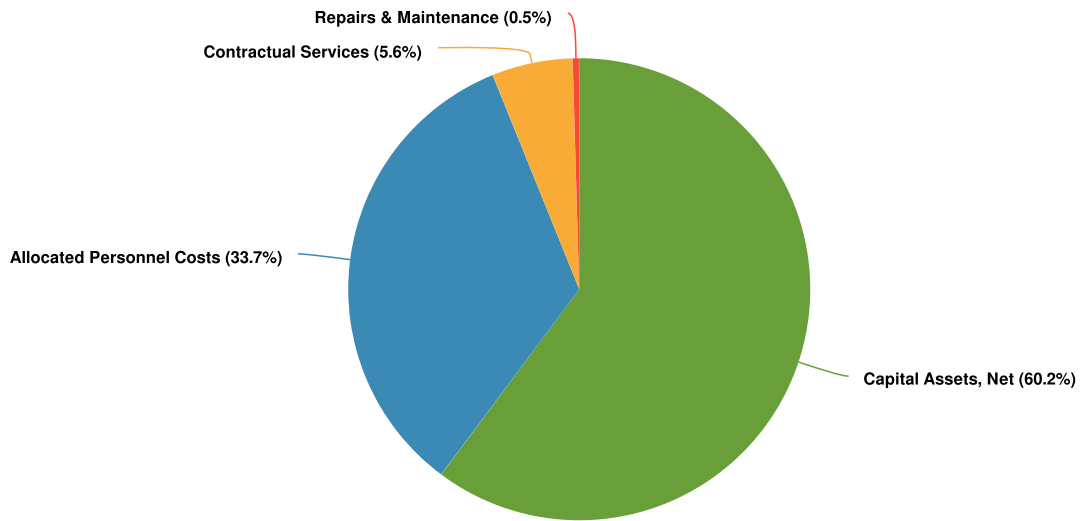
**\$973,651** **\$214,850**  
(28.31% vs. prior year)

### ISF: Information Technology (IT) Proposed and Historical Budget vs. Actual

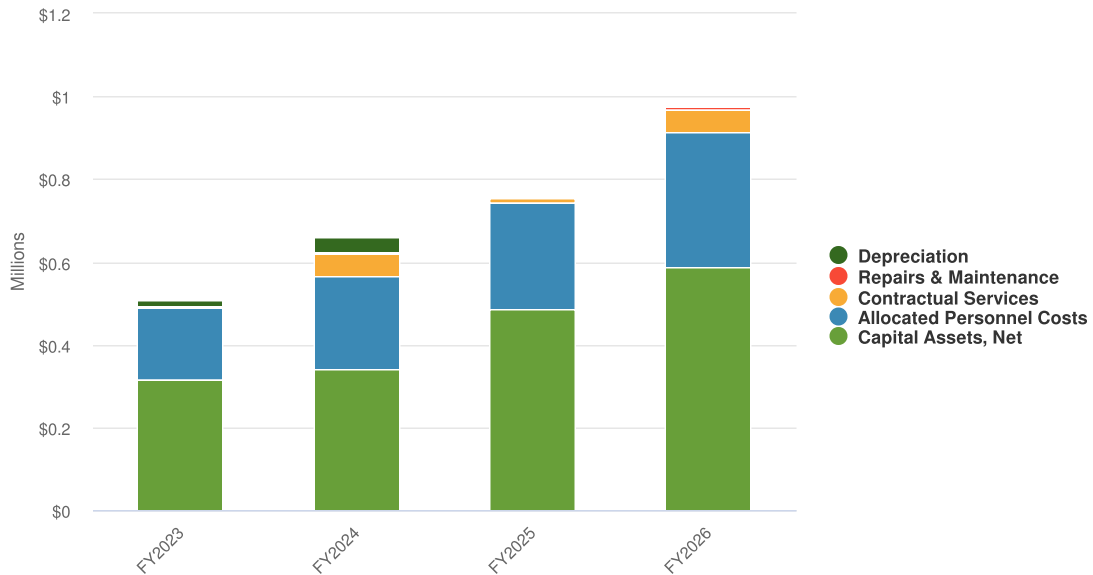


# Expenditures by Expense Type

## Budgeted Expenditures by Expense Type



## Budgeted and Historical Expenditures by Expense Type



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects					
Allocated Personnel Costs					
Salaries & Wages, Regular	521-4394-0101	\$130,780	\$165,088	\$197,974	\$243,645
Overtime	521-4394-0102	\$37	-\$37	\$840	\$5,645





Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Comp Time Payout	521-4394-0103	\$1,542	\$636	\$3,068	\$4,032
Other Wages	521-4394-0109	\$280	\$520	\$1,250	\$1,300
Misc Insurance Premiums & Fees	521-4394-0210	\$242	\$704	\$563	\$200
Medical Premium Contribution	521-4394-0211	\$12,722	\$18,225	\$20,981	\$23,449
Dental Premiums	521-4394-0213	\$864	\$1,093	\$1,223	\$1,364
Vision Care	521-4394-0214	\$346	\$437	\$443	\$437
Pers	521-4394-0220	\$10,588	\$13,204	\$15,257	\$15,498
Workers' Comp Premium	521-4394-0231	\$2,496	\$2,947	\$9,478	\$4,707
FICA/Medicare	521-4394-0252	\$9,808	\$12,424	\$15,001	\$17,849
Salary/Benefit Allocation	521-4394-0801	\$6,555	\$9,955	\$7,992	\$9,955
Total Allocated Personnel Costs:		\$176,260	\$225,196	\$274,071	\$328,082
Repairs & Maintenance					
Equipment Repair & Maint	521-4394-0351	\$1,862	\$1,834	\$4,450	\$4,450
Total Repairs & Maintenance:		\$1,862	\$1,834	\$4,450	\$4,450
Capital Assets, Net					
Training/Travel Reimbursement	521-4394-0366	\$2,666	-\$132	\$9,760	\$6,750
Small Tools & Equipment	521-4394-0381	\$5,955	\$2,483	\$7,000	\$7,000
Hardware Exp	521-4394-0382	\$33,494	\$28,498	\$129,562	\$117,919
Software Exp	521-4394-0383	\$10,709	\$2,250	\$44,351	\$35,583
Licensing, Software & Maint	521-4394-0384	\$261,118	\$304,777	\$415,488	\$390,318
Miscellaneous Exp	521-4394-0619	\$0	\$2,659	\$2,801	\$28,549
Total Capital Assets, Net:		\$313,943	\$340,534	\$608,963	\$586,119
Contractual Services					
Professional Services	521-4394-0319	\$0	\$54,526	\$18,750	\$55,000
Total Contractual Services:		\$0	\$54,526	\$18,750	\$55,000
Depreciation					
Depreciation	521-4394-0499	\$16,081	\$36,015	\$0	\$0
Total Depreciation:		\$16,081	\$36,015	\$0	\$0
Total Expense Objects:		\$508,147	\$658,105	\$906,233	\$973,651



## Expenditures by Function

The proposed FY 2025 budget for the Information Technology (IT) Department is \$973,651, representing a 7.4% increase from the prior fiscal year. This increase is primarily attributed to a 23% rise in salaries and wages, reflecting the addition of a part-time IT Technician. This new position is essential to address the growing volume of support tickets and technical assistance requests across City operations—including CV Starr, City Hall, the Police Department, Corporation Yard, and the Wastewater Treatment Plant—while ensuring timely response to ongoing technology upgrades and cybersecurity needs.

While staffing costs have increased, notable reductions are seen in other expenditure categories. Software expenses are projected to decrease by 9%, and hardware costs are expected to decline by 19.8%, due to the completion of several one-time upgrades in the prior fiscal year.

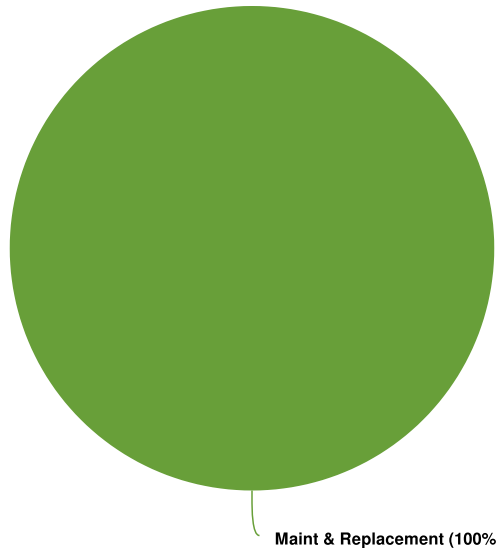
In addition to the General Fund allocations, the City Council has approved \$110,000 for technology upgrades from ARPA Funding, held in a dedicated technology reserve fund to support strategic investments.

Key IT projects and expenditures for FY 2025 include:

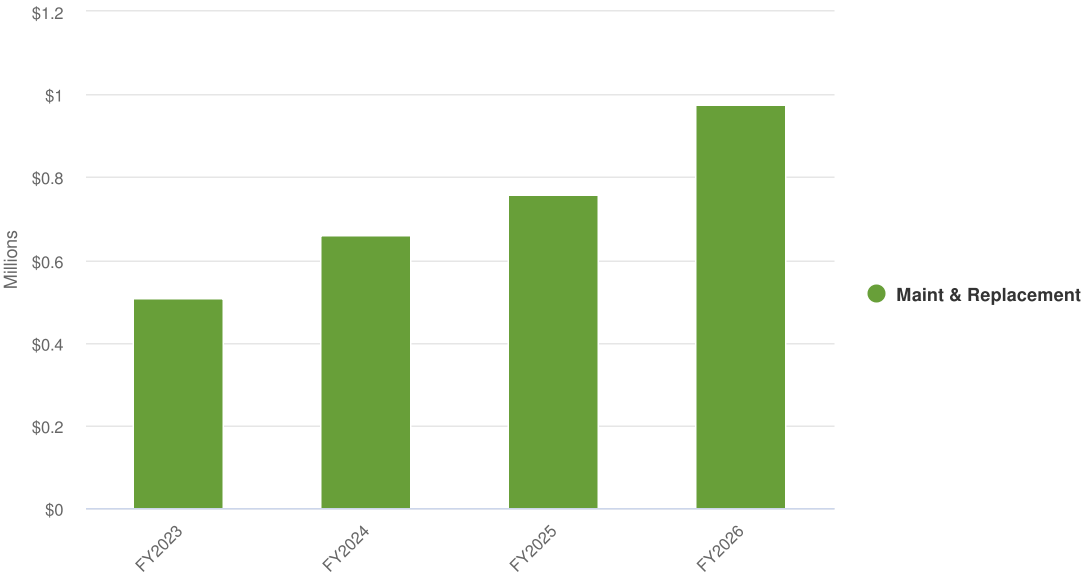
- \$30,000 investment in new Business License software
- Website upgrade and redesign
- \$30,000 for user workstation replacements to maintain current hardware standards
- Three-year renewal of KnowBe4, the City's cybersecurity awareness and training platform
- \$25,000 Cisco Capital lease to support ongoing network and infrastructure improvements
- Ongoing subscription services for essential cloud-based and enterprise applications
- 

These investments support the City's commitment to improving digital infrastructure, maintaining cybersecurity readiness, and delivering responsive and efficient internal services.

### Budgeted Expenditures by Function



Budgeted and Historical Expenditures by Function



Information Technology Maintenance & Repair Internal Service Fund Detail						
	DEPT	FY 23-24 BUDGET	FY 24/25 Proposed Budget	FY 25-26 Proposed Budget	FY 26-27 Projected Budget	FY 27-28 Projected Budget
Cisco Capital and Port 53 for endpoint security licensing & monitoring	ALL	\$ 18,139	\$ 18,139	\$ 19,407	\$ 19,407	\$25,000
Cisco XDR Security Dashboard Subscription (through Port53)	ALL		\$ 5,800	\$ 4,877	\$ 4,877	\$ 4,950
CDO-Cisco Firewall Cloud Management	IT	\$ 2,041	\$ 679	\$ 713	\$ 749	\$ 787
MCN/AT&T - Fusion Internet at CH	ALL	\$ 1,907	2086	\$ 2,088.00	2297	2526
Springbrook Maintenance Contract Due July 1	ALL	\$ 40,000	\$ 25,860	\$ 46,000	\$ 50,600	\$ 55,660
Auto CAD Subscription Due in October	PW	\$ 3,700	\$ 3,836	\$ 4,009	4,220	4,409
Parcel Quest	CDD	\$ 5,000	5,997	6,297	6,612	6,942
ClearGov Budget Software	Finance	\$ 27,000	\$ 15,000	\$ 15,000	\$ 8,930	\$ 9,377
PD IBM Maintenance TracNet	PD	\$ 17,976	18,875	19,819	20,810	21,851
TracNet IBM Server Maintenance (Previous: DLB Associates)	PD	\$ 3,450	2,710	2,845	2,988	3,137
Avanan / Checkpoint Spam / Malware Email Filter (was App River)	ALL	\$ 5,520	\$ 2,984	\$ 3,750	3,938	4,134
Granicus Annual Maintenance Website and Gov Message	CityCouncil	\$ 18,791	\$ 19,730	\$ 18,402		
Granicus Legistar	CityCouncil			\$ 11,800	12,761	13,399
Granicus govAccess - Website Maint. Hosting & Lic - Core	CityCouncil			\$ 2,500		
Granicus GovMeetings Live Cast	CityCouncil	\$ 3,787		3,010	3,161	3,319
Granicus Live Cast Encoding SW	CityCouncil			1750	1838	1929
Revize CFB Web Site	ALL			16,709	16,709	16,709
Govenda (or other) Agenda etc. cloud / app subscription	CityCouncil		11,500		12,500	13,000
Schedule Anywhere - PD Maintenance	PD	\$ 600				
PD PACE Scheduling s/w	PD				5,000	
Adobe Enterprise agreement	ALL	\$ 4,000	5,241	5,248	5,511	5,786
PD - Training TMS Annual Fees	PD	\$ 2,400				
Code Publishing Company - Muni Code	City Clerk	\$ 2,500	2,500	7,000	6,500	6,500
ESRI - ARC GIS concurrent users	CDD	\$ 2,500	4,936	4,000	4,200	4,410
BlueBeam software	PW & CDD	\$ 1,150	\$ 1,500	\$ 2,576	2,704	2,840
Knowbe4	ALL			4,316	4,532	4759
1Password - Password Manager	ALL	\$ 1,200	\$ 2,589	\$ 5,465	\$ 5,738	\$ 6,025
Munimatrix Maintenance Due annually on July 28 / Papervision	City Clerk	\$ 4,740	4,740	4,977	4,977	5,226
Comcast For City at PD MDF	ALL	\$ 5,000	4,866	4,866	4,866	4,866
Comcast Town Hall	CityCouncil	\$ 1,604	\$ 1,604	\$ 1,604	\$ 1,700	\$ 1,700
Comcast WT/CY Internet / VPN to PD	PW	\$ 2,667	2,667	2,650	2,650	2,650
PD Netmotion	PD	\$ 1,525				
PD Netmotion Server	PD					
MCN - Fortbragg.com registration	ALL	\$ 240	60	240	240	240
PD - CommSys CLIPs Annual Maintenance	PD	\$ 1,001	\$ 1,001	\$ 1,042	\$ 1,083	\$ 1,024
Next Request - PRA S/W	City Clerk	\$ 4,850	6,146	6,333	6,650	6,982
Digicert - Organization-wide wildcard SSL Certificate	IT	\$ 600	916	2,166	2,382	2,621
StarLink @PD for CFB, and Starlink Roaming for Emergencies	ALL	\$ 7,320	7,800	7,800	7,800	7,900
Zoom	ALL	\$ 816	\$ 853	\$ 867	\$ 870	\$ 880
Windows 365-Emails	ALL					
Archive Social (Social media archiving for PRA)	City Clerk	\$ 5,990				
PageFreezer (Social media archiving for PRA)	City Clerk		4,463	14,200		
Druva - Backup System - Cloud back ups	ALL	\$ 7,666	7,666	8,244	8,491	8,746
Net-File FPCC 700 Filing - City Clerk	City Clerk	\$ 2,900	3,045	2,900	2,900	3,525
New Kiosk - (Was Connected sign)	City Clerk	\$ 3,500	\$ 3,500	\$ 3,500	\$ 250	\$ 250
Cisco Firewall Threat Defense Licensing & VPN Licensing	ALL	\$ 2,671	7,746	8,132	8,540	8,966
Cisco SmartNet Maintenance Contract & VPN -Firewalls	ALL	\$ 1,600	1,965	2,062	2,165	2,274
DUO Multifactor Authentication	IT	\$ 1,710	1,800	3,742	3,929	4,126
Cloud-based Infrastructure Device Logs retention	IT	\$ 11,379	12,289	12,289	12,289	12,289
vPen Testing annual software	IT	\$ 7,500	7,500	7,500	7,500	7,500
Cisco LAN Switches Licensing and SmartNet (Maintenance)	ALL	\$ 13,855	13,855	13,855	\$34,332	8,849
CV Starr Cisco LAN Switches Licensing and SmartNet (Maintenance)	CVStarr		\$11,969.00			13,405
Cisco Wireless Access Points Internal Network Maintenance	ALL		773.00	5,720.00		800.00
Docusign	City Clerk	\$ 1,725	1,725	3,333	3,499	3,674
Nor-Cal Telephone Repair Service	ALL	\$ -				
Telephone System Licensing & Maintenance	ALL	\$ 12,240	2,610	2,610	500	500
Ninja RMM (was TeamViewer)	IT	\$466.80	\$3,000.00	\$3,308.00	\$3,473.00	\$3,467.00
Zoho IT Ticketing system	IT		\$624.00	\$840.00	\$840.00	840
Mailgun	ALL	1,080	1,080	420	420	420
Trello Project Tracking	IT	\$ 120	\$ 120	\$ 120	120	120
MCN/AT&T Internet at CV Starr	ALL					
MDM - Mobile Device Manager	IT	\$5,300	\$1,650	\$1,539	\$1,647	\$1,762
Verkada Door Access Control Install & 10-Yr Licensing - TH	All		\$50,484	\$8,997		
Verkada Door Access Control Install & 10-Yr Licensing - CH	All		\$50,484			
Verkada Additional Cameras Install & Licensing - TH, GYM	TH					
Verkada Additional Cameras Install & Licensing - CH	IT					
Grammarly	HR			144	\$144	\$144
NeoGov	HR		\$15,941	16738	\$17,574	\$18,454
<b>Sub-total- Software/Hardware Support Maintenance</b>		<b>\$ 271,727</b>	<b>\$ 384,904</b>	<b>\$ 360,318</b>	<b>\$ 348,413</b>	<b>\$ 351,649</b>



Miscellaneous Small Tools - Cables, batteries, tools, ect.)		IT	\$ 5,000	7,000	7,000	5,500	5,750
<b>Sub-total- Small Tools &amp; Equipment</b>			<b>\$ 5,000</b>	<b>\$ 7,000</b>	<b>\$ 7,000</b>		
UPS Batteries		IT	\$ 500	750	750	750	1,000
Network Cabling		IT	\$ 1,500	1,500	1,500	1,500	1,500
Charging cables and bricks		IT	\$ 200	200	200	200	200
Video Cards /Boards Cameras		IT	\$ 2,000	2,000	2,000	2,000	2,000
<b>Sub-total- Equipment Repair</b>			<b>\$ 4,200</b>	<b>\$ 4,450</b>	<b>\$ 4,450</b>	<b>\$ 4,450</b>	<b>\$ 4,700</b>
<b>Hardware</b>							
IT Office Flooring Repair							
IT Office Ergonomic improvements							
User WorkStation Replacement		ALL	\$ 18,000	\$ 40,500	\$ 45,000	30,000	32,000
Laptops		ALL	\$ 1,800	\$ 7,500	4,000	4,100	4,200
User Monitor Replacements		ALL	\$ 3,600	3,750	3,500	3,750	4,000
Plotters/Printers		ALL	\$ 2,000	1,000	1,000	1,250	1,250
iPads for Council/Planning Commission		CityCouncil	\$ -	400	400	500	500
Granicus Encoder New		CityCouncil	\$ -				
TownHall Cables		CityCouncil	\$ 600	500	500	600	600
55 Inch Monitor for WWTF SCADA		PW	\$ -				1,200
Security Cameras - BBP		PW					
SCADA Computer with Video Cards		PW				3,500	
Security Camera Monitoring for CH		IT					
Public Use Kiosk PC, Monitor, SW, etc.		CityClerk	\$ -	4,000	4,000	250	250
Wireless Access Points Internal Network		CV Starr	\$ -	3,572	-		
Mixing board Town Hall		CityCouncil	\$ -				
HyperV Server		ALL					
Microphone Equipment		CityCouncil	\$ 2,000	1,200	1,200	1,500	1,500
Environmental Controls and Racking equipment / parts		IT	\$ 500	500	500	500	500
Email Server Dell R730 Hyper V		ALL					
UPS for CH and CVStarr server rooms		ALL	\$ 7,000	3,700	7,000	3,700	
Replace all EOL LAN switches with New models			\$ 15,929	31,574	-		
Replacement and new Firewall		IT	\$ -		-		
New Backup Harddrives		IT	\$ -		-		
PD - UPD Connection		PD					
Phones and Headsets		All	\$ 400	800	600	600	800
Verkada Door Access Control H/W - CH, TH		CH, TH		\$ 32,270	32,270.00		
Verkada Cameras H/W - TH, GYM		TH			17,949.00		
Verkada Additional Cameras H/W - CH		IT					
<b>Sub-total- Hardware</b>			<b>\$ 51,829</b>	<b>\$ 131,266</b>	<b>\$ 117,919</b>	<b>\$ 50,250</b>	<b>\$ 46,800</b>
Windows Server Software 2022		ALL	\$ 24,025	13,500	-		25,000
Windows 11 Pro OS		ALL	\$ 4,000				
Office Standard 80 @ 239		ALL					
MS 365		ALL	\$28,080	\$33,200	35583	\$36,651	\$37,750
<b>Sub-total- Software</b>			<b>\$ 56,105</b>	<b>\$ 46,700</b>	<b>\$ 35,583</b>	<b>\$ 36,651</b>	<b>\$ 62,750</b>
Storm Wind - Distance Learning		IT	\$ -	3,500	490	3,070	
Training/Travel		IT	\$ 4,000	\$ 6,000	\$ 6,000	\$ 6,500	\$ 6,500
MISAC Fee		IT	\$ 260	260	260	260	260
<b>Sub-total- Training &amp; Conference</b>			<b>\$ 4,260</b>	<b>\$ 9,760</b>	<b>\$ 6,750</b>	<b>\$ 9,830</b>	<b>\$ 6,760</b>
13DB Antenna		IT					
Wireless station		IT					
Equipment repair		IT					
ESTIMATE to replace /upgrade Public WiFi for all of downtown		IT					
<b>Sub-total- Public Wi-Fi</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	521-4394-0319						
NIST 800-171 & Other Security Consultants		IT	\$ 45,000	\$ 10,000	\$ 45,000	\$ 10,000	\$ 10,000
Unexpected Consultancy		IT	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
<b>Sub-total- Professional Services</b>			<b>\$ 50,000</b>	<b>\$ 20,000</b>	<b>\$ 55,000</b>	<b>\$ 20,000</b>	<b>\$ 20,000</b>
(continued, next page)							



Treatment SCADA Systems (was "upgrade to 64 bit")		PW		10,000	10,000		
Rexel WT Rockwell S/W SCADA Systems support / maintenance		PW		665	665	700	700
Dude Solutions (DBA: Brightly) Maint Software - Asset Essentials		PW	\$ 6,000	6,000	4,313	4,500	4,600
PW field Laptops / Toughbooks		PW	\$ 3,500		-		3,500
DownHome Loan Manager (FIN-CDBG Funds-cloud service)		Finance		1,458	1,750	2,100	2,519
Water Treatment iPad / iPhone Covers		PW			100	120	250
Public Works Phone Covers		PW		25	25	30	30
PD Smart Phone Covers		PD		50	50	60	60
Part Time AV Tech PEG Work (see Payroll)		PEG		25,291	26,050	26,050	26,831
Part Time IT Tech -- PC focused		ALL					
AT&T T1 ==> Fiber UPD Dispatch to Ukiah Sheriff's Office		PD		4,444	5,942	5,942	5,942
Granicus Code Enforcement annual subscription		PD		3,780			
PD APBnet-TRAK-CriticalReach- Crime Bulletin Software		PD	\$ 600	600	275	300	325
PD Idemia Live Scan Machine SYSTEM PAID FOR WITH AF FUNDS		PD	\$ 3,600	3,600	3,138	3,295	3,460
PD CopWare Legal		PD			705	740	777
PD Veritone (new RIPA reporting)		PD			2,000	2,000	2,000
PD Veoci		PD			10,306	10,500	10,700
PD The Briefing Room (Training)		PD			586	586	586
PD RIMS (Ukiah -- Replacing Central Square)		PD					
PD Lexipol		PD					
PD Cogent - Criminal (booking) LiveScan Machine		PD					
PD Vision Mobile Software		PD	\$ 15,054	2,845			
PD Netmotion Server - AF		PD			\$ -		
Additional Verkada Cameras and Door Access Control - WT		PW			\$ 25,500		
Additional Verkada Cameras and Door Access Control - WWT		PW			\$ 10,000		
Additional Verkada Cameras - BBP -- ESTIMATE		PW		\$ 6,000	\$ 6,000		
Beacon/Badger Read Center support (Water software)		Finance	\$ -	2,808	33,290	34,955	36,702
Starlink for WWT		PW		\$1,320	\$1,440	\$1,440	\$1,440
FirstNet		PD	\$ 25,943	\$11,020	\$4,346	\$4,346	\$4,346
Comcast For CV Starr		CV Starr		3,696	3,696	4,000	4,000
Other information (Not Calculated to IT Budget)			\$ 54,697	\$ 83,602	\$ 150,177	\$ 101,664	\$ 108,768
Comcast Franklin Studio Internet / Wi-Fi		PEG	\$ 2,551	2,551	4,469	4,469	4,469
TH Camera Replacement		TH			5,000	1,500	1,500
Small Component Replacement		TH		250	250	250	250
Replacement Tricaster Server		TH					
Adobe Creative Cloud Suite		TH			432	432	432
Replacement Mac Server		TH	\$ 8,000				
Softron Software		TH	\$ 2,800				
Replace speakers and recable audio / video		TH	\$ 6,000		15,000		
Evanto Elements -- cloud-based s/w for video production					198	198	198
Franklin Studio: Camera replacement of one camera + lens		PEG		2,400	2,400		
Franklin Studio: Lens for existing camera		PEG		800	800		
Franklin Studio: Video Switcher		PEG		3,500			
Sub-total- PEG			\$ 19,351	\$ 9,501	\$ 28,549		
Total Information Techonology			\$ 462,472	\$ 613,581	\$ 615,569	\$ 469,594	\$ 492,659



# Fleet & Equipment



**John Smith**

Director of Public Works

*The Fleet & Equipment Services Internal Service Fund is responsible for acquisition, maintenance and repair of the City's fleet vehicles and equipment. Services include scheduled preventive maintenance, welding and fabrication, diagnostic and emissions testing and inventory functions. The City's Mechanic performs these services.*

Fleet & Equipment Services is responsible for ensuring functional, reliable and economical vehicles and equipment necessary for the conduct of City operations; providing vehicle and equipment specifications for bidding purposes, assisting with vehicle and equipment auctions, and preparing and administering the annual fleet budget. In addition, Fleet & Equipment Services coordinates the following external services: paint and body repair, engine and transmission repair/rebuild, heavy duty suspension service, air conditioning service, and glass replacement.

## STRATEGIC GOALS AND OBJECTIVES

- Provide necessary maintenance and repair to City's fleet vehicles and equipment, including electrical repairs, engine tune-up, tire replacements, brake replacements and adjustments and other general maintenance work.
- Account for and track all costs and assist Finance Department with preparation of year-end cost allocations.
- Provide recommendations to reduce vehicle miles traveled, fleet vehicle emissions, use of petroleum-based fuels, including the purchase of alternative fuel vehicles and hybrids whenever possible.
- Provide regular inspection and maintenance of the City's fleet and equipment. City staff maintained 29 public work vehicles, 21 police vehicles, two city hall vehicles and six trailers. Vehicles include forklifts, backhoes, a dump truck, mobile generators, and a street sweeper. Small equipment is also included in the maintenance program, such as small and large generators, mobile pumps, mowers, and 30 small engines on equipment to name a few.



# Vehicle Replacement Plan

Vehicle Replacement Plan										
Unit No.	Make	Yr.	Model	Hours/Miles	FY 24/25 Proposed	FY 25/26 Projected	FY 26/27 Projected	FY 27/28 Projected	FY 28/29 Projected	FY 29/30 Projected
WWT31	NISSAN	2007	FRONTIER	64,414						
PW5	FORD	2006	F-250 SERV.	88,706						
PW12	PETE	1997	DUMP TRUCK	429,174		\$225,000				
WT1	Dodge	2005	1500 Q. CAB	80,375	\$60,000					
PW16	FORD	2006	F-150 X-TRA	84,419		\$60,000				
PW56	GLOBAL	2016	SWEeper					\$300,000		
PW17	CAT	2005	FORKLIFT				\$57,000			
			Sewer Jetter		75000					
			<b>Public Works Sub-Total:</b>		<b>\$135,000</b>	<b>\$285,000</b>	<b>\$57,000</b>	<b>\$300,000</b>	<b>\$0</b>	
PD500	FORD	2015	INTERCEPTOR	90,995	\$83,000					
PD501	FORD	2015	INTERCEPTOR	82,985						
PD502	FORD	2015	INTERCEPTOR	65,707			\$84,000			
PD503	FORD	2015	INTERCEPTOR	76,000		\$83,000				
PD507	FORD	2016	INTERCEPTOR	58,400				\$85,000		
PD508	FORD	2016	INTERCEPTOR	58,916					\$86,000	
PD509	FORD	2023	MACH E ELECTRIC	2,494						
PD510	FORD	2015	TAURUS	88,008		\$50,000				
PD513	FORD	2018	INTERCEPTOR	47,964					\$86,000	
PD517H	FORD	2023	F150 HYBRID	18,307						
PD518E	FORD	2023	F150 ELECTRIC	32,581						
PD519E	FORD	2023	F150 ELECTRIC	23,372						
PD520E	FORD	2023	F150 ELECTRIC	24,207						
PD521E	FORD	2023	F150 ELECTRIC	15,905						
PD522E	FORD	2023	F150 ELECTRIC	6,980						
			<b>Police Sub-Total:</b>		<b>\$83,000</b>	<b>\$133,000</b>	<b>\$84,000</b>	<b>\$85,000</b>	<b>\$172,000</b>	<b>\$0</b>
			<b>Total Replacement Costs:</b>		<b>\$218,000</b>	<b>\$418,000</b>	<b>\$141,000</b>	<b>\$385,000</b>	<b>\$172,000</b>	<b>\$0</b>





## Expenditures Summary

Nationwide, the cost of new vehicles has risen significantly since the onset of the COVID-19 pandemic, largely due to global supply chain disruptions, including a prolonged semiconductor chip shortage. These constraints have led to vehicle scarcity and contributed to a seller's market over the past several years. According to research firm J.D. Power, the average price paid for a new vehicle reached a record high of \$47,362 in December 2023.

In the FY 2025 Budget, the City has allocated funding for the replacement of two police vehicles totaling \$133,000 and Public Works vehicles totaling \$285,000. These replacements are part of the City's long-term fleet management strategy, as outlined in the Vehicle Replacement Plan (see next page).

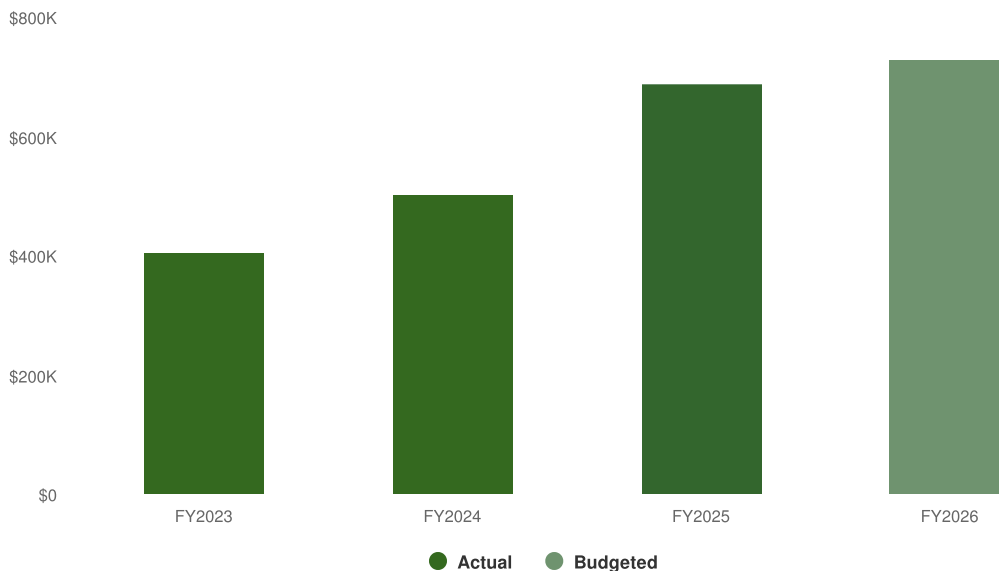
Notably, fuel and lubricant costs for FY 2025 are projected at \$141,000—remaining consistent with the prior year. However, the budget includes a new allocation of \$6,000 for electric vehicle charging expenses, reflecting the City's gradual shift toward fleet electrification and associated infrastructure needs.

Looking ahead, if the City proceeds with the planned purchase of new streets equipment in FY 2026, a budget amendment may be necessary to account for increased maintenance and repair costs associated with the new assets.

In alignment with the City's Fund Balance and Reserve Policy, unrestricted fund balances are utilized to pre-fund major fleet purchases and repairs. This approach helps smooth out large, irregular capital costs and ensures the City maintains consistent funding without significant annual fluctuations.

**\$729,116** **\$40,575**  
(5.89% vs. prior year)

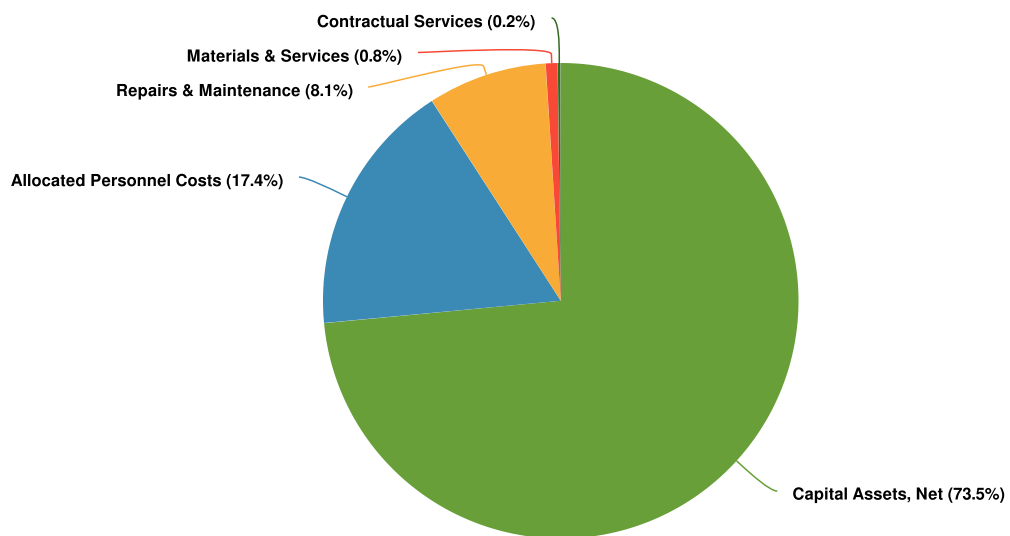
### ISF: Fleet Adopted and Historical Budget vs. Actual



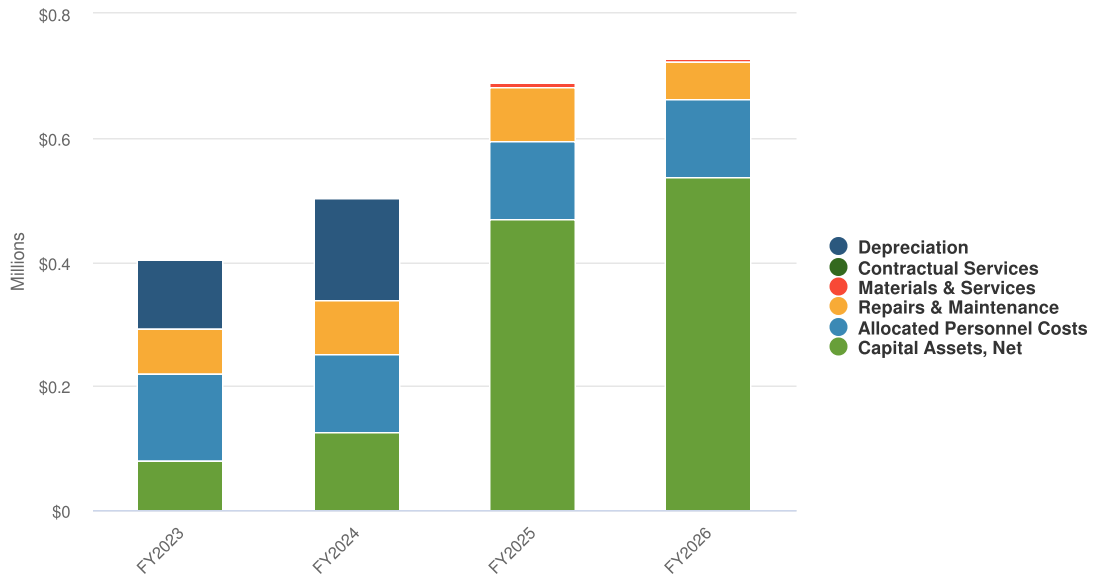


## Expenditures by Expense Type

### Budgeted Expenditures by Expense Type



## Budgeted and Historical Expenditures by Expense Type



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects					
Materials & Services					
Electric Charges	522-4550-0383		\$0.00	\$2,000.00	\$6,000.00
Total Materials & Services:			\$0.00	\$2,000.00	\$6,000.00
Allocated Personnel Costs					
Salaries & Wages, Regular	522-4550-0101	\$70,693.83	\$57,942.62	\$66,986.95	\$70,449.82
Overtime	522-4550-0102	\$3,177.40	\$659.86	\$1,999.51	\$1,016.10
Comp Time	522-4550-0103	\$2,841.13	\$241.44	\$421.19	\$0.00
Vacation Payout	522-4550-0104	\$0.00	\$9,049.71	\$423.46	\$0.00
Sick Leave Payout	522-4550-0105	\$0.00	\$10,138.03	\$0.00	\$0.00
Other Pay	522-4550-0109	\$2,727.48	\$0.00	\$0.00	\$0.00
Misc Insurance Premiums & Fees	522-4550-0210	\$297.06	\$330.01	\$223.54	\$0.00
Medical Premium Contribution	522-4550-0211	\$16,286.12	\$20,654.40	\$21,775.23	\$24,561.57
Dental Premiums	522-4550-0213	\$893.74	\$1,000.48	\$1,027.12	\$1,154.40
Vision Care	522-4550-0214	\$211.36	\$236.60	\$219.80	\$218.40
Pers	522-4550-0220	\$19,049.73	\$4,680.12	\$5,564.14	\$6,139.37
Workers' Comp Premium	522-4550-0231	\$1,130.25	\$1,097.60	\$1,452.70	\$1,482.72
FICA/Medicare	522-4550-0252	\$5,469.93	\$5,482.60	\$4,902.42	\$5,467.14
Salary/Benefit Allocation	522-4550-0801	\$16,226.21	\$14,583.51	\$16,226.21	\$16,226.00
Total Allocated Personnel Costs:		\$139,004.24	\$126,096.98	\$121,222.27	\$126,715.52
Repairs & Maintenance					
Equipment Repair & Maint	522-4550-0351	\$16,067.17	\$13,702.81	\$13,589.59	\$14,000.00
Vehicle Repair & Maint	522-4550-0352	\$56,778.29	\$73,013.60	\$70,000.00	\$45,000.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Total Repairs & Maintenance:		\$72,845.46	\$86,716.41	\$83,589.59	\$59,000.00
Capital Assets, Net					
Travel/Training Reimbursement	522-4550-0366	\$189.40	\$454.00	\$3,000.00	\$3,000.00
General Supplies	522-4550-0375	\$671.74	\$3,893.49	\$7,840.00	\$10,000.00
Small Tools & Equipment	522-4550-0381	\$530.50	\$591.44	\$1,000.00	\$1,000.00
Fuel & Lubricants	522-4550-0382	\$92,887.24	\$96,844.43	\$104,000.00	\$104,000.00
Mis Expenditures	522-4550-0619	\$11,125.00	\$15,071.00	\$0.00	\$0.00
Machinery & Equipment	522-4550-0741	-\$22,249.00	\$0.00	\$0.00	\$0.00
Vehicles	522-4550-0742	-\$3,300.00	\$8,457.45	\$361,675.75	\$418,000.00
Total Capital Assets, Net:		\$79,854.88	\$125,311.81	\$477,515.75	\$536,000.00
Contractual Services					
Professional Services	522-4550-0319	\$1,797.24	\$428.39	\$1,400.37	\$1,400.00
Total Contractual Services:		\$1,797.24	\$428.39	\$1,400.37	\$1,400.00
Depreciation					
Depreciation Exp	522-4550-0499	\$110,391.00	\$164,086.11	\$0.00	\$0.00
Total Depreciation:		\$110,391.00	\$164,086.11	\$0.00	\$0.00
Total Expense Objects:		\$403,892.82	\$502,639.70	\$685,727.98	\$729,115.52

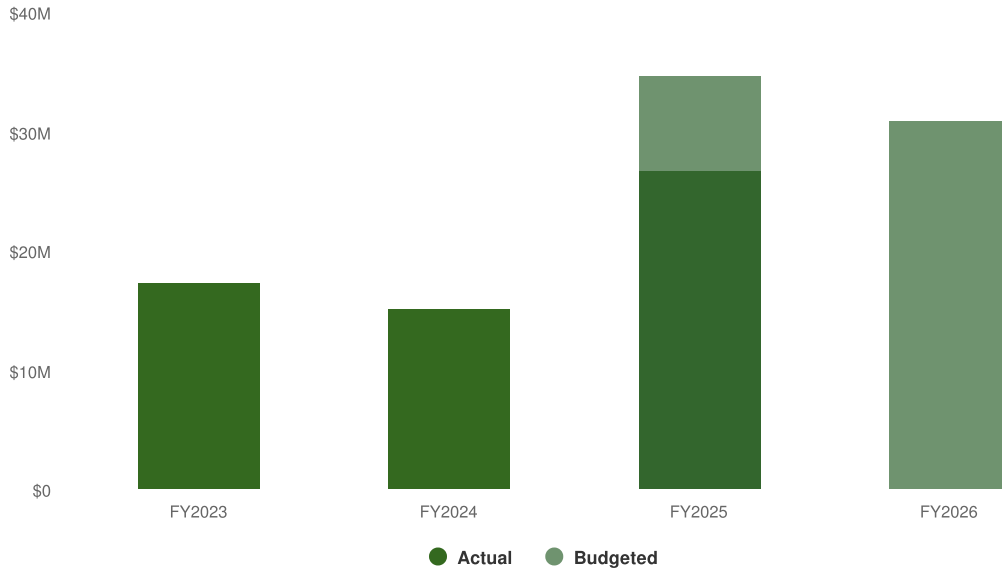


# Enterprise Funds

## Expenditures Summary

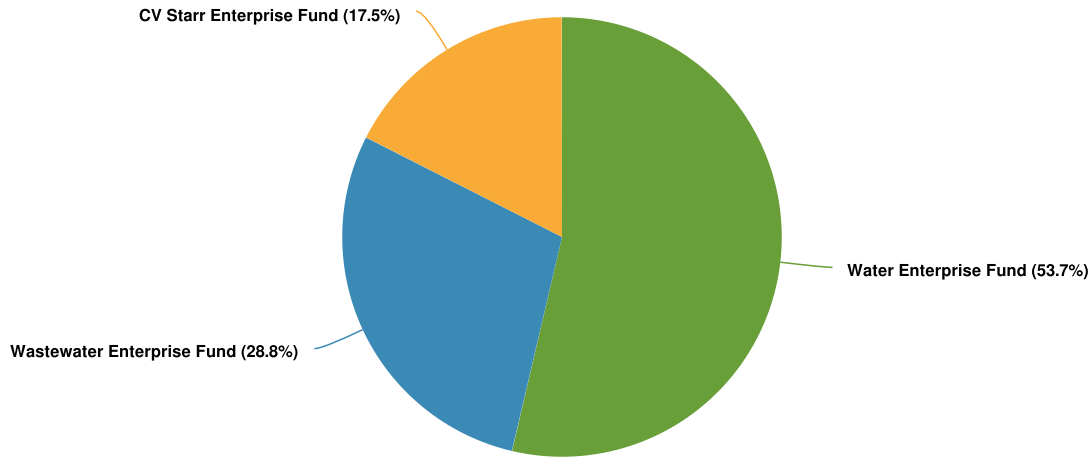
**\$30,885,002** **-\$3,788,044**  
(-10.93% vs. prior year)

Enterprise Funds Proposed and Historical Budget vs. Actual

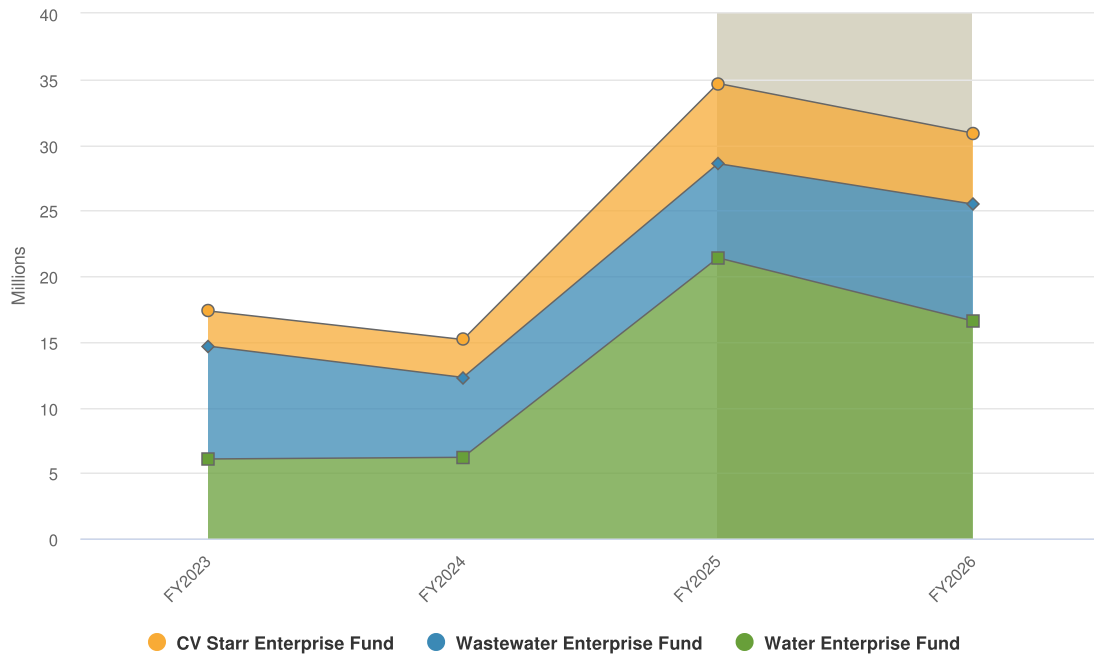


# Expenditures by Fund

## 2026 Expenditures by Fund



## Budgeted and Historical 2026 Expenditures by Fund



Grey background indicates budgeted figures.

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Water Enterprise Fund						



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Water Works O & M						
Salaries & Wages	610-4610-0101	\$334,407.94	\$393,535.34	\$392,600.49	\$429,106.04	\$454,852.40
Overtime	610-4610-0102	\$9,779.86	\$7,017.56	\$10,082.20	\$13,904.38	\$14,913.00
Comp Time Payout	610-4610-0103	\$6,365.99	\$7,000.00	\$6,977.79	\$10,651.15	\$10,000.00
Vacation Payout	610-4610-0104	\$2,524.10	\$0.00	\$2,067.02	\$525.04	\$0.00
Other Pay	610-4610-0109	\$17,738.69	\$13,684.19	\$18,345.50	\$31,076.10	\$32,940.66
Misc Insurance Premium	610-4610-0210	\$1,191.71	\$1,777.75	\$1,337.64	\$1,570.09	\$2,000.00
Medical Premium Contribution	610-4610-0211	\$66,460.44	\$96,184.60	\$80,802.63	\$92,669.00	\$93,865.08
Uniforms	610-4610-0212	\$0.00	\$2,755.88	\$0.00	\$811.08	\$1,500.00
Dental Premiums	610-4610-0213	\$4,297.22	\$6,699.10	\$4,586.54	\$4,951.81	\$5,123.00
Vision Care	610-4610-0214	\$1,045.82	\$1,486.98	\$1,228.62	\$1,279.19	\$1,300.00
PERS	610-4610-0220	\$69,960.62	\$94,559.38	\$40,123.18	\$71,933.88	\$76,969.25
Retiree Medical Benefits	610-4610-0224	\$38,351.75	\$0.00	\$35,772.31	\$37,031.02	\$38,612.00
Workers Comp Premium	610-4610-0231	\$9,397.32	\$38,636.77	\$6,913.20	\$5,231.00	\$6,100.00
FICA/Medicare	610-4610-0252	\$26,415.75	\$35,282.44	\$33,083.45	\$33,933.74	\$36,309.10
Legal	610-4610-0311	\$1,145.46	\$20,000.00	\$6,900.00	\$8,510.00	\$15,000.00
Auditing & Accounting	610-4610-0312	\$12,091.85	\$13,000.00	\$7,774.86	\$11,630.64	\$0.00
Professional Services	610-4610-0319	\$53,398.74	\$40,000.00	\$41,545.10	\$39,691.00	\$41,361.00
Equipment Repair & Maint	610-4610-0351	\$246.48	\$0.00	\$0.00	\$0.00	\$0.00
Property Premium	610-4610-0360	\$50,150.89	\$62,688.61	\$53,392.39	\$68,287.07	\$72,384.29
Telephone & Communication	610-4610-0362	\$2,551.65	\$2,600.00	\$1,601.95	\$1,911.00	\$2,039.00
Postage	610-4610-0372	\$12,765.18	\$7,100.00	\$5,507.90	\$5,316.00	\$6,000.00
General Supplies	610-4610-0375	\$263.80	\$0.00	\$0.00	\$0.00	\$0.00
Finance Charges	610-4610-0380	\$0.00	\$0.00	\$97.00	\$0.00	\$0.00
PERS UAL additional Payment	610-4610-0387	-\$50,000.00	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00
Allocation to IT Int Serv Fund	610-4610-0396	\$37,288.51	\$16,046.99	\$41,660.95	\$37,288.51	\$37,288.51



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Admin Costs Allocation	610-4610-0399	\$624,736.51	\$430,418.00	\$768,014.68	\$430,418.00	\$430,418.00
Depreciation Expense	610-4610-0499	\$364,563.00	\$0.00	\$353,968.18	\$0.00	\$0.00
Bad Debt Sent to Collection	610-4610-0606	\$0.00	\$0.00	\$439.08	\$0.00	\$0.00
Miscellaneous	610-4610-0619	\$0.00	\$0.00	\$884.73	\$0.00	\$0.00
Salary/Benefits Allocation	610-4610-0801	\$562,362.26	\$469,234.13	\$670,128.31	\$469,234.13	\$469,234.13
Training/Travel Reimbursement	610-4611-0366	\$3,088.60	\$5,000.00	\$2,985.76	\$4,000.00	\$8,000.00
General Supplies	610-4611-0375	\$89,941.57	\$100,000.00	\$73,567.91	\$100,000.00	\$110,000.00
Small Tools & Equipment	610-4611-0381	\$11,929.26	\$7,500.00	\$4,317.19	\$7,500.00	\$8,000.00
Laboratory	610-4612-0313	\$9,987.37	\$15,000.00	\$15,514.90	\$15,000.00	\$15,000.00
Professional Services	610-4612-0319	\$62,650.80	\$49,258.00	\$39,326.51	\$66,770.00	\$4,000.00
Dues & Memberships	610-4612-0320	\$685.82	\$500.00	\$325.00	\$0.00	\$0.00
Fleet Services	610-4612-0322	\$192,153.21	\$58,348.00	\$125,229.05	\$0.00	\$0.00
Laboratory Supplies	610-4612-0342	\$5,986.67	\$10,000.00	\$6,651.31	\$10,000.00	\$10,000.00
Chemicals	610-4612-0343	\$34,583.53	\$40,000.00	\$39,539.88	\$5,000.00	\$57,500.00
Equipment Repair & Maint	610-4612-0351	\$31,294.78	\$41,378.00	\$42,895.51	\$70,000.00	\$60,000.00
Building Repair & Maint	610-4612-0353	\$2,987.15	\$2,500.00	\$383.97	\$5,000.00	\$5,000.00
Laundry/Cleaning/Janitorial	610-4612-0354	\$2,293.02	\$2,000.00	\$2,304.45	\$2,000.00	\$2,000.00
Training/Travel Reimbursement	610-4612-0366	\$3,326.63	\$5,500.00	\$2,302.87	\$7,000.00	\$7,000.00
Licenses & Permits	610-4612-0373	\$34,843.31	\$24,000.00	\$13,090.84	\$24,000.00	\$24,000.00
General Supplies	610-4612-0375	\$2,489.02	\$3,000.00	\$1,760.62	\$4,000.00	\$4,000.00
Medical/Safety Supplies	610-4612-0376	\$1,590.27	\$3,000.00	\$2,754.62	\$3,500.00	\$3,500.00
Small Tools & Equipment	610-4612-0381	\$6,910.91	\$7,000.00	\$1,609.93	\$7,000.00	\$170,000.00
Utilities	610-4612-0383	\$174,939.69	\$175,000.00	\$192,471.20	\$192,000.00	\$200,000.00
Infrastructure	610-4612-0751	\$0.00	\$30,000.00	\$45,978.00	\$440,000.00	\$250,000.00
Principal	610-4612-0911	\$25,357.20	\$332,000.00	\$0.00	\$0.00	\$0.00
Interest	610-4612-0912	\$67,126.57	\$5,080.00	\$25,370.44	\$0.00	\$0.00





Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Fees	610-4612-0913	\$637.50	\$3,000.00	\$0.00	\$0.00	\$0.00
Transfer to Other Funds	610-7999-0799	\$0.00	\$177,534.00	\$177,534.00	\$0.00	\$0.00
Total Water Works O & M:		\$3,024,304.42	\$2,881,305.72	\$3,401,749.66	\$2,794,729.87	\$2,811,209.42
Water Recession Reserve						
Transfer to other Funds	612-7999-0799	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Water Recession Reserve:		\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Reserve-Water						
Transfer to Other Funds	615-7999-0799	\$0.00	\$1,724,194.00	\$431,694.00	\$0.00	\$3,205,450.00
Total Capital Reserve-Water:		\$0.00	\$1,724,194.00	\$431,694.00	\$0.00	\$3,205,450.00
Water Works Capacity Fees						
Transfer to Other Funds	640-7999-0799	\$2,950,000.00	\$0.00	\$0.00	\$774,118.00	\$0.00
Total Water Works Capacity Fees:		\$2,950,000.00	\$0.00	\$0.00	\$774,118.00	\$0.00
Water Capital Projects						
CIP-Water Treatment Plant	651-6006-0731	\$0.00	\$5,290,344.49	\$0.00	\$10,414,000.00	\$2,512,000.00
Engineering-Raw Water Line Rep	651-6007-0310	\$0.00	\$201,927.89	\$178,707.84	\$0.00	\$0.00
CIP Raw Water Line Replacement	651-6007-0731	\$0.00	\$4,055,000.00	\$0.00	\$4,272,031.00	\$5,538,456.00
CIP-Pudding Creek Wtr Main	651-6008-0731	\$0.00	\$826,064.50	\$0.00	\$0.00	\$1,015,450.00
Madsen Hole	651-6009-0731	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Water Meter Replacement CIP	651-6127-0731	\$10,500.00	\$1,390,803.44	\$0.00	\$826,073.00	\$0.00
Distribution System Rehab- CIP	651-6128-0731	\$0.00	\$718,267.54	\$0.00	\$368,505.00	\$0.00
Oneka	651-6129-0731	\$0.00	\$800,000.00	\$0.00	\$0.00	\$800,000.00
Desalination and Groundwater	651-6130-0731	\$0.00	\$0.00	\$0.00	\$0.00	\$90,000.00
CIP- Sewer Line Pudding Creek	651-6131-0731	\$0.00	\$500,000.00	\$0.00	\$0.00	\$0.00
CIP- Raw Water Reservoir	651-6135-0731	\$0.00	\$28,974.76	\$0.00	\$0.00	\$0.00
CIP - Extend Water System -Nor	651-6136-0731	\$0.00	\$300,000.00	\$0.00	\$0.00	\$300,000.00
Transfer to Other Funds	651-7999-0799	\$0.00	\$0.00	\$2,172,631.14	\$0.00	\$0.00
Total Water Capital Projects:		\$10,500.00	\$14,111,382.62	\$2,351,338.98	\$15,880,609.00	\$10,555,906.00
Total Water Enterprise Fund:		\$6,059,804.42	\$18,716,882.34	\$6,184,782.64	\$19,449,456.87	\$16,572,565.42



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Wastewater Enterprise Fund						
Wastewater O & M						
Sal/Benefit Recovery Costs	710-0000-3499	-\$181,639.91	-\$132,940.48	-\$191,635.08	-\$132,940.48	-\$191,635.08
Transfer to Other Funds	710-4522-0799	\$2,882,899.05	\$0.00	\$0.00	\$0.00	\$0.00
Auditing & Accounting	710-4710-0312	\$10,091.85	\$11,701.00	\$7,034.40	\$8,000.00	\$9,000.00
Professional Services	710-4710-0319	\$40,781.31	\$30,000.00	\$39,118.30	\$25,000.00	\$25,000.00
Liability Deductible	710-4710-0359	\$0.00	\$0.00	\$703.58	\$100.00	\$100.00
Property Premium	710-4710-0360	\$56,506.26	\$112,644.83	\$112,644.95	\$144,069.64	\$152,713.82
Telephone & Communication	710-4710-0362	\$931.64	\$1,000.00	\$990.51	\$1,000.00	\$1,000.00
Postage	710-4710-0372	\$3,701.95	\$4,000.00	\$2,064.98	\$4,000.00	\$2,089.85
Finance Charges	710-4710-0380	\$0.00	\$0.00	\$97.00	\$0.00	\$0.00
Allocation to IT Int Serv Fund	710-4710-0396	\$51,271.70	\$48,140.96	\$57,283.81	\$51,271.70	\$51,271.70
Admin Costs Allocation	710-4710-0399	\$1,368,273.82	\$636,754.00	\$1,342,899.16	\$636,754.00	\$456,691.00
Depreciation Expense	710-4710-0499	\$816,894.00	\$0.00	\$816,970.88	\$0.00	\$0.00
Bad Debt Sent to Collections	710-4710-0606	\$0.00	\$0.00	\$43.68	\$0.00	\$0.00
Miscellaneous	710-4710-0619	\$0.00	\$0.00	\$1,216.58	\$0.00	\$0.00
Salary/Benefits Allocation	710-4710-0801	\$20,000.60	\$3,768.72	-\$14,299.81	\$20,000.60	\$0.00
Professional Services	710-4711-0319	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$7,000.00
Equipment Repair & Maint	710-4711-0351	\$1,951.87	\$0.00	\$0.00	\$728.16	\$3,500.00
Training/Travel Reimbursement	710-4711-0366	\$0.00	\$3,500.00	\$570.00	\$4,500.00	\$4,000.00
General Supplies	710-4711-0375	\$16,097.68	\$15,000.00	\$13,490.57	\$12,000.00	\$14,000.00
Small Tools & Equipment	710-4711-0381	\$3,813.52	\$4,000.00	\$2,019.70	\$4,000.00	\$4,000.00
Salaries & Wages, Regular	710-4712-0101	\$450,741.72	\$484,693.58	\$486,090.92	\$536,212.00	\$568,384.72
Overtime	710-4712-0102	\$22,714.92	\$11,671.27	\$28,143.30	\$20,996.23	\$20,000.00
Comp Time Payout	710-4712-0103	\$8,218.65	\$6,318.20	\$10,227.08	\$12,234.61	\$10,000.00
Vacation Payout	710-4712-0104	\$1,283.98	\$0.00	\$672.62	\$1,960.66	\$2,000.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Other Pay	710-4712-0109	\$36,825.62	\$0.00	\$28,696.47	\$37,803.20	\$38,000.00
Misc Insurance Premiums & Fees	710-4712-0210	\$1,499.57	\$2,058.69	\$1,628.51	\$1,826.48	\$2,191.00
Medical Premium Contribution	710-4712-0211	\$98,055.31	\$122,555.82	\$117,749.11	\$155,471.00	\$160,135.13
Uniforms	710-4712-0212	\$4,138.78	\$3,349.54	\$4,055.35	\$3,707.55	\$3,519.00
Dental Premiums	710-4712-0213	\$5,965.09	\$8,588.02	\$6,364.60	\$5,977.44	\$7,618.72
Vision Care	710-4712-0214	\$1,640.04	\$1,639.53	\$1,558.82	\$1,588.00	\$1,649.05
Pers	710-4712-0220	\$388,604.56	\$68,386.63	\$65,931.47	\$74,124.67	\$77,089.66
Retiree Medical Benefits	710-4712-0224	\$48,811.29	\$0.00	\$35,733.28	\$71,268.00	\$74,831.40
Worker's Comp Premium	710-4712-0231	\$25,353.13	\$24,513.12	\$8,514.56	\$13,959.71	\$7,691.00
FICA/Medicare	710-4712-0252	\$39,185.30	\$39,783.14	\$40,347.02	\$43,413.00	\$46,017.78
Laboratory	710-4712-0313	\$40,816.69	\$45,000.00	\$51,107.12	\$40,000.00	\$40,000.00
Professional Services	710-4712-0319	\$355,074.33	\$628,775.39	\$330,363.82	\$361,493.75	\$300,000.00
Dues & Memberships	710-4712-0320	\$825.83	\$1,000.00	\$280.00	\$800.00	\$1,000.00
Fleet Services	710-4712-0322	\$326,120.83	\$116,994.00	\$215,870.69	\$215,871.00	\$215,871.00
Laboratory Supplies	710-4712-0342	\$0.00	\$0.00	\$0.00	\$307.47	\$500.00
Chemicals	710-4712-0343	\$131,541.66	\$249,821.21	\$158,152.62	\$237,746.00	\$160,000.00
Equipment Repair & Maint	710-4712-0351	\$82,683.73	\$81,081.72	\$79,709.96	\$86,081.72	\$85,000.00
Building Repair & Maint	710-4712-0353	\$10,503.60	\$9,000.00	\$9,036.41	\$8,000.00	\$70,000.00
Laundry/Cleaning/Janitorial	710-4712-0354	\$713.98	\$750.00	\$687.40	\$500.00	\$500.00
Training/Travel Reimbursement	710-4712-0366	\$1,824.03	\$1,000.00	\$3,356.81	\$7,500.00	\$8,500.00
Postage	710-4712-0372	\$9,100.00	\$8,000.00	\$3,482.56	\$8,000.00	\$0.00
Licenses & Permits	710-4712-0373	\$7,804.30	\$17,000.00	\$14,977.00	\$17,000.00	\$20,000.00
General Supplies	710-4712-0375	\$4,436.47	\$4,500.00	\$4,453.02	\$4,500.00	\$5,000.00
Medical/Safety Supplies	710-4712-0376	\$5,554.25	\$3,000.00	\$4,856.11	\$5,000.00	\$4,500.00
Boot Expense	710-4712-0377	\$2,359.03	\$2,400.00	\$2,514.96	\$2,700.00	\$2,500.00
Small Tools & Equipment	710-4712-0381	\$7,121.75	\$7,000.00	\$6,900.97	\$7,000.00	\$7,500.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Utilities	710-4712-0383	\$305,844.13	\$300,000.00	\$351,532.04	\$315,000.00	\$325,000.00
CALPERS UAL Payment	710-4712-0387	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00
Miscellaneous	710-4712-0619	-\$2.00	\$0.00	\$2,715.00	\$67.81	\$0.00
Machinery & Equipment	710-4713-0741	\$0.00	\$0.00	\$1,661.25	\$110,000.00	\$70,000.00
Transfer to Other Funds	710-7999-0799	\$0.00	\$345,451.56	\$899,384.97	\$185,010.00	\$185,210.00
Total Wastewater O & M:		\$7,516,935.91	\$3,361,900.45	\$5,167,969.03	\$3,401,603.92	\$3,083,939.75
Waste Water Recession Reserve						
Transfer to other Funds	712-7999-0799	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Waste Water Recession Reserve:		\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Routine Maintenance-WWtr						
Machinery & Equipment	714-4713-0741	\$0.00	\$52,614.25	\$21,383.18	\$0.00	\$0.00
Infrastructure	714-4713-0751	\$0.00	\$25,000.00	\$15,371.62	\$0.00	\$0.00
Transfer to Other Funds	714-7999-0799	\$0.00	\$0.00	\$29,175.25	\$0.00	\$0.00
Total Non-Routine Maintenance-WWtr:		\$0.00	\$77,614.25	\$65,930.05	\$0.00	\$0.00
Capital Project Fund-WWtr						
Transfer to Other Funds	715-7999-0799	\$0.00	\$1,345,267.00	\$319,749.31	\$0.00	\$2,642,349.00
Total Capital Project Fund-WWtr:		\$0.00	\$1,345,267.00	\$319,749.31	\$0.00	\$2,642,349.00
WW Capital Projects						
CIP-Treatment Facility	716-7001-0731	\$0.00	\$60,201.03	\$0.00	\$0.00	\$0.00
Pudding Creek Sewer Main Rel	716-7005-0731	\$0.00	\$400,000.00	\$0.00	\$0.00	\$400,000.00
Onsite Sodium Hypo Generator	716-7006-0731	\$0.00	\$194,641.38	\$0.00	\$0.00	\$0.00
Elm Street Pump	716-7007-0731	\$0.00	\$73,802.75	\$0.00	\$0.00	\$0.00
Dryer Building Reconstruction	716-7008-0731	\$0.00	\$184,480.00	\$0.00	\$20,000.00	\$1,017,421.00
Collection System Condition	716-7009-0731	\$0.00	\$750,000.00	\$0.00	\$750,000.00	\$0.00
Biosolids Storage Removal	716-7010-0731	\$0.00	\$130,000.00	\$0.00	\$0.00	\$1,400,000.00
Trash Capture	716-7011-0731	\$0.00	\$280,000.00	\$0.00	\$0.00	\$0.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Transfer to other Funds	716-7999-0799	\$780,000.00	\$0.00	\$441,961.24	\$0.00	\$0.00
Total WW Capital Projects:		\$780,000.00	\$2,073,125.16	\$441,961.24	\$770,000.00	\$2,817,421.00
JPFA - WW Plant Bonds						
Principal	717-4712-0911	\$0.00	\$93,000.00	-\$930.00	\$95,000.00	\$97,000.00
Interest	717-4712-0912	\$93,850.00	\$92,010.00	\$92,475.00	\$90,130.00	\$88,210.00
Fees	717-4712-0913	\$0.00	\$0.00	\$465.00	\$465.00	\$465.00
Transfer to Other Funds	717-7999-0799	\$136,243.33	\$0.00	\$0.00	\$0.00	\$0.00
Total JPFA - WW Plant Bonds:		\$230,093.33	\$185,010.00	\$92,010.00	\$185,595.00	\$185,675.00
Wastewater Capacity Fees						
Transfer to Other Funds	740-7999-0799	\$0.00	\$0.00	\$0.00	\$750,000.00	\$175,072.00
Total Wastewater Capacity Fees:		\$0.00	\$0.00	\$0.00	\$750,000.00	\$175,072.00
Total Wastewater Enterprise Fund:		\$8,602,029.24	\$7,042,916.86	\$6,087,619.63	\$5,107,198.92	\$8,904,456.75
CV Starr Enterprise Fund						
CV Starr Center						
Salaries & Wages	810-4812-0101	\$944,440.97	\$1,128,479.76	\$839,224.59	\$813,000.00	\$907,609.00
Overtime	810-4812-0102	\$3,567.54	\$4,000.00	\$9,500.41	\$11,923.00	\$12,286.03
Comp Time	810-4812-0103			\$0.00	\$1,932.24	\$2,000.00
Vacation Payout	810-4812-0104	\$11,667.56	\$0.00	\$50,092.34	\$475.10	\$2,000.00
Other Pay	810-4812-0109	\$9,375.53	\$0.00	\$213.88	\$1,423.08	\$1,600.00
Emp Benefits-CV Starr	810-4812-0201	\$71,527.50	\$4,988.60	\$4,078.51	\$0.00	\$0.00
Misc Insurance Premiums & Fees	810-4812-0210	\$16,713.18	\$160.81	\$6,887.11	\$2,231.65	\$3,000.00
Medical Premium Contribution	810-4812-0211	\$0.00	\$96,520.00	\$77,163.91	\$74,108.37	\$76,108.44
Dental Premiums	810-4812-0213	\$0.00	\$7,000.00	\$408.71	\$4,556.75	\$4,900.00
Vision Benefits	810-4812-0214	\$0.00	\$0.00	\$163.59	\$1,900.00	\$2,100.00
Worker's Comp Premium	810-4812-0231	\$28,370.20	\$22,909.95	\$20,506.00	\$14,373.98	\$0.00
UIB/ETT/FUTA	810-4812-0251	\$7,328.06	\$87,858.70	\$4,132.49	\$0.00	\$0.00
FICA/MEDICARE	810-4812-0252	\$75,553.88	\$87,858.70	\$70,316.96	\$77,370.66	\$68,381.65
Legal - CV Starr	810-4812-0311	\$0.00	\$7,000.00	\$10,048.56	\$5,000.00	\$5,000.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Auditing & Accting - CV Starr	810-4812-0312	\$0.00	\$9,000.00	\$5,553.47	\$3,737.93	\$5,000.00
Recruitment Costs	810-4812-0317	\$607.00	\$1,500.00	\$440.00	\$0.00	\$2,000.00
Professional Services	810-4812-0319	\$4,136.19	\$15,000.00	\$2,227.42	\$35,000.00	\$37,000.00
Dues and Memberships	810-4812-0320	\$907.80	\$2,000.00	\$2,498.85	\$1,000.00	\$3,000.00
Equipment Repair & Maint	810-4812-0351	\$622.61	\$0.00	\$0.00	\$0.00	\$0.00
Property Ins. Premium	810-4812-0360			\$0.00	\$118,926.59	\$122,494.39
Telephone & Communications	810-4812-0362	\$11,004.74	\$12,000.00	\$9,403.02	\$10,000.00	\$10,000.00
Printing & Copying Costs	810-4812-0365	\$7,448.41	\$4,000.00	\$4,077.49	\$5,000.00	\$5,000.00
Travel and Training	810-4812-0366	\$250.00	\$2,000.00	\$291.17	\$2,000.00	\$5,000.00
Postage	810-4812-0372	\$252.00	\$600.00	\$231.15	\$100.00	\$100.00
License & Permits	810-4812-0373	\$10,193.99	\$5,000.00	\$8,603.91	\$7,000.00	\$8,000.00
General Supplies	810-4812-0375	\$5,003.37	\$5,280.00	\$3,325.50	\$1,500.00	\$2,000.00
Uniforms	810-4812-0378	\$59.00	\$0.00	\$0.00	\$500.00	\$500.00
Merchandise & Art Sales	810-4812-0390		\$0.00	\$2,250.21	\$3,000.00	\$3,000.00
Marketing and Promotions	810-4812-0391		\$0.00	\$10,949.41	\$15,000.00	\$15,000.00
Admin Costs Allocation - CVSC	810-4812-0399	-\$19,789.85	\$10,000.00	\$0.00	\$140,000.00	\$140,000.00
Depreciation Expense	810-4812-0499	\$650,590.00	\$0.00	\$675,919.05	\$0.00	\$0.00
Miscellaneous	810-4812-0619	\$6.63	\$0.00	\$0.00	\$0.00	\$0.00
Capital	810-4812-0751	\$5,899.00	\$405,982.16	\$24,546.92	\$104,638.22	\$0.00
Sal/Benefit Allocation - CVSC	810-4812-0801			\$19,319.73	\$0.00	\$0.00
CV Starr Tax Allocation	810-4812-0803	\$184,007.71	\$0.00	\$0.00	\$0.00	\$0.00
CV Starr Operating Expenses	810-4812-0806	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00
IT Services	810-4812-4111	\$52,051.04	\$50,000.00	\$46,539.00	\$3,882.00	\$0.00
Insurance	810-4812-4115	\$43,515.75	\$30,207.50	\$211,248.20	\$15,000.00	\$0.00
Bank Fees	810-4812-4116	\$18,498.33	\$4,800.00	\$21,178.91	\$20,000.00	\$0.00
LAFCO & Property Tax	810-4812-4117	\$6,810.50	\$5,811.00	\$0.00	\$0.00	\$0.00



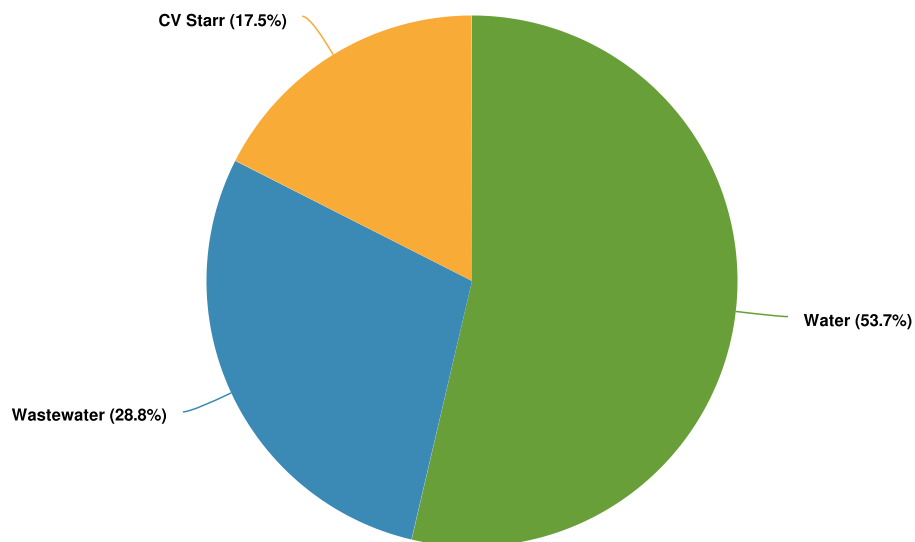
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Professional Services	810-4813-0319	\$750.00	\$1,000.00	\$17,534.83	\$8,000.00	\$5,000.00
Chemicals	810-4813-0343	\$32,623.62	\$30,000.00	\$28,260.07	\$30,000.00	\$30,000.00
Equipment Repair & Maint	810-4813-0351	\$45,818.01	\$62,247.08	\$56,269.97	\$100,000.00	\$40,000.00
Telephone	810-4813-0362	\$280.45	\$0.00	\$0.00	\$0.00	\$0.00
Travel & Training	810-4813-0366	\$0.00	\$4,000.00	\$347.39	\$1,500.00	\$1,000.00
General Supplies	810-4813-0375	\$47,613.69	\$35,000.00	\$43,612.43	\$40,000.00	\$40,000.00
Uniforms	810-4813-0378	\$0.00	\$2,000.00	\$468.75	\$1,000.00	\$1,000.00
Small Tools & Equipment	810-4813-0381	\$2,876.57	\$2,000.00	\$40.68	\$1,000.00	\$1,500.00
Utilities	810-4813-0383	\$365,940.98	\$350,000.00	\$354,858.65	\$412,000.00	\$420,000.00
IT Services	810-4813-4111	\$48.97	\$0.00	-\$297.10	\$0.00	\$0.00
Marketing and Promotions	810-4813-4114	\$2,166.66	\$0.00	\$0.00	\$0.00	\$0.00
Alarm/Security	810-4813-4118	\$934.80	\$0.00	\$0.00	\$0.00	\$0.00
Ground Maintenance Costs	810-4813-4119	\$4,920.25	\$0.00	\$0.00	\$0.00	\$0.00
Dues & Membership	810-4814-0320	\$722.00	\$3,100.00	\$0.00	\$0.00	\$0.00
Copying and Printing	810-4814-0365	\$947.22	\$500.00	\$0.00	\$0.00	\$0.00
Travel & Training	810-4814-0366	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00
General Supplies	810-4814-0375	\$252.01	\$1,800.00	\$0.00	\$0.00	\$0.00
Uniforms	810-4814-0378	\$0.00	\$700.00	\$0.00	\$0.00	\$0.00
Marketing and Promotions	810-4814-4114	\$7,246.64	\$15,000.00	\$0.00	\$0.00	\$0.00
Merchandize & Art Sales	810-4814-4117	\$1,350.14	\$5,000.00	\$0.00	\$0.00	\$0.00
Dues and Memberships	810-4815-0320	\$2,431.00	\$1,400.00	\$420.00	\$700.00	\$1,000.00
Travel and Training	810-4815-0366	\$1,786.96	\$3,000.00	\$4,726.98	\$3,500.00	\$6,000.00
License & Permits	810-4815-0373	\$2,315.25	\$3,000.00	\$146.25	\$5,700.00	\$8,000.00
General Supplies	810-4815-0375	\$4,451.76	\$1,000.00	\$33.19	\$300.00	\$1,000.00
Program Supplies	810-4815-0376	\$0.00	\$8,620.00	\$9,707.05	\$5,000.00	\$5,000.00
Pool Side Supplies	810-4815-0377	\$0.00	\$5,300.00	\$4,909.07	\$2,500.00	\$10,000.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Uniforms	810-4815-0378	\$2,142.71	\$2,200.00	\$2,306.04	\$2,000.00	\$2,500.00
Honorarium Expenses	810-4815-0379	\$889.73	\$4,500.00	\$2,065.91	\$2,000.00	\$3,000.00
Gym Side Supplies	810-4815-0380	\$0.00	\$2,200.00	\$5,292.69	\$4,000.00	\$4,000.00
Other Recreation Activities	810-4815-0381			\$0.00	\$0.00	\$10,000.00
Transfer to Other Funds	810-7999-0799	\$0.00	\$216,071.00	\$216,071.00	\$74,500.00	\$1,687,950.00
Total CV Starr Center:		\$2,681,378.06	\$2,772,595.26	\$2,888,114.32	\$2,188,279.57	\$3,720,029.51
CV STARR CAPITAL IMPROVEMENT						
HVAC System	851-8001-0731			\$0.00	\$36,500.00	\$957,000.00
Facility Roof Repairs	851-8002-0731			\$0.00	\$38,000.00	\$300,950.00
Other Capital	851-8003-0731		\$0.00	\$0.00	\$0.00	\$430,000.00
Total CV STARR CAPITAL IMPROVEMENT:			\$0.00	\$0.00	\$74,500.00	\$1,687,950.00
Total CV Starr Enterprise Fund:		\$2,681,378.06	\$2,772,595.26	\$2,888,114.32	\$2,262,779.57	\$5,407,979.51
Total:		\$17,343,211.72	\$28,532,394.46	\$15,160,516.59	\$26,819,435.36	\$30,885,001.68

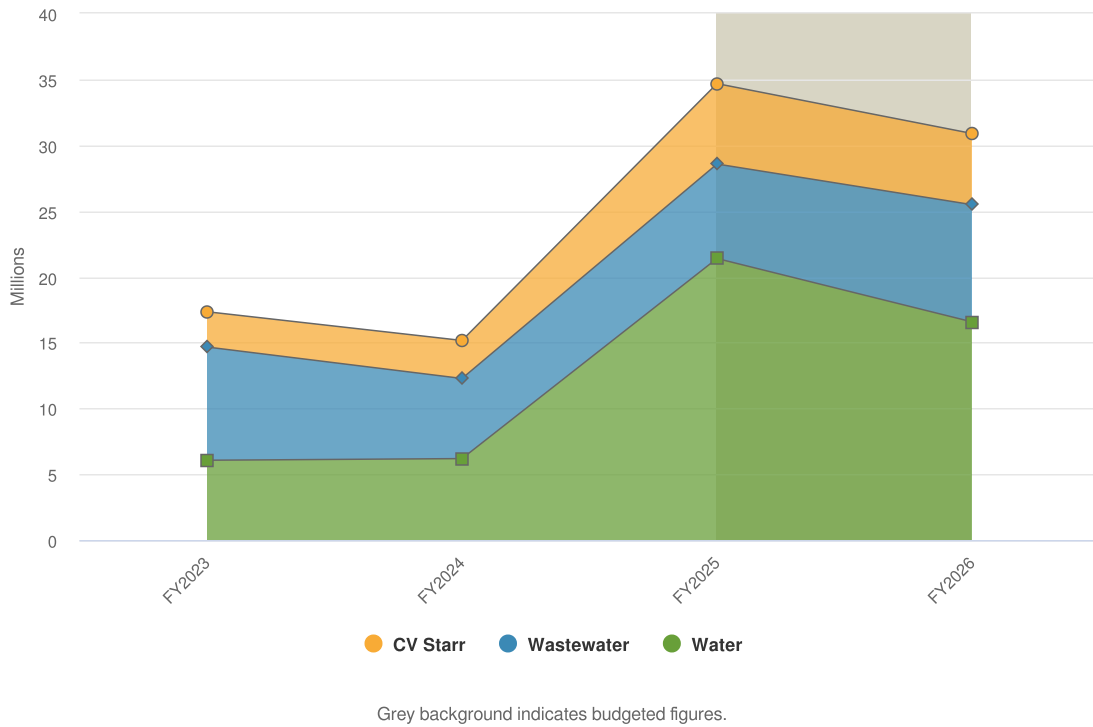
## Expenditures by Function

### Budgeted Expenditures by Function





## Budgeted and Historical Expenditures by Function



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expenditures						
Wastewater						
Non Departmental						
Sal/Benefit Recovery Costs	710-0000-3499	-\$181,639.91	-\$132,940.48	-\$191,635.08	-\$132,940.48	-\$191,635.08
Total Non Departmental:		-\$181,639.91	-\$132,940.48	-\$191,635.08	-\$132,940.48	-\$191,635.08
Transfers between funds						
Transfer to Other Funds	710-7999-0799	\$0.00	\$345,451.56	\$899,384.97	\$185,010.00	\$185,210.00
Transfer to other Funds	712-7999-0799	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Other Funds	714-7999-0799	\$0.00	\$0.00	\$29,175.25	\$0.00	\$0.00
Transfer to Other Funds	715-7999-0799	\$0.00	\$1,345,267.00	\$319,749.31	\$0.00	\$2,642,349.00
Transfer to other Funds	716-7999-0799	\$780,000.00	\$0.00	\$441,961.24	\$0.00	\$0.00
Transfer to Other Funds	717-7999-0799	\$136,243.33	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Other Funds	740-7999-0799	\$0.00	\$0.00	\$0.00	\$750,000.00	\$175,072.00
Total Transfers between funds:		\$991,243.33	\$1,690,718.56	\$1,690,270.77	\$935,010.00	\$3,002,631.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Wastewater Administration						
Auditing & Accounting	710-4710-0312	\$10,091.85	\$11,701.00	\$7,034.40	\$8,000.00	\$9,000.00
Professional Services	710-4710-0319	\$40,781.31	\$30,000.00	\$39,118.30	\$25,000.00	\$25,000.00
Liability Deductible	710-4710-0359	\$0.00	\$0.00	\$703.58	\$100.00	\$100.00
Property Premium	710-4710-0360	\$56,506.26	\$112,644.83	\$112,644.95	\$144,069.64	\$152,713.82
Telephone & Communication	710-4710-0362	\$931.64	\$1,000.00	\$990.51	\$1,000.00	\$1,000.00
Postage	710-4710-0372	\$3,701.95	\$4,000.00	\$2,064.98	\$4,000.00	\$2,089.85
Finance Charges	710-4710-0380	\$0.00	\$0.00	\$97.00	\$0.00	\$0.00
Allocation to IT Int Serv Fund	710-4710-0396	\$51,271.70	\$48,140.96	\$57,283.81	\$51,271.70	\$51,271.70
Admin Costs Allocation	710-4710-0399	\$1,368,273.82	\$636,754.00	\$1,342,899.16	\$636,754.00	\$456,691.00
Depreciation Expense	710-4710-0499	\$816,894.00	\$0.00	\$816,970.88	\$0.00	\$0.00
Bad Debt Sent to Collections	710-4710-0606	\$0.00	\$0.00	\$43.68	\$0.00	\$0.00
Miscellaneous	710-4710-0619	\$0.00	\$0.00	\$1,216.58	\$0.00	\$0.00
Salary/Benefits Allocation	710-4710-0801	\$20,000.60	\$3,768.72	-\$14,299.81	\$20,000.60	\$0.00
Total Wastewater Administration:		\$2,368,453.13	\$848,009.51	\$2,366,768.02	\$890,195.94	\$697,866.37
Wastewater Maintenance						
Professional Services	710-4711-0319	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$7,000.00
Equipment Repair & Maint	710-4711-0351	\$1,951.87	\$0.00	\$0.00	\$728.16	\$3,500.00
Training/Travel Reimbursement	710-4711-0366	\$0.00	\$3,500.00	\$570.00	\$4,500.00	\$4,000.00
General Supplies	710-4711-0375	\$16,097.68	\$15,000.00	\$13,490.57	\$12,000.00	\$14,000.00
Small Tools & Equipment	710-4711-0381	\$3,813.52	\$4,000.00	\$2,019.70	\$4,000.00	\$4,000.00
Total Wastewater Maintenance:		\$21,863.07	\$27,500.00	\$16,080.27	\$26,228.16	\$32,500.00
Wastewater Treatment						
Salaries & Wages, Regular	710-4712-0101	\$450,741.72	\$484,693.58	\$486,090.92	\$536,212.00	\$568,384.72
Overtime	710-4712-0102	\$22,714.92	\$11,671.27	\$28,143.30	\$20,996.23	\$20,000.00
Comp Time Payout	710-4712-0103	\$8,218.65	\$6,318.20	\$10,227.08	\$12,234.61	\$10,000.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Vacation Payout	710-4712-0104	\$1,283.98	\$0.00	\$672.62	\$1,960.66	\$2,000.00
Other Pay	710-4712-0109	\$36,825.62	\$0.00	\$28,696.47	\$37,803.20	\$38,000.00
Misc Insurance Premiums & Fees	710-4712-0210	\$1,499.57	\$2,058.69	\$1,628.51	\$1,826.48	\$2,191.00
Medical Premium Contribution	710-4712-0211	\$98,055.31	\$122,555.82	\$117,749.11	\$155,471.00	\$160,135.13
Uniforms	710-4712-0212	\$4,138.78	\$3,349.54	\$4,055.35	\$3,707.55	\$3,519.00
Dental Premiums	710-4712-0213	\$5,965.09	\$8,588.02	\$6,364.60	\$5,977.44	\$7,618.72
Vision Care	710-4712-0214	\$1,640.04	\$1,639.53	\$1,558.82	\$1,588.00	\$1,649.05
Pers	710-4712-0220	\$388,604.56	\$68,386.63	\$65,931.47	\$74,124.67	\$77,089.66
Retiree Medical Benefits	710-4712-0224	\$48,811.29	\$0.00	\$35,733.28	\$71,268.00	\$74,831.40
Worker's Comp Premium	710-4712-0231	\$25,353.13	\$24,513.12	\$8,514.56	\$13,959.71	\$7,691.00
FICA/Medicare	710-4712-0252	\$39,185.30	\$39,783.14	\$40,347.02	\$43,413.00	\$46,017.78
Laboratory	710-4712-0313	\$40,816.69	\$45,000.00	\$51,107.12	\$40,000.00	\$40,000.00
Professional Services	710-4712-0319	\$355,074.33	\$628,775.39	\$330,363.82	\$361,493.75	\$300,000.00
Dues & Memberships	710-4712-0320	\$825.83	\$1,000.00	\$280.00	\$800.00	\$1,000.00
Fleet Services	710-4712-0322	\$326,120.83	\$116,994.00	\$215,870.69	\$215,871.00	\$215,871.00
Laboratory Supplies	710-4712-0342	\$0.00	\$0.00	\$0.00	\$307.47	\$500.00
Chemicals	710-4712-0343	\$131,541.66	\$249,821.21	\$158,152.62	\$237,746.00	\$160,000.00
Equipment Repair & Maint	710-4712-0351	\$82,683.73	\$81,081.72	\$79,709.96	\$86,081.72	\$85,000.00
Building Repair & Maint	710-4712-0353	\$10,503.60	\$9,000.00	\$9,036.41	\$8,000.00	\$70,000.00
Laundry/Cleaning/Janitorial	710-4712-0354	\$713.98	\$750.00	\$687.40	\$500.00	\$500.00
Training/Travel Reimbursement	710-4712-0366	\$1,824.03	\$1,000.00	\$3,356.81	\$7,500.00	\$8,500.00
Postage	710-4712-0372	\$9,100.00	\$8,000.00	\$3,482.56	\$8,000.00	\$0.00
Licenses & Permits	710-4712-0373	\$7,804.30	\$17,000.00	\$14,977.00	\$17,000.00	\$20,000.00
General Supplies	710-4712-0375	\$4,436.47	\$4,500.00	\$4,453.02	\$4,500.00	\$5,000.00
Medical/Safety Supplies	710-4712-0376	\$5,554.25	\$3,000.00	\$4,856.11	\$5,000.00	\$4,500.00
Boot Expense	710-4712-0377	\$2,359.03	\$2,400.00	\$2,514.96	\$2,700.00	\$2,500.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Small Tools & Equipment	710-4712-0381	\$7,121.75	\$7,000.00	\$6,900.97	\$7,000.00	\$7,500.00
Utilities	710-4712-0383	\$305,844.13	\$300,000.00	\$351,532.04	\$315,000.00	\$325,000.00
CALPERS UAL Payment	710-4712-0387	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00
Miscellaneous	710-4712-0619	-\$2.00	\$0.00	\$2,715.00	\$67.81	\$0.00
Principal	717-4712-0911	\$0.00	\$93,000.00	-\$930.00	\$95,000.00	\$97,000.00
Interest	717-4712-0912	\$93,850.00	\$92,010.00	\$92,475.00	\$90,130.00	\$88,210.00
Fees	717-4712-0913	\$0.00	\$0.00	\$465.00	\$465.00	\$465.00
Total Wastewater Treatment:		\$2,519,210.57	\$2,458,889.86	\$2,167,719.60	\$2,508,705.30	\$2,475,673.46
Non-Recurring Capital Projects						
Machinery & Equipment	710-4713-0741	\$0.00	\$0.00	\$1,661.25	\$110,000.00	\$70,000.00
Machinery & Equipment	714-4713-0741	\$0.00	\$52,614.25	\$21,383.18	\$0.00	\$0.00
Infrastructure	714-4713-0751	\$0.00	\$25,000.00	\$15,371.62	\$0.00	\$0.00
Total Non-Recurring Capital Projects:		\$0.00	\$77,614.25	\$38,416.05	\$110,000.00	\$70,000.00
Capital Projects						
Pudding Creek Sewer Main Rel	716-7005-0731	\$0.00	\$400,000.00	\$0.00	\$0.00	\$400,000.00
Onsite Sodium Hypo Generator	716-7006-0731	\$0.00	\$194,641.38	\$0.00	\$0.00	\$0.00
Elm Street Pump	716-7007-0731	\$0.00	\$73,802.75	\$0.00	\$0.00	\$0.00
Dryer Building Reconstruction	716-7008-0731	\$0.00	\$184,480.00	\$0.00	\$20,000.00	\$1,017,421.00
Collection System Condition	716-7009-0731	\$0.00	\$750,000.00	\$0.00	\$750,000.00	\$0.00
Biosolids Storage Removal	716-7010-0731	\$0.00	\$130,000.00	\$0.00	\$0.00	\$1,400,000.00
Trash Capture	716-7011-0731	\$0.00	\$280,000.00	\$0.00	\$0.00	\$0.00
Total Capital Projects:		\$0.00	\$2,012,924.13	\$0.00	\$770,000.00	\$2,817,421.00
WW Treatment Facility Upgrade						
CIP-Treatment Facility	716-7001-0731	\$0.00	\$60,201.03	\$0.00	\$0.00	\$0.00
Total WW Treatment Facility Upgrade:		\$0.00	\$60,201.03	\$0.00	\$0.00	\$0.00
Streets-Storm Drains						



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Transfer to Other Funds	710-4522-0799	\$2,882,899.05	\$0.00	\$0.00	\$0.00	\$0.00
Total Streets-Storm Drains:		\$2,882,899.05	\$0.00	\$0.00	\$0.00	\$0.00
Total Wastewater:		\$8,602,029.24	\$7,042,916.86	\$6,087,619.63	\$5,107,198.92	\$8,904,456.75
Water						
Transfers between funds						
Transfer to Other Funds	610-7999-0799	\$0.00	\$177,534.00	\$177,534.00	\$0.00	\$0.00
Transfer to other Funds	612-7999-0799	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Other Funds	615-7999-0799	\$0.00	\$1,724,194.00	\$431,694.00	\$0.00	\$3,205,450.00
Transfer to Other Funds	640-7999-0799	\$2,950,000.00	\$0.00	\$0.00	\$774,118.00	\$0.00
Transfer to Other Funds	651-7999-0799	\$0.00	\$0.00	\$2,172,631.14	\$0.00	\$0.00
Total Transfers between funds:		\$3,025,000.00	\$1,901,728.00	\$2,781,859.14	\$774,118.00	\$3,205,450.00
Water Administration						
Salaries & Wages	610-4610-0101	\$334,407.94	\$393,535.34	\$392,600.49	\$429,106.04	\$454,852.40
Overtime	610-4610-0102	\$9,779.86	\$7,017.56	\$10,082.20	\$13,904.38	\$14,913.00
Comp Time Payout	610-4610-0103	\$6,365.99	\$7,000.00	\$6,977.79	\$10,651.15	\$10,000.00
Vacation Payout	610-4610-0104	\$2,524.10	\$0.00	\$2,067.02	\$525.04	\$0.00
Other Pay	610-4610-0109	\$17,738.69	\$13,684.19	\$18,345.50	\$31,076.10	\$32,940.66
Misc Insurance Premium	610-4610-0210	\$1,191.71	\$1,777.75	\$1,337.64	\$1,570.09	\$2,000.00
Medical Premium Contribution	610-4610-0211	\$66,460.44	\$96,184.60	\$80,802.63	\$92,669.00	\$93,865.08
Uniforms	610-4610-0212	\$0.00	\$2,755.88	\$0.00	\$811.08	\$1,500.00
Dental Premiums	610-4610-0213	\$4,297.22	\$6,699.10	\$4,586.54	\$4,951.81	\$5,123.00
Vision Care	610-4610-0214	\$1,045.82	\$1,486.98	\$1,228.62	\$1,279.19	\$1,300.00
PERS	610-4610-0220	\$69,960.62	\$94,559.38	\$40,123.18	\$71,933.88	\$76,969.25
Retiree Medical Benefits	610-4610-0224	\$38,351.75	\$0.00	\$35,772.31	\$37,031.02	\$38,612.00
Workers Comp Premium	610-4610-0231	\$9,397.32	\$38,636.77	\$6,913.20	\$5,231.00	\$6,100.00
FICA/Medicare	610-4610-0252	\$26,415.75	\$35,282.44	\$33,083.45	\$33,933.74	\$36,309.10
Legal	610-4610-0311	\$1,145.46	\$20,000.00	\$6,900.00	\$8,510.00	\$15,000.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Auditing & Accounting	610-4610-0312	\$12,091.85	\$13,000.00	\$7,774.86	\$11,630.64	\$0.00
Professional Services	610-4610-0319	\$53,398.74	\$40,000.00	\$41,545.10	\$39,691.00	\$41,361.00
Equipment Repair & Maint	610-4610-0351	\$246.48	\$0.00	\$0.00	\$0.00	\$0.00
Property Premium	610-4610-0360	\$50,150.89	\$62,688.61	\$53,392.39	\$68,287.07	\$72,384.29
Telephone & Communication	610-4610-0362	\$2,551.65	\$2,600.00	\$1,601.95	\$1,911.00	\$2,039.00
Postage	610-4610-0372	\$12,765.18	\$7,100.00	\$5,507.90	\$5,316.00	\$6,000.00
General Supplies	610-4610-0375	\$263.80	\$0.00	\$0.00	\$0.00	\$0.00
Finance Charges	610-4610-0380	\$0.00	\$0.00	\$97.00	\$0.00	\$0.00
PERS UAL additional Payment	610-4610-0387	-\$50,000.00	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00
Allocation to IT Int Serv Fund	610-4610-0396	\$37,288.51	\$16,046.99	\$41,660.95	\$37,288.51	\$37,288.51
Admin Costs Allocation	610-4610-0399	\$624,736.51	\$430,418.00	\$768,014.68	\$430,418.00	\$430,418.00
Depreciation Expense	610-4610-0499	\$364,563.00	\$0.00	\$353,968.18	\$0.00	\$0.00
Bad Debt Sent to Collection	610-4610-0606	\$0.00	\$0.00	\$439.08	\$0.00	\$0.00
Miscellaneous	610-4610-0619	\$0.00	\$0.00	\$884.73	\$0.00	\$0.00
Salary/Benefits Allocation	610-4610-0801	\$562,362.26	\$469,234.13	\$670,128.31	\$469,234.13	\$469,234.13
Total Water Administration:		\$2,259,501.54	\$1,784,707.72	\$2,585,835.70	\$1,831,959.87	\$1,873,209.42
Water Treatment						
Laboratory	610-4612-0313	\$9,987.37	\$15,000.00	\$15,514.90	\$15,000.00	\$15,000.00
Professional Services	610-4612-0319	\$62,650.80	\$49,258.00	\$39,326.51	\$66,770.00	\$4,000.00
Dues & Memberships	610-4612-0320	\$685.82	\$500.00	\$325.00	\$0.00	\$0.00
Fleet Services	610-4612-0322	\$192,153.21	\$58,348.00	\$125,229.05	\$0.00	\$0.00
Laboratory Supplies	610-4612-0342	\$5,986.67	\$10,000.00	\$6,651.31	\$10,000.00	\$10,000.00
Chemicals	610-4612-0343	\$34,583.53	\$40,000.00	\$39,539.88	\$5,000.00	\$57,500.00
Equipment Repair & Maint	610-4612-0351	\$31,294.78	\$41,378.00	\$42,895.51	\$70,000.00	\$60,000.00
Building Repair & Maint	610-4612-0353	\$2,987.15	\$2,500.00	\$383.97	\$5,000.00	\$5,000.00
Laundry/Cleaning/Janitorial	610-4612-0354	\$2,293.02	\$2,000.00	\$2,304.45	\$2,000.00	\$2,000.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Training/Travel Reimbursement	610-4612-0366	\$3,326.63	\$5,500.00	\$2,302.87	\$7,000.00	\$7,000.00
Licenses & Permits	610-4612-0373	\$34,843.31	\$24,000.00	\$13,090.84	\$24,000.00	\$24,000.00
General Supplies	610-4612-0375	\$2,489.02	\$3,000.00	\$1,760.62	\$4,000.00	\$4,000.00
Medical/Safety Supplies	610-4612-0376	\$1,590.27	\$3,000.00	\$2,754.62	\$3,500.00	\$3,500.00
Small Tools & Equipment	610-4612-0381	\$6,910.91	\$7,000.00	\$1,609.93	\$7,000.00	\$170,000.00
Utilities	610-4612-0383	\$174,939.69	\$175,000.00	\$192,471.20	\$192,000.00	\$200,000.00
Infrastructure	610-4612-0751	\$0.00	\$30,000.00	\$45,978.00	\$440,000.00	\$250,000.00
Principal	610-4612-0911	\$25,357.20	\$332,000.00	\$0.00	\$0.00	\$0.00
Interest	610-4612-0912	\$67,126.57	\$5,080.00	\$25,370.44	\$0.00	\$0.00
Fees	610-4612-0913	\$637.50	\$3,000.00	\$0.00	\$0.00	\$0.00
Total Water Treatment:		\$659,843.45	\$806,564.00	\$557,509.10	\$851,270.00	\$812,000.00
Water Maintenance						
Training/Travel Reimbursement	610-4611-0366	\$3,088.60	\$5,000.00	\$2,985.76	\$4,000.00	\$8,000.00
General Supplies	610-4611-0375	\$89,941.57	\$100,000.00	\$73,567.91	\$100,000.00	\$110,000.00
Small Tools & Equipment	610-4611-0381	\$11,929.26	\$7,500.00	\$4,317.19	\$7,500.00	\$8,000.00
Total Water Maintenance:		\$104,959.43	\$112,500.00	\$80,870.86	\$111,500.00	\$126,000.00
Water Treatment Plant						
CIP-Water Treatment Plant	651-6006-0731	\$0.00	\$5,290,344.49	\$0.00	\$10,414,000.00	\$2,512,000.00
Total Water Treatment Plant:		\$0.00	\$5,290,344.49	\$0.00	\$10,414,000.00	\$2,512,000.00
Raw Water Line Replacement						
Engineering-Raw Water Line Rep	651-6007-0310	\$0.00	\$201,927.89	\$178,707.84	\$0.00	\$0.00
CIP Raw Water Line Replacement	651-6007-0731	\$0.00	\$4,055,000.00	\$0.00	\$4,272,031.00	\$5,538,456.00
Total Raw Water Line Replacement:		\$0.00	\$4,256,927.89	\$178,707.84	\$4,272,031.00	\$5,538,456.00
Pudding Creek Wtr Main						
CIP-Pudding Creek Wtr Main	651-6008-0731	\$0.00	\$826,064.50	\$0.00	\$0.00	\$1,015,450.00
Total Pudding Creek Wtr Main:		\$0.00	\$826,064.50	\$0.00	\$0.00	\$1,015,450.00
Madsen Hole Rainey						



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Madsen Hole	651-6009-0731	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Total Madsen Hole Rainey:		\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Water Meter Replacement						
Water Meter Replacement CIP	651-6127-0731	\$10,500.00	\$1,390,803.44	\$0.00	\$826,073.00	\$0.00
Total Water Meter Replacement:		\$10,500.00	\$1,390,803.44	\$0.00	\$826,073.00	\$0.00
Distribution System Rehab- CIP						
Distribution System Rehab- CIP	651-6128-0731	\$0.00	\$718,267.54	\$0.00	\$368,505.00	\$0.00
Total Distribution System Rehab- CIP:		\$0.00	\$718,267.54	\$0.00	\$368,505.00	\$0.00
Raw Water Reservoir CIP						
Oneka	651-6129-0731	\$0.00	\$800,000.00	\$0.00	\$0.00	\$800,000.00
Total Raw Water Reservoir CIP:		\$0.00	\$800,000.00	\$0.00	\$0.00	\$800,000.00
Capital Projects						
Desalination and Groundwater	651-6130-0731	\$0.00	\$0.00	\$0.00	\$0.00	\$90,000.00
CIP- Sewer Line Pudding Creek	651-6131-0731	\$0.00	\$500,000.00	\$0.00	\$0.00	\$0.00
CIP- Raw Water Reservoir	651-6135-0731	\$0.00	\$28,974.76	\$0.00	\$0.00	\$0.00
CIP - Extend Water System -Nor	651-6136-0731	\$0.00	\$300,000.00	\$0.00	\$0.00	\$300,000.00
Total Capital Projects:		\$0.00	\$828,974.76	\$0.00	\$0.00	\$390,000.00
Total Water:		\$6,059,804.42	\$18,716,882.34	\$6,184,782.64	\$19,449,456.87	\$16,572,565.42
CV Starr						
Transfers between funds						
Transfer to Other Funds	810-7999-0799	\$0.00	\$216,071.00	\$216,071.00	\$74,500.00	\$1,687,950.00
Total Transfers between funds:		\$0.00	\$216,071.00	\$216,071.00	\$74,500.00	\$1,687,950.00
Administrative Expenses						
Salaries & Wages	810-4812-0101	\$944,440.97	\$1,128,479.76	\$839,224.59	\$813,000.00	\$907,609.00
Overtime	810-4812-0102	\$3,567.54	\$4,000.00	\$9,500.41	\$11,923.00	\$12,286.03
Comp Time	810-4812-0103			\$0.00	\$1,932.24	\$2,000.00
Vacation Payout	810-4812-0104	\$11,667.56	\$0.00	\$50,092.34	\$475.10	\$2,000.00
Other Pay	810-4812-0109	\$9,375.53	\$0.00	\$213.88	\$1,423.08	\$1,600.00





Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Emp Benefits-CV Starr	810-4812-0201	\$71,527.50	\$4,988.60	\$4,078.51	\$0.00	\$0.00
Misc Insurance Premiums & Fees	810-4812-0210	\$16,713.18	\$160.81	\$6,887.11	\$2,231.65	\$3,000.00
Medical Premium Contribution	810-4812-0211	\$0.00	\$96,520.00	\$77,163.91	\$74,108.37	\$76,108.44
Dental Premiums	810-4812-0213	\$0.00	\$7,000.00	\$408.71	\$4,556.75	\$4,900.00
Vision Benefits	810-4812-0214	\$0.00	\$0.00	\$163.59	\$1,900.00	\$2,100.00
Worker's Comp Premium	810-4812-0231	\$28,370.20	\$22,909.95	\$20,506.00	\$14,373.98	\$0.00
UIB/ETT/FUTA	810-4812-0251	\$7,328.06	\$87,858.70	\$4,132.49	\$0.00	\$0.00
FICA/MEDICARE	810-4812-0252	\$75,553.88	\$87,858.70	\$70,316.96	\$77,370.66	\$68,381.65
Legal - CV Starr	810-4812-0311	\$0.00	\$7,000.00	\$10,048.56	\$5,000.00	\$5,000.00
Auditing & Accting - CV Starr	810-4812-0312	\$0.00	\$9,000.00	\$5,553.47	\$3,737.93	\$5,000.00
Recruitment Costs	810-4812-0317	\$607.00	\$1,500.00	\$440.00	\$0.00	\$2,000.00
Professional Services	810-4812-0319	\$4,136.19	\$15,000.00	\$2,227.42	\$35,000.00	\$37,000.00
Dues and Memberships	810-4812-0320	\$907.80	\$2,000.00	\$2,498.85	\$1,000.00	\$3,000.00
Equipment Repair & Maint	810-4812-0351	\$622.61	\$0.00	\$0.00	\$0.00	\$0.00
Property Ins. Premium	810-4812-0360			\$0.00	\$118,926.59	\$122,494.39
Telephone & Communications	810-4812-0362	\$11,004.74	\$12,000.00	\$9,403.02	\$10,000.00	\$10,000.00
Printing & Copying Costs	810-4812-0365	\$7,448.41	\$4,000.00	\$4,077.49	\$5,000.00	\$5,000.00
Travel and Training	810-4812-0366	\$250.00	\$2,000.00	\$291.17	\$2,000.00	\$5,000.00
Postage	810-4812-0372	\$252.00	\$600.00	\$231.15	\$100.00	\$100.00
License & Permits	810-4812-0373	\$10,193.99	\$5,000.00	\$8,603.91	\$7,000.00	\$8,000.00
General Supplies	810-4812-0375	\$5,003.37	\$5,280.00	\$3,325.50	\$1,500.00	\$2,000.00
Uniforms	810-4812-0378	\$59.00	\$0.00	\$0.00	\$500.00	\$500.00
Merchandise & Art Sales	810-4812-0390		\$0.00	\$2,250.21	\$3,000.00	\$3,000.00
Marketing and Promotions	810-4812-0391		\$0.00	\$10,949.41	\$15,000.00	\$15,000.00
Admin Costs Allocation - CVSC	810-4812-0399	-\$19,789.85	\$10,000.00	\$0.00	\$140,000.00	\$140,000.00
Depreciation Expense	810-4812-0499	\$650,590.00	\$0.00	\$675,919.05	\$0.00	\$0.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Miscellaneous	810-4812-0619	\$6.63	\$0.00	\$0.00	\$0.00	\$0.00
Capital	810-4812-0751	\$5,899.00	\$405,982.16	\$24,546.92	\$104,638.22	\$0.00
Sal/Benefit Allocation - CVSC	810-4812-0801			\$19,319.73	\$0.00	\$0.00
CV Starr Tax Allocation	810-4812-0803	\$184,007.71	\$0.00	\$0.00	\$0.00	\$0.00
CV Starr Operating Expenses	810-4812-0806	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00
IT Services	810-4812-4111	\$52,051.04	\$50,000.00	\$46,539.00	\$3,882.00	\$0.00
Insurance	810-4812-4115	\$43,515.75	\$30,207.50	\$211,248.20	\$15,000.00	\$0.00
Bank Fees	810-4812-4116	\$18,498.33	\$4,800.00	\$21,178.91	\$20,000.00	\$0.00
LAFCO & Property Tax	810-4812-4117	\$6,810.50	\$5,811.00	\$0.00	\$0.00	\$0.00
Total Administrative Expenses:		\$2,152,868.64	\$2,009,957.18	\$2,141,340.47	\$1,494,579.57	\$1,443,079.51
Facility/Maint Expenditures						
Professional Services	810-4813-0319	\$750.00	\$1,000.00	\$17,534.83	\$8,000.00	\$5,000.00
Chemicals	810-4813-0343	\$32,623.62	\$30,000.00	\$28,260.07	\$30,000.00	\$30,000.00
Equipment Repair & Maint	810-4813-0351	\$45,818.01	\$62,247.08	\$56,269.97	\$100,000.00	\$40,000.00
Telephone	810-4813-0362	\$280.45	\$0.00	\$0.00	\$0.00	\$0.00
Travel & Training	810-4813-0366	\$0.00	\$4,000.00	\$347.39	\$1,500.00	\$1,000.00
General Supplies	810-4813-0375	\$47,613.69	\$35,000.00	\$43,612.43	\$40,000.00	\$40,000.00
Uniforms	810-4813-0378	\$0.00	\$2,000.00	\$468.75	\$1,000.00	\$1,000.00
Small Tools & Equipment	810-4813-0381	\$2,876.57	\$2,000.00	\$40.68	\$1,000.00	\$1,500.00
Utilities	810-4813-0383	\$365,940.98	\$350,000.00	\$354,858.65	\$412,000.00	\$420,000.00
IT Services	810-4813-4111	\$48.97	\$0.00	-\$297.10	\$0.00	\$0.00
Marketing and Promotions	810-4813-4114	\$2,166.66	\$0.00	\$0.00	\$0.00	\$0.00
Alarm/Security	810-4813-4118	\$934.80	\$0.00	\$0.00	\$0.00	\$0.00
Ground Maintenance Costs	810-4813-4119	\$4,920.25	\$0.00	\$0.00	\$0.00	\$0.00
Total Facility/Maint Expenditures:		\$503,974.00	\$486,247.08	\$501,095.67	\$593,500.00	\$538,500.00
Guest Services						

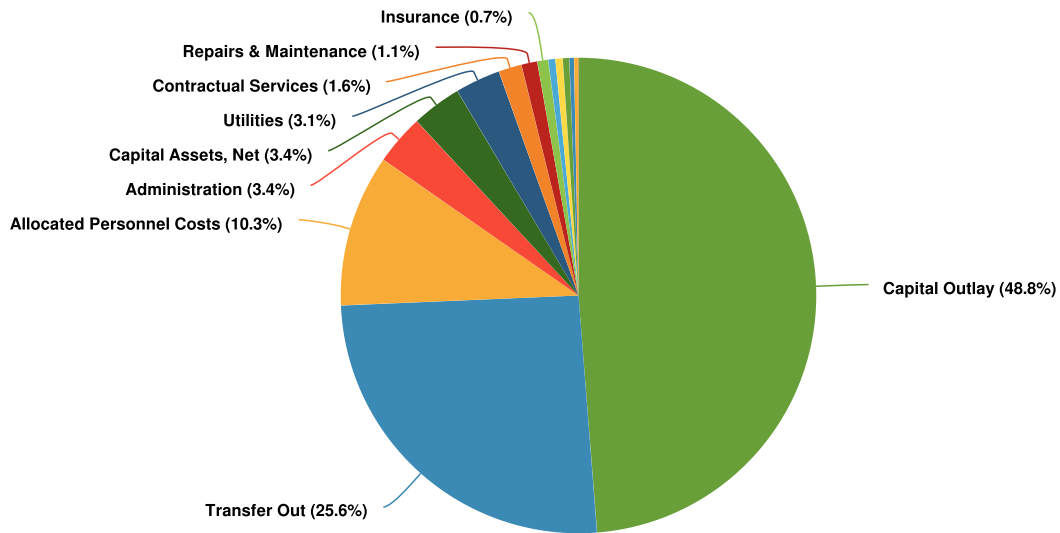


Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Dues & Membership	810-4814-0320	\$722.00	\$3,100.00	\$0.00	\$0.00	\$0.00
Copying and Printing	810-4814-0365	\$947.22	\$500.00	\$0.00	\$0.00	\$0.00
Travel & Training	810-4814-0366	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00
General Supplies	810-4814-0375	\$252.01	\$1,800.00	\$0.00	\$0.00	\$0.00
Uniforms	810-4814-0378	\$0.00	\$700.00	\$0.00	\$0.00	\$0.00
Marketing and Promotions	810-4814-4114	\$7,246.64	\$15,000.00	\$0.00	\$0.00	\$0.00
Merchandise & Art Sales	810-4814-4117	\$1,350.14	\$5,000.00	\$0.00	\$0.00	\$0.00
Total Guest Services:		\$10,518.01	\$29,100.00	\$0.00	\$0.00	\$0.00
Recreation/Program Expenses						
Dues and Memberships	810-4815-0320	\$2,431.00	\$1,400.00	\$420.00	\$700.00	\$1,000.00
Travel and Training	810-4815-0366	\$1,786.96	\$3,000.00	\$4,726.98	\$3,500.00	\$6,000.00
License & Permits	810-4815-0373	\$2,315.25	\$3,000.00	\$146.25	\$5,700.00	\$8,000.00
General Supplies	810-4815-0375	\$4,451.76	\$1,000.00	\$33.19	\$300.00	\$1,000.00
Program Supplies	810-4815-0376	\$0.00	\$8,620.00	\$9,707.05	\$5,000.00	\$5,000.00
Pool Side Supplies	810-4815-0377	\$0.00	\$5,300.00	\$4,909.07	\$2,500.00	\$10,000.00
Uniforms	810-4815-0378	\$2,142.71	\$2,200.00	\$2,306.04	\$2,000.00	\$2,500.00
Honorarium Expenses	810-4815-0379	\$889.73	\$4,500.00	\$2,065.91	\$2,000.00	\$3,000.00
Gym Side Supplies	810-4815-0380	\$0.00	\$2,200.00	\$5,292.69	\$4,000.00	\$4,000.00
Other Recreation Activities	810-4815-0381			\$0.00	\$0.00	\$10,000.00
Total Recreation/Program Expenses:		\$14,017.41	\$31,220.00	\$29,607.18	\$25,700.00	\$50,500.00
Capital Improvement						
HVAC System	851-8001-0731			\$0.00	\$36,500.00	\$957,000.00
Facility Roof Repairs	851-8002-0731			\$0.00	\$38,000.00	\$300,950.00
Other Capital	851-8003-0731		\$0.00	\$0.00	\$0.00	\$430,000.00
Total Capital Improvement:			\$0.00	\$0.00	\$74,500.00	\$1,687,950.00
Total CV Starr:		\$2,681,378.06	\$2,772,595.26	\$2,888,114.32	\$2,262,779.57	\$5,407,979.51
Total Expenditures:		\$17,343,211.72	\$28,532,394.46	\$15,160,516.59	\$26,819,435.36	\$30,885,001.68

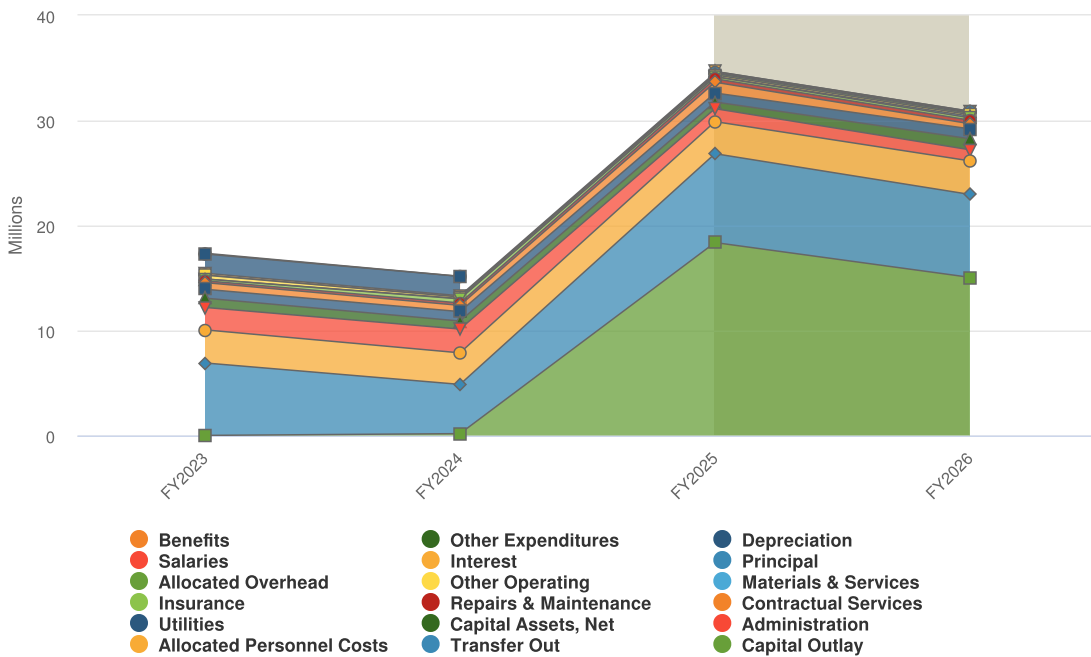


# Expenditures by Expense Type

## Budgeted Expenditures by Expense Type



## Budgeted and Historical Expenditures by Expense Type



Grey background indicates budgeted figures.



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects						
Salaries						
Comp Time	810-4812-0103			\$0.00	\$1,932.24	\$2,000.00
Total Salaries:				\$0.00	\$1,932.24	\$2,000.00
Benefits						
Emp Benefits-CV Starr	810-4812-0201	\$71,527.50	\$4,988.60	\$4,078.51	\$0.00	\$0.00
Total Benefits:		\$71,527.50	\$4,988.60	\$4,078.51	\$0.00	\$0.00
Materials & Services						
Bad Debt Sent to Collection	610-4610-0606	\$0.00	\$0.00	\$439.08	\$0.00	\$0.00
Finance Charges	710-4710-0380	\$0.00	\$0.00	\$97.00	\$0.00	\$0.00
Bad Debt Sent to Collections	710-4710-0606	\$0.00	\$0.00	\$43.68	\$0.00	\$0.00
Property Ins. Premium	810-4812-0360			\$0.00	\$118,926.59	\$122,494.39
Postage	810-4812-0372	\$252.00	\$600.00	\$231.15	\$100.00	\$100.00
Merchandise & Art Sales	810-4812-0390		\$0.00	\$2,250.21	\$3,000.00	\$3,000.00
Marketing and Promotions	810-4812-0391		\$0.00	\$10,949.41	\$15,000.00	\$15,000.00
Sal/Benefit Allocation - CVSC	810-4812-0801			\$19,319.73	\$0.00	\$0.00
Other Recreation Activities	810-4815-0381			\$0.00	\$0.00	\$10,000.00
Total Materials & Services:		\$252.00	\$600.00	\$33,330.26	\$137,026.59	\$150,594.39
Other Expenditures						
CV Starr Operating Expenses	810-4812-0806	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Expenditures:		\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00
Allocated Personnel Costs						
Salaries & Wages	610-4610-0101	\$334,407.94	\$393,535.34	\$392,600.49	\$429,106.04	\$454,852.40
Overtime	610-4610-0102	\$9,779.86	\$7,017.56	\$10,082.20	\$13,904.38	\$14,913.00
Comp Time Payout	610-4610-0103	\$6,365.99	\$7,000.00	\$6,977.79	\$10,651.15	\$10,000.00
Vacation Payout	610-4610-0104	\$2,524.10	\$0.00	\$2,067.02	\$525.04	\$0.00
Other Pay	610-4610-0109	\$17,738.69	\$13,684.19	\$18,345.50	\$31,076.10	\$32,940.66
Misc Insurance Premium	610-4610-0210	\$1,191.71	\$1,777.75	\$1,337.64	\$1,570.09	\$2,000.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Medical Premium Contribution	610-4610-0211	\$66,460.44	\$96,184.60	\$80,802.63	\$92,669.00	\$93,865.08
Uniforms	610-4610-0212	\$0.00	\$2,755.88	\$0.00	\$811.08	\$1,500.00
Dental Premiums	610-4610-0213	\$4,297.22	\$6,699.10	\$4,586.54	\$4,951.81	\$5,123.00
Vision Care	610-4610-0214	\$1,045.82	\$1,486.98	\$1,228.62	\$1,279.19	\$1,300.00
PERS	610-4610-0220	\$69,960.62	\$94,559.38	\$40,123.18	\$71,933.88	\$76,969.25
Retiree Medical Benefits	610-4610-0224	\$38,351.75	\$0.00	\$35,772.31	\$37,031.02	\$38,612.00
Workers Comp Premium	610-4610-0231	\$9,397.32	\$38,636.77	\$6,913.20	\$5,231.00	\$6,100.00
FICA/Medicare	610-4610-0252	\$26,415.75	\$35,282.44	\$33,083.45	\$33,933.74	\$36,309.10
PERS UAL additional Payment	610-4610-0387	-\$50,000.00	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00
Salary/Benefits Allocation	610-4610-0801	\$562,362.26	\$469,234.13	\$670,128.31	\$469,234.13	\$469,234.13
Sal/Benefit Recovery Costs	710-0000-3499	-\$181,639.91	-\$132,940.48	-\$191,635.08	-\$132,940.48	-\$191,635.08
Salary/Benefits Allocation	710-4710-0801	\$20,000.60	\$3,768.72	-\$14,299.81	\$20,000.60	\$0.00
Salaries & Wages, Regular	710-4712-0101	\$450,741.72	\$484,693.58	\$486,090.92	\$536,212.00	\$568,384.72
Overtime	710-4712-0102	\$22,714.92	\$11,671.27	\$28,143.30	\$20,996.23	\$20,000.00
Comp Time Payout	710-4712-0103	\$8,218.65	\$6,318.20	\$10,227.08	\$12,234.61	\$10,000.00
Vacation Payout	710-4712-0104	\$1,283.98	\$0.00	\$672.62	\$1,960.66	\$2,000.00
Other Pay	710-4712-0109	\$36,825.62	\$0.00	\$28,696.47	\$37,803.20	\$38,000.00
Misc Insurance Premiums & Fees	710-4712-0210	\$1,499.57	\$2,058.69	\$1,628.51	\$1,826.48	\$2,191.00
Medical Premium Contribution	710-4712-0211	\$98,055.31	\$122,555.82	\$117,749.11	\$155,471.00	\$160,135.13
Uniforms	710-4712-0212	\$4,138.78	\$3,349.54	\$4,055.35	\$3,707.55	\$3,519.00
Dental Premiums	710-4712-0213	\$5,965.09	\$8,588.02	\$6,364.60	\$5,977.44	\$7,618.72
Vision Care	710-4712-0214	\$1,640.04	\$1,639.53	\$1,558.82	\$1,588.00	\$1,649.05
Pers	710-4712-0220	\$388,604.56	\$68,386.63	\$65,931.47	\$74,124.67	\$77,089.66
Retiree Medical Benefits	710-4712-0224	\$48,811.29	\$0.00	\$35,733.28	\$71,268.00	\$74,831.40
Worker's Comp Premium	710-4712-0231	\$25,353.13	\$24,513.12	\$8,514.56	\$13,959.71	\$7,691.00
FICA/Medicare	710-4712-0252	\$39,185.30	\$39,783.14	\$40,347.02	\$43,413.00	\$46,017.78



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
CALPERS UAL Payment	710-4712-0387	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00
Salaries & Wages	810-4812-0101	\$944,440.97	\$1,128,479.76	\$839,224.59	\$813,000.00	\$907,609.00
Overtime	810-4812-0102	\$3,567.54	\$4,000.00	\$9,500.41	\$11,923.00	\$12,286.03
Vacation Payout	810-4812-0104	\$11,667.56	\$0.00	\$50,092.34	\$475.10	\$2,000.00
Other Pay	810-4812-0109	\$9,375.53	\$0.00	\$213.88	\$1,423.08	\$1,600.00
Medical Premium Contribution	810-4812-0211	\$0.00	\$96,520.00	\$77,163.91	\$74,108.37	\$76,108.44
Dental Premiums	810-4812-0213	\$0.00	\$7,000.00	\$408.71	\$4,556.75	\$4,900.00
Vision Benefits	810-4812-0214	\$0.00	\$0.00	\$163.59	\$1,900.00	\$2,100.00
Worker's Comp Premium	810-4812-0231	\$28,370.20	\$22,909.95	\$20,506.00	\$14,373.98	\$0.00
UIB/ETT/FUTA	810-4812-0251	\$7,328.06	\$87,858.70	\$4,132.49	\$0.00	\$0.00
FICA/MEDICARE	810-4812-0252	\$75,553.88	\$87,858.70	\$70,316.96	\$77,370.66	\$68,381.65
Total Allocated Personnel Costs:		\$3,152,001.86	\$3,296,867.01	\$3,005,549.98	\$3,120,641.26	\$3,196,196.12
Repairs & Maintenance						
Equipment Repair & Maint	610-4612-0351	\$31,294.78	\$41,378.00	\$42,895.51	\$70,000.00	\$60,000.00
Building Repair & Maint	610-4612-0353	\$2,987.15	\$2,500.00	\$383.97	\$5,000.00	\$5,000.00
Laundry/Cleaning/Janitorial	610-4612-0354	\$2,293.02	\$2,000.00	\$2,304.45	\$2,000.00	\$2,000.00
Equipment Repair & Maint	710-4711-0351	\$1,951.87	\$0.00	\$0.00	\$728.16	\$3,500.00
Equipment Repair & Maint	710-4712-0351	\$82,683.73	\$81,081.72	\$79,709.96	\$86,081.72	\$85,000.00
Building Repair & Maint	710-4712-0353	\$10,503.60	\$9,000.00	\$9,036.41	\$8,000.00	\$70,000.00
Laundry/Cleaning/Janitorial	710-4712-0354	\$713.98	\$750.00	\$687.40	\$500.00	\$500.00
Machinery & Equipment	710-4713-0741	\$0.00	\$0.00	\$1,661.25	\$110,000.00	\$70,000.00
Machinery & Equipment	714-4713-0741	\$0.00	\$52,614.25	\$21,383.18	\$0.00	\$0.00
Infrastructure	714-4713-0751	\$0.00	\$25,000.00	\$15,371.62	\$0.00	\$0.00
Equipment Repair & Maint	810-4812-0351	\$622.61	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Repair & Maint	810-4813-0351	\$45,818.01	\$62,247.08	\$56,269.97	\$100,000.00	\$40,000.00
Total Repairs & Maintenance:		\$178,868.75	\$276,571.05	\$229,703.72	\$382,309.88	\$336,000.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Capital Outlay						
CIP-Water Treatment Plant	651-6006-0731	\$0.00	\$5,290,344.49	\$0.00	\$10,414,000.00	\$2,512,000.00
Engineering-Raw Water Line Rep	651-6007-0310	\$0.00	\$201,927.89	\$178,707.84	\$0.00	\$0.00
CIP Raw Water Line Replacement	651-6007-0731	\$0.00	\$4,055,000.00	\$0.00	\$4,272,031.00	\$5,538,456.00
CIP-Pudding Creek Wtr Main	651-6008-0731	\$0.00	\$826,064.50	\$0.00	\$0.00	\$1,015,450.00
Madsen Hole	651-6009-0731	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Water Meter Replacement CIP	651-6127-0731	\$10,500.00	\$1,390,803.44	\$0.00	\$826,073.00	\$0.00
Distribution System Rehab- CIP	651-6128-0731	\$0.00	\$718,267.54	\$0.00	\$368,505.00	\$0.00
Oneka	651-6129-0731	\$0.00	\$800,000.00	\$0.00	\$0.00	\$800,000.00
Desalination and Groundwater	651-6130-0731	\$0.00	\$0.00	\$0.00	\$0.00	\$90,000.00
CIP- Sewer Line Pudding Creek	651-6131-0731	\$0.00	\$500,000.00	\$0.00	\$0.00	\$0.00
CIP- Raw Water Reservoir	651-6135-0731	\$0.00	\$28,974.76	\$0.00	\$0.00	\$0.00
CIP - Extend Water System -Nor	651-6136-0731	\$0.00	\$300,000.00	\$0.00	\$0.00	\$300,000.00
CIP-Treatment Facility	716-7001-0731	\$0.00	\$60,201.03	\$0.00	\$0.00	\$0.00
Pudding Creek Sewer Main Rel	716-7005-0731	\$0.00	\$400,000.00	\$0.00	\$0.00	\$400,000.00
Onsite Sodium Hypo Generator	716-7006-0731	\$0.00	\$194,641.38	\$0.00	\$0.00	\$0.00
Elm Street Pump	716-7007-0731	\$0.00	\$73,802.75	\$0.00	\$0.00	\$0.00
Dryer Building Reconstruction	716-7008-0731	\$0.00	\$184,480.00	\$0.00	\$20,000.00	\$1,017,421.00
Collection System Condition	716-7009-0731	\$0.00	\$750,000.00	\$0.00	\$750,000.00	\$0.00
Biosolids Storage Removal	716-7010-0731	\$0.00	\$130,000.00	\$0.00	\$0.00	\$1,400,000.00
Trash Capture	716-7011-0731	\$0.00	\$280,000.00	\$0.00	\$0.00	\$0.00
HVAC System	851-8001-0731			\$0.00	\$36,500.00	\$957,000.00
Facility Roof Repairs	851-8002-0731			\$0.00	\$38,000.00	\$300,950.00
Other Capital	851-8003-0731		\$0.00	\$0.00	\$0.00	\$430,000.00
Total Capital Outlay:		\$10,500.00	\$16,184,507.78	\$178,707.84	\$16,725,109.00	\$15,061,277.00
Interest						
Interest	610-4612-0912	\$67,126.57	\$5,080.00	\$25,370.44	\$0.00	\$0.00





Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Fees	610-4612-0913	\$637.50	\$3,000.00	\$0.00	\$0.00	\$0.00
Interest	717-4712-0912	\$93,850.00	\$92,010.00	\$92,475.00	\$90,130.00	\$88,210.00
Fees	717-4712-0913	\$0.00	\$0.00	\$465.00	\$465.00	\$465.00
Total Interest:		\$161,614.07	\$100,090.00	\$118,310.44	\$90,595.00	\$88,675.00
Allocated Overhead						
Admin Costs Allocation - CVSC	810-4812-0399	-\$19,789.85	\$10,000.00	\$0.00	\$140,000.00	\$140,000.00
Total Allocated Overhead:		-\$19,789.85	\$10,000.00	\$0.00	\$140,000.00	\$140,000.00
Capital Assets, Net						
Postage	610-4610-0372	\$12,765.18	\$7,100.00	\$5,507.90	\$5,316.00	\$6,000.00
General Supplies	610-4610-0375	\$263.80	\$0.00	\$0.00	\$0.00	\$0.00
General Supplies	610-4611-0375	\$89,941.57	\$100,000.00	\$73,567.91	\$100,000.00	\$110,000.00
Small Tools & Equipment	610-4611-0381	\$11,929.26	\$7,500.00	\$4,317.19	\$7,500.00	\$8,000.00
Laboratory	610-4612-0313	\$9,987.37	\$15,000.00	\$15,514.90	\$15,000.00	\$15,000.00
Fleet Services	610-4612-0322	\$192,153.21	\$58,348.00	\$125,229.05	\$0.00	\$0.00
Laboratory Supplies	610-4612-0342	\$5,986.67	\$10,000.00	\$6,651.31	\$10,000.00	\$10,000.00
Chemicals	610-4612-0343	\$34,583.53	\$40,000.00	\$39,539.88	\$5,000.00	\$57,500.00
General Supplies	610-4612-0375	\$2,489.02	\$3,000.00	\$1,760.62	\$4,000.00	\$4,000.00
Medical/Safety Supplies	610-4612-0376	\$1,590.27	\$3,000.00	\$2,754.62	\$3,500.00	\$3,500.00
Small Tools & Equipment	610-4612-0381	\$6,910.91	\$7,000.00	\$1,609.93	\$7,000.00	\$170,000.00
Infrastructure	610-4612-0751	\$0.00	\$30,000.00	\$45,978.00	\$440,000.00	\$250,000.00
Postage	710-4710-0372	\$3,701.95	\$4,000.00	\$2,064.98	\$4,000.00	\$2,089.85
Miscellaneous	710-4710-0619	\$0.00	\$0.00	\$1,216.58	\$0.00	\$0.00
General Supplies	710-4711-0375	\$16,097.68	\$15,000.00	\$13,490.57	\$12,000.00	\$14,000.00
Small Tools & Equipment	710-4711-0381	\$3,813.52	\$4,000.00	\$2,019.70	\$4,000.00	\$4,000.00
Fleet Services	710-4712-0322	\$326,120.83	\$116,994.00	\$215,870.69	\$215,871.00	\$215,871.00
Laboratory Supplies	710-4712-0342	\$0.00	\$0.00	\$0.00	\$307.47	\$500.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Chemicals	710-4712-0343	\$131,541.66	\$249,821.21	\$158,152.62	\$237,746.00	\$160,000.00
Postage	710-4712-0372	\$9,100.00	\$8,000.00	\$3,482.56	\$8,000.00	\$0.00
General Supplies	710-4712-0375	\$4,436.47	\$4,500.00	\$4,453.02	\$4,500.00	\$5,000.00
Medical/Safety Supplies	710-4712-0376	\$5,554.25	\$3,000.00	\$4,856.11	\$5,000.00	\$4,500.00
Boot Expense	710-4712-0377	\$2,359.03	\$2,400.00	\$2,514.96	\$2,700.00	\$2,500.00
Small Tools & Equipment	710-4712-0381	\$7,121.75	\$7,000.00	\$6,900.97	\$7,000.00	\$7,500.00
Miscellaneous	710-4712-0619	-\$2.00	\$0.00	\$2,715.00	\$67.81	\$0.00
Capital	810-4812-0751	\$5,899.00	\$405,982.16	\$24,546.92	\$104,638.22	\$0.00
Total Capital Assets, Net:		\$884,344.93	\$1,101,645.37	\$764,715.99	\$1,203,146.50	\$1,049,960.85
Administration						
Equipment Repair & Maint	610-4610-0351	\$246.48	\$0.00	\$0.00	\$0.00	\$0.00
Telephone & Communication	610-4610-0362	\$2,551.65	\$2,600.00	\$1,601.95	\$1,911.00	\$2,039.00
Finance Charges	610-4610-0380	\$0.00	\$0.00	\$97.00	\$0.00	\$0.00
Allocation to IT Int Serv Fund	610-4610-0396	\$37,288.51	\$16,046.99	\$41,660.95	\$37,288.51	\$37,288.51
Admin Costs Allocation	610-4610-0399	\$624,736.51	\$430,418.00	\$768,014.68	\$430,418.00	\$430,418.00
Dues & Memberships	610-4612-0320	\$685.82	\$500.00	\$325.00	\$0.00	\$0.00
Licenses & Permits	610-4612-0373	\$34,843.31	\$24,000.00	\$13,090.84	\$24,000.00	\$24,000.00
Telephone & Communication	710-4710-0362	\$931.64	\$1,000.00	\$990.51	\$1,000.00	\$1,000.00
Allocation to IT Int Serv Fund	710-4710-0396	\$51,271.70	\$48,140.96	\$57,283.81	\$51,271.70	\$51,271.70
Admin Costs Allocation	710-4710-0399	\$1,368,273.82	\$636,754.00	\$1,342,899.16	\$636,754.00	\$456,691.00
Training/Travel Reimbursement	710-4711-0366	\$0.00	\$3,500.00	\$570.00	\$4,500.00	\$4,000.00
Dues & Memberships	710-4712-0320	\$825.83	\$1,000.00	\$280.00	\$800.00	\$1,000.00
Training/Travel Reimbursement	710-4712-0366	\$1,824.03	\$1,000.00	\$3,356.81	\$7,500.00	\$8,500.00
Licenses & Permits	710-4712-0373	\$7,804.30	\$17,000.00	\$14,977.00	\$17,000.00	\$20,000.00
Legal - CV Starr	810-4812-0311	\$0.00	\$7,000.00	\$10,048.56	\$5,000.00	\$5,000.00
Travel and Training	810-4812-0366	\$250.00	\$2,000.00	\$291.17	\$2,000.00	\$5,000.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Uniforms	810-4812-0378	\$59.00	\$0.00	\$0.00	\$500.00	\$500.00
Travel & Training	810-4813-0366	\$0.00	\$4,000.00	\$347.39	\$1,500.00	\$1,000.00
Dues & Membership	810-4814-0320	\$722.00	\$3,100.00	\$0.00	\$0.00	\$0.00
Travel and Training	810-4815-0366	\$1,786.96	\$3,000.00	\$4,726.98	\$3,500.00	\$6,000.00
Uniforms	810-4815-0378	\$2,142.71	\$2,200.00	\$2,306.04	\$2,000.00	\$2,500.00
Total Administration:		\$2,136,244.27	\$1,203,259.95	\$2,262,867.85	\$1,226,943.21	\$1,056,208.21
Contractual Services						
Legal	610-4610-0311	\$1,145.46	\$20,000.00	\$6,900.00	\$8,510.00	\$15,000.00
Auditing & Accounting	610-4610-0312	\$12,091.85	\$13,000.00	\$7,774.86	\$11,630.64	\$0.00
Professional Services	610-4610-0319	\$53,398.74	\$40,000.00	\$41,545.10	\$39,691.00	\$41,361.00
Professional Services	610-4612-0319	\$62,650.80	\$49,258.00	\$39,326.51	\$66,770.00	\$4,000.00
Auditing & Accounting	710-4710-0312	\$10,091.85	\$11,701.00	\$7,034.40	\$8,000.00	\$9,000.00
Professional Services	710-4710-0319	\$40,781.31	\$30,000.00	\$39,118.30	\$25,000.00	\$25,000.00
Professional Services	710-4711-0319	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$7,000.00
Laboratory	710-4712-0313	\$40,816.69	\$45,000.00	\$51,107.12	\$40,000.00	\$40,000.00
Professional Services	710-4712-0319	\$355,074.33	\$628,775.39	\$330,363.82	\$361,493.75	\$300,000.00
Auditing & Accting - CV Starr	810-4812-0312	\$0.00	\$9,000.00	\$5,553.47	\$3,737.93	\$5,000.00
Professional Services	810-4812-0319	\$4,136.19	\$15,000.00	\$2,227.42	\$35,000.00	\$37,000.00
IT Services	810-4812-4111	\$52,051.04	\$50,000.00	\$46,539.00	\$3,882.00	\$0.00
Professional Services	810-4813-0319	\$750.00	\$1,000.00	\$17,534.83	\$8,000.00	\$5,000.00
IT Services	810-4813-4111	\$48.97	\$0.00	-\$297.10	\$0.00	\$0.00
Total Contractual Services:		\$633,037.23	\$917,734.39	\$594,727.73	\$616,715.32	\$488,361.00
Insurance						
Property Premium	610-4610-0360	\$50,150.89	\$62,688.61	\$53,392.39	\$68,287.07	\$72,384.29
Liability Deductible	710-4710-0359	\$0.00	\$0.00	\$703.58	\$100.00	\$100.00
Property Premium	710-4710-0360	\$56,506.26	\$112,644.83	\$112,644.95	\$144,069.64	\$152,713.82



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Misc Insurance Premiums & Fees	810-4812-0210	\$16,713.18	\$160.81	\$6,887.11	\$2,231.65	\$3,000.00
Insurance	810-4812-4115	\$43,515.75	\$30,207.50	\$211,248.20	\$15,000.00	\$0.00
Total Insurance:		\$166,886.08	\$205,701.75	\$384,876.23	\$229,688.36	\$228,198.11
Other Operating						
Miscellaneous	610-4610-0619	\$0.00	\$0.00	\$884.73	\$0.00	\$0.00
Training/Travel Reimbursement	610-4611-0366	\$3,088.60	\$5,000.00	\$2,985.76	\$4,000.00	\$8,000.00
Training/Travel Reimbursement	610-4612-0366	\$3,326.63	\$5,500.00	\$2,302.87	\$7,000.00	\$7,000.00
Recruitment Costs	810-4812-0317	\$607.00	\$1,500.00	\$440.00	\$0.00	\$2,000.00
Dues and Memberships	810-4812-0320	\$907.80	\$2,000.00	\$2,498.85	\$1,000.00	\$3,000.00
Telephone & Communications	810-4812-0362	\$11,004.74	\$12,000.00	\$9,403.02	\$10,000.00	\$10,000.00
Printing & Copying Costs	810-4812-0365	\$7,448.41	\$4,000.00	\$4,077.49	\$5,000.00	\$5,000.00
License & Permits	810-4812-0373	\$10,193.99	\$5,000.00	\$8,603.91	\$7,000.00	\$8,000.00
General Supplies	810-4812-0375	\$5,003.37	\$5,280.00	\$3,325.50	\$1,500.00	\$2,000.00
Miscellaneous	810-4812-0619	\$6.63	\$0.00	\$0.00	\$0.00	\$0.00
CV Starr Tax Allocation	810-4812-0803	\$184,007.71	\$0.00	\$0.00	\$0.00	\$0.00
Bank Fees	810-4812-4116	\$18,498.33	\$4,800.00	\$21,178.91	\$20,000.00	\$0.00
LAFCO & Property Tax	810-4812-4117	\$6,810.50	\$5,811.00	\$0.00	\$0.00	\$0.00
Chemicals	810-4813-0343	\$32,623.62	\$30,000.00	\$28,260.07	\$30,000.00	\$30,000.00
Telephone	810-4813-0362	\$280.45	\$0.00	\$0.00	\$0.00	\$0.00
General Supplies	810-4813-0375	\$47,613.69	\$35,000.00	\$43,612.43	\$40,000.00	\$40,000.00
Uniforms	810-4813-0378	\$0.00	\$2,000.00	\$468.75	\$1,000.00	\$1,000.00
Small Tools & Equipment	810-4813-0381	\$2,876.57	\$2,000.00	\$40.68	\$1,000.00	\$1,500.00
Marketing and Promotions	810-4813-4114	\$2,166.66	\$0.00	\$0.00	\$0.00	\$0.00
Alarm/Security	810-4813-4118	\$934.80	\$0.00	\$0.00	\$0.00	\$0.00
Ground Maintenance Costs	810-4813-4119	\$4,920.25	\$0.00	\$0.00	\$0.00	\$0.00
Copying and Printing	810-4814-0365	\$947.22	\$500.00	\$0.00	\$0.00	\$0.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Travel & Training	810-4814-0366	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00
General Supplies	810-4814-0375	\$252.01	\$1,800.00	\$0.00	\$0.00	\$0.00
Uniforms	810-4814-0378	\$0.00	\$700.00	\$0.00	\$0.00	\$0.00
Marketing and Promotions	810-4814-4114	\$7,246.64	\$15,000.00	\$0.00	\$0.00	\$0.00
Merchandise & Art Sales	810-4814-4117	\$1,350.14	\$5,000.00	\$0.00	\$0.00	\$0.00
Dues and Memberships	810-4815-0320	\$2,431.00	\$1,400.00	\$420.00	\$700.00	\$1,000.00
License & Permits	810-4815-0373	\$2,315.25	\$3,000.00	\$146.25	\$5,700.00	\$8,000.00
General Supplies	810-4815-0375	\$4,451.76	\$1,000.00	\$33.19	\$300.00	\$1,000.00
Program Supplies	810-4815-0376	\$0.00	\$8,620.00	\$9,707.05	\$5,000.00	\$5,000.00
Pool Side Supplies	810-4815-0377	\$0.00	\$5,300.00	\$4,909.07	\$2,500.00	\$10,000.00
Honorarium Expenses	810-4815-0379	\$889.73	\$4,500.00	\$2,065.91	\$2,000.00	\$3,000.00
Gym Side Supplies	810-4815-0380	\$0.00	\$2,200.00	\$5,292.69	\$4,000.00	\$4,000.00
Total Other Operating:		\$362,203.50	\$171,911.00	\$150,657.13	\$147,700.00	\$149,500.00
Principal						
Principal	610-4612-0911	\$25,357.20	\$332,000.00	\$0.00	\$0.00	\$0.00
Principal	717-4712-0911	\$0.00	\$93,000.00	-\$930.00	\$95,000.00	\$97,000.00
Total Principal:		\$25,357.20	\$425,000.00	-\$930.00	\$95,000.00	\$97,000.00
Utilities						
Utilities	610-4612-0383	\$174,939.69	\$175,000.00	\$192,471.20	\$192,000.00	\$200,000.00
Utilities	710-4712-0383	\$305,844.13	\$300,000.00	\$351,532.04	\$315,000.00	\$325,000.00
Utilities	810-4813-0383	\$365,940.98	\$350,000.00	\$354,858.65	\$412,000.00	\$420,000.00
Total Utilities:		\$846,724.80	\$825,000.00	\$898,861.89	\$919,000.00	\$945,000.00
Depreciation						
Depreciation Expense	610-4610-0499	\$364,563.00	\$0.00	\$353,968.18	\$0.00	\$0.00
Depreciation Expense	710-4710-0499	\$816,894.00	\$0.00	\$816,970.88	\$0.00	\$0.00
Depreciation Expense	810-4812-0499	\$650,590.00	\$0.00	\$675,919.05	\$0.00	\$0.00
Total Depreciation:		\$1,832,047.00	\$0.00	\$1,846,858.11	\$0.00	\$0.00



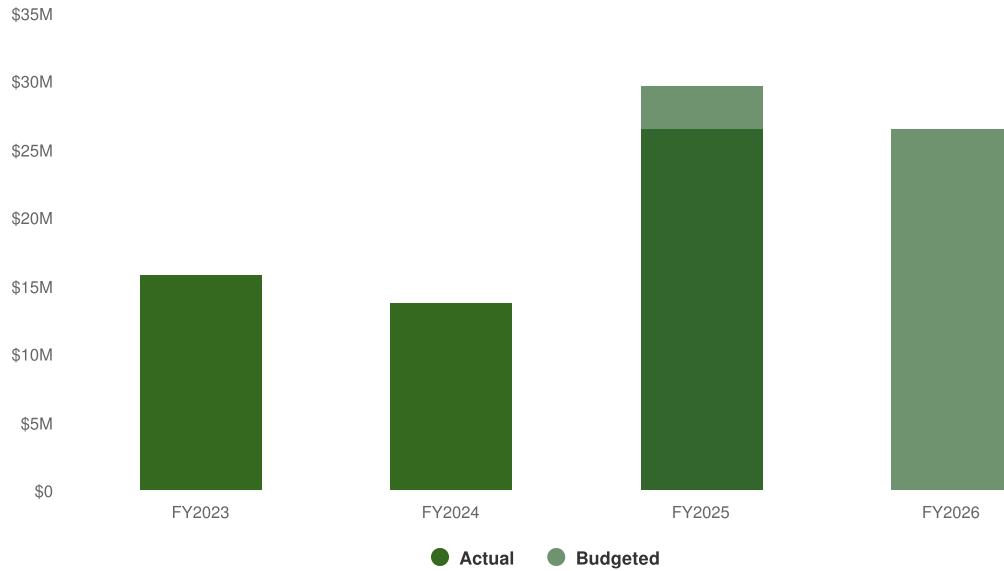
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Transfer Out						
Transfer to Other Funds	610-7999-0799	\$0.00	\$177,534.00	\$177,534.00	\$0.00	\$0.00
Transfer to other Funds	612-7999-0799	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Other Funds	615-7999-0799	\$0.00	\$1,724,194.00	\$431,694.00	\$0.00	\$3,205,450.00
Transfer to Other Funds	640-7999-0799	\$2,950,000.00	\$0.00	\$0.00	\$774,118.00	\$0.00
Transfer to Other Funds	651-7999-0799	\$0.00	\$0.00	\$2,172,631.14	\$0.00	\$0.00
Transfer to Other Funds	710-4522-0799	\$2,882,899.05	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Other Funds	710-7999-0799	\$0.00	\$345,451.56	\$899,384.97	\$185,010.00	\$185,210.00
Transfer to other Funds	712-7999-0799	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Other Funds	714-7999-0799	\$0.00	\$0.00	\$29,175.25	\$0.00	\$0.00
Transfer to Other Funds	715-7999-0799	\$0.00	\$1,345,267.00	\$319,749.31	\$0.00	\$2,642,349.00
Transfer to other Funds	716-7999-0799	\$780,000.00	\$0.00	\$441,961.24	\$0.00	\$0.00
Transfer to Other Funds	717-7999-0799	\$136,243.33	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Other Funds	740-7999-0799	\$0.00	\$0.00	\$0.00	\$750,000.00	\$175,072.00
Transfer to Other Funds	810-7999-0799	\$0.00	\$216,071.00	\$216,071.00	\$74,500.00	\$1,687,950.00
Total Transfer Out:		\$6,899,142.38	\$3,808,517.56	\$4,688,200.91	\$1,783,628.00	\$7,896,031.00
Total Expense Objects:		\$17,343,211.72	\$28,532,394.46	\$15,160,516.59	\$26,819,435.36	\$30,885,001.68



## Revenues Summary

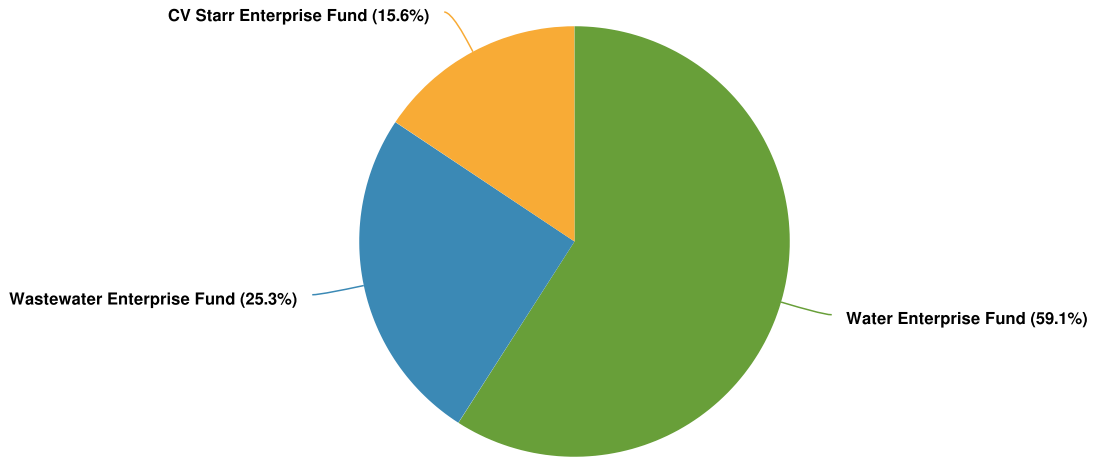
**\$26,554,241** **-\$3,153,974**  
(-10.62% vs. prior year)

### Enterprise Funds Proposed and Historical Budget vs. Actual

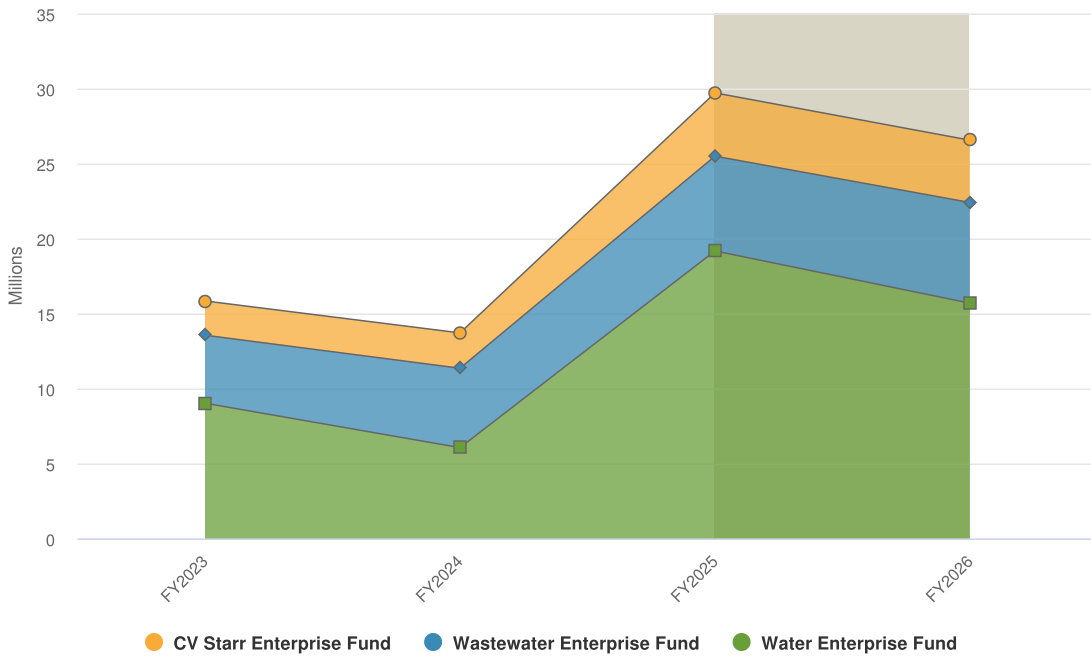


# Revenue by Fund

## 2026 Revenue by Fund



## Budgeted and Historical 2026 Revenue by Fund



Grey background indicates budgeted figures.

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Water Enterprise Fund						





Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Water Works O & M						
Investment Interest Earned	610-0000-3611	\$2,691.81	\$8,000.00	\$0.00	\$0.00	\$0.00
Miscellaneous Revenue	610-0000-3998	\$25,032.54	\$26,000.00	\$62,714.76	\$26,000.00	\$26,000.00
Water Sales - In City	610-0000-6101	\$2,862,400.09	\$2,948,000.00	\$2,886,607.16	\$2,903,044.33	\$2,903,044.33
Late Payment Penalties	610-0000-6103	\$39,655.41	\$45,000.00	\$46,309.97	\$25,000.00	\$25,000.00
Misc Water Sales	610-0000-6104	\$46,922.53	\$50,000.00	\$14,212.13	\$22,000.00	\$26,000.00
Permit Inspection Fee	610-0000-6105	\$838.00	\$500.00	\$720.00	\$330.00	\$500.00
Final Notice Fee	610-0000-6106	\$4,350.00	\$6,000.00	\$2,850.00	\$5,000.00	\$5,000.00
Water Lateral Install Fees	610-0000-6110	\$12,067.00	\$15,000.00	\$22,381.00	\$11,801.00	\$15,000.00
Received from Collection Acct	610-0000-6117	\$127.95	\$500.00	\$0.00	\$1,276.56	\$0.00
Card Processing Fee	610-0000-6121	\$85.00	\$60.00	\$67.50	\$20.00	\$30.00
Transfers from Other Funds	610-7999-7999	\$2,882,899.05	\$431,694.00	\$2,588,213.34	\$0.00	\$0.00
Total Water Works O & M:		\$5,877,069.38	\$3,530,754.00	\$5,624,075.86	\$2,994,471.89	\$3,000,574.33
Water Recession Reserve						
Transfer from Other Funds	612-7999-7999	\$0.00	\$177,534.00	\$177,534.00	\$0.00	\$0.00
Total Water Recession Reserve:		\$0.00	\$177,534.00	\$177,534.00	\$0.00	\$0.00
Non-Routine Maintenance-Water						
Investment Interest Earned	614-0000-3611	\$427.42	\$100.00	\$812.45	\$500.00	\$500.00
Total Non-Routine Maintenance-Water:		\$427.42	\$100.00	\$812.45	\$500.00	\$500.00
Capital Reserve-Water						
Investment Interest Earned	615-0000-3611	\$123,284.81	\$10,000.00	\$199,528.45	\$100,000.00	\$90,000.00
Total Capital Reserve-Water:		\$123,284.81	\$10,000.00	\$199,528.45	\$100,000.00	\$90,000.00
Water Works Capacity Fees						
Investment Interest Earned	640-0000-3611	\$17,946.45	\$1,000.00	\$35,068.73	\$28,913.00	\$21,391.00
Water Capacity Fees-Resident.	640-0000-6302	\$51,758.38	\$50,000.00	\$20,599.85	\$23,920.99	\$20,000.00
Total Water Works Capacity Fees:		\$69,704.83	\$51,000.00	\$55,668.58	\$52,833.99	\$41,391.00
Water Capital Projects						



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Transfers from Other Funds	651-7999-7999	\$2,950,000.00	\$12,569,703.00	\$0.00	\$16,286,222.00	\$12,555,906.00
Total Water Capital Projects:		\$2,950,000.00	\$12,569,703.00	\$0.00	\$16,286,222.00	\$12,555,906.00
Total Water Enterprise Fund:		\$9,020,486.44	\$16,339,091.00	\$6,057,619.34	\$19,434,027.88	\$15,688,371.33
Wastewater Enterprise Fund						
Wastewater O & M						
Investment Interest Earned	710-0000-3611	\$4,039.76	\$10,000.00	\$0.00	\$1,000.00	\$2,500.00
Miscellaneous Revenue	710-0000-3998	\$87,257.64	\$95,000.00	\$190,781.82	\$146,450.00	\$191,110.00
Sewer Service	710-0000-6110	\$3,354,489.16	\$3,360,706.20	\$3,391,755.82	\$3,346,844.80	\$3,346,844.80
Mackerricher Sewer Service	710-0000-6111	\$13,879.20	\$15,000.00	\$5,775.01	\$36,309.13	\$40,000.00
Permit/Inspection	710-0000-6112	\$1,080.00	\$0.00	\$800.00	\$640.00	\$700.00
Card Processing Fee	710-0000-6121	\$60.00	\$50.00	\$57.50	\$264.10	\$300.00
Drainage Fees	710-0000-6305	\$8,448.52	\$10,000.00	\$4,718.84	\$0.00	\$8,000.00
Installation Fees	710-0000-6306	\$12,946.79	\$6,000.00	\$13,822.27	\$15,929.00	\$16,000.00
Transfers from Other Funds	710-7999-7999	\$136,243.33	\$114,767.00	\$585,903.49	\$0.00	\$0.00
Total Wastewater O & M:		\$3,618,444.40	\$3,611,523.20	\$4,193,614.75	\$3,547,437.03	\$3,605,454.80
Waste Water Recession Reserve						
Transfer from Other Funds	712-7999-7999	\$0.00	\$160,441.56	\$160,442.00	\$0.00	\$0.00
Total Waste Water Recession Reserve:		\$0.00	\$160,441.56	\$160,442.00	\$0.00	\$0.00
Capital Project Fund-WWtr						
Investment Interest Earned	715-0000-3611	\$69,781.88	\$7,000.00	\$123,439.12	\$62,000.00	\$43,000.00
Total Capital Project Fund-WWtr:		\$69,781.88	\$7,000.00	\$123,439.12	\$62,000.00	\$43,000.00
WW Capital Projects						
Transfer from Other Funds	716-7999-7999	\$780,000.00	\$1,330,000.00	\$204,982.31	\$750,000.00	\$2,817,421.00
Total WW Capital Projects:		\$780,000.00	\$1,330,000.00	\$204,982.31	\$750,000.00	\$2,817,421.00
JPFA - WW Plant Bonds						
Transfers from Other Funds	717-7999-7999	\$0.00	\$185,010.00	\$550,992.05	\$185,010.00	\$185,210.00
Total JPFA - WW Plant Bonds:		\$0.00	\$185,010.00	\$550,992.05	\$185,010.00	\$185,210.00
Wastewater Capacity Fees						



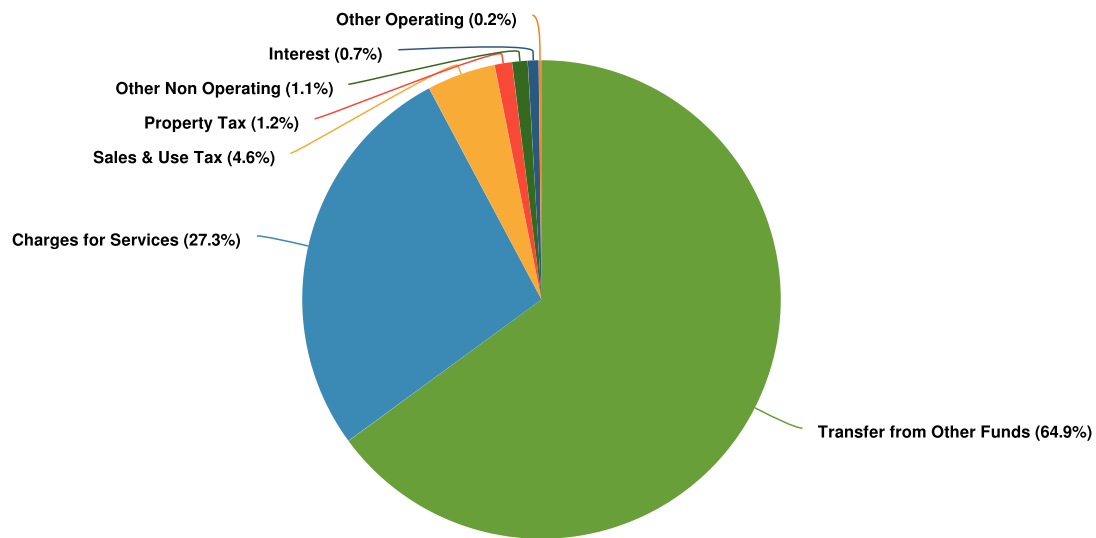
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Investment Interest Earned	740-0000-3611	\$20,719.61	\$3,000.00	\$41,003.68	\$10,000.00	\$8,000.00
Sewer Capacity Fees-Resident.	740-0000-6307	\$21,840.00	\$10,000.00	\$16,476.34	\$16,553.22	\$53,395.00
Sewer Capacity Fees - Comm.	740-0000-6308	\$22,380.64	\$15,000.00	\$2,451.55	\$873.02	\$0.00
Total Wastewater Capacity Fees:		\$64,940.25	\$28,000.00	\$59,931.57	\$27,426.24	\$61,395.00
Total Wastewater Enterprise Fund:		\$4,533,166.53	\$5,321,974.76	\$5,293,401.80	\$4,571,873.27	\$6,712,480.80
CV Starr Enterprise Fund						
CV Starr Center						
Sec Property Tax, Current Year	810-0000-3110	\$305,258.18	\$283,126.99	\$309,827.47	\$308,561.00	\$311,646.61
CV Starr Sales Tax	810-0000-3132	\$1,175,441.29	\$1,199,769.00	\$1,169,581.83	\$1,247,000.00	\$1,230,000.00
Investment Interest Income	810-0000-3611	\$73,532.06	\$10,000.00	\$95,242.49	\$42,000.00	\$30,000.00
Miscellaneous Revenue	810-0000-3998	\$28,376.84	\$40,000.00	\$42,090.96	\$10,000.00	\$15,000.00
Charges for Services	810-0000-3999	-\$880.12	\$596,248.46	\$0.00	\$0.00	\$0.00
CV Starr Facility Revenue	810-0000-6120	\$6,279.71	\$0.00	\$1,115.00	\$600.00	\$1,000.00
Refunds & Rebates	810-0000-6121	-\$1,607.00	\$0.00	\$400.00	\$4,000.00	\$0.00
Merchandise Sales, Net	810-0000-6122	\$5,877.70	\$0.00	\$5,333.10	\$5,500.00	\$6,000.00
Facility Rentals	810-0000-6123	\$40,947.89	\$0.00	\$40,129.25	\$53,000.00	\$55,000.00
Enrichment Programs	810-0000-6124	\$79,698.83	\$0.00	\$68,252.00	\$55,000.00	\$60,000.00
Facility Passes	810-0000-6125	\$465,219.00	\$0.00	\$562,888.73	\$740,119.36	\$747,520.55
Commissions Revenue	810-0000-6127	\$3,511.79	\$0.00	\$1,952.48	\$3,500.00	\$3,500.00
Grants	810-0000-6128	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00
Cash Over/Short	810-0000-6129	-\$185.27	\$0.00	-\$428.31	\$0.00	\$0.00
2nd Grade Swim Revenue	810-0000-6130			\$0.00	\$5,771.40	\$5,771.40
Cost Allocations - MCRPD	810-4812-3499	\$103,619.26	\$0.00	-\$156,400.30	\$0.00	\$0.00
Total CV Starr Center:		\$2,285,090.16	\$2,129,144.45	\$2,140,334.70	\$2,475,051.76	\$2,465,438.56
CV Starr Recession Reserve						
Transfer from Other Funds	812-7999-7999	\$0.00	\$216,071.00	\$216,071.00	\$0.00	\$0.00
Total CV Starr Recession Reserve:		\$0.00	\$216,071.00	\$216,071.00	\$0.00	\$0.00
CV STARR CAPITAL IMPROVEMENT						



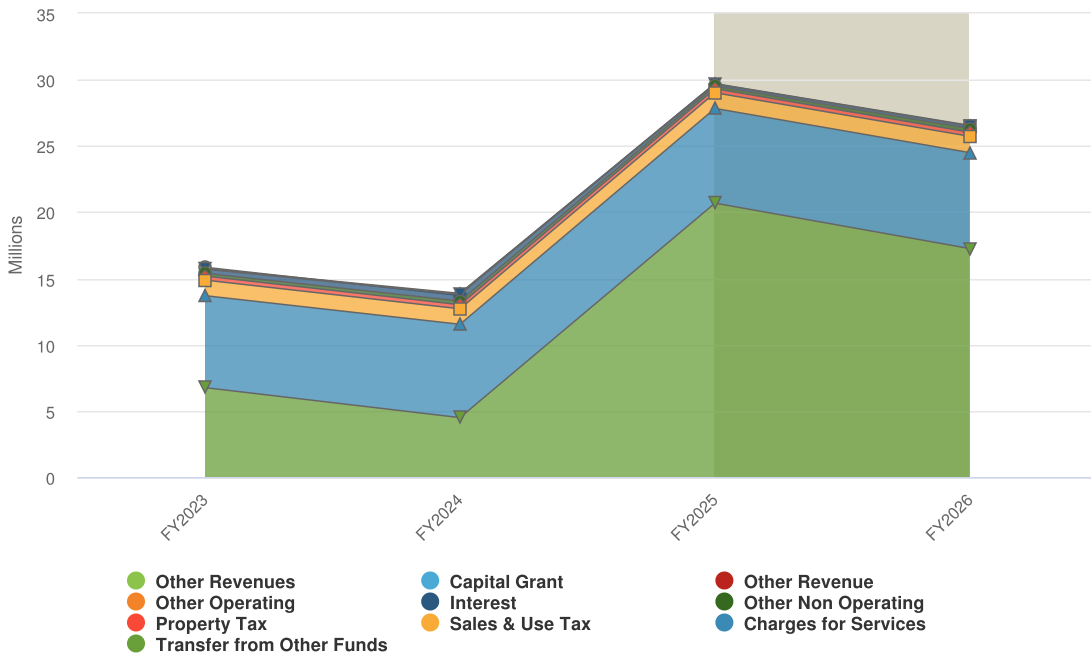
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Transfers from Other Funds	851-7999- 7999		\$0.00	\$0.00	\$74,500.00	\$1,687,950.00
Total CV STARR CAPITAL IMPROVEMENT:			\$0.00	\$0.00	\$74,500.00	\$1,687,950.00
Total CV Starr Enterprise Fund:		\$2,285,090.16	\$2,345,215.45	\$2,356,405.70	\$2,549,551.76	\$4,153,388.56
Total:		\$15,838,743.13	\$24,006,281.21	\$13,707,426.84	\$26,555,452.91	\$26,554,240.69

## Revenues by Source

### Projected 2026 Revenues by Source



## Budgeted and Historical 2026 Revenues by Source



Grey background indicates budgeted figures.

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue Source						
Property Tax						
Sec Property Tax, Current Year	810-0000-3110	\$305,258.18	\$283,126.99	\$309,827.47	\$308,561.00	\$311,646.61
Total Property Tax:		\$305,258.18	\$283,126.99	\$309,827.47	\$308,561.00	\$311,646.61
Sales & Use Tax						
CV Starr Sales Tax	810-0000-3132	\$1,175,441.29	\$1,199,769.00	\$1,169,581.83	\$1,247,000.00	\$1,230,000.00
Total Sales & Use Tax:		\$1,175,441.29	\$1,199,769.00	\$1,169,581.83	\$1,247,000.00	\$1,230,000.00
Charges for Services						
Water Sales - In City	610-0000-6101	\$2,862,400.09	\$2,948,000.00	\$2,886,607.16	\$2,903,044.33	\$2,903,044.33
Late Payment Penalties	610-0000-6103	\$39,655.41	\$45,000.00	\$46,309.97	\$25,000.00	\$25,000.00
Misc Water Sales	610-0000-6104	\$46,922.53	\$50,000.00	\$14,212.13	\$22,000.00	\$26,000.00
Permit Inspection Fee	610-0000-6105	\$838.00	\$500.00	\$720.00	\$330.00	\$500.00
Final Notice Fee	610-0000-6106	\$4,350.00	\$6,000.00	\$2,850.00	\$5,000.00	\$5,000.00
Received from Collection Acct	610-0000-6117	\$127.95	\$500.00	\$0.00	\$1,276.56	\$0.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Card Processing Fee	610-0000-6121	\$85.00	\$60.00	\$67.50	\$20.00	\$30.00
Sewer Service	710-0000-6110	\$3,354,489.16	\$3,360,706.20	\$3,391,755.82	\$3,346,844.80	\$3,346,844.80
Mackerricher Sewer Service	710-0000-6111	\$13,879.20	\$15,000.00	\$5,775.01	\$36,309.13	\$40,000.00
Permit/Inspection	710-0000-6112	\$1,080.00	\$0.00	\$800.00	\$640.00	\$700.00
Card Processing Fee	710-0000-6121	\$60.00	\$50.00	\$57.50	\$264.10	\$300.00
Drainage Fees	710-0000-6305	\$8,448.52	\$10,000.00	\$4,718.84	\$0.00	\$8,000.00
Installation Fees	710-0000-6306	\$12,946.79	\$6,000.00	\$13,822.27	\$15,929.00	\$16,000.00
Charges for Services	810-0000-3999	-\$880.12	\$596,248.46	\$0.00	\$0.00	\$0.00
CV Starr Facility Revenue	810-0000-6120	\$6,279.71	\$0.00	\$1,115.00	\$600.00	\$1,000.00
Refunds & Rebates	810-0000-6121	-\$1,607.00	\$0.00	\$400.00	\$4,000.00	\$0.00
Merchandise Sales, Net	810-0000-6122	\$5,877.70	\$0.00	\$5,333.10	\$5,500.00	\$6,000.00
Facility Rentals	810-0000-6123	\$40,947.89	\$0.00	\$40,129.25	\$53,000.00	\$55,000.00
Enrichment Programs	810-0000-6124	\$79,698.83	\$0.00	\$68,252.00	\$55,000.00	\$60,000.00
Facility Passes	810-0000-6125	\$465,219.00	\$0.00	\$562,888.73	\$740,119.36	\$747,520.55
Commissions Revenue	810-0000-6127	\$3,511.79	\$0.00	\$1,952.48	\$3,500.00	\$3,500.00
Total Charges for Services:		\$6,944,330.45	\$7,038,064.66	\$7,047,766.76	\$7,218,377.28	\$7,244,439.68
Other Revenue						
2nd Grade Swim Revenue	810-0000-6130			\$0.00	\$5,771.40	\$5,771.40
Total Other Revenue:				\$0.00	\$5,771.40	\$5,771.40
Other Revenues						
Cost Allocations - MCRPD	810-4812-3499	\$103,619.26	\$0.00	-\$156,400.30	\$0.00	\$0.00
Total Other Revenues:		\$103,619.26	\$0.00	-\$156,400.30	\$0.00	\$0.00
Other Operating						
Miscellaneous Revenue	610-0000-3998	\$25,032.54	\$26,000.00	\$62,714.76	\$26,000.00	\$26,000.00
Water Lateral Install Fees	610-0000-6110	\$12,067.00	\$15,000.00	\$22,381.00	\$11,801.00	\$15,000.00
Cash Over/Short	810-0000-6129	-\$185.27	\$0.00	-\$428.31	\$0.00	\$0.00
Total Other Operating:		\$36,914.27	\$41,000.00	\$84,667.45	\$37,801.00	\$41,000.00



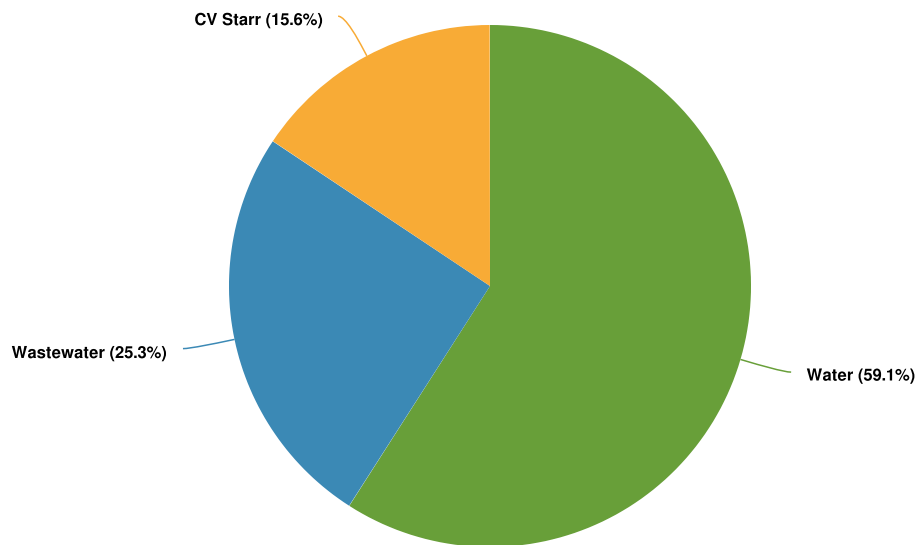
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Capital Grant						
Grants	810-0000-6128	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00
Total Capital Grant:		\$0.00	\$0.00	\$350.00	\$0.00	\$0.00
Interest						
Investment Interest Earned	610-0000-3611	\$2,691.81	\$8,000.00	\$0.00	\$0.00	\$0.00
Investment Interest Earned	614-0000-3611	\$427.42	\$100.00	\$812.45	\$500.00	\$500.00
Investment Interest Earned	615-0000-3611	\$123,284.81	\$10,000.00	\$199,528.45	\$100,000.00	\$90,000.00
Investment Interest Earned	640-0000-3611	\$17,946.45	\$1,000.00	\$35,068.73	\$28,913.00	\$21,391.00
Investment Interest Earned	710-0000-3611	\$4,039.76	\$10,000.00	\$0.00	\$1,000.00	\$2,500.00
Investment Interest Earned	715-0000-3611	\$69,781.88	\$7,000.00	\$123,439.12	\$62,000.00	\$43,000.00
Investment Interest Earned	740-0000-3611	\$20,719.61	\$3,000.00	\$41,003.68	\$10,000.00	\$8,000.00
Investment Interest Income	810-0000-3611	\$73,532.06	\$10,000.00	\$95,242.49	\$42,000.00	\$30,000.00
Total Interest:		\$312,423.80	\$49,100.00	\$495,094.92	\$244,413.00	\$195,391.00
Other Non Operating						
Water Capacity Fees-Resident.	640-0000-6302	\$51,758.38	\$50,000.00	\$20,599.85	\$23,920.99	\$20,000.00
Miscellaneous Revenue	710-0000-3998	\$87,257.64	\$95,000.00	\$190,781.82	\$146,450.00	\$191,110.00
Sewer Capacity Fees-Resident.	740-0000-6307	\$21,840.00	\$10,000.00	\$16,476.34	\$16,553.22	\$53,395.00
Sewer Capacity Fees - Comm.	740-0000-6308	\$22,380.64	\$15,000.00	\$2,451.55	\$873.02	\$0.00
Miscellaneous Revenue	810-0000-3998	\$28,376.84	\$40,000.00	\$42,090.96	\$10,000.00	\$15,000.00
Total Other Non Operating:		\$211,613.50	\$210,000.00	\$272,400.52	\$197,797.23	\$279,505.00
Transfer from Other Funds						
Transfers from Other Funds	610-7999-7999	\$2,882,899.05	\$431,694.00	\$2,588,213.34	\$0.00	\$0.00
Transfer from Other Funds	612-7999-7999	\$0.00	\$177,534.00	\$177,534.00	\$0.00	\$0.00
Transfers from Other Funds	651-7999-7999	\$2,950,000.00	\$12,569,703.00	\$0.00	\$16,286,222.00	\$12,555,906.00
Transfers from Other Funds	710-7999-7999	\$136,243.33	\$114,767.00	\$585,903.49	\$0.00	\$0.00
Transfer from Other Funds	712-7999-7999	\$0.00	\$160,441.56	\$160,442.00	\$0.00	\$0.00
Transfer from Other Funds	716-7999-7999	\$780,000.00	\$1,330,000.00	\$204,982.31	\$750,000.00	\$2,817,421.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Transfers from Other Funds	717-7999-7999	\$0.00	\$185,010.00	\$550,992.05	\$185,010.00	\$185,210.00
Transfer from Other Funds	812-7999-7999	\$0.00	\$216,071.00	\$216,071.00	\$0.00	\$0.00
Transfers from Other Funds	851-7999-7999		\$0.00	\$0.00	\$74,500.00	\$1,687,950.00
Total Transfer from Other Funds:		\$6,749,142.38	\$15,185,220.56	\$4,484,138.19	\$17,295,732.00	\$17,246,487.00
Total Revenue Source:		\$15,838,743.13	\$24,006,281.21	\$13,707,426.84	\$26,555,452.91	\$26,554,240.69

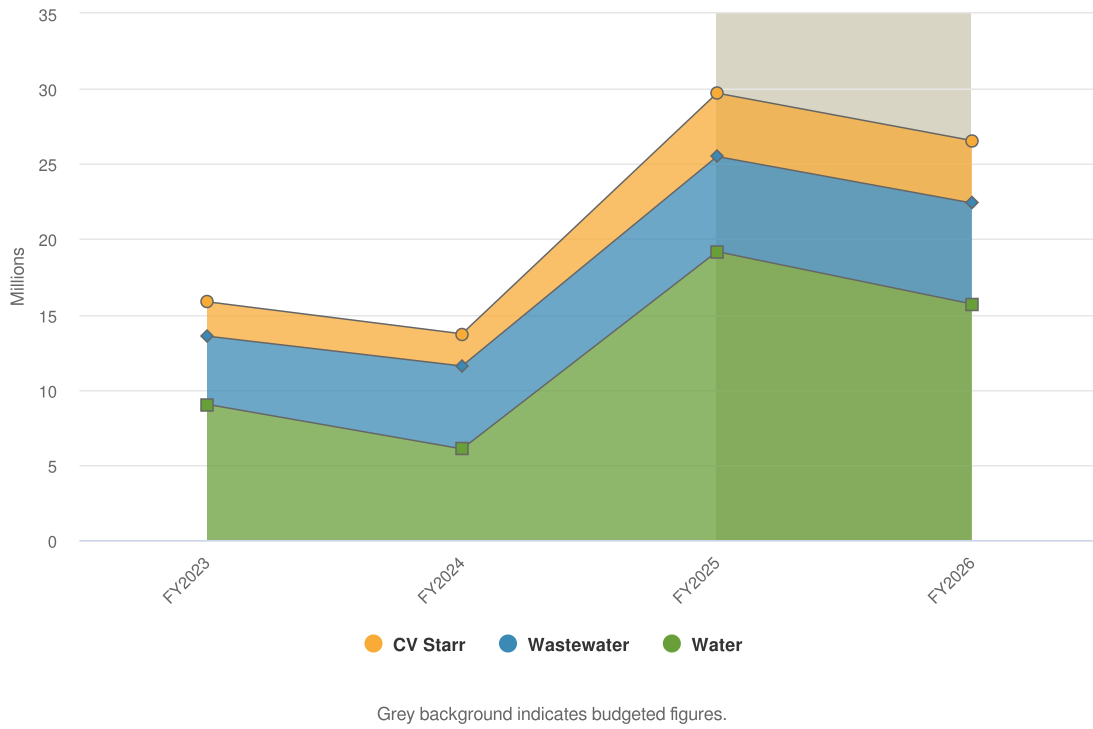
## Revenue by Department

### Projected 2026 Revenue by Department





## Budgeted and Historical 2026 Revenue by Department



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue						
Wastewater						
Non Departmental						
Investment Interest Earned	710-0000-3611	\$4,039.76	\$10,000.00	\$0.00	\$1,000.00	\$2,500.00
Miscellaneous Revenue	710-0000-3998	\$87,257.64	\$95,000.00	\$190,781.82	\$146,450.00	\$191,110.00
Sewer Service	710-0000-6110	\$3,354,489.16	\$3,360,706.20	\$3,391,755.82	\$3,346,844.80	\$3,346,844.80
Mackerricher Sewer Service	710-0000-6111	\$13,879.20	\$15,000.00	\$5,775.01	\$36,309.13	\$40,000.00
Permit/Inspection	710-0000-6112	\$1,080.00	\$0.00	\$800.00	\$640.00	\$700.00
Card Processing Fee	710-0000-6121	\$60.00	\$50.00	\$57.50	\$264.10	\$300.00
Drainage Fees	710-0000-6305	\$8,448.52	\$10,000.00	\$4,718.84	\$0.00	\$8,000.00
Installation Fees	710-0000-6306	\$12,946.79	\$6,000.00	\$13,822.27	\$15,929.00	\$16,000.00
Investment Interest Earned	715-0000-3611	\$69,781.88	\$7,000.00	\$123,439.12	\$62,000.00	\$43,000.00
Investment Interest Earned	740-0000-3611	\$20,719.61	\$3,000.00	\$41,003.68	\$10,000.00	\$8,000.00
Sewer Capacity Fees-Resident.	740-0000-6307	\$21,840.00	\$10,000.00	\$16,476.34	\$16,553.22	\$53,395.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Sewer Capacity Fees - Comm.	740-0000-6308	\$22,380.64	\$15,000.00	\$2,451.55	\$873.02	\$0.00
Grants	810-0000-6128	\$0.00	\$0.00	\$350.00	\$0.00	\$0.00
Total Non Departmental:		\$3,616,923.20	\$3,531,756.20	\$3,791,431.95	\$3,636,863.27	\$3,709,849.80
Transfers between funds						
Transfers from Other Funds	710-7999-7999	\$136,243.33	\$114,767.00	\$585,903.49	\$0.00	\$0.00
Transfer from Other Funds	712-7999-7999	\$0.00	\$160,441.56	\$160,442.00	\$0.00	\$0.00
Transfer from Other Funds	716-7999-7999	\$780,000.00	\$1,330,000.00	\$204,982.31	\$750,000.00	\$2,817,421.00
Transfers from Other Funds	717-7999-7999	\$0.00	\$185,010.00	\$550,992.05	\$185,010.00	\$185,210.00
Transfer from Other Funds	812-7999-7999	\$0.00	\$216,071.00	\$216,071.00	\$0.00	\$0.00
Total Transfers between funds:		\$916,243.33	\$2,006,289.56	\$1,718,390.85	\$935,010.00	\$3,002,631.00
Total Wastewater:		\$4,533,166.53	\$5,538,045.76	\$5,509,822.80	\$4,571,873.27	\$6,712,480.80
Water						
Non Departmental						
Investment Interest Earned	610-0000-3611	\$2,691.81	\$8,000.00	\$0.00	\$0.00	\$0.00
Miscellaneous Revenue	610-0000-3998	\$25,032.54	\$26,000.00	\$62,714.76	\$26,000.00	\$26,000.00
Water Sales - In City	610-0000-6101	\$2,862,400.09	\$2,948,000.00	\$2,886,607.16	\$2,903,044.33	\$2,903,044.33
Late Payment Penalties	610-0000-6103	\$39,655.41	\$45,000.00	\$46,309.97	\$25,000.00	\$25,000.00
Misc Water Sales	610-0000-6104	\$46,922.53	\$50,000.00	\$14,212.13	\$22,000.00	\$26,000.00
Permit Inspection Fee	610-0000-6105	\$838.00	\$500.00	\$720.00	\$330.00	\$500.00
Final Notice Fee	610-0000-6106	\$4,350.00	\$6,000.00	\$2,850.00	\$5,000.00	\$5,000.00
Water Lateral Install Fees	610-0000-6110	\$12,067.00	\$15,000.00	\$22,381.00	\$11,801.00	\$15,000.00
Received from Collection Acct	610-0000-6117	\$127.95	\$500.00	\$0.00	\$1,276.56	\$0.00
Card Processing Fee	610-0000-6121	\$85.00	\$60.00	\$67.50	\$20.00	\$30.00
Investment Interest Earned	614-0000-3611	\$427.42	\$100.00	\$812.45	\$500.00	\$500.00
Investment Interest Earned	615-0000-3611	\$123,284.81	\$10,000.00	\$199,528.45	\$100,000.00	\$90,000.00
Investment Interest Earned	640-0000-3611	\$17,946.45	\$1,000.00	\$35,068.73	\$28,913.00	\$21,391.00
Water Capacity Fees- Resident.	640-0000-6302	\$51,758.38	\$50,000.00	\$20,599.85	\$23,920.99	\$20,000.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Total Non Departmental:		\$3,187,587.39	\$3,160,160.00	\$3,291,872.00	\$3,147,805.88	\$3,132,465.33
Transfers between funds						
Transfers from Other Funds	610-7999-7999	\$2,882,899.05	\$431,694.00	\$2,588,213.34	\$0.00	\$0.00
Transfer from Other Funds	612-7999-7999	\$0.00	\$177,534.00	\$177,534.00	\$0.00	\$0.00
Transfers from Other Funds	651-7999-7999	\$2,950,000.00	\$12,569,703.00	\$0.00	\$16,286,222.00	\$12,555,906.00
Total Transfers between funds:		\$5,832,899.05	\$13,178,931.00	\$2,765,747.34	\$16,286,222.00	\$12,555,906.00
Total Water:		\$9,020,486.44	\$16,339,091.00	\$6,057,619.34	\$19,434,027.88	\$15,688,371.33
CV Starr						
Non Departmental						
Sec Property Tax, Current Year	810-0000-3110	\$305,258.18	\$283,126.99	\$309,827.47	\$308,561.00	\$311,646.61
CV Starr Sales Tax	810-0000-3132	\$1,175,441.29	\$1,199,769.00	\$1,169,581.83	\$1,247,000.00	\$1,230,000.00
Investment Interest Income	810-0000-3611	\$73,532.06	\$10,000.00	\$95,242.49	\$42,000.00	\$30,000.00
Miscellaneous Revenue	810-0000-3998	\$28,376.84	\$40,000.00	\$42,090.96	\$10,000.00	\$15,000.00
Charges for Services	810-0000-3999	-\$880.12	\$596,248.46	\$0.00	\$0.00	\$0.00
CV Starr Facility Revenue	810-0000-6120	\$6,279.71	\$0.00	\$1,115.00	\$600.00	\$1,000.00
Refunds & Rebates	810-0000-6121	-\$1,607.00	\$0.00	\$400.00	\$4,000.00	\$0.00
Merchandise Sales, Net	810-0000-6122	\$5,877.70	\$0.00	\$5,333.10	\$5,500.00	\$6,000.00
Facility Rentals	810-0000-6123	\$40,947.89	\$0.00	\$40,129.25	\$53,000.00	\$55,000.00
Enrichment Programs	810-0000-6124	\$79,698.83	\$0.00	\$68,252.00	\$55,000.00	\$60,000.00
Facility Passes	810-0000-6125	\$465,219.00	\$0.00	\$562,888.73	\$740,119.36	\$747,520.55
Commissions Revenue	810-0000-6127	\$3,511.79	\$0.00	\$1,952.48	\$3,500.00	\$3,500.00
Cash Over/Short	810-0000-6129	-\$185.27	\$0.00	-\$428.31	\$0.00	\$0.00
2nd Grade Swim Revenue	810-0000-6130			\$0.00	\$5,771.40	\$5,771.40
Total Non Departmental:		\$2,181,470.90	\$2,129,144.45	\$2,296,385.00	\$2,475,051.76	\$2,465,438.56
Transfers between funds						
Transfers from Other Funds	851-7999-7999		\$0.00	\$0.00	\$74,500.00	\$1,687,950.00
Total Transfers between funds:		\$0.00	\$0.00	\$0.00	\$74,500.00	\$1,687,950.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Administrative Expenses						
Cost Allocations - MCRPD	810-4812-3499	\$103,619.26	\$0.00	-\$156,400.30	\$0.00	\$0.00
Total Administrative Expenses:		\$103,619.26	\$0.00	-\$156,400.30	\$0.00	\$0.00
Total CV Starr:		\$2,285,090.16	\$2,129,144.45	\$2,139,984.70	\$2,549,551.76	\$4,153,388.56
Total Revenue:		\$15,838,743.13	\$24,006,281.21	\$13,707,426.84	\$26,555,452.91	\$26,554,240.69



# Water Enterprise



*The Water Enterprise is responsible for ensuring the provision of safe, clean water at adequate pressures and volumes to serve residents, businesses and public facilities in the City of Fort Bragg.*

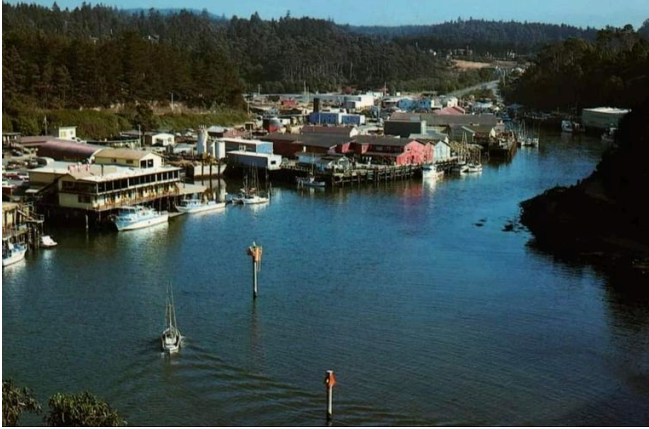
The services the Water Department provides include raw water collection, water treatment, and distribution of treated water for domestic and commercial use for Fort Bragg. The Water Enterprise meets and reports regulatory agencies' water treatment levels, provides for water conservation, provides for maintenance and construction of capital improvements, reviews new development projects, assists with public education, and engages in data collection and analysis.

## Strategic Goals and Objectives

- Ensure an adequate supply of high-quality drinking water to meet existing and future customer needs.
- Manage the City's water sources in a manner that is protective of both environmental and human health.
- Improve the reliability of the City's water supply, treatment and distribution system through on-going maintenance and replacement of aging infrastructure.
- Seek grant funding and other low-cost financing for capital projects.
- Operate the City's water system in an efficient and cost-effective manner and establish fair and reasonable utility rates.

## FY 2024/25 Top Accomplishments

- Working with Oneka Technologies on a floating desalination project
- Started construction on the water treatment facility
- Working with the engineers on the Water Distribution Master Plan
- Raw water Reservoir Project preliminary work
- Started construction on raw water line replacement
- Completed the 2024 Watershed Sanitary Survey
- Refurbished Distribution Water Storage Tank 2



## Performance / Workload Measures

INDICATORS	FY24	FY25
<b>WATER</b>		
Avg. Number of Customer Accounts billed-Monthly	2807	2817
Water annual demand in million gallons	166.5	173.231
Available supply of water in million gallons	211.9	216.996
Total Customer Service Calls	3816	2336
Meter Installs/removals/change outs	687	1468
Leak Investigations	63	85
Turn on/off	538	636
Manual Reads	2487	3810

## FY 2025/26 Top Priorities

- Complete the Water Treatment Plant Rehabilitation Project
- Complete the engineering and development planning of the acquired MCPRD property
- Completed the construction on the Raw Water Line Replacement Project



## Revenues Summary

Revenues for the Water Enterprise Fund are projected to remain flat in FY 2025/26, totaling \$3,000,574 (Operating) + \$123,240 Capacity Fees . This estimate is consistent with prior year collections and reflects current rate structures and consumption patterns.

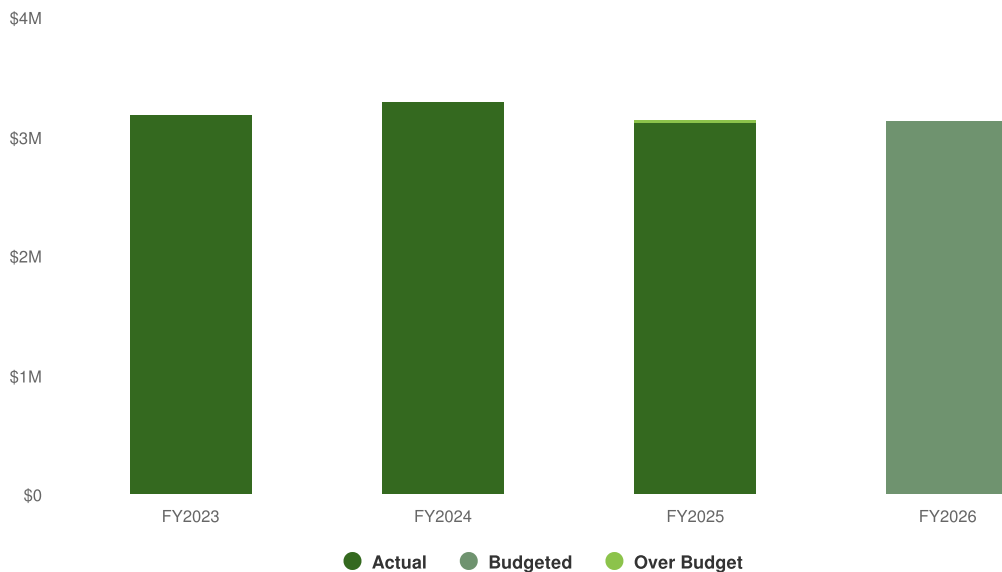
The City is in the process of conducting a comprehensive water rate study, expected to take approximately 4 to 6 months to complete. The outcome of this study may impact future revenue projections depending on the recommended adjustments to the rate structure.

The City's water rates are designed to recover the full cost of providing water service, including day-to-day operational expenses, debt service obligations, and planned infrastructure improvements. Any future adjustments to the rate structure will be aimed at maintaining financial sustainability, ensuring regulatory compliance, and supporting the City's long-term capital improvement needs.

Staff will continue to monitor the results of the rate study and provide updates as needed to ensure that the Water Enterprise Fund remains financially stable and able to support the City's water infrastructure and service delivery goals.

**\$3,132,465** **\$8,652**  
(0.28% vs. prior year)

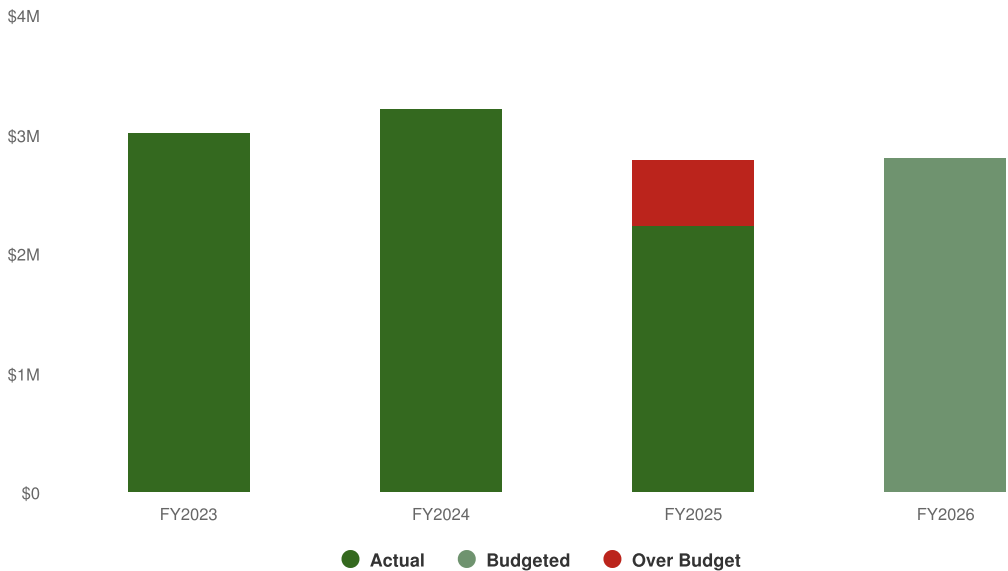
### Water Department Adopted and Historical Budget vs. Actual



Water Enterprise Expenditures

**\$2,811,209** **\$571,014**  
(25.49% vs. prior year)

Water Department Adopted and Historical Budget vs. Actual





## Expenditures by Expense Type

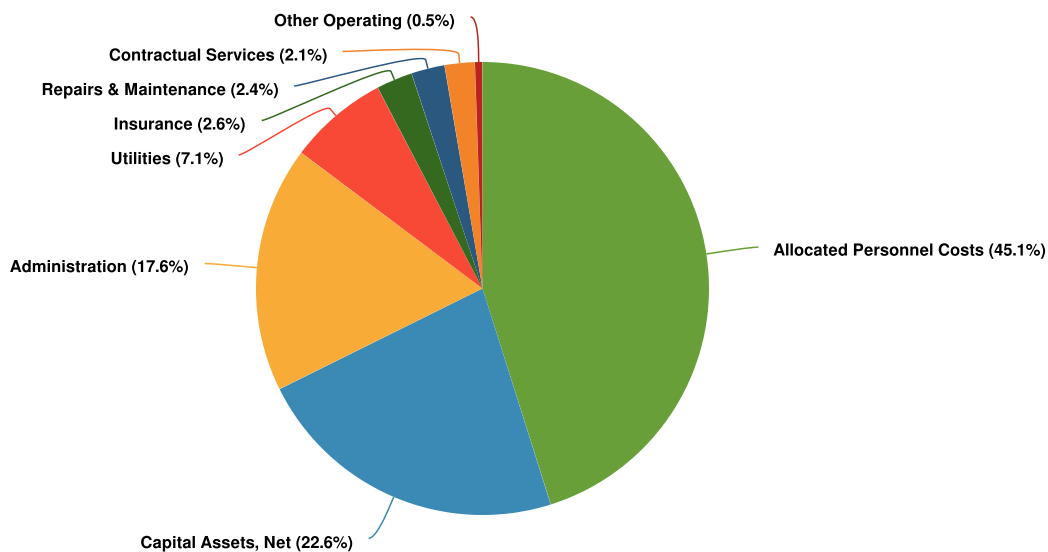
The Water Enterprise Budget for FY 2025 is \$2.8 million, representing a 6% decrease from the prior fiscal year. This reduction is primarily attributed to the full payoff of outstanding Water Enterprise debt, which previously accounted for \$337,080 in annual expenses. With this obligation eliminated, the fund gains greater flexibility to allocate resources toward future capital improvement projects.

Outside of debt service savings, the FY 2025 budget includes a proposed \$170,000 allocation for the purchase of equipment and small tools, aimed at supporting operational efficiency and long-term service reliability.

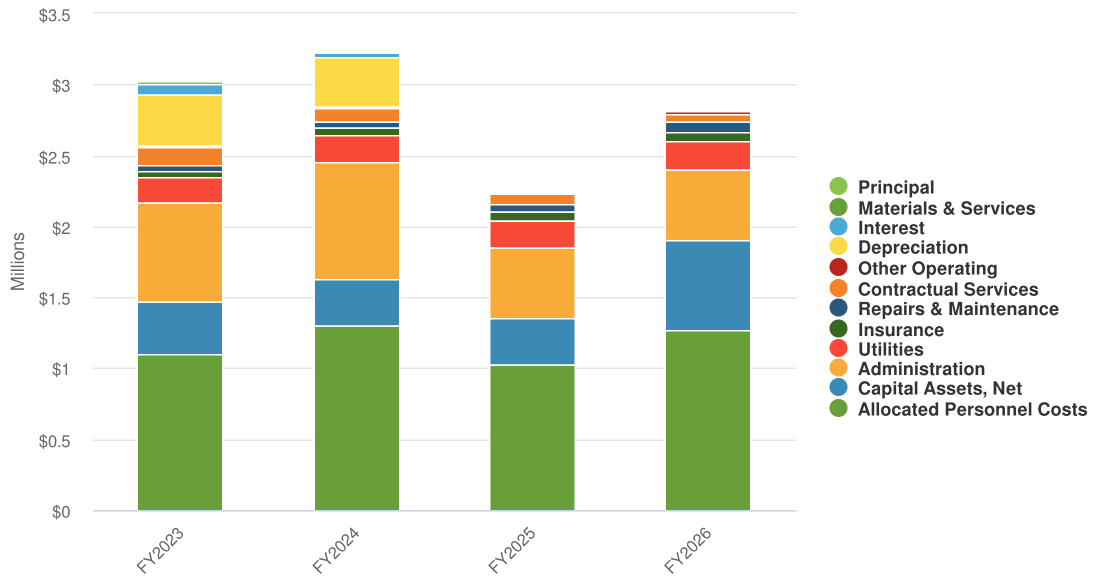
Several cost pressures are anticipated in the upcoming year. Utility expenses, particularly electricity, have increased significantly—up 35% per month compared to the prior year—driven by both rate hikes and modest increases in consumption. Additionally, property insurance premiums have risen by 25%, and the cost of parts and materials has led to a \$15,000 increase in the equipment repair and general supplies budgets.

The ongoing rate study is a key initiative for ensuring the Water Enterprise Fund remains financially sustainable. With debt obligations now retired, the study will help guide future rate structures to cover rising operational costs, support necessary infrastructure reinvestment, and maintain high service standards without reintroducing long-term debt.

### Budgeted Expenditures by Expense Type



## Budgeted and Historical Expenditures by Expense Type



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects					
Materials & Services					
Water Administration					
Bad Debt Sent to Collection	610-4610-0606	\$0	\$439	\$0	\$0
Total Water Administration:		\$0	\$439	\$0	\$0
Total Materials & Services:		\$0	\$439	\$0	\$0
Allocated Personnel Costs					
Water Administration					
Salaries & Wages	610-4610-0101	\$334,408	\$392,600	\$429,106	\$454,852
Overtime	610-4610-0102	\$9,780	\$10,082	\$13,904	\$14,913
Comp Time Payout	610-4610-0103	\$6,366	\$6,978	\$10,651	\$10,000
Vacation Payout	610-4610-0104	\$2,524	\$2,067	\$525	\$0
Other Pay	610-4610-0109	\$17,739	\$18,346	\$31,076	\$32,941
Misc Insurance Premium	610-4610-0210	\$1,192	\$1,338	\$1,570	\$2,000
Medical Premium Contribution	610-4610-0211	\$66,460	\$80,803	\$92,669	\$93,865
Uniforms	610-4610-0212	\$0	\$0	\$811	\$1,500
Dental Premiums	610-4610-0213	\$4,297	\$4,587	\$4,952	\$5,123
Vision Care	610-4610-0214	\$1,046	\$1,229	\$1,279	\$1,300
PERS	610-4610-0220	\$69,961	\$40,123	\$71,934	\$76,969
Retiree Medical Benefits	610-4610-0224	\$38,352	\$35,772	\$37,031	\$38,612
Workers Comp Premium	610-4610-0231	\$9,397	\$6,913	\$5,231	\$6,100
FICA/Medicare	610-4610-0252	\$26,416	\$33,083	\$33,934	\$36,309
PERS UAL additional Payment	610-4610-0387	-\$50,000	\$0	\$25,000	\$25,000
Salary/Benefits Allocation	610-4610-0801	\$562,362	\$670,128	\$469,234	\$469,234



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Total Water Administration:		\$1,100,299	\$1,304,049	\$1,228,908	\$1,268,719
Total Allocated Personnel Costs:		\$1,100,299	\$1,304,049	\$1,228,908	\$1,268,719
Repairs & Maintenance					
Water Treatment					
Equipment Repair & Maint	610-4612-0351	\$31,295	\$42,896	\$70,000	\$60,000
Building Repair & Maint	610-4612-0353	\$2,987	\$384	\$5,000	\$5,000
Laundry/Cleaning/Janitorial	610-4612-0354	\$2,293	\$2,304	\$2,000	\$2,000
Total Water Treatment:		\$36,575	\$45,584	\$77,000	\$67,000
Total Repairs & Maintenance:		\$36,575	\$45,584	\$77,000	\$67,000
Interest					
Water Treatment					
Interest	610-4612-0912	\$67,127	\$25,370	\$0	\$0
Fees	610-4612-0913	\$638	\$0	\$0	\$0
Total Water Treatment:		\$67,764	\$25,370	\$0	\$0
Total Interest:		\$67,764	\$25,370	\$0	\$0
Capital Assets, Net					
Water Administration					
Postage	610-4610-0372	\$12,765	\$5,508	\$5,316	\$6,000
General Supplies	610-4610-0375	\$264	\$0	\$0	\$0
Total Water Administration:		\$13,029	\$5,508	\$5,316	\$6,000
Water Treatment					
Laboratory	610-4612-0313	\$9,987	\$15,515	\$15,000	\$15,000
Fleet Services	610-4612-0322	\$192,153	\$125,229	\$0	\$0
Laboratory Supplies	610-4612-0342	\$5,987	\$6,651	\$10,000	\$10,000
Chemicals	610-4612-0343	\$34,584	\$39,540	\$5,000	\$57,500
General Supplies	610-4612-0375	\$2,489	\$1,761	\$4,000	\$4,000
Medical/Safety Supplies	610-4612-0376	\$1,590	\$2,755	\$3,500	\$3,500
Small Tools & Equipment	610-4612-0381	\$6,911	\$1,610	\$7,000	\$170,000
Infrastructure	610-4612-0751	\$0	\$45,978	\$440,000	\$250,000
Total Water Treatment:		\$253,701	\$239,038	\$484,500	\$510,000
Water Maintenance					
General Supplies	610-4611-0375	\$89,942	\$73,568	\$100,000	\$110,000
Small Tools & Equipment	610-4611-0381	\$11,929	\$4,317	\$7,500	\$8,000
Total Water Maintenance:		\$101,871	\$77,885	\$107,500	\$118,000
Total Capital Assets, Net:		\$368,601	\$322,431	\$597,316	\$634,000
Administration					
Water Administration					
Equipment Repair & Maint	610-4610-0351	\$246	\$0	\$0	\$0
Telephone & Communication	610-4610-0362	\$2,552	\$1,602	\$1,911	\$2,039



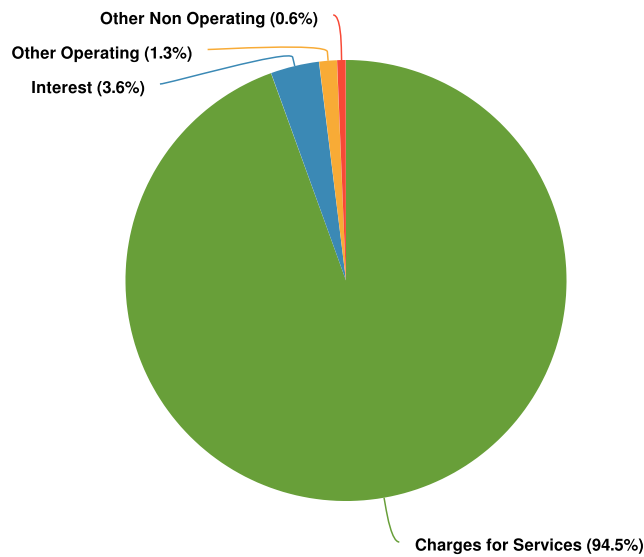
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Finance Charges	610-4610-0380	\$0	\$97	\$0	\$0
Allocation to IT Int Serv Fund	610-4610-0396	\$37,289	\$41,661	\$37,289	\$37,289
Admin Costs Allocation	610-4610-0399	\$624,737	\$768,015	\$430,418	\$430,418
Total Water Administration:		\$664,823	\$811,375	\$469,618	\$469,746
Water Treatment					
Dues & Memberships	610-4612-0320	\$686	\$325	\$0	\$0
Licenses & Permits	610-4612-0373	\$34,843	\$13,091	\$24,000	\$24,000
Total Water Treatment:		\$35,529	\$13,416	\$24,000	\$24,000
Total Administration:		\$700,352	\$824,790	\$493,618	\$493,746
Contractual Services					
Water Administration					
Legal	610-4610-0311	\$1,145	\$6,900	\$8,510	\$15,000
Auditing & Accounting	610-4610-0312	\$12,092	\$7,775	\$11,631	\$0
Professional Services	610-4610-0319	\$53,399	\$41,545	\$39,691	\$41,361
Total Water Administration:		\$66,636	\$56,220	\$59,832	\$56,361
Water Treatment					
Professional Services	610-4612-0319	\$62,651	\$39,327	\$66,770	\$4,000
Total Water Treatment:		\$62,651	\$39,327	\$66,770	\$4,000
Total Contractual Services:		\$129,287	\$95,546	\$126,602	\$60,361
Insurance					
Water Administration					
Property Premium	610-4610-0360	\$50,151	\$53,392	\$68,287	\$72,384
Total Water Administration:		\$50,151	\$53,392	\$68,287	\$72,384
Total Insurance:		\$50,151	\$53,392	\$68,287	\$72,384
Other Operating					
Water Administration					
Miscellaneous	610-4610-0619	\$0	\$885	\$0	\$0
Total Water Administration:		\$0	\$885	\$0	\$0
Water Treatment					
Training/Travel Reimbursement	610-4612-0366	\$3,327	\$2,303	\$7,000	\$7,000
Total Water Treatment:		\$3,327	\$2,303	\$7,000	\$7,000
Water Maintenance					
Training/Travel Reimbursement	610-4611-0366	\$3,089	\$2,986	\$4,000	\$8,000
Total Water Maintenance:		\$3,089	\$2,986	\$4,000	\$8,000
Total Other Operating:		\$6,415	\$6,173	\$11,000	\$15,000
Principal					
Water Treatment					



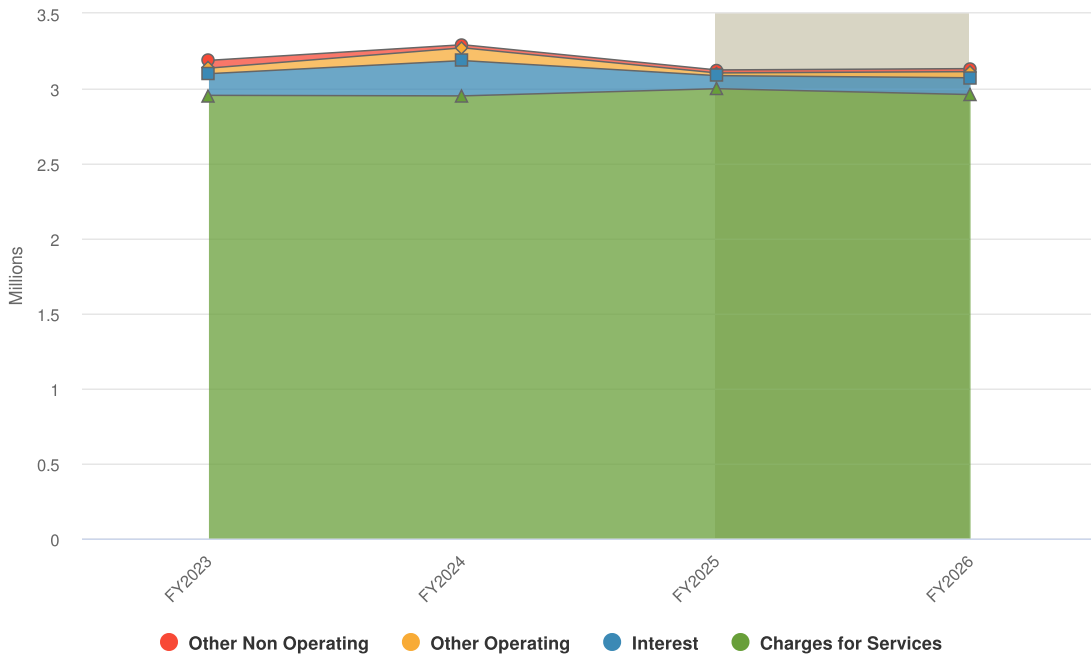
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Principal	610-4612-0911	\$25,357	\$0	\$0	\$0
Total Water Treatment:		\$25,357	\$0	\$0	\$0
Total Principal:		\$25,357	\$0	\$0	\$0
Utilities					
Water Treatment					
Utilities	610-4612-0383	\$174,940	\$192,471	\$192,000	\$200,000
Total Water Treatment:		\$174,940	\$192,471	\$192,000	\$200,000
Total Utilities:		\$174,940	\$192,471	\$192,000	\$200,000
Depreciation					
Water Administration					
Depreciation Expense	610-4610-0499	\$364,563	\$353,968	\$0	\$0
Total Water Administration:		\$364,563	\$353,968	\$0	\$0
Total Depreciation:		\$364,563	\$353,968	\$0	\$0
Total Expense Objects:		\$3,024,304	\$3,224,216	\$2,794,730	\$2,811,209

## Revenues by Source

### Projected 2026 Revenues by Source



### Budgeted and Historical 2026 Revenues by Source



Grey background indicates budgeted figures.

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue Source						
Charges for Services						
Water Sales - In City	610-0000-6101	\$2,862,400.09	\$2,948,000.00	\$2,886,607.16	\$2,903,044.33	\$2,903,044.33
Late Payment Penalties	610-0000-6103	\$39,655.41	\$45,000.00	\$46,309.97	\$25,000.00	\$25,000.00
Misc Water Sales	610-0000-6104	\$46,922.53	\$50,000.00	\$14,212.13	\$22,000.00	\$26,000.00
Permit Inspection Fee	610-0000-6105	\$838.00	\$500.00	\$720.00	\$330.00	\$500.00
Final Notice Fee	610-0000-6106	\$4,350.00	\$6,000.00	\$2,850.00	\$5,000.00	\$5,000.00
Received from Collection Acct	610-0000-6117	\$127.95	\$500.00	\$0.00	\$1,276.56	\$0.00
Card Processing Fee	610-0000-6121	\$85.00	\$60.00	\$67.50	\$20.00	\$30.00
Total Charges for Services:		\$2,954,378.98	\$3,050,060.00	\$2,950,766.76	\$2,956,670.89	\$2,959,574.33
Other Operating						
Miscellaneous Revenue	610-0000-3998	\$25,032.54	\$26,000.00	\$62,714.76	\$26,000.00	\$26,000.00
Water Lateral Install Fees	610-0000-6110	\$12,067.00	\$15,000.00	\$22,381.00	\$11,801.00	\$15,000.00
Total Other Operating:		\$37,099.54	\$41,000.00	\$85,095.76	\$37,801.00	\$41,000.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Interest						
Investment Interest Earned	610-0000-3611	\$2,691.81	\$8,000.00	\$0.00	\$0.00	\$0.00
Investment Interest Earned	614-0000-3611	\$427.42	\$100.00	\$812.45	\$500.00	\$500.00
Investment Interest Earned	615-0000-3611	\$123,284.81	\$10,000.00	\$199,528.45	\$100,000.00	\$90,000.00
Investment Interest Earned	640-0000-3611	\$17,946.45	\$1,000.00	\$35,068.73	\$28,913.00	\$21,391.00
Total Interest:		\$144,350.49	\$19,100.00	\$235,409.63	\$129,413.00	\$111,891.00
Other Non Operating						
Water Capacity Fees-Resident.	640-0000-6302	\$51,758.38	\$50,000.00	\$20,599.85	\$23,920.99	\$20,000.00
Total Other Non Operating:		\$51,758.38	\$50,000.00	\$20,599.85	\$23,920.99	\$20,000.00
Total Revenue Source:		\$3,187,587.39	\$3,160,160.00	\$3,291,872.00	\$3,147,805.88	\$3,132,465.33



# Wastewater Treatment Enterprise



*The Wastewater Enterprise is operated by the Municipal Improvement District No. 1 and is responsible for ensuring the provision of a safe and effective sanitary sewer system to serve residents, businesses and public facilities in the City of Fort Bragg. It also is responsible for the operation of a wastewater treatment facility in compliance with state and federal regulations.*

Services provided by the Wastewater Enterprise include coordinating operations, monitoring, maintenance and related activities of the wastewater treatment plant and sanitary pumping stations. The Enterprise provides primary and secondary treatment of wastewater as well as treatment and conditioning of the solids removed at the treatment facility resulting in a high-quality effluent that can be discharged to the ocean.

## Strategic Goals and Objectives

Operate and maintain the City's wastewater collection system and treatment facilities.

- Ensure compliance with all regulatory requirements, including discharge limitations, monitoring and reporting, and safety procedures.
- Seek grant funding and other low-cost financing for capital projects.
- Manage the City's wastewater system in a cost-effective and efficient manner.



## FY 2024/25 Top Accomplishments

- Installed new washpress in the headworks.
- Rebuilt grit pump and hydrogritter cone.
- Replaced pump motor at Elm Street lift station.
- Completed sampling studies for recycled water RFP, and drier RFP
- Handled a difficult winter with minimal issues.
- Improved proficiency in winter biosolids handling.



## Performance / Workload Measures

INDICATORS	FY20	FY21	FY22	FY23	FY24
<b>WASTEWATER DEPARTMENT</b>					
Customer Service calls, wastewater	33	36	52	41	21
New customer sewer lines installed	0	2	1	8	4
Sewer mains cleaned/flushed in miles	16	18	15	12.8	6.6
Sewer mains and laterals repaired in number of jobs	9	8	11	26	5
Sewer manholes inspected	374	374	363	150	115
Sewer spill responses	1	2	5	3	1
Septage Received (Gallons)					274,854

## FY 2025/26 Top Priorities

- Rebuilding of old press building.
- Building biosolids storage shed, which will greatly help with winter operations, lowering hauling costs and hopefully reduce odors.
- Search for solutions to resolve collection system Fats Oils and Grease program issues.
- Develop efficient grease trap inspection program.
- Improve suppression tactics of microthrix filamentous bacteria for the next bulking season.



## WasteWater Enterprise Expenditures

The Wastewater Budget for FY 2025 is \$2.9 million, a decrease of 12% from the prior year. Salaries/Benefits increase of 7% are aligned with merit increases, COLA increases, and rising benefit costs.

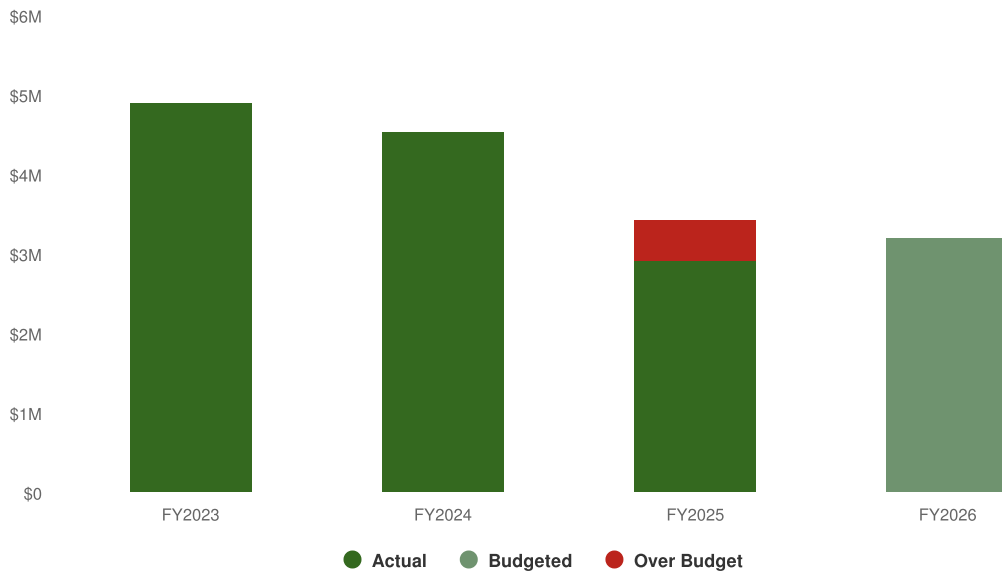
For Non-personnel Budget, property insurance is expected to increase by 25% offset by reduction in utilities 4% to \$315K, chemicals and professional services budget are projected to decrease of \$357k. The biosolids removal cost of \$300K is a reduction from the prior year, as some of the left over funds in the prior fiscal year will be rolled forward to cover the costs of increases in truckloads of biosolids removal. A feasibility study on the dryer will commence soon to reduce the 60% water levels which will help with the high annual costs that have been incurred previously.

All other expenditure categories have insignificant changes year-over-year.

Infrastructure rehabilitation, replacement, and upgrade requirements are necessary to maintain an aging water distribution system. The Water and Sewer Budget includes costs to undertake a Rate Study in the second half of FY 2025. The rate study results will be brought forward to the City Council in February 2025..

**\$3,206,040** **\$279,167**  
(9.54% vs. prior year)

### Wastewater Treatment Adopted and Historical Budget vs. Actual



## Expenditures by Expense Type

The Wastewater Enterprise Budget for FY 2025 is \$3.2 million, reflecting a 9.4% increase from the prior fiscal year. This increase is primarily driven by rising personnel costs, with salaries and benefits increasing by 7%, aligned with scheduled merit-based step increases, COLA adjustments, and rising benefit premiums.

As part of the City's updated Cost Allocation Plan, salary and benefit expenses are no longer budgeted solely within the employee's home department. Instead, the Public Works Director applies operational assumptions to allocate costs across appropriate functions annually, providing a more accurate representation of labor distribution.

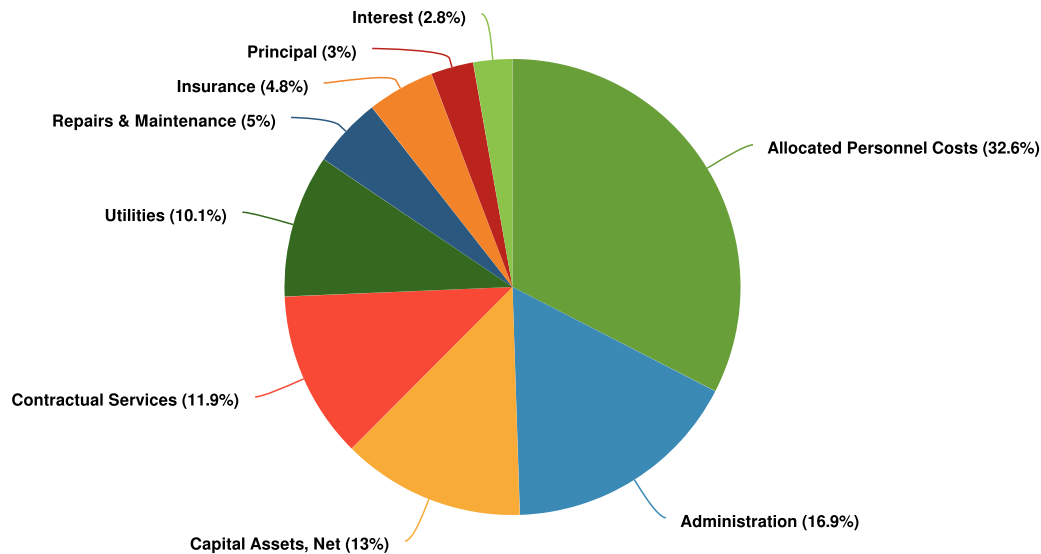
On the non-personnel side, property insurance costs are expected to rise by 18%, reflecting broader market conditions. This increase is offset by a projected \$62,000 decrease in professional services, resulting from reduced reliance on external consultants during the fiscal year.

The budget includes \$300,000 for biosolids removal, which is a reduction from the prior year. This decrease is due to the rollover of unspent funds from the previous fiscal year, which will be used to offset increased truckload volumes. Additionally, the City will initiate a feasibility study for a biosolids dryer, aimed at reducing water content levels (currently around 60%) and lowering long-term disposal costs.

Also included in the FY 2025 budget is a \$97,000 debt service payment related to prior upgrades at the Wastewater Treatment Plant. This ongoing obligation ensures the City continues to meet its debt requirements while maintaining critical infrastructure investments.

All other expenditure categories reflect minor or negligible changes compared to the prior year.

### Budgeted Expenditures by Expense Type



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects					
Materials & Services					
Finance Charges	710-4710-0380	\$0	\$97	\$0	\$0
Bad Debt Sent to Collections	710-4710-0606	\$0	\$44	\$0	\$0
Total Materials & Services:		\$0	\$141	\$0	\$0
Allocated Personnel Costs					



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Salary/Benefits Allocation	710-4710-0801	\$20,001	-\$14,300	\$20,001	\$0
Salaries & Wages, Regular	710-4712-0101	\$450,742	\$486,091	\$536,212	\$568,385
Overtime	710-4712-0102	\$22,715	\$28,143	\$20,996	\$20,000
Comp Time Payout	710-4712-0103	\$8,219	\$10,227	\$12,235	\$10,000
Vacation Payout	710-4712-0104	\$1,284	\$673	\$1,961	\$2,000
Other Pay	710-4712-0109	\$36,826	\$28,696	\$37,803	\$38,000
Misc Insurance Premiums & Fees	710-4712-0210	\$1,500	\$1,629	\$1,826	\$2,191
Medical Premium Contribution	710-4712-0211	\$98,055	\$117,749	\$155,471	\$160,135
Uniforms	710-4712-0212	\$4,139	\$4,055	\$3,708	\$3,519
Dental Premiums	710-4712-0213	\$5,965	\$6,365	\$5,977	\$7,619
Vision Care	710-4712-0214	\$1,640	\$1,559	\$1,588	\$1,649
Pers	710-4712-0220	\$388,605	\$65,931	\$74,125	\$77,090
Retiree Medical Benefits	710-4712-0224	\$48,811	\$35,733	\$71,268	\$74,831
Worker's Comp Premium	710-4712-0231	\$25,353	\$8,515	\$13,960	\$7,691
FICA/Medicare	710-4712-0252	\$39,185	\$40,347	\$43,413	\$46,018
CALPERS UAL Payment	710-4712-0387	\$0	\$0	\$25,000	\$25,000
Total Allocated Personnel Costs:		\$1,153,039	\$821,413	\$1,025,543	\$1,044,127
Repairs & Maintenance					
Equipment Repair & Maint	710-4711-0351	\$1,952	\$0	\$728	\$3,500
Equipment Repair & Maint	710-4712-0351	\$82,684	\$79,710	\$86,082	\$85,000
Building Repair & Maint	710-4712-0353	\$10,504	\$9,036	\$8,000	\$70,000
Laundry/Cleaning/Janitorial	710-4712-0354	\$714	\$687	\$500	\$500
Total Repairs & Maintenance:		\$95,853	\$89,434	\$95,310	\$159,000
Interest					
Interest	717-4712-0912	\$93,850	\$92,475	\$90,130	\$88,210
Fees	717-4712-0913	\$0	\$465	\$465	\$465
Total Interest:		\$93,850	\$92,940	\$90,595	\$88,675
Capital Assets, Net					
Postage	710-4710-0372	\$3,702	\$2,065	\$4,000	\$2,090
Miscellaneous	710-4710-0619	\$0	\$1,217	\$0	\$0
General Supplies	710-4711-0375	\$16,098	\$13,491	\$12,000	\$14,000
Small Tools & Equipment	710-4711-0381	\$3,814	\$2,020	\$4,000	\$4,000
Fleet Services	710-4712-0322	\$326,121	\$215,871	\$215,871	\$215,871
Laboratory Supplies	710-4712-0342	\$0	\$0	\$307	\$500
Chemicals	710-4712-0343	\$131,542	\$158,153	\$237,746	\$160,000
Postage	710-4712-0372	\$9,100	\$3,483	\$8,000	\$0
General Supplies	710-4712-0375	\$4,436	\$4,453	\$4,500	\$5,000
Medical/Safety Supplies	710-4712-0376	\$5,554	\$4,856	\$5,000	\$4,500
Boot Expense	710-4712-0377	\$2,359	\$2,515	\$2,700	\$2,500
Small Tools & Equipment	710-4712-0381	\$7,122	\$6,901	\$7,000	\$7,500
Miscellaneous	710-4712-0619	-\$2	\$2,715	\$68	\$0
Total Capital Assets, Net:		\$509,845	\$417,738	\$501,192	\$415,961



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Administration					
Telephone & Communication	710-4710-0362	\$932	\$991	\$1,000	\$1,000
Allocation to IT Int Serv Fund	710-4710-0396	\$51,272	\$57,284	\$51,272	\$51,272
Admin Costs Allocation	710-4710-0399	\$1,368,274	\$1,342,899	\$636,754	\$456,691
Training/Travel Reimbursement	710-4711-0366	\$0	\$570	\$4,500	\$4,000
Dues & Memberships	710-4712-0320	\$826	\$280	\$800	\$1,000
Training/Travel Reimbursement	710-4712-0366	\$1,824	\$3,357	\$7,500	\$8,500
Licenses & Permits	710-4712-0373	\$7,804	\$14,977	\$17,000	\$20,000
Total Administration:		\$1,430,931	\$1,420,357	\$718,826	\$542,463
Contractual Services					
Auditing & Accounting	710-4710-0312	\$10,092	\$7,034	\$8,000	\$9,000
Professional Services	710-4710-0319	\$40,781	\$39,118	\$25,000	\$25,000
Professional Services	710-4711-0319	\$0	\$0	\$5,000	\$7,000
Laboratory	710-4712-0313	\$40,817	\$51,107	\$40,000	\$40,000
Professional Services	710-4712-0319	\$355,074	\$330,364	\$361,494	\$300,000
Total Contractual Services:		\$446,764	\$427,624	\$439,494	\$381,000
Insurance					
Liability Deductible	710-4710-0359	\$0	\$704	\$100	\$100
Property Premium	710-4710-0360	\$56,506	\$112,645	\$144,070	\$152,714
Total Insurance:		\$56,506	\$113,349	\$144,170	\$152,814
Principal					
Principal	717-4712-0911	\$0	-\$930	\$95,000	\$97,000
Total Principal:		\$0	-\$930	\$95,000	\$97,000
Utilities					
Utilities	710-4712-0383	\$305,844	\$351,532	\$315,000	\$325,000
Total Utilities:		\$305,844	\$351,532	\$315,000	\$325,000
Depreciation					
Depreciation Expense	710-4710-0499	\$816,894	\$816,971	\$0	\$0
Total Depreciation:		\$816,894	\$816,971	\$0	\$0
Total Expense Objects:		\$4,909,527	\$4,550,568	\$3,425,129	\$3,206,040



# Revenues Summary

Revenues for the Wastewater Enterprise Fund are projected to remain flat in FY 2025/26, totaling \$3,660,028, in addition to any capacity fee revenues collected during the fiscal year. This projection is consistent with prior year collections and reflects current rate structures and customer usage patterns.

The City is currently undertaking a comprehensive rate study for both water and wastewater services, expected to be completed within 4 to 6 months. The study will evaluate the adequacy of current rates and may result in adjustments to ensure alignment with long-term operational, capital, and regulatory needs.

Wastewater rates are structured to fully recover the cost of providing reliable and compliant sewer service. This includes covering routine operational and maintenance expenses, debt service obligations, and funding infrastructure reinvestment. As capital projects and regulatory requirements increase in complexity and cost, the rate study will provide a data-driven foundation for rate adjustments to maintain financial sustainability. City staff will continue to closely monitor the rate study outcomes and update revenue forecasts as necessary to ensure that the Wastewater Enterprise Fund remains resilient and capable of supporting the City's critical sewer infrastructure and service delivery objectives.

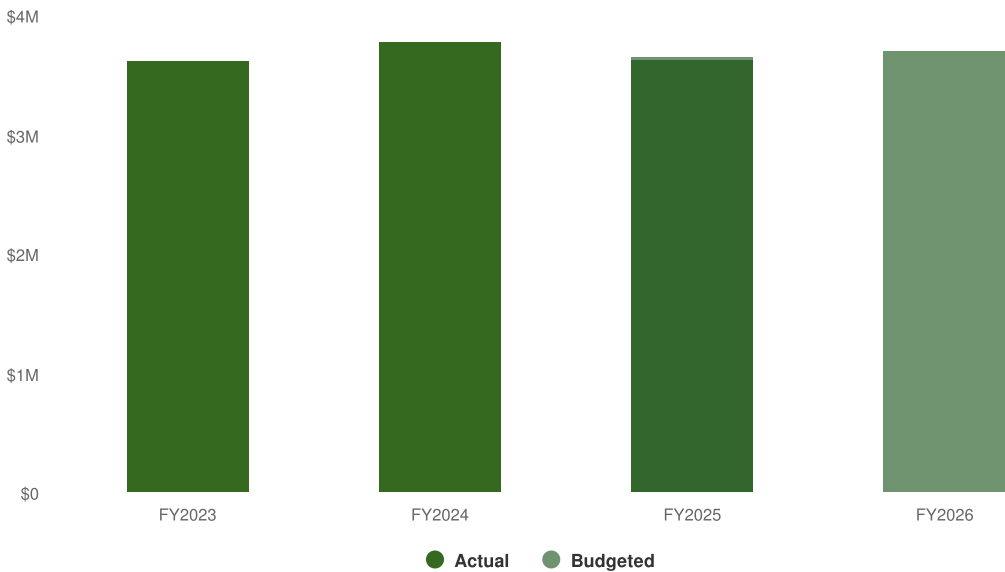
Moreover, the septic dumping station is projected to generate \$110K in additional revenue, an increase of \$40K from FY 2025.

\$3,709,850

\$49,822

(1.36% vs. prior year)

Wastewater Treatment Adopted and Historical Budget vs. Actual



# Revenue by Fund

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Wastewater Enterprise Fund						

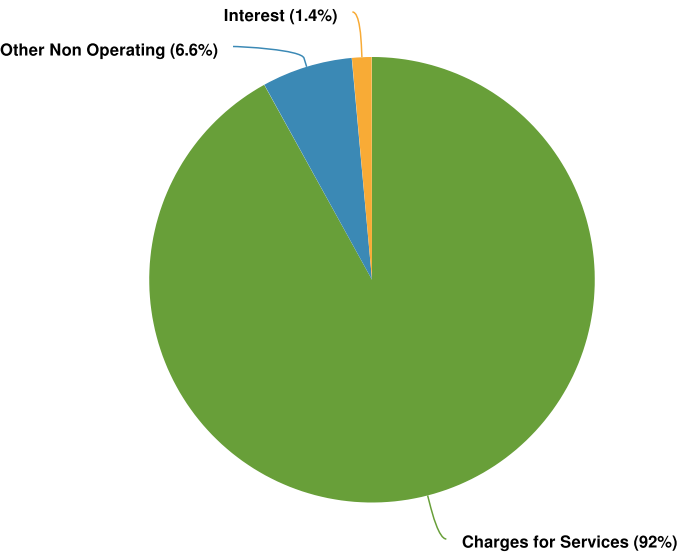


Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Wastewater O & M						
Investment Interest Earned	710-0000-3611	\$4,039.76	\$10,000.00	\$0.00	\$1,000.00	\$2,500.00
Miscellaneous Revenue	710-0000-3998	\$87,257.64	\$95,000.00	\$190,781.82	\$146,450.00	\$191,110.00
Sewer Service	710-0000-6110	\$3,354,489.16	\$3,360,706.20	\$3,391,755.82	\$3,346,844.80	\$3,346,844.80
Mackerricher Sewer Service	710-0000-6111	\$13,879.20	\$15,000.00	\$5,775.01	\$36,309.13	\$40,000.00
Permit/Inspection	710-0000-6112	\$1,080.00	\$0.00	\$800.00	\$640.00	\$700.00
Card Processing Fee	710-0000-6121	\$60.00	\$50.00	\$57.50	\$264.10	\$300.00
Drainage Fees	710-0000-6305	\$8,448.52	\$10,000.00	\$4,718.84	\$0.00	\$8,000.00
Installation Fees	710-0000-6306	\$12,946.79	\$6,000.00	\$13,822.27	\$15,929.00	\$16,000.00
Total Wastewater O & M:		\$3,482,201.07	\$3,496,756.20	\$3,607,711.26	\$3,547,437.03	\$3,605,454.80
Capital Project Fund-WWtr						
Investment Interest Earned	715-0000-3611	\$69,781.88	\$7,000.00	\$123,439.12	\$62,000.00	\$43,000.00
Total Capital Project Fund-WWtr:		\$69,781.88	\$7,000.00	\$123,439.12	\$62,000.00	\$43,000.00
Wastewater Capacity Fees						
Investment Interest Earned	740-0000-3611	\$20,719.61	\$3,000.00	\$41,003.68	\$10,000.00	\$8,000.00
Sewer Capacity Fees-Resident.	740-0000-6307	\$21,840.00	\$10,000.00	\$16,476.34	\$16,553.22	\$53,395.00
Sewer Capacity Fees - Comm.	740-0000-6308	\$22,380.64	\$15,000.00	\$2,451.55	\$873.02	\$0.00
Total Wastewater Capacity Fees:		\$64,940.25	\$28,000.00	\$59,931.57	\$27,426.24	\$61,395.00
Total Wastewater Enterprise Fund:		\$3,616,923.20	\$3,531,756.20	\$3,791,081.95	\$3,636,863.27	\$3,709,849.80

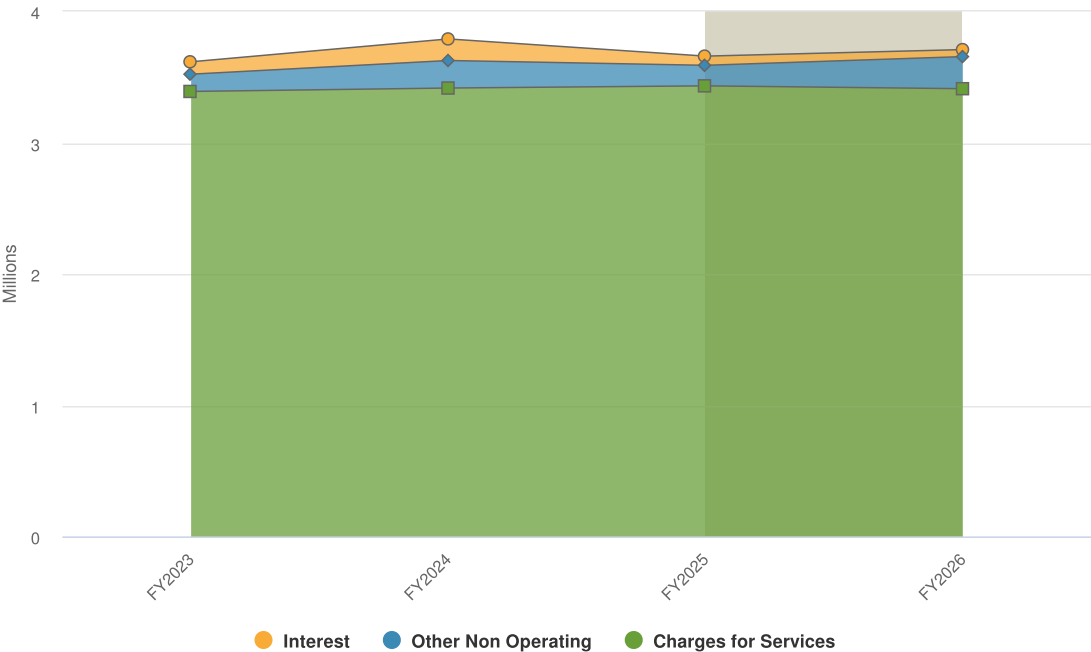


# Revenues by Source

## Projected 2026 Revenues by Source



## Budgeted and Historical 2026 Revenues by Source



Grey background indicates budgeted figures.

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue Source						





Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Charges for Services						
Sewer Service	710-0000-6110	\$3,354,489.16	\$3,360,706.20	\$3,391,755.82	\$3,346,844.80	\$3,346,844.80
Mackerricher Sewer Service	710-0000-6111	\$13,879.20	\$15,000.00	\$5,775.01	\$36,309.13	\$40,000.00
Permit/Inspection	710-0000-6112	\$1,080.00	\$0.00	\$800.00	\$640.00	\$700.00
Card Processing Fee	710-0000-6121	\$60.00	\$50.00	\$57.50	\$264.10	\$300.00
Drainage Fees	710-0000-6305	\$8,448.52	\$10,000.00	\$4,718.84	\$0.00	\$8,000.00
Installation Fees	710-0000-6306	\$12,946.79	\$6,000.00	\$13,822.27	\$15,929.00	\$16,000.00
Total Charges for Services:		\$3,390,903.67	\$3,391,756.20	\$3,416,929.44	\$3,399,987.03	\$3,411,844.80
Interest						
Investment Interest Earned	710-0000-3611	\$4,039.76	\$10,000.00	\$0.00	\$1,000.00	\$2,500.00
Investment Interest Earned	715-0000-3611	\$69,781.88	\$7,000.00	\$123,439.12	\$62,000.00	\$43,000.00
Investment Interest Earned	740-0000-3611	\$20,719.61	\$3,000.00	\$41,003.68	\$10,000.00	\$8,000.00
Total Interest:		\$94,541.25	\$20,000.00	\$164,442.80	\$73,000.00	\$53,500.00
Other Non Operating						
Miscellaneous Revenue	710-0000-3998	\$87,257.64	\$95,000.00	\$190,781.82	\$146,450.00	\$191,110.00
Sewer Capacity Fees-Resident.	740-0000-6307	\$21,840.00	\$10,000.00	\$16,476.34	\$16,553.22	\$53,395.00
Sewer Capacity Fees - Comm.	740-0000-6308	\$22,380.64	\$15,000.00	\$2,451.55	\$873.02	\$0.00
Total Other Non Operating:		\$131,478.28	\$120,000.00	\$209,709.71	\$163,876.24	\$244,505.00
Total Revenue Source:		\$3,616,923.20	\$3,531,756.20	\$3,791,081.95	\$3,636,863.27	\$3,709,849.80

## Revenue by Department

Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue					
Wastewater					
Non Departmental					
Investment Interest Earned	710-0000-3611	\$4,039.76	\$0.00	\$1,000.00	\$2,500.00
Miscellaneous Revenue	710-0000-3998	\$87,257.64	\$190,781.82	\$146,450.00	\$191,110.00
Sewer Service	710-0000-6110	\$3,354,489.16	\$3,391,755.82	\$3,346,844.80	\$3,346,844.80
Mackerricher Sewer Service	710-0000-6111	\$13,879.20	\$5,775.01	\$36,309.13	\$40,000.00
Permit/Inspection	710-0000-6112	\$1,080.00	\$800.00	\$640.00	\$700.00
Card Processing Fee	710-0000-6121	\$60.00	\$57.50	\$264.10	\$300.00
Drainage Fees	710-0000-6305	\$8,448.52	\$4,718.84	\$0.00	\$8,000.00
Installation Fees	710-0000-6306	\$12,946.79	\$13,822.27	\$15,929.00	\$16,000.00



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Investment Interest Earned	715-0000-3611	\$69,781.88	\$123,439.12	\$62,000.00	\$43,000.00
Investment Interest Earned	740-0000-3611	\$20,719.61	\$41,003.68	\$10,000.00	\$8,000.00
Sewer Capacity Fees-Resident.	740-0000-6307	\$21,840.00	\$16,476.34	\$16,553.22	\$53,395.00
Sewer Capacity Fees - Comm.	740-0000-6308	\$22,380.64	\$2,451.55	\$873.02	\$0.00
Total Non Departmental:		\$3,616,923.20	\$3,791,081.95	\$3,636,863.27	\$3,709,849.80
Total Wastewater:		\$3,616,923.20	\$3,791,081.95	\$3,636,863.27	\$3,709,849.80
Total Revenue:		\$3,616,923.20	\$3,791,081.95	\$3,636,863.27	\$3,709,849.80



# PARKS AND RECREATION & THE C.V. STARR COMMUNITY CENTER



*At C.V. Starr Community Center, we believe that community comes first. We strive to leave a legacy of access to the Center for future generations and those who live, work, play, and visit our community. We are committed to providing opportunities for everyone to achieve both physical and mental well-being, while prioritizing community needs, equity, and responsible use of resources.*

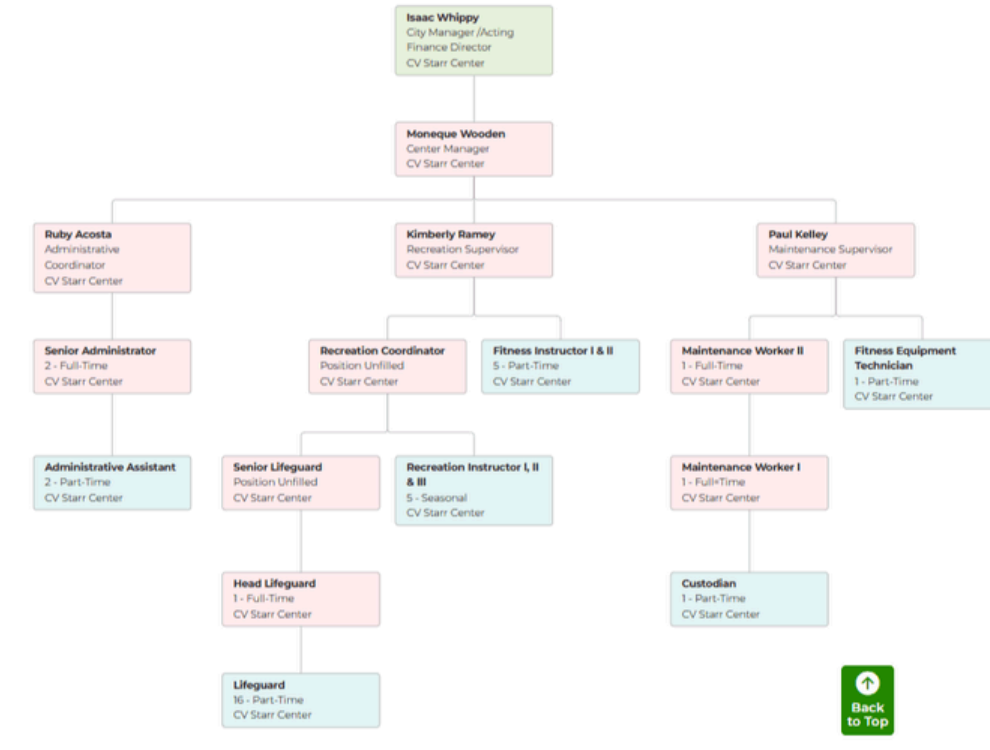
The C.V. Starr Community Center (C.V. Starr Center) is a 43,000 square foot facility that includes an indoor water park, fitness, spin, exercise and weight rooms and meeting room for community use. Its grounds include a dog park, a skateboard park, pétanque court and a community garden. The City owns the facility and receives restricted sales tax and property tax revenues to help offset the costs of operation, maintenance and capital improvements at the C.V. Starr Center. These restricted sales and property tax funds are held in the C.V. Starr Enterprise Fund.

## Strategic Goals and Objectives

1. Establish a Fully Integrated Parks and Recreation Department
  - Complete the organizational transition by combining CV Starr operations, parks maintenance functions, and facility rentals under one cohesive department.
  - Formalize departmental structure, staffing, and oversight to improve service delivery and resource allocation.
2. Expand Recreational Programming and Access
  - Partner with the Fort Bragg Unified School District to co-develop and co-locate youth programs, fitness offerings, and seasonal camps.
  - Increase program availability during after-school hours, weekends, and summer months to serve diverse age groups and income levels.
3. Maximize Use of City-Owned Properties for Recreation
  - Develop a long-range recreational use plan for the 6-7 acre site off Highway 20 to include trails, sports fields, or nature-based programming.
  - Support the timely completion and activation of Bainbridge Park Enhancements by end of calendar year 2025.
4. Improve Facility Maintenance and Efficiency
  - Implement the outsourcing of landscaping and janitorial services to improve cleanliness and appearance of public spaces while allowing staff to focus on deferred maintenance and capital upgrades.
  - Develop and maintain a rolling capital improvement plan (CIP) for recreational facilities and equipment.
5. Enhance Community Engagement and Wellness
  - Promote inclusive, low-cost or free community events and wellness initiatives to encourage physical activity, mental well-being, and social connection.
  - Expand access to recreational scholarships and explore sliding scale membership models at CV Starr.
6. Strengthen Financial Sustainability and Revenue Generation
  - Evaluate and adjust fee structures for facility rentals, classes, and memberships to improve cost recovery while maintaining accessibility.
  - Explore sponsorships, grants, and public-private partnerships to fund capital improvements and special events.
7. Foster Staff Development and Departmental Culture
  - Invest in ongoing training for recreation staff and CV Starr employees to support safety, customer service, and program innovation.
  - Establish internal performance metrics and regular staff check-ins to align operations with departmental goals.
8. Increase Facility Usage and Visibility
  - Launch targeted marketing campaigns to boost CV Starr membership and promote rental opportunities for City parks and facilities.
  - Use social media, community newsletters, and school partnerships to broaden outreach and increase participation.



## Organizational Chart



## Authorized FTE

AUTHORIZED FTE	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Maintenance Department	4	2	4	4	4	3	4
Guest Services	5	1	4	4	3	4	3
Aquatics \ Recreation	5	1	4	4	3	4	4

## FY 2024/25 Top Accomplishments

- Grew memberships by 29% and added more independent contractors, whose classes have been very successful.
- City Council approved a contract for Skylight repair and a new HVAC system.
- Removed, repaired and refinished the entire slide staircase, ensuring access to this fun amenity for years to come.
- Held our first annual Oktoberfest for the community
- The annual Aquathon was held, which raised enough funds to offer free two-week swim lessons to all second-graders in our community, including Mendocino and the Charter schools.
- We held our 2<sup>nd</sup> Annual Water Safety Awareness event, which was open to the entire community.
- Successfully taught CPR classes to local businesses, including Harvest Market and Redwood Cost Senior Center employees.



## Performance / Workload Measures

INDICATORS						
Monthly Memberships	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Memberships / Monthly & Recurring	1,159	12	761	1,074	1,413	1,826
Silver Sneakers & Renew Active	1,331	1,111	1,192	1,282	1,366	1,464
TOTAL ACTIVE MEMBERSHIPS	2,490	1,123	1,953	2,356	2,779	3,290
Drop in Daily Passes	8,798	-	8,091	12,453	11,053	11,822
<b>Facility Attendance</b>						
Fitness Classes					13890	19868
Cardio Room					3207	11886
Weight Room					6027	17060
Spin Room					966	1978
Independent Contractor Classes					419	1764
Leisure Pool					9865	15479
Lazy River – Water Walking					3045	11695
Competition Pool					16326	21067
Facility Day Observers					6076	13042
Enrichment					2760	3317
Private Lessons					403	483
<b>Facility Rental</b>						
Party Room / Multi-purpose room	92	0	49	93	68	57
<b>Miscellaneous</b>						
Merchandise	715	0	623	855	433	447
Gift Certificates	548	0	320	173	134	29



## FY 2025/26 Top Priorities

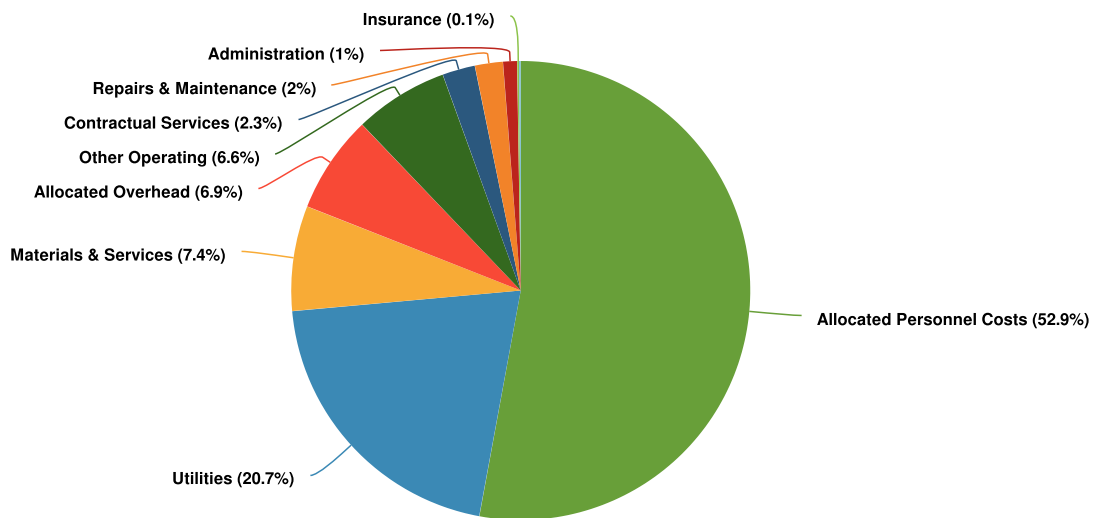
- Department Establishment & Integration
  - Finalize the reorganization of Parks Maintenance and CV Starr operations into the new Parks and Recreation Department.
  - Transition facility rental coordination and event permitting responsibilities under the new department for improved efficiency and customer service.
- Capital Improvements & Park Enhancements
  - Oversee completion of Bainbridge Park enhancements by end of 2025, including upgraded amenities and ADA improvements.
  - Develop a Master Plan for the 6–7 acre Highway 20 parcel for future recreational use.
  - Identify priority maintenance projects to address deferred facility needs across parks.
- Public-Private & Interagency Partnerships
  - Expand partnerships with Fort Bragg Unified School District to offer joint recreational programs and shared facility use.
  - Leverage external funding through grant opportunities and partner sponsorships to expand programming and amenities.
- Outsourced Maintenance Efficiency
  - Implement and monitor the outsourcing of landscaping and janitorial services for City facilities, reallocating staff time toward higher-value maintenance and repair projects.
- Program Growth & Community Wellness
  - Increase program offerings at CV Starr tailored to seniors, youth, and working families, including aquatic, wellness, and fitness programs.
  - Develop marketing and outreach strategies to boost membership and participation.
- Data-Driven Planning
  - Conduct a community recreation needs assessment to inform program design, facility scheduling, and future capital investments.
  - Establish performance metrics and user feedback mechanisms to support ongoing evaluation and service improvements.
- Financial Sustainability & Strategic Alignment
  - Pursue new grant funding to support programs and infrastructure, including Prop 68, Land and Water Conservation Fund, and local sources.
  - Align all department initiatives with the City's 2024–2028 Strategic Plan, particularly the goals of:
    - *Promoting community health and wellness*
    - *Supporting efficient operations and service delivery*
    - *Enhancing livability and recreation access*
- Increase the number of trained lifeguards, thus allowing the C.V. Starr Center to stay open on Sundays.
- Continue growing our Independent Contractor model and add more enrichment classes for the community.
- Collaborate with Fort Bragg Unified School District's art department to create new murals throughout the Center
- Look for and apply for grants that will help offset the cost of offering activities, such as our 2<sup>nd</sup> grade swim program.
- Continue to increase our memberships by offering various promotions throughout the year.
- Continue to grow our social media presence
- Promote the Center by adding new and unique aquatic events





## Expenditures by Expense Type

### Budgeted Expenditures by Expense Type



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects						
Administrative Expenses						
Salaries & Wages	810-4812-0101	\$944,441	\$1,128,480	\$839,225	\$813,000	\$907,609





Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Overtime	810-4812-0102	\$3,568	\$4,000	\$9,500	\$11,923	\$12,286
Comp Time	810-4812-0103			\$0	\$1,932	\$2,000
Vacation Payout	810-4812-0104	\$11,668	\$0	\$50,092	\$475	\$2,000
Other Pay	810-4812-0109	\$9,376	\$0	\$214	\$1,423	\$1,600
Emp Benefits-CV Starr	810-4812-0201	\$71,528	\$4,989	\$4,079	\$0	\$0
Misc Insurance Premiums & Fees	810-4812-0210	\$16,713	\$161	\$6,887	\$2,232	\$3,000
Medical Premium Contribution	810-4812-0211	\$0	\$96,520	\$77,164	\$74,108	\$76,108
Dental Premiums	810-4812-0213	\$0	\$7,000	\$409	\$4,557	\$4,900
Vision Benefits	810-4812-0214	\$0	\$0	\$164	\$1,900	\$2,100
Worker's Comp Premium	810-4812-0231	\$28,370	\$22,910	\$20,506	\$14,374	\$0
UIB/ETT/FUTA	810-4812-0251	\$7,328	\$87,859	\$4,132	\$0	\$0
FICA/MEDICARE	810-4812-0252	\$75,554	\$87,859	\$70,317	\$77,371	\$68,382
Legal - CV Starr	810-4812-0311	\$0	\$7,000	\$10,049	\$5,000	\$5,000
Auditing & Accting - CV Starr	810-4812-0312	\$0	\$9,000	\$5,553	\$3,738	\$5,000
Recruitment Costs	810-4812-0317	\$607	\$1,500	\$440	\$0	\$2,000
Professional Services	810-4812-0319	\$4,136	\$15,000	\$2,227	\$35,000	\$37,000
Dues and Memberships	810-4812-0320	\$908	\$2,000	\$2,499	\$1,000	\$3,000
Equipment Repair & Maint	810-4812-0351	\$623	\$0	\$0	\$0	\$0
Property Ins. Premium	810-4812-0360			\$0	\$118,927	\$122,494
Telephone & Communications	810-4812-0362	\$11,005	\$12,000	\$9,403	\$10,000	\$10,000
Printing & Copying Costs	810-4812-0365	\$7,448	\$4,000	\$4,077	\$5,000	\$5,000
Travel and Training	810-4812-0366	\$250	\$2,000	\$291	\$2,000	\$5,000
Postage	810-4812-0372	\$252	\$600	\$231	\$100	\$100
License & Permits	810-4812-0373	\$10,194	\$5,000	\$8,604	\$7,000	\$8,000
General Supplies	810-4812-0375	\$5,003	\$5,280	\$3,326	\$1,500	\$2,000
Uniforms	810-4812-0378	\$59	\$0	\$0	\$500	\$500



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Merchandise & Art Sales	810-4812-0390		\$0	\$2,250	\$3,000	\$3,000
Marketing and Promotions	810-4812-0391		\$0	\$10,949	\$15,000	\$15,000
Admin Costs Allocation - CVSC	810-4812-0399	-\$19,790	\$10,000	\$0	\$140,000	\$140,000
Depreciation Expense	810-4812-0499	\$650,590	\$0	\$675,919	\$0	\$0
Miscellaneous	810-4812-0619	\$7	\$0	\$0	\$0	\$0
Capital	810-4812-0751	\$5,899	\$405,982	\$24,547	\$104,638	\$0
Sal/Benefit Allocation - CVSC	810-4812-0801			\$19,320	\$0	\$0
CV Starr Tax Allocation	810-4812-0803	\$184,008	\$0	\$0	\$0	\$0
CV Starr Operating Expenses	810-4812-0806	\$2,250	\$0	\$0	\$0	\$0
IT Services	810-4812-4111	\$52,051	\$50,000	\$46,539	\$3,882	\$0
Insurance	810-4812-4115	\$43,516	\$30,208	\$211,248	\$15,000	\$0
Bank Fees	810-4812-4116	\$18,498	\$4,800	\$21,179	\$20,000	\$0
LAFCO & Property Tax	810-4812-4117	\$6,811	\$5,811	\$0	\$0	\$0
Total Administrative Expenses:		\$2,152,869	\$2,009,957	\$2,141,340	\$1,494,580	\$1,443,080
Facility/Maint Expenditures						
Professional Services	810-4813-0319	\$750	\$1,000	\$17,535	\$8,000	\$5,000
Chemicals	810-4813-0343	\$32,624	\$30,000	\$28,260	\$30,000	\$30,000
Equipment Repair & Maint	810-4813-0351	\$45,818	\$62,247	\$56,270	\$100,000	\$40,000
Telephone	810-4813-0362	\$280	\$0	\$0	\$0	\$0
Travel & Training	810-4813-0366	\$0	\$4,000	\$347	\$1,500	\$1,000
General Supplies	810-4813-0375	\$47,614	\$35,000	\$43,612	\$40,000	\$40,000
Uniforms	810-4813-0378	\$0	\$2,000	\$469	\$1,000	\$1,000
Small Tools & Equipment	810-4813-0381	\$2,877	\$2,000	\$41	\$1,000	\$1,500
Utilities	810-4813-0383	\$365,941	\$350,000	\$354,859	\$412,000	\$420,000
IT Services	810-4813-4111	\$49	\$0	-\$297	\$0	\$0
Marketing and Promotions	810-4813-4114	\$2,167	\$0	\$0	\$0	\$0



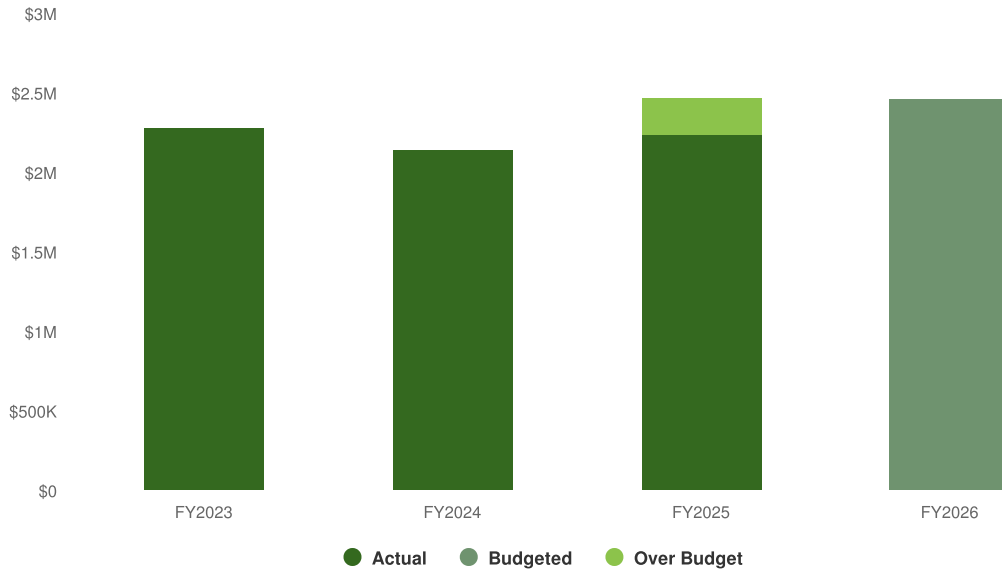
Name	Account ID	FY2023 Audited Final Numbers	FY2024 Amended	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Alarm/Security	810-4813-4118	\$935	\$0	\$0	\$0	\$0
Ground Maintenance Costs	810-4813-4119	\$4,920	\$0	\$0	\$0	\$0
Total Facility/Maint Expenditures:		\$503,974	\$486,247	\$501,096	\$593,500	\$538,500
Guest Services						
Dues & Membership	810-4814-0320	\$722	\$3,100	\$0	\$0	\$0
Copying and Printing	810-4814-0365	\$947	\$500	\$0	\$0	\$0
Travel & Training	810-4814-0366	\$0	\$3,000	\$0	\$0	\$0
General Supplies	810-4814-0375	\$252	\$1,800	\$0	\$0	\$0
Uniforms	810-4814-0378	\$0	\$700	\$0	\$0	\$0
Marketing and Promotions	810-4814-4114	\$7,247	\$15,000	\$0	\$0	\$0
Merchandize & Art Sales	810-4814-4117	\$1,350	\$5,000	\$0	\$0	\$0
Total Guest Services:		\$10,518	\$29,100	\$0	\$0	\$0
Recreation/Program Expenses						
Dues and Memberships	810-4815-0320	\$2,431	\$1,400	\$420	\$700	\$1,000
Travel and Training	810-4815-0366	\$1,787	\$3,000	\$4,727	\$3,500	\$6,000
License & Permits	810-4815-0373	\$2,315	\$3,000	\$146	\$5,700	\$8,000
General Supplies	810-4815-0375	\$4,452	\$1,000	\$33	\$300	\$1,000
Program Supplies	810-4815-0376	\$0	\$8,620	\$9,707	\$5,000	\$5,000
Pool Side Supplies	810-4815-0377	\$0	\$5,300	\$4,909	\$2,500	\$10,000
Uniforms	810-4815-0378	\$2,143	\$2,200	\$2,306	\$2,000	\$2,500
Honorarium Expenses	810-4815-0379	\$890	\$4,500	\$2,066	\$2,000	\$3,000
Gym Side Supplies	810-4815-0380	\$0	\$2,200	\$5,293	\$4,000	\$4,000
Other Recreation Activities	810-4815-0381			\$0	\$0	\$10,000
Total Recreation/Program Expenses:		\$14,017	\$31,220	\$29,607	\$25,700	\$50,500
Total Expense Objects:		\$2,681,378	\$2,556,524	\$2,672,043	\$2,113,780	\$2,032,080



## Revenues Summary

**\$2,465,439** **\$226,475**  
(10.12% vs. prior year)

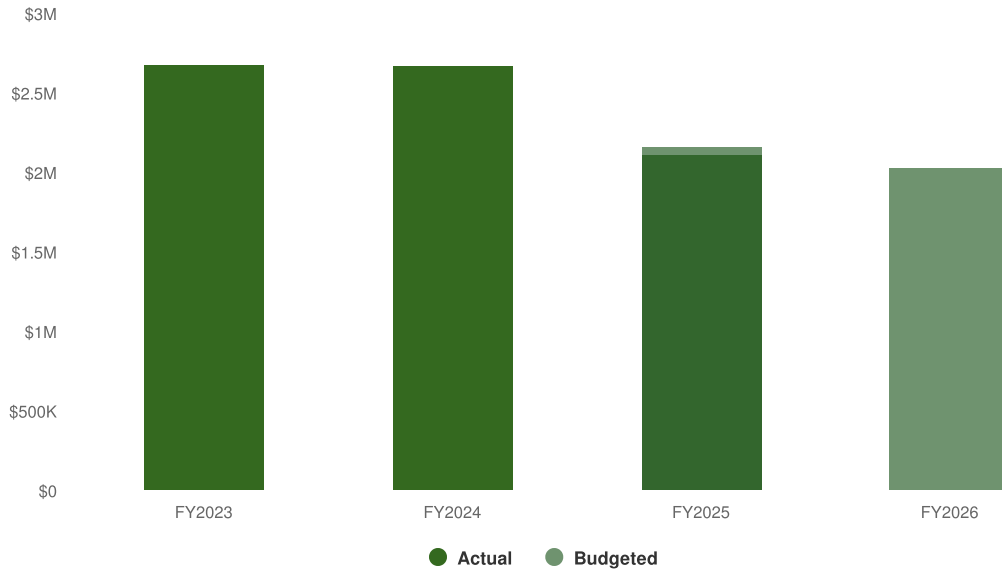
### CV Starr Community Center Adopted and Historical Budget vs. Actual



## Expenditure Summary

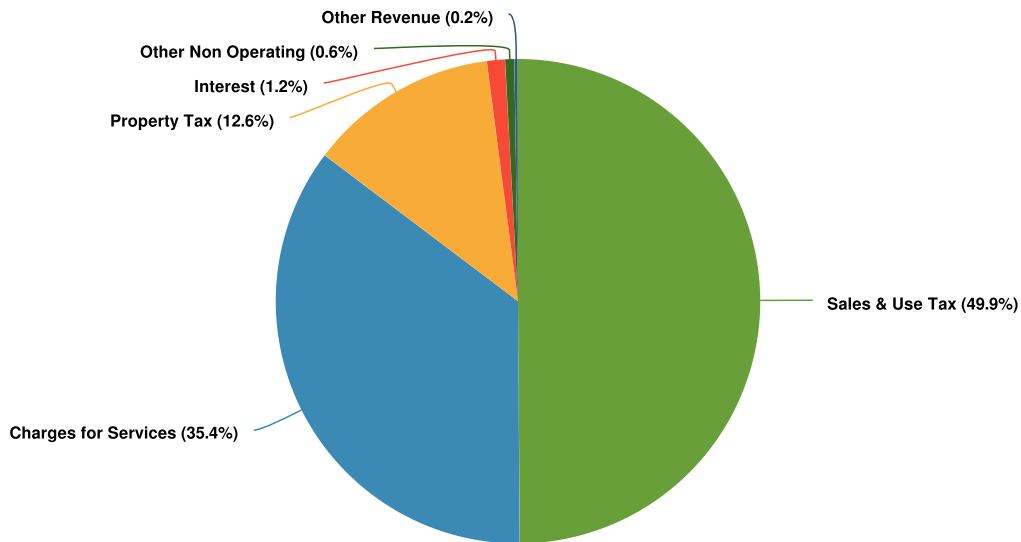
**\$2,032,080** **-\$127,023**  
(-5.88% vs. prior year)

### CV Starr Community Center Adopted and Historical Budget vs. Actual



# Revenues by Source

## Projected 2026 Revenues by Source



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue Source					
Property Tax					
Sec Property Tax, Current Year	810-0000-3110	\$305,258.18	\$309,827.47	\$308,561.00	\$311,646.61
Total Property Tax:		\$305,258.18	\$309,827.47	\$308,561.00	\$311,646.61
Sales & Use Tax					
CV Starr Sales Tax	810-0000-3132	\$1,175,441.29	\$1,169,581.83	\$1,247,000.00	\$1,230,000.00
Total Sales & Use Tax:		\$1,175,441.29	\$1,169,581.83	\$1,247,000.00	\$1,230,000.00
Charges for Services					
Charges for Services	810-0000-3999	-\$880.12	\$0.00	\$0.00	\$0.00
CV Starr Facility Revenue	810-0000-6120	\$6,279.71	\$1,115.00	\$600.00	\$1,000.00
Refunds & Rebates	810-0000-6121	-\$1,607.00	\$400.00	\$4,000.00	\$0.00
Merchandise Sales, Net	810-0000-6122	\$5,877.70	\$5,333.10	\$5,500.00	\$6,000.00
Facility Rentals	810-0000-6123	\$40,947.89	\$40,129.25	\$53,000.00	\$55,000.00
Enrichment Programs	810-0000-6124	\$79,698.83	\$68,252.00	\$55,000.00	\$60,000.00
Facility Passes	810-0000-6125	\$465,219.00	\$562,888.73	\$740,119.36	\$747,520.55
Commissions Revenue	810-0000-6127	\$3,511.79	\$1,952.48	\$3,500.00	\$3,500.00
Total Charges for Services:		\$599,047.80	\$680,070.56	\$861,719.36	\$873,020.55
Other Revenue					
2nd Grade Swim Revenue	810-0000-6130		\$0.00	\$5,771.40	\$5,771.40
Total Other Revenue:			\$0.00	\$5,771.40	\$5,771.40



Name	Account ID	FY2023 Audited Final Numbers	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Other Revenues					
Cost Allocations - MCRPD	810-4812-3499	\$103,619.26	-\$156,400.30	\$0.00	\$0.00
Total Other Revenues:		\$103,619.26	-\$156,400.30	\$0.00	\$0.00
Other Operating					
Cash Over/Short	810-0000-6129	-\$185.27	-\$428.31	\$0.00	\$0.00
Total Other Operating:		-\$185.27	-\$428.31	\$0.00	\$0.00
Interest					
Investment Interest Income	810-0000-3611	\$73,532.06	\$95,242.49	\$42,000.00	\$30,000.00
Total Interest:		\$73,532.06	\$95,242.49	\$42,000.00	\$30,000.00
Other Non Operating					
Miscellaneous Revenue	810-0000-3998	\$28,376.84	\$42,090.96	\$10,000.00	\$15,000.00
Total Other Non Operating:		\$28,376.84	\$42,090.96	\$10,000.00	\$15,000.00
Total Revenue Source:		\$2,285,090.16	\$2,139,984.70	\$2,475,051.76	\$2,465,438.56



# City of Fort Bragg BroadBand Utility



To deliver fast, reliable, and affordable broadband that empowers every Fort Bragg resident and business, fuels economic growth, and closes the digital divide—today and for generations to come.

## Strategic Goals and Objectives

### Goal 1: Establish a Strong Organizational Foundation

Objective 1.1: Recruit and appoint a qualified Broadband Utility Director to lead operations and strategic initiatives.

Objective 1.2: Identify and secure dedicated office space to support customer service, administrative, and technical operations.

Objective 1.3: Build internal capacity through staff onboarding, training, and policy development.

### Goal 2: Deliver Reliable, High-Speed Broadband Service to the Community

Objective 2.1: Complete construction and deployment of the fiber broadband network on schedule and within budget.

Objective 2.2: Ensure infrastructure meets performance benchmarks for speed, uptime, and resiliency.

Objective 2.3: Explore MicroGrid backup solutions and energy resilience for critical broadband infrastructure.

### Goal 3: Ensure Financial Sustainability and Accountability

Objective 3.1: Develop and implement a long-term financial plan to repay the \$7.5 million acquisition debt within 20 years.

Objective 3.2: Establish reserve policies consistent with enterprise fund best practices.

Objective 3.3: Implement a cost-based, tiered rate structure that complies with Prop 218.

### Goal 4: Expand Broadband Access and Promote Digital Equity

Objective 4.1: Launch affordable internet programs for low-income households and underserved populations.

Objective 4.2: Partner with schools, libraries, and nonprofits to expand digital literacy and access.

Objective 4.3: Prioritize infrastructure deployment in underserved neighborhoods.

### Goal 5: Build Public Trust Through Transparency and Engagement

Objective 5.1: Launch a strategic marketing and communications plan to reintroduce MCN to the public.

Objective 5.2: Provide regular updates on construction progress, rate plans, and service availability.

Objective 5.3: Create channels for customer feedback and continuous improvement.

### Goal 6: Foster Economic Development and Local Resilience

Objective 6.1: Leverage broadband to attract and retain businesses, support remote work, and stimulate innovation.

Objective 6.2: Coordinate with the City's Economic Development Department to promote broadband as a utility that strengthens business growth and downtown revitalization.





## **FY 2025/26 Top Priorities**

Below are key priorities for the newly established Municipal Broadband Utility, MCN (Mendocino Community Network), effective July 1, 2025:

### **Top Priorities for the Broadband Utility – MCN (Effective July 1, 2025)**

**1. Hire a Broadband Utility Director**

Recruit a visionary leader with technical expertise and utility management experience to oversee operations, ensure fiscal responsibility, and guide strategic broadband expansion efforts.

**2. Identify and Secure Office Space**

Locate a suitable and accessible office location for MCN operations that can accommodate administrative, technical, and customer service functions as the utility scales.

**3. Launch Strategic Marketing & Re-Branding Campaign**

Develop and implement a robust outreach and marketing strategy to reintroduce MCN to the community as a modern, reliable, and locally-operated broadband service provider. Focus on customer trust, local ownership, and service quality.

**4. Accelerate Construction of Fiber Infrastructure**

Ensure the timely and cost-effective buildout of the City's fiber network, with a focus on critical areas and underserved neighborhoods. Monitor progress closely to meet deployment timelines.

**5. Streamline Customer Onboarding and Support Systems**

Develop efficient onboarding processes for new residential and business customers, including online sign-ups, self-installation options, and high-quality customer support services.

**6. Establish Competitive and Transparent Rate Plans**

Finalize and promote tiered rate structures that align with customer needs and reflect the actual cost of service, in compliance with Prop 218 and cost-of-service requirements.

**7. Develop Financial Sustainability & Debt Repayment Strategy**

Implement a long-term fiscal policy to ensure financial health of the utility, including setting aside reserves and paying down the \$7.5 million debt within 20 years, while remaining competitive.

**8. Prioritize Digital Equity and Inclusion**

Identify strategies and partnerships to expand access to affordable broadband service for low-income households, seniors, and rural areas.

**9. Establish Performance Metrics and Reporting**

Track and publicly report on customer satisfaction, connection speeds, uptime, and network expansion progress to build transparency and community confidence.





## Revenues Summary

### Fiber Internet Services

Projected to generate the highest revenue in FY 2025/26, the new Fiber product is driving customer transitions away from legacy MCN services within the City limits. As fiber deployment accelerates, the utility anticipates significant subscriber growth and increased revenues in this category.

### Fusion Services – \$1.4 million (est.)

Fusion bundles DSL internet with Plain Old Telephone Service (POTS), currently MCN's largest revenue stream. However, this legacy product is being phased out by its provider (Sonic Telecom), and customers are increasingly transitioning to Fiber or Open Air. Fusion's performance is expected to decline over time.

### Open Air Internet – \$1.4 million (est.)

A fixed wireless, data-only internet solution with tiered speeds between 50–250 Mb/s. Open Air is the primary alternative for customers who cannot immediately connect to Fiber. It is also gaining popularity among former Fusion users, particularly when paired with MCN's Digital Voice service.

### Hosted Services

This category includes web hosting, email, domain services, and Digital Voice. While mostly flat in sales, Hosted Services contribute stable net revenue, with Digital Voice showing some growth due to bundling with Open Air and Fiber services.

**\$2,317,605** **\$2,317,605**  
(100.00% vs. prior year)

# Broadband Enterprise Expenditures

The Broadband proposed Expenditures total \$2,317,605 which include sonic costs and other operating costs.

\$2,317,605

\$2,317,605

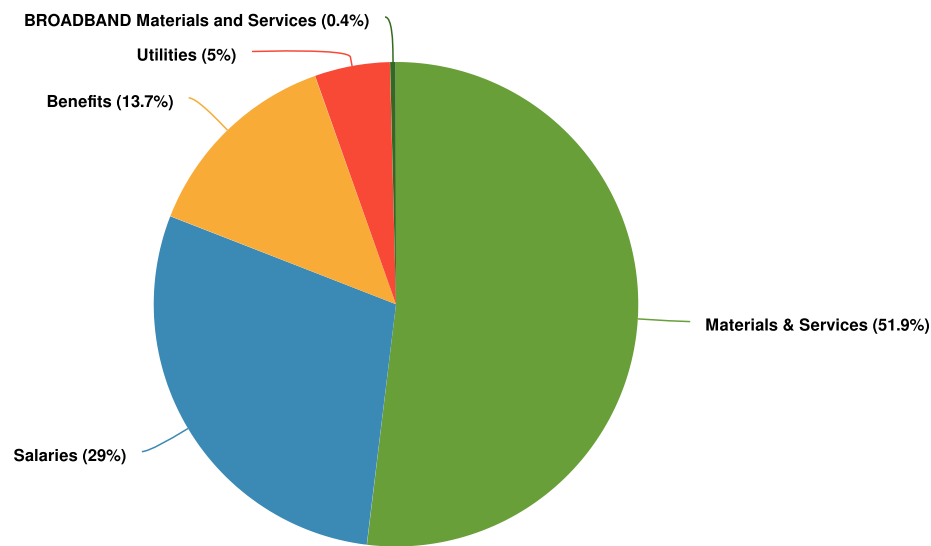
(100.00% vs. prior year)

Broadband Adopted and Historical Budget vs. Actual

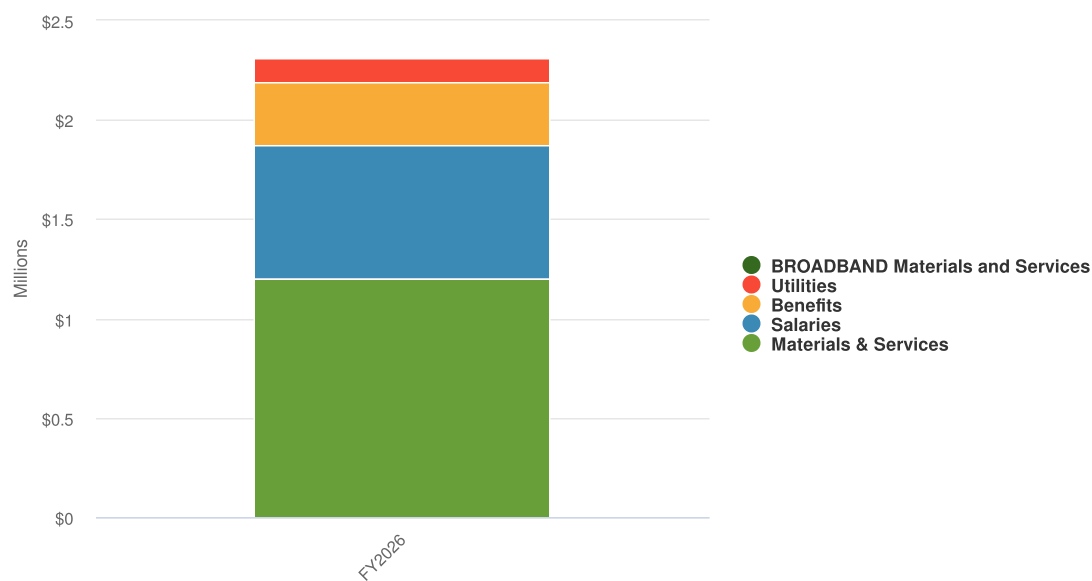


# Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Budgeted and Historical Expenditures by Expense Type



Name	Account ID	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Expense Objects				



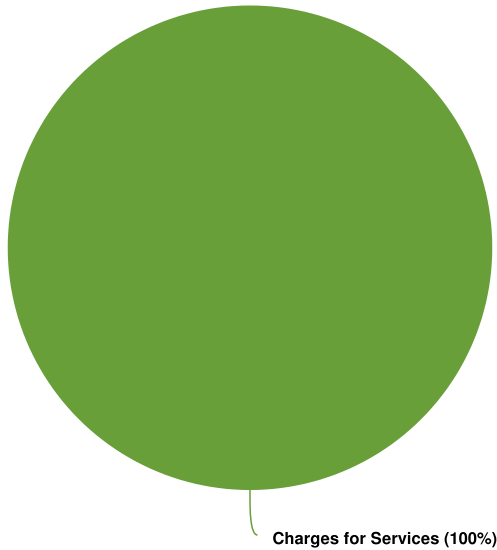
Name	Account ID	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Salaries				
Broadband Infrastructure				
Salaries & Wages, Regular	510-5001-0101	\$0	\$0	\$662,290
Overtime	510-5001-0102	\$0	\$0	\$10,000
Total Broadband Infrastructure:		\$0	\$0	\$672,290
Total Salaries:		\$0	\$0	\$672,290
Benefits				
Broadband Infrastructure				
Misc Insurance Premiums & Fees	510-5001-0210	\$0	\$0	\$3,000
Medical Premium Contribution	510-5001-0211	\$0	\$0	\$106,182
Dental Premiums	510-5001-0213	\$0	\$0	\$5,678
Vision Care	510-5001-0214	\$0	\$0	\$1,651
Pers	510-5001-0220	\$0	\$0	\$120,000
Vehicle Allowance	510-5001-0223	\$0	\$0	\$1,000
Worker's Comp Premium	510-5001-0231	\$0	\$0	\$23,318
FICA/Medicare	510-5001-0252	\$0	\$0	\$55,544
Total Broadband Infrastructure:		\$0	\$0	\$316,373
Total Benefits:		\$0	\$0	\$316,373
Materials & Services				
Broadband Infrastructure				
Pre-Employment Costs	510-5001-0316	\$0	\$0	\$2,000
Professional Services	510-5001-0319	\$0	\$0	\$10,000
Dues & Memberships	510-5001-0320	\$0	\$0	\$71,519
Rental	510-5001-0357	\$0	\$0	\$54,000
Acquisition Costs	510-5001-0358	\$0	\$0	\$100,000
Legal Notices/Postage	510-5001-0364	\$0	\$0	\$3,757
Printing/Shipping	510-5001-0365	\$0	\$0	\$5,000
Training/Travel Reimbursement	510-5001-0366	\$0	\$0	\$2,000
General Supplies	510-5001-0375	\$0	\$0	\$5,700
Open Air	510-5001-0376	\$0	\$0	\$67,250
Small Tools & Equipment	510-5001-0381	\$0	\$0	\$20,000
Software Costs & Server	510-5001-0384	\$0	\$0	\$70,176
Resale Services - Utilities	510-5001-0385	\$0	\$0	\$714,000
Marketing	510-5001-0391	\$0	\$0	\$20,000
Insurance	510-5001-4115	\$0	\$0	\$13,000
Bank/CC Fees	510-5001-4116	\$0	\$0	\$45,000
Total Broadband Infrastructure:		\$0	\$0	\$1,203,402
Total Materials & Services:		\$0	\$0	\$1,203,402
Utilities				
Broadband Infrastructure				
Utilities	510-5001-0383	\$0	\$0	\$116,540
Total Broadband Infrastructure:		\$0	\$0	\$116,540



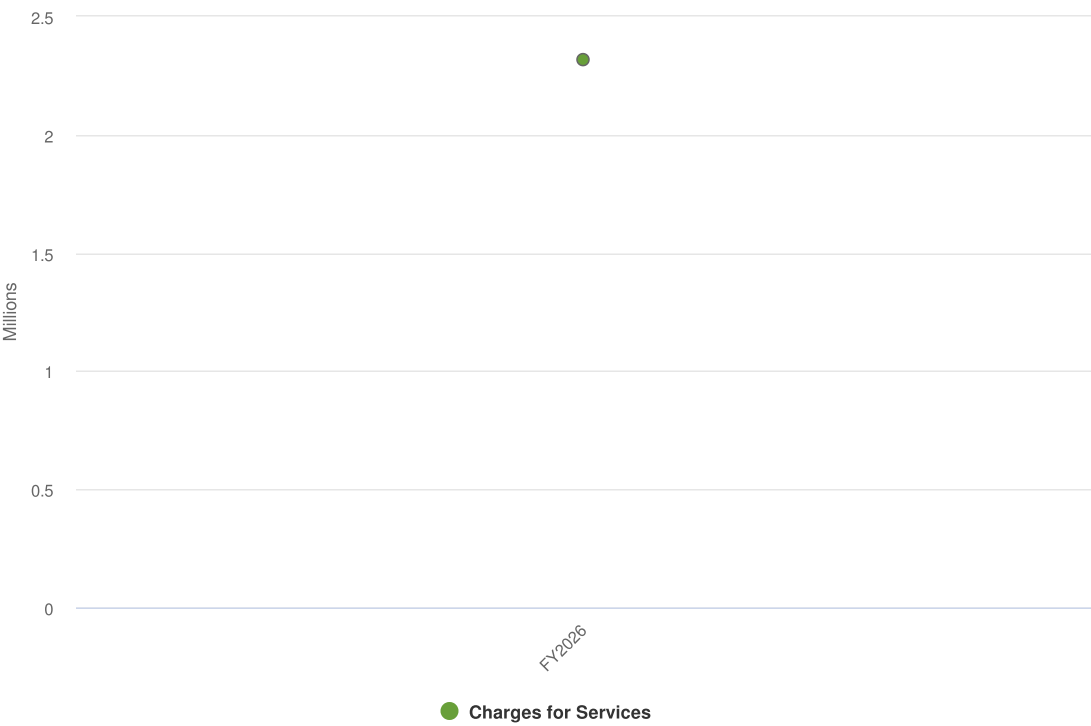
Name	Account ID	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Total Utilities:		\$0	\$0	\$116,540
BROADBAND Materials and Services				
Broadband Infrastructure				
Legal costs	510-5001-0311	\$0	\$0	\$5,000
Audit	510-5001-0312	\$0	\$0	\$4,000
Total Broadband Infrastructure:		\$0	\$0	\$9,000
Total BROADBAND Materials and Services:		\$0	\$0	\$9,000
Total Expense Objects:		\$0	\$0	\$2,317,605

## Revenues by Source

### Projected 2026 Revenues by Source



Budgeted and Historical 2026 Revenues by Source



Name	Account ID	FY2024 Audited Final Numbers	FY2025 Estimated YE	FY2026 Adopted
Revenue Source				
Charges for Services				
BB:roadband Internet Service Revenue 1-10 Gbps	510-5001-6131	\$0.00	\$0.00	\$635,340.00
BB: Voice Services (w/911)	510-5001-6132	\$0.00	\$0.00	\$10,397.00
BB:Low Income Service Offering 500 Mbps	510-5001-6133	\$0.00	\$0.00	\$38,316.00
Email Hosting	510-5001-6134	\$0.00	\$0.00	\$163,653.00
WebHost Domain	510-5001-6135	\$0.00	\$0.00	\$110,000.00
Legacy: Fusion (Blended view of Res and Bus)	510-5001-6136	\$0.00	\$0.00	\$851,844.00
Legacy: Fusion Equipment	510-5001-6137	\$0.00	\$0.00	\$23,696.00
Legacy: Open Air	510-5001-6138	\$0.00	\$0.00	\$287,532.00
Legacy:Digital Voice	510-5001-6139	\$0.00	\$0.00	\$194,827.00
Miscellaneous Revenues	510-5001-6140	\$0.00	\$0.00	\$2,000.00
Total Charges for Services:		\$0.00	\$0.00	\$2,317,605.00
Total Revenue Source:		\$0.00	\$0.00	\$2,317,605.00



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# DEBT

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# Debt Management Policy

## Introduction

The City of Fort Bragg and the Fort Bragg Municipal Improvement District No. 1 (collectively referred to as the “City”) have adopted the following “Debt Management Policy” which is intended to guide decisions related to debt issued by the City. Debt issuance should be evaluated on a case-by-case basis as well as within the context of the City’s overall capital structure and policy objectives. Adherence to the Debt Management Policy is necessary to ensure that the City maintains a sound debt position and that it protects the credit quality of its debt obligations.

## Goals and Objectives

The Debt Management Policy formally establishes parameters for issuing debt and managing a debt portfolio which recognizes the City’s specific capital improvement needs, ability to repay financial obligations, and legal, economic, financial and capital market conditions. Specifically, the Debt Management Policy is intended to assist the City in the following:

- Promoting sound financial management through accurate and timely information on financial conditions,
- Evaluating critical debt issuance options,
- Protecting and enhancing the City’s credit rating.

The policies outlined in the Debt Management Policy are a tool to help ensure that adequate financial resources are available to support the City’s long-term capital needs.

## Principles of Debt Management and Debt Issuance

Factors to be considered when evaluating issuance or refunding of debt will include:

- Intergenerational equity,
- Compliance with the City’s reserve policies,
- Cost of ongoing maintenance of new projects,
- Forgone interest earnings from the use of cash reserves or investments,
- Debt service requirements and affordability.
- The City will manage its debt to ensure high credit quality, access to capital markets, and financial flexibility.
- The City will seek to fund a portion of its overall capital program from current resources (pay-as-you-go) and reserves, depending upon the specific projects, annual budgetary constraints and availability and rate of investment earnings.
- The City will consider the use of debt in those cases where public policy, equity, and economic efficiency favor debt over cash (pay-as-you-go) financing.
- The City will not construct or acquire a facility or capital improvement if it is unable to adequately provide for the subsequent annual operation and maintenance costs of the facility.
- The City will not fund working capital (general fund) reserves, or operating and maintenance costs through the issuance of debt.
- The City will utilize a multi-year capital financing plan to determine the affordability of debt. The capital financing plan will provide a multi-year forecast which shall include, but not be limited to; description of sources of funds; availability of current revenues, timing of capital projects, and debt service requirements.

## Standards for Use of Debt Financing

*City Council Consideration.* The City Council shall endeavor to receive sufficient information about debt financing to understand the short- and long-term ramifications of each debt issuance. The Council shall meet as necessary with the City Manager, Finance Director and other appropriate advisors, if deemed necessary, for the purpose of reviewing and making a final determination related to each debt issuance.

*Long-Term Capital Projects.* The City Council will consider the use of debt to finance long-term capital projects only when paying for the facilities or equipment over their useful life and concurrent with the benefits derived from the use of such facilities, and when project revenues or specific resources will be sufficient to service the long-term debt. The final maturity of the bonds shall not exceed the expected useful life of each project.



*Special Circumstances for Debt Issuance.* Debt may be used in special circumstances for projects other than long-term capital projects (as an example, for pension obligations) only after careful policy evaluation by the City.

*Debt Financing Mechanisms.* The City will seek to utilize the most cost advantageous financing alternative available, taking into consideration policy objectives. The Finance Director shall evaluate the use of all financial alternatives available, including, but not limited to long-term debt, pay-as-you-go, joint financing, reserve fund releases, lease-purchase, special districts, special assessments, state and federal aid, tax-exempt leasing, public/private partnerships, and State revolving loan programs. The recommendation of the Finance Director shall be submitted to the City Manager and a staff recommendation shall be submitted to the Council.

*Methods of Issuance.* The City will determine, on a case-by-case basis, whether to sell its bonds competitively or through negotiation.

*Credit Quality.* All City debt management activities will be conducted to receive the highest credit ratings possible, consistent with the City's financing objectives and, at a minimum, to maintain current credit ratings assigned to the City's debt by the major credit rating agencies.

*Debt Capacity.* The City will carefully monitor its level of general purpose debt. Because the City's general purpose debt capacity is limited, it is important that the City only use general purpose debt financing for high-priority projects where other financing methods cannot be used. In evaluating debt capacity, general purpose annual debt service payments shall not exceed 10% of General Fund revenues. The City's Enterprise Fund debt capacity will be evaluated as an integral part of the City's rate review and setting process. The City will set Enterprise Fund service rates at levels needed to fully cover debt service, operations, maintenance, administration and capital improvement requirements.

## Financing Criteria

When the City determines that the use of debt is appropriate, the following criteria will be utilized to evaluate the type of debt to be issued:

*Pay-As-You-Go Financing.* The City will consider Pay-As-You-Go Financing if current revenues and adequate fund balances are available or project phasing can be accomplished. Other factors to be considered include: current debt levels, the effect of additional debt on the City's credit rating, anticipated difficulties in marketing debt, and stability of market conditions.

*Long-Term Debt.* The City may issue long-term debt when required capital improvements cannot be financed from current revenues or reserves without having an impact on the City's financial stability and/or operating flexibility. Long-term borrowing should not be used to finance current operations or normal maintenance and repairs.

*Variable Rate Debt.* To maintain a predictable debt service burden and rate structure, the City may give preference to debt that carries a fixed interest rate. The City, however, may consider variable rate debt, especially in periods of high interest rates, or when the revenue stream for repayment is variable.

*Interfund or Short-Term Debt.* Interfund or short-term borrowing may be utilized for temporary funding of operational cash flow deficits or anticipated revenues. Short-term debt may be used when it provides an interest rate advantage or as interim financing until market conditions are more favorable.

## Terms and Conditions of Bonds

The City shall establish all terms and conditions relating to the issuance of bonds, and will control, manage, and invest all bond proceeds. Unless otherwise authorized by the City Council, the following shall serve as bond requirements.

*Maturity/Term.* All capital improvements financed through the issuance of debt will be financed for a period not to exceed the useful life of the improvements, but in no event will the term exceed 40 years.

*Debt Service Structure.* Debt issuance shall be planned to achieve relatively rapid repayment of debt while still matching debt service to the useful life of facilities. The City shall avoid the use of bullet or balloon maturities except in those instances where these maturities serve to meet aggregate debt service structuring objectives. Debt service should be structured primarily on an aggregate level annual basis, as opposed to on an escalating or deferred basis.

*Coupon Structure.* Debt may include par, discount, premium and capital appreciation bonds. Discount, premium, and capital appreciation bonds must be demonstrated to be advantageous relative to par bond structures.

*Call Provisions.* The City's securities should include an optional call feature, which typically is no later than 10 years from the date of delivery of the bonds. The City will avoid the sale of non-callable bonds absent careful evaluation by the City and its financial advisor with respect to the value of the call option.

*Bond Insurance / Credit Enhancement.* The City shall have the authority to purchase bond insurance or credit enhancement when such purchase is deemed prudent and advantageous. The determination shall be based on the net present value debt service cost comparison of insured/enhanced bonds versus



uninsured/unenhanced bonds.

*Debt Service Reserves.* A reserve fund shall be funded from the proceeds of each series of bonds, subject to federal tax regulations and in accordance with the requirements of credit enhancement providers, rating agencies, and investor demands. The reserve fund shall be treated as a Restricted Reserve as defined in the City Reserve Policy. The City shall have the authority to purchase reserve equivalents (i.e., the use of a reserve fund surety) when such purchase is deemed prudent and advantageous. Such equivalents shall be evaluated in comparison to cash funding of reserves on a net present value basis, taking into account the impact of investments and arbitrage rebate considerations.

## Refinancing Outstanding Debt

The Finance Director shall analyze outstanding bond issues for refunding opportunities that may be presented by underwriting firms. The City will consider the following issues when analyzing possible refunding opportunities:

*Debt Service Savings.* The City will refund debt when it is in the best financial interest of the City to do so. The City shall evaluate each refunding opportunity based on net present value savings, which shall take into account foregone interest earnings, all costs related to the refinancing, and arbitrage implications (i.e., net-to-net savings).

*Restructuring.* The City will only consider restructuring when it can be demonstrated that a proposed structure will assist the City in meeting at least one of several goals, including: meeting unanticipated revenue expectations, achieving cost savings, mitigating irregular debt service payments, releasing reserve funds or removing restrictive bond covenants.

*Term of Refunding Issues.* The City will refund bonds within the term of the originally issued debt. However, the City may consider maturity extension when necessary to achieve a desired outcome, provided that such extension is legally permissible. The City may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of intergenerational equity should guide this decision.

*Escrow Structuring.* The City shall utilize the least costly securities available in structuring refunding escrows.

*Arbitrage.* The City shall take all necessary steps to optimize escrows and to minimize negative arbitrage in a refunding escrow, including evaluating the risks and benefits of an economic versus legal defeasance.

## Market Relationships

*Rating Agencies and Investors.* The Finance Director shall be responsible for maintaining the City's relationships with rating agencies (i.e., Moody's Investors Service, Standard & Poor's and Fitch).

*Continuing Disclosure.* The City shall remain in compliance with Securities Exchange Commission (SEC) Rule 15c2-12 by filing its annual financial statements and other financial and operating data for the benefit of its bondholders within the deadlines imposed by Rule 15c2-12. The City shall provide this information to the Municipal Securities Rulemaking Council (MSRB) Electronic Municipal Market Access Website ([www.emma.msrb.org](http://www.emma.msrb.org)). The City will make this information available on its website.

*Record Keeping/Reporting.* The City shall maintain a repository for all debt-related records, which includes: all official statements, ordinances, indentures, trustee reports, leases, etc. for all City debt in electronic format. To the extent that official transcripts incorporate these documents, possession of a transcript will suffice.

*Arbitrage Rebate.* The City will account for all interest earnings in debt-related funds. The use of bond proceeds and their investments shall be monitored to ensure compliance with all debt covenants, legal requirements, and IRS arbitrage regulations. The City will endeavor to make investments that maximize the amount of the interest earnings it can retain (under IRS regulations) for all bond funds. The Finance Director shall ensure that proceeds and investments are tracked in a manner which facilitates accurate calculation and timely payment of rebates, if applicable.

## Procurement and Selection of Financing Team

The City shall procure professional services as required to execute financing transactions and to provide advice on non-transaction related work. The City shall establish selection criteria for selecting its financing team members, which include financial advisor, bond counsel, and underwriter. The criteria may include, but are not limited to:

- Professional excellence,
- Demonstrated competence,
- Specialized experience performing similar services for California agencies,
- Education and experience of key personnel to be assigned,
- Geographic proximity,



- Staff capability,
- Ability to meet schedules,
- Nature and quality of similar completed work of the firm or individual,
- Reliability and continuity of the firm or individual.

Note: Definitions to financial terms used in this policy are found in the Glossary section of the budget.



## Interfund Loan Policy



The purpose of the City's Interfund Loan Policy is to specify the principles under which interfund loans may be considered and approved. The policy specifies the terms and conditions, it summarizes the due diligence necessary prior to the loan and provides guidance as to the repayment and accounting for these loans. This policy was designed to avoid the problems in interfund loans experienced in the past, facilitate future loans in a structured manner and set clear accounting rules for these loans. The principles of City's Interfund Loan Policy are as follows:

- a. The City Council shall act by resolution to approve any proposed interfund loan. All interfund loans must be documented by formal agreements that specify the terms and conditions. The loan amount shall be approved at the amount minimally necessary to ensure the completion of the project for which the funding is required.
- b. All interfund loans shall be interest bearing and the amount of interest to be paid on the loan must be at least equal to the investment earnings the fund making the loan would have received had the loan not occurred.
- c. The term of an interfund loan shall be established by the City Council and typically shall not exceed five years.
- d. All interfund loan proposals require a feasibility analysis demonstrating that:
  - The borrowing fund has the capacity to repay the debt;
  - The lending fund has the capacity to lend the funds, beyond its own operating and capital needs; and
  - The loan does not violate any debt covenants or other provisions of the borrowing and lending funds.
- e. As part of the due diligence, each loan proposal must demonstrate that the loan can be repaid. It is important to avoid masking an operating deficiency in one fund with an interfund loan from another fund. This is the centerpiece of the policy, which seeks to avoid loans that fail the fundamental test of performance (repayment) under the contract.
- f. If a feasibility analysis does not show that the loan can be safely repaid, the appropriate recommendation may be a revenue enhancement or another correction of the underlying reason for the funding deficiency. An alternative financing recommendation may be a fund balance donation. This requirement is also intended to identify conflicts with specific restrictions or requirements pertaining to certain funds. Such conflicts may arise from applicable debt covenants, fiduciary requirements on funds held by the City or legal hurdles that the funding needs to overcome.
- g. There is to be no prepayment penalty, the interest is to be paid quarterly, and principle payments are subject to the feasibility analysis cash projections.
- h. The interest expense from interfund loans is to be treated as user fund expense, while the interest income is to be treated as interest revenue to the loaning fund.

# GENERAL FUND: 2021 Lease REVENUE BONDS

\$11,440,000

City of Fort Bragg Joint Powers Authority  
2014 Water Revenue Refunding Bond

Principal	110-4916-0911
Interest	110-4916-0912
Fees	110-4916-0913

Date: 11/1/2021

Interest: Semiannual each Novemeber & May, commencing  
November 1, 2022; Interest rate = 3.5% per annum

**Maturity:** 1-May-44

**Rating:** A+

**Purpose:** To refinance some or all of the unfunded accrued actuarial liability (UAL) owed by the City to California Public Employees Retirement System (CALPERS)

**Security:** The Bond is secured by leasing the City Hall Building and the City's Police Department Building.

Fiscal Year	Principle	Interest	Total
FY 23/24	195,000	245,513	440,513
FY 24/25	190,000	243,348	433,348
<b>FY 25/26</b>	<b>225,000</b>	<b>240,555</b>	<b>465,555</b>
FY 26/27	285,000	236,910	521,910
FY 27/28	330,000	231,410	561,410
FY 28/29	340,000	224,381	564,381
FY 29/30	355,000	216,629	571,629
FY 30/31	355,000	208,073	563,073
FY 31/32	355,000	198,985	553,985
FY 32/33	365,000	186,915	551,915
FY 33/34	375,000	174,505	549,505
FY 34/35	405,000	161,755	566,755
FY 35/36	415,000	147,985	562,985
FY 36/37	425,000	133,875	558,875
FY 37/38	410,000	119,000	529,000
FY 38/39	470,000	104,650	574,650
FY 39/40	435,000	88,200	523,200
FY 40/41	450,000	72,975	522,975
FY 41/42	570,000	57,225	627,225
FY 42/43	605,000	37,275	642,275
FY 43/44	460,000	16,100	476,100
	<b>\$ 8,015,000</b>	<b>\$ 3,346,264</b>	<b>\$ 11,361,264</b>

Interest is charged by the Dept of Water Resources

	Principal	Interest	Total
<b>FY 2025/26 Payments</b>	<b>\$ 225,000</b>	<b>\$ 240,555</b>	<b>\$ 465,555</b>





# Wastewater Enterprise: Treatment Facility

\$5,000,000

2018 Wastewater Certificates of Participation

717-4712

Date: October 2018

**Interest:** Semiannual each October and April. Interest is 2.00% per annum.

**Maturity:** 2058

**Rating:** TBD

**Purpose:** To acquire and construct the Ditr's Wastewater Treatment Facility

**Security:** The Certificates of Participation are secured by and Intallment Sale agreementbetween the City and The City of Fort Bragg Joint Powers Financing Authrity with the JPFA as Seller and the City as purchaser. The Obligation is secured and payable from net revenues of the Wasterwater Enterprise.

**Fiscal Agent:** US Bank Corporate Trust Services

**Disclosures:** TBA

Fiscal Year	Principle	Interest	Total
FY 18/19		76,111	76,111
FY 19/20	86,000	99,140	185,140
FY 20/21	87,000	97,410	184,410
FY 21/22	89,000	95,650	184,650
FY 22/23	91,000	93,850	184,850
FY 23/24	93,000	92,010	185,010
FY 24/25	95,000	90,130	185,130
<b>FY 25/26</b>	<b>97,000</b>	<b>88,210</b>	<b>185,210</b>
FY 26/27	99,000	86,250	185,250
FY 27/28	101,000	84,250	185,250
FY 28/29	103,000	82,210	185,210
FY 29/30	105,000	80,130	185,130
FY 30/31	107,000	78,010	185,010
FY 31/32	109,000	75,850	184,850
FY 32/33	111,000	73,650	184,650
FY 33/34	113,000	71,410	184,410
FY 34/35	115,000	69,130	184,130
FY 35/36	118,000	66,800	184,800
FY 36/37	120,000	64,420	184,420
FY 37/38	123,000	61,990	184,990
FY 38/39	3,038,000	647,500	3,685,500
	<u>\$ 5,000,000</u>	<u>\$ 2,274,111</u>	<u>\$ 7,274,111</u>

Interest is charged by the Dept of Water Resources

	Principal	Interest	Total
<b>FY 2025/26 Payments</b>	<b>\$ 97,000</b>	<b>\$ 88,210</b>	<b>\$ 185,210</b>







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# **CAPITAL IMPROVEMENTS**

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## Capital Improvement Program Overview

The City of Fort Bragg's Five-Year Capital Improvement Program (CIP) outlines current and future infrastructure needs and capital funding priorities in the following areas:

- i. **Municipal Facilities,**
- ii. **Parks & Community Services,**
- iii. **Street Maintenance & Traffic Safety,**
- iv. **Storm Drains,**
- v. **Water Enterprise,**
- vi. **Wastewater Enterprise.**

The CIP is an important planning tool that identifies and prioritizes all major capital projects in the City. It helps determine funding sources and needs.

In general, the CIP provides funding for infrastructure construction and non-routine maintenance, while funding for routine infrastructure maintenance is appropriated in the operating budget and in other special revenue funds. CIP projects, including streets, buildings, recreational facilities, and parks are defined as assets with an initial individual cost of at least \$50k and an estimated useful life of greater than two years. Acquisitions of other capital assets (such as machinery, furniture, and vehicles) are generally accounted for in an internal service fund or departmental account that is responsible for financing each expenditure. Cost estimates are prepared for each capital project using current year dollars.

The CIP shows detailed expenditures and funding for capital projects over the next five years, covering FY 2025 through FY 2029. "Prior Year" funding for projects which span multiple years is also shown. The CIP also includes a "Beyond CIP" category that recognizes the importance of planning for future significant capital projects beyond the five-year CIP time frame.

The projects planned for FY 2025 include expenditures that will be appropriated through the FY 2025 Budget adoption process. Projected expenditures shown for FY 2026 through FY 2029 and Beyond CIP are provided primarily for project planning and long-range financial planning purposes and do not reflect a commitment of funds. Expenditure approval will be sought for these projects during the appropriate fiscal year.

The CIP is comprised of projects with a total cost of approximately \$146 million. For FY 2025, projects totaling approximately \$21.3 million are recommended for appropriation. The FY 2025 priorities will focus largely on the water system, including the design and permitting of the remaining portions of the raw water transmission main that are overdue for replacement. In addition, the raw water pond and water treatment plant are ready for rehabilitation. The 2022 Street projects include substantial rehabilitation to the Franklin Street corridor downtown, including installing bollards and rehabilitated stamped crosswalks and light poles.

The CIP is organized as follows:

1. FY 2025-2029 Five Year Capital Improvement Program – Expenditures by Category
2. FY 2025-2029 Five Year Capital Improvement Program – Expenditures by Source
3. FY 2025-2029 Capital Improvement Program Projects Detail



# FY25-FY30 CAPITAL IMPROVEMENT PROGRAM BY CATEGORY

Fund	Project	Funding Source	Prior FY(s)	FY 25/26 Proposed Budget	FY 26/27 Projected	FY 27/28 Projected	FY 28/29 Projected	FY 29/30 Projected	Est. 5 year Total	Beyond CIP	Total Project Costs
<b>MUNICIPAL FACILITIES</b>											
416	Guest House Rehabilitation	ISF			\$ 120,000				\$ 120,000		\$ 120,000
	Broadband - Fiber	ARPA/UI	204,000	7,000,000	10,000,000				\$ 17,000,000		\$ 17,204,000
417	City Hall - Roof	ISF	130,732						\$ -		\$ 130,732
	City Hall - Siding Replace -South and East Side	ISF				160,000			\$ 160,000		\$ 160,000
	Emergency Operations Center-Veterans Memorial	Grant/UI		100,000	2,500,000				\$ 2,600,000		\$ 2,600,000
	Resiliency Center - CV Starr Center	UI			1,450,000	13,050,000			\$ 14,500,000		\$ 14,500,000
428	EV Charging Station - PD	Grant/UI	401,100						\$ -		\$ 401,100
	E City Hall, Rehabilitation & Stabilization	U/I		250,000		2,000,000			\$ 2,250,000		\$ 2,250,000
	City Hall Remodel + Door Replacement	ISF	120,359	65,000					\$ 65,000		\$ 185,359
423	Town Hall Retrofit & Bathroom Remodel	ISF	140,000	683,625					\$ 683,625		\$ 823,625
424	Main St Fire Station Rehab - North Wing	C-OES/UI	207,702		3,800,000				\$ 3,800,000		\$ 4,007,702
	Fire Station Roof	FIRE-JPA	209,110						\$ -		\$ 209,110
427	Police Department Paint & Repairs - External	ISF			70,000				\$ 70,000		\$ 70,000
	Microgrid				25,000		18,000,000		\$ 18,025,000		\$ 18,025,000
	Facilities Solar		3,500,000	4,500,000					\$ 4,500,000		\$ 8,000,000
423	Police Department Security Retrofit	ISF/AF	139,660						\$ -		\$ 139,660
	Facilities Camera and Access Control (Install)	PD, CH, CY, WWTP	78,747						\$ -		\$ 78,747
	Corp Yard Office Training Center Construction	ISF		250,000					\$ 250,000		\$ 250,000
	<b>Total Municipal Facilities</b>		\$ 5,131,410	\$ 12,848,625	\$ 17,965,000	\$ 15,210,000	\$ 18,000,000	\$ -	\$ 64,023,625	\$ -	\$ 69,155,035
<b>PARKS &amp; COMMUNITY SERVICES</b>											
419	Bainbridge Park Improvements	Grant	2,266,052						-		2,266,052
	Pomo Bluffs Park - Parking lot rehabilitation	U/I			250,000				250,000		250,000
	Central Business District Parking Lot Maintenance>City Hall	Parking InLieu	50,000						-		50,000
	Otis Johns on Trail Restoration	U/I			100,000				100,000		100,000
	Noyo Harbor Staircase Repairs	U/I		100,000					100,000		100,000
	<b>Total Parks &amp; Community Services</b>		\$ 2,316,052	\$ 100,000	\$ 350,000	\$ -	\$ -	\$ -	\$ 450,000	\$ -	\$ 2,766,052
<b>STREET MAINTENANCE &amp; TRAFFIC SAFETY</b>											
421	2025 Pavement Preservation Project	LPP/LOCAL	2,500,000	222,500					222,500		2,722,500
	Rule 20 Project	RULE 20						2,190,000	2,190,000		2,190,000
421	Systematic Improvements at Un-Signalized Intersections	HSIP/Local	18,100	179,275					179,275		197,375
421	Street Rehabilitation 2022/23	LPP/Streets/CRS AA/Ent	4,481,616						-		4,481,616
	CBD Coastal Trail Connection	U/I				85,000	715,000		800,000		800,000
	Willow St. Pedestrian Improvements -HSIP	HSIP/Local		45,900	351,300				397,200		397,200
	Stop-Gap Patch Paving	LSR/Reserves	8,500	385,000					385,000		393,500
	LPP-F 2027 Roadway Revitalization Project										
		LPP C, F & Local		583,500	5,759,170				6,342,670		6,342,670
	Red Street and Alley Rehabilitation	LPP-C & Local					5,000,000		5,000,000		5,000,000
	<b>Total Street Maint. &amp; Traffic Safety</b>		\$ 7,008,216	\$ 1,416,175	\$ 6,110,470	\$ 85,000	\$ 5,715,000	\$ 2,190,000	\$ 15,516,645	\$ -	\$ 22,524,861
<b>CV STARR ENTERPRISE</b>											
810	Ultra Violet Disinfection System	CV Starr	160,600						160,600		160,600
810	Replacement - Comp and Leisure	CV Starr	157,000						157,000		157,000
810	Domestic Ho Water #1 and #2	CV Starr	906,500						906,500		906,500
810	HVAC Air Intake Redesign	CV Starr	273,591						273,591		273,591
810	Facility Roof Repair/Skylights	CV Starr	60,000						60,000		60,000
810	Water Slide Staircase Rehabilitation	CV Starr		120,857					120,857		120,857
810	Hydronic plumbing replacement	CV Starr	34,500						34,500		34,500
810	Leisure Pool Boiler	CV Starr		350,000					350,000		350,000
810	Competition Pool filled to 7 Foot Deep	CV Starr	31,627						31,627		31,627
810	Facility Surge Protector	CV Starr		110,000					110,000		110,000
810	Sauna Men's & Women's Lockerroom	CV Starr			60,000				60,000		60,000
810	Hydronic Boilers -(heat building)	CV Starr			50,000				50,000		50,000
810	Seal Parking Lot	CV Starr							-	300,000	300,000
810	Competition boiler	CV Starr			55,075				55,075		55,075
810	Replace 4 small HVAC systems	CV Starr			600,000				600,000		600,000
810	Replace 4 small HVAC systems	CV Starr				600,000			600,000		600,000
810	Replace 5 small HVAC systems	CV Starr					600,000		600,000		600,000
810			\$ 1,623,818	\$ 580,857	\$ 765,075	\$ 600,000	\$ 600,000	\$ -	\$ 4,169,750	\$ 300,000	\$ 4,469,750

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Fund	Project	Funding Source	Prior FY(s)	FY 25/26 Proposed Budget	FY 26/27 Projected	FY 27/28 Projected	FY 28/29 Projected	FY 29/30 Projected	Est. 5 year Total	Beyond CIP	Total Project Costs
<b>WATER ENTERPRISE</b>											
	Madsen Hole Ranney - Design	Water Ent		300,000					300,000		300,000
	Oreka Bury - Desalination	DWR		800,000	600,000				1,400,000		1,400,000
651	Water Treatment Plant Overhaul	SRF	10,414,000	2,512,000					2,512,000		12,926,000
651	Pudding Creek Water Main Relocation	Water Ent	139,125	1,015,450					1,015,450		1,154,575
651	Raw Water Line All Phases	DWR	4,272,031	5,538,456					5,538,456		9,810,487
651	Raw Water Reservoirs - 135 AF	Water Cap Fees/UI	2,950,000	1,400,000	5,400,000	5,000,000			11,800,000		14,750,000
651	Distribution System Rehabilitation	Water Ent	850,000			15,000,000			15,000,000		15,850,000
651	Water Meter Replacement	CDBG	2,944,365						-		2,944,365
651	Water Main Extension North Fort Bragg	Water Ent		300,000	3,100,000				3,400,000		3,400,000
	Recycled Water - Design	WRFP Grant		500,000		9,000,000			9,500,000		9,500,000
	Water Tank #1 Replacement	U/I							-	6,000,000	6,000,000
651	Pudding Creek Water Main Paint	Water Ent		100,000					100,000		100,000
	Brush Creek Culvert Replacement	Water Ent		90,000					90,000		90,000
651	Noyo River Crossing	Water Ent/ U/I		1,400,000					1,400,000		1,400,000
	Cedar Street Water Line Replacement	Water Ent/ U/I			320,000	3,300,000			3,620,000		3,620,000
	<b>Total Water Enterprise</b>		<b>\$ 21,569,522</b>	<b>\$ 13,955,906</b>	<b>\$ 9,100,000</b>	<b>\$ 29,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 55,675,906</b>	<b>\$ 6,000,000</b>	<b>\$ 83,245,428</b>
<b>WASTEWATER ENTERPRISE</b>											
716	Collection System Rehabilitation	WW/UI	750,000			12,000,000			12,000,000	-	12,750,000
716	Pudding Creek Sewer Main Relocation	WW Fund		400,000					400,000		400,000
716	Onsite Sodium Hypochlorite Generator	WW Fund	300,000						-		300,000
716	Elm Street Pump Station Header	WW Fund	80,000						-		80,000
716	Biosolids Dryer Building - NEW Feas. Study	WW Fund/UI	52,480	335,392	3,500,000				3,835,392		3,887,872
716	Extend Sewer System North Fort Bragg	U/I			1,750,000				1,750,000		1,750,000
716	Biosolids Material Storage Building	WW Fund WW Cap Fees	20,500	1,017,421					1,017,421		1,037,921
	CIPP-Force Mains Project	WW Fund		1,400,000					1,400,000		1,400,000
	WWTP Main Replacement	U/I				3,000,000			3,000,000		3,000,000
	<b>Total Wastewater Enterprise</b>		<b>\$ 1,202,980</b>	<b>\$ 3,152,813</b>	<b>\$ 5,250,000</b>	<b>\$ 15,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,402,813</b>	<b>\$ -</b>	<b>\$ 24,605,793</b>
<b>STORMWATER</b>											
	Trash Capture Devices	SD Cap Fees/Grants	57,000	108,000	899,000	4,243,000			5,250,000		5,307,000
	Trash Can Replacement	Caltrans	218,345	61,655					61,655		280,000
	Minnesota/Riverview Storm Drain Repair	GF		60,000					60,000		60,000
	Stormwater Program Asset Management Plan	OWP/SD Fees		82,566					82,566		82,566
	Storm Drain Master Plan Repairs	GF				2,000,000		2,000,000	4,000,000		4,000,000
	<b>Total Storm Water</b>		<b>\$ 275,345</b>	<b>\$ 312,221</b>	<b>\$ 899,000</b>	<b>\$ 6,243,000</b>	<b>\$ -</b>	<b>\$ 2,000,000</b>	<b>\$ 9,454,221</b>	<b>\$ -</b>	<b>\$ 9,729,566</b>
<b>Grand Total</b>			<b>\$ 39,127,343</b>	<b>\$ 32,366,597</b>	<b>\$ 40,439,545</b>	<b>\$ 66,138,000</b>	<b>\$ 24,315,000</b>	<b>\$ 4,190,000</b>	<b>\$ 172,692,960</b>	<b>\$ 6,300,000</b>	<b>\$ 216,496,485</b>



## FY25 - FY29 CIP by FUNDING SOURCE

Fund No.		Prior FY(s)	FY 25/26 Projected	FY 26/27 Projected	FY 27/28 Projected	FY 28/29 Projected	Est. 5 year Total	Beyond CIP	Estimated Total Funding
	<b>Internal Service Fund</b>								
520	Guest House Rehabilitation - Foundation			120,000			120,000		120,000
520	City Hall Roof	\$ 175,000.00					-		175,000
	City Hall Remodel, Flooring, Lobby	\$ 120,359.00	65,000				65,000		185,359
	City Hall - Siding Replace - South & East Side				160,000		160,000		160,000
520	E. City Hall, Rehabilitation & Stabilization		-	250,000			250,000		250,000
520	Town Hall Retrofit & Bathroom Remodel	140,000	683,625				683,625		823,625
	Corp Yard Office Training Center Construction		250,000						-
520	Police Dept. Roof Replacement - Solar						-		-
520	Police Dept. Paint and repairs				70,000		70,000		70,000
	<b>Total ISF</b>	<b>\$ 435,359</b>	<b>\$ 998,625</b>	<b>\$ 370,000</b>	<b>\$ 230,000</b>	<b>\$ -</b>	<b>\$ 1,348,625</b>	<b>\$ -</b>	<b>\$ 1,783,984</b>
	<b>Grant Funded</b>								
	Main St Fire Station Rehab - CDBG	203,702		3,800,000			3,800,000		4,003,702
	Broadband - Fiber	2,104,000	8,400,000				8,400,000		10,504,000
223	Raw Water Line Engineering and Construction, All Phases	4,272,031	5,538,456				5,538,456		9,810,487
	Water Treatment Plant Overhaul	10,414,000	2,512,000				2,512,000		12,926,000
	Trash Can Replacement - Caltrans	218,345	61,655				61,655		280,000
	Fire Station Roof						-		-
	EV Charging Station - PD D1 Funds	401,000					-		401,000
	Trash Can Replacement	57,000	108,000	899,000	4,243,000				
	MicroGrid		25,000		18,000,000		18,025,000		18,025,000
	Charge-Up CV Starr Center (6 DC Fast Chargers)		85,447		858,000				-
	Street Rehabilitation 2022/23 - D1	208,405					-		208,405
	Stormwater Program Asset Management Plan		82,566						
	Street Rehabilitation 2022/23 - CRSAA	162,000					-		162,000
	Bainbridge Park Improvements & Soccer Field	417,000	1,849,052				1,849,052		2,266,052
	Recycled Water - Design		500,000		9,000,000		9,500,000		9,500,000
	Oneka Buoy - Desalination		800,000	600,000			1,400,000		1,400,000
	Water Meter Replacement-CDBG	2,944,365					-		2,944,365
	<b>Total Grants</b>	<b>\$ 21,399,848</b>	<b>\$ 19,962,176</b>	<b>\$ 5,299,000</b>	<b>\$ 32,099,000</b>	<b>\$ -</b>	<b>\$ 51,086,163</b>	<b>\$ -</b>	<b>\$ 72,429,011</b>
	<b>CV Starr Enterprise Funds</b>								
	Ultra Violet Disinfection System								
810	Replacement - Comp and Leisure	160,600					160,600		160,600
810	Domestic Ho Water #1 and #2	157,000					157,000		157,000
810	HVAC Air Intake Redesign	908,500					908,500		908,500
810	Facility Roof Repair/Skylights	273,591					273,591		273,591
810	Water Slide Staircase Rehabilitation	60,000					60,000		60,000
810	Hydronic plumbing replacement		120,857				120,857		120,857
810	Leisure Pool Boiler	34,500					34,500		34,500
810	Competition Pool filled to 7 Foot Deep		350,000				350,000		350,000
810	Facility Surge Protector	31,627					31,627		31,627
810	Sauna Men's & Women's Locker room		110,000				110,000		110,000
810	Hydronic Boilers -(heat building)			60,000			60,000		60,000
810	Seal Parking Lot			50,000			50,000		50,000
810	Pyramid Skylights (entrance/front desk/hallway by locker rooms)						-	300,000	300,000
810	Competition boiler			55,075			55,075		55,075
810	Replace 4 samll HVAC systems			600,000			600,000		600,000
810	Replace 4 samll HVAC systems				600,000		600,000		600,000
810	Replace 5 samll HVAC systems					600,000	600,000		600,000
	<b>Total CV Starr Enterprise</b>	<b>\$ 1,623,818</b>	<b>\$ 580,857</b>	<b>\$ 765,075</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>	<b>\$ 4,169,750</b>	<b>\$ 300,000</b>	<b>\$ 4,469,750</b>

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Fund No.		Prior FY(s)	FY 25/26 Projected	FY 26/27 Projected	FY 27/28 Projected	FY 28/29 Projected	Est. 5 year Total	Beyond CIP	Estimated Total Funding
<b>Water Enterprise Funds</b>									
615	Madsen Hole Ranney - Design		300,000				300,000		300,000
	Extend Water System into North of Pudding Creek		300,000	3,100,000			3,400,000		3,400,000
	Brush Creek Culvert Replacement		90,000				90,000		90,000
	Noyo River Crossing		1,400,000				1,400,000		1,400,000
	Pudding Creek Water Main Paint		100,000				100,000		100,000
	Pudding Creek Water Main Relocation	139,126	1,015,450				1,015,450		1,154,576
	Distribution System Rehabilitation						-		-
	<b>Total Water Enterprise</b>	<b>\$ 139,126</b>	<b>\$ 3,205,450</b>	<b>\$ 3,100,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,305,450</b>	<b>\$ -</b>	<b>\$ 6,444,576</b>
<b>Wastewater Enterprise Funds</b>									
716	Collection System Condition Assessment	750,000					-		750,000
	Elm Street Pump	80,000					-		80,000
	Pudding Creek Water Main Relocation		400,000				400,000		400,000
716	CIPP-Force Mains Project		1,400,000				1,400,000	-	1,400,000
716	Biosolids Storage Structure	20,500	1,017,421				1,017,421		1,037,921
	<b>Total Wastewater Enterprise Funds</b>	<b>\$ 850,500</b>	<b>\$ 2,817,421</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,817,421</b>	<b>\$ -</b>	<b>\$ 3,667,921</b>
<b>Street Repair</b>									
250	Systematic Imp at Unsignalized Intersections - Special Sales Tax	18,100	179,275				179,275		197,375
250	2025 Pavement Preservation Project - Special Sales Tax	222,500	2,500,000				2,500,000		2,722,500
222	Street Rehabilitation 2022/23 - LPP	600,000					-		600,000
222	Street Rehabilitation 2022/23 - HSIP	248,130					-		248,130
250	Street Rehabilitation 2022/23 - Special Sales Tax	3,265,081					-		3,265,081
	<b>Total Street Repair Tax Funds</b>	<b>\$ 4,353,811</b>	<b>\$ 2,679,275</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,679,275</b>	<b>\$ -</b>	<b>\$ 7,033,086</b>
<b>Unidentified Funding</b>									
	Emergency Operations Center - Veterans Memorial		100,000	2,500,000			2,600,000		2,600,000
	Resiliency Center - CV Starr Center			1,450,000	13,050,000		14,500,000		14,500,000
	Main Street Fire Station Rehab-North Wing			3,800,000			3,800,000		3,800,000
	MicroGrid		25,000		18,000,000		18,025,000		18,025,000
	Solar Project- Facilities		5,000,000	4,200,000			9,200,000		9,200,000
	Central Business District Parking Lot	50,000			-		-		50,000
	Broadband - Fiber (Debt)			7,000,000			7,000,000		7,000,000
	Otis Johnson Trail Restoration			100,000			100,000		100,000
	Distribution System Rehabilitation				15,000,000		15,000,000		15,000,000
	CBD Coastal Trail Connection				85,000	715,000	800,000		800,000
	Extend Sewer System North of Pudding			\$ 1,750,000			1,750,000		1,750,000
	Water Tank #1 Replacement						-	6,000,000	6,000,000
	Trash Capture Devices	165,000		1,500,000	-		1,500,000		1,665,000
	Collection System Condition Assessment				12,000,000		12,000,000		12,000,000
	WWTP Main Replacement				3,000,000				
	East City Hall Stabilization			2,000,000			2,000,000		2,000,000
	Storm Drain Master Plan Repairs				2,000,000				
	Pomo Bluffs Park - Parking lot rehabilitation				50,000	-	50,000		50,000
	Raw Water Reservoirs - 135 AF		1,400,000	5,400,000	5,000,000		11,800,000		11,800,000
	Rule 20 Project (undergrounding utilities)	-				2,190,000	2,190,000		2,190,000
	<b>Total Unidentified Funding</b>	<b>\$ 215,000</b>	<b>\$ 6,525,000</b>	<b>\$ 29,700,000</b>	<b>\$ 68,185,000</b>	<b>\$ 2,905,000</b>	<b>\$ 102,315,000</b>	<b>\$ 6,000,000</b>	<b>\$ 108,530,000</b>
<b>TOTALS</b>		<b>\$ 29,017,462</b>	<b>\$ 36,768,804</b>	<b>\$ 39,234,075</b>	<b>\$ 101,114,000</b>	<b>\$ 3,505,000</b>	<b>\$ 170,721,684</b>	<b>\$ 6,300,000</b>	<b>\$ 204,358,328</b>





## Municipal Facilities





## Guest House Rehabilitation

Project: GUEST HOUSE REHABILITATION	
Category:	Municipal Facilities
Department:	Public Works
Task Code:	PWP 00094
Fund:	416
Funding Source(s):	Internal Service Funds
Est. Project Costs:	\$120,000.00
Est. Completion Date:	FY 26/27
Project Lead:	Undetermined



### Project Description

The Guest House was donated to the City of Fort Bragg in 1985 and only minimal improvements to the exterior of the structure have been undertaken since that time. The received a new roof, repairs to wall shingles, a new sign and a fresh coat of paint. Rehabilitation of the existing brick foundation and chimneys is also needed.

The 2012 Guest House Master Plan recommends other upgrades as well, including: upgrade of windows for ultraviolet light protection, improved pedestrian facilities, and updated exterior signage and lighting. Other smaller projects planned for the four years are detailed in the Internal Service Funds table for facilities.

### Project Status

Priority:

LOW

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Fund: 530					\$ -
Internal Service Fund		110000			\$ 110,000
					\$ -
					\$ -
Total Project Cost:	\$ -	\$ 110,000	\$ -	\$ -	\$ 110,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Maintenance & Repair			4500	110000				\$ 114,500
Extra	310	550	568	587				\$ 2,015
<b>Total Operating Impact</b>	\$ 310	\$ 550	\$ 5,068	\$ 110,587	\$ -	\$ -	\$ -	\$ 116,515



## Broadband Fiber

Project: BROADBAND FIBER	
Category:	Other
Department:	Public Works
Task Code:	TBD
Fund:	ARPA, UI
Funding Source(s):	American Rescue Plan
Est. Project Costs:	\$17,204,000.00
Est. Completion Date:	FY 26/27
Project Lead:	Sarah McCormick



Project Description	
<p>This project involves City-wide construction of digital infrastructure (underground conduit, fiber, and electronics) through a fiber-to-the-premise (FTTP) network. When this project is completed, nearly 3,100 households and 900 businesses will have access to reliable, and affordable, broadband with speeds up to 10 Gbps.</p> <p>The project is comprised of three primary infrastructure components: 1) middle mile distribution systems; 2) data center electronics; and 3) fiber to the premise drops. The City is partnering with California Department of Technology on a joint design/build for the middle mile segment along Caltrans right of way, and will also secure backhaul from AT&amp;T for added network resiliency. The network's centralized data center will be located at the CV Starr Center property and be supplied with Core Routing, Firewall, Maintenance Switches, and Optical Line Terminal equipment (OLT).</p> <p>The data center connects to 15 Distribution Areas (DA's) equipped with XGS-PON splitter vaults located throughout the city. These DA locations will serve as the aggregated fiber locations where conduit, fiber cable, and fiber distribution terminals (splitters) serve each residence/business location. Extra conduit has been designed to the north, south, east, and west to facilitate future growth opportunities.</p>	
Project Status	Priority: HIGH
Project is in design phase and currently seeking additional funding for construction.	


Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
ARPA	104,000	1,700,000			1,804,000
UI		15,300,000			15,300,000
					0
					0
<b>Total Project Cost:</b>	\$ 104,000	\$ 17,000,000	\$ -	\$ -	\$ 17,104,000

Operating Impact of Project								
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs		50,000	150,000	150,000	150,000	150,000	150,000	800,000
Maintenance & Repair				10,000	10,000	10,000	10,000	40,000
Extra				20,000	20,000	20,000	20,000	80,000
<b>Total Operating Impact</b>	0	50,000	150,000	180,000	180,000	180,000	180,000	920,000



## City Hall - Roof

Project: CITY HALL-ROOF	
Category:	Municipal Facilities
Department:	Public Works
Task Code:	PWP 00139
Fund:	417
Funding Source(s):	Internal Services Fund
Est. Project Costs:	\$130,732.00
Est. Completion Date:	FY 24/25
Project Lead:	Carlos Hernandez



Project Description	
<p>This project involved a tear-off of the existing roofing materials on City Hall and the installation of a bi-layer modified bitumen roof. This project included new stainless steel and copper flashing, stainless steel turbines, and a full cover stainless steel parapet cap. Brick repointing and resealing for both chimneys was also included, as well as upgrades to two undersized leaderheads and downspouts that were replaced with properly sized stainless steel replacements. Repairing leaks in the Thermoplastic Polyolefin roof over the Gym was also included in the scope of services.</p>	

Project Status		Priority:	MEDIUM
<p>The Fort Bragg City Council accepted the completion of the City Hall Roof Replacement Project at the February 24, 2025, City Council Meeting.</p>			

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Fund: 530					
Internal Service Fund		130,732			130,732
Total Project Cost:	0	130,732	0	0	130,732

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs								\$
Maintenance & Repair		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$150,000	\$175,000
Extra	\$207	\$213	\$300	\$310	\$310	\$310	\$1,230	\$2,880
Total Operating Impact	\$207	\$5,213	\$5,300	\$5,310	\$5,310	\$5,310	\$151,230	\$177,880



## City Hall - Siding Replace - South & East Side

**Project:** City Hall- Siding Replace- South & East Side

<b>Category:</b>	Municipal Facilities
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	ISF
<b>Funding Source(s):</b>	Facilities
<b>Est. Project Costs:</b>	\$160,000.00
<b>Est. Completion Date:</b>	FY 27/28
<b>Project Lead:</b>	Undetermined



### Project Description

City Hall requires a face lift to overcome the multiple layers of failed paint over the past one hundred years. The project will include the removal and replacement of siding material on the south and east side of the building. The material to be used for the project will be fiber cement board. This will provide a long lasting material with low maintenance.

### Project Status

**Priority:**

**MEDIUM**

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Fund: 530					0
Internal Service Fund		160,000			160,000
					0
					0
<b>Total Project Cost:</b>	0	160,000	0	0	160,000


### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>			10,000					10,000
<b>Maintenance &amp; Repair</b>			500	500	500	500	500	2,500
<b>Extra</b>			100	100	100	100	100	500
<b>Total Operating Impact</b>	0	0	10,600	600	600	600	600	13,000





## Emergency Operations Center - Veterans Memorial

Project: EMERGENCY OPERATIONS CENTER – VETERANS MEMORIAL									
Category:	Municipal Facilities								
Department:	Public Works								
Task Code:	TBD								
Fund:	UI								
Funding Source(s):	Facilities								
Est. Project Costs:	\$2,600,000.00								
Est. Completion Date:	FY 27/28								
Project Lead:	Undetermined								

### Project Description

The City in cooperation with the County of Mendocino is in discussion regarding potential acquisition of Veterans Memorial Hall, in order to re-purpose the facility as an Emergency Operations Center as well as maintaining its shared use by the Veterans. The building has significant deferred maintenance and requires upgrades including seismic, ADA, roofing, electrical, IT capabilities, bathroom rehabilitation, etc.

### Project Status

Priority: **MEDIUM**

Pending Land Acquisition. PG&E Resiliency Hub Grant has been applied for - grant recipients have not been announced yet. If awarded, \$100,000 grant would be applied to the roof repairs. Additional grants applications are currently in progress.

### Project Cost Details


Funding Source(s):	ACTIVITY									
	Prof. Services		Construction		Const. Support		Other	Total		
Fund: Unidentified			2,500,000					2,500,000		
Internal Service Fund								0		
								0		
	0	0	2,500,000	0	0	0	0	2,500,000		
Total Project Cost:	\$	-	\$	5,000,000	\$	-	\$	-	\$	5,000,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs			2500					\$ 2,500
Maintenance & Repair			500	500	500	500	500	\$ 2,500
Extra			100	100	100	100	100	\$ 500
<b>Total Operating Impact</b>	\$ -	\$ -	\$ 3,100	\$ 600	\$ 600	\$ 600	\$ 600	\$ 5,500




## Resiliency Center - CV Starr Center

<b>Project: RESILIENCY CENTER - CV STARR CENTER</b>									
<b>Category:</b>	Municipal Facilities								
<b>Department:</b>	Public Works								
<b>Task Code:</b>	TBD								
<b>Fund:</b>									
<b>Funding Source(s):</b>	UI								
<b>Est. Project Costs:</b>	\$14,500,000.00								
<b>Est. Completion Date:</b>	FY 27/28								
<b>Project Lead:</b>	Undetermined								
<b>Project Description</b>									
<p>The CV Starr Center Phase 3 facility expansion will include a variety of community oriented spaces including several athletic multi-purpose rooms, and a gymnasium with a full sized basketball court. This space is also intended serve as a resiliency center given the multitude of resources accessible through this facility.</p>									
<b>Project Status</b>							<b>Priority: MEDIUM</b>		
<p>A Master Plan for the Phase 3 Facility Expansion was published by Glass Architects in 2016, including various conceptual drawings for the facility. This project is still in the conceptual phase, but the possibility for this facility to serve as a resiliency center is driving the project up in priority.</p>									
<b>Project Cost Details</b>									
<b>Funding Source(s):</b>	<b>ACTIVITY</b>								
	<b>Prof. Services</b>	<b>Construction</b>	<b>Const. Support</b>	<b>Other</b>	<b>Total</b>				
Unidentified	\$ 1,450,000.00	\$ 13,050,000.00			\$ 14,500,000				
					\$ -				
					\$ -				
					\$ -				
<b>Total Project Cost:</b>	\$ 1,450,000	\$ 13,050,000	\$ -	\$ -	\$ 14,500,000				
<b>Operating Impact of Project</b>									
		<b>Fiscal Year</b>							
<b>Expenditure Line Item:</b>	<b>Prior Year</b>	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>	<b>28-29</b>	<b>Future</b>	<b>Total</b>	
Personnel Costs								\$ -	
Maintenance & Repair								\$ -	
Extra								\$ -	
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



## PD EV Charging Stations

Project: PD EV CHARGING STATIONS	
Category:	Municipal Facilities
Department:	Public Works
Task Code:	PWP 00126
Fund:	ISF
Funding Source(s):	PG&E/ISF
Est. Project Costs:	\$401,100.00
Est. Completion Date:	FY 23/24
Project Lead:	Undetermined



Project Description	
<p>Installation of four EV charging stations at the Police Department for the electric patrol vehicles. The four chargers will provide a total of 6 charging arms. The project scope also includes parking lot pavement rehabilitation with an add alternate for the installation of a gated area for patrol vehicles only.</p>	


Project Status		Priority:	HIGH
<p>Staff has been working with PG&amp;E since fall of 2023 on this projects funding and behind the meter design. In April 2023, a small contract with a local design firm was executed and the design services for the project are underway. Full plans and specifications are expected in July 2023. The Design for EV Charging stations is complete, we cannot move into the bid phase until Fall because lead times on equipment specifically the transformer was back ordered about 12 months at the time of purchase.</p>			

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
MCOG-D1 Funds		232951			\$ 232,951
Internal Service Fund	10000	131149	5000		\$ 146,149
CalEVip		22000			\$ 22,000
					\$ -
<b>Total Project Cost:</b>	\$ 10,000	\$ 386,100	\$ 5,000	\$ -	\$ 401,100

Operating Impact of Project							
Expenditure Line Item:	Prior Year	Fiscal Year					
		24-25	25-26	26-27	27-28	28-29	Future
Personnel Costs		2500	3000	3000			
Maintenance & Repair			700	700	700	700	4000
Extra							
<b>Total Operating Impact</b>	\$ -	\$ 2,500	\$ 3,700	\$ 3,700	\$ 700	\$ 700	\$ 4,000



## E. City Hall Rehabilitation & Stabilization


Project: E. CITY HALL REHABILITATION & STABILIZATION									
Category:		Municipal Facilities							
Department:		Public Works							
Task Code:		TBD							
Fund:									
Funding Source(s):		UI							
Est. Project Costs:		\$2,250,000							
Est. Completion Date:		FY 27/28							
Project Lead:		Undetermined							
<div><div></div><div></div></div>									
Project Description									
<p>In 2010, Indigo Hammond + Playle Architects in association with Point 2 Structural Engineers produced the “Structural and Use Study of City Hall East.” Various recommendations were made to repair parts of the gymnasium and the old indoor pool.</p> <p>The first priority was to save the structure if feasible. Substantial structural repairs are necessary to accomplish this. The loft/mezzanine structures should be removed. The gymnasium needs some structural work as well.</p>									
Project Status							Priority:	MEDIUM	
<p>The City contracted with Evan Brooks Associates in the spring of 2023 to look for grant funding for this renovation project. The final project will be dependent on planned use of space and funding received. CalOES grant application is in progress. City match would be \$500,000 for \$2,000,000 grant.</p>									
Project Cost Details									
Funding Source(s):	ACTIVITY								
	Prof. Services	Construction	Const. Support	Other	Total				
Grant U/I	250,000	2,000,000			\$ 2,250,000				
Internal Service Fund					\$ -				
					\$ -				
					\$ -				
Total Project Cost:	\$ 250,000	\$ 2,000,000	\$ -	\$ -	\$ 2,250,000				
Operating Impact of Project									
		Fiscal Year							
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total	
Personnel Costs		150	150	150	150	150	150	\$ 900	
Maintenance & Repair		500	500	500	500	500	500	\$ 3,000	
Extra		100	100	100	100	100	100	\$ 600	
Total Operating Impact	\$ -	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 4,500	





## City Hall Remodel + Door Replacement

<b>Project: CITY HALL REMODEL + DOOR REPLACEMENT</b>	
<b>Category:</b>	Municipal Facilities
<b>Department:</b>	Public Works
<b>Task Code:</b>	PWP 00141
<b>Fund:</b>	
<b>Funding Source(s):</b>	ISF
<b>Est. Project Costs:</b>	\$185,358.55
<b>Est. Completion Date:</b>	FY 25/26
<b>Project Lead:</b>	Kevin McDannold



Project Description	
<p>This project includes removal of carpet and installation of laminate or tile flooring in the downstairs lobby, Community Development, and Finance Departments. This project also includes replacing the doors on the south side of the building and the potential installation of new walls in the lobby to better section off the departments is included, if costs allow. <span style="color: red;">Project scope has been adjusted to include some additional spaces in CH East in the flooring portion, as well as the replacement of the malfunctioning sewer line and several outdated electrical panels that serve the City Hall building.</span></p>	

Project Status	Priority: MEDIUM
<span style="color: red;">Contracts for the flooring, sewer line, and electrical panel replacements have been secured. Anticipated date of electrical panel replacement is April 26th. Flooring work is expected to begin May 5th and continue through the first week of June. The sewer line replacement is expected to be scheduled as soon as weather is permitting.</span>	


Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Internal Service Funds		\$ 185,359			\$ 185,359
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 185,359	\$ -	\$ -	\$ 185,359

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs		\$ 2,000	\$ 3,000					\$ 5,000
Maintenance & Repair			\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,250
Extra			\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 625
<b>Total Operating Impact</b>	\$ -	\$ 2,000	\$ 3,375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 6,875



## Town Hall Rehab and Bathroom Remodel

Project: TOWN HALL RETROFIT & BATHROOM REMODEL	
<b>Category:</b>	Municipal Facilities
<b>Department:</b>	Public Works
<b>Task Code:</b>	PWP 00122
<b>Fund:</b>	423
<b>Funding Source(s):</b>	Internal Services Fund
<b>Est. Project Costs:</b>	\$823,625.00
<b>Est. Completion Date:</b>	FY 25/26
<b>Project Lead:</b>	Alfredo Huerta



Project Description	
<p>The Town Hall Retrofit and Bathroom Remodel Project will replace windows and exterior molding; repair damage caused by moisture near doors, windows and molding; update storage and A/V areas; and retrofit the restrooms to make them more accessible and visible for public use. The project includes material procurement and installation, mechanical, electrical, plumbing, paint and other miscellaneous items required to complete the project.</p>	

Project Status		Priority:	HIGH
<p>The design for the project was finalized in Q1 of 2025 and was followed by a bid solicitation. The construction contract was awarded at the March 11, 2025 City Council Meeting to Adams Commercial General Contracting, Inc. from Eureka, CA. <b>The project team is currently working on submittal review and material procurement with construction activities expected to begin in the first week of May, 2025. The anticipated project completion is in Q3 of 2025.</b></p>			


Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Internal Service Funds	\$ 22,420	\$ 793,205		\$ 8,000	\$ 823,625
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 22,420	\$ 793,205	\$ -	\$ 8,000	\$ 823,625

Operating Impact of Project							
Expenditure Line Item:	Prior Year	Fiscal Year					
		24-25	25-26	26-27	27-28	28-29	Total
Personnel Costs		\$ 2,000	\$ 3,000				\$ 5,000
Maintenance & Repair			\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,250
Extra			\$ 125	\$ 125	\$ 125	\$ 125	\$ 625
<b>Total Operating Impact</b>	\$ -	\$ 2,000	\$ 3,375	\$ 375	\$ 375	\$ 375	\$ 6,875



## Main St. Fire Station Rehab

<b>Project:    MAIN ST. FIRE STATION REHAB - NORTH</b>							
<b>Category:</b>	Municipal Facilities						
<b>Department:</b>	Public Works						
<b>Task Code:</b>	PWP      00123						
<b>Fund:</b>							
<b>Funding Source(s):</b>	Unidentified						
<b>Est. Project Costs:</b>	\$4,007,702.00						
<b>Est. Completion Date:</b>	FY        26/27						
<b>Project Lead:</b>	Alfredo Huerta						



Project Description							
<p>In March 2007, the City completed a Public Facilities Master Plan. As a part of the master plan, a preliminary structural analysis of the Main Street Fire Station was completed, with findings and recommendations incorporated into the report. This analysis identified numerous deficiencies in the Fire Station and the risk of structural damage in the event of a major earthquake. The report estimated that making necessary seismic upgrades to the north wing would cost about \$175 per square foot; the south wing would cost about \$50 per square foot and the newer middle section costs would be about \$20 per square foot. As a follow up to the Facilities Master Plan, the City secured a Community Development Block Grant to complete a more extensive evaluation of the structure and foundation to more specifically identify structural fixes to bring the building to current standards. I.L. Welty &amp; Associates completed the structural review and provided recommendations as well as estimates for repair.</p> <p>The original Fire Station Rehabilitation design project scope that resulted from these aforementioned studies aimed to rehabilitate all existing buildings. However, after a structural and architectural analysis was conducted in 2023, it was determined that, due to the similarities in cost of renovation versus new construction, funding newly constructed buildings would be a better use of funds. Due to the ongoing increase in cost of design and construction, the current funds available only allow us to complete a new design for the North Wing. A funding source is yet to be identified.</p>							

Project Status					Priority:	MEDIUM
<p>The design of the north wing has been completed, including a plan check. Planning Entitlements were received in 2024 and the building permit application has been started. The project is currently on hold until a funding source is identified.</p>						


Project Cost Details						
Funding Source(s):	ACTIVITY					
	Prof. Services	Construction	Const. Support	Other	Total	
Unidentified Fund		\$      3,800,000			\$   3,800,000	
CDBG Design Funds	\$        203,702				\$    203,702	
				\$   4,000	\$       4,000	
					\$       -	
<b>Total Project Cost:</b>	\$       203,702	\$    3,800,000	\$       -	\$   4,000	\$ 4,007,702	

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs								\$       -
Maintenance & Repair								\$       -
Extra								\$       -
<b>Total Operating Impact</b>	\$       -	\$       -	\$       -	\$       -	\$       -	\$       -	\$       -	\$       -



## Main St. Fire Station Roof

<b>Project:</b> Fire Station Roof Replacement Project	
<b>Category:</b>	Municipal Facilities
<b>Department:</b>	Public Works
<b>Task Code:</b>	PWP 00138
<b>Fund:</b>	
<b>Funding Source(s):</b>	Fire Authority JPA
<b>Est. Project Costs:</b>	\$209,110
<b>Est. Completion Date:</b>	FY 24/25
<b>Project Lead:</b>	Carlos Hernandez



Project Description	
<p>This Project involved a tear-off and replacement of all five (5) sections of the Fort Bragg Fire Department roof. Four (4) of the five (5) roof sections were replaced with a bi-layer modified bitumen roof, and two (2) out of those four (4) received new plywood sheathing under the Modified Bitumen layers. The final section of the roof was replaced in-kind with standard roofing shingles. Mechanical equipment received new curbs, and all exterior finishes were stainless steel and copper. Various sections of rotted siding were replaced, and a new stainless steel cap was fitted over all applicable parapet walls.</p>	

<b>Project Status</b>	<b>Priority:</b> HIGH
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The Fort Bragg City Council accepted the completion of the Fire Station Roof Replacement Project at the November 12, 2024, City Council Meeting.

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Fire Authority JPA		\$ 209,110			\$ 209,110
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 209,110	\$ -	\$ -	\$ 209,110


Operating Impact of Project								
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>		\$ 2,500	\$ 2,500					\$ 5,000
<b>Maintenance &amp; Repair</b>		\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 900
<b>Extra</b>		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 600
<b>Total Operating Impact</b>	\$ -	\$ 2,750	\$ 2,750	\$ 250	\$ 250	\$ 250	\$ 250	\$ 6,500





## Police Dept. Roof Replacement

<b>Project:</b> POLICE DEPT. ROOF REPLACEMENT W/SOLAR	
<b>Category:</b>	Municipal Facilities
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	ISF
<b>Funding Source(s):</b>	ISF- Facilities
<b>Est. Project Costs:</b>	\$70,000.00
<b>Est. Completion Date:</b>	FY 26/27
<b>Project Lead:</b>	Undetermined



Project Description	
Based on an expected 30 year life-cycle for roofs, the Police Department roof is ready for replacement in FY 24/25.	

Project Status	Priority:	MEDIUM
Given available Facilities fund projects, this project is further out on the CIP horizon.		


Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Internal Service Funds		\$ 80,000			\$ 80,000
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 80,000	\$ -	\$ -	\$ 80,000

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item :	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs								\$ -
Maintenance & Repair					\$ 200	\$ 200	\$ 200	\$ 600
Extra					\$ 100	\$ 100	\$ 100	\$ 300
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 300	\$ 300	\$ 900



## Police Dept. Paint & Repairs- Exterior

<b>Project: POLICE DEPT. PAINT &amp; REPAIRS - EXTERIOR</b>	
<b>Category:</b>	Municipal Facilities
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	ISF, AF
<b>Funding Source(s):</b>	ISF- Facilities,
<b>Est. Project Costs:</b>	\$70,000.00
<b>Est. Completion Date:</b>	FY 25/26
<b>Project Lead:</b>	Undetermined



Project Description	
The Police Department needs paint and exterior repairs around the perimeter.	

Project Status	Priority: MEDIUM
Given available Facilities fund projects, this project is further out on the CIP horizon.	


Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Internal Service Funds		\$ 70,000			\$ 70,000
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 70,000	\$ -	\$ -	\$ 70,000

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item :	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs			\$ 2,500					\$ 2,500
Maintenance & Repair			\$ 150	\$ 150	\$ 150	\$ 150	\$ 200	\$ 800
Extra			\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 500
<b>Total Operating Impact</b>	\$ -	\$ -	\$ 2,750	\$ 250	\$ 250	\$ 250	\$ 300	\$ 3,800



## Microgrid

Project: MICROGRID	
Category:	Municipal Facilities
Department:	Public Works
Task Code:	TBD
Fund:	
Funding Source(s):	PG&E
Est. Project Costs:	\$18,025,000.00
Est. Completion Date:	FY 28/29
Project Lead:	Undetermined



## Project Description

In coordination with PG&E the City of Fort Bragg is exploring the development of a microgrid pursuant to PG&E's Community Microgrid Enablement Tariff (CMET).

Project Status	Priority:	NONE
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Inception phase

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
PG&E	\$ 25,000	\$ 18,000,000			\$ 18,025,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 25,000	\$ 18,000,000	\$ -	\$ -	\$ 18,025,000

### Operating Impact of Project

[illegible]

## Facilities Solar

Project: FACILITIES SOLAR	
Category:	Municipal Facilities
Department:	Public Works
Task Code:	PWP 0133
Fund:	
Funding Source(s):	
Est. Project Costs:	\$8,000,000.00
Est. Completion Date:	FY 25/26
Project Lead:	John Smith



### Project Description

Interconnection Applications for NEM2 Solar status have been accepted by PG&E. City is locked into NEM2 status for at least (20) years, as long as systems are built and connected to grid by 4/15/2026. The project includes solar panels to be located at six (96) city owned locations including City Hall, PD, Fire Station, WWTP, Water Treatment Plant, and CV Starr Center.

### Project Status

Priority:

HIGH

Syserco Energy Solutions is preparing final project documents.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
		\$ 5,000,000	\$ 8,000,000		\$ 13,000,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 5,000,000	\$ 8,000,000	\$ -	\$ 13,000,000

### Operating Impact of Project


Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -





## Police Department Security Retrofit

<b>Project:</b> POLICE DEPT SECURITY RETROFIT	
<b>Category:</b>	Municipal Facilities
<b>Department:</b>	Public Works
<b>Task Code:</b>	PWP 00142
<b>Fund:</b>	ISF, AF
<b>Funding Source(s):</b>	ISF- Facilities, AF - Asset Forfeiture
<b>Est. Project Costs:</b>	\$139,660.00
<b>Est. Completion Date:</b>	FY 24/25
<b>Project Lead:</b>	Alfredo Huerta



Project Description	
<p>This project is based on the need to facilitate existing processes for Police department staff and the need for Accessibility (ADA) improvements at our police department. This project consists of installing a new ADA compliant front entrance door, installing a fingerprint station near the entrance to improve employee safety and efficiency, and improvements to the flooring system in the break and locker rooms.</p>	

Project Status	Priority:
	HIGH

The construction documents for this project were finalized in Q4 of 2024 and a request for quotes was released by city staff in March of 2025. Construction for this project is anticipated to start in May of 2025, with completion in Q3 of 2025.

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Internal Service Funds	\$ 5,660	\$ 84,211		\$ 5,000	\$ 94,871
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 5,660	\$ 84,211	\$ -	\$ 5,000	\$ 94,871

Operating Impact of Project							
Expenditure Line Item:	Prior Year	Fiscal Year					
		24-25	25-26	26-27	27-28	28-29	Future
Personnel Costs			\$ 2,500				
Maintenance & Repair			\$ 150	\$ 150	\$ 150	\$ 150	\$ 200
Extra			\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
<b>Total Operating Impact</b>	\$ -	\$ -	\$ 2,750	\$ 250	\$ 250	\$ 250	\$ 300



## Facilities Camera and Access Control Project

Project: Facilities Camera and Access Control Project	
Category:	Municipal Facilities
Department:	Public Works
Task Code:	TBD
Fund:	610, 710, 520, 167
Funding Source(s):	PD, CH, CY, WWTP
Est. Project Costs:	\$78,747.00
Est. Completion Date:	FY 24/25
Project Lead:	Carlos Hernandez



### Project Description

City facilities lack surveillance video capabilities, and the Fort Bragg Police Department lacks an access control system for safety and security. Low Voltage Security, a Security Solutions and low voltage company, has provided a quote to install city-owned security cameras and a city-owned access control system at City Facilities. This construction contract will be executed by Low Voltage Security Inc. for \$71,588.06, and a 10% contingency will be held in the budget for additional costs incurred during construction.

### Project Status

Priority:

**HIGH**

The Fort Bragg City Council accepted a contract with Low Voltage Security Inc. for installation services at the March 11, 2025, City Council Meeting.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
		\$ 78,747			\$ 78,747
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 78,747	\$ -	\$ -	\$ 78,747

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -




## Parks & Community Services



## Bainbridge Park Improvements

Project: Bainbridge Park Improvements	
Category:	Parks & Community Services
Department:	PW/CDD/PD
Task Code:	PWP 00096
Fund:	419
Funding Source(s):	Prop 68 Per Capita State Farm
Est. Project Costs:	\$2,266,052.00
Est. Completion Date:	FY 24/25
Project Lead:	Chantell O'Neal



he project's purpose is to restore the "family friendly" environment at Bainbridge Park. Previously, the following improvements were accomplished: restoring the tennis court, restore the basketball court, add decorative fencing, and two new artificial turf soccer courts. In FY 23/24, the Wiggly Giggly playground was replaced and the City hired a design Engineering firm Melton Design Group to design the remaining park enhancement features including two artificial turf socce fields, a pavilion, bathroom remodel, art, furniture, and landscaping.

Project Status		Priority:	HIGH
The planning, purchase, and installation of the playground equipment were conducted between FY 22/23 - FY 23/24. The design was completed in March 2025, staff solicited bids for construction. Construction is expected to last up to 125 working days and will be performed through the summer of 2025.			

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Per Capita		\$ 177,952			\$ 177,952
Prop 68	\$ 246,500	\$ 1,816,600			\$ 2,063,100
State Farm		\$ 25,000			\$ 25,000
					\$ -
Total Project Cost:	\$ 246,500	\$ 2,019,552	\$ -	\$ -	\$ 2,266,052

Operating Impact of Project								
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs		\$ 7,000	\$ 6,500					\$ 13,500
Maintenance & Repair		\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 3,600
Extra		\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,200
Total Operating Impact	\$ -	\$ 7,800	\$ 7,300	\$ 800	\$ 800	\$ 800	\$ 800	\$ 18,300





## Pomo Bluffs Park- Parking Lot Rehab

Project: Pomo Bluffs Park- Parking Lot Rehab	
Category:	Parks & Community Services
Department:	Public Works
Task Code:	TBD
Fund:	
Funding Source(s):	Internal Services Fund
Est. Project Costs:	\$250,000.00
Est. Completion Date:	FY 26/27
Project Lead:	Undetermined



### Project Description

Based on an expected 20 year life-cycle for paving, the Pomo Bluffs parking lot will be ready to be repaved in FY 26/27. Other minor park rehabilitation work may be added to the project as needed.

### Project Status

Priority:

LOW

No status updates.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Unidentified		\$ 250,000			\$ 250,000
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## Central Business District Parking Maintenance

Project: CENTRAL BUSINESS DISTRICT PARKING MAINTENANCE	
<b>Category:</b>	Parks & Community Services
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	
<b>Funding Source(s):</b>	In-Lieu Fee
	U/I
<b>Est. Project Costs:</b>	\$50,000.00
<b>Est. Completion Date:</b>	FY 24/25
<b>Project Lead:</b>	Undetermined

**Figure 3. Downtown (Central Business District) Parking Strategy Study Area**

**Legend:**

- PUBLIC PARKING:**
  - Blue circle: City - Public
  - Blue square: Street - Street
  - Blue rectangle: Street - On-Street
  - Blue diamond: Loading
  - Blue square with 'P': KSP parking
- EXISTING:**
  - Green circle: Existing parking lots
  - Green square: Existing
  - Green rectangle: Existing - On-Street
  - Green diamond: Existing - Loading
  - Green square with 'P': Existing - KSP parking
- PROPOSED:**
  - Red circle: Proposed parking lots
  - Red square: Proposed
  - Red rectangle: Proposed - On-Street
  - Red diamond: Proposed - Loading
  - Red square with 'P': Proposed - KSP parking

## Project Description

Several Parking lots in the Central Business District have deferred maintenance. This project will evaluate the existing city owned parking lots, establish needs for pavement preservation, and provide pavement maintenance to at least one location.

Project Status	Priority:	MEDIUM
----------------	-----------	--------

The evaluation of parking lots needing maintenance is underway. This project will be constructed with the 2025 streets project. Design is complete (February 2025) construction bids will be solicited in May 2025.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
In-Lieu Fees		\$ 26,488			\$ 26,488
U/I		\$ 23,512			\$ 23,512
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000

## Operating Impact of Project

[illegible]

# Otis Johnson Trail Restoration

Project: OTIS JOHNSON TRAIL RESTORATION	
Category:	Parks & Community Services
Department:	Public Works
Task Code:	TBD
Fund:	
Funding Source(s):	Unidentified
Est. Project Costs:	\$100,000.00
Est. Completion Date:	FY 26/27
Project Lead:	

Otis R. Johnson Wilderness Park  
City of Fort Bragg

Project Description	
<p>Several trails in the park are experiencing erosion after the winter storms of FY23/24 and showing signs of needing restoration. Staff will begin seeking grant funding for trail rehabilitation and abandonment of any social trails that have surfaced since last construction.</p>	

Project Status	Priority:
New Project, no updates.	MEDIUM

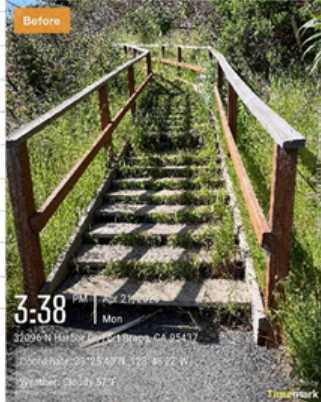
Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Unidentified		\$ 100,000			\$ 100,000
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs	\$ 1,000		\$ 250					\$ 1,250
Maintenance & Repair		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
Extra		\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 750
<b>Total Operating Impact</b>	\$ 1,000	\$ 375	\$ 625	\$ 375	\$ 375	\$ 375	\$ 375	\$ 3,500



## Noyo Harbor Staircase Repairs

Project: Noyo Harbor Staircase Repairs	
Category:	Parks & Community Services
Department:	Public Works
Task Code:	TBD
Fund:	U/I
Funding Source(s):	U/I
Est. Project Costs:	\$100,000.00
Est. Completion Date:	FY 25/26
Project Lead:	Undetermined



### Project Description

The staircase behind Noyo Lite Lodge is in failing condition and in need of repairs. This project will aim to repair or replace the stairway. Additionally, work with MCOG on the Noyo Harbor Circulation grant may provide additional information and resources in regards to a modified staircase design that would connect to both hotels on each side of the roadway and under the bridge and lead down to the Harbor. Funds for this project could instead be used to flesh out this modified design and support the submittal of grant funding for a more functional/relocated staircase.

### Project Status

Priority:

**HIGH**

Staircase is currently closed due to safety considerations

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Unidentified		\$ 100,000			\$ 100,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -





## Street Maintenance & Traffic Safety



## 2025 Pavement Preservation Project

Project: 2025 PAVEMENT PRESERVATION PROJECT	
Category:	Traffic Safety
Department:	Public Works
Task Code:	PWP 00132
Fund:	421
Funding Source(s):	LOCAL STREET SALES
	LPP - GRANT
Est. Project Costs:	\$2,722,500.00
Est. Completion Date:	FY 25/26
Project Lead:	Chantell O'Neal



### Project Description

This project proposes pavement preservation techniques like seal coats and microsurfacing be applied to over 6 miles of City Streets. The prioritization of work on this project is the performance of the preservation maintenance locations first and then the inclusion of the locations requiring rehabilitation second as funds allow. The selected locations are based on scenarios identified in the "City of Fort Bragg – 2021 Pavement Management Program Update."

Includes identified 36 street segments equivalent to 6.4 miles of City Street. The work will consist of a 2" AC overlay, microsurfacing with digouts, a slurry seal w/ crack seal, and rehabbed with a thick mill and overlay throughout the City Streets. Also the addition of 6 new ADA curb ramps.

### Project Status

Priority: **HIGH**

Design Contract awarded April 2024. 100% Plans and specifications are expected December 2024. Construction will begin early spring 2025.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Local Street Sales Tax	\$ 222,500	\$ 1,877,500			\$ 2,100,000
LPP - Grant		\$ 400,000			\$ 400,000
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 222,500	\$ 2,277,500	\$ -	\$ -	\$ 2,500,000


### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs		\$ 2,000						\$ 2,000
Maintenance & Repair		\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 900
Extra		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 600
<b>Total Operating Impact</b>	\$ -	\$ 2,250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 3,500



## Rule 20 (Utility Underground)

Project: Rule 20 ( Utility Underground)	
Category:	Street Maintenance
Department:	Public Works
Task Code:	PWP 00121
Fund:	
Funding Source(s):	PG&E
Est. Project Costs:	\$2,190,000.00
Est. Completion Date:	FY 29/30
Project Lead:	Undetermined



### Project Description

Public Utilities Commission (PUC) Rule 20A requires PG&E to annually set aside monies for the purpose of undergrounding electric utility infrastructure. As of March 31, 2018, the City's account balance is \$1,215,827. The City receives an additional \$36,000 each year to build up this account. Undergrounding of utilities are normally coordinated with street construction projects to ensure a new pavement surface over extensive utility trenching. For a typical 400 foot City block, the undergrounding cost is approximately \$250,000. Coordinating with PG&E for design and utility undergrounding can take from two to three years before street construction can follow.

### Project Status

Priority:

LOW

No Status updates. PGE has identified this project for design and construction in 2037.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
PG&E		\$ 2,190,000			\$ 2,190,000
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 2,190,000	\$ -	\$ -	\$ 2,190,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -





## Systematic Improvements at Unsignalized

### Project: Systematic Improvements at Unsignalized

<b>Category:</b>	Street Maintenance
<b>Department:</b>	Public Works
<b>Task Code:</b>	PWP 00131
<b>Fund:</b>	421
<b>Funding Source(s):</b>	HSIP/Local
<b>Est. Project Costs:</b>	\$197,375.00
<b>Est. Completion Date:</b>	FY 25/26
<b>Project Lead:</b>	Chantell O'Neal



### Project Description

Install or upgrade larger or additional stop signs or other intersection warning and regulatory signs, install or upgrade pedestrian crossings with enhanced safety features including RRFBs. Locations for improvements in this project include North Harbor Drive, Redwood Ave, Boatyard Drive at SR 20, Pine Street, and others. The most significant change is the proposed lighted beacon crossing of SR 1 at Pine Street.

### Project Status

**Priority:**

**MEDIUM**

Design in progress. Construction is planned summer 2025.

### Project Cost Details


Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Local Street Sales Tax	\$ 18,100				\$ 18,100
HSIP		\$ 179,275			\$ 179,275
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 18,100	\$ 179,275	\$ -	\$ -	\$ 197,375

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>	\$ 800	\$ 1,200	\$ 2,000					\$ 4,000
<b>Maintenance &amp; Repair</b>		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
<b>Extra</b>		\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 750
<b>Total Operating Impact</b>	\$ 800	\$ 1,575	\$ 2,375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 6,250



## 2022/23 Streets Rehabilitation

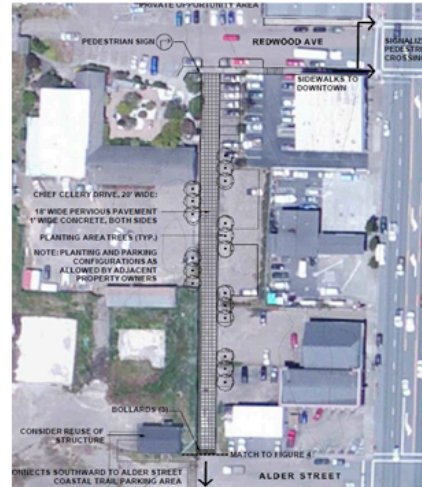
Project: 2022/23 Streets Rehabilitation								
Category:	Street Maintenance							
Department:	Public Works							
Task Code:	PWP 00120							
Fund:	421							
Funding Source(s):	Street Sales Tax & LPP							
Est. Project Costs:	\$4,481,616.00							
Est. Completion Date:	FY 23/24							
Project Lead:	Chantell O'Neal							
<h2>Project Complete</h2>								
Project Description								
<p>This project will rehabilitate pavement of up to 8 streets throughout the City and incorporates the previously programmed street striping project, bollard installation, and crosswalk rehabilitation in the downtown pedestrian core. Since this streets project includes rehab of much of Franklin Street including the Central Business District corridor and striping, the stamped crosswalks project previously programmed in the 5 year CIP look ahead needed to be including into the scope. Rehabilitating the stamped asphalt crosswalks in downtown will ensure their long-term viability. Many of the cross walks were lasted rehabilitated in 2012 and are now showing signs of wear and are ready for another round of rehabilitation. The project is funded with a combination of sources including the Local Partnership Program (LPP) of SB-1 (\$600,000) and D1 RSTP (\$206,405) Street Sales Tax (\$1,270,595), Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA, HR 133) (\$162,000), Water/Wastewater Enterprise (\$361,000), HSIP (\$248,130)</p>								
Project Status			Priority:	HIGH				
Project Complete								
Project Cost Details								
Funding Source(s):	ACTIVITY							
	Prof. Services	Construction	Const. Support	Other	Total			
250- Special Sales Tax	\$ 530,316	\$ 2,734,765			\$ 3,265,081			
LPP- Grant		\$ 600,000			\$ 600,000			
D1- Grant		\$ 206,405			\$ 206,405			
CRSAA		\$ 162,000			\$ 162,000			
HSIP		\$ 248,130			\$ 248,130			
Total Project Cost:	\$ 530,316	\$ 3,951,300	\$ -	\$ -	\$ 4,481,616			
Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs	\$ 2,800	\$ 8,000	\$ 2,500					\$ 13,300
Supplies & Materials								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Total Operating Impact	\$ 2,800	\$ 8,000	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ 13,300



## CBD Coastal Trail Connection

### Project: CBD COASTAL TRAIL CONNECTION

<b>Category:</b>	Street Main. & Traffic Safety
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	
<b>Funding Source(s):</b>	U/I & Local
<b>Est. Project Costs:</b>	\$800,000.00
<b>Est. Completion Date:</b>	FY 28/29
<b>Project Lead:</b>	Chantell O'Neal



### Project Description

The concept for the Redwood Avenue link to the middle section of the Coastal Trail is to provide a short, easy and enjoyable trail connection to downtown that shifts the outdoor coastal trail hiking experience to an urban experience where visitors can access downtown restaurants and shops. From the downtown employment center, workers would also enjoy a short walk and fresh air by the coast by taking the same pathway. The connections would be made from the Alder Street Coastal Trailhead and parking area(s) by improving Chief Celery Drive (between Redwood Avenue and Oak Street) into a multi-use trail, though predominately a pedestrian way with sidewalks and landscaping, where possible. On Redwood Avenue, sidewalks, paving, landscaping and signage would provide wayfinding guidance to improve the visitor experience on both sides of Main Street.

### Project Status

Priority:

LOW

Concept Design Stage and grant applications.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Unidentified	\$ 85,000	\$ 715,000			\$ 800,000
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 85,000	\$ 715,000	\$ -	\$ -	\$ 800,000


### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>								\$ -
<b>Maintenance &amp; Repair</b>				\$ 300	\$ 300	\$ 300	\$ 300	\$ 1,200
<b>Extra</b>				\$ 150	\$ 150	\$ 150	\$ 150	\$ 600
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ 450	\$ 450	\$ 450	\$ 450	\$ 1,800



## Willow St. Pedestrian Improvements -HSIP

Project Willow St. Pedestrian Improvements -HSIP	
<b>Category:</b>	Street Main. & Traffic Safety
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	
<b>Funding Source(s):</b>	HSIP / Local
<b>Est. Project Costs:</b>	\$397,200.00
<b>Est. Completion Date:</b>	FY 26/27
<b>Project Lead:</b>	Kevin McDannold



Project Description	
Install a pedestrian crossing island, high visibility crosswalks, and ADA compliant sidewalk, curb gutter, curb ramps, and bulbouts to improve pedestrian safety on Willow St.	

Project Status	Priority:	MEDIUM
Project has been selected by HSIP to be funded. Design is underway, construction to begin Summer of 2026.		

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
HSIP	\$ 33,507	\$ 274,950	\$ 41,220		\$ 349,677
Local Funds	\$ 12,393	\$ 30,550	\$ 4,580		\$ 47,523
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 45,900	\$ 305,500	\$ 45,800	\$ -	\$ 397,200


Operating Impact of Project								
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Maintenance & Repair				\$ 300	\$ 300	\$ 300	\$ 300	\$ 1,200
Extra				\$ 150	\$ 150	\$ 150	\$ 150	\$ 600
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ 450	\$ 450	\$ 450	\$ 450	\$ 1,800





## Stop Gap Patch Pave PROJECT

Project: Stop Gap Patch Pave PROJECT	
Category:	Traffic Safety
Department:	Public Works
Task Code:	PWP
Fund:	421
Funding Source(s):	Local Streets and Roads (LSR)
	Unassigned Reserves
Est. Project Costs:	\$393,500.00
Est. Completion Date:	FY 25/26
Project Lead:	Chantell O'Neal



### Project Description

This project consists of targeted surface repairs, including patching of large potholes and restoration of deteriorated wheel paths on up to six (6) identified streets. This is a maintenance project to extend the useful life of several roadways entering failed condition

### Project Status

Priority:

**HIGH**

Construction will begin in summer 2025.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
LSR		\$ 187,714			\$ 187,714
Unassigned Reserves		\$ 162,286	\$ 35,000		\$ 197,286
Local Street Sales Tax	\$ 8,500				\$ 8,500
					\$ -
<b>Total Project Cost:</b>	<b>\$ 8,500</b>	<b>\$ 350,000</b>	<b>\$ 35,000</b>	<b>\$ -</b>	<b>\$ 393,500</b>

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs		\$ 2,000						\$ 2,000
Maintenance & Repair		\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 900
Extra		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 600
<b>Total Operating Impact</b>	<b>\$ -</b>	<b>\$ 2,250</b>	<b>\$ 250</b>	<b>\$ 250</b>	<b>\$ 250</b>	<b>\$ 250</b>	<b>\$ 250</b>	<b>\$ 3,500</b>





## 2027 Roadway Revitalization

<b>Project: 2027 Roadway Revitalization</b>
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<b>Category:</b>	Street Maint. & Traffic Safety
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	421
<b>Funding Source(s):</b>	LPP C, LPP F, and Local
<b>Est. Project Costs:</b>	\$6,342,670.00
<b>Est. Completion Date:</b>	FY 26/27
<b>Project Lead:</b>	Chantell O'Neal



### Project Description

The City of Fort Bragg has identified four (4) streets equivalent to approximately 2.2 miles of City Street, which will receive pavement repair and rehabilitation. The scope of the 2027 Roadway Revitalization Project includes the repair and rehabilitation of 2.2 Miles of streets using a combination of thick mill and/or 4" dig-outs and overlay on four (4) primary roadways. The project also includes the replacement of 1,700 linear feet of failed stormdrain pipe, and 46 curb ramps will be brought into compliance with ADA standards. Original Project estimate submitted in the Competitive grant (LPP C) application was \$4,731,000 however, the new proposed project amount is increased to include street locations previously removed from the 2025 project and installation of water valves along Oak Street per the recommendations of HDR in the Draft Water Master Plan.

### Project Status

**Priority:**

**NONE**

Design expected to begin 25/26 FY

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Local/Reserved	\$ 116,000	\$ 1,415,435			\$ 1,531,435
LPP-C		\$ 2,667,000			\$ 2,667,000
Water Enterprise	\$ 3,500	\$ 36,000			\$ 39,500
LPP F		\$ 400,000			\$ 400,000
Local Streets Sales Tax	\$ 464,000	\$ 853,735	\$ 387,000		\$ 1,704,735
					\$ -
					\$ -
<b>Total Project Cost:</b>	<b>\$ 583,500</b>	<b>\$ 5,372,170</b>	<b>\$ 387,000</b>	<b>\$ -</b>	<b>\$ 6,342,670</b>

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



## Red Streets and Alley Rehabilitation

Project: Red Streets and Alley Rehabilitation	
Category:	Street Maint. & Traffic Safety
Department:	Public Works
Task Code:	TBD
Fund:	421
Funding Source(s):	LPP-C and Local
Est. Project Costs:	\$5,000,000.00
Est. Completion Date:	FY 28/29
Project Lead:	Chantell O'Neal



### Project Description

This project seeks to find the alleys in the worst condition when identified in the 2011 Alley Master Plan as being in the highest priority for work. Additionally, any collector streets with a PCI under 65 will be considered for this project, as well as an evaluation of any other streets for which recommended treatment is similar to the techniques proposed in the alley project will be considered for incorporation into the project if budget exists after the alleys and collector streets are prioritized.

### Project Status

Priority: **HIGH**

Staff will submit a LPP Competitive application in 2026. An additional status update will be provided after that time.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
LPP C					\$ -
Local Sales Tax	\$ 600,000	\$ 4,400,000			\$ 5,000,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 600,000	\$ 4,400,000	\$ -	\$ -	\$ 5,000,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## CV Starr Enterprise



## CV Starr HVAC Air Intake Redesign

Project: CV STARR HVAC AIR INTAKE REDESIGN	
Category:	CV STARR Enterprise
Department:	Public Works
Task Code:	PWP 00135
Fund:	810
Funding Source(s):	CV STARR
Est. Project Costs:	\$993,500.00
Est. Completion Date:	FY 25/26
Project Lead:	Carlos Hernandez



### Project Description

The CV Starr HVAC project includes the replacement of two rooftop air handler units serving the natatorium portion of the facility. The facility's proximity to the ocean, as well as previous design inefficiencies and serviceable life span, have caused the current units to deteriorate. In order for the facility to satisfy current standards for interior air quality and circulation, the two existing roof top air handlers will be replaced by two new units as specified in the technical specifications for Public Works Project 00135 CV Starr Center HVAC Replacement and Improvements as provided by Whitchurch Engineering Inc. and accepted by Council at the December 9, 2024 City Council Meeting. The construction contract will be executed by Kevin M. Sullivan and Associates Inc. for \$870,000, and a 10% contingency will be held in the budget for additional costs incurred during construction.

### Project Status

Priority:

**HIGH**

The CV Starr Center HVAC Replacement and Improvements Project has completed 100% Construction Documents and a construction contract has been awarded to Kevin M. Sullivan and Associates Inc. as of December 9, 2024. Buildout of this project is anticipated to take place Q4 2025 - Q1 2026 due to lead times for procuring mechanical equipment.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
CV STARR	\$ 36,500	\$ 957,000			\$ 993,500
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 36,500	\$ 957,000	\$ -	\$ -	\$ 993,500

### Operating Impact of Project

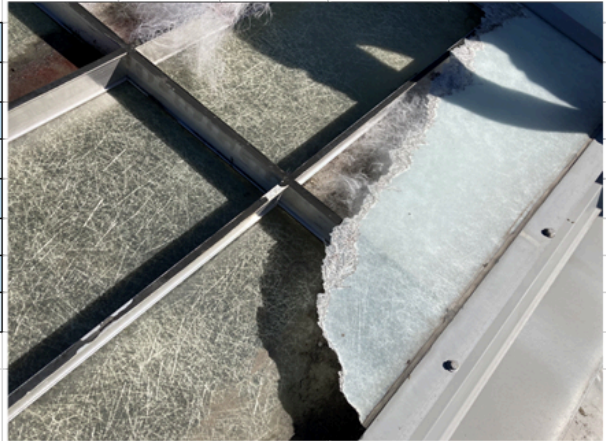
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## Facility Roof Repair/Skylights

### Project: CV Starr Center Skylight Replacement Project

Category:	CV STARR Enterprise
Department:	Public Works
Task Code:	PWP 00140
Fund:	810
Funding Source(s):	CV STARR
Est. Project Costs:	\$300,950.00
Est. Completion Date:	FY 25/26
Project Lead:	Carlos Hernandez



### Project Description

The CV Starr Center Roof Repair Project will cover repairs to the existing Fiberglass-Reinforced Panel feature that runs across the ridge of the Natatorium roof. This feature was implemented as a translucent skylight system that serves to eliminate the need for excessive lighting in the natatorium. After many years of direct exposure to the sun, the existing fiberglass panels on the south-facing side of the roof have become brittle, and the City of Fort Bragg is pursuing a contract with Sustainable Living Builders Inc. to have 32 panels replaced in-kind with new materials. This construction contract will be executed by Sustainable Living Builders Inc. for \$273,591.09, and a 10% contingency will be held in the budget for additional costs incurred during construction.

### Project Status

Priority: **EMERGENCY**

This Project was awarded to Sustainable Living Builders by the Fort Bragg City Council at the January 13, 2025, City Council Meeting in the amount of \$273,591.09. Construction is expected to take place Q4 2025-Q2-2026.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
CV STARR		\$ 300,950			\$ 300,950
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 300,950	\$ -	\$ -	\$ 300,950

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -





## CV Starr Water Slide Staircase Rehab

Project: CV STARR WATER SLIDE STAIRCASE REHAB	
Category:	CV STARR Enterprise
Department:	Public Works
Task Code:	TBD
Fund:	810
Funding Source(s):	CV STARR
Est. Project Costs:	\$30,000.00
Est. Completion Date:	FY 25/26
Project Lead:	Undetermined



### Project Description

Staircase for the water slide is reaching the end of its useful life and needs rehabilitation.

### Project Status

Priority:

LOW

No Updates

### Project Cost Details


Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
CV STARRT		\$ 150,000			\$ 150,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



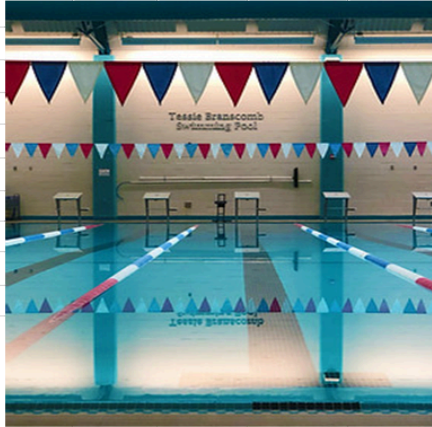
## CV Starr Reception Desk Area Rehab

<b>Project: CV STARR RECEPTION DESK AREA REHAB</b>									
<b>Category:</b>	CV STARR Enterprise								
<b>Department:</b>	Public Works								
<b>Task Code:</b>	TBD								
<b>Fund:</b>	810								
<b>Funding Source(s):</b>	CV STARR								
<b>Est. Project Costs:</b>	\$150,000.00								
<b>Est. Completion Date:</b>	FY 27/28								
<b>Project Lead:</b>	Undetermined								
<b>Project Description</b>									
Desk area in need of rehab.									
<b>Project Status</b>						<b>Priority:</b>		<b>NONE</b>	
No Updates.									
<b>Project Cost Details</b>									
<b>Funding Source(s):</b>	<b>ACTIVITY</b>								
	<b>Prof. Services</b>	<b>Constuction</b>	<b>Const. Support</b>	<b>Other</b>	<b>Total</b>				
CV STARR		\$ 150,000			\$ 150,000				
					\$ -				
					\$ -				
					\$ -				
					\$ -				
					\$ -				
<b>Total Project Cost:</b>	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000				
<b>Operating Impact of Project</b>									
		<b>Fiscal Year</b>							
<b>Expenditure Line Item:</b>	<b>Prior Year</b>	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>	<b>28-29</b>	<b>Future</b>	<b>Total</b>	
Personnel Costs								\$ -	
Supplies & Material								\$ -	
Maintenance & Repair								\$ -	
Extra								\$ -	
Extra								\$ -	
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



## CV Starr Center Pool Depth Reduction Project

Project: CV Starr Center Pool Depth Reduction Project				
Category:	CV STARR Enterprise			
Department:	Public Works			
Task Code:	TBD			
Fund:				
Funding Source(s):	CV STARR			
Est. Project Costs:	\$320,000.00			
Est. Completion Date:	FY 25/26			
Project Lead:	Carlos Hernandez			



### Project Description

The deep end of the CV Starr Center Competition Pool was designed with a 12'6" max depth to accommodate a diving board at the southwest corner of the pool. The shallow end of the competition pool is a 4' deep. This project will reduce the maximum depth of the swimming pool from 12'6" deep to 7' deep. This will eliminate the diving board, but will ultimately benefit the community by creating a safer pool for all to use. This project also aims to address the staff shortage by making lifeguard training more accessible to individuals seeking employment as a lifeguard at the CV Starr Center by reducing the maximum depth used for training from 12'6" to 7'.

### Project Status

Priority:

**MEDIUM**

The City of Fort Bragg has reached out to contractors that serve Mendocino County under a C53 - Swimming Pool Contractors License in an effort to gauge interest and feasibility in preparation for an official request for bid.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
	\$ 20,000	\$ 300,000			\$ 320,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 20,000	\$ 300,000	\$ -	\$ -	\$ 320,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -





## Charge Up CV Starr

Project: Charge-Up CV Starr	
Category:	Street Maint. & Traffic Safety
Department:	Public Works
Task Code:	TBD
Fund:	
Funding Source(s):	CRP
Est. Project Costs:	\$941,447.00
Est. Completion Date:	FY 27/28
Project Lead:	Chantell O'Neal



### Project Description

The Carbon Reduction Program Grant (CRP) will fund Phase 1 which will cover Engineering Design and Environmental Services for the Installation of up to six (6) Public DC Fast Chargers at the City-owned and operated CV Starr Recreation Facility. Staff will seek additional grant funding for the installation of chargers.

### Project Status

Priority:

**MEDIUM**

CRP Grant awarded in the amount of \$75,546. The \$9,801 of unidentified funds are the required program match.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
CRP	\$ 75,646				\$ 75,646
Unidentified (UI)	\$ 9,801	\$ 856,000			\$ 865,801
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 85,447	\$ 856,000	\$ -	\$ -	\$ 941,447

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -




## Water Enterprise



## Madsen Hole Rainey- Design

Project: MADSEN HOLE RAINEY -DESIGN	
Category:	Water Enterprise
Department:	Public Works
Task Code:	WTR
Fund:	
Funding Source(s):	Water Enterprise
Est. Project Costs:	\$300,000.00
Est. Completion Date:	FY 25/26
Project Lead:	Undetermined



### Project Description

The City's raw water source at Madsen Hole in the Noyo River currently used a Ranney Collector to provide some preliminary treatment at the source prior to pumping the water to the treatment plant. This is especially important during rain events to allow some filtration when turbidity has increased. This type of system is placed below ground to extract water from an aquifer with direct connection to a surface water source. This system has failed and is in need of replacement. This portion of the project includes design services only.

### Project Status

Priority:

**HIGH**

Work expected to begin 2025.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
651- Water Enterprise		\$ 300,000			\$ 300,000
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000

### Operating Impact of Project

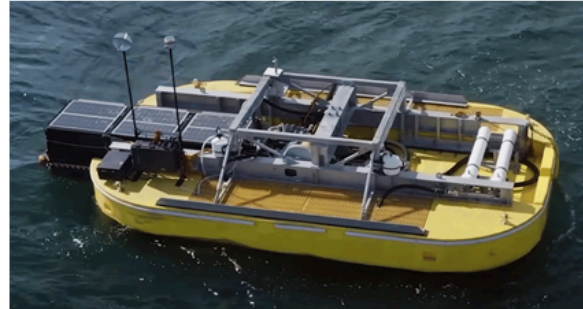
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## Desalination- Ocean Intake- Pilot Project

**Project: Desalination- Ocean Intake- Pilot Project**

<b>Category:</b>	Water Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	WTR 00025
<b>Fund:</b>	610
<b>Funding Source(s):</b>	DWR
<b>Est. Project Costs:</b>	\$1,400,000
<b>Est. Completion Date:</b>	FY 25/26
<b>Project Lead:</b>	John Smith



### Project Description

Wave powered desalination buoy company contacted the City in 2022 to discuss an opportunity for the City to complete a pilot project. This work will require a number of studies and discussions with regulatory agencies, making sure they receive the information needed to deploy the pilot buoy.

### Project Status

**Priority:** HIGH

Consultants are completing the preparation to begin required studies and CEQA analysis.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
651- Water Enterprise	\$ 500,000	\$ 800,000	\$ 100,000		\$ 1,400,000
					\$ -
<b>Total Project Cost:</b>	\$ 500,000	\$ 800,000	\$ 100,000	\$ -	\$ 1,400,000


### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>		\$ 25,000	\$ 30,000					\$ 55,000
<b>Supplies &amp; Material</b>			\$ 10,000					\$ 10,000
<b>Maintenance &amp; Repair</b>								\$ -
<b>Extra</b>								\$ -
<b>Total Operating Impact</b>	\$ -	\$ 25,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 65,000






# Water Treatment Plant Overhaul

Project:		Water Treatment Plant Overhaul						
								
Category:	Water Enterprise							
Department:	Public Works							
Task Code:	WTR 00017							
Fund:	651							
Funding Source(s):	SRF							
Est. Project Costs:	\$12,926,000							
Est. Completion Date:	FY 25/26							
Project Lead:	John Smith/Heath Daniels							
Project Description								
For the past 35 years, two Microfloc Trident 420c units have clarified and filtered the City's water. In 1998, the filter media was replaced and in 2006 clarifier media was added. The units are worn and in need of replacement. Over the years, Microfloc has made several improvements to the design, to make the units more efficient and capable of achieving better filtration, as well as to conserve water. Items included in this overhaul are: increase the filter to waste pipe size (this will allow filters to stay in compliance during operational problems), replace filter media, replace-upgrade filter underdrain, filter wash system, replace clarifier media, replace air manifold, water inlet headers, and sandblast and paint the units. In addition to rehabilitating the water plant, the raw water ponds will be lined to eliminate seepage and an old clarifier will be demolished to open up some space on the site.								
Project Status				Priority:	HIGH			
This project is well into construction and is nearing 80% completion. The contractor has completed improvements to both of the raw water backwash storage ponds, one of the pre-treatment raw water ponds, and the Water Storage Tank No. 2. Work on the second raw water pond is expected to be completed by Q3 of 2025. Improvements to the control building are almost complete, including foundation improvements, restoring pumps, new framing and roofing. Rehabilitation of the filter treatment units is substantially completed and is expected to be completed in Q2 of 2025. Site yard piping improvements will commence in Q2 of 2025 and the current project substantial completion expected by September 2025.								
Project Cost Details								
Funding Source(s):	ACTIVITY					Total		
	Prof. Services	Construction	Const. Support	Other				
651- Water Enterprise	\$ 426,000	\$ 11,697,000	\$ 803,000		\$ 12,926,000			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
Total Project Cost:	\$ 426,000	\$ 11,697,000	\$ 803,000	\$ -	\$ 12,926,000			
Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs	\$ 2,000	\$ 25,000	\$ 35,000	\$ 4,000	\$ 2,500	\$ 2,500	\$ 4,000	\$ 75,000
Supplies & Material		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 6,000
Maintenance & Repair		\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 7,200
Extra		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
Total Operating Impact	\$ 2,000	\$ 27,450	\$ 37,450	\$ 6,450	\$ 4,950	\$ 4,950	\$ 6,450	\$ 89,700




## Pudding Creek Water Main Relocation

Project:		Pudding Creek Water Main Relocation																				
<div><table><tr><td>Category:</td><td>Water Enterprise</td></tr><tr><td>Department:</td><td>Public Works</td></tr><tr><td>Task Code:</td><td>WTR      00014</td></tr><tr><td>Fund:</td><td>651</td></tr><tr><td>Funding Source(s):</td><td>Water Enterprise</td></tr><tr><td>Est. Project Costs:</td><td>\$1,154,576.00</td></tr><tr><td>Est. Completion Date:</td><td>FY      24/25</td></tr><tr><td>Project Lead:</td><td>Diane O'Connor</td></tr></table></div> <div></div>							Category:	Water Enterprise	Department:	Public Works	Task Code:	WTR      00014	Fund:	651	Funding Source(s):	Water Enterprise	Est. Project Costs:	\$1,154,576.00	Est. Completion Date:	FY      24/25	Project Lead:	Diane O'Connor
Category:	Water Enterprise																					
Department:	Public Works																					
Task Code:	WTR      00014																					
Fund:	651																					
Funding Source(s):	Water Enterprise																					
Est. Project Costs:	\$1,154,576.00																					
Est. Completion Date:	FY      24/25																					
Project Lead:	Diane O'Connor																					
Project Description																						
The pipeline providing treated water to the north side of town is currently located on the remains of Georgia Pacific's Pudding Creek Dam. To eliminate the on-going risk to the water main presented by a compromised dam, the water main will be relocated to the nearby Highway 1 (N. Main Street) bridge over Pudding Creek. The water main design is currently underway, and the City is coordinating with Caltrans to accommodate the relocation as part of the future widening of the bridge, to be completed in 2022. CalTrans has included the necessary supports for the new water main in their bridge plans, along with the relocation of our sewer force main, however, the City will need to provide funding from the Water Enterprise Fund for the actual construction of the pipeline.																						
Project Status					Priority:	HIGH																
The project has been 99% completed but the City has not yet been invoiced by Caltrans for the project costs.																						
Project Cost Details																						
Funding Source(s):	ACTIVITY					Total																
	Prof. Services	Construction	Const. Support	Other																		
651- Water Enterprise	\$            139,126	\$        1,015,450			\$   1,154,576																	
					\$        -																	
Total Project Cost:	\$            139,126	\$        1,015,450	\$            -	\$            -	\$   1,154,576																	
Operating Impact of Project																						
		Fiscal Year																				
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total														
Personnel Costs	\$    5,000	\$    5,000	\$    5,000	\$    5,000	\$    5,000	\$    5,000	\$    5,000	\$    35,000														
Supplies & Material	\$     200	\$     200	\$     200	\$     200	\$     200	\$     200	\$     200	\$    1,400														
Maintenance & Repair		\$     250	\$     250	\$     250	\$     250	\$     250	\$     250	\$    1,500														
Extra		\$     150	\$     150	\$     150	\$     150	\$     150	\$     150	\$     900														
Total Operating Impact	\$   5,200	\$   5,600	\$   5,600	\$   5,600	\$   5,600	\$   5,600	\$   5,600	\$   38,800														



## Raw Water Line- All Phases

Project:		Raw Water Line- All Phases																			
<table><tr><td>Category:</td><td>Water Enterprise</td></tr><tr><td>Department:</td><td>Public Works</td></tr><tr><td>Task Code:</td><td>WTR 00016</td></tr><tr><td>Fund:</td><td>610</td></tr><tr><td>Funding Source(s):</td><td>DWR</td></tr><tr><td>Est. Project Costs:</td><td>\$9,810,487.00</td></tr><tr><td>Est. Completion Date:</td><td>FY 25/26</td></tr><tr><td>Project Lead:</td><td>Diane O'Connor</td></tr></table>		Category:	Water Enterprise	Department:	Public Works	Task Code:	WTR 00016	Fund:	610	Funding Source(s):	DWR	Est. Project Costs:	\$9,810,487.00	Est. Completion Date:	FY 25/26	Project Lead:	Diane O'Connor				
Category:	Water Enterprise																				
Department:	Public Works																				
Task Code:	WTR 00016																				
Fund:	610																				
Funding Source(s):	DWR																				
Est. Project Costs:	\$9,810,487.00																				
Est. Completion Date:	FY 25/26																				
Project Lead:	Diane O'Connor																				
Project Description																					
<p>The City of Fort Bragg receives its water from three sources: Waterfall Gulch, Newman Gulch, and the Noyo River. The raw water from Waterfall Gulch and Newman Gulch gravity flows through a transmission system of PVC, asbestos cement, ductile iron and steel pipe to the Water Treatment Plant. Much of this transmission line traverses steep, remote, and environmentally sensitive terrane, and has been in place for decades. Failures are more and more common, and it is essential that all of the City's transmission lines remain operational.</p> <p>The engineering design includes over two miles of pipeline that will either replace or relocate the existing system to a less environmentally sensitive location, and is nearing completion. The plans are being developed to allow for construction in up to four segments, depending on the amount of funding initially available. The approved design will involve significant environmental permitting, and there will likely be timber harvest associated with some portions, including the area between Summers Lane Reservoir and the Noyo River that is owned by Lyme Redwood Timberlands.</p> <p>The City has been awarded grant funding in the amount of \$8,797,500 by the Department of Water Resources Urban and Multibenefit Drought Relief Grant to pay for project construction.</p>																					
Project Status				Priority:	HIGH																
Project design is complete and the permitting process is ongoing. Construction has been awarded and is anticipated to start in 2024.																					
Project Cost Details																					
Funding Source(s):	ACTIVITY																				
	Prof. Services	Construction	Const. Support	Other	Total																
651- Water Enterprise	\$ 871,550	\$ 8,378,937	\$ 560,000		\$ 9,810,487																
					\$ -																
					\$ -																
Total Project Cost:	\$ 871,550	\$ 8,378,937	\$ 560,000	\$ -	\$ 9,810,487																
Operating Impact of Project																					
	Fiscal Year																				
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total													
Personnel Costs	\$ 1,000	\$ 1,500	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 8,500													
Supplies & Material		\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,200													
Maintenance & Repair	\$ 250	\$ 500	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 5,750													
Extra	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,050													
Total Operating Impact	\$ 1,400	\$ 2,350	\$ 2,550	\$ 2,550	\$ 2,550	\$ 2,550	\$ 2,550	\$ 16,500													



## Raw Water Reservoirs- 135 AF

**Project: RAW WATER RESERVOIRS- 135 AF**

<b>Category:</b>	Water Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	WTR 00024
<b>Fund:</b>	651
<b>Funding Source(s):</b>	Water Enterprise
<b>Est. Project Costs:</b>	\$14,750,000.00
<b>Est. Completion Date:</b>	FY 27/28
<b>Project Lead:</b>	Undetermined



### Project Description

The City purchased 580 acres formerly belonging to MCRPD with the intent of building 3 new reservoirs similar in size to the existing Summers Lane Reservoir, which is located on an adjacent parcel to the NW. The additional reservoirs will allow the City to pump water from the Noyo River during the winter months when flows are high and store the water until summer. Drawing from the reservoirs during the summer months will enable the City to leave the summer flows in the Noyo, benefitting the native species. The property contains the rare and endemic Mendocino Cypress Woodland which has been mapped by CDFW. The City will locate the new reservoirs in a fenced complex over the most disturbed areas, and intends to create a community forest on the remaining property using conservation easements.

### Project Status

**Priority: HIGH**

The project will go out for design in summer of 2024. It is anticipated that all of the studies necessary for the environmental compliance will take at least 2 years to complete.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
651 - Water Enterprise	\$ 1,400,000	\$ 9,750,000	\$ 1,200,000		\$ 12,350,000
					\$ -
<b>Total Project Cost:</b>	\$ 1,400,000	\$ 9,750,000	\$ 1,200,000	\$ -	\$ 12,350,000


### Operating Impact of Project

Expenditure Line Item :	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>		\$ 25,000	\$ 25,000					\$ 50,000
<b>Supplies &amp; Material</b>		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
<b>Maintenance &amp; Repair</b>		\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 1,800
<b>Extra</b>		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 600
<b>Total Operating Impact</b>	\$ -	\$ 25,650	\$ 25,650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 53,900





# Distribution System Rehabilitation

Project: DISTRIBUTION SYSTEM REHABILITATION									
Category:	Water Enterprise								
Department:	Public Works								
Task Code:	WTR 00023								
Fund:	610								
Funding Source(s):	Water Enterprise								
Est. Project Costs:	\$15,850,000.00								
Est. Completion Date:	FY 27/28								
Project Lead:	Chantell O'Neal								

## Project Description

The project will review the entire water distribution system, including pipe type, valve placement, depth to pipe, GIS mapping of the system, bottle neck review and other related equipment and efficiency review. ☐ The Water Treatment Plant is located within the City's Corporation Yard at 31301 Cedar Street in Fort Bragg.

☐ Water supply comes from three (3) surface water sources.

☐ Two are spring fed; sourced from Waterfall Gulch and Newman Gulch. These two surface diversions flow via gravity through the raw water pipeline to the water treatment plant.

☐ The third is a pump drawing from the Noyo River. The Noyo River diversion includes a wet well at the Noyo River and a pump station that is a separate conduit that carries raw water to the treatment plant.

☐ A 45-Acre-Foot Reservoir at the end of Summers Lane that provides emergency water storage during low flow conditions. The reservoir draws and stores water from Waterfall Gulch.

☐ A Small Desalination Plant has been operational since the fall of 2021. The desalination intake is the same as the Noyo River pump. Brackish water in the river occurring during low flows and high ocean tides is pumped to a storage tank at the water treatment plant. The desalination plant treats this brackish water before discharge to the raw water ponds where it is sent to the treatment plant for further processing.

☐ There are four (4) Finished Water Tanks, three 1.5-million-gallon tanks are located at the Corporation Yard and another 0.3-million-gallon tank located on Highway just outside the City Limits.

☐ Water is supplied to customers primarily via gravity flow through the water Distribution System.

☐ Gravity delivery uses water service pressures controlled by water surface elevations in the water treatment plant storage.

## Project Status

Priority:

MEDIUM

Design is underway with completion expected late this year. The completed study will provide a list of future projects necessary to rehabilitate the system.

## Project Cost Details


Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
651- Water Enterprise	\$ 850,000	\$ 15,000,000			\$ 15,850,000
					\$ -
<b>Total Project Cost:</b>	\$ 850,000	\$ 15,000,000	\$ -	\$ -	\$ 15,850,000

## Operating Impact of Project

Expenditure Line Item :	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs		\$ 2,500	\$ 2,000					\$ 4,500
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ 2,500	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 4,500



## Water Meter Replacement

Project: WATER METER REPLACEMENT								
<b>Category:</b>	Water Enterprise							
<b>Department:</b>	Public Works							
<b>Task Code:</b>	WTR 00020							
<b>Fund:</b>	610							
<b>Funding Source(s):</b>	Water Enterprise							
<b>Est. Project Costs:</b>	\$2,944,365.00							
<b>Est. Completion Date:</b>	FY 24/25							
<b>Project Lead:</b>	Diane O'Connor							
								
Project Description								
This project will replace and upgrade water meters throughout town. The current water meters were installed in 2007 with a 10 to 15 year lifespan. Replacement meters will measure water more precisely allowing for improved leak detection. Remote control of the meters will permit it more timely response to water service turn-on and turn-offs.								
<b>Project Status</b>					<b>Priority:</b>	<b>HIGH</b>		
This project is underway. The 3/4" meters were delayed by Badger for over 1 year.								
Project Cost Details								
Funding Source(s):	ACTIVITY							
	Prof. Services	Construction	Const. Support	Other	Total			
CDBG		\$ 2,600,000	\$ 250,000		\$ 2,850,000			
					\$ -			
<b>Total Project Cost:</b>	\$ -	\$ 2,600,000	\$ 250,000	\$ -	\$ 2,850,000			
Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
<b>Personnel Costs</b>		\$ 25,000	\$ 45,000	\$ 20,000				\$ 90,000
<b>Supplies &amp; Material</b>		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
<b>Maintenance &amp; Repair</b>		\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 1,650
<b>Extra</b>		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 600
<b>Total Operating Impact</b>	\$ -	\$ 25,625	\$ 45,625	\$ 20,625	\$ 625	\$ 625	\$ 625	\$ 93,750



## Pudding Creek Water Main Extension (See WW-5)

Project: WATER MAIN EXTENSION NORTH FORT BRAGG	
Category:	Water Enterprise
Department:	Public Works
Task Code:	TBD
Fund:	651
Funding Source(s):	Water Enterprise
Est. Project Costs:	\$3,400,000.00
Est. Completion Date:	FY 26/27
Project Lead:	Alfredo Huerta



### Project Description

The City's water and sewer infrastructure currently ends at Airport Road, about 3,000 feet short of the City Limits. In order to improve water pressure for fire protection, an existing section of 8" pipe needs to be upsized to a 10" main. This will require that a main be installed both along Highway 1 and along the Haul Road, which is owned by MacKerricher State Park.

### Project Status

Priority: **LOW**

The distribution system study that is underway will include some preliminary evaluation of this project, and may help identify future funding sources. The future project will be expanded from those preliminary studies. A request for proposals for the design water main extension is expected to be distributed by city staff in Q3 of 2025.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
651- Water Enterprise	\$ 300,000	\$ 1,800,000	\$ 300,000		\$ 2,400,000
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 300,000	\$ 1,800,000	\$ 300,000	\$ -	\$ 2,400,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>		\$ 10,000	\$ 12,000					\$ 22,000
<b>Supplies &amp; Material</b>		\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 4,800
<b>Maintenance &amp; Repair</b>		\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 3,000
<b>Extra</b>		\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 750
<b>Total Operating Impact</b>	\$ -	\$ 11,425	\$ 13,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 30,550



## Recycled Water

Project: RECYCLED WATER	
<b>Category:</b>	Water Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	WTR 00026
<b>Fund:</b>	610
<b>Funding Source(s):</b>	WRFP / U/I
<b>Est. Project Costs:</b>	\$9,500,000.00
<b>Est. Completion Date:</b>	FY 27/28
<b>Project Lead:</b>	Undetermined

Project Description	
Initial stage of the project is to conduct a feasibility study, which will identify the optimal approach to the project, and produce documentation required for the aquisition of federal funding for the design and construction phases. This will result in the addition of a tertiary treatment after the secondary treatment within the Wastewater Treatment Plant, increasing the WW effluent cleanliness for direct/indirect re-use.	


Project Status	Priority: MEDIUM
Recycled Water Feasibility Study is in progress, funded by a \$500,000 WRFP Grant. Feasibility Study work will be completed by the end of May, 2026.	

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
651- Water Enterprise	\$ -	\$ 8,500,000	\$ 500,000		\$ 9,000,000
WRFP Grant	\$ 500,000				\$ 500,000
<b>Total Project Cost:</b>	\$ 500,000	\$ 8,500,000	\$ 500,000	\$ -	\$ 9,500,000

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000			\$ 4,000
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ 4,000




## Water Tank #1 Replacement

<b>Project: WATER TANK #1 REPLACEMENT</b>								
<b>Category:</b>	Water Enterprise							
<b>Department:</b>	Public Works							
<b>Task Code:</b>	TBD							
<b>Fund:</b>	651							
<b>Funding Source(s):</b>	UI							
<b>Est. Project Costs:</b>	\$6,000,000							
<b>Est. Completion Date:</b>	FY 28/29							
<b>Project Lead:</b>	Undetermined							
								
<b>Project Description</b>								
<p>This project will replace the remaining water tank that has reached the end of its useful life. In addition to providing valuable storage of finished water, it will also allow for the periodic drainage of each of the three tanks in the City's water treatment system for regular maintenance of each tank's interior.</p>								
<b>Project Status</b>						<b>Priority:</b>	LOW	
Beyond CIP								
<b>Project Cost Details</b>								
<b>Funding Source(s):</b>	<b>ACTIVITY</b>							
	<b>Prof. Services</b>	<b>Construction</b>	<b>Const. Support</b>	<b>Other</b>	<b>Total</b>			
Unidentified	\$ 250,000	\$ 5,750,000			\$ 6,000,000			
					\$ -			
<b>Total Project Cost:</b>	\$ 250,000	\$ 5,750,000	\$ -	\$ -	\$ 6,000,000			
<b>Operating Impact of Project</b>								
	<b>Fiscal Year</b>							
<b>Expenditure Line Item:</b>	<b>Prior Year</b>	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>	<b>28-29</b>	<b>Future</b>	<b>Total</b>
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -






## Pudding Creek Water Main Paint

Project:		Pudding Creek Water Main Paint						
<b>Category:</b>	Water Enterprise							
<b>Department:</b>	Public Works							
<b>Task Code:</b>								
<b>Fund:</b>	651							
<b>Funding Source(s):</b>	Water Enterprise							
<b>Est. Project Costs:</b>	\$100,000.00							
<b>Est. Completion Date:</b>	FY 25/26							
<b>Project Lead:</b>	Alfredo Huerta							
Project Description								
<p>The pipeline providing treated water to the north side of town was relocated to the nearby Highway 1 (N. Main Street) bridge over Pudding Creek as part of the Caltrans bridge widening project that took place in 2023. This painting project will help with the overall longevity of the pipe that is exposed to the elements.</p>								
Project Status					Priority:	HIGH		
<p>The city has been provided with three cost estimates for this work. This project is expected to take place in Q3 of 2025.</p>								
Project Cost Details								
Funding Source(s):	ACTIVITY							
	Prof. Services	Construction	Const. Support	Other	Total			
651- Water Enterprise		\$ 100,000			\$ 100,000			
					\$ -			
<b>Total Project Cost:</b>	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000			
Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
<b>Personnel Costs</b>	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 35,000
<b>Supplies &amp; Material</b>	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,400
<b>Maintenance &amp; Repair</b>		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
<b>Extra</b>		\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 900
<b>Total Operating Impact</b>	\$ 5,200	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 38,800



## Brush Creek Culvert Replacement

Project: Brush Creek Culvert Replacement	
Category:	Other
Department:	Public Works
Task Code:	TBD
Fund:	
Funding Source(s):	Water Enterprise
Est. Project Costs:	\$90,000.00
Est. Completion Date:	FY 25/26
Project Lead:	Undetermined



### Project Description

A Culvert crossing under Brush Creek Road washed out the roadway due to high storm flows. The Culvert's capacity was exceeded, surcharging upstream until the roadway crest was reached, then overtopping the road. The City of Fort Bragg will utilize on-call engineering services with Lumos Engineering Inc. to develop a plan of action for repairing this section of roadway. This project aims to replace the existing culvert and reconstruct the roadway with adequate road armoring to prevent the reoccurrence of a roadway washout.

### Project Status

Priority: **NONE**

The city of Fort Bragg met with the United States Water Board, the United States Army Corps of Engineers, and Fish and Wildlife on December 11, 2024, to assess the situation at Brush Creek and set expectations for future steps. Lumos Engineering Inc. has provided the city with drainage calculations for the Brush Creek Culvert Replacement Project as of February 27, 2025, and the City is working towards getting a set of drawings together to begin the permitting process.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
	\$ 10,000	\$ 80,000			\$ 90,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 10,000	\$ 80,000	\$ -	\$ -	\$ 90,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## Cedar Street Water Line Replacement

Project: Cedar Street Water Line Replacement	
Category:	Water Enterprise
Department:	Public Works
Task Code:	TBD
Fund:	
Funding Source(s):	
Est. Project Costs:	\$3,620,000.00
Est. Completion Date:	FY 26/27
Project Lead:	Unidentified



### Project Description

This project was a recommendation from the Water Distribution System Master Planning Efforts. The project is to replace the water main on Cedar Street and to upsize to a 16" main.

### Project Status

Priority: MEDIUM

The Water Master Plan being finalized in 2025 provides an in-depth projectg analysis

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
651- Water Enterprise	\$ 320,000	\$ 2,960,000	\$ 340,000		\$ 3,620,000
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 320,000	\$ 2,960,000	\$ 340,000	\$ -	\$ 3,620,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -





## Wastewater Enterprise



## Collection System Rehabilitation

### Project: COLLECTION SYSTEM REHABILITATION

<b>Category:</b>	Wastewater Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	WW 00016
<b>Fund:</b>	715
<b>Funding Source(s):</b>	Wastewater
<b>Est. Project Costs:</b>	\$12,750,000.00
<b>Est. Completion Date:</b>	FY 27/28
<b>Project Lead:</b>	Chantell O'Neal



### Project Description

The City has an on-going program to rehabilitate or repair sewer mains that are failing when leak repairs have become chronic or a significant source of infiltration and inflow (I & I) has been identified. These projects involve the replacement of major portions of failing infrastructure and are considered capital projects rather than ordinary repair or maintenance activities. These projects are generally performed every two years. They utilize technologies that reline the interior of the sewer pipe with minimum disturbance to the surface of overlying streets and alleys. The project will include a full assessment of the collection system. It will review bottle necks, Inflow and infiltration locations within the system improved pipe replacement options.

### Project Status

**Priority:** HIGH

This project was originally scheduled to be completed in tandem with the distribution Master Plan, however it was delayed due to funding constraints. An award for consultant contract was made in November 2023 and the development of the master plan is underway. The Master Planning Documents are expected to be near the beginning of this fiscal year. Capital projects that result from this study will be reflected in the FY 25/26 budget.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
715- Wastewater	\$ 750,000	\$ 11,000,000	\$ 1,000,000		\$ 12,750,000
					\$ -
<b>Total Project Cost:</b>	\$ 750,000	\$ 11,000,000	\$ 1,000,000	\$ -	\$ 12,750,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								
Supplies & Material								
Maintenance & Repair								
Extra								
<b>Total Operating Impact</b>								



## Pudding Creek Sewer Main Relocation

**Project: PUDDING CREEK SEWER MAIN RELOCATION**

<b>Category:</b>	Wastewater Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	WTR 00014
<b>Fund:</b>	716
<b>Funding Source(s):</b>	UI
<b>Est. Project Costs:</b>	\$400,000.00
<b>Est. Completion Date:</b>	FY 25/26
<b>Project Lead:</b>	Diane O'Connor



### Project Description

The pipeline bringing raw sewage from the north side of town to the wastewater treatment plant is located on the west side of the Pudding Creek Bridge. The pipeline will need to be relocated several feet to accommodate the bridge widening proposed by Caltrans.

### Project Status

**Priority: MEDIUM**

The project has been 99% completed but the City has not yet been invoiced by Caltrans for the project costs.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
716- Wastewater		\$ 400,000			\$ 400,000
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 400,000	\$ -	\$ -	\$ 400,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## Onsite Sodium Hypochlorite Generator

**Project:     ONSITE SODIUM HYPOCHLORITE GENERATOR**

<b>Category:</b>	Wastewater Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	WW Fund
<b>Funding Source(s):</b>	716
<b>Est. Project Costs:</b>	\$300,000
<b>Est. Completion Date:</b>	FY       23/24
<b>Project Lead:</b>	Alden Ramos



### Project Description

This project will reduce cost per gallon on product and reduce GHG by eliminating hauling of chemical.

### Project Status

**Priority:**

**MEDIUM**

Equipment has been ordered. Installation in-progress.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
716- Wastewater		\$ 300,000			\$ 300,000
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000

### Operating Impact of Project


Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>		\$ 3,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 15,500
<b>Supplies &amp; Material</b>		\$ 500	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 2,000
<b>Maintenance &amp; Repair</b>		\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 2,100
<b>Extra</b>		\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 900
<b>Extra</b>								\$ -
<b>Total Operating Impact</b>	\$ -	\$ 4,000	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300	\$ 20,500





## Elm Street Pump Station

<b>Project: ELM STREET PUMP STATION</b>	
<b>Category:</b>	Wastewater Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	WWP
<b>Fund:</b>	716
<b>Funding Source(s):</b>	Wastewater Enterprise
<b>Est. Project Costs:</b>	\$80,000.00
<b>Est. Completion Date:</b>	FY 23/24
<b>Project Lead:</b>	Alden Ramos



**Project Complete**

Project Description	
<p>The lift station was installed in 1971 and has served the community for over 50 years. This project consists of replacement of existing pipe header to continue operations of the pump station.</p>	

Project Status	Priority:	HIGH
Complete.		


Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
716- Wastewater		\$ 75,000			\$ 75,000
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 75,000	\$ -	\$ -	\$ 75,000

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs		\$ 2,500						\$ 2,500
Supplies & Material		\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,200
Maintenance & Repair		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ 2,950	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 5,200



## Dryer Building Reconstruction

Project:    BIOSOLIDS DRYER BUILDING	
<b>Category:</b>	Wastewater Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	WWP    00024
<b>Fund:</b>	716
<b>Funding Source(s):</b>	WW FUND, UNIDENTIFIED
<b>Est. Project Costs:</b>	\$3,887,872.00
<b>Est. Completion Date:</b>	FY    26/27
<b>Project Lead:</b>	Alfredo Huerta



Project Description	
<p>The existing dryer building is a metal frame building with laminate exterior that has corroded over the years and is in need of reconstruction. This project will reconstruct this building with wood framing over the existing foundation. This building will house future biosolids drying equipment that will help improve the current waste handling process at our wastewater facility. There is a current feasibility study taking place that will help us determine which equipment is best for our existing plant.</p>	

Project Status	Priority:	MEDIUM
<p>The design of the dryer building was finalized in Q4 of 2024. Formal Bid solicitation will be distributed in Q3 of 2025, with construction expected to be completed in Q4 of 2025. The current feasibility study will be completed in Q2 of 2025, but funding for the new drying equipment is yet to be identified.</p>		

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
716- Wastewater	\$        52,480	\$    335,392		\$ 3,500,000	\$ 3,887,872
					\$           -
<b>Total Project Cost:</b>	\$        52,480	\$    335,392	\$           -	\$ 3,500,000	\$ 3,887,872

Operating Impact of Project								
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs	\$    750	\$    750	\$    750	\$    750	\$    750	\$    750	\$    4,500	\$    9,000
Supplies & Material	\$    200	\$    200	\$    200	\$    200	\$    200	\$    200	\$    1,200	\$    2,400
Maintenance & Repair	\$    250	\$    250	\$    250	\$    250	\$    250	\$    250	\$    1,500	\$    3,000
Extra								\$           -
<b>Total Operating Impact</b>	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 7,200	\$ 14,400



## Sewer Main Extension North Fort Bragg (See WRT-9)

Project: SEWER MAIN EXTENSION NORTH FORT BRAGG (SEE WTR-9)	
Category:	Water Enterprise
Department:	Public Works
Task Code:	TBD
Fund:	651
Funding Source(s):	UI
Est. Project Costs:	\$1,750,000.00
Est. Completion Date:	FY 26/27
Project Lead:	Undetermined



### Project Description

The City's water and sewer infrastructure currently ends at Airport Road, about 3,000 feet short of the City Limits. In order to improve water pressure for fire protection, an existing section of 8" pipe needs to be upsized to a 10" main. This will require that a main be installed both along Highway 1 and along the Haul Road, which is owned by MacKerricher State Park.

### Project Status

Priority: **LOW**

The collection system study that is underway will include some preliminary evaluation this project, and may help identify future funding sources. The future project will be expanded from those preliminary studies.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
615- Water Enterprise	\$ 175,000	\$ 1,425,000	\$ 150,000		\$ 1,750,000
					\$ -
					\$ -
<b>Total Project Cost:</b>	<b>\$ 175,000</b>	<b>\$ 1,425,000</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ 1,750,000</b>

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>		\$ 10,000	\$ 12,000					\$ 22,000
<b>Supplies &amp; Material</b>		\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 4,800
<b>Maintenance &amp; Repair</b>		\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 3,000
<b>Extra</b>		\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 750
<b>Total Operating Impact</b>	<b>\$ -</b>	<b>\$ 11,425</b>	<b>\$ 13,425</b>	<b>\$ 1,425</b>	<b>\$ 1,425</b>	<b>\$ 1,425</b>	<b>\$ 1,425</b>	<b>\$ 30,550</b>



## Biosolids Storage Structure

### Project: Biosolids Material Storage Building

<b>Category:</b>	Wastewater Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	WW 00025
<b>Fund:</b>	716
<b>Funding Source(s):</b>	WW CAP FEES, WW FUND
<b>Est. Project Costs:</b>	\$1,037,921.00
<b>Est. Completion Date:</b>	FY 25/26
<b>Project Lead:</b>	Alfredo Huerta



### Project Description

The biosolids storage structure project will help facilitate the handling of biosolids that result from the Waste Water Treatment process as well as reducing staff time double handling material. Our current process involves air drying biosolids, but the exposure to the elements creates extra work for staff on days when there is heavy fog or rain. The proposed biosolids storage structures will provide a solution for our staff to allow the material to dry before disposing while helping protect it from the environment on the coast. The buildings will consist of stick built structure over a slab on grade and perimeter walls.

### Project Status

**Priority:** MEDIUM

The design of the biosolids material storage building will be completed in Q2 of 2025. Construction of the building is expected to take place in Q3 of 2025. Once budget is approved, we will move forward with this project bid process.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
716- Wastewater	\$ 18,000	\$ 1,017,421		\$ 2,500	\$ 1,037,921
					\$ -
<b>Total Project Cost:</b>	\$ 18,000	\$ 1,017,421	\$ -	\$ 2,500	\$ 1,037,921

### Operating Impact of Project

		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
<b>Personnel Costs</b>		\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 4,500
<b>Supplies &amp; Material</b>		\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,200
<b>Maintenance &amp; Repair</b>		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
<b>Extra</b>								\$ -
<b>Total Operating Impact</b>	\$ -	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 7,200





## CIPP-Force Mains Project

<b>Project: CIPP-Force Mains Project</b>
--

<b>Category:</b>	Wastewater Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	716
<b>Funding Source(s):</b>	WW Funds
<b>Est. Project Costs:</b>	\$1,400,000.00
<b>Est. Completion Date:</b>	FY 25/26
<b>Project Lead:</b>	Diane O'Connor



### Project Description

Cure in Place Pipe rehabilitation of the North and South Noyo Pump Station Force Mains

### Project Status

**Priority:**

HIGH

In-Design as of May 2025.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Project Cost:	\$ -	\$ -	\$ -	\$ -	\$ -

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>								\$ -
<b>Supplies &amp; Material</b>								\$ -
<b>Maintenance &amp; Repair</b>								\$ -
<b>Extra</b>								\$ -
<b>Extra</b>								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## WWTP Main Replacement

### Project: WWTP Main Replacement

Category:	Wastewater Enterprise
Department:	Public Works
Task Code:	TBD
Fund:	
Funding Source(s):	Unidentified
Est. Project Costs:	\$3,000,000.00
Est. Completion Date:	FY 27/28
Project Lead:	Unidentified



### Project Description

Replacement of the 36" CMP water water line that leads to the treatment plant.

### Project Status

Priority:

MEDIUM

Project identified in the Collection Systems Master Plan.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Unidentified		\$ 3,000,000			\$ 3,000,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

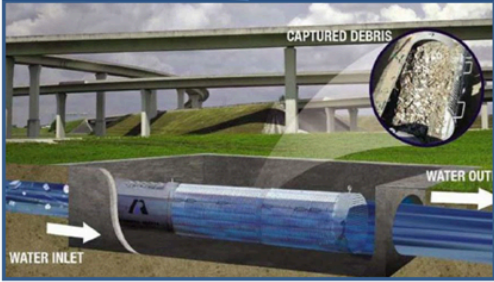


## Storm Water



## Trash Capture Device

<b>Project: TRASH CAPTURE DEVICES</b>					
<b>Category:</b>	Stormwater Enterprise				
<b>Department:</b>	Public Works				
<b>Task Code:</b>	PWP 00119				
<b>Fund:</b>					
<b>Funding Source(s):</b>	SD Capacity Fees & Grants				
<b>Est. Project Costs:</b>	<b>\$5,307,000.00</b>				
<b>Est. Completion Date:</b>	FY 27/28				
<b>Project Lead:</b>	Undetermined				



Project Description	
<p>The City is planning to install six a combination of (6) high-flow capacity (HFC) trash capture devices and eight (8) inlet-based trash capture devices inside of existing City storm drain infrastructure in response to Water Code Section 13383 Order, issued by the State Water Board in 2017. The HFC devices will capture and prevent trash from traveling via the storm drains to receiving water bodies. Trash in local watersheds poses a serious threat to surface water quality and aquatic species if transported to local creeks, rivers, or the Pacific Ocean. This project is in response to new State mandates that public storm water systems capture and divert litter/trash from entering the storm drain system to prevent the pollution of receiving waters in streams or the ocean. .</p>	

Project Status	Priority:	MEDIUM
<p>State Water Board Regulations require this project be completed by 2030. In November, Schaaf &amp; Wheeler was hired to prepare 30% designs for the project grant submittal to NOAA for the installation of the first three (3) devices. Staff will continue to work with the consultant to further the design plans to make the project more competitive for grant funding (i.e. shovel ready).</p>		

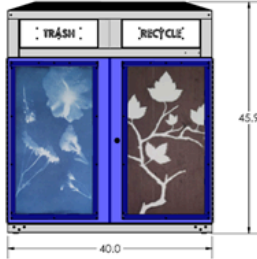

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
U/I	\$ 457,000	\$ 4,330,000	\$ 520,000		\$ 5,307,000
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 457,000	\$ 4,330,000	\$ 520,000	\$ -	\$ 5,307,000

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs		\$ 3,500						\$ 3,500
Supplies & Materials			\$ 2,066	\$ 2,134				\$ 4,200
Maintenance & Repair			\$ 3,099	\$ 3,201				\$ 6,300
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ 3,500	\$ 5,165	\$ 5,335	\$ -	\$ -	\$ -	\$ 14,000



## Trash Cans City Wide (Art and Beautification Project)

Project: TRASH CANS CITY WIDE (ART AND BEAUTIFICATION PROJECT)	
Category:	Stormwater Enterprise
Department:	Public Works
Task Code:	PWP 00134
Fund:	
Funding Source(s):	CLEAN CA GRANT
Est. Project Costs:	\$280,000.00
Est. Completion Date:	FY 23/24
Project Lead:	Kevin McDannold

Project Description	
<p>This project involves curating and installing 55 new eye-catching art-wrapped dual waste/recycling bins and renovating 20 others. These bins will be strategically placed in three high-trash generating areas within the city. The project was inspired by similar initiatives in other communities and reflects the city's commitment to using art for creative placemaking.</p> <p>Each area will feature thematic designs highlighting their environmental significance, serving as reminders of the importance of stewardship. Along the Coastal Trail, themes will focus on aquatic animals and their habitats, taking advantage of the area's proximity to whale migration routes. The Central Business District will showcase local flora and fauna, while school/park zones will feature fictional monsters/creatures promoting waste reduction.</p>	

Project Status	Priority: MEDIUM
Installation of the new cans has begun and is expected to be completed by November 2025. Grant requires project to be completed by June 2026.	

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
CLEAN CA GRANT	\$ 10,000	\$ 260,000	\$ 10,000		\$ 280,000
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 10,000	\$ 260,000	\$ 10,000	\$ -	\$ 280,000

Operating Impact of Project								
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs		\$ 2,500						\$ 2,500
Supplies & Materials		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 600
Maintenance & Repair		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
Extra		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 600
<b>Total Operating Impact</b>	\$ -	\$ 2,950	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 5,200



## Minnesota /Riverview Storm

Project: Minnesota/Riverview Storm Drain Repair									
Category:		Stormwater Enterprise							
Department:		Public Works							
Task Code:		PWD 0031							
Fund:									
Funding Source(s):		Unidentified							
Est. Project Costs:		\$60,000.00							
Est. Completion Date:		FY 25/26							
Project Lead:		Carlos Hernandez							
Project Description									
<p>The Minnesota/Riverview Storm Drain repair Project consists of replacing 60 linear feet of rotted corrugated metal storm drain pipe that has collapsed, forming a sinkhole on private property. Construction drawings have been provided by City on-call engineering service with Lumos Engineering. Marie Jones Consulting will assist in obtaining the Coastal Development Permit required to perform the work, and the city will put this project out to bid for construction once approved. The City currently anticipates \$10,000 for professional services consisting of drawings, a biological study, and a coastal development permit. The City has budgeted an additional \$50,000 for construction.</p>									
Project Status						Priority:	MEDIUM		
<p>Construction drawings have been received, and an Informal solicitation for bids was sent out in January of 2025. A biological study was performed in February of 2025, and the Coastal development permit is in progress as of March 2025.</p>									
Project Cost Details									
Funding Source(s):	ACTIVITY								
	Prof. Services	Construction	Const. Support	Other	Total				
	\$ 10,000	\$ 50,000			\$ 60,000				
					\$ -				
					\$ -				
					\$ -				
					\$ -				
					\$ -				
Total Project Cost:	\$ 10,000	\$ 50,000	\$ -	\$ -	\$ 60,000				
Operating Impact of Project									
		Fiscal Year							
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total	
Personnel Costs								\$ -	
Supplies & Material								\$ -	
Maintenance & Repair								\$ -	
Extra								\$ -	
Extra								\$ -	
Total Operating Impact	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	





# Stormwater Program Asset Management Plan

Project		Stormwater Program Asset Management Plan				
Category:	Stormwater Enterprise					
Department:	Public Works					
Task Code:	TBD					
Fund:						
Funding Source(s):	OWP/CAP FEES					
Est. Project Costs:	\$82,566.00					
Est. Completion Date:	FY 25/26					
Project Lead:	Chantell O'Neal					



Assets  
Service  
Criticality  
Life Cycle  
Funding



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# STATISTICAL DATA

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# Population Overview



TOTAL POPULATION

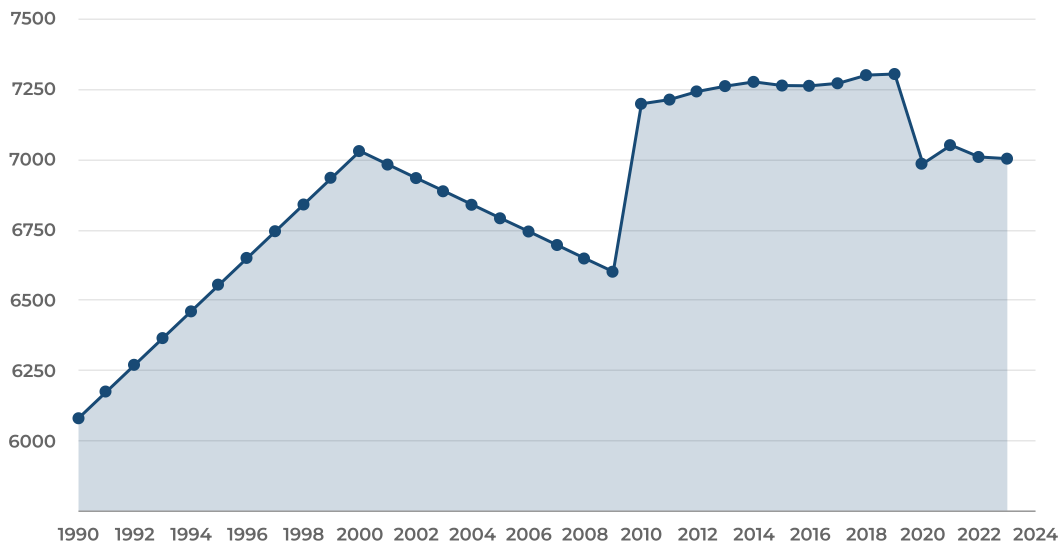
**7,001**

▼ **.09%**  
vs. 2022

GROWTH RANK

**183** out of **503**

Municipalities in California



\* Data Source: U.S. Census Bureau American Community Survey 5-year Data and the 2020, 2010, 2000, and 1990 Decennial Censuses



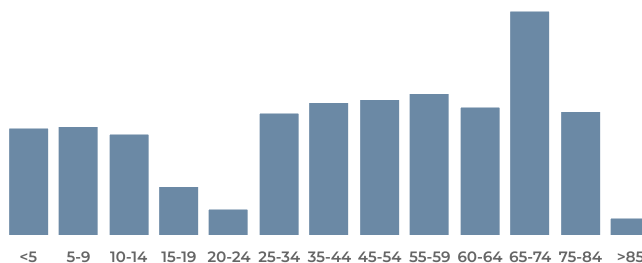
DAYTIME POPULATION

**8,492**

Daytime population represents the effect of persons coming into or leaving a community for work, entertainment, shopping, etc. during the typical workday. An increased daytime population puts greater demand on host community services which directly impacts operational costs.

\* Data Source: American Community Survey 5-year estimates

## POPULATION BY AGE GROUP



Aging affects the needs and lifestyle choices of residents. Municipalities must adjust and plan services accordingly.

\* Data Source: American Community Survey 5-year estimates

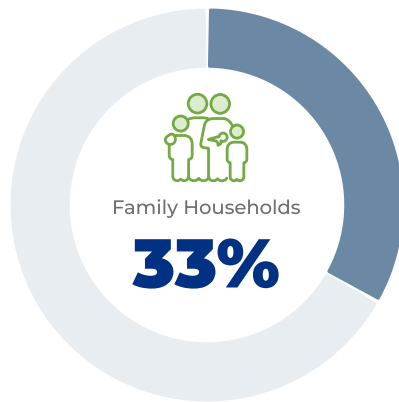


## Household Analysis

TOTAL HOUSEHOLDS

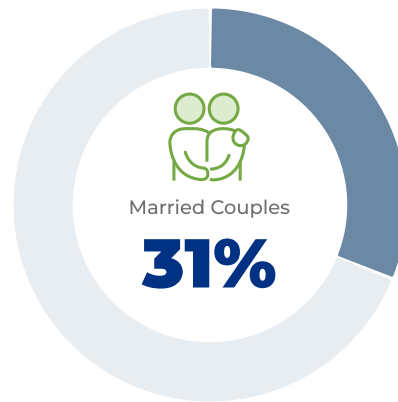
**2,971**

It is important to consider the dynamics of household types to plan for and provide services effectively. Household type also has a general correlation to income levels which affect the tax base.



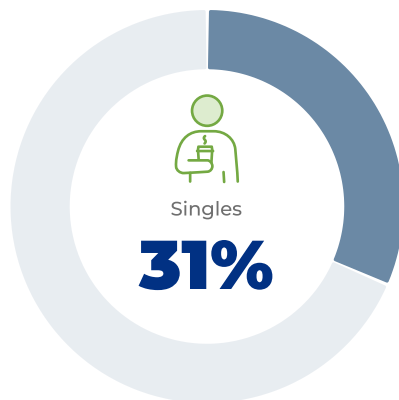
▼ **32%**

lower than state average



▼ **38%**

lower than state average



▲ **32%**

higher than state average



▲ **154%**

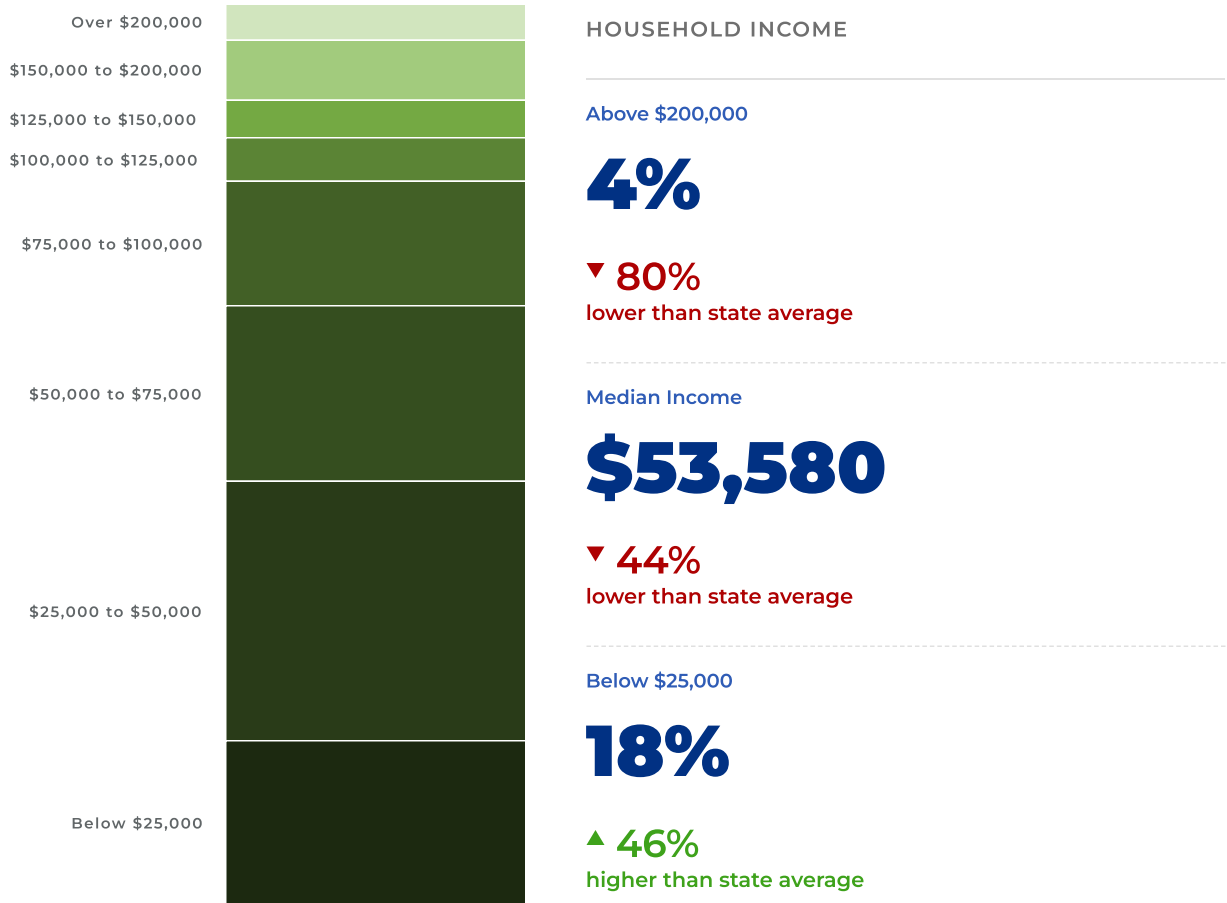
higher than state average

*\* Data Source: American Community Survey 5-year estimates*



## Economic Analysis

Household income is a key data point in evaluating a community's wealth and spending power. Pay levels and earnings typically vary by geographic regions and should be looked at in context of the overall cost of living.



*\* Data Source: American Community Survey 5-year estimates*

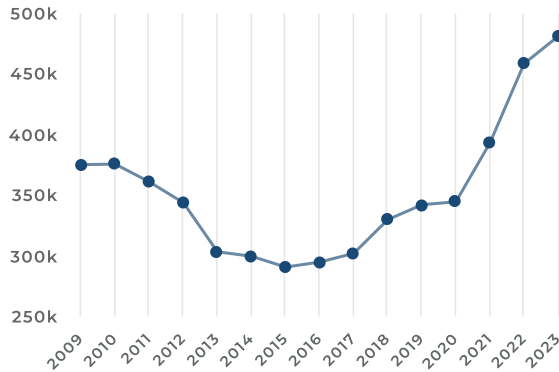


# Housing Overview



2023 MEDIAN HOME VALUE

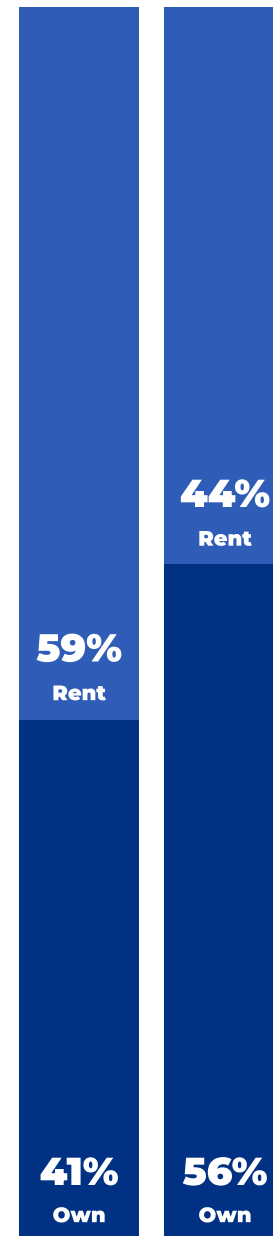
**\$481,200**



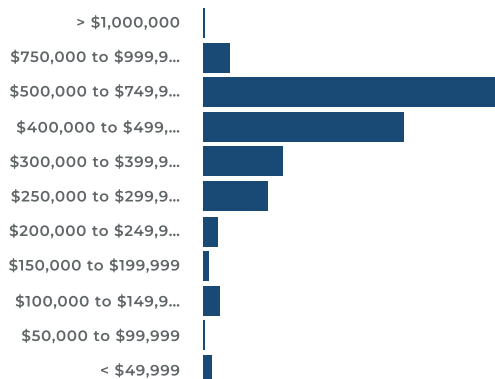
\* Data Source: 2023 US Census Bureau (<http://www.census.gov/data/developers/data-sets.html>), American Community Survey. Home value data includes all types of owner-occupied housing.

HOME OWNERS VS RENTERS

Fort Bragg State Avg.



## HOME VALUE DISTRIBUTION



\* Data Source: 2023 US Census Bureau (<http://www.census.gov/data/developers/data-sets.html>), American Community Survey. Home value data includes all types of owner-occupied housing.

\* Data Source: 2023 US Census Bureau (<http://www.census.gov/data/developers/data-sets.html>), American Community Survey. Home value data includes all types of owner-occupied housing.

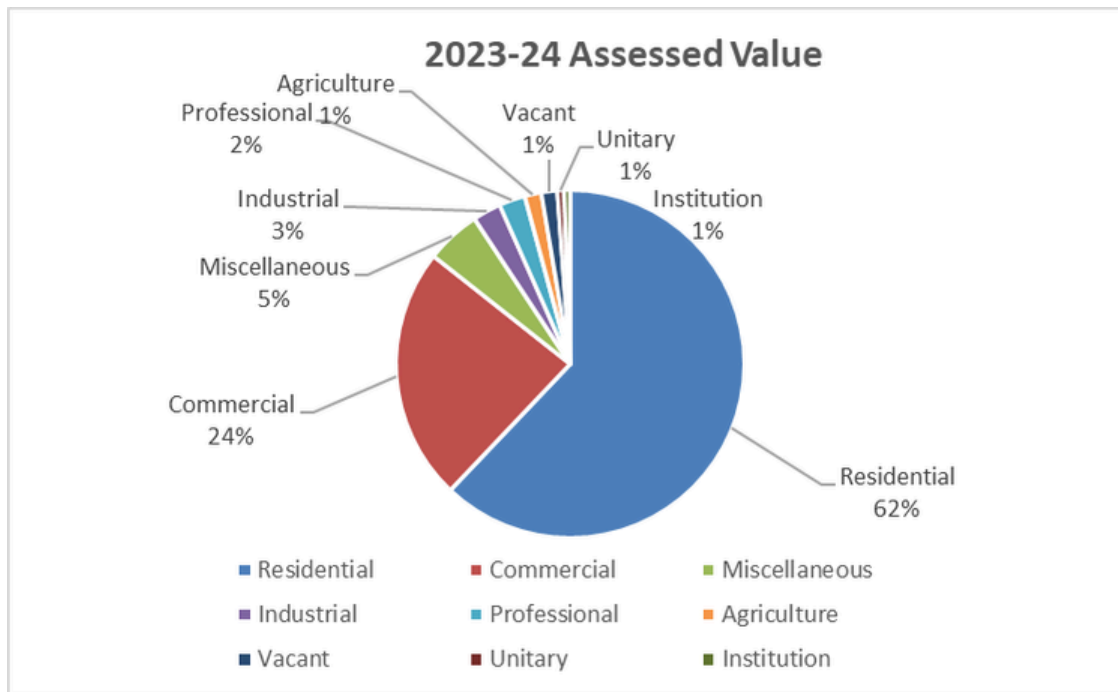


# Land Use

## City of Fort Bragg

**Assessed Value of Property by Use Code, City Wide**  
**Last Ten Fiscal Years**  
**(In Thousands)**

Category	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Residential	357,224	369,852	393,470	375,474	395,888	410,229	428,620	448,738	480,401	515,050
Commercial	163,032	167,141	150,666	153,767	156,832	160,042	163,238	164,973	168,401	195,487
Miscellaneous	701	735	1,120	31,285	31,187	33,043	33,941	35,200	37,333	42,216
Industrial	36,807	37,595	37,908	38,037	39,021	40,900	39,219	18,946	30,445	21,759
Professional	0	179	9,804	19,769	20,036	20,413	20,817	19,854	19,556	20,186
Agriculture	34	34	34	0	0	0	0	0	11,181	12,842
Vacant	18,682	18,963	21,162	21,817	23,423	24,116	22,554	22,866	12,354	12,213
Unitary	543	543	340	0	0	0	0	0	0	5,268
Institution	4,285	4,513	4,515	3,761	2,691	3,926	4,429	3,740	4,889	4,590
Recreation	7,593	6,391	7,101	2,676	2,613	2,719	2,762	2,460	1,942	3,574
Unknown	1,178	1,192	0	0	0	0	0	4,031	0	0
Net Secured Value	590,079	607,137	626,121	646,586	671,692	695,389	715,581	720,807	766,503	833,186
Unsecured	31,347	31,275	32,889	32,288	31,556	33,240	33,149	32,899	37,340	35,150
Net Taxable Value	621,426	638,412	659,009	678,874	703,249	728,629	748,730	753,706	803,843	868,336



# Tax Rates

## City of Fort Bragg

Direct and Overlapping Property Tax Rates  
Last Ten Fiscal Years

	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
COUNTY GENERAL FUND	0.745000	0.745000	0.745000	0.745000	0.745000	0.745000	0.745000	0.745000	0.745000	0.745000
CITY OF FORT BRAGG	0.255000	0.255000	0.255000	0.255000	0.255000	0.255000	0.255000	0.255000	0.255000	0.255000
TOTAL	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000
Override Assessments										
LOCAL SPECIAL DISTRICTS	0.026000	0.025000	0.018000	0.026000	0.024000	0.024000	0.023000	0.023000	0.023000	0.022000
SCHOOLS	0.101000	0.107000	0.115000	0.107000	0.114000	0.107000	0.101000	0.114000	0.162000	0.147000
TOTAL	0.127000	0.132000	0.133000	0.133000	0.138000	0.131000	0.124000	0.137000	0.185000	0.169000
TOTAL TAX RATE	1.127000	1.132000	1.133000	1.133000	1.138000	1.131000	1.124000	1.137000	1.185000	1.169000



# Principle Property Tax Payers

## City of Fort Bragg

Principal Property Tax Payers  
Last Fiscal Year and Nine Years Ago

Taxpayer	2023-24		2014-15	
	Taxable Value (\$)	Percent of Total City Taxable Value (%)	Taxable Value (\$)	Percent of Total City Taxable Value (%)
Georgia Pacific LLC	15,190,147	1.75%	31,215,167	5.02%
Rap Investors LP	12,335,745	1.42%	10,653,995	1.71%
Boatyard Associates Phase	11,210,452	1.29%	9,516,557	1.53%
Tenants Choice LLC	9,670,610	1.11%		
Safeway Inc	8,049,843	0.93%	7,020,082	1.13%
North Coast Brewery	7,035,860	0.81%	4,854,758	0.78%
GP Investors LLC	6,917,068	0.80%		
Sierra Northern Railway	6,742,743	0.78%		
Colombi Jeanette Succttee	6,075,811	0.70%	4,951,442	0.80%
Anderson Logging	5,588,756	0.64%	3,308,036	0.53%
Fort Bragg Hospitality LLC	5,477,200	0.63%		
Tanti Family II LLC	5,013,028	0.58%	4,368,451	0.70%
Kao Kuami	4,970,063	0.57%	4,226,779	0.68%
Kashi Keshav Investments	4,826,407	0.56%	4,104,730	0.66%
SNB Govind Corporation	4,749,269	0.55%		
Grosvenor Van Ness Associa	4,590,912	0.53%	3,899,088	0.63%
Longs Drug Stores California	4,234,502	0.49%	3,856,470	0.62%
Ray Ronald R Ttee	4,229,325	0.49%		
Comcast	3,721,093	0.43%	2,693,172	0.43%
DFA Walnut Associates LP	3,672,000	0.42%		
Fort Bragg Hotel LLC	3,566,631	0.41%	3,453,696	0.56%
Kemppe Liquid Gas Corporation	3,309,969	0.38%	2,611,640	0.42%
Glassbeach Estates LLC	3,167,127	0.36%		
Noyo Harbor Inn LLC	3,076,890	0.35%		
Fort Bragg Investments LLC	3,007,867	0.35%		
Hurst Jason S			4,518,331	0.73%
North Otown Industrial Center			3,589,852	0.58%
Keaton Richard J Julie			3,024,356	0.49%
Noyo Vista Inc.			2,966,777	0.48%
RBJ Assoc LLC			2,544,238	0.41%
Moura Senior Housing			2,521,775	0.41%
Miller Helen Centeno			2,430,465	0.39%
Taubold Timothy E Ttee			2,403,069	0.39%
Whitteaker Donald E Dorothy C			2,331,790	0.38%
Lee Michael V Dona H Ttees			2,300,132	0.37%
Total Top 25 Taxpayers	150,429,318	17.32%	129,364,848	20.82%
Total Taxable Value	868,335,808	100.00%	621,426,140	100.00%

Source: Mendocino County Assessor data, MuniServices, LLC / Avenu Insights & Analytics



## Principle Sales Tax Producers (Comparison for 10 years)

2023-24		2014-15	
Taxpayer	Business Type	Taxpayer	Business Type
Arco AM/PM Mini Marts	Service Stations	Arco AM/PM Mini Marts	Service Stations
Chevron Service Stations	Service Stations	Boatyard Tobacco	Miscellaneous Retail
CVS/Pharmacy	Drug Stores	Chevron Service Stations	Service Stations
David's Deli	Restaurants	Cliff House Restaurant	Restaurants
Denny's Restaurants	Restaurants	CVS/Pharmacy	Drug Stores
Dollar Tree Stores	Department Stores	Denny's Restaurants	Restaurants
Emerald Triangle Cannabis - MMDD	Drug Stores	Eel River Fuels	Energy Sales
Geo Aggregates	Bldg.Matls-Whsle	Fort Bragg Feed & Pet	Florist/Nursery
Harvest Market	Food Markets	Geo Aggregates	Bldg.Matls-Whsle
Kemppe Liquid Gas	Energy Sales	Harvest Market	Food Markets
McDonald's Restaurants	Restaurants	Kemppe Liquid Gas	Energy Sales
Mendo Mill & Lumber Company	Bldg.Matls-Retail	Laurel Deli & Desserts	Restaurants
Noyo Harbor Inn	Restaurants	McDonald's Restaurants	Restaurants
Noyo River Grill	Restaurants	Mendo Mill & Lumber Company	Bldg.Matls-Retail
O'Reilly Auto Parts	Auto Parts/Repair	Mendocino County Horticulture Supply	Florist/Nursery
Redwood Coast Fuels	Energy Sales	O'Reilly Auto Parts	Auto Parts/Repair
Restaurante Los Gallitos	Restaurants	Rino Service Stations	Service Stations
Rino Service Stations	Service Stations	Rite Aid Drug Stores	Drug Stores
Rite Aid Drug Stores	Drug Stores	Rossi Building Materials	Bldg.Matls-Retail
Rossi Building Materials	Bldg.Matls-Retail	Safeway Stores	Food Markets
Safeway Stores	Food Markets	Sears Roebuck & Company	Department Stores
Sinclair Service Stations	Service Stations	Sinclair Service Stations	Service Stations
Sport Chrysler-Jeep-Dodge	Auto Sales - New	Sport Chrysler-Jeep-Dodge	Auto Sales - New
Taco Bell	Restaurants	The Brewery Shop	Restaurants
The Brewery Shop	Restaurants	True Value Hardware	Bldg.Matls-Retail





## Historical Sales Tax Amounts

City of Fort Bragg												
HISTORICAL SALES TAX AMOUNTS BY BENCHMARK YEAR												
CDIFA NAICS SECTOR	2024Q1	2023Q1	2022Q1	2021Q1	2020Q1	2019Q1	2018Q1	2017Q1	2016Q1	2015Q1		
Accommodation and Food Services	335,257	299,719	311,726	219,712	261,645	270,483	282,222	261,139	233,034	218,376		
Agriculture, Forestry, Fishing and Hunting	14,459	10,246	10,635	6,187	11,023	9,955	3,547	7,404	11,516	6,866		
Arts, Entertainment, and Recreation	10,644	8,673	8,183	189	5,903	5,394	3,516	3,469	3,454	4,002		
Construction	46,484	52,546	49,711	42,824	47,581	50,973	35,283	34,009	35,318	33,583		
Educational Services	463	216	881	866	1,331	2,082	7,876	7,499	8,318	6,932		
Information	15,151	11,995	12,478	7,167	7,675	9,327	5,569	4,825	4,031	6,163		
Manufacturing	11,949	9,899	4,086	5,144	8,727	8,337	7,222	6,312	4,704	4,951		
Mining, Quarrying, and Oil and Gas Extraction	64,581	86,125	93,131	68,023	90,412	86,275	73,796	56,363	62,526	80,000		
Other Services (except Public Administration)	33,377	30,456	31,829	27,773	31,619	31,125	30,343	31,197	31,897	31,049		
Professional, Scientific, and Technical Services	2,818	3,278	3,826	3,254	4,980	5,892	7,944	7,989	8,627	8,693		
Real Estate and Rental and Leasing	2,588	2,703	3,276	4,114	2,239	2,712	2,455	2,525	2,525	2,944		
Retail Trade	1,130,753	1,198,078	1,190,475	1,044,523	1,050,886	1,045,425	1,056,982	987,423	990,177	983,868		
Utilities	4,592	5,016	5,000	3,129	4,514	5,124	4,588	5,430	4,696	3,743		
All Other NAICS Sectors	35,653	27,690	24,709	23,374	21,707	21,418	21,025	18,791	18,414	8,834		
<b>Grand Total</b>	<b>1,708,767</b>	<b>1,746,640</b>	<b>1,749,947</b>	<b>1,456,280</b>	<b>1,550,243</b>	<b>1,554,521</b>	<b>1,542,367</b>	<b>1,434,374</b>	<b>1,419,237</b>	<b>1,400,004</b>		



# Principal Employers

## City of Fort Bragg

Principal Employers  
Last Fiscal Year and Nine Years Ago

Business Name	2024		2015	
	Number of Employees	Percent of Total Employment (%)	Number of Employees	Percent of Total Employment (%)
Adventist Health Mendocino Coast Medical Center	335	13.96%	320	8.82%
Fort Bragg Unified School District*	296	12.33%	250	6.89%
Parents & Friends Inc	186	7.75%	125	3.44%
Safeway	128	5.33%	126	3.47%
Mendocino Coast Clinics Inc	126	5.25%	125	3.44%
North Coast Brewing CO Inc	94	3.92%	104	2.87%
Mendocino County**	92	3.83%	79	2.18%
Anderson Logging Inc	86	3.58%		
City of Fort Bragg	67	2.79%		
The Wharf & Anchor Lodge	35	1.46%	65	1.79%
Sherwood Oaks Health Center			94	2.59%
CV Starr Community Center			89	2.45%
Total Top Employers	1,445	60.21%	1,377	37.93%
Total City Employment (1)	2,400		3,630	

Source: MuniServices, LLC / Avenu Insights & Analytics



## Top 15 RDA

[illegible]

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# APPENDIX

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## Glossary

**Abatement:** A reduction or elimination of a real or personal property tax, motor vehicle excise, a fee, charge, or special assessment imposed by a governmental unit. Granted only on application of the person seeking the abatement and only by the committing governmental unit.

**Accounting System:** The total structure of records and procedures that identify record, classify, and report information on the financial position and operations of a governmental unit or any of its funds, account groups, and organizational components.

**Accrued Interest:** The amount of interest that has accumulated on the debt since the date of the last interest payment, and on the sale of a bond, the amount accrued up to but not including the date of delivery (settlement date). (See Interest)

**Amortization:** The gradual repayment of an obligation over time and in accordance with a predetermined payment schedule.

**Appropriation:** A legal authorization from the community's legislative body to expend money and incur obligations for specific public purposes. An appropriation is usually limited in amount and as to the time period within which it may be expended.

**Arbitrage:** As applied to municipal debt, the investment of tax-exempt bonds or note proceeds in higher yielding, taxable securities. Section 103 of the Internal Revenue Service (IRS) Code restricts this practice and requires (beyond certain limits) that earnings be rebated (paid) to the IRS.

**Assessed Valuation:** A value assigned to real estate or other property by a government as the basis for levying taxes.

**Audit:** An examination of a community's financial systems, procedures, and data by a certified public accountant (independent auditor), and a report on the fairness of financial statements and on local compliance with statutes and regulations. The audit serves as a valuable management tool in evaluating the fiscal performance of a community.

**Audit Report:** Prepared by an independent auditor, an audit report includes: (a) a statement of the scope of the audit; (b) explanatory comments as to application of auditing procedures; (c) findings and opinions. It is almost always accompanied by a management letter which contains supplementary comments and recommendations.

**Available Funds:** Balances in the various fund types that represent non-recurring revenue sources. As a matter of sound practice, they are frequently appropriated to meet unforeseen expenses, for capital expenditures or other one-time costs.

**Balance Sheet:** A statement that discloses the assets, liabilities, reserves and equities of a fund or governmental unit at a specified date.

**Betterments (Special Assessments):** Whenever a specific area of a community receives benefit from a public improvement (e.g., water, sewer, sidewalk, etc.), special property taxes may be assessed to reimburse the governmental entity for all or part of the costs it incurred. Each parcel receiving benefit from the improvement is assessed for its proportionate share of the cost of such improvements. The proportionate share may be paid in full or the property owner may request that the assessors apportion the betterment over 20 years. Over the life of the betterment, one year's apportionment along with one year's committed interest computed from October 1 to October 1 is added to the tax bill until the betterment has been paid.

**Bond:** A means to raise money through the issuance of debt. A bond issuer/borrower promises in writing to repay a specified sum of money, alternately referred to as face value, par value or bond principal, to the buyer of the bond on a specified future date (maturity date), together with periodic interest at a specified rate. The term of a bond is always greater than one year. (See Note)

**Bond and Interest Record:** (Bond Register) – The permanent and complete record maintained by a treasurer for each bond issue. It shows the amount of interest and principal coming due each date and all other pertinent information concerning the bond issue.

**Bonds Authorized and Unissued:** Balance of a bond authorization not yet sold. Upon completion or abandonment of a project, any remaining balance of authorized and unissued bonds may not be used for other purposes, but must be rescinded by the community's legislative body to be removed from community's books.

**Bond Issue:** Generally, the sale of a certain number of bonds at one time by a governmental unit.



**Bond Rating (Municipal):** A credit rating assigned to a municipality to help investors assess the future ability, legal obligation, and willingness of the municipality (bond issuer) to make timely debt service payments. Stated otherwise, a rating helps prospective investors determine the level of risk associated with a given fixed-income investment. Rating agencies, such as Moody's and Standard and Poors, use rating systems, which designate a letter or a combination of letters and numerals where AAA is the highest rating and CI is a very low rating.

**Budget:** A plan for allocating resources to support particular services, purposes and functions over a specified period of time. (See Performance Budget, Program Budget)

**Capital Assets:** All real and tangible property used in the operation of government, which is not easily converted into cash, and has an initial useful life extending beyond a single financial reporting period. Capital assets include land and land improvements; infrastructure such as roads, bridges, water and sewer lines; easements; buildings and building improvements; vehicles, machinery and equipment. Communities typically define capital assets in terms of a minimum useful life and a minimum initial cost. (See Fixed Assets)

**Capital Budget:** An appropriation or spending plan that uses borrowing or direct outlay for capital or fixed asset improvements. Among other information, a capital budget should identify the method of financing each recommended expenditure, i.e., tax levy or rates, and identify those items that were not recommended. (See Capital Assets, Fixed Assets)

**Cash:** Currency, coin, checks, postal and express money orders and bankers' drafts on hand or on deposit with an official or agent designated as custodian of cash and bank deposits.

**Cash Management:** The process of monitoring the ebb and flow of money in an out of municipal accounts to ensure cash availability to pay bills and to facilitate decisions on the need for short-term borrowing and investment of idle cash.

**Certificate of Deposit (CD):** A bank deposit evidenced by a negotiable or non-negotiable instrument, which provides on its face that the amount of such deposit plus a specified interest payable to a bearer or to any specified person on a certain specified date, at the expiration of a certain specified time, or upon notice in writing.

**Classification of Real Property:** Assessors are required to classify all real property according to use into one of four classes: residential, open space, commercial, and industrial. Having classified its real properties, local officials are permitted to determine locally, within limitations established by statute and the Commissioner of Revenue, what percentage of the tax burden is to be borne by each class of real property and by personal property owners.

**Collective Bargaining:** The process of negotiating workers' wages, hours, benefits, working conditions, etc., between an employer and some or all of its employees, who are represented by a recognized labor union. regarding wages, hours and working conditions.

**Consumer Price Index:** The statistical measure of changes, if any, in the overall price level of consumer goods and services. The index is often called the "cost-of-living index."

**Cost-Benefit Analysis:** A decision-making tool that allows a comparison of options based on the level of benefit derived and the cost to achieve the benefit from different alternatives.

**Debt Burden:** The amount of debt carried by an issuer usually expressed as a measure of value (i.e., debt as a percentage of assessed value, debt per capita, etc.). Sometimes debt burden refers to debt service costs as a percentage of the total annual budget.

**Debt Service:** The repayment cost, usually stated in annual terms and based on an amortization schedule, of the principal and interest on any particular bond issue.

**Encumbrance:** A reservation of funds to cover obligations arising from purchase orders, contracts, or salary commitments that are chargeable to, but not yet paid from, a specific appropriation account.

**Enterprise Funds:** An enterprise fund is a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. It allows a community to demonstrate to the public the portion of total costs of a service that is recovered through user charges and the portion that is subsidized by the tax levy, if any. With an enterprise fund, all costs of service delivery--direct, indirect, and capital costs—are identified. This allows the community to recover total service costs through user fees if it chooses. Enterprise accounting also enables communities to reserve the "surplus" or net assets unrestricted generated by the operation of the enterprise rather than closing it out to the general fund at year-end. Services that may be treated as enterprises include, but are not limited to, water, sewer, hospital, and airport services.



**Equalized Valuations (EQVs):** The determination of the full and fair cash value of all property in the community that is subject to local taxation.

**Estimated Receipts:** A term that typically refers to anticipated local revenues often based on the previous year's receipts and represent funding sources necessary to support a community's annual budget. (See Local Receipts)

**Exemptions:** A discharge, established by statute, from the obligation to pay all or a portion of a property tax. The exemption is available to particular categories of property or persons upon the timely submission and approval of an application to the assessors. Properties exempt from taxation include hospitals, schools, houses of worship, and cultural institutions. Persons who may qualify for exemptions include disabled veterans, blind individuals, surviving spouses, and seniors.

**Expenditure:** An outlay of money made by municipalities to provide the programs and services within their approved budget.

**Fiduciary Funds:** Repository of money held by a municipality in a trustee capacity or as an agent for individuals, private organizations, other governmental units, and other funds. These include pension (and other employee benefit) trust funds, investment trust funds, private- purpose trust funds, and agency funds.

**Fixed Assets:** Long-lived, assets such as buildings, equipment and land obtained or controlled as a result of past transactions or circumstances.

**Fixed Costs:** Costs that are legally or contractually mandated such as retirement, FICA/Social Security, insurance, debt service costs or interest on loans.

**Float:** The difference between the bank balance for a local government's account and its book balance at the end of the day. The primary factor creating float is clearing time on checks and deposits. Delays in receiving deposit and withdrawal information also influence float.

**Full Faith and Credit:** A pledge of the general taxing powers for the payment of governmental obligations. Bonds carrying such pledges are usually referred to as general obligation or full faith and credit bonds.

**Fund:** An accounting entity with a self-balancing set of accounts that are segregated for the purpose of carrying on identified activities or attaining certain objectives in accordance with specific regulations, restrictions, or limitations.

**Fund Accounting:** Organizing financial records into multiple, segregated locations for money. A fund is a distinct entity within the municipal government in which financial resources and activity (assets, liabilities, fund balances, revenues, and expenditures) are accounted for independently in accordance with specific regulations, restrictions or limitations. Examples of funds include the general fund and enterprise funds. Communities whose accounting records are organized according to the Uniform Municipal Accounting System (UMAS) use multiple funds.

**GASB 34:** A major pronouncement of the Governmental Accounting Standards Board that establishes new criteria on the form and content of governmental financial statements. GASB 34 requires a report on overall financial health, not just on individual funds. It requires more complete information on the cost of delivering value estimates on public infrastructure assets, such as bridges, road, sewers, etc. It also requires the presentation of a narrative statement the government's financial performance, trends and prospects for the future.

**GASB 45:** This is another Governmental Accounting Standards Board major pronouncement that each public entity account for and report other postemployment benefits in its accounting statements. Through actuarial analysis, municipalities must identify the true costs of the OPEB earned by employees over their estimated years of actual service.

**General Fund:** The fund used to account for most financial resources and activities governed by the normal appropriation process.

**General Obligation Bonds:** Bonds issued by a municipality for purposes allowed by statute that are backed by the full faith and credit of its taxing authority.

**Governing Body:** A board, committee, commission, or other executive or policymaking body of a municipality or school district.

**Indirect Cost:** Costs of a service not reflected in the operating budget of the entity providing the service. An example of an indirect cost of providing water service would be the value of time spent by non-water department employees processing water bills. A determination of these costs is necessary to analyze the total cost of service delivery. The matter of indirect costs arises most often in the context of enterprise funds.



**Interest:** Compensation paid or to be paid for the use of money, including amounts payable at periodic intervals or discounted at the time a loan is made. In the case of municipal bonds, interest payments accrue on a day-to-day basis, but are paid every six months.

**Interest Rate:** The interest payable, expressed as a percentage of the principal available for use during a specified period of time. It is always expressed in annual terms.

**Investments:** Securities and real estate held for the production of income in the form of interest, dividends, rentals or lease payments. The term does not include fixed assets used in governmental operations.

**Line Item Budget:** A budget that separates spending into categories, or greater detail, such as supplies, equipment, maintenance, or salaries, as opposed to a program budget.

**Local Aid:** Revenue allocated by the state or counties to municipalities and school districts.

**Maturity Date:** The date that the principal of a bond becomes due and payable in full.

**Municipal(s):** (As used in the bond trade) "Municipal" refers to any state or subordinate governmental unit. "Municipals" (i.e., municipal bonds) include not only the bonds of all political subdivisions, such as cities, towns, school districts, special districts, counties but also bonds of the state and agencies of the state.

**Note:** A short-term loan, typically with a maturity date of a year or less.

**Objects of Expenditures:** A classification of expenditures that is used for coding any department disbursement, such as "personal services," "expenses," or "capital outlay."

**Official Statement:** A document prepared for potential investors that contains information about a prospective bond or note issue and the issuer. The official statement is typically published with the notice of sale. It is sometimes called an offering circular or prospectus.

**Operating Budget:** A plan of proposed expenditures for personnel, supplies, and other expenses for the coming fiscal year.

**Overlapping Debt:** A community's proportionate share of the debt incurred by an overlapping government entity, such as a regional school district, regional transit authority, etc.

**Performance Budget:** A budget that stresses output both in terms of economy and efficiency.

**Principal:** The face amount of a bond, exclusive of accrued interest.

**Program:** A combination of activities to accomplish an end.

**Program Budget:** A budget that relates expenditures to the programs they fund. The emphasis of a program budget is on output.

**Purchased Services:** The cost of services that are provided by a vendor.

**Refunding of Debt:** Transaction where one bond issue is redeemed and replaced by a new bond issue under conditions generally more favorable to the issuer.

**Reserve Fund:** An amount set aside annually within the budget of a town to provide a funding source for extraordinary or unforeseen expenditures.

**Revaluation:** The assessors of each community are responsible for developing a reasonable and realistic program to achieve the fair cash valuation of property in accordance with constitutional and statutory requirements. The nature and extent of that program will depend on the assessors' analysis and consideration of many factors, including, but not limited to, the status of the existing valuation system, the results of an in-depth sales ratio study, and the accuracy of existing property record information.

**Revenue Anticipation Note (RAN):** A short-term loan issued to be paid off by revenues, such as tax collections and state aid. RANs are full faith and credit obligations.





**Revenue Bond:** A bond payable from and secured solely by specific revenues and thereby not a full faith and credit obligation.

**Revolving Fund:** Allows a community to raise revenues from a specific service and use those revenues without appropriation to support the service.

**Sale of Real Estate Fund:** A fund established to account for the proceeds of the sale of municipal real estate other than proceeds acquired through tax title foreclosure.

**Stabilization Fund:** A fund designed to accumulate amounts for capital and other future spending purposes, although it may be appropriated for any lawful purpose.

**Surplus Revenue:** The amount by which cash, accounts receivable, and other assets exceed liabilities and reserves.

**Tax Rate:** The amount of property tax stated in terms of a unit of the municipal tax base; for example, \$14.80 per \$1,000 of assessed valuation of taxable real and personal property.

**Tax Title Foreclosure:** The procedure initiated by a municipality to obtain legal title to real property already in tax title and on which property taxes are overdue.

**Trust Fund:** In general, a fund for money donated or transferred to a municipality with specific instructions on its use. As custodian of trust funds, the treasurer invests and expends such funds as stipulated by trust agreements, as directed by the commissioners of trust funds or by the community's legislative body. Both principal and interest may be used if the trust is established as an expendable trust. For nonexpendable trust funds, only interest (not principal) may be expended as directed.

**Uncollected Funds:** Recently deposited checks included in an account's balance but drawn on other banks and not yet credited by the Federal Reserve Bank or local clearinghouse to the bank cashing the checks. (These funds may not be loaned or used as part of the bank's reserves and they are not available for disbursement.)

**Undesignated Fund Balance:** Monies in the various government funds as of the end of the fiscal year that are neither encumbered nor reserved, and are therefore available for expenditure once certified as part of free cash.

**Unreserved Fund Balance (Surplus Revenue Account):** The amount by which cash, accounts receivable, and other assets exceed liabilities and restricted reserves. It is akin to a "stockholders' equity" account on a corporate balance sheet. It is not, however, available for appropriation in full because a portion of the assets listed as "accounts receivable" may be taxes receivable and uncollected. (See Free Cash)

**Valuation (100 Percent):** The legal requirement that a community's assessed value on property must reflect its market, or full and fair cash value.





# City of Fort Bragg FY2025/2026 Adopted Budget



**Adopted Version - 6/18/2025**



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# **CAPITAL IMPROVEMENTS**

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## Capital Improvement Program Overview

The City of Fort Bragg's Five-Year Capital Improvement Program (CIP) outlines current and future infrastructure needs and capital funding priorities in the following areas:

- i. **Municipal Facilities,**
- ii. **Parks & Community Services,**
- iii. **Street Maintenance & Traffic Safety,**
- iv. **Storm Drains,**
- v. **Water Enterprise,**
- vi. **Wastewater Enterprise.**

The CIP is an important planning tool that identifies and prioritizes all major capital projects in the City. It helps determine funding sources and needs.

In general, the CIP provides funding for infrastructure construction and non-routine maintenance, while funding for routine infrastructure maintenance is appropriated in the operating budget and in other special revenue funds. CIP projects, including streets, buildings, recreational facilities, and parks are defined as assets with an initial individual cost of at least \$50k and an estimated useful life of greater than two years. Acquisitions of other capital assets (such as machinery, furniture, and vehicles) are generally accounted for in an internal service fund or departmental account that is responsible for financing each expenditure. Cost estimates are prepared for each capital project using current year dollars.

The CIP shows detailed expenditures and funding for capital projects over the next five years, covering FY 2025 through FY 2029. "Prior Year" funding for projects which span multiple years is also shown. The CIP also includes a "Beyond CIP" category that recognizes the importance of planning for future significant capital projects beyond the five-year CIP time frame.

The projects planned for FY 2025 include expenditures that will be appropriated through the FY 2025 Budget adoption process. Projected expenditures shown for FY 2026 through FY 2029 and Beyond CIP are provided primarily for project planning and long-range financial planning purposes and do not reflect a commitment of funds. Expenditure approval will be sought for these projects during the appropriate fiscal year.

The CIP is comprised of projects with a total cost of approximately \$146 million. For FY 2025, projects totaling approximately \$21.3 million are recommended for appropriation. The FY 2025 priorities will focus largely on the water system, including the design and permitting of the remaining portions of the raw water transmission main that are overdue for replacement. In addition, the raw water pond and water treatment plant are ready for rehabilitation. The 2022 Street projects include substantial rehabilitation to the Franklin Street corridor downtown, including installing bollards and rehabilitated stamped crosswalks and light poles.

The CIP is organized as follows:

1. FY 2025-2029 Five Year Capital Improvement Program – Expenditures by Category
2. FY 2025-2029 Five Year Capital Improvement Program – Expenditures by Source
3. FY 2025-2029 Capital Improvement Program Projects Detail



# FY25-FY30 CAPITAL IMPROVEMENT PROGRAM BY CATEGORY

Fund	Project	Funding Source	Prior FY(s)	FY 25/26 Proposed Budget	FY 26/27 Projected	FY 27/28 Projected	FY 28/29 Projected	FY 29/30 Projected	Est. 5 year Total	Beyond CIP	Total Project Costs
<b>MUNICIPAL FACILITIES</b>											
416	Guest House Rehabilitation	ISF			\$ 120,000				\$ 120,000		\$ 120,000
	Broadband - Fiber	ARPA/UI	204,000	7,000,000	10,000,000				\$ 17,000,000		\$ 17,204,000
417	City Hall - Roof	ISF	130,732						\$ -		\$ 130,732
	City Hall - Siding Replace -South and East Side	ISF				160,000			\$ 160,000		\$ 160,000
	Emergency Operations Center-Veterans Memorial	Grant/UI		100,000	2,500,000				\$ 2,600,000		\$ 2,600,000
	Resiliency Center - CV Starr Center	UI			1,450,000	13,050,000			\$ 14,500,000		\$ 14,500,000
428	EV Charging Station - PD	Grant/UI	401,100						\$ -		\$ 401,100
	E City Hall, Rehabilitation & Stabilization	U/I		250,000		2,000,000			\$ 2,250,000		\$ 2,250,000
	City Hall Remodel + Door Replacement	ISF	120,359	65,000					\$ 65,000		\$ 185,359
423	Town Hall Retrofit & Bathroom Remodel	ISF	140,000	683,625					\$ 683,625		\$ 823,625
424	Main St Fire Station Rehab - North Wing	C-OES/UI	207,702		3,800,000				\$ 3,800,000		\$ 4,007,702
	Fire Station Roof	FIRE-JPA	209,110						\$ -		\$ 209,110
427	Police Department Paint & Repairs - External	ISF			70,000				\$ 70,000		\$ 70,000
	Microgrid				25,000		18,000,000		\$ 18,025,000		\$ 18,025,000
	Facilities Solar		3,500,000	4,500,000					\$ 4,500,000		\$ 8,000,000
423	Police Department Security Retrofit	ISF/AF	139,660						\$ -		\$ 139,660
	Facilities Camera and Access Control (Install)	PD, CH, CY, WWT P	78,747						\$ -		\$ 78,747
	Corp Yard Office Training Center Construction	ISF		250,000					\$ 250,000		\$ 250,000
	<b>Total Municipal Facilities</b>		\$ 5,131,410	\$ 12,848,625	\$ 17,965,000	\$ 15,210,000	\$ 18,000,000	\$ -	\$ 64,023,625	\$ -	\$ 69,155,035
<b>PARKS &amp; COMMUNITY SERVICES</b>											
419	Bainbridge Park Improvements	Grant	2,266,052						-		2,266,052
	Pomo Bluffs Park - Parking lot rehabilitation	U/I			250,000				250,000		250,000
	Central Business District Parking Lot Maintenance>City Hall	Parking InLieu	50,000						-		50,000
	Otis Johns on Trail Restoration	U/I			100,000				100,000		100,000
	Noyo Harbor Staircase Repairs	U/I		100,000					100,000		100,000
	<b>Total Parks &amp; Community Services</b>		\$ 2,316,052	\$ 100,000	\$ 350,000	\$ -	\$ -	\$ -	\$ 450,000	\$ -	\$ 2,766,052
<b>STREET MAINTENANCE &amp; TRAFFIC SAFETY</b>											
421	2025 Pavement Preservation Project	LPP/LOCAL	2,500,000	222,500					222,500		2,722,500
	Rule 20 Project	RULE 20						2,190,000	2,190,000		2,190,000
421	Systematic Improvements at Un-Signalized Intersections	HSIP/Local	18,100	179,275					179,275		197,375
421	Street Rehabilitation 2022/23	LPP/Streets/CRS AA/Ent	4,481,616						-		4,481,616
	CBD Coastal Trail Connection	U/I				85,000	715,000		800,000		800,000
	Willow St. Pedestrian Improvements -HSIP	HSIP/Local		45,900	351,300				397,200		397,200
	Stop-Gap Patch Paving	LSR/Reserves	8,500	385,000					385,000		393,500
	LPP-F 2027 Roadway Revitalization Project										
		LPP C, F & Local		583,500	5,759,170				6,342,670		6,342,670
	Red Street and Alley Rehabilitation	LPP-C & Local					5,000,000		5,000,000		5,000,000
	<b>Total Street Maint. &amp; Traffic Safety</b>		\$ 7,008,216	\$ 1,416,175	\$ 6,110,470	\$ 85,000	\$ 5,715,000	\$ 2,190,000	\$ 15,516,645	\$ -	\$ 22,524,861
<b>CV STARR ENTERPRISE</b>											
810	Ultra Violet Disinfection System Replacement - Comp and Leisure	CV Starr	160,600						160,600		160,600
810	Domestic Ho Water #1 and #2	CV Starr	157,000						157,000		157,000
810	HVAC Air Intake Redesign	CV Starr	906,500						906,500		906,500
810	Facility Roof Repair/Skylights	CV Starr	273,591						273,591		273,591
810	Water Slide Staircase Rehabilitation	CV Starr	60,000						60,000		60,000
810	Hydronic plumbing replacement	CV Starr		120,857					120,857		120,857
810	Leisure Pool Boiler	CV Starr	34,500						34,500		34,500
810	Competition Pool filled to 7 Foot Deep	CV Starr		350,000					350,000		350,000
810	Facility Surge Protector	CV Starr	31,627						31,627		31,627
810	Sauna Men's & Women's Lockerroom	CV Starr		110,000					110,000		110,000
810	Hydronic Boilers -(heat building)	CV Starr			60,000				60,000		60,000
810	Seal Parking Lot	CV Starr			50,000				50,000		50,000
810	Competition boiler	CV Starr			55,075				55,075	300,000	300,000
810	Replace 4 small HVAC systems	CV Starr			600,000				600,000		600,000
810	Replace 4 small HVAC systems	CV Starr				600,000			600,000		600,000
810	Replace 5 small HVAC systems	CV Starr					600,000		600,000		600,000
810			\$ 1,623,818	\$ 580,857	\$ 765,075	\$ 600,000	\$ 600,000	\$ -	\$ 4,169,750	\$ 300,000	\$ 4,469,750

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Fund	Project	Funding Source	Prior FY(s)	FY 25/26 Proposed Budget	FY 26/27 Projected	FY 27/28 Projected	FY 28/29 Projected	FY 29/30 Projected	Est. 5 year Total	Beyond CIP	Total Project Costs
<b>WATER ENTERPRISE</b>											
	Madsen Hole Ranney - Design	Water Ent		300,000					300,000		300,000
	Oreka Bury - Desalination	DWR		800,000	600,000				1,400,000		1,400,000
651	Water Treatment Plant Overhaul	SRF	10,414,000	2,512,000					2,512,000		12,926,000
651	Pudding Creek Water Main Relocation	Water Ent	139,125	1,015,450					1,015,450		1,154,575
651	Raw Water Line All Phases	DWR	4,272,031	5,538,456					5,538,456		9,810,487
651	Raw Water Reservoirs - 135 AF	Water Cap Fees/UI	2,950,000	1,400,000	5,400,000	5,000,000			11,800,000		14,750,000
651	Distribution System Rehabilitation	Water Ent	850,000			15,000,000			15,000,000		15,850,000
651	Water Meter Replacement	CDBG	2,944,365						-		2,944,365
651	Water Main Extension North Fort Bragg	Water Ent		300,000	3,100,000				3,400,000		3,400,000
	Recycled Water - Design	WRFP Grant		500,000		9,000,000			9,500,000		9,500,000
	Water Tank #1 Replacement	U/I							-	6,000,000	6,000,000
651	Pudding Creek Water Main Paint	Water Ent		100,000					100,000		100,000
	Brush Creek Culvert Replacement	Water Ent		90,000					90,000		90,000
651	Noyo River Crossing	Water Ent/ U/I		1,400,000					1,400,000		1,400,000
	Cedar Street Water Line Replacement	Water Ent/ U/I			320,000	3,300,000			3,620,000		3,620,000
	<b>Total Water Enterprise</b>		<b>\$ 21,569,522</b>	<b>\$ 13,955,906</b>	<b>\$ 9,100,000</b>	<b>\$ 29,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 55,675,906</b>	<b>\$ 6,000,000</b>	<b>\$ 83,245,428</b>
<b>WASTEWATER ENTERPRISE</b>											
716	Collection System Rehabilitation	WW/UI	750,000			12,000,000			12,000,000	-	12,750,000
716	Pudding Creek Sewer Main Relocation	WW Fund		400,000					400,000		400,000
716	Onsite Sodium Hypochlorite Generator	WW Fund	300,000						-		300,000
716	Elm Street Pump Station Header	WW Fund	80,000						-		80,000
716	Biosolids Dryer Building - NEW Feas. Study	WW Fund/UI	52,480	335,392	3,500,000				3,835,392		3,887,872
716	Extend Sewer System North Fort Bragg	U/I			1,750,000				1,750,000		1,750,000
716	Biosolids Material Storage Building	WW Fund WW Cap Fees	20,500	1,017,421					1,017,421		1,037,921
	CIPP-Force Mains Project	WW Fund		1,400,000					1,400,000		1,400,000
	WWTP Main Replacement	U/I				3,000,000			3,000,000		3,000,000
	<b>Total Wastewater Enterprise</b>		<b>\$ 1,202,980</b>	<b>\$ 3,152,813</b>	<b>\$ 5,250,000</b>	<b>\$ 15,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,402,813</b>	<b>\$ -</b>	<b>\$ 24,605,793</b>
<b>STORMWATER</b>											
	Trash Capture Devices	SD Cap Fees/Grants	57,000	108,000	899,000	4,243,000			5,250,000		5,307,000
	Trash Can Replacement	Caltrans	218,345	61,655					61,655		280,000
	Minnesota/Riverview Storm Drain Repair	GF		60,000					60,000		60,000
	Stormwater Program Asset Management Plan	OWP/SD Fees		82,566					82,566		82,566
	Storm Drain Master Plan Repairs	GF				2,000,000		2,000,000	4,000,000		4,000,000
	<b>Total Storm Water</b>		<b>\$ 275,345</b>	<b>\$ 312,221</b>	<b>\$ 899,000</b>	<b>\$ 6,243,000</b>	<b>\$ -</b>	<b>\$ 2,000,000</b>	<b>\$ 9,454,221</b>	<b>\$ -</b>	<b>\$ 9,729,566</b>
<b>Grand Total</b>			<b>\$ 39,127,343</b>	<b>\$ 32,366,597</b>	<b>\$ 40,439,545</b>	<b>\$ 66,138,000</b>	<b>\$ 24,315,000</b>	<b>\$ 4,190,000</b>	<b>\$ 172,692,960</b>	<b>\$ 6,300,000</b>	<b>\$ 216,496,485</b>





## FY25 - FY29 CIP by FUNDING SOURCE

Fund No.		Prior FY(s)	FY 25/26 Projected	FY 26/27 Projected	FY 27/28 Projected	FY 28/29 Projected	Est. 5 year Total	Beyond CIP	Estimated Total Funding
	<b>Internal Service Fund</b>								
520	Guest House Rehabilitation - Foundation			120,000			120,000		120,000
520	City Hall Roof	\$ 175,000.00					-		175,000
	City Hall Remodel, Flooring, Lobby	\$ 120,359.00	65,000				65,000		185,359
	City Hall - Siding Replace - South & East Side				160,000		160,000		160,000
520	E. City Hall, Rehabilitation & Stabilization		-	250,000			250,000		250,000
520	Town Hall Retrofit & Bathroom Remodel	140,000	683,625				683,625		823,625
	Corp Yard Office Training Center Construction		250,000						-
520	Police Dept. Roof Replacement - Solar						-		-
520	Police Dept. Paint and repairs				70,000		70,000		70,000
	<b>Total ISF</b>	<b>\$ 435,359</b>	<b>\$ 998,625</b>	<b>\$ 370,000</b>	<b>\$ 230,000</b>	<b>\$ -</b>	<b>\$ 1,348,625</b>	<b>\$ -</b>	<b>\$ 1,783,984</b>
	<b>Grant Funded</b>								
	Main St Fire Station Rehab - CDBG	203,702		3,800,000			3,800,000		4,003,702
	Broadband - Fiber	2,104,000	8,400,000				8,400,000		10,504,000
223	Raw Water Line Engineering and Construction, All Phases	4,272,031	5,538,456				5,538,456		9,810,487
	Water Treatment Plant Overhaul	10,414,000	2,512,000				2,512,000		12,926,000
	Trash Can Replacement - Caltrans	218,345	61,655				61,655		280,000
	Fire Station Roof						-		-
	EV Charging Station - PD D1 Funds	401,000					-		401,000
	Trash Can Replacement	57,000	108,000	899,000	4,243,000				
	MicroGrid		25,000		18,000,000		18,025,000		18,025,000
	Charge-Up CV Starr Center (6 DC Fast Chargers)		85,447		858,000				-
	Street Rehabilitation 2022/23 - D1	208,405					-		208,405
	Stormwater Program Asset Management Plan		82,566						
	Street Rehabilitation 2022/23 - CRSAA	162,000					-		162,000
	Bainbridge Park Improvements & Soccer Field	417,000	1,849,052				1,849,052		2,266,052
	Recycled Water - Design		500,000		9,000,000		9,500,000		9,500,000
	Oneka Buoy - Desalination		800,000	600,000			1,400,000		1,400,000
	Water Meter Replacement-CDBG	2,944,365					-		2,944,365
	<b>Total Grants</b>	<b>\$ 21,399,848</b>	<b>\$ 19,962,176</b>	<b>\$ 5,299,000</b>	<b>\$ 32,099,000</b>	<b>\$ -</b>	<b>\$ 51,086,163</b>	<b>\$ -</b>	<b>\$ 72,429,011</b>
	<b>CV Starr Enterprise Funds</b>								
	Ultra Violet Disinfection System								
810	Replacement - Comp and Leisure	160,600					160,600		160,600
810	Domestic Ho Water #1 and #2	157,000					157,000		157,000
810	HVAC Air Intake Redesign	908,500					908,500		908,500
810	Facility Roof Repair/Skylights	273,591					273,591		273,591
810	Water Slide Staircase Rehabilitation	60,000					60,000		60,000
810	Hydronic plumbing replacement		120,857				120,857		120,857
810	Leisure Pool Boiler	34,500					34,500		34,500
810	Competition Pool filled to 7 Foot Deep		350,000				350,000		350,000
810	Facility Surge Protector	31,627					31,627		31,627
810	Sauna Men's & Women's Locker room		110,000				110,000		110,000
810	Hydronic Boilers -(heat building)			60,000			60,000		60,000
810	Seal Parking Lot			50,000			50,000		50,000
810	Pyramid Skylights (entrance/front desk/hallway by locker rooms)						-	300,000	300,000
810	Competition boiler			55,075			55,075		55,075
810	Replace 4 samll HVAC systems			600,000			600,000		600,000
810	Replace 4 samll HVAC systems				600,000		600,000		600,000
810	Replace 5 samll HVAC systems					600,000	600,000		600,000
	<b>Total CV Starr Enterprise</b>	<b>\$ 1,623,818</b>	<b>\$ 580,857</b>	<b>\$ 765,075</b>	<b>\$ 600,000</b>	<b>\$ 600,000</b>	<b>\$ 4,169,750</b>	<b>\$ 300,000</b>	<b>\$ 4,469,750</b>

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Fund No.		Prior FY(s)	FY 25/26 Projected	FY 26/27 Projected	FY 27/28 Projected	FY 28/29 Projected	Est. 5 year Total	Beyond CIP	Estimated Total Funding
<b>Water Enterprise Funds</b>									
615	Madsen Hole Ranney - Design		300,000				300,000		300,000
	Extend Water System into North of Pudding Creek		300,000	3,100,000			3,400,000		3,400,000
	Brush Creek Culvert Replacement		90,000				90,000		90,000
	Noyo River Crossing		1,400,000				1,400,000		1,400,000
	Pudding Creek Water Main Paint		100,000				100,000		100,000
	Pudding Creek Water Main Relocation	139,126	1,015,450				1,015,450		1,154,576
	Distribution System Rehabilitation						-		-
	<b>Total Water Enterprise</b>	<b>\$ 139,126</b>	<b>\$ 3,205,450</b>	<b>\$ 3,100,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,305,450</b>	<b>\$ -</b>	<b>\$ 6,444,576</b>
<b>Wastewater Enterprise Funds</b>									
716	Collection System Condition Assessment	750,000					-		750,000
	Elm Street Pump	80,000					-		80,000
	Pudding Creek Water Main Relocation		400,000				400,000		400,000
716	CIPP-Force Mains Project		1,400,000				1,400,000	-	1,400,000
716	Biosolids Storage Structure	20,500	1,017,421				1,017,421		1,037,921
	<b>Total Wastewater Enterprise Funds</b>	<b>\$ 850,500</b>	<b>\$ 2,817,421</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,817,421</b>	<b>\$ -</b>	<b>\$ 3,667,921</b>
<b>Street Repair</b>									
250	Systematic Imp at Unsignalized Intersections - Special Sales Tax	18,100	179,275				179,275		197,375
250	2025 Pavement Preservation Project - Special Sales Tax	222,500	2,500,000				2,500,000		2,722,500
222	Street Rehabilitation 2022/23 - LPP	600,000					-		600,000
222	Street Rehabilitation 2022/23 - HSIP	248,130					-		248,130
250	Street Rehabilitation 2022/23 - Special Sales Tax	3,265,081					-		3,265,081
	<b>Total Street Repair Tax Funds</b>	<b>\$ 4,353,811</b>	<b>\$ 2,679,275</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,679,275</b>	<b>\$ -</b>	<b>\$ 7,033,086</b>
<b>Unidentified Funding</b>									
	Emergency Operations Center - Veterans Memorial		100,000	2,500,000			2,600,000		2,600,000
	Resiliency Center - CV Starr Center			1,450,000	13,050,000		14,500,000		14,500,000
	Main Street Fire Station Rehab-North Wing			3,800,000			3,800,000		3,800,000
	MicroGrid		25,000		18,000,000		18,025,000		18,025,000
	Solar Project- Facilities		5,000,000	4,200,000			9,200,000		9,200,000
	Central Business District Parking Lot	50,000			-		-		50,000
	Broadband - Fiber (Debt)			7,000,000			7,000,000		7,000,000
	Otis Johnson Trail Restoration			100,000			100,000		100,000
	Distribution System Rehabilitation				15,000,000		15,000,000		15,000,000
	CBD Coastal Trail Connection				85,000	715,000	800,000		800,000
	Extend Sewer System North of Pudding			\$ 1,750,000			1,750,000		1,750,000
	Water Tank #1 Replacement						-	6,000,000	6,000,000
	Trash Capture Devices	165,000		1,500,000	-		1,500,000		1,665,000
	Collection System Condition Assessment				12,000,000		12,000,000		12,000,000
	WWTP Main Replacement				3,000,000				
	East City Hall Stabilization			2,000,000			2,000,000		2,000,000
	Storm Drain Master Plan Repairs				2,000,000				
	Pomo Bluffs Park - Parking lot rehabilitation				50,000	-	50,000		50,000
	Raw Water Reservoirs - 135 AF		1,400,000	5,400,000	5,000,000		11,800,000		11,800,000
	Rule 20 Project (undergrounding utilities)	-				2,190,000	2,190,000		2,190,000
	<b>Total Unidentified Funding</b>	<b>\$ 215,000</b>	<b>\$ 6,525,000</b>	<b>\$ 29,700,000</b>	<b>\$ 68,185,000</b>	<b>\$ 2,905,000</b>	<b>\$ 102,315,000</b>	<b>\$ 6,000,000</b>	<b>\$ 108,530,000</b>
<b>TOTALS</b>		<b>\$ 29,017,462</b>	<b>\$ 36,768,804</b>	<b>\$ 39,234,075</b>	<b>\$ 101,114,000</b>	<b>\$ 3,505,000</b>	<b>\$ 170,721,684</b>	<b>\$ 6,300,000</b>	<b>\$ 204,358,328</b>



## Municipal Facilities



## Guest House Rehabilitation

Project: GUEST HOUSE REHABILITATION	
Category:	Municipal Facilities
Department:	Public Works
Task Code:	PWP 00094
Fund:	416
Funding Source(s):	Internal Service Funds
Est. Project Costs:	\$120,000.00
Est. Completion Date:	FY 26/27
Project Lead:	Undetermined



### Project Description

The Guest House was donated to the City of Fort Bragg in 1985 and only minimal improvements to the exterior of the structure have been undertaken since that time. The received a new roof, repairs to wall shingles, a new sign and a fresh coat of paint. Rehabilitation of the existing brick foundation and chimneys is also needed.

The 2012 Guest House Master Plan recommends other upgrades as well, including: upgrade of windows for ultraviolet light protection, improved pedestrian facilities, and updated exterior signage and lighting. Other smaller projects planned for the four years are detailed in the Internal Service Funds table for facilities.

### Project Status

Priority:

LOW

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Fund: 530					\$ -
Internal Service Fund		110000			\$ 110,000
					\$ -
					\$ -
Total Project Cost:	\$ -	\$ 110,000	\$ -	\$ -	\$ 110,000

### Operating Impact of Project


Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Maintenance & Repair			4500	110000				\$ 114,500
Extra	310	550	568	587				\$ 2,015
<b>Total Operating Impact</b>	\$ 310	\$ 550	\$ 5,068	\$ 110,587	\$ -	\$ -	\$ -	\$ 116,515





## Broadband Fiber

Project: BROADBAND FIBER	
Category:	Other
Department:	Public Works
Task Code:	TBD
Fund:	ARPA, UI
Funding Source(s):	American Rescue Plan
Est. Project Costs:	\$17,204,000.00
Est. Completion Date:	FY 26/27
Project Lead:	Sarah McCormick



Project Description	
<p>This project involves City-wide construction of digital infrastructure (underground conduit, fiber, and electronics) through a fiber-to-the-premise (FTTP) network. When this project is completed, nearly 3,100 households and 900 businesses will have access to reliable, and affordable, broadband with speeds up to 10 Gbps.</p> <p>The project is comprised of three primary infrastructure components: 1) middle mile distribution systems; 2) data center electronics; and 3) fiber to the premise drops. The City is partnering with California Department of Technology on a joint design/build for the middle mile segment along Caltrans right of way, and will also secure backhaul from AT&amp;T for added network resiliency. The network's centralized data center will be located at the CV Starr Center property and be supplied with Core Routing, Firewall, Maintenance Switches, and Optical Line Terminal equipment (OLT).</p> <p>The data center connects to 15 Distribution Areas (DA's) equipped with XGS-PON splitter vaults located throughout the city. These DA locations will serve as the aggregated fiber locations where conduit, fiber cable, and fiber distribution terminals (splitters) serve each residence/business location. Extra conduit has been designed to the north, south, east, and west to facilitate future growth opportunities.</p>	
Project Status	Priority: HIGH
Project is in design phase and currently seeking additional funding for construction.	


Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
ARPA	104,000	1,700,000			1,804,000
UI		15,300,000			15,300,000
					0
					0
<b>Total Project Cost:</b>	\$ 104,000	\$ 17,000,000	\$ -	\$ -	\$ 17,104,000

Operating Impact of Project								
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs		50,000	150,000	150,000	150,000	150,000	150,000	800,000
Maintenance & Repair				10,000	10,000	10,000	10,000	40,000
Extra				20,000	20,000	20,000	20,000	80,000
<b>Total Operating Impact</b>	0	50,000	150,000	180,000	180,000	180,000	180,000	920,000



## City Hall - Roof

Project: CITY HALL-ROOF	
Category:	Municipal Facilities
Department:	Public Works
Task Code:	PWP 00139
Fund:	417
Funding Source(s):	Internal Services Fund
Est. Project Costs:	\$130,732.00
Est. Completion Date:	FY 24/25
Project Lead:	Carlos Hernandez



Project Description	
<p>This project involved a tear-off of the existing roofing materials on City Hall and the installation of a bi-layer modified bitumen roof. This project included new stainless steel and copper flashing, stainless steel turbines, and a full cover stainless steel parapet cap. Brick repointing and resealing for both chimneys was also included, as well as upgrades to two undersized leaderheads and downspouts that were replaced with properly sized stainless steel replacements. Repairing leaks in the Thermoplastic Polyolefin roof over the Gym was also included in the scope of services.</p>	

Project Status		Priority:	MEDIUM
<p>The Fort Bragg City Council accepted the completion of the City Hall Roof Replacement Project at the February 24, 2025, City Council Meeting.</p>			

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Fund: 530					
Internal Service Fund		130,732			130,732
Total Project Cost:	0	130,732	0	0	130,732

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs								\$
Maintenance & Repair		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$150,000	\$175,000
Extra	\$207	\$213	\$300	\$310	\$310	\$310	\$1,230	\$2,880
Total Operating Impact	\$207	\$5,213	\$5,300	\$5,310	\$5,310	\$5,310	\$151,230	\$177,880



## City Hall - Siding Replace - South & East Side

**Project:** City Hall- Siding Replace- South & East Side

<b>Category:</b>	Municipal Facilities
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	ISF
<b>Funding Source(s):</b>	Facilities
<b>Est. Project Costs:</b>	\$160,000.00
<b>Est. Completion Date:</b>	FY 27/28
<b>Project Lead:</b>	Undetermined



### Project Description

City Hall requires a face lift to overcome the multiple layers of failed paint over the past one hundred years. The project will include the removal and replacement of siding material on the south and east side of the building. The material to be used for the project will be fiber cement board. This will provide a long lasting material with low maintenance.

### Project Status

**Priority:**

**MEDIUM**

### Project Cost Details


Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Fund: 530					0
Internal Service Fund		160,000			160,000
					0
					0
<b>Total Project Cost:</b>	0	160,000	0	0	160,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>			10,000					10,000
<b>Maintenance &amp; Repair</b>			500	500	500	500	500	2,500
<b>Extra</b>			100	100	100	100	100	500
<b>Total Operating Impact</b>	0	0	10,600	600	600	600	600	13,000



## Emergency Operations Center - Veterans Memorial

Project: EMERGENCY OPERATIONS CENTER – VETERANS MEMORIAL									
Category:	Municipal Facilities								
Department:	Public Works								
Task Code:	TBD								
Fund:	UI								
Funding Source(s):	Facilities								
Est. Project Costs:	\$2,600,000.00								
Est. Completion Date:	FY 27/28								
Project Lead:	Undetermined								

### Project Description

The City in cooperation with the County of Mendocino is in discussion regarding potential acquisition of Veterans Memorial Hall, in order to re-purpose the facility as an Emergency Operations Center as well as maintaining its shared use by the Veterans. The building has significant deferred maintenance and requires upgrades including seismic, ADA, roofing, electrical, IT capabilities, bathroom rehabilitation, etc.

### Project Status

Priority:

**MEDIUM**

Pending Land Acquisition. PG&E Resiliency Hub Grant has been applied for - grant recipients have not been announced yet. If awarded, \$100,000 grant would be applied to the roof repairs. Additional grants applications are currently in progress.

### Project Cost Details

Funding Source(s):	ACTIVITY									
	Prof. Services		Construction		Const. Support		Other	Total		
Fund: Unidentified			2,500,000					2,500,000		
Internal Service Fund								0		
								0		
	0	0	2,500,000	0	0	0	0	2,500,000		
Total Project Cost:	\$	-	\$	5,000,000	\$	-	\$	-	\$	5,000,000


### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs			2500					\$ 2,500
Maintenance & Repair			500	500	500	500	500	\$ 2,500
Extra			100	100	100	100	100	\$ 500
<b>Total Operating Impact</b>	\$ -	\$ -	\$ 3,100	\$ 600	\$ 600	\$ 600	\$ 600	\$ 5,500






## Resiliency Center - CV Starr Center

<b>Project: RESILIENCY CENTER - CV STARR CENTER</b>									
<b>Category:</b>	Municipal Facilities								
<b>Department:</b>	Public Works								
<b>Task Code:</b>	TBD								
<b>Fund:</b>									
<b>Funding Source(s):</b>	UI								
<b>Est. Project Costs:</b>	\$14,500,000.00								
<b>Est. Completion Date:</b>	FY 27/28								
<b>Project Lead:</b>	Undetermined								
<b>Project Description</b>									
<p>The CV Starr Center Phase 3 facility expansion will include a variety of community oriented spaces including several athletic multi-purpose rooms, and a gymnasium with a full sized basketball court. This space is also intended serve as a resiliency center given the multitude of resources accessible through this facility.</p>									
<b>Project Status</b>					<b>Priority: MEDIUM</b>				
<p>A Master Plan for the Phase 3 Facility Expansion was published by Glass Architects in 2016, including various conceptual drawings for the facility. This project is still in the conceptual phase, but the possibility for this facility to serve as a resiliency center is driving the project up in priority.</p>									
<b>Project Cost Details</b>									
<b>Funding Source(s):</b>	<b>ACTIVITY</b>								
	Prof. Services	Construction	Const. Support	Other	Total				
Unidentified	\$ 1,450,000.00	\$ 13,050,000.00			\$ 14,500,000				
					\$ -				
					\$ -				
					\$ -				
<b>Total Project Cost:</b>	\$ 1,450,000	\$ 13,050,000	\$ -	\$ -	\$ 14,500,000				
<b>Operating Impact of Project</b>									
		Fiscal Year							
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total	
Personnel Costs								\$ -	
Maintenance & Repair								\$ -	
Extra								\$ -	
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



## PD EV Charging Stations

Project: PD EV CHARGING STATIONS	
Category:	Municipal Facilities
Department:	Public Works
Task Code:	PWP 00126
Fund:	ISF
Funding Source(s):	PG&E/ISF
Est. Project Costs:	\$401,100.00
Est. Completion Date:	FY 23/24
Project Lead:	Undetermined



Project Description	
<p>Installation of four EV charging stations at the Police Department for the electric patrol vehicles. The four chargers will provide a total of 6 charging arms. The project scope also includes parking lot pavement rehabilitation with an add alternate for the installation of a gated area for patrol vehicles only.</p>	


Project Status	Priority: HIGH
<p>Staff has been working with PG&amp;E since fall of 2023 on this projects funding and behind the meter design. In April 2023, a small contract with a local design firm was executed and the design services for the project are underway. Full plans and specifications are expected in July 2023. The Design for EV Charging stations is complete, we cannot move into the bid phase until Fall because lead times on equipment specifically the transformer was back ordered about 12 months at the time of purchase.</p>	

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
MCOG-D1 Funds		232951			\$ 232,951
Internal Service Fund	10000	131149	5000		\$ 146,149
CalEVip		22000			\$ 22,000
					\$ -
<b>Total Project Cost:</b>	\$ 10,000	\$ 386,100	\$ 5,000	\$ -	\$ 401,100

Operating Impact of Project							
Expenditure Line Item:	Prior Year	Fiscal Year					
		24-25	25-26	26-27	27-28	28-29	Future
Personnel Costs		2500	3000	3000			
Maintenance & Repair			700	700	700	700	4000
Extra							
<b>Total Operating Impact</b>	\$ -	\$ 2,500	\$ 3,700	\$ 3,700	\$ 700	\$ 700	\$ 4,000




## E. City Hall Rehabilitation & Stabilization

Project: E. CITY HALL REHABILITATION & STABILIZATION									
Category:		Municipal Facilities							
Department:		Public Works							
Task Code:		TBD							
Fund:									
Funding Source(s):		UI							
Est. Project Costs:		\$2,250,000							
Est. Completion Date:		FY 27/28							
Project Lead:		Undetermined							
<div><div></div><div></div></div>									
Project Description									
<p>In 2010, Indigo Hammond + Playle Architects in association with Point 2 Structural Engineers produced the “Structural and Use Study of City Hall East.” Various recommendations were made to repair parts of the gymnasium and the old indoor pool.</p> <p>The first priority was to save the structure if feasible. Substantial structural repairs are necessary to accomplish this. The loft/mezzanine structures should be removed. The gymnasium needs some structural work as well.</p>									
Project Status							Priority:	MEDIUM	
<p>The City contracted with Evan Brooks Associates in the spring of 2023 to look for grant funding for this renovation project. The final project will be dependent on planned use of space and funding received. CalOES grant application is in progress. City match would be \$500,000 for \$2,000,000 grant.</p>									
Project Cost Details									
Funding Source(s):	ACTIVITY								
	Prof. Services	Construction	Const. Support	Other	Total				
Grant U/I	250,000	2,000,000			\$ 2,250,000				
Internal Service Fund					\$ -				
					\$ -				
					\$ -				
Total Project Cost:	\$ 250,000	\$ 2,000,000	\$ -	\$ -	\$ 2,250,000				
Operating Impact of Project									
		Fiscal Year							
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total	
Personnel Costs		150	150	150	150	150	150	\$ 900	
Maintenance & Repair		500	500	500	500	500	500	\$ 3,000	
Extra		100	100	100	100	100	100	\$ 600	
Total Operating Impact	\$ -	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 4,500	



## City Hall Remodel + Door Replacement

<b>Project:</b> CITY HALL REMODEL + DOOR REPLACEMENT	
<b>Category:</b>	Municipal Facilities
<b>Department:</b>	Public Works
<b>Task Code:</b>	PWP 00141
<b>Fund:</b>	
<b>Funding Source(s):</b>	ISF
<b>Est. Project Costs:</b>	\$185,358.55
<b>Est. Completion Date:</b>	FY 25/26
<b>Project Lead:</b>	Kevin McDannold



Project Description	
<p>This project includes removal of carpet and installation of laminate or tile flooring in the downstairs lobby, Community Development, and Finance Departments. This project also includes replacing the doors on the south side of the building and the potential installation of new walls in the lobby to better section off the departments is included, if costs allow. <b>Project scope has been adjusted to include some additional spaces in CH East in the flooring portion, as well as the replacement of the malfunctioning sewer line and several outdated electrical panels that serve the City Hall building.</b></p>	

Project Status		Priority:	MEDIUM
<p>Contracts for the flooring, sewer line, and electrical panel replacements have been secured. Anticipated date of electrical panel replacement is April 26th. Flooring work is expected to begin May 5th and continue through the first week of June. The sewer line replacement is expected to be scheduled as soon as weather is permitting.</p>			

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Internal Service Funds		\$ 185,359			\$ 185,359
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 185,359	\$ -	\$ -	\$ 185,359


Operating Impact of Project								
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs		\$ 2,000	\$ 3,000					\$ 5,000
Maintenance & Repair			\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,250
Extra			\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 625
<b>Total Operating Impact</b>	\$ -	\$ 2,000	\$ 3,375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 6,875





## Town Hall Rehab and Bathroom Remodel

Project: TOWN HALL RETROFIT & BATHROOM REMODEL	
Category:	Municipal Facilities
Department:	Public Works
Task Code:	PWP 00122
Fund:	423
Funding Source(s):	Internal Services Fund
Est. Project Costs:	\$823,625.00
Est. Completion Date:	FY 25/26
Project Lead:	Alfredo Huerta



Project Description	
The Town Hall Retrofit and Bathroom Remodel Project will replace windows and exterior molding; repair damage caused by moisture near doors, windows and molding; update storage and A/V areas; and retrofit the restrooms to make them more accessible and visible for public use. The project includes material procurement and installation, mechanical, electrical, plumbing, paint and other miscellaneous items required to complete the project.	

Project Status		Priority:	HIGH
The design for the project was finalized in Q1 of 2025 and was followed by a bid solicitation. The construction contract was awarded at the March 11, 2025 City Council Meeting to Adams Commercial General Contracting, Inc. from Eureka, CA. <b>The project team is currently working on submittal review and material procurement with construction activities expected to begin in the first week of May, 2025. The anticipated project completion is in Q3 of 2025.</b>			


Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Internal Service Funds	\$ 22,420	\$ 793,205		\$ 8,000	\$ 823,625
					\$ -
					\$ -
					\$ -
Total Project Cost:	\$ 22,420	\$ 793,205	\$ -	\$ 8,000	\$ 823,625

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs		\$ 2,000	\$ 3,000					\$ 5,000
Maintenance & Repair			\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,250
Extra			\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 625
Total Operating Impact	\$ -	\$ 2,000	\$ 3,375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 6,875



## Main St. Fire Station Rehab

Project:     MAIN ST. FIRE STATION REHAB - NORTH	
<b>Category:</b>	Municipal Facilities
<b>Department:</b>	Public Works
<b>Task Code:</b>	PWP     00123
<b>Fund:</b>	
<b>Funding Source(s):</b>	Unidentified
<b>Est. Project Costs:</b>	\$4,007,702.00
<b>Est. Completion Date:</b>	FY     26/27
<b>Project Lead:</b>	Alfredo Huerta



Project Description	
<p>In March 2007, the City completed a Public Facilities Master Plan. As a part of the master plan, a preliminary structural analysis of the Main Street Fire Station was completed, with findings and recommendations incorporated into the report. This analysis identified numerous deficiencies in the Fire Station and the risk of structural damage in the event of a major earthquake. The report estimated that making necessary seismic upgrades to the north wing would cost about \$175 per square foot; the south wing would cost about \$50 per square foot and the newer middle section costs would be about \$20 per square foot. As a follow up to the Facilities Master Plan, the City secured a Community Development Block Grant to complete a more extensive evaluation of the structure and foundation to more specifically identify structural fixes to bring the building to current standards. I.L. Welty &amp; Associates completed the structural review and provided recommendations as well as estimates for repair.</p> <p>The original Fire Station Rehabilitation design project scope that resulted from these aforementioned studies aimed to rehabilitate all existing buildings. However, after a structural and architectural analysis was conducted in 2023, it was determined that, due to the similarities in cost of renovation versus new construction, funding newly constructed buildings would be a better use of funds. Due to the ongoing increase in cost of design and construction, the current funds available only allow us to complete a new design for the North Wing. A funding source is yet to be identified.</p>	

Project Status		Priority:	MEDIUM
<p>The design of the north wing has been completed, including a plan check. Planning Entitlements were received in 2024 and the building permit application has been started. The project is currently on hold until a funding source is identified.</p>			


Project Cost Details						
Funding Source(s):	ACTIVITY					Total
	Prof. Services	Construction	Const. Support	Other	Total	
Unidentified Fund		\$ 3,800,000				\$ 3,800,000
CDBG Design Funds	\$ 203,702					\$ 203,702
				\$ 4,000		\$ 4,000
						\$ -
<b>Total Project Cost:</b>	\$ 203,702	\$ 3,800,000	\$ -	\$ 4,000		\$ 4,007,702

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## Main St. Fire Station Roof

<b>Project:</b> Fire Station Roof Replacement Project	
<b>Category:</b>	Municipal Facilities
<b>Department:</b>	Public Works
<b>Task Code:</b>	PWP 00138
<b>Fund:</b>	
<b>Funding Source(s):</b>	Fire Authority JPA
<b>Est. Project Costs:</b>	\$209,110
<b>Est. Completion Date:</b>	FY 24/25
<b>Project Lead:</b>	Carlos Hernandez



Project Description	
<p>This Project involved a tear-off and replacement of all five (5) sections of the Fort Bragg Fire Department roof. Four (4) of the five (5) roof sections were replaced with a bi-layer modified bitumen roof, and two (2) out of those four (4) received new plywood sheathing under the Modified Bitumen layers. The final section of the roof was replaced in-kind with standard roofing shingles. Mechanical equipment received new curbs, and all exterior finishes were stainless steel and copper. Various sections of rotted siding were replaced, and a new stainless steel cap was fitted over all applicable parapet walls.</p>	

<b>Project Status</b>	<b>Priority:</b> HIGH
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The Fort Bragg City Council accepted the completion of the Fire Station Roof Replacement Project at the November 12, 2024, City Council Meeting.

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Fire Authority JPA		\$ 209,110			\$ 209,110
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 209,110	\$ -	\$ -	\$ 209,110

Operating Impact of Project								
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>		\$ 2,500	\$ 2,500					\$ 5,000
<b>Maintenance &amp; Repair</b>		\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 900
<b>Extra</b>		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 600
<b>Total Operating Impact</b>	\$ -	\$ 2,750	\$ 2,750	\$ 250	\$ 250	\$ 250	\$ 250	\$ 6,500



## Police Dept. Roof Replacement


<b>Project:</b>	<b>POLICE DEPT. ROOF REPLACEMENT W/SOLAR</b>							
<b>Category:</b>	Municipal Facilities							
<b>Department:</b>	Public Works							
<b>Task Code:</b>	TBD							
<b>Fund:</b>	ISF							
<b>Funding Source(s):</b>	ISF- Facilities							
<b>Est. Project Costs:</b>	\$70,000.00							
<b>Est. Completion Date:</b>	FY 26/27							
<b>Project Lead:</b>	Undetermined							
<b>Project Description</b>								
Based on an expected 30 year life-cycle for roofs, the Police Department roof is ready for replacement in FY 24/25.								
<b>Project Status</b>				<b>Priority:</b>	<b>MEDIUM</b>			
Given available Facilities fund projects, this project is further out on the CIP horizon.								
<b>Project Cost Details</b>								
<b>Funding Source(s):</b>	<b>ACTIVITY</b>							
	<b>Prof. Services</b>	<b>Construction</b>	<b>Const. Support</b>	<b>Other</b>	<b>Total</b>			
Internal Service Funds		\$ 80,000			\$ 80,000			
					\$ -			
					\$ -			
					\$ -			
<b>Total Project Cost:</b>	\$ -	\$ 80,000	\$ -	\$ -	\$ 80,000			
<b>Operating Impact of Project</b>								
		<b>Fiscal Year</b>						
<b>Expenditure Line Item :</b>	<b>Prior Year</b>	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>	<b>28-29</b>	<b>Future</b>	<b>Total</b>
Personnel Costs								\$ -
Maintenance & Repair					\$ 200	\$ 200	\$ 200	\$ 600
Extra					\$ 100	\$ 100	\$ 100	\$ 300
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 300	\$ 300	\$ 900





## Police Dept. Paint & Repairs- Exterior

<b>Project: POLICE DEPT. PAINT &amp; REPAIRS - EXTERIOR</b>	
<b>Category:</b>	Municipal Facilities
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	ISF, AF
<b>Funding Source(s):</b>	ISF- Facilities,
<b>Est. Project Costs:</b>	\$70,000.00
<b>Est. Completion Date:</b>	FY 25/26
<b>Project Lead:</b>	Undetermined



Project Description	
The Police Department needs paint and exterior repairs around the perimeter.	

Project Status	Priority: MEDIUM
Given available Facilities fund projects, this project is further out on the CIP horizon.	


Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Internal Service Funds		\$ 70,000			\$ 70,000
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 70,000	\$ -	\$ -	\$ 70,000

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item :	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs			\$ 2,500					\$ 2,500
Maintenance & Repair			\$ 150	\$ 150	\$ 150	\$ 150	\$ 200	\$ 800
Extra			\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 500
<b>Total Operating Impact</b>	\$ -	\$ -	\$ 2,750	\$ 250	\$ 250	\$ 250	\$ 300	\$ 3,800



## Microgrid

Project: MICROGRID	
Category:	Municipal Facilities
Department:	Public Works
Task Code:	TBD
Fund:	
Funding Source(s):	PG&E
Est. Project Costs:	\$18,025,000.00
Est. Completion Date:	FY 28/29
Project Lead:	Undetermined



## Project Description

In coordination with PG&E the City of Fort Bragg is exploring the development of a microgrid pursuant to PG&E's Community Microgrid Enablement Tariff (CMET).

Project Status	Priority:	NONE
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### Inception phase

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
PG&E	\$ 25,000	\$ 18,000,000			\$ 18,025,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 25,000	\$ 18,000,000	\$ -	\$ -	\$ 18,025,000

### Operating Impact of Project

[illegible]

## Facilities Solar

Project: FACILITIES SOLAR	
Category:	Municipal Facilities
Department:	Public Works
Task Code:	PWP 0133
Fund:	
Funding Source(s):	
Est. Project Costs:	\$8,000,000.00
Est. Completion Date:	FY 25/26
Project Lead:	John Smith



### Project Description

Interconnection Applications for NEM2 Solar status have been accepted by PG&E. City is locked into NEM2 status for at least (20) years, as long as systems are built and connected to grid by 4/15/2026. The project includes solar panels to be located at six (96) city owned locations including City Hall, PD, Fire Station, WWTP, Water Treatment Plant, and CV Starr Center.

### Project Status

Priority:

HIGH

Syserco Energy Solutions is preparing final project documents.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
		\$ 5,000,000	\$ 8,000,000		\$ 13,000,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 5,000,000	\$ 8,000,000	\$ -	\$ 13,000,000


### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## Police Department Security Retrofit

<b>Project:</b> POLICE DEPT SECURITY RETROFIT	
<b>Category:</b>	Municipal Facilities
<b>Department:</b>	Public Works
<b>Task Code:</b>	PWP 00142
<b>Fund:</b>	ISF, AF
<b>Funding Source(s):</b>	ISF- Facilities, AF - Asset Forfeiture
<b>Est. Project Costs:</b>	\$139,660.00
<b>Est. Completion Date:</b>	FY 24/25
<b>Project Lead:</b>	Alfredo Huerta



Project Description	
<p>This project is based on the need to facilitate existing processes for Police department staff and the need for Accessibility (ADA) improvements at our police department. This project consists of installing a new ADA compliant front entrance door, installing a fingerprint station near the entrance to improve employee safety and efficiency, and improvements to the flooring system in the break and locker rooms.</p>	

Project Status	Priority:
	HIGH

The construction documents for this project were finalized in Q4 of 2024 and a request for quotes was released by city staff in March of 2025. Construction for this project is anticipated to start in May of 2025, with completion in Q3 of 2025.


Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Internal Service Funds	\$ 5,660	\$ 84,211		\$ 5,000	\$ 94,871
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 5,660	\$ 84,211	\$ -	\$ 5,000	\$ 94,871

Operating Impact of Project							
Expenditure Line Item:	Prior Year	Fiscal Year					
		24-25	25-26	26-27	27-28	28-29	Future
Personnel Costs			\$ 2,500				
Maintenance & Repair			\$ 150	\$ 150	\$ 150	\$ 150	\$ 200
Extra			\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
<b>Total Operating Impact</b>	\$ -	\$ -	\$ 2,750	\$ 250	\$ 250	\$ 250	\$ 300



## Facilities Camera and Access Control Project

Project: Facilities Camera and Access Control Project	
Category:	Municipal Facilities
Department:	Public Works
Task Code:	TBD
Fund:	610, 710, 520, 167
Funding Source(s):	PD, CH, CY, WWTP
Est. Project Costs:	\$78,747.00
Est. Completion Date:	FY 24/25
Project Lead:	Carlos Hernandez



### Project Description

City facilities lack surveillance video capabilities, and the Fort Bragg Police Department lacks an access control system for safety and security. Low Voltage Security, a Security Solutions and low voltage company, has provided a quote to install city-owned security cameras and a city-owned access control system at City Facilities. This construction contract will be executed by Low Voltage Security Inc. for \$71,588.06, and a 10% contingency will be held in the budget for additional costs incurred during construction.

### Project Status

Priority:

**HIGH**

The Fort Bragg City Council accepted a contract with Low Voltage Security Inc. for installation services at the March 11, 2025, City Council Meeting.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
		\$ 78,747			\$ 78,747
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 78,747	\$ -	\$ -	\$ 78,747

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -






## Parks & Community Services



## Bainbridge Park Improvements

Project: Bainbridge Park Improvements	
Category:	Parks & Community Services
Department:	PW/CDD/PD
Task Code:	PWP 00096
Fund:	419
Funding Source(s):	Prop 68 Per Capita State Farm
Est. Project Costs:	\$2,266,052.00
Est. Completion Date:	FY 24/25
Project Lead:	Chantell O'Neal



City of Fort Bragg Playground

Project Description	
<p>he project's purpose is to restore the "family friendly" environment at Bainbridge Park. Previously, the following improvements were accomplished: restoring the tennis court, restore the basketball court, add decorative fencing, and two new artificial turf soccer courts. In FY 23/24, the Wiggly Giggly playground was replaced and the City hired a design Engineering firm Melton Design Group to design the remaining park enhancement features including two artificial turf socce fields, a pavilion, bathroom remodel, art, furniture, and landscaping.</p>	

Project Status	Priority:	HIGH
<p>The planning, purchase, and installation of the playground equipment were conducted between FY 22/23 - FY 23/24. The design was completed in March 2025, staff solicited bids for construction. Construction is expected to last up to 125 working days and will be performed through the summer of 2025.</p>		

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Per Capita		\$ 177,952			\$ 177,952
Prop 68	\$ 246,500	\$ 1,816,600			\$ 2,063,100
State Farm		\$ 25,000			\$ 25,000
					\$ -
Total Project Cost:	\$ 246,500	\$ 2,019,552	\$ -	\$ -	\$ 2,266,052

Operating Impact of Project								
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs		\$ 7,000	\$ 6,500					\$ 13,500
Maintenance & Repair		\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 3,600
Extra		\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,200
Total Operating Impact	\$ -	\$ 7,800	\$ 7,300	\$ 800	\$ 800	\$ 800	\$ 800	\$ 18,300



## Pomo Bluffs Park- Parking Lot Rehab

Project: Pomo Bluffs Park- Parking Lot Rehab	
Category:	Parks & Community Services
Department:	Public Works
Task Code:	TBD
Fund:	
Funding Source(s):	Internal Services Fund
Est. Project Costs:	\$250,000.00
Est. Completion Date:	FY 26/27
Project Lead:	Undetermined



### Project Description

Based on an expected 20 year life-cycle for paving, the Pomo Bluffs parking lot will be ready to be repaved in FY 26/27. Other minor park rehabilitation work may be added to the project as needed.

### Project Status

Priority:

LOW

No status updates.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Unidentified		\$ 250,000			\$ 250,000
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -





# Central Business District Parking Maintenance

Project: CENTRAL BUSINESS DISTRICT PARKING MAINTENANCE	
Category:	Parks & Community Services
Department:	Public Works
Task Code:	TBD
Fund:	
Funding Source(s):	In-Lieu Fee
	U/I
Est. Project Costs:	\$50,000.00
Est. Completion Date:	FY 24/25
Project Lead:	Undetermined

Figure 1. Downtown (Central Business District) Parking Strategy Study Area



## Project Description

Several Parking lots in the Central Business District have deferred maintenance. This project will evaluate the existing city owned parking lots, establish needs for pavement preservation, and provide pavement maintenance to at least one location.

## Project Status

Priority:

MEDIUM

The evaluation of parking lots needing maintenance is underway. This project will be constructed with the 2025 streets project. Design is complete (February 2025) construction bids will be solicited in May 2025.

## Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
In-Lieu Fees		\$ 26,488			\$ 26,488
U/I		\$ 23,512			\$ 23,512
					\$ -
					\$ -
					\$ -
Total Project Cost:	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000


## Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
Total Operating Impact	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



# Otis Johnson Trail Restoration

Project: OTIS JOHNSON TRAIL RESTORATION	
Category:	Parks & Community Services
Department:	Public Works
Task Code:	TBD
Fund:	
Funding Source(s):	Unidentified
Est. Project Costs:	\$100,000.00
Est. Completion Date:	FY 26/27
Project Lead:	



Otis R. Johnson Wilderness Park  
City of Fort Bragg

### Project Description

Several trails in the park are experiencing erosion after the winter storms of FY23/24 and showing signs of needing restoration. Staff will begin seeking grant funding for trail rehabilitation and abandonment of any social trails that have surfaced since last construction.

Project Status		Priority:
New Project, no updates.		MEDIUM

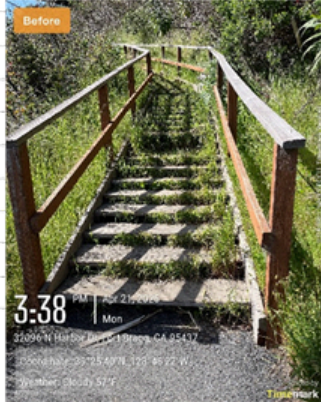
Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Unidentified		\$ 100,000			\$ 100,000
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs	\$ 1,000		\$ 250					\$ 1,250
Maintenance & Repair		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
Extra		\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 750
<b>Total Operating Impact</b>	\$ 1,000	\$ 375	\$ 625	\$ 375	\$ 375	\$ 375	\$ 375	\$ 3,500



## Noyo Harbor Staircase Repairs

Project: Noyo Harbor Staircase Repairs	
Category:	Parks & Community Services
Department:	Public Works
Task Code:	TBD
Fund:	U/I
Funding Source(s):	U/I
Est. Project Costs:	\$100,000.00
Est. Completion Date:	FY 25/26
Project Lead:	Undetermined



### Project Description

The staircase behind Noyo Lite Lodge is in failing condition and in need of repairs. This project will aim to repair or replace the stairway. Additionally, work with MCOG on the Noyo Harbor Circulation grant may provide additional information and resources in regards to a modified staircase design that would connect to both hotels on each side of the roadway and under the bridge and lead down to the Harbor. Funds for this project could instead be used to flesh out this modified design and support the submittal of grant funding for a more functional/relocated staircase.

### Project Status

Priority:

HIGH

Staircase is currently closed due to safety considerations

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Unidentified		\$ 100,000			\$ 100,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## Street Maintenance & Traffic Safety





## 2025 Pavement Preservation Project

Project: 2025 PAVEMENT PRESERVATION PROJECT	
Category:	Traffic Safety
Department:	Public Works
Task Code:	PWP 00132
Fund:	421
Funding Source(s):	LOCAL STREET SALES
	LPP - GRANT
Est. Project Costs:	\$2,722,500.00
Est. Completion Date:	FY 25/26
Project Lead:	Chantell O'Neal



Project Description	
<p>This project proposes pavement preservation techniques like seal coats and microsurfacing be applied to over 6 miles of City Streets. The prioritization of work on this project is the performance of the preservation maintenance locations first and then the inclusion of the locations requiring rehabilitation second as funds allow. The selected locations are based on scenarios identified in the "City of Fort Bragg – 2021 Pavement Management Program Update."</p> <p>Includes identified 36 street segments equivalent to 6.4 miles of City Street. The work will consist of a 2" AC overlay, microsurfacing with digouts, a slurry seal w/ crack seal, and rehabbed with a thick mill and overlay throughout the City Streets. Also the addition of 6 new ADA curb ramps.</p>	
Project Status	Priority: HIGH
<p>Design Contract awarded April 2024. 100% Plans and specifications are expected December 2024. Construction will begin early spring 2025.</p>	


Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Local Street Sales Tax	\$ 222,500	\$ 1,877,500			\$ 2,100,000
LPP - Grant		\$ 400,000			\$ 400,000
					\$ -
					\$ -
<b>Total Project Cost:</b>	<b>\$ 222,500</b>	<b>\$ 2,277,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,500,000</b>

Operating Impact of Project								
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs		\$ 2,000						\$ 2,000
Maintenance & Repair		\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 900
Extra		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 600
<b>Total Operating Impact</b>	<b>\$ -</b>	<b>\$ 2,250</b>	<b>\$ 250</b>	<b>\$ 250</b>	<b>\$ 250</b>	<b>\$ 250</b>	<b>\$ 250</b>	<b>\$ 3,500</b>



## Rule 20 (Utility Underground)

Project: Rule 20 ( Utility Underground)	
Category:	Street Maintenance
Department:	Public Works
Task Code:	PWP 00121
Fund:	
Funding Source(s):	PG&E
Est. Project Costs:	\$2,190,000.00
Est. Completion Date:	FY 29/30
Project Lead:	Undetermined



### Project Description

Public Utilities Commission (PUC) Rule 20A requires PG&E to annually set aside monies for the purpose of undergrounding electric utility infrastructure. As of March 31, 2018, the City's account balance is \$1,215,827. The City receives an additional \$36,000 each year to build up this account. Undergrounding of utilities are normally coordinated with street construction projects to ensure a new pavement surface over extensive utility trenching. For a typical 400 foot City block, the undergrounding cost is approximately \$250,000. Coordinating with PG&E for design and utility undergrounding can take from two to three years before street construction can follow.

Project Status	Priority:	LOW
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No Status updates. PGE has identified this project for design and construction in 2037.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
PG&E		\$ 2,190,000			\$ 2,190,000
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 2,190,000	\$ -	\$ -	\$ 2,190,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## Systematic Improvements at Unsignalized

### Project: Systematic Improvements at Unsignalized

<b>Category:</b>	Street Maintenance
<b>Department:</b>	Public Works
<b>Task Code:</b>	PWP 00131
<b>Fund:</b>	421
<b>Funding Source(s):</b>	HSIP/Local
<b>Est. Project Costs:</b>	\$197,375.00
<b>Est. Completion Date:</b>	FY 25/26
<b>Project Lead:</b>	Chantell O'Neal



### Project Description

Install or upgrade larger or additional stop signs or other intersection warning and regulatory signs, install or upgrade pedestrian crossings with enhanced safety features including RRFs. Locations for improvements in this project include North Harbor Drive, Redwood Ave, Boatyard Drive at SR 20, Pine Street, and others. The most significant change is the proposed lighted beacon crossing of SR 1 at Pine Street.

### Project Status

Priority:

**MEDIUM**

Design in progress. Construction is planned summer 2025.

### Project Cost Details


Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Local Street Sales Tax	\$ 18,100				\$ 18,100
HSIP		\$ 179,275			\$ 179,275
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 18,100	\$ 179,275	\$ -	\$ -	\$ 197,375

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>	\$ 800	\$ 1,200	\$ 2,000					\$ 4,000
<b>Maintenance &amp; Repair</b>		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
<b>Extra</b>		\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 750
<b>Total Operating Impact</b>	\$ 800	\$ 1,575	\$ 2,375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 6,250



## 2022/23 Streets Rehabilitation

Project: 2022/23 Streets Rehabilitation								
Category:	Street Maintenance							
Department:	Public Works							
Task Code:	PWP	00120						
Fund:	421							
Funding Source(s):	Street Sales Tax & LPP							
Est. Project Costs:	\$4,481,616.00							
Est. Completion Date:	FY	23/24						
Project Lead:	Chantell O'Neal							
<h2>Project Complete</h2>								
<h3>Project Description</h3>								
<p>This project will rehabilitate pavement of up to 8 streets throughout the City and incorporates the previously programmed street striping project, bollard installation, and crosswalk rehabilitation in the downtown pedestrian core. Since this streets project includes rehab of much of Franklin Street including the Central Business District corridor and striping, the stamped crosswalks project previously programmed in the 5 year CIP look ahead needed to be including into the scope. Rehabilitating the stamped asphalt crosswalks in downtown will ensure their long-term viability. Many of the cross walks were lasted rehabilitated in 2012 and are now showing signs of wear and are ready for another round of rehabilitation. The project is funded with a combination of sources including the Local Partnership Program (LPP) of SB-1 (\$600,000) and D1 RSTP (\$206,405) Street Sales Tax (\$1,270,595), Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA, HR 133) (\$162,000), Water/Wastewater Enterprise (\$361,000), HSIP (\$248,130)</p>								
<h3>Project Status</h3>			Priority:	HIGH				
Project Complete								
<h3>Project Cost Details</h3>								
Funding Source(s):	ACTIVITY							
	Prof. Services	Construction	Const. Support	Other	Total			
250- Special Sales Tax	\$ 530,316	\$ 2,734,765			\$ 3,265,081			
LPP- Grant		\$ 600,000			\$ 600,000			
D1- Grant		\$ 206,405			\$ 206,405			
CRSAA		\$ 162,000			\$ 162,000			
HSIP		\$ 248,130			\$ 248,130			
Total Project Cost:	\$ 530,316	\$ 3,951,300	\$ -	\$ -	\$ 4,481,616			
<h3>Operating Impact of Project</h3>								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs	\$ 2,800	\$ 8,000	\$ 2,500					\$ 13,300
Supplies & Materials								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Total Operating Impact	\$ 2,800	\$ 8,000	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ 13,300

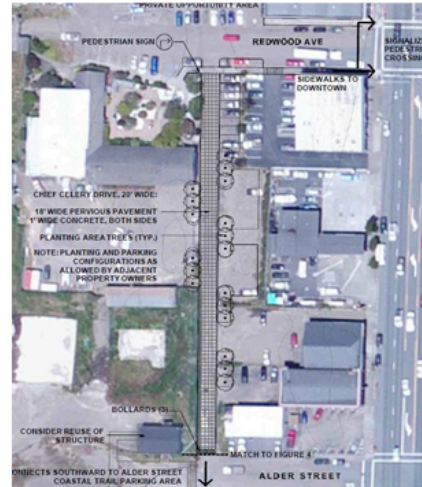




## CBD Coastal Trail Connection

### Project: CBD COASTAL TRAIL CONNECTION

<b>Category:</b>	Street Main. & Traffic Safety
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	
<b>Funding Source(s):</b>	U/I & Local
<b>Est. Project Costs:</b>	\$800,000.00
<b>Est. Completion Date:</b>	FY 28/29
<b>Project Lead:</b>	Chantell O'Neal



### Project Description

The concept for the Redwood Avenue link to the middle section of the Coastal Trail is to provide a short, easy and enjoyable trail connection to downtown that shifts the outdoor coastal trail hiking experience to an urban experience where visitors can access downtown restaurants and shops. From the downtown employment center, workers would also enjoy a short walk and fresh air by the coast by taking the same pathway. The connections would be made from the Alder Street Coastal Trailhead and parking area(s) by improving Chief Celery Drive (between Redwood Avenue and Oak Street) into a multi-use trail, though predominately a pedestrian way with sidewalks and landscaping, where possible. On Redwood Avenue, sidewalks, paving, landscaping and signage would provide wayfinding guidance to improve the visitor experience on both sides of Main Street.

### Project Status

Priority:

LOW

Concept Design Stage and grant applications.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Unidentified	\$ 85,000	\$ 715,000			\$ 800,000
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 85,000	\$ 715,000	\$ -	\$ -	\$ 800,000


### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>								\$ -
<b>Maintenance &amp; Repair</b>				\$ 300	\$ 300	\$ 300	\$ 300	\$ 1,200
<b>Extra</b>				\$ 150	\$ 150	\$ 150	\$ 150	\$ 600
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ 450	\$ 450	\$ 450	\$ 450	\$ 1,800



## Willow St. Pedestrian Improvements -HSIP

Project Willow St. Pedestrian Improvements -HSIP	
<b>Category:</b>	Street Main. & Traffic Safety
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	
<b>Funding Source(s):</b>	HSIP / Local
<b>Est. Project Costs:</b>	\$397,200.00
<b>Est. Completion Date:</b>	FY 26/27
<b>Project Lead:</b>	Kevin McDannold



Project Description	
Install a pedestrian crossing island, high visibility crosswalks, and ADA compliant sidewalk, curb gutter, curb ramps, and bulbouts to improve pedestrian safety on Willow St.	

Project Status	Priority:	MEDIUM
Project has been selected by HSIP to be funded. Design is underway, construction to begin Summer of 2026.		

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
HSIP	\$ 33,507	\$ 274,950	\$ 41,220		\$ 349,677
Local Funds	\$ 12,393	\$ 30,550	\$ 4,580		\$ 47,523
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 45,900	\$ 305,500	\$ 45,800	\$ -	\$ 397,200

Operating Impact of Project								
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Maintenance & Repair				\$ 300	\$ 300	\$ 300	\$ 300	\$ 1,200
Extra				\$ 150	\$ 150	\$ 150	\$ 150	\$ 600
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ 450	\$ 450	\$ 450	\$ 450	\$ 1,800



## Stop Gap Patch Pave PROJECT

Project: Stop Gap Patch Pave PROJECT	
Category:	Traffic Safety
Department:	Public Works
Task Code:	PWP
Fund:	421
Funding Source(s):	Local Streets and Roads (LSR)
	Unassigned Reserves
Est. Project Costs:	\$393,500.00
Est. Completion Date:	FY 25/26
Project Lead:	Chantell O'Neal



### Project Description

This project consists of targeted surface repairs, including patching of large potholes and restoration of deteriorated wheel paths on up to six (6) identified streets. This is a maintenance project to extend the useful life of several roadways entering failed condition

### Project Status

Priority:

HIGH

Construction will begin in summer 2025.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
LSR		\$ 187,714			\$ 187,714
Unassigned Reserves		\$ 162,286	\$ 35,000		\$ 197,286
Local Street Sales Tax	\$ 8,500				\$ 8,500
					\$ -
<b>Total Project Cost:</b>	<b>\$ 8,500</b>	<b>\$ 350,000</b>	<b>\$ 35,000</b>	<b>\$ -</b>	<b>\$ 393,500</b>

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs		\$ 2,000						\$ 2,000
Maintenance & Repair		\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 900
Extra		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 600
<b>Total Operating Impact</b>	<b>\$ -</b>	<b>\$ 2,250</b>	<b>\$ 250</b>	<b>\$ 250</b>	<b>\$ 250</b>	<b>\$ 250</b>	<b>\$ 250</b>	<b>\$ 3,500</b>



## 2027 Roadway Revitalization

<b>Project: 2027 Roadway Revitalization</b>
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<b>Category:</b>	Street Maint. & Traffic Safety
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	421
<b>Funding Source(s):</b>	LPP C, LPP F, and Local
<b>Est. Project Costs:</b>	<b>\$6,342,670.00</b>
<b>Est. Completion Date:</b>	FY 26/27
<b>Project Lead:</b>	Chantell O'Neal



### Project Description

The City of Fort Bragg has identified four (4) streets equivalent to approximately 2.2 miles of City Street, which will receive pavement repair and rehabilitation. The scope of the 2027 Roadway Revitalization Project includes the repair and rehabilitation of 2.2 Miles of streets using a combination of thick mill and/or 4" dig-outs and overlay on four (4) primary roadways. The project also includes the replacement of 1,700 linear feet of failed stormdrain pipe, and 46 curb ramps will be brought into compliance with ADA standards. Original Project estimate submitted in the Competitive grant (LPP C) application was \$4,731,000 however, the new proposed project amount is increased to include street locations previously removed from the 2025 project and installation of water valves along Oak Street per the recommendations of HDR in the Draft Water Master Plan.

### Project Status

**Priority:**

**NONE**

Design expected to begin 25/26 FY

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Local/Reserved	\$ 116,000	\$ 1,415,435			\$ 1,531,435
LPP-C		\$ 2,667,000			\$ 2,667,000
Water Enterprise	\$ 3,500	\$ 36,000			\$ 39,500
LPP F		\$ 400,000			\$ 400,000
Local Streets Sales Tax	\$ 464,000	\$ 853,735	\$ 387,000		\$ 1,704,735
					\$ -
					\$ -
<b>Total Project Cost:</b>	<b>\$ 583,500</b>	<b>\$ 5,372,170</b>	<b>\$ 387,000</b>	<b>\$ -</b>	<b>\$ 6,342,670</b>

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>





## Red Streets and Alley Rehabilitation

Project: Red Streets and Alley Rehabilitation	
Category:	Street Maint. & Traffic Safety
Department:	Public Works
Task Code:	TBD
Fund:	421
Funding Source(s):	LPP-C and Local
Est. Project Costs:	\$5,000,000.00
Est. Completion Date:	FY 28/29
Project Lead:	Chantell O'Neal



### Project Description

This project seeks to find the alleys in the worst condition when identified in the 2011 Alley Master Plan as being in the highest priority for work. Additionally, any collector streets with a PCI under 65 will be considered for this project, as well as an evaluation of any other streets for which recommended treatment is similar to the techniques proposed in the alley project will be considered for incorporation into the project if budget exists after the alleys and collector streets are prioritized.

### Project Status

Priority: **HIGH**

Staff will submit a LPP Competitive application in 2026. An additional status update will be provided after that time.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
LPP C					\$ -
Local Sales Tax	\$ 600,000	\$ 4,400,000			\$ 5,000,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 600,000	\$ 4,400,000	\$ -	\$ -	\$ 5,000,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## CV Starr Enterprise



## CV Starr HVAC Air Intake Redesign

Project: CV STARR HVAC AIR INTAKE REDESIGN	
Category:	CV STARR Enterprise
Department:	Public Works
Task Code:	PWP 00135
Fund:	810
Funding Source(s):	CV STARR
Est. Project Costs:	\$993,500.00
Est. Completion Date:	FY 25/26
Project Lead:	Carlos Hernandez



### Project Description

The CV Starr HVAC project includes the replacement of two rooftop air handler units serving the natatorium portion of the facility. The facility's proximity to the ocean, as well as previous design inefficiencies and serviceable life span, have caused the current units to deteriorate. In order for the facility to satisfy current standards for interior air quality and circulation, the two existing roof top air handlers will be replaced by two new units as specified in the technical specifications for Public Works Project 00135 CV Starr Center HVAC Replacement and Improvements as provided by Whitchurch Engineering Inc. and accepted by Council at the December 9, 2024 City Council Meeting. The construction contract will be executed by Kevin M. Sullivan and Associates Inc. for \$870,000, and a 10% contingency will be held in the budget for additional costs incurred during construction.

### Project Status

Priority:

**HIGH**

The CV Starr Center HVAC Replacement and Improvements Project has completed 100% Construction Documents and a construction contract has been awarded to Kevin M. Sullivan and Associates Inc. as of December 9, 2024. Buildout of this project is anticipated to take place Q4 2025 - Q1 2026 due to lead times for procuring mechanical equipment.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
CV STARR	\$ 36,500	\$ 957,000			\$ 993,500
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 36,500	\$ 957,000	\$ -	\$ -	\$ 993,500

### Operating Impact of Project

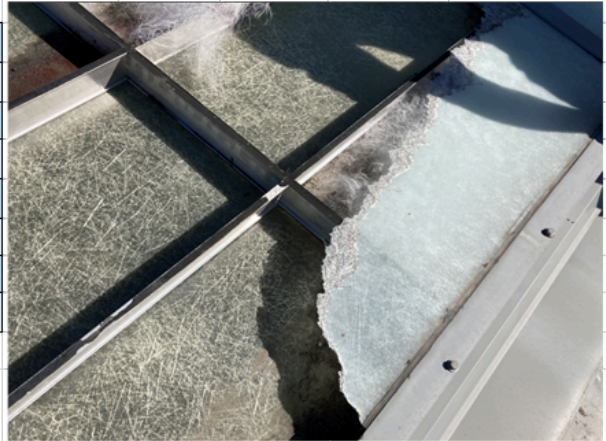
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## Facility Roof Repair/Skylights

### Project: CV Starr Center Skylight Replacement Project

Category:	CV STARR Enterprise
Department:	Public Works
Task Code:	PWP 00140
Fund:	810
Funding Source(s):	CV STARR
Est. Project Costs:	\$300,950.00
Est. Completion Date:	FY 25/26
Project Lead:	Carlos Hernandez



### Project Description

The CV Starr Center Roof Repair Project will cover repairs to the existing Fiberglass-Reinforced Panel feature that runs across the ridge of the Natatorium roof. This feature was implemented as a translucent skylight system that serves to eliminate the need for excessive lighting in the natatorium. After many years of direct exposure to the sun, the existing fiberglass panels on the south-facing side of the roof have become brittle, and the City of Fort Bragg is pursuing a contract with Sustainable Living Builders Inc. to have 32 panels replaced in-kind with new materials. This construction contract will be executed by Sustainable Living Builders Inc. for \$273,591.09, and a 10% contingency will be held in the budget for additional costs incurred during construction.

### Project Status

Priority: **EMERGENCY**

This Project was awarded to Sustainable Living Builders by the Fort Bragg City Council at the January 13, 2025, City Council Meeting in the amount of \$273,591.09. Construction is expected to take place Q4 2025-Q2-2026.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
CV STARR		\$ 300,950			\$ 300,950
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 300,950	\$ -	\$ -	\$ 300,950

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -





## CV Starr Water Slide Staircase Rehab

Project: CV STARR WATER SLIDE STAIRCASE REHAB	
Category:	CV STARR Enterprise
Department:	Public Works
Task Code:	TBD
Fund:	810
Funding Source(s):	CV STARR
Est. Project Costs:	\$30,000.00
Est. Completion Date:	FY 25/26
Project Lead:	Undetermined



### Project Description

Staircase for the water slide is reaching the end of its useful life and needs rehabilitation.

### Project Status

Priority:

LOW

No Updates

### Project Cost Details


Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
CV STARRT		\$ 150,000			\$ 150,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## CV Starr Reception Desk Area Rehab

<b>Project: CV STARR RECEPTION DESK AREA REHAB</b>									
<b>Category:</b>	CV STARR Enterprise								
<b>Department:</b>	Public Works								
<b>Task Code:</b>	TBD								
<b>Fund:</b>	810								
<b>Funding Source(s):</b>	CV STARR								
<b>Est. Project Costs:</b>	\$150,000.00								
<b>Est. Completion Date:</b>	FY 27/28								
<b>Project Lead:</b>	Undetermined								
<b>Project Description</b>									
Desk area in need of rehab.									
<b>Project Status</b>						<b>Priority:</b>		<b>NONE</b>	
No Updates.									
<b>Project Cost Details</b>									
<b>Funding Source(s):</b>	<b>ACTIVITY</b>								
	<b>Prof. Services</b>	<b>Constuction</b>	<b>Const. Support</b>	<b>Other</b>	<b>Total</b>				
CV STARR		\$ 150,000			\$ 150,000				
					\$ -				
					\$ -				
					\$ -				
					\$ -				
					\$ -				
<b>Total Project Cost:</b>	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000				
<b>Operating Impact of Project</b>									
		<b>Fiscal Year</b>							
<b>Expenditure Line Item:</b>	<b>Prior Year</b>	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>	<b>28-29</b>	<b>Future</b>	<b>Total</b>	
Personnel Costs								\$ -	
Supplies & Material								\$ -	
Maintenance & Repair								\$ -	
Extra								\$ -	
Extra								\$ -	
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



## CV Starr Center Pool Depth Reduction Project

Project: CV Starr Center Pool Depth Reduction Project				
Category:	CV STARR Enterprise			
Department:	Public Works			
Task Code:	TBD			
Fund:				
Funding Source(s):	CV STARR			
Est. Project Costs:	\$320,000.00			
Est. Completion Date:	FY 25/26			
Project Lead:	Carlos Hernandez			



### Project Description

The deep end of the CV Starr Center Competition Pool was designed with a 12'6" max depth to accommodate a diving board at the southwest corner of the pool. The shallow end of the competition pool is a 4' deep. This project will reduce the maximum depth of the swimming pool from 12'6" deep to 7' deep. This will eliminate the diving board, but will ultimately benefit the community by creating a safer pool for all to use. This project also aims to address the staff shortage by making lifeguard training more accessible to individuals seeking employment as a lifeguard at the CV Starr Center by reducing the maximum depth used for training from 12'6" to 7'.

### Project Status

Priority:

**MEDIUM**

The City of Fort Bragg has reached out to contractors that serve Mendocino County under a C53 - Swimming Pool Contractors License in an effort to gauge interest and feasibility in preparation for an official request for bid.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
	\$ 20,000	\$ 300,000			\$ 320,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 20,000	\$ 300,000	\$ -	\$ -	\$ 320,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## Charge Up CV Starr

Project: Charge-Up CV Starr	
Category:	Street Maint. & Traffic Safety
Department:	Public Works
Task Code:	TBD
Fund:	
Funding Source(s):	CRP
Est. Project Costs:	\$941,447.00
Est. Completion Date:	FY 27/28
Project Lead:	Chantell O'Neal



### Project Description

The Carbon Reduction Program Grant (CRP) will fund Phase 1 which will cover Engineering Design and Environmental Services for the Installation of up to six (6) Public DC Fast Chargers at the City-owned and operated CV Starr Recreation Facility. Staff will seek additional grant funding for the installation of chargers.

### Project Status

Priority:

**MEDIUM**

CRP Grant awarded in the amount of \$75,546. The \$9,801 of unidentified funds are the required program match.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
CRP	\$ 75,646				\$ 75,646
Unidentified (UI)	\$ 9,801	\$ 856,000			\$ 865,801
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 85,447	\$ 856,000	\$ -	\$ -	\$ 941,447

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## Water Enterprise





## Madsen Hole Rainey- Design

Project: MADSEN HOLE RAINEY -DESIGN	
Category:	Water Enterprise
Department:	Public Works
Task Code:	WTR
Fund:	
Funding Source(s):	Water Enterprise
Est. Project Costs:	\$300,000.00
Est. Completion Date:	FY 25/26
Project Lead:	Undetermined



### Project Description

The City's raw water source at Madsen Hole in the Noyo River currently used a Ranney Collector to provide some preliminary treatment at the source prior to pumping the water to the treatment plant. This is especially important during rain events to allow some filtration when turbidity has increased. This type of system is placed below ground to extract water from an aquifer with direct connection to a surface water source. This system has failed and is in need of replacement. This portion of the project includes design services only.

### Project Status

Priority:

HIGH

Work expected to begin 2025.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
651- Water Enterprise		\$ 300,000			\$ 300,000
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000

### Operating Impact of Project

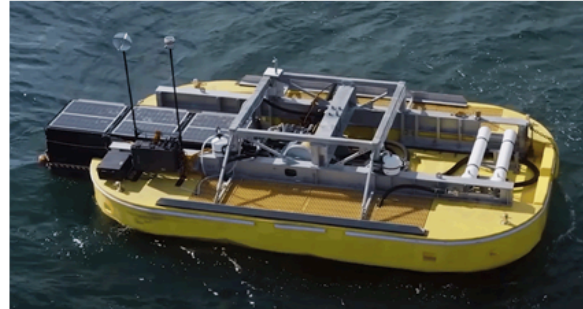
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## Desalination- Ocean Intake- Pilot Project

**Project: Desalination- Ocean Intake- Pilot Project**

<b>Category:</b>	Water Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	WTR 00025
<b>Fund:</b>	610
<b>Funding Source(s):</b>	DWR
<b>Est. Project Costs:</b>	\$1,400,000
<b>Est. Completion Date:</b>	FY 25/26
<b>Project Lead:</b>	John Smith



### Project Description

Wave powered desalination buoy company contacted the City in 2022 to discuss an opportunity for the City to complete a pilot project. This work will require a number of studies and discussions with regulatory agencies, making sure they receive the information needed to deploy the pilot buoy.

### Project Status

**Priority:** HIGH

Consultants are completing the preparation to begin required studies and CEQA analysis.

### Project Cost Details


Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
651- Water Enterprise	\$ 500,000	\$ 800,000	\$ 100,000		\$ 1,400,000
					\$ -
<b>Total Project Cost:</b>	\$ 500,000	\$ 800,000	\$ 100,000	\$ -	\$ 1,400,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>		\$ 25,000	\$ 30,000					\$ 55,000
<b>Supplies &amp; Material</b>			\$ 10,000					\$ 10,000
<b>Maintenance &amp; Repair</b>								\$ -
<b>Extra</b>								\$ -
<b>Total Operating Impact</b>	\$ -	\$ 25,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 65,000




# Water Treatment Plant Overhaul

Project:		Water Treatment Plant Overhaul						
								
Category:	Water Enterprise							
Department:	Public Works							
Task Code:	WTR 00017							
Fund:	651							
Funding Source(s):	SRF							
Est. Project Costs:	\$12,926,000							
Est. Completion Date:	FY 25/26							
Project Lead:	John Smith/Heath Daniels							
Project Description								
For the past 35 years, two Microfloc Trident 420c units have clarified and filtered the City's water. In 1998, the filter media was replaced and in 2006 clarifier media was added. The units are worn and in need of replacement. Over the years, Microfloc has made several improvements to the design, to make the units more efficient and capable of achieving better filtration, as well as to conserve water. Items included in this overhaul are: increase the filter to waste pipe size (this will allow filters to stay in compliance during operational problems), replace filter media, replace-upgrade filter underdrain, filter wash system, replace clarifier media, replace air manifold, water inlet headers, and sandblast and paint the units. In addition to rehabilitating the water plant, the raw water ponds will be lined to eliminate seepage and an old clarifier will be demolished to open up some space on the site.								
Project Status				Priority:	HIGH			
This project is well into construction and is nearing 80% completion. The contractor has completed improvements to both of the raw water backwash storage ponds, one of the pre-treatment raw water ponds, and the Water Storage Tank No. 2. Work on the second raw water pond is expected to be completed by Q3 of 2025. Improvements to the control building are almost complete, including foundation improvements, restoring pumps, new framing and roofing. Rehabilitation of the filter treatment units is substantially completed and is expected to be completed in Q2 of 2025. Site yard piping improvements will commence in Q2 of 2025 and the current project substantial completion expected by September 2025.								
Project Cost Details								
Funding Source(s):	ACTIVITY							
	Prof. Services	Construction	Const. Support	Other	Total			
651- Water Enterprise	\$ 426,000	\$ 11,697,000	\$ 803,000		\$ 12,926,000			
					\$ -			
					\$ -			
					\$ -			
					\$ -			
Total Project Cost:	\$ 426,000	\$ 11,697,000	\$ 803,000	\$ -	\$ 12,926,000			
Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs	\$ 2,000	\$ 25,000	\$ 35,000	\$ 4,000	\$ 2,500	\$ 2,500	\$ 4,000	\$ 75,000
Supplies & Material		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 6,000
Maintenance & Repair		\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 7,200
Extra		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
Total Operating Impact	\$ 2,000	\$ 27,450	\$ 37,450	\$ 6,450	\$ 4,950	\$ 4,950	\$ 6,450	\$ 89,700






## Pudding Creek Water Main Relocation

Project:		Pudding Creek Water Main Relocation																				
<div><table><tr><td>Category:</td><td>Water Enterprise</td></tr><tr><td>Department:</td><td>Public Works</td></tr><tr><td>Task Code:</td><td>WTR      00014</td></tr><tr><td>Fund:</td><td>651</td></tr><tr><td>Funding Source(s):</td><td>Water Enterprise</td></tr><tr><td>Est. Project Costs:</td><td>\$1,154,576.00</td></tr><tr><td>Est. Completion Date:</td><td>FY      24/25</td></tr><tr><td>Project Lead:</td><td>Diane O'Connor</td></tr></table></div> <div></div>							Category:	Water Enterprise	Department:	Public Works	Task Code:	WTR      00014	Fund:	651	Funding Source(s):	Water Enterprise	Est. Project Costs:	\$1,154,576.00	Est. Completion Date:	FY      24/25	Project Lead:	Diane O'Connor
Category:	Water Enterprise																					
Department:	Public Works																					
Task Code:	WTR      00014																					
Fund:	651																					
Funding Source(s):	Water Enterprise																					
Est. Project Costs:	\$1,154,576.00																					
Est. Completion Date:	FY      24/25																					
Project Lead:	Diane O'Connor																					
Project Description																						
The pipeline providing treated water to the north side of town is currently located on the remains of Georgia Pacific's Pudding Creek Dam. To eliminate the on-going risk to the water main presented by a compromised dam, the water main will be relocated to the nearby Highway 1 (N. Main Street) bridge over Pudding Creek. The water main design is currently underway, and the City is coordinating with Caltrans to accommodate the relocation as part of the future widening of the bridge, to be completed in 2022. CalTrans has included the necessary supports for the new water main in their bridge plans, along with the relocation of our sewer force main, however, the City will need to provide funding from the Water Enterprise Fund for the actual construction of the pipeline.																						
Project Status					Priority:	HIGH																
The project has been 99% completed but the City has not yet been invoiced by Caltrans for the project costs.																						
Project Cost Details																						
Funding Source(s):	ACTIVITY					Total																
	Prof. Services	Construction	Const. Support	Other																		
651- Water Enterprise	\$            139,126	\$        1,015,450			\$   1,154,576																	
					\$        -																	
Total Project Cost:	\$            139,126	\$        1,015,450	\$        -	\$        -	\$   1,154,576																	
Operating Impact of Project																						
		Fiscal Year																				
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total														
Personnel Costs	\$    5,000	\$    5,000	\$    5,000	\$    5,000	\$    5,000	\$    5,000	\$    5,000	\$    35,000														
Supplies & Material	\$     200	\$     200	\$     200	\$     200	\$     200	\$     200	\$     200	\$    1,400														
Maintenance & Repair		\$     250	\$     250	\$     250	\$     250	\$     250	\$     250	\$    1,500														
Extra		\$     150	\$     150	\$     150	\$     150	\$     150	\$     150	\$     900														
Total Operating Impact	\$   5,200	\$   5,600	\$   5,600	\$   5,600	\$   5,600	\$   5,600	\$   5,600	\$   38,800														



## Raw Water Line- All Phases

Project:		Raw Water Line- All Phases						
<div><div>Category:</div><div>Water Enterprise</div></div> <div><div>Department:</div><div>Public Works</div></div> <div><div>Task Code:</div><div>WTR00016</div></div> <div><div>Fund:</div><div>610</div></div> <div><div>Funding Source(s):</div><div>DWR</div></div> <div><div>Est. Project Costs:</div><div>\$9,810,487.00</div></div> <div><div>Est. Completion Date:</div><div>FY25/26</div></div> <div><div>Project Lead:</div><div>Diane O'Connor</div></div>								
Project Description								
<p>The City of Fort Bragg receives its water from three sources: Waterfall Gulch, Newman Gulch, and the Noyo River. The raw water from Waterfall Gulch and Newman Gulch gravity flows through a transmission system of PVC, asbestos cement, ductile iron and steel pipe to the Water Treatment Plant. Much of this transmission line traverses steep, remote, and environmentally sensitive terrane, and has been in place for decades. Failures are more and more common, and it is essential that all of the City's transmission lines remain operational.</p> <p>The engineering design includes over two miles of pipeline that will either replace or relocate the existing system to a less environmentally sensitive location, and is nearing completion. The plans are being developed to allow for construction in up to four segments, depending on the amount of funding initially available. The approved design will involve significant environmental permitting, and there will likely be timber harvest associated with some portions, including the area between Summers Lane Reservoir and the Noyo River that is owned by Lyme Redwood Timberlands.</p> <p>The City has been awarded grant funding in the amount of \$8,797,500 by the Department of Water Resources Urban and Multibenefit Drought Relief Grant to pay for project construction.</p>								
Project Status				Priority:	HIGH			
Project design is complete and the permitting process is ongoing. Construction has been awarded and is anticipated to start in 2024.								
Project Cost Details								
Funding Source(s):	ACTIVITY							
	Prof. Services	Construction	Const. Support	Other	Total			
651- Water Enterprise	\$871,550	\$8,378,937	\$560,000		\$9,810,487			
					\$-			
					\$-			
Total Project Cost:	\$871,550	\$8,378,937	\$560,000	\$-	\$9,810,487			
Operating Impact of Project								
	Fiscal Year							
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs	\$1,000	\$1,500	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$8,500
Supplies & Material		\$200	\$200	\$200	\$200	\$200	\$200	\$1,200
Maintenance & Repair	\$250	\$500	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,750
Extra	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,050
Total Operating Impact	\$1,400	\$2,350	\$2,550	\$2,550	\$2,550	\$2,550	\$2,550	\$16,500



## Raw Water Reservoirs- 135 AF

**Project: RAW WATER RESERVOIRS- 135 AF**

<b>Category:</b>	Water Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	WTR 00024
<b>Fund:</b>	651
<b>Funding Source(s):</b>	Water Enterprise
<b>Est. Project Costs:</b>	\$14,750,000.00
<b>Est. Completion Date:</b>	FY 27/28
<b>Project Lead:</b>	Undetermined



### Project Description

The City purchased 580 acres formerly belonging to MCRPD with the intent of building 3 new reservoirs similar in size to the existing Summers Lane Reservoir, which is located on an adjacent parcel to the NW. The additional reservoirs will allow the City to pump water from the Noyo River during the winter months when flows are high and store the water until summer. Drawing from the reservoirs during the summer months will enable the City to leave the summer flows in the Noyo, benefitting the native species.

The property contains the rare and endemic Mendocino Cypress Woodland which has been mapped by CDFW. The City will locate the new reservoirs in a fenced complex over the most disturbed areas, and intends to create a community forest on the remaining property using conservation easements.

### Project Status

**Priority: HIGH**

The project will go out for design in summer of 2024. It is anticipated that all of the studies necessary for the environmental compliance will take at least 2 years to complete.

### Project Cost Details


Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
651 - Water Enterprise	\$ 1,400,000	\$ 9,750,000	\$ 1,200,000		\$ 12,350,000
					\$ -
<b>Total Project Cost:</b>	\$ 1,400,000	\$ 9,750,000	\$ 1,200,000	\$ -	\$ 12,350,000

### Operating Impact of Project

Expenditure Line Item :	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>		\$ 25,000	\$ 25,000					\$ 50,000
<b>Supplies &amp; Material</b>		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
<b>Maintenance &amp; Repair</b>		\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 1,800
<b>Extra</b>		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 600
<b>Total Operating Impact</b>	\$ -	\$ 25,650	\$ 25,650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 53,900



# Distribution System Rehabilitation

Project: DISTRIBUTION SYSTEM REHABILITATION									
Category:	Water Enterprise								
Department:	Public Works								
Task Code:	WTR 00023								
Fund:	610								
Funding Source(s):	Water Enterprise								
Est. Project Costs:	\$15,850,000.00								
Est. Completion Date:	FY 27/28								
Project Lead:	Chantell O'Neal								

## Project Description

The project will review the entire water distribution system, including pipe type, valve placement, depth to pipe, GIS mapping of the system, bottle neck review and other related equipment and efficiency review. ☐ The Water Treatment Plant is located within the City's Corporation Yard at 31301 Cedar Street in Fort Bragg.

☐ Water supply comes from three (3) surface water sources.

☐ Two are spring fed; sourced from Waterfall Gulch and Newman Gulch. These two surface diversions flow via gravity through the raw water pipeline to the water treatment plant.

☐ The third is a pump drawing from the Noyo River. The Noyo River diversion includes a wet well at the Noyo River and a pump station that is a separate conduit that carries raw water to the treatment plant.

☐ A 45-Acre-Foot Reservoir at the end of Summers Lane that provides emergency water storage during low flow conditions. The reservoir draws and stores water from Waterfall Gulch.

☐ A Small Desalination Plant has been operational since the fall of 2021. The desalination intake is the same as the Noyo River pump. Brackish water in the river occurring during low flows and high ocean tides is pumped to a storage tank at the water treatment plant. The desalination plant treats this brackish water before discharge to the raw water ponds where it is sent to the treatment plant for further processing.

☐ There are four (4) Finished Water Tanks, three 1.5-million-gallon tanks are located at the Corporation Yard and another 0.3-million-gallon tank located on Highway just outside the City Limits.

☐ Water is supplied to customers primarily via gravity flow through the water Distribution System.

☐ Gravity delivery uses water service pressures controlled by water surface elevations in the water treatment plant storage.

## Project Status

Priority:

**MEDIUM**

Design is underway with completion expected late this year. The completed study will provide a list of future projects necessary to rehabilitate the system.

## Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
651- Water Enterprise	\$ 850,000	\$ 15,000,000			\$ 15,850,000
					\$ -
<b>Total Project Cost:</b>	\$ 850,000	\$ 15,000,000	\$ -	\$ -	\$ 15,850,000


## Operating Impact of Project

Expenditure Line Item :	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs		\$ 2,500	\$ 2,000					\$ 4,500
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ 2,500	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 4,500





## Water Meter Replacement

Project: WATER METER REPLACEMENT								
<b>Category:</b>	Water Enterprise							
<b>Department:</b>	Public Works							
<b>Task Code:</b>	WTR 00020							
<b>Fund:</b>	610							
<b>Funding Source(s):</b>	Water Enterprise							
<b>Est. Project Costs:</b>	\$2,944,365.00							
<b>Est. Completion Date:</b>	FY 24/25							
<b>Project Lead:</b>	Diane O'Connor							
								
Project Description								
This project will replace and upgrade water meters throughout town. The current water meters were installed in 2007 with a 10 to 15 year lifespan. Replacement meters will measure water more precisely allowing for improved leak detection. Remote control of the meters will permit it more timely response to water service turn-on and turn-offs.								
<b>Project Status</b>					<b>Priority:</b>	<b>HIGH</b>		
This project is underway. The 3/4" meters were delayed by Badger for over 1 year.								
Project Cost Details								
Funding Source(s):	ACTIVITY							
	Prof. Services	Construction	Const. Support	Other	Total			
CDBG		\$ 2,600,000	\$ 250,000		\$ 2,850,000			
					\$ -			
<b>Total Project Cost:</b>	\$ -	\$ 2,600,000	\$ 250,000	\$ -	\$ 2,850,000			
Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
<b>Personnel Costs</b>		\$ 25,000	\$ 45,000	\$ 20,000				\$ 90,000
<b>Supplies &amp; Material</b>		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
<b>Maintenance &amp; Repair</b>		\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 1,650
<b>Extra</b>		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 600
<b>Total Operating Impact</b>	\$ -	\$ 25,625	\$ 45,625	\$ 20,625	\$ 625	\$ 625	\$ 625	\$ 93,750



## Pudding Creek Water Main Extension (See WW-5)

Project: WATER MAIN EXTENSION NORTH FORT BRAGG	
Category:	Water Enterprise
Department:	Public Works
Task Code:	TBD
Fund:	651
Funding Source(s):	Water Enterprise
Est. Project Costs:	\$3,400,000.00
Est. Completion Date:	FY 26/27
Project Lead:	Alfredo Huerta



### Project Description

The City's water and sewer infrastructure currently ends at Airport Road, about 3,000 feet short of the City Limits. In order to improve water pressure for fire protection, an existing section of 8" pipe needs to be upsized to a 10" main. This will require that a main be installed both along Highway 1 and along the Haul Road, which is owned by MacKerricher State Park.

### Project Status

Priority: **LOW**

The distribution system study that is underway will include some preliminary evaluation of this project, and may help identify future funding sources. The future project will be expanded from those preliminary studies. A request for proposals for the design water main extension is expected to be distributed by city staff in Q3 of 2025.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
651- Water Enterprise	\$ 300,000	\$ 1,800,000	\$ 300,000		\$ 2,400,000
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 300,000	\$ 1,800,000	\$ 300,000	\$ -	\$ 2,400,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>		\$ 10,000	\$ 12,000					\$ 22,000
<b>Supplies &amp; Material</b>		\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 4,800
<b>Maintenance &amp; Repair</b>		\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 3,000
<b>Extra</b>		\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 750
<b>Total Operating Impact</b>	\$ -	\$ 11,425	\$ 13,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 30,550



## Recycled Water

<b>Project: RECYCLED WATER</b>									
<b>Category:</b>	Water Enterprise								
<b>Department:</b>	Public Works								
<b>Task Code:</b>	WTR 00026								
<b>Fund:</b>	610								
<b>Funding Source(s):</b>	WRFP / U/I								
<b>Est. Project Costs:</b>	\$9,500,000.00								
<b>Est. Completion Date:</b>	FY 27/28								
<b>Project Lead:</b>	Undetermined								

RAW SEWAGE

PLANT EFFLUENT

RECLAIMED WATER

Project Description									
<p>Initial stage of the project is to conduct a feasibility study, which will identify the optimal approach to the project, and produce documentation required for the aquisition of federal funding for the design and construction phases. This will result in the addition of a tertiary treatment after the secondary treatment within the Wastewater Treatment Plant, increasing the WW effluent cleanliness for direct/indirect re-use.</p>									

Project Status					Priority: MEDIUM
<p>Recycled Water Feasibility Study is in progress, funded by a \$500,000 WRFP Grant. Feasibility Study work will be completed by the end of May, 2026.</p>					


Project Cost Details						
Funding Source(s):	ACTIVITY					Total
	Prof. Services	Construction	Const. Support	Other		
651- Water Enterprise	\$ -	\$ 8,500,000	\$ 500,000			\$ 9,000,000
WRFP Grant	\$ 500,000					\$ 500,000
Total Project Cost:	\$ 500,000	\$ 8,500,000	\$ 500,000	\$ -		\$ 9,500,000

Operating Impact of Project								
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000			\$ 4,000
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Total Operating Impact	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ 4,000



## Water Tank #1 Replacement

Project: WATER TANK #1 REPLACEMENT	
<b>Category:</b>	Water Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	651
<b>Funding Source(s):</b>	UI
<b>Est. Project Costs:</b>	\$6,000,000
<b>Est. Completion Date:</b>	FY 28/29
<b>Project Lead:</b>	Undetermined



**Project Description**

This project will replace the remaining water tank that has reached the end of its useful life. In addition to providing valuable storage of finished water, it will also allow for the periodic drainage of each of the three tanks in the City's water treatment system for regular maintenance of each tank's interior.

**Project Status**
**Priority:**
LOW

Beyond CIP

**Project Cost Details**

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Unidentified	\$ 250,000	\$ 5,750,000			\$ 6,000,000
					\$ -
<b>Total Project Cost:</b>	\$ 250,000	\$ 5,750,000	\$ -	\$ -	\$ 6,000,000


**Operating Impact of Project**

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -






## Pudding Creek Water Main Paint

Project:		Pudding Creek Water Main Paint						
<b>Category:</b>	Water Enterprise							
<b>Department:</b>	Public Works							
<b>Task Code:</b>								
<b>Fund:</b>	651							
<b>Funding Source(s):</b>	Water Enterprise							
<b>Est. Project Costs:</b>	\$100,000.00							
<b>Est. Completion Date:</b>	FY 25/26							
<b>Project Lead:</b>	Alfredo Huerta							
Project Description								
<p>The pipeline providing treated water to the north side of town was relocated to the nearby Highway 1 (N. Main Street) bridge over Pudding Creek as part of the Caltrans bridge widening project that took place in 2023. This painting project will help with the overall longevity of the pipe that is exposed to the elements.</p>								
Project Status					Priority:	HIGH		
<p>The city has been provided with three cost estimates for this work. This project is expected to take place in Q3 of 2025.</p>								
Project Cost Details								
Funding Source(s):	ACTIVITY							
	Prof. Services	Construction	Const. Support	Other	Total			
651- Water Enterprise		\$ 100,000			\$ 100,000			
					\$ -			
<b>Total Project Cost:</b>	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000			
Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
<b>Personnel Costs</b>	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 35,000
<b>Supplies &amp; Material</b>	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,400
<b>Maintenance &amp; Repair</b>		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
<b>Extra</b>		\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 900
<b>Total Operating Impact</b>	\$ 5,200	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 38,800



## Brush Creek Culvert Replacement

Project: Brush Creek Culvert Replacement	
Category:	Other
Department:	Public Works
Task Code:	TBD
Fund:	
Funding Source(s):	Water Enterprise
Est. Project Costs:	\$90,000.00
Est. Completion Date:	FY 25/26
Project Lead:	Undetermined



### Project Description

A Culvert crossing under Brush Creek Road washed out the roadway due to high storm flows. The Culvert's capacity was exceeded, surcharging upstream until the roadway crest was reached, then overtopping the road. The City of Fort Bragg will utilize on-call engineering services with Lumos Engineering Inc. to develop a plan of action for repairing this section of roadway. This project aims to replace the existing culvert and reconstruct the roadway with adequate road armoring to prevent the reoccurrence of a roadway washout.

### Project Status

Priority: **NONE**

The city of Fort Bragg met with the United States Water Board, the United States Army Corps of Engineers, and Fish and Wildlife on December 11, 2024, to assess the situation at Brush Creek and set expectations for future steps. Lumos Engineering Inc. has provided the city with drainage calculations for the Brush Creek Culvert Replacement Project as of February 27, 2025, and the City is working towards getting a set of drawings together to begin the permitting process.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
	\$ 10,000	\$ 80,000			\$ 90,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 10,000	\$ 80,000	\$ -	\$ -	\$ 90,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## Cedar Street Water Line Replacement

Project: Cedar Street Water Line Replacement	
Category:	Water Enterprise
Department:	Public Works
Task Code:	TBD
Fund:	
Funding Source(s):	
Est. Project Costs:	\$3,620,000.00
Est. Completion Date:	FY 26/27
Project Lead:	Unidentified



### Project Description

This project was a recommendation from the Water Distribution System Master Planning Efforts. The project is to replace the water main on Cedar Street and to upsize to a 16" main.

### Project Status

Priority: MEDIUM

The Water Master Plan being finalized in 2025 provides an in-depth projectg analysis

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
651- Water Enterprise	\$ 320,000	\$ 2,960,000	\$ 340,000		\$ 3,620,000
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 320,000	\$ 2,960,000	\$ 340,000	\$ -	\$ 3,620,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -





## Wastewater Enterprise



## Collection System Rehabilitation

### Project: COLLECTION SYSTEM REHABILITATION

<b>Category:</b>	Wastewater Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	WW 00016
<b>Fund:</b>	715
<b>Funding Source(s):</b>	Wastewater
<b>Est. Project Costs:</b>	\$12,750,000.00
<b>Est. Completion Date:</b>	FY 27/28
<b>Project Lead:</b>	Chantell O'Neal



### Project Description

The City has an on-going program to rehabilitate or repair sewer mains that are failing when leak repairs have become chronic or a significant source of infiltration and inflow (I & I) has been identified. These projects involve the replacement of major portions of failing infrastructure and are considered capital projects rather than ordinary repair or maintenance activities. These projects are generally performed every two years. They utilize technologies that reline the interior of the sewer pipe with minimum disturbance to the surface of overlying streets and alleys. The project will include a full assessment of the collection system. It will review bottle necks, Inflow and infiltration locations within the system improved pipe replacement options.

### Project Status

**Priority:** HIGH

This project was originally scheduled to be completed in tandem with the distribution Master Plan, however it was delayed due to funding constraints. An award for consultant contract was made in November 2023 and the development of the master plan is underway. The Master Planning Documents are expected to be near the beginning of this fiscal year. Capital projects that result from this study will be reflected in the FY 25/26 budget.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
715- Wastewater	\$ 750,000	\$ 11,000,000	\$ 1,000,000		\$ 12,750,000
					\$ -
<b>Total Project Cost:</b>	\$ 750,000	\$ 11,000,000	\$ 1,000,000	\$ -	\$ 12,750,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								
Supplies & Material								
Maintenance & Repair								
Extra								
<b>Total Operating Impact</b>								



## Pudding Creek Sewer Main Relocation

**Project: PUDDING CREEK SEWER MAIN RELOCATION**

<b>Category:</b>	Wastewater Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	WTR 00014
<b>Fund:</b>	716
<b>Funding Source(s):</b>	UI
<b>Est. Project Costs:</b>	\$400,000.00
<b>Est. Completion Date:</b>	FY 25/26
<b>Project Lead:</b>	Diane O'Connor



### Project Description

The pipeline bringing raw sewage from the north side of town to the wastewater treatment plant is located on the west side of the Pudding Creek Bridge. The pipeline will need to be relocated several feet to accommodate the bridge widening proposed by Caltrans.

### Project Status

**Priority: MEDIUM**

The project has been 99% completed but the City has not yet been invoiced by Caltrans for the project costs.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
716- Wastewater		\$ 400,000			\$ 400,000
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 400,000	\$ -	\$ -	\$ 400,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>								\$ -
<b>Supplies &amp; Material</b>								\$ -
<b>Maintenance &amp; Repair</b>								\$ -
<b>Extra</b>								\$ -
<b>Extra</b>								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## Onsite Sodium Hypochlorite Generator

**Project: ONSITE SODIUM HYPOCHLORITE GENERATOR**

<b>Category:</b>	Wastewater Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	WW Fund
<b>Funding Source(s):</b>	716
<b>Est. Project Costs:</b>	\$300,000
<b>Est. Completion Date:</b>	FY 23/24
<b>Project Lead:</b>	Alden Ramos



### Project Description

This project will reduce cost per gallon on product and reduce GHG by eliminating hauling of chemical.

### Project Status

**Priority:**

**MEDIUM**

Equipment has been ordered. Installation in-progress.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
716- Wastewater		\$ 300,000			\$ 300,000
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000

### Operating Impact of Project


Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>		\$ 3,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 15,500
<b>Supplies &amp; Material</b>		\$ 500	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 2,000
<b>Maintenance &amp; Repair</b>		\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 2,100
<b>Extra</b>		\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 900
<b>Extra</b>								\$ -
<b>Total Operating Impact</b>	\$ -	\$ 4,000	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300	\$ 3,300	\$ 20,500





## Elm Street Pump Station

<b>Project: ELM STREET PUMP STATION</b>	
<b>Category:</b>	Wastewater Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	WWP
<b>Fund:</b>	716
<b>Funding Source(s):</b>	Wastewater Enterprise
<b>Est. Project Costs:</b>	\$80,000.00
<b>Est. Completion Date:</b>	FY 23/24
<b>Project Lead:</b>	Alden Ramos



**Project Complete**

Project Description	
<p>The lift station was installed in 1971 and has served the community for over 50 years. This project consists of replacement of existing pipe header to continue operations of the pump station.</p>	

Project Status	Priority:	HIGH
Complete.		


Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
716- Wastewater		\$ 75,000			\$ 75,000
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 75,000	\$ -	\$ -	\$ 75,000

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
<b>Personnel Costs</b>		\$ 2,500						\$ 2,500
<b>Supplies &amp; Material</b>		\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,200
<b>Maintenance &amp; Repair</b>		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
<b>Extra</b>								\$ -
<b>Total Operating Impact</b>	\$ -	\$ 2,950	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 5,200



## Dryer Building Reconstruction

Project: BIOSOLIDS DRYER BUILDING	
<b>Category:</b>	Wastewater Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	WWP 00024
<b>Fund:</b>	716
<b>Funding Source(s):</b>	WW FUND, UNIDENTIFIED
<b>Est. Project Costs:</b>	\$3,887,872.00
<b>Est. Completion Date:</b>	FY 26/27
<b>Project Lead:</b>	Alfredo Huerta



Project Description	
The existing dryer building is a metal frame building with laminate exterior that has corroded over the years and is in need of reconstruction. This project will reconstruct this building with wood framing over the existing foundation. This building will house future biosolids drying equipment that will help improve the current waste handling process at our wastewater facility. There is a current feasibility study taking place that will help us determine which equipment is best for our existing plant.	
Project Status	
**Priority:**	**MEDIUM**
The design of the dryer building was finalized in Q4 of 2024. Formal Bid solicitation will be distributed in Q3 of 2025, with construction expected to be completed in Q4 of 2025. The current feasibility study will be completed in Q2 of 2025, but funding for the new drying equipment is yet to be identified.	
Project Cost Details	

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
716- Wastewater	\$ 52,480	\$ 335,392		\$ 3,500,000	\$ 3,887,872
					\$ -
<b>Total Project Cost:</b>	\$ 52,480	\$ 335,392	\$ -	\$ 3,500,000	\$ 3,887,872

| Operating Impact of Project |  |

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 4,500	\$ 9,000
Supplies & Material	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,200	\$ 2,400
Maintenance & Repair	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500	\$ 3,000
Extra								\$ -
<b>Total Operating Impact</b>	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 7,200	\$ 14,400



## Sewer Main Extension North Fort Bragg (See WRT-9)

Project: SEWER MAIN EXTENSION NORTH FORT BRAGG (SEE WTR-9)	
Category:	Water Enterprise
Department:	Public Works
Task Code:	TBD
Fund:	651
Funding Source(s):	UI
Est. Project Costs:	\$1,750,000.00
Est. Completion Date:	FY 26/27
Project Lead:	Undetermined



### Project Description

The City's water and sewer infrastructure currently ends at Airport Road, about 3,000 feet short of the City Limits. In order to improve water pressure for fire protection, an existing section of 8" pipe needs to be upsized to a 10" main. This will require that a main be installed both along Highway 1 and along the Haul Road, which is owned by MacKerricher State Park.

### Project Status

Priority: **LOW**

The collection system study that is underway will include some preliminary evaluation this project, and may help identify future funding sources. The future project will be expanded from those preliminary studies.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
615- Water Enterprise	\$ 175,000	\$ 1,425,000	\$ 150,000		\$ 1,750,000
					\$ -
					\$ -
<b>Total Project Cost:</b>	<b>\$ 175,000</b>	<b>\$ 1,425,000</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ 1,750,000</b>

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>		\$ 10,000	\$ 12,000					\$ 22,000
<b>Supplies &amp; Material</b>		\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 4,800
<b>Maintenance &amp; Repair</b>		\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 3,000
<b>Extra</b>		\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 750
<b>Total Operating Impact</b>	<b>\$ -</b>	<b>\$ 11,425</b>	<b>\$ 13,425</b>	<b>\$ 1,425</b>	<b>\$ 1,425</b>	<b>\$ 1,425</b>	<b>\$ 1,425</b>	<b>\$ 30,550</b>



## Biosolids Storage Structure

### Project: Biosolids Material Storage Building

<b>Category:</b>	Wastewater Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	WW 00025
<b>Fund:</b>	716
<b>Funding Source(s):</b>	WW CAP FEES, WW FUND
<b>Est. Project Costs:</b>	\$1,037,921.00
<b>Est. Completion Date:</b>	FY 25/26
<b>Project Lead:</b>	Alfredo Huerta



### Project Description

The biosolids storage structure project will help facilitate the handling of biosolids that result from the Waste Water Treatment process as well as reducing staff time double handling material. Our current process involves air drying biosolids, but the exposure to the elements creates extra work for staff on days when there is heavy fog or rain. The proposed biosolids storage structures will provide a solution for our staff to allow the material to dry before disposing while helping protect it from the environment on the coast. The buildings will consist of stick built structure over a slab on grade and perimeter walls.

### Project Status

**Priority:** MEDIUM

The design of the biosolids material storage building will be completed in Q2 of 2025. Construction of the building is expected to take place in Q3 of 2025. Once budget is approved, we will move forward with this project bid process.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
716- Wastewater	\$ 18,000	\$ 1,017,421		\$ 2,500	\$ 1,037,921
					\$ -
<b>Total Project Cost:</b>	\$ 18,000	\$ 1,017,421	\$ -	\$ 2,500	\$ 1,037,921

### Operating Impact of Project

		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
<b>Personnel Costs</b>		\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 4,500
<b>Supplies &amp; Material</b>		\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,200
<b>Maintenance &amp; Repair</b>		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
<b>Extra</b>								\$ -
<b>Total Operating Impact</b>	\$ -	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 7,200



## CIPP-Force Mains Project

<b>Project: CIPP-Force Mains Project</b>
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<b>Category:</b>	Wastewater Enterprise
<b>Department:</b>	Public Works
<b>Task Code:</b>	TBD
<b>Fund:</b>	716
<b>Funding Source(s):</b>	WW Funds
<b>Est. Project Costs:</b>	\$1,400,000.00
<b>Est. Completion Date:</b>	FY 25/26
<b>Project Lead:</b>	Diane O'Connor



### Project Description

Cure in Place Pipe rehabilitation of the North and South Noyo Pump Station Force Mains

### Project Status

**Priority:**

HIGH

In-Design as of May 2025.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Project Cost:	\$ -	\$ -	\$ -	\$ -	\$ -

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
<b>Personnel Costs</b>								\$ -
<b>Supplies &amp; Material</b>								\$ -
<b>Maintenance &amp; Repair</b>								\$ -
<b>Extra</b>								\$ -
<b>Extra</b>								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



## WWTP Main Replacement

Project: WWTP Main Replacement	
Category:	Wastewater Enterprise
Department:	Public Works
Task Code:	TBD
Fund:	
Funding Source(s):	Unidentified
Est. Project Costs:	\$3,000,000.00
Est. Completion Date:	FY 27/28
Project Lead:	Unidentified



### Project Description

Replacement of the 36" CMP water water line that leads to the treatment plant.

### Project Status

Priority:

**MEDIUM**

Project identified in the Collection Systems Master Plan.

### Project Cost Details

Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
Unidentified		\$ 3,000,000			\$ 3,000,000
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ -	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000

### Operating Impact of Project

Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs								\$ -
Supplies & Material								\$ -
Maintenance & Repair								\$ -
Extra								\$ -
Extra								\$ -
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



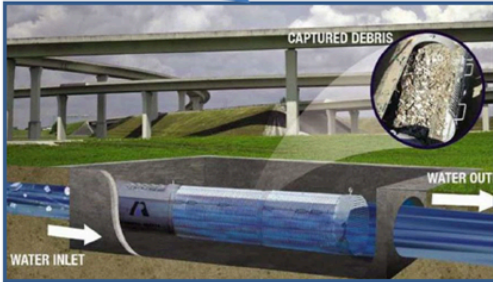
## Storm Water





## Trash Capture Device

Project: TRASH CAPTURE DEVICES	
Category:	Stormwater Enterprise
Department:	Public Works
Task Code:	PWP 00119
Fund:	
Funding Source(s):	SD Capacity Fees & Grants
Est. Project Costs:	\$5,307,000.00
Est. Completion Date:	FY 27/28
Project Lead:	Undetermined



Project Description	
<p>The City is planning to install six a combination of (6) high-flow capacity (HFC) trash capture devices and eight (8) inlet-based trash capture devices inside of existing City storm drain infrastructure in response to Water Code Section 13383 Order, issued by the State Water Board in 2017. The HFC devices will capture and prevent trash from traveling via the storm drains to receiving water bodies. Trash in local watersheds poses a serious threat to surface water quality and aquatic species if transported to local creeks, rivers, or the Pacific Ocean. This project is in response to new State mandates that public storm water systems capture and divert litter/trash from entering the storm drain system to prevent the pollution of receiving waters in streams or the ocean. .</p>	

Project Status		Priority:	MEDIUM
<p>State Water Board Regulations require this project be completed by 2030. In November, Schaaf &amp; Wheeler was hired to prepare 30% designs for the project grant submittal to NOAA for the installation of the first three (3) devices. Staff will continue to work with the consultant to further the design plans to make the project more competitive for grant funding (i.e. shovel ready).</p>			

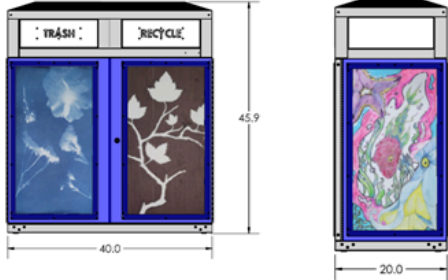
Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
U/I	\$ 457,000	\$ 4,330,000	\$ 520,000		\$ 5,307,000
					\$ -
					\$ -
					\$ -
Total Project Cost:	\$ 457,000	\$ 4,330,000	\$ 520,000	\$ -	\$ 5,307,000

Operating Impact of Project								
		Fiscal Year						
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total
Personnel Costs		\$ 3,500						\$ 3,500
Supplies & Materials			\$ 2,066	\$ 2,134				\$ 4,200
Maintenance & Repair			\$ 3,099	\$ 3,201				\$ 6,300
Extra								\$ -
Total Operating Impact	\$ -	\$ 3,500	\$ 5,165	\$ 5,335	\$ -	\$ -	\$ -	\$ 14,000



## Trash Cans City Wide (Art and Beautification Project)

Project: TRASH CANS CITY WIDE (ART AND BEAUTIFICATION PROJECT)	
Category:	Stormwater Enterprise
Department:	Public Works
Task Code:	PWP 00134
Fund:	
Funding Source(s):	CLEAN CA GRANT
Est. Project Costs:	\$280,000.00
Est. Completion Date:	FY 23/24
Project Lead:	Kevin McDannold



Project Description	
<p>This project involves curating and installing 55 new eye-catching art-wrapped dual waste/recycling bins and renovating 20 others. These bins will be strategically placed in three high-trash generating areas within the city. The project was inspired by similar initiatives in other communities and reflects the city's commitment to using art for creative placemaking.</p> <p>Each area will feature thematic designs highlighting their environmental significance, serving as reminders of the importance of stewardship. Along the Coastal Trail, themes will focus on aquatic animals and their habitats, taking advantage of the area's proximity to whale migration routes. The Central Business District will showcase local flora and fauna, while school/park zones will feature fictional monsters/creatures promoting waste reduction.</p>	

Project Status	Priority: MEDIUM
Installation of the new cans has begun and is expected to be completed by November 2025. Grant requires project to be completed by June 2026.	

Project Cost Details					
Funding Source(s):	ACTIVITY				
	Prof. Services	Construction	Const. Support	Other	Total
CLEAN CA GRANT	\$ 10,000	\$ 260,000	\$ 10,000		\$ 280,000
					\$ -
					\$ -
<b>Total Project Cost:</b>	\$ 10,000	\$ 260,000	\$ 10,000	\$ -	\$ 280,000

Operating Impact of Project								
Expenditure Line Item:	Prior Year	Fiscal Year						Total
		24-25	25-26	26-27	27-28	28-29	Future	
Personnel Costs		\$ 2,500						\$ 2,500
Supplies & Materials		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 600
Maintenance & Repair		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,500
Extra		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 600
<b>Total Operating Impact</b>	\$ -	\$ 2,950	\$ 450	\$ 450	\$ 450	\$ 450	\$ 450	\$ 5,200






## Minnesota /Riverview Storm

Project: Minnesota/Riverview Storm Drain Repair									
Category:		Stormwater Enterprise							
Department:		Public Works							
Task Code:		PWD 0031							
Fund:									
Funding Source(s):		Unidentified							
Est. Project Costs:		\$60,000.00							
Est. Completion Date:		FY 25/26							
Project Lead:		Carlos Hernandez							
Project Description									
<p>The Minnesota/Riverview Storm Drain repair Project consists of replacing 60 linear feet of rotted corrugated metal storm drain pipe that has collapsed, forming a sinkhole on private property. Construction drawings have been provided by City on-call engineering service with Lumos Engineering. Marie Jones Consulting will assist in obtaining the Coastal Development Permit required to perform the work, and the city will put this project out to bid for construction once approved. The City currently anticipates \$10,000 for professional services consisting of drawings, a biological study, and a coastal development permit. The City has budgeted an additional \$50,000 for construction.</p>									
Project Status							Priority:	MEDIUM	
<p>Construction drawings have been received, and an Informal solicitation for bids was sent out in January of 2025. A biological study was performed in February of 2025, and the Coastal development permit is in progress as of March 2025.</p>									
Project Cost Details									
Funding Source(s):	ACTIVITY								
	Prof. Services	Construction	Const. Support	Other	Total				
	\$ 10,000	\$ 50,000			\$ 60,000				
					\$ -				
					\$ -				
					\$ -				
					\$ -				
					\$ -				
					\$ -				
Total Project Cost:	\$ 10,000	\$ 50,000	\$ -	\$ -	\$ 60,000				
Operating Impact of Project									
		Fiscal Year							
Expenditure Line Item:	Prior Year	24-25	25-26	26-27	27-28	28-29	Future	Total	
Personnel Costs								\$ -	
Supplies & Material								\$ -	
Maintenance & Repair								\$ -	
Extra								\$ -	
Extra								\$ -	
Total Operating Impact	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



# Stormwater Program Asset Management Plan

Project Stormwater Program Asset Management Plan									
<b>Category:</b>		Stormwater Enterprise					Assets Service Criticality Life Cycle Funding		
<b>Department:</b>		Public Works							
<b>Task Code:</b>		TBD							
<b>Fund:</b>									
<b>Funding Source(s):</b>		OWP/CAP FEES							
<b>Est. Project Costs:</b>		\$82,566.00							
<b>Est. Completion Date:</b>		FY 25/26							
<b>Project Lead:</b>		Chantell O'Neal							
<b>Project Description</b>									
The purpose of this project is to develop an asset inventory for the City's stormwater system, which includes a defined level of service for maintaining assets and estimating programmatic costs for Operation and maintenance (O&M) of existing assets; Permit compliance activities; and Capital & O&M for future infrastructure.									
Stormwater runoff when not properly managed can wreak havoc on pavement conditions from above and below. The City's stormdrain infrastructure is in a state of disrepair. Having a better understanding of the utility conditions and the costs necessary to correct and maintain it will allow the City plan and program street repair projects to ensure that underlying issues are corrected with or before surface corrections.									
<b>Project Status</b>							<b>Priority:</b>	<b>HIGH</b>	
The City plans to contribute \$15,500 in revenue collected through stormdrain capacity fees revenue as a match to the \$67066.00 in Mendocino Council of Governments (MCOG) planning grant funding awarded as part of the 25/26 FY Overall Work Program (OWP).									
<b>Project Cost Details</b>									
<b>Funding Source(s):</b>	<b>ACTIVITY</b>								
	<b>Prof. Services</b>	<b>Construction</b>	<b>Const. Support</b>	<b>Other</b>	<b>Total</b>				
OWP	\$ 67,066				\$ 67,066				
CAP FEES	\$ 15,500				\$ 15,500				
					\$ -				
					\$ -				
					\$ -				
					\$ -				
					\$ -				
<b>Total Project Cost:</b>	\$ 82,566	\$ -	\$ -	\$ -	\$ 82,566				
<b>Operating Impact of Project</b>									
		<b>Fiscal Year</b>							
<b>Expenditure Line Item:</b>	<b>Prior Year</b>	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>	<b>27-28</b>	<b>28-29</b>	<b>Future</b>	<b>Total</b>	
Personnel Costs								\$ -	
Supplies & Material								\$ -	
Maintenance & Repair								\$ -	
Extra								\$ -	
Extra								\$ -	
<b>Total Operating Impact</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



## RESOLUTION NO. XXXX - 2025

### RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING THE FISCAL YEAR 2025/26 CITY OF FORT BRAGG OPERATING BUDGET

**WHEREAS**, on June 10, 2025, the City Manager submitted to the City Council, the City of Fort Bragg's Proposed Budget for FY 2025/26; and

**WHEREAS**, on June 11, 2025, the City Council held a publicly noticed budget workshop to review the Proposed Budget and receive input from staff and the public; and

**WHEREAS**, during the workshop, the City Manager and staff presented how the Proposed Budget aligns with the City's adopted Strategic Plan and addresses the goals and priorities established by the City Council; and

**WHEREAS**, the City Council provided direction to staff for revisions based on Council priorities and public input; and

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

1. The FY 2025/26 Budget establishes a responsible financial plan for the delivery of City services and operations; and
2. The Budget reflects the goals and priorities of the City Council and aligns with the City's adopted Strategic Plan; and
3. The Budget maintains adequate reserves in accordance with the City's adopted financial policies and addresses long-term fiscal sustainability; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg that the Fiscal Year 2025/26 Operating Budget, FY 2025/26 Final Budget is hereby adopted as the City's Final Budget for the upcoming fiscal year; and

**BE IT FURTHER RESOLVED** that copies of the FY 2025/26 Budget will be on file in the offices of the City Clerk and City Finance Director/Treasurer, and shall be made available for public review.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_ seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23 day of June, 2025, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**JASON GODEKE**  
Mayor

**ATTEST:**

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**Diana Paoli**  
**City Clerk**

## ON HOLD

Officially paused or postponed, awaiting a trigger (e.g., legal, grant).

## ONGOING

A recurring initiative that is active and maintained continuously.

## IN PROGRESS

Actively being worked on by staff, partners, or contractors.

## PLANNING

Research, coordination, or resource identification is underway.

## COMPLETED

Fully implemented and operational.

## PARTIALLY COMPLETE

Some components are done, but full completion is pending.

Goal	Object Task ID		Task Description	STATUS	DEPT
Enliven Fort Bragg through local jobs and business success and develop a Business and Economic Plan that benchmarks and attracts diverse businesses to support our community through enduring blue and green industries and elevates our City as an independent economy that serves local, regional, national, and international sectors.	1A	1A.1	Cultivate a diverse business climate through incentive programs	IN PROGRESS	CM, ED
	1A	1A.2	Simplify regulatory processes to foster local business success	IN PROGRESS	CM, ED
	1A	1A.3	Advocate for Point-of-Sale taxes for online transactions	NOT STARTED	CM, ED
	1A	1A.4	Provide business support services to promote entrepreneurship	COMPLETED	CM, ED
	1A	1A.5	Participate in the Noyo Ocean Collective to promote blue economy	IN PROGRESS	PW
	1A	1A.6	Demonstrate leadership in wave-powered desalination (Oneka)	IN PROGRESS	PW
	1A	1A.7	Investigate wave energy for alternative power	IN PROGRESS	PW
	1A	1A.8	Establish an aquaculture economy (urchin/abalone farming)	IN PROGRESS	ED
	1A	1A.9	Host seasonal events to support local arts and vendors	IN PROGRESS	CM,VFB
	1A	1A.10	Beautify and enhance downtown for tourism and business	IN PROGRESS	CM
	1A	1A.11	Partner with Guest House Museum and Mendocino Railway	NOT STARTED	CM
	1A	1A.12	Develop a conference and performing arts venue by the sea	NOT STARTED	CM
Collaborate with regional partners to develop reliable local healthcare systems that address our multi-generational community's emotional, mental, and physical wellbeing and partner with regional care providers to holistically care for our people.	1B	1B.1	Partner on a regional Health Care Master Plan	IN PROGRESS	CM
	1B	1B.2	Develop wellness center for alternative medicine	NOT STARTED	
	1B	1B.3	Attract medical personnel and develop urgent care/tiered care	NOT STARTED	
Create multi-generational hands-on learning experiences that will improve our quality of life and inspire civic pride by providing opportunities for meaningful careers and mentorship that attract the next generation to our city on the coast.	1C	1C.1	Connect students with internships	PLANNING	CM
	1C	1C.2	Collaborate with educational institutions on training programs	IN PROGRESS	ED
	1C	1C.3	Provide movie/media workshops using City facilities	NOT STARTED	Admin
	1C	1C.4	Promote Noyo Center as research and learning hub	ON HOLD	VFB
	1C	1C.5	Support Tribal Learning Center for Indigenous education	PARTIALLY COMPLETE	Mayor, Vice Mayor,CDD
	1C	1C.6	Include local history in school curriculum	NOT STARTED	CM
	1C	1C.7	Create digital and walking tours about Fort Bragg history	IN PROGRESS	CM
Develop and maintain affordable and reliable high-speed fiber-optics infrastructure to support and attract diverse businesses, online education, and remote employment that will connect Fort Bragg to the world.					
		1D.1	Construct, manage, and maintain a municipal broadband utility for citywide underground access	IN PROGRESS	CM,ED,MCN
		1D.2	Consider establishing a broadband Joint Power Agreement with the County	ON HOLD	

Develop affordable and market-rate housing that is accessible for every arc of residents’ lifetime experiences including Fort Bragg’s permanent and temporary workforce, students, retirees, and newcomers who want to share our rich cultural and natural home.

1D.3	Provide free downtown Wi-Fi to support businesses and visitors	ON HOLD	IT
1E.1	Support Housing Mendocino Coast in providing workforce home ownership through Community Land Trust model	ON HOLD	CDD,Housing
1E.2	Update zoning for mixed-use, walkability, and innovation zones	ON HOLD	CM,CDD,ED
1E.3	Streamline and expedite permitting with CPTED, software upgrades, and plan checks	PARTIALLY COMPLETE	CM, CDD, Engineering
1E.4	Develop multi-residential shareable housing for students and temporary workers	ON HOLD	
1E.5	Evaluate City-owned or employee-subsidized housing options	ON HOLD	
1E.6	Promote inclusive and transitional housing for underserved populations	IN PROGRESS	CRU,Hospitality Center
1E.7	Develop housing incentives for conversions and additional units	IN PROGRESS	CM,CDD
1E.8	Plan for climate-driven demographic changes with economic and housing impacts analysis	IN PROGRESS	CM,Kosmont

Uphold land use and environmental policies that encourage orderly and efficient development including responsible property ownership that encourages developing, maintaining, and occupying vacant spaces that could be optimized for residents, businesses, and open space while promoting Fort Bragg’s welcoming small-town roots. Policies may include:

1F.1	Provide clear planning guidance including census-based zoning and annexation updates (Harbor, East FB, North FB)	ON HOLD	CM
1F.2	Establish vacant property registration and potential vacancy tax	PLANNING	CM,CE
1F.3	Resolve reuse of the Mill Site in partnership with Mendocino Railway	IN PROGRESS	CM,EPS,Ad-Hoc
1F.4	Prioritize environmental restoration to protect fisheries from climate impact	IN PROGRESS	ED, Harbor District
1F.5	Update General Plan and long-range planning documents	ON HOLD	CM, CDD

Goal	Object Task	Task Description	STATUS	DEPT
Ensure sustainable infrastructure, including undergrounding utilities and incentivizing solar and wind energy, to create greater power independence, reliability, and resilience to climate drivers.		Launch City-owned microgrid powered by renewable energy sources to create greater power independence, reliability, and resilience to climate drivers.	PLANNING	CM,PW,LP
	2A.2	Explore opportunities to install solar energy systems in Fort Bragg open spaces and City-owned buildings to reduce energy costs and generate revenue.	IN PROGRESS	PW
		Promote voluntary water conservation and efficient water usage through continued monitoring and encourage responsible water consumption to minimize water emergencies.	ONGOING	FINANCE,PW
Maintain a secure and resilient water supply that is protective of human health and the environment and ensures fair and reasonable utility rates through long-term planning with adequate funding for rehabilitation and replacement of infrastructure.	2B.2	Develop a long-term Water Resiliency Plan that evaluates financial and climate vulnerabilities (e.g., drought) and identifies solutions to ensure a resilient water supply with robust storage, reliable water sources, and adequate infrastructure for treatment and delivery.	ONGOING	FINANCE,PW
	2B.3	Consider investment in alternative water sources such as fog harvesting, desalination, water reclamation, and greywater recycling to supplement traditional water sources and protect them from saltwater intrusion and other vulnerabilities.	IN PROGRESS	PW
	2B.4	Develop an Asset Management Plan based on Condition Assessments to inform and update the Capital Improvement Program regularly and consider priority investments for rehabilitation and replacement, including water mains and leak detection, storm drains, Water Treatment Plant, and Wastewater Enterprise infrastructure.	ONGOING	PW
	2B.5	Advance technology to read water meters for more cost-effective and efficient billing.	PARTIALLY COMPLETE	PW, FINANCE
	2B.6	Pursue and secure water rights to ensure a diverse portfolio of surface and groundwater supply.	IN PROGRESS	PW
	2B.7	Create additional storage opportunities with ground and surface water storage (i.e., three reservoirs).	IN PROGRESS	PW
		Utilize recycled water within new developments using treated wastewater to sustainably irrigate green landscapes.	IN PROGRESS	PW
Operate, maintain, and monitor wastewater collection and treatment facilities to produce high-quality effluent for recycling or discharge to the ocean to uphold our commitment to the environment and public health.				



Develop resilient stormwater infrastructure and funding mechanisms for implementation to meet state and federal requirements.

2C.2	Optimize sludge treatment to meet design goals of reduced biosolids, maintain regulatory compliance, and reduce odor.	IN PROGRESS	PW
2C.3	Modernize and extend sewage systems to prevent rainwater infiltration and overflow and enhance reliable collection and distribution.	NOT STARTED	PW
2D	2D.1 Evaluate and develop funding strategies to offset increasing costs associated with deferred maintenance and improvements.	ONGOING	CM,FINANCE
2D	2D.2 Consider establishment of fees to fund capital improvements, operations and maintenance, and clean water programs to mitigate pollutants in stormwater, and provide other environmental services.	PLANNING	CM,PW
2D	2D.3 Evaluate the potential to establish a balloted Prop 218 property-related fee or a special parcel tax to cover costs associated with deferred storm drain system maintenance and unfunded Clean Water Quality Act mandates.	PLANNING	CM,PW
2D	2D.4 Comply with National Pollution Discharge Elimination System (NPDES) permit to meet state and federal water quality requirements.	IN PROGRESS	PW ENGINEERING
2D	2D.5 Prioritize and educate citizens about best management practices for construction and industrial businesses about the potential harmful impacts of activities that compromise protection of water quality (e.g., sedimentation and erosion; Fats, Oils, and Grease (FOG) and chemical discharge).	NOT STARTED	PW ENGINEERING
2D	2D.6 Partner with state and neighboring agencies to achieve regional water quality objective solutions such as low-impact development and installation of trash capture devices to reduce marine debris.	IN PROGRESS	PW ENGINEERING
2D	2D.7 Ensure longevity of storm drainage system as an important tool in reducing risks of flooding and sink holes in local neighborhoods.	ONGOING	PW ENGINEERING

Develop a comprehensive waste management approach with the County that will provide reliable access to recycling, hazmat, green waste, and solid waste services for our businesses and residents.

2E	2E.1	Reevaluate access to, or repurposing of, Caspar station site as a local sustainable option.	NOT STARTED	CM,PW
2E	2E.2	Consider reopening transfer station at Pudding Creek.	ON HOLD	CM

Maintain resilient and walkable streetscapes that provide safety and attract travelers, pedestrians, cyclists, and businesses by coordinating all improvements.

2F	2F.1	Cooperatively schedule Road Maintenance with Water and Wastewater Enterprise activities to efficiently improve maintenance and inspections of Collaborate with maintenance crews who have the day-to-day on-site observation and interaction with the public to prioritize improvements as seen	ONGOING	PW
2F	2F.2	by boots-on-the-ground.	IN PROGRESS	CM,PW

Operate and maintain existing City facilities and infrastructure and ensure adequate staffing and funding through the Capital Improvements Program budget.

2F	2F.3	Prioritize beautiful streets with coordinated cleanup efforts and weed removal to attract locals and tourism and respect the incredible environment where we work, live, and play (e.g., beautify downtown core of Franklin and Main with outdoor hanging flower baskets).	IN PROGRESS	CM,PW
2F	2F.4	Enforce parking rules to improve health and safety and minimize disruption to maintenance crews and the public (i.e., unsafe vehicles parked on airstrip).	NOT STARTED	PW,PD
2F	2F.5	Promote sustainable transportation alternatives such as carpooling, ridesharing, complete streets, downtown shuttle, and electric vehicles with incentives and infrastructure to support multi-modal transportation.	NOT STARTED	PW
2F	2F.6	Encourage downtown walkability and biking that increases foot traffic for local businesses and supports the Guest House Museum’s historical walking tour by creating center islands and greening our streetscapes so that everyone can enjoy our year-round clean coastal climate (e.g., close traffic on priority streets to encourage accessibility for community gathering).	NOT STARTED	VFB, PW
2F	2F.7	Reevaluate Maple Street as a Complete Street with beautification concept to provide a walkable thoroughfare to CV Starr Center.	NOT STARTED	Engineering

2G	2G.1	Develop a targeted plan to address deficiencies and deferred maintenance in our existing parks, recreational facilities, and City-owned infrastructure.	NOT STARTED	CM,PW
2G	2G.2	Inspect all city-owned assets and facilities to ensure they meet building and operating standards (i.e., roofing, painting, accessibility, etc.).	PLANNING	PW
2G	2G.3	Complete construction on Corporation Yard to assure safety of City’s equipment and accessibility for efficient mobilization and demobilization. Re-evaluate maintenance software options for managing efficient and streamlined daily and reactive tasks like filling potholes, graffiti removal, and utility repairs.	ON HOLD	CM,PW
2G	2G.4	Enhance infrastructure security and maintain reliable equipment to reduce health and safety concerns to employees and the public.	PLANNING	PW
2G	2G.5	Pursue funding to improve and expand public infrastructure, while reducing costs to the community.	ONGOING	PW
2G	2G.6		ONGOING	PW

Goal	Object Task II Task Description			STATUS	DEPT
Create an Emergency Operations, Preparedness, and Response Plan coupled with a Vulnerability Analysis to prioritize safety, communication, prevention, and response to disasters (e.g., earthquakes, tsunamis, fire).	3A	3A.1	Create an Emergency Operations, Preparedness, and Response Plan coupled with a Vulnerability Analysis to prioritize safety, communication, prevention, and response to disasters (e.g., earthquakes, tsunamis, fire).	COMPLETE	PD
	3A	3A.2	Develop an Economic Strategy and Recovery Plan in advance of disasters for post-disaster response (e.g., lessons learned from Maui).	NOT STARTED	PD,CM,ED
	3A	3A.3	Update budget-line item for Emergency Planning and Management to be commensurate with other similar cities.	COMPLETE	CM
	3A	3A.4	Encourage sustainable local food production, water conservation for personal use, local building supplies, and volunteerism as a way of life.		
	3A	3A.5	Create annually renewed contracts to freeze pricing in advance of emergencies so that vendors will be responsive during emergencies (e.g., gasoline).	IN PROGRESS	Finance, PD
Complete the Emergency Operations Center to serve our citizens.	3B	3B.1	Complete the Emergency Operations Center to serve our citizens.	PARTIALLY COMPLETE	PD
	3B	3B.2	Operationalize the multi-functional Community Center Phase III to support the community during emergencies with services including shelter, food, water, and medical assistance.	PLANNING	CM,CV Starr, Grants Team
	3B	3B.3	As part of the Voluntary Fire Department, provide continuous training to staff focused on Emergency Operations procedures including ingress and egress strategies, roles and responsibilities, best management practices, and communication and coordination with other responders.	PARTIALLY COMPLETE	PD
	3B	3B.4	Update equipment and technology to improve inter-agency communications and response.	COMPLETE	PD
Identify and build more accessible emergency response stations (e.g., fire, ambulance, police) that are less vulnerable to changing climate conditions (i.e., firehouse seismic retrofit) and consider co-located micro stations as the city expands.	3C	3C.1	Identify and build more accessible emergency response stations (e.g., fire, ambulance, police) that are less vulnerable to changing climate conditions (i.e., firehouse seismic retrofit) and consider co-located micro stations as the city expands.	NOT STARTED	PD,PW
	3C	3C.2	Reconstruct the Fire Station North Wing.	NOT STARTED	PW,Fire, Grants
	3C	3C.3	Fund sprinklers downtown through low-interest loans.	PLANNING	CM

Continue to modernize our Police Force to reflect the diversity of our city and foster community engagement through positive interactions that build trust and transparency in our schools and neighborhoods.

3D	3D.1	Continue to modernize our Police Force to reflect the diversity of our city and foster community engagement through positive interactions that build trust and transparency in our schools and neighborhoods.	IN PROGRESS	PD
3D	3D.2	Support committed Care Response Units (CRU) and continual funding.	ONGOING	PD
3D	3D.3	Consider the mobility of Police bike patrols as part of our safer, healthier downtown and parks.	PLANNING	CM,PD
3D	3D.4	Promote Police Explorers to provide youth with an opportunity to partner with and learn about the law enforcement profession and engage with the community in meaningful ways through volunteerism.	IN PROGRESS	PD
3D	3D.5	Invest in technology to increase efficiency, expedite the ability to solve crimes, and to expand the capacity of our police force.	ONGOING	PD
3D	3D.6	Develop organizational wellness strategies to encourage the best in our police department.	PARTIALLY COMPLETE	PD,CM

Goal	Object	Task ID	Task Description	STATUS	DEPT
Create a specific Business Plan for the CV Starr Center to identify its highest and best value for the City including evaluating alternative business sustainability models (e.g., public- private partnership) that consider community access with independent financial viability to sustain neutral or surplus revenue. Evaluate opportunities including:	4A	4A.1	Create a specific Business Plan for the CV Starr Center to identify its highest and best value for the City including evaluating alternative business sustainability models.	IN PROGRESS	CM, Parks & Rec
	4A	4A.2	Secure funding for the next multi-purpose phase of CV Starr Center, including a Community Resiliency Center and indoor basketball courts.	PLANNING	CM,PW, Grants
	4A	4A.3	Expand aquatic programming with swimming lessons, water fitness classes, and recreational swim sessions.	ONGOING	Parks & Rec
	4A	4A.4	Increase frequency and variety of fitness and enrichment classes.	ONGOING	Parks & Rec
	4A	4A.5	Create an Affordability Plan for disadvantaged communities, government employees, teachers, and students.	IN PROGRESS	Parks & Rec, CM
	4A	4A.6	Sell the facility or create alternative management strategies.	ON HOLD	
	4A	4A.7	Expand parking and incorporate vehicle charging infrastructure.	PLANNING	CM,PW
Leverage the 500-acre new reservoir property to its highest and best use by developing on-site accessible recreation and community forest opportunities that support eco- exploration, education, and cultural events.	4B	4B.1	Leverage the 500-acre new reservoir property for recreation and community forest opportunities to support eco-exploration, education, and cultural events.	IN PROGRESS	PW, Parks & Rec, CM
	4C	4C.1	Promote multi-generational programs including after-school programs, summer camps, senior fitness classes, and city-owned sports facilities.	PARTIALLY COMPLETE	Parks & Rec
	4D	4D.1	Partner with public schools to develop a multi-use facility initiative and share City parks with vendors for markets and fairs.	ONGOING	Parks & Rec,vfb
Prioritize accessible and well-maintained parks through development of a Parks Operations & Maintenance Plan with assigned and committed Staffing Plan to ensure implementation, including:	4E	4E.1	Develop a Parks Operations & Maintenance Plan with Staffing Plan and communicate closures clearly.	ONGOING	Parks & Rec, PW
	4E	4E.2	Expand, improve, and repair parks, trails, and green spaces; restore native species, update Noyo Harbor access road, and complete Bainbridge Park build-out.	IN PROGRESS	Parks & Rec, PW
Acquire additional land, develop new parks and playgrounds, and increase access to the Coastal Trail and other open spaces for underserved communities and to attract locals and tourists alike.	4F	4F.1	Acquire land, develop new parks and trails, and increase access to open spaces, including future restoration of Mill site ponds.	IN PROGRESS	CM
Partner with Visit Fort Bragg to celebrate Fort Bragg's long forestry and maritime history to engender civic pride and attract tourism.	4G	4G.1	Partner with Visit Fort Bragg to promote Fort Bragg's history and tourism by maximizing Guest House Museum, converting Fort building, and installing historic plaques.	IN PROGRESS	VFB

Goal	Object Task II Task Description		STATUS	DEPT
Promote transparency on how the City sets financial benchmarks and prioritizes fiscal expenditures and report to the Council and public on how we are achieving or deviating from best management practices.	5A	5A.1	Promote transparency on how the City sets financial benchmarks and prioritizes fiscal expenditures and report to the Council and public on progress. Identify a California Public Records Act line item in the budget to share	CM, Finance
	5A	5A.2	transparent access and associated costs to administer requests.	
Identify strategic partnerships to share investments and costs through a variety of models, including:	5B	5B.1	Identify strategic partnerships to share investments and costs through models such as state and federal grants, public-private partnerships, and low-interest loans.	CM
	5C	5C.1	Continue to identify new revenue streams and evaluate current expenditures to ensure revenue-neutral or surplus budgets.	CM
Continue to identify new revenue streams to cover rising costs and evaluate current financial expenditures to remain revenue-neutral or with surplus budget (i.e., without deficit spending) to ensure that City monies are optimized to the benefit of our diverse community rate and taxpayers.	5C	5C.2	Assess return on investment of electronic license plate tracking on fleet and evaluate effectiveness and risks.	PD
	5C	5C.3	Prioritize and track repayment and long-term financial liabilities (e.g., PERS). Develop economic analysis to attract businesses and workforce for mid- and	CM, FINANCE
	5C	5C.4	long-term planning. Collaborate with Noyo Harbor District to revitalize area and pursue grants for	CM,ED
	5C	5C.5	harbor infrastructure and fishing support. Consider increasing/optimizing Transient Occupancy Tax (TOT) to benefit the	ED
	5C	5C.6	community.	CM, FINANCE
	5C	5C.7	Reconsider property tax split and optimize for City benefit.	CM
	5C	5C.8	Initiate a sales tax ballot measure to support City's strategic priorities and services.	CM, FINANCE
	5D	5D.1	Implement financial forecasting and scenario analysis to anticipate budgetary challenges and communicate forecasts to Council.	CM, FINANCE
	5D	5D.2	Identify reserve goals and escalate annually based on inflation.	CM, FINANCE
	5D	5D.3	Improve Springbrook reporting for better budget tracking, HR reporting, and Council transparency.	FINANCE
Implement financial forecasting and scenario analysis to anticipate future budgetary challenges and identify opportunities for cost savings and revenue generation to ensure long-term solvency. Communicate forecasts regularly to Council.	5D	5D.4	Monitor return on investments through performance goals and contract deliverables.	City Clerk, Finance, PW
	5D	5D.5	Maintain business relationships and ensure timely vendor payments.	FINANCE

Create collaborative partnerships with the County and neighboring cities, towns, and school districts to create more strategic economic solutions and increase buying power that is symbiotic to address mutual challenges and interests.

5E	5E.1	Create partnerships with County, cities, and school districts for strategic economic solutions and increased buying power.	ONGOING	CM,ED
5E	5E.2	Partner with FBUSD to secure funding for athletic field rehabilitation and improvements.	PLANNING	CM
5E	5E.3	Form a Local Infrastructure Task Force to identify needs and develop collaborative solutions.	NOT STARTED	
5F	5F.1	Review existing water and sewer rates for sustainability and equity.	IN PROGRESS	CM.FINANCE
5G	5G.1	Continue to build Reserves (20-30%) of Operating Expenditures for each Fund.	COMPLETE	CM, FINANCE

Goal	Object	Task	Task Description	STATUS	DEPT
We value our residents, customers, and employees by designing solutions and services that put people first.	6A	6A.1	Develop and implement a Recruitment and Retention Program that supports staffing, recruitment, retention, onboarding, performance evaluation, and promotes Fort Bragg’s culture and employee wellness.	IN PROGRESS	HR,CM
	6B	6B.1	Reinforce internal communication to support service delivery, build strong relationships, and foster a One-City mentality with interdepartmental collaboration and employee recognition.	IN PROGRESS	CM,Dept Heads
	6C	6C.1	Invest in technology to modernize City Hall’s IT infrastructure, upgrade systems, implement cybersecurity policies, and improve digital services.	IN PROGRESS	CM,Dept Heads
	6D	6D.1	Attract highly qualified consultants, vendors, and contractors with a standardized selection process that gives preference to local businesses.	PARTIALLY COMPLETE	PW
	6E	6E.1	Consistently deliver quality services and projects using Project Management principles covering schedule, expertise, communication, and budget.	IN PROGRESS	CM,Dept Heads
	6F	6F.1	Require consistent training and mentoring for all departments to support staff development and advancement through certification and skills training.	IN PROGRESS	CM,Dept Heads
	6G	6G.1	Embody environmental stewardship through green practices including reducing paper use, investing in eco-friendly vehicles, and supporting local green businesses.	IN PROGRESS	CM,Dept Heads
	6H	6H.1	Design resident, customer, and employee-focused services and solutions that reflect the City’s values and prioritize people-first delivery.	ONGOING	CM,Dept Heads



Goal	Object	Task	Task Description	STATUS	DEPT
	7A	7A.1	Promote the City and highlight accomplishments (e.g., desalination, broadband) through City Manager’s Roundup, social media, utility bills, press releases, fact sheets, and FAQs.	COMPLETE	CM,Admin
	7A	7A.2	Engage with key interested parties, including tribes, NGOs, businesses, and residents, in community decision-making to shape policies and build civic pride.	ONGOING	CM,Dept Heads
	7B	7B.1	Promote the City Brand and celebrate Fort Bragg’s identity through inclusive events such as Indigenous People’s Day.	IN PROGRESS	CM,Dept Heads
	7B	7B.2	Launch a citizen of the year award to build and share community values.	NOT STARTED	
	7B	7B.3	Inspire City staff visibility and maintain consistent communication with Council, staff, customers, and public.	ONGOING	CM,Dept Heads
	7B	7B.4	Foster government trust through transparency, thoughtful communication, and increased community presence at events.	ONGOING	CM,Dept Heads
	7B	7B.5	Partner with schools or colleges to run Summer in the City Internship Program for high school seniors.	PLANNING	CM
	7B	7B.6	Collaborate with community organizations to advance workforce initiatives aligned with local industry needs.	ONGOING	CM,ED
	7B	7B.7	Expand City volunteer opportunities such as emergency preparedness and special event programs (e.g., adopt a street or park).	IN PROGRESS	CM,ADMIN

**RESOLUTION NO.**  
**RESOLUTION OF THE FORT BRAGG CITY COUNCIL**  
**and**  
**RESOLUTION NO. ID**

**RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD  
APPROVING THE CITY OF FORT BRAGG FISCAL YEAR 2025/26 CAPITAL PROJECTS  
BUDGET**

**WHEREAS**, on June 10, 2025, the City Manager submitted to the City Council and the Fort Bragg Municipal Improvement District No. 1 Board, the Proposed City of Fort Bragg Capital Projects Budget for FY 2025/26; and

**WHEREAS**, on June 11th, 2025, the City Council/District Board conducted a Budget workshop; and

**WHEREAS**, all projects in the City's Capital Improvement Program were reviewed and approved by review by the Fort Bragg Planning Commission; and

**WHEREAS**, on June 11, 2025, the City Manager submitted to the City Council/District Board the City of Fort Bragg Capital Projects Budget for FY 2025/26; and

**WHEREAS**, based on all the evidence presented, the City Council/District Board finds that the FY 2025/26 Capital Projects Budget has been reviewed and adjusted as deemed appropriate by the City Council/District Board.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg and the Board of the Fort Bragg Municipal Improvement District No. 1 do hereby approve the FY 2025/26 Capital Projects Budget as submitted.

**BE IT FURTHER RESOLVED** that copies of the FY 2025/26 Capital Projects Budget are on file in the offices of the City Clerk and City Finance Director/Treasurer, and shall be considered a part of this Resolution.

**The above and foregoing Resolution was introduced by Council/Board member \_\_\_\_\_, seconded by Council/Board member \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 23<sup>rd</sup> day of June, 2025, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

ABSTAIN:

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**JASON GODEKE**  
Mayor

**ATTEST:**

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**Diana Paoli**  
City Clerk

## **RESOLUTION NO.**

### **RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING AND ADOPTING THE ANNUAL APPROPRIATION LIMIT FOR FISCAL YEAR 2025/26**

**WHEREAS**, the voters of California, on November 6, 1979, added Article XIII B to the State Constitution placing various limitations on the appropriations of State and local governments; and

**WHEREAS**, Article XIII B provides that the appropriations limit for FY 2025/26 is calculated by adjusting the base year appropriations of FY 1978/79 for changes in the cost of living and population; and

**WHEREAS**, the California Department of Finance reports the percentage change in population factor for the City of Fort Bragg for January 1, 2025, is -0.10%, and the change in California's per capita personal income is 6.44%; and

**WHEREAS**, the City of Fort Bragg has complied with the provisions of Article XIII B in determining the appropriation limit for FY 2025/26; and

**WHEREAS**, the City's appropriation limit for FY 2025/26 totals \$13,118,427; and

**WHEREAS**, the City's appropriations subject to limitation for FY 2025/26 total \$8,873,380; and

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

1. That the annual appropriation limit has been compiled based on Article XIII B of the State Constitution, which imposes limitations on the annual rates of increase in local government budget expenditures and requires cities to adopt annual appropriation limits, by resolution each year.
2. The appropriations in the FY 2025/26 Adopted Budget do not exceed the limitations imposed by Article XIII B.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg in conjunction with the adoption of the FY 2025/26 budget adopts Per Capita Personal Income and County population as described herein as factors for the purpose of determining the FY 2025/26 Gann Limit.

**BE IT FURTHER RESOLVED** for the purposes of Article XIII B of the California Constitution, the FY 2025/26 appropriations limit shall be \$14,574,189.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23<sup>rd</sup> day of June, 2025, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**JASON GODEKE**  
Mayor

**ATTEST:**

---

**Diana Paoli**  
City Clerk

## RESOLUTION NO. ID

### RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD APPROVING THE FISCAL YEAR 2025/26 FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1 BUDGET

**WHEREAS**, on June 10, 2025, the District Manager submitted to the Board of Directors (Board) the Fort Bragg Municipal Improvement District No. 1 Proposed Budget for FY 2025/26; and

**WHEREAS**, on June 11<sup>th</sup>, 2024 the Board conducted a public noticed Budget workshop to review the Proposed Budget and receive input from staff and the public; and

**WHEREAS**, at the meeting, the Board provided direction to staff for further revision of the Proposed Budget for FY 2025/26; and

**WHEREAS**, on June 23<sup>rd</sup>, 2025, the District Manager submitted to the Fort Bragg Municipal Improvement District No. 1 Board the Final Budget for FY 2025/26; and.

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

1. The FY 2025/26 Budget provides a sound financial plan for the continued operations and capital improvements of the Fort Bragg Municipal Improvement District No. 1; and
2. The FY 2025/26 Budget ensures sufficient revenues and appropriations to support the District's operations, services, and infrastructure needs in the coming fiscal year.

**NOW, THEREFORE, BE IT RESOLVED** that the District Board of the Fort Bragg Municipal Improvement District No. 1 that the final operating and Capital Budget for Fiscal year 2025/26 is hereby adopted as presented.

**BE IT FURTHER RESOLVED** that the copies of the FY 2025/26 Budget are on file in the offices of the District Clerk and the Finance Director/Treasurer, and shall be considered a part of this resolution.

**The above and foregoing Resolution was introduced by Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_, and passed and adopted at a regular meeting of the District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 23<sup>rd</sup> day of June, 2025, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**JASON GODEKE**  
Chair

**ATTEST:**

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**Diana Paoli**  
District Clerk

## RESOLUTION NO. XXX-2025

### RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING THE FY 2025/26 C.V. STARR COMMUNITY CENTER OPERATING AND CAPITAL IMPROVEMENT BUDGET

**WHEREAS**, the C.V. Starr Community Center ("CVSCC") is a public facility serving residents and visitors of Fort Bragg and the Mendocino Coast, and its ongoing operation is consistent with the Council's goal of promoting healthy lifestyles through the provision of active recreational facilities; and

**WHEREAS**, on June 10, 2025, the City Manager submitted to the City Council the City of Fort Bragg's Proposed Budget for FY 2025/26; and the City Council conducted the FY 2024/25 Budget Workshop for the CVSCC; and

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

1. The FY 2025/26 Budget for the CVSCC adequately appropriates funds for expenditures associated with operation, maintenance, and capital improvements at the CVSCC; and
2. The FY 2025/26 Budget was developed with the most likely assumptions about CVSCC fee revenues and reasonable assumptions about expenditures.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby adopt the FY 2025/26 Budget as submitted; and

**BE IT FURTHER RESOLVED** that copies of the FY 2025/26 budget for the CVSCC will be on file in the offices of the City Clerk and City Finance Director/Treasurer and shall be considered a part of the Resolution.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23<sup>rd</sup> day of June, 2025, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:  
RECUSED:**

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**JASON GODEKE**  
Mayor

**ATTEST:**

---

**Diana Paoli**  
City Clerk



## RESOLUTION NO. XXX-2025

### RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING THE FY 2025/26 OPERATING AND CAPITAL BUDGET FOR THE MUNICIPAL BROADBAND ENTERPRISE FUND

**WHEREAS**, the City of Fort Bragg established a Municipal Broadband Utility to provide reliable, high-speed internet access to residents, businesses, and community institutions, furthering digital equity, economic development, and public service modernization; and

**WHEREAS**, on May 23, 2025, the City finalized the acquisition of Mendocino Community Network (MCN), establishing the foundation for the City's Municipal Broadband Enterprise operations beginning July 1, 2025; and

**WHEREAS**, on June 10, 2025, the City Manager submitted to the City Council the Proposed Fiscal Year 2025/26 Budget for the Municipal Broadband Enterprise Fund, including anticipated operating costs, staffing, infrastructure investment, and revenue projections; and

**WHEREAS**, the City Council reviewed the proposed Broadband Budget during the FY 2025/26 Budget Workshop on June 11, 2025, and provided direction to staff to finalize the Broadband Utility's startup and operating plan; and

**WHEREAS**, based on all evidence presented, the City Council finds the following:

1. The FY 2025/26 Budget for the Municipal Broadband Enterprise Fund reflects a responsible startup and operational plan for Fort Bragg's newly formed Broadband Utility;
2. The Budget supports capital investment in broadband infrastructure, consistent with the City's Strategic Plan, economic development goals, and digital equity objectives;
3. The Budget reflects conservative and reasonable assumptions regarding service startup, staffing needs, and initial operating revenues and expenditures.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fort Bragg that the Fiscal Year 2025/26 Operating and Capital Budget for the Municipal Broadband Enterprise Fund is hereby adopted.

**BE IT FURTHER RESOLVED** that copies of the adopted FY 2025/26 Broadband Budget shall be placed on file in the offices of the City Clerk and the Finance Director/Treasurer and shall be made available for public reference.

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23<sup>rd</sup> day of June, 2025, by the following vote:

**AYES:**

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

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**JASON GODEKE  
Mayor**

**ATTEST:**

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**Diana Paoli  
City Clerk**

**CITY OF FORT BRAGG  
RESOLUTION NO. XX-2025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT BRAGG ADOPTING THE MUNICIPAL BROADBAND ENTERPRISE FUND FISCAL POLICY**

**WHEREAS**, the City of Fort Bragg has established a municipal broadband utility operated through the Mendocino Coast Network (MCN) to provide affordable, high-speed internet access to residents and businesses; and

**WHEREAS**, the City Council is committed to ensuring the long-term financial sustainability of the municipal broadband utility while managing risk, meeting debt service obligations, maintaining competitiveness, and preserving service quality; and

**WHEREAS**, the City has issued a 20-year, \$7.5 million debt obligation to finance broadband infrastructure construction and operations; and

**WHEREAS**, consistent with the City's Fund Balance and Reserve Policies for other enterprise and internal service funds, the City desires to adopt tailored fiscal policies for the Broadband Enterprise Fund;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg hereby adopts the Municipal Broadband Fiscal Policy, as follows:

**MCN MUNICIPAL BROADBAND FISCAL POLICY**

**1. Operating Reserve**

The Broadband Fund shall maintain an Operating Reserve equal to 20% of the prior year's operating expenditures to ensure sufficient liquidity and operational continuity.

**2. Capital Replacement Reserve**

All unrestricted net position in excess of the Operating Reserve threshold shall be transferred annually to the Capital Replacement Reserve to fund infrastructure replacement and unplanned capital needs.

**3. Debt Repayment Strategy**

The Broadband Fund shall:

- Meet annual debt service requirements for the \$7.5 million broadband infrastructure note.
- Allocate at least 10% of annual net revenue to a Debt Acceleration Fund for early principal repayment.
- Consider additional discretionary prepayments when year-end net revenues exceed projections by 15% or more.

#### 4. Broadband Recession Reserve

A Recession Reserve equal to 10% of the Broadband Fund's operating budget shall be maintained to stabilize operations during periods of revenue volatility or economic downturns.

#### 5. Rate Policy & Competitive Positioning

Broadband rates shall be:

- Based on a cost-of-service model,
- Reviewed annually for competitiveness with major providers (e.g., Comcast, Starlink),
- Structured to recover operating, capital, and debt costs while supporting enterprise growth.

#### 6. Technology Innovation & Service Expansion Reserve

Up to 5% of annual net revenue shall be allocated to a Technology & Innovation Reserve to support system upgrades, digital inclusion programs, and smart city infrastructure.

#### 7. Use of One-Time Revenues

One-time revenues may only be used for capital investment, debt prepayment, or contributions to reserves. These revenues shall not be used to support ongoing operating expenses.

#### 8. Performance Monitoring

The Finance Department shall provide quarterly financial performance reports and update the Broadband Fund's five-year pro forma annually, including reserve sufficiency and rate recommendations.

#### 9. Grant & Subsidy Management

All broadband-related grants shall be tracked separately. Staff shall monitor future funding cliffs and adjust financial strategies to ensure the broadband enterprise remains self-sustaining.

#### 10. Council Oversight

The City Council shall review this policy annually as part of the budget process and may update targets or strategies based on financial and market conditions.

**BE IT FURTHER RESOLVED**, that the above policy shall be incorporated into the FY 2025–26 Budget and remain in effect unless amended by the City Council.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**



# **FY 2025/26 PROPOSED BUDGET WORKSHOP**

Wednesday, June 11, 2025 – 2:30 PM-5:30pm

## **WORKSHOP AGENDA**

### **1. Welcome, Strategic Plan Framework & Budget Overview (15 mins)**

- Opening remarks by City Manager
- Overview of FY 2025–2026 Budget Objectives
- Alignment with 2024–2028 Strategic Plan+
- Review of economic conditions impacting the budget (e.g., inflation, grants, staffing)

### **2. Public Comments**

### **3. All Funds Summary (15 mins)**

(High-level overview of revenues, reserves, and expenditures)

- a. Fund Balances & Reserve Policy Compliance
- b. All Funds
  - Fund Balance & Reserves
  - Revenues
  - Expenditures
- c. General Fund & Major Special Funds
  - Fund Balance & Reserves
  - Revenues
  - Expenditures
- d. Council Concerns/Priorities

**BREAK – 10 Minutes**

### **4. “Investing in our Community” – Proposed FY 25/26 Capital Improvement Program (CIP)**

- a. CIP Project Status Highlights
- b. FY 2025/26 New Capital Investments

### **4. Public Comments**

### **5. Operating Department Budget Presentation & Brief Highlights**

- a. City Council/Administration
- b. Economic Development & Fort Bragg Tourism Marketing & Promotion
- c. Finance & Non-Departmental
- d. Public Safety & Emergency Preparation: Police Department & CRU
- e. Public Safety: Fire Department
- f. Community Development
- g. Parks & Recreation Department *NEW*
- h. Public Works: Engineering, Corporation Yard

- i. Internal Service Funds
  - Facilities Repair & Maintenance
  - Technology Maintenance & Replacement
  - Fleet & Equipment Services
- j. Debt Service & Redevelopment Agency

## **6. Break**

## **7. Enterprise Funds Overview** *(Tie to Strategic Goals for Infrastructure & Equity)*

- a. Water Enterprise
- b. Wastewater Enterprise
- c. CV Starr Enterprise
- d. Municipal Broadband Enterprise- MCN

## **8. One-time Funding Discussion & Direction**

- Budget allocation to the Food Bank & Senior Center

## **9. Closing Discussion**

- Council Questions or Direction
- Budget Adoption Timeline

# **Distinguished Budget Presentation Award**



GOVERNMENT FINANCE OFFICERS ASSOCIATION

## *Distinguished Budget Presentation Award*

PRESENTED TO

**City of Fort Bragg  
California**

For the Fiscal Year Beginning

**July 01, 2024**

*Christopher P. Monill*

**Executive Director**



May 2025

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

**Appropriations Limit**

California Revenue and Taxation Code Section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2025, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2025-26. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2025-26 appropriations limit. Attachment B provides the city and unincorporated county population percentage change along with the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code Section 2228 provides additional information regarding the appropriations limit. Article XIII B, Section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. California Revenue and Taxation Code Section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2025.**

**Please Note:** The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE STEPHENSHAW  
Director  
By:

ERIKA LI  
Chief Deputy Director

Attachment



- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2025-26 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2025-26	6.44

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2025-26 appropriation limit.

**2025-26:**

Per Capita Cost of Living Change = 6.44 percent  
Population Change = 0.28 percent

Per Capita Cost of Living converted to a ratio:  $\frac{6.44 + 100}{100} = 1.0644$

Population converted to a ratio:  $\frac{0.28 + 100}{100} = 1.0028$

Calculation of factor for FY 2025-26:  $1.0644 \times 1.0028 = 1.0674$

## FISCAL YEAR 2025-26

## Attachment B

## Annual Percent Change in Population Minus Exclusions\*

January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

[About the Data](#)

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Alameda City	Alameda	-0.22	78,406	78,236	79,020
Albany City	Alameda	0.28	20,520	20,578	20,578
Berkeley City	Alameda	1.32	126,676	128,348	128,348
Dublin City	Alameda	2.17	72,462	74,031	74,691
Emeryville City	Alameda	-0.28	13,509	13,471	13,471
Fremont City	Alameda	0.16	232,241	232,619	232,619
Hayward City	Alameda	0.24	161,977	162,359	162,359
Livermore City	Alameda	-0.23	86,094	85,899	85,899
Newark City	Alameda	1.04	48,382	48,886	48,886
Oakland City	Alameda	0.52	424,015	426,237	426,457
Piedmont City	Alameda	-0.28	10,836	10,806	10,806
Pleasanton City	Alameda	-0.38	77,526	77,232	77,232
San Leandro City	Alameda	-0.35	88,124	87,813	87,813
Union City	Alameda	-0.36	66,898	66,657	66,657
Balance of County	Alameda	-0.27	147,978	147,579	147,646
Incorporated	Alameda	0.37	1,507,666	1,513,172	1,514,836
County Total	Alameda	0.31	1,655,644	1,660,751	1,662,482
Balance of County	Alpine	-0.42	1,181	1,176	1,177
County Total	Alpine	-0.42	1,181	1,176	1,177
Amador City	Amador	-0.51	197	196	196
Ione City	Amador	-0.19	5,173	5,163	9,037
Jackson City	Amador	-1.69	4,905	4,822	4,822
Plymouth City	Amador	1.17	1,109	1,122	1,122
Sutter Creek City	Amador	-1.63	2,580	2,538	2,538
Balance of County	Amador	-1.63	22,167	21,805	21,848
Incorporated	Amador	-0.88	13,964	13,841	17,715
County Total	Amador	-1.34	36,131	35,646	39,563
Biggs City	Butte	-1.25	1,998	1,973	1,973
Chico City	Butte	2.59	110,971	113,847	113,847
Gridley City	Butte	-1.10	7,383	7,302	7,302
Oroville City	Butte	2.25	19,221	19,653	19,653
Paradise Town	Butte	7.83	10,283	11,088	11,088
Balance of County	Butte	-7.51	58,017	53,662	53,662
Incorporated	Butte	2.67	149,856	153,863	153,863
County Total	Butte	-0.17	207,873	207,525	207,525
Angels City	Calaveras	-0.42	3,585	3,570	3,570
Balance of County	Calaveras	-0.21	41,183	41,096	41,152
Incorporated	Calaveras	-0.42	3,585	3,570	3,570
County Total	Calaveras	-0.23	44,768	44,666	44,722
Colusa City	Colusa	-0.18	6,548	6,536	6,536
Williams City	Colusa	-0.48	5,616	5,589	5,589
Balance of County	Colusa	-0.28	9,929	9,901	9,901
Incorporated	Colusa	-0.32	12,164	12,125	12,125
County Total	Colusa	-0.30	22,093	22,026	22,026
Antioch City	Contra Costa	0.52	116,177	116,781	116,781
Brentwood City	Contra Costa	0.60	65,353	65,747	65,747
Clayton City	Contra Costa	-0.46	10,793	10,743	10,743
Concord City	Contra Costa	-0.34	123,074	122,650	122,650
Danville Town	Contra Costa	-0.16	43,030	42,960	42,960
El Cerrito City	Contra Costa	-0.31	25,943	25,862	25,862
Hercules City	Contra Costa	-0.50	26,357	26,225	26,225
Lafayette City	Contra Costa	-0.08	25,073	25,054	25,054
Martinez City	Contra Costa	-0.15	36,871	36,817	36,817
Moraga City	Contra Costa	-1.98	16,973	16,637	16,637
Oakley City	Contra Costa	1.32	46,218	46,826	46,826
Orinda City	Contra Costa	-0.23	19,395	19,351	19,351
Pinole City	Contra Costa	-0.45	18,344	18,261	18,261
Pittsburg City	Contra Costa	0.64	75,887	76,374	76,374
Pleasant Hill City	Contra Costa	-0.28	33,694	33,601	33,601
Richmond City	Contra Costa	-0.24	113,872	113,594	113,594
San Pablo City	Contra Costa	0.18	31,450	31,507	31,507
San Ramon City	Contra Costa	0.18	83,245	83,391	83,391
Walnut Creek City	Contra Costa	-0.44	70,238	69,927	69,927
Balance of County	Contra Costa	-0.20	176,178	175,833	175,917
Incorporated	Contra Costa	0.03	981,987	982,308	982,308
County Total	Contra Costa	0.00	1,158,165	1,158,141	1,158,225
Crescent City	Del Norte	-0.69	4,064	4,036	6,056
Balance of County	Del Norte	-1.44	20,738	20,439	20,488
Incorporated	Del Norte	-0.69	4,064	4,036	6,056
County Total	Del Norte	-1.32	24,802	24,475	26,544
Placerville City	El Dorado	0.14	10,617	10,632	10,642
South Lake Tahoe City	El Dorado	-0.05	21,033	21,022	21,022
Balance of County	El Dorado	0.09	158,862	159,009	159,106
Incorporated	El Dorado	0.01	31,650	31,654	31,664
County Total	El Dorado	0.08	190,512	190,663	190,770
Clovis City	Fresno	1.13	127,674	129,121	129,121
Coalinga City	Fresno	0.00	13,419	13,419	17,608
Firebaugh City	Fresno	2.40	8,510	8,714	8,714
Fowler City	Fresno	3.11	7,436	7,667	7,667
Fresno City	Fresno	0.77	552,416	556,690	557,032
Huron City	Fresno	7.96	6,421	6,932	6,932
Kerman City	Fresno	0.76	17,403	17,535	17,535

## FISCAL YEAR 2025-26

## Attachment B

## Annual Percent Change in Population Minus Exclusions\*

January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

[About the Data](#)

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Kingsburg City	Fresno	0.90	13,167	13,285	13,285
Mendota City	Fresno	0.89	12,598	12,710	12,710
Orange Cove City	Fresno	0.99	9,622	9,717	9,717
Parlier City	Fresno	0.78	14,535	14,649	14,649
Reedley City	Fresno	2.52	25,950	26,603	26,603
Sanger City	Fresno	1.44	26,652	27,037	27,037
San Joaquin City	Fresno	0.03	3,653	3,654	3,654
Selma City	Fresno	0.40	24,487	24,585	24,585
Balance of County	Fresno	0.17	158,883	159,148	160,204
Incorporated	Fresno	0.97	863,943	872,318	876,849
County Total	Fresno	0.84	1,022,826	1,031,466	1,037,053
Orland City	Glenn	1.17	8,603	8,704	8,704
Willows City	Glenn	1.62	6,372	6,475	6,475
Balance of County	Glenn	1.33	14,004	14,190	14,190
Incorporated	Glenn	1.36	14,975	15,179	15,179
County Total	Glenn	1.35	28,979	29,369	29,369
Arcata City	Humboldt	1.66	18,691	19,001	19,001
Blue Lake City	Humboldt	-0.70	1,144	1,136	1,136
Eureka City	Humboldt	0.00	25,966	25,967	26,122
Ferndale City	Humboldt	-0.44	1,367	1,361	1,361
Fortuna City	Humboldt	-0.38	12,245	12,198	12,198
Rio Dell City	Humboldt	-0.71	3,255	3,232	3,232
Trinidad City	Humboldt	-0.67	298	296	296
Balance of County	Humboldt	-0.73	70,625	70,107	70,471
Incorporated	Humboldt	0.36	62,966	63,191	63,346
County Total	Humboldt	-0.22	133,591	133,298	133,817
Brawley City	Imperial	0.84	28,710	28,952	28,952
Calexico City	Imperial	0.78	39,762	40,073	40,073
Calipatria City	Imperial	0.69	3,646	3,671	6,061
El Centro City	Imperial	1.12	45,456	45,966	46,007
Holtville City	Imperial	0.57	5,653	5,685	5,685
Imperial City	Imperial	1.98	22,422	22,866	22,866
Westmorland City	Imperial	0.39	2,076	2,084	2,084
Balance of County	Imperial	0.59	31,371	31,557	34,771
Incorporated	Imperial	1.06	147,725	149,297	151,728
County Total	Imperial	0.98	179,096	180,854	186,499
Bishop City	Inyo	-0.10	3,854	3,850	3,850
Balance of County	Inyo	-0.31	14,938	14,892	14,950
Incorporated	Inyo	-0.10	3,854	3,850	3,850
County Total	Inyo	-0.27	18,792	18,742	18,800
Arvin City	Kern	0.99	19,796	19,991	19,991
Bakersfield City	Kern	1.16	414,451	419,238	419,238
California City	Kern	0.97	13,189	13,317	13,317
Delano City	Kern	1.15	46,036	46,566	52,831
Maricopa City	Kern	0.59	1,018	1,024	1,024
McFarland City	Kern	2.24	13,902	14,213	14,213
Ridgecrest City	Kern	0.25	27,664	27,732	28,386
Shafter City	Kern	4.72	22,356	23,412	23,455
Taft City	Kern	-0.03	7,089	7,087	7,087
Tehachapi City	Kern	0.64	9,372	9,432	11,476
Wasco City	Kern	-2.55	23,447	22,850	26,235
Balance of County	Kern	0.05	304,188	304,351	306,708
Incorporated	Kern	1.09	598,320	604,862	617,253
County Total	Kern	0.74	902,508	909,213	923,961
Avenal City	Kings	1.07	9,431	9,532	13,315
Corcoran City	Kings	0.88	13,547	13,666	21,612
Hanford City	Kings	2.31	59,856	61,238	61,238
Lemoore City	Kings	2.10	27,122	27,692	27,692
Balance of County	Kings	1.45	25,135	25,500	30,158
Incorporated	Kings	1.98	109,956	112,128	123,857
County Total	Kings	1.88	135,091	137,628	154,015
Clearlake City	Lake	1.01	16,367	16,533	16,533
Lakeport City	Lake	-0.85	5,069	5,026	5,026
Balance of County	Lake	-0.61	45,889	45,607	45,695
Incorporated	Lake	0.57	21,436	21,559	21,559
County Total	Lake	-0.24	67,325	67,166	67,254
Susanville City	Lassen	1.90	9,199	9,374	12,270
Balance of County	Lassen	1.77	14,802	15,064	16,446
Incorporated	Lassen	1.90	9,199	9,374	12,270
County Total	Lassen	1.82	24,001	24,438	28,716
Agoura Hills City	Los Angeles	-0.18	19,940	19,904	19,904
Alhambra City	Los Angeles	0.22	82,176	82,353	82,374
Arcadia City	Los Angeles	0.13	56,044	56,116	56,116
Artesia City	Los Angeles	1.33	16,060	16,273	16,359
Avalon City	Los Angeles	-0.12	3,387	3,383	3,383
Azusa City	Los Angeles	-1.50	49,736	48,988	48,988
Baldwin Park City	Los Angeles	0.23	70,685	70,848	70,848
Bell City	Los Angeles	-0.15	33,366	33,315	33,315
Bellflower City	Los Angeles	-0.32	76,902	76,656	76,656
Bell Gardens City	Los Angeles	0.09	38,438	38,471	38,471
Beverly Hills City	Los Angeles	-0.12	31,984	31,945	31,945
Bradbury City	Los Angeles	0.78	895	902	902

## FISCAL YEAR 2025-26

## Attachment B

## Annual Percent Change in Population Minus Exclusions\*

January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

[About the Data](#)

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Burbank City	Los Angeles	0.29	105,842	106,146	106,146
Calabasas City	Los Angeles	-0.26	22,856	22,797	22,797
Carson City	Los Angeles	0.07	91,745	91,808	91,812
Cerritos City	Los Angeles	-0.28	48,005	47,871	47,871
Claremont City	Los Angeles	-0.02	37,305	37,299	37,299
Commerce City	Los Angeles	-0.32	12,185	12,146	12,146
Compton City	Los Angeles	-0.01	93,699	93,692	93,692
Covina City	Los Angeles	0.92	50,625	51,090	51,090
Cudahy City	Los Angeles	-0.34	22,208	22,132	22,132
Culver City	Los Angeles	0.16	40,340	40,403	40,403
Diamond Bar City	Los Angeles	-0.07	53,577	53,539	53,539
Downey City	Los Angeles	-0.02	111,891	111,871	111,871
Duarte City	Los Angeles	-0.22	23,798	23,746	23,746
El Monte City	Los Angeles	0.82	107,056	107,938	107,986
El Segundo City	Los Angeles	-0.11	16,976	16,958	16,983
Gardena City	Los Angeles	0.14	60,176	60,263	60,263
Glendale City	Los Angeles	0.26	191,706	192,212	192,212
Glendora City	Los Angeles	-0.07	51,289	51,254	51,254
Hawaiian Gardens City	Los Angeles	0.07	13,552	13,561	13,561
Hawthorne City	Los Angeles	-0.25	85,868	85,653	85,653
Hermosa Beach City	Los Angeles	-0.22	19,055	19,014	19,014
Hidden Hills City	Los Angeles	0.23	1,742	1,746	1,746
Huntington Park City	Los Angeles	-0.32	53,213	53,041	53,051
Industry City	Los Angeles	-0.23	432	431	431
Inglewood City	Los Angeles	-0.29	106,617	106,305	106,305
Irwindale City	Los Angeles	-0.07	1,510	1,509	1,509
La Canada Flintridge City	Los Angeles	0.05	20,149	20,160	20,160
La Habra Heights City	Los Angeles	-0.13	5,510	5,503	5,503
Lakewood City	Los Angeles	0.10	80,517	80,596	80,596
La Mirada City	Los Angeles	-0.17	48,315	48,233	48,233
Lancaster City	Los Angeles	1.62	170,661	173,424	177,768
La Puente City	Los Angeles	0.10	37,508	37,546	37,546
La Verne City	Los Angeles	0.59	32,111	32,300	32,300
Lawndale City	Los Angeles	-0.20	30,921	30,860	30,860
Lomita City	Los Angeles	0.04	20,398	20,407	20,407
Long Beach City	Los Angeles	0.44	460,230	462,246	462,561
Los Angeles City	Los Angeles	0.44	3,813,575	3,830,479	3,835,263
Lynwood City	Los Angeles	0.45	66,360	66,660	66,660
Malibu City	Los Angeles	-0.18	10,623	10,604	10,604
Manhattan Beach City	Los Angeles	-0.18	34,111	34,051	34,051
Maywood City	Los Angeles	-0.25	24,557	24,496	24,496
Monrovia City	Los Angeles	1.94	38,181	38,920	38,920
Montebello City	Los Angeles	0.79	62,243	62,732	62,732
Monterey Park City	Los Angeles	-0.13	59,342	59,262	59,269
Norwalk City	Los Angeles	-0.32	100,585	100,265	101,075
Palmdale City	Los Angeles	0.31	166,580	167,097	167,097
Palos Verdes Estates City	Los Angeles	-0.12	13,014	12,999	12,999
Paramount City	Los Angeles	-0.08	52,415	52,371	52,371
Pasadena City	Los Angeles	0.41	140,054	140,631	140,631
Pico Rivera City	Los Angeles	0.00	60,859	60,858	60,858
Pomona City	Los Angeles	0.68	152,005	153,042	153,042
Rancho Palos Verdes City	Los Angeles	-0.25	40,831	40,727	40,727
Redondo Beach City	Los Angeles	-0.33	68,319	68,091	68,091
Rolling Hills City	Los Angeles	0.24	1,673	1,677	1,677
Rolling Hills Estates City	Los Angeles	-0.14	8,557	8,545	8,545
Rosemead City	Los Angeles	0.41	50,296	50,501	50,501
San Dimas City	Los Angeles	-0.05	34,226	34,209	34,209
San Fernando City	Los Angeles	0.62	23,546	23,692	23,692
San Gabriel City	Los Angeles	1.00	38,569	38,953	38,953
San Marino City	Los Angeles	-0.09	12,341	12,330	12,330
Santa Clarita City	Los Angeles	0.35	231,573	232,377	232,377
Santa Fe Springs City	Los Angeles	0.90	18,341	18,506	18,680
Santa Monica City	Los Angeles	0.19	93,034	93,212	93,212
Sierra Madre City	Los Angeles	-0.30	10,903	10,870	10,870
Signal Hill City	Los Angeles	-0.31	11,457	11,421	11,421
South El Monte City	Los Angeles	-0.02	19,538	19,535	19,535
South Gate City	Los Angeles	0.08	92,883	92,955	92,955
South Pasadena City	Los Angeles	0.06	26,272	26,287	26,287
Temple City	Los Angeles	0.70	36,069	36,322	36,322
Torrance City	Los Angeles	-0.10	143,410	143,261	143,261
Vernon City	Los Angeles	-0.48	208	207	207
Walnut City	Los Angeles	0.74	28,008	28,214	28,214
West Covina City	Los Angeles	-0.21	109,657	109,428	109,428
West Hollywood City	Los Angeles	0.10	35,250	35,284	35,284
Westlake Village City	Los Angeles	-0.31	7,943	7,918	7,918
Whittier City	Los Angeles	0.03	87,820	87,850	87,850
Balance of County	Los Angeles	0.18	1,001,862	1,003,674	1,004,490
Incorporated	Los Angeles	0.31	8,834,429	8,861,693	8,872,321
County Total	Los Angeles	0.30	9,836,291	9,865,367	9,876,811
Chowchilla City	Madera	-1.64	13,729	13,504	18,742
Madera City	Madera	-0.85	67,013	66,443	66,443
Balance of County	Madera	2.24	75,718	77,414	77,414

## FISCAL YEAR 2025-26

## Attachment B

## Annual Percent Change in Population Minus Exclusions\*

January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

[About the Data](#)

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Incorporated	Madera	-0.98	80,742	79,947	85,185
County Total	Madera	0.58	156,460	157,361	162,599
Belvedere City	Marin	0.29	2,052	2,058	2,058
Corte Madera City	Marin	0.09	9,947	9,956	9,966
Fairfax City	Marin	0.09	7,400	7,407	7,407
Larkspur City	Marin	-0.15	12,750	12,731	12,731
Mill Valley City	Marin	0.07	13,679	13,688	13,688
Novato City	Marin	0.22	51,372	51,486	51,690
Ross City	Marin	0.83	2,290	2,309	2,309
San Anselmo City	Marin	0.26	12,519	12,551	12,551
San Rafael City	Marin	-0.05	59,917	59,885	59,885
Sausalito City	Marin	0.07	6,936	6,941	6,941
Tiburon Town	Marin	0.18	8,894	8,910	8,910
Balance of County	Marin	0.29	63,257	63,441	66,414
Incorporated	Marin	0.09	187,756	187,922	188,136
County Total	Marin	0.14	251,013	251,363	254,550
Balance of County	Mariposa	-0.21	16,897	16,861	16,917
County Total	Mariposa	-0.21	16,897	16,861	16,917
Fort Bragg City	Mendocino	-0.10	7,194	7,187	7,187
Point Arena City	Mendocino	1.57	445	452	452
Ukiah City	Mendocino	0.60	16,227	16,325	16,325
Willits City	Mendocino	-0.31	4,853	4,838	4,838
Balance of County	Mendocino	-0.09	61,031	60,975	61,025
Incorporated	Mendocino	0.29	28,719	28,802	28,802
County Total	Mendocino	0.03	89,750	89,777	89,827
Atwater City	Merced	-0.18	31,921	31,862	31,862
Dos Palos City	Merced	-0.28	5,728	5,712	5,712
Gustine City	Merced	-0.23	6,035	6,021	6,021
Livingston City	Merced	-0.07	14,451	14,441	14,441
Los Banos City	Merced	1.42	48,213	48,896	48,896
Merced City	Merced	5.26	93,138	98,039	98,039
Balance of County	Merced	-4.65	91,101	86,861	88,109
Incorporated	Merced	2.75	199,486	204,971	204,971
County Total	Merced	0.43	290,587	291,832	293,080
Alturas City	Modoc	-0.19	2,662	2,657	2,657
Balance of County	Modoc	-0.22	5,847	5,834	5,834
Incorporated	Modoc	-0.19	2,662	2,657	2,657
County Total	Modoc	-0.21	8,509	8,491	8,491
Mammoth Lakes Town	Mono	-1.47	7,145	7,040	7,040
Balance of County	Mono	-1.75	5,647	5,548	5,644
Incorporated	Mono	-1.47	7,145	7,040	7,040
County Total	Mono	-1.59	12,792	12,588	12,684
Carmel-by-the-Sea City	Monterey	-0.23	3,056	3,049	3,049
Del Rey Oaks City	Monterey	-0.32	1,551	1,546	1,546
Gonzales City	Monterey	-0.30	8,459	8,434	8,434
Greenfield City	Monterey	1.18	20,543	20,785	20,785
King City	Monterey	1.09	14,189	14,344	14,344
Marina City	Monterey	1.12	22,831	23,086	23,086
Monterey City	Monterey	-0.33	24,282	24,202	27,273
Pacific Grove City	Monterey	-0.43	14,935	14,871	14,871
Salinas City	Monterey	-0.24	161,039	160,645	160,645
Sand City	Monterey	-0.27	374	373	373
Seaside City	Monterey	1.35	26,367	26,724	32,019
Soledad City	Monterey	1.80	20,005	20,366	27,310
Balance of County	Monterey	-0.14	105,111	104,962	105,096
Incorporated	Monterey	0.25	317,631	318,425	333,735
County Total	Monterey	0.15	422,742	423,387	438,831
American Canyon City	Napa	2.94	21,757	22,396	22,396
Calistoga City	Napa	-0.41	5,181	5,160	5,160
Napa City	Napa	0.28	77,520	77,736	77,736
St Helena City	Napa	-0.13	5,356	5,349	5,349
Yountville City	Napa	-0.54	2,056	2,045	2,638
Balance of County	Napa	-0.30	21,840	21,775	22,845
Incorporated	Napa	0.73	111,870	112,686	113,279
County Total	Napa	0.56	133,710	134,461	136,124
Grass Valley City	Nevada	-0.72	13,461	13,364	13,364
Nevada City	Nevada	-0.86	3,365	3,336	3,336
Truckee Town	Nevada	0.03	16,923	16,928	16,928
Balance of County	Nevada	-0.63	67,092	66,667	66,726
Incorporated	Nevada	-0.36	33,749	33,628	33,628
County Total	Nevada	-0.54	100,841	100,295	100,354
Aliso Viejo City	Orange	-0.45	50,442	50,213	50,213
Anaheim City	Orange	-0.08	341,967	341,686	341,773
Brea City	Orange	-0.42	48,101	47,900	47,900
Buena Park City	Orange	-0.13	82,772	82,667	82,667
Costa Mesa City	Orange	0.25	110,048	110,321	110,321
Cypress City	Orange	-0.13	49,563	49,499	49,499
Dana Point City	Orange	-0.37	32,850	32,730	32,730
Fountain Valley City	Orange	-0.09	56,612	56,560	56,560
Fullerton City	Orange	-0.31	141,909	141,469	141,469
Garden Grove City	Orange	0.12	171,260	171,470	171,492
Huntington Beach City	Orange	-0.19	193,510	193,134	193,134

## FISCAL YEAR 2025-26

## Attachment B

## Annual Percent Change in Population Minus Exclusions\*

January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

[About the Data](#)

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Irvine City	Orange	0.79	316,119	318,629	318,629
Laguna Beach City	Orange	0.02	22,759	22,763	22,763
Laguna Hills City	Orange	-0.41	30,435	30,309	30,309
Laguna Niguel City	Orange	0.65	64,834	65,257	65,257
Laguna Woods City	Orange	-0.46	17,262	17,183	17,183
La Habra City	Orange	-0.06	61,236	61,202	61,202
Lake Forest City	Orange	0.10	87,553	87,639	87,639
La Palma City	Orange	-0.44	15,177	15,110	15,110
Los Alamitos City	Orange	-0.32	12,044	12,006	12,006
Mission Viejo City	Orange	-0.28	91,993	91,740	91,740
Newport Beach City	Orange	-0.41	82,995	82,654	82,654
Orange City	Orange	0.95	138,403	139,724	139,724
Placentia City	Orange	2.52	52,653	53,982	53,982
Rancho Santa Margarita City	Orange	-0.46	46,553	46,341	46,341
San Clemente City	Orange	-0.35	63,085	62,865	62,865
San Juan Capistrano City	Orange	0.23	35,247	35,329	35,329
Santa Ana City	Orange	0.68	313,210	315,325	315,325
Seal Beach City	Orange	-0.47	24,439	24,325	24,400
Stanton City	Orange	-0.06	40,576	40,552	40,552
Tustin City	Orange	-0.15	79,449	79,326	79,326
Villa Park City	Orange	-0.21	5,750	5,738	5,738
Westminster City	Orange	0.13	90,181	90,295	90,295
Yorba Linda City	Orange	-0.46	66,573	66,267	66,267
Balance of County	Orange	0.54	132,313	133,023	133,033
Incorporated	Orange	0.15	3,037,560	3,042,210	3,042,394
County Total	Orange	0.17	3,169,873	3,175,233	3,175,427
Auburn City	Placer	-1.27	13,457	13,286	13,286
Colfax City	Placer	-1.48	2,026	1,996	1,996
Lincoln City	Placer	0.65	54,167	54,520	54,520
Loomis Town	Placer	-0.59	6,729	6,689	6,689
Rocklin City	Placer	0.28	72,967	73,172	73,172
Roseville City	Placer	0.76	157,304	158,494	158,494
Balance of County	Placer	-0.44	113,786	113,289	113,289
Incorporated	Placer	0.49	306,650	308,157	308,157
County Total	Placer	0.24	420,436	421,446	421,446
Portola City	Plumas	-0.94	2,118	2,098	2,098
Balance of County	Plumas	0.62	16,684	16,787	16,787
Incorporated	Plumas	-0.94	2,118	2,098	2,098
County Total	Plumas	0.44	18,802	18,885	18,885
Banning City	Riverside	-0.37	32,068	31,949	31,949
Beaumont City	Riverside	1.78	58,665	59,708	59,708
Blythe City	Riverside	-0.95	12,593	12,473	15,400
Calimesa City	Riverside	-0.79	11,082	10,994	10,994
Canyon Lake City	Riverside	-0.74	11,086	11,004	11,004
Cathedral City	Riverside	-0.67	51,962	51,615	51,651
Coachella City	Riverside	0.76	44,050	44,384	44,384
Corona City	Riverside	-0.32	159,667	159,157	159,157
Desert Hot Springs City	Riverside	0.02	33,255	33,262	33,262
Eastvale City	Riverside	-0.68	70,274	69,799	69,799
Hemet City	Riverside	0.20	91,751	91,934	91,934
Indian Wells City	Riverside	0.06	4,859	4,862	4,862
Indio City	Riverside	-0.17	92,693	92,539	92,539
Jurupa Valley City	Riverside	-0.90	106,830	105,870	105,928
Lake Elsinore City	Riverside	0.97	72,934	73,638	73,783
La Quinta City	Riverside	-0.90	39,148	38,796	38,796
Menifee City	Riverside	1.30	113,837	115,316	115,316
Moreno Valley City	Riverside	-0.27	211,389	210,823	210,823
Murrieta City	Riverside	0.44	111,299	111,789	111,789
Norco City	Riverside	-0.63	22,563	22,421	25,221
Palm Desert City	Riverside	0.04	51,961	51,980	51,980
Palm Springs City	Riverside	-0.63	44,760	44,476	44,476
Perris City	Riverside	0.36	80,947	81,240	81,240
Rancho Mirage City	Riverside	-0.62	17,227	17,120	17,120
Riverside City	Riverside	-0.37	321,479	320,278	320,337
San Jacinto City	Riverside	0.10	54,936	54,990	54,990
Temecula City	Riverside	1.19	110,898	112,220	112,220
Wildomar City	Riverside	0.05	37,060	37,077	37,077
Balance of County	Riverside	1.53	411,338	417,646	417,901
Incorporated	Riverside	0.02	2,071,273	2,071,714	2,077,739
County Total	Riverside	0.27	2,482,611	2,489,360	2,495,640
Citrus Heights City	Sacramento	-0.43	86,655	86,280	86,280
Elk Grove City	Sacramento	1.24	180,599	182,842	182,842
Folsom City	Sacramento	3.69	84,416	87,532	92,577
Galt City	Sacramento	1.38	25,738	26,092	26,092
Isleton City	Sacramento	-0.65	769	764	764
Rancho Cordova City	Sacramento	3.16	82,837	85,451	85,451
Sacramento City	Sacramento	0.31	526,327	527,979	527,979
Balance of County	Sacramento	-0.26	604,360	602,760	602,760
Incorporated	Sacramento	0.97	987,341	996,940	1,001,985
County Total	Sacramento	0.50	1,591,701	1,599,700	1,604,745
Hollister City	San Benito	0.51	43,272	43,492	43,492
San Juan Bautista City	San Benito	-0.81	2,095	2,078	2,078

## FISCAL YEAR 2025-26

## Attachment B

## Annual Percent Change in Population Minus Exclusions\*

January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

[About the Data](#)

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Balance of County	San Benito	0.50	21,147	21,252	21,252
Incorporated	San Benito	0.45	45,367	45,570	45,570
County Total	San Benito	0.46	66,514	66,822	66,822
Adelanto City	San Bernardino	1.42	36,629	37,150	37,150
Apple Valley Town	San Bernardino	-0.11	75,339	75,255	75,262
Barstow City	San Bernardino	-0.55	24,634	24,498	24,811
Big Bear Lake City	San Bernardino	-0.48	4,977	4,953	4,953
Chino City	San Bernardino	1.76	90,123	91,712	95,206
Chino Hills City	San Bernardino	-0.18	77,452	77,314	77,314
Colton City	San Bernardino	-0.42	53,505	53,278	53,278
Fontana City	San Bernardino	0.96	217,084	219,172	219,172
Grand Terrace City	San Bernardino	-0.51	12,868	12,803	12,803
Hesperia City	San Bernardino	0.54	101,248	101,792	101,792
Highland City	San Bernardino	1.16	56,436	57,088	57,088
Loma Linda City	San Bernardino	-0.19	25,323	25,276	25,322
Montclair City	San Bernardino	-0.38	37,670	37,526	37,526
Needles City	San Bernardino	-0.54	4,817	4,791	4,791
Ontario City	San Bernardino	0.84	182,875	184,404	184,404
Rancho Cucamonga City	San Bernardino	0.44	175,227	175,992	175,992
Redlands City	San Bernardino	0.10	73,416	73,488	73,488
Rialto City	San Bernardino	1.09	104,426	105,565	105,565
San Bernardino City	San Bernardino	0.08	221,218	221,387	222,727
Twentynine Palms City	San Bernardino	7.84	14,775	15,934	24,257
Upland City	San Bernardino	-0.23	79,326	79,140	79,140
Victorville City	San Bernardino	0.49	135,981	136,652	141,013
Yucaipa City	San Bernardino	0.51	54,561	54,838	54,838
Yucca Valley Town	San Bernardino	0.03	22,021	22,027	22,027
Balance of County	San Bernardino	-0.22	290,454	289,811	297,505
Incorporated	San Bernardino	0.54	1,881,931	1,892,035	1,909,919
County Total	San Bernardino	0.44	2,172,385	2,181,846	2,207,424
Carlsbad City	San Diego	-0.24	116,652	116,368	116,368
Chula Vista City	San Diego	0.19	280,590	281,137	281,401
Coronado City	San Diego	-0.41	17,471	17,400	22,610
Del Mar City	San Diego	0.05	3,948	3,950	3,950
El Cajon City	San Diego	-0.47	105,429	104,932	104,932
Encinitas City	San Diego	0.17	61,851	61,956	61,956
Escondido City	San Diego	-0.63	151,386	150,425	150,425
Imperial Beach City	San Diego	-0.35	26,462	26,369	26,369
La Mesa City	San Diego	-0.27	61,072	60,908	60,908
Lemon Grove City	San Diego	0.93	27,903	28,163	28,163
National City	San Diego	0.07	56,900	56,941	58,965
Oceanside City	San Diego	0.44	173,569	174,340	174,340
Poway City	San Diego	0.86	49,948	50,379	50,379
San Diego City	San Diego	1.15	1,378,448	1,394,234	1,408,937
San Marcos City	San Diego	-0.14	97,261	97,123	97,123
Santee City	San Diego	-0.60	59,928	59,568	59,568
Solana Beach City	San Diego	-0.52	13,054	12,986	12,986
Vista City	San Diego	-0.14	101,740	101,599	101,599
Balance of County	San Diego	-0.19	470,041	469,135	509,160
Incorporated	San Diego	0.54	2,783,612	2,798,778	2,820,979
County Total	San Diego	0.44	3,253,653	3,267,913	3,330,139
San Francisco City	San Francisco	-0.39	844,789	841,467	842,027
Incorporated	San Francisco	-0.39	844,789	841,467	842,027
County Total	San Francisco	-0.39	844,789	841,467	842,027
Escalon City	San Joaquin	-1.43	7,337	7,232	7,232
Lathrop City	San Joaquin	4.03	37,102	38,596	38,596
Lodi City	San Joaquin	-0.25	67,262	67,093	67,093
Manteca City	San Joaquin	1.76	92,116	93,733	93,733
Mountain House City	San Joaquin	0.00		28,795	28,795
Ripon City	San Joaquin	-1.33	15,966	15,753	15,753
Stockton City	San Joaquin	-0.77	323,325	320,847	320,877
Tracy City	San Joaquin	0.73	97,501	98,215	98,215
Balance of County	San Joaquin	-16.29	159,392	133,422	135,562
Incorporated	San Joaquin	4.63	640,609	670,264	670,294
County Total	San Joaquin	0.46	800,001	803,686	805,856
Arroyo Grande City	San Luis Obispo	-0.64	18,025	17,910	17,910
Atascadero City	San Luis Obispo	-0.72	29,305	29,093	30,134
El Paso de Robles City	San Luis Obispo	0.24	30,988	31,061	31,061
Grover Beach City	San Luis Obispo	-0.35	12,455	12,411	12,411
Morro Bay City	San Luis Obispo	0.00	10,404	10,404	10,404
Pismo Beach City	San Luis Obispo	-0.69	7,858	7,804	7,804
San Luis Obispo City	San Luis Obispo	1.52	48,791	49,534	49,534
Balance of County	San Luis Obispo	-0.61	118,580	117,852	120,079
Incorporated	San Luis Obispo	0.25	157,826	158,217	159,258
County Total	San Luis Obispo	-0.12	276,406	276,069	279,337
Atherton Town	San Mateo	-0.33	7,030	7,007	7,007
Belmont City	San Mateo	3.90	27,146	28,206	28,206
Brisbane City	San Mateo	-0.51	4,700	4,676	4,676
Burlingame City	San Mateo	2.55	30,768	31,552	31,552
Colma Town	San Mateo	-0.70	1,421	1,411	1,411
Daly City	San Mateo	-0.16	102,315	102,155	102,155
East Palo Alto City	San Mateo	-0.65	29,325	29,133	29,133



## FISCAL YEAR 2025-26

## Attachment B

## Annual Percent Change in Population Minus Exclusions\*

January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

[About the Data](#)

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Foster City	San Mateo	-0.60	32,856	32,658	32,658
Half Moon Bay City	San Mateo	-0.26	11,333	11,303	11,303
Hillsborough Town	San Mateo	0.38	11,211	11,254	11,254
Menlo Park City	San Mateo	-0.35	33,291	33,175	33,311
Millbrae City	San Mateo	-0.53	23,288	23,164	23,164
Pacifica City	San Mateo	-0.41	37,365	37,212	37,217
Portola Valley Town	San Mateo	-0.02	4,286	4,285	4,285
Redwood City	San Mateo	-0.57	82,546	82,073	82,073
San Bruno City	San Mateo	0.29	42,507	42,631	42,631
San Carlos City	San Mateo	-0.45	29,669	29,535	29,535
San Mateo City	San Mateo	0.09	104,221	104,315	104,315
South San Francisco City	San Mateo	0.39	65,146	65,397	65,397
Woodside Town	San Mateo	0.58	5,176	5,206	5,206
Balance of County	San Mateo	-0.32	62,047	61,848	61,848
Incorporated	San Mateo	0.11	685,600	686,348	686,489
County Total	San Mateo	0.07	747,647	748,196	748,337
Buellton City	Santa Barbara	2.23	4,980	5,091	5,091
Carpinteria City	Santa Barbara	0.09	12,723	12,735	12,735
Goleta City	Santa Barbara	0.45	32,601	32,747	32,747
Guadalupe City	Santa Barbara	1.81	8,694	8,851	8,851
Lompoc City	Santa Barbara	0.05	40,518	40,538	43,424
Santa Barbara City	Santa Barbara	0.31	86,159	86,422	86,451
Santa Maria City	Santa Barbara	1.19	110,885	112,208	112,208
Solvang City	Santa Barbara	0.47	5,728	5,755	5,755
Balance of County	Santa Barbara	0.52	136,287	136,992	139,870
Incorporated	Santa Barbara	0.68	302,288	304,347	307,262
County Total	Santa Barbara	0.63	438,575	441,339	447,132
Campbell City	Santa Clara	-0.22	43,377	43,281	43,281
Cupertino City	Santa Clara	-0.09	59,887	59,831	59,831
Gilroy City	Santa Clara	1.10	61,402	62,076	62,205
Los Altos City	Santa Clara	0.62	31,523	31,720	31,720
Los Altos Hills Town	Santa Clara	0.33	8,520	8,548	8,548
Los Gatos Town	Santa Clara	-0.43	33,500	33,355	33,355
Milpitas City	Santa Clara	-0.59	82,401	81,915	81,915
Monte Sereno City	Santa Clara	0.66	3,613	3,637	3,637
Morgan Hill City	Santa Clara	0.06	46,573	46,599	46,599
Mountain View City	Santa Clara	-0.19	86,674	86,513	86,513
Palo Alto City	Santa Clara	0.31	68,550	68,763	68,794
San Jose City	Santa Clara	-0.08	980,174	979,415	979,415
Santa Clara City	Santa Clara	0.57	133,829	134,587	134,587
Saratoga City	Santa Clara	0.29	31,020	31,110	31,110
Sunnyvale City	Santa Clara	0.46	158,948	159,673	159,673
Balance of County	Santa Clara	-0.21	90,602	90,412	91,076
Incorporated	Santa Clara	0.06	1,829,991	1,831,023	1,831,183
County Total	Santa Clara	0.04	1,920,593	1,921,435	1,922,259
Capitola City	Santa Cruz	-0.35	9,704	9,670	9,670
Santa Cruz City	Santa Cruz	0.18	62,861	62,972	62,972
Scotts Valley City	Santa Cruz	-0.04	11,836	11,831	11,831
Watsonville City	Santa Cruz	0.47	50,860	51,101	51,101
Balance of County	Santa Cruz	-0.04	128,130	128,079	128,136
Incorporated	Santa Cruz	0.23	135,261	135,574	135,574
County Total	Santa Cruz	0.10	263,391	263,653	263,710
Anderson City	Shasta	-0.73	11,048	10,967	10,967
Redding City	Shasta	0.09	93,330	93,413	93,534
Shasta Lake City	Shasta	-0.74	10,209	10,133	10,133
Balance of County	Shasta	-0.49	65,836	65,514	65,567
Incorporated	Shasta	-0.06	114,587	114,513	114,634
County Total	Shasta	-0.22	180,423	180,027	180,201
Loyalton City	Sierra	-0.27	732	730	730
Balance of County	Sierra	-0.20	2,445	2,440	2,440
Incorporated	Sierra	-0.27	732	730	730
County Total	Sierra	-0.22	3,177	3,170	3,170
Dorris City	Siskiyou	-0.84	837	830	830
Dunsmuir City	Siskiyou	-0.91	1,643	1,628	1,628
Etna City	Siskiyou	-0.75	667	662	662
Fort Jones City	Siskiyou	-0.75	668	663	663
Montague City	Siskiyou	-0.42	1,200	1,195	1,195
Mount Shasta City	Siskiyou	-0.72	3,202	3,179	3,179
Tulelake City	Siskiyou	-0.82	858	851	851
Weed City	Siskiyou	0.30	2,708	2,716	2,716
Yreka City	Siskiyou	0.64	7,829	7,879	7,879
Balance of County	Siskiyou	-0.49	23,772	23,656	23,708
Incorporated	Siskiyou	-0.05	19,612	19,603	19,603
County Total	Siskiyou	-0.29	43,384	43,259	43,311
Benicia City	Solano	-0.58	26,347	26,195	26,195
Dixon City	Solano	2.89	19,608	20,174	20,174
Fairfield City	Solano	-0.07	116,199	116,112	120,720
Rio Vista City	Solano	1.78	10,157	10,338	10,338
Suisun City	Solano	-0.13	29,074	29,036	29,036
Vacaville City	Solano	0.04	97,347	97,382	103,181
Vallejo City	Solano	-0.48	122,791	122,207	122,207
Balance of County	Solano	-0.27	17,285	17,238	17,988



## FISCAL YEAR 2025-26

## Attachment B

## Annual Percent Change in Population Minus Exclusions\*

January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

[About the Data](#)

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1-25
Incorporated	Solano	-0.02	421,523	421,444	431,851
County Total	Solano	-0.03	438,808	438,682	449,839
Cloverdale City	Sonoma	-0.97	8,763	8,678	8,678
Cotati City	Sonoma	-0.86	7,353	7,290	7,290
Healdsburg City	Sonoma	-0.35	11,010	10,972	10,972
Petaluma City	Sonoma	0.40	58,858	59,094	59,094
Rohnert Park City	Sonoma	-0.06	44,089	44,062	44,062
Santa Rosa City	Sonoma	0.80	177,043	178,452	178,452
Sebastopol City	Sonoma	0.40	7,338	7,367	7,367
Sonoma City	Sonoma	-0.83	10,595	10,507	10,507
Windsor Town	Sonoma	-0.17	25,669	25,625	25,625
Balance of County	Sonoma	-0.46	130,591	129,985	130,801
Incorporated	Sonoma	0.38	350,718	352,047	352,047
County Total	Sonoma	0.15	481,309	482,032	482,848
Ceres City	Stanislaus	-0.35	49,480	49,305	49,305
Hughson City	Stanislaus	2.26	7,801	7,977	7,977
Modesto City	Stanislaus	0.03	219,705	219,765	219,765
Newman City	Stanislaus	1.05	12,260	12,389	12,389
Oakdale City	Stanislaus	0.28	23,167	23,231	23,231
Patterson City	Stanislaus	3.57	24,977	25,868	25,868
Riverbank City	Stanislaus	3.16	25,290	26,090	26,090
Turlock City	Stanislaus	0.31	71,997	72,219	72,219
Waterford City	Stanislaus	0.09	9,161	9,169	9,169
Balance of County	Stanislaus	-0.02	109,776	109,752	109,752
Incorporated	Stanislaus	0.49	443,838	446,013	446,013
County Total	Stanislaus	0.39	553,614	555,765	555,765
Live Oak City	Sutter	0.58	9,602	9,658	9,658
Yuba City	Sutter	0.96	69,781	70,453	70,453
Balance of County	Sutter	0.49	20,048	20,146	20,146
Incorporated	Sutter	0.92	79,383	80,111	80,111
County Total	Sutter	0.83	99,431	100,257	100,257
Corning City	Tehama	1.30	8,162	8,268	8,268
Red Bluff City	Tehama	0.11	14,450	14,466	14,466
Tehama City	Tehama	0.23	427	428	428
Balance of County	Tehama	-0.41	41,702	41,532	41,665
Incorporated	Tehama	0.53	23,039	23,162	23,162
County Total	Tehama	-0.07	64,741	64,694	64,827
Balance of County	Trinity	-0.16	15,850	15,825	15,884
County Total	Trinity	-0.16	15,850	15,825	15,884
Dinuba City	Tulare	0.67	25,852	26,025	26,025
Exeter City	Tulare	-0.19	10,252	10,233	10,233
Farmersville City	Tulare	-0.29	10,422	10,392	10,392
Lindsay City	Tulare	-0.07	12,734	12,725	12,725
Porterville City	Tulare	0.04	63,427	63,455	63,622
Tulare City	Tulare	2.02	71,557	73,002	73,002
Visalia City	Tulare	0.69	145,714	146,722	146,978
Woodlake City	Tulare	2.72	7,793	8,005	8,005
Balance of County	Tulare	0.54	135,452	136,180	136,227
Incorporated	Tulare	0.81	347,751	350,559	350,982
County Total	Tulare	0.73	483,203	486,739	487,209
Sonora City	Tuolumne	-0.74	5,154	5,116	5,116
Balance of County	Tuolumne	-0.27	46,963	46,836	49,241
Incorporated	Tuolumne	-0.74	5,154	5,116	5,116
County Total	Tuolumne	-0.32	52,117	51,952	54,357
Camarillo City	Ventura	-0.78	69,467	68,927	68,927
Fillmore City	Ventura	-0.35	17,095	17,035	17,035
Moorpark City	Ventura	-0.77	35,023	34,754	34,754
Ojai City	Ventura	0.04	7,556	7,559	7,559
Oxnard City	Ventura	0.18	198,384	198,733	198,733
Port Hueneme City	Ventura	-0.81	19,024	18,870	20,838
San Buenaventura (Ventura) City	Ventura	0.58	108,304	108,930	108,985
Santa Paula City	Ventura	0.47	31,511	31,658	31,658
Simi Valley City	Ventura	0.00	124,640	124,645	124,815
Thousand Oaks City	Ventura	-0.73	123,372	122,468	122,468
Balance of County	Ventura	1.49	90,070	91,416	93,233
Incorporated	Ventura	-0.11	734,376	733,579	735,772
County Total	Ventura	0.07	824,446	824,995	829,005
Davis City	Yolo	-0.43	65,708	65,423	65,423
West Sacramento City	Yolo	0.85	54,938	55,403	55,403
Winters City	Yolo	4.14	7,702	8,021	8,021
Woodland City	Yolo	0.35	61,406	61,623	61,623
Balance of County	Yolo	1.83	34,334	34,963	34,963
Incorporated	Yolo	0.38	189,754	190,470	190,470
County Total	Yolo	0.60	224,088	225,433	225,433
Marysville City	Yuba	-0.84	12,825	12,717	12,717
Wheatland City	Yuba	2.29	3,922	4,012	4,012
Balance of County	Yuba	0.57	65,454	65,828	68,294
Incorporated	Yuba	-0.11	16,747	16,729	16,729
County Total	Yuba	0.43	82,201	82,557	85,023

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**FISCAL YEAR 2025-26****Attachment C****Annual Percent Change in Population Minus Exclusions\*****January 1, 2024 to January 1, 2025 and Total Population January 1, 2025**

<b>City</b>	<b>County</b>	<b>Percent Change 24-25</b>	<b>Population Minus Exclusions 1-1-24</b>	<b>Population Minus Exclusions 1-1-25</b>	<b>Total Population 1-1-25</b>
Incorporated	Alameda	0.37	1,507,666	1,513,172	1,514,836
County Total	Alameda	0.31	1,655,644	1,660,751	1,662,482
County Total	Alpine	-0.42	1,181	1,176	1,177
Incorporated	Amador	-0.88	13,964	13,841	17,715
County Total	Amador	-1.34	36,131	35,646	39,563
Incorporated	Butte	2.67	149,856	153,863	153,863
County Total	Butte	-0.17	207,873	207,525	207,525
Incorporated	Calaveras	-0.42	3,585	3,570	3,570
County Total	Calaveras	-0.23	44,768	44,666	44,722
Incorporated	Colusa	-0.32	12,164	12,125	12,125
County Total	Colusa	-0.30	22,093	22,026	22,026
Incorporated	Contra Costa	0.03	981,987	982,308	982,308
County Total	Contra Costa	0.00	1,158,165	1,158,141	1,158,225
Incorporated	Del Norte	-0.69	4,064	4,036	6,056
County Total	Del Norte	-1.32	24,802	24,475	26,544
Incorporated	El Dorado	0.01	31,650	31,654	31,664
County Total	El Dorado	0.08	190,512	190,663	190,770
Incorporated	Fresno	0.97	863,943	872,318	876,849
County Total	Fresno	0.84	1,022,826	1,031,466	1,037,053
Incorporated	Glenn	1.36	14,975	15,179	15,179
County Total	Glenn	1.35	28,979	29,369	29,369
Incorporated	Humboldt	0.36	62,966	63,191	63,346
County Total	Humboldt	-0.22	133,591	133,298	133,817
Incorporated	Imperial	1.06	147,725	149,297	151,728
County Total	Imperial	0.98	179,096	180,854	186,499
Incorporated	Inyo	-0.10	3,854	3,850	3,850
County Total	Inyo	-0.27	18,792	18,742	18,800
Incorporated	Kern	1.09	598,320	604,862	617,253
County Total	Kern	0.74	902,508	909,213	923,961
Incorporated	Kings	1.98	109,956	112,128	123,857
County Total	Kings	1.88	135,091	137,628	154,015
Incorporated	Lake	0.57	21,436	21,559	21,559
County Total	Lake	-0.24	67,325	67,166	67,254
Incorporated	Lassen	1.90	9,199	9,374	12,270
County Total	Lassen	1.82	24,001	24,438	28,716
Incorporated	Los Angeles	0.31	8,834,429	8,861,693	8,872,321
County Total	Los Angeles	0.30	9,836,291	9,865,367	9,876,811
Incorporated	Madera	-0.98	80,742	79,947	85,185
County Total	Madera	0.58	156,460	157,361	162,599
Incorporated	Marin	0.09	187,756	187,922	188,136
County Total	Marin	0.14	251,013	251,363	254,550

**FISCAL YEAR 2025-26****Attachment C****Annual Percent Change in Population Minus Exclusions\*****January 1, 2024 to January 1, 2025 and Total Population January 1, 2025**

<b>City</b>	<b>County</b>	<b>Percent Change 24-25</b>	<b>Population Minus Exclusions 1-1-24</b>	<b>Population Minus Exclusions 1-1-25</b>	<b>Total Population 1-1-25</b>
County Total	Mariposa	-0.21	16,897	16,861	16,917
Incorporated	Mendocino	0.29	28,719	28,802	28,802
County Total	Mendocino	0.03	89,750	89,777	89,827
Incorporated	Merced	2.75	199,486	204,971	204,971
County Total	Merced	0.43	290,587	291,832	293,080
Incorporated	Modoc	-0.19	2,662	2,657	2,657
County Total	Modoc	-0.21	8,509	8,491	8,491
Incorporated	Mono	-1.47	7,145	7,040	7,040
County Total	Mono	-1.59	12,792	12,588	12,684
Incorporated	Monterey	0.25	317,631	318,425	333,735
County Total	Monterey	0.15	422,742	423,387	438,831
Incorporated	Napa	0.73	111,870	112,686	113,279
County Total	Napa	0.56	133,710	134,461	136,124
Incorporated	Nevada	-0.36	33,749	33,628	33,628
County Total	Nevada	-0.54	100,841	100,295	100,354
Incorporated	Orange	0.15	3,037,560	3,042,210	3,042,394
County Total	Orange	0.17	3,169,873	3,175,233	3,175,427
Incorporated	Placer	0.49	306,650	308,157	308,157
County Total	Placer	0.24	420,436	421,446	421,446
Incorporated	Plumas	-0.94	2,118	2,098	2,098
County Total	Plumas	0.44	18,802	18,885	18,885
Incorporated	Riverside	0.02	2,071,273	2,071,714	2,077,739
County Total	Riverside	0.27	2,482,611	2,489,360	2,495,640
Incorporated	Sacramento	0.97	987,341	996,940	1,001,985
County Total	Sacramento	0.50	1,591,701	1,599,700	1,604,745
Incorporated	San Benito	0.45	45,367	45,570	45,570
County Total	San Benito	0.46	66,514	66,822	66,822
Incorporated	San Bernardino	0.54	1,881,931	1,892,035	1,909,919
County Total	San Bernardino	0.44	2,172,385	2,181,846	2,207,424
Incorporated	San Diego	0.54	2,783,612	2,798,778	2,820,979
County Total	San Diego	0.44	3,253,653	3,267,913	3,330,139
Incorporated	San Francisco	-0.39	844,789	841,467	842,027
County Total	San Francisco	-0.39	844,789	841,467	842,027
Incorporated	San Joaquin	4.63	640,609	670,264	670,294
County Total	San Joaquin	0.46	800,001	803,686	805,856
Incorporated	San Luis Obispo	0.25	157,826	158,217	159,258
County Total	San Luis Obispo	-0.12	276,406	276,069	279,337
Incorporated	San Mateo	0.11	685,600	686,348	686,489
County Total	San Mateo	0.07	747,647	748,196	748,337
Incorporated	Santa Barbara	0.68	302,288	304,347	307,262
County Total	Santa Barbara	0.63	438,575	441,339	447,132

**FISCAL YEAR 2025-26****Attachment C****Annual Percent Change in Population Minus Exclusions\*****January 1, 2024 to January 1, 2025 and Total Population January 1, 2025**

<b>City</b>	<b>County</b>	<b>Percent Change 24-25</b>	<b>Population Minus Exclusions 1-1-24</b>	<b>Population Minus Exclusions 1-1-25</b>	<b>Total Population 1-1-25</b>
Incorporated	Santa Clara	0.06	1,829,991	1,831,023	1,831,183
County Total	Santa Clara	0.04	1,920,593	1,921,435	1,922,259
Incorporated	Santa Cruz	0.23	135,261	135,574	135,574
County Total	Santa Cruz	0.10	263,391	263,653	263,710
Incorporated	Shasta	-0.06	114,587	114,513	114,634
County Total	Shasta	-0.22	180,423	180,027	180,201
Incorporated	Sierra	-0.27	732	730	730
County Total	Sierra	-0.22	3,177	3,170	3,170
Incorporated	Siskiyou	-0.05	19,612	19,603	19,603
County Total	Siskiyou	-0.29	43,384	43,259	43,311
Incorporated	Solano	-0.02	421,523	421,444	431,851
County Total	Solano	-0.03	438,808	438,682	449,839
Incorporated	Sonoma	0.38	350,718	352,047	352,047
County Total	Sonoma	0.15	481,309	482,032	482,848
Incorporated	Stanislaus	0.49	443,838	446,013	446,013
County Total	Stanislaus	0.39	553,614	555,765	555,765
Incorporated	Sutter	0.92	79,383	80,111	80,111
County Total	Sutter	0.83	99,431	100,257	100,257
Incorporated	Tehama	0.53	23,039	23,162	23,162
County Total	Tehama	-0.07	64,741	64,694	64,827
County Total	Trinity	-0.16	15,850	15,825	15,884
Incorporated	Tulare	0.81	347,751	350,559	350,982
County Total	Tulare	0.73	483,203	486,739	487,209
Incorporated	Tuolumne	-0.74	5,154	5,116	5,116
County Total	Tuolumne	-0.32	52,117	51,952	54,357
Incorporated	Ventura	-0.11	734,376	733,579	735,772
County Total	Ventura	0.07	824,446	824,995	829,005
Incorporated	Yolo	0.38	189,754	190,470	190,470
County Total	Yolo	0.60	224,088	225,433	225,433
Incorporated	Yuba	-0.11	16,747	16,729	16,729
County Total	Yuba	0.43	82,201	82,557	85,023



# City of Fort Bragg

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

## Text File

File Number: 25-246

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8C.

Request for Council Direction: One-Time Funding Support for Food Bank and Senior Center  
Due to Federal Cuts



## CITY COUNCIL STAFF REPORT

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**TO:** City Council

**DATE:** June 23, 2025

**DEPARTMENT:** Administration

**PREPARED BY:** Isaac Whippy, City Manager

**PRESENTER:** Isaac Whippy, City Manager

**AGENDA TITLE:** Request for Council Direction on One-Time Funding Support for the Food Bank and Senior Center Due to Federal Funding Cuts

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### RECOMMENDATION

Receive the report and provide direction to staff on whether to allocate one-time appropriations from the projected FY 2024–25 General Fund surplus to support the Fort Bragg Food Bank and the Fort Bragg Senior Center, both of which have experienced recent federal funding reductions.

### BACKGROUND

The Fort Bragg Food Bank and the Fort Bragg Senior Center (operated by the Mendocino Coast Hospitality Center) provide essential services to some of the most vulnerable members of our community. In Fort Bragg, more than 50% of the population qualifies as low-income, making food security and access to senior services a critical public concern. These two nonprofit organizations play a central role in meeting basic needs, ensuring that residents have consistent access to nutritious food, transportation, social engagement, and wellness support.

The Food Bank distributes food to thousands of residents each year and serves as a critical resource during emergencies and economic downturns. The Senior Center provides not only daily meals but also programming that supports independence, social connection, and overall well-being for older adults. Both organizations are pillars of the local safety net, and their continued operation helps prevent hunger, isolation, and long-term public health impacts.

Due to recent federal funding reductions, both organizations have formally requested support from the City to bridge the funding gap and avoid service disruptions during their [May 12, 2025](#), presentations to the City Council.

The City of Fort Bragg has previously demonstrated support for community-based services through budget allocations. The current operating budget includes a \$50,000 annual allocation to the Humane Society, and Measure AA/AB funds have supported the Noyo

**AGENDA ITEM NO. 8C**

Center for Marine Science and youth-focused special projects, including school playing field improvements.

## **DISCUSSION**

The City is projected to record an estimated \$350,000 General Fund surplus at the close of the current fiscal year (FY 2024–25). This surplus is primarily due to salary savings from multiple temporarily vacant staff positions across departments. These are one-time savings and do not represent ongoing revenue.

Given the temporary nature of these funds, any support provided to the Food Bank and Senior Center would need to be a one-time appropriation within the current fiscal year budget. If the Council chooses to allocate funding, staff can return with a budget amendment and draft agreements outlining accountability, eligible use of funds, and reporting requirements for each recipient.

## **FISCAL IMPACT**

The projected \$350,000 surplus in the FY 2024–25 General Fund is available for one-time use. Funding any or all of the requests would reduce the year-end surplus and could impact reserves if additional budget needs arise. The funds could be paid out of the Council Goals/Professional budget.

## **ALTERNATIVES**

1. Direct staff to return with a proposed budget amendment for one-time funding support.
2. Decline to allocate funds and direct staff to respond to the organization accordingly.
3. Provide alternative direction to staff regarding community-based grant programs or future budget cycles.

**From:** Jacob Patterson <jacob.patterson.esq@gmail.com>  
**Sent:** Monday, June 23, 2025 12:16 PM  
**To:** City Clerk  
**Cc:** Whippy, Isaac  
**Subject:** Public Comment -- 6/23/25 CC Mtg., Item No. 8C, One-Time Funding

City Council,

I am writing to recommend the following based on my recollections of the presentations from both organizations as well as Isaac's staff report.

First, we should be supporting the Humane Society with more than \$50K this coming year so I recommend a one-time additional payment to them of between \$25K to \$50K to bring our support up to at least \$75K. Next budget, I'd like us to see that built in as the baseline annual support rather than a paltry \$50K. (Keep in mind they received nothing from the County and we can afford this support, at least this year.)

Second, I recommend awarding the Food Bank, which is probably our most critical public service in the community as it feeds a large percentage of the local population, at least \$100K out of this year's surplus. Amanda indicated their funds have already been cut by between \$180K and 200K and that led to staff layoffs and program reductions. So many people depend on the Food Bank that even if we needed to take the money from someplace else we should do so (e.g., Visit Fort Bragg or the Noyo Center funding as an important community organization but less important than one that feeds people).

Third, I recommend holding off on awarding any money to the Senior Center today. Unlike the Food Bank whose funding has already been cut, the hypothetical cuts to the Senior center's funding have not happened and the President's proposals were not adopted by Congress. As such, it is premature, IMO, to effectively transfer our cash reserves to another organization, which, although important as well, hasn't actually suffered the funding cuts imposed on the Food Bank. If their funding is actually reduced, we can consider approving the transfer of funds at that time but it seems premature and imprudent to do so right now. Please recall that Jill said she requested the money for a reserve fund in case their funding gets cut but why would we effectively take our reserves and give them away if the organization might not need them? We certainly wouldn't get anything back if their funding is maintained so I recommend waiting until we know what is actually going to happen. It literally only takes 24 hours notice for a special meeting to approve a one-time appropriation out of our accumulated surplus (aka the unallocated general fund balance) should the need arise.

Regards,

--Jacob







# City of Fort Bragg

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

## Text File

File Number: 25-232

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 8D.

Receive Report and Consider Adoption of Two (2) City Council Resolutions, Categorically Exempt 15301(c):

- (1) Accepting the Bid of Argonaut Constructor, Inc., as the Lowest Responsive Bidder, Awarding the 2025 Pavement Preservation Project, and Authorizing the City Manager to Execute the Contract (Amount Not to Exceed \$1,968,141.90); and
- (2) Approving a Professional Services Agreement with Lumos and Associates, Inc. to Provide Construction Management Services for the 2025 Pavement Preservation Project and the Stop Gap Project, and Authorizing the City Manager to Execute the Contract (Amount Not to Exceed \$300,000)



## CITY COUNCIL STAFF REPORT

---

**TO:** City Council

**DATE:** June 23, 2025

**DEPARTMENT:** Public Works Department

**PREPARED BY:** Chantell O'Neal, Assistant Director, Engineering

**PRESENTER:** John Smith, Public Works Director

**AGENDA TITLE:** Receive Report and Consider Adoption of Two (2) City Council Resolutions:

(1) Accepting the Bid of Argonaut Constructor, Inc., as the Lowest Responsive Bidder, Awarding the 2025 Pavement Preservation Project, and Authorizing the City Manager to Execute the Contract (Amount Not to Exceed \$1,968,141.90), Categorical Exemption 15301(c); and

(2) Approving a Professional Services Agreement with Lumos and Associates, Inc. to Provide Construction Management Services for the 2025 Pavement Preservation Project and the Stop Gap Project, and Authorizing the City Manager to Execute the Contract (Amount Not to Exceed \$300,000)

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### RECOMMENDATION

Staff recommends that the City Council adopt the two attached resolutions:

1. Accepting the lowest responsive bid for the 2025 Pavement Preservation Project and authorizing the City Manager to execute a contract with Argonaut Constructors, Inc. in an amount not to exceed \$1,968,141.90.
2. Approving a Professional Services Agreement with Lumos and Associates, Inc. to provide Construction Management (CM) services for the 2025 Pavement Preservation Project and the Stop Gap Project, and authorizing the City Manager to execute a contract in an amount not to exceed \$300,000.

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### BACKGROUND

As part of the City's ongoing pavement management strategy, the Public Works Department follows the recommendations outlined in the Pavement Management Program (PMP) to prioritize investments in street maintenance and preservation. The 2025 Pavement Preservation Project is a key implementation step in that plan. Below is a summary of project milestones:

- **October 24, 2022** – City Council adopted Resolution 4617, identifying street segments for the 2025 project.

AGENDA ITEM NO. 8D

- **November 14, 2022** – Project submitted to the California Transportation Commission (CTC) for programming.
  - **February 26, 2024** – Council approved the design scope and street list for the 2025 project.
  - **April 22, 2024** – Lumos and Associates awarded the design contract.
  - **June 13, 2024** – PW&F Committee approved revised street list for final design.
  - **March 17, 2025** – Bid packet submitted to CTC for May 2025 fund allocation.
  - **May 15, 2025** – City Council confirmed the scope and directed staff to proceed.
  - **May 19, 2025** – Bid packet released.
  - **June 13, 2025** – Bids opened.
- 

## **DISCUSSION AND ANALYSIS**

The 2025 Pavement Preservation Project includes slurry sealing, pavement patching, and crack sealing for 27 street segments totaling 7.2 miles of roadway (Figure 1). Seventeen ADA-compliant curb ramps will be constructed, and pavement striping will be applied. The contract also includes an alternate bid item: the rehabilitation of the City Hall parking lot, funded with in-lieu parking fees.

The Engineer's Estimate is \$1,999,805.85 for the base bid and \$2,040,470.45 with the alternate. Staff recommends awarding the base bid plus the alternate to maximize project benefit.

To ensure effective oversight, staff also recommends entering into a Professional Services Agreement with Lumos and Associates, Inc. for Construction Management (CM). Lumos, as the project designer and the City's on-call engineering consultant, brings notable benefits:

1. Familiarity with the project ensures a rapid response to contractor inquiries.
2. In-house experts with more than 20 years of slurry seal experience address past Council concerns about technique and quality.
3. Engaging Lumos reduces coordination complexity by limiting contract responsibility to a single design/CM team.

The Construction Management Contract with Lumos will also include providing these services for the Stop-Gap Project, which is described in another report on this agenda.

The project has been coordinated to align with underground utility work and other street-related activities to minimize community disruption.

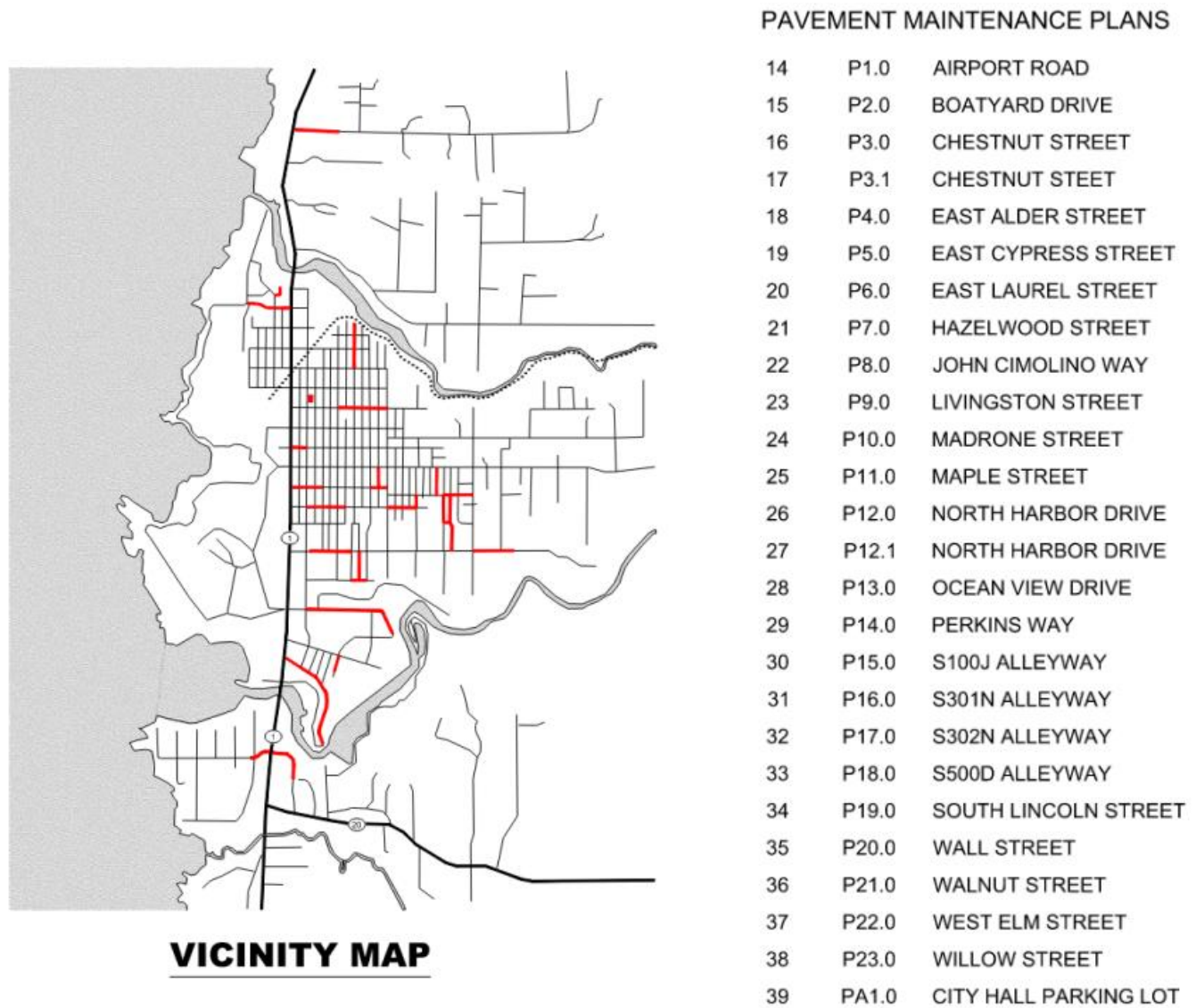


Figure 1: 2025 Pavement Preservation Project Locations

## FISCAL IMPACT/FUNDING SOURCE

Tables (below) detail project costs and funding sources.

Funding sources include:

- Special Street Sales Tax (local)
- Local Partnership Program (LPP) state formulaic funds
- In-lieu parking fees for the alternate

All funds are programmed in the current Capital Improvement Program (CIP) budget. The Construction Management (CM) support reflected in the table below is only the estimated services for the 2025 portion of the project, as the Stop Gap CM is budgeted separately for that project.

Programmed Project Cost Details				
Funding Source(s):	BUDGET ACTIVITY			
	Prof. Services	Construction	Const. Support	Total
<b>250- Special Sales Tax</b>	\$ 233,000.00	\$ 614,500.00	\$ 275,000.00	<b>\$ 1,122,500.00</b>
<b>LPP- F</b>		\$ 400,000.00		<b>\$ 400,000.00</b>
<b>Incentive Funds (LPP)</b>		\$ 1,200,000.00		<b>\$ 1,200,000.00</b>
<b>Total Project Cost:</b>	<b>\$ 233,000.00</b>	<b>\$ 2,214,500.00</b>	<b>\$ 275,000.00</b>	<b>\$ 2,722,500.00</b>

*Table 1: Project Budget*

#### ENVIRONMENTAL ANALYSIS:

The project is categorically exempt under CEQA Guidelines Section 15301(c), which covers maintenance of existing streets with no expansion of use. Work consists of slurry sealing, crack repair, minor curb ramp upgrades, and restriping, with no significant increase in traffic or environmental disturbance.

#### STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

The project supports the following:

- Strategic Plan Goal 2F: Maintain resilient and walkable streetscapes.
- General Plan Policy C-15.1.6: Maintain an ongoing inventory of transportation system needs.
- General Plan Policy C-9.2: Improve east-west arterials such as Oak, Chestnut, and Redwood.

The City's Special Street Sales Tax makes Fort Bragg a "Self-Help" City under the Road Maintenance and Rehabilitation Act (RMRA), which qualifies the City for additional state funding through the Local Partnership Program (LPP). Renewal of the Street Sales Tax by Fort Bragg voters in 2023 enabled the City to become eligible for a one-time LPP incentive allocation of \$1,200,000. These funds are being used to support the 2025 Pavement Preservation Project in combination with the City's LPP Formulaic funds and local street tax revenues. The use of these funds is fully consistent with their purpose of preserving and improving existing roadway infrastructure.

Additionally, the project includes the construction of 17 new ADA-compliant curb ramps. This work directly supports implementation of the City's ADA Transition Plan by removing physical barriers to accessibility in the public right-of-way and advancing the City's goal of creating a safe and inclusive pedestrian network for all users.

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## **COMMUNITY OUTREACH**

While the development of street projects typically begins with data from the Pavement Management Plan (PMP), proposed street lists are vetted with the City Council before any street project enters the design phase. Staff maintains an active list of street projects in the City's Capital Improvement Plan (CIP), provides updates on the City's website, and shares information regularly through social media and press releases to keep the public informed.

For the 2025 Pavement Preservation Project specifically, numerous public meetings have been held throughout the planning and design process, as detailed in the Background section of this report. These meetings provided opportunities for Council and the public to review and comment on street selections, scope of work, and project timing.

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## **COMMITTEE REVIEW AND RECOMMENDATIONS**

The Public Works and Facilities Committee reviewed and approved the final street list on June 13, 2024.

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## **ALTERNATIVES:**

1. Do not award the construction contract or CM agreement – This would delay critical pavement preservation work and jeopardize timely use of allocated funds.
2. Award construction contract without the alternate – This would reduce scope but forgo timely rehabilitation of the City Hall parking lot, which is funded separately and ready for inclusion.
3. Issue a new RFP for Construction Management – This could cause delays and increase cost due to loss of project-specific knowledge and continuity.

Staff recommends proceeding with both contract awards to ensure timely and coordinated project delivery.

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**ATTACHMENTS:**

1. Resolution Awarding Construction Contract
  2. Resolution Approving Professional Services Agreement with Lumos
  3. Construction Contract with Argonaut Constructors, Inc.
  4. Construction Management Agreement with Lumos
  5. Bid Summary
- 

**NOTIFICATION:**

- Notify: Street Construction Listserve (via City website “Notify Me”)
- Lumos and Associates, Inc
- All Contractors on Bid Summary



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT BRAGG  
ACCEPTING THE BID OF ARGONAUT CONSTRUCTORS, INC. AS THE  
LOWEST RESPONSIVE BIDDER, AWARDING THE CONSTRUCTION  
CONTRACT FOR THE 2025 PAVEMENT PRESERVATION PROJECT,  
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT (AMOUNT  
NOT TO EXCEED \$1,968,141.90), AND FINDING THE PROJECT  
CATEGORICALLY EXEMPT PURSUANT TO CEQA GUIDELINES SECTION  
15301(c)**

**WHEREAS**, the City of Fort Bragg maintains a Pavement Management Program (PMP) to guide investments in the maintenance and rehabilitation of City streets; and

**WHEREAS**, the City Council adopted Resolution No. 4617-2022 on October 24, 2022, selecting street segments to be included in the 2025 Pavement Preservation Project (the "Project"), and reaffirmed its support for the project scope on May 15, 2025; and

**WHEREAS**, the Project includes the application of slurry seal, crack sealing, patch paving, installation of 17 ADA-compliant curb ramps, and restriping of 27 street segments totaling 7.2 miles, along with an alternate bid item for rehabilitation of the City Hall parking lot funded through in-lieu parking fees; and

**WHEREAS**, in accordance with California Public Contract Code 20164 and other applicable laws, the 2025 Pavement Preservation Project, PWP-00122 (the "Project") was advertised for bid on May 29, 2025 and received bids for construction of the Project on June 13, 2025; and

**WHEREAS**, one (1) bid was received for this Project from Argonaut Constructors in the amount of \$1,894,434.10, with the total bid including one alternate for \$1,968,141.90. This bid was considered responsive and responsible, and

**WHEREAS**, Argonaut Constructors, Inc. is the apparent low bidder and the City has confirmed that Argonaut Constructors has the proper license and experience and meets the necessary requirements to complete the Project as bid; and

**WHEREAS**, based on the Project budget and the submittals received, the Alternate will be included in the construction contract; and

**WHEREAS**, the City has determined that the Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301(c), as it involves maintenance of existing streets with no expansion of use;

**WHEREAS**, funds in the amount of \$2,500,000 are appropriated in the FY 2024/25 budget for this activity, and sufficient funds are available for this contract with the proposed alternate; and

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

1. Accept the bid of Argonaut Constructors, Inc. , as the lowest responsive and responsible bidder for the 2025 Pavement Preservation Project;
2. Award the construction contract for the base bid and alternate in an amount not to exceed \$1,968,141.90;
3. Authorize the City Manager to execute said contract; and
4. Find the Project categorically exempt from CEQA under Section 15301(c) of the CEQA Guidelines.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby accept the bid of Argonaut Constructors, Inc. as the lowest responsive bidder, awarding the construction contract for the 2025 pavement preservation project, authorizing the city manager to execute the contract (amount not to exceed \$1,968,141.90;)

The above and foregoing Resolution was introduced by Councilmember\_\_\_\_\_, seconded by Councilmember\_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23rd day of June 2025, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSED:

\_\_\_\_\_  
**JASON GODEKE**  
Mayor

**ATTEST:**

\_\_\_\_\_  
**Diana Paoli**  
City Clerk

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

**SERVICES AGREEMENT WITH LUMOS & ASSOCIATES, INC. TO PROVIDE  
CONSTRUCTION MANAGEMENT SERVICES FOR THE 2025 PAVEMENT  
PRESERVATION PROJECT AND THE STOP GAP PROJECT, AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT  
(AMOUNT NOT TO EXCEED \$300,000)**

**WHEREAS**, the City of Fort Bragg has identified pavement preservation and roadway maintenance as key priorities in its Capital Improvement Plan and Pavement Management Program (PMP); and

**WHEREAS**, the 2025 Pavement Preservation Project includes rehabilitation of 27 street segments (totaling 7.2 miles) and construction of 17 ADA-compliant curb ramps, and is expected to be delivered on an accelerated 65-day construction timeline; and

**WHEREAS**, the City also anticipates construction of a separate Stop Gap Project during the same general timeframe; and

**WHEREAS**, Lumos & Associates, Inc., currently serves as the City's on-call engineering firm and is the engineer of record for the 2025 Pavement Preservation Project; and

**WHEREAS**, engaging Lumos & Associates, Inc. for Construction Management (CM) services offers significant project benefits, including familiarity with project design, expedited response to construction issues, and continuity of responsibility between design and field oversight; and

**WHEREAS**, the total cost of Construction Management services for both the 2025 Pavement Preservation Project and the Stop Gap Project is estimated to be approximately 13% of the construction cost, which is consistent with industry standards and represents a cost-effective investment in quality assurance and schedule adherence; and

**WHEREAS**, funding for this agreement is included in the approved project budgets and is supported by a combination of Special Street Sales Tax, LPP funds, and other authorized capital improvement funds;

**WHEREAS**, the City has determined that the Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301(c), as it involves maintenance of existing streets with no expansion of use;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby:

1. Approve the Professional Services Agreement with Lumos & Associates, Inc. to provide Construction Management services for the 2025 Pavement Preservation Project and the Stop Gap Project; and
2. Authorize the City Manager to execute said agreement and any necessary amendments, provided the total compensation does not exceed \$300,000.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of**

the City Council of the City of Fort Bragg held on the 23rd day of June 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

---

**JASON GODEKE**  
Mayor

**ATTEST:**

---

**Diana Paoli**  
City Clerk

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

### **CONTRACT CHECK LIST**

Complete, accurate, executed copies of the following documents must be submitted to the CITY OF FORT BRAGG in accordance with the bid package issued by the City for the 2025 Pavement Preservation Project, PWP-00132, within ten (10) working days of receiving written notice of award of the project. The bidder's security of any successful bidder that fails to do so will be forfeited to the City.

\_\_\_\_\_ Contract Check List

\_\_\_\_\_ Contract, Part 1

\_\_\_\_\_ Contract, Part 2 – General Provisions

\_\_\_\_\_ Contract, Part 3 – Special Provisions

\_\_\_\_\_ Performance Bond

\_\_\_\_\_ Payment Bond

\_\_\_\_\_ Maintenance Bond

\_\_\_\_\_ Certificates of Insurance and Endorsements

City of Fort Bragg  
Project No. PWP-00132  
Contract Check List

## **CONTRACT, PART 1**

### **1. RECITALS**

- A. Notice Inviting Bids.
- B. Bid Opening
- C. Project Award.
- D. Required Documents.
- E. Investigation and Verification of Site Conditions.

### **2. CONTRACT TERMS**

- 1. The Work.
- 2. Location of Work.
- 3. Time for Completion
- 4. Remedies for Failure to Timely Complete the Work.
- 5. Contract Price and Payment.
- 6. Prevailing Wages.
- 7. The Contract Documents.
- 8. Provisions Incorporated by Reference.
- 9. Interpretation of Contract Documents.
- 10. Assignment Prohibited.
- 11. Contractor's License Certification.
- 12. Severability.
- 13. Project Representatives

## **CONTRACT, PART 2 GENERAL PROVISIONS**

### **1. DEFINITIONS**

### **2. PLANS AND SPECIFICATIONS**

- 2.1 Documents Furnished by City.
- 2.2 Ownership of Documents Furnished by City.
- 2.3 Technical Specifications and Project Plans.

### **3. CONTROL OF WORK AND MATERIAL**

- 3.1 Construction Manager's Status.
- 3.2 Architect or Engineer's Status.
- 3.3 Inspection and Testing of Work and Material.
- 3.4 Samples Furnished by the Contractor.
- 3.5 Materials and Substitutions.
- 3.6 Maintenance and Examination of Records.
- 3.7 Advertising
- 3.8 Project Schedule.

- 3.9 Construction Staking.
- 3.10 Materials Testing.

#### **4. CHANGES IN WORK**

- 4.1 City Directed Change Orders.
- 4.2 Writing Requirement.
- 4.3 Contractor Proposed Change Orders.
- 4.4 All Change Orders.
- 4.5 Change Order Pricing.
- 4.6 Liability Under Unapproved Change Orders.
- 4.7 Changes Subject to Contract Documents.
- 4.8 Change Order Disputes.
- 4.9 Change in Time for Completion.

#### **5. TRENCHING AND UTILITIES**

- 5.1 Contractor to Locate Underground Facilities.
- 5.2 Excavation More Than Four Feet Deep.
- 5.3 Excavation of Five Feet or More.
- 5.4 Utility Relocation Costs.
- 5.5 Concealed or Unknown Conditions.
- 5.6 Underground Facilities not owned or built by the City
- 5.7 Contractor's compensation for claimed latent or materially different Project conditions

#### **6. PROJECT FACILITIES**

- 6.1 Work Site Offices.
- 6.2 City Rights of Access and Ownership

#### **7. PROSECUTION AND PROGRESS OF THE WORK**

- 7.1 Liquidated Damages.
- 7.2 No Damage for Avoidable Delays.
- 7.3 Unavoidable Delays.
- 7.4 No Damage for Contractor Caused Delay.
- 7.5 No Damage for Other Delay.
- 7.6 Delays Caused by the City and/or Its Privities.
- 7.7 Weather Delays.
- 7.8 Delay Claims.
- 7.9 Contractor Coordination of the Work.

#### **8. CONTRACTOR RESPONSIBILITIES**

- 8.1. Eligibility.
- 8.2 Non Discrimination.
- 8.3 Supervision of the Work.
- 8.4 Contractor's Superintendent.
- 8.5 Competent Employees.
- 8.6 Items Necessary for Proper Completion of the Work.

City of Fort Bragg  
Project No. PWP-00132  
Contract Check List

- 8.7 Construction Reports.
- 8.8 Subcontracting.
- 8.9 Insurance.
- 8.10 Indemnities.
- 8.11 Licenses/Permits.
- 8.12 California Labor Code Requirements.
- 8.13 Laws and Ordinances.
- 8.14 Guaranty.
- 8.15 Safety.

## **9. MEASUREMENT AND PAYMENT**

- 9.1 F.O.B.
- 9.2 Payment
- 9.3 Non-Allowable Direct Charges.
- 9.4 Retention.
- 9.5 Securities in Lieu of Retention.

## **10. PROJECT ACCEPTANCE AND CLOSEOUT**

- 10.1 Occupancy.
- 10.2 Work Completion and Final Inspection.
- 10.3 Work Acceptance.

## **11. REMEDIES AND DISPUTES**

- 11.1 Failure to Correct Work
- 11.2 Termination for Cause
- 11.3 Termination for Convenience.
- 11.4 Disputes.
- 11.5 Non-Waiver.

## **CONTRACT, PART 3 SPECIAL PROVISIONS**

### **12. SPECIAL PROVISIONS**

- 12.1 Description of Work.
- 12.2 Construction Limitations.
- 12.3 Storm Water Pollution Prevention.
- 12.4 Maintaining Traffic and Pedestrian Operations.
- 12.5 Public Safety.
- 12.6 Protection of Existing Facilities and Property.
- 12.7 Preconstruction Conference.
- 12.8 Owner Notification.
- 12.9 Emergency Service Providers Notifications
- 12.10 Clean up.
- 12.11 Payment.
- 12.12 Construction Staking.
- 12.13 Materials Testing Allowance.
- 12.14 Obstructions.



- 12.15 Hours of Work.
- 12.16 Dust Control.
- 12.17 Water for Construction and Dust Control.
- 12.18 Protection and Restoration of Vegetation.
- 12.19 Surplus Material.
- 12.20 Cultural Resources.
- 12.21 Historical Finds.
- 12.22 Cultural Resources Defined.
- 12.23 Construction Manager's Discretion.

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

**CONTRACT, PART 1**

The CITY OF FORT BRAGG, 416 N. Franklin Street, Fort Bragg, California 95437 ("City") enters into this Contract, dated [REDACTED], for reference purposes only, with Argonaut Constructors, Inc. 360 Sutton Place Santa Rosa, Ca 95407 ("Contractor").

**RECITALS**

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by June 13, 2025 for the 2025 Pavement Preservation Project ("Project") by published notice and/or posting in accordance with California Public Contract Code Section 20164 and other applicable law.
- B. BID OPENING. On June 13, 2025, City representatives opened the bids for the Project and read the bids aloud.
- C. PROJECT AWARD. On June 23, 2025, the City Council awarded the Project to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council conditioned award of the project on the Contractor's providing executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award.
- E. INVESTIGATION AND VERIFICATION OF SITE CONDITIONS. The Contractor warrants that it has conducted all necessary pre-bid investigations and other obligations, and agrees that it shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work. In executing this Contract, Contractor shall rely on the results of its own independent investigation and shall not rely on City-supplied information regarding above ground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

**CONTRACT TERMS**

The City and the Contractor agree as follows:

- 1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the 2025 Pavement Preservation Project ("Work") as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and

City of Fort Bragg  
Project No. PWP-00132  
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applicable law.

2. LOCATION OF WORK.

The Work will be performed at the following location:

Several Locations in City Limits in Fort Bragg, CA 95437

3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within sixty-five working days from the date specified in the City's Notice to Proceed ("Time for Completion").

4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this Contract in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this Contract that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of \$2,300 per day in accordance with California Government Code Section 53069.85 and the Contract Documents, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of **One Million Nine Hundred Sixty Eight Thousand One Hundred Forty One Dollars and Ninety Cents (\$1,968,141.90)** (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated June 13, 2025, and attached to and incorporated in this Contract. Payment to the Contractor under this Contract will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Contract is first modified in accordance with its terms. The City's obligation to pay the Contractor under this Contract is subject to and may be offset by charges that may apply to the Contractor under this Contract. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA,

City of Fort Bragg  
Project No. PWP-00132  
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and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 et seq., the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.

- 6.1. Contractor acknowledges and agrees that it shall comply with the requirements of California Public Contracts Code sections 2600 et seq., in its entirety and, in particular, those sections related to Skilled and Trained Workforce. By its execution of this agreement Contractor certifies and warrants that it is aware of the requirement of California Public Contracts Code section 2600 et seq. and its requirements as to a Skilled and Trained Workforce.

7. THE CONTRACT DOCUMENTS. This Contract consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this Contract as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

- 7.1 This Part 1 of the Contract and change orders and other amendments to this Contract signed by authorized representatives of the City and the Contractor.
- 7.2 The General Provisions, Part 2 of the Contract, and change orders and other amendments to the General Provisions signed by authorized representatives of the City and the Contractor.
- 7.3 The Special Provisions, Part 3 of the Contract, addenda to the Special Provisions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized representatives prior to bid opening, and change orders and other amendments

City of Fort Bragg  
Project No. PWP-00132  
Contract, Part 1

to the Special Provisions signed by authorized representatives of the City and the Contractor.

- 7.4 The Technical Specifications, addenda to the Technical Specifications signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.
- 7.5 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.
- 7.6 Notice Inviting Bids
- 7.7 Instructions to Bidders
- 7.8 The successful bidder's completed Proposal Cover Page and Bid Schedule
- 7.9 The successful bidder's completed Contractor License Information
- 7.10 The successful bidder's completed List of Proposed Subcontractors
- 7.11 The successful bidder's Workers Compensation Insurance Certification
- 7.12 The successful bidder's completed Non-collusion Affidavit
- 7.13 The successful bidder's Debarment Certification
- 7.14 The successful bidder's completed Certificates of Insurance and Endorsements
- 7.15 The successful bidder's executed Performance Bond
- 7.16 The successful bidder's executed Payment Bond
- 7.17 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract
- 7.18 The successful bidder's Qualification Statement, if any
- 7.19 The successful bidder's signed Signature Form

- 8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Contract to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Contract. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Contract to the extent expressly incorporated in the Contract by section number. When such published provisions are made a part of this Contract, references in the published provisions to other entities,

such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Contract may require.

9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Director, or his/her designee, for issuance of an interpretation and/or decision by the authorized Public Works Director in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of the Public Works Director, or his/her designee, shall be final.
10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this Contract, or any monies due or to become due under this Contract, or any other right or interest of the Contractor under this Contract, or delegate any obligation or duty of the Contractor under this Contract without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this Contract subject to all available remedies under this Contract and at law and equity.
11. CONTRACTOR'S LICENSE CERTIFICATION. By signing this Contract the Contractor certifies that the Contractor holds a valid Type A license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this Contract subject to all available remedies under this Contract and at law and equity.
12. SEVERABILITY. If any term or provision or portion of a term or provision of this Contract is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.
13. PROJECT REPRESENTATIVES
  - 13.1 The City has designated Chantell O'Neal as its Project Manager to act as its Representative in all matters relating to the Contract. If Project Manager is an employee of City, Project Manager is the beneficiary of all Contractor obligations to the City including, without limitation, all releases and indemnities.

Project Manager shall have final authority over all matters pertaining to the Contract and shall have sole authority to modify the Contract on behalf of the City, to accept work, and to make decisions or actions binding on the City, and shall have sole signature authority on behalf of the City.

The City may assign all or part of the Project Manager's rights, responsibilities and duties to a construction manager or other City representative.

- 13.2 The Contractor has designated [REDACTED] as its Project Manager to act as Contractor's Representative in all matters relating to the Contract. The Contractor's Project Manager shall have final authority over all matters pertaining to the Contract and shall have sole authority to modify the Contract on behalf of the Contractor and to make decisions or actions binding on the Contractor, and shall have sole signature authority on behalf of the Contractor.

**SIGNATURES ON FOLLOWING PAGE**



Executed on \_\_\_\_\_, by

CONTRACTOR

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY

By: \_\_\_\_\_ Isaac Whippy  
Title: City Manager

ATTEST:

By: \_\_\_\_\_  
Diana Paoli  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Baron J. Bettenhausen  
City Attorney

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

**CONTRACT, PART 2**  
**GENERAL PROVISIONS**

**1. DEFINITIONS**

The following terms as used in any agreement of which these General Provisions are a part are defined as follows:

- 1.1 **Architect or Engineer:** The person or persons so specified on the title sheet of the Technical Specifications and/or Project Plans.
- 1.2 **ASTM:** American Society for Testing and Materials, latest edition.
- 1.3 **Bid Package:** All of the documents listed as comprising the entire Bid Package as specified in the Instructions to Bidders and representing the full set of documents made available to bidders on the Project.
- 1.4 **Caltrans Standard Specifications:** Caltrans construction manual entitled, "State of California, Department of Transportation, Standard Specifications," latest edition.
- 1.5 **City:** CITY OF FORT BRAGG.
- 1.6 **Construction Manager:** The City's authorized representative for administration and overall management of the Project contract and Work. The Construction Manager is the official point of contact between the City, the Architect and/or Engineer, and the Contractor. The Construction Manager for this project shall be Assistant Director, Engineering Chantell O'Neal.
- 1.7 **Contract:** The agreement between the City and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.
- 1.8 **Contract Documents:** All documents identified in Section 7 of Part 1 of the Contract.
- 1.9 **Contractor:** The successful bidder for the Project and party to the Project agreement with the City as specified in the Project agreement. Argonaut Constructors, Inc.
- 1.10 **Days:** Unless otherwise specified in the Contract Documents, Days mean working days.
- 1.11 **Project:** The 2025 Pavement Preservation Project as described in the Technical Specifications and Project Plans.
- 1.12 **Project Inspector:** The party or parties charged by the City with inspecting the Work for compliance with the requirements of the Contract Documents and

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applicable laws and regulations. The Project Inspector acts under the direction of the City and shall coordinate with the Construction Manager and Architect as directed by the City in accordance with the Contract Documents.

- 1.13 **Project Plans:** The primarily graphic detailed requirements concerning the Project contained in Volume 3 of the Bid Package and any addenda to the Project Plans signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.
- 1.14 **Subcontractor:** A person, firm or corporation that is obligated as a party to a contract with the Contractor to perform part of the Project work. For purposes of these General Provisions Subcontractors include, but are not limited to, those that are obligated as parties to a contract with the Contractor to specially fabricate and install a portion of the Project Work according to the Technical Specifications and/or Project Plans.
- 1.15 **Technical Specifications:** The detailed Project requirements contained in Volume 3 of the Bid Package and any addenda to the Technical Specifications signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.
- 1.16 **Time for Completion:** The Time for Completion is the time by which the Work must be completed, as defined in the Contract, Part 1, or as modified in a writing, executed by the City and Contractor.
- 1.17 **Work:** The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete in a good and workmanlike manner the Project as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
- 1.18 **Written Notice:** Will be deemed to have been duly served for purposes of these General Provisions and any agreement of which they are a part if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom the notice is intended, or if sent by registered or certified mail to the last known business address known to the party giving notice. Unless otherwise specified in the Contract Documents, the last known address of the Contractor shall be that listed in the Contractor's completed Proposal Cover Page and Bid Schedule.

## 2. PLANS AND SPECIFICATIONS

- 2.1 Documents Furnished by City. The City will furnish to the Contractor, free of charge, one (1) set of reproducible Project Plans and five (5) sets of prints of the Project Plans and Technical Specifications for execution of the Work. Throughout the performance of the Work the Contractor must keep one copy of the Project Plans and Technical Specifications in good order and available for review by the Construction Manager, the Engineer, the Architect, and any other City contractors or representatives.
- 2.2 Ownership of Documents Furnished by City. All documents furnished by the City, including, but not limited to, the Technical Specifications, Project Plans, and any copies, are the property of the City. Documents furnished by the City may not to be used on any other work. All documents furnished by the City must be returned to City upon completion of the Work.
- 2.3 Technical Specifications and Project Plans.
  - 2.3.1 The Technical Specifications and Project Plans are complementary and intended to mutually describe the Work necessary to complete the Project in accordance with the Contract Documents.
  - 2.3.2 In general, the Project Plans indicate dimensions, position and kind of construction, and the Technical Specifications indicate qualities and methods. Any Work indicated on the Project Plans and not mentioned in the Technical Specifications or vice versa must be furnished as though fully set forth in both. Work that is not particularly detailed, marked or specified shall be the same as similar Work that is detailed, marked or specified. The Contractor must furnish items necessary for the operation of equipment depicted in the Project Plans or specified in the Technical Specifications that are suitable to allow such equipment to function properly at no extra charge.
  - 2.3.3 Contractor shall perform reasonably implied parts of Work as “incidental work” although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to City. Incidental work shall be treated as if fully described in Specifications and shown on

Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

- 2.3.4 Before undertaking each portion of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. The Contractor must notify the Construction Manager and the Architect in writing as soon as possible of any apparent errors or inconsistencies, including, but not limited to, typographical or notational errors in the Project Plans, Technical Specifications, and/or in work done by others affecting the Work. The Construction Manager will issue written instructions concerning any such apparent errors, inconsistencies, or clarifications with reasonable promptness and these shall be binding on the Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give City prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with City's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Section 11. If the Contractor proceeds with Work impacted by apparent errors or inconsistencies without instructions from the Construction Manager, the Contractor shall do so at its sole risk and shall have all of the obligations and the City shall have all of the rights and remedies specified in Section 11 concerning any resulting damage or defect.
- 2.3.5 The General Provisions apply with equal force to all of the Work, including extra work authorized by the Construction Manager in accordance with the Contract Documents. The Contractor must submit any required shop diagrams and/or drawings by the times and in the quantities indicated in the Technical Specifications. Any such shop diagrams and/or drawings must show completely the Work to be done, expanding on the Project Plans concerning details not previously shown, field conditions and the condition of the Work. Architect or Engineer review of such shop diagrams and/or drawings will concern conformance with the requirements of the Contract Documents only. The Architect or Engineer assumes no responsibility for the correctness or accuracy of the dimensions or any other contents of any shop diagrams and/or drawings submitted by the Contractor. The Contractor must check all dimensions at the Work site. Shop diagrams and/or drawings must be clearly marked with the name of the Project and the name of the Contractor, subcontractor or supplier making the submittal, and must be stamped and signed by the Contractor and submitted under a signed transmittal letter from the Contractor

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certifying that all dimensions have been checked at the Work site. These requirements are mandatory. The Architect or Engineer will not review shop diagrams and/or drawings that do not satisfy these requirements. The Contractor will be responsible for any and all discrepancies between dimensions of the actual Project site and/or Work and those shown on shop diagram and/or drawings submitted by the Contractor, and for any other errors contained in or resulting from such shop diagrams and/or drawings, including, but not limited to, errors in material and/or equipment quantities and any resulting errors, delays or additional cost in the performance of the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any discrepancies or errors in shop diagrams and/or drawings submitted by the Contractor, and concerning any resulting errors, delays or additional costs in the performance of the Work.

### 3. CONTROL OF WORK AND MATERIAL

- 3.1 Construction Manager's Status. The Construction Manager will administer the Project in accordance with the Contract Documents. After execution of the agreement and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or City shall be forwarded through the Construction Manager. Except as otherwise provided in the Contract Documents, the Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Construction Manager, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Construction Manager will also have the authority to require inspection or testing of the Work.
- 3.2 Architect or Engineer's Status. The Architect or Engineer will advise the Construction Manager concerning decisions on all claims of the Contractor and all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Architect or Engineer will also advise the Construction Manager concerning Work that does not conform to the Contract Documents. Whenever, in the Architect's or Engineer's opinion, it is necessary or advisable in accordance with the Contract Documents, the Architect or Engineer may recommend to the Construction Manager inspection or testing of the Work, whether or not such Work is then fabricated, installed or completed.
- 3.3 Inspection and Testing of Work and Material.
  - 3.3.1 The City, the Construction Manager, the Architect or Engineer and their representatives will have access to the Work at all times wherever it is

in preparation or progress. The Contractor must provide proper facilities for such access and for inspection.

- 3.3.2 The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Construction Manager or Architect or Engineer.
- 3.3.3 If the Construction Manager, the Technical Specifications, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Construction Manager timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any work subject to such testing that is covered up without timely notice to the Construction Manager or without the approval or consent of the Construction Manager must, if required by the Construction Manager, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work subject to testing that is covered up without timely notice to the Construction Manager and that is not uncovered for examination at the Contractor's Expense if required by the Construction Manager.
- 3.3.4 Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the Technical Specifications and the requirements of the California Building Standards Code as adopted by the City and other applicable law. Copies of all testing reports shall be distributed as required in the Technical Specifications.
- 3.3.5 The City or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to be according to the Contract Documents, the City shall pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up without timely notice to or approval of the Construction Manager. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any re-examined Work not in accordance with the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.
- 3.3.6 The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the City consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The Contractor must promptly segregate and remove non-conforming

material from the Work site. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the City has not consented to accept.

3.4 Samples Furnished by the Contractor. The Contractor must furnish all samples for approval as directed in sufficient time to permit the Architect or Engineer to examine, approve and select samples before they are required by the progress of the Work. Portions of the Work for which samples are required and for which the Architect or Engineer has selected samples must be in accordance with such approved samples. Samples must be sent prepaid to the office of the Construction Manager or to such place as the Construction Manager may direct.

3.5 Materials and Substitutions.

3.5.1 Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials.

3.5.2 If the Contractor submitted complete information to the Public Works Department for products proposed as equals in accordance with the Bid Package, and the City approved such products proposed as equals in writing, the Contractor may either furnish such products approved as equals, or furnish the products listed by manufacturer name, brand or model number in the Technical Specifications or Project Plans. The City retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the City to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. If the City does not accept a proposed substitution, the Contractor must furnish the product specified in the Technical Specifications or Project Plans for the Contract Price, regardless of whether the product is specified by manufacturer's name, brand or model number, or otherwise.

3.5.3. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the City, or with the use of existing

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City facilities by the public. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the Work site due to weather or other causes. The Contractor must promptly remove from the Work site all materials rejected by the City or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the City or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the City. The Contractor will bear the expense of making good all Work destroyed or damaged by such removal. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all work destroyed or damaged by such removal and/or execution.

- 3.6 Maintenance and Examination of Records. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to the City for reference. Upon completion of the Work, Contractor shall deliver to the City, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittals; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to the City. At the completion of the Project, Contractor shall deliver all such records to the City to have a complete set of record as-built drawings.

The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three years after final payment under the Agreement. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Contract shall be subject to the examination and audit of the State Auditor, at the request of the City, or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

- 3.7 Advertising. No advertising signs of any kind may be displayed on the Work site, or on fences, offices or elsewhere adjacent to the Work site.
- 3.8 Project Schedule. Prior to the pre-construction meeting, the Contractor shall submit a baseline schedule showing each task of Work, including, as required by the City, equipment procurement and delivery (Contractor and City supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with the City and third parties. The baseline schedule shall include the sequence of each task, the number of days required to complete each task, and the critical path controlling the completion of the entire Work. The schedule shall allow for the completion of the entire Work within the Time for Completion.
  - 3.8.1 City Review of Schedule. The City may review the Contractor's submitted schedule and may note any exceptions. The Contractor shall correct any exceptions noted by the City within five (5) working days of being notified of the exceptions.
  - 3.8.2 Update of Schedule. After submission of a schedule to which the City has taken no exceptions, the Contractor shall submit an updated schedule on a biweekly basis until completion of the Work. The updated schedule shall show the progress of Work as of the date specified in the updated schedule. Contractor shall provide the City with an electronic copy of each updated schedule.

- 3.8.3 Float. The baseline schedule and all later submitted schedules shall show early and late completion dates for each task. The number of days between these dates shall be designated as "Float." The Float shall be designated to the Project and shall be available to both the City and the Contractor as needed to complete the Work in accordance with the Contract.
- 3.8.4 Failure to Submit Schedule. If the Contractor fails to submit the schedule within the time period specified in this section or submit a schedule to which the City has taken uncorrected exceptions, the City may withhold payments to the Contractor until such schedules are submitted and/or corrected in accordance with the Contract documents.
- 3.8.5 Responsibility for Schedule. The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The City may note exceptions to any schedule submitted by the Contractor. However, the Contractor will be solely responsible for determining the proper method of addressing such exceptions, and the City's review of the schedule will not create scheduling obligations for the City.
- 3.8.6 Contractor's baseline schedule and progress schedules shall be in the form of a CPM (arrow) diagram. Contractor shall provide the City with native format electronic schedules and hard copies of the baseline schedule, schedule updates, and look ahead schedules. All electronic and hard copies of the schedule that Contractor provides to the City shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through completion within Contract Time.
- 3.8.7 The City has no obligation to accept an early completion date.
- 3.8.8 The City may request a recovery schedule should Contractor fall 21 or more Days behind any schedule milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates. The recovery schedule shall show the intended critical path. If the City requests, Contractor shall also: secure and demonstrate appropriate subcontractor and supplier consent to the recovery schedule; and submit a written plan and narrative explaining on trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or subcontractors.
- 3.8.9 If the Contractor requests an extension of the Time for Completion, it shall submit the request in a writing that provides information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. The writing shall include this narrative and a schedule diagram depicting how the changed Work or other

impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current schedule impact or critical path or otherwise. Any requests of an extension of the Time for Completion stemming from an alleged project delay shall be made within five (5) days of the commencement of the alleged delay, explain the reason for delay, include the anticipated length of the delay, and contain a narrative justifying the extension, in addition to the other information and schedules required by this section.

- 3.9 Construction Staking. All Work done under this Contract must be in conformance with the Project Plans and staked by the Engineer in the field. The Contractor must inform the Engineer, forty-eight (48) hours in advance, of the time and places at which he or she wishes to do work, in order that lines and grades may be furnished and necessary measurements for record and payment made, with the minimum of inconvenience to the Engineer and delay to the Contractor.
- 3.10 Materials Testing. Materials will be tested by the CITY OF FORT BRAGG or its authorized agent, following State of California Test Methods. Statistical testing may not be used. All individual samples must meet the specified test results. Each material used must meet the specified requirements.

The Contractor must request and coordinate all testing. All tests must occur in the presence of the Project Inspector. The City will, at its sole discretion, have the right to reject any and/or all test results that do not meet this requirement, and to order a retest in the presence of the Project Inspector. The costs for all retests so ordered will be the responsibility of the Contractor. The cost of all retests will be charged to the Contractor at the actual cost plus 30 percent, with a minimum charge of \$150.00 per test to cover staff and administrative costs.

The City, at its sole expense, will provide all initial material and compaction tests. Sampling and testing will comply with Chapter 6 of the Caltrans Construction Manual, at a minimum. Where conditions vary, the City may perform additional testing. Cost for testing of materials offered in lieu of the specified materials will be the responsibility of the Contractor. Cost for R-value tests when required by the Standard Specifications will be the responsibility of the Contractor.

Testing will only be performed on normal City working days between the hours of 8:00 a.m. and 4:00 p.m. unless other arrangements are made in advance. Tests performed outside of these hours may be subject to increased charges.

The Contractor must request all tests in writing a minimum of two (2) working days in advance of the time desired. A minimum of one working day must be allowed for compilation and reporting of data and test results after tests have

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been performed. No subsequent layer of material may be placed until a passing test is obtained and acknowledged by the City.

Concrete and asphalt may be supplied only from suppliers approved and certified by the State Department of Transportation. Proposed mix designs for all concrete and asphalt concrete to be placed within the CITY OF FORT BRAGG must be provided to and approved by the City, prior to placement.

The Contractor must coordinate with the City concerning any additional testing as required.

#### 4. CHANGES IN WORK

- 4.1 City Directed Change Orders. The City may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents, including, but not limited to the Technical Specifications, or Project Plans. Such amendments will in no way void the agreement, but may be applied to amend the Contract Price or Time for Completion, if such amendments affect the Contract Price, the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Section 4.
- 4.2 Writing Requirement. Change orders and other amendments to the Technical Specifications, the Project Plans, or other Contract Documents may be made only by a writing executed by authorized representatives of the City and the Contractor.
- 4.3 Contractor Proposed Change Orders. Unless the Construction Manager otherwise authorizes or the City and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Construction Manager no later than the time of the proposed change.
- 4.4 All Change Orders. All change order proposals must be submitted on completed Change Order forms provided by the City. All such change order proposals must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All change order proposals must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the change order, and must provide information justifying the requested change in the Time for Completion. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, will be accomplished by the Time for Completion then in effect.
- 4.5 Change Order Pricing. Change order pricing will be governed by the following:

- 4.5.1 Unit prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify unit prices.
- 4.5.2 Cost impacts involving items for which no unit prices are specified will be calculated by adding the itemized actual direct cost that would be added or reduced under the change order and an allowance for indirect costs in accordance with this Section. Itemization for direct costs for required labor must include the classifications of labor required, the total hours required for each classification, the hourly rate for each classification and other labor related costs such as liability and workers compensation insurance, social security, retirement and unemployment insurance. All other cost impacts for which no unit prices are specified must be itemized as appropriate, including the cost of tools, vehicles, phones and other equipment, and the cost of all required materials or supplies. Indirect costs added under a change order may not exceed an allowance of fifteen (15) percent of the total of combined Contractor and subcontractor direct costs added under the change order. Such allowance covers Contractor overhead and profit under the change order and includes the cost of insurance in addition to that required pursuant to Section 8.8, bond premiums, superintendent labor, clerical labor, home office expenses, worksite office expenses, and utility costs under the change order. Such costs may not be itemized as direct costs under a change order. Indirect costs deducted under a change order will be calculated in exactly the same way as indirect costs added under a change order, except indirect costs deducted under a change order may not exceed an allowance of seven and a half (7.5) percent of the total of combined Contractor and subcontractor direct costs deducted under the change order.
- 4.6 Liability Under Unapproved Change Orders. The Contractor shall be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed in accordance with this Section 4. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed change order before issuance of an approved change order executed in accordance with this Section 4.
- 4.7 Changes Subject to Contract Documents. Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in accordance with the Contract Documents, including

this Section 4, will in all respects be subject to all provisions of the Contract Documents, including, but not limited to, the Technical Specifications and the Project Plans, except as modified by such change orders or amendments.

#### 4.8 Change Order Disputes.

4.8.1 Disputed City Directed Change Orders. If the Contractor disputes a City directed change order following a reasonable effort by the City and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the City, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the City to resolve the dispute, or within the time specified in the disputed City directed change order, whichever is later. In performing Work consistent with a disputed City-directed change order pursuant to this provision the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.

4.8.2 Disputed Contractor Proposed Change Orders. If the City disputes a Contractor proposed change order, the City and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the City. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the City and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

4.9 Change in Time for Completion. The Time for Completion may only be changed through a Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence. Contractor shall not be entitled time extension for impacts that consume Float, but do not impact the critical path. Time extensions will not be granted unless substantiated by the Critical Path Method (CPM) Schedule, and then not until the CPM float becomes zero. If contractor fails to submit documentation requesting and justifying a change in Time for Completion consistent with the Contract Documents, the Contractor shall be deemed to have agreed that there is no

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extension of time and that Contractor has irrevocably waived its rights to any change in the Time for Completion. Contractor initiated change orders shall address any impacts on the Time for Completion when first submitted to the City. Contractor shall submit any request for change in the Time for Completion and all supporting information and documentation required by the Contract Documents within seven (7) working days of receipt of a City-directed Change Order.

## 5. TRENCHING AND UTILITIES

- 5.1 Contractor to Locate Underground Facilities. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

Contractor shall contact Underground Service Alert (USA), and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide the City with copies of all USA records secured by Contractor. Contractor shall advise the City of any conflict between information in the Contract Documents, Drawings, independent investigations, and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.

Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, manholes, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in existing conditions data, Contract Documents, or USA records, or discovered during Contractor's pre- or post-bid investigation. Contractor shall immediately secure all such available information and notify the City and the utility City, in writing, of its discovery.

- 5.2 Excavation More Than Four Feet Deep. In accordance with California Public Contract Code Section 7104, if the Work involves excavation more than four feet deep the Contractor must promptly notify the City in writing before

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disturbing: any material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; any subsurface or latent physical conditions at the Work site differing from those indicated; or any unknown physical conditions at the Work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The City will promptly investigate any such conditions for which notice is given. If the City finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the City will issue a change order pursuant to Section 4 of these General Provisions. If a dispute arises between the City and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents, but shall proceed with all Work to be performed. The Contractor will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

- 5.3 Excavation of Five Feet or More. In accordance with California Labor Code Section 6705, contractors performing contracts exceeding \$25,000 in cost and involving excavation five or more feet deep must submit for the City's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.

5.4 Utility Relocation Costs.

- 5.4.1 In accordance with California Government Code Section 4215, the City assumes the responsibility for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the Work site if such utilities are not identified by the City in the Technical Specifications and/or Project Plans. The City will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities located at the Work site and not identified with reasonable accuracy in the Technical Specifications and/or Project Plans. The City will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the City's failure to provide for removal or relocation of such main or trunkline utility facilities.

- 5.4.2 Nothing in this provision or the Contract Documents will be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Work site; provided, however, that nothing in this provision or the Contract Documents shall relieve the City from identifying main or trunklines in the Technical Specifications and/or Project Plans.
- 5.4.3. Nothing in this provision or the Contract Documents will preclude the City from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.
- 5.4.4 Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.
- 5.4.5 If the Contractor while performing the Work discovers utility facilities not identified by the City in the Technical Specifications and/or Project Plans, the Contractor must immediately notify the City and utility in writing.
- 5.4.6 Either the City or the utility, whichever owns existing main or trunkline utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price.
- 5.5 Concealed or Unknown Conditions.
  - 5.5.1 If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly give a written Notice of Differing Site Conditions to the City before conditions are disturbed, except in an emergency, and in no event later than seven (7) calendar days after first observance of:
    - 5.5.1.1 Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
    - 5.5.1.2 Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
  - 5.5.2 In response to Contractor's Notice of Differing Site Conditions under this Section, the City will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's

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cost of, or time required for, performance of any part of the Work, the City will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If the City determines that physical conditions at the Project are not latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, the City will so notify Contractor in writing, stating reasons (with Contractor retaining all rights under the Contract Documents).

- 5.5.3 Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed latent or materially different Project conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.
- 5.5.4 Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Time for Completion, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by the City only where the Underground Facility:
  - 5.5.4.1 Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and;
  - 5.5.4.2 Contractor did not know of it; and
  - 5.5.4.3 Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Time for Completion will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)
- 5.6 Contractor shall bear the risk that Underground Facilities not owned or built by the City may differ in nature or locations shown in information made available by the City for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on City's Project, and Contractor is to apply its skill and industry to verify the information available.

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- 5.7 Contractor's compensation for claimed latent or materially different Project conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefor.

## 6. PROJECT FACILITIES

- 6.1 Work Site Offices. Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities shall be paid from and included in the Contract Price.
- 6.2 City Rights of Access and Ownership. The City and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the City and its authorized representatives, neither the Contractor nor its privities shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the United States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be deemed at all times to be City property subject to inspection and copying by the City and its authorized representatives at all reasonable times while such facilities are located at the Work site (including, at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the City's rights of access and/or Ownership pursuant to this Section 6 will constitute a material breach of the Agreement subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

## 7. PROSECUTION AND PROGRESS OF THE WORK

- 7.1 Liquidated Damages. Time is of the essence in the Agreement. The City and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the City will sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Agreement by the Time for

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Completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of \$2,300 per day for each and every calendar day completion of the Work and/or performance of all of the Contractor's obligations that have accrued pursuant to the Agreement is delayed beyond the Time for Completion. The City and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the Agreement was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the Agreement.

- 7.2 No Damage for Avoidable Delays. All delays in the Work that might have been avoided by the exercise of care, prudence, foresight and diligence of the Contractor or any privities of the Contractor will be deemed avoidable delays. Delays in the Work that may be unavoidable but that do not necessarily affect other portions of the Work or prevent completion of all Work within the Time for Completion, including, but not limited to, reasonable delays in Engineer approval of shop drawings, placement of construction survey stakes, measurements and inspection, and such interruption as may occur in prosecution of the Work due to reasonable interference of other contractors of the City, will be deemed avoidable delays. The Contractor will not be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for avoidable delays.
- 7.3 Unavoidable Delays. All delays in the Work that result from causes beyond the control of the Contractor and that the Contractor could not have avoided through exercise of care, prudence, foresight, and diligence will be deemed unavoidable delays. Orders issued by the City changing the amount of Work to be done, the quantity of materials to be furnished, or the manner in which the work is to be prosecuted, and unforeseen delays in the prosecution of the Work due to causes beyond the Contractor's control, such as strikes, lockouts, labor disturbances, fires, epidemics, earthquakes, acts of God, neglect by utility owners or other contractors that are not privities of the Contractor will be deemed unavoidable delays to the extent they actually delay the Contractor's completion of the Work. The Contractor will be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the Contract Price for unavoidable delays to the extent such delays actually delay the Contractor's completion of the Work and/or result in the Contractor incurring additional costs in excess of the Contract Price.
- 7.4 No Damage for Contractor Caused Delay. Contractor shall not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the

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failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents.

- 7.5 No Damage for Other Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the City and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the City, and/or within the contemplation of the City and the Contractor, and/or reasonable under the circumstances:

7.5.1 Exercise of the City's right to sequence the Work in a manner that would avoid disruption to the City and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the City or any other governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the City of any provisions of the Agreement.

7.5.2 Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the City or its representatives in a reasonable time in accordance with the Contract Documents.

- 7.6 Delays Caused by the City and/or Its Privities. Delay caused by the City and/or other Contractors of the City will be deemed unavoidable delays. Either the City or the Contractor may propose a change in the Time for Completion for delays that are purported to be caused by the City and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the City and the Contractor. Such proposed changes in the Time for Completion will constitute change order proposals subject to Section 4. In accordance with Section 4, the City and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing is in anticipation of cost impacts that may, but have not yet occurred, the City will be obligated to pay the Contractor for such anticipated impacts in accordance with the Agreement and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated cost impacts. Notwithstanding anything to the contrary in Section 4, the City and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the City and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the City will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

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- 7.7 Weather Delays. Extensions of the Time for Completion will not be allowed for normal, adverse weather conditions that are consistent with historical weather data of the National Oceanographic and Atmospheric Administration of the U.S. Department of Commerce for the record station that is nearest or most applicable to the Work site. The Contractor should understand that normal adverse weather conditions are to be expected and plan the Work accordingly, such as by incorporating into the Project schedule, normal adverse weather delays as reflected in historical data of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce for the weather station most applicable to the Work site. Extensions of the Time for Completion for delays due to adverse weather will be allowed only if the number of adverse weather days far exceeds the historical data. No extensions of the Time for Completion will be granted for normal, adverse weather conditions or for adverse weather conditions that merely result in delays that do not or would not, themselves, result in failure to complete the Work by the Time for Completion.
- 7.8 Delay Claims. Within five (5) days of the beginning of any delay, Contractor shall notify the City in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) days of submitting its notice of delay. The request must be in writing in the form of a change order and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay. The City will determine all claims and adjustments in the Time for Completion. No claim for an adjustment in the Time for Completion will be valid and such claim will be waived if not submitted in accordance with the requirements of this Section and Section 4.9. In cases of substantial compliance with the notice timing requirements of this Section (but not to exceed twenty-one (21) days from the beginning of the delay event), City may in its sole discretion recognize a claim for delay accompanied with the proper documentation and justification, provided the Contractor also shows good faith and a manifest lack of prejudice to the City from the late notice.
- 7.9 Contractor Coordination of the Work.
- 7.9.1 The City reserves the right to do other work in connection with or in the vicinity of the Project by contract or otherwise, and Contractor shall at all times conduct the Work so as to impose no hardship on the City, others engaged in the Work or other contractors working at the Work site. The Contractor will adjust, correct and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the Work site.
- 7.9.2 If any part of the Work depends for proper execution or results upon the work of the City or any other contractor, the Contractor will, before

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proceeding with such Work, promptly report to the City any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the City's or other contractor's Work as fit and proper.

7.9.3 The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade shall be part of the Work except where stated otherwise.

7.9.4 The Contractor will provide proper facilities at all times for access of the City, the Construction Manager, Architect or Engineer, and other authorized City representatives to conveniently examine and inspect the Work.

## 8. CONTRACTOR RESPONSIBILITIES

8.1. Eligibility. By executing the Agreement, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the fullest extent permitted by law, the Contractor shall hold harmless and indemnify the City from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.

8.2 Non Discrimination. During the performance of this Contract, Contractor will not discriminate against any employee or subcontractor of the Contractor or applicant for employment because of race, religion, creed, color, national origin, gender, sexual orientation, or age. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, gender, sexual orientation, or age.

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its



subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

- 8.3 Supervision of the Work. The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the City, Construction Manager or Architect are disseminated to and followed by all subcontractors engaged in performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the City, the Construction Manager, or the Architect may require the Contractor and/or subcontractors engaged in performance of the Work to attend a project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the City and/or advisable in light of the matters to be addressed at the meeting.
- 8.4 Contractor's Superintendent. The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the City. The superintendent may not be changed without the consent of the City. The superintendent will represent the Contractor and all directions given by the City to the superintendent will bind the Contractor in accordance with the Agreement. Superintendent time included in Contractor's completed bid schedule and/or in approved change orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.
- 8.5 Competent Employees. The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Project any unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the City determines that a Contractor employee does not satisfy the requirements of this provision, upon notice from the City, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Project without City approval.
- 8.6 Items Necessary for Proper Completion of the Work. Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.
- 8.7 Construction Reports. The Contractor must submit daily construction reports detailing the daily progress of the Work to the Construction Manager on a weekly basis.
- 8.8 Subcontracting. The Contractor must perform with his or her own organization, a value of work amounting to not less than fifty percent (50%) of

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the Contract amount, except that the bid amount for subcontracted “Specialty Items” so designated in the Special Provisions may be eliminated from the Contract amount and not considered as sub-contracted for the purposes of calculating the value of work to be performed by the Contractor. For the purposes of determining the value of work to be performed by the Contractor pursuant to this provision, materials, equipment, incidentals, etc., shall be considered to have been purchased by the Contractor or Subcontractor that is to install them. Where a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated cost of such portion of the subcontracted item, as determined from information submitted by the Contractor, subject to approval by the Engineer.

- 8.8.1 By executing the Contract, the Contractor certifies that no subcontractor included on the list of proposed subcontractors submitted with the Contractor’s bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Work. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The Contractor will ensure that no debarred subcontractor receives any public money for performing the Work, and any public money that may have been paid to a debarred subcontractor for the Work is returned to the City. The Contractor will be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform the Work.
- 8.8.2 The Agreement and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 et seq. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of one percent of the Contractor’s total bid, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor’s own forces, and that the Contractor will perform that portion of the Work with the Contractor’s own forces. If after award of the Agreement the Contractor subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Work, the Contractor will be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Agreement, assessment of a penalty of up to 10 percent of the amount of the subcontract, and disciplinary action by the Contractors State License Board.

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- 8.8.3. No contractual relationship exists between the City and any subcontractor engaged in performance of the Work.
- 8.8.4 Incorporation of Contract Documents. The Contractor must incorporate the Contract Documents in each contract with a subcontractor engaged in the performance of the Work including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. The Contractor shall be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate project information to a subcontractor that results in improper submittals and/or work, or time or other impacts is the sole responsibility of the Contractor. The Contractor will have all of the obligations and the City will have all of the remedies that are specified in Section 11.
- 8.8.5 Subcontractor agrees to be bound to General Contractor and City in the same manner and to the same extent as General Contractor is bound to City under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the City's Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all subcontractors to provide a valid certificate of insurance with the required endorsements included in the agreement prior to commencement of any work and General Contractor will provide proof of compliance to the City.
- 8.8.6 Coordination of Subcontract Work: The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials.

## 8.9 Insurance.

- 8.9.1 All required insurance shall be provided in the form of "occurrence"-type policies underwritten by admitted insurers in the State of California with a rating of A or better from the current year Best Rating Guide. All policies must be issued at the expense of the Contractor and must be maintained at the Contractor's expense throughout the performance of the Work.
- 8.9.2 The Contractor and any subcontractors engaged in performance of the Work must secure payment of workers compensation in accordance with California Labor Code Section 3700 and other applicable law. The Contractor must verify that all Subcontractors comply with this requirement.

8.9.3 Within ten (10) working days following notice of award the Contractor must submit to the City along with executed copies of all other documents specified in the Contract Check List certificates of insurance and endorsements evidencing that the Contractor has in effect and will maintain throughout the performance of the Work the following kinds and amounts of insurance:

8.9.3.1 Worker's Compensation Insurance. Workers Compensation and Employers Liability insurance as required by any applicable law, regulation or statute, including the provisions of Division IV of the Labor Code of the State of California, and any act or acts amending it. Worker's Compensation insurance must be for Statutory Limits and must cover the full liability of the Contractor. The Contractor's Employer's Liability Insurance must be in an amount no less than \$1,000,000.00 per occurrence. The insurance must be endorsed to waive all rights of subrogation against City and its officials, officers, employees, and volunteers for loss arising from or related to the work performed under this agreement.

8.9.3.2 Commercial General Liability and Automobile Liability Insurance. Coverage for liability because of Bodily Injury and Property Damage including, but not limited to the following coverage:

- Completed Operations and Products Liability
- Bodily Injury
- Personal Injury
- Broad Form Property Damage Liability
- Contractual Liability insuring the obligations assumed by the Contractor under the Contract Documents
- Automobile Liability, including owned, non-owned and hired automobiles
- Coverage for the XCU hazards of Explosion, Collapse and Underground Hazards

8.9.3.3 Commercial General Liability Self-Insured Retentions:

- All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability.
- Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

- The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

8.9.3.4 Commercial Umbrella Policy. The limits of insurance required in these Contract Documents may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own Insurance or self-insurance shall be called upon to protect it as a named insured.

8.9.4 The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

8.9.5 The limits of the insurance required above will be at least:

Comprehensive General Liability

Bodily Injury Liability	\$2,000,000	each occurrence
	\$4,000,000	each aggregate
Property Damage Liability	\$2,000,000	each occurrence
	\$4,000,000	each aggregate

Comprehensive Automobile Liability

Bodily Injury Liability	\$2,000,000	each person
	\$2,000,000	each occurrence
Property Damage Liability	\$2,000,000	each occurrence

8.9.6 For each insurance policy required under the Agreement except for the required workers compensation insurance policy, the Contractor must provide endorsements that add the City, its officials, officers, employees, agents and volunteers as an additional insured ("Additional Insured"). Such endorsements must: provide that the insurance required to be furnished by the Contractor will be primary as regards the City, and that the City's insurance will be excess of and not contribute to the insurance required to be furnished by the Contractor; that the City will receive 30 day written notice of any reduction or cancellation of such insurance required to be furnished by the Contractor; and include a severability of interest clause acceptable to

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the City. Said endorsement shall be at least as broad as Insurance Services Office form number CG2010 (Ed. 11/85).

- 8.9.7 It shall be a requirement under these Contract Documents that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
- 8.9.8 Contractor shall maintain insurance as required by these Contract Documents to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

#### 8.10 Indemnities.

- 8.10.1 The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the City, its officials, officers, employees, agents, volunteers and consultants, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes arising out of the Contractor's execution of the Work or of any subcontractor engaged in performance of the Work. To the fullest extent permitted by law the Contractor will indemnify, defend and hold harmless the City, its officials, officers, employees, agents, volunteers and consultants from and against any or all loss, liability, expense, claims, costs (including costs of defense and consultants' costs), suits, and damages of every kind, nature and description (including, but not limited to, penalties resulting from exposure to hazards in violation of the California Labor Code and bodily injury or death) directly or indirectly arising from the Contractor's performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or in part by any act or omission of Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever, save for liability for any loss, damage, or expense arising out of the City's sole negligence or willful misconduct.

- 8.10.2 The Contractor will indemnify, defend and hold harmless the City, the City's officials, officers, employees, volunteers, agents and the Construction Manager and Architect for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the City that any such charges have been paid.
- 8.10.3 The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, volunteers and consultants from such liability.
- 8.10.4 Approval of the Contractor's certificates of insurance and/or endorsements does not relieve the Contractor of liability under this Section 8.9. The Contractor will defend, with legal counsel reasonably acceptable to the City, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorney's fees incurred. The Contractor will promptly pay any judgment rendered against the City, its officials, officers, employees, agents, volunteers or consultants for any Claims. In the event the City, its officials, officers, employees, agents, volunteers or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the City, its officials, officers, employees, agents, volunteers and consultants any and all costs and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees.
- 8.10.5 Subject to the requirements of Section 5 of the General Provisions, the Contractor will indemnify, hold harmless and defend, with legal counsel reasonably acceptable to the City, the City and its officials, officers, employees, agents and volunteers from and against any and all claims related to damage to surface or underground facilities caused by the Contractor or any of the Contractor's privities or agents.
- 8.10.6 The Contractor will indemnify, hold harmless and defend, with legal counsel reasonably acceptable to the City, the City and its officials, officers, employees, agents and volunteers from and against any and all claims, including any fines or other penalties, related to failure of the Contractor and/or privities or agents of the Contractor

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to comply with the requirements of the General Permit, or to implement the Stormwater Pollution Prevention Plan ("SWPPP") in accordance with provision 12 of the Special Provisions. The City may withhold from amounts due or that may become due to the Contractor under this Contract amounts that equal or are estimated to equal the amount of claims, including fines, resulting from failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement the SWPPP in accordance with provision 12 of the Special Provisions.

- 8.10.7 In accordance with California Civil Code Section 2782(a), nothing in the Contract will be construed to indemnify the City for its sole negligence, willful misconduct, or for defects in design furnished by the City. By execution of the Contract Documents the Contractor acknowledges and agrees that the Contractor has read and understands the insurance and indemnity requirements of the Contract Documents, which are material elements of consideration.
  - 8.10.8 The defense and indemnification obligations of these Contract Documents are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in these Contract Documents.
  - 8.10.9 Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of these Contract Documents for the full period of time allowed by law.
  - 8.10.10 If Contractor fails to perform any of the foregoing defense and indemnity obligations, the City may defend itself and back-charge the Contractor for the City's costs and fees (including attorneys' and consultants' fees), and damages and withhold such sums from progress payments or other Contract monies which may become due.
- 8.11 Licenses/Permits. The Contractor must, without additional expense to the City, obtain all licenses, permits and other approvals required for the performance of the Work.
- 8.12 California Labor Code Requirements.
- 8.12.1 In accordance with California Labor Code Section 1771.1, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The Contractor and subcontractors engaged in performance of the Work must comply with Labor Code Section 1771.1.

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- 8.12.2 In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under the Agreement.
- 8.12.3 In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- 8.12.4 The Contractor and its subcontractors will forfeit as a penalty to the City \$25 for each worker employed in the performance of the Work for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 et seq.
- 8.12.5 In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Contractor and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.
- 8.12.6 In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the Work must comply with Labor Code Section 1775 which establishes a penalty of up to \$200 per day for each worker engaged in the performance of the Work that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefor unless the Contractor had knowledge of that failure

or unless the Contractor fails to comply with all of the following requirements:

- 8.12.6.1 The contract executed between the Contractor and the subcontractor for the performance of part of the Work must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - 8.12.6.2 The Contractor must monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
  - 8.12.6.3 Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.
  - 8.12.6.4 Prior to making final payment to the subcontractor, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to employees engaged in the performance of the Work and any amounts due pursuant to California Labor Code Section 1813.
- 8.12.7 In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the Work, must keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 must be certified and must be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations and must otherwise be available for inspection in accordance with California Labor Code Section 1776.

- 8.12.8 In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- 8.12.9 In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the Work to employ on the Work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.
- 8.13 Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the Technical Specifications or Project Plans is to be construed to permit Work not conforming to these codes:
- National Electrical Safety Code, U. S. Department of Commerce
  - National Board of Fire Underwriters' Regulations
  - California Building Standards Code as adopted by the City
  - California Plumbing Code as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
  - California Mechanical Code as amended by applicable local ordinances for all construction work.
  - California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
  - Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
  - Industrial Accident Commission's Safety Orders, State of California
  - Regulations of the State Fire Marshall (Title 19, California Code of Regulation) and Applicable Local Fire Safety Codes
  - Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies
  - Federal, state, and local air pollution control laws and regulations applicable to the Contractor and/or Work
- 8.14 Guaranty. The Contractor guarantees all of the Work for one year from the date the City accepts the Work. Upon receiving written notice of a need for

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repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the City. If the Contractor fails to make good any defects in the Work in accordance with this provision, in addition to any other available remedy under the contract or at law or equity, the City may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's maintenance bond for the cost of making good such defects and for the City's reasonable legal costs, if any, of recovering against the bond. The Contractor shall remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the City.

Where defective or rejected Work and any damage caused thereby has been corrected, removed, or replaced by the Contractor pursuant to this section, the guarantee period with respect to that Work shall be extended for an additional period of one year after such correction, removal, or replacement has been satisfactorily completed.

#### 8.15 Safety.

8.15.1 In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the City nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work. The Contractor agrees that neither the City, the Construction Manager, the Architect, nor the Engineer will be responsible for having hazards corrected and/or removed at the Work site. The Contractor agrees that the City will not be responsible for taking steps to protect the Contractor's employees from such hazards, or for instructing the Contractor's employees to recognize such hazards or to avoid the associated dangers. The Contractor agrees with respect to the Work and the Work site, the Contractor will be responsible for not creating hazards and for having hazards corrected and/or removed, for taking appropriate, feasible steps to protect the

Contractor's employees from such hazards and that the Contractor has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers.

- 8.15.2 Review and inspection by the City, the Construction Manager, the Architect or Engineer, and/or other representatives of the City of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.
- 8.15.3 The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.
- 8.15.4 Within ten (10) working days following notice of award the Contractor must submit to the City a copy of the Contractor's Safety Plan.
- 8.15.5 The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 et seq. of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.
- 8.16 Assignment of Unfair Business Practice Claims. In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.
- 8.17 Contractor shall be responsible for properly notifying residents and property owners impacted by this project in accordance with City standards. Specific notification procedures vary with the type of work and shall be coordinated with the City before work begins. The City will furnish a list of impacted property owners.

- 8.18 Contractor shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

## 9. MEASUREMENT AND PAYMENT

- 9.1 F.O.B. All shipments must be F.O.B. destination to the Work site and/or other sites indicated in the Contract Documents. The Contract Price is all-inclusive (including sales tax). There shall be no additional compensation paid for containers, packing, unpacking, drayage or insurance.

### 9.2 Payment

- 9.2.1 On or about the first day of each calendar month the Contractor will submit to the Construction Manager a verified application for payment and schedule of values supported by a statement showing all materials actually installed during the preceding month and the cost of labor actually expended in the performance of the Work. **Billing must be received on a monthly basis, at a minimum.** Unless otherwise provided in the Contract Documents, no allowances or payments will be made for material or equipment not placed at the Work site.
- 9.2.2 To be eligible for payment the Contractor's applications for payment must include certified payroll reports prepared in accordance with California Labor Code Section 1776 and the Agreement for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months, applications for payment will not be processed without certified payroll reports.
- 9.2.3 In accordance with California Public Contract Code Section 20104.50, the City will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven (7) days after receipt by the City, along with a written description of the reasons why the application is improper. The Contractor's failure to submit a schedule in the time specified in Section 3.8, or its submission of a schedule to which the City has taken any uncorrected exception, shall serve as a basis for returning an application for payment in its entirety.
- 9.2.4 Unless the Contractor has elected to post securities in lieu of retention in accordance with California Public Contract Code Section 22300 and the Agreement, and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Agreement, the City will make progress payments to the Contractor in accordance with applicable law in the amount of ninety-five (95) percent of the value of the labor actually performed and the material

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incorporated in the Work as specified in Contractor's verified application for payment upon approval by the City's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed. If the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code Section 22300 and the Agreement and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Agreement, the City will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.

- 9.2.5 The City will pay the Contractor's final invoice in accordance with applicable law and this Section 9 following acceptance of the Work provided that:
- 9.2.5.1 The Contractor has furnished evidence satisfactory to the City that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the City.
  - 9.2.5.2 No claim has been presented to the City by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.
  - 9.2.5.3 No other claim or dispute exists under the Agreement or applicable law concerning payment of the Contractor's final invoice and/or release of the Agreement retention.
  - 9.2.5.4 The Contractor has filed with the City the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety insurer acceptable to the City and such Maintenance Bond binds the Contractor as Principal and the Surety in accordance with its terms in the amount of 10% of the final Contract Price.
- 9.2.6 In accordance with California Public Contract Code Section 20104.50, if the City fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the City will pay the Contractor interest equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of days available to the City to make a payment without incurring an interest obligation pursuant to this provision and California Public Contract Code Section 20104.50 will be reduced by the number of days, if any, by which the City has delayed return of an application for payment beyond the seven day return requirement set forth in Section 9.2.5.

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- 9.3 Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Agreement. The following costs may only be paid under the Agreement, if at all, as part of any allowance for contractor overhead and/or profit established under the Agreement.
- 9.3.1 Labor costs in excess of applicable prevailing wages pursuant to the Agreement and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for contractor and subcontractor employees engaged in the performance of the Work or in excess of the labor costs specified in Section 4.5 of this Contract in the case of cost impacts involving items for which the Contract Documents do not specify prices and for which no lump sum amount has been approved by the City. However, in no event will allowable direct labor charges under the agreement include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.
  - 9.3.2 Superintendent labor and clerical labor.
  - 9.3.3 Bond premiums.
  - 9.3.4 Insurance in excess of that required under Section 8.8.
  - 9.3.5 Utility costs.
  - 9.3.6 Work Site office expenses.
  - 9.3.7 Home office expenses.
  - 9.3.8 Permit or license costs.
- 9.4 Retention. The City or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:
- 9.4.1 Defective work not remedied or uncompleted work.
  - 9.4.2 Claims filed or reasonable evidence indicating probable filing of claims.
  - 9.4.3 Failure to properly pay subcontractors or to pay for material or labor.
  - 9.4.4 Reasonable doubt that the Work can be completed for the balance then unpaid.
  - 9.4.5 Damage to another contractor.
  - 9.4.6 Damage to the City.



- 9.4.7 Damage to a third party.
- 9.4.8 Delay in the progress of the Work, which, in the City's judgment, is due to the failure of the Contractor to properly expedite the Work.
- 9.4.9 Liquidated damages or other charges that apply to the Contractor under the Agreement.
- 9.4.10 Any other lawful basis for withholding payment under the contract.
- 9.5 Securities in Lieu of Retention.
  - 9.5.1 In accordance with Public Contract Code Section 22300, except where federal regulations or policies do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the City to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement. The Escrow for Security Deposit agreement is provided in the Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to the Contractor.
  - 9.5.2 Alternatively, at the Contractor's request and expense, the City will pay retentions earned directly to the escrow agent. At the Contractor's expense, the Contractor may direct investment of the payments into securities. Upon satisfactory completion of the Work, the Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City pursuant to this provision and the terms of the Escrow for Security Deposit agreement. The Contractor will, within 20 days of receipt of payment, pay to each subcontractor the respective amount of interest earned, less costs of retention withheld from each Subcontractor, on monies withheld to ensure the Contractor's performance of the Work.
  - 9.5.3 Securities eligible for investment in accordance with this provision include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.
  - 9.5.4 The Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

## 10. PROJECT ACCEPTANCE AND CLOSEOUT

- 10.1 Occupancy. The City reserves the right to occupy or use any part or parts or the entirety of the Work before the Work is fully performed. Subject to

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applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the City's rights under the Agreement, any Agreement bonds, or at law or equity. Occupancy or use shall not waive the City's rights to assess liquidated damages in accordance with Section 7 after the date of such occupancy or use.

10.2 Work Completion and Final Inspection. When the Contractor considers the Work is completed, the Contractor will submit written certification to the Construction Manager specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the City's representative and are operational. The City and/or the City's authorized representatives will make an inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work. The Contractor will take immediate steps to remedy the stated deficiencies and give notice of correction to the Construction Manager. Upon receiving a notice of correction, the City or the City's authorized representatives will re-inspect the Work. The Contractor must correct all punch list items within 15 working days after the issuance of the punch list. Before acceptance of the Work the Contractor must submit: one set of the Project Record Drawings (As-Built), and any equipment operating and maintenance instructions and data, warranties.

10.3 Work Acceptance.

10.3.1 All finished Work will be subject to inspection and acceptance or rejection by the City, the Construction Manager, and the Architect or Engineer and other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the City.

10.3.2 The City will accept the Work in writing only when the Work has been completed to the City's reasonable satisfaction. Progress payments will in no way be construed as acceptance of any part of the Work.

10.3.3 In evaluating the Work, no allowance will be made for deviations from the Technical Specifications, Project Plans or other Contract Documents unless already approved in writing in accordance with the requirements of Section 4, above.

10.3.4 The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making

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good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.

- 10.3.5 None of the provisions of this section, including acceptance of the Project, final payment, or use or occupancy of the Project Site shall constitute acceptance of Work not done in accordance with the Contract Documents nor relieve Contractor of liability relating to the express guarantees or responsibility for faulty materials or workmanship. Nothing in this section or the Contract Documents shall be construed to limit, relieve, or release Contractor's, subcontractors', and materials suppliers' liability to the City for damages sustained as a result of latent defects in materials, equipment, or the Work caused by the Contractor, its agents, suppliers, employees, or Subcontractors.

## 11. REMEDIES AND DISPUTES

- 11.1 Failure to Correct Work. Within ten (10) working days of receiving written notice from the City describing Work that is defective or that is otherwise not in accordance with the requirements of the Agreement and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the City written notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence correction of such Work in accordance with the City's notice and the Agreement. If the Contractor and/or the Contractor's sureties do not give the City written notice of intent to correct such Work and commence correction of such Work within ten (10) working days of receipt of the City's notice, then the City may correct such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other remedies that the City may have under the Agreement and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor. Contractor shall not be entitled to an extension of the Time of Completion because of a delay in the performance of the Work attributable to the City's exercise of its rights under this section.

### 11.2 Termination for Cause

- 11.2.1 In accordance with California Public Contract Code Section 7105, in addition to all other available remedies that the City may have under the Agreement, and at law or equity, the City may terminate the Contractor's control of the Work for any material breach of the Contract, including, but not limited to the following:

- 11.2.1.1 If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work

and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for due to reasons beyond the control of the Contractor pursuant to the Contract Documents.

- 11.2.1.2 If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
  - 11.2.1.3 If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.
  - 11.2.1.4 If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the performance of the Work in accordance with the Contract Documents and applicable law.
  - 11.2.1.5 If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the Work, or the instructions of the City, the Construction Manager, the Architect, or other authorized representatives of the City.
- 11.2.2 If the City intends to terminate the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the City's intent to terminate the Contractor's control of the Work will be given by registered or certified mail and specify the grounds for termination, the required cure and the time by which the cure must be effected. Upon receipt of notice of the City's intent to terminate the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the Contractor will have ten (10) days from receipt of the notice or a longer time specified in the notice to cure its default. If the Contractor does not affect the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by registered or certified mail. The notice of termination will specify: that upon receipt of the notice the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Agreement; and

that if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the Agreement and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Agreement within ten (10) days after receipt of notice of termination that the City may declare the Contractor's sureties in default and take over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other available remedies that the City may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.

- 11.2.3 Upon termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, the Contractor will, if so directed by the City, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the Work.
- 11.2.4 Upon termination of the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the City reserves the right to refuse tender of the Contractor by any surety to complete the Work.
- 11.2.5 If the City completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the City and/or others arising out of the Agreement and any other charges that apply to the Contractor under the Agreement, the difference will be paid to the Contractor. If such expenses of completing the Work

exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the City.

- 11.2.6 If the Agreement or Contractor's control of the Work is terminated for any reason, Contractor waives all consequential damages resulting therefrom, including, but not limited to, the loss of any anticipated profit by the Contractor for the Work, the loss of profit on any potential or future jobs, and the loss of bonding capacity.
- 11.2.7 In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the City and the Contractor may, by written agreement, terminate the Agreement. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the contract price shall control. The parties may in any other case adopt the contract price as the reasonable value of the work or any portion of the work done.
- 11.2.8 In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have following a termination for convenience. Any contractor claim arising out of a termination for cause shall be made in accordance with this section.

### 11.3 Termination for Convenience.

- 11.3.1 The City may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that termination is in the City's best interest. Termination shall be effected by the City delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.

- 11.3.2 Contractor shall comply strictly with the City's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.
- 11.3.3 Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by: (i) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule; and (ii) offset by payments made and other contract credits. In connection with any such calculation, however, the City shall retain all rights under the Contract Documents including, without limitation, claims, indemnities, or setoffs.
- 11.3.4 Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

#### 11.4 Disputes.

The procedure set forth in California Public Contracts Code section 9204 (as summarized in Exhibit A attached hereto) shall apply to all "claims" by the Contractor on the City, as that term is defined in Section 9204. With respect to "claims" or any portion of a claim not resolved by way of the procedure set forth in Section 9204, the following procedure shall thereafter apply as follows:

- 11.4.1 In accordance with California Public Contract Code Section 20104.2, the following procedures apply to claims of \$375,000 or less between the Contractor and the City:
  - 11.4.1.1 The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
  - 11.4.1.2 For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.
    - 11.4.1.2.1 If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.

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- 11.4.1.2.2 The City's written response to the claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- 11.4.1.3 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.
  - 11.4.1.3.1 If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.
  - 11.4.1.3.2 The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- 11.4.1.4 If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- 11.4.1.5 Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from



the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

11.4.1.6 This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

11.4.2 In accordance with California Public Contract Code Section 20104.4, the following procedures apply to civil actions to resolve claims of \$375,000 or less between the City and the Contractor:

11.4.2.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

11.4.2.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

11.4.2.2.1 Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties,

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except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

11.4.2.2.2 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

11.4.2.3 The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

11.4.3 In accordance with California Public Contract Code Section 20104.6:

11.4.3.1 The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

11.4.3.2 In any suit filed under Public Contract Code Section 20104.4 concerning this contract, the City shall pay interest at the legal rate on any arbitration award or judgment. Such interest shall accrue from date the suit was filed.

## 11.5 Non-Waiver.

11.5.1 Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

11.5.2 Neither acceptance of the whole or any part of Work by City nor any verbal statements on behalf of City or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to City herein nor any right to damages provided in the Contract Documents.

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

### **CONTRACT, PART 3**

### **SPECIAL PROVISIONS**

#### **12. SPECIAL PROVISIONS**

##### **12.1 Description of Work.**

The Work in general consists of 27 street segments throughout town, equivalent to 7.2 miles of City Street. All roadways included in the project will receive a rapid-setting slurry seal, asphalt pavement patching, and crack sealing as identified in the plans. Additionally, 17 curb ramps will be improved to ADA standards, and striping will be applied to the completed roadways and other such items of work as are required to complete the project in accordance with this Contract, the Project Plans and Technical Specifications.

The estimate of the quantities of work to be done is approximate only, being as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or any portion of the work as directed by the Construction Manager.

Incidental items of construction necessary to complete the whole Work in a satisfactory and acceptable manner as shown on the Project Plans and as provided for in the Technical Specifications and not specifically referred to in this section, will be understood to be furnished by the Contractor.

##### **12.2 Construction Limitations.**

The Contractor will be expected to conduct his or her operations in a manner that creates a minimum of damage to the natural vegetation and landscape. Ingress and egress must be via the existing driveways. Care must be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include dust control, backfilling trenches immediately following pipe laying and temporary fencing as required. Excavation made under this Contract must be backfilled before leaving the Work for the night.

The Contractor will be responsible for obtaining permission from the property owners for any construction outside of the Work site or easements as shown

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on the plans. Equipment will be restricted to the immediate area of construction, pipe trenches will be backfilled as soon as possible.

Receptacles for construction residue, including oil, cleaning fluids, and litter must be covered. Such residues must be disposed of in a proper manner.

Construction activity within the existing right-of-way must be scheduled to minimize traffic inconvenience and safety hazards to motorists, pedestrians and cyclists.

### 12.3 Storm Water Pollution Prevention.

The Contractor must perform the Work in compliance with all applicable requirements of the California State Water Resources Control Board pursuant to Order No. 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 ("General Permit") adopted pursuant to regulations adopted by the U.S. Environmental Protection Agency (USEPA) on November 16, 1990 and codified in 40 Code of Federal Regulations Parts 122, 123, 124. The General Permit applies to stormwater discharges from construction sites that disturb land equal to or greater than one acre, and to construction activity that results in soil disturbances of less than one acre if the construction activity is part of a larger common plan of development that encompasses one acre or more of soil disturbance or if there is significant water quality impairment resulting from the activity. The General Permit requirements that may apply to the Contractor's performance of the Work include, but are not limited to:

- a. Development and implementation of a Storm Water Pollution Prevention Plan ("SWPPP") that specifies Best Management Practices ("BMPs") that will prevent all construction pollutants from contacting storm water and with the intent of keeping all products of erosion from moving off-site into receiving waters.
- b. Elimination or reduction of non-storm water discharges to storm sewer systems and other waters of the nation.
- c. Inspection of all BMPs.

Portions of the Work that may be subject to the General Permit include, but are not limited to clearing, grading, stockpiling and excavation.

Prior to commencing performance of the Work, the Contractor must prepare and file a Notice of Intent to obtain coverage under the General Permit, a vicinity map, and the applicable fee, with the California State Water

resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, California 95812-1977.

Prior to commencing performance of the Work, the Contractor must also prepare an SWPPP in accordance with all applicable requirements of the General Permit and submit the SWPPP to the Construction Manager for approval.

The Contractor must also develop and implement a monitoring program to verify compliance with the General Permit.

The SWPPP must include a Project site map. Geometric equations, notes, details, and all data not related to water pollution control work shall be removed to provide clarity. A copy of the Project Plans must be used as a base plan, with the pertinent stage of construction shown as an overlay to accurately reflect Project Site conditions at various phases of construction.

The Contractor must revise and update the SWPPP whenever there is a change in construction operations that may affect the site drainage patterns or discharge of pollutants to surface waters, groundwaters, or a separate municipal storm sewer system.

Any fines, damages, Work delays or other impacts that result from failure of the Contractor or privities or agents of the Contractor to fully comply with the requirements of the General Permit or to fully implement the SWPPP will be solely the responsibility of the Contractor.

The Contractor must keep a copy of the General Permit, together with updates and revisions, at the Project Site and provide copies of the SWPPP at the request of the City.

#### 12.4 Maintaining Traffic and Pedestrian Operations.

The Contractor must conduct his or her operations so as to cause the least possible obstruction and inconvenience to public traffic. Unless otherwise approved by the Construction Manager, all traffic must be permitted to pass through the Work.

Due to the need to accommodate and minimize inconvenience to the public, unless expressly specified or approved in writing by the Construction Manager, no road closures will be permitted. Public vehicular and pedestrian traffic must be allowed to travel through the Work area with an absolute minimum of interruption or impedance unless otherwise provided for in the Special Provisions or approved in writing by the Construction

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Manager. The Contractor must make provisions for the safe passage of pedestrians around the area of Work at all times.

Residents affected by construction must be provided passage and access through the Work area to the maximum extent possible. Where existing driveways occur on the street, the Contractor must make provisions for the trench crossings at these points, either by means of backfill or by temporary bridges acceptable to the Construction Manager, so that the length of shut-down of any driveway is kept to a minimum. In addition, all driveways must be accessible at the end of each workday, and no driveway or property access may be closed for more than four (4) hours during the workday. Access to driveways, houses, and buildings along the road or street must be as convenient as possible and well maintained, and all temporary crossings must be maintained in good condition. To minimize the need for and complexity of detours, not more than one crossing or street intersection or road may be closed at any one time without the written approval of the Construction Manager.

The Contractor must provide multiple, advance written notices of closures to all affected property owners in a form approved by the Construction Manager.

Except as otherwise approved by the Construction Manager, the stockpiling or storing of material in City streets or rights of way shall be prohibited. Where this is unavoidable, all such materials must be piled or stored in a manner that will not obstruct sidewalks, driveways, or pedestrian crossings. Gutters and drainage channels must be kept clear and unobstructed at all times. All such materials shall be stored and handled in a manner that protects City streets, sidewalks, or other facilities from damage.

Where approved in advance by the Construction Manager, the Contractor must construct and maintain detours for the use of public traffic at his or her own expense. Failure or refusal of the Contractor to construct and maintain detours so approved at the proper time will be a material breach of the Contract subject to any and all remedies available pursuant to the Contract Documents and at law and equity. Such remedies include, but are not limited to, termination pursuant to Section 11.

Throughout performance of the Work, the Contractor must construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for the public and private traffic at all times including Saturdays, Sundays and holidays.

The Contractor will be responsible for keeping all emergency services, including the Fort Bragg police and fire departments informed of obstructions to, or detours around any public or private roads caused by reasons of his or her operations.

The Contractor must comply with the State of California, Department of Transportation Manual of warning signs, lights, and devices for use and performance of work within the job site.

The fact that rain or other causes, either within or beyond the control of the Contractor, may force suspension or delay of the Work, shall in no way relieve the Contractor of his or her responsibility of maintaining traffic through the Project and providing local access as specified in this section. The Contractor must, at all times, keep on the job such materials, force and equipment as may be necessary to keep roads, streets and driveways within the Project open to traffic and in good repair and shall expedite the passage of such traffic, using such force and equipment as may be necessary.

Full compensation for conforming to the requirements of this section will be deemed included in the prices paid or the various Contract items of Work, and no additional allowances will be made therefor.

#### 12.5 Public Safety.

The Contractor must at all times conduct the Work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the Work.

No pedestrian or vehicle access way may be closed to the public without first obtaining permission of the Construction Manager.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Construction Manager, the warning devices furnished by the Contractor are not adequate, the City may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations, and the Contractor will be liable to the City for, and the City may deduct from amounts due or that may become due to the Contractor under the Contract, all costs incurred including, but not limited to, administrative costs.

Nothing in this section will be construed to impose tort liability on the City or Construction Manager.

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Contractor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

#### 12.6 Protection of Existing Facilities and Property.

The Contractor must notify Underground Service Alert (USA) for marking the locations of existing underground facilities.

Subject to Section 5 of the General Provisions, the Contractor must take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the Work site. Subject to Section 5 of the General Provisions, no error or omission of utility markouts will be construed to relieve the Contractor from his responsibility to protect all underground pipes, conduits, cables or other structures affected by the Work.

The existing underground facilities in the area of Work may include telephone, television and electrical cables, gas mains, water mains, sewer pipe and drainage pipe. The various utility companies must be notified before trenching begins and at such other times as required to protect their facilities. Subject to Section 5 of the General Provisions, all underground facilities must be located and exposed ahead of trenching to prevent damage to the facilities, and to determine the depth and character of all facilities that cross or infringe on the trench prism. The Contractor must immediately notify the Construction Manager of any facilities found. If damage should occur to the existing facilities, the utility company and the City must be notified immediately and, subject to Section 5 of the General Provisions, repairs acceptable to the utility company must be made at the Contractor's expense.

The Project Plans show the underground utilities on the site of the construction insofar as they are known to the City. The drawings may not show facilities apparent from visual inspection of the site or service laterals or appurtenances, the existence of which can be inferred from the presence

of other visible facilities such as buildings, meters, junction boxes, etc. on or adjacent to the construction site.

If in the performance of the Work an existing utility is encountered that is not shown on the Project Plans and is not apparent or inferable from visual inspection of the Project site, the Project Inspector must be notified immediately. The Construction Manager will determine, subject to Section 5 of the General Provisions, whether the Project Plans or Technical Specifications should be modified, or whether the existing utility should be relocated or whether the Contractor must work around the existing utility. Subject to Section 5 of the General Provisions, the Contractor must replace, at his or her own expense, in as good condition as they were prior to the start of construction, all existing improvements and surroundings damaged by his or her operation. Reconstruction of all existing improvements must conform to CITY OF FORT BRAGG Public Works Standard Specifications and Details under the direction of and subject to the acceptance by the Construction Manager.

Subject to Section 5 of the General Provisions, should the Contractor fail to take adequate measures to avoid injury or damage to the facilities described above, the City may take any actions necessary to protect such facilities from the Contractor's operations. Subject to Section 5 of the General Provisions, the City may withhold the cost of injury to existing surface and underground utility facilities in and near the Work site from amounts due or that may become due the Contractor.

#### 12.7 Preconstruction Conference.

A pre-construction conference will be scheduled, at which time the Contractor must present his or her proposed work schedule in accordance with Section 3.8 of the General Provisions, information concerning offsite yards, Subcontractors, location of disposal and stock pile areas, and traffic control plans. All such schedules will be subject to the approval of the Construction Manager and the applicable agencies.

City will schedule and administer intermittent progress meetings throughout duration of work. City will determine the location and time for the meetings.

#### 12.8 Owner Notification.

The Contractor must notify all property owners and businesses affected by the Work at least 48 hours before Work is to begin. The notice must be in writing in the form of a door hanger, and must indicate the Contractor's name and phone number, type of work, day(s) and time when Work will occur.

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Notices must be reviewed in advance and approved by the Construction Manager.

#### 12.9 Emergency Service Providers Notifications.

The Contractor must furnish the name and phone number of a representative that can be contacted in the event of an emergency. Said information must be reported to the City Police Department dispatcher, and updated as required to provide 24-hour phone access.

#### 12.10 Clean up.

Attention is directed to Section 4-1.02 of the Caltrans Standard Specifications, which section is made a part of this Contract.

Before final inspection of the Work, the Contractor must clean the construction site and all ground occupied by him in connection with the Work, of all rubbish, excess material, falsework, temporary structures and equipment. All parts of the Work shall be left in a neat and presentable condition.

Nothing herein shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the Construction Manager.

#### 12.11 Payment.

Payment for all work and work requirements specified in these Special Provisions shall be considered as included in the Contract Price and no additional allowances shall be made therefore.

#### 12.12 Construction Staking.

Attention is directed to Section 3.9 of the General Provisions for information on Construction Staking.

#### 12.13 Materials Testing Allowance.

Attention is directed to Section 3.10 of the General Provisions for information on Materials Testing Allowance.

#### 12.14 Obstructions.

Attention is directed to Section 15, "Existing Highway Facilities," of the Caltrans Standard Specifications, which section is made a part of this Contract.

Attention is directed to the existence of overhead and underground power, telephone, and television cable poles, underground sewer mains and laterals, underground gas mains, and underground water mains and laterals within the area in which construction is to be performed.

Prior to starting the Work, the Contractor must (a minimum of 2 working days in advance) call Underground Service Alert (USA), toll free, at 811, and provide USA with all necessary data relative to the proposed work. USA will accept calls and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m. calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours and on Saturdays, Sundays and holidays, the Contractor shall contact the organization owning the affected facility. Upon notification, agencies having facilities in the area of the proposed excavation will mark their locations in the field using USA standard colors and codes to identify the facility.

The Contractor will be required to work around public and private utility facilities and other improvements that are to remain in place within the construction area, and he will be held liable to the owners of such facilities for interference with service resulting from his operations.

#### 12.15 Hours of Work.

Unless otherwise specified herein, all construction activity, except for emergency situations, will be confined to Monday through Friday between the hours of 7:30 a.m. and 6:00 p.m., to minimize nuisances to local residents. Mufflers and/or baffles will be required on all construction equipment to control and minimize noise. The Contractor must comply with all applicable noise regulations in the City's Zoning Ordinance.

Saturdays, Sundays, holidays and overtime shall not be regarded as working days. Work shall not be allowed on non-working days without the expressed approval of the Construction Manager. The Contractor shall make a request for approval in writing with the stipulation (implied or expressed) that the Contractor shall pay for all overtime labor charges at the applicable hourly rate of the City or contract employee performing duties of inspector and/or

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resident engineer. All overtime labor charges shall be deducted from the final payment along with any liquidated damages.

Work necessary for the proper care and protection of work already performed or in case of emergency may be allowed without permission of the Construction Manager.

#### 12.16 Dust Control.

The Contractor must furnish all labor, equipment, and means required and carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance. The Contractor will be responsible for any damage resulting from any dust originating from the performance of the Work. The use of water resulting in mud on streets, sidewalks, or driveways, will not be permitted as a substitute for sweeping or other methods of dust control. The Contractor may not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

Dust control must conform to the provisions in Sections 10-5, "Dust Control" and Section 18, "Dust Palliatives" of the Caltrans Standard Specifications, which section is made a part of this Contract.

#### 12.17 Water for Construction and Dust Control.

Unless otherwise provided, the Contractor will be responsible for applying to the City's Utility Department to establish utility accounts (at no charge) for all water necessary to perform the Work. The Contractor must comply with all City requirements for construction water, including provision of deposits and provision of backflow prevention devices. In accordance with State law, backflow prevention devices for construction water connections must be re-tested when relocated. The Contractor will be responsible for the cost of any re-testing.

The Contractor is prohibited from operating gate valves, fire hydrants, pumps or any other components of the City water system. The Contractor must contact the City's utilities staff, a minimum of twenty-four (24) hours in advance, to operate these or any other components on the City water system.

#### 12.18 Protection and Restoration of Vegetation.

Trees, lawns, shrubbery and vegetation that are not to be removed must be protected from damage or injury. Existing trees, shrubs, and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, must be replaced by the Contractor in accordance with the requirements in Section 20-3.01C, "Replacement," of the Caltrans Standard Specifications. Section 20-3.01C of the Caltrans Standard Specifications is made a part of this Contract.

When it is necessary to excavate adjacent to existing trees, shrubs, or hedges, the Contractor must use all possible care to avoid injury to the trees, shrubs, or hedges and their roots. No roots or limbs two inches (2") or larger in diameter may be cut without the express approval of the Construction Manager.

All roots two inches (2") in diameter and larger left in place must be wrapped with burlap to prevent scarring or excessive drying. When it is necessary to cut limbs and branches of trees to provide clearance for equipment used in construction, the Contractor must repair the damaged areas by properly painting with an emulsified asphalt type seal. All cuts through 1/2" or larger roots and limbs must be hand trimmed and cleanly cut before being repaired.

#### 12.19 Surplus Material.

All material removed or excavated during the course of construction will be surplus. All surplus material will be the property of the Contractor and be disposed of outside the right-of-way, unless the City elects to salvage certain objects that are determined to be of historical interest. The City reserves the right of ownership of all objects that it elects to salvage, and the Contractor must protect such objects from subsequent damage until delivered unto the care of the owner.

#### 12.20 Cultural Resources.

In accordance with the National Historic Preservation Act of 1966 (16 U.S.C. 470), the following procedures are implemented to ensure historic preservation and fair compensation to the Contractor for delays attendant to the cultural resources investigation. The Contractor hereby agrees to comply with these procedures.

## 12.21 Historical Finds.

In the event potential historical, architectural, archeological, or cultural resources (hereinafter called cultural resources) are discovered during subsurface excavations at the site of construction, the following procedures will apply:

1. The Contractor must immediately notify the Construction Manager and stop any Work that may jeopardize the find pending an investigation of its significance;
2. The Construction Manager will select a qualified archeologist (such as through the Northwest Information Center at Sonoma State University or other official contact) and wait for an archaeologist to complete an evaluation of significance before continuing Work in that area.
3. The Construction Manager will supply the Contractor with a "Stop Work Order" directing the Contractor to cease all portions of the Work that the Construction Manager determines may impact the find. The "Stop Work Order" will be effective until a qualified archaeologist assesses the value of the potential cultural resources. The "Stop Work Order" will contain the following:
  - a. A clear description of the Work to be suspended;
  - b. Any instructions regarding issuance of further orders by the Contractor for materials services;
  - c. Guidance as to action to be taken regarding Subcontractors;
  - d. Any direction to the Contractor to minimize costs; and
  - e. Estimated duration of the temporary suspension.
4. If the archaeologist determines the potential find is a bona fide cultural resource, the Construction Manager may extend the duration of the "Stop Work Order" in writing, and if so the "Stop Work Order" will remain in effect and Work subject to the "Stop Work Order" may not resume until authorized by the Construction Manager.

## 12.22 Cultural Resources Defined.

Possible indicators that a cultural resource has been found include, but are not limited to the following:

1. Prehistoric-era archaeological site indicators: obsidian tools, tool manufacture waste flakes, grinding and other implements, dwelling sites, animal or human bones, fossils, and/or locally darkened soil

containing dietary debris such as bone fragments and shellfish remains;

2. Historic-era site indicators: ceramic, glass, and/or metal.

#### 12.23 Construction Manager's Discretion.

Once possible cultural resources are found at the Work site, the Construction Manager may use discretion to continue the Work, regardless of the cultural resource find, if the Construction Manager determines that there are overriding considerations such as the instability of the excavation site, the existence of adverse weather or other conditions that would preclude leaving the site exposed, or if the site would be unsafe to workers who would retrieve cultural resource items from therein.



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

### CONSTRUCTION PERFORMANCE BOND

**(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)**

THIS CONSTRUCTION PERFORMANCE BOND (Bond), dated \_\_\_\_\_, is in the amount of \_\_\_\_\_ (Penal Sum), which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to \_\_\_\_\_ (Contractor), \_\_\_\_\_ (Surety), City of Fort Bragg (City), or other party shall be considered plural where applicable.

**CONTRACTOR:**

\_\_\_\_\_  
Name of Contractor  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City/State/Zip

**SURETY:**

\_\_\_\_\_  
Name of Surety  
\_\_\_\_\_  
Principal Place of Business  
\_\_\_\_\_  
City/State/Zip

**CONSTRUCTION CONTRACT:**

Agreement for the \_\_\_\_\_ (Project) located at \_\_\_\_\_ (Address), California, dated \_\_\_\_\_, in the amount of \_\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SURETY**

Company: (Corp. Seal)  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Fort Bragg  
Project No. PWP-00132  
Construction Performance Bond

## BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and the State of California for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
  - 3.1 City provides Surety with written notice that City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2 City has agreed to pay the Balance of the Contract Sum:
    - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
    - 3.2.2 To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When City has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without City's consent; or
  - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to City for a contract for performance and completion of the Construction Contract and, upon determination by City of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by City and the contractor or Contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety

City of Fort Bragg  
Project No. PWP-00132  
Construction Performance Bond

equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to City the amount of such excess; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with City, determine in good faith its monetary obligation to City under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to City with full explanation of the payment's calculation. If City accepts Surety's tender under this Paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by City and Surety at the time of tender. If City disputes the amount of Surety's tender under this Paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.
5. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Construction Contract obligations. Surety's obligations include, but are not limited to:
  - 6.1 Contractor's obligations to complete the Construction Contract and correct Defective Work;
  - 6.2 Contractor's obligations to pay liquidated damages; and
  - 6.3 To the extent otherwise required of Contractor under the Construction Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).

7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes City to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which City is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.
8. If Surety elects to act under Paragraphs 4.1, 4.2, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.
9. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any City action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any City action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an City Default.
11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the Superior Court of the County of Mendocino, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from City to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.
12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in the Construction Contract. Actual receipt of notice by

City of Fort Bragg  
Project No. PWP-00132  
Construction Performance Bond

Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
14. Definitions
  - 14.1 Balance of the Contract Sum: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
  - 14.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
  - 14.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in the Construction Contract.
  - 14.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

**END OF DOCUMENT**

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

**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

**(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)**

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 WHEREAS, the City of Fort Bragg, 416 N. Franklin Street, Fort Bragg, California 95437 (City) has awarded a Contract to \_\_\_\_\_ as Principal, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the Contract), titled THE \_\_\_\_\_ PROJECT in the amount of \$\_\_\_\_\_, which Contract is by this reference made a part hereof, for the work of the following Contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.02 WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.03 NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto City in the sum of 100% OF THE CONTRACT PRICE (\$\_\_\_\_\_), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by City, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond,

City of Fort Bragg  
Project No. PWP-00132  
Construction Labor & Material Payment Bond

plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

- 1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
- 1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- 1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing City's rights against the other.
- 1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**SURETY**

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**END OF DOCUMENT**

City of Fort Bragg  
Project No. PWP-00132  
Construction Labor & Material Payment Bond



FORT BRAGG  
416 Franklin Street  
Fort Bragg, California 95437

### MAINTENANCE BOND

**(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the CITY OF FORT BRAGG has awarded to \_\_\_\_\_, (designated as the "PRINCIPAL") a contract for the \_\_\_\_\_ Project, Project No. \_\_\_\_\_, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned \_\_\_\_\_, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the CITY OF FORT BRAGG, (designated as the "OBLIGEE"), in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, being a sum not less than ten percent (10%) of the final Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ the name and corporate seals

City of Fort Bragg  
Project No. PWP-00132  
Construction Labor & Material Payment Bond

of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL

By:\_\_\_\_\_

(Acknowledgement)

Title:\_\_\_\_\_

(Corporate Seal)

SURETY

By:\_\_\_\_\_  
(Attorney-in-fact)

(Acknowledgement)

Title:\_\_\_\_\_

*(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.*

**END OF DOCUMENT**

## **EXHIBIT A**

### **CLAIMS PROCEDURE**

#### **SUMMARY OF PUBLIC CONTRACT CODE § 9204**

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

#### **Initial Review**

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

#### **Meet & Confer**

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

#### **Mediation**

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

#### **Miscellaneous Provisions**

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

**CITY OF FORT BRAGG  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
LUMOS & ASSOCIATES, INC.**

THIS AGREEMENT is made and entered into this [REDACTED] day of June, 2025 ("Effective Date"), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 ("City"), and Lumos and Associates, Inc., a Nevada corporation 950 Sandhill Road, Suite 100, Reno, Nevada 89521 ("Consultant").

**W I T N E S S E T H :**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Construction Management Services for the 2025 Pavement Preservation and Stop Gap Paving Project, as more fully described herein; and

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

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

D. WHEREAS, the legislative body of the City on June 23, 2025 by Resolution No. [REDACTED] authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, sexual

orientation, or disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

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

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

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

## **2.0. COMPENSATION, BILLING AND PREVAILING WAGES**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed Three Hundred Thousand Dollars (\$300,000.00).

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

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the

total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

2.5 Prevailing Wage Requirements In accordance with California Labor Code Section 1720, this project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Regulation. The Consultant and subcontractors engaged in performance of the Work must comply with Labor Code Section 1771.1.

(a) Payment of Prevailing Wages: In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Consultant and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.

(b) Legal Working Days: In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

(c) Payroll Records: Pursuant to Labor Code Section 1776, Consultant and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work

performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. Consultant shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(d) Registration with DIR: Consultant and any subcontractor(s) of Consultant shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by December 30, 2025. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

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

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and expire on March 30, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event



that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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

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

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

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

## **5.0. INSURANCE**

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

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

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

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

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the City. The City, its

officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

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

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

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

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."

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

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

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

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

## **6.0. GENERAL PROVISIONS**

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

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

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

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be Chantell O'Neal. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the

progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates Aaron Brusatori/Brian Harer as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

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

IF TO CONSULTANT:  
Lumos & Associates, Inc.  
950 Sandhill Road, Suite 100  
Reno, NV 89521  
Tel: 916-980-8228

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

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

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

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

shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless.

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

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

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or



employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not

contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if



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

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

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

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

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

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

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

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

6.25. Counterparts. This Agreement may be executed in one or more

counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

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

CITY

CONSULTANT

By: \_\_\_\_\_  
Isaac Whippy  
Its: City Manager

By: \_\_\_\_\_  
Tim Russell  
Its: Engineering Director

ATTEST:

By: \_\_\_\_\_  
Diana Paoli  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Baron J. Bettenhausen  
City Attorney



Boise • Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno

**El Dorado Hills**

3840 El Dorado Hills Blvd, Suite 301  
El Dorado Hills, California 95762  
916.980.8228

June 10, 2025

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

**Scope of Work**

- **2025 Pavement Preservation and Rehabilitation Project and Stop Gap Paving Project**
- **2025 Stop Gap Paving Project**

Dear Chantell,

Lumos & Associates, Inc. is pleased to provide you with this scope of work for construction services for the 2025 Pavement Preservation and Rehabilitation Project and the 2025 Stop Gap Paving Project.

**Project Understanding**

The proposed project will include the implementation of the 2025 Pavement Preservation and Rehabilitation Project addressing pavement repairs to various streets maintained by the City of Fort Bragg, replacement of pavement markings and striping, minor drainage improvements and curb ramp upgrades. The work also includes the work described and performed for the Stop Gap Paving project. The improvements are shown in the plans for the said projects, designed by Lumos and Associates and as directed in the field.

The 2025 Pavement Preservation Project includes a 65 working day construction schedule and may be completed over one or two construction seasons.

The Stop Gap Paving project includes a 10 working day construction schedule and will be completed in the 2025 construction season.

The anticipated schedule is to advertise for bids in late May / early June 2025 to allow construction to commence Summer 2025.

We propose the following tasks to assist the City with these projects:

**Project Scope**

**Construction Services**

Provide construction services as follows:

***Task 1A - Construction Administration***

- Attend, prepare agenda(s) and conduct the preconstruction conference and progress meetings throughout the project duration
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittals for conformance to the contract documents
- Review and provide recommendations on test results. Recommendations will be signed/sealed by a California Professional Engineer in responsible charge, as applicable
- Review and provide recommendations on contractor's construction schedule and work progress
- Provide weekly schedule updates in PDF format to the City
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Provide weekly electronic quantities
- Supervise the inspection and material testing activities
- Respond to contractor requests for information (RFI). Responses will be signed/sealed by a California Professional Engineer in responsible charge, as applicable.
- Provide recommendations to the City of Fort Bragg for any necessary construction changes due to field conditions. Recommendations will be signed/sealed by a California Professional Engineer in responsible charge, as applicable.
- Assist in change order review and approval. Change Orders will be signed/sealed by a California Professional Engineer in responsible charge, as applicable.
- Provide final test results, project photos and videos, and field reports in electronic format (.pdf)
- Labor compliance, certified payroll to validate prevailing wages
- Administration of budgeting, document control, record keeping and contract administration

***Task 1B - Construction Inspection***

The effort included in the tasks below assumes the contractor will perform each task in series without concurrent tasks. Should the contractor perform tasks in parallel, time may be split between tasks performed on the same day.

***Task 1.B.1 - Inspection – Pavement Patching, Curb Ramp Reconstruction, Crack Seal Placement, Slurry Application and Striping***

The following staffing shall be provided during construction operation:

- Provide Inspector(s) that have the appropriate certification and training.
- Provide at least one full-time inspector, ten (10) hour workdays for 65 shifts for the 2025 Pavement Preservation and Rehabilitation Project.
- Provide at least one full-time inspector, ten (10) hour workdays for 10 shifts for the Stop Gap Paving Project.

The inspectors assigned to this project will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications

- Assist in problem resolution with the city of Fort Bragg, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to the city of Fort Bragg
- Provide quantity reports and assist in review of contractor's monthly progress payments
- Maintain a daily log to provide verification of the distribution of public relation notices required to be delivered by the contractor
- Capture photos and videos during construction activities to be provided to the City
- Assist in preparation of the Punch List

### ***Task 2 - Materials Testing***

Provide Material Testing for compliance with the specifications per the Standard Specifications testing requirements.

The following test and frequencies are anticipated:

- Provide Aggregate testing. Aggregate testing will be conducted at the beginning of the project for each aggregate source. Testing may include: Sieve Analysis, Durability, Cleanness Value, and Sand Equivalent. We anticipate four (4) samples for testing.
- Provide Emulsion testing. Emulsion testing will be completed in-house for Residue by Evaporation, Ring and Ball Softening Point, and/or Rotational Paddle Viscosity as per the specified test method. Testing frequency shall be four (4) samples for the entire project.
- Provide On-site thin-lift Nuclear Gauge Testing and Sampling for asphalt concrete placement. Testing frequency shall be at random locations throughout the project.
- Provide AC Testing. Provide asphalt concrete tests at random locations throughout the project. Laboratory tests shall include ignition oven extraction, aggregate gradation, specific gravity, flow & stability, and Marshall unit weight. Four (4) hot mix samples are anticipated for the 2025 Pavement Preservation and Rehabilitation Project, and one (1) hot mix sample is anticipated for the 2025 Stop Gap Project. Test reports will report
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Twelve (12) – asphalt cores are anticipated for the 2025 Pavement Preservation and Rehabilitation project and three (3) for the 2025 Stop Gap Project. Reports will include voids in total mix.
- Provide Portland Cement Concrete Testing. Provide field testing during concrete placement which will include: Temperature, Slump, Air Content, and fabrications of Compressive Strength Specimens. Two (2) field sample and twelve (12) compressive strength tests are anticipated.

### **Task 3: Project Contingency (OPTIONAL)**

As requested by the City of Fort Bragg, Consultant will provide additional services not detailed in the above listed tasks. This task may or may not be used at the sole discretion of the City. If Consultant determines it is necessary to perform work to be paid from this task, Consultant will prepare and submit a written request detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the City Project Manager's prior written approval.

**Fee Summary**

The tasks described in the Scope of Work will be completed for the following fees:  
(Rates will be charged consistently with our on-call services agreement.):

		2025 Pavement Preservation and Rehabilitation	2025 Stop Gap Paving Project	CCO Total
Task	Description	Fee	Fee	Fee
Task 1	Construction Administration	\$ 60,000.00	\$ 2,400.00	\$ 62,400.00
Task 2	Construction Inspection	\$ 175,000.00	\$ 22,000.00	\$ 197,000.00
	Materials Testing	\$ 33,000.00	\$ 600.00	\$ 33,600.00
Task 3	Contingency	\$6,000.00	\$1,000.00	\$7,000.00
	Total	\$ 274,000.00	\$ 26,000.00	\$ 300,000.00

Tasks 1 through 3 are time and materials (T&M) not to exceed without prior authorization. Lumos & Associates will be happy to amend this scope of work as necessary. If this scope of work is acceptable, please provide the City's contract for execution. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this scope of work.

Thank you again for allowing Lumos & Associates to provide you with this scope of work. Please do not hesitate to contact myself or Steve Moon at (775) 827-6111 if you have questions.

Sincerely,



Brian Harer  
Senior Project Manager  
Construction Division



Steven G. Moon, P.E.  
Director  
Construction Division

**EXHIBIT B**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



## CITY OF FORT BRAGG

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

### BID OPENING

2025 Pavement Preservation Project  
City Project No. PWP-00132

Bids were opened on June 13, 2025, at 2:00 p.m. by Diana Paoli, City Clerk. City staff present in addition to the City Clerk included: Emily Reno.

One (1) bids were received. Said bids were from:

- |    |                             |                        |                |
|----|-----------------------------|------------------------|----------------|
| 1. | Argonaut Constructors, Inc. | Base Bid:              | \$1,894,434.10 |
|    | 360 Sutton Place            | Base Bid + Alternates: | \$1,968,141.90 |
|    | Santa Rosa, CA 95407        |                        |                |

The bids contained bid security in accordance with the Notice Inviting Bids for this project.

The bids will be reviewed by City Staff and a recommendation will be made to the Fort Bragg City Council at their regular meeting of June 23, 2025, at 6:00 p.m., or as soon thereafter as the matter may be heard.

Dated: 6/13/2025

A handwritten signature in blue ink, appearing to read "Diana Paoli", is written over a horizontal line.

Diana Paoli  
City Clerk

cc: Planholders



**From:** Jacob Patterson <jacob.patterson.esq@gmail.com>  
**Sent:** Thursday, June 19, 2025 2:09 PM  
**To:** City Clerk  
**Cc:** Whippy, Isaac  
**Subject:** Public Comment -- 6/23/25 CC Mtg., Item No. 8D, Paving Contracts

City Council & Manager,

I am flabbergasted by this agenda item. The most recent paving project was a fiasco, as you all know, for a variety of reasons. Two main issues were the design work from the project engineer (both for the Oak/Harold intersection but also for Franklin Street) and the actual contractor allegedly negligently applying faulty slurry seal. Well, the next (very expensive) paving project is now being brought forward for you to potentially award the construction contract to Argonaut and the construction project management contract to Lumos. Who was responsible for the paving issues? The same engineer who now works at Lumos and the contractor Argonaut. Do you see any issues with this? I do. We are being asked to use the same people who have already demonstrated they cannot competently perform this exact same type of work. Despite stated assurances that we have controls in place to avoid repeating these issues, I have no confidence that is actually the reality. IMO, in almost no situation should we use Argonaut for our paving projects after what they did this last time.

Likewise, why would we continue to award business to an engineer whose design was a significant contributing factor to the reason why you have a closed session right before the meeting when these contracts are being proposed? IMO, there is zero reason to use Lumos for any additional services and we should be looking for replacement options, including for the on-call work they currently provide. We would be better off putting these out for bid again and do specific outreach to other contractors to try to get them to submit bids and proposals. For example, we could approach the two-engineers in Willits who worked on the EV charging project at the PD. I believe they are called Tall tree Engineering. I'd rather try new engineers who don't have a demonstrated history of shoddy, if not negligent, work. I don't even understand why this is being brought forward based on the past issues with both of these service providers.

We are not in a rush and I am sure that both firms will be able to resubmit a new proposal along with any other firms we can get. If we still can't get anyone to bid, then maybe we should proceed but not before giving that a try.

Regards,

--Jacob

**From:** Jacob Patterson <jacob.patterson.esq@gmail.com>  
**Sent:** Monday, June 23, 2025 11:52 AM  
**To:** City Clerk  
**Cc:** Whippy, Isaac  
**Subject:** Public Comment 2 -- 6/23/25 CC Mtg., Item No. 8D, Paving Contracts

City Council & Manager,

Despite having serious concerns about the recommended action as I detailed in my prior comment, I have a serious procedural concern. The public has a right to actually know what action is being proposed, in this case the potential approval of two contracts. However, the entire contracts are not included in the agenda materials. In fact, the most important substance of the proposed contracts are totally omitted. This is improper because it not only deprives the public of our right to make informed public comments about the contract we haven't seen but also because you, the decision-makers, haven't seen what you are being asked to approve. How is this a good idea?

In the past, we usually would at least have the recommended bid where all the substance of the contract is found--I usually advocate for all the submissions so we can compare them rather than just having what staff recommends before us but we don't even have the recommended/sole bid. The omitted information is critical because it details the cost breakdowns for different project components but it also identifies the various subcontractors. In the case of Argonaut, we can't even tell if they are proposing to sue the same slurry seal subcontractor whose work failed last time! The last paving project had components that worked and components that didn't and I don;t necessarily mind awarding another contract to Argonaut, provided they aren't using the same deficient subcontractors.

Finally, there is a major problem in these contracts in that the City Manager needs to be identified as the only city person with suignature authority for change orders. Right now, it is just Chantell so there is no internal review process and she will have authority to make all sorts of decisions without any review by John or Isaac. In light of the issues we are still dealing with for the most recent paving project contracts, it is critical to be careful and ensure that important contract-related decisions have a robust internal review process. Having only a single staff person with no formal oversight is a recipe for repeats of the same problems we faced.

To illustrate, one of the things I learned through looking into the Oak and Harold situation is that the contractor actually informed City staff that the designs were faulty before proceeding with the work, which they recommended be fixed up front. Instead of following that advice, PW management staff overruled the contractor's and subordinate staff's expertise and told them to proceed anyway leading to the situation we are now faced with. (If what I was told is accurate, it would make it almost impossible to try to hold someone else legally accountable for the deficient work, at least someone other than the design team.) To protect against those types of things happening again, I think it is prudent to have John and or Isaac listed in the contract as the City's people with formal authority to direct how the contracts will be implemented as well as any change orders.

These contracts are concerning and we haven't even seen the substance. I recommend postponing a decision, and possibly calling a special meeting to deal with these two contracts rather than proceeding practically blind and getting us into a repeat nightmare scenario.

On a separate note, even if you choose to proceed with the construction contract tonight, there is no similar time sensitivity for the construction project management contract and it can easily be delayed until we have time to explore alternatives first. We shouldn't put the same engineer who did the deficient engineering work for the Oak and Harold intersection in charge of overseeing this project even if he did the design work too. (How can we even trust the design work this time?)

Regards,

--Jacob



# City of Fort Bragg

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

## Text File

**File Number: 25-233**

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**Agenda Date:** 6/23/2025

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 8E.

Receive Report and Consider Adoption City Council Resolution Accepting the Bid of Argonaut Constructors, Inc. as the Lowest Responsive Bid, Awarding the Stop Gap Patch Paving Project, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$350,000), Categorical Exemption 15301(c)



## CITY COUNCIL STAFF REPORT

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**TO:** City Council

**DATE:** June 23, 2025

**DEPARTMENT:** Public Works Department

**PREPARED BY:** Chantell O'Neal, Assistant Director, Engineering

**PRESENTER:** John Smith, Public Works Director

**AGENDA TITLE:** Receive Report and Consider Adoption City Council Resolution Accepting the Bid of Argonaut Constructors, Inc. as the Lowest Responsive Bid, Awarding the Stop Gap Patch Paving Project, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$350,000), Categorical Exemption 15301(c)

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### RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution:

- Accepting the lowest responsive bid for the Stop Gap Patch Paving Project; and
- Authorizing the City Manager to execute a contract with Argonaut Constructors, Inc. in an amount not to exceed \$350,000.

---

### BACKGROUND

During the Mid-Year Budget meeting on March 20, 2025, City Council discussed the urgent need to address deteriorating street conditions citywide and directed staff to pursue immediate maintenance interventions. In response, staff proposed a limited-scope "stop-gap" patch paving project to target severely degraded street segments not scheduled for improvement within the next three years.

On May 12, 2025, the City Council authorized staff to use Local Streets and Roads (LSR) funding in combination with unassigned reserves (via budget amendment 2024/25-10) to fund up to \$800,000 in street maintenance. Subsequently, on May 27, 2025, Council adopted Resolution 4928-2025 allocating the full Fiscal Year 2025–26 RMRA share—estimated at \$187,714—toward the Stop Gap Patch Paving Project.

The City retained Lumos & Associates under its On-Call Engineering Services Contract to develop design documents. On April 28, 2025, the City approved Amendment 1 to that contract, allocating \$8,500 for this project's design.

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AGENDA ITEM NO. XX

## DISCUSSION AND ANALYSIS

The Stop Gap Patch Paving Project includes targeted surface repairs such as large pothole patching and restoration of deteriorated wheel paths across up to six streets. These include South Street, Cypress Street, Pine Street, Cedar Street, North Harold Street, and Taubold Court. The project prioritizes locations not otherwise scheduled for rehabilitation in the City's 5-year Capital Improvement Plan and is intended to prolong pavement life by 3–6 years at each location.

Unlike full roadway rehabilitation, this “stop-gap” approach focuses on drivability improvements with minimal design and no utility coordination, making it an efficient use of limited resources. The City has committed a maximum construction budget of \$350,000. Construction Management services are being provided by Lumos & Associates under the CM agreement being considered in a related item on this agenda.

A competitive bid solicitation was issued on June 2, 2025. Bids were opened on June 16, 2025, and the City received one (1) bid. Based on a review of those bids, staff recommends awarding the contract to Argonaut Constructors Inc. as the lowest responsive and responsible bidder.

A map and table summarizing proposed project locations are shown in the figures below.

---

## FISCAL IMPACT/FUNDING SOURCE

The estimated total construction budget is \$350,000. Funding sources include:

- Unassigned reserves approved in the Mid-Year Budget
- Local Streets and Roads (LSR) funds FY 2025–26 RMRA (SB 1) allocation estimated at \$187,714

Design services in the amount of \$8,500 were allocated to Lumos & Associates under their On-Call Services contract. Construction Management costs are covered under the separate item awarding CM services for both this and the 2025 Pavement Preservation Project.

The bid package included the six priority locations and an estimated 73,000 square feet of patch paving work. The project was structured so that the final amount of work performed could be adjusted depending on the bid results and available budget.

The lowest responsive bid came in at \$7.50 per square foot. With a total budget of \$350,000 available for this work, that unit price would allow for approximately 46,666 square feet of patching, significantly less than the 73,000 square feet originally scoped. A breakdown of the estimated square footage by street segment is included in Table 1, along with a running total of square footage that can be completed within various budget levels. With the current funding and priorities, we will only be able to patch South Street and Cypress Street.

This information allows staff and the City Council to consider how much of the proposed work can be performed now, and whether priorities should be adjusted or funding increased.

This situation presents an important policy decision. The current budget will not allow us to complete the full scope as envisioned. Council may wish to prioritize the highest-need areas for this round of work or consider augmenting the budget to capture more of the needed pavement repairs under this contract.

These options are discussed further in the Alternatives section below. Staff welcomes Council input on how to best proceed given the funding limitations and community needs.

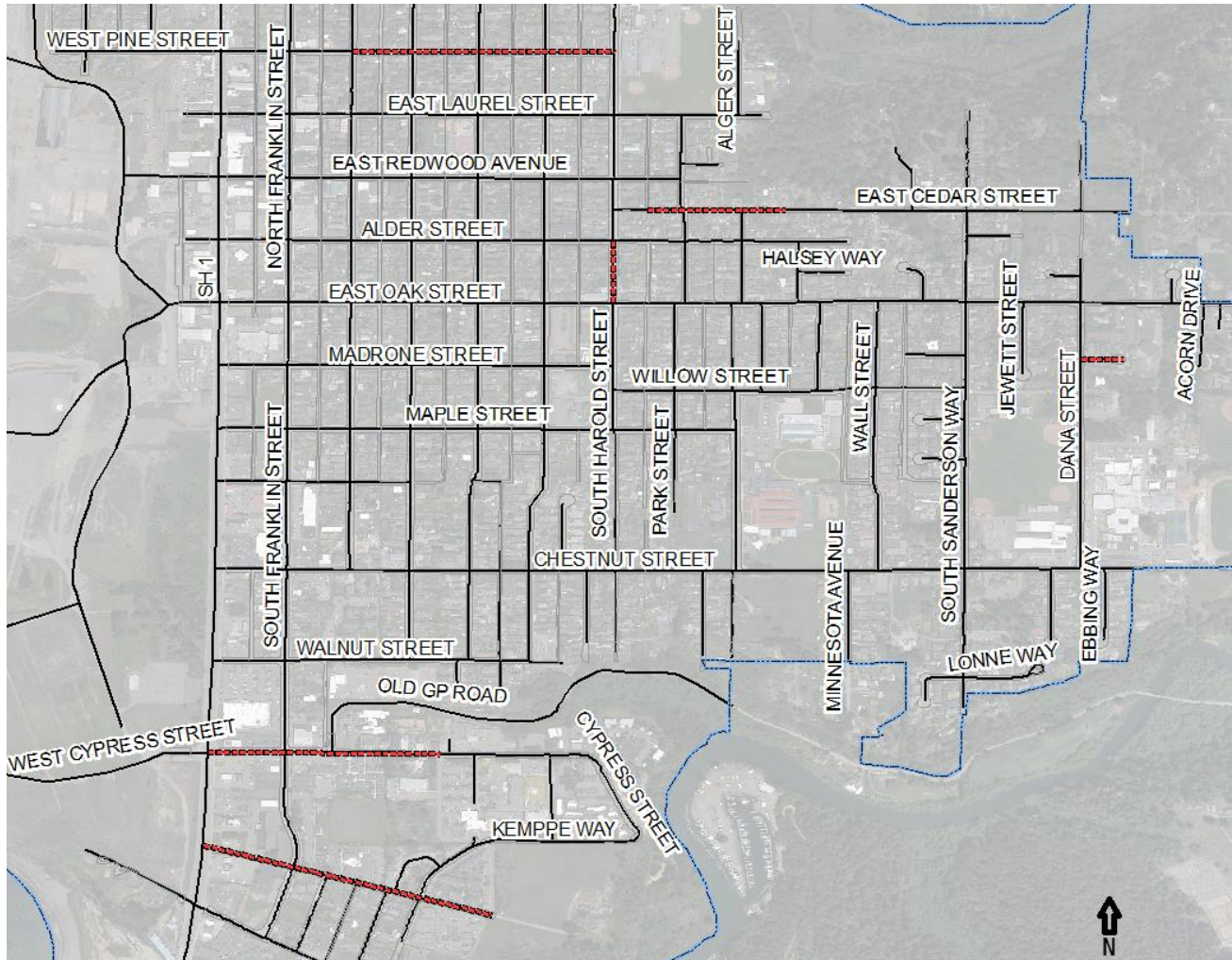
Priority	Roadway	Beginning	End	Estimated Quantity (SF)	Cost at \$7.50/SF	Running Total
1	South St	Main Street	End of City-Owned Pavement	28000	\$ 210,000.00	\$ 210,000.00
2	Cypress St	Main Street	2025 Project Limit	20000	\$ 150,000.00	<b>\$ 360,000.00</b>
3	Pine St	N McPherson	N Harold	4000	\$ 30,000.00	\$ 390,000.00
4	Cedar St	Alley East of Harold	Speed hump east of Otis Johnson Park	7000	\$ 52,500.00	\$ 442,500.00
5	N. Harold St	Oak Street	Alder Street	5000	\$ 37,500.00	\$ 480,000.00
6	Taubold Court	Beginning	End	9000	\$ 67,500.00	\$ 547,500.00
<b>Total</b>				<b>73000</b>	<b>\$ 547,500.00</b>	

---

### ENVIRONMENTAL ANALYSIS:

The project is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301(c), which applies to maintenance of existing streets with no increase in capacity. There is minimal environmental impact expected due to the small scale and surface-level nature of the patch paving work.

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## STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

This project supports Strategic Plan goals of securing, operating, and maintaining sustainable public infrastructure for community well-being and future growth. It is consistent with:

- **Strategic Plan Goal 2F:** Enhance walkable, safe, and resilient streetscapes.
- **General Plan Policy C-9.2:** Improve East-West Arterials.

The project also supports Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, by utilizing RMRA funds to carry out essential street repairs that would otherwise be delayed. The patch paving approach is being used as an interim strategy to prevent further roadway degradation on streets not scheduled for full rehabilitation for three or more years.

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## **COMMUNITY OUTREACH**

Even though this project was only conceived of in March 2025, City staff have presented information about this project to gather input on transportation and street maintenance priorities at several public meetings. This includes:

- Public Works and Facilities Committee meetings
  - City Council discussions on budget strategy and project scope
- 

## **COMMITTEE REVIEW AND RECOMMENDATIONS**

The Public Works and Facilities Committee reviewed this project at a concept level on March 31, 2025. The project scope was approved by City Council on May 12, 2025.

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## **ALTERNATIVES:**

1. Do not award the contract – This would delay needed repairs and diminish roadway drivability on some of the City’s most deteriorated streets.
2. Reduce project scope or re-bid – This may delay construction and reduce the effectiveness of the stop-gap approach.
3. Reorganize the Priority list, since the proposed per square foot price only when a maximum of \$350,000 only allows us to patch 46,666 SF, and we’ve estimated 73,000 based on the locations suggested.
4. Increase the budget to allow for more work to be completed under this project (see table 1 above).

Staff recommends proceeding with contract award to ensure timely construction and efficient use of designated funds.

---

## **ATTACHMENTS:**

1. Resolution Awarding Construction Contract
  2. Construction Contract with Argonaut Constructors, Inc.
  3. Bid Summary
- 

## **NOTIFICATION:**

- Notify: Street Construction Listserve (via City website “Notify Me”)
- Lumos and Associates, Inc
- All Contractors on Bid Summary

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT BRAGG  
ACCEPTING THE BID OF ARGONAUT CONSTRUCTORS, INC. AS THE  
LOWEST RESPONSIVE BIDDER, AWARDING THE CONTRACT FOR THE  
STOP GAP PATCH PAVING PROJECT, AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE THE CONTRACT (AMOUNT NOT TO EXCEED  
\$350,000), CATEGORICAL EXEMPTION 15301C**

**WHEREAS**, the City of Fort Bragg seeks to maintain and improve the condition of local streets through pavement repair projects that address and improve drivability for the public; and

**WHEREAS**, the City identified locations throughout the community where localized asphalt failure and potholes require prompt attention and developed a scope of work known as the Stop Gap Patch Paving Project to temporarily stabilize these road segments until full resurfacing or reconstruction can be funded and scheduled; and

**WHEREAS**, the City solicited bids for the Stop Gap Patch Paving Project through a formal bidding process in accordance with State law and the Fort Bragg Municipal Code; and

**WHEREAS**, this project was advertised for bid on June 2, 2025, and bids were opened on June 16, 2025; and

**WHEREAS**, one (1) bid was received for this Project from Argonaut Constructors in the amount of \$7.50/square foot. This bid was considered responsive and responsible, and

**WHEREAS**, Argonaut Constructors, Inc. is the apparent low bidder and the City has confirmed that Argonaut Constructors has the proper license and experience and meets the necessary requirements to complete the Project as bid; and

**WHEREAS**, the City Council finds that the Stop Gap Patch Paving Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities), as the project involves the repair and maintenance of existing public roadways with no expansion of use.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby:

1. Find the project to be categorically exempt under CEQA Guidelines Section 15301(c);
2. Accept the bid of Argonaut Constructors, Inc. in the amount of \$7.50/sf as the lowest responsive and responsible bid;
3. Award the contract for the Stop Gap Patch Paving Project for \$350,000; and
4. Authorize the City Manager to execute the contract.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23rd day of June 2025, by the following vote:**

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

---

**JASON GODEKE**  
Mayor

**ATTEST:**

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**Diana Paoli**  
City Clerk

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

### **CONTRACT CHECK LIST**

Complete, accurate, executed copies of the following documents must be submitted to the CITY OF FORT BRAGG in accordance with the bid package issued by the City for the Stop Gap Patch Paving Project, within ten (10) working days of receiving written notice of award of the project. The bidder's security of any successful bidder that fails to do so will be forfeited to the City.

\_\_\_\_\_ Contract Check List

\_\_\_\_\_ Contract, Part 1

\_\_\_\_\_ Contract, Part 2 – General Provisions

\_\_\_\_\_ Contract, Part 3 – Special Provisions

\_\_\_\_\_ Performance Bond

\_\_\_\_\_ Payment Bond

\_\_\_\_\_ Maintenance Bond

\_\_\_\_\_ Certificates of Insurance and Endorsements

City of Fort Bragg  
Patch Paving Project  
Contract Check List

## **CONTRACT, PART 1**

### **1. RECITALS**

- A. Notice Inviting Bids.
- B. Bid Opening
- C. Project Award.
- D. Required Documents.
- E. Investigation and Verification of Site Conditions.

### **2. CONTRACT TERMS**

- 1. The Work.
- 2. Location of Work.
- 3. Time for Completion
- 4. Remedies for Failure to Timely Complete the Work.
- 5. Contract Price and Payment.
- 6. Prevailing Wages.
- 7. The Contract Documents.
- 8. Provisions Incorporated by Reference.
- 9. Interpretation of Contract Documents.
- 10. Assignment Prohibited.
- 11. Contractor's License Certification.
- 12. Severability.
- 13. Project Representatives

## **CONTRACT, PART 2 GENERAL PROVISIONS**

### **1. DEFINITIONS**

### **2. PLANS AND SPECIFICATIONS**

- 2.1 Documents Furnished by City.
- 2.2 Ownership of Documents Furnished by City.
- 2.3 Technical Specifications and Project Plans.

### **3. CONTROL OF WORK AND MATERIAL**

- 3.1 Construction Manager's Status.
- 3.2 Architect or Engineer's Status.
- 3.3 Inspection and Testing of Work and Material.
- 3.4 Samples Furnished by the Contractor.
- 3.5 Materials and Substitutions.
- 3.6 Maintenance and Examination of Records.
- 3.7 Advertising
- 3.8 Project Schedule.

- 3.9 Construction Staking.
- 3.10 Materials Testing.

#### **4. CHANGES IN WORK**

- 4.1 City Directed Change Orders.
- 4.2 Writing Requirement.
- 4.3 Contractor Proposed Change Orders.
- 4.4 All Change Orders.
- 4.5 Change Order Pricing.
- 4.6 Liability Under Unapproved Change Orders.
- 4.7 Changes Subject to Contract Documents.
- 4.8 Change Order Disputes.
- 4.9 Change in Time for Completion.

#### **5. TRENCHING AND UTILITIES**

- 5.1 Contractor to Locate Underground Facilities.
- 5.2 Excavation More Than Four Feet Deep.
- 5.3 Excavation of Five Feet or More.
- 5.4 Utility Relocation Costs.
- 5.5 Concealed or Unknown Conditions.
- 5.6 Underground Facilities not owned or built by the City
- 5.7 Contractor's compensation for claimed latent or materially different Project conditions

#### **6. PROJECT FACILITIES**

- 6.1 Work Site Offices.
- 6.2 City Rights of Access and Ownership

#### **7. PROSECUTION AND PROGRESS OF THE WORK**

- 7.1 Liquidated Damages.
- 7.2 No Damage for Avoidable Delays.
- 7.3 Unavoidable Delays.
- 7.4 No Damage for Contractor Caused Delay.
- 7.5 No Damage for Other Delay.
- 7.6 Delays Caused by the City and/or Its Privities.
- 7.7 Weather Delays.
- 7.8 Delay Claims.
- 7.9 Contractor Coordination of the Work.

#### **8. CONTRACTOR RESPONSIBILITIES**

- 8.1. Eligibility.
- 8.2 Non Discrimination.
- 8.3 Supervision of the Work.
- 8.4 Contractor's Superintendent.
- 8.5 Competent Employees.
- 8.6 Items Necessary for Proper Completion of the Work.

City of Fort Bragg  
Patch Paving Project  
Contract Check List

- 8.7 Construction Reports.
- 8.8 Subcontracting.
- 8.9 Insurance.
- 8.10 Indemnities.
- 8.11 Licenses/Permits.
- 8.12 California Labor Code Requirements.
- 8.13 Laws and Ordinances.
- 8.14 Guaranty.
- 8.15 Safety.

## **9. MEASUREMENT AND PAYMENT**

- 9.1 F.O.B.
- 9.2 Payment
- 9.3 Non-Allowable Direct Charges.
- 9.4 Retention.
- 9.5 Securities in Lieu of Retention.

## **10. PROJECT ACCEPTANCE AND CLOSEOUT**

- 10.1 Occupancy.
- 10.2 Work Completion and Final Inspection.
- 10.3 Work Acceptance.

## **11. REMEDIES AND DISPUTES**

- 11.1 Failure to Correct Work
- 11.2 Termination for Cause
- 11.3 Termination for Convenience.
- 11.4 Disputes.
- 11.5 Non-Waiver.

## **CONTRACT, PART 3 SPECIAL PROVISIONS**

### **12. SPECIAL PROVISIONS**

- 12.1 Description of Work.
- 12.2 Construction Limitations.
- 12.3 Storm Water Pollution Prevention.
- 12.4 Maintaining Traffic and Pedestrian Operations.
- 12.5 Public Safety.
- 12.6 Protection of Existing Facilities and Property.
- 12.7 Preconstruction Conference.
- 12.8 Owner Notification.
- 12.9 Emergency Service Providers Notifications
- 12.10 Clean up.
- 12.11 Payment.
- 12.12 Construction Staking.
- 12.13 Materials Testing Allowance.
- 12.14 Obstructions.

- 12.15 Hours of Work.
- 12.16 Dust Control.
- 12.17 Water for Construction and Dust Control.
- 12.18 Protection and Restoration of Vegetation.
- 12.19 Surplus Material.
- 12.20 Cultural Resources.
- 12.21 Historical Finds.
- 12.22 Cultural Resources Defined.
- 12.23 Construction Manager's Discretion.



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

## CONTRACT, PART 1

The CITY OF FORT BRAGG, 416 N. Franklin Street, Fort Bragg, California 95437 ("City") enters into this Contract, dated [REDACTED], for reference purposes only, with Argonaut Constructors, Inc 360 Sutton Place, Santa Rosa, CA 95407 ("Contractor").

### RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by **June 16, 2025**, for the **Stop Gap Patch Paving** ("Project") by published notice and/or posting in accordance with California Public Contract Code Section 20164 and other applicable law.
- B. BID OPENING. On June 16, 2025, City representatives opened the bids for the Project and read the bids aloud.
- C. PROJECT AWARD. On June 23, 2025, the City Council awarded the Project to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council conditioned award of the project on the Contractor's providing executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award.
- E. INVESTIGATION AND VERIFICATION OF SITE CONDITIONS. The Contractor warrants that it has conducted all necessary pre-bid investigations and other obligations, and agrees that it shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work. In executing this Contract, Contractor shall rely on the results of its own independent investigation and shall not rely on City-supplied information regarding above ground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

### CONTRACT TERMS

The City and the Contractor agree as follows:

- 1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the Stop Gap Patch Paving project ("Work") as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and

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applicable law.

2. LOCATION OF WORK.

The Work will be performed at the following location:

Several Locations Within City Limits

3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within 10 working days from the date specified in the City's Notice to Proceed ("Time for Completion").

4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this Contract in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this Contract that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of \$500 per day in accordance with California Government Code Section 53069.85 and the Contract Documents, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of **Three Hundred Fifty Thousand Dollars (\$350,000)** (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated June 16, 2025, and attached to and incorporated in this Contract. Payment to the Contractor under this Contract will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Contract is first modified in accordance with its terms. The City's obligation to pay the Contractor under this Contract is subject to and may be offset by charges that may apply to the Contractor under this Contract. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service

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that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 et seq., the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.

- 6.1. Contractor acknowledges and agrees that it shall comply with the requirements of California Public Contracts Code sections 2600 et seq., in its entirety and, in particular, those sections related to Skilled and Trained Workforce. By its execution of this agreement Contractor certifies and warrants that it is aware of the requirement of California Public Contracts Code section 2600 et seq. and its requirements as to a Skilled and Trained Workforce.

7. THE CONTRACT DOCUMENTS. This Contract consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this Contract as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

- 7.1 This Part 1 of the Contract and change orders and other amendments to this Contract signed by authorized representatives of the City and the Contractor.
  - 7.2 The General Provisions, Part 2 of the Contract, and change orders and other amendments to the General Provisions signed by authorized representatives of the City and the Contractor.
  - 7.3 The Special Provisions, Part 3 of the Contract, addenda to the Special Provisions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized representatives prior to bid opening, and change orders and other amendments

to the Special Provisions signed by authorized representatives of the City and the Contractor.

- 7.4 The Technical Specifications, addenda to the Technical Specifications signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.
- 7.5 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.
- 7.6 Notice Inviting Bids
- 7.7 Instructions to Bidders
- 7.8 The successful bidder's completed Proposal Cover Page and Bid Schedule
- 7.9 The successful bidder's completed Contractor License Information
- 7.10 The successful bidder's completed List of Proposed Subcontractors
- 7.11 The successful bidder's Workers Compensation Insurance Certification
- 7.12 The successful bidder's completed Non-collusion Affidavit
- 7.13 The successful bidder's Debarment Certification
- 7.14 The successful bidder's completed Certificates of Insurance and Endorsements
- 7.15 The successful bidder's executed Performance Bond
- 7.16 The successful bidder's executed Payment Bond
- 7.17 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract
- 7.18 The successful bidder's Qualification Statement, if any
- 7.19 The successful bidder's signed Signature Form

- 8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Contract to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Contract. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Contract to the extent expressly incorporated in the Contract by section number. When such published provisions are made a part of this Contract, references in the published provisions to other entities,

such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Contract may require.

9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Director, or his/her designee, for issuance of an interpretation and/or decision by the authorized Public Works Director in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of the Public Works Director, or his/her designee, shall be final.
10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this Contract, or any monies due or to become due under this Contract, or any other right or interest of the Contractor under this Contract, or delegate any obligation or duty of the Contractor under this Contract without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this Contract subject to all available remedies under this Contract and at law and equity.
11. CONTRACTOR'S LICENSE CERTIFICATION. By signing this Contract the Contractor certifies that the Contractor holds a valid Type A license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this Contract subject to all available remedies under this Contract and at law and equity.
12. SEVERABILITY. If any term or provision or portion of a term or provision of this Contract is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.
13. PROJECT REPRESENTATIVES
  - 13.1 The City has designated Chantell O'Neal as its Project Manager to act as its Representative in all matters relating to the Contract. If Project Manager is an employee of City, Project Manager is the beneficiary of all Contractor obligations to the City including, without limitation, all releases and indemnities.

Project Manager shall have final authority over all matters pertaining to the Contract and shall have sole authority to modify the Contract on behalf of the City, to accept work, and to make decisions or actions binding on the City, and shall have sole signature authority on behalf of the City.

The City may assign all or part of the Project Manager's rights, responsibilities and duties to a construction manager or other City representative.

13.2 The Contractor has designated [REDACTED] as its Project Manager to act as Contractor's Representative in all matters relating to the Contract. The Contractor's Project Manager shall have final authority over all matters pertaining to the Contract and shall have sole authority to modify the Contract on behalf of the Contractor and to make decisions or actions binding on the Contractor, and shall have sole signature authority on behalf of the Contractor.

Executed on [REDACTED], by

CONTRACTOR

CITY

By: [REDACTED]  
Title: [REDACTED]

By: Isaac Whippy  
Title: City Manager

ATTEST:

By: \_\_\_\_\_  
Diana Paoli  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Baron J. Bettenhausen  
City Attorney

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

**CONTRACT, PART 2**  
**GENERAL PROVISIONS**

**1. DEFINITIONS**

The following terms as used in any agreement of which these General Provisions are a part are defined as follows:

- 1.1 **Architect or Engineer:** The person or persons so specified on the title sheet of the Technical Specifications and/or Project Plans.
- 1.2 **ASTM:** American Society for Testing and Materials, latest edition.
- 1.3 **Bid Package:** All of the documents listed as comprising the entire Bid Package as specified in the Instructions to Bidders and representing the full set of documents made available to bidders on the Project.
- 1.4 **Caltrans Standard Specifications:** Caltrans construction manual entitled, "State of California, Department of Transportation, Standard Specifications," latest edition.
- 1.5 **City:** CITY OF FORT BRAGG.
- 1.6 **Construction Manager:** The City's authorized representative for administration and overall management of the Project contract and Work. The Construction Manager is the official point of contact between the City, the Architect and/or Engineer, and the Contractor. The Construction Manager for this project shall be Assistant Director – Engineering, Chantell O'Neal
- 1.7 **Contract:** The agreement between the City and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.
- 1.8 **Contract Documents:** All documents identified in Section 7 of Part 1 of the Contract.
- 1.9 **Contractor:** The successful bidder for the Project and party to the Project agreement with the City as specified in the Project agreement. Argonaut Constructors, Inc.
- 1.10 **Days:** Unless otherwise specified in the Contract Documents, Days mean working days.
- 1.11 **Project:** The Stop Gap Patch Paving Project as described in the Technical Specifications and Project Plans.
- 1.12 **Project Inspector:** The party or parties charged by the City with inspecting the Work for compliance with the requirements of the Contract Documents and

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applicable laws and regulations. The Project Inspector acts under the direction of the City and shall coordinate with the Construction Manager and Architect as directed by the City in accordance with the Contract Documents.

- 1.13 **Project Plans:** The primarily graphic detailed requirements concerning the Project contained in Volume 3 of the Bid Package and any addenda to the Project Plans signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.
- 1.14 **Subcontractor:** A person, firm or corporation that is obligated as a party to a contract with the Contractor to perform part of the Project work. For purposes of these General Provisions Subcontractors include, but are not limited to, those that are obligated as parties to a contract with the Contractor to specially fabricate and install a portion of the Project Work according to the Technical Specifications and/or Project Plans.
- 1.15 **Technical Specifications:** The detailed Project requirements contained in Volume 3 of the Bid Package and any addenda to the Technical Specifications signed by authorized City representatives and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor in accordance with the requirements of the Contract Documents.
- 1.16 **Time for Completion:** The Time for Completion is the time by which the Work must be completed, as defined in the Contract, Part 1, or as modified in a writing, executed by the City and Contractor.
- 1.17 **Work:** The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete in a good and workmanlike manner the Project as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
- 1.18 **Written Notice:** Will be deemed to have been duly served for purposes of these General Provisions and any agreement of which they are a part if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom the notice is intended, or if sent by registered or certified mail to the last known business address known to the party giving notice. Unless otherwise specified in the Contract Documents, the last known address of the Contractor shall be that listed in the Contractor's completed Proposal Cover Page and Bid Schedule.

## 2. PLANS AND SPECIFICATIONS

- 2.1 Documents Furnished by City. The City will furnish to the Contractor, free of charge, one (1) set of reproducible Project Plans and five (5) sets of prints of the Project Plans and Technical Specifications for execution of the Work. Throughout the performance of the Work the Contractor must keep one copy of the Project Plans and Technical Specifications in good order and available for review by the Construction Manager, the Engineer, the Architect, and any other City contractors or representatives.
- 2.2 Ownership of Documents Furnished by City. All documents furnished by the City, including, but not limited to, the Technical Specifications, Project Plans, and any copies, are the property of the City. Documents furnished by the City may not to be used on any other work. All documents furnished by the City must be returned to City upon completion of the Work.
- 2.3 Technical Specifications and Project Plans.
  - 2.3.1 The Technical Specifications and Project Plans are complementary and intended to mutually describe the Work necessary to complete the Project in accordance with the Contract Documents.
  - 2.3.2 In general, the Project Plans indicate dimensions, position and kind of construction, and the Technical Specifications indicate qualities and methods. Any Work indicated on the Project Plans and not mentioned in the Technical Specifications or vice versa must be furnished as though fully set forth in both. Work that is not particularly detailed, marked or specified shall be the same as similar Work that is detailed, marked or specified. The Contractor must furnish items necessary for the operation of equipment depicted in the Project Plans or specified in the Technical Specifications that are suitable to allow such equipment to function properly at no extra charge.
  - 2.3.3 Contractor shall perform reasonably implied parts of Work as “incidental work” although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to City. Incidental work shall be treated as if fully described in Specifications and shown on

Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

- 2.3.4 Before undertaking each portion of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. The Contractor must notify the Construction Manager and the Architect in writing as soon as possible of any apparent errors or inconsistencies, including, but not limited to, typographical or notational errors in the Project Plans, Technical Specifications, and/or in work done by others affecting the Work. The Construction Manager will issue written instructions concerning any such apparent errors, inconsistencies, or clarifications with reasonable promptness and these shall be binding on the Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give City prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with City's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Section 11. If the Contractor proceeds with Work impacted by apparent errors or inconsistencies without instructions from the Construction Manager, the Contractor shall do so at its sole risk and shall have all of the obligations and the City shall have all of the rights and remedies specified in Section 11 concerning any resulting damage or defect.
- 2.3.5 The General Provisions apply with equal force to all of the Work, including extra work authorized by the Construction Manager in accordance with the Contract Documents. The Contractor must submit any required shop diagrams and/or drawings by the times and in the quantities indicated in the Technical Specifications. Any such shop diagrams and/or drawings must show completely the Work to be done, expanding on the Project Plans concerning details not previously shown, field conditions and the condition of the Work. Architect or Engineer review of such shop diagrams and/or drawings will concern conformance with the requirements of the Contract Documents only. The Architect or Engineer assumes no responsibility for the correctness or accuracy of the dimensions or any other contents of any shop diagrams and/or drawings submitted by the Contractor. The Contractor must check all dimensions at the Work site. Shop diagrams and/or drawings must be clearly marked with the name of the Project and the name of the Contractor, subcontractor or supplier making the submittal, and must be stamped and signed by the Contractor and submitted under a signed transmittal letter from the Contractor

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certifying that all dimensions have been checked at the Work site. These requirements are mandatory. The Architect or Engineer will not review shop diagrams and/or drawings that do not satisfy these requirements. The Contractor will be responsible for any and all discrepancies between dimensions of the actual Project site and/or Work and those shown on shop diagram and/or drawings submitted by the Contractor, and for any other errors contained in or resulting from such shop diagrams and/or drawings, including, but not limited to, errors in material and/or equipment quantities and any resulting errors, delays or additional cost in the performance of the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any discrepancies or errors in shop diagrams and/or drawings submitted by the Contractor, and concerning any resulting errors, delays or additional costs in the performance of the Work.

### 3. CONTROL OF WORK AND MATERIAL

- 3.1 Construction Manager's Status. The Construction Manager will administer the Project in accordance with the Contract Documents. After execution of the agreement and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or City shall be forwarded through the Construction Manager. Except as otherwise provided in the Contract Documents, the Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Construction Manager, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Construction Manager will also have the authority to require inspection or testing of the Work.
- 3.2 Architect or Engineer's Status. The Architect or Engineer will advise the Construction Manager concerning decisions on all claims of the Contractor and all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Architect or Engineer will also advise the Construction Manager concerning Work that does not conform to the Contract Documents. Whenever, in the Architect's or Engineer's opinion, it is necessary or advisable in accordance with the Contract Documents, the Architect or Engineer may recommend to the Construction Manager inspection or testing of the Work, whether or not such Work is then fabricated, installed or completed.
- 3.3 Inspection and Testing of Work and Material.
  - 3.3.1 The City, the Construction Manager, the Architect or Engineer and their representatives will have access to the Work at all times wherever it is

in preparation or progress. The Contractor must provide proper facilities for such access and for inspection.

- 3.3.2 The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Construction Manager or Architect or Engineer.
- 3.3.3 If the Construction Manager, the Technical Specifications, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Construction Manager timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any work subject to such testing that is covered up without timely notice to the Construction Manager or without the approval or consent of the Construction Manager must, if required by the Construction Manager, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work subject to testing that is covered up without timely notice to the Construction Manager and that is not uncovered for examination at the Contractor's Expense if required by the Construction Manager.
- 3.3.4 Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the Technical Specifications and the requirements of the California Building Standards Code as adopted by the City and other applicable law. Copies of all testing reports shall be distributed as required in the Technical Specifications.
- 3.3.5 The City or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to be according to the Contract Documents, the City shall pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up without timely notice to or approval of the Construction Manager. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any re-examined Work not in accordance with the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.
- 3.3.6 The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the City consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The Contractor must promptly segregate and remove non-conforming

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material from the Work site. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the City has not consented to accept.

3.4 Samples Furnished by the Contractor. The Contractor must furnish all samples for approval as directed in sufficient time to permit the Architect or Engineer to examine, approve and select samples before they are required by the progress of the Work. Portions of the Work for which samples are required and for which the Architect or Engineer has selected samples must be in accordance with such approved samples. Samples must be sent prepaid to the office of the Construction Manager or to such place as the Construction Manager may direct.

3.5 Materials and Substitutions.

3.5.1 Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials.

3.5.2 If the Contractor submitted complete information to the Public Works Department for products proposed as equals in accordance with the Bid Package, and the City approved such products proposed as equals in writing, the Contractor may either furnish such products approved as equals, or furnish the products listed by manufacturer name, brand or model number in the Technical Specifications or Project Plans. The City retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the City to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. If the City does not accept a proposed substitution, the Contractor must furnish the product specified in the Technical Specifications or Project Plans for the Contract Price, regardless of whether the product is specified by manufacturer's name, brand or model number, or otherwise.

3.5.3. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the City, or with the use of existing

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City facilities by the public. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the Work site due to weather or other causes. The Contractor must promptly remove from the Work site all materials rejected by the City or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the City or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the City. The Contractor will bear the expense of making good all Work destroyed or damaged by such removal. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all work destroyed or damaged by such removal and/or execution.

- 3.6 Maintenance and Examination of Records. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to the City for reference. Upon completion of the Work, Contractor shall deliver to the City, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

Throughout Contractor's performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittals; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to the City. At the completion of the Project, Contractor shall deliver all such records to the City to have a complete set of record as-built drawings.

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The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three years after final payment under the Agreement. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Contract shall be subject to the examination and audit of the State Auditor, at the request of the City, or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

- 3.7 Advertising. No advertising signs of any kind may be displayed on the Work site, or on fences, offices or elsewhere adjacent to the Work site.
- 3.8 Project Schedule. Prior to the pre-construction meeting, the Contractor shall submit a baseline schedule showing each task of Work, including, as required by the City, equipment procurement and delivery (Contractor and City supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with the City and third parties. The baseline schedule shall include the sequence of each task, the number of days required to complete each task, and the critical path controlling the completion of the entire Work. The schedule shall allow for the completion of the entire Work within the Time for Completion.
  - 3.8.1 City Review of Schedule. The City may review the Contractor's submitted schedule and may note any exceptions. The Contractor shall correct any exceptions noted by the City within five (5) working days of being notified of the exceptions.
  - 3.8.2 Update of Schedule. After submission of a schedule to which the City has taken no exceptions, the Contractor shall submit an updated schedule on a biweekly basis until completion of the Work. The updated schedule shall show the progress of Work as of the date specified in the updated schedule. Contractor shall provide the City with an electronic copy of each updated schedule.

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- 3.8.3 Float. The baseline schedule and all later submitted schedules shall show early and late completion dates for each task. The number of days between these dates shall be designated as "Float." The Float shall be designated to the Project and shall be available to both the City and the Contractor as needed to complete the Work in accordance with the Contract.
- 3.8.4 Failure to Submit Schedule. If the Contractor fails to submit the schedule within the time period specified in this section or submit a schedule to which the City has taken uncorrected exceptions, the City may withhold payments to the Contractor until such schedules are submitted and/or corrected in accordance with the Contract documents.
- 3.8.5 Responsibility for Schedule. The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The City may note exceptions to any schedule submitted by the Contractor. However, the Contractor will be solely responsible for determining the proper method of addressing such exceptions, and the City's review of the schedule will not create scheduling obligations for the City.
- 3.8.6 Contractor's baseline schedule and progress schedules shall be in the form of a CPM (arrow) diagram. Contractor shall provide the City with native format electronic schedules and hard copies of the baseline schedule, schedule updates, and look ahead schedules. All electronic and hard copies of the schedule that Contractor provides to the City shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through completion within Contract Time.
- 3.8.7 The City has no obligation to accept an early completion date.
- 3.8.8 The City may request a recovery schedule should Contractor fall 21 or more Days behind any schedule milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates. The recovery schedule shall show the intended critical path. If the City requests, Contractor shall also: secure and demonstrate appropriate subcontractor and supplier consent to the recovery schedule; and submit a written plan and narrative explaining on trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or subcontractors.
- 3.8.9 If the Contractor requests an extension of the Time for Completion, it shall submit the request in a writing that provides information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. The writing shall include this narrative and a schedule diagram depicting how the changed Work or other

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impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current schedule impact or critical path or otherwise. Any requests of an extension of the Time for Completion stemming from an alleged project delay shall be made within five (5) days of the commencement of the alleged delay, explain the reason for delay, include the anticipated length of the delay, and contain a narrative justifying the extension, in addition to the other information and schedules required by this section.

- 3.9 Construction Staking. All Work done under this Contract must be in conformance with the Project Plans and staked by the Engineer in the field. The Contractor must inform the Engineer, forty-eight (48) hours in advance, of the time and places at which he or she wishes to do work, in order that lines and grades may be furnished and necessary measurements for record and payment made, with the minimum of inconvenience to the Engineer and delay to the Contractor.
- 3.10 Materials Testing. Materials will be tested by the CITY OF FORT BRAGG or its authorized agent, following State of California Test Methods. Statistical testing may not be used. All individual samples must meet the specified test results. Each material used must meet the specified requirements.

The Contractor must request and coordinate all testing. All tests must occur in the presence of the Project Inspector. The City will, at its sole discretion, have the right to reject any and/or all test results that do not meet this requirement, and to order a retest in the presence of the Project Inspector. The costs for all retests so ordered will be the responsibility of the Contractor. The cost of all retests will be charged to the Contractor at the actual cost plus 30 percent, with a minimum charge of \$150.00 per test to cover staff and administrative costs.

The City, at its sole expense, will provide all initial material and compaction tests. Sampling and testing will comply with Chapter 6 of the Caltrans Construction Manual, at a minimum. Where conditions vary, the City may perform additional testing. Cost for testing of materials offered in lieu of the specified materials will be the responsibility of the Contractor. Cost for R-value tests when required by the Standard Specifications will be the responsibility of the Contractor.

Testing will only be performed on normal City working days between the hours of 8:00 a.m. and 4:00 p.m. unless other arrangements are made in advance. Tests performed outside of these hours may be subject to increased charges.

The Contractor must request all tests in writing a minimum of two (2) working days in advance of the time desired. A minimum of one working day must be allowed for compilation and reporting of data and test results after tests have

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been performed. No subsequent layer of material may be placed until a passing test is obtained and acknowledged by the City.

Concrete and asphalt may be supplied only from suppliers approved and certified by the State Department of Transportation. Proposed mix designs for all concrete and asphalt concrete to be placed within the CITY OF FORT BRAGG must be provided to and approved by the City, prior to placement.

The Contractor must coordinate with the City concerning any additional testing as required.

#### 4. CHANGES IN WORK

- 4.1 City Directed Change Orders. The City may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents, including, but not limited to the Technical Specifications, or Project Plans. Such amendments will in no way void the agreement, but may be applied to amend the Contract Price or Time for Completion, if such amendments affect the Contract Price, the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Section 4.
- 4.2 Writing Requirement. Change orders and other amendments to the Technical Specifications, the Project Plans, or other Contract Documents may be made only by a writing executed by authorized representatives of the City and the Contractor.
- 4.3 Contractor Proposed Change Orders. Unless the Construction Manager otherwise authorizes or the City and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Construction Manager no later than the time of the proposed change.
- 4.4 All Change Orders. All change order proposals must be submitted on completed Change Order forms provided by the City. All such change order proposals must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All change order proposals must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the change order, and must provide information justifying the requested change in the Time for Completion. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, will be accomplished by the Time for Completion then in effect.
- 4.5 Change Order Pricing. Change order pricing will be governed by the following:

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- 4.5.1 Unit prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify unit prices.
- 4.5.2 Cost impacts involving items for which no unit prices are specified will be calculated by adding the itemized actual direct cost that would be added or reduced under the change order and an allowance for indirect costs in accordance with this Section. Itemization for direct costs for required labor must include the classifications of labor required, the total hours required for each classification, the hourly rate for each classification and other labor related costs such as liability and workers compensation insurance, social security, retirement and unemployment insurance. All other cost impacts for which no unit prices are specified must be itemized as appropriate, including the cost of tools, vehicles, phones and other equipment, and the cost of all required materials or supplies. Indirect costs added under a change order may not exceed an allowance of fifteen (15) percent of the total of combined Contractor and subcontractor direct costs added under the change order. Such allowance covers Contractor overhead and profit under the change order and includes the cost of insurance in addition to that required pursuant to Section 8.8, bond premiums, superintendent labor, clerical labor, home office expenses, worksite office expenses, and utility costs under the change order. Such costs may not be itemized as direct costs under a change order. Indirect costs deducted under a change order will be calculated in exactly the same way as indirect costs added under a change order, except indirect costs deducted under a change order may not exceed an allowance of seven and a half (7.5) percent of the total of combined Contractor and subcontractor direct costs deducted under the change order.
- 4.6 Liability Under Unapproved Change Orders. The Contractor shall be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed in accordance with this Section 4. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed change order before issuance of an approved change order executed in accordance with this Section 4.
- 4.7 Changes Subject to Contract Documents. Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in accordance with the Contract Documents, including

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this Section 4, will in all respects be subject to all provisions of the Contract Documents, including, but not limited to, the Technical Specifications and the Project Plans, except as modified by such change orders or amendments.

#### 4.8 Change Order Disputes.

4.8.1 Disputed City Directed Change Orders. If the Contractor disputes a City directed change order following a reasonable effort by the City and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the City, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the City to resolve the dispute, or within the time specified in the disputed City directed change order, whichever is later. In performing Work consistent with a disputed City-directed change order pursuant to this provision the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.

4.8.2 Disputed Contractor Proposed Change Orders. If the City disputes a Contractor proposed change order, the City and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the City. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the City and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

4.9 Change in Time for Completion. The Time for Completion may only be changed through a Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence. Contractor shall not be entitled time extension for impacts that consume Float, but do not impact the critical path. Time extensions will not be granted unless substantiated by the Critical Path Method (CPM) Schedule, and then not until the CPM float becomes zero. If contractor fails to submit documentation requesting and justifying a change in Time for Completion consistent with the Contract Documents, the Contractor shall be deemed to have agreed that there is no

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extension of time and that Contractor has irrevocably waived its rights to any change in the Time for Completion. Contractor initiated change orders shall address any impacts on the Time for Completion when first submitted to the City. Contractor shall submit any request for change in the Time for Completion and all supporting information and documentation required by the Contract Documents within seven (7) working days of receipt of a City-directed Change Order.

## 5. TRENCHING AND UTILITIES

- 5.1 Contractor to Locate Underground Facilities. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

Contractor shall contact Underground Service Alert (USA), and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide the City with copies of all USA records secured by Contractor. Contractor shall advise the City of any conflict between information in the Contract Documents, Drawings, independent investigations, and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.

Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, manholes, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in existing conditions data, Contract Documents, or USA records, or discovered during Contractor's pre- or post-bid investigation. Contractor shall immediately secure all such available information and notify the City and the utility City, in writing, of its discovery.

- 5.2 Excavation More Than Four Feet Deep. In accordance with California Public Contract Code Section 7104, if the Work involves excavation more than four feet deep the Contractor must promptly notify the City in writing before

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disturbing: any material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; any subsurface or latent physical conditions at the Work site differing from those indicated; or any unknown physical conditions at the Work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The City will promptly investigate any such conditions for which notice is given. If the City finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the City will issue a change order pursuant to Section 4 of these General Provisions. If a dispute arises between the City and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents, but shall proceed with all Work to be performed. The Contractor will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

5.3 Excavation of Five Feet or More. In accordance with California Labor Code Section 6705, contractors performing contracts exceeding \$25,000 in cost and involving excavation five or more feet deep must submit for the City's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.

5.4 Utility Relocation Costs.

5.4.1 In accordance with California Government Code Section 4215, the City assumes the responsibility for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the Work site if such utilities are not identified by the City in the Technical Specifications and/or Project Plans. The City will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities located at the Work site and not identified with reasonable accuracy in the Technical Specifications and/or Project Plans. The City will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the City's failure to provide for removal or relocation of such main or trunkline utility facilities.

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- 5.4.2 Nothing in this provision or the Contract Documents will be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Work site; provided, however, that nothing in this provision or the Contract Documents shall relieve the City from identifying main or trunklines in the Technical Specifications and/or Project Plans.
- 5.4.3. Nothing in this provision or the Contract Documents will preclude the City from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.
- 5.4.4 Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.
- 5.4.5 If the Contractor while performing the Work discovers utility facilities not identified by the City in the Technical Specifications and/or Project Plans, the Contractor must immediately notify the City and utility in writing.
- 5.4.6 Either the City or the utility, whichever owns existing main or trunkline utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price.
- 5.5 Concealed or Unknown Conditions.
  - 5.5.1 If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly give a written Notice of Differing Site Conditions to the City before conditions are disturbed, except in an emergency, and in no event later than seven (7) calendar days after first observance of:
    - 5.5.1.1 Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
    - 5.5.1.2 Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
  - 5.5.2 In response to Contractor's Notice of Differing Site Conditions under this Section, the City will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's

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cost of, or time required for, performance of any part of the Work, the City will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If the City determines that physical conditions at the Project are not latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, the City will so notify Contractor in writing, stating reasons (with Contractor retaining all rights under the Contract Documents).

- 5.5.3 Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed latent or materially different Project conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.
- 5.5.4 Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Time for Completion, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by the City only where the Underground Facility:
  - 5.5.4.1 Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and;
  - 5.5.4.2 Contractor did not know of it; and
  - 5.5.4.3 Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Time for Completion will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)
- 5.6 Contractor shall bear the risk that Underground Facilities not owned or built by the City may differ in nature or locations shown in information made available by the City for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on City's Project, and Contractor is to apply its skill and industry to verify the information available.

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- 5.7 Contractor's compensation for claimed latent or materially different Project conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor's or its subcontractor's bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefor.

## 6. PROJECT FACILITIES

- 6.1 Work Site Offices. Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities shall be paid from and included in the Contract Price.
- 6.2 City Rights of Access and Ownership. The City and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the City and its authorized representatives, neither the Contractor nor its privities shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the United States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be deemed at all times to be City property subject to inspection and copying by the City and its authorized representatives at all reasonable times while such facilities are located at the Work site (including, at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the City's rights of access and/or Ownership pursuant to this Section 6 will constitute a material breach of the Agreement subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

## 7. PROSECUTION AND PROGRESS OF THE WORK

- 7.1 Liquidated Damages. Time is of the essence in the Agreement. The City and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the City will sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Agreement by the Time for

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Completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of \$500 per day for each and every calendar day completion of the Work and/or performance of all of the Contractor's obligations that have accrued pursuant to the Agreement is delayed beyond the Time for Completion. The City and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the Agreement was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the Agreement.

- 7.2 No Damage for Avoidable Delays. All delays in the Work that might have been avoided by the exercise of care, prudence, foresight and diligence of the Contractor or any privities of the Contractor will be deemed avoidable delays. Delays in the Work that may be unavoidable but that do not necessarily affect other portions of the Work or prevent completion of all Work within the Time for Completion, including, but not limited to, reasonable delays in Engineer approval of shop drawings, placement of construction survey stakes, measurements and inspection, and such interruption as may occur in prosecution of the Work due to reasonable interference of other contractors of the City, will be deemed avoidable delays. The Contractor will not be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for avoidable delays.
- 7.3 Unavoidable Delays. All delays in the Work that result from causes beyond the control of the Contractor and that the Contractor could not have avoided through exercise of care, prudence, foresight, and diligence will be deemed unavoidable delays. Orders issued by the City changing the amount of Work to be done, the quantity of materials to be furnished, or the manner in which the work is to be prosecuted, and unforeseen delays in the prosecution of the Work due to causes beyond the Contractor's control, such as strikes, lockouts, labor disturbances, fires, epidemics, earthquakes, acts of God, neglect by utility owners or other contractors that are not privities of the Contractor will be deemed unavoidable delays to the extent they actually delay the Contractor's completion of the Work. The Contractor will be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the Contract Price for unavoidable delays to the extent such delays actually delay the Contractor's completion of the Work and/or result in the Contractor incurring additional costs in excess of the Contract Price.
- 7.4 No Damage for Contractor Caused Delay. Contractor shall not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the

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failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents.

- 7.5 No Damage for Other Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the City and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the City, and/or within the contemplation of the City and the Contractor, and/or reasonable under the circumstances:

7.5.1 Exercise of the City's right to sequence the Work in a manner that would avoid disruption to the City and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the City or any other governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the City of any provisions of the Agreement.

7.5.2 Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the City or its representatives in a reasonable time in accordance with the Contract Documents.

- 7.6 Delays Caused by the City and/or Its Privities. Delay caused by the City and/or other Contractors of the City will be deemed unavoidable delays. Either the City or the Contractor may propose a change in the Time for Completion for delays that are purported to be caused by the City and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the City and the Contractor. Such proposed changes in the Time for Completion will constitute change order proposals subject to Section 4. In accordance with Section 4, the City and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing is in anticipation of cost impacts that may, but have not yet occurred, the City will be obligated to pay the Contractor for such anticipated impacts in accordance with the Agreement and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated cost impacts. Notwithstanding anything to the contrary in Section 4, the City and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the City and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the City will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

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- 7.7 Weather Delays. Extensions of the Time for Completion will not be allowed for normal, adverse weather conditions that are consistent with historical weather data of the National Oceanographic and Atmospheric Administration of the U.S. Department of Commerce for the record station that is nearest or most applicable to the Work site. The Contractor should understand that normal adverse weather conditions are to be expected and plan the Work accordingly, such as by incorporating into the Project schedule, normal adverse weather delays as reflected in historical data of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce for the weather station most applicable to the Work site. Extensions of the Time for Completion for delays due to adverse weather will be allowed only if the number of adverse weather days far exceeds the historical data. No extensions of the Time for Completion will be granted for normal, adverse weather conditions or for adverse weather conditions that merely result in delays that do not or would not, themselves, result in failure to complete the Work by the Time for Completion.
- 7.8 Delay Claims. Within five (5) days of the beginning of any delay, Contractor shall notify the City in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) days of submitting its notice of delay. The request must be in writing in the form of a change order and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay. The City will determine all claims and adjustments in the Time for Completion. No claim for an adjustment in the Time for Completion will be valid and such claim will be waived if not submitted in accordance with the requirements of this Section and Section 4.9. In cases of substantial compliance with the notice timing requirements of this Section (but not to exceed twenty-one (21) days from the beginning of the delay event), City may in its sole discretion recognize a claim for delay accompanied with the proper documentation and justification, provided the Contractor also shows good faith and a manifest lack of prejudice to the City from the late notice.
- 7.9 Contractor Coordination of the Work.
- 7.9.1 The City reserves the right to do other work in connection with or in the vicinity of the Project by contract or otherwise, and Contractor shall at all times conduct the Work so as to impose no hardship on the City, others engaged in the Work or other contractors working at the Work site. The Contractor will adjust, correct and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the Work site.
- 7.9.2 If any part of the Work depends for proper execution or results upon the work of the City or any other contractor, the Contractor will, before

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proceeding with such Work, promptly report to the City any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the City's or other contractor's Work as fit and proper.

7.9.3 The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade shall be part of the Work except where stated otherwise.

7.9.4 The Contractor will provide proper facilities at all times for access of the City, the Construction Manager, Architect or Engineer, and other authorized City representatives to conveniently examine and inspect the Work.

## 8. CONTRACTOR RESPONSIBILITIES

8.1. Eligibility. By executing the Agreement, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the fullest extent permitted by law, the Contractor shall hold harmless and indemnify the City from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.

8.2 Non Discrimination. During the performance of this Contract, Contractor will not discriminate against any employee or subcontractor of the Contractor or applicant for employment because of race, religion, creed, color, national origin, gender, sexual orientation, or age. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, gender, sexual orientation, or age.

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless City, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its

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subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

- 8.3 Supervision of the Work. The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the City, Construction Manager or Architect are disseminated to and followed by all subcontractors engaged in performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the City, the Construction Manager, or the Architect may require the Contractor and/or subcontractors engaged in performance of the Work to attend a project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the City and/or advisable in light of the matters to be addressed at the meeting.
- 8.4 Contractor's Superintendent. The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the City. The superintendent may not be changed without the consent of the City. The superintendent will represent the Contractor and all directions given by the City to the superintendent will bind the Contractor in accordance with the Agreement. Superintendent time included in Contractor's completed bid schedule and/or in approved change orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.
- 8.5 Competent Employees. The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Project any unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the City determines that a Contractor employee does not satisfy the requirements of this provision, upon notice from the City, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Project without City approval.
- 8.6 Items Necessary for Proper Completion of the Work. Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.
- 8.7 Construction Reports. The Contractor must submit daily construction reports detailing the daily progress of the Work to the Construction Manager on a weekly basis.
- 8.8 Subcontracting. The Contractor must perform with his or her own organization, a value of work amounting to not less than fifty percent (50%) of

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the Contract amount, except that the bid amount for subcontracted “Specialty Items” so designated in the Special Provisions may be eliminated from the Contract amount and not considered as sub-contracted for the purposes of calculating the value of work to be performed by the Contractor. For the purposes of determining the value of work to be performed by the Contractor pursuant to this provision, materials, equipment, incidentals, etc., shall be considered to have been purchased by the Contractor or Subcontractor that is to install them. Where a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated cost of such portion of the subcontracted item, as determined from information submitted by the Contractor, subject to approval by the Engineer.

8.8.1 By executing the Contract, the Contractor certifies that no subcontractor included on the list of proposed subcontractors submitted with the Contractor’s bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Work. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The Contractor will ensure that no debarred subcontractor receives any public money for performing the Work, and any public money that may have been paid to a debarred subcontractor for the Work is returned to the City. The Contractor will be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform the Work.

8.8.2 The Agreement and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 et seq. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of one percent of the Contractor’s total bid, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor’s own forces, and that the Contractor will perform that portion of the Work with the Contractor’s own forces. If after award of the Agreement the Contractor subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Work, the Contractor will be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Agreement, assessment of a penalty of up to 10 percent of the amount of the subcontract, and disciplinary action by the Contractors State License Board.

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- 8.8.3. No contractual relationship exists between the City and any subcontractor engaged in performance of the Work.
  - 8.8.4 Incorporation of Contract Documents. The Contractor must incorporate the Contract Documents in each contract with a subcontractor engaged in the performance of the Work including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. The Contractor shall be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate project information to a subcontractor that results in improper submittals and/or work, or time or other impacts is the sole responsibility of the Contractor. The Contractor will have all of the obligations and the City will have all of the remedies that are specified in Section 11.
  - 8.8.5 Subcontractor agrees to be bound to General Contractor and City in the same manner and to the same extent as General Contractor is bound to City under the Contract Documents. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the City's Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all subcontractors to provide a valid certificate of insurance with the required endorsements included in the agreement prior to commencement of any work and General Contractor will provide proof of compliance to the City.
  - 8.8.6 Coordination of Subcontract Work: The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials.
- 8.9 Insurance.
- 8.9.1 All required insurance shall be provided in the form of "occurrence"-type policies underwritten by admitted insurers in the State of California with a rating of A or better from the current year Best Rating Guide. All policies must be issued at the expense of the Contractor and must be maintained at the Contractor's expense throughout the performance of the Work.
  - 8.9.2 The Contractor and any subcontractors engaged in performance of the Work must secure payment of workers compensation in accordance with California Labor Code Section 3700 and other applicable law. The Contractor must verify that all Subcontractors comply with this requirement.

8.9.3 Within ten (10) working days following notice of award the Contractor must submit to the City along with executed copies of all other documents specified in the Contract Check List certificates of insurance and endorsements evidencing that the Contractor has in effect and will maintain throughout the performance of the Work the following kinds and amounts of insurance:

8.9.3.1 Worker's Compensation Insurance. Workers Compensation and Employers Liability insurance as required by any applicable law, regulation or statute, including the provisions of Division IV of the Labor Code of the State of California, and any act or acts amending it. Worker's Compensation insurance must be for Statutory Limits and must cover the full liability of the Contractor. The Contractor's Employer's Liability Insurance must be in an amount no less than \$1,000,000.00 per occurrence. The insurance must be endorsed to waive all rights of subrogation against City and its officials, officers, employees, and volunteers for loss arising from or related to the work performed under this agreement.

8.9.3.2 Commercial General Liability and Automobile Liability Insurance. Coverage for liability because of Bodily Injury and Property Damage including, but not limited to the following coverage:

- Completed Operations and Products Liability
- Bodily Injury
- Personal Injury
- Broad Form Property Damage Liability
- Contractual Liability insuring the obligations assumed by the Contractor under the Contract Documents
- Automobile Liability, including owned, non-owned and hired automobiles
- Coverage for the XCU hazards of Explosion, Collapse and Underground Hazards

8.9.3.3 Commercial General Liability Self-Insured Retentions:

- All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability.
- Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

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- The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

8.9.3.4 Commercial Umbrella Policy. The limits of insurance required in these Contract Documents may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own Insurance or self-insurance shall be called upon to protect it as a named insured.

8.9.4 The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

8.9.5 The limits of the insurance required above will be at least:

Comprehensive General Liability

Bodily Injury Liability	\$2,000,000	each occurrence
	\$4,000,000	each aggregate
Property Damage Liability	\$2,000,000	each occurrence
	\$4,000,000	each aggregate

Comprehensive Automobile Liability

Bodily Injury Liability	\$2,000,000	each person
	\$2,000,000	each occurrence
Property Damage Liability	\$2,000,000	each occurrence

8.9.6 For each insurance policy required under the Agreement except for the required workers compensation insurance policy, the Contractor must provide endorsements that add the City, its officials, officers, employees, agents and volunteers as an additional insured ("Additional Insured"). Such endorsements must: provide that the insurance required to be furnished by the Contractor will be primary as regards the City, and that the City's insurance will be excess of and not contribute to the insurance required to be furnished by the Contractor; that the City will receive 30 day written notice of any reduction or cancellation of such insurance required to be furnished by the Contractor; and include a severability of interest clause acceptable to

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the City. Said endorsement shall be at least as broad as Insurance Services Office form number CG2010 (Ed. 11/85).

8.9.7 It shall be a requirement under these Contract Documents that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

8.9.8 Contractor shall maintain insurance as required by these Contract Documents to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

#### 8.10 Indemnities.

8.10.1 The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the City, its officials, officers, employees, agents, volunteers and consultants, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes arising out of the Contractor's execution of the Work or of any subcontractor engaged in performance of the Work. To the fullest extent permitted by law the Contractor will indemnify, defend and hold harmless the City, its officials, officers, employees, agents, volunteers and consultants from and against any or all loss, liability, expense, claims, costs (including costs of defense and consultants' costs), suits, and damages of every kind, nature and description (including, but not limited to, penalties resulting from exposure to hazards in violation of the California Labor Code and bodily injury or death) directly or indirectly arising from the Contractor's performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or in part by any act or omission of Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever, save for liability for any loss, damage, or expense arising out of the City's sole negligence or willful misconduct.

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- 8.10.2 The Contractor will indemnify, defend and hold harmless the City, the City's officials, officers, employees, volunteers, agents and the Construction Manager and Architect for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the City that any such charges have been paid.
- 8.10.3 The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, volunteers and consultants from such liability.
- 8.10.4 Approval of the Contractor's certificates of insurance and/or endorsements does not relieve the Contractor of liability under this Section 8.9. The Contractor will defend, with legal counsel reasonably acceptable to the City, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorney's fees incurred. The Contractor will promptly pay any judgment rendered against the City, its officials, officers, employees, agents, volunteers or consultants for any Claims. In the event the City, its officials, officers, employees, agents, volunteers or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the City, its officials, officers, employees, agents, volunteers and consultants any and all costs and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees.
- 8.10.5 Subject to the requirements of Section 5 of the General Provisions, the Contractor will indemnify, hold harmless and defend, with legal counsel reasonably acceptable to the City, the City and its officials, officers, employees, agents and volunteers from and against any and all claims related to damage to surface or underground facilities caused by the Contractor or any of the Contractor's privities or agents.
- 8.10.6 The Contractor will indemnify, hold harmless and defend, with legal counsel reasonably acceptable to the City, the City and its officials, officers, employees, agents and volunteers from and against any and all claims, including any fines or other penalties, related to failure of the Contractor and/or privities or agents of the Contractor

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to comply with the requirements of the General Permit, or to implement the Stormwater Pollution Prevention Plan ("SWPPP") in accordance with provision 12 of the Special Provisions. The City may withhold from amounts due or that may become due to the Contractor under this Contract amounts that equal or are estimated to equal the amount of claims, including fines, resulting from failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement the SWPPP in accordance with provision 12 of the Special Provisions.

- 8.10.7 In accordance with California Civil Code Section 2782(a), nothing in the Contract will be construed to indemnify the City for its sole negligence, willful misconduct, or for defects in design furnished by the City. By execution of the Contract Documents the Contractor acknowledges and agrees that the Contractor has read and understands the insurance and indemnity requirements of the Contract Documents, which are material elements of consideration.
  - 8.10.8 The defense and indemnification obligations of these Contract Documents are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in these Contract Documents.
  - 8.10.9 Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of these Contract Documents for the full period of time allowed by law.
  - 8.10.10 If Contractor fails to perform any of the foregoing defense and indemnity obligations, the City may defend itself and back-charge the Contractor for the City's costs and fees (including attorneys' and consultants' fees), and damages and withhold such sums from progress payments or other Contract monies which may become due.
- 8.11 Licenses/Permits. The Contractor must, without additional expense to the City, obtain all licenses, permits and other approvals required for the performance of the Work.
- 8.12 California Labor Code Requirements.
- 8.12.1 In accordance with California Labor Code Section 1771.1, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The Contractor and subcontractors engaged in performance of the Work must comply with Labor Code Section 1771.1.

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- 8.12.2 In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under the Agreement.
- 8.12.3 In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- 8.12.4 The Contractor and its subcontractors will forfeit as a penalty to the City \$25 for each worker employed in the performance of the Work for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 et seq.
- 8.12.5 In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Contractor and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.
- 8.12.6 In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the Work must comply with Labor Code Section 1775 which establishes a penalty of up to \$200 per day for each worker engaged in the performance of the Work that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefor unless the Contractor had knowledge of that failure

or unless the Contractor fails to comply with all of the following requirements:

- 8.12.6.1 The contract executed between the Contractor and the subcontractor for the performance of part of the Work must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - 8.12.6.2 The Contractor must monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
  - 8.12.6.3 Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.
  - 8.12.6.4 Prior to making final payment to the subcontractor, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to employees engaged in the performance of the Work and any amounts due pursuant to California Labor Code Section 1813.
- 8.12.7 In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the Work, must keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 must be certified and must be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations and must otherwise be available for inspection in accordance with California Labor Code Section 1776.



- 8.12.8 In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- 8.12.9 In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the Work to employ on the Work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.
- 8.13 Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the Technical Specifications or Project Plans is to be construed to permit Work not conforming to these codes:
- National Electrical Safety Code, U. S. Department of Commerce
  - National Board of Fire Underwriters' Regulations
  - California Building Standards Code as adopted by the City
  - California Plumbing Code as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
  - California Mechanical Code as amended by applicable local ordinances for all construction work.
  - California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
  - Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
  - Industrial Accident Commission's Safety Orders, State of California
  - Regulations of the State Fire Marshall (Title 19, California Code of Regulation) and Applicable Local Fire Safety Codes
  - Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies
  - Federal, state, and local air pollution control laws and regulations applicable to the Contractor and/or Work
- 8.14 Guaranty. The Contractor guarantees all of the Work for one year from the date the City accepts the Work. Upon receiving written notice of a need for

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repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the City. If the Contractor fails to make good any defects in the Work in accordance with this provision, in addition to any other available remedy under the contract or at law or equity, the City may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's maintenance bond for the cost of making good such defects and for the City's reasonable legal costs, if any, of recovering against the bond. The Contractor shall remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the City.

Where defective or rejected Work and any damage caused thereby has been corrected, removed, or replaced by the Contractor pursuant to this section, the guarantee period with respect to that Work shall be extended for an additional period of one year after such correction, removal, or replacement has been satisfactorily completed.

#### 8.15 Safety.

8.15.1 In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the City nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work. The Contractor agrees that neither the City, the Construction Manager, the Architect, nor the Engineer will be responsible for having hazards corrected and/or removed at the Work site. The Contractor agrees that the City will not be responsible for taking steps to protect the Contractor's employees from such hazards, or for instructing the Contractor's employees to recognize such hazards or to avoid the associated dangers. The Contractor agrees with respect to the Work and the Work site, the Contractor will be responsible for not creating hazards and for having hazards corrected and/or removed, for taking appropriate, feasible steps to protect the

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Contractor's employees from such hazards and that the Contractor has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers.

- 8.15.2 Review and inspection by the City, the Construction Manager, the Architect or Engineer, and/or other representatives of the City of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.
- 8.15.3 The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.
- 8.15.4 Within ten (10) working days following notice of award the Contractor must submit to the City a copy of the Contractor's Safety Plan.
- 8.15.5 The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 et seq. of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.
- 8.16 Assignment of Unfair Business Practice Claims. In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.
- 8.17 Contractor shall be responsible for properly notifying residents and property owners impacted by this project in accordance with City standards. Specific notification procedures vary with the type of work and shall be coordinated with the City before work begins. The City will furnish a list of impacted property owners.

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- 8.18 Contractor shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

## 9. MEASUREMENT AND PAYMENT

- 9.1 F.O.B. All shipments must be F.O.B. destination to the Work site and/or other sites indicated in the Contract Documents. The Contract Price is all-inclusive (including sales tax). There shall be no additional compensation paid for containers, packing, unpacking, drayage or insurance.

### 9.2 Payment

- 9.2.1 On or about the first day of each calendar month the Contractor will submit to the Construction Manager a verified application for payment and schedule of values supported by a statement showing all materials actually installed during the preceding month and the cost of labor actually expended in the performance of the Work. **Billing must be received on a monthly basis, at a minimum.** Unless otherwise provided in the Contract Documents, no allowances or payments will be made for material or equipment not placed at the Work site.
- 9.2.2 To be eligible for payment the Contractor's applications for payment must include certified payroll reports prepared in accordance with California Labor Code Section 1776 and the Agreement for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months, applications for payment will not be processed without certified payroll reports.
- 9.2.3 In accordance with California Public Contract Code Section 20104.50, the City will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven (7) days after receipt by the City, along with a written description of the reasons why the application is improper. The Contractor's failure to submit a schedule in the time specified in Section 3.8, or its submission of a schedule to which the City has taken any uncorrected exception, shall serve as a basis for returning an application for payment in its entirety.
- 9.2.4 Unless the Contractor has elected to post securities in lieu of retention in accordance with California Public Contract Code Section 22300 and the Agreement, and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Agreement, the City will make progress payments to the Contractor in accordance with applicable law in the amount of ninety-five (95) percent of the value of the labor actually performed and the material

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incorporated in the Work as specified in Contractor's verified application for payment upon approval by the City's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed. If the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code Section 22300 and the Agreement and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Agreement, the City will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.

- 9.2.5 The City will pay the Contractor's final invoice in accordance with applicable law and this Section 9 following acceptance of the Work provided that:
- 9.2.5.1 The Contractor has furnished evidence satisfactory to the City that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the City.
  - 9.2.5.2 No claim has been presented to the City by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.
  - 9.2.5.3 No other claim or dispute exists under the Agreement or applicable law concerning payment of the Contractor's final invoice and/or release of the Agreement retention.
  - 9.2.5.4 The Contractor has filed with the City the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety insurer acceptable to the City and such Maintenance Bond binds the Contractor as Principal and the Surety in accordance with its terms in the amount of 10% of the final Contract Price.
- 9.2.6 In accordance with California Public Contract Code Section 20104.50, if the City fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the City will pay the Contractor interest equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of days available to the City to make a payment without incurring an interest obligation pursuant to this provision and California Public Contract Code Section 20104.50 will be reduced by the number of days, if any, by which the City has delayed return of an application for payment beyond the seven day return requirement set forth in Section 9.2.5.

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- 9.3 Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Agreement. The following costs may only be paid under the Agreement, if at all, as part of any allowance for contractor overhead and/or profit established under the Agreement.
- 9.3.1 Labor costs in excess of applicable prevailing wages pursuant to the Agreement and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for contractor and subcontractor employees engaged in the performance of the Work or in excess of the labor costs specified in Section 4.5 of this Contract in the case of cost impacts involving items for which the Contract Documents do not specify prices and for which no lump sum amount has been approved by the City. However, in no event will allowable direct labor charges under the agreement include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.
  - 9.3.2 Superintendent labor and clerical labor.
  - 9.3.3 Bond premiums.
  - 9.3.4 Insurance in excess of that required under Section 8.8.
  - 9.3.5 Utility costs.
  - 9.3.6 Work Site office expenses.
  - 9.3.7 Home office expenses.
  - 9.3.8 Permit or license costs.
- 9.4 Retention. The City or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:
- 9.4.1 Defective work not remedied or uncompleted work.
  - 9.4.2 Claims filed or reasonable evidence indicating probable filing of claims.
  - 9.4.3 Failure to properly pay subcontractors or to pay for material or labor.
  - 9.4.4 Reasonable doubt that the Work can be completed for the balance then unpaid.
  - 9.4.5 Damage to another contractor.
  - 9.4.6 Damage to the City.

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- 9.4.7 Damage to a third party.
- 9.4.8 Delay in the progress of the Work, which, in the City's judgment, is due to the failure of the Contractor to properly expedite the Work.
- 9.4.9 Liquidated damages or other charges that apply to the Contractor under the Agreement.
- 9.4.10 Any other lawful basis for withholding payment under the contract.
- 9.5 Securities in Lieu of Retention.
  - 9.5.1 In accordance with Public Contract Code Section 22300, except where federal regulations or policies do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the City to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement. The Escrow for Security Deposit agreement is provided in the Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to the Contractor.
  - 9.5.2 Alternatively, at the Contractor's request and expense, the City will pay retentions earned directly to the escrow agent. At the Contractor's expense, the Contractor may direct investment of the payments into securities. Upon satisfactory completion of the Work, the Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City pursuant to this provision and the terms of the Escrow for Security Deposit agreement. The Contractor will, within 20 days of receipt of payment, pay to each subcontractor the respective amount of interest earned, less costs of retention withheld from each Subcontractor, on monies withheld to ensure the Contractor's performance of the Work.
  - 9.5.3 Securities eligible for investment in accordance with this provision include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.
  - 9.5.4 The Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

## 10. PROJECT ACCEPTANCE AND CLOSEOUT

- 10.1 Occupancy. The City reserves the right to occupy or use any part or parts or the entirety of the Work before the Work is fully performed. Subject to

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applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the City's rights under the Agreement, any Agreement bonds, or at law or equity. Occupancy or use shall not waive the City's rights to assess liquidated damages in accordance with Section 7 after the date of such occupancy or use.

10.2 Work Completion and Final Inspection. When the Contractor considers the Work is completed, the Contractor will submit written certification to the Construction Manager specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the City's representative and are operational. The City and/or the City's authorized representatives will make an inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work. The Contractor will take immediate steps to remedy the stated deficiencies and give notice of correction to the Construction Manager. Upon receiving a notice of correction, the City or the City's authorized representatives will re-inspect the Work. The Contractor must correct all punch list items within 15 working days after the issuance of the punch list. Before acceptance of the Work the Contractor must submit: one set of the Project Record Drawings (As-Built), and any equipment operating and maintenance instructions and data, warranties.

10.3 Work Acceptance.

10.3.1 All finished Work will be subject to inspection and acceptance or rejection by the City, the Construction Manager, and the Architect or Engineer and other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the City.

10.3.2 The City will accept the Work in writing only when the Work has been completed to the City's reasonable satisfaction. Progress payments will in no way be construed as acceptance of any part of the Work.

10.3.3 In evaluating the Work, no allowance will be made for deviations from the Technical Specifications, Project Plans or other Contract Documents unless already approved in writing in accordance with the requirements of Section 4, above.

10.3.4 The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making

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good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.

- 10.3.5 None of the provisions of this section, including acceptance of the Project, final payment, or use or occupancy of the Project Site shall constitute acceptance of Work not done in accordance with the Contract Documents nor relieve Contractor of liability relating to the express guarantees or responsibility for faulty materials or workmanship. Nothing in this section or the Contract Documents shall be construed to limit, relieve, or release Contractor's, subcontractors', and materials suppliers' liability to the City for damages sustained as a result of latent defects in materials, equipment, or the Work caused by the Contractor, its agents, suppliers, employees, or Subcontractors.

## 11. REMEDIES AND DISPUTES

- 11.1 Failure to Correct Work. Within ten (10) working days of receiving written notice from the City describing Work that is defective or that is otherwise not in accordance with the requirements of the Agreement and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the City written notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence correction of such Work in accordance with the City's notice and the Agreement. If the Contractor and/or the Contractor's sureties do not give the City written notice of intent to correct such Work and commence correction of such Work within ten (10) working days of receipt of the City's notice, then the City may correct such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other remedies that the City may have under the Agreement and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor. Contractor shall not be entitled to an extension of the Time of Completion because of a delay in the performance of the Work attributable to the City's exercise of its rights under this section.

### 11.2 Termination for Cause

- 11.2.1 In accordance with California Public Contract Code Section 7105, in addition to all other available remedies that the City may have under the Agreement, and at law or equity, the City may terminate the Contractor's control of the Work for any material breach of the Contract, including, but not limited to the following:

- 11.2.1.1 If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work

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and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for due to reasons beyond the control of the Contractor pursuant to the Contract Documents.

- 11.2.1.2 If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
  - 11.2.1.3 If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.
  - 11.2.1.4 If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the performance of the Work in accordance with the Contract Documents and applicable law.
  - 11.2.1.5 If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the Work, or the instructions of the City, the Construction Manager, the Architect, or other authorized representatives of the City.
- 11.2.2 If the City intends to terminate the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the City's intent to terminate the Contractor's control of the Work will be given by registered or certified mail and specify the grounds for termination, the required cure and the time by which the cure must be effected. Upon receipt of notice of the City's intent to terminate the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the Contractor will have ten (10) days from receipt of the notice or a longer time specified in the notice to cure its default. If the Contractor does not affect the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by registered or certified mail. The notice of termination will specify: that upon receipt of the notice the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Agreement; and

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that if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the Agreement and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Agreement within ten (10) days after receipt of notice of termination that the City may declare the Contractor's sureties in default and take over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other available remedies that the City may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.

- 11.2.3 Upon termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, the Contractor will, if so directed by the City, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the Work.
- 11.2.4 Upon termination of the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the City reserves the right to refuse tender of the Contractor by any surety to complete the Work.
- 11.2.5 If the City completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the City and/or others arising out of the Agreement and any other charges that apply to the Contractor under the Agreement, the difference will be paid to the Contractor. If such expenses of completing the Work

exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the City.

- 11.2.6 If the Agreement or Contractor's control of the Work is terminated for any reason, Contractor waives all consequential damages resulting therefrom, including, but not limited to, the loss of any anticipated profit by the Contractor for the Work, the loss of profit on any potential or future jobs, and the loss of bonding capacity.
- 11.2.7 In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the City and the Contractor may, by written agreement, terminate the Agreement. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the contract price shall control. The parties may in any other case adopt the contract price as the reasonable value of the work or any portion of the work done.
- 11.2.8 In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have following a termination for convenience. Any contractor claim arising out of a termination for cause shall be made in accordance with this section.

### 11.3 Termination for Convenience.

- 11.3.1 The City may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that termination is in the City's best interest. Termination shall be effected by the City delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.

- 11.3.2 Contractor shall comply strictly with the City's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.
- 11.3.3 Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by: (i) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule; and (ii) offset by payments made and other contract credits. In connection with any such calculation, however, the City shall retain all rights under the Contract Documents including, without limitation, claims, indemnities, or setoffs.
- 11.3.4 Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

#### 11.4 Disputes.

The procedure set forth in California Public Contracts Code section 9204 (as summarized in Exhibit A attached hereto) shall apply to all "claims" by the Contractor on the City, as that term is defined in Section 9204. With respect to "claims" or any portion of a claim not resolved by way of the procedure set forth in Section 9204, the following procedure shall thereafter apply as follows:

- 11.4.1 In accordance with California Public Contract Code Section 20104.2, the following procedures apply to claims of \$375,000 or less between the Contractor and the City:
  - 11.4.1.1 The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
  - 11.4.1.2 For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.
    - 11.4.1.2.1 If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.

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- 11.4.1.2.2 The City's written response to the claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- 11.4.1.3 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.
  - 11.4.1.3.1 If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.
  - 11.4.1.3.2 The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- 11.4.1.4 If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- 11.4.1.5 Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from

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the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

11.4.1.6 This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

11.4.2 In accordance with California Public Contract Code Section 20104.4, the following procedures apply to civil actions to resolve claims of \$375,000 or less between the City and the Contractor:

11.4.2.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

11.4.2.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

11.4.2.2.1 Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties,

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except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

11.4.2.2.2 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

11.4.2.3 The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

11.4.3 In accordance with California Public Contract Code Section 20104.6:

11.4.3.1 The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

11.4.3.2 In any suit filed under Public Contract Code Section 20104.4 concerning this contract, the City shall pay interest at the legal rate on any arbitration award or judgment. Such interest shall accrue from date the suit was filed.

## 11.5 Non-Waiver.

11.5.1 Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

11.5.2 Neither acceptance of the whole or any part of Work by City nor any verbal statements on behalf of City or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to City herein nor any right to damages provided in the Contract Documents.



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

### **CONTRACT, PART 3**

### **SPECIAL PROVISIONS**

#### **12. SPECIAL PROVISIONS**

##### **12.1 Description of Work.**

The Work in general consists of targeted surface repairs, including patching of large potholes and restoration of deteriorated wheel paths on identified streets and other such items of work as are required to complete the project in accordance with this Contract, the Project Plans and Technical Specifications.

The estimate of the quantities of work to be done is approximate only, being as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or any portion of the work as directed by the Construction Manager.

Incidental items of construction necessary to complete the whole Work in a satisfactory and acceptable manner as shown on the Project Plans and as provided for in the Technical Specifications and not specifically referred to in this section, will be understood to be furnished by the Contractor.

##### **12.2 Construction Limitations.**

The Contractor will be expected to conduct his or her operations in a manner that creates a minimum of damage to the natural vegetation and landscape. Ingress and egress must be via the existing driveways. Care must be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include dust control, backfilling trenches immediately following pipe laying and temporary fencing as required. Excavation made under this Contract must be backfilled before leaving the Work for the night.

The Contractor will be responsible for obtaining permission from the property owners for any construction outside of the Work site or easements as shown on the plans. Equipment will be restricted to the immediate area of construction, pipe trenches will be backfilled as soon as possible.

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Receptacles for construction residue, including oil, cleaning fluids, and litter must be covered. Such residues must be disposed of in a proper manner.

Construction activity within the existing right-of-way must be scheduled to minimize traffic inconvenience and safety hazards to motorists, pedestrians and cyclists.

### 12.3 Storm Water Pollution Prevention.

All proposed development associated with this project shall be compliant with the Fort Bragg Municipal Code (FBMC) sections 17.64 [Stormwater Runoff Pollution Control] Standards for development and section 12.14 [Drainage Facility improvements]. [COASTAL ZONE Projects]

AND

All proposed development associated with this project shall be compliant with the Fort Bragg Municipal Code (FBMC) sections 18.64 [Stormwater Runoff Pollution Control] Standards for development and section 12.14 [Drainage Facility improvements]. [INLAND Projects]

The contractor shall implement stormwater management practices throughout the construction phase to minimize erosion and sedimentation, comply with all local, state, and federal regulations, and protect water quality.

1. General Requirements. The contractor must comply with all applicable water pollution control laws, regulations, and ordinances. The contractor shall implement Best Management Practices (BMPs) to minimize water pollution during construction activities.
2. Temporary Erosion and Sediment Control. Install BMPs appropriate to the site, such as silt fences, straw bales, stabilized construction entrances, and/or sediment traps around the work area to prevent soil erosion and sediment runoff. Grading operations shall be conducted in a manner that reduces the potential for erosion.
3. Inlet Protection. Install inlet protection devices (such as filter fabric or gravel bags) at storm drain inlets to filter sediment from stormwater runoff before entering the drainage system.
4. Site Management. Designate a concrete washout area to prevent contaminated runoff from entering water bodies. Maintain all equipment to prevent leaks and spills, and have spill containment measures in place on-site.

5. Material Handling and Storage. Store chemicals, fuels, lubricants, and any potential pollutants in covered areas to prevent exposure to rainwater. Ensure that any storage containers are in good condition and meet environmental standards.
6. Maintenance. Inspection and maintenance of all stormwater controls shall occur weekly, both before and after rainfall events (greater than 0.5 inches). Remove accumulated sediment and debris from erosion and sediment control measures to ensure continued functionality.
7. Monitoring and Reporting. The contractor shall conduct routine inspections of erosion and sediment control measures. Any spills or leaks must be reported immediately to the City Construction Project Manager and managed according to established protocols.

Portions of the Work that may be subject to the BMPs include, but are not limited to clearing, grading, stockpiling and excavation.

Any fines, damages, Work delays or other impacts that result from failure of the Contractor or privities or agents of the Contractor to fully comply with the requirements of the General Permit or to fully implement the SWPPP will be solely the responsibility of the Contractor.

#### 12.4 Maintaining Traffic and Pedestrian Operations.

The Contractor must conduct his or her operations so as to cause the least possible obstruction and inconvenience to public traffic. Unless otherwise approved by the Construction Manager, all traffic must be permitted to pass through the Work.

Due to the need to accommodate and minimize inconvenience to the public, unless expressly specified or approved in writing by the Construction Manager, no road closures will be permitted. Public vehicular and pedestrian traffic must be allowed to travel through the Work area with an absolute minimum of interruption or impedance unless otherwise provided for in the Special Provisions or approved in writing by the Construction Manager. The Contractor must make provisions for the safe passage of pedestrians around the area of Work at all times.

Residents affected by construction must be provided passage and access through the Work area to the maximum extent possible. Where existing driveways occur on the street, the Contractor must make provisions for the trench crossings at these points, either by means of backfill or by temporary

bridges acceptable to the Construction Manager, so that the length of shut-down of any driveway is kept to a minimum. In addition, all driveways must be accessible at the end of each workday, and no driveway or property access may be closed for more than four (4) hours during the workday. Access to driveways, houses, and buildings along the road or street must be as convenient as possible and well maintained, and all temporary crossings must be maintained in good condition. To minimize the need for and complexity of detours, not more than one crossing or street intersection or road may be closed at any one time without the written approval of the Construction Manager.

The Contractor must provide multiple, advance written notices of closures to all affected property owners in a form approved by the Construction Manager.

Except as otherwise approved by the Construction Manager, the stockpiling or storing of material in City streets or rights of way shall be prohibited. Where this is unavoidable, all such materials must be piled or stored in a manner that will not obstruct sidewalks, driveways, or pedestrian crossings. Gutters and drainage channels must be kept clear and unobstructed at all times. All such materials shall be stored and handled in a manner that protects City streets, sidewalks, or other facilities from damage.

Where approved in advance by the Construction Manager, the Contractor must construct and maintain detours for the use of public traffic at his or her own expense. Failure or refusal of the Contractor to construct and maintain detours so approved at the proper time will be a material breach of the Contract subject to any and all remedies available pursuant to the Contract Documents and at law and equity. Such remedies include, but are not limited to, termination pursuant to Section 11.

Throughout performance of the Work, the Contractor must construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for the public and private traffic at all times including Saturdays, Sundays and holidays.

The Contractor will be responsible for keeping all emergency services, including the Fort Bragg police and fire departments informed of obstructions to, or detours around any public or private roads caused by reasons of his or her operations.

The Contractor must comply with the State of California, Department of Transportation Manual of warning signs, lights, and devices for use and performance of work within the job site.

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The fact that rain or other causes, either within or beyond the control of the Contractor, may force suspension or delay of the Work, shall in no way relieve the Contractor of his or her responsibility of maintaining traffic through the Project and providing local access as specified in this section. The Contractor must, at all times, keep on the job such materials, force and equipment as may be necessary to keep roads, streets and driveways within the Project open to traffic and in good repair and shall expedite the passage of such traffic, using such force and equipment as may be necessary.

Full compensation for conforming to the requirements of this section will be deemed included in the prices paid or the various Contract items of Work, and no additional allowances will be made therefor.

#### 12.5 Public Safety.

The Contractor must at all times conduct the Work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the Work.

No pedestrian or vehicle access way may be closed to the public without first obtaining permission of the Construction Manager.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Construction Manager, the warning devices furnished by the Contractor are not adequate, the City may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations, and the Contractor will be liable to the City for, and the City may deduct from amounts due or that may become due to the Contractor under the Contract, all costs incurred including, but not limited to, administrative costs.

Nothing in this section will be construed to impose tort liability on the City or Construction Manager.

Contractor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in

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the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

#### 12.6 Protection of Existing Facilities and Property.

The Contractor must notify Underground Service Alert (USA) for marking the locations of existing underground facilities.

Subject to Section 5 of the General Provisions, the Contractor must take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the Work site. Subject to Section 5 of the General Provisions, no error or omission of utility markouts will be construed to relieve the Contractor from his responsibility to protect all underground pipes, conduits, cables or other structures affected by the Work.

The existing underground facilities in the area of Work may include telephone, television and electrical cables, gas mains, water mains, sewer pipe and drainage pipe. The various utility companies must be notified before trenching begins and at such other times as required to protect their facilities. Subject to Section 5 of the General Provisions, all underground facilities must be located and exposed ahead of trenching to prevent damage to the facilities, and to determine the depth and character of all facilities that cross or infringe on the trench prism. The Contractor must immediately notify the Construction Manager of any facilities found. If damage should occur to the existing facilities, the utility company and the City must be notified immediately and, subject to Section 5 of the General Provisions, repairs acceptable to the utility company must be made at the Contractor's expense.

The Project Plans show the underground utilities on the site of the construction insofar as they are known to the City. The drawings may not show facilities apparent from visual inspection of the site or service laterals or appurtenances, the existence of which can be inferred from the presence of other visible facilities such as buildings, meters, junction boxes, etc. on or adjacent to the construction site.

If in the performance of the Work an existing utility is encountered that is not shown on the Project Plans and is not apparent or inferable from visual inspection of the Project site, the Project Inspector must be notified immediately. The Construction Manager will determine, subject to Section 5 of the General Provisions, whether the Project Plans or Technical Specifications should be modified, or whether the existing utility should be

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relocated or whether the Contractor must work around the existing utility. Subject to Section 5 of the General Provisions, the Contractor must replace, at his or her own expense, in as good condition as they were prior to the start of construction, all existing improvements and surroundings damaged by his or her operation. Reconstruction of all existing improvements must conform to CITY OF FORT BRAGG Public Works Standard Specifications and Details under the direction of and subject to the acceptance by the Construction Manager.

Subject to Section 5 of the General Provisions, should the Contractor fail to take adequate measures to avoid injury or damage to the facilities described above, the City may take any actions necessary to protect such facilities from the Contractor's operations. Subject to Section 5 of the General Provisions, the City may withhold the cost of injury to existing surface and underground utility facilities in and near the Work site from amounts due or that may become due the Contractor.

#### 12.7 Preconstruction Conference.

A pre-construction conference will be scheduled, at which time the Contractor must present his or her proposed work schedule in accordance with Section 3.8 of the General Provisions, information concerning offsite yards, Subcontractors, location of disposal and stock pile areas, and traffic control plans. All such schedules will be subject to the approval of the Construction Manager and the applicable agencies.

City will schedule and administer intermittent progress meetings throughout duration of work. City will determine the location and time for the meetings.

#### 12.8 Owner Notification.

The Contractor must notify all property owners and businesses affected by the Work at least 48 hours before Work is to begin. The notice must be in writing in the form of a door hanger, and must indicate the Contractor's name and phone number, type of work, day(s) and time when Work will occur. Notices must be reviewed in advance and approved by the Construction Manager.

#### 12.9 Emergency Service Providers Notifications.

The Contractor must furnish the name and phone number of a representative that can be contacted in the event of an emergency. Said information must be reported to the City Police Department dispatcher, and updated as required to provide 24-hour phone access.

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#### 12.10 Clean up.

Attention is directed to Section 4-1.02 of the Caltrans Standard Specifications, which section is made a part of this Contract.

Before final inspection of the Work, the Contractor must clean the construction site and all ground occupied by him in connection with the Work, of all rubbish, excess material, falsework, temporary structures and equipment. All parts of the Work shall be left in a neat and presentable condition.

Nothing herein shall require the Contractor to remove warning, regulatory, and guide signs prior to formal acceptance by the Construction Manager.

#### 12.11 Payment.

Payment for all work and work requirements specified in these Special Provisions shall be considered as included in the Contract Price and no additional allowances shall be made therefore.

#### 12.12 Construction Staking.

Attention is directed to Section 3.9 of the General Provisions for information on Construction Staking.

#### 12.13 Materials Testing Allowance.

Attention is directed to Section 3.10 of the General Provisions for information on Materials Testing Allowance.

#### 12.14 Obstructions.

Attention is directed to Section 15, "Existing Highway Facilities," of the Caltrans Standard Specifications, which section is made a part of this Contract.

Attention is directed to the existence of overhead and underground power, telephone, and television cable poles, underground sewer mains and laterals, underground gas mains, and underground water mains and laterals within the area in which construction is to be performed.

Prior to starting the Work, the Contractor must (a minimum of 2 working days in advance) call Underground Service Alert (USA), toll free, at 811, and

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provide USA with all necessary data relative to the proposed work. USA will accept calls and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m. calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours and on Saturdays, Sundays and holidays, the Contractor shall contact the organization owning the affected facility. Upon notification, agencies having facilities in the area of the proposed excavation will mark their locations in the field using USA standard colors and codes to identify the facility.

The Contractor will be required to work around public and private utility facilities and other improvements that are to remain in place within the construction area, and he will be held liable to the owners of such facilities for interference with service resulting from his operations.

#### 12.15 Hours of Work.

Unless otherwise specified herein, all construction activity, except for emergency situations, will be confined to Monday through Friday between the hours of 7:30 a.m. and 6:00 p.m., to minimize nuisances to local residents. Mufflers and/or baffles will be required on all construction equipment to control and minimize noise. The Contractor must comply with all applicable noise regulations in the City's Zoning Ordinance.

Saturdays, Sundays, holidays and overtime shall not be regarded as working days. Work shall not be allowed on non-working days without the expressed approval of the Construction Manager. The Contractor shall make a request for approval in writing with the stipulation (implied or expressed) that the Contractor shall pay for all overtime labor charges at the applicable hourly rate of the City or contract employee performing duties of inspector and/or resident engineer. All overtime labor charges shall be deducted from the final payment along with any liquidated damages.

Work necessary for the proper care and protection of work already performed or in case of emergency may be allowed without permission of the Construction Manager.

#### 12.16 Dust Control.

The Contractor must furnish all labor, equipment, and means required and carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance. The

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Contractor will be responsible for any damage resulting from any dust originating from the performance of the Work. The use of water resulting in mud on streets, sidewalks, or driveways, will not be permitted as a substitute for sweeping or other methods of dust control. The Contractor may not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

Dust control must conform to the provisions in Sections 10-5, "Dust Control" and Section 18, "Dust Palliatives" of the Caltrans Standard Specifications, which section is made a part of this Contract.

#### 12.17 Water for Construction and Dust Control.

Unless otherwise provided, the Contractor will be responsible for applying to the City's Utility Department to establish utility accounts (at no charge) for all water necessary to perform the Work. The Contractor must comply with all City requirements for construction water, including provision of deposits and provision of backflow prevention devices. In accordance with State law, backflow prevention devices for construction water connections must be re-tested when relocated. The Contractor will be responsible for the cost of any re-testing.

The Contractor is prohibited from operating gate valves, fire hydrants, pumps or any other components of the City water system. The Contractor must contact the City's utilities staff, a minimum of twenty-four (24) hours in advance, to operate these or any other components on the City water system.

#### 12.18 Protection and Restoration of Vegetation.

Trees, lawns, shrubbery and vegetation that are not to be removed must be protected from damage or injury. Existing trees, shrubs, and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, must be replaced by the Contractor in accordance with the requirements in Section 20-3.01C, "Replacement," of the Caltrans Standard Specifications. Section 20-3.01C of the Caltrans Standard Specifications is made a part of this Contract.

When it is necessary to excavate adjacent to existing trees, shrubs, or hedges, the Contractor must use all possible care to avoid injury to the trees, shrubs, or hedges and their roots. No roots or limbs two inches (2") or larger in diameter may be cut without the express approval of the Construction Manager.

City of Fort Bragg  
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All roots two inches (2") in diameter and larger left in place must be wrapped with burlap to prevent scarring or excessive drying. When it is necessary to cut limbs and branches of trees to provide clearance for equipment used in construction, the Contractor must repair the damaged areas by properly painting with an emulsified asphalt type seal. All cuts through 1/2" or larger roots and limbs must be hand trimmed and cleanly cut before being repaired.

#### 12.19 Surplus Material.

All material removed or excavated during the course of construction will be surplus. All surplus material will be the property of the Contractor and be disposed of outside the right-of-way, unless the City elects to salvage certain objects that are determined to be of historical interest. The City reserves the right of ownership of all objects that it elects to salvage, and the Contractor must protect such objects from subsequent damage until delivered unto the care of the owner.

#### 12.20 Cultural Resources.

In accordance with the National Historic Preservation Act of 1966 (16 U.S.C. 470), the following procedures are implemented to ensure historic preservation and fair compensation to the Contractor for delays attendant to the cultural resources investigation. The Contractor hereby agrees to comply with these procedures.

#### 12.21 Historical Finds.

In the event potential historical, architectural, archeological, or cultural resources (hereinafter called cultural resources) are discovered during subsurface excavations at the site of construction, the following procedures will apply:

1. The Contractor must immediately notify the Construction Manager and stop any Work that may jeopardize the find pending an investigation of its significance;
2. The Construction Manager will select a qualified archeologist (such as through the Northwest Information Center at Sonoma State University or other official contact) and wait for an archaeologist to complete an evaluation of significance before continuing Work in that area.
3. The Construction Manager will supply the Contractor with a "Stop Work Order" directing the Contractor to cease all portions of the Work that the Construction Manager determines may impact the find. The "Stop Work Order" will be effective until a qualified archaeologist assesses

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the value of the potential cultural resources. The "Stop Work Order" will contain the following:

- a. A clear description of the Work to be suspended;
  - b. Any instructions regarding issuance of further orders by the Contractor for materials services;
  - c. Guidance as to action to be taken regarding Subcontractors;
  - d. Any direction to the Contractor to minimize costs; and
  - e. Estimated duration of the temporary suspension.
4. If the archaeologist determines the potential find is a bona fide cultural resource, the Construction Manager may extend the duration of the "Stop Work Order" in writing, and if so the "Stop Work Order" will remain in effect and Work subject to the "Stop Work Order" may not resume until authorized by the Construction Manager.

#### 12.22 Cultural Resources Defined.

Possible indicators that a cultural resource has been found include, but are not limited to the following:

1. Prehistoric-era archaeological site indicators: obsidian tools, tool manufacture waste flakes, grinding and other implements, dwelling sites, animal or human bones, fossils, and/or locally darkened soil containing dietary debris such as bone fragments and shellfish remains;
2. Historic-era site indicators: ceramic, glass, and/or metal.

#### 12.23 Construction Manager's Discretion.

Once possible cultural resources are found at the Work site, the Construction Manager may use discretion to continue the Work, regardless of the cultural resource find, if the Construction Manager determines that there are overriding considerations such as the instability of the excavation site, the existence of adverse weather or other conditions that would preclude leaving the site exposed, or if the site would be unsafe to workers who would retrieve cultural resource items from therein.

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

### CONSTRUCTION PERFORMANCE BOND

**(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)**

THIS CONSTRUCTION PERFORMANCE BOND (Bond), dated \_\_\_\_\_, is in the amount of \_\_\_\_\_ (Penal Sum), which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to \_\_\_\_\_ (Contractor), \_\_\_\_\_ (Surety), City of Fort Bragg (City), or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Place of Business

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

CONSTRUCTION CONTRACT:

Agreement for the \_\_\_\_\_ (Project) located at \_\_\_\_\_ (Address), California, dated \_\_\_\_\_, in the amount of \_\_\_\_\_.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

City of Fort Bragg  
Patch Paving Project  
Construction Performance Bond

## BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and the State of California for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
  - 3.1 City provides Surety with written notice that City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2 City has agreed to pay the Balance of the Contract Sum:
    - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
    - 3.2.2 To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When City has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without City's consent; or
  - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to City for a contract for performance and completion of the Construction Contract and, upon determination by City of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by City and the contractor or Contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety

City of Fort Bragg  
Patch Paving Project  
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equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to City the amount of such excess; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with City, determine in good faith its monetary obligation to City under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to City with full explanation of the payment's calculation. If City accepts Surety's tender under this Paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by City and Surety at the time of tender. If City disputes the amount of Surety's tender under this Paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.
5. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Construction Contract obligations. Surety's obligations include, but are not limited to:
  - 6.1 Contractor's obligations to complete the Construction Contract and correct Defective Work;
  - 6.2 Contractor's obligations to pay liquidated damages; and
  - 6.3 To the extent otherwise required of Contractor under the Construction Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).



7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes City to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which City is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.
8. If Surety elects to act under Paragraphs 4.1, 4.2, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.
9. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any City action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any City action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an City Default.
11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the Superior Court of the County of Mendocino, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from City to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.
12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in the Construction Contract. Actual receipt of notice by

City of Fort Bragg  
Patch Paving Project  
Construction Performance Bond

Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
14. Definitions
  - 14.1 Balance of the Contract Sum: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
  - 14.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
  - 14.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in the Construction Contract.
  - 14.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

**END OF DOCUMENT**

City of Fort Bragg  
Patch Paving Project  
Construction Performance Bond

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

**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

**(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)**

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 WHEREAS, the City of Fort Bragg, 416 N. Franklin Street, Fort Bragg, California 95437 (City) has awarded a Contract to \_\_\_\_\_ as Principal, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the Contract), titled THE \_\_\_\_\_ PROJECT in the amount of \$\_\_\_\_\_, which Contract is by this reference made a part hereof, for the work of the following Contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.02 WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

1.03 NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto City in the sum of 100% OF THE CONTRACT PRICE (\$\_\_\_\_\_), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by City, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond,

City of Fort Bragg  
Patch Paving Project  
Construction Labor & Material Payment Bond

plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

- 1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
- 1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- 1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing City's rights against the other.
- 1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**SURETY**

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**END OF DOCUMENT**

City of Fort Bragg  
Patch Paving Project  
Construction Labor & Material Payment Bond

FORT BRAGG  
416 Franklin Street  
Fort Bragg, California 95437

### MAINTENANCE BOND

**(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the CITY OF FORT BRAGG has awarded to \_\_\_\_\_, (designated as the "PRINCIPAL") a contract for the \_\_\_\_\_ Project, Project No. \_\_\_\_\_, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned \_\_\_\_\_, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the CITY OF FORT BRAGG, (designated as the "OBLIGEE"), in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, being a sum not less than ten percent (10%) of the final Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ the name and corporate seals

City of Fort Bragg  
Patch Paving Project  
Construction Labor & Material Payment Bond

of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL

By:\_\_\_\_\_

(Acknowledgement)

Title:\_\_\_\_\_

(Corporate Seal)

SURETY

By:\_\_\_\_\_  
(Attorney-in-fact)

(Acknowledgement)

Title:\_\_\_\_\_

*(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.*

**END OF DOCUMENT**

## **EXHIBIT A**

### **CLAIMS PROCEDURE**

#### **SUMMARY OF PUBLIC CONTRACT CODE § 9204**

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

#### **Initial Review**

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

#### **Meet & Confer**

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

#### **Mediation**

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

#### **Miscellaneous Provisions**

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.



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## CITY OF FORT BRAGG

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

### BID OPENING Stop Gap Patch Paving Project

Bids were opened on Monday, June 16, 2025, at 2:00 p.m. by Diana Paoli, City Clerk. City staff present in addition to the City Clerk included: Emily Reno and Chantell O'Neal.

One (1) bids were received. Said bids were from:

- |    |                             |                  |
|----|-----------------------------|------------------|
| 1. | Argonaut Constructors, Inc. | Base Bid: \$7.50 |
|    | 360 Sutton Place            |                  |
|    | Santa Rosa, CA 95407        |                  |

The bids contained bid security in accordance with the Notice Inviting Bids for this project.

The bids will be reviewed by City Staff and a recommendation will be made to the Fort Bragg City Council at their regular meeting of Monday, June 23, 2025, at 6:00 p.m., or as soon thereafter as the matter may be heard.

Dated: 6/16/25

Diana Paoli  
City Clerk

cc: Planholders

## RESOLUTION NO. PC 22-2024

**A RESOLUTION OF THE FORT BRAGG PLANNING COMMISSION  
RECOMMENDING THAT THE CITY COUNCIL SUBMIT LCP AMENDMENT 1-  
24 TO THE COASTAL COMMISSION TO: 1) AMEND MAP LU-4 OF THE  
COASTAL GENERAL PLAN TO ADD A THIRD PLAN AREA; AND 2) AMEND  
TABLE 2-10 OF THE CLUDC TO ALLOW A SCIENCE CENTER WITH A USE  
PERMIT IN THE PUBLIC FACILITIES ZONING DISTRICT; AND 3) AMEND  
THE ZONING MAP TO: A) REZONE THE NOYO CENTER PARCEL TO  
PUBLIC FACILITIES ZONING DISTRICT, AND B) REZONE THE COASTAL  
TRAIL PARCELS TO PARKS & RECREATION ZONING DISTRICT AND C)  
REZONE THE SHERWOOD VALLEY BAND OF POMO (SVBP) PARCEL AS  
RESIDENTIAL.**

**WHEREAS**, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the “City”) to enact local planning and land use regulations; and

**WHEREAS** the authority to adopt and enforce zoning regulations is an exercise of the City’s police power to protect the public health, safety, and welfare; and

**WHEREAS** the City of Fort Bragg (“City”) adopted a General Plan in 2002 which established policies for all lands within Fort Bragg city limits; and

**WHEREAS**, the City adopted a Coastal General Plan (“Coastal GP”) as the Land Use Plan portion of the Local Coastal Program on May 12, 2008 which established policies for all land within the Fort Bragg Coastal Zone; and

**WHEREAS**, in August 2008 the California Coastal Commission certified the City’s Local Coastal Program (LCP) which includes the Coastal GP as the Land Use Plan; and

**WHEREAS**, the City Council adopted Resolution 3162-2008 on May 12, 2008 adopting the Coastal General Plan; and

**WHEREAS**, the City adopted a Coastal Land Use and Development Code in 2008 as the implementing portion of the Local Coastal Program on May 12, 2008, which established all land use regulations for the Coastal Zone; and

**WHEREAS**, on April 23, 2018, the City Council adopted a resolution to submit LCP Amendment 3-17 to the Coastal Commission to revise Policy LU-7.1 and Policy LU-7.2 and Map LU-4 to require a comprehensive planning process instead of a Specific Plan for any future LCP amendment impacting land zoned Timber Resources Industrial; and

**WHEREAS**, on September 12, 2018 the California Coastal Commission certified the City’s LCP Amendment 3-17 submittal without making any changes; and

**WHEREAS**, the Coastal General Plan includes policies to: (1) advance the orderly growth and development of the City’s Coastal Zone; (2) protect coastal resources; (3) incorporate sustainability into the development process so that Fort

Bragg's coastal resources and amenities are preserved for future generations; (4) respond to current environmental and infrastructure constraints; (5) protect the public health, safety and welfare; and (6) promote fiscally responsible development; and

**WHEREAS**, Map LU-4 defines two Plan Areas for all future LCP amendments related to the Mill Site; and

**WHEREAS**, the City of Fort Bragg, the Noyo Center and the SVBP own significant property on the Mill Site, which has been through two comprehensive planning processes and these property owners are seeking to rezone their properties based on those comprehensive planning processes; and

**WHEREAS**, none of these property owners are financially able to undertake a comprehensive planning process for lands owned by Mendocino Railway; and

**WHEREAS**, the land owned by the City of Fort Bragg, the Noyo Center and SVBP total 126.3 acres or 36% of the Mill Site; and

**WHEREAS** the City, SVBP and the Noyo Center for Marine Science, seek to change the zoning of their respective properties to conform with current uses and proposed uses as follows: a) rezone the Noyo Center parcel to Public Facilities, and b) rezone the Coastal Trail parcels to Parks & Recreation, and c) rezone the SVBP parcel to Low-Density Residential; and

**WHEREAS**, The project is exempt from CEQA, as the "activities and approvals by a local government necessary for the preparation and adoption of a local coastal program or long range development plan" pursuant to the California Coastal Act are statutorily exempt from compliance with CEQA, and this statutory exemption "shifts the burden of CEQA compliance from the local agency to the California Coastal Commission (CEQA Guidelines § 15265 (c)); and

**WHEREAS** the Planning Commission held a duly noticed public hearing on August 14, 2024, to consider the LCP amendment, accept public testimony and provided direction to the consultant to revise the resolution and ordinance language; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Fort Bragg Planning Commission, based on the entirety of the record before it, which includes without limitation, CEQA, Public Resources Code §21000, et seq. and the CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg Coastal General Plan; the Fort Bragg Coastal Land Use and Development Code; the Project application; all reports and public testimony submitted as part of the Planning Commission meeting of August 14, 2024 and Planning Commission deliberations; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the Planning Commission of the City of Fort Bragg does hereby make the following findings and determinations:

## **SECTION 1: COASTAL LAND USE AND DEVELOPMENT CODE AMENDMENT FINDINGS**

Pursuant to Fort Bragg Municipal Code Section 17.94.060, the Planning Commission makes the following findings for adoption of the proposed amendments to the Fort Bragg Coastal General Plan and Land Use and Development Code per the findings analysis

incorporated herein by reference to the project staff report, dated August 14, 2024:

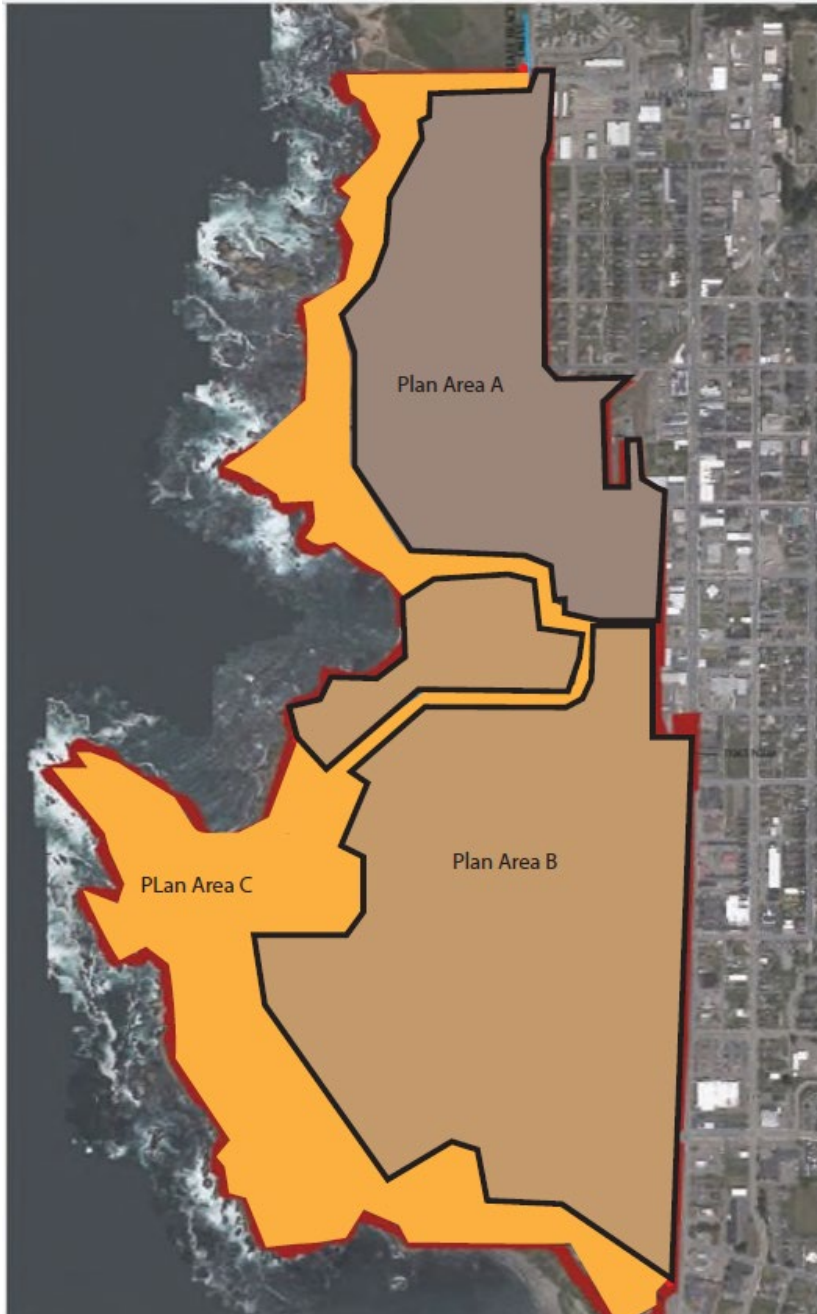
- A. Findings for General Plan amendments.
  1. The amendment is internally consistent with all other provisions of the General Plan and any applicable specific plan;
  2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and
  3. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the proposed or anticipated uses and/or development would not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.
- B. Findings for Development Code and Zoning Map text amendments.
  1. Findings required for all Development Code and Zoning Map text amendments:
    - a. The proposed amendment is consistent with the General Plan and any applicable specific plan; and
    - b. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
  2. Additional finding for Development Code amendments: The proposed amendment is internally consistent with other applicable provisions of this Development Code.
  3. Additional finding for Zoning Map amendments: The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the requested zoning designation and the proposed or anticipated uses and/or development would not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

## **SECTION 2: GENERAL FINDINGS:**

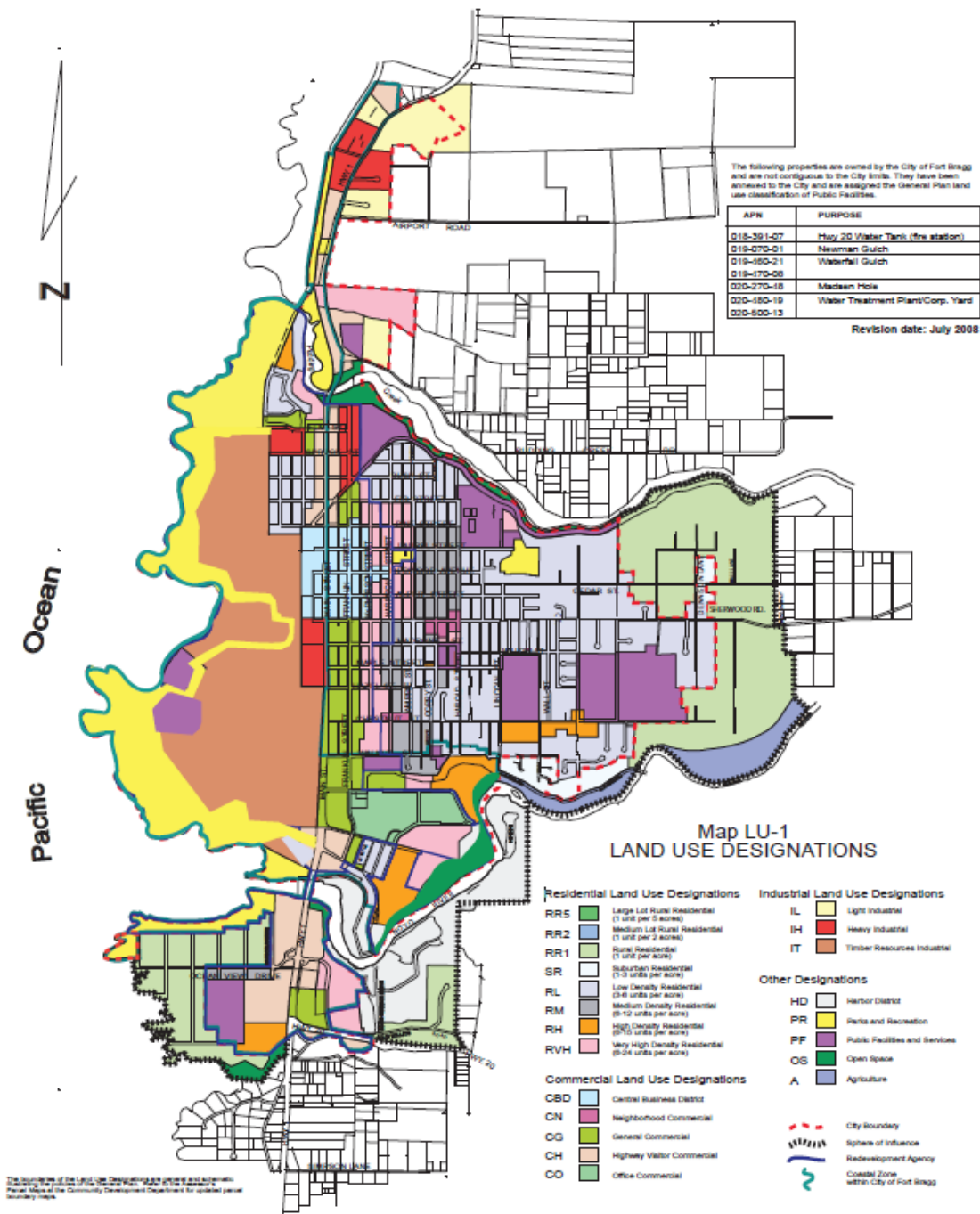
- a. The foregoing recitals are true and correct and made a part of this Resolution; and
- b. The documents and other material constituting the record for these proceedings are located in the Community Development Department.

**SECTION 3:** *Based on the foregoing, the Planning Commission does hereby Recommend that the City Council submit LCP Amendment 1-24 to the Coastal Commission to amend Coastal General Plan Map LU-4 to add Plan Area C as follows:*

*Map LU-4: Mill Site Plan Areas for Comprehensive Planning Processes*



**SECTION 4.** Based on the foregoing, the Planning Commission does hereby Recommend that the City Council submit LCP Amendment 1-24 to the Coastal Commission to amend Coastal General Plan Map LU-1 as follows.



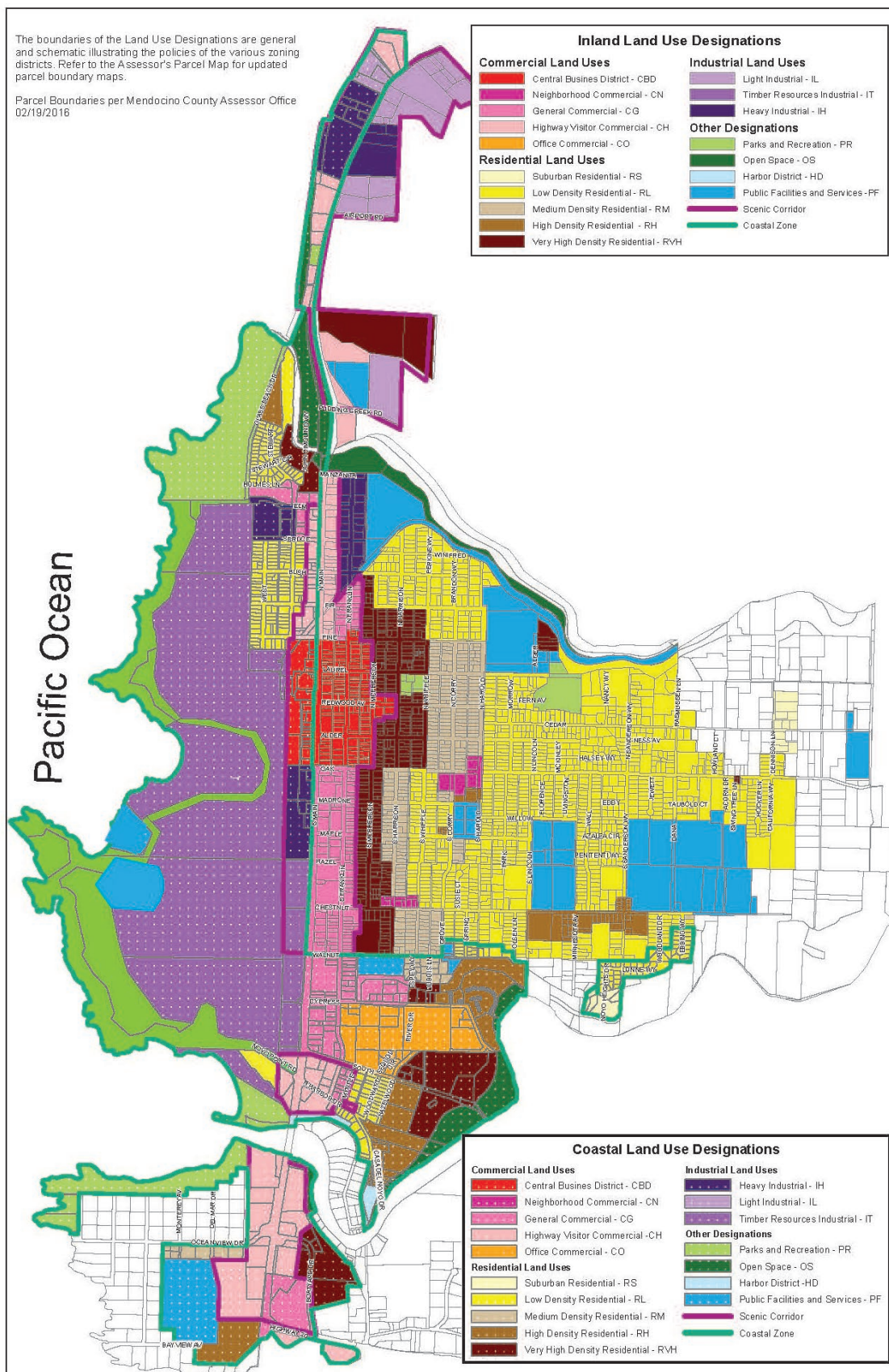
**SECTION 5.** *Based on the foregoing, the Planning Commission does hereby Recommend that the City Council submit an LCP Amendment 1-24 to the Coastal Commission to amend Table 2-14 of 17.26.030 to add Science Center to the Public Facilities zoning district as noted below:*

ABLE 2-14 Allowed Land Uses and Permit Requirements for Special Purpose Zoning Districts	Permitted Use, Zoning Clearance required			
	P	MUP	UP	S
	Permitted Use	Minor Use Permit required (see Section <a href="#">17.71.060</a> )	Use Permit required (see Section <a href="#">17.71.060</a> )	Permit requirement set by Specific Use Regulations
	—	Use not allowed		
LAND USE (1)	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	OS	PR	PF	
Nature preserve	P	P	P	
Storage - Warehouse	-	-	UP	
Library, museum, science center	-	UP	UP	
Meeting facility, public or private	-	UP	UP	
School - Specialized education/training	-	-	P	
Caretaker quarters	MUP	MUP	MUP	
Accessory retail or services	-	P	P	

**SECTION 6.** *Based on the foregoing, the Planning Commission does hereby recommend that the City Council submit LCP Amendment 1-24 to the Coastal Commission to amend the Coastal General Zoning Map as follows:*

- Rezone the Noyo Center parcel to Public Facilities, and*
- Rezone the Coastal Trail parcels to Parks & Recreation, and*
- Rezone the SVBP parcel to Low-Density Residential.*





**BE IT FURTHER RESOLVED** that the Fort Bragg Planning Commission does hereby recommend that the City Council submit LCP Amendment 1-24 to the Coastal Commission to: 1) amend Map LU-4 of the Coastal General Plan to add Plan Area C; 2) amend Map LU-1 to add Land Use Designations for Plan Area C; 3) amend Table 2-10 of the CLUDC to allow a science center with a use permit, and 4) amend the Zoning Map as follows: a) rezone the Noyo Center parcel to Public Facilities, b) rezone the Coastal Trail parcels to Parks & Recreation, and c) rezone the SVBP parcel to Low-Density Residential.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective immediately upon its passage and adoption.

**The above and foregoing Resolution was introduced by Commissioner Neils seconded by Commissioner Turner, and passed and adopted at a regular meeting of the Planning Commission of the City of Fort Bragg held on the 14th day of August 2024, by the following vote:**

**AYES:** Turner, Neils, Stavely, Jensen, Deitz

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**

Signed by:

*Scott Deitz*

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**Scott Deitz, Chair**

**ATTEST:**

DocuSigned by:

*Maria Flynn*

0937129E920F4EE

**Maria Flynn, Administrative Assistant**



## CITY OF FORT BRAGG

*Incorporated August 5, 1889*

416 N. Franklin Street, Fort Bragg, CA 95437

Phone: (707) 961-2823 Fax: (707) 961-2802

[www.FortBragg.com](http://www.FortBragg.com)

### **CERTIFICATE OF COMPLETION**

All items of work and the provisions of the contract executed with Low Voltage Security for the Facilities Camera and Police Department Access Control Project dated March 13, 2025, have been completed.

This project as described above was awarded by the Fort Bragg City Council by resolution at their meeting of March 11, 2025.

It is recommended that the completed project be accepted by the City Council.

Signed by:

*Carlos Hernandez*

2CB3BF4822714F8...

Carlos Hernandez

Engineering Technician

DATED: June 16, 2025.

**EXHIBIT "A"**