



City of Fort Bragg

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

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

Monday, April 26, 2021

6:00 PM

Via Video Conference

AMENDED

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PLEASE TAKE NOTICE

DUE TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20 WHICH SUSPEND CERTAIN REQUIREMENTS OF THE BROWN ACT, AND THE ORDER OF THE HEALTH OFFICER OF THE COUNTY OF MENDOCINO TO SHELTER IN PLACE TO MINIMIZE THE SPREAD OF COVID-19, CITY COUNCIL MEMBERS AND STAFF WILL BE PARTICIPATING BY VIDEO CONFERENCE IN THE CITY COUNCIL MEETING OF MONDAY, APRIL 26, 2021.

In compliance with the Shelter-in-Place Orders of the County and State, the Town Hall Council Chamber will be closed to the public. The meeting will be live-streamed on the City's website at <https://city.fortbragg.com/> and on Channel 3. Public Comment regarding matters on the agenda may be made in any of the following ways: (1) By joining the Zoom video conference and using the Raise Hand feature during Public Comment, (2) Through the City's online eComment agenda feature, (3) By emailing comments to City Clerk June Lemos, jlemos@fortbragg.com, (4) By delivering written comments through the drop-box for utility payments to the right of the front door at City Hall, 416 N. Franklin Street, or (5) By leaving a voice mail comment at (707) 961-1694.

THE DEADLINE TO SUBMIT PUBLIC COMMENTS IS 3:00 PM ON THE DATE OF THE MEETING. Any written or emailed comments received after 3:00 PM and before the meeting is ended will be forwarded to the Councilmembers by email. All comments on agenda items will be included in the public record as part of the agenda packet the next business day after the meeting.

We appreciate your patience and willingness to protect the health and wellness of our community and staff. If you have any questions regarding this meeting, please contact the City Clerk at (707) 961-1694 or jlemos@fortbragg.com.

ZOOM WEBINAR INVITATION

You are invited to a Zoom webinar.

When: Apr 26, 2021 06:00 PM Pacific Time (US and Canada)

Topic: City Council

Please click the link below to join the webinar:

<https://zoom.us/j/95302869312>

Or One tap mobile :

US: +16699009128,,95302869312# or +12532158782,,95302869312#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799
or +1 646 558 8656

Webinar ID: 953 0286 9312

International numbers available: <https://zoom.us/u/a0CGbNiiZ>

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

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

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

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

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

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

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.** [21-177](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

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

- 5B. [21-176](#) Approve Minutes of April 12, 2021

Attachments: [CCM2021-04-12](#)

- 5C. [21-186](#) Adopt City Council Resolution Authorizing City Manager to Execute Contract Amendment for Marketing Services, Increasing the Amount of the Contract with Creative Thinking, Inc. DBA The Idea Cooperative by a Not To Exceed Amount of \$24,000

Attachments: [Idea Cooperative 4th Amendment](#)
[RESO Idea Cooperative 4th Amendment](#)
[Public Comment 5C](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

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

8. CONDUCT OF BUSINESS

- 8A. [21-170](#) Receive Report on Request to Connect Out-of-City Property to City Water System and Provide Direction to Staff on Council Policy

Attachments: [04262021 Request for Water Service Out of City Limits](#)
[Att. 1 - FB City Council Letter](#)
[Att. 2 - FINAL Adopted Mendocino LAFCo PP Manual 2018 upd 1-4-21](#)
[Att. 3 - Map LU-3 Annexation Areas](#)
[Att. 4 City of Fort Bragg Zoning Map](#)
[City Water Service](#)

- 8B. [21-172](#) Receive Report and Provide Direction to Staff on How to Interpret Existing Language in the Coastal and Inland Land Use and Development Codes

Attachments: [04262021 Code Interpretation Staff Report](#)
[Public Comment Item No. 8B](#)

- 8C. [21-171](#) Receive Report and Consider Adoption of City Council Resolution Authorizing Participation in the California Intergovernmental Risk Authority (CIRA) Effective 7/1/2021 with Regard to the Workers' Compensation Program

Attachments: [04262021 REMIF CIRA WC Participation](#)
[Att. 1 - RESO CIRA Participation](#)
[Att. 2 - Application for Certificate of Consent To Self-Insure as Public Agency Er](#)

- 8D. [21-187](#) Receive Report and Consider Adoption of Municipal Improvement District Resolution Approving Contract With Synagro West, LLC to Provide

Transportation of Biosolids to Land Application Sites and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$70,000; Account No. 710-4712-0319)

Attachments: [04262021 Biosolids Staff Report](#)
[Att 1 - RESO Biosolids Hauling - Synagro](#)
[Att 2 - Synagro Contract](#)

9. CLOSED SESSION

- 9A. [21-179](#)** CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6: City Negotiator: Tabatha Miller, City Manager; Employee Organizations: Fort Bragg Police Association; Confidential Non-Bargaining Classifications; Exempt At-Will Executive Classifications; and Exempt Mid-Management Classifications

ADJOURNMENT

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

**NEXT REGULAR CITY COUNCIL MEETING:
 6:00 P.M., MONDAY, MAY 10, 2021**

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 AMENDED agenda to be posted in the City Hall notice case on April 22, 2021.

June Lemos, CMC
 City Clerk

NOTICE TO THE PUBLIC:

DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:

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

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

It is the policy of the City of Fort Bragg to offer its public programs, services and meetings in a manner that is

readily accessible to everyone, including those with disabilities. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities.

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

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



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Text File

File Number: 21-177

Agenda Date: 4/26/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5A.

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

At a special meeting on March 24, 2020, the Fort Bragg City Council ratified the City Manager's Proclamation declaring a local emergency due to COVID-19 in its Resolution No. 4242-2020.

Since that date, the Council has adopted the following resolutions reconfirming the existence of a local emergency:

Date	Resolution No.
April 6, 2020	4245-2020
April 20, 2020	4247-2020
May 11, 2020	4250-2020
May 26, 2020	4253-2020
June 8, 2020	4266-2020
June 22, 2020	4270-2020
July 13, 2020	4284-2020
July 27, 2020	4289-2020
August 10, 2020	4294-2020
August 31, 2020	4300-2020
September 21, 2020	4304-2020
October 13, 2020	4317-2020
October 26, 2020	4319-2020
November 9, 2020	4323-2020
November 23, 2020	4329-2020
December 14, 2020	4333-2020
December 22, 2020	4340-2020
January 11, 2021	4343-2021
January 25, 2021	4347-2021
February 22, 2021	4358-2021
March 8, 2021	4363-2021
March 22, 2021	4366-2021
April 12, 2021	4376-2021

The City is required to reconfirm the existence of a local emergency every 21 days pursuant to Fort Bragg Municipal Code Section 2.24.040.

RESOLUTION NO. ____-2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 26th day of April, 2021 by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk



City of Fort Bragg

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Text File

File Number: 21-176

Agenda Date: 4/26/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5B.

Approve Minutes of April 12, 2021



City of Fort Bragg

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Meeting Minutes City Council

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

Monday, April 12, 2021

6:00 PM

Via Video Conference

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A.** [21-145](#) Presentation of Proclamation Proclaiming that the City of Fort Bragg Stands United Against Anti-Asian Racism and Xenophobia and Reaffirms Its Commitment to the Well-Being and Safety of Asian American Pacific Islander Communities

Mayor Norvell read a Proclamation against Anti-Asian racism and xenophobia. Jen Louie, on behalf of the AAPI community, made brief remarks about how racism affects a community.

- 1B.** [21-151](#) Introduction of John Wallace and Presentation for Surviving the Odds Project

City Council received a presentation from John Wallace and Melissa Greene regarding the Surviving the Odds Project (STOP), a nonprofit music program for at risk and transitional youth to give back to kids and share their lived experience through music.

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

(1) Jacob Patterson made public comment via Zoom. The City Clerk read comments into the record from the following persons: Jenny Shattuck, Jay McMartin, Linda Jupiter, the Fort Bragg Planning Commission, and SEIU Local 1021. (2) The Clerk read a comment on Item 5F from Jacob Patterson. (3) N/A.

3. STAFF COMMENTS

City Manager Miller reported that the lobbies at City Hall and the Police Department will open again on April 13. A cannabis workshop on revisions to the cultivation ordinance will be held on May 3 at 6PM. If a second workshop is needed, the date of May 20 at 6PM will be reserved. Three new Police Department employees were sworn in on April 12. Miller also spoke about the installation of a septage receiving station, water conservation efforts by local residents and hotels this summer, and the hybrid in-person/virtual meetings targeted to begin on May 10.

4. MATTERS FROM COUNCILMEMBERS

Vice Mayor Morsell-Haye spoke about prioritizing shovel-ready projects. Councilmember Albin-Smith said Mendocino Council of Governments has funding available that the City may be able to use. She requested that people visit the City's Facebook page to sign a petition supporting Mendocino Transit Authority electric buses. Albin-Smith also commented on the Hubs & Routes program, Guest House insulation, garbage cans for Glass Beach, and recycling bins for Coastal Trail parking lots. Councilmember Peters reported on a recent Sonoma Clean Power board meeting and spoke about water issues, the Board of Supervisors meeting, and efforts to add a job-based curriculum at Mendocino College Coast Center. The City Council directed staff to set up a presentation on the Hubs & Routes program.

5. CONSENT CALENDAR

Approval of the Consent Calendar

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

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

- 5A. [21-136](#)** Adopt City Council Resolution Approving an Amendment to the 2020 Community Development Block Grant Program Coronavirus Response (CDBG-CV) Round 1 Standard Agreement to Add Funds from the 2020 CDBG-CV Round 2 &3 Funding

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4372-2021

- 5B. [21-137](#)** Adopt City Council Resolution Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments from the 2020 Community Development Block Grant Program Coronavirus Response Round 2 & 3

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4373-2021

- 5C. [21-140](#)** Adopt City Council Resolution Authorizing the City Manager to Execute the

Acceptance of an Offer of a 20-Foot-Wide Public Drainage Easement from Lyme Redwood Timberlands, LLC

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4374-2021

5D. [21-141](#)

Adopt City Council Resolution Amending the City of Fort Bragg Conflict of Interest Code

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4375-2021

5E. [21-142](#)

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

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4376-2021

5F. [21-152](#)

Adopt Joint City Council/Municipal Improvement District Board/Redevelopment Successor Agency Board Resolution (1) Approving an Amendment to the Agreement Between the City of Fort Bragg and Jones & Mayer for the Provision of Legal Services and Authorizing the City Manager to Execute Same; and (2) Appointing Scott Porter to Serve as Assistant City Attorney, Assistant District General Counsel, and Assistant Agency General Counsel

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4377-2021 / RES ID 442-2021 / RES RS 30-2021

5G. [21-122](#)

Receive and File Minutes of the February 17, 2021 Public Safety Committee Meeting

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

5H. [21-123](#)

Receive and File Minutes of the February 17, 2021 Special Public Safety Committee Meeting

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

5I. [21-153](#)

Approve Minutes of March 22, 2021

These Minutes were approved on the Consent Calendar.

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

8. CONDUCT OF BUSINESS

- 8A. [21-144](#)** Receive Report and Consider Adoption of Urgency Ordinance No. 964-2021 Placing a 45-Day Moratorium on the Approval of Applications and Permits for Formula Businesses in the Inland Zoning Area

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

Public Comments via Zoom were made by Nathan Maxwell Cann and Paul Clark.

Discussion: After discussing the matter, a four-fifths majority of Councilmembers were in support of a temporary moratorium on formula business development in the Inland Zone.

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

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

No: 1 - Mayor Norvell

Enactment No: ORD 964-2021

- 8B. [21-146](#)** Receive Report and Consider Adoption of Urgency Ordinance No. 965-2021 Placing a 45-Day Moratorium on the Approval of Applications and Permits for Formula Businesses in the Coastal Area

Mayor Norvell recused himself from hearing this item, citing a conflict of interest because his property is across the street from the proposed Grocery Outlet project. He appointed Vice Mayor Morsell-Haye as Acting Mayor and left the video conference at 7:47 PM.

City Manager Miller presented the staff report on this item.

Public Comments via Zoom in support of the moratorium were received from Andrew Jordan, Jacob Patterson, Annemarie Weibel and Jamie Peters. Public comments via Zoom in opposition to a moratorium were received from Marianne McGee, Judy Valadao and "Terri."

Discussion: Discussion was held on the need for a moratorium in the Coastal Zone, the need for better jobs, the comments from members of the public who are in support of a Grocery Outlet to obtain low-cost food.

A motion was made by Councilmember Albin-Smith, seconded by Councilmember Peters, that this Urgency Ordinance be adopted. The motion failed for lack of a four-fifths vote:

Aye: 3 - Vice Mayor Morsell-Haye, Councilmember Albin-Smith and Councilmember Peters

No: 1 - Councilmember Rafanan

Recuse: 1 - Mayor Norvell

- 8C. [21-135](#)** Receive Report and Provide Direction to Staff on Addressing Issues with the Feeding of Wildlife in City Parks

Acting Mayor Morsell-Haye recessed the meeting at 8:22 PM; the meeting

reconvened at 8:33 PM. Mayor Norvell rejoined the meeting at 8:33 PM.

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

Public Comments via Zoom were made by Tim Brady.

Discussion: Councilmembers agreed that there should be a ban on the feeding of wildlife and directed staff to prepare an ordinance in conjunction with an educational program and new signage.

This Staff Report was referred to staff.

- 8D. [21-039](#)** Receive Report and Discuss Process of Local Coastal Program (LCP) Amendment to Update the City's 2008 Certified LCP to Reflect Current State Laws, Refine Language and Reconcile Inconsistencies

Housing and Economic Development Coordinator McCormick summarized the staff report for this agenda item.

Public Comment: None.

Discussion: This was a report to Council; no action was taken.

This Staff Report was not acted on.

- 8E. [21-139](#)** Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with GHD Inc. to Provide Construction Management Services for the Maple Street Storm Drain and Alley Rehabilitation Project, City Project No. PWP-00116, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$178,217.00; Account No. 420-4870-0731)

Mayor Norvell reported that he had a business conflict of interest for Items 8E and 8F, as his business is located near one of the alleys under construction by the project. He appointed Vice Mayor Morsell-Haye as Acting Mayor and left the video conference at 8:58 PM.

Assistant Director - Engineering Division O'Neal presented the staff report.

Public Comments via Zoom were made by Jacob Patterson.

Discussion: After a brief discussion, the Council was in agreement that this project would improve City streets and safety.

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

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

Recuse: 1 - Mayor Norvell

Enactment No: RES 4378-2021

- 8F. [21-138](#)** Receive Report and Consider Adoption of City Council Resolution Accepting the Bid of Akeff Construction Services, Inc. as the Lowest Responsive Bid, Awarding the Maple Street Storm Drain and Alley Rehabilitation Project, City Project No. PWP-00116 to Akeff Construction

Services, Inc. and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$1,226,354.00; Account No. 420-4870-0731)

Assistant Director - Engineering Division O'Neal presented the staff report.

Public Comment: None.

Discussion: After a brief discussion, the Council was in agreement that this project would improve City streets and safety. It was agreed that the optional portion of the project, Alternate 1, would be included in the project.

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

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

Recuse: 1 - Mayor Norvell

Enactment No: RES 4379-2021

8G. [21-143](#) Receive Report and Consider Adoption of City Council Resolution Approving Budget Amendment No. 2021-09 Adjusting Selected Expenditure and Revenue Budgets

Mayor Norvell rejoined the meeting at 9:17 PM.

City Manager Miller gave the report on this item. John Wallace and Melissa Greene helped answer questions from Councilmembers on the budget for the STOP program.

Public Comments via Zoom were received from Andrew Jordan and Jacob Patterson.

Discussion: Budget Amendment 2021-09 was briefly discussed, with Councilmembers noting that the adjustments will help the school athletic fields and the Noyo Center. Council directed that any funds set aside for fireworks can be carried over to a future budget if Covid-19 restrictions prevent the City from holding a Fourth of July fireworks display.

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

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

Enactment No: RES 4380-2021

9. CLOSED SESSION

ADJOURNMENT

Mayor Norvell adjourned the meeting at 9:55 PM.

BERNIE NORVELL, MAYOR

June Lemos, CMC, City Clerk

IMAGED (_____)



City of Fort Bragg

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

Text File

File Number: 21-186

Agenda Date: 4/26/2021

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

Adopt City Council Resolution Authorizing City Manager to Execute Contract Amendment for Marketing Services, Increasing the Amount of the Contract with Creative Thinking, Inc. DBA The Idea Cooperative by a Not To Exceed Amount of \$24,000

On October 13, 2020, the City Council adopted Resolution 4318-2020 approving Budget Amendment 2021-05 which included an additional \$50,000 for Visit Fort Bragg marketing activities. On April 12, 2021, the City Council adopted Resolution 4380-2021 approving Budget Amendment 2021-09 which included an additional \$16,000 for the Visit Fort Bragg campaign. Adoption of the attached resolution will allow the City Manager to enter into a Fourth Amendment to the contract with Creative Thinking, Inc. DBA the Idea Cooperative to perform ongoing social media and marketing efforts. The cost of these services is \$24,000, increasing the total contract with The Idea Cooperative to \$173,000. Sufficient funds are budgeted to cover the increase in costs.

**FOURTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT WITH
CREATIVE THINKING, INC. DBA THE IDEA COOPERATIVE**

THIS FOURTH AMENDMENT is made and entered into this ____ day of April, 2021, by and between the CITY OF FORT BRAGG (“City”) and CREATIVE THINKING, INC. DBA THE IDEA COOPERATIVE (“Consultant”).

WHEREAS, the City Council on November 25, 2019, adopted Resolution 4213-2019 authorizing a Professional Services Agreement (“Contract”) with Consultant in the sum of \$99,000.00; and

WHEREAS, the City and Consultant entered into the Contract on December 20, 2019; and

WHEREAS, the Contract states that Consultant will provide strategic and creative marketing services for Visit Fort Bragg; and

WHEREAS, on June 29, 2020, City and Consultant entered into a First Amendment to the Contract extending the completion date of the project to July 31, 2020 and the expiration date of the Contract to October 31, 2020; and

WHEREAS, on August 10, 2020, the City Council adopted Resolution 4296-2020 authorizing a Second Amendment to the Professional Services Agreement with Consultant changing the scope of work and increasing the amount of the contract by \$10,000.00 for a total Not To Exceed amount of \$109,000.00; and

WHEREAS, on August 12, 2020, City and Consultant entered into a Second Amendment to the Contract amending the scope of work, increasing the contract amount, extending the completion date of the project to October 31, 2020, and extending the expiration date of the Contract to January 31, 2021; and

WHEREAS, on October 13, 2020, the City Council adopted Resolution 4318-2020 approving Budget Amendment 2021-05 amending the Fiscal Year 2020-21 Budget and increasing the budget amount for the Visit Fort Bragg Campaign by \$50,000.00; and

WHEREAS, on November 9, 2020, the City Council adopted Resolution 4324-2020 authorizing a Third Amendment to the Professional Services Agreement with Consultant, changing the scope of work and increasing the amount of the contract by \$40,000.00 for a total Not to Exceed amount of \$149,000.00; and

WHEREAS, on November 10, 2020, City and Consultant entered into a Third Amendment to the Contract amending the scope of work, increasing the contract amount, extending the completion date of the project to March 31, 2021, and extending the expiration date of the Contract to June 30, 2021; and

WHEREAS, on April 12, 2021, the City Council adopted Resolution 4380-2021 approving Budget Amendment 2021-09 amending the Fiscal Year 2020-21 Budget and increasing the budget amount for the Visit Fort Bragg Campaign by \$16,000.00; and

WHEREAS, the parties desire to again amend the Contract to increase the Not to Exceed Amount by \$24,000.00 to distribute the remaining funds for Visit Fort Bragg marketing activities as approved in Budget Amendment 2021-05 and Budget Amendment 2021-09; and

WHEREAS, the increase in contract amount of **Twenty-four Thousand Dollars (\$24,000.00)**, brings the total Not To Exceed amount of the Contract to \$173,000.00; and

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

NOW, THEREFORE, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for strategic and creative marketing services for Visit Fort Bragg between the City and Consultant dated December 20, 2019, is hereby amended as follows:

1. **Compensation:**

Paragraph 2.1 (Compensation), is hereby amended to state, "Consultant's total compensation shall not exceed **One Hundred Seventy-three Thousand Dollars (\$173,000.00)**."

2. Except as expressly amended herein, the Professional Services Agreement between the City and Consultant dated December 20, 2019, is hereby reaffirmed.

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

CITY

CONSULTANT

By: _____

Tabatha Miller

Its: City Manager

By: _____

Tom Kavanaugh

Its: President

ATTEST:

APPROVED AS TO FORM:

By: _____

June Lemos, CMC

City Clerk

By: _____

Keith F. Collins

City Attorney

RESOLUTION NO. ____-2021

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT AMENDMENT
FOR MARKETING SERVICES, INCREASING THE AMOUNT OF THE
CONTRACT WITH CREATIVE THINKING, INC. DBA THE IDEA
COOPERATIVE BY A NOT TO EXCEED AMOUNT OF \$24,000.00
(ACCOUNT NO. 110-4321-0319)**

WHEREAS, on December 20, 2019, the City of Fort Bragg entered into a Professional Services Agreement (“Contract”) in the amount of \$99,000.00 with Creative Thinking, Inc. dba The Idea Cooperative (“Consultant”) to provide strategic and creative marketing services for Visit Fort Bragg, authorized by City Council Resolution 4213-2019 dated November 25, 2019; and

WHEREAS, on June 29, 2020, the City and Consultant entered into a First Amendment to the Contract to extend the time of completion and term of the Contract; and

WHEREAS, on August 10, 2020, the City Council adopted Resolution 4296-2020 authorizing a Second Amendment to the Professional Services Agreement with Consultant, changing the scope of work and increasing the amount of the contract by \$10,000.00 for a total Not To Exceed amount of \$109,000.00; and

WHEREAS, on August 12, 2020, City and Consultant entered into a Second Amendment to the Contract amending the scope of work, increasing the contract amount, extending the completion date of the project to October 31, 2020, and extending the expiration date of the Contract to January 31, 2021; and

WHEREAS, on October 13, 2020, the City Council adopted Resolution 4318-2020 approving Budget Amendment 2021-05 amending the Fiscal Year 2020-21 Budget and increasing the budget amount for the Visit Fort Bragg Campaign by \$50,000.00; and

WHEREAS, on November 9, 2020, the City Council adopted Resolution 4324-2020 authorizing a Third Amendment to the Professional Services Agreement with Consultant, changing the scope of work and increasing the amount of the contract by \$40,000.00 for a total Not to Exceed amount of \$149,000.00; and

WHEREAS, on November 10, 2020, City and Consultant entered into a Third Amendment to the Contract amending the scope of work, increasing the contract amount, extending the completion date of the project to March 31, 2021, and extending the expiration date of the Contract to June 30, 2021; and

WHEREAS, on April 12, 2021, the City Council adopted Resolution 4380-2021 approving Budget Amendment 2021-09 amending the Fiscal Year 2020-21 Budget and increasing the budget amount for the Visit Fort Bragg Campaign by \$16,000.00; and

WHEREAS, the parties desire to again amend the Contract to increase the Not to Exceed Amount by \$24,000.00 to distribute the remaining funds for Visit Fort Bragg marketing activities as approved in Budget Amendment 2021-05 and Budget Amendment 2021-09; and

WHEREAS, the increase in contract amount of Twenty-four Thousand Dollars (\$24,000.00), brings the total Not To Exceed amount of the Contract to \$173,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a Fourth Amendment to the Professional Services Agreement with Creative Thinking, Inc. dba The Idea Cooperative and authorizes the City Manager to execute same (amount of increase not to exceed \$24,000.00, total amount of contract not to exceed \$173,000.00, Account No. 110-4321-0319).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____ and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 26th day of April, 2021, by the following vote:

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

BERNIE NORVELL
Mayor

ATTEST:

June Lemos, CMC
City Clerk

From: [Nathan Maxwell Cann](#)
To: [Lemos, June](#)
Subject: Fort Bragg Marketing Contract
Date: Monday, April 26, 2021 4:07:05 PM

Hello June, this is on the calendar for tonight, although I cannot tell if there will be a vote on it. I would like this to be read at the meeting if possible. Thank you!

Dear City Council Members and City Manager,

I am writing in regards to the proposed year long contract with Idea Cooperative for \$180,000. I strongly urge the council and manager not to sign onto this contract.

Most disconcerting about this contract is the price for social media. The fee of 8,000 dollars a month to generate a single email and make 7 - 8 Facebook and Instagram posts seems rather absurd. This fee doesn't even include printing costs.

If the city is willing to pay that exorbitant fee, why not pay a local person or persons? Why would a city full of artists and artisans outsource creative work to a company based in another county? Paying local artists and marketing teams would also inject that money back into our economy.

Yes, tourism has been up this past year since working with the Idea Cooperative, but it is rash to confuse correlation with causation, when tourism is up in general for the tri-county area because of pandemic related restrictions. As many of our tourist lodgings are booked through August, it would appear that we have little need to attract more Summer tourists. Also, as there is an extreme drought emergency, won't more summer tourism will only exacerbate our water problems?

Instead of incentivizing tourists to win lodging with a photo contest, could we use these funds to pay local artists to make sculptures or benches and beautify our downtown? Perhaps this money could help renovate the athletic fields that bring in people during the off-season? It could be used to add signs and placards on historic buildings or important sites. Or used to re-imagine glass beach, a over-marketed gimmick that is frankly misleading to tourists...

This is a lot of money to spend out of town when we have so many local artists struggling to live here. There has to be a better use of \$180,000.

Thank You for your Time,
Nathan Maxwell Cann

--

☐° Δ° ☐

From: [kate bean](#)
To: [Lemos, June](#)
Subject: Council meeting public comment: Item 5C ; 04/26/21 meeting & vote
Date: Monday, April 26, 2021 2:52:24 PM
Attachments: [VFB_Analytics04_20.pdf](#)

It has come to my attention that a marketing firm based in Petaluma is asking \$173,000.00 , or \$12,000/ month to represent Fort Bragg in social media.

And that the Visit Fort Bragg committee has recommended a yes vote on the attached media campaign proposal.

Where is the due process on this expenditure of funds? Has anybody made inquiries? Recruited other community stakeholders outside lodging and food?.....what about the arts community?

Why are we farming this out to people who dont even live here? I heard from one shop owner that the review of her shop by a rep of this firm was not even conducted in a professional manner!

My first response to the attached presentation was:
where is the breakdown that indicates how many manhours per month the firm expects to bill for their media , and at what pay scale?
I would expect at least **some** forensic accountability and analysis; if their analytics are so impressive, lets see exactly how they are spending this \$8,000/ month they have so far received, and find a reputable LOCAL accountant to do a cost /benefit analysis for the City before throwing money away irresponsibly.

In my opinion, Infrastructure should be basic and fundamental to tourist industry development. Build it and they will come. Guaranteed!
We have the coastline! Make it accessible!

Where are the adequate number of public facilities such as toilets, park amenities, drinking fountains? What about paying more local artists to do murals? Where is the budget for that? Lets make a pie chart to see how balanced the fund's dispersal can be!

Secondly, of what value /use are the slick analytics presented in the attached presentation to anybody in the City administration? This seems grossly inflated with a lot of golly geewiz algorithms to impress.

Thirdly, what other bids have been solicited?
Why isnt local creative input being recruited by the Visit Fort Bragg Committee, which i hear is overrepresented by the restaurant and lodging sector?

Fourthly, i hear that lodging is booked up already through August of this year. How is this proposed "media campaign"going to find more housing to accommodate increased interest? This is absurd.

((most importantly, the COVID-19 factor created a huge swell in urban flight last year, and a very good tourist season, **which may or may not have been influenced by the firms social media featuring Fort Bragg**, therefor, a more normal year should be evaluated for their value

as a PR contractor, before allowing them to inflate their fees))

How about investing some of the Room Tax windfall in restoring local soccer fields & sports facilities, so that school year tournaments can bring in money during the off season? Summers are covered, get some perspective on year-round income. Restaurants can be found by anyone with an iPhone. Restaurant month sounds unnecessary.

I think the priorities are being mismanaged here, and i won't hesitate to go on social media and say so, or on the local listserv.

The optics around this allocation of Room Tax funding does not benefit the community at large and ***does not look good.***

I think further discovery and recruitment of competitive bids would be the most prudent thing to do here.

If it was YOUR tax money, you might be a bit more suspicious about this offer. Can i interest you in buying a bridge?

Honestly folks, try to think about the needs of the entire community.

Thanks
Kate Bean
Cleone

Sent from my iPhone



Marketing Campaigns Status & Analytics

April 20, 2021



Analytics Overview

www.VisitFortBraggCA.com:

Site Traffic: (9/17/20 Launch > 4/19/21)

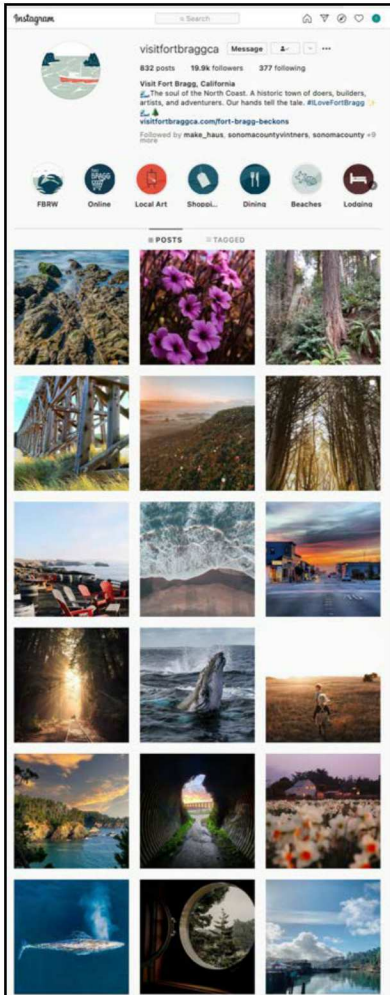
- 33,732 New Users
- 121,303 Page Views

Social Followers:

- IG: 19.9k
- FB: 68,126

Email Subscribers:

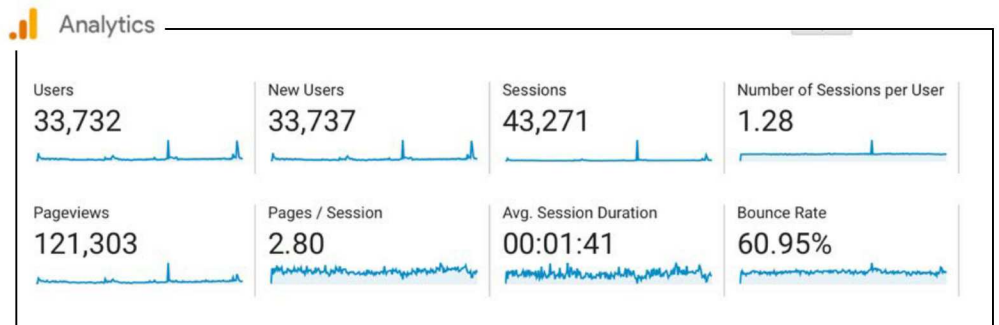
- 1,863



f
 ★ **5 out of 5** ⓘ
 Based on the opinion of 263 people

🐒 Email marketing engagement
 Your subscribers, broken down by how often they open and click your emails.

17% **Often**
 Your percentage of subscribers who are highly engaged and often open and click your emails.

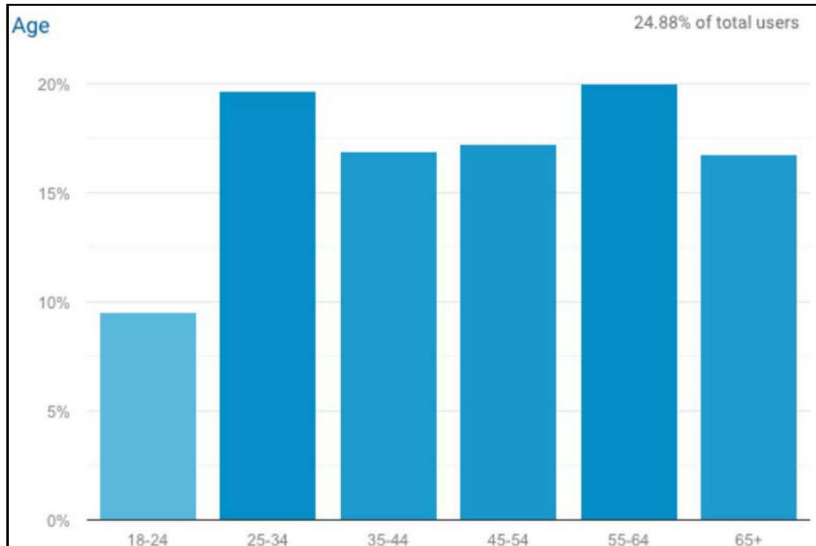


VisitFortBraggCA.com

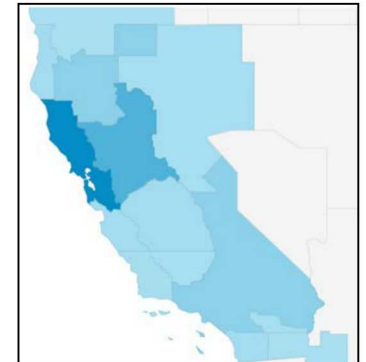
Demographics (9/17/20 > 4/15/21)

Insight:

- Age: Good Cross-Section – Deeper Dive Shows Older Skew
- Location: #1 Skewed By Population – Central Valley & Foothills “Heat Flight”



Metro	Acquisition		
	Users ? ↓	New Users ?	Sessions ?
	15,159 <small>% of Total: 59.57% (25,447)</small>	14,977 <small>% of Total: 59.43% (25,201)</small>	18,703 <small>% of Total: 56.33% (33,205)</small>
1. San Francisco-Oakland-San Jose CA	7,282 (47.73%)	7,145 (47.71%)	9,467 (50.62%)
2. Sacramento-Stockton-Modesto CA	3,928 (25.74%)	3,857 (25.75%)	4,767 (25.49%)
3. Chico-Redding CA	1,243 (8.15%)	1,222 (8.16%)	1,345 (7.19%)
4. Los Angeles CA	1,240 (8.13%)	1,216 (8.12%)	1,359 (7.27%)
5. (not set)	396 (2.60%)	384 (2.56%)	440 (2.35%)
6. Fresno-Visalia CA	281 (1.84%)	275 (1.84%)	314 (1.68%)
7. Eureka CA	226 (1.48%)	225 (1.50%)	238 (1.27%)
8. San Diego CA	224 (1.47%)	221 (1.48%)	241 (1.29%)
9. Monterey-Salinas CA	161 (1.06%)	161 (1.07%)	187 (1.00%)
10. Santa Barbara-Santa Maria-San Luis Obispo CA	102 (0.67%)	100 (0.67%)	138 (0.74%)



VisitFortBraggCA.com

Behavior (9/17/20 > 4/15/21)

Insights:

- People Using Site To Trip Plan

Page ?	Pageviews ?	↓
121,303 % of Total: 100.00% (121,303)		
1. /	29,369	(24.21%)
2. /plan-your-trip/	8,293	(6.84%)
3. /bottraffic.live	5,037	(4.15%)
4. /events/	5,011	(4.13%)
5. /a-message-from-the-city-manager/	4,327	(3.57%)
6. /about-fort-bragg/	3,856	(3.18%)
7. /plan-your-trip/stay/hotels/	3,841	(3.17%)
8. /plan-your-trip/eat-drink/eat/	3,044	(2.51%)
9. /2020-gift-guide/	2,208	(1.82%)
10. /plan-your-trip/play/coastal-activities/	1,991	(1.64%)
11. /our-stories/	1,986	(1.64%)
12. /plan-your-trip/play/beaches/	1,757	(1.45%)
13. /plan-your-trip/experiences/	1,486	(1.23%)
14. /plan-your-trip/play/hike-bike/	1,286	(1.06%)
15. /plan-your-trip/on-the-way/	1,243	(1.02%)

16. /thank-you/	1,214	(1.00%)
17. /the-family/	1,148	(0.95%)
18. /adventurist/	1,071	(0.88%)
19. /whale-days/	1,051	(0.87%)
20. /the-naturalist/	1,004	(0.83%)
21. /glass-beach/	910	(0.75%)
22. /plan-your-trip/play/shopping/	892	(0.74%)
23. /youre-welcome/	860	(0.71%)
24. /fort-bragg-beckons/	801	(0.66%)
25. /skunk-train/	794	(0.65%)
26. /plan-your-trip/stay/camping/	751	(0.62%)
27. /paul-bunyan-days/	698	(0.58%)
28. /the-local/	653	(0.54%)
29. /glass-beach-inn/	571	(0.47%)
30. /annual-rhododendron-show/	534	(0.44%)
31. /fort-bragg-coastal-trail/	519	(0.43%)
32. /the-culturist/	505	(0.42%)
33. /north-cliff-hotel/	456	(0.38%)
34. /the-worlds-largest-salmon-bbq/	436	(0.36%)
35. /the-mariner/	434	(0.36%)

VisitFortBraggCA.com

Behavior (9/17/20 > 4/15/21)

Insights:

- Segmented Experiences Are A Draw

Page ?	Pageviews ?
121,303 <small>% of Total: 100.00% (121,303)</small>	
1. /	29,369 (24.21%)
2. /plan-your-trip/	8,293 (6.84%)
3. /bottraffic.live	5,037 (4.15%)
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VisitFortBraggCA.com

Behavior (9/17/20 > 4/15/21)

Insights:

- Promotional Landing Pages Are A Draw

Page ?	Pageviews ?
	121,303 % of Total: 100.00% (121,303)
1. /	29,369 (24.21%)
2. /plan-your-trip/	8,293 (6.84%)
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FORT BRAGG

NORTH COAST CALIFORNIA

Campaigns

Holiday Gift Guide (November > December 2020)

Objective: Support Local Merchants > Web Content Views > Link Clicks

Tactics: Email, Organic & Paid Social

Results:

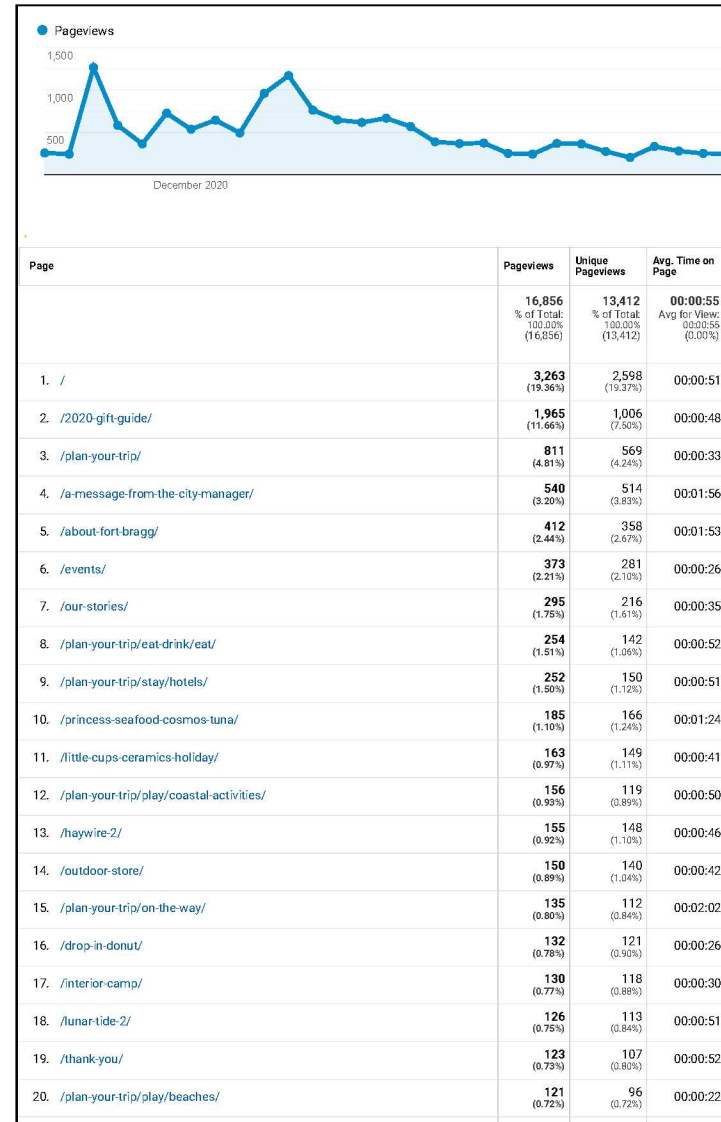
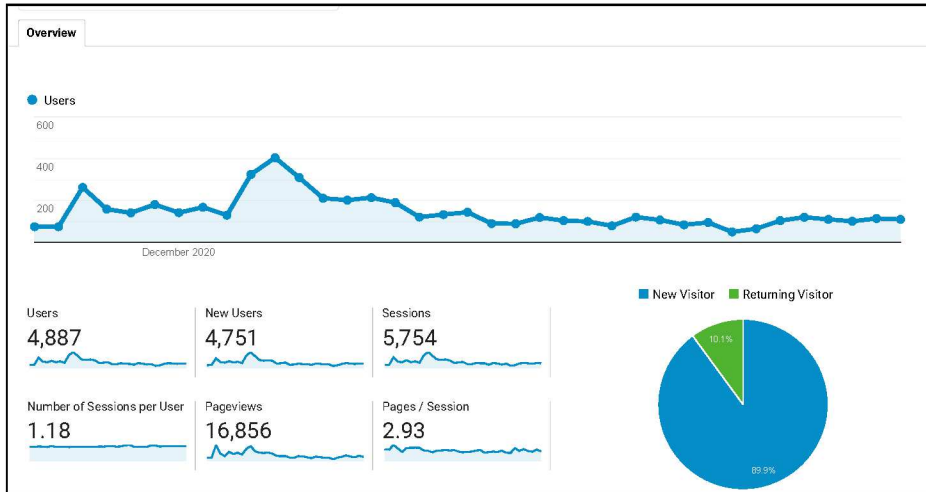
Paid Social:

- 23.6k reached
- 700 + clicks

Users: 3,526

Page Views: 16,856

Campaign Name	Campaign Name	Results	Reach	Impressions	Cost per Result
Bay Area Tourism (PAID)	Link Clicks	302	12572	14198	0.24
Fort Bragg Holiday Gift Guide (PAID)	Link Clicks	292	6676	16649	0.39
Holiday Gift Guide (PAID)	Website Content Views	n/a	3773	12503	
Instagram Post: Holiday Shopping (boosted)	Link Clicks	25	3496	4438	1.20
Instagram Post: Holiday Giveaway (boosted)	Link Clicks	62	1589	1701	0.48
Facebook: Giveaway (boosted)	Link Clicks	64	1296	3623	0.63



FORT BRAGG

NORTH COAST CALIFORNIA

Campaigns

Winter Visit (1/28/20 > 2/17/21)

Objective: Site and Social Engagement > Drive Limited Range Visits

Tactics: Email, Organic & Paid Social

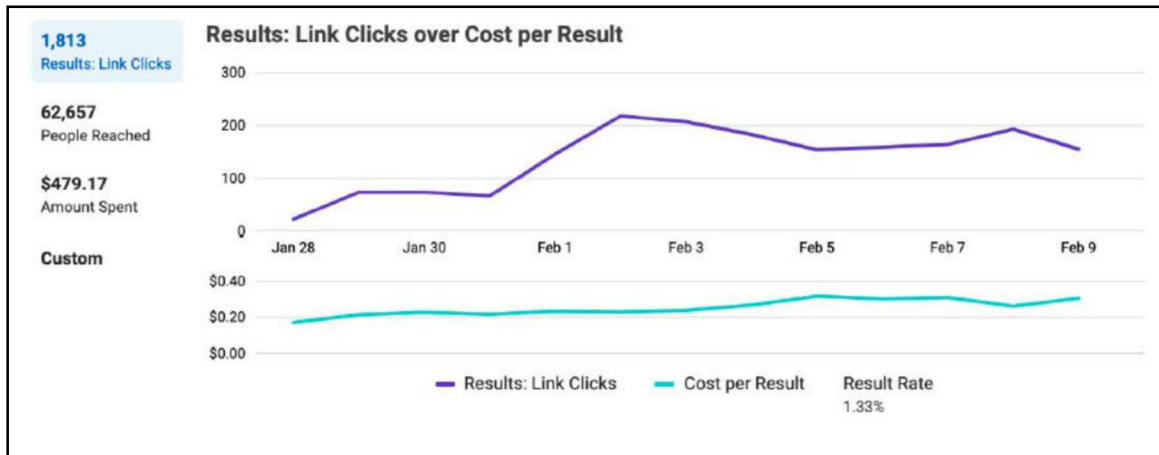
Results:

Paid Social AB Test:

- V1 - 7K users, 171 clicks
- V2 - 9.5k users, 234 clicks
- V3 (optimized): 62.5K accounts reached, 1,813 clicks
- Total Spend: \$473

Site Traffic:

- 5,406 Users



FORT BRAGG
 NORTH COAST CALIFORNIA

PLAN YOUR TRIP | EVENTS | OUR STORIES | ABOUT FORT BRAGG

Bundle up. Hunker down.

There's a chill vibe in Fort Bragg in the winter.

Maybe you thought that when the first storm blows in the North Coast, it's shudders and settles in for the winter. Well, we're here to show you just how much you would miss the not planning an off-season trip to Fort Bragg. What if we said you could have a beach to yourself? Bundle up in the sturdy embrace of a redwood grove in the rain. While you wait, that shop. Or cozy up in your room with a fireplace and a view of the ocean. At Fort Bragg in the winter, without a lot of visitors, you'll feel more like one of the locals. So pack a few layers, your rain boots and knit cap and join us on a journey to enjoy Fort Bragg before the summer fog blows in and the crowds come back. Be sure to check in beforehand, however. Hours and policies can change because of Covid-19 restrictions.

- HUDDLE AROUND A FIRE
- WATCH A STORM BLOW IN
- SHOP THE SHOPS
- GET IMMERSSED IN MARINE BIOLOGY
- WAIT FOR NIGHT - LOOK UP
- HIKE THE REDWOODS IN THE RAIN
- EXTREME BEAUTY. MODERATE TEMPERATURES.
- WATCH FOR WHALES
- EAT FRESH CHOWDER

Finally, Please Visit Responsibly

Here in Fort Bragg, we appreciate the visitors who share a love for our beautiful area and community. During the Covid-19 pandemic, travel restrictions are possible and may change suddenly. So we ask that you always call ahead before visiting, wear a mask when inside or not in public and most importantly, do not travel if you are sick. Thank you in advance, and we're excited to see you this winter in Fort Bragg.

FORT BRAGG
 NORTH COAST CALIFORNIA

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STAY CONNECTED

Email:

Submit

FORT BRAGG

NORTH COAST CALIFORNIA

Campaigns

Restaurant Week/Month (12/26/20 > 3/26/21)

Objective: Site and Social Engagement > Drive Limited Range Visits > Support Restaurants

Tactics: Email (2), Organic & Paid Social

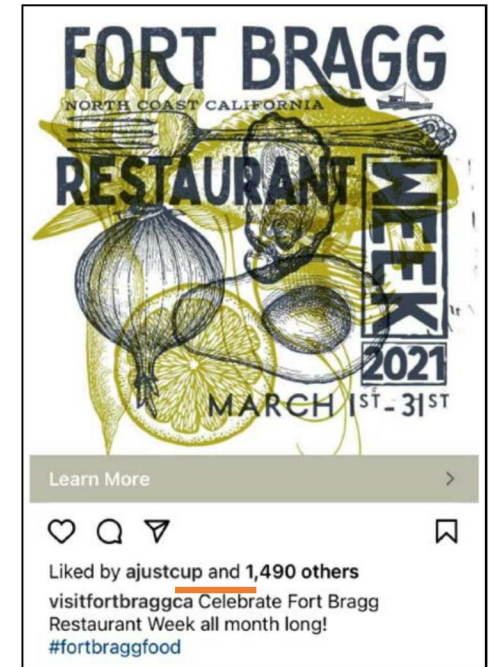
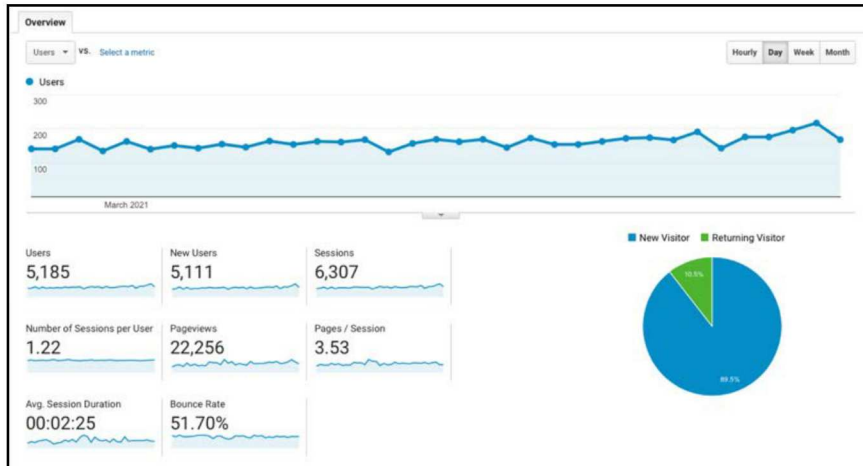
Results:

Paid Social:

- 26,808 People Reached
- 3,484 Post Engagements (5.82%)
- Total Spend: \$275

Site Traffic:

- 5,406 Users



Campaigns

Book Early (4/8/21 > 4/30)

Objectives: Newsletter Sign-Ups, Site and Social Engagement > Drive Limited Range Visits

Tactics: Email (2), Organic & Paid Social

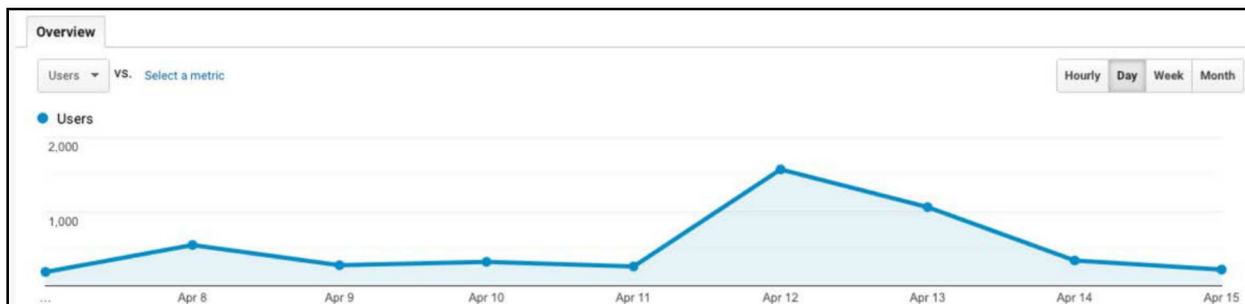
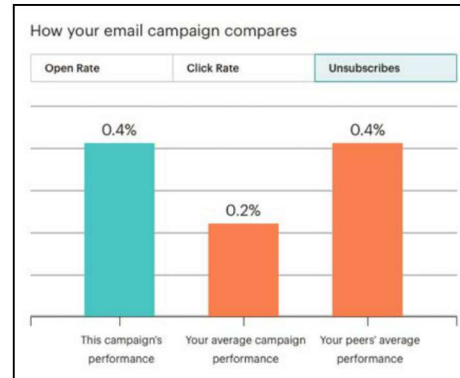
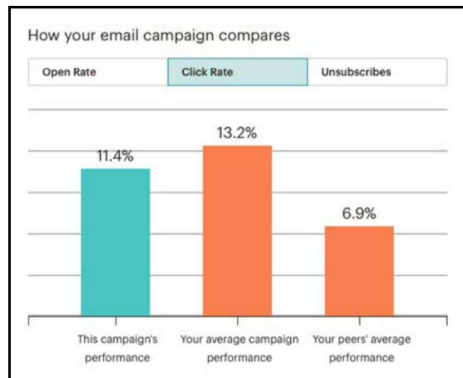
Results (to date):

Newsletter Sign-Ups:

- 560

Site Traffic:

- 5,055 Users
- 12,347 Page Views



FORT BRAGG
NORTH COAST CALIFORNIA

PLAN YOUR TRIP - EVENTS - OUR STORIES - ABOUT FORT BRAGG

FORT BRAGG BECKONS

FREE WEEKEND SWEEPSTAKES

California's favorite coastal town is calling you back. With warm weather and endless outdoor activities, now is a great time to plan the visit to Fort Bragg you've spent the last year longing for.

WIN A FREE WEEKEND

While nothing quite matches the excitement of knowing you have a trip to Fort Bragg on the books, here's the next best thing. Click below to enter The Fort Bragg Beckons Free Weekend Sweepstakes by subscribing to our newsletter. If you already got the emails, you're already entered, so tell a friend and maybe they'll bring you along to Fort Bragg if they win. Entry deadline and winner announced 12:00 PM Friday, April 30, 2021.

ENTER TO WIN

Name *
First Last

Email *

Submit

WHAT DO YOU WIN

PRIZES FROM:

- Noyo Harbor Inn
- Cafe One
- Liquid Fusion Kayaking
- Skunk Train
- North Coast Brewing
- Cocula Yarns
- Cowlick's Ice Cream
- Overtime Brewing
- Drop In Donut

BOOK YOUR STAY

Until you can be here, let these videos take you to your happy place on the North Coast.

FORT BRAGG BECKONS

FORT BRAGG BECKONS



Campaigns

Photo Collection (5/1/21 > 5/31/21)

Objectives: Social Engagement & Follower Growth > Grow Photo Library

Tactics: Email, Organic & Paid Social

Concept:

- #PhotoBragg
- Finalists Selected By VFB Committee
- Social Poll Determines Winner
- Prizes: Showing in Downtown Gallery, Posters & Postcards

Forward

Strategic Imperatives (2021 > 2022)

Near & Long Term Destination Affinity

Capitalize On *Revenge Travel* Trends In A Noisy, Competitive Marketplace

Goals:

- Expand Reach To Find New Fort Bragg Fans
- Incent Visitors To Visit and Patronize
- Highlight Proximity and Diversity of Activities
- Catalyze Enthusiasm Among Current Followers

Ideas:

- Segment & Promote To Visitor Types
- Editorial Content For Earned Media Opportunities

Engagement = Affinity = Visits

Goals:

- Maintain VisitFortBraggCA.com As A Dynamic, Useful and Enjoyable Online Destination
- Grow Social and Email Following
- Incent Current Followers To Share

Ideas:

- Personalize With Ongoing Stories
- Revisit SEO Optimization

Local Economic Vitality

Promote Central Business District Improvements

Goals:

- Strategically Position For Consistent, Compelling Messaging
- Engage Locals To Support and Contribute
- Promote Visitor-Friendly Improvements To Followers

Ideas:

- Local Pride Campaign - Landing Page and Social Channel To Rally Support and Promote Transparency
- Civic Improvement Projects: ex: High School Art Department Gets A Store Window, etc.

Support Local Merchants

Goals:

- Continue To Optimize Site To Drive Traffic To Shops, Hotels and Activities

Ideas:

- Segmented Campaigns With Direct-Link Itineraries
- Revisit SEO Optimization

Contract Options

Current Scope

Since March, 2021, The Idea Cooperative has been working under a temporary, three-month contract extension, covering:

- Ongoing Social Media Posting & Monitoring
- Monthly E-marketing Analytics Report Summary
- One Monthly Promotion To Drive Engagement and Visits
 - Creative Theme/Concept
 - One Email
 - Social Media Materials
 - Collateral/Signage If Needed (note: does not include printing costs)
 - Web Development of Custom Landing Page If Needed

NOTE: Paid social media billed separately.

Cost: \$8,000/mo.

Revised Proposal Overview

To achieve the Strategic Imperatives outlined previously, The Idea Cooperative proposes a 12-month contract covering:

- Current Scope
- +
 - Regular Local Content Development (Photography, Video, Audio/Podcasts) To Increase Engagement
 - Monthly Content (vs. Promotional) E-newsletter – To Increase Engagement and Support Local Merchants
 - Monthly Editorial Content Development and Earned Media Initiatives – To Expand Reach and Awareness
 - Social Media Expansion and Campaigns To Increase Followers
 - Monthly Paid Media Allocation To Increase Impressions/Awareness and Support Local Business Initiatives
 - Strategic Messaging and Campaign Development To Support Central Business District Improvements

Cost: \$12,000/mo.

+ \$3,000/Mo. Paid Media*

\$180,000

* Paid media budget may not be allocated monthly

From: [Jenny Shattuck](#)
To: [Lemos, June](#)
Subject: consent calendar comment
Date: Monday, April 26, 2021 6:02:37 PM

I am concerned about the additional funding for promoting more tourism and hotels stays. I spoke with members of Visit Mendocino and the Hotel industry weeks ago and they said not only are they booked up for the summer, they are not sure what will happen when we run out of water to accommodate them. Visit Mendocino has not promoted people coming here because as one member said "They already are", so they have just stuck to branding and promoting masking safety.

It was credited in the Visit Fort Bragg committee meeting that the reason for the large TOT was because of the promotion done on social media and the website.

However, our social media and website were telling people not to come and to come back later when restrictions were lifted. People still came, and are coming here because they are limited to domestic travel, we have had low numbers of covid comparatively and people were escaping being stuck inside in highly populated areas. Anyone who works in the restaurant or hotel industry will confirm this. If we are going to have all these visitors, instead of promoting us, when they are already booked full, perhaps supplying extra portable bathrooms, trash cans and hand washing areas.

Everyone uses the restroom and there is not the infrastructure to accommodate people when our benches, trashcans and bathrooms are lacking. I like our new website and social media, however more money to try to get people to book now, stay later is pointless, as

that is what has been happening since last year. I encourage more communication with Visit Mendocino, which says they have reached out to collaborate and be on the same page when it comes to promoting. Perhaps funds could be spent to get water tanks full at the hotels and fill them now to ensure they have supply and continue to contribute to the much coveted TOT.

Jenny Shattuck
Fort Bragg



City of Fort Bragg

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

Text File

File Number: 21-170

Agenda Date: 4/26/2021

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8A.

Receive Report on Request to Connect Out-of-City Property to City Water System and Provide Direction to Staff on Council Policy



AGENCY: City of Fort Bragg
MEETING DATE: April 26, 2021
DEPARTMENT: Community Development
PRESENTED BY: Tabatha Miller
EMAIL ADDRESS: tmiller@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

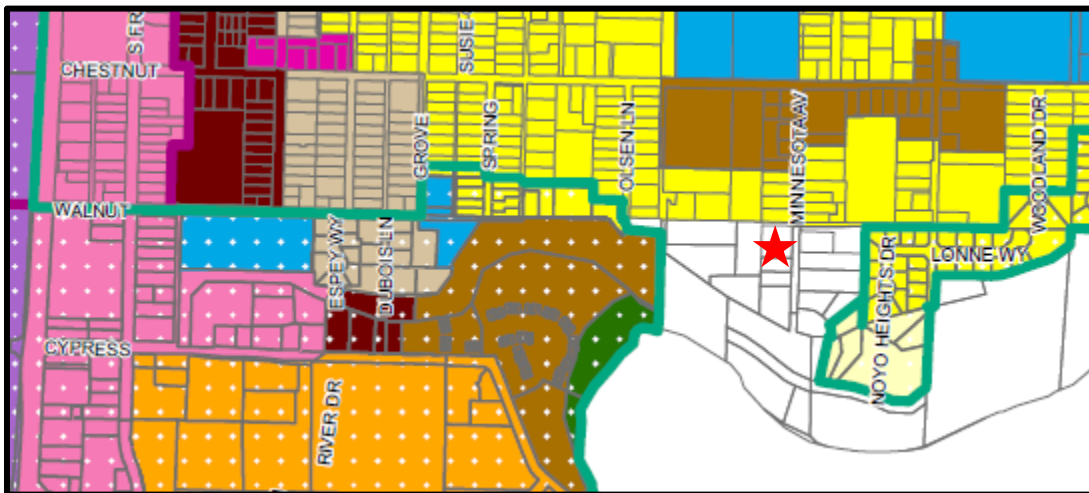
Receive Report on Request to Connect Out-of-City Property to City Water System and Provide Direction to Staff on Council Policy

ISSUE:

The Property owners at 203 Minnesota Ave (19970 Jacobson Lane), which is located outside the City Limits in a designated coastal zone, are requesting to connect to the City's water system. Fort Bragg Municipal Code Section 14.04.180 provides "Outside City water shall be considered on an individual basis on application to City Council" (Ordinance 416 § 18, passed 1973).

ANALYSIS:

The property at 19970 Jacobson Lane is served by City sewer but depends on a well that is not reliable for water service. The HUD eligible rental house is just outside of city-limits on the south end of town in a pocket of unincorporated Mendocino County.



Historic Council Policy:

Since the year 2000, the City of Fort Bragg's policy has been to disallow new water service connections to parcels outside the City limits. In 2003, the City Council passed a resolution allowing for sewer connections outside of the City Limits with a number of conditions, but did not change the policy on new water service connections. Since that time, requests for the provision of potable water service outside the City have been denied. The policy was reviewed in 2005, 2006, and 2013, and each time the committee/council decided to uphold the existing policy.

The reasoning for the policy is based on continued studies and monitoring of City Water Supplies and the conclusion that:

- The City does not have “surplus” water to serve additional properties outside the City limits.
- The City has a primary obligation to provide water service to its own citizens before serving others.
- The City has planned development areas that might be limited if water is used for services outside the City.

General Plan Guidance:

The Coastal General Plan does not address the policy of providing water services to parcels outside the City Limits. It states that out-of-area service agreements may be approved for new connections to the sanitary sewer system (Coastal General Plan Policy LU 2.2) for development proposals that comply with the policy of the Municipal Improvement District. The Policy is silent on potable water service connections.

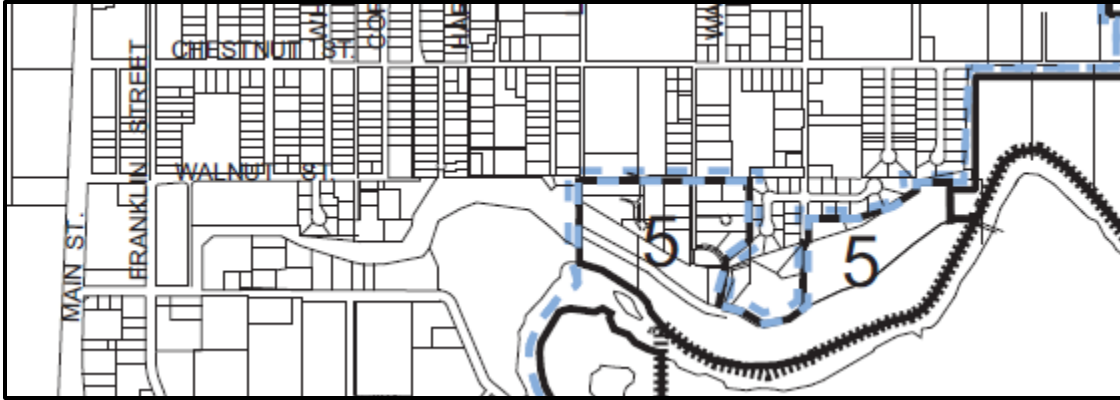
However, Policy PF-2.2: Potable Water Capacity does include the following text:

“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.”

The provision of water to properties outside the City Limits could affect the City’s priority for development of the Mill Site and new housing. There have been numerous requests for water service to parcels outside the City limits over the years. Changing the City’s longstanding policy on no new potable water connections is inconsistent with the Coastal General Plan. Another consideration is the trigger that any water system with 3,000 or more connections is considered an urban water supplier and subject to [additional regulation, reporting and conservation measures](#). The City has hovered below that threshold for a number of years.

Annexation:

The property owners at 203 Minnesota Avenue have indicated that they would be open to the possibility of annexation into the City Limits. The City could consider annexation, which would expand the City limits to add additional parcels or properties. Based on the Coastal General Plan, this would require annexing all of Zone 5 as seen on the LU-3 Annexation Areas Map. (See also Attachment 1.)



Annexation is a complex process, which is expensive for both the applicant and the City, and likely the reason it does not take place very often. The last annexation was in 2006, to annex Pomo Bluffs Park, and prior to that it was 1998. An annexation requires an application submitted to the Local Agency Formation Commission (LAFCo) who manages and approves the process. A proposed annexation must conform to the City's Coastal General Plan (CGP).

The CGP addresses annexations in the Land Use Chapter in the following policies and programs:

Policy LU-2.4 Annexation Standards: Require annexations to the City to meet all of the following standards:

- Areas annexed must be able to be served by existing City facilities and by facilities provided by other agencies, or by environmentally and economically feasible improvements to these facilities.
- Prior to City approval of an annexation application, findings shall be made indicating that:
 - Necessary public and private infrastructure to support the development is available, or that a development plan for extending or upgrading the infrastructure has been adopted, and that the annexation would not result in a substantial reduction or deterioration of public services and facilities, including streets, water supply, wastewater treatment, storm drainage facilities, fire, police, schools, and other public services and facilities.
 - Proposed annexations must be contiguous to existing developed areas. Annexation proposals that “leapfrog” over vacant and undeveloped land shall not be approved.
- Based on a cost-revenue analysis, annexations shall have a cumulative net positive fiscal effect on the City within fifteen years of approval. The fiscal analysis must demonstrate that annexed properties would generate sufficient City revenues to pay for ongoing services to the annexed area and infrastructure cost benefiting annexed area borne by City – such as public safety, road maintenance, street lighting, etc. To achieve this, property owner(s) may be required to establish Mello-Roos districts and/or other forms of benefit assessment districts as a condition of, and at the time of, annexation to the City.

- All annexation applications shall include an environmental review document, which provides full disclosure of any potential adverse environmental impacts. To the maximum extent possible, annexations that would result in significant environmental impacts will not be approved.
- A development plan, including maps and text, showing how existing and proposed future development within the annexation area contributes to the attainment of Coastal General Plan goals and policies, shall be submitted with an annexation application.
- All proposed future development within an annexation area shall be consistent with the land use designations shown on the Land Use Designations Map and all other requirements of the Coastal General Plan and the Fort Bragg Municipal Code.

Program LU-2.4.1: Require a fiscal impact analysis of proposed annexations, at the applicant's cost, as deemed appropriate by the City. The fiscal impact analysis shall include, at a minimum, the cost of providing City services on a per capita basis for residential projects, or per square foot of building for commercial and industrial projects, the impact on existing and future property owners, and a comparison of the potential revenues anticipated from the proposed annexation versus the cost to the City of providing services for a period of at least five years from the date of project completion.

Policy LU-2.5 Discourage Piecemeal Annexations: Discourage annexations of small, individual parcels of land in a piecemeal fashion.

Program LU-2.5.1: Consider revising the Coastal LUDC to establish a minimum area for an annexation request or a process for pre-approval of the annexation area by the City Council prior to accepting an annexation application as complete.

Program LU-2.5.2: Annexation applications should include, to the maximum feasible extent, the entire annexation area as shown in Map LU-3: Annexation Areas...

Additionally the Public Facilities element of the CGP provides the following guidance:

Policy PF-2.2: Potable Water Capacity... 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.

Annexation Process:

If the property owner applied to the City for Annexation and the City were to determine that annexation was in conformance with the CGP, City Council would need to adopt a resolution to apply for annexation through the Mendocino County Local Agency Formation Commission (LAFCo). This process is regulated by the Cortese–Knox–Hertzberg Local Government Reorganization Act of 2000. Depending on the size of the annexation and the socio-

economic factors, LAFCO has different requirements. The process is public and requires agreement from the majority of property owners. See Attachment 2 for the LAFCO Policies and Procedures.

Summary:

The City of Fort Bragg is in the midst of a housing crisis and a drought that affects the entire state of California. In the Regional Housing Needs Assessment (RHNA) developed by the Mendocino Council of Governments, the City's share of the regional housing need is 137 units. The City will have to provide water to these residences. An additional priority of the Council is developing the former Georgia Pacific Mill Site, which will also require additional water.

In drought years, local residents have been required to conserve water and local businesses have had to go to such extreme steps as having to use paper plates and disposable utensils to conserve water. Adding new water users to the City's water system at this time could exacerbate conditions with existing residents and businesses.

Annexation is an option for the property in question, if the majority of the zone were to agree. However, it is a long and complicated process, and may face challenges if the City does not have sufficient water resources to serve the zone.

Although not consistent with several Coastal General Plan Policies, adding a small individual parcel by itself would have little impact on water resources and the system. The consideration for Council, if Council chooses to take this approach, would be policy going forward for future utility service requests. Is there a threshold (number of connections or water availability) or a physical boundary to limit how many individual service connections are viable before the system and future growth is limited or even compromised?

Separate from this request and subject to the Inland General Plan, property owners in Zone 1 and Zone 3 of the sphere of influence on the east side of town have also requested connection to the City's water and sewer systems. In March 2020, just before the pandemic shutdown, the then members of the Public Works and Facilities Committee directed the prior Public Works Director to investigate annexation of and utility connections for properties in these Zones. These requests should be considered in Council's direction on out-of-City utility connections.

ALTERNATIVE ACTION(S):

1. Make no changes to the City's no out-of-area water connections policy and do not pursue annexation at this time.
2. Direct staff to conduct a feasibility study for providing water service to out-of-area parcel(s).
3. Direct staff to conduct a survey of Zone 5 to determine if the current property owners in the district would like to pursue annexation.

FISCAL IMPACT:

The fee for adding a new water service connection on an existing line outside the city limits would typically range from \$6,500 to \$7,000. However, in this particular case, the size of the pipe beyond the City’s fire hydrant, is reduced from 6” to 4”. There are already about 18 properties served by the line and it cannot handle any more without upsizing to a 6” pipe. The estimated cost of upsizing about 450’ of 4” pipe to 6” pipe would be roughly \$25,000 - \$30,000 and could serve no more than three additional properties. Additional work would be necessary to provide a more accurate estimate.

In comparison, some of the other options for an individual water user may include digging a deeper well and/or a water tank, and purchasing a water delivery. In comparison, the cost of annexation to both the City and the applicant would likely be upwards of \$25,000 and would take at least a minimum of a year, to complete all the necessary agreements between the property owners, the City, and the County of Mendocino.

GREENHOUSE GAS EMISSIONS IMPACT:

This could have a miniscule minimization of greenhouse gas emissions if the property owners are using a water delivery service and switch to municipal water, it would limit the number of vehicle trips, but the amount would be insignificant.

CONSISTENCY:

See above analysis.

IMPLEMENTATION/TIMEFRAMES:

Dependent on Council direction, as outlined above.

ATTACHMENTS:

1. Request for Extension of Water Service
2. Coastal General Plan Map LU-3 Annexation Areas
3. Mendocino LAFCo Policies and Procedures Manual
4. Fort Bragg Zoning Map

NOTIFICATION:

1. Pam Sotak

March 31, 2021

Tabatha Miller
Fort Bragg City Manager
416 N. Franklin Street
Fort Bragg, CA 95437

VIA E-MAIL: TMiller@FortBragg.com

RE: City Water Rights at 203 Minnesota Ave (19970 Jacobson Lane)

Dear Ms. Miller:

This letter is in follow-up to our phone call today and our request for water rights at the above location.

As I understand from our conversation, it will be up to City Council to determine the path we need to take in order to gain any water rights. Once you receive this letter, you will put together the necessary information for City Council to make an evaluation. I hope the following will help in their evaluation:

1. The house is currently rented
2. The house is HUD eligible
3. The house currently has City Sewer hooked up
4. The Well on the property is not reliable
5. The Well could possibly still be used for irrigation
6. We would be open to future Annexation into the City
7. We would be open to possibly adding additional rental housing on the property

We look forward to hearing from you with the City Council meeting date where this will be discussed.

Thank you for your assistance in this matter.

Sincerely,

Pam Sotak

Pam and Mark Sotak
Annette and Terry Richards
Owners

**MENDOCINO
LOCAL AGENCY
FORMATION COMMISSION**



POLICIES & PROCEDURES MANUAL

ADOPTED NOVEMBER 5, 2018

RESOLUTION No. 2018-19-03

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Part 1:

Administrative Policies & Procedures

1 | PREAMBLE

Actions taken by the Mendocino Local Agency Formation Commission shall be predicated on the following principles.

1.1 MISSION

It shall be the mission of the Mendocino Local Agency Formation Commission to:

- a) Consider the present and future needs of the community;
- b) Oversee the logical formation and development of cities and special districts;
- c) Coordinate the efficient and rational delivery of municipal services;
- d) Preserve agricultural and open space resources; and
- e) Discourage urban sprawl.

1.2 GENERAL GUIDELINES

- First: Commission decisions will be based on the best interests of those served by LAFCo.
- Second: Commission actions will take into account 'long term' consequences and effects on future generations, seeking the greater good for the citizens.
- Third: In all of its decisions and actions, the Commission's desired result is the most efficient and effective delivery of services by local entities including the County, cities, special districts, and service delivery agencies throughout Mendocino County.
- Fourth: LAFCo Commissioners and staff are dedicated to hearing and responding to community needs through an open and engaged process, and to delivering an excellent level of service emphasizing transparency, efficiency, integrity and fairness in its operations.
- Fifth: Once a decision has been made, the Commission will not deviate from that decision unless new and compelling information is provided.
- Sixth: Preference shall be given to those local agencies which can provide services in the most effective and efficient manner.
- Seventh: Where special district boundaries overlap city limits, the Commission will advocate for district detachments if the city can demonstrate a higher level of service or an equivalent level of service at a lower cost.
- Eighth: Open space and/or undevelopable land will be included within a city sphere of influence only if compelling determinations can be made by the Commission.
- Ninth: Prime agricultural land, commercial timberland, and dedicated open space will generally not be considered for annexation to a city.

2 | INTRODUCTION

2.1 AUTHORITY, PURPOSE, JURISDICTION AND GENERAL INTENT

The Mendocino Local Agency Formation Commission (LAFCo) was established by and operates under the provisions of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH Act). (California Government Code Sections 56000 *et seq.* and 57000 *et seq.*)

This law establishes LAFCo as an independent public agency within Mendocino County. LAFCo functions under applicable state statutes, and state and local policies relating to the organization of local government; specifically boundary changes for cities and most special districts (including sphere of influence, incorporations, reorganizations, annexations, detachments and other changes of organization). In this capacity, Mendocino LAFCo plans and regulates boundaries for cities and special districts within the County.

The CKH Act requires each LAFCo to adopt written policies and procedures. Other state laws require LAFCo to adopt written policies and guidelines applicable to specialized functions (e.g., California Environmental Quality Act, Political Reform Act, etc.).

This Policies and Procedures Manual is a compilation of written policies and procedures adopted by Mendocino LAFCo. These policies are intended to supplement state law, rather than interpret or reiterate the statute. To fully understand LAFCo processes and procedures, the applicable provisions of state law should be reviewed in conjunction with this document. All citations included in the Manual are from the CKH Act, unless otherwise noted.

Each chapter of the Manual is freestanding and can be amended or changed without amending the entire Manual. The Mendocino LAFCo Executive Officer ensures the Manual is current and up to date and publically available. To the extent that any portion of the Manual conflicts with any provision of law, the applicable law takes precedent.

2.2 PROCEDURAL FLEXIBILITY

The Policies and Procedures Manual is a guide. The Commission may, by majority vote, modify procedures and polices set forth in the Manual when the situation warrants, provided the change is not in conflict with statutes governing LAFCo activities; nor inconsistent with other policies and procedures included within the Manual.

2.3 AMENDMENT PROCEDURES

The Commission shall approve all amendments to the Policies and Procedures Manual by a majority vote.

3 | COMMISSION RULES AND PROCEDURES

3.1 AUTHORITY

These rules are adopted pursuant to the CKH Act and apply to Mendocino LAFCo and proceedings conducted before that Commission.

3.2 COMMISSION MEMBERSHIP

The Commission consists of seven regular and four alternate members, selected as follows:

3.2.1 COUNTY

Two Members and one Alternate Member are members of the Mendocino County Board of Supervisors appointed by the Board of Supervisors.

3.2.2 CITY

Two Members and one Alternate Member are City Council Members appointed by the City Selection Committee consisting of the mayors from the four cities.

3.2.3 DISTRICT

Two Members and one Alternate Member are Special District Board Members appointed by the Special District Selection Committee consisting of Presidents or Chairpersons from the Independent Special Districts in the County. If it is determined that a meeting of the special district selection committee is not feasible, the LAFCo Executive Officer shall conduct a nomination and election process by mailed ballot in accordance with G.G. §56332(f).

3.2.4 PUBLIC

One Member and one Alternate Member from the general public are appointed by the six other members of the Commission. Public Members cannot be a current officer (elected or appointed) or employee the County of Mendocino or of any city of special district located within the county.

Commission selection procedures include the following steps:

- a) Advertisement of the position(s) in newspapers of general circulation in the county.
- b) Interviews of the candidates by the full Commission. If appropriate, the Commission may appoint a screening committee to screen applications to reduce the number to be interviewed to a manageable number.
- c) Selection by majority vote subject to the affirmative votes of at least one city, county, and district member seated on LAFCo.

3.3 RESPONSIBILITIES OF COMMISSIONERS

LAFCo Commissioners sit as independent decision-makers and are required by law to exercise their independent judgment on behalf of the general public within Mendocino County. Commissioners shall exercise their responsibilities to consider their decisions within a regional or county-wide perspective without regard to a specific interest group or government agency.

3.4 COMMISSIONER TERMS OF OFFICE

- a) All Commissioner terms of office shall be for four years. Any new appointments made during the four-year term shall be for the purpose of completing the remainder of the four-year term.
- b) The expiration date of the term of office for all Commissioners shall be December 31st of the year in which their term expires as allowed by Section 56334. New Commissioner terms of office shall begin on the date of the first Commission meeting in January of the year in which they are appointed, or as soon thereafter as is practical.

3.5 OFFICERS

3.5.1 SELECTION OF CHAIR AND VICE CHAIR

The Members of the Commission shall elect a Chair, a Vice Chair, and a Treasurer at the first meeting of the Commission held in January of each year or as soon thereafter as possible. The Chair, Vice Chair, and Treasurer shall serve for one-year terms, or until their successors are elected, whichever occurs later. Should the Chair, Vice-Chair, or Treasurer cease to be a member of the Commission, the Commission shall at the first available meeting select a successor to fill the position for the balance of the year.

3.5.2 CHAIR

The Chair shall preside at all meetings of the Commission and shall conduct the business of the Commission in the manner prescribed by State Law and by these rules. The Chair shall preserve order and decorum and decide all questions of order, subject to the action of a majority of the Commission.

In the absence of an objection, the Chair may order a motion unanimously approved by the members present, however any Commissioner may call for a roll call vote on any item.

The Chair shall be permitted to participate in debate and vote, move or second a motion without surrender of the Chair.

The Chair shall have the authority to sign all resolutions, directives and contracts approved by the Commission. The Chair shall also have authority to sign any documents necessary for the operation of the Commission and to authorize budget transactions.

The chair shall have the authority to appoint members to Committees.

3.5.3 VICE CHAIR

In the event that the Chair is absent or unable to act, the Vice Chair shall act as Chair and exercise all the powers and duties of the Chair.

3.5.4 TREASURER

The Treasurer shall review monthly revenues and expenditures for consistency with the adopted budget and shall monitor invoices to be paid.

3.5.5 CHAIR PRO TEM

If both the Chair and Vice Chair are absent, or for any reason unable to act, the members of the Commission present shall select one of the members to act as Chair Pro Tem, said selection to be entered into the minutes. The Chair Pro Tem shall have all of the powers and duties of the Chair while the Chair and Vice Chair are absent or for any reason unable to act.

3.6 PARTICIPATION OF ALTERNATE MEMBERS

- a) Alternate Members shall be seated and entitled to vote if a Regular Member in their category is absent, or has been disqualified on any matter. If both Regular Members in their category are absent or disqualified, the Alternate Member who is authorized to serve shall only have one vote.
- b) Alternate Members are encouraged to take an active role in LAFCo matters including Commission discussions, policy development, working groups, workshops, committees, and CALAFCO activities.

- c) Because Alternate Members may at any time be called upon to vote in place of a Regular Member, the Mendocino LAFCo encourages Alternate Members to participate in and to attend closed sessions, even when they may not vote. *(Amended by Resolution No. 2017-18-09)*

3.7 COMMISSIONER COMPENSATION

- a) Special District, Public Members and their Alternates shall be eligible to receive a meeting per Diem of \$50.00 for Regular Commission meetings.
- b) Commission Members and Alternates are eligible for and may request mileage reimbursement at the standard federal rate for Regular Commission meetings.
- c) Commissioner Members and Alternates are eligible for reimbursement of actual costs associated with approved out-of-county travel, lodging, meals, and registration fees, and other necessary and reasonable expenses. The standard federal mileage rate and meal allowances as established by the California Department of Human Resources shall apply.
(Amended by Resolution No. 2018-19-02)

3.8 MEETINGS

3.8.1 GENERAL

All meetings conducted by Mendocino LAFCo, including posting and publication of notices and agendas, shall adhere to the provisions of the Ralph M. Brown Act (54950 *et seq.*).

3.8.2 REGULAR MEETINGS

Regular meetings of the Commission shall be held on the first Monday of each month, at the Mendocino County Board of Supervisors Chambers, 501 Low Gap Road, Ukiah, CA, commencing at 9:00 AM unless otherwise noticed. If any regular meeting of the Commission falls on a holiday, the regular meeting of the Commission shall be held on the preceding or succeeding Monday that does not fall on a holiday or on the first available date agreeable to the Commission.

3.8.3 SPECIAL MEETINGS

Special meetings may be called at any time by the Chair or by a majority of Commissioners in a manner provided for in State Law. The order calling the special meeting shall specify the time and place of the meeting and the business to be transacted at such meeting, and no other business shall be considered at that meeting. The call and notice shall be posted at least 24 hours prior to the special meeting at the Commission's regular place of posting.

3.8.4 REQUEST FOR SPECIAL MEETING

Any interested party may request that the Commission hold a special meeting by submitting a written request to the LAFCo Executive Officer indicating the specific reasons for such a meeting. The request will be considered by the Commission at its next regular meeting for which adequate notice can be provided. If the request is granted, the applicant is responsible for all costs associated with the conduct of the special meeting.

3.8.5 MAJOR HEARINGS

At the recommendation of the Executive Officer, the Commission shall consider holding meetings in proximity to the affected project area. The determination of what constitutes a major agenda item shall be made by the LAFCo Executive Officer and is subject to verification by the Commission.

3.9 COMMITTEES

3.9.1 STANDING COMMITTEES

The Executive Committee consists of the Chair, Vice Chair, and Treasurer or a third Commissioner appointed by the Chair. The Executive Committee is responsible for administrative oversight, personnel matters, and budget preparation and review.

The Policies and Procedures Committee is made up of three members appointed at the first Commission meeting of each calendar year, as recommended by the Chair and ratified by the Commission. The Policies and Procedures Committee is responsible for developing and maintaining the Policies and Procedures Manual. Revisions shall be proposed to the full Commission for consideration and adoption.

The two Standing Committees are subject to the requirements of the Brown Act. The two Standing Committees shall meet on an as-needed basis. Recommendations from the two Standing Committees can be made by the Committees and presented to the full Commission for consideration and approval.

3.9.2 AD HOC COMMITTEES

Ad Hoc Committees are formed as necessary to address specific topics, projects, and issues. Examples include Municipal Service Review projects, Sphere of Influence Update projects, Grand Jury Reports, and Commission Workshops and Seminars. Each Ad Hoc Committee is made up of three members as recommended by the Chair and ratified by the Commission.

3.10 CONDUCT OF MEETINGS

3.10.1 ORDER OF BUSINESS

The business of each regular meeting of the Commission shall be transacted to the extent practicable in the following order:

- a) Call to order and roll call
- b) Consent Agenda items
 - i. Minutes of the previous meeting or meetings
 - ii. Claims for Payment
 - iii. Financial Report
- c) Verification of any Resolutions
- d) Public Expression
- e) Matters Set for Hearing
- f) Other Matters for Discussion & Possible Action
- g) Committee Reports
- h) Executive Officer's Report
- i) Commissioner Reports, Comments or Questions
- j) Legislation Report
- k) Adjournment

3.10.2 QUORUM

Four members of the Commission shall constitute a quorum for the transaction of business. In the absence of a quorum, the Executive Officer may adjourn the meeting to a stated time and place in accordance with §54955.

3.10.3 MAJORITY VOTE

Four affirmative votes are required to approve any proposal or other action. A tie vote or any failure to act by at least four affirmative votes shall constitute a denial. An abstention shall not be counted as an affirmative vote.

3.10.4 ROLL CALL VOTING

- a) The roll need not be called in voting upon a motion except when the matter involves the adoption of a Resolution, or a roll call vote is requested by a member of the Commission.
- b) If the roll is not called and no objection is raised by a member of the Commission, the Chair may order the motion unanimously approved.
- c) The Commission Clerk shall determine the voting order, except that the Chair shall be called last.

3.10.5 AUTHORIZATION TO VOTE

- a) A member shall not participate in a final vote on a matter on which a hearing has been held at which such member was not in attendance, until that member is familiar with the substance of such hearing.
- b) This may be done by reviewing the written material presented at the hearing and by listening to the recording of such hearing; or by viewing a video of the hearing; or by reading a transcript of the proceedings if one has been prepared.

3.10.6 DISQUALIFICATION AND CONFLICT OF INTEREST

The representation by a Regular or Alternate Member of a city or district shall not disqualify the member from acting on a proposal affecting that city or district in accordance with §56336.

3.10.7 COMMISSION ACTIONS

The Commission may act by resolution or motion. All final actions of the Commission on application determinations, budget adoption, spheres of influence, and policy considerations shall be made by resolution. When each Commissioner has received a copy of the resolution, the reading of the resolution is automatically waived unless a Commissioner specifically requests that it is read.

3.10.8 CONSENT CALENDAR

Routine matters that do not require a public hearing may be placed on the Commission's consent calendar. Approval of all items on the consent calendar may be made in one motion. Matters placed on the consent calendar may be removed by any Commissioner or a member of the public for discussion purposes and separate action.

3.10.9 SUMMARY MINUTES

Minutes of the Commission meetings shall be Summary Minutes that include the essence of agenda items considered by the Commission, Commission motions and seconds, and votes cast. The minutes shall also reflect the names of the public speakers, reasons for legally required abstentions from voting, and comments noted for the record. Detailed Commission and staff discussion, comments, questions, and answers are not reflected in the minutes. Minutes of the Commission meetings shall be presented to the Commission at its next regularly scheduled meeting.

3.10.10 COMMENTS FOR THE RECORD

If a Commissioner desires that a comment be included in the minutes, it is his or her responsibility to indicate that the statement is 'for the record' before making the comment and/or shall provide the comment in writing.

3.10.11 RECORDINGS OF THE MEETINGS

Regular Commission meetings are typically recorded and all recordings shall be archived for two years. Copies of meeting recordings are available upon request and compensation for the costs borne in producing copies. Meetings may be transcribed upon request and upon receipt of a deposit to cover the transcription costs (§56379). Failure to record a meeting does not negate the results of that meeting.

3.10.12 INFORMATIONAL PRESENTATIONS

Informational presentations will be placed on the Commission agenda by the LAFCo Executive Officer. Time allowed for such presentations may be limited at the discretion of the Chair.

3.10.13 PUBLIC COMMENT

- a) At each regular and special meeting, the Commission shall allow any member of the public to address the Commission on a matter within its jurisdiction.
- b) The Chair may establish reasonable regulations including but not limited to limiting the amount of time allocated for public testimony on particular issues and for each speaker (e.g., three minutes). An allocated time limit of three minutes per speaker may be overridden on a majority vote of Commissioners.
- c) Comments on agenda items are appropriate when the item is being discussed by the Commission. A speaker shall not be heard during the “Public Expression” portion of the meeting on a matter listed on the agenda except as authorized by the Chair.
- d) The Commission shall act only on items appearing on the agenda unless the action is authorized by §54954.2. The Chair may refer matters raised during the “Public Comment” period to the appropriate staff.
- e) Members of the public are encouraged to submit comments in writing in advance to the Commission relating to any items within LAFCo’s subject-matter jurisdiction, whether on the Commission agenda or otherwise. If received in time, staff will provide such written comments to all members of the Commission.

3.10.14 RULES OF PROCEDURE

Robert’s Rules of Order shall be used as the general guide for conducting meetings and to resolve points of order, unless otherwise specified herein.

3.11 COMMISSION REPRESENTATION

3.11.1 CHAIR TO ACT AS CEREMONIAL REPRESENTATIVE

The Chair is delegated to act as the Commission’s ceremonial representative at public events and functions. In the Chair’s absence, the Vice Chair is delegated to assume this responsibility. In both the Chair and the Vice Chair’s absence, the Chair shall appoint another Commission member or alternate to assume this responsibility.

3.11.2 MINISTERIAL DUTIES

The Chair is delegated to sign Commission correspondence and resolutions, and perform other ministerial functions as needed.

3.11.3 SPOKESPERSON

The Chair is considered to be the official spokesperson to represent the Commission. However, the Commission may, from time to time, designate an alternate spokesperson to represent the Commission on a particular matter.

3.11.4 COMMISSION MEMBER PARTICIPATION IN COMMUNITY ACTIVITIES

From time to time, Commission members and alternates may participate in community activities, events and task forces. Unless specifically authorized by the Commission, when a Commission member or alternate participates in such activities, the member or alternate is acting as an interested party rather than acting on behalf of the Commission.

3.11.5 REPRESENTATION

LAFCo members shall represent the official policies or positions of Mendocino LAFCo to the best of their ability when designated by the Commission as a delegate and/or spokesperson for this purpose. When presenting their individual opinions and positions, Commissioners shall explicitly state they are doing so as an individual.

3.11.6 LEGISLATIVE POLICY

- 1) The Commission shall consider adoption of a legislative platform annually, at the first regular Commission meeting following the CALAFCO publication of their legislative platform, or as needed.
- 2) In situations when proposed legislation affecting LAFCo cannot be considered by the full Commission due to timing, the Executive Officer is authorized to provide written or e-mail correspondence regarding the Commission's position if the position is consistent with the adopted legislative platform of the Commission.
- 3) The Chair (or Vice Chair in the absence of the Chair) shall review and either sign the letter or approve the e-mail prior to it being submitted.
- 4) After submission, the Executive Officer shall forward the signed letter or approved e-mail to the Commission.
- 5) The correspondence will be included on the consent calendar of the next available Commission agenda for ratification. *(Adopted by Commission, August 7, 2017)*

4 | STAFFING

4.1 EXECUTIVE OFFICER

The Commission shall appoint an Executive Officer as the chief administrative official to implement the policies and directives established by the Commission. The Executive Officer will also be responsible for the day-to-day operation of LAFCo.

The Executive Officer is an independent contractor appointed under a contract by the Commission. The terms, duties, responsibilities, and work program for the Executive Officer shall be based on a response to a Request for Proposal issued by the Commission, and shall be formalized through a Professional Services Agreement.

Additional staff members may also be included in the Agreement, with duties and responsibilities based on the response to the Request for Proposal and formalized in the Professional Services Agreement. These staff members may include a Commission Clerk, a LAFCo Analyst, or any other specialty personnel required to carry out the adopted work program.

4.2 LAFCO COUNSEL

Pursuant to §56384(b), the Commission shall appoint a legal counsel to advise it. The Commission may utilize the services of the Mendocino County Counsel's Office by contract for legal services or may solicit proposals from qualified attorneys to provide such services under contract. In the event of any conflict of interest on a matter before the Commission by the legal counsel, the Commission may appoint an alternate legal counsel pursuant to state law.

5 | BUDGET AND FINANCIAL PROCEDURES

LAFCo encourages an open, collaborative process in the development of its budget, and strives to equitably apportion its expenditures among the member agencies who contribute to the costs of LAFCo.

5.1 BUDGET

5.1.1 AUTHORITY TO DEVELOP AND ADOPT THE BUDGET

Each year, following noticed public hearings, the Commission adopts Proposed and Final Budgets in accordance with the CKH Act. The Proposed Budget must be adopted by May 1st and the Final Budget by June 15th. The budget is based on a July 1 to June 30 fiscal year.

Subsequent to public hearings, consideration of comments, and adoption of a Final Budget by the Commission, the County Auditor is responsible for apportioning the net operating expenses of the Commission to the County, the cities and the independent special districts according to a formula established pursuant to §56381.

If the County, a city or an independent special district does not remit its required payment within 60 days after July 1, the Executive Officer shall request that the County Auditor collect an equivalent amount from the property tax, or any fee or eligible revenue owed to that agency, pursuant to §56381.

5.1.2 PRELIMINARY BUDGET AND PROPOSED ANNUAL WORK PLAN

Prior to March 1st of each year, the Executive Officer shall prepare a Preliminary Budget and Work Plan for the ensuing fiscal year. The Preliminary Budget and Work Plan shall be submitted to the Executive Committee during March for their review, input and comment.

The Preliminary Budget shall show anticipated revenues and expected expenditures by line item in sufficient detail to allow for Commission, member agency, and public review. The Work Program shall provide a narrative of the expected work products to be accomplished during the fiscal year, and likewise shall be in sufficient detail to allow for Commission, member agency, and public review.

5.1.3 PROPOSED BUDGET AND WORK PLAN

At the regular Commission meeting in April, the Executive Committee shall present the Proposed Budget and Work Plan for the ensuing fiscal year to the full Commission. The Proposed Budget shall be adopted following a noticed public hearing for which adequate notice has been given to each member agency.

5.1.4 FINAL BUDGET AND WORK PROGRAM

Prior to June 15th of each year, the Final Budget and Work Plan for the ensuing Fiscal Year shall be adopted by the Commission. The Final budget shall be adopted following a noticed public hearing for which adequate notice has been given to each member agency.

5.1.5 RESERVES FOR FISCAL STABILITY, CASH FLOW, AND CONTINGENCIES

Mendocino LAFCo will strive to maintain reserves for fiscal stability, unforeseen operating or capital needs, cash flow requirements, revenue source stability from revenue shortfalls, and unanticipated legal fees. The reserves consist of an Operating Reserve of 25 percent of the annual operating budget and a Legal Reserve of \$35,000 and are to be maintained in separate accounts. (*Resolution No. 2018-19-06*)

5.1.6 BUDGET ADJUSTMENTS

The Commission may make adjustments to its budget at any time during the fiscal year as it deems necessary. The Executive Officer may approve expenditures exceeding individual account budgets up to 5 percent of a budget line, not to exceed \$3,000. Any budget exceedances will be reported to the Commission at the following regular meeting. (*Resolution No. 2017-18-03*)

5.2 FINANCIAL PROCEDURES

5.2.1 YEAR-END FINANCIAL REPORT

Following the end of each fiscal year, and as soon as year-end financial data is available, a year-end financial report shall be prepared for presentation to the Commission. This report will show revenues and expenditures for the fiscal year, a statement of net assets, and a statement of activities.

5.2.2 ANNUAL AUDIT

An annual audit shall be performed utilizing the services of a qualified Certified Public Accountant. The contract for audit services shall be awarded by the Commission based on proposals solicited for this purpose, either on an annual basis or a multi-year renewable contract.

5.2.3 INTERIM CLAIMS APPROVAL

The Chair or the Vice-Chair (if the Chair is unavailable) is hereby authorized to approve the Claim forms, authorizing the Executive Officer to issue payments. All such approved payments shall be presented to the Commission at their next meeting for review and ratification. (*Resolution 2016-17-02*)

5.2.4 CONFERENCE REIMBURSEMENT FOR CONTRACT EXECUTIVE OFFICER

Mendocino LAFCo will reimburse the contracted Executive Officer 100 percent of the registration fee for attendance at the annual CALAFCO conference. All other conference related expenses, including travel, meals, and lodging expenses, will be the responsibility of the contracted Executive Officer. (*Resolution 2016-17-03*)

6 | CONFLICT OF INTEREST AND FINANCIAL DISCLOSURE

6.1 CONFLICT OF INTEREST

The California Political Reform Act, Government Code §81000 *et seq.*, requires each state and local government agency to adopt and promulgate a Conflict of Interest Code. The Fair Political Practices Commission (FPPC) has adopted a regulation, Title 2, §18730 of California Code of Regulations, which contains the terms of a standard Conflict of Interest Code. This standard Code is hereby incorporated by reference.

Persons serving in Designated Positions must file annual statements of economic interest (Form 700) with the Commission Clerk by April 1 of each year. Statements of economic interest are also required upon appointment to office and upon leaving office.

The following Designated Positions must file statements of economic interest:

- a) Commissioners and Alternate Commissioners
- b) Executive Officer
- c) LAFCo Counsel

6.2 FINANCIAL DISCLOSURE

Pursuant to Government Code §56700.1, expenditures for political purposes related to an application must be disclosed. All applicants, including individual property owners and other representatives who are a party to a proceeding, are required to submit a financial disclosure statement as part of any application package [§84308]. Disclosures must be made in the same manner as disclosures for local initiative measures presented to the electorate.

Any applicant or an agent of an applicant who has made business or campaign contributions totaling \$250 or more to any Commissioner (regular or alternate) in the past twelve months, must disclose that fact for the official record of the Commission [§84308(d)]. The disclosure of any such contribution (including amount of contribution and name of recipient Commissioner(s) must be made: (1) in writing and delivered to the Executive Officer prior to the hearing on the matter; or (2) by oral declaration made at the time the hearing on the matter is opened.

Commissioners shall be disqualified and not able to participate in any proceedings within a 12 month period preceding the LAFCo decision if the Commissioner received \$250 or more in campaign contributions from the applicant, an agent of the applicant, or any financially interested person who actively supports or opposes the LAFCo decision on the matter.

6.3 DEALING WITH A CONFLICT

Whenever a Commissioner is disqualified or has a conflict of interest, that Commissioner shall not participate in the proceedings. It is recommended that the Commissioner state the basis for the conflict of interest immediately after the Chair announces the item for consideration, and then refrain from participating in the deliberations, abstain from voting, and leave the room in which the meeting is being held.

7 | DOCUMENT RETENTION AND DESTRUCTION POLICY

7.1 DOCUMENT RETENTION

Except as otherwise provided herein, and subject to the conditions contained in this policy, all original records and documents maintained by LAFCo will be retained for a period of five (5) years. A true copy of all documents shall be kept in a safe and separate place for security purposes.

As used in this policy, the term “record” (or “record of proceedings”) is defined to mean documents that show decisions or actions taken by the Commission in fulfillment of its statutory responsibilities. Records maintained by the Commission include the following: Records of proceedings (LAFCo application, petition or other initiating documents; statement of property valuation; statement of tax rate area assignment; indemnification and agreements to pay; Certificates of Filing and Completion; copies of public hearing notice; environmental review documents prepared for purposes of complying with the California Environmental Quality Act (“CEQA”); plan for service; map and legal description; staff reports; impartial analysis; order for change of organization/reorganization; documentation of election and results; Statement of Boundary Change; State Board of Equalization acknowledgement letter, LAFCo meeting minutes, Municipal Service Reviews); and Administrative/Financial documents (budgets, accounts payable, accounts receivable, audits, invoices, ledgers, registers, Commissioner reimbursements, Commissioner policies and procedures, agreements, contracts, leases, purchase orders, requisitions, recruitment/selection/resumes, claims).

7.2 LIMITED EXCEPTIONS TO FIVE YEAR RETENTION PERIOD

Original statements of economic interest (Form 700) shall be retained by the Commission for a period of seven (7) years. Environmental review documents that are prepared by a lead agency other than LAFCo (i.e., Environmental Impact Reports and other CEQA documents that are approved or adopted by LAFCo but are not prepared by LAFCo as the lead agency for the project), will be retained by the Commission for a period of two (2) years. Environmental review and CEQA documents prepared by LAFCo as the lead agency for the environmental review of the project will be retained for a period of five (5) years.

7.3 DESTRUCTION AUTHORIZED FOLLOWING REQUIRED RETENTION PERIOD

At the conclusion of the applicable required retention period, the Executive Officer is authorized to destroy records as needed. If deemed necessary by the Executive Officer, a photographic or electronic copy of the original record may be made and preserved in the manner specified in §56382. Any documents that are preserved must be made as accessible for public reference as the original records were.

8 | ELECTRONIC EMAIL AND DEVICES POLICY

- a) Mendocino LAFCo discourages the use of personal email accounts for LAFCo-related business. All LAFCo related business should be conducted through Commissioners' respective agency-provided email accounts (i.e., county, city, special district), or a personal email account designated specifically for LAFCo business.
- b) Mendocino LAFCo discourages the use of personal electronic devices in the course of LAFCo business as any device used may be subject to search as permitted or required by law. Should Commissioners and staff choose to use personal electronic devices for LAFCo-related business, they are assuming the risk that such communications may be public records and their device may be subject to search for public records.
- c) In order to avoid inadvertent violations of open meeting laws, the Commissioners may not use portable electronic devices to communicate with each other during a meeting of the Commission. Further, consistent with law, a majority of the Commissioners may not communicate with each other, either at the same time or serially, regarding LAFCo matters, outside of noticed Commission meetings.
- d) Use of electronic devices for personal communication during the active portion of LAFCo meetings is discouraged as it creates a public perception of inattention to the LAFCo proceedings.
- e) Commissioners and staff should delete all confidential information from portable or personal electronic devices in conformance with LAFCo Record Retention policies, provided a copy has been stored in LAFCo records and will be available for the required retention period.

(Resolution 2017-18-10)

Part 2:

Boundary Change Policies & Procedures

9 | GENERAL POLICIES AND STANDARDS

9.1 COMMUNICATION AMONG LOCAL AGENCIES

LAFCo considers that an important part of its role is to encourage communication and collaborative planning and studies among public agencies (such as the County, cities, and special districts), members of the public, and private sector service providers.

9.2 INTER-LAFCo COORDINATION

Mendocino LAFCo recognizes that special districts may have territory in more than one county and that development patterns similarly do not always follow county boundaries. The Commission also recognizes that decisions made in one county can have significant environmental, economic, or fiscal impacts on another county. Recognizing that sharing information, policies and perspectives with neighboring LAFCos can benefit the public by enhancing and expediting the decision-making process, Mendocino LAFCo seeks to foster such sharing by formalizing its policy on cooperation with other LAFCos. (*Resolution No. 2017-18-13*)

9.2.1 GENERAL

In recognition that the Cortese-Knox-Hertzberg Act vests authority for jurisdictional changes and all other matters with the LAFCo of a district's Principal County, Mendocino LAFCo affirms as policy that activities and decisions affecting independent special districts having territory in more than one county ("multi-county districts") are the sole responsibility of the Principal County LAFCo. This policy applies to:

- a) Conduct and adoption of Municipal Service Reviews ("MSRs");
- b) Adoption, update and amendment of Sphere of Influence Plans ("SOIs"), including adjustments of sphere horizons and changes in the assignment of territory to particular horizons;
- c) Changes of organization such as formation, dissolution, annexation, and detachment;
- d) Actions affecting the provision of services, such as changes in service boundaries and provision of new services.
- e) Notwithstanding the policy stated above, Mendocino LAFCo will share information and engage in joint activities with neighboring LAFCos whenever doing so can reasonably be expected to reduce costs, improve efficiency in performance of LAFCo actions, or enhance the quality of LAFCo decisions and not conflict with provisions of applicable law.

9.2.2 TRANSFERS OF JURISDICTION

When requested by LAFCo of an affected county, Mendocino LAFCo will consider and determine, on a case-by-case basis, whether it is appropriate to transfer jurisdiction to the LAFCo of the affected county.

The Commission has authority pursuant to the provisions of Section 56388 of the Government Code to transfer jurisdiction for certain district proposals to the LAFCo of the county in which the subject territory is wholly or partially located. Mendocino LAFCo recognizes that such transfer of jurisdiction may benefit the public by expediting service or enhancing development of information regarding the subject territory. The Commission hereby delegates to its Executive Officer its authority to transfer jurisdiction for proposals involving a multi-county district and property located wholly outside Mendocino County if those proposals are of minor significance and the transfer would be of benefit to the public.

- a) Proposals for formation or dissolution of agencies, modification of sphere plans, or activation of latent powers may not be transferred without Commission approval.

- b) Considerations involved in the determination whether a proposal is of minor significance include, but are not necessarily be limited to, the size of the area involved, the number of property owners, the assessed valuation, and the potential impact of the action on all affected service providers.
- c) The Mendocino LAFCo Executive Officer shall make any such transfer of jurisdiction in writing (or subsequently prepare a written record for a transfer first approved orally or electronically) and promptly inform the Chair. The Chair and Executive Officer shall report such transfers to the Commission in a timely manner.

9.2.3 MULTI-COUNTY APPLICATION PROCESSING PROCEDURES

Mendocino LAFCo recognizes the need to collaborate with the LAFCos of affected counties and when considering a change of organization of a district that is located in more than one county. To further this collaboration and assure thorough and consistent consideration of applications affecting more than one county, the Commission adopts the following procedure for processing applications from multi-county districts.

9.2.4 MENDOCINO LAFCO THE PRINCIPAL LAFCO

The Executive Officer of Mendocino LAFCo will inform neighboring LAFCo Executive Officers whenever Mendocino LAFCo receives a proposal for or initiates action on an MSR, SOI, organizational change, or service change involving a multi-county district for which Mendocino is the Principal County but has territory in the neighboring LAFCo's county.

- a) Applications affecting the boundaries of a district for which Mendocino LAFCo is the principal LAFCo shall be submitted to Mendocino LAFCo, including instances in which the subject territory is located in another county. Prior to application, applicants should meet with Mendocino LAFCo staff and the staff of the LAFCo in the affected county regarding process and application requirements.
- b) Upon receipt of an application involving territory in another county, Mendocino LAFCo staff shall immediately forward a copy of the application to the LAFCo of the affected county. Mendocino LAFCo staff shall also notify all affected local agencies of any proceedings, action, or reports on the proposed change of organization.
- c) Mendocino LAFCo staff shall consult with the staff of the LAFCo of the affected county and the staffs of affected agencies, to gather data for the Executive Officer's report and recommendation.
- d) Mendocino LAFCo shall schedule Commission consideration of the application so that the LAFCo of the affected county has had time to review the application and submit a written recommendation to be included in the Executive Officer's report for Mendocino LAFCo consideration.
- e) During its consideration of the application, the Commission shall consider the Executive Officer's report, the recommendation of the LAFCo of the affected county, and the comments of interested persons and affected local agencies in making its determination.
- f) Following the Commission's consideration of the application, the Executive Officer shall forward any resolutions and written report of Commission action to all affected local agencies and the LAFCo of the affected county.

9.2.5 MENDOCINO LAFCO NOT PRINCIPAL LAFCO

Upon receipt by Mendocino LAFCo of a referral from the LAFCo of another county of an application for a change of organization affecting territory in Mendocino County, Mendocino County staff shall place the application and report and recommendation on Mendocino LAFCo's next possible agenda so that the Commission may consider the application and forward a recommendation to the principal LAFCo. The application will be processed and a staff report will be prepared consistent with Mendocino LAFCo's Policies and Procedures.

9.3 PREMATURE EXTENSION OF URBAN SERVICES

Prior to the Commission's consideration of a sphere of influence expansion request or a change of organization involving annexation of territory to a city or district, the applicant shall provide a plan for services including written evidence from the affected agency that it has the service capacity and fiscal capability to adequately serve the subject territory.

The Commission discourages the extension of urban services (i.e., water and sewer service) in the absence of either existing development or plans for imminent development. Unless exceptional circumstances exist, no application for a change of organization or reorganization will be accepted until all discretionary approvals for any pending application for land use entitlements, including land divisions pertaining to the subject territory, are granted.

9.4 DISCOURAGING URBAN SPRAWL

LAFCo has been directed by the State Legislature to discourage urban sprawl, and the Commission will generally deny proposals that can reasonably be expected to result in sprawl. Sprawl is characterized by irregular, dispersed, and/or disorganized urban or suburban growth patterns occurring at a relatively low density and in a manner that precludes or hinders efficient delivery of municipal services, especially roads, sewer, and water.

9.5 ENVIRONMENTAL REVIEW (CEQA)

LAFCo shall operate in accordance with the CEQA and the regulations of the California Resources Agency, which establishes the guidelines for its implementation. Furthermore, whenever an agency other than the Commission is involved in the approval of a project, the Commission prefers that the other agency be designated as the "Lead Agency." For annexations and/or reorganizations involving annexation to a city, the city shall act as the Lead Agency under CEQA for the proposal.

9.6 COMPACT URBAN FORM AND INFILL DEVELOPMENT ENCOURAGED

When reviewing proposals that would result in urban development, LAFCo will consider whether the proposed development is timely, compact in form, and contiguous to existing urbanized areas. LAFCo will favor development of vacant or underutilized parcels already within a city or other urbanized area prior to annexation of new territory.

9.7 PUBLIC ACCESSIBILITY AND ACCOUNTABILITY

LAFCo recognizes that the public's ability to participate in the local governance process is improved when the government structure is clear and accessible and when decision-makers are accountable to the public. The Commission shall consider this principle when it evaluates proposals for changes of organization or reorganization.

9.8 ADEQUATE SERVICES

LAFCo shall consider the ability of an agency to effectively and efficiently deliver adequate, reliable, and sustainable services and shall not approve a proposal that has significant potential to diminish the level of service in the agency's current jurisdiction. The agency will be required to provide satisfactory documentation of capacity to provide service within a reasonable period of time.

9.9 EFFICIENT SERVICES

Community needs are typically met most effectively and efficiently by proposals that:

- a) utilize existing public agencies rather than create new ones;
- b) consolidate the activities and services of public agencies in order to obtain economies from the provision of consolidated services; and
- c) restructure agency boundaries and service areas to provide more logical, effective, and efficient local government services.

9.10 COMMUNITY IMPACTS

LAFCo shall consider the impacts of a proposal and any alternative proposals on adjacent areas, on social and economic interests, and on the local government structures of the County. The Commission may deny a proposal if adverse impacts are not mitigated to an acceptable level.

9.11 CONFORMANCE WITH GENERAL AND SPECIFIC PLANS

9.11.1 CONSISTENCY WITH GENERAL AND SPECIFIC PLANS

LAFCo shall approve changes of organization or reorganization only if the proposal is consistent with the applicable General Plan and any applicable Specific Plan. LAFCo shall discourage proposals that promote urban development in areas not planned for urban uses.

9.11.2 CONSISTENCY FOUND ADEQUATE

The proposal shall be deemed consistent if the proposed use is consistent with the applicable General Plan designation and the anticipated types of services to be provided are appropriate to the land use designated for the area.

9.11.3 PRE-ZONING OR PLANNING

All territory proposed for city annexation must be specifically planned and/or pre-zoned. The pre-zoning of the territory must be consistent with the applicable General Plan and sufficiently specific to determine the likely intended use of the property. Subsequent change to the zoning by a city is prohibited by state law for a period of two years under most circumstances.

9.12 BOUNDARIES

9.12.1 DEFINITE BOUNDARIES REQUIRED

LAFCo shall not accept as complete any application unless it includes boundaries that are definite, certain, and fully described.

9.12.2 BOUNDARY CRITERIA

LAFCo will generally favor applications with boundaries that do the following:

- a) create logical boundaries within the affected agency's sphere of influence, and where possible, eliminate previously existing islands or other illogical boundaries;
- b) follow natural or man-made features and include logical service areas where appropriate; and
- c) place all streets and rights-of-way within the same jurisdiction as the properties which abut thereon and/or for the benefit of which such streets and rights-of-way are intended.

9.12.3 BOUNDARY ADJUSTMENTS

LAFCo will generally amend proposals with boundaries which:

- a) Split neighborhoods or divide existing identifiable communities, commercial districts, or other areas having a social or economic identity.
- b) Result in islands, corridors, or peninsulas of incorporated or unincorporated territory or otherwise cause or further the distortion of existing boundaries.
- c) Are drawn for the primary purpose of encompassing revenue-producing territories.
- d) Create areas where it is difficult to provide services.

9.12.4 BOUNDARY DISAPPROVALS

If LAFCo, in consultation with the applicant, cannot suitably adjust the proposed boundaries to meet the criteria established above, it will generally deny the proposal.

9.13 AGRICULTURAL AND OPEN SPACE LAND

9.13.1 AGRICULTURAL POLICIES

- a) LAFCo's decisions shall reflect its legislated responsibility to work to maximize the retention of prime agricultural land and open space while facilitating the logical and orderly expansion of urban areas.
- b) Urban growth shall be guided away from existing prime agricultural lands unless that action would not promote planned, orderly, and efficient development of an area.
- c) The Commission shall not approve a change of organization or reorganization that would result in the annexation of territory that is subject to a Williamson Act contract unless the facilities or services proposed benefit the uses that are allowed under the contract.
- d) Development of existing vacant lands for urban uses within the jurisdictional boundaries of a local agency shall be encouraged before any annexation proposal or change to a sphere of influence is approved which would lead to, or allow, the development of prime agricultural or open space lands outside the existing jurisdiction of any local agency.
- e) Spheres of influence should reflect consideration for existing and/or potential agricultural use or resource land use and should not be extended into such areas for purposes of allowing urban development.

9.13.2 FACTORS TO CONSIDER IN REVIEW OF A PROPOSAL

A proposal which includes agricultural or open-space designated land shall be evaluated in light of the existence of the following factors:

- a) "prime agricultural land" as defined in G.C. §56064;
- b) "open space" as defined in G.C. §56059;
- c) land that is under contract to remain in agricultural or open-space use, such as a Williamson Act Contract or Agricultural/Open-Space Easement;
- d) land which has an agricultural or open-space designation;
- e) the adopted General Plan policies of the County and the affected city;
- f) the physical and economic integrity of both agricultural lands proposed for conversion to urban use and adjoining land in agricultural use;
- g) the potential for the premature conversion of agricultural or open-space designated land to urban use; and
- h) the policies and priorities in G.C. §56377.

9.13.3 CONDITIONS FOR APPROVAL OF PRIME AG/OPEN SPACE LAND CONVERSION

LAFCo will apply a heightened level of review when considering proposals which could reasonably be expected to induce, facilitate, or lead to the conversion of prime agricultural land or open space uses to other uses and will approve such proposals only when the Commission finds that the proposal will lead to planned, orderly, and efficient development and/or provision of services. For purposes of this standard, a proposal leads to planned, orderly, and efficient development only if all of the following criteria have been considered:

- a) the land subject to the change of organization or reorganization is contiguous either to lands developed with an urban use or to lands which have received all discretionary approvals for urban development;
- b) the proposed development of the subject lands is consistent with the sphere of influence plan(s) of the affected agency or agencies;
- c) the land subject to the change of organization is likely to be developed within five years. For large development projects, annexation should be phased wherever feasible. If the Commission finds phasing infeasible for specific reasons, it may approve annexation if all or a substantial portion of the subject land is likely to develop within a reasonable period of time;
- d) insufficient vacant non-prime or open space land exists within the existing agency boundaries or applicable sphere boundaries that is planned and developable for the same general type of use; and
- e) The proposal will have no significant adverse effect on the physical and economic integrity of other ag/open space lands.

9.14 DISADVANTAGED UNINCORPORATED COMMUNITIES

9.14.1 DEFINITION

A Disadvantaged Unincorporated Community (DUC) is defined as a developed area that has been identified as such by LAFCo, the County or applicable city; or one that meets all the following standards:

- a) is substantially developed with primarily residential uses;
- b) does not have reliable public water, sewer, or structural fire protection service available;
- c) contains at least 12 registered voters; and
- d) has a median household income level of 80% or less than the statewide median household income.

9.14.2 REQUEST FOR DETERMINATION

In addition to those DUCs identified by LAFCo or other agencies, residents or property owners may request that LAFCo determine whether a specific area meets the definition listed above to be treated as a DUC. The review shall be conducted by LAFCo staff and shall, if appropriate, be submitted for consideration and approval by the Commission.

9.14.3 IDENTIFICATION OF DUCS

The Commission will identify DUCs, for the purpose of:

- a) Municipal Service Reviews. Water, Wastewater, and Fire Protection Municipal Service Reviews will identify opportunities for the provision of those services to DUCs.
- b) City and District Annexations. DUCs located adjacent to areas proposed for annexation to a city or special district shall be included in the annexation or reorganization proposal or be separately proposed for annexation unless the Commission has determined that the disadvantaged community would not benefit by annexation, or if at least 50% of the registered voters within the affected territory have indicated opposition to annexation.

9.15 UNINCORPORATED ISLANDS

The Commission acknowledges that unincorporated islands are generally costly for county government to serve and often have service impacts on the surrounding city. Cities should be encouraged to annex unincorporated islands or land that is substantially surrounded by a city (G.C. §56375.3 and 56744). LAFCo discourages the formation of special districts within unincorporated islands for services that are readily available from the surrounding city.

9.16 EXCEPTIONS

LAFCo may make exceptions to any of the standards in this chapter if it determines that such exceptions can be justified upon one or more of the following grounds:

- a) the project has a unique physical constraint which is so unusual and inconsistent with other similar locations that granting an exception would not be a grant of a special privilege;
- b) exceptions are required to resolve conflicts between standards of these policies;
- c) the project will result in significantly improved quality or substantially lower cost of service available;
and
- d) no feasible or logical alternative exists.

10| SPHERES, MSRS, AND SPECIAL STUDIES

10.1 SPHERES OF INFLUENCE

10.1.1 LEGISLATIVE AUTHORITY AND INTENT

A sphere of influence is the probable 20-year growth boundary for a jurisdiction's physical development. The Commission shall use spheres of influence to:

- a) promote orderly growth and development within and adjacent to communities;
- b) promote cooperative planning efforts among cities, the County, and special districts to address concerns regarding land use and development standards, premature conversion of agriculture and open space lands, and efficient provision of public services;
- c) guide future local government reorganization that encourages efficiency, economy, and orderly changes in local government; and
- d) assist property owners in anticipating the availability of public services in planning for the use of their property.

10.1.2 DEFINITIONS

The Commission incorporates the following definitions:

- a) an "establishment" refers to the initial development and determination of a sphere of influence by the Commission;
- b) an "amendment" refers to a limited change to an established sphere of influence typically initiated by a landowner, resident, or agency; and
- c) an "update" refers to a comprehensive change to an established sphere of influence typically initiated by the Commission.

10.1.3 SPHERE UPDATES

In updating spheres of influence, the Commission's general policies are as follows:

- a) The Commission will review all spheres of influences every five years for each governmental agency providing municipal services. Municipal services include water, wastewater, police, and fire protection services.
- b) Sphere of influence changes initiated by any agency providing a municipal service shall generally require either an updated or new service review unless LAFCo determines that a prior service review is adequate.
- c) Spheres of influence of districts not providing municipal services including, but not limited to, ambulance, recreation, hospital, resource conservation, cemetery, and pest control shall be updated as necessary.

10.1.4 REDUCED SPHERES

The Commission shall endeavor to maintain and expand, as needed, spheres of influence to accommodate planned and orderly urban development. The Commission shall, however, consider removal of land from an agency's sphere of influence if either of the following two conditions apply:

- a) the land is outside the affected agency's jurisdictional boundary but has been within the sphere of influence for 10 or more years; or

- b) the land is inside the affected agency’s jurisdictional boundary but is not expected to be developed for urban uses or require urban-type services within the next 10 years.

10.1.5 ZERO SPHERES

LAFCo may adopt a “zero” sphere of influence encompassing no territory for an agency. This occurs if LAFCo determines that the public service functions of the agency are either nonexistent, no longer needed, or should be reallocated to some other agency (e.g., mergers, consolidations). The local agency which has been assigned a zero sphere should ultimately be dissolved.

10.1.6 SERVICE SPECIFIC SPHERES

If territory within the proposed sphere boundary of a local agency does not need all of the services of the agency, a “service specific” sphere of influence may be designated.

10.1.7 AGRICULTURE AND OPEN SPACE LANDS

Territory not in need of urban services, including open space, agriculture, recreational, rural lands, or residential rural areas shall not be assigned to an agency’s sphere of influence unless the area’s exclusion would impede the planned, orderly and efficient development of the area. In addition, LAFCo may adopt a sphere of influence that excludes territory currently within that agency’s boundaries. This may occur when LAFCo determines that the territory consists of agricultural lands, open space lands, or agricultural preserves whose preservation would be jeopardized by inclusion within an agency’s sphere. Exclusion of these areas from an agency’s sphere of influence indicates that detachment is appropriate.

10.1.8 ANNEXATIONS ARE NOT MANDATORY

Before territory can be annexed to a city or district, it must be within the agency’s sphere of influence (G.G. §56375.5). However, territory within an agency’s sphere will not necessarily be annexed. A sphere is only one of several factors that are considered by LAFCo when evaluating changes of organization or reorganization.

10.1.9 ISLANDS OR CORRIDORS

Sphere of influence boundaries shall not create islands or corridors unless it can be demonstrated that the irregular boundaries represent the most logical and orderly service area of an agency.

10.1.10 OVERLAPPING SPHERES

LAFCo encourages the reduction of overlapping spheres of influence to avoid unnecessary and inefficient duplication of services or facilities. In deciding which of two or more equally capable agencies shall include an area within its sphere of influence, LAFCo shall consider the agencies’ service and financial capabilities, social and economic interdependencies, topographic factors, and the effect that eventual service extension will have on adjacent agencies. Where an area could be assigned to the sphere of influence of more than one agency, the following hierarchy typically applies:

- a) Inclusion within a city’s sphere
- b) Inclusion within a multi-purpose district’s sphere
- c) Inclusion within a single-purpose district’s sphere

Territory placed within a city’s sphere indicates that the city is the most logical provider of urban services. LAFCo encourages annexation of developing territory (i.e., area not currently receiving services) that is currently within a city’s sphere to that city rather than to one or more single-purpose special districts. LAFCo discourages the formation of special districts within a city’s sphere. To promote efficient and coordinated planning among the county’s various agencies, districts that provide the same type of service shall not have overlapping spheres.

10.1.11 MEMORANDUM OF AGREEMENTS (FOR CITY SPHERE AMENDMENTS AND UPDATES)

Prior to submitting an application to LAFCo for a new city sphere of influence or a city sphere of influence update, the city shall meet with the County to discuss the proposed new boundaries of the sphere and explore methods to reach agreement on development standards and planning and zoning requirements as contained in G.C. §56425. If an agreement is reached between the city and County the agreement shall be forwarded to LAFCo. The Commission shall consider and adopt a sphere of influence for the city consistent with the policies adopted by LAFCo and the County, and LAFCo shall give great weight to the agreement to the extent that it is consistent with LAFCo policies in its final determination of the city sphere.

10.1.12 AREAS OF INTEREST

LAFCo may, at its discretion, designate a geographic area beyond the sphere of influence as an Area of Interest to any local agency. (*Resolution No. 2018-19-01*)

- a) An Area of Interest is a geographic area beyond the sphere of influence in which land use decisions or other governmental actions of one local agency (the "Acting Agency") impact directly or indirectly upon another local agency (the "Interested Agency"). For example, approval of a housing project developed to urban densities on septic tanks outside the city limits of a city and its sphere of influence may result in the city being forced subsequently to extend sewer services to the area to deal with septic failures and improve city roads that provide access to the development. The city in such a situation would be the Interested Agency with appropriate reason to request special consideration from the Acting Agency in considering projects adjacent to the city.
- b) When LAFCo receives notice of a proposal from another agency relating to the Area of Concern, LAFCo will notify the Interested Agency and will consider its comments.
- c) LAFCo will encourage Acting and Interested Agencies to establish Joint Powers Agreements or other commitments as appropriate.

10.2 MUNICIPAL SERVICE REVIEWS

- a) A service review will be prepared prior to, or in conjunction with each sphere of influence establishment, update, or amendment unless LAFCo determines that a prior service review is adequate (i.e., there are no significant changes in existing or anticipated circumstances). A minor sphere of influence amendment will not require a service review. A minor sphere of influence amendment is one that does not have any adverse regional, planning, economic, or environmental impacts.
- b) LAFCo will consider service review determinations and recommendations when rendering sphere of influence findings.

10.3 SPECIAL STUDIES

The Commission may undertake special studies or service reviews when requested by an agency or initiated by the Commission.

11| GENERAL APPLICATION REQUIREMENTS

11.1 LAFCo JURISDICTION

11.1.1 SPECIFIC AUTHORITY

LAFCo has the specific authority to review and approve or disapprove:

- a) Annexations to, or detachments from, cities or districts;
- b) Formation or dissolution of districts;
- c) Incorporation or disincorporation of cities;
- d) Consolidation or reorganization of cities or districts;
- e) Merger of a city and a district;
- f) Establishment of subsidiary districts;
- g) The establishment of, and amendments to, spheres of influence;
- h) Extensions of service beyond an agency's jurisdictional boundaries; and
- i) Provision of new or different services by districts.

11.1.2 LIMITED AUTHORITY TO INITIATE PROPOSALS

Under specific circumstances, LAFCo may initiate proposals resulting in the formation, dissolution, or consolidation of districts; merger of a city and district; establishment of a subsidiary district; or reorganizations that include any of the aforementioned changes of organization.

11.1.3 LIMITATION OF AUTHORITY RELATING TO LAND USE CONDITIONS

In order to carry out the legislative policies identified above, LAFCo has the power to approve or disapprove applications, or to impose reasonable conditions of approval. However, while LAFCo is charged with consideration of the impacts of land use in its determination, it is prohibited from directing specific land use or zoning actions. LAFCo can deny an application where the land use that would result violates the statutory policies of CKH Act.

11.2 NOTICE AND PUBLIC PARTICIPATION

11.2.1 PUBLIC PARTICIPATION ENCOURAGED

LAFCo encourages participation in its decision-making process. The CKH Act provides for a wide dissemination of notice. LAFCo shall not necessarily be limited to the minimum requirements by law and policy. The Commission will provide opportunity for the public to be heard at LAFCo meetings in accordance with the procedures set forth in its Administrative Policies.

11.2.2 UNNECESSARY PUBLIC HEARINGS ELIMINATED

Where LAFCo is authorized by CKH Act to consider a proposal without public hearing, the proposal will be considered by the Commission without a public hearing, unless the Executive Officer or the Commission determines that the matter is of sufficient public interest or controversy to warrant a public hearing (G.C. §56662, 56664).

11.3 APPLICATION BY RESOLUTION OF APPLICATION PREFERRED

- a) While the CKH Act permits initiation of applications to LAFCo either by resolution of an affected agency or by direct landowner/voter petition, LAFCo prefers that the resolution procedure be utilized wherever feasible. Use of the resolution of application procedure is preferred because (1) it involves the affected public agency early in the process to assure that the agency's concerns are considered and (2) it better integrates CEQA processing by the affected public agency as Lead Agency. Each applicant shall be advised of this policy at the earliest possible time.
- b) Prior to accepting a petition-initiated application (other than for sphere updates, district formations, and city incorporations), the LAFCo Executive Officer will require the proponent(s) to demonstrate that they have attempted to initiate proceedings by a resolution of application or otherwise obtain the sponsorship of the affected public agency.
- c) If the proposal will require a public hearing and is submitted by resolution of application, prior to adopting the resolution, the initiating agency may notify registered voters and property owners and affected/interested agencies (G.C. §56654). A resolution of application must contain the same information as a petition, except for signatures (G.C. §56700).

11.4 APPLICATION REQUIREMENTS

11.4.1 PRE-APPLICATION

LAFCo encourages a pre-application discussion between the proponent and LAFCo staff, which can save the prospective applicant substantial time once the process has begun. LAFCo staff will review procedures, applicable spheres of influence, information requirements, environmental review requirements, processing fees, and provide application forms.

11.4.2 APPLICATION MATERIALS

Applications to the Commission must contain all the information and materials required by the Applications to the Commission must contain all the information and materials required by the CKH Act (G.C. §56652 and 56653), including a plan for services, as well as the applicable fees or deposit toward fees as specified by the LAFCo Fee Schedule. Except when the Commission is the Lead Agency pursuant to the CEQA (as defined in Public Resources Code §21067), an application must also contain complete documentation of the Lead Agency's environmental determination. No application for a change of organization or reorganization will be deemed complete and scheduled for public hearing until proof of a property tax exchange agreement, in the form of adopted resolutions, is provided by the local agencies whose service area or service responsibility will be altered by the proposed jurisdictional change pursuant to Revenue and Taxation Code Section 99(b)(6). To facilitate the tax exchange process, upon receipt of applications requiring the tax exchange agreement, LAFCo staff will provide notification of the application to the County CEO, Auditor and Assessor, the Board of Supervisors, and all affected agencies with a copy also provided to the Supervisor in whose district the change of organization is proposed. (*Resolution No. 2017-18-02*)

11.4.3 FEES AND INDEMNIFICATION

The application shall also include an agreement to pay costs and indemnification. The agreement to pay costs and indemnification must be signed by the applicant for the application to be deemed complete. (*Following approved by the Commission, 5/12/2016*)

11.4.4 DEPOSITS

Where indicated in the Fee Schedule, deposits toward the actual cost of processing proposals must be paid at the time an application is submitted. All deposits are initial payments toward the actual costs of processing proposals, including staff time and materials (e.g., noticing, postage, copying). Applicants must sign an At-Cost Fee Agreement, consenting to reimburse LAFCo for all costs incurred in processing, including pre-application assistance.

11.4.5 BILLING PROCEDURE

Staff's work on applications, which includes overhead costs, is tracked on an hourly basis. LAFCo will provide monthly invoices to the applicant. If actual costs exceed the deposit amount, LAFCo will invoice the applicant for the additional costs. Processing of the application may be suspended until payment is received. All final invoices must be paid by the applicant prior to filing the Certificate of Completion. Any portion of the deposit not used for processing is refunded.

11.4.6 OUTSIDE ASSISTANCE FEES

The Commission may, at its sole discretion, contract for outside assistance in processing and review of an application. The types of assistance include, but are not limited to, legal, engineering, environmental, and planning. The estimated or actual costs, as determined by the Commission for such assistance shall be deposited with the Executive Officer before an application will be processed further.

11.4.7 LEGAL COUNSEL FEES

Applicants will be charged the actual costs of fees associated with legal consultation or review. While most applications do not require legal review, occasionally a proposal will develop significant legal issues that require considerable legal counsel involvement. Legal fees must be paid in full prior the final processing of an application.

11.4.8 INDEMNIFICATION

As part of the application, applicant shall be required to sign an indemnification agreement for all reasonable expenses and attorney fees in connection with the application.

11.4.9 REFUNDS OF FEES

Except for unused portions of deposits, all fees paid to LAFCo are non-refundable. If an application is withdrawn by the applicant prior to the time that the application has been publicly noticed for hearing by the Commission, all unexpended funds shall be returned to the applicant. Otherwise, payment of fees is not a guarantee of approval of the submitted proposal.

11.4.10 WAIVER OF FEES

The Commission may waive a fee in special circumstances or if it finds that payment would be detrimental or contrary to the public interest. Fees may be waived or reduced for applications filed in response to a condition imposed by or a recommendation made by the Commission. A request for waiver, including an explanation for the request, must be submitted in writing to the Commission. Staff will present the request to the Commission, along with analysis and recommendation, for its determination.

11.4.11 AUTHORIZED OFFICER

Where the application is by resolution of application from an agency, the application and related agreements must be signed by an authorized officer of the agency.

11.5 COMMISSION PROCEEDINGS

- a) Upon submittal of an application, the Executive Officer shall review the proposal and within 30 days of its receipt either:
 - i. Determine that the application is complete and issues a Certificate of Filing, setting the Commission hearing within 90 days. After receiving an application and before issuance of a Certificate of Filing, the Executive Officer shall give mailed notice to affected agencies, county departments, school districts, and other affected counties' LAFcos pursuant to G.C. §56658(b), unless the subject agency has already given notice pursuant to G.C. §56654(c); or
 - ii. Determine that the application is not complete and notifies the proponent pursuant to G.C. §56658(g).
- b) If a proposal involves a district annexation that is not initiated by the annexing district, or a proposal involving the detachment of territory from a city, the proposal shall be scheduled as an informational item for the next Commission meeting and the annexing district or detaching city shall be notified that the proposal has been submitted. No later than 60 days after the date the proposal is on the Commission's agenda as an informational item the annexing district or detaching city may transmit a resolution terminating the proceedings (G.C. §56751, 56857).
- c) The Executive Officer, at least 21 days prior to the date set for hearing, shall give notice by publication, posting, website, and mailed notice to landowners and registered voters pursuant to G.C. §56660 and 56661. Some Commission actions can be made without notice and hearing, such as annexations and detachments with written consent of all landowners. Notice and opportunity to request a public hearing must be given to agencies whose boundaries are affected (G.C. §56662).
- d) The Executive Officer shall review the application and any comment received, and shall prepare a written report and recommendation. The report reviews pertinent factors and policies, procedures, spheres of influence, and general and specific plans.
- e) The Executive Officer shall mail the report at least five days prior to the hearing to each commissioner, each person named in the application to receive a report, each affected local agency requesting a report, each agency whose boundaries or sphere of influence will be changed, and the LAFco executive officer of any other affected county (G.C. §56665).
- f) The Commission shall hear the proposal on the noticed date and time. The hearing may be continued for up to 70 days (G.C. §56666). The Commission must consider a number of factors and policies in compliance with G.C. §56668 and 56668.3.

11.6 COMMISSION ADOPTION OF A RESOLUTION

- a) In its actions, the Commission may:
 - i. approve the proposal as submitted;
 - ii. approve the proposal with an amendment;
 - iii. approve the proposal with conditions; or
 - iv. deny the proposal.
- b) Within 35 days after the conclusion of the hearing, the Commission shall adopt a resolution approving, approving conditionally, or disapproving the proposal (G.C. §56880). Upon execution of the resolution, copies shall be mailed to the chief petitioners, if any, and the affected agencies whose boundaries would be changed by the proposal. (G.C. §56882)
- c) If the proposal is approved, a protest hearing shall be scheduled unless it has been waived in accordance with G.C. §56663. If the proposal is approved with conditions, the resolution of approval shall include a description of the required terms and conditions for approval. If the proposal is denied, no further

proceedings shall be taken on that proposal and no similar proposal involving the same territory may be initiated for one year unless the Commission waives that stipulation as detrimental to the public interest (G.C. §56884).

11.7 RECONSIDERATION OF LAFCo DECISIONS

11.7.1 REQUEST AND FEES

A request for reconsideration shall be made in accordance with G.C. §56895 within 30 days of the Commission's determination and shall be accompanied by the appropriate reconsideration fee deposit as established in the LAFCo Fee Schedule. If the request does not specify the required grounds for reconsideration or does not otherwise comply with statutory requirements, the Executive Officer shall return the incomplete request to the requesting party, along with a statement of the deficiency. A request will be placed on the Commission's agenda only if the requesting party supplies the missing information before the end of the 30 day reconsideration period.

11.7.2 GROUNDS FOR RECONSIDERATION

LAFCo will consider changing its previous determination only under one or more of the following circumstances:

- a) compelling new evidence about the proposal, which was previously unavailable is brought to the Commission's attention;
- b) factors significant to the Commission decision were overlooked or have changed, such as a change in an applicable federal, state, or local law; or
- c) a significant, prejudicial error in procedure is found.

11.8 CONDUCTING AUTHORITY PROCEEDINGS

11.8.1 WAIVER OF CONDUCTING AUTHORITY PROCEEDINGS

The Commission may waive final Conducting Authority proceedings in accordance with G.C. §56662 and 56663, and otherwise authorize the Executive Officer to file a Certificate of Completion upon approval of a change of organization or reorganization and satisfaction of all terms and conditions pursuant to G.G. §57200.

11.8.2 SETTING THE MATTER FOR HEARING

Within 35 days of final LAFCo action, the Executive Officer shall set the matter for hearing and cause a notice thereof to be published in accordance with G.C. §57025. The date of the hearing shall not be less than 21 nor more than 60 days, after the date the notice is given. The hearing may be continued for up to 60 days.

11.8.3 CONCLUSION OF HEARING

Within thirty (30) days of the protest hearing, the Executive Officer shall, based on the value of written protests filed, either order the change, order the change subject to an election, or terminate the proposal. The Executive Officer shall report to the Commission at its next meeting the outcome of any protest hearing that is conducted.

11.8.4 DELEGATION OF AUTHORITY TO CONDUCT PROTEST HEARING

The Commission shall delegate to the Executive Officer the authority to conduct protest hearings unless it specifies otherwise. The purpose of delegating certain duties to the Executive Officer is to increase scheduling flexibility, to avoid extending Commission meetings to conduct non-discretionary procedures, and to expedite the boundary change process. If the Commission chooses to retain such authority, this decision shall be stated

in the terms and conditions for approval of the subject proposal. The Executive Officer shall have the authority to issue the appropriate order upon completion of the protest proceedings.

11.9 FINAL FILING

(Resolution No. 2016-17-05)

11.9.1 BOUNDARY MAPS

The Executive Officer shall ensure final boundary maps comply with the following:

- a) LAFCo resolution approving a proposal;
- b) LAFCo, County, and Board of Equalization mapping requirements;
- c) All conditions of approval have been met; and
- d) All application fees have been paid prior to filing the Certificate of Completion.

A Final Filing Checklist is included as Appendix B.

11.9.2 EFFECTIVE DATE OF CHANGE

The effective date of the change of organization or reorganization is the date the signed Certificate of Completion is filed at the County Recorder's office unless otherwise specified by the Commission (G.C. 57202). If the Certificate of Completion has not been filed within one year after the Commission approves a proposal, the proceeding is deemed abandoned unless the Commission authorizes an extension prior the expiration of that year (G.C. 56895).

11.9.3 CERTIFICATE OF COMPLETION

The Certificate of Completion, including the recording numbers affixed by the County recorder, will be distributed to affected agencies, County surveyor, County assessor, County auditor, and the State Board of Equalization. The State Board of Equalization will distribute relevant information to the Department of Finance, the Controller, and to the Secretary of State, as appropriate (G.C. 57203, 57204).

11.10 INACTIVE APPLICATIONS

If an application has not, in the opinion of the Executive Officer, seen substantial activity for a period of 18 months, a letter shall be sent to the applicant notifying them that unless documents or other requested information needed to process the application are received within 30 days, the application shall be deemed terminated and placed on inactive status, and the Commission shall be so notified at the next regularly scheduled meeting of LAFCo. If the applicant responds within the initial 30-day notice period and represents that the requested documents or other information will be available shortly, the applicant, at the discretion of the Executive Officer, shall be granted an additional six (6) months from date of submission (for a total of 24 months) to submit said documents. If said documents or information are not received within the 24-month period, the application shall be deemed terminated and the Executive Director shall so notify the applicant and the Commission. Any application remaining inactive for a period of three (3) years shall automatically be deemed terminated. Information on applications that have been terminated and placed on inactive status shall be retained in conformance to LAFCo's document retention policy. A new application with the required fee and/or deposit shall be required to re-activate the process for said terminated/inactive project. *(Resolution No. 2020-21-02)*

12| SPECIFIC APPLICATION REQUIREMENTS

12.1 PROVISION OF NEW SERVICES BY DISTRICTS

- a) The Commission is responsible for determining latent powers for special districts under the Commission's jurisdiction. Towards this end, the Commission shall periodically review and update the functions and services established for each special district as part of its periodic review of municipal services pursuant to G.C. §56430. In conducting a municipal service review, the Commission may require the special districts to provide current information concerning established functions and services. The Commission may remove any function or service established for a special district if the Commission determines that the function of service is not currently being provided by the district.
- b) Any special district desiring to undertake the provision of any new or different function or class of service, or divest an existing power within its boundaries, shall adopt a resolution of application for filing with LAFCo pursuant to G.C. §56824.12. In addition, applications for provision of new or different functions or classes of service must be accompanied by a plan for providing service consistent with G.C. §56653.

12.2 EXTENSION OF SERVICES BY CONTRACT

12.2.1 COMMISSION APPROVAL REQUIRED

Except for the specific situations exempted by G.C. §56133(e), a city or district shall not provide new or extended services to any party or property outside its jurisdictional boundaries unless it has obtained written approval from LAFCo, consistent with the CKH Act and the policies described herein.

12.2.2 EXTENSION OF SERVICES WITHIN SPHERE

Annexation to cities and special districts involving territory located within the affected agency's sphere of influence is generally preferred to extending services by contract or agreement. The Commission recognizes, however, there may be local circumstances that justify approval of extended services by contract or agreement within the affected agency's sphere of influence.

Such local circumstances most frequently involve extension of service to meet an existing health and safety need, where annexation is not practical or deemed undesirable for other policy reasons. The Commission will give great weight to properly documented existing health and safety needs when considering justification of such extensions. The Commission discourages use of contract service extensions for the purpose of extending services to new development. The Commission will approve such extensions only under extraordinary circumstance and may apply strict limitations on such services

12.2.3 EXTENSION OF SERVICES OUTSIDE SPHERE

The Commission shall authorize a city or special district's request to provide new or extended services outside their jurisdictional boundary and sphere of influence only in response to an existing or future threat to public health or safety in accordance with G.C. §56133(c).

12.2.4 ADMINISTRATIVE APPROVAL UNDER URGENT CIRCUMSTANCES

The Commission authorizes the Executive Officer, in accordance with G.C. §56133(d), to administratively approve a city or special district's request for extended services by contract or agreement if there is an existing

and urgent public health or safety emergency as identified in writing from the local public health officer. The Commission shall ratify the Executive Officer's determination at the next regularly scheduled meeting.

12.2.5 EXEMPTIONS TO LAFCO APPROVAL REQUIREMENT

Commission approval may not be required for cities or special districts to provide new or extended services outside their jurisdictional boundaries in accordance with the provisions of G.C. §56133(e). The Executive Officer shall consult with cities and districts to determine whether extended services agreements are subject to Commission review.

12.2.6 ANTICIPATION OF LATER ANNEXATION.

G.C. §56133(b) authorizes the Commission to approve contracts for extension of services "in anticipation of a later change of organization". The Commission defines the term "anticipation of a later change of organization" as follows:

- a) The inclusion of the area to be served within the sphere of influence of the serving agency shall be sufficient to comply with this provision.

12.2.7 AGREEMENTS CONSENTING TO ANNEX

Whenever the Commission determines to condition the approval upon a later annexation of the affected property, the condition shall normally include a requirement that the owner record an agreement consenting to annex the territory, which agreement shall bind future owners of the property. The agreement shall be prepared by LAFCo legal counsel and provided to the landowners for execution and recording. Proof of recordation will be required before the LAFCo contract approval becomes final and effective.

12.3 LAFCO INITIATED PROPOSALS

12.3.1 TYPES OF PROPOSALS

As provided under G.C. §56375(a), the Commission is authorized to initiate the following specific types of proposals:

- a) Consolidation of two or more special districts.
- b) Dissolution of one or more special districts, where another agency or agencies can assume service responsibilities.
- c) Merger of a special district with a city, where the city encompasses the entire district.
- d) Establishment of a subsidiary district of a city, where at least 70% of the district's territory and population are within the city.
- e) Reorganization which includes two or more of the above changes of organization.

12.3.2 CONDITIONS

The Commission will consider initiation of such proposals in instances in which the following conditions apply:

- a) A sphere of influence, municipal service review, or other governmental study has shown that a proposal may result in lower overall public service costs, greater local government access and accountability, or both.
- b) The Commission can complete the necessary review, analysis, and processing with its own staff resources, or funds are available to pay for additional assistance needed to complete the review and processing of the proposal.

12.3.3 PROCEEDINGS

The Commission reserves its discretion to initiate such proceedings in exceptional circumstances in which there exists a level of public concern about a district's services or governance which, in the Commission's view, warrants initiation of a proposal. The Commission may refer the proposal to a reorganization committee as provided in G.C. §56827. As an alternative, the Commission may refer the proposal to an advisory committee composed of a representative from each affected district and any additional representative the Commission deems appropriate.

13.1 DEFINITION OF TERMS

This glossary presents a listing of key terms that are used in Cortese-Knox-Hertzberg Act of 2000 (CKH), Mendocino County Local Agency Formation Commission Policies and Procedures, Executive Officer reports, or Commission proceedings. These definitions of terms used are taken from CKH, other documents (such as CEQA) and from the Policies and Procedures. Where the definition is taken from CKH, the relevant section is cited. The definition of a word applies to any of that word's variants.

Affected city/district/local agency	Any city, district, or local agency that contains or would contain, or whose sphere of influence contains or would contain territory for which a change of organization is proposed or ordered, either singularly or as part of a reorganization. [§56011, §56013, §56014]
Affected county	Any county that contains, or would contain, any territory for which a change of organization or reorganization is proposed or ordered, either singularly or as part of a reorganization or that contains all or any part of a district for which a change of organization or reorganization is proposed or ordered with respect to territory outside that county, district, or local agency. [§56012]
Affected territory	Any territory for which a change of organization or reorganization, or sphere of influence change is proposed or ordered. [§56015]
Agricultural lands	Land currently used for the purpose of producing an agricultural commodity for commercial purposes, land left fallow under a crop rotational program, or land enrolled in an agricultural subsidy or set-aside program. [§56016; see also “Prime agricultural land” §56064]
Annexation	The inclusion, attachment, or addition of territory to a city or district. [§56017]
Application	Applies to any of the following [§56017.2]: (a) A resolution of application or petition initiating a change of organization or reorganization with supporting documentation as required by the commission or executive officer. (b) A request for a sphere of influence amendment or update pursuant to §56425. (c) A request by a city or district for commission approval of an extension of services outside the agency’s jurisdictional boundaries pursuant to §56133. (d) A request by a public agency for commission approval of an extension of serves outside the agency’s jurisdictional boundaries pursuant to §56134.
Area of Interest	The geographical area beyond the Sphere of Influence of a local agency in which land use decisions, or other governmental actions of the jurisdiction impact directly or indirectly upon the local agency, or for which urbanization may be anticipated in the intermediate or long range planning horizons.

Board of supervisors	The legislative body or governing board of a county. [§56020]
Categorical Exemption	An exemption from CEQA for a class of projects based on a finding by the Secretary for Resources that the class of projects does not have a significant impact on the environment (14 CCR Section 15300-15331). [§15354]
CEQA	The California Environmental Quality Act contained in Public Resources Code §21000 et seq.
Certificate of completion	The document prepared by the executive officer and recorded with the county recorder that confirms the final successful completion of a change of organization or reorganization. [§56020.5]
Certificate of filing	The document issued by the executive officer that confirms an application for a change or organization or reorganization has met submission requirements and is accepted for filing. [§56020.6]
Certificate of termination	The document prepared by the executive officer and retained by the commission that indicates that a proposal for a change of organization or reorganization was terminated because of majority written protest, rejection by voters in an election, or the expiration of time prior to completion of proceedings pursuant to §57001 or a court order. [§56020.7]
Change of organization	Refers to any of the following [§56021]: (a) A city incorporation (b) A district formation (c) An annexation to a city or district. (d) A detachment from a city or district. (e) A disincorporation of a city (f) A district dissolution (g) A consolidation of cities or special districts (h) A merger of a city and a district (i) Establishment of a subsidiary district (j) The exercise of new or different functions or classes of services, or divestiture of the power to provide particular functions or classes of services, within all or part of the jurisdictional boundaries of a special district as provided in Article 1.5 (commencing with §56824.10) of Chapter 5 of Part 3 of this division.
City	Any incorporated chartered or general law city, including any city the name of which includes the word "town." [§56023]
Clerk	The clerk or secretary of a commission, county, city, or district, or the clerk or secretary of the legislative body of a county, city, or district. Where the office of county clerk is separate from the office of the clerk of the board of supervisors, "clerk" means the clerk of the board of supervisors. Where the office of county clerk is separate from the office of the registrar of voters, "clerk" means the registrar of voters with respect to all duties pertaining to

the conduct of elections and the county clerk with respect to all other duties. [§56026]

Commission	A local agency formation commission. [§56027]
Commission proceedings	Proceedings which are taken by a commission pursuant to Part 3 (commencing with §56650). [§56028]
Conducting authority	The Commission of the principal county, or the commission’s executive officer when authorized by the commission, when exercising its responsibility to conduct protest proceedings following approval by the commission of a change of organization or reorganization. [§56029]
Consolidation	The uniting or joining of two or more cities located in the same county into a single new successor city or two or more districts into a single new successor district. [§56030]
Contiguous	(a) Territory that abuts or shares a common boundary with territory within a local agency; (b) Territory is not contiguous if the only contiguity is based upon a strip of land more than 300 feet long and less than 200 feet wide at its narrowest width, that width to be exclusive of highways. [§56031]
Dependent special district or dependent district	Any special district that has a legislative body that consists, in whole or part, of ex officio members who are officers of a county or another local agency, or who are appointees of those officers, and who are not appointed to fixed terms. “Dependent special district” or “dependent district” does not include any district excluded from the definition of district contained in §56036 or §56036.6. [§56032.5]
Detachment	The exclusion, deletion, or removal from a city or district of any portion of the territory of that city or district. [§56033]
“Disadvantaged unincorporated community” (DUC)	Inhabited territory, as defined by §56046, or as determined by commission policy, that constitutes all or a portion of a “disadvantaged community” as defined by Section 79505.5 of the Water Code. [§56033.5]
Disincorporation	The dissolution, extinguishment, or termination of the existence of a city and the cessation of its corporate powers, except for the purpose of winding up the affairs of the city. [§56034]
Dissolution	The disincorporation, extinguishment, and termination of the existence of a district and the cessation of all its corporate powers, except as the commission may otherwise provide pursuant to §56886 or for the purpose of winding up the affairs of the district. [§56035]

District or district	<p>(a) "District" or "special district" are synonymous and mean an agency special of the state, formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries and in areas outside boundaries when authorized by the commission pursuant to §56133.</p> <p>(b) "District" or "special district" includes a county service area, but excludes all of the following:</p> <ol style="list-style-type: none"> 1. The state. 2. A county. 3. A city. 4. A school district or community college district. 5. A special assessment district or special assessment district. 6. An improvement district. 7. A community facilities district formed pursuant to the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5 (commencing with §53311) of Part 1 of Division 2 of Title 5). 8. A permanent road division formed pursuant to Article 3 (commenting with §1160) of Chapter 4 of Division 2 of the Streets and Highways Code. 9. An air pollution control district or an air quality maintenance district. 10. A zone of any special district. [§56036]
Elections official	"Elections official" shall have the same meaning as in Section 320 of the Elections Code. [§56037.5]
Environmental Impact Report (EIR)	An environmental impact report is an informational document produced according to CEQA regulations which, when its preparation is required pursuant to Public Resources Code §21000 et seq.) shall be considered by every public agency prior to its approval or disapproval of a project. The purpose of an environmental impact report is to provide public agencies and the public in general with detailed information about the effect which a proposed project is likely to have on the environment; to list ways in which the significant effects of such a project might be minimized; and to indicate alternatives to such a project. [§21061]
Environmental Review	The process set forth in CEQA (Public Resources Code §21000 et seq.) which involves an assessment of potential significant adverse impacts of an action.
Executive officer	The person appointed by a commission pursuant to §56384. [§56038]
Feasible	Capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, legal, social, and technological factors. [§56038.5]
Function	Any power granted by law to a local agency to provide designated governmental or proprietary services or facilities for the use, benefit, or protection of persons or property. [§56040]

Improvement district	An area or zone formed for the sole purpose of designating an area which is to bear a special tax or assessment for an improvement benefiting that area. [§56041]
Inactive District	A special district that meets all of the following: [§56042] (a) The special district is defined in §56036. (b) The special district has had no financial transactions in the previous fiscal year. (c) The special district has no assets and liabilities. (d) The special district has no outstanding debts, judgements, litigation, contracts, liens, or claims.
Incorporation	The creation or establishment of a city. Any area proposed for incorporation as a city shall have at least 500 registered voters residing within the affected territory at the time the proposal is initiated. [§56043]
Independent district or independent special district	Any special district having a legislative body all of whose members are elected by registered voters or landowners within the district, or whose members are appointed to fixed terms, and excludes any special district having a legislative body consisting, in whole or in part, of ex-officio members who are officers of a county or another local agency or who are appointees of those officers other than those who are appointed to fixed terms. "Independent special district" does not include any district excluded from the definition of district contained in §56036 and §56036.6. [§56044]
Infill	Building within unused and underutilized lands within existing development patterns, typically but not exclusively in urban areas.
Inhabited territory	Territory within which there reside 12 or more registered voters. The number of registered voters as determined by the elections officer, shall be established as of the date a certificate of filing is issued by the executive officer. All other territory shall be deemed "uninhabited." [§56046]
Initiating petition	A document signed either by registered voters or landowners that requests LAFCo to consider a boundary change. The petition must be in a form prescribed by LAFCo.
Interested agency	Each local agency which provides facilities or services in the affected territory. [§56047.5]
Island	Unincorporated territory substantially surrounded by a city, or territory surrounded by a city on one or more sides and the Pacific Ocean on the remaining side.
Joint powers agency or powers authority	An agency or entity formed pursuant to the Joint Exercise of Powers joint Act (Article 1 (commencing with §6500) of Chapter of Division 7 of Title 1) that is formed for the local performance of governmental

functions that includes the provisions of municipal services.
[§56047.7]

Landowner, or owner of land, or owner	Means all of the following: [§56048] (a) Any person or persons shown as the owner of land on the last property equalized assessment roll prepared by the county at the time the determination is required to be made pursuant to the requirements of this division. Where that person or persons is no longer the owner, the landowner or owner of land is any person or persons entitled to be shown as owner of land on the next equalized assessment roll. (b) Where land is subject to a recorded written agreement of sale, any person shown in the agreement as purchaser. (c) Any public agency owning land other than highways, rights-of-way, easements, waterways, or canals
Landowner-voter	Any person entitled to vote in a landowner-voter district, or the legal representative of that person or, in the case of an election, the proxy of that person if authorized by the principal act. [§56049]
Landowner-voter district	A district whose principal act provides that owners of land within the district are entitled to vote upon the election of district officers, the incurring of bonded indebtedness, or any other district matter. [§56050]
Latent service or power	Those services, facilities, functions, or powers authorized by the principal act under which the district is formed, but that are not being exercised, as determined by the commission pursuant to §56425(i). [§56050.5]
Lead Agency	Under CEQA, the public agency which has the principal responsibility for carrying out or approving a project which may have a significant effect upon the environment. [§21067]
Legal representative	An officer of a corporation, partnership, or limited-liability company duly authorized to sign for, and on behalf of, the entity. Legal representative also includes a guardian, conservator, executor, administrator, trustee or other person holding property in a trust capacity under appointment of a court, when authorized by an order of the court. [§56052]
Local agency	A city, county, or district. [§56054]
Merger	The termination of the existence of a district when the responsibility for the functions, services, assets, and liabilities of that district are assumed by a city as a result of proceedings taken pursuant to his division. [§56056]
Municipal services	The full range of services that a public agency provides or is authorized to provide.
Municipal service review (MSR)	A comprehensive study designed to better inform LAFCo, local agencies, and the community examining the provision of municipal services for the area.

Open space	Any parcel or area of land or water which is substantially unimproved and devoted to an open-space use, as defined in §65560. [§56059]
Overlap or territory	Territory which is included within the boundaries of two or more overlapping districts or within one or more districts and a city or cities. [56061]
Plan for services	A plan prepared pursuant to §56653 for purposes of providing sufficient information to assess the proposed provision of services for applications.
Prezoning	A zoning designation formally adopted by a city that applies to property outside city limits. Prezoning has no regulatory effect until a property is annexed.
Prime agricultural land	<p>An area of land, whether a single parcel or contiguous parcels, that has not been developed for a use other than an agricultural use and that meet any of the following qualifications: [§56064]</p> <ul style="list-style-type: none"> (a) Land that qualifies, if irrigated, for rating as class I or class II in the USDA Natural Resources Conservation Service land use capability classification, whether or not the land is actually irrigated, provided that irrigation is feasible. (b) Land that qualifies for rating 80 through 100 Storie Index Rating. (c) Land that supports livestock used for the production of food and fiber and that has an annual carrying capacity equivalent to at least one animal unit per acre as defined by the United States Department of Agriculture in the National Range and Pasture Handbook, Revision 1, December 2003. (d) Land planted with fruit or nut-bearing trees, vines, bushes, or crops that have a nonbearing period of less than five years and that will return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than four hundred dollars (\$400) per acre. (e) Land that has returned from the production of unprocessed agricultural plant products an annual gross value of not less than four hundred dollars (\$400) per acre for three of the previous five calendar years.
Principal act	In the case of a district, the law under which the district was formed and, in the case of a city, the general laws or the city charter. [§56065]
Proceeding	Proceedings taken by the commission for a proposed change for a change of organization or reorganization pursuant to Part 4 (commencing with §57000). [§56067]
Proposal	A desired change of organization or reorganization initiated by petition or by resolution of application of a legislative body or school district for which a certificate of filing has been issued. [§56069]
Protest proceedings	Proceedings taken by a commission, or its executive officer when authorized by the commission, as the conducting authority pursuant to Chapter 1

(commencing with §57000), Chapter 2 (commencing with §57025), Chapter 3 (commencing with §57075) of Part 4 of this division. [§56069.5]

Public agency	The state or any state agency, board, or commission, any city, county, city and county, special district, or any agency, board, or commission of the city, county, city and county, special district, joint powers authority, or other political subdivision. [§56070]
Reorganization	Two or more changes of organization contained within a single proposal. [§56073]
Service	A specific governmental activity established within, and as a part of, a general function of the special district as provided by regulations adopted by the commission pursuant to Chapter 5 (commencing with §56820) of Part 3. [§56074]
Sphere of influence (SOI)	A plan for the probable physical boundaries and service area of a local agency, as determined by the commission. [§56076]
Subject agency	Each district or city for which a change of organization or reorganization is proposed or provided in a plan of reorganization. [§56077]
Subsidiary district	A district in which a city council is designated as, and empowered to act as, the ex officio board of directors of the district. [§56078]
Urban service area	Developed, undeveloped, or agricultural land, either incorporated or unincorporated, within the sphere of influence of a city, which is served by urban facilities, utilities, and services or which are proposed to be served by urban facilities, utilities, and services during the first five years of an adopted capital improvement program of the city if the city adopts that type of program for those facilities, utilities, and services. The boundary around an urban area shall be called the "urban service area boundary" and shall be developed in cooperation with a city and adopted by a commission pursuant to policies adopted by the commission in accordance with §56300, §56301 and §56425. [§56080]
Zoning	The primary regulatory instrument for implementing the general plan. Zoning divides a community into districts or "zones" which specify the permitted and prohibited uses and development standards.

14| APPENDIX B

14.1 FINAL FILING CHECKLIST

(See Policy 10.9 Final Filing). (Resolution 2016-17-05)

Final Filing Checklist		
No.	Procedure/Step	Date Completed
Mapping Adequacy		
1	Staff confirms it has the final boundary map from the applicant.	
2	Staff compares the map with the LAFCo Resolution of Approval boundary determinations to assure consistency, with particular attention to whether roads are included or excluded.	
3	Staff review the boundaries to make sure they follow parcel lines unless that requirement was specifically waived.	
4	Staff reviews the map for SBOE mapping requirements.	
5	Staff routes the map and legal description to the County Surveyor for review.	
6	Staff routes approved final boundary map and legal description to County GIS staff.	
Final Filing		
7	Staff reviews resolution and final boundary map for compliance; ensures all conditions of approval have been met. If any questions regarding compliance, consult with legal counsel.	
8	Staff confirms all outstanding fees have been paid in full.	
9	Staff prepares Certificate of Completion and submits to County Clerk of the Board for recording.	
10	Staff files with State Board of Equalization and County Assessor.	
11	Upon notification of BOE acceptance, staff notifies all affected parties.	

15.1 2020 LEGISLATIVE PLATFORM

Adopted by the Commission March 2, 2020

1. LAFCo Purpose and Authority

- 1.1. Support legislation which enhances LAFCo authority and powers to carry out the legislative findings and authority in Government Code §56000 et seq., and oppose legislation which diminishes LAFCo authority.
- 1.2. Support authority for each LAFCo to establish local policies to apply Government Code §56000 et seq. based on local needs and conditions, and oppose any limitations to that authority.
- 1.3. Oppose additional LAFCo responsibilities, which require expansion of current local funding sources. Oppose unrelated responsibilities which dilute LAFCo ability to meet its primary mission.
- 1.4. Support alignment of responsibilities and authority of LAFCo and regional agencies, which may have overlapping responsibilities in orderly growth, preservation, and service delivery, and oppose legislation or policies which create conflicts or hamper those responsibilities.
- 1.5. Oppose grants of special status to any individual agency or proposal to circumvent the LAFCo process.
- 1.6. Support individual commissioner responsibility that allows each commissioner to independently vote his or her conscience on issues affecting his or her own jurisdiction.

2. LAFCo Organization

- 2.1. Support the independence of LAFCo from local agencies.
- 2.2. Oppose the re-composition of any LAFCo to create special seats and recognize the importance of balanced representation provided by cities, the county, the public, and special districts in advancing the public interest.
- 2.3. Support representation of special districts on all LAFCos in counties with independent districts and oppose removal of special districts from any LAFCo.
- 2.4. Support communication and collaborative decision-making among neighboring LAFCos when growth pressures and multicounty agencies extend beyond a LAFCo's boundaries.

3. Agricultural and Open Space Protection

- 3.1. Support legislation which clarifies LAFCo authority to identify, encourage and ensure the preservation of agricultural and open space lands.
- 3.2. Encourage a consistent definition of agricultural and open space lands.
- 3.3. Support policies which encourage cities, counties and special districts to direct development away from all types of agricultural lands, including prime agricultural lands and open space lands.
- 3.4. Support policies and tools, which protect all types of agricultural lands, including prime agricultural lands and open space lands.
- 3.5. Support the continuance of the Williamson Act and restoration of program funding through State subvention payments.

4. Orderly Growth

- 4.1. Support the recognition and use of spheres of influence as a management tool to provide better planning of growth and development, and to preserve agricultural and open space lands.
- 4.2. Support recognition of LAFCo spheres of influence by other agencies involved in determining and developing long-term growth and infrastructure plans.
- 4.3. Support orderly boundaries of local agencies and the elimination of islands within the boundaries of agencies.
- 4.4. Support communication among cities, counties, and special districts through a collaborative process that resolves service, housing, land use, and fiscal issues, prior to application to LAFCo.
- 4.5. Support cooperation between counties, cities, and special districts on decisions related to development within the city's designated sphere of influence.
- 4.6. Support the recognition of extreme fire events and disaster preparedness when considering growth and service delivery issues.

5. Service Delivery and Local Agency Effectiveness

- 5.1. Support the use of LAFCo resources to review Regional Transportation Plans, including sustainable communities strategies and other growth plans to ensure reliable services, orderly growth, sustainable communities, and conformity with LAFCo's legislative mandates. Support efforts that enhance meaningful collaboration between LAFCo and regional planning agencies.
- 5.2. Support LAFCo authority as the preferred method of local governance. Support the availability of LAFCo tools which provide options for local governance and efficient service delivery, including the authority to impose conditions that assure a proposal's conformity with LAFCo's legislative mandates.
- 5.3. Support the creation or reorganization of local governments in a deliberative, open process which will fairly evaluate the proposed new or successor agency's long-term financial viability, governance structure and ability to efficiently deliver proposed services.
- 5.4. Support the availability of tools for LAFCo to insure equitable distribution of revenues to local government agencies consistent with their service delivery responsibilities.
- 5.5. Support collaborative efforts, including consolidation, among agencies and LAFCo that encourage opportunities for sharing of services, staff and facilities to provide more efficient and cost effective services. Support legislation which provides LAFCo with additional opportunities to encourage shared services.

15.2 2020 LEGISLATIVE PRIORITIES

15.2.1 Primary Issues

A. Authority of LAFCo

Support legislation that maintains or enhances LAFCo's authority to condition proposals to address any or all financial, growth, service delivery, and agricultural and open space preservation issues. Support legislation that maintains or enhances LAFCo's ability to make decisions regarding boundaries and formations, as well as to enact recommendations related to the delivery of services and the agencies providing them, including changes of organization and reorganizations.

B. Agriculture and Open Space Protection

Support policies, programs and legislation that recognize LAFCo's mission to protect and mitigate the loss of all types of agricultural lands, including prime agricultural lands and open space lands, and that encourage other agencies to coordinate with local LAFCOs on land preservation and orderly growth. Support efforts that encourage the creation of habitat conservation plans.

C. Water Availability

Support policies, programs and legislation that promote an integrated approach to water availability and management. Promote adequate water supplies and infrastructure planning for current and planned growth as well as to support the sustainability of all types of agricultural lands, including prime agricultural lands and open space lands. Support policies that assist LAFCo in obtaining accurate and reliable water supply information to evaluate current and cumulative water demands for service expansions and boundary changes, including impacts of expanding water company service areas on orderly growth, and the impacts of consolidation or dissolution of water companies providing services.

D. Viability of Local Services

Support legislation that maintains or enhances LAFCo's ability to review and act to determine the efficient and sustainable delivery of local services and the financial viability of agencies providing those services to meet current and future needs, including those identified in regional planning efforts such as sustainable communities strategies. Support legislation which provides LAFCo and local communities with options for local governance and service delivery to ensure efficient, effective, and quality service delivery. Support efforts that provide tools to local agencies to address aging infrastructure, fiscal challenges, the maintenance of services, and services to disadvantaged communities.

15.2.2 Issues of Interest

A. Housing

Provision of territory and services to support housing plans consistent with regional land use plans and local LAFCo policies.

B. Transportation

Effects of Regional Transportation Plans and expansion of transportation systems on future urban growth and service delivery needs, and the ability of local agencies to provide those services.

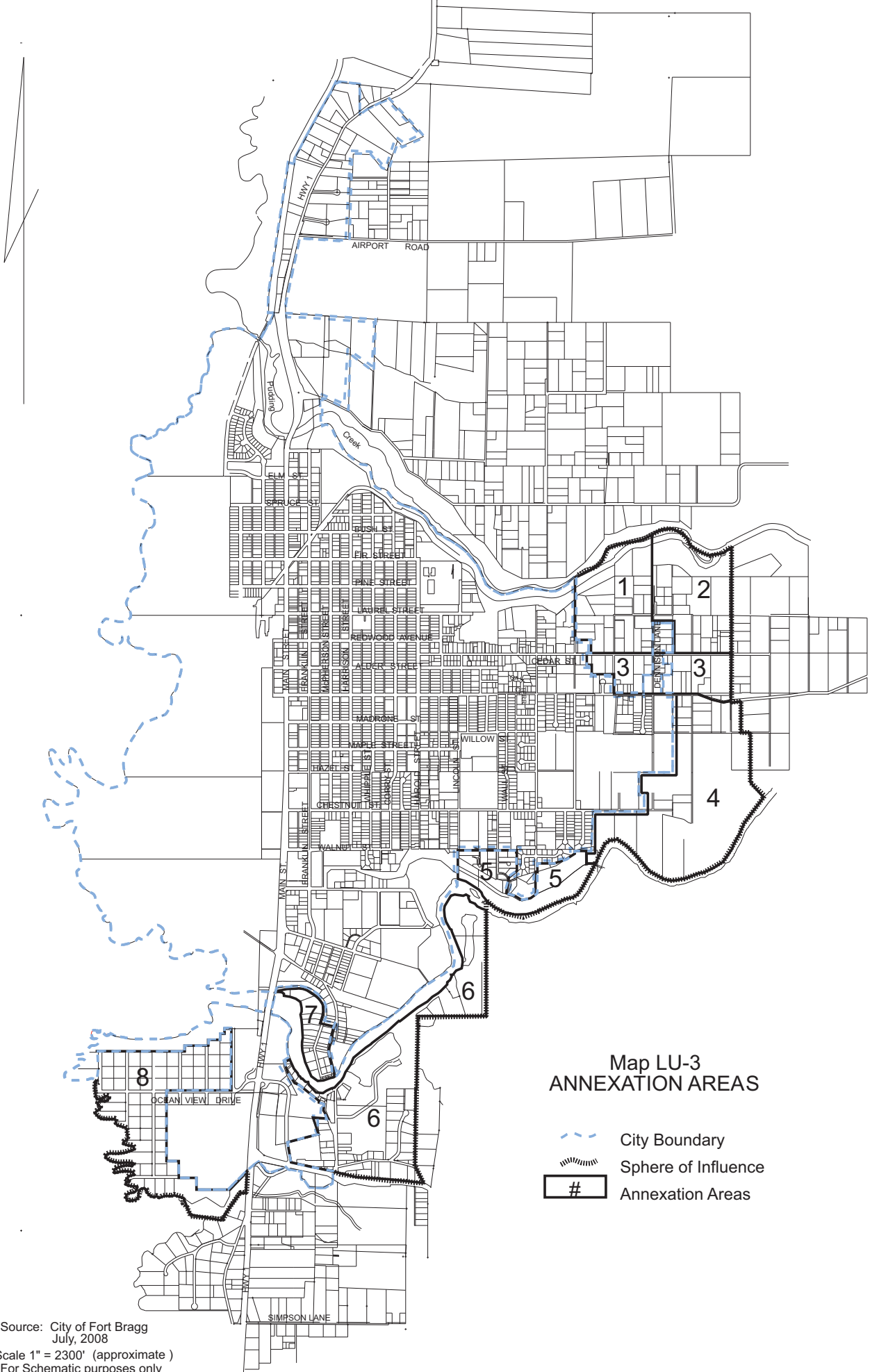
C. Flood Control

The ability and effectiveness of local agencies to maintain and improve levees and protect current infrastructure. Carefully consider the value of uninhabited territory, and the impact to public safety of




proposed annexation to urban areas of uninhabited territory which is at risk for flooding. Support legislation that includes assessment of agency viability in decisions involving new funds for levee repair and maintenance. Support efforts that encourage the creation of habitat conservation plans.

D. Adequate Municipal Services in Inhabited Territory

Expedited processes for inhabited annexations should be consistent with LAFCo law and be fiscally viable. To promote environmental justice for underserved inhabited communities, funding sources should be identified for extension of municipal services, including options for annexation of contiguous disadvantaged unincorporated communities. Support policies, programs, and legislation which would provide municipal services to disadvantaged communities. Promote the delivery of adequate, sustainable, efficient, and effective levels of service through periodic updates of Municipal Service reviews, Spheres of Influence, and other studies.



**Map LU-3
ANNEXATION AREAS**

-  City Boundary
-  Sphere of Influence
-  # Annexation Areas

Source: City of Fort Bragg
July, 2008
Scale 1" = 2300' (approximate)
For Schematic purposes only

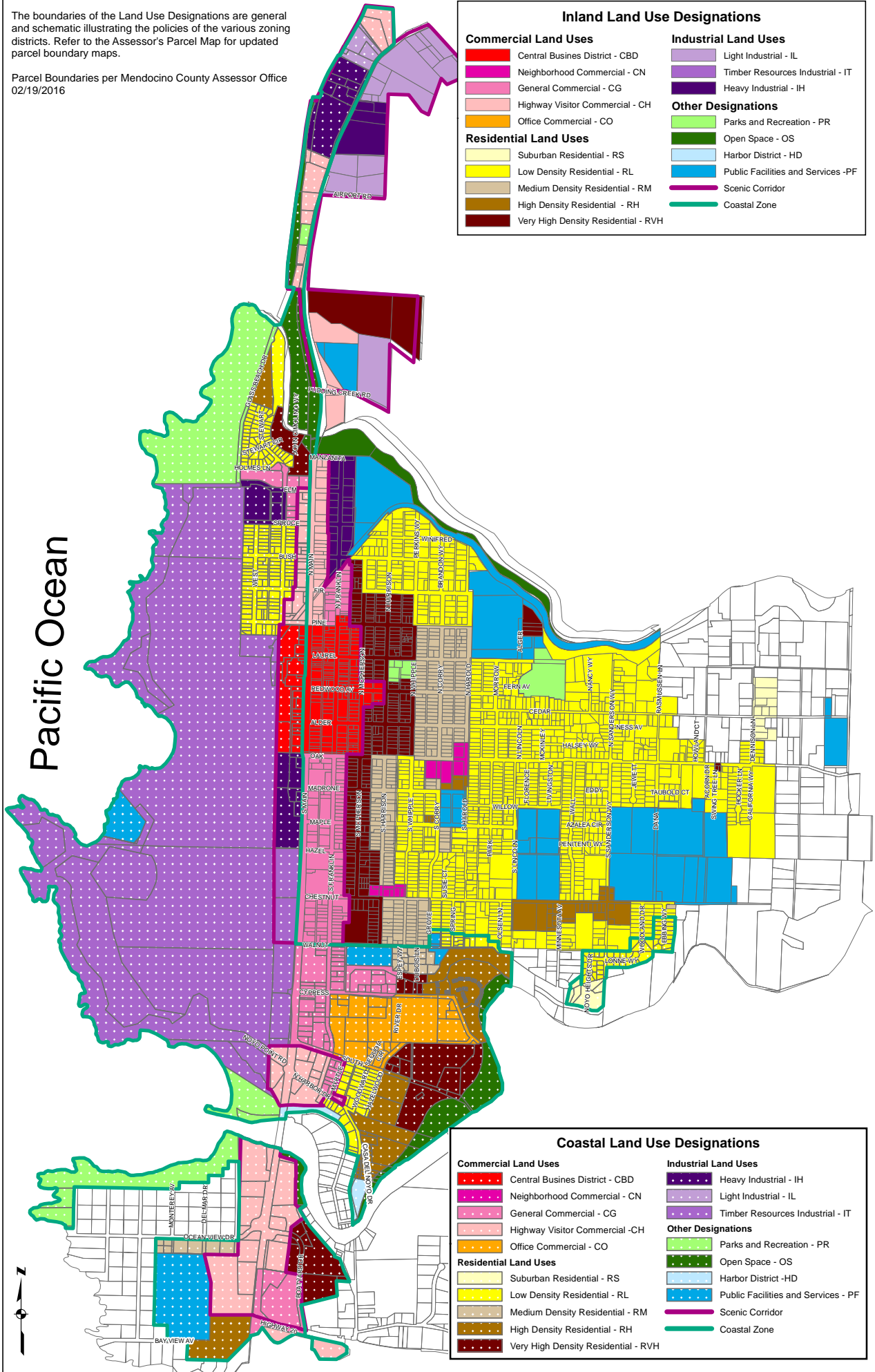
The boundaries of the Land Use Designations are general and schematic illustrating the policies of the various zoning districts. Refer to the Assessor's Parcel Map for updated parcel boundary maps.

Parcel Boundaries per Mendocino County Assessor Office 02/19/2016

Pacific Ocean

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	



Coastal Land Use Designations

Commercial Land Uses	Industrial Land Uses
Central Business District - CBD	Heavy Industrial - IH
Neighborhood Commercial - CN	Light Industrial - IL
General Commercial - CG	Timber Resources Industrial - IT
Highway Visitor Commercial - CH	Other Designations
Office Commercial - CO	Parks and Recreation - PR
Residential Land Uses	Open Space - OS
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Very High Density Residential - RVH	



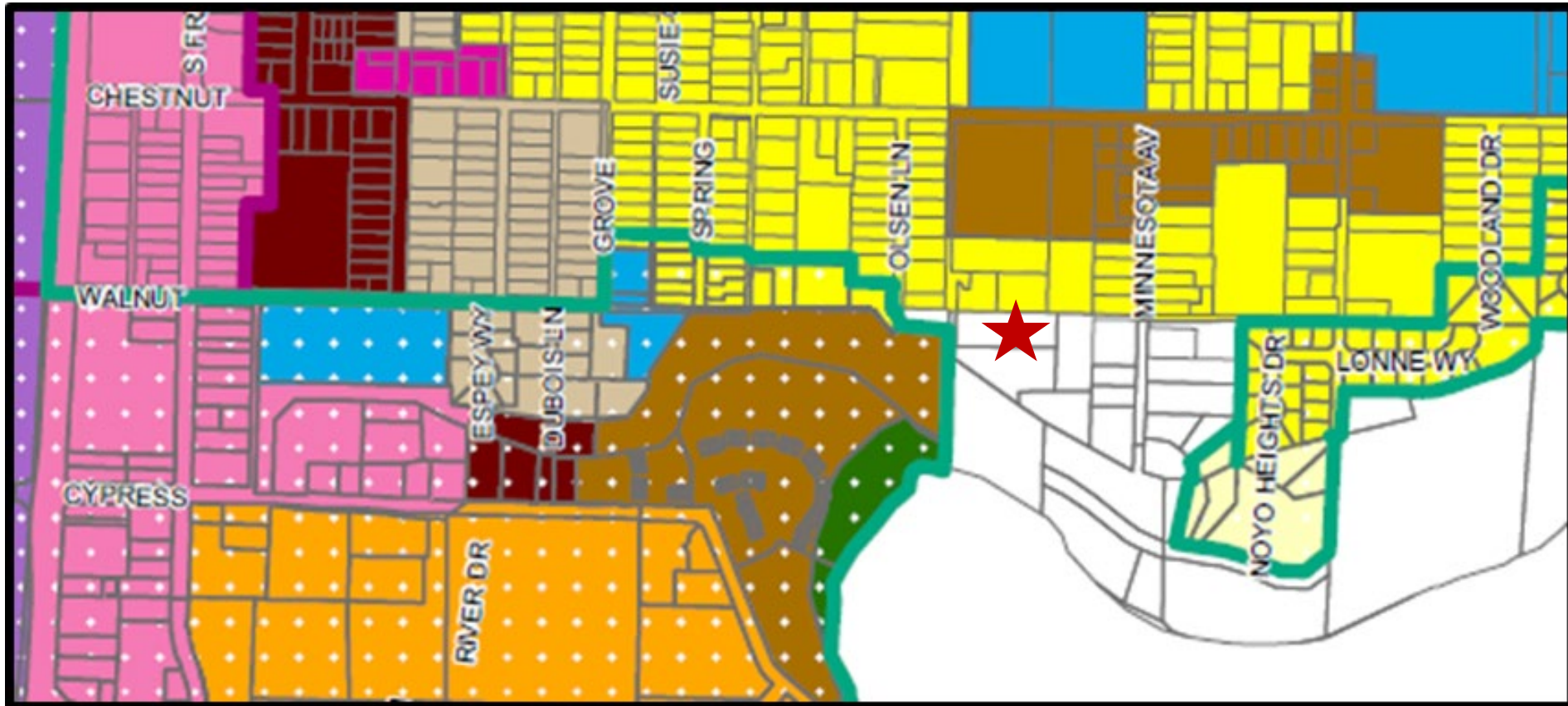
REQUEST TO CONNECT OUT-OF-CITY PROPERTY TO CITY WATER

CITY COUNCIL MEETING

APRIL 26, 2021



19970 Jacobson Lane, Fort Bragg, CA



Fort Bragg Municipal Code

- ▶ Section 14.04.180 provides
 - ▶ “Outside City water shall be considered on an individual basis on application”
(Ordinance 416, Section 18, passed 1973)

Coastal General Plan

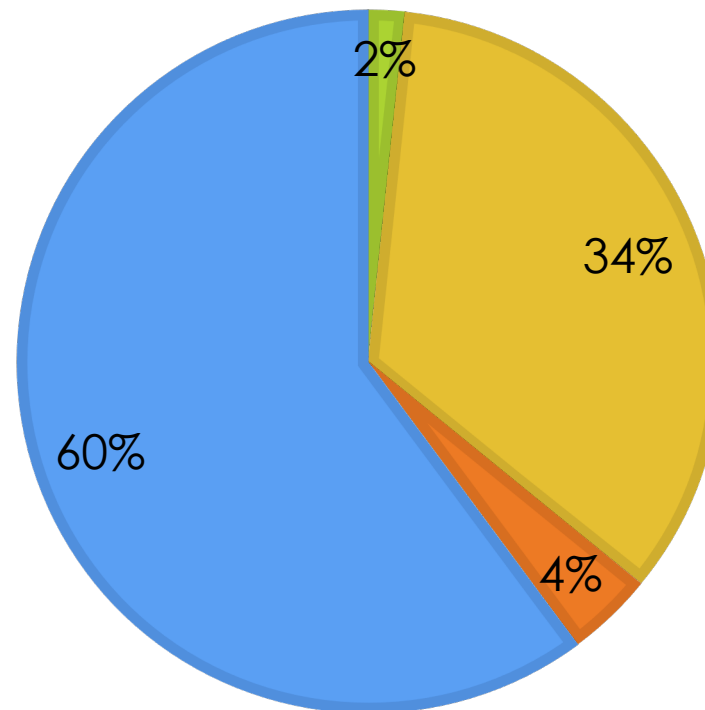
- ▶ GCP Policies generally require that adequate services and infrastructure are available – including water and sewer.
- ▶ Although focus is on commercial uses and not residential
 - ▶ Policy PF-2.2: Potable Water Capacity: Develop long-term solutions regarding the supply, storage, and distribution 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.**

Water Supply Challenges

- ▶ Mendocino County Drought State of Emergency
- ▶ City may declare a Water Emergency before Labor Day
- ▶ Potential for additional diversion as result of Lake and Stream Bed Alteration Agreements with California Fish and Wildlife
- ▶ Development on the Mill Site Property
- ▶ Regional Housing Needs Assessment = 137 units
- ▶ Growth triggering the Urban Water Supplier Requirements (3,000 connections)

City Water Consumption FY 2020-21

■ Public Use - City ■ Commercial Inside City ■ Commercial Outside City ■ Residential



Coastal General Plan Annexation Policies

- ▶ Sufficient Services to Serve Annexation Area
- ▶ Pre-Approval by the City
- ▶ Net Positive Impact to the City within 15 years
- ▶ Environmental Review Required
- ▶ Discourages Piecemeal Annexations
- ▶ Consistent with Coastal General Plan goals and policies

Sphere of Influence Area 5



Questions



City of Fort Bragg

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

Text File

File Number: 21-172

Agenda Date: 4/26/2021

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8B.

Receive Report and Provide Direction to Staff on How to Interpret Existing Language in the Coastal and Inland Land Use and Development Codes



AGENCY: City Council
MEETING DATE: April 26, 2021
DEPARTMENT: City Manager
PRESENTED BY: Tabatha Miller
EMAIL ADDRESS: tmiller@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Provide Direction to Staff on How to Interpret Existing Language in the Coastal and Inland Land Use and Development Codes

ISSUE:

Several provisions of the City's land use and development codes allow an "interested person" to request a hearing prior to the granting of various types of a permits. For example, Section 18.71.060(E)(2) of the Inland Land Use and Development Code ("Inland Code") that applies to applications for minor use permits provides that a hearing:

"...will be held only if requested in writing by any interested person before the specified date for the decision." (emphasis added)

Similar language is found in Section 18.71.070(E)(2) of the Inland Code that applies to variances and Section 17.71.045(c)(2)(b) of the Coastal Land Use and Development Code ("Coastal Code") that applies to coastal development permits.

If no hearing is requested, completed applications can be approved at the staff level. Until recently, staff has interpreted the term "interested person" to refer to any member of the public who is interested in the application, including those who are not involved in the project and those who are not affected by it. Staff became concerned about the cost of providing public hearings and the delay to issuing permits on permit applications when neither the applicant nor those within close proximity to the project requested a hearing. This unlimited interpretation of the term "interested person" allows any person anywhere to require the City to provide a hearing on an uncontested and non-controversial permit application. The City attorney advised staff that the term "interested person" generally refers to those who have a legal interest that may be affected by the project. This typically includes the applicant, neighboring property owners, neighboring tenants, and those who could be adversely affected by the project.

This interpretation is bolstered by the fact that different language is contained in Section 17.71.045(K)(2) of the Coastal Code. This section provides that public hearings on a coastal permit for minor developments are waived if both (1) persons with a defined legal interest in the property and (2) "any other persons known to be interested in receiving notice" do not request a hearing. In this section, the City Council made clear that any person who is interested in receiving notice of a hearing can request one, instead of using the same "interested person" language discussed above. We can infer that the Council intended the term "interested person" to refer to those with a legal interest that could be affected by the permit because it used a much broader standard in a similar context.

However, because the term “interested person” is not defined in either the Coastal, Inland, or Municipal Codes, interpretation of this term is subject to disagreement and confusion. The goal of any inquiry into the meaning of statutory language is to ascertain the intent of the legislative body in enacting the statute. The purpose of this item is to allow the City Council the opportunity to express its intent with respect to who this term refers to and secondarily who should bear the costs and City resources spent on public hearings.

ANALYSIS:

The term “interested person” and variants of this term can be found in several legal contexts that involve due process hearings. For example, the Probate Code contains a detailed definition that generally limits its application to an enumerated list of individuals.¹ In the more closely analogous context of subdivision approval, the term refers to “any interested person *adversely affected*”² by an agency decision (emphasis added). In both contexts, the term is limited by some additional language that prevents its application to uninvolved individuals. While staff has not always interpreted this term with any limitations on who it applies to, doing so allows the City to appropriately allocate public funds and prevent abuse of the hearing process.

If the intent of the City Council is to allow uninvolved persons to require the City to provide a hearing, staff requests that the Council make that clear and staff will revert to its prior practice. However, if this is not the Council’s intent, staff requests direction on how to appropriately limit the scope of those who can request a hearing.

Costs of Appeals and Hearings

In addition to determining who may request a hearing or an appeal, is the matter of who should bear the costs. There are three payment sources and they are not necessarily exclusive: 1) permit applicant, 2) person requesting the hearing or appeal, or 3) the taxpayers. Typically, the City charges a fee to the applicant if a hearing is required as part of the process to issue a permit. When the need for a hearing is unknown, which is typically the case with a ministerial permit like a minor use permit, it is not always clear who should bear the cost of the hearing. If requested by an “interested party” recent practice has been to not charge for this hearing, although as set forth on the next page, there is an established fee of \$1,018 for such a hearing.

Charging a fee for a hearing covers at least a portion of the cost of conducting the hearing. There are provisions in the City Code that allow for refund of a hearing fee if the requestor is successful. The City’s current Fee Schedule (2019-20) clearly establishes the intent that the costs of appeals and requested hearings are borne by the appellant. There are provisions in the City Code that allow for refund of a hearing fee if the requestor is successful.

Payment of a fee provides some assurance that the requestor has a valid interest in the permit or hearing and is not using a request for a hearing to delay issuing a permit, to increase the costs, or to harass the applicant or City staff. The chart below lists the current fees associated with hearings adopted by the City Council.

¹ Prob. Code § 48.

² Gov. Code § 66452.5(d).

FEE TYPE	DEPARTMENT	AMOUNT
Appeal of Water Bill	Miscellaneous	\$200
Appeal of Administrative Decisions	Miscellaneous	\$445
Appeal of a Planning Commission Decision to City Council	Planning	\$1,000
Additional Fee for Appeal to City Council for Permits requiring CEQA	Planning	\$10,000
Appeal of Code Enforcement Action	Planning	\$3,000
Appeal of Code Enforcement Case	Planning	\$440
Appeal of Administrative Permit to Planning Commission	Planning	\$375
Appeal of Sign Permit to Planning Commission	Planning	\$218
Public Hearing (requested for Administrative Permit)	Planning	\$1,018
Hearing Costs before Planning Commission	Planning	\$935

Costs associated with hearings include the following:

- Staff costs associated with preparing the documentation;
- City Clerk’s administrative processing and filing of the action;
- Cost of Hearing Officer (hourly or staff salary), transcription costs, clerical staff and IT for broadcasting; and
- Publishing notices in the newspaper and mailing to neighboring property owners.

The individual costs of a hearing vary widely depending on the type of permit, the complexity of the issue, the level of opposition and the need for outside staff or consultants. This is part of the reason for the number and complexity of fees on the chart above – trying to match the actual costs to the action. In some cases, staff have relied on Developer Deposit Accounts (DDAs), so that the developer pays actual costs but this adds more uncertainty to what can already be an uncertain process. The set fees create more certainty for a developer regarding the costs of a permit process, but may result in the taxpayers bearing the costs of development when the expenses exceed the fees. When hearing fees are not paid by the requestor or the developer, the taxpayers bear the costs and those resources are not used to provide other services such as trails, parks, police, streets, etc.

This is part of a larger issue than the definition of “interested person” or who should bear the costs of a hearing, namely the desire for a planning and development process that is predictable and consistent. No one more than staff want to be able to clearly set forth to a potential applicant the costs, the timeframes and whether the project will likely be approved. Consistent application of definitions, processes and costs supports consistency in the development process.

RECOMMENDED ACTION:

1. Provide direction to staff on how to interpret the term “interested person” as it is used in Sections 18.71.060(E)(2) and 18.71.070(E)(2) of the Inland Code and Section

17.71.045(c)(2)(b) of the Coastal Code.

2. Provide direction to staff on who should bear the cost of a hearing when a party other than permit applicant is requesting a review or appealing a decision.

ALTERNATIVE ACTION(S):

1. Direct staff to interpret “interested person” as referring to any person without any limiting language.
2. Direct staff to interpret “interested person” as referring to an “interested person adversely affected” by the decision.
3. Direct staff to interpret “interested person” as referring to an “interested person with a legal interest that may be adversely affected” by the decision.
4. Direct staff to prepare an ordinance that codifies a detailed definition of “interested person” for future Council consideration.
5. Direct staff to revise the City’s Fee Schedule to be consistent with direction regarding who is responsible for paying fees.
6. Provide other direction.

FISCAL IMPACT:

City costs in terms of staff preparation time, out of pocket costs, consultant fees and/or attorney’s fees would decrease if Council interprets “interested person” more narrowly and clarifies what fees or portion of fees should be borne by the party requesting the hearing.

GREENHOUSE GAS EMISSIONS IMPACT:

No impact.

CONSISTENCY:

Providing direction on how to interpret “interested persons” would allow staff to schedule and charge for public hearings consistently.

IMPLEMENTATION/TIMEFRAMES:

Staff would apply the Council’s interpretation immediately.

ATTACHMENTS:

N/A

NOTIFICATION:

1. Jacob Patterson

From: [Jacob Patterson](#)
To: [Lemos, June](#)
Cc: [Miller, Tabatha](#)
Subject: Public Comment -- 4/26/21 City Council Meeting, Item No. 8B
Date: Monday, April 26, 2021 10:48:09 AM

City Council [via BCC],

Please consider my public comments regarding my opinion on the interpretation of "interested person" in the context of permit review procedures for minor use permits and the relevant fees. I am very concerned about the intended and unintended consequences of potentially making the recommended changes and respectfully request that the City Council decline to do so at this time or by these means rather than making any policy decisions and procedural adjustments through an ordinance amending the existing code, which would require noticed public hearings to ensure that all people are aware of the proposed changes and have an opportunity to be heard before such significant changes are implemented. In short, this almost feels like a "bait and switch" because public discussions about past and pending ordinances were premised on the City treating minor use permits as they had in the past rather than this new and novel interpretation that would prevent many people for voicing their concerns about proposed projects unless they have a direct and personal legal interest at stake that could be impacted by the permit decision.

I. Interpretation of "Interested Person" for Minor Use Permit Review Procedures

Within the land use and planning context in California, "interested Person" is generally defined as the permit applicant, the property owner of the location of the proposed project, nearby property owners and residents, and any other person who participated in one or more public meetings or hearings held to consider an application for a land use decision for a specific project. "Participation" includes providing oral or written testimony at a meeting or hearing, submission of questions at a meeting or hearing, or attendance at a meeting or hearing. In this case, the City Manager is proposing that the City Council reverse course on all past practices that are consistent with that general definition and redefine "interested person" in a very limited way that would shortcut the local minor use permit review process because this definition is going to be used to determine if a public hearing is going to be held at all because someone can't participate in a hearing that never happens. If someone becomes an interested person by virtue of participating in the public hearing (in effect, someone who took an interest in the subject matter of the proposed permit to bother participating), then it is questionable at best to say that they should not have the ability to even request a public hearing be held in the first place. This is because there will be no opportunity to raise objections or appeal permit decisions (even very valid concerns like improper review procedures or recommendations that are contrary to legal requirements) with if no one else within close proximity to the proposed project requests a public hearing (e.g., the applicant or a direct neighbor) . If you redefine this term now, what are we going to do concerning the ordinances that were adopted with the understanding that only requiring a minor use permit rather than a major use permit would involve a public hearing if someone raises an issue, concern, or objection to the project? What about people who have an interest in the fair, objective, and consistent application of the code using the same standards across different projects? All members of the public have an interest in ensuring the city applies our local regulations in an unbiased an consistent manner but redefining this term now would mean that someone whose own prior permit was treated inconsistently to a subsequent similar permit application wouldn't be able to request a public hearing for the subsequent permit to object to

their unfair treatment by the city compared to the other applicant. I don't believe that is something the City Council should support.

Importantly, we are only being asked to consider this definition because staff is claiming that potentially having to hold a public hearing is burdensome for staff but we are not talking about a significant number of permit applications since most years only have a handful of applications for minor use permits and nearly all of the staff-level work for a minor use permit has to happen regardless if a public hearing is held or not, with the only significant incremental cost increase being the second set of public notices for the public hearing after it was requested.

Just as importantly, even if you did desire to redefine this term now, the City Council would need to establish clear and objective thresholds to determine who has a legal interest sufficient to be deemed an interested person. Staff has proposed no such standards in their recommendations leaving the process open to arbitrary and capricious application. For conflicts of interest purposes, a member of the City Council or Planning Commission is presumed to have a sufficient legal interest in the outcome of a permit hearing if they reside in or own property within 500 feet of a proposed project.

Under the Political Reform Act, public officials may not make, participate in making, or attempt to use their official positions to influence a governmental decision in which they know or have reason to know that they have a disqualifying interest. A public official has a disqualifying interest if the governmental decision at issue will have a reasonably foreseeable, material effect on the official's financial interests. The Fair Political Practices Commission (FPPC) has amended the standard for determining whether a decision will have a material effect on a public official's interest in real property.

The materiality standard for decisions that affect ownership interests in real property include a presumption that a decision involving property within 500 feet of an official's property will have a material impact on the official's interest. In addition, there is now a presumption that a decision involving property 1,000 feet or more from the official's property will not have a material impact on the official's interest. For decisions involving property located between 500 and 1,000 feet from the official's property, whether the decision creates a conflict now depends on a number of factors. Under FPPC regulations, a decision will have a material impact on the official's property interest if it would change the parcel's development potential, income-producing potential, highest and best use, market value, or, if it would change the parcel's "character by substantially altering traffic levels, intensity of use, parking, view, privacy, noise levels, or air quality."

The City staff have already applied this new definition to deny to written requests for a public hearing, including in one instance where the requesting party resides a little more than 300 feet from the location of the proposed minor use permit, presumably on the assumption that by being outside the 300 foot radius for mailed public notice there isn't any protected interest at stake. That kind of arbitrary decision-making is not only illogical but it appears to be contrary to the law. If the City only needed to consider the views and concerns of property owners or nearby residents within 300 feet of a proposed project (if that is even the standard City staff intends to use), why is the city required by the State of California to mail public notices to those people but also to publish the public notice in a local paper of general circulation so other people know what is being proposed? If a project requiring a minor use permit in the Central Business District (e.g., cannabis-related businesses) or one of our other commercial

areas is proposed, do we only care about the opinions and concerns of the immediate neighbors and property owners? Doesn't the entire community have an interest in what goes on downtown? Is anyone who is not a resident within one block of downtown left out of the discussion? I don't believe that is the opinion or expectation of any member of the public. Do parents not have an interest in what kind of land uses are proposed next to their children's schools? Do members of the public getting their mail at the post office not have an interest in what is being proposed across the street? Do local residents or even visitors not have an interest in projects that are proposed near to the hospital that might generate traffic problems impeding timely access to the emergency room? If you redefine this term now with little practical reason to do so and minimal staff time "savings", then you are saying yes to all those questions for any project that requires a minor use permit if the concerns are coming from someone who doesn't live or own property in the immediate vicinity of the project. Redefining this term in this context is also inconsistent with applicable provisions in our two general plans that require the City to foster and facilitate public participation. The City Council can't make decisions that are inconsistent with the applicable general plan and redefining this term would do just that.

Moreover, as a General Law city, California law doesn't permit Fort Bragg to deprive any members of the public their opportunity to be informed and participate in all stages of the planning process or for the City to deprive a person interested in appealing a decision on a permit their ability to appeal that decision (although appeal procedures may regulate how appeals are conducted and how many appeals must be offered). Here, City staff are proposing something that would effectively prevent a person who disagrees with a permit decision their ability to appeal that decisions because an appeal can only be made if there was a public hearing in the first place and some people would be prevented from requesting that initial public hearing. That was never the intent of the past city councils who adopted the ordinances that included the language at issue based on the City's own legislative history from the relevant City meetings as well as the City's consistent past practices of defining the term more broadly to mean any person who takes an interest in the subject matter of the proposed permit rather than being strictly limited to only those people with a protected property or other legal interest at stake.

Finally, even if the City Council had actually intended to limit "interested person" to "those persons with a legal interest in the matter" when your predecessors adopted ILUDC section 18.71.060, or if the current City Council wants to make that change, your preferences likely would not be permissible based on California Government Code sections 65033, 65905, and relevant case law.

II. Public Hearing (requested for Administrative Permit)

Regarding the fees associated with when a public hearing is requested for an administrative permit, the fee schedule suggests that this fee is one that could be imposed on the project applicant not the person requesting the hearing, as is the case with many other fees including fees associated with appeals involving a CEQA document that are charged to the permit applicant even though they are potentially triggered by some other person filing the appeal in question. Unlike appeal fees for the person filing the appeal, this is not an appeal of anything but is only changing a review process from a purely administrative staff-level review without public transparency into a staff-level review process involving a public hearing. The only incremental cost difference between holding a public hearing and not holding a public hearing is the second set of public notices that are required because there is now a public hearing.

(Technically, that incremental cost could be eliminated if the City always just holds administrative public hearings and mails the notice of the public hearing at the same time as the notice of pending action that happens regardless if a public hearing is requested.) Public noticing costs are generally charged to the permit applicant, not the people receiving the notice. It is also odd that the fee to appeal a staff-level administrative decision to the Planning Commission is less than half as much as the fee to hold the initial staff-level administrative hearing. How does the City justify this disparity when a Planning Commission public hearing involves just as much preparation and the same noticing expenses as a staff-level administrative public hearing? The City's worksheets for these respective fees show that the city included staff time preparing the supporting analysis for their recommendations and their staff report, which is required whether or not a public hearing is held and improperly inflates this particular fee if it is imposed on the person requesting the hearing rather than the permit applicant. These unresolved issues concerning the justification of the fee and the identity of the person responsible for paying the fee are likely one of the reasons the City has not historically collected this fee. If the City Council wishes to begin imposing a fee for a public hearing for a minor use permit when a public hearing is requested, then we should only do so after the fee schedule is next updated to resolve these ambiguities and open issues in the context of adopting the fees rather than after-the-fact changes because no person interested in challenging the adequacy of the fee would have been on notice the fee might even apply to them based on the City's past practices not imposing this fee. (As an aside, why does City staff sometimes not impose a fee listed in the fee schedule and then claim that only the City Council can waive fees they adopted when someone requests a fee waiver?) Imposing this fee on a person interested in requesting a public hearing so they can have the opportunity to be heard by the review authority before a permit is issued and preserve their right to appeal permit decisions they feel are incorrect presents a substantial barrier to public participation and the City should adopt a consistent fee-waiver policy and process to allow for anyone to be able to participate and advocate for their positions and their rights without having those rights impinged simply because they cannot afford to pay the associated fee

III. Pending Appeal

In addition to the substantive concerns discussed above, I am particularly concerned about the apparent procedural irregularity of bringing this agenda item to the City Council when there is a pending appeal of an administrative decision because staff proactively implemented this change without first asking the Planning Commission or City Council to interpret the code language in question. (Although, I agree it would have been appropriate for staff to have asked either the Planning Commission or City Council to provide guidance on the interpretation of "interested person" before they implemented the change without such guidance but it is too late to do so now because an appeal has already been filed.) The appellate body for this staff-level interpretation appears to be the Planning Commission and then the City Council so I believe it is improper for the City Council to first hear or decide on this matter in general when you may very well be asked to rule on an appeal of a specific application of this novel interpretation of the City's code. That pending appeal is likely prejudiced by the City Council first hearing this agenda item outside the context of an appeal hearing, which requires an objective and unbiased appellate body, as well as the opportunity for the appellant or other interested persons to present evidence and testimony during the hearings. Such evidence and testimony could impact how the City Council chooses to interpret the language in question tonight but it is not available to you because staff did not include it in the agenda materials and omitted reference to the substantial legislative history concerning this provision of the City's code that indicates the intent was to treat any person who takes an interest in the subject matter of the

minor use permit as an interested person for purposes of requesting a public hearing on an administrative permit. This agenda item does not provide that opportunity, in part because of the much shorter notice between publication of the agenda and your consideration of the matter tonight. That said, if the Council directs staff to continue to interpret "interested person" as the City always has in the past, then the appellant would not be prejudiced by this item coming forward before the appeal is potentially heard by the City Council, which probably would probably no longer be necessary.

Thank you for your consideration of this important matter with broad implications.

Best regards,

--Jacob

From: ajregister@yahoo.com
To: [Lemos, June](#)
Subject: RE: Minor Use Appeals and Standing
Date: Monday, April 26, 2021 8:19:33 PM

Correction: Keith Collins

From: ajregister@yahoo.com <ajregister@yahoo.com>
Sent: Monday, April 26, 2021 8:17 PM
To: 'Lemos, June' <Jlemos@fortbragg.com>
Subject: Minor Use Appeals and Standing

Dear Ms. Lemos:

Regarding who should be heard on minor use appeals, I think that the 300 feet criteria is good, but also one that includes those who will actually suffer injury (and not just have strong feelings).

I think the issue is very much like that of “legal standing” that counsel Keith Ellison may be familiar with.

Thank you.

Best Regards,

Andrew Jordan
Fort Bragg, CA

From: [Jenny Shattuck](#)
To: [Lemos, June](#)
Subject: 8B public comment
Date: Monday, April 26, 2021 7:40:24 PM

I am very concerned with this recommendation. Public participation should never be hampered, regardless of who is participating, or trying to participate. How many minor use permits are processed each year? How many minor use hearings are there each year? Deciding who is considered an interested party seems far reaching and nearly god-like. The city council and staff are supposed to be working for the residents of Fort Bragg. I see this as working against them. Community participation should not be limited to a private club of whom is deemed worthy enough to be "interested" or have the opportunity to have their concerns heard.

Changing the way the public can participate currently will only cost citizens appeal fees to actually have a chance for public participation.

Given that staff reports already have to be written, and the hearings I have watched have been less than 15 minutes on average this seems like it will be more of an inconvenience to the public vs the staff, who have already been hired to do this work if this is revised. This would effectively exclude myself from any of the minor use permits, however we are all interested and impacted by what happens in our community. Particularly our down town commercial business district, where few of us live or own property. Please leave it open and how the public has been able to participate.

Jenny Shattuck
Fort Bragg



City of Fort Bragg

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

Text File

File Number: 21-171

Agenda Date: 4/26/2021

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8C.

Receive Report and Consider Adoption of City Council Resolution Authorizing Participation in the California Intergovernmental Risk Authority (CIRA) Effective 7/1/2021 with Regard to the Workers' Compensation Program



AGENCY: City Council
MEETING DATE: April 26, 2021
DEPARTMENT: City Manager
PRESENTED BY: Tabatha Miller
EMAIL ADDRESS: tmiller@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Authorizing Participation in the California Intergovernmental Risk Authority (CIRA) Effective 7/1/2021 with Regard to the Workers' Compensation Program

ISSUE:

Rather than purchase commercial insurance through a commercial insurance carrier, the City of Fort Bragg participates in an intergovernmental arrangement through which a group of cities and towns (referred to as the members) contribute to a shared fund that pays for liability and workers' compensation claims and provides risk management services. That fund is often commonly referred to as a pool. Pools are empowered to exist through the sections of the California Government Code known as joint powers authority (JPA), which allow two or more like entities to pool funds to pay for claims.

The City of Fort Bragg participates in a pool named the Redwood Empire Municipal Insurance Fund (REMIF). REMIF is merging with another pool named the Public Agency Risk Sharing Authority (PARSAC) to become the California Intergovernmental Risk Authority (CIRA). CIRA, like REMIF, will function as an extension of the City of Fort Bragg and will be governed by a board of directors comprised of members in the pool.

ANALYSIS:

To continue participation in the workers' compensation program, but moving the program from REMIF to CIRA, requires application and approval from the California Department of Industrial Relations (DIR), the Division of Workers' Compensation. Further, the DIR requires approval and authorization by the pool members to participate in the CIRA workers' compensation program, effective 7/1/2021. With the merger, new claims with a date of loss on or after 7/1/2021 will fall under the obligation of CIRA. Claims with a date of loss prior to 7/1/2021 will remain with REMIF.

The attached resolution authorizes staff to execute any other document(s) (such as the application) that may be necessary or appropriate to enter into and implement the agreement on behalf of the City. Lastly, the resolution expresses the consent of the City of Fort Bragg to be governed and abide by the master program documents, the memoranda of coverage, and other documents and policies that are adopted by CIRA.

Council is asked to adopt the attached resolution and to further direct staff to work with CIRA on the steps necessary to ensure participation in the workers' compensation program.

RECOMMENDED ACTION:

Adopt Resolution authorizing participation in the California Intergovernmental Risk Authority (CIRA) effective 7/1/2021 with regard to the Workers' Compensation Program.

ALTERNATIVE ACTION(S):

Do not adopt a Resolution and provide staff alternative direction.

FISCAL IMPACT:

In November 2020, the City Council committed to participate in CIRA for at least two years. Adoption of this Resolution does not change the costs of Workers' Compensation through those programs, it simply authorizes that program to move from REMIF to CIRA. The estimated cost of Fort Bragg Workers' Compensation for Fiscal Year 2021-22 is \$176,141. This is a 0.4% increase from the FY 2020-21 Cost of \$175,510.

GREENHOUSE GAS EMISSIONS IMPACT:

There is no impact to Greenhouse Gas Emissions from adopting this resolution.

CONSISTENCY:

Adopting this Resolution is consistent with the City Council actions taken on November 23, 2020.

IMPLEMENTATION/TIMEFRAMES:

The transition to CIRA from REMIF is effective 7-1-2021.

ATTACHMENTS:

1. Resolution
2. Application For Certificate of Consent To Self-Insure as a Public Agency Employer Self-Insurer

NOTIFICATION:

1. Amy Northam, REMIF General Manager

RESOLUTION NO. ____-2020

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
AUTHORIZING PARTICIPATION IN CALIFORNIA INTERGOVERNMENTAL
RISK AUTHORITY (CIRA) EFFECTIVE 7-1-2021.**

WHEREAS, the CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY (CIRA) provides risk-sharing, pooled workers' compensation coverage as a certificated self-insured under the master certificate 5017 with the office of self-insured plans; and

WHEREAS, the City of Fort Bragg has been a member of the REDWOOD EMPIRE MUNICIPAL INSURANCE FUND (REMIF) as a certificated self-insured under the master certificate 5013 with the office of self-insured plans; and

WHEREAS, the BOARD of REMIF has taken action to join CIRA effective 7/1/2021 for all workers' compensation obligations that occur and/or are determined with a date of injury 7/1/2021 or after; and

WHEREAS, the City of Fort Bragg has decided to approve the action of the BOARD of REMIF and join CIRA as a member under master certificate 5017 effective 7/1/2021 for all workers' compensation obligations that occur and/or are determined with a date of injury 7/1/2021 or after; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fort Bragg (CITY) as follows:

1. The CITY hereby approves and authorizes participation in the CIRA workers' compensation program effective 7/1/2021 for all workers' compensation obligations that occur and/or are determined with a date of injury of 7/1/2021 or after.
2. The City Manager is also authorized to execute any other document(s) that may be necessary or appropriate to enter into and implement the agreement on behalf of the CITY.
3. The CITY consents to be governed and abide by the master program documents, the memoranda of coverage, and other documents and policies as adopted by the CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY (CIRA) under master certificate 5017.

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 26th day of April, 2021, by the following vote:

**AYES:
NOES:
ABSENT:**

**ABSTAIN:
RECUSED:**

**BERNIE NORVELL
Mayor**

ATTEST:

**June Lemos, CMC
City Clerk**

State of California
Department of Industrial Relations
Office of Self-Insurance Plans
11050 Olson Drive, Suite 230
Rancho Cordova, Ca. 95670
Phone (916) 464-7000
Fax (916) 464-7007



State of California
Department of Industrial Relations
OFFICE OF SELF-INSURANCE PLANS

**APPLICATION FOR CERTIFICATE OF CONSENT
TO SELF-INSURE AS A PUBLIC AGENCY EMPLOYER SELF-INSURER**
All questions must be answered. If not applicable, enter "N/A".

To the Director of the Department of Industrial Relations: The public agency employer identified below submits the following information to obtain a Certificate of Consent to Self-Insure the payment of workers' compensation under California Labor Code Section 3700.

LEGAL NAME OF APPLICANT (Show exactly as on Charter or other official documents):

Address: _____

City: _____ State: _____ Zip + 4: _____ - _____

Federal Tax ID # of Group: _____

CONTACT - Who Should Correspondence Regarding This Applicant Be Addressed To:

Name: _____ Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip + 4: _____ - _____

Phone: _____ E-Mail: _____

TYPE OF PUBLIC ENTITY (Check one):

City and/or County School District Police and/or Fire District Hospital District

Joint Powers Authority Other (describe): _____

TYPE OF APPLICATION (Check one):

New Application Reapplication (Merger/Unification) Reapplication (Name Change)

Other (describe): _____

NOTE: ONLY CLAIMS WITH DATES OF INJURY AFTER 7/1/2021 WILL BE INCLUDED IN THIS MOVE. REMIF WILL MAINTAIN RESPONSIBILITY FOR ALL CLAIMS WITH DATES OF INJURY PRIOR TO 7/1/2021.

Date Self-Insurance Program will begin: _____

CURRENT WORKERS' COMPENSATION PROGRAM

Currently Insured with State Fund Policy # _____ Expiration Date: _____

Currently Self Insured, Certificate # _____

Other (describe): _____

CLAIMS ADMINISTRATION

Who will be administering your agency's workers' compensation claims? (Check one)

JPA will administer

Third Party Administrator, TPA Certificate # _____

Public entity will self-administer

Insurance Carrier will administer

Name of Third Party Administrator:

Name: _____ Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip + 4: _____ - _____

Phone: _____ E-Mail: _____

of claims reporting locations to be used to handle Agency's claims: _____

Does applicant currently have a California Certificate of Consent to Self-Insure? Yes No

If yes, what is the current Certificate Number: _____

Total Number of Affiliate's California employees to be covered by Group: _____ N/A

AGENCY EMPLOYER

Current # of Agency Employees: _____ # of Public Safety Employees (police//fire): _____

If school District, # of certificated employees: _____ N/A

Will all Agency employees be covered by this self-insurance plan? Yes No

If 'No', explain who is not covered and how workers' compensation coverage will be provided to the excluded employees:

JOINT POWERS AUTHORITY

Will applicant be a member of a JPA for workers' compensation ?

Yes No (If 'yes', complete the following)

Effective date of JPA Membership: _____ JPA Certificate # _____

Name of JPA: _____

NOTE: CIRA FORMERLY KNOWN AS PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC), NAME CHANGE EFFECTIVE 7/1/2021. REMIF WILL MAINTAIN RESPONSIBILITY FOR ALL CLAIMS WITH DATES OF INJURY PRIOR TO 7/1/2021. ONLY CLAIMS WITH DATES OF INJURY ON OR AFTER 7/1/2021 WILL BE INCLUDED IN THIS MOVE.

AGENCY SAFETY PROGRAM

Does the Agency have a written Injury and Illness Prevention Program (IIPP)? Yes No

Individual responsible for Agency workplace safety and IIPP program:

Name: _____ Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip + 4: _____ - _____

Phone: _____ E-Mail: _____

SUPPLEMENTAL COVERAGE

1.) Will your program be supplemented by any insurance or pooled coverage under a **STANDARD** workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

2.) Will your program be supplemented by any insurance or pooled coverage under a **SPECIFIC EXCESS** workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

Retention Limits: _____

3.) Will your program be supplemented by any insurance or pooled coverage under an **AGGREGATE EXCESS** (stop loss) specific excess workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

Retention Limits: _____

RESOLUTION FROM GOVERNING BOARD

Attach a properly executed Governing Board Resolution. See attached sample resolution on page 5.

CERTIFICATION

The undersigned on behalf of the applicant hereby applies for a Certificate of Consent to Self-Insure the payment of workers' compensation liabilities pursuant to Labor Code Section 3700. The above information is submitted for the purpose of procuring said Certificate from the Director of Industrial Relations, State of California. If the Certificate is issued, the applicant agrees to comply with applicable California statutes and regulations pertaining to the payment of compensation that may become due to the applicant's employees covered by the Certificate.

X _____ DATE: _____
SIGNED: Authorized Official / Representative

Printed Name

Title

Agency Name

RESOLUTION NO.: _____ DATED: _____

**A RESOLUTION AUTHORIZING APPLICATION
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA
FOR A CERTIFICATE OF CONSENT TO SELF-INSURE
WORKERS' COMPENSATION LIABILITIES**

At a meeting of the _____
(Enter Name of the Board)

of the _____
(Enter Name of Public Agency, District, Etc.)

a _____ organized and existing under the
(Enter Type of Agency, i.e., County, City, School District, etc.)

laws of the State of California, held on the _____ day of _____, 20____,

the following resolution was adopted:

RESOLVED, that the above named public agency is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities and representatives of Agency are authorized to execute any and all documents required for such application.

IN WITNESS WHEREOF: I HAVE SIGNED AND AFFIXED THE AGENCY SEAL.

X _____ DATE: _____
SIGNED: Board Secretary or Chair

Printed Name

Title

Agency Name

Affix Seal Here



City of Fort Bragg

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

Text File

File Number: 21-187

Agenda Date: 4/26/2021

Version: 1

Status: Business

In Control: City Council

File Type: ID Resolution

Agenda Number: 8D.

Receive Report and Consider Adoption of Municipal Improvement District Resolution Approving Contract With Synagro West, LLC to Provide Transportation of Biosolids to Land Application Sites and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$70,000; Account No. 710-4712-0319)



AGENCY: City Council
MEETING DATE: April 26, 2021
DEPARTMENT: Public Works
PRESENTED BY: J. Smith
EMAIL ADDRESS: jsmith@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of Municipal Improvement District Resolution Approving Contract With Synagro West, LLC to Provide Transportation of Biosolids to Land Application Sites and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$70,000; Account No. 710-4712-0319)

ISSUE:

Two informal bids for the transportation of Wastewater Treatment Facility (WWTF) biosolids were received. After a review of the bids, Synagro was determined to be a responsible bidder, providing the lowest cost per load. This project will include a three-year contract.

ANALYSIS:

The upgraded WWTF is an impressive machine, surprising even the manufacturer and design team. What that means for us is that the effluent product will be ready for reuse after installing additional filtration and it is generating more solids than anticipated. Within the treatment process, the solids are pumped from the aerobic digesters to the belt filter press three to four times per week to balance the influent solids received. The biosolids are mixed with a polymer and pressed with a belt filter press. The biosolids concentration is between 17 and 20 percent. Dewatered biosolids are stored on our new drying beds to further increase the percent solids concentration through evaporation to reduce disposal costs. Last year, Synagro disposed of our biosolids at preapproved land application sites that allow for 100% beneficial reuse. These sites are located in Suisun City and Herald, California.

RECOMMENDED ACTION:

Approve the contract with Synagro and adopt Municipal Improvement District Resolution awarding the contract for Transportation and Disposal of Biosolids.

ALTERNATIVE ACTION(S):

Deny request.

FISCAL IMPACT:

The annual budget for biosolids removal has increased greatly with the completion of the new treatment facility. The contract to remove solids is necessary to stay in compliance with our NPDES Permit. This amount is available in the Wastewater Enterprise Fund, account number 710-4712-0319.

IMPLEMENTATION/TIMEFRAMES:

Removal of material is expected to begin after issuance of the Notice to Proceed.

ATTACHMENTS:

1. Resolution for contract award
2. Contract between Municipal Improvement District and Synagro

NOTIFICATION:

1. Lee Vernon, Synagro Area Director
2. Simranpreet Kaur, Technical Services Manager

RESOLUTION NO. ID _____ - 2021

**RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD
APPROVING THE CONTRACT FOR THE TRANSPORTATION AND DISPOSAL OF
BIOSOLIDS TO SYNAGRO WEST, LLC AND AUTHORIZING CITY MANAGER TO
EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$70,000.00;
ACCOUNT NO. 710-4712-0319)**

WHEREAS, in accordance with Fort Bragg Municipal Code Section 3.22.050, informal bids for biosolids transportation and disposal services (the “Services”) were received; and

WHEREAS, two (2) bids were received, with the apparent low bid from Synagro West, LLC (“Synagro”) in the amount Not to Exceed \$70,000.00; and

WHEREAS, staff has confirmed that Synagro has the proper license, experience and meets the necessary requirements to complete the Services as bid; and

WHEREAS, the Services are funded by the Wastewater Enterprise Fund for the Transportation and Disposal of Biosolids, with appropriations included in the FY 2021 budget, Account No. 710-4712-0319; and

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

1. The Synagro bid meets the requirements of the Project bid requirements and is considered responsive.
2. Sufficient funds are available through the appropriations made in the Wastewater Enterprise Fund for the Transportation and Disposal of Biosolids to fully complete the project as bid.
3. Synagro has the proper licenses to complete the Project and based upon previous experience in completing similar projects, is a responsible bidder.

NOW, THEREFORE, BE IT RESOLVED that the District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby accept the bid of Synagro as the lowest responsive bid, awarding the contract for the transportation and disposal of biosolids to Synagro and authorizes the City Manager to execute the same (Amount Not to Exceed \$70,000.00; Account No. 710-4712-0319); and

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 26th day of April, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

BERNIE NORVELL
Chair

ATTEST:

June Lemos, CMC
District Clerk

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
SYNAGRO-WEST, INC.**

THIS AGREEMENT is made and entered into this ___ day of April, 2021 (“Effective Date”), by and between the FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT NO. 1, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and SYNAGRO WEST, LLC, a Maryland Corporation, 435 Williams Court, Suite 100, Baltimore, Maryland 21220 (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to haul City of Fort Bragg biosolids to a land application, 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 April 26, 2021 by Resolution No. [REDACTED] authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, to wit, a Unit Rate of **\$126.56 per ton**, for a total amount not to exceed **Seventy Thousand Dollars (\$70,000.00)**.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of work specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Work," an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. The City Manager may approve contract change orders not exceeding a total of 10% of the approved contract or up to the contingency amount whichever amount is less for any one project.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but not more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by **May 1, 2024**. 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 **August 1, 2024** 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) [SECTION REMOVED.]

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 Alden Ramos, Lead Treatment Plant Operator. 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 Simranpreet Kaur, Technical Services Manager, 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:
Simranpreet Kaur
Synagro West, LLC
3110 Gold Canal Drive, Suite E
Rancho Cordoca, CA 95670
Tel: 443-423-9165

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.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at

the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraph and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

CITY

CONSULTANT

By: _____
Tabatha Miller
Its: City/District Manager

By: _____
Lee Vernon
Its: Area Director

ATTEST:

By: _____
June Lemos, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney

EXHIBIT A



Materials Management Agreement

This Agreement made and entered into as of this ____ day of _____, 2021__ by and between Contractor and Customer.

C U S T O M E R	Customer Legal Name			
	Fort Bragg, City of			
	Street Address			
	City / Town	County	State	Zip Code
C O N T R A C T O R	Synagro Legal Name			
	Synagro West, LLC			
	Street Address 3110 Gold Canal Drive, Suite E			
	City / Town Rancho Cordova	State CA	Zip Code 95670	
T E R M	Commencement Date April 26, 2021		Expiration Date April 25, 2022	
	The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. Such notice must be delivered at least 30 days prior to the end of the then-current Term. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.			
B I L L I N G	Customer Contact Name		Telephone #	
	Street Number / P.O. Box		Fax #	
	Address		Contact Person	
			E-mail Address	
	City / State		Zip Code	
S I G N A T U R E S	FOR CUSTOMER:		Date	
	Signature			
	Name and Title			
	FOR CONTRACTOR:		Date	
	Signature			
	Name and Title			

SCOPE OF SERVICES AND PRICING APPENDIX

Scope of Service.

TRANSPORT AND LAND APPLY APPROXIMATELY 200 TONS OF STOCKPILED WASTEWATER TREATMENT BIOSOLIDS

Customer Materials.

Customer Materials shall consist of the following:

Dried and stockpiled biosolids

Method of Delivery of Customer Materials. The Customer Material shall be delivered to Contractor in the following manner:
Customer will load Synagro trucks with wheel loader

"Customer Facility(ies) " shall mean the following locations where Customer Material(s) are generated or stored:
1. Wastewater treatment facility located in Fort Bragg, CA

Contractor right to refuse loads. If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.

PRICE

The Agreement Price(s) shall be as follows:

RATE	QUANTITY	UNIT	SERVICE
\$126.56	200 (est)	Ton	Transport and dispose of biosolids cake 20% solids or greater-April 16 through October 14 of each contract year-quantity is estimate only, customer will be billed for actual tonnage removed
\$86.00	Indefinite	Ton	Short freight charge for any load that is less than 22 tons.

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: 21-179

Agenda Date: 4/26/2021

Version: 1

Status: Closed Session

In Control: City Council

File Type: Staff Report

Agenda Number: 9A.

CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6:
City Negotiator: Tabatha Miller, City Manager; Employee Organizations: Fort Bragg Police
Association; Confidential Non-Bargaining Classifications; Exempt At-Will Executive
Classifications; and Exempt Mid-Management Classifications