



# City of Fort Bragg

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

## Meeting Agenda City Council

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

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Monday, September 23, 2024

6:00 PM

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

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### COUNCILMEMBERS PLEASE TAKE NOTICE

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

### ZOOM WEBINAR INVITATION

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

*You are invited to a Zoom webinar.*

*When: Sep 23, 2024 06:00 PM Pacific Time (US and Canada)*

*Topic: City Council Meeting*

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

*<https://us06web.zoom.us/j/84303295916>*

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

*Webinar ID: 843 0329 5916*

*To speak during public comment portions of the agenda via zoom, please join the meeting and use the raise hand feature when the Mayor or Acting Mayor calls for public comment on the item you wish to address.*

### CLOSED SESSION REPORT

### AGENDA REVIEW

### 1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

**1A. [24-940](#)** Proclamation Banned Books Week

**Attachments:** [15-Banned Books](#)  
[Public Comment](#)

**1B. [24-952](#)** Presentation of Proclamation Recognizing September 23-27, 2024 as Stormwater Awareness Week

**Attachments:** [23-Stormwater Awareness Week](#)

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

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

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

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

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

**3. STAFF COMMENTS****4. MATTERS FROM COUNCILMEMBERS****5. CONSENT CALENDAR**

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

**5A. [24-953](#)** Adopt City Council Resolution Amending the City of Fort Bragg Conflict of Interest Code

**Attachments:** [Reso Amending Conflict of Interest Code 2024 with exhibits](#)  
[2024 Conflict of Interest Notice](#)

- 5B. [24-954](#) Adopt Joint City Council/Improvement District/Redevelopment Successor Agency Resolution Approving a Professional Services Agreement with JJACPA, Inc. for Auditing Services and Authorizing City/District Manager/Executive Director to Execute Same (Amount Not to Exceed \$51,200; Split Among the Agencies)
- Attachments:** [RESO JJACPA](#)  
[JJACPA, Inc. Contract](#)  
[JJACPA EX A-Signed Engagement Letter](#)
- 5C. [24-943](#) Adopt City Council Resolution Approving Budget Amendment No. 2024/25-02 for Fiscal Year 2024/25
- Attachments:** [Resolution Budget Amendment 2024-25-02](#)  
[EX. A Budget Amendment 2024-25-02](#)
- 5D. [24-926](#) Resolution of the Fort Bragg City Council Confirming the Pay Rates and Ranges for All City of Fort Bragg Established Classifications Effective July 14, 2024
- Attachments:** [RESO XXXX - All Inclusive - July 14, 2024 Master Salary Schedule.docx](#)  
[Exhibit A](#)
- 5E. [24-925](#) Resolution of the Fort Bragg City Council Confirming the Pay Rates and Ranges for All City of Fort Bragg Established Classifications Effective July 1, 2024
- Attachments:** [RESO XXXX - All Inclusive - July 1, 2024 Master Salary Schedule.docx](#)  
[Exhibit A](#)
- 5F. [24-927](#) Resolution of the Fort Bragg City Council Confirming the Pay Rates and Ranges for All City of Fort Bragg Established Classifications Effective August 1, 2024
- Attachments:** [RESO XXXX - All Inclusive - Aug 1, 2024 Master Salary Schedule.docx](#)  
[Exhibit A](#)
- 5G. [24-956](#) Receive and Approve Workplace Violence Prevention Program and Authorize City Manager to Update and Administer
- Attachments:** [CFB Wrkplace Violence Prevention Plan 2024 FINAL](#)
- 5H. [24-945](#) Approve Minutes of August 12, 2024
- Attachments:** [CC2024-08-12 City Council](#)
- 5I. [24-944](#) Approve Minutes of City Council Special Closed Session of September 9, 2024
- Attachments:** [CC2024-09-09 Special Closed Session](#)

- 5J. [24-946](#) Approve Minutes of September 9, 2024

**Attachments:** [CC2024-09-09 City Council](#)

## **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. [24-920](#) Receive Presentation of Preliminary Conceptual Designs for the Noyo Center Ocean Science Center & Provide Direction on Proposed Property Swap

**Attachments:** [Noyo Center Property Swap-Background](#)  
[Economic Impacts - Elevativ Noyo Ocean Science Ctr Report 25JUL24 v2](#)  
[Public Comment](#)  
[Public Comment](#)  
[Public Comment](#)

- 8B. [24-951](#) Receive Report and Consider Adoption of City Council Resolution Approving Emergency Repair of a Stormdrain Line on North McPherson Street and Authorizing the City Manager to Execute the Contracts to Effect the Repairs and Finding the Project Exempt under CEQA 15301(b), 15301(d), and 15302(c)

**Attachments:** [09232024 Emergency Stormdrain Repair](#)  
[Att 1 - RESO ER Stormdrain Repair](#)

- 8C. [24-959](#) Receive Update on Municipal Broadband Project and Provide Staff Direction on the Use of American Rescue Plan Act (ARPA) Funding

**Attachments:** [09232024 Broadband ARPA Update](#)

## **9. CLOSED SESSION**

## **ADJOURNMENT**

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

**NEXT REGULAR CITY COUNCIL MEETING:  
6:00 P.M., TUESDAY, OCTOBER 15, 2024**

STATE OF CALIFORNIA     )  
  )ss.  
COUNTY OF MENDOCINO    )

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on September 20, 2024.

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Diana Sanchez  
City Clerk

**NOTICE TO THE PUBLIC:**

**DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:**

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

**ADA NOTICE AND HEARING IMPAIRED PROVISIONS:**

*It is the policy of the City of Fort Bragg to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities.*

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

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



# City of Fort Bragg

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## Text File

File Number: 24-940

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**Agenda Date:** 9/23/2024

**Version:** 1

**Status:** Mayor's Office

**In Control:** City Council

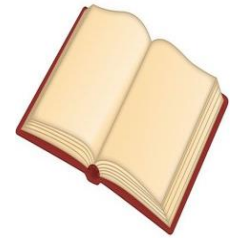
**File Type:** Proclamation

**Agenda Number:** 1A.

Proclamation Banned Books Week



**PROCLAMATION**  
**BANNED BOOKS WEEK**



Week of September 22-28, 2024

**WHEREAS**, the freedom to read is essential to our democracy, and reading is among our greatest freedoms; and

**WHEREAS**, privacy is essential to the exercise of that freedom, and the right to privacy is the right to open inquiry without having the subject of one's interest examined or scrutinized by others; and

**WHEREAS**, some individuals, groups, and public authorities work to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries of materials reflecting the diversity of society; and

**WHEREAS**, both governmental intimidation and the fear of censorship cause authors who seek to avoid controversy to practice self-censorship, thus limiting our access to new ideas; and

**WHEREAS**, every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of American society and leaves it less able to deal with controversy and difference; and

**WHEREAS**, Americans still favor free enterprise in ideas and expression, and can be trusted to exercise critical judgment, to recognize propaganda and misinformation, and to make their own decisions about what they read and believe, and to exercise the responsibilities that accompany this freedom; and

**WHEREAS**, intellectual freedom is essential to the preservation of a free society and a creative culture; and

**WHEREAS**, conformity limits the range and variety of inquiry and expression on which our democracy and our culture depend; and

**WHEREAS**, the American Library Association's Banned Books Week: Celebrating the Freedom to Read is observed during the last week of September each year as a reminder to Americans not to take their precious freedom for granted; and

**WHEREAS**, Banned Books Week celebrates the freedom to choose or the freedom to express one's opinion even if that opinion might be considered unorthodox or unpopular and stresses the importance of ensuring the availability of those unorthodox or unpopular viewpoints to all who wish to read them; now, therefore, be it

**NOW, THEREFORE, I, Bernie Norvell**, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby proclaim the week of September 22-28 as Banned Books Week.

SIGNED this 23rd day of September 2024

**ATTEST:**

\_\_\_\_\_  
**BERNIE NORVELL, Mayor**

\_\_\_\_\_  
**DIANA SANCHEZ, City Clerk**



**From:** [Paul Clark](#)  
**To:** [Sanchez, Diana](#)  
**Subject:** City Council Item 1 A  
**Date:** Monday, September 23, 2024 7:53:20 AM

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**Banned books week proclamation. Is there also a banned posts week for the internet? All the legitimate information suppressed on covid comes to mind. Facebook, and others today suppressing political viewpoints. Hope the council will stay away from anything not directly related to the city of Fort Bragg. This going down rabbit holes is a waste of city staff and council time.**

Paul Clark





# City of Fort Bragg

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## Text File

File Number: 24-952

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**Agenda Date:** 9/23/2024

**Version:** 1

**Status:** Mayor's Office

**In Control:** City Council

**File Type:** Proclamation

**Agenda Number:** 1B.

Presentation of Proclamation Recognizing September 23-27, 2024 as Stormwater Awareness Week



**PROCLAMATION**  
**RECOGNIZING**  
**"STORMWATER AWARENESS WEEK"**  
**SEPTEMBER 23-27, 2024**



**WHEREAS**, the City of Fort Bragg is committed to maintaining the health and sustainability of our environment for current and future generations; and

**WHEREAS**, effective stormwater management is crucial to protecting our natural resources, minimizing pollution, and ensuring the safety and well-being of our community; and

**WHEREAS**, the National Pollutant Discharge Elimination System (NPDES) is a vital program under the Clean Water Act, designed to regulate and manage stormwater discharges to improve water quality and reduce pollution; and

**WHEREAS**, public awareness and education about stormwater management and NPDES regulations play a critical role in the success of these efforts, empowering residents to take proactive steps in reducing runoff and protecting our waterways; and

**WHEREAS**, the City of Fort Bragg recognizes the importance of fostering a well-informed community that understands the impact of stormwater practices and the significance of NPDES compliance in maintaining clean and healthy water systems; and

**WHEREAS**, through collaborative efforts, community engagement, and educational initiatives, we can collectively contribute to a more sustainable environment and enhance the quality of life within our city.

**Now, Therefore, I, Bernie Norvell**, Mayor of the City of Fort Bragg, do hereby proclaim the week of September 23, 2024, as **Stormwater Education and NPDES Awareness Week** and encourage all residents, businesses, and organizations to participate in educational programs, workshops, and activities aimed at increasing awareness of stormwater management and the importance of NPDES regulations. Together, let us work towards a cleaner, healthier, and more sustainable future for our city and our environment.

**SIGNED** this 23<sup>rd</sup> day of September, 2024

\_\_\_\_\_  
**BERNIE NORVELL, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Diana Sanchez, City Clerk**

No. 23-2024



# City of Fort Bragg

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## Text File

File Number: 24-953

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**Agenda Date:** 9/23/2024

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5A.

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

**RESOLUTION NO. \_\_\_\_-2024**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
AMENDING THE CITY OF FORT BRAGG CONFLICT OF INTEREST CODE**

**WHEREAS**, the City Council of the City of Fort Bragg adopted a Conflict of Interest Code on August 23, 1976 (Resolution 663-76) in accordance with the requirements of State Law, Title 2, Division 6, California Code of Regulations, Regulations of the Fair Political Practices Commission (FPPC); and

**WHEREAS**, the City Council is charged with reviewing the Conflict of Interest Code, adopting amendments and verifying the List of Designated Positions to which the Code applies; and

**WHEREAS**, the City Council has amended said Conflict of Interest Code from time to time since that date, most recently by Resolution 4842-2024 on September 9, 2024; and

**WHEREAS**, it has been determined that the Conflict of Interest must be amended to include new positions; and

**WHEREAS**, consistent with FPPC regulations, it is the desire of the City Council to incorporate by reference the terms of Title 2, Section 18730 of the California Code of Regulations (Exhibit "A"), in substitution for the terms of the Conflict of Interest Code already in effect; and

**WHEREAS**, further consistent with FPPC regulations, it is the desire of the City Council to amend the City's existing Conflict of Interest Code Exhibit "B" (Designated Employees and Disclosure Obligations for the City of Fort Bragg).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby incorporate by this reference the terms of Title 2, Section 18730 of the California Code of Regulations as set forth in Exhibit "A" and hereby amends the existing Exhibit "B" (Designated Employees and Disclosure Obligations for the City of Fort Bragg).

**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 23th day of September 2024, by the following vote:**

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

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**BERNIE NORVELL**  
Mayor

**ATTEST:**

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**Diana Sanchez**  
City Clerk

## EXHIBIT "A"

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

### § 18730. Provisions of Conflict of Interest Codes.

- (a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.
- (b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix (Exhibit "B") are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

- (A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;
- (B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.<sup>1</sup>

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.<sup>2</sup>

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

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<sup>1</sup> Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

<sup>2</sup> See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements.

Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.



(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure. When an investment or an interest in real property<sup>3</sup> is required to be reported,<sup>4</sup> the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,<sup>5</sup> the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,<sup>6</sup> the statement shall contain:

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<sup>3</sup> For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

<sup>4</sup> Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

<sup>5</sup> A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

<sup>6</sup> Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) **Business Position Disclosure.** When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) **Acquisition or Disposal During Reporting Period.** In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$520.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$520 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan

from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

- (B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.
- (C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.
- (D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.
- (E) This section shall not apply to the following:
1. Loans made to the campaign committee of an elected officer or candidate for elective office.
  2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
  3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
  4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

- (A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan

agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
  - a. The date the loan was made.
  - b. The date the last payment of \$100 or more was made on the loan.
  - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

- (A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;
- (B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;
- (C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;
- (D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- (E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

- (A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or
- (B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

- (10) Section 10. Disclosure of Disqualifying Interest.  
When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.
- (11) Section 11. Assistance of the Commission and Counsel.  
Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.
- (12) Section 12. Violations.  
This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

**EXHIBIT "B"**

**DESIGNATED EMPLOYEES AND DISCLOSURE OBLIGATIONS  
FOR THE CITY OF FORT BRAGG**

Designated Employees Listed in Government Code Section 87200:

- City Attorney
- City Councilmembers
- City Manager
- Finance Director / City Treasurer
- Planning Commissioners

Other Designated Employees:

- Assistant City Attorney
- Assistant City Manager
- Assistant Director – Engineering Division
- Assistant Finance Director
- Chief of Police
- City Clerk
- Community Development Director
- Construction Project Manager
- Consultants<sup>1</sup>
- Human Resources Manager
- Operations Manager
- Police Captain
- Public Works Director
- Senior Government Accountant
- Senior Planner

Obligations:

All designated employees listed above must disclose:

- Investments
- Interests in real property
- Interests in real property held by a trust or business entity
- Investments held by a trust or business entity
- Income, including loans received, gifts, and honoraria
- Commission income received by brokers, agents and salespersons
- Income and loans to business entities or trusts
- Income from rental property
- Interest in business property
- Business positions

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<sup>1</sup> New positions and consultants, pursuant to FPPC Reg. § 18734, must be included in the list of designated employees upon determination of the City Manager that the new position or consultant effectively is acting as a designated employee. Such new positions and consultants must disclose pursuant to the broadest disclosure in the Code unless the City Manager determines that the broadest disclosure is not necessary and sets disclosure that is more tailored to positions with a limited range of duties. The City Manager's determination must be in writing, and must show that a particular new position or consultant hired for a "designated position" is performing a range of duties sufficient in scope that the consultant or new employee effectively is acting as a designated employee, and therefore must fully comply with the disclosure requirements described in this Section. This determination shall include a description of the position's duties and, based upon that description, a statement of the extent of disclosure requirements. Broadest disclosure shall be defined as Disclosure Categories 1 and 2. The City Manager's determination is a public record and must be retained for public inspection by the City Clerk in the same manner and location as this Conflict of Interest Code.

# 2024 Local Agency Biennial Notice

Name of Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

Email: \_\_\_\_\_ Alternate Email: \_\_\_\_\_

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

**An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) \_\_\_\_\_

**The code is currently under review by the code reviewing body.**

**No amendment is required.** (If your code is over five years old, amendments may be necessary.)

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## Verification (to be completed if no amendment is required)

*This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

\_\_\_\_\_  
*Signature of Chief Executive Officer*

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

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

*City of Fort Bragg, 416 N. Franklin St., Fort Bragg, CA 95437*

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**





# City of Fort Bragg

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

## Text File

File Number: 24-954

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**Agenda Date:** 9/23/2024

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5B.

Adopt Joint City Council/Improvement District/Redevelopment Successor Agency Resolution Approving a Professional Services Agreement with JJACPA, Inc. for Auditing Services and Authorizing City/District Manager/Executive Director to Execute Same (Amount Not to Exceed \$51,200; Split Among the Agencies)

**RESOLUTION NO. \_\_\_\_-2024**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL**

and

**RESOLUTION NO. ID \_\_\_\_-2024**

**RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD**

and

**RESOLUTION NO. RS \_\_-2024**

**RESOLUTION OF THE FORT BRAGG REDEVELOPMENT SUCCESSOR AGENCY**

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JJACPA, INC. FOR FISCAL YEAR 2023/24 AUDITING SERVICES AND AUTHORIZING CITY/DISTRICT MANAGER/EXECUTIVE DIRECTOR TO EXECUTE SAME (AMOUNT NOT TO EXCEED \$51,200; SPLIT AMONG THE AGENCIES)**

**WHEREAS**, the City of Fort Bragg, Fort Bragg Redevelopment Successor Agency, Fort Bragg Municipal Improvement District No. 1, and C.V. Starr Community and Aquatic Center (collectively “the City”) maintain financial information which is reported in year-end financial statements which must be filed with the State of California, bond rating agencies, and various regulatory oversight bodies all of whom require that the statements be audited by independent certified public accountants; and

**WHEREAS**, the City has engaged JJACPA, Inc. to provide auditing services since 2015; and

**WHEREAS**, A Professional Services Agreement is proposed to engage JJACPA, Inc. to audit the fiscal year ending June 30, 2024; and

**WHEREAS**, total annual costs pursuant to the Professional Services Agreement are \$51,200; and

**WHEREAS**, based on all the evidence presented, the City Council/District Board/ Agency Board finds as follows:

1. JJACPA, Inc. is licensed with the California Board of Accountancy, with a clear license status, and has no disciplinary actions or license restrictions.
2. JJACPA, Inc. is qualified, based on previous experience as noted in their proposal and based on their history of providing services to the City.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1/ and Agency Board of the Fort Bragg Redevelopment Successor Agency do hereby approve a Professional Services Agreement with JJACPA, Inc. for Fiscal Year 2023/24 auditing services and authorizes the City/District Manager/Executive Director to execute same (amount not to exceed \$51,200 split among the agencies).

The above and foregoing Resolution was introduced by \_\_\_\_\_, seconded by \_\_\_\_\_ and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1/Agency Board of the Fort Bragg Redevelopment Successor Agency held on the 23th day of September 2024, by the following vote:

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

---

**BERNIE NORVELL**  
Mayor/Chair

**ATTEST:**

---

**Diana Sanchez**  
City/District Clerk/Agency Secretary

**CITY OF FORT BRAGG  
PROFESSIONAL SERVICES AGREEMENT  
WITH JJACPA, INC**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of September 2024 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and JJACPA, INC., a California Corporation, 7080 Donlon Way, Suite 204, Dublin, California 94568 (“Consultant”).

**W I T N E S S E T H :**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide financial auditing services for the City of Fort Bragg, Fort Bragg Redevelopment Successor Agency, Fort Bragg Municipal Improvement District No. 1, and C.V. Starr Community and Aquatic Center 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

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

E. WHEREAS, the legislative body of the City on September 23, 2024 by Resolution No. \_\_\_\_\_ authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

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

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

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

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

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

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant's total compensation shall not exceed **Fifty One Thousand Two Hundred Dollars (\$ 51,200.00)**.

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 **June 30, 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. 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 **June 30, 2025** 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.

## 5.0. INSURANCE

- 5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain,



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

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

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

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

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

section.

- (d) Professional errors and omissions (“E&O”) liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Architects’ and engineers’ coverage shall be endorsed to include contractual liability. If the policy is written as a “claims made” policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the City nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant’s sole cost and expense."
- (c) Other insurance: "The Consultant’s insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers,

officials, agents, employees, and volunteers.

- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as **Exhibit B** and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be **Brett Jones, CPA**. 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 **Isaac Whippy, Finance Director**, as it's 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:  
Joseph Arch, President  
JJACPA, Inc.  
7080 Donlon Way, Suite 204  
Dublin, CA 94568-2787  
Tel: (925) 556-6200  
Fax: (707) 232-6226

IF TO CITY:  
City Clerk  
City of Fort Bragg 416 N. Franklin St.  
Fort Bragg, CA 95437  
Tel: (707) 961-2823

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. 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 Consultant. 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. 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.

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: \_\_\_\_\_  
Isaac Whippy  
Its: City Manager

By: \_\_\_\_\_  
Joseph Arch, CPA  
Its: President



ATTEST:

By: \_\_\_\_\_  
Diana Sanchez  
City Clerk

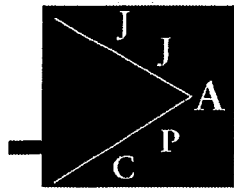
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Baron J. Bettenhausen  
City Attorney

**EXHIBIT A**

**CONSULTANT'S PROPOSAL**  
(Scope of Work, Fee Schedule and Time Table)

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# JJACPA, Inc.

A Professional Accounting Services Corp.

June 19, 2024

Isaac Whippy  
City Manager  
City of Fort Bragg,  
416 North Franklin Street  
Fort Bragg, CA 95437

Dear Isaac:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information and the budgetary comparison information of the City of Fort Bragg, California (City) as of June 30, 2024 and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in Net OPEB Liability and Related Ratios
- Schedule of Employer Contributions - OPEB
- Schedule of Contributions – Net Pension Liability
- Schedule of the City's Share of the Net Pension Liability

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual nonmajor fund financial statements

## Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section
- Statistical Section

## Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

## Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

### **Audit of Major Program Compliance**

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
8. For following up and taking corrective action on reported audit findings from prior periods and preparing a

- summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
  10. For submitting the reporting package and data collection form to the appropriate parties;
  11. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
  12. To provide us with:
    - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
    - b. Additional information that we may request from management for the purpose of the audit; and
    - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
  13. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
  14. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

**Fees and Timing**

The timing of our audit will be scheduled for performance and completion as follows:

	<i>Begin</i>	<i>Complete</i>
Document internal control and preliminary tests	8/19/2024	8/23/2024
Mail confirmations	8/19/2024	8/23/2024
Delivery of Trial Balance	11/11/2024	11/11/2024
Perform year-end audit procedures	11/18/2024	11/22/2024
Issue audit reports	12/20/2024	12/20/2024

Joseph J. Arch is the engagement partner for the audit services specified in this letter. His responsibilities include supervising JJACPA's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$51,200. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We will provide the City with the following nonattest services:

- Prepare the State Controller's Financial Transactions Report based on information that is provided by, and is the responsibility of, management.
- Prepare the Annual Comprehensive Financial Report based on information in the trial balance and other relevant information that is provided by, and is the responsibility of, management.

With respect to any nonattest services we perform, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

This agreement shall be governed by the laws of the State of California. If a dispute arises out of the audit engagement described herein and if the dispute cannot be settled through negotiations, the parties agree first to try in good faith to settle the dispute by mediation using an agreed upon mediator. If the parties are unable to agree on a mediator, the parties shall petition the state court that would have jurisdiction over this matter and request the appointment of a mediator, and such appointment shall be binding on the parties. Each party shall be responsible for its own mediation expenses and shall share equally in the mediator's fees and expenses.

#### **Other Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of JJACPA and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U. S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of JJACPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.



At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*JJACPA, Inc.*

JJACPA, Inc.  
7080 Donlon Way, Suite #204  
Dublin, CA 94566

\*\*\*\*\*

RESPONSE:

This letter correctly sets forth our understanding.

City of Fort Bragg

Acknowledged and agreed on behalf of City of Fort Bragg by:

Name: Isaac Whippy

Title: City Manager

Date: 8/12/24



# City of Fort Bragg

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

## Text File

**File Number: 24-943**

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**Agenda Date:** 9/23/2024

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5C.

Adopt City Council Resolution Approving Budget Amendment No. 2024/25-02 for Fiscal Year 2024/25

**RESOLUTION NO. \_\_\_\_-2024**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING BUDGET AMENDMENT NO. 2024/25-02 FOR FISCAL YEAR 2024/25**

**WHEREAS**, in June 2024, the City of Fort Bragg partnered with Kai Poma for joint preparation of a T-Mobile Hometown Grant; and

**WHEREAS**, the City was notified on August 15, 2024, that the submission was successful, winning \$50,000; and

**WHEREAS**, in September 2024, the City will receive funds from T-Mobile in the amount of \$50,000, which will cover a portion of improvements at the former Fort Building to revitalize the space for use as the Tribal Learning Center; and

**WHEREAS**, in the FY 2024/25 budget, funding for the Raw Water Reservoirs Project in the amount of \$1,400,000 was unidentified in the capital improvement program when the budget was adopted; and

**WHEREAS** as of June 30, 2023, the available balance from the water capacity fees is \$670,789; and

**WHEREAS**, there are available funds in the Water Enterprise Fund to cover the remaining difference of the project costs associated with design and environmental work for the project; and

**WHEREAS**, the attached Exhibit A details the proposed amendments of funds for the Tribal Learning Center and the Reservoir projects; and

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

1. The adjustments to the FY 2024-25 Budget have been identified and are necessary, as shown in Exhibit A.
2. The grant funds will be deposited with the City.
4. There are sufficient funds available in the Water Capacity and Water Enterprise fund to cover the FY 24/25 adopted budget.
5. The foregoing recitals are true and correct and are made a part of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby amend the previously adopted FY 2024-25 Budget to incorporate the changes enumerated in Exhibit A, and authorize the City Manager to execute the amendment.

The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23<sup>rd</sup> day of September 2024, by the following vote:

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

---

**BERNIE NORVELL**  
Mayor

**ATTEST:**

---

**Diana Sanchez**  
City Clerk

**BUDGET FY 24/25**

Budget Adjustment #: **2024/25-02**

Budget FY: **FY 2024/25**

Account Description	Account #			FY 24/25	Increase (+)	Decrease (-)	Revised Total	Description
				Current Budget	Budget Amt	Budget Amt	Budget Amt	
Grant: T-Mobile	332	5067	0636		\$ 50,000		\$ 50,000	Grant Funds for Tribal Learning Center
CIP Raw Water Reservoir	651	6135	0731		\$ 1,400,000		\$ 1,400,000	Raw Water Reservoir Project
					\$ 1,450,000	\$ -	\$ 1,450,000	

<b>Reason for Amendment:</b>	RESOLUTION # : <b>XXXX-2024</b>
	<b>Include funds from T-Mobile grant to Tribal Learning Center project budget</b>
	<b>Identify funding for the Raw Water Reservoir project from Capacity Fees and Water Enterprise Fund</b>
<b>Authorization:</b>	<b>Signature:</b> _____ <b>Date:</b> _____
Requested By: _____	Emily Reno
Approval: _____	Isaac Whippy
Finance Use: _____	Adriana Hernandez Moreno
<b>Attach copies of Resolution or other documentation</b>	



# City of Fort Bragg

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

## Text File

**File Number: 24-926**

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**Agenda Date:** 9/23/2024

**Version:** 2

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5D.

Resolution of the Fort Bragg City Council Confirming the Pay Rates and Ranges for All City of Fort Bragg Established Classifications Effective July 14, 2024

Approval of this Resolution confirms the pay rates and ranges for all of City of Fort Bragg's established classification as of July 14, 2024.

**RESOLUTION NO. \_\_\_\_-2024**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL CONFIRMING THE PAY RATES AND RANGES FOR ALL CITY OF FORT BRAGG ESTABLISHED CLASSIFICATIONS EFFECTIVE JULY 14, 2024**

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

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

**WHEREAS**, the Fort Bragg City Council approved the Memorandum of Understanding between the City of Fort Bragg and the Fort Bragg Police Association (FBPA) 2024-2028 that authorized a 4% cost of living adjustment effective July 1, 2024, during the August 12, 2024, City Council meeting; and

**WHEREAS**, the Fort Bragg City Council approved the 2% cost of living adjustment for the Fort Bragg Employee Organization bargaining unit and Confidential/Non-Bargaining and Mid-Management employee groups approved during the June 24, 2024, City Council meeting that was effective July 14, 2024; and

**WHEREAS**, the Fort Bragg City Council approved the results of the Ordinance 672 salary survey and provided authorization to implement the resulting salary adjustments with an effective date of July 1, 2024, during the September 9, 2024, City Council meeting; and

**WHEREAS**, the California Public Employees' Retirement System requires the City to have a publicly adopted and posted salary schedule, and it is best practice to have all the recent changes effective on July 14, 2024, on one master salary schedule; and

**WHEREAS**, the full salary schedule is allocated in the FY 2024/25 budget;

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

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

1. Adopt the City of Fort Bragg Master Salary Rate Compensation Plan as presented in "Exhibit A".

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Fort Bragg does hereby amend the City of Fort Bragg Master Salary Rate Compensation Plan as presented in "Exhibit A" effective July 14, 2024.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23<sup>rd</sup> day of September 2024, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**



**ABSTAIN:  
RECUSED:**

---

**BERNIE NORVELL**  
Mayor

**ATTEST:**

---

**Diana Sanchez**  
City Clerk

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 14, 2024  
 Confirms Salary Rate/Ranges for All City of Fort Bragg classifications  
 Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Administrative Analyst (Confidential; Non-Bargaining)</b>								
Hourly				27.78	29.17	30.63	32.16	33.77
Bi-Weekly				2,222.78	2,333.60	2,450.40	2,572.80	2,701.60
Monthly				4,816.03	5,056.13	5,309.20	5,574.40	5,853.47
Annual				57,792.38	60,673.60	63,710.40	66,892.80	70,241.60
<b>Administrative Analyst - Police (Confidential; Non-Bargaining)</b>								
Hourly				27.78	29.17	30.63	32.16	33.77
Bi-Weekly				2,222.78	2,333.60	2,450.40	2,572.80	2,701.60
Monthly				4,816.03	5,056.13	5,309.20	5,574.40	5,853.47
Annual				57,792.38	60,673.60	63,710.40	66,892.80	70,241.60
<b>Administrative Assistant - Administration (Confidential; Non-Bargaining)</b>								
Hourly				25.61	26.89	28.23	29.64	31.12
Bi-Weekly				2,048.98	2,151.20	2,258.40	2,371.20	2,489.60
Monthly				4,439.45	4,660.93	4,893.20	5,137.60	5,394.13
Annual				53,273.38	55,931.20	58,718.40	61,651.20	64,729.60
<b>Administrative Assistant - Non-Confidential (FBEO)</b>								
Hourly				25.61	26.89	28.23	29.64	31.12
Bi-Weekly				2,048.98	2,151.20	2,258.40	2,371.20	2,489.60
Monthly				4,439.45	4,660.93	4,893.20	5,137.60	5,394.13
Annual				53,273.38	55,931.20	58,718.40	61,651.20	64,729.60
<b>Administrative Assistant (CV Starr; Non-Bargaining)</b>								
Hourly				18.19	19.10	20.05	21.06	22.11
Bi-Weekly				1,455.20	1,527.96	1,604.36	1,684.58	1,768.80
Monthly				3,153.08	3,310.58	3,476.11	3,649.91	3,832.41
Annual				37,837.00	39,726.96	41,713.31	43,798.97	45,988.92
<b>Administrative Assistant I -Part time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				18.00				
<b>Administrative Assistant II -Part time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				20.00				
<b>Administrative Assistant III -Part time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				22.00				
<b>Administrative Coordinator (CV Starr; Non-Bargaining)</b>								
Hourly				21.53	22.61	23.74	24.92	26.17
Bi-Weekly				1,722.40	1,808.52	1,898.95	1,993.89	2,093.59
Monthly				3,731.87	3,918.46	4,113.43	4,320.10	4,536.11
Annual				44,782.40	47,021.52	49,361.13	51,841.23	54,433.29

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 14, 2024  
 Confirms Salary Rate/Ranges for All City of Fort Bragg classifications  
 Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)</b>								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
<b>Assistant City Engineer (FBEO)</b>								
Hourly				34.58	36.31	38.13	40.04	42.04
Bi-Weekly				2,766.24	2,904.80	3,050.40	3,203.20	3,363.20
Monthly				5,993.52	6,293.73	6,609.20	6,940.27	7,286.93
Annual				71,922.24	75,524.80	79,310.40	83,283.20	87,443.20
<b>Assistant City Manager (Executive; At-Will)</b>								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
<b>Assistant Finance Director (Mid-Management; Non-Bargaining)</b>								
Hourly				41.01	43.06	45.21	47.47	49.84
Bi-Weekly				3,281.14	3,444.80	3,616.80	3,797.60	3,987.20
Monthly				7,109.13	7,463.73	7,836.40	8,228.13	8,638.93
Annual				85,309.54	89,564.80	94,036.80	98,737.60	103,667.20
<b>Assistant Planner (FBEO)</b>								
Hourly				32.95	34.59	36.32	38.14	40.05
Bi-Weekly				2,635.68	2,767.20	2,905.60	3,051.20	3,204.00
Monthly				5,710.64	5,995.60	6,295.47	6,610.93	6,942.00
Annual				68,527.68	71,947.20	75,545.60	79,331.20	83,304.00
<b>Assistant Planner/Code Enforcement, Part-Time (Less than 1,000 hours; Non-Bargaining)</b>								
				36.32				
<b>Associate Planner (FBEO)</b>								
Hourly				34.12	35.82	37.61	39.49	41.46
Bi-Weekly				2,729.52	2,865.60	3,008.80	3,159.20	3,316.80
Monthly				5,913.96	6,208.80	6,519.07	6,844.93	7,186.40
Annual				70,967.52	74,505.60	78,228.80	82,139.20	86,236.80
<b>Audiovisual Technician, Part-Time (Less than 1,000 hours; Non-Bargaining)</b>								
				27.54				
<b>City Clerk (Mid-Management; Non-Bargaining)</b>								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 14, 2024  
 Confirms Salary Rate/Ranges for All City of Fort Bragg classifications  
 Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>City Councilmember (Elected)</b>								
Hourly								
Bi-Weekly				235.38				
Monthly				510.00				
Annual				6,120.00	Plus \$100/mo for Special District Meeting			
<b>City Manager (Executive; At Will; Contract)</b>								
Hourly				85.58				
Bi-Weekly				6,846.40				
Monthly				14,833.87				
Annual				178,006.40				
<b>Code Enforcement Officer (FBEO)</b>								
Hourly				32.95	34.59	36.32	38.14	40.05
Bi-Weekly				2,635.68	2,767.20	2,905.60	3,051.20	3,204.00
Monthly				5,710.64	5,995.60	6,295.47	6,610.93	6,942.00
Annual				68,527.68	71,947.20	75,545.60	79,331.20	83,304.00
<b>Community Services Officer (FBPA)</b>								
Hourly				25.40	26.67	28.00	29.40	30.87
Bi-Weekly				2,031.90	2,133.60	2,240.00	2,352.00	2,469.60
Monthly				4,402.44	4,622.80	4,853.33	5,096.00	5,350.80
Annual				52,829.27	55,473.60	58,240.00	61,152.00	64,209.60
<b>Construction Project Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				44.10	46.31	48.63	51.06	53.61
Bi-Weekly				3,528.38	3,704.80	3,890.40	4,084.80	4,288.80
Monthly				7,644.83	8,027.07	8,429.20	8,850.40	9,292.40
Annual				91,737.98	96,324.80	101,150.40	106,204.80	111,508.80
<b>Construction Project Manager (Temporary, Part-time, At-Will)</b>								
Hourly				44.10	46.31	48.63	51.06	53.61
<b>Custodian I - CV Starr (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				20.00				
<b>Custodian II - CV Starr (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)</b>								
				22.00				
<b>Custodian III - CV Starr (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)</b>								
				24.00				
<b>CV Starr Manager (Mid-Management, Non-Bargaining)</b>								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 14, 2024  
 Confirms Salary Rate/Ranges for All City of Fort Bragg classifications  
 Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Director - Community Development Department (Executive; At Will)</b>								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
<b>Director - Finance/City Treasurer (Executive; At-Will)</b>								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
<b>Director of Public Works (Executive; At Will)</b>								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
<b>Economic Development Manager</b>								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
<b>Engineering Technician (FBEO)</b>								
Hourly				31.37	32.93	34.58	36.31	38.13
Bi-Weekly				2,509.20	2,634.40	2,766.40	2,904.80	3,050.40
Monthly				5,436.60	5,707.87	5,993.87	6,293.73	6,609.20
Annual				65,239.20	68,494.40	71,926.40	75,524.80	79,310.40
<b>Environmental Compliance Coordinator (FBEO)</b>								
Hourly				36.28	38.10	40.01	42.01	44.11
Bi-Weekly				2,902.51	3,048.00	3,200.80	3,360.80	3,528.80
Monthly				6,288.78	6,604.00	6,935.07	7,281.73	7,645.73
Annual				75,465.31	79,248.00	83,220.80	87,380.80	91,748.80
<b>Finance Technician I (FBEO)</b>								
Hourly				23.08	24.24	25.45	26.72	28.06
Bi-Weekly				1,846.61	1,939.20	2,036.00	2,137.60	2,244.80
Monthly				4,000.98	4,201.60	4,411.33	4,631.47	4,863.73
Annual				48,011.81	50,419.20	52,936.00	55,577.60	58,364.80
<b>Finance Technician II (FBEO)</b>								
Hourly				25.46	26.73	28.07	29.47	30.94
Bi-Weekly				2,036.74	2,138.40	2,245.60	2,357.60	2,475.20
Monthly				4,412.93	4,633.20	4,865.47	5,108.13	5,362.93
Annual				52,955.14	55,598.40	58,385.60	61,297.60	64,355.20

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 14, 2024  
 Confirms Salary Rate/Ranges for All City of Fort Bragg classifications  
 Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments

	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Finance Technician III (FBE0)</b>					
Hourly	28.06	29.46	30.93	32.48	34.10
Bi-Weekly	2,244.82	2,356.80	2,474.40	2,598.40	2,728.00
Monthly	4,863.77	5,106.40	5,361.20	5,629.87	5,910.67
Annual	58,365.22	61,276.80	64,334.40	67,558.40	70,928.00
<b>Fitness Equipment Technician (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)</b>					
Hourly	25.00				
<b>Fitness Instructor I - CV Starr (CV Starr; Part-Time, 1000 Max Annual Hours, Non-Bargaining)</b>					
	30.00				
<b>Fitness Instructor II - CV Starr (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)</b>					
Hourly	32.00				
<b>Government Accountant I (FBE0)</b>					
Hourly	30.93	32.47	34.09	35.79	37.58
Bi-Weekly	2,474.11	2,597.60	2,727.20	2,863.20	3,006.40
Monthly	5,360.58	5,628.13	5,908.93	6,203.60	6,513.87
Annual	64,326.91	67,537.60	70,907.20	74,443.20	78,166.40
<b>Grants Coordinator (FBE0, Grant Funded)</b>					
Hourly	30.93	32.47	34.09	35.79	37.58
Bi-Weekly	2,474.11	2,597.60	2,727.20	2,863.20	3,006.40
Monthly	5,360.58	5,628.13	5,908.93	6,203.60	6,513.87
Annual	64,326.91	67,537.60	70,907.20	74,443.20	78,166.40
<b>Head Lifeguard (CV Starr; Non-Bargaining)</b>					
Hourly	20.40	21.42	22.49	23.62	24.80
Bi-Weekly	1,632.00	1,713.60	1,799.28	1,889.24	1,983.71
Monthly	3,536.00	3,712.80	3,898.44	4,093.36	4,298.03
Annual	42,432.00	44,553.60	46,781.28	49,120.34	51,576.36
<b>Housing and Economic Development Coordinator (Confidential; Non-Bargaining)</b>					
Hourly	34.60	36.33	38.15	40.06	42.06
Bi-Weekly	2,767.87	2,906.40	3,052.00	3,204.80	3,364.80
Monthly	5,997.06	6,297.20	6,612.67	6,943.73	7,290.40
Annual	71,964.67	75,566.40	79,352.00	83,324.80	87,484.80
<b>Human Resources Manager (Mid-Management; Non-Bargaining)</b>					
Hourly	37.91	39.81	41.80	43.89	46.08
Bi-Weekly	3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly	6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual	78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
<b>Intern (Part-time, Less than 20 hours week; Non-Bargaining)</b>					
Hourly	18.00				
<b>Laborer-Public Works (Part-time, Less than 20 hours week; Non-Bargaining)</b>					
Hourly	21.42				

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 14, 2024  
 Confirms Salary Rate/Ranges for All City of Fort Bragg classifications  
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				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Laborer-Water/Wastewater (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				21.42				
<b>Lifeguard - CV Starr (CV Starr; Non-Bargaining)</b>								
Hourly				19.85	20.84	21.88	22.98	24.13
Bi-Weekly				1,588.00	1,667.40	1,750.77	1,838.31	1,930.22
Monthly				3,440.67	3,612.70	3,793.34	3,983.00	4,182.15
Annual				41,288.00	43,352.40	45,520.02	47,796.02	50,185.82
<b>Lifeguard I - Part-time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				19.00				
<b>Lifeguard II - Part-time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				21.00				
<b>Lifeguard III - Part-time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				23.00				
<b>Maintenance Supervisor (CV Starr, Non-Bargaining, )</b>								
Hourly				30.00	31.50	33.08	34.73	36.47
Bi-Weekly				2,400.00	2,520.00	2,646.00	2,778.30	2,917.22
Monthly				5,200.00	5,460.00	5,733.00	6,019.65	6,320.63
Annual				62,400.00	65,520.00	68,796.00	72,235.80	75,847.59
<b>Maintenance Worker I - CV Starr (CV Starr; Non-Bargaining)</b>								
Hourly				19.43	20.40	21.42	22.49	23.61
Bi-Weekly				1,554.40	1,632.00	1,713.60	1,799.20	1,888.80
Monthly				3,367.87	3,536.00	3,712.80	3,898.27	4,092.40
Annual				40,414.40	42,432.00	44,553.60	46,779.20	49,108.80
<b>Maintenance Worker II - CV Starr (CV Starr; Non-Bargaining)</b>								
Hourly				22.60	23.73	24.92	26.17	27.48
Bi-Weekly				1,808.00	1,898.40	1,993.60	2,093.60	2,198.40
Monthly				3,917.33	4,113.20	4,319.47	4,536.13	4,763.20
Annual				47,008.00	49,358.40	51,833.60	54,433.60	57,158.40
<b>Maintenance Worker III - CV Starr (CV Starr; Non-Bargaining)</b>								
Hourly				25.83	27.12	28.48	29.90	31.40
Bi-Weekly				2,066.40	2,169.60	2,278.40	2,392.00	2,512.00
Monthly				4,477.20	4,700.80	4,936.53	5,182.67	5,442.67
Annual				53,726.40	56,409.60	59,238.40	62,192.00	65,312.00
<b>Maintenance Worker I (FBEO)</b>								
Hourly				21.64	22.73	23.87	25.06	26.31
Bi-Weekly				1,731.55	1,818.40	1,909.60	2,004.80	2,104.80
Monthly				3,751.70	3,939.87	4,137.47	4,343.73	4,560.40
Annual				45,020.35	47,278.40	49,649.60	52,124.80	54,724.80

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Maintenance Worker II (FBEO)</b>					
Hourly	24.59	25.82	27.11	28.47	29.89
Bi-Weekly	1,967.38	2,065.60	2,168.80	2,277.60	2,391.20
Monthly	4,262.65	4,475.47	4,699.07	4,934.80	5,180.93
Annual	51,151.78	53,705.60	56,388.80	59,217.60	62,171.20
<b>Maintenance Worker III (FBEO)</b>					
Hourly	25.83	27.12	28.48	29.90	31.40
Bi-Weekly	2,066.11	2,169.60	2,278.40	2,392.00	2,512.00
Monthly	4,476.58	4,700.80	4,936.53	5,182.67	5,442.67
Annual	53,718.91	56,409.60	59,238.40	62,192.00	65,312.00
<b>Maintenance Worker IV (FBEO)</b>					
Hourly	27.10	28.46	29.88	31.37	32.94
Bi-Weekly	2,168.11	2,276.80	2,390.40	2,509.60	2,635.20
Monthly	4,697.58	4,933.07	5,179.20	5,437.47	5,709.60
Annual	56,370.91	59,196.80	62,150.40	65,249.60	68,515.20
<b>Maintenance Worker Lead (FBEO)</b>					
Hourly	29.80	31.29	32.85	34.49	36.21
Bi-Weekly	2,384.35	2,503.20	2,628.00	2,759.20	2,896.80
Monthly	5,166.10	5,423.60	5,694.00	5,978.27	6,276.40
Annual	61,993.15	65,083.20	68,328.00	71,739.20	75,316.80
<b>Mechanic (FBEO)</b>					
Hourly	27.78	29.17	30.63	32.16	33.77
Bi-Weekly	2,222.78	2,333.60	2,450.40	2,572.80	2,701.60
Monthly	4,816.03	5,056.13	5,309.20	5,574.40	5,853.47
Annual	57,792.38	60,673.60	63,710.40	66,892.80	70,241.60
<b>Office Assistant (Temporary Position)</b>					
Hourly	20.00	21.00	22.05	23.15	24.31
<b>Operations Manager (Mid-Management; Non-Bargaining)</b>					
Hourly	41.79	43.88	46.07	48.37	50.79
Bi-Weekly	3,343.15	3,510.40	3,685.60	3,869.60	4,063.20
Monthly	7,243.50	7,605.87	7,985.47	8,384.13	8,803.60
Annual	86,921.95	91,270.40	95,825.60	100,609.60	105,643.20
<b>Operations Supervisor (FBEO)</b>					
Hourly	36.28	38.10	40.01	42.01	44.11
Bi-Weekly	2,902.51	3,048.00	3,200.80	3,360.80	3,528.80
Monthly	6,288.78	6,604.00	6,935.07	7,281.73	7,645.73
Annual	75,465.31	79,248.00	83,220.80	87,380.80	91,748.80
<b>Planning Technician (FBEO)</b>					
Hourly	25.61	26.89	28.23	29.64	31.12
Bi-Weekly	2,048.98	2,151.20	2,258.40	2,371.20	2,489.60
Monthly	4,439.45	4,660.93	4,893.20	5,137.60	5,394.13
Annual	53,273.38	55,931.20	58,718.40	61,651.20	64,729.60



# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 14, 2024

Confirms Salary Rate/Ranges for All City of Fort Bragg classifications  
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				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Police Captain (Mid-Management; Non-Bargaining)</b>								
Hourly				63.46	66.63	69.96	73.46	77.13
Bi-Weekly				5,076.83	5,330.40	5,596.80	5,876.80	6,170.40
Monthly				10,999.60	11,549.20	12,126.40	12,733.07	13,369.20
Annual				131,997.47	138,590.40	145,516.80	152,796.80	160,430.40
<b>Police Chief (Executive; At Will)</b>								
Hourly				74.68	78.42	82.34	86.46	90.78
Bi-Weekly				5,974.75	6,273.60	6,587.20	6,916.80	7,262.40
Monthly				12,945.30	13,592.80	14,272.27	14,986.40	15,735.20
Annual				155,343.55	163,113.60	171,267.20	179,836.80	188,822.40
<b>Police Chief/Assistant City Manager (Executive; At Will)</b>								
Hourly				78.41	82.33	86.45	90.77	95.31
Bi-Weekly				6,272.80	6,586.40	6,916.00	7,261.60	7,624.80
Monthly				13,591.07	14,270.53	14,984.67	15,733.47	16,520.40
Annual				163,092.80	171,246.40	179,816.00	188,801.60	198,244.80
<b>Police Sergeant Intermediate POST (FBPA)</b>								
Hourly				48.13	50.54	53.07	55.72	58.51
Bi-Weekly				3,850.65	4,043.20	4,245.60	4,457.60	4,680.80
Monthly				8,343.07	8,760.27	9,198.80	9,658.13	10,141.73
Annual				100,116.88	105,123.20	110,385.60	115,897.60	121,700.80
<b>Police Sergeant Intermediate POST - Acting (FBPA, Temporary)</b>								
Hourly				48.13	50.54	53.07	55.72	58.51
Bi-Weekly				3,850.65	4,043.20	4,245.60	4,457.60	4,680.80
Monthly				8,343.07	8,760.27	9,198.80	9,658.13	10,141.73
Annual				100,116.88	105,123.20	110,385.60	115,897.60	121,700.80
<b>Police Sergeant Advance POST (FBPA)</b>								
Hourly				50.89	53.44	56.11	58.92	61.87
Bi-Weekly				4,071.30	4,275.20	4,488.80	4,713.60	4,949.60
Monthly				8,821.15	9,262.93	9,725.73	10,212.80	10,724.13
Annual				105,853.84	111,155.20	116,708.80	122,553.60	128,689.60
<b>Police Officer Basic POST (FBPA)</b>								
Hourly				37.60	39.48	41.45	43.52	45.70
Bi-Weekly				3,008.33	3,158.40	3,316.00	3,481.60	3,656.00
Monthly				6,518.06	6,843.20	7,184.67	7,543.47	7,921.33
Annual				78,216.70	82,118.40	86,216.00	90,521.60	95,056.00
<b>Police Officer Intermediate POST (FBPA)</b>								
Hourly				39.48	41.46	43.53	45.71	48.00
Bi-Weekly				3,158.66	3,316.80	3,482.40	3,656.80	3,840.00
Monthly				6,843.77	7,186.40	7,545.20	7,923.07	8,320.00
Annual				82,125.20	86,236.80	90,542.40	95,076.80	99,840.00

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Police Officer Advance POST (FBPA)</b>					
Hourly	41.42	43.49	45.66	47.94	50.34
Bi-Weekly	3,313.49	3,479.20	3,652.80	3,835.20	4,027.20
Monthly	7,179.23	7,538.27	7,914.40	8,309.60	8,725.60
Annual	86,150.71	90,459.20	94,972.80	99,715.20	104,707.20
<b>Police Recruit (1040 hours; FBPA)</b>					
Hourly	29.87				
<b>Police Transport Officer (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)</b>					
Hourly	28.56				
<b>Public Information Coordinator (Confidential; Non-Bargaining)</b>					
Hourly	28.79	30.23	31.74	33.33	35.00
Bi-Weekly	2,303.57	2,418.40	2,539.20	2,666.40	2,800.00
Monthly	4,991.06	5,239.87	5,501.60	5,777.20	6,066.67
Annual	59,892.77	62,878.40	66,019.20	69,326.40	72,800.00
<b>Recreation Coordinator (CV Starr; Non-Bargaining)</b>					
Hourly	24.26	25.47	26.75	28.08	29.49
Bi-Weekly	1,940.80	2,037.84	2,139.73	2,246.72	2,359.05
Monthly	4,205.07	4,415.32	4,636.09	4,867.89	5,111.29
Annual	50,460.80	52,983.84	55,633.03	58,414.68	61,335.42
<b>Recreation Instructor I (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)</b>					
Hourly	21.00				
<b>Recreation Instructor II (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)</b>					
Hourly	23.00				
<b>Recreation Instructor III (CV Starr;Part-time,1000 Max Annual Hours, Non-Bargaining)</b>					
Hourly	25.00				
<b>Recreation Supervisor (CV Starr; Non-Bargaining)</b>					
Hourly	30.00	31.50	33.08	34.73	36.47
Bi-Weekly	2,400.00	2,520.00	2,646.00	2,778.30	2,917.22
Monthly	5,200.00	5,460.00	5,733.00	6,019.65	6,320.63
Annual	62,400.00	65,520.00	68,796.00	72,235.80	75,847.59
<b>Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)</b>					
Hourly	18.00				
<b>Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)</b>					
Hourly	18.00				
<b>Senior Administrative Assistant (CV Starr; Non-Bargaining)</b>					
Hourly	18.38	19.30	20.26	21.28	22.34
Bi-Weekly	1,470.40	1,543.92	1,621.12	1,702.17	1,787.28
Monthly	3,185.87	3,345.16	3,512.42	3,688.04	3,872.44
Annual	38,230.40	40,141.92	42,149.02	44,256.47	46,469.29

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	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Senior Government Accountant (Mid-Management; Non-Bargaining)</b>					
Hourly	37.91	39.81	41.80	43.89	46.08
Bi-Weekly	3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly	6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual	78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
<b>Senior Lifeguard (CV Starr; Non-Bargaining)</b>					
Hourly	22.58	23.71	24.89	26.14	27.45
Bi-Weekly	1,806.40	1,896.72	1,991.56	2,091.13	2,195.69
Monthly	3,913.87	4,109.56	4,315.04	4,530.79	4,757.33
Annual	46,966.40	49,314.72	51,780.46	54,369.48	57,087.95
<b>Social Services Liaison-Crisis Worker (Non-Bargaining, Grant-Funded Position)</b>					
Hourly	32.59	34.22	35.93	37.73	39.62
Bi-Weekly	2,607.12	2,737.60	2,874.40	3,018.40	3,169.60
Monthly	5,648.76	5,931.47	6,227.87	6,539.87	6,867.47
Annual	67,785.12	71,177.60	74,734.40	78,478.40	82,409.60
<b>Special Investigator Basic POST (FBPA)</b>					
Hourly	39.48	41.46	43.53	45.71	48.00
Bi-Weekly	3,158.66	3,316.80	3,482.40	3,656.80	3,840.00
Monthly	6,843.77	7,186.40	7,545.20	7,923.07	8,320.00
Annual	82,125.20	86,236.80	90,542.40	95,076.80	99,840.00
<b>Special Investigator Intermediate POST (FBPA)</b>					
Hourly	41.45	43.52	45.70	47.99	50.39
Bi-Weekly	3,316.19	3,481.60	3,656.00	3,839.20	4,031.20
Monthly	7,185.08	7,543.47	7,921.33	8,318.27	8,734.27
Annual	86,220.93	90,521.60	95,056.00	99,819.20	104,811.20
<b>Special Investigator Advanced POST (FBPA)</b>					
Hourly	43.50	45.68	47.96	50.36	52.88
Bi-Weekly	3,480.02	3,654.40	3,836.80	4,028.80	4,230.40
Monthly	7,540.04	7,917.87	8,313.07	8,729.07	9,165.87
Annual	90,480.48	95,014.40	99,756.80	104,748.80	109,990.40
<b>Systems Analyst - Lead (Mid-Management; Non-Bargaining)</b>					
Hourly	37.91	39.81	41.80	43.89	46.08
Bi-Weekly	3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly	6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual	78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
<b>Systems Analyst (Confidential; Non-Bargaining)</b>					
Hourly	30.93	32.47	34.09	35.79	37.58
Bi-Weekly	2,474.11	2,597.60	2,727.20	2,863.20	3,006.40
Monthly	5,360.58	5,628.13	5,908.93	6,203.60	6,513.87
Annual	64,326.91	67,537.60	70,907.20	74,443.20	78,166.40

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<b>Systems Technician (FBEO)</b>					
Hourly	23.74	24.92	26.17	27.48	28.85
Bi-Weekly	1,898.83	1,993.60	2,093.60	2,198.40	2,308.00
Monthly	4,114.14	4,319.47	4,536.13	4,763.20	5,000.67
Annual	49,369.63	51,833.60	54,433.60	57,158.40	60,008.00
<b>Treatment Plant Operator-in-Training (FBEO)</b>					
Hourly	21.09	22.15	23.26	24.42	25.64
Bi-Weekly	1,687.49	1,772.00	1,860.80	1,953.60	2,051.20
Monthly	3,656.22	3,839.33	4,031.73	4,232.80	4,444.27
Annual	43,874.69	46,072.00	48,380.80	50,793.60	53,331.20
<b>Treatment Plant Operator I (FBEO)</b>					
Hourly	26.17	27.48	28.85	30.29	31.80
Bi-Weekly	2,093.86	2,198.40	2,308.00	2,423.20	2,544.00
Monthly	4,536.69	4,763.20	5,000.67	5,250.27	5,512.00
Annual	54,440.26	57,158.40	60,008.00	63,003.20	66,144.00
<b>Treatment Plant Operator II (FBEO)</b>					
Hourly	27.50	28.87	30.31	31.83	33.42
Biweekly	2,199.94	2,309.60	2,424.80	2,546.40	2,673.60
Monthly	4,766.53	5,004.13	5,253.73	5,517.20	5,792.80
Annual	57,198.34	60,049.60	63,044.80	66,206.40	69,513.60
<b>Treatment Plant Operator - Wastewater, Lead (FBEO)</b>					
Hourly	31.62	33.20	34.86	36.60	38.43
Biweekly	2,529.60	2,656.00	2,788.80	2,928.00	3,074.40
Monthly	5,480.80	5,754.67	6,042.40	6,344.00	6,661.20
Annual	65,769.60	69,056.00	72,508.80	76,128.00	79,934.40
<b>Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)</b>					
Hourly	33.20	34.86	36.60	38.43	40.35
Biweekly	2,656.08	2,788.80	2,928.00	3,074.40	3,228.00
Monthly	5,754.84	6,042.40	6,344.00	6,661.20	6,994.00
Annual	69,058.08	72,508.80	76,128.00	79,934.40	83,928.00



# City of Fort Bragg

416 N Franklin Street  
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## Text File

File Number: 24-925

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**Agenda Date:** 9/23/2024

**Version:** 2

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5E.

Resolution of the Fort Bragg City Council Confirming the Pay Rates and Ranges for All City of Fort Bragg Established Classifications Effective July 1, 2024

Approval of this Resolution confirms the pay rates and ranges for all of City of Fort Bragg's established classification as of July 1, 2024.

**RESOLUTION NO. \_\_\_\_-2024**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL CONFIRMING THE PAY RATES AND RANGES FOR ALL CITY OF FORT BRAGG ESTABLISHED CLASSIFICATIONS EFFECTIVE JULY 1, 2024**

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

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

**WHEREAS**, the Fort Bragg City Council approved Master Salary Schedules during July and August 2024 to reflect the updated compensation for CV Starr department employees, new classifications, the Fort Bragg Police Association Ordinance 672 survey, and approved Fort Bragg Police Association Memorandum of Understanding cost of living adjustments that were effective July 1, 2024; and

**WHEREAS**, the California Public Employees' Retirement System requires the City to have a publicly adopted and posted salary schedule, and it is best practice to have all the recent changes effective on July 1, 2024, on one master salary schedule; and

**WHEREAS**, the full salary schedule is allocated in the FY 2024/25 budget;

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

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

1. Adopt the City of Fort Bragg Master Salary Rate Compensation Plan as presented in "Exhibit A".

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Fort Bragg does hereby amend the City of Fort Bragg Master Salary Rate Compensation Plan as presented in "Exhibit A" effective July 1, 2024.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23<sup>rd</sup> day of September 2024, by the following vote:**

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

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**BERNIE NORVELL**  
Mayor

**ATTEST:**

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**Diana Sanchez**  
City Clerk

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024

Confirms Salary Rate/Ranges for All City of Fort Bragg classifications

Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments. Includes new positions, Conf/Nbarg

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Administrative Analyst (Confidential; Non-Bargaining)</b>								
Hourly				27.24	28.61	30.04	31.54	33.12
Bi-Weekly				2,179.54	2,288.80	2,403.20	2,523.20	2,649.60
Monthly				4,722.33	4,959.07	5,206.93	5,466.93	5,740.80
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
<b>Administrative Analyst - Police (Confidential; Non-Bargaining)</b>								
Hourly				27.24	28.61	30.04	31.54	33.12
Bi-Weekly				2,136.80	2,288.80	2,403.20	2,523.20	2,649.60
Monthly				4,722.32	4,959.07	5,206.93	5,466.93	5,740.80
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
<b>Administrative Assistant - Administration (Confidential; Non-Bargaining)</b>								
Hourly				25.11	26.37	27.69	29.07	30.52
Bi-Weekly				2,008.96	2,109.60	2,215.20	2,325.60	2,441.60
Monthly				4,352.82	4,570.80	4,799.60	5,038.80	5,290.13
Annual				52,233.79	54,849.60	57,595.20	60,465.60	63,481.60
<b>Administrative Assistant - Non-Confidential (FBEO)</b>								
Hourly				25.11	26.37	27.69	29.07	30.52
Bi-Weekly				2,008.96	2,109.60	2,215.20	2,325.60	2,441.60
Monthly				4,352.82	4,570.80	4,799.60	5,038.80	5,290.13
Annual				52,233.79	54,849.60	57,595.20	60,465.60	63,481.60
<b>Administrative Assistant (CV Starr; Non-Bargaining)</b>								
Hourly				18.19	19.10	20.05	21.06	22.11
Bi-Weekly				1,455.20	1,527.96	1,604.36	1,684.58	1,768.80
Monthly				3,153.08	3,310.58	3,476.11	3,649.91	3,832.41
Annual				37,837.00	39,726.96	41,713.31	43,798.97	45,988.92
<b>Administrative Assistant I -Part time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				18.00				
<b>Administrative Assistant II -Part time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				20.00				
<b>Administrative Assistant III -Part time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				22.00				
<b>Administrative Coordinator (CV Starr; Non-Bargaining)</b>								
Hourly				21.53	22.61	23.74	24.92	26.17
Bi-Weekly				1,722.40	1,808.52	1,898.95	1,993.89	2,093.59
Monthly				3,731.87	3,918.46	4,113.43	4,320.10	4,536.11
Annual				44,782.40	47,021.52	49,361.13	51,841.23	54,433.29



# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024

Confirms Salary Rate/Ranges for All City of Fort Bragg classifications

Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments. Includes new positions, Conf/Nbarg

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)</b>								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
<b>Assistant City Engineer (FBEO)</b>								
Hourly				33.90	35.60	37.38	39.25	41.21
Bi-Weekly				2,712.38	2,848.00	2,990.40	3,140.00	3,296.80
Monthly				5,876.83	6,170.67	6,479.20	6,803.33	7,143.07
Annual				70,521.98	74,048.00	77,750.40	81,640.00	85,716.80
<b>Assistant City Manager (Executive; At-Will)</b>								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
<b>Assistant Finance Director (Mid-Management; Non-Bargaining)</b>								
Hourly				40.21	42.22	44.33	46.55	48.88
Bi-Weekly				3,216.67	3,377.60	3,546.40	3,724.00	3,910.40
Monthly				6,969.46	7,318.13	7,683.87	8,068.67	8,472.53
Annual				83,633.47	87,817.60	92,206.40	96,824.00	101,670.40
<b>Assistant Planner (FBEO)</b>								
Hourly				32.30	33.92	35.62	37.40	39.27
Bi-Weekly				2,584.27	2,713.60	2,849.60	2,992.00	3,141.60
Monthly				5,599.26	5,879.47	6,174.13	6,482.67	6,806.80
Annual				67,191.07	70,553.60	74,089.60	77,792.00	81,681.60
<b>Assistant Planner/Code Enforcement, Part-Time (Less than 1,000 hours; Non-Bargaining)</b>								
				35.61				
<b>Associate Planner (FBEO)</b>								
Hourly				33.45	35.12	36.88	38.72	40.66
Bi-Weekly				2,675.66	2,809.60	2,950.40	3,097.60	3,252.80
Monthly				5,797.27	6,087.47	6,392.53	6,711.47	7,047.73
Annual				69,567.26	73,049.60	76,710.40	80,537.60	84,572.80
<b>Audiovisual Technician, Part-Time (Less than 1,000 hours; Non-Bargaining)</b>								
				27.00				
<b>City Clerk (Mid-Management; Non-Bargaining)</b>								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024

Confirms Salary Rate/Ranges for All City of Fort Bragg classifications

Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments. Includes new positions, Conf/Nbarg

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>City Councilmember (Elected)</b>								
Hourly								
Bi-Weekly				235.38				
Monthly				510.00				
Annual				6,120.00	Plus \$100/mo for Special District Meeting			
<b>City Manager (Executive; At Will; Contract)</b>								
Hourly				85.58				
Bi-Weekly				6,846.40				
Monthly				14,833.87				
Annual				178,006.40				
<b>Code Enforcement Officer (FBEO)</b>								
Hourly				32.30	33.92	35.62	37.40	39.27
Bi-Weekly				2,584.27	2,713.60	2,849.60	2,992.00	3,141.60
Monthly				5,599.26	5,879.47	6,174.13	6,482.67	6,806.80
Annual				67,191.07	70,553.60	74,089.60	77,792.00	81,681.60
<b>Community Services Officer (FBPA)</b>								
Hourly				25.40	26.67	28.00	29.40	30.87
Bi-Weekly				2,031.90	2,133.60	2,240.00	2,352.00	2,469.60
Monthly				4,402.44	4,622.80	4,853.33	5,096.00	5,350.80
Annual				52,829.27	55,473.60	58,240.00	61,152.00	64,209.60
<b>Construction Project Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				43.24	45.40	47.67	50.05	52.55
Bi-Weekly				3,459.02	3,632.00	3,813.60	4,004.00	4,204.00
Monthly				7,494.55	7,869.33	8,262.80	8,675.33	9,108.67
Annual				89,934.62	94,432.00	99,153.60	104,104.00	109,304.00
<b>Construction Project Manager (Temporary, Part-time, At-Will)</b>								
Hourly				43.24	45.40	47.67	50.05	52.55
<b>Custodian I - CV Starr (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				20.00				
<b>Custodian II - CV Starr (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)</b>								
				22.00				
<b>Custodian III - CV Starr (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)</b>								
				24.00				
<b>CV Starr Manager (Mid-Management, Non-Bargaining)</b>								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024

Confirms Salary Rate/Ranges for All City of Fort Bragg classifications

Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments. Includes new positions, Conf/Nbarg

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Director - Community Development Department (Executive; At Will)</b>								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
<b>Director - Finance/City Treasurer (Executive; At-Will)</b>								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
<b>Director of Public Works (Executive; At Will)</b>								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
<b>Economic Development Manager</b>								
Hourly				37.17	39.03	40.98	43.03	45.18
Bi-Weekly				2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly				6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual				77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
<b>Engineering Technician (FBEO)</b>								
Hourly				30.75	32.29	33.90	35.60	37.38
Bi-Weekly				2,460.24	2,583.20	2,712.00	2,848.00	2,990.40
Monthly				5,330.52	5,596.93	5,876.00	6,170.67	6,479.20
Annual				63,966.24	67,163.20	70,512.00	74,048.00	77,750.40
<b>Environmental Compliance Coordinator (FBEO)</b>								
Hourly				35.57	37.35	39.22	41.18	43.24
Bi-Weekly				2,845.39	2,988.00	3,137.60	3,294.40	3,459.20
Monthly				6,165.02	6,474.00	6,798.13	7,137.87	7,494.93
Annual				73,980.19	77,688.00	81,577.60	85,654.40	89,939.20
<b>Finance Technician I (FBEO)</b>								
Hourly				22.63	23.77	24.96	26.21	27.52
Bi-Weekly				1,810.70	1,901.60	1,996.80	2,096.80	2,201.60
Monthly				3,923.19	4,120.13	4,326.40	4,543.07	4,770.13
Annual				47,078.30	49,441.60	51,916.80	54,516.80	57,241.60
<b>Finance Technician II (FBEO)</b>								
Hourly				24.96	26.21	27.52	28.90	30.35
Bi-Weekly				1,996.75	2,096.80	2,201.60	2,312.00	2,428.00
Monthly				4,326.30	4,543.07	4,770.13	5,009.33	5,260.67
Annual				51,915.55	54,516.80	57,241.60	60,112.00	63,128.00

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024

Confirms Salary Rate/Ranges for All City of Fort Bragg classifications

Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments. Includes new positions, Conf/Nbarg

		Step 1	Step 2	Step 3	Step 4	Step 5
<b>Finance Technician III (FBEO)</b>						
Hourly		27.51	28.88	30.32	31.84	33.43
Bi-Weekly		2,200.75	2,310.40	2,425.60	2,547.20	2,674.40
Monthly		4,768.30	5,005.87	5,255.47	5,518.93	5,794.53
Annual		57,219.55	60,070.40	63,065.60	66,227.20	69,534.40
<b>Fitness Equipment Technician (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)</b>						
Hourly		25.00				
<b>Fitness Instructor I - CV Starr (CV Starr; Part-Time, 1000 Max Annual Hours, Non-Bargaining)</b>						
		30.00				
<b>Fitness Instructor II - CV Starr (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)</b>						
Hourly		32.00				
<b>Government Accountant I (FBEO)</b>						
Hourly		30.32	31.84	33.43	35.10	36.86
Bi-Weekly		2,425.97	2,547.20	2,674.40	2,808.00	2,948.80
Monthly		5,256.26	5,518.93	5,794.53	6,084.00	6,389.07
Annual		63,075.17	66,227.20	69,534.40	73,008.00	76,668.80
<b>Grants Coordinator (FBEO, Grant Funded)</b>						
Hourly		30.32	31.84	33.43	35.10	36.86
Bi-Weekly		2,425.97	2,547.20	2,674.40	2,808.00	2,948.80
Monthly		5,256.26	5,518.93	5,794.53	6,084.00	6,389.07
Annual		63,075.17	66,227.20	69,534.40	73,008.00	76,668.80
<b>Head Lifeguard (CV Starr; Non-Bargaining)</b>						
Hourly		20.40	21.42	22.49	23.62	24.80
Bi-Weekly		1,632.00	1,713.60	1,799.28	1,889.24	1,983.71
Monthly		3,536.00	3,712.80	3,898.44	4,093.36	4,298.03
Annual		42,432.00	44,553.60	46,781.28	49,120.34	51,576.36
<b>Housing and Economic Development Coordinator (Confidential; Non-Bargaining)</b>						
Hourly		33.92	35.61	37.39	39.26	41.22
Bi-Weekly		2,713.20	2,848.80	2,991.20	3,140.80	3,297.60
Monthly		5,878.60	6,172.40	6,480.93	6,805.07	7,144.80
Annual		70,543.20	74,068.80	77,771.20	81,660.80	85,737.60
<b>Human Resources Manager (Mid-Management; Non-Bargaining)</b>						
Hourly		37.17	39.03	40.98	43.03	45.18
Bi-Weekly		2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly		6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual		77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
<b>Intern (Part-time, Less than 20 hours week; Non-Bargaining)</b>						
Hourly		18.00				
<b>Laborer-Public Works (Part-time, Less than 20 hours week; Non-Bargaining)</b>						
Hourly		21.00				

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024

Confirms Salary Rate/Ranges for All City of Fort Bragg classifications

Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments. Includes new positions, Conf/Nbarg

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Laborer-Water/Wastewater (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				21.00				
<b>Lifeguard - CV Starr (CV Starr; Non-Bargaining)</b>								
Hourly				19.85	20.84	21.88	22.98	24.13
Bi-Weekly				1,588.00	1,667.40	1,750.77	1,838.31	1,930.22
Monthly				3,440.67	3,612.70	3,793.34	3,983.00	4,182.15
Annual				41,288.00	43,352.40	45,520.02	47,796.02	50,185.82
<b>Lifeguard I - Part-time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				19.00				
<b>Lifeguard II - Part-time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				21.00				
<b>Lifeguard III - Part-time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				23.00				
<b>Maintenance Supervisor (CV Starr, Non-Bargaining, )</b>								
Hourly				30.00	31.50	33.08	34.73	36.47
Bi-Weekly				2,400.00	2,520.00	2,646.00	2,778.30	2,917.22
Monthly				5,200.00	5,460.00	5,733.00	6,019.65	6,320.63
Annual				62,400.00	65,520.00	68,796.00	72,235.80	75,847.59
<b>Maintenance Worker I - CV Starr (CV Starr; Non-Bargaining)</b>								
Hourly				19.43	20.40	21.42	22.49	23.61
Bi-Weekly				1,554.40	1,632.00	1,713.60	1,799.20	1,888.80
Monthly				3,367.87	3,536.00	3,712.80	3,898.27	4,092.40
Annual				40,414.40	42,432.00	44,553.60	46,779.20	49,108.80
<b>Maintenance Worker II - CV Starr (CV Starr; Non-Bargaining)</b>								
Hourly				22.60	23.73	24.92	26.17	27.48
Bi-Weekly				1,808.00	1,898.40	1,993.60	2,093.60	2,198.40
Monthly				3,917.33	4,113.20	4,319.47	4,536.13	4,763.20
Annual				47,008.00	49,358.40	51,833.60	54,433.60	57,158.40
<b>Maintenance Worker III - CV Starr (CV Starr; Non-Bargaining)</b>								
Hourly				25.83	27.12	28.48	29.90	31.40
Bi-Weekly				2,066.40	2,169.60	2,278.40	2,392.00	2,512.00
Monthly				4,477.20	4,700.80	4,936.53	5,182.67	5,442.67
Annual				53,726.40	56,409.60	59,238.40	62,192.00	65,312.00
<b>Maintenance Worker I (FBEO)</b>								
Hourly				21.22	22.28	23.39	24.56	25.79
Bi-Weekly				1,697.28	1,782.40	1,871.20	1,964.80	2,063.20
Monthly				3,677.44	3,861.87	4,054.27	4,257.07	4,470.27
Annual				44,129.28	46,342.40	48,651.20	51,084.80	53,643.20

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024

Confirms Salary Rate/Ranges for All City of Fort Bragg classifications

Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments. Includes new positions, Conf/Nbarg

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Maintenance Worker II (FBEO)</b>								
Hourly				24.11	25.32	26.59	27.92	29.32
Bi-Weekly				1,929.02	2,025.60	2,127.20	2,233.60	2,345.60
Monthly				4,179.55	4,388.80	4,608.93	4,839.47	5,082.13
Annual				50,154.62	52,665.60	55,307.20	58,073.60	60,985.60
<b>Maintenance Worker III (FBEO)</b>								
Hourly				25.32	26.58	27.91	29.31	30.78
Bi-Weekly				2,025.31	2,126.40	2,232.80	2,344.80	2,462.40
Monthly				4,388.18	4,607.20	4,837.73	5,080.40	5,335.20
Annual				52,658.11	55,286.40	58,052.80	60,964.80	64,022.40
<b>Maintenance Worker IV (FBEO)</b>								
Hourly				26.57	27.90	29.30	30.77	32.31
Bi-Weekly				2,125.68	2,232.00	2,344.00	2,461.60	2,584.80
Monthly				4,605.64	4,836.00	5,078.67	5,333.47	5,600.40
Annual				55,267.68	58,032.00	60,944.00	64,001.60	67,204.80
<b>Maintenance Worker Lead (FBEO)</b>								
Hourly				29.22	30.68	32.21	33.82	35.51
Bi-Weekly				2,337.84	2,454.40	2,576.80	2,705.60	2,840.80
Monthly				5,065.32	5,317.87	5,583.07	5,862.13	6,155.07
Annual				60,783.84	63,814.40	66,996.80	70,345.60	73,860.80
<b>Mechanic (FBEO)</b>								
Hourly				27.24	28.61	30.04	31.54	33.12
Bi-Weekly				2,179.54	2,288.80	2,403.20	2,523.20	2,649.60
Monthly				4,722.33	4,959.07	5,206.93	5,466.93	5,740.80
Annual				56,667.94	59,508.80	62,483.20	65,603.20	68,889.60
<b>Office Assistant (Temporary Position)</b>								
Hourly				20.00	21.00	22.05	23.15	24.31
<b>Operations Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				40.97	43.02	45.17	47.43	49.80
Bi-Weekly				3,277.87	3,441.60	3,613.60	3,794.40	3,984.00
Monthly				7,102.06	7,456.80	7,829.47	8,221.20	8,632.00
Annual				85,224.67	89,481.60	93,953.60	98,654.40	103,584.00
<b>Operations Supervisor (FBEO)</b>								
Hourly				35.57	37.35	39.22	41.18	43.24
Bi-Weekly				2,845.39	2,988.00	3,137.60	3,294.40	3,459.20
Monthly				6,165.02	6,474.00	6,798.13	7,137.87	7,494.93
Annual				73,980.19	77,688.00	81,577.60	85,654.40	89,939.20
<b>Planning Technician (FBEO)</b>								
Hourly				25.11	26.37	27.69	29.07	30.52
Bi-Weekly				2,008.99	2,109.60	2,215.20	2,325.60	2,441.60
Monthly				4,352.82	4,570.80	4,799.60	5,038.80	5,290.13
Annual				52,233.79	54,849.60	57,595.20	60,465.60	63,481.60

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024

Confirms Salary Rate/Ranges for All City of Fort Bragg classifications

Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments. Includes new positions, Conf/Nbarg

	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Police Captain (Mid-Management; Non-Bargaining)</b>					
Hourly	63.46	66.63	69.96	73.46	77.13
Bi-Weekly	5,076.83	5,330.40	5,596.80	5,876.80	6,170.40
Monthly	10,999.79	11,549.20	12,126.40	12,733.07	13,369.20
Annual	131,997.47	138,590.40	145,516.80	152,796.80	160,430.40
<b>Police Chief (Executive; At Will)</b>					
Hourly	74.68	78.42	82.34	86.46	90.78
Bi-Weekly	5,974.75	6,273.60	6,587.20	6,916.80	7,262.40
Monthly	12,945.30	13,592.80	14,272.27	14,986.40	15,735.20
Annual	155,343.55	163,113.60	171,267.20	179,836.80	188,822.40
<b>Police Chief/Assistant City Manager (Executive; At Will)</b>					
Hourly	78.41	82.33	86.45	90.77	95.31
Bi-Weekly	6,272.80	6,586.40	6,916.00	7,261.60	7,624.80
Monthly	13,591.07	14,270.53	14,984.67	15,733.47	16,520.40
Annual	163,092.80	171,246.40	179,816.00	188,801.60	198,244.80
<b>Police Sergeant Intermediate POST (FBPA)</b>					
Hourly	48.13	50.54	53.07	55.72	58.51
Bi-Weekly	3,850.65	4,043.20	4,245.60	4,457.60	4,680.80
Monthly	8,343.07	8,760.27	9,198.80	9,658.13	10,141.73
Annual	100,116.88	105,123.20	110,385.60	115,897.60	121,700.80
<b>Police Sergeant Intermediate POST - Acting (FBPA, Temporary)</b>					
Hourly	48.13	50.54	53.07	55.72	58.51
Bi-Weekly	3,850.65	4,043.20	4,245.60	4,457.60	4,680.80
Monthly	8,343.07	8,760.27	9,198.80	9,658.13	10,141.73
Annual	100,116.88	105,123.20	110,385.60	115,897.60	121,700.80
<b>Police Sergeant Advance POST (FBPA)</b>					
Hourly	50.89	53.44	56.11	58.92	61.87
Bi-Weekly	4,071.30	4,275.20	4,488.80	4,713.60	4,949.60
Monthly	8,821.15	9,262.93	9,725.73	10,212.80	10,724.13
Annual	105,853.84	111,155.20	116,708.80	122,553.60	128,689.60
<b>Police Officer Basic POST (FBPA)</b>					
Hourly	37.60	39.48	41.45	43.52	45.70
Bi-Weekly	3,008.33	3,158.40	3,316.00	3,481.60	3,656.00
Monthly	6,518.06	6,843.20	7,184.67	7,543.47	7,921.33
Annual	78,216.70	82,118.40	86,216.00	90,521.60	95,056.00
<b>Police Officer Intermediate POST (FBPA)</b>					
Hourly	39.48	41.46	43.53	45.71	48.00
Bi-Weekly	3,158.66	3,316.80	3,482.40	3,656.80	3,840.00
Monthly	6,843.77	7,186.40	7,545.20	7,923.07	8,320.00
Annual	82,125.20	86,236.80	90,542.40	95,076.80	99,840.00

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024

Confirms Salary Rate/Ranges for All City of Fort Bragg classifications

Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments. Includes new positions, Conf/Nbarg

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Police Officer Advance POST (FBPA)</b>								
Hourly				41.42	43.49	45.66	47.94	50.34
Bi-Weekly				3,313.49	3,479.20	3,652.80	3,835.20	4,027.20
Monthly				7,179.23	7,538.27	7,914.40	8,309.60	8,725.60
Annual				86,150.71	90,459.20	94,972.80	99,715.20	104,707.20
<b>Police Recruit (1040 hours; FBPA)</b>								
Hourly				29.87				
<b>Police Transport Officer (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)</b>								
Hourly				28.56				
<b>Public Information Coordinator (Confidential; Non-Bargaining)</b>								
Hourly				28.23	29.64	31.12	32.68	34.31
Bi-Weekly				2,258.40	2,371.20	2,489.60	2,614.40	2,744.80
Monthly				4,893.20	5,137.60	5,394.13	5,664.53	5,947.07
Annual				58,718.40	61,651.20	64,729.60	67,974.40	71,364.80
<b>Recreation Coordinator (CV Starr; Non-Bargaining)</b>								
Hourly				24.26	25.47	26.75	28.08	29.49
Bi-Weekly				1,940.80	2,037.84	2,139.73	2,246.72	2,359.05
Monthly				4,205.07	4,415.32	4,636.09	4,867.89	5,111.29
Annual				50,460.80	52,983.84	55,633.03	58,414.68	61,335.42
<b>Recreation Instructor I (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				21.00				
<b>Recreation Instructor II (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				23.00				
<b>Recreation Instructor III (CV Starr;Part-time,1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				25.00				
<b>Recreation Supervisor (CV Starr; Non-Bargaining, Confidential)</b>								
Hourly				30.00	31.50	33.08	34.73	36.47
Bi-Weekly				2,400.00	2,520.00	2,646.00	2,778.30	2,917.22
Monthly				5,200.00	5,460.00	5,733.00	6,019.65	6,320.63
Annual				62,400.00	65,520.00	68,796.00	72,235.80	75,847.59
<b>Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Senior Administrative Assistant (CV Starr; Non-Bargaining)</b>								
Hourly				18.38	19.30	20.26	21.28	22.34
Bi-Weekly				1,470.40	1,543.92	1,621.12	1,702.17	1,787.28
Monthly				3,185.87	3,345.16	3,512.42	3,688.04	3,872.44
Annual				38,230.40	40,141.92	42,149.02	44,256.47	46,469.29



# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024

Confirms Salary Rate/Ranges for All City of Fort Bragg classifications

Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments. Includes new positions, Conf/Nbarg

		Step 1	Step 2	Step 3	Step 4	Step 5
<b>Senior Government Accountant (Mid-Management; Non-Bargaining)</b>						
Hourly		37.17	39.03	40.98	43.03	45.18
Bi-Weekly		2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly		6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual		77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
<b>Senior Lifeguard (CV Starr; Non-Bargaining)</b>						
Hourly		22.58	23.71	24.89	26.14	27.45
Bi-Weekly		1,806.40	1,896.72	1,991.56	2,091.13	2,195.69
Monthly		3,913.87	4,109.56	4,315.04	4,530.79	4,757.33
Annual		46,966.40	49,314.72	51,780.46	54,369.48	57,087.95
<b>Social Services Liaison-Crisis Worker (Non-Bargaining, Grant-Funded Position)</b>						
Hourly		31.95	33.55	35.23	36.99	38.84
Bi-Weekly		2,556.00	2,684.00	2,818.40	2,959.20	3,107.20
Monthly		5,538.00	5,815.33	6,106.53	6,411.60	6,732.27
Annual		66,456.00	69,784.00	73,278.40	76,939.20	80,787.20
<b>Special Investigator Basic POST (FBPA)</b>						
Hourly		39.48	41.46	43.53	45.71	48.00
Bi-Weekly		3,158.66	3,316.80	3,482.40	3,656.80	3,840.00
Monthly		6,843.77	7,186.40	7,545.20	7,923.07	8,320.00
Annual		82,125.20	86,236.80	90,542.40	95,076.80	99,840.00
<b>Special Investigator Intermediate POST (FBPA)</b>						
Hourly		41.45	43.52	45.70	47.99	50.39
Bi-Weekly		3,316.19	3,481.60	3,656.00	3,839.20	4,031.20
Monthly		7,185.08	7,543.47	7,921.33	8,318.27	8,734.27
Annual		86,220.93	90,521.60	95,056.00	99,819.20	104,811.20
<b>Special Investigator Advanced POST (FBPA)</b>						
Hourly		43.50	45.68	47.96	50.36	52.88
Bi-Weekly		3,480.02	3,654.40	3,836.80	4,028.80	4,230.40
Monthly		7,540.04	7,917.87	8,313.07	8,729.07	9,165.87
Annual		90,480.48	95,014.40	99,756.80	104,748.80	109,990.40
<b>Systems Analyst - Lead (Mid-Management; Non-Bargaining)</b>						
Hourly		37.17	39.03	40.98	43.03	45.18
Bi-Weekly		2,973.50	3,122.40	3,278.40	3,442.40	3,614.40
Monthly		6,442.59	6,765.20	7,103.20	7,458.53	7,831.20
Annual		77,311.10	81,182.40	85,238.40	89,502.40	93,974.40
<b>Systems Analyst (Confidential; Non-Bargaining)</b>						
Hourly		30.32	31.84	33.43	35.10	36.86
Bi-Weekly		2,425.97	2,547.20	2,674.40	2,808.00	2,948.80
Monthly		5,256.26	5,518.93	5,794.53	6,084.00	6,389.07
Annual		63,075.17	66,227.20	69,534.40	73,008.00	76,668.80

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024

Confirms Salary Rate/Ranges for All City of Fort Bragg classifications

Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments. Includes new positions, Conf/Nbarg

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Systems Technician (FBEO)</b>								
Hourly				23.27	24.43	25.65	26.93	28.28
Bi-Weekly				1,861.30	1,954.40	2,052.00	2,154.40	2,262.40
Monthly				4,032.81	4,234.53	4,446.00	4,667.87	4,901.87
Annual				48,393.70	50,814.40	53,352.00	56,014.40	58,822.40
<b>Treatment Plant Operator-in-Training (FBEO)</b>								
Hourly				20.68	21.71	22.80	23.94	25.14
Bi-Weekly				1,654.03	1,736.80	1,824.00	1,915.20	2,011.20
Monthly				3,583.74	3,763.07	3,952.00	4,149.60	4,357.60
Annual				43,004.83	45,156.80	47,424.00	49,795.20	52,291.20
<b>Treatment Plant Operator I (FBEO)</b>								
Hourly				25.66	26.95	28.30	29.72	31.21
Bi-Weekly				2,053.06	2,156.00	2,264.00	2,377.60	2,496.80
Monthly				4,448.29	4,671.33	4,905.33	5,151.47	5,409.73
Annual				53,379.46	56,056.00	58,864.00	61,817.60	64,916.80
<b>Treatment Plant Operator II (FBEO)</b>								
Hourly				26.96	28.31	29.73	31.22	32.78
Biweekly				2,156.69	2,264.80	2,378.40	2,497.60	2,622.40
Monthly				4,672.82	4,907.07	5,153.20	5,411.47	5,681.87
Annual				56,073.89	58,884.80	61,838.40	64,937.60	68,182.40
<b>Treatment Plant Operator - Wastewater, Lead (FBEO)</b>								
Hourly				31.00	32.55	34.18	35.89	37.68
Biweekly				2,479.82	2,604.00	2,734.40	2,871.20	3,014.40
Monthly				5,372.95	5,642.00	5,924.53	6,220.93	6,531.20
Annual				64,475.42	67,704.00	71,094.40	74,651.20	78,374.40
<b>Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)</b>								
Hourly				32.55	34.18	35.89	37.68	39.56
Biweekly				2,603.86	2,734.40	2,871.20	3,014.40	3,164.80
Monthly				5,641.69	5,924.53	6,220.93	6,531.20	6,857.07
Annual				67,700.26	71,094.40	74,651.20	78,374.40	82,284.80



# City of Fort Bragg

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

## Text File

File Number: 24-927

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**Agenda Date:** 9/23/2024

**Version:** 2

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5F.

**RESOLUTION NO. \_\_\_\_-2024**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL CONFIRMING THE PAY RATES AND RANGES FOR ALL CITY OF FORT BRAGG ESTABLISHED CLASSIFICATIONS EFFECTIVE AUGUST 1, 2024**

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

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

**WHEREAS**, the Fort Bragg City Council approved Master Salary Schedules to reflect the 2% cost of living adjustment for the Fort Bragg Employee Organization bargaining unit and Confidential/Non-Bargaining, and Mid-Management employee groups approved during the June 24, 2024 City Council meeting; and

**WHEREAS**, the Fort Bragg City Council approved the Memorandum of Understanding between the City of Fort Bragg and the Fort Bragg Police Association (FBPA) FY 2024-2028 that authorized a 4% cost of living adjustment during the August 12, 2024 City Council meeting; and

**WHEREAS**, the Fort Bragg City Council approved the results of the Ordinance 672 salary study with an effective date of July 1, 2024, during the September 9, 2024, City Council meeting; and

**WHEREAS**, the Fort Bragg City Council approved an employment agreement between the City and Neil Cervenka that removed the Police Chief/Assistant City Manager classification and created the Police Chief Executive P.O.S.T. classification to Police Chief Executive P.O.S.T. that was effective August 1, 2024; and

**WHEREAS**, the California Public Employees' Retirement System requires the City to have a publicly adopted and posted salary schedule, and it is best practice to have all the recent changes effective on August 1, 2024, on one master salary schedule; and

**WHEREAS**, the full salary schedule is allocated in the FY 2024/25 budget;

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

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

1. Adopt the City of Fort Bragg Master Salary Rate Compensation Plan as presented in "Exhibit A".

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Fort Bragg does hereby amend the City of Fort Bragg Master Salary Rate Compensation Plan as presented in "Exhibit A" effective August 1, 2024.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular**

meeting of the City Council of the City of Fort Bragg held on the 23rd day of September 2024, by the following vote:

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

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**BERNIE NORVELL**  
Mayor

**ATTEST:**

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**Diana Sanchez**  
City Clerk

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective August 1, 2024  
 Confirms Salary Rate/Ranges for All City of Fort Bragg classifications  
 Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Administrative Analyst (Confidential; Non-Bargaining)</b>								
Hourly				27.78	29.17	30.63	32.16	33.77
Bi-Weekly				2,222.78	2,333.60	2,450.40	2,572.80	2,701.60
Monthly				4,816.03	5,056.13	5,309.20	5,574.40	5,853.47
Annual				57,792.38	60,673.60	63,710.40	66,892.80	70,241.60
<b>Administrative Analyst - Police (Confidential; Non-Bargaining)</b>								
Hourly				27.78	29.17	30.63	32.16	33.77
Bi-Weekly				2,136.80	2,333.60	2,450.40	2,572.80	2,701.60
Monthly				4,722.32	5,056.13	5,309.20	5,574.40	5,853.47
Annual				57,792.38	60,673.60	63,710.40	66,892.80	70,241.60
<b>Administrative Assistant - Administration (Confidential; Non-Bargaining)</b>								
Hourly				25.61	26.89	28.23	29.64	31.12
Bi-Weekly				2,048.98	2,151.20	2,258.40	2,371.20	2,489.60
Monthly				4,439.45	4,660.93	4,893.20	5,137.60	5,394.13
Annual				53,273.38	55,931.20	58,718.40	61,651.20	64,729.60
<b>Administrative Assistant - Non-Confidential (FBEO)</b>								
Hourly				25.61	26.89	28.23	29.64	31.12
Bi-Weekly				2,048.98	2,151.20	2,258.40	2,371.20	2,489.60
Monthly				4,439.45	4,660.93	4,893.20	5,137.60	5,394.13
Annual				53,273.38	55,931.20	58,718.40	61,651.20	64,729.60
<b>Administrative Assistant (CV Starr; Non-Bargaining)</b>								
Hourly				18.19	19.10	20.05	21.06	22.11
Bi-Weekly				1,455.20	1,527.96	1,604.36	1,684.58	1,768.80
Monthly				3,153.08	3,310.58	3,476.11	3,649.91	3,832.41
Annual				37,837.00	39,726.96	41,713.31	43,798.97	45,988.92
<b>Administrative Assistant I -Part time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				18.00				
<b>Administrative Assistant II -Part time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				20.00				
<b>Administrative Assistant III -Part time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				22.00				
<b>Administrative Coordinator (CV Starr; Non-Bargaining)</b>								
Hourly				21.53	22.61	23.74	24.92	26.17
Bi-Weekly				1,722.40	1,808.52	1,898.95	1,993.89	2,093.59
Monthly				3,731.87	3,918.46	4,113.43	4,320.10	4,536.11
Annual				44,782.40	47,021.52	49,361.13	51,841.23	54,433.29

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective August 1, 2024  
 Confirms Salary Rate/Ranges for All City of Fort Bragg classifications  
 Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)</b>								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
<b>Assistant City Engineer (FBEO)</b>								
Hourly				34.58	36.31	38.13	40.04	42.04
Bi-Weekly				2,766.24	2,904.80	3,050.40	3,203.20	3,363.20
Monthly				5,993.52	6,293.73	6,609.20	6,940.27	7,286.93
Annual				71,922.24	75,524.80	79,310.40	83,283.20	87,443.20
<b>Assistant City Manager (Executive; At-Will)</b>								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
<b>Assistant Finance Director (Mid-Management; Non-Bargaining)</b>								
Hourly				41.01	43.06	45.21	47.47	49.84
Bi-Weekly				3,281.14	3,444.80	3,616.80	3,797.60	3,987.20
Monthly				7,109.13	7,463.73	7,836.40	8,228.13	8,638.93
Annual				85,309.54	89,564.80	94,036.80	98,737.60	103,667.20
<b>Assistant Planner (FBEO)</b>								
Hourly				32.95	34.59	36.32	38.14	40.05
Bi-Weekly				2,635.68	2,767.20	2,905.60	3,051.20	3,204.00
Monthly				5,710.64	5,995.60	6,295.47	6,610.93	6,942.00
Annual				68,527.68	71,947.20	75,545.60	79,331.20	83,304.00
<b>Assistant Planner/Code Enforcement, Part-Time (Less than 1,000 hours; Non-Bargaining)</b>								
				36.32				
<b>Associate Planner (FBEO)</b>								
Hourly				34.12	35.82	37.61	39.49	41.46
Bi-Weekly				2,729.52	2,865.60	3,008.80	3,159.20	3,316.80
Monthly				5,913.96	6,208.80	6,519.07	6,844.93	7,186.40
Annual				70,967.52	74,505.60	78,228.80	82,139.20	86,236.80
<b>Audiovisual Technician, Part-Time (Less than 1,000 hours; Non-Bargaining)</b>								
				27.54				
<b>City Clerk (Mid-Management; Non-Bargaining)</b>								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective August 1, 2024  
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 Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>City Councilmember (Elected)</b>								
Hourly								
Bi-Weekly				235.38				
Monthly				510.00				
Annual				6,120.00	Plus \$100/mo for Special District Meeting			
<b>City Manager (Executive; At Will; Contract)</b>								
Hourly				85.58				
Bi-Weekly				6,846.40				
Monthly				14,833.87				
Annual				178,006.40				
<b>Code Enforcement Officer (FBEO)</b>								
Hourly				32.95	34.59	36.32	38.14	40.05
Bi-Weekly				2,635.68	2,767.20	2,905.60	3,051.20	3,204.00
Monthly				5,710.64	5,995.60	6,295.47	6,610.93	6,942.00
Annual				68,527.68	71,947.20	75,545.60	79,331.20	83,304.00
<b>Community Services Officer (FBPA)</b>								
Hourly				25.40	26.67	28.00	29.40	30.87
Bi-Weekly				2,031.90	2,133.60	2,240.00	2,352.00	2,469.60
Monthly				4,402.44	4,622.80	4,853.33	5,096.00	5,350.80
Annual				52,829.27	55,473.60	58,240.00	61,152.00	64,209.60
<b>Construction Project Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				44.10	46.31	48.63	51.06	53.61
Bi-Weekly				3,528.38	3,704.80	3,890.40	4,084.80	4,288.80
Monthly				7,644.83	8,027.07	8,429.20	8,850.40	9,292.40
Annual				91,737.98	96,324.80	101,150.40	106,204.80	111,508.80
<b>Construction Project Manager (Temporary, Part-time, At-Will)</b>								
Hourly				44.10	46.31	48.63	51.06	53.61
<b>Custodian I - CV Starr (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				20.00				
<b>Custodian II - CV Starr (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)</b>								
				22.00				
<b>Custodian III - CV Starr (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)</b>								
				24.00				
<b>CV Starr Manager (Mid-Management, Non-Bargaining)</b>								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40



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				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Director - Community Development Department (Executive; At Will)</b>								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
<b>Director - Finance/City Treasurer (Executive; At-Will)</b>								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
<b>Director of Public Works (Executive; At Will)</b>								
Hourly				50.28	52.79	55.43	58.20	61.11
Bi-Weekly				4,022.06	4,223.20	4,434.40	4,656.00	4,888.80
Monthly				8,714.47	9,150.27	9,607.87	10,088.00	10,592.40
Annual				104,573.66	109,803.20	115,294.40	121,056.00	127,108.80
<b>Economic Development Manager</b>								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
<b>Engineering Technician (FBEO)</b>								
Hourly				31.37	32.93	34.58	36.31	38.13
Bi-Weekly				2,509.20	2,634.40	2,766.40	2,904.80	3,050.40
Monthly				5,436.60	5,707.87	5,993.87	6,293.73	6,609.20
Annual				65,239.20	68,494.40	71,926.40	75,524.80	79,310.40
<b>Environmental Compliance Coordinator (FBEO)</b>								
Hourly				36.28	38.10	40.01	42.01	44.11
Bi-Weekly				2,902.51	3,048.00	3,200.80	3,360.80	3,528.80
Monthly				6,288.78	6,604.00	6,935.07	7,281.73	7,645.73
Annual				75,465.31	79,248.00	83,220.80	87,380.80	91,748.80
<b>Finance Technician I (FBEO)</b>								
Hourly				23.08	24.24	25.45	26.72	28.06
Bi-Weekly				1,846.61	1,939.20	2,036.00	2,137.60	2,244.80
Monthly				4,000.98	4,201.60	4,411.33	4,631.47	4,863.73
Annual				48,011.81	50,419.20	52,936.00	55,577.60	58,364.80
<b>Finance Technician II (FBEO)</b>								
Hourly				25.46	26.73	28.07	29.47	30.94
Bi-Weekly				2,036.74	2,138.40	2,245.60	2,357.60	2,475.20
Monthly				4,412.93	4,633.20	4,865.47	5,108.13	5,362.93
Annual				52,955.14	55,598.40	58,385.60	61,297.60	64,355.20

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		Step 1	Step 2	Step 3	Step 4	Step 5
<b>Finance Technician III (FBEO)</b>						
Hourly		28.06	29.46	30.93	32.48	34.10
Bi-Weekly		2,244.82	2,356.80	2,474.40	2,598.40	2,728.00
Monthly		4,863.77	5,106.40	5,361.20	5,629.87	5,910.67
Annual		58,365.22	61,276.80	64,334.40	67,558.40	70,928.00
<b>Fitness Equipment Technician (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)</b>						
Hourly		25.00				
<b>Fitness Instructor I - CV Starr (CV Starr; Part-Time, 1000 Max Annual Hours, Non-Bargaining)</b>						
		30.00				
<b>Fitness Instructor II - CV Starr (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)</b>						
Hourly		32.00				
<b>Government Accountant I (FBEO)</b>						
Hourly		30.93	32.47	34.09	35.79	37.58
Bi-Weekly		2,474.11	2,597.60	2,727.20	2,863.20	3,006.40
Monthly		5,360.58	5,628.13	5,908.93	6,203.60	6,513.87
Annual		64,326.91	67,537.60	70,907.20	74,443.20	78,166.40
<b>Grants Coordinator (FBEO, Grant Funded)</b>						
Hourly		30.93	32.47	34.09	35.79	37.58
Bi-Weekly		2,474.11	2,597.60	2,727.20	2,863.20	3,006.40
Monthly		5,360.58	5,628.13	5,908.93	6,203.60	6,513.87
Annual		64,326.91	67,537.60	70,907.20	74,443.20	78,166.40
<b>Head Lifeguard (CV Starr; Non-Bargaining)</b>						
Hourly		20.40	21.42	22.49	23.62	24.80
Bi-Weekly		1,632.00	1,713.60	1,799.28	1,889.24	1,983.71
Monthly		3,536.00	3,712.80	3,898.44	4,093.36	4,298.03
Annual		42,432.00	44,553.60	46,781.28	49,120.34	51,576.36
<b>Housing and Economic Development Coordinator (Confidential; Non-Bargaining)</b>						
Hourly		34.60	36.33	38.15	40.06	42.06
Bi-Weekly		2,767.87	2,906.40	3,052.00	3,204.80	3,364.80
Monthly		5,997.06	6,297.20	6,612.67	6,943.73	7,290.40
Annual		71,964.67	75,566.40	79,352.00	83,324.80	87,484.80
<b>Human Resources Manager (Mid-Management; Non-Bargaining)</b>						
Hourly		37.91	39.81	41.80	43.89	46.08
Bi-Weekly		3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly		6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual		78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
<b>Intern (Part-time, Less than 20 hours week; Non-Bargaining)</b>						
Hourly		18.00				
<b>Laborer-Public Works (Part-time, Less than 20 hours week; Non-Bargaining)</b>						
Hourly		21.42				

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				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Laborer-Water/Wastewater (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				21.42				
<b>Lifeguard - CV Starr (CV Starr; Non-Bargaining)</b>								
Hourly				19.85	20.84	21.88	22.98	24.13
Bi-Weekly				1,588.00	1,667.40	1,750.77	1,838.31	1,930.22
Monthly				3,440.67	3,612.70	3,793.34	3,983.00	4,182.15
Annual				41,288.00	43,352.40	45,520.02	47,796.02	50,185.82
<b>Lifeguard I - Part-time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				19.00				
<b>Lifeguard II - Part-time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				21.00				
<b>Lifeguard III - Part-time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)</b>								
Hourly				23.00				
<b>Maintenance Supervisor (CV Starr, Non-Bargaining, )</b>								
Hourly				30.00	31.50	33.08	34.73	36.47
Bi-Weekly				2,400.00	2,520.00	2,646.00	2,778.30	2,917.22
Monthly				5,200.00	5,460.00	5,733.00	6,019.65	6,320.63
Annual				62,400.00	65,520.00	68,796.00	72,235.80	75,847.59
<b>Maintenance Worker I - CV Starr (CV Starr; Non-Bargaining)</b>								
Hourly				19.43	20.40	21.42	22.49	23.61
Bi-Weekly				1,554.40	1,632.00	1,713.60	1,799.20	1,888.80
Monthly				3,367.87	3,536.00	3,712.80	3,898.27	4,092.40
Annual				40,414.40	42,432.00	44,553.60	46,779.20	49,108.80
<b>Maintenance Worker II - CV Starr (CV Starr; Non-Bargaining)</b>								
Hourly				22.60	23.73	24.92	26.17	27.48
Bi-Weekly				1,808.00	1,898.40	1,993.60	2,093.60	2,198.40
Monthly				3,917.33	4,113.20	4,319.47	4,536.13	4,763.20
Annual				47,008.00	49,358.40	51,833.60	54,433.60	57,158.40
<b>Maintenance Worker III - CV Starr (CV Starr; Non-Bargaining)</b>								
Hourly				25.83	27.12	28.48	29.90	31.40
Bi-Weekly				2,066.40	2,169.60	2,278.40	2,392.00	2,512.00
Monthly				4,477.20	4,700.80	4,936.53	5,182.67	5,442.67
Annual				53,726.40	56,409.60	59,238.40	62,192.00	65,312.00
<b>Maintenance Worker I (FBEO)</b>								
Hourly				21.64	22.73	23.87	25.06	26.31
Bi-Weekly				1,731.55	1,818.40	1,909.60	2,004.80	2,104.80
Monthly				3,751.70	3,939.87	4,137.47	4,343.73	4,560.40
Annual				45,020.35	47,278.40	49,649.60	52,124.80	54,724.80

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<b>Maintenance Worker II (FBEO)</b>						
Hourly		24.59	25.82	27.11	28.47	29.89
Bi-Weekly		1,967.38	2,065.60	2,168.80	2,277.60	2,391.20
Monthly		4,262.65	4,475.47	4,699.07	4,934.80	5,180.93
Annual		51,151.78	53,705.60	56,388.80	59,217.60	62,171.20
<b>Maintenance Worker III (FBEO)</b>						
Hourly		25.83	27.12	28.48	29.90	31.40
Bi-Weekly		2,066.11	2,169.60	2,278.40	2,392.00	2,512.00
Monthly		4,476.58	4,700.80	4,936.53	5,182.67	5,442.67
Annual		53,718.91	56,409.60	59,238.40	62,192.00	65,312.00
<b>Maintenance Worker IV (FBEO)</b>						
Hourly		27.10	28.46	29.88	31.37	32.94
Bi-Weekly		2,168.11	2,276.80	2,390.40	2,509.60	2,635.20
Monthly		4,697.58	4,933.07	5,179.20	5,437.47	5,709.60
Annual		56,370.91	59,196.80	62,150.40	65,249.60	68,515.20
<b>Maintenance Worker Lead (FBEO)</b>						
Hourly		29.80	31.29	32.85	34.49	36.21
Bi-Weekly		2,384.35	2,503.20	2,628.00	2,759.20	2,896.80
Monthly		5,166.10	5,423.60	5,694.00	5,978.27	6,276.40
Annual		61,993.15	65,083.20	68,328.00	71,739.20	75,316.80
<b>Mechanic (FBEO)</b>						
Hourly		27.78	29.17	30.63	32.16	33.77
Bi-Weekly		2,222.78	2,333.60	2,450.40	2,572.80	2,701.60
Monthly		4,816.03	5,056.13	5,309.20	5,574.40	5,853.47
Annual		57,792.38	60,673.60	63,710.40	66,892.80	70,241.60
<b>Office Assistant (Temporary Position)</b>						
Hourly		20.00	21.00	22.05	23.15	24.31
<b>Operations Manager (Mid-Management; Non-Bargaining)</b>						
Hourly		41.79	43.88	46.07	48.37	50.79
Bi-Weekly		3,343.15	3,510.40	3,685.60	3,869.60	4,063.20
Monthly		7,243.50	7,605.87	7,985.47	8,384.13	8,803.60
Annual		86,921.95	91,270.40	95,825.60	100,609.60	105,643.20
<b>Operations Supervisor (FBEO)</b>						
Hourly		36.28	38.10	40.01	42.01	44.11
Bi-Weekly		2,902.51	3,048.00	3,200.80	3,360.80	3,528.80
Monthly		6,288.78	6,604.00	6,935.07	7,281.73	7,645.73
Annual		75,465.31	79,248.00	83,220.80	87,380.80	91,748.80
<b>Planning Technician (FBEO)</b>						
Hourly		25.61	26.89	28.23	29.64	31.12
Bi-Weekly		2,048.98	2,151.20	2,258.40	2,371.20	2,489.60
Monthly		4,439.45	4,660.93	4,893.20	5,137.60	5,394.13
Annual		53,273.38	55,931.20	58,718.40	61,651.20	64,729.60

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

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				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Police Captain (Mid-Management; Non-Bargaining)</b>								
Hourly				63.46	66.63	69.96	73.46	77.13
Bi-Weekly				5,076.83	5,330.40	5,596.80	5,876.80	6,170.40
Monthly				10,999.60	11,549.20	12,126.40	12,733.07	13,369.20
Annual				131,997.47	138,590.40	145,516.80	152,796.80	160,430.40
<b>Police Chief (Executive; At Will)</b>								
Hourly				74.68	78.42	82.34	86.46	90.78
Bi-Weekly				5,974.75	6,273.60	6,587.20	6,916.80	7,262.40
Monthly				12,945.30	13,592.80	14,272.27	14,986.40	15,735.20
Annual				155,343.55	163,113.60	171,267.20	179,836.80	188,822.40
<b>Police Chief Executive POST (Executive; At Will)</b>								
Hourly				78.41	82.33	86.45	90.77	95.31
Bi-Weekly				6,272.80	6,586.40	6,916.00	7,261.60	7,624.80
Monthly				13,591.07	14,270.53	14,984.67	15,733.47	16,520.40
Annual				163,092.80	171,246.40	179,816.00	188,801.60	198,244.80
<b>Police Sergeant Intermediate POST (FBPA)</b>								
Hourly				48.13	50.54	53.07	55.72	58.51
Bi-Weekly				3,850.65	4,043.20	4,245.60	4,457.60	4,680.80
Monthly				8,343.07	8,760.27	9,198.80	9,658.13	10,141.73
Annual				100,116.88	105,123.20	110,385.60	115,897.60	121,700.80
<b>Police Sergeant Intermediate POST - Acting (FBPA, Temporary)</b>								
Hourly				48.13	50.54	53.07	55.72	58.51
Bi-Weekly				3,850.65	4,043.20	4,245.60	4,457.60	4,680.80
Monthly				8,343.07	8,760.27	9,198.80	9,658.13	10,141.73
Annual				100,116.88	105,123.20	110,385.60	115,897.60	121,700.80
<b>Police Sergeant Advance POST (FBPA)</b>								
Hourly				50.89	53.44	56.11	58.92	61.87
Bi-Weekly				4,071.30	4,275.20	4,488.80	4,713.60	4,949.60
Monthly				8,821.15	9,262.93	9,725.73	10,212.80	10,724.13
Annual				105,853.84	111,155.20	116,708.80	122,553.60	128,689.60
<b>Police Officer Basic POST (FBPA)</b>								
Hourly				37.60	39.48	41.45	43.52	45.70
Bi-Weekly				3,008.33	3,158.40	3,316.00	3,481.60	3,656.00
Monthly				6,518.06	6,843.20	7,184.67	7,543.47	7,921.33
Annual				78,216.70	82,118.40	86,216.00	90,521.60	95,056.00
<b>Police Officer Intermediate POST (FBPA)</b>								
Hourly				39.48	41.46	43.53	45.71	48.00
Bi-Weekly				3,158.66	3,316.80	3,482.40	3,656.80	3,840.00
Monthly				6,843.77	7,186.40	7,545.20	7,923.07	8,320.00
Annual				82,125.20	86,236.80	90,542.40	95,076.80	99,840.00

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective August 1, 2024  
 Confirms Salary Rate/Ranges for All City of Fort Bragg classifications  
 Reflecting FBPA MOU 4% COLA and FBPA Ordinance 672 pay adjustments

					Step 1	Step 2	Step 3	Step 4	Step 5
<b>Police Officer Advance POST (FBPA)</b>									
Hourly					41.42	43.49	45.66	47.94	50.34
Bi-Weekly					3,313.49	3,479.20	3,652.80	3,835.20	4,027.20
Monthly					7,179.23	7,538.27	7,914.40	8,309.60	8,725.60
Annual					86,150.71	90,459.20	94,972.80	99,715.20	104,707.20
<b>Police Recruit (1040 hours; FBPA)</b>									
Hourly					29.87				
<b>Police Transport Officer (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)</b>									
Hourly					28.56				
<b>Public Information Coordinator (Confidential; Non-Bargaining)</b>									
Hourly					28.79	30.23	31.74	33.33	35.00
Bi-Weekly					2,303.57	2,418.40	2,539.20	2,666.40	2,800.00
Monthly					4,991.06	5,239.87	5,501.60	5,777.20	6,066.67
Annual					59,892.77	62,878.40	66,019.20	69,326.40	72,800.00
<b>Recreation Coordinator (CV Starr; Non-Bargaining)</b>									
Hourly					24.26	25.47	26.75	28.08	29.49
Bi-Weekly					1,940.80	2,037.84	2,139.73	2,246.72	2,359.05
Monthly					4,205.07	4,415.32	4,636.09	4,867.89	5,111.29
Annual					50,460.80	52,983.84	55,633.03	58,414.68	61,335.42
<b>Recreation Instructor I (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)</b>									
Hourly					21.00				
<b>Recreation Instructor II (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)</b>									
Hourly					23.00				
<b>Recreation Instructor III (CV Starr;Part-time,1000 Max Annual Hours, Non-Bargaining)</b>									
Hourly					25.00				
<b>Recreation Supervisor (CV Starr; Non-Bargaining)</b>									
Hourly					30.00	31.50	33.08	34.73	36.47
Bi-Weekly					2,400.00	2,520.00	2,646.00	2,778.30	2,917.22
Monthly					5,200.00	5,460.00	5,733.00	6,019.65	6,320.63
Annual					62,400.00	65,520.00	68,796.00	72,235.80	75,847.59
<b>Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)</b>									
Hourly					18.00				
<b>Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)</b>									
Hourly					18.00				
<b>Senior Administrative Assistant (CV Starr; Non-Bargaining)</b>									
Hourly					18.38	19.30	20.26	21.28	22.34
Bi-Weekly					1,470.40	1,543.92	1,621.12	1,702.17	1,787.28
Monthly					3,185.87	3,345.16	3,512.42	3,688.04	3,872.44
Annual					38,230.40	40,141.92	42,149.02	44,256.47	46,469.29

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective August 1, 2024

Confirms Salary Rate/Ranges for All City of Fort Bragg classifications  
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				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Senior Government Accountant (Mid-Management; Non-Bargaining)</b>								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
<b>Senior Lifeguard (CV Starr; Non-Bargaining)</b>								
Hourly				22.58	23.71	24.89	26.14	27.45
Bi-Weekly				1,806.40	1,896.72	1,991.56	2,091.13	2,195.69
Monthly				3,913.87	4,109.56	4,315.04	4,530.79	4,757.33
Annual				46,966.40	49,314.72	51,780.46	54,369.48	57,087.95
<b>Social Services Liaison-Crisis Worker (Non-Bargaining, Grant-Funded Position)</b>								
Hourly				32.59	34.22	35.93	37.73	39.62
Bi-Weekly				2,607.12	2,737.60	2,874.40	3,018.40	3,169.60
Monthly				5,648.76	5,931.47	6,227.87	6,539.87	6,867.47
Annual				67,785.12	71,177.60	74,734.40	78,478.40	82,409.60
<b>Special Investigator Basic POST (FBPA)</b>								
Hourly				39.48	41.46	43.53	45.71	48.00
Bi-Weekly				3,158.66	3,316.80	3,482.40	3,656.80	3,840.00
Monthly				6,843.77	7,186.40	7,545.20	7,923.07	8,320.00
Annual				82,125.20	86,236.80	90,542.40	95,076.80	99,840.00
<b>Special Investigator Intermediate POST (FBPA)</b>								
Hourly				41.45	43.52	45.70	47.99	50.39
Bi-Weekly				3,316.19	3,481.60	3,656.00	3,839.20	4,031.20
Monthly				7,185.08	7,543.47	7,921.33	8,318.27	8,734.27
Annual				86,220.93	90,521.60	95,056.00	99,819.20	104,811.20
<b>Special Investigator Advanced POST (FBPA)</b>								
Hourly				43.50	45.68	47.96	50.36	52.88
Bi-Weekly				3,480.02	3,654.40	3,836.80	4,028.80	4,230.40
Monthly				7,540.04	7,917.87	8,313.07	8,729.07	9,165.87
Annual				90,480.48	95,014.40	99,756.80	104,748.80	109,990.40
<b>Systems Analyst - Lead (Mid-Management; Non-Bargaining)</b>								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
<b>Systems Analyst (Confidential; Non-Bargaining)</b>								
Hourly				30.93	32.47	34.09	35.79	37.58
Bi-Weekly				2,474.11	2,597.60	2,727.20	2,863.20	3,006.40
Monthly				5,360.58	5,628.13	5,908.93	6,203.60	6,513.87
Annual				64,326.91	67,537.60	70,907.20	74,443.20	78,166.40

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective August 1, 2024

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				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Systems Technician (FBEO)</b>								
Hourly				23.74	24.92	26.17	27.48	28.85
Bi-Weekly				1,898.83	1,993.60	2,093.60	2,198.40	2,308.00
Monthly				4,114.14	4,319.47	4,536.13	4,763.20	5,000.67
Annual				49,369.63	51,833.60	54,433.60	57,158.40	60,008.00
<b>Treatment Plant Operator-in-Training (FBEO)</b>								
Hourly				21.09	22.15	23.26	24.42	25.64
Bi-Weekly				1,687.49	1,772.00	1,860.80	1,953.60	2,051.20
Monthly				3,656.22	3,839.33	4,031.73	4,232.80	4,444.27
Annual				43,874.69	46,072.00	48,380.80	50,793.60	53,331.20
<b>Treatment Plant Operator I (FBEO)</b>								
Hourly				26.17	27.48	28.85	30.29	31.80
Bi-Weekly				2,093.86	2,198.40	2,308.00	2,423.20	2,544.00
Monthly				4,536.69	4,763.20	5,000.67	5,250.27	5,512.00
Annual				54,440.26	57,158.40	60,008.00	63,003.20	66,144.00
<b>Treatment Plant Operator II (FBEO)</b>								
Hourly				27.50	28.87	30.31	31.83	33.42
Biweekly				2,199.94	2,309.60	2,424.80	2,546.40	2,673.60
Monthly				4,766.53	5,004.13	5,253.73	5,517.20	5,792.80
Annual				57,198.34	60,049.60	63,044.80	66,206.40	69,513.60
<b>Treatment Plant Operator - Wastewater, Lead (FBEO)</b>								
Hourly				31.62	33.20	34.86	36.60	38.43
Biweekly				2,529.60	2,656.00	2,788.80	2,928.00	3,074.40
Monthly				5,480.80	5,754.67	6,042.40	6,344.00	6,661.20
Annual				65,769.60	69,056.00	72,508.80	76,128.00	79,934.40
<b>Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)</b>								
Hourly				33.20	34.86	36.60	38.43	40.35
Biweekly				2,656.08	2,788.80	2,928.00	3,074.40	3,228.00
Monthly				5,754.84	6,042.40	6,344.00	6,661.20	6,994.00
Annual				69,058.08	72,508.80	76,128.00	79,934.40	83,928.00





# City of Fort Bragg

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

File Number: 24-956

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**Agenda Date:** 9/23/2024

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Report

**Agenda Number:** 5G.

Receive and Approve Workplace Violence Prevention Program and Authorize City Manager to Update and Administer

**CITY OF FORT BRAGG  
WORKPLACE VIOLENCE  
PREVENTION PROGRAM**

**ABSTRACT**

This program outlines how the City of Fort Bragg will protect its employees and prevent workplace violence within spaces under its controls.

**DRAFTED 05/31/2024**

# Workplace Violence Prevention Program for City of Fort Bragg

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# Workplace Violence Prevention Program for City of Fort Bragg

## PURPOSE

The purpose of the Workplace Violence Prevention Program (WVPP) is to ensure that the City of Fort Bragg provides its employees and members of the public with a place to conduct the business of this organization free of threats, threat of violence, intimidation, harassment, and acts of violence. It shall be the policy of the City of Fort Bragg to take appropriate actions to protect, as fully as possible, all employees of the organization and members of the public from acts of violence, threats, intimidation, and harassment that may occur during the performance of job duties. The City of Fort Bragg shall also take action, including involving state or local law enforcement and pursuing prosecution through judicial or other appropriate administrative remedies, when such incidents occur.

This program does not apply to employees who are teleworking from a location of their choice, which is not under the control of the City of Fort Bragg.

## DEFINITIONS

- **Emergency** - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.
- **Engineering controls** - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.
- **Log** - The Violent Incident Log required by [LC section 6401.9](#).
- **Plan** - The workplace violence prevention plan required by [LC section 6401.9](#).
- **Threat of violence** - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.
- **Workplace violence** - Any act of violence or threat of violence that occurs in a place of employment.  
**Workplace violence** includes, but is not limited to, the following:
  - The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
  - An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
  - The following four workplace violence types:
    - **Type 1 violence** - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.
    - **Type 2 violence** - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.
    - **Type 3 violence** - Workplace violence against an employee by a present or former employee, supervisor, or manager.
    - **Type 4 violence** - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.
  - **Workplace violence** does not include lawful acts of self-defense or defense of others.
- **Work practice controls** - Procedures and rules that are used to effectively reduce workplace

# Workplace Violence Prevention Program for City of Fort Bragg

violence hazards.

## RESPONSIBILITIES

The City of Fort Bragg is responsible for ensuring the implementation of an effective WVPP for their City of Fort Bragg personnel. The City of Fort Bragg will not ignore, condone, or tolerate threats of violence or workplace violence by any employee, appointed or elected official, volunteer, contractor, client, or visitor. We recognize that the responsibility for this program is shared, and responsibility has been assigned as follows:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Isaac Whippy	City Manager	<b>Overall responsibility for the plan;</b> <i>approves the final plan and any major changes.</i>	707-961-2829 Ext 102	iwhippy@fortbragg.com
Juli Mortensen	HR Manager	<b>Responsible for employee involvement and training;</b> <i>organizes safety meetings, updates training materials, and handles any reports of workplace violence.</i>	707-961-1694 Ext 105	jmortensen@fortbragg.com
John Smith	Public Works Director	<b>Responsible for emergency response, hazard identification, and coordination with other employers;</b> <i>conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.</i>	707-961-2823 Ext 136	jsmith@fortbragg.com

In addition, all locations for the City of Fort Bragg are required to maintain a WVPP in addition to the Injury and Illness Prevention Program (IIPP) as required by [Cal/OSHA Title 8 Section 3203](#) and [§6401.9](#). A copy of this program is physically available at City Hall 416 N. Franklin St., Fort Bragg, CA 95437 and is distributed to each employee electronically in a safety binder by the Human Resources Department.

**Manager/Supervisor**—Managers and supervisors are responsible for ensuring compliance with the provisions of this WVPP. As managers/supervisors are representatives of the City of Fort Bragg, they will ensure that many of the elements described in this plan are implemented as directed by leadership and HR. Some of these responsibilities include:

- Implementing the program in their work areas;
- Providing input to the Administrator regarding the program;
- Participating in investigations of workplace violence reports; and
- Answering employee questions concerning this program.

**Employee** - Employees are expected to act professionally, courteously, and responsibly at all times. Responsibilities include:

# Workplace Violence Prevention Program for City of Fort Bragg

- Complying with the program;
- Maintaining a violence-free work environment;
- Attending all training;
- Following all directives, policies, and procedures; and
- Reporting suspicious persons in the area and alerting the proper authorities when necessary.

## EMPLOYEE ACTIVE INVOLVEMENT

The City of Fort Bragg has and will seek the active involvement of employees and authorized employee representatives in developing and implementing this plan through one or more of the following items:

- Participating in scheduled safety meetings with employees and their representatives to discuss the identification of workplace violence-related concerns/hazards, evaluate those hazards and/or concerns, and how to correct them. These meetings may involve brainstorming sessions, discussions of recent incidents, and reviews of safety procedures.
- Encouraging employees to participate in designing and implementing training programs and incorporating suggestions into training materials. For example, an employee might suggest a new training scenario based on a recent incident.
- Employees are surveyed for their input and concerns associated with workplace violence program.

Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. The plan shall be in effect at all times, in all work areas, and be specific to the hazards and corrective measures for each work area and operation.

## COMPLIANCE

The City of Fort Bragg is committed to ensuring that all safety and health policies and procedures involving workplace violence prevention are clearly communicated and understood by all employees. All employees are responsible for employing safe work practices, following all directives, policies, and procedures, and assisting in maintaining a safe, healthy, and secure work environment. Our system of ensuring that all employees, including supervisors and managers, comply with work practices that are designed to make the workplace more secure and do not engage in threats or physical actions that create a security hazard for others in the workplace include:

1. Training employees, supervisors, and managers as to the provisions of the City of Fort Bragg's WVPP when hired and periodically thereafter through memos, email, staff meetings, and training.
2. Providing training and/or Employee Assistance Program (EAP) services to employees whose compliance is deficient with the WVPP.
3. Disciplining employees for failure to comply with WVPP in accordance with the City of Fort Bragg's disciplinary process, as found in the personnel policy.
4. Providing employees with access to this written WVPP.

Additionally, employees will not be threatened with adverse action or retaliated against in any way if they refuse to report to or leave a workplace or worksite because they have a reasonable belief that it is unsafe. Employees who state they are not coming to work because they don't feel it's safe will need to explain the threat in detail so the City of Fort Bragg can investigate and take corrective actions.

Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety.

# Workplace Violence Prevention Program for City of Fort Bragg

## COMMUNICATION

We recognize that open, two-way communication between our management team, staff, and other employers about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees and consists of one or more of the following:

- New employee orientation that includes workplace violence prevention policies and procedures
- Periodic annual review of our WVPP with all employees
- Training programs to address specific aspects of workplace violence prevention and security unique to our location, such as the following: Workplace Violence Prevention via Vector Solutions.
  - You can reach out to the Human Resource Department for more information
- Posting and distributing workplace violence prevention information
- Reporting workplace violence/security hazards or threats of violence (speak with your supervisors first; if that isn't possible, speak with Human Resources)
- Effective communication between employees, managers, and supervisors about security and violence concerns, including translation where appropriate
- Protecting employees who report incidents of workplace violence from retaliation by the person making the threats
  - The City of Fort Bragg will immediately take the appropriate action, such as removing the person making the threats from the work area until the situation is resolved. For serious threats or acts of violence, Security and/or local law enforcement will be called via 707-961-2800 or 911.
- A system for workers to anonymously inform management about workplace security and violence concerns [Submit anonymously to City Manager's upstairs INBOX](#).
- Addressing security issues at our workplace violence prevention and/or team meetings

## WORKPLACE VIOLENCE INCIDENT PROCEDURE & REPORTING

### Responding to Actual or Potential Workplace Violence Emergencies

In the event of an actual or potential workplace violence emergency, The City Manager or his/her designee will alert employees of the presence, location, and nature of the workplace violence through the following methods:

- **Fire alarm, phone, email.**

When any employee becomes aware of an actual or potential workplace violence emergency, they shall notify the City of Fort Bragg Police Department and their supervisor.

Evacuation routes and sheltering locations will be communicated to affected staff. If employees are not able to evacuate or shelter in place, they are authorized to take all reasonable actions necessary to fight or subdue an active shooter or assailant.

Employees can obtain help from staff assigned to respond to workplace violence emergencies such as security personnel or by calling the following number: . If no security personnel are located at the worksite, employees shall call 911 to report the incident and request assistance from law enforcement.

### Emergencies and Reporting a Crime

# Workplace Violence Prevention Program for City of Fort Bragg

For immediate assistance in an emergency that is not associated with a service call, contact emergency services or law enforcement by calling 911. For immediate assistance in an emergency associated with a service call in progress, follow internal procedures for requesting immediate backup assistance by notifying local law enforcement. Employees should also notify their supervisor, manager, and the Administrator as soon as possible.

## Reporting Workplace Violence Concerns

Employees who witness or experience threats of violence or workplace violence can report the incident through their chain of command or directly to Human Resources. Employees may report anonymously and without fear of reprisal by submitting the incident in writing through interoffice mail.

## Restraining Orders

Employees or other personnel affiliated with the City of Fort Bragg who have an active restraining order issued against another person that includes the workplace are encouraged to provide a copy of the restraining order to their supervisor and the Administrator. Supervisors who receive notification of a restraining order that includes the workplace will meet with the Administrator to decide what actions, if any, need to be initiated.

## HAZARD IDENTIFICATION AND EVALUATION

The City of Fort Bragg will perform workplace hazard assessment for workplace security in the form of periodic inspections. Periodic inspections to identify and evaluate workplace security hazards and threats of workplace violence are performed by the following observer(s) in the following areas of our workplace:

Observer Name:	Area:
Public Works Director	City Hall and other public facilities



# Workplace Violence Prevention Program for City of Fort Bragg

The “Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist” (Attachment D) can be used to assist with the security assessment. Inspections are performed according to the following schedule:

- Frequency : annual
- Upon initial establishment of a WVPP
- When new, previously unidentified security hazards are recognized
- When occupational injuries or threats of injury occur

Additionally, the City of Fort Bragg will review all submitted/reported concerns of potential hazards, which may trigger an inspection. These submittals/reports could originate from a variance sources, including the system the City of Fort Bragg has implemented for employees and authorized employee representatives to anonymously inform management about workplace violence hazards of threats of violence without fear of reprisal/retaliation. Examples of reporting sources:

- Direct reports to supervisors, manager, or HR
- Voicemail/email/text messages

Periodic inspections for security hazards consist of the identification and evaluation of workplace security hazards as well as changes in workplace practices, which may require an assessment for more than one type of workplace violence. The following table lists what hazards should be included when assessing different types of workplace violence.

Inspection	Workplace Security Hazards Include Assessing:
<p><b>Type I</b></p> <p><i>(Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches)</i></p>	<ul style="list-style-type: none"> <li>• The exterior and interior of the workplace for its attractiveness to robbery or other criminal acts.</li> <li>• The need for security surveillance measures, such as mirrors or cameras.</li> <li>• Posting of signs notifying the public that limited cash is kept on the premises.</li> <li>• Procedures for employee response during a robbery or other criminal act.</li> <li>• Procedures for reporting suspicious persons or activities.</li> <li>• Posting emergency telephone numbers for law enforcement, fire, and medical services, where employees have access to a telephone with an outside line.</li> <li>• Limiting the amount of cash on hand and using safes for large amounts of cash, or armor car pickup.</li> <li>• Building alarm systems and Crime Prevention through Environmental Design.</li> <li>• Other: Including landscaping, lighting, ingress/egress, and building design</li> </ul>
<p><b>Type II</b></p> <p><i>(Workplace violence directed at employees by customers, clients, patients, students,</i></p>	<ul style="list-style-type: none"> <li>• Access to, and freedom of movement within, the workplace.</li> <li>• Adequacy of workplace security systems, such as door locks, security windows, physical barriers, and restraint systems.</li> <li>• Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.</li> <li>• Employee’s skill in safely handling threatening or hostile service</li> </ul>

# Workplace Violence Prevention Program for City of Fort Bragg

<p><i>inmates, or visitors.)</i></p>	<p>recipients.</p> <ul style="list-style-type: none"> <li>• Effectiveness of systems and procedures to warn others of a security danger or to summon assistance, e.g., alarms or panic buttons.</li> <li>• Use work practices such as "buddy" systems for specified emergency events.</li> <li>• The availability of employee's posted escape routes</li> </ul>
<p><b>Type III</b></p> <p><i>(Workplace violence against an employee by a present or former employee, supervisor, or manager.)</i></p>	<ul style="list-style-type: none"> <li>• How effectively our establishment's workplace violence prevention policy has been communicated to employees, supervisors, or managers.</li> <li>• How effectively our establishment's management and employees communicate with each other.</li> <li>• Our employees', supervisors', and managers' knowledge of the warning signs of potential workplace violence.</li> <li>• Access to, and freedom of movement within, the workplace by non-employees, including former employees or persons with whom one of our employees is having a dispute.</li> <li>• Frequency and severity of worker reports of incidents of physical or verbal abuse by managers, supervisors or other employees.</li> <li>• Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.</li> <li>• Employee progressive disciplinary procedures</li> </ul>
<p><b>Type IV</b></p> <p><i>(Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.)</i></p>	<ul style="list-style-type: none"> <li>• How effectively our establishment's workplace violence prevention policy has been communicated to employees, supervisors, or managers.</li> <li>• How effectively our establishment's management and employees communicate with each other.</li> <li>• Our employees', supervisors' and managers' knowledge of the warning signs of potential workplace violence.</li> <li>• Access to, and freedom of movement within, the workplace by non-employees, including former employees or persons with whom one of our employees is having a dispute.</li> <li>• Frequency and severity of worker reports of incidents of physical or verbal abuse by managers, supervisors or other employees.</li> <li>• Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.</li> </ul>

## INCIDENT INVESTIGATION

We have established the following policy for investigating incidents of workplace violence. Our procedures for investigating incidents of workplace violence, which include threats and acts of violence, consist of:

- Visiting the scene of an incident as soon as possible.
- Interviewing involved employees and witnesses.
- Reviewing security footage of existing security cameras, if applicable.
- Examining the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.

# Workplace Violence Prevention Program for City of Fort Bragg

- Determining instigating or causative factors of the incident.
- Taking corrective action to prevent similar incidents from occurring.
- Reviewing all previous incidents.
- Recording the findings and ensuring corrective actions are taken.
- Obtaining any reports completed by law enforcement.

The “Workplace Violence Incident Log” (Attachment A) will be used for every workplace violence incident. Staff who are charged with completing this log will take every effort to ensure that no personal identifying information is recorded or documented in the written investigation report. This includes information that would reveal identification of any person(s) involved in a violent incident, such as names, addresses, email addresses, telephone numbers, social security numbers, or other information that, alone or in combination with other publicly available information, would reveal a person’s identity.

The log will be used to capture:

- The date, time, and location of the incident.
- The workplace violence type or types involved in the incident.
- A detailed description of the incident.
- A description of each individual who committed the act(s) of violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, co-worker, supervisor or manager, partner or spouse, parent or relative, or other.
- A description of circumstances at the time of the incident, including, but not limited to, whether the victim was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
- A description of where the incident occurred, such as in the workplace, parking lot, or other area outside the workplace.
- A classification of the type of incident, including, but not limited to, whether it involved any of the following:
  - Physical attack without a weapon such as biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, spitting, or other attack.
  - Attack with a weapon or object such as a firearm, knife, or other object.
  - Threat of physical force or threat of the use of a weapon or other object.
  - Sexual assault or threat, including rape, attempted rape, physical display, or any other unwanted verbal or physical sexual contact.
  - Animal attack.
  - Other.
- A description of the consequences of the incident, including, but not limited to:
  - Whether security or law enforcement was contacted and a description of their response.
  - Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
  - Information about the person completing the log, including their name, job title, and the date completed.

## HAZARD CORRECTION

Work practice controls will be used to correct unsafe work conditions, practices, or procedures that threaten the security of employees.

Work practice controls are defined as procedures, rules, and staffing that are used to effectively reduce workplace violence hazards. Work practice controls may include, but are not limited to:

- Appropriate staffing levels;

# Workplace Violence Prevention Program for City of Fort Bragg

- Provision of dedicated safety personnel (i.e. security guards);
- Employee training on workplace violence prevention methods; and
- Employee training on procedures to follow in the event of a workplace violence incident.

Corrective actions will be implemented in a timely manner based on the severity of the hazard, documented, and dated.

If an imminent hazard exists that cannot be immediately abated without endangering worker(s) and/or property, all exposed workers will be removed from the situation except those necessary to correct the existing condition. Workers who are necessary to correct the hazardous conditions will be provided with the necessary protection.

The following tables provide sample corrective actions that can be implemented.

Type	Corrective Measure
<p><b>Type I</b></p> <p><i>(Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches)</i></p>	<ul style="list-style-type: none"> <li>• Make the workplace unattractive to robbers and other criminal acts.</li> <li>• Improve lighting around and at the workplace.</li> <li>• Provide emergency buttons to workers and install emergency alarms at the workplace.</li> <li>• Establish a safe room with a lockable door.</li> <li>• Utilize security guards and surveillance measures such as cameras or mirrors to monitor the exterior and interior workplace.</li> <li>• Follow reporting procedures for notifying designated employees of suspicious persons or activities.</li> <li>• Post emergency telephone numbers for law enforcement, fire, and medical services where employees have access to a telephone with an outside line.</li> <li>• Post signs to notify the public that limited cash is kept on the premises.</li> <li>• Limit cash on hand and use time-access safes and armored car services for large amounts of cash.</li> <li>• Provide training on emergency action procedures for employees, supervisors, and managers.</li> <li>• Use alarm systems and access control systems.</li> <li>• Apply Crime Prevention through Environmental Design practices.</li> </ul>
<p><b>Type II</b></p> <p><i>(Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.)</i></p>	<ul style="list-style-type: none"> <li>• Control access to the workplace and freedom of movement within it, consistent with the City of Fort Bragg's necessity.</li> <li>• Ensure adequate workplace security/access control systems, such as door locks, security windows, physical barriers, and restraint systems.</li> <li>• Provide worker training in recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.</li> <li>• Place effective systems to warn others of a security danger or to summon assistance, e.g., alarms or panic buttons.</li> <li>• Provide procedures for a "buddy" system for specified emergency events.</li> <li>• Ensure adequate emergency escape routes.</li> </ul>
<p><b>Type III &amp; Type IV</b></p>	<ul style="list-style-type: none"> <li>• Communicate effectively the City of Fort Bragg's workplace violence prevention policy to all employees, supervisors, and managers.</li> <li>• Improve the effectiveness with which our establishment's management and employees communicate with each other.</li> </ul>

# Workplace Violence Prevention Program for City of Fort Bragg

<p><i>(Type III - Workplace violence against an employee by a present or former employee, supervisor, or manager.)</i></p> <p><i>(Type VI - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.)</i></p>	<ul style="list-style-type: none"> <li>• Increase employees, supervisors', and managers' awareness of the warning signs of potential workplace violence.</li> <li>• Control access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.</li> <li>• Provide counseling to employees, supervisors, or managers who exhibit behavior that represents strain or pressure, which may lead to physical or verbal abuse of co-workers.</li> <li>• Ensure all reports of violent acts, threats of physical violence, verbal abuse, property damage, or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation by the aggressor.</li> <li>• Ensure worker disciplinary and discharge procedures address the potential for workplace violence.</li> <li>• Apply crime prevention measures through environmental design and administrative measures, including, but not limited to:             <ul style="list-style-type: none"> <li>○ Well-lighted areas</li> <li>○ Security/controlled access to work area</li> <li>○ Requirement for employees to visibly display employee ID badge at all times while in a Department facility</li> <li>○ Utilization of code words (recognized by co-workers) to indicate help is needed</li> <li>○ Visitor sign-in</li> <li>○ Visitor badges</li> <li>○ Well-lighted parking lots and area surrounding the building</li> <li>○ Buddy system for walking to car or locations away from the building</li> <li>○ Security cameras</li> <li>○ Bullet-resistant glass</li> <li>○ Mounted area mirrors</li> <li>○ Onsite security guards</li> <li>○ Eliminate hiding places in areas surrounding the building, i.e. overgrown shrubs, dark areas</li> <li>○ Panic buttons</li> <li>○ Locks on restroom doors</li> <li>○ Removal of sharp objects from view that could be used as a weapon (offices with public access)</li> <li>○ Caller ID on phones</li> <li>○ Field staff check in (cell phones)</li> <li>○ Cash locked in vault or secure safe</li> <li>○ Other: [expand/adjust as appropriate]</li> </ul> </li> </ul>
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### **Critical Post-Incident Follow Up**

It is important to follow up after an incident has occurred and corrective actions are implemented. This includes checking the status of affected employees and reviewing the effectiveness of both current and recently selected corrective actions.

#### **Short-term:**

- Contact each affected employee – whether or not the employee is on or off duty – to inquire

# Workplace Violence Prevention Program for City of Fort Bragg

regarding their current status and need for mental health intervention, as well as to assess the need for work accommodation or work site adjustment, within two days of the incident. Additional follow-ups should be conducted one week following the incident, and a follow-up two weeks following the incident will be made at the discretion of the HR and immediate supervisor.

- In partnership with mental health professionals, provide critical incident debriefing to affected and potentially affected employees within two days of the incident.
- Offer an opportunity for subsequent critical incident debriefings for affected employees within two weeks of the incident.
- Assign a liaison to provide emotional support to victims' families and to assist in City of Fort Bragg-related matters.

## Long-term:

- Ensure the recovery of the most affected personnel is monitored.
- Provide training or assistance for Managers and Supervisors for supporting employees' return-to-work experiences, including being sensitive to employees' grief reactions around anniversaries of the event, holidays, and criminal justice/civil proceedings.
- Consider the need for follow-up debriefing.
- Consult with appropriate mental health professionals to provide support to employees who continue to experience severe or persistent difficulties two weeks following the incident.
- Establish a liaison to assist victims and their families in the City of Fort Bragg resources and benefits to which they are entitled.
- Conduct an assessment of the department's response to the incident. Discuss any modifications to the procedures with appropriate City of Fort Bragg staff and incorporate beneficial changes into the program.

## TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will be provided training and instruction on general and job-specific workplace violence practices. These sessions may include presentations, discussions, and practical exercises. Training and instruction will be provided as follows:

- Upon the establishment of a WVPP
- During the onboarding period for new employees
- Annually to all employees to ensure understanding of and compliance with the plan
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan (training may be targeted in scope to specifically address the new workplace violence hazard or changes to the plan)

The City of Fort Bragg will provide its employees with training and instruction on the definitions listed in this plan, in addition to the training topics listed below:

- Specific WVPP and crime-prevention training for the City of Fort Bragg's Crime/WVPP Administrator to develop and maintain the policies and procedures
- Explanation of the WVPP, including measures for reporting any violent acts or threats of violence
- Key definitions associated with this program
- Instructions for reporting violent incidents or concerns to the organization and/or law enforcement without fear of reprisal
- Recognition of workplace security hazards unique to employee's jobs and the corrective measures the organization has implemented
- The completion of the **Workplace Violence Incident Log (Attachment A)** and instructions for

# Workplace Violence Prevention Program for City of Fort Bragg

- obtaining copies of the log
- Training for identifying risk factors associated with the four types of workplace violence
- Measures to prevent workplace violence, including procedures for reporting workplace security hazards or threats to managers and supervisors
- Strategies for defusing hostile or threatening situations
- Training for recognizing alerts, alarms, or other warnings about emergency conditions and identifying escape routes/locations for sheltering
- Measures to summon others for assistance
- Routes of escape
- Disclosure of emergency medical care to be provided in the event of a violent act towards an employee
- Post-event trauma counseling for employees desiring such assistance

## EMPLOYEE ACCESS to the WVPP

The City of Fort Bragg ensures the WVPP plan shall be formalized in writing and be made easily available and accessible to employees and authorized employee representatives. This includes the following:

- Whenever an employee or designated representative requests a copy of the written WVPP, we will provide the requester with a printed copy of the WVPP, unless the employee or designated representative agrees to receive an electronic copy.
- We will provide unobstructed access through a City of Fort Bragg server or website, which allows employees to review, print, and email the current version of the written WVPP.  
**Unobstructed access** means the employee, as part of their regular work duties, predictably and routinely uses electronic means to communicate with management or co-employees.

## RECORDKEEPING

An effective recordkeeping system helps in selecting the appropriate level of controls to prevent the recurrence of violent incidents and in determining appropriate training. Records should be kept up-to-date and will be maintained in accordance with the following retention schedule:

1. Records of workplace violence hazard identification, evaluation, and correction shall be created and maintained for a minimum of five years.
2. Training records shall be created and maintained for a minimum of one year and include: training dates; contents and/or a summary of the training sessions; names and qualifications of persons conducting the training; and names and job titles of all persons attending each training session.
3. Violent incident logs required by subdivision (d) of [California Labor Code \(LC\) 6401.7 and LC 6401.9](#) shall be maintained for a minimum of five years.
4. Records of workplace violence incident investigations conducted pursuant to subparagraph (K) of paragraph (2) of subdivision (c) shall be maintained for a minimum of five years. These records shall not contain “medical information,” as defined in subdivision (j) of [Section 56.05 of the Civil Code](#).
5. All records required by this subdivision shall be made available to the Division of Occupational Safety and Health upon request for examination and copying.

# Workplace Violence Prevention Program for City of Fort Bragg

All records required by paragraphs (1) to (3), inclusive, shall be made available to employees and their representatives, upon request and without cost, for examination and copying within 15 calendar days of a request.

## PROGRAM REVIEW

The City of Fort Bragg WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.
- As needed.

To obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness, review and revision of the WVPP will include the procedures listed in the "EMPLOYEE ACTIVE INVOLVEMENT" section of this WVPP. Additionally, the following actions will take place during each review:

- Review of incident investigations and the Violent Incident Log
- Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable)
- Review of established risk mitigation policies/procedures to ensure violent risks are being properly identified, evaluated, and corrected, with any necessary revisions implemented promptly and communicated to all employees



# Workplace Violence Prevention Program for City of Fort Bragg

## PROGRAM HISTORY

Action	Date	Notes
Drafted	06/01/2024	WVPP is drafted
Reviewed	TBA	
Implemented	TBA	

# Workplace Violence Prevention Program for City of Fort Bragg

## EMPLOYEE ACKNOWLEDGMENT FORM

I, \_\_\_\_\_ (*print name*), hereby acknowledge that I have received, read, and understand the City of Fort Bragg Workplace Violence Prevention Program. I agree to conform to all the City of Fort Bragg directives, policies, and procedures described in this program. I understand that my failure to follow these can result in disciplinary action as outlined in the employee handbook. I further understand that:

- It is my responsibility to comply with this program and aid in maintaining a violence-free work environment through attending required training and;
- I am encouraged to report suspicious persons in the area to my immediate supervisor and alerting the proper authorities when necessary.

\_\_\_\_\_  
**(Signature of Employee)**

**(Date)**

\_\_\_\_\_  
**(Signature of Supervisor)**

**(Date)**

# Workplace Violence Prevention Program for City of Fort Bragg

## ATTACHMENT A: Workplace Violence Incident Log

GREEN BOXES ARE PERSON  
COMPLETING LOG

LOG ENTRY DATE	NAME	JOB TITLE	PHONE/ EMAIL	INCIDENT DATE	BRIEF INCIDENT DESCRIPTION	NAME OF PERSON COMMITTING ACT	CLASSIFICATION OF EMPLOYEE WHO COMMITTED ACT	CIRCUMSTANCES SURROUNDING EMPLOYEE	VIOLENCE TYPE AND DETAIL

# Workplace Violence Prevention Program for City of Fort Bragg

## ATTACHMENT B: Workplace Violence Prevention Incident Report Form

Part I through Part VI should be completed by the designated person based on information provided by the employee(s) involved in the incident. If any of this information includes private/sensitive data, please maintain confidentiality of affected parties/employees and handle information according to Human Resource protocols.

### PART I - NATURE OF INCIDENT - (check all that apply)

- |   |  |                                       |
|---|--|---------------------------------------|
| <input type="checkbox"/> Behavioral Observation | <input type="checkbox"/> Physical with Injury    | <input type="checkbox"/> Written      |
| <input type="checkbox"/> Electronic             | <input type="checkbox"/> Physical without Injury | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Harassment             | <input type="checkbox"/> Threat                  | _____                                 |
| <input type="checkbox"/> Information Only       | <input type="checkbox"/> Verbal                  |                                       |

Date of incident: \_\_\_\_\_

Approximate Time: \_\_\_\_\_  AM  PM

### PART II – INCIDENT DIRECTED AT

Person(s):  
\_\_\_\_\_  
\_\_\_\_\_

Building:  
\_\_\_\_\_

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

### PART III – INCIDENT INITIATED BY

Person(s):  
\_\_\_\_\_  
\_\_\_\_\_

Male  Female  Other Classification: \_\_\_\_\_

### PART IV – TYPE / LOCATION INCIDENT OCCURRED

1. **Type of Contact:**  In-person  Telephone  Mail  Observation  Recording  
 Electronic Mail  Fax  Other:  
\_\_\_\_\_

2. **Was the employee alone?** Yes No

3. **Location of Incident:**  Workplace  Employee Residence  Other:  
\_\_\_\_\_

Address/Location:

4. **What Type of Incident was it?**

# Workplace Violence Prevention Program for City of Fort Bragg

Type I - workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches workers with the intent to commit a crime.

Type II - workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type III - workplace violence against an employee by a present or former employee, supervisor, or manager.

Type IV - workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

**5. Were any threats made before the incident occurred?**  Yes  No

If yes, describe threat(s):

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## PART IV – TYPE / LOCATION INCIDENT OCCURRED (Cont.)

**6. Did the employee(s) ever report to the department that they were threatened, harassed, or suspicious that the attacker may become violent?**  Yes  No

**7. Was the perpetrator a stranger, client/patient, co-worker, or otherwise familiar person?**

Yes  No

**8. Was a weapon used?**  Yes  No

If yes, what type of weapon(s)?

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**9. Were there injuries?**  Yes  No

If yes, who was injured?

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

Phone: \_\_\_\_\_

Injury Description:

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

Phone: \_\_\_\_\_

Injury Description:

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---

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

Phone: \_\_\_\_\_

# Workplace Violence Prevention Program for City of Fort Bragg

Injury Description(s):

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**10. Were there witnesses(s) to the incident?**  Yes  No

If yes, who?

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

Phone: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

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

**11. Description of observation, threat, incident, or activity** *(Continue on a separate sheet if necessary)*

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**PART V - ACTION TAKEN-REPORTING**

# Workplace Violence Prevention Program for City of Fort Bragg

1. What actions did the supervisor or manager take?

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2. Law enforcement or other outside agencies contacted?  Yes  No

Agency Name:

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Case Number (if applicable):

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3. Were Employee Assistance Program (EAP) services provided?

If yes, describe:

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## PART VI – POST-INCIDENT ASSESSMENT

1. Were there any other physical injuries or psychological incidents related to this incident not previously reported?  Yes  No

If yes, describe:

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2. If a prior report to the department was made that they were threatened, harassed, or suspicious that the attacker may become violent, what actions, if any, were taken?

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3. Did the worker ever receive training in workplace violence issues?  Yes  No

If yes, describe:

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4. What were the main factors that contributed to the incident?

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# Workplace Violence Prevention Program for City of Fort Bragg

5. Was critical incident stress debriefing and post-trauma counseling services provided?

Yes  No

If yes, describe:

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6. What can be done to prevent future incidents?

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## ATTACHMENT C: Workplace Violence Prevention Program Progressive Behavior Action Guidelines

Behavior Level	Behaviors	Manager/Supervisor's Guidelines for Action
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# Workplace Violence Prevention Program for City of Fort Bragg

<b>Level I</b>	<b>The employee may:</b>	
	Show signs of increasing stress, perhaps involving negative changes in behavior	Observe, ask if the employee how they are doing, and document
	Show signs of a deterioration in work performance	Engage employee in conversation to gain insight into behavior, document
	Show signs of increasingly unkempt appearance	Carefully offer help
	Show signs of alcohol or substance abuse	Report concerns, if continuing, to next higher-level supervisor, seek consultation from your HR Team and EAP consulting services for managers/supervisors.
	Show signs of distress over personal or workplace problems	
	"act strange" or "unusual" by appearing confrontational, argumentative, stressed, anxious, withdrawn or secretive	
	Behavior is such to cause concern for person's own well-being or possibly others	
<b>Level II</b>	<b>The employee may:</b>	
	Make veiled threats to harm	Report concerns to next higher-level supervisor before any effort to engage person
	Intimidate others	Engage person in conversation, if appropriate, to gain insight into potential for violent behavior and document.
	Have a history of violent behavior and lose temper easily	Consult with next higher level of administration as follow-up
	Be chronically disgruntled, inflexible	
	Refuse to take responsibility for problems or actions	Seek consultation from your Personnel Office
	Find fault with and blame others	
	Have a deep sense of entitlement	
	Have an obsession with weapons and empathy with those who resort to violence	
<b>Behavior Level</b>	<b>Behaviors</b>	<b>Manager/Supervisor's Guidelines for Action</b>
<b>Level III</b>	<b>The employee may:</b>	
	Make blatant threats to harm others and/or destroy property	Warn those who may be in immediate danger

# Workplace Violence Prevention Program for City of Fort Bragg

	Carry a weapon on campus	Immediately report behavior to next higher-level authority and press for quick intervention
	Engage in aggressive behavior such as verbal abuse, physical "in your face" posturing	If employee is present and seriously acting- out, call 9-1-1 and ask for assistance
<b>Level IV</b>	The employee:	
	Is violent toward others or property Displays overt acts of violence or out-of- control behavior	Call 9-1-1 for immediate assistance.
		Attempt to get others out of harms' way.
	May or may not use a weapon or cause death	Inform next higher-level authority.

# Workplace Violence Prevention Program for City of Fort Bragg

## ATTACHMENT D: Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist

This checklist can help evaluate the workplace and job tasks to see what situations may place employees at risk of assault. It is not confined to a single industry or occupation but can be used for any workplace. Adapt the checklist to fit your own needs. It is very comprehensive, and not every question will apply to your workplace. Write "N/A" in the NOTES column. Add any other questions you think are important.

RISK FACTORS FOR WORKPLACE VIOLENCE			
<i>Cal/OSHA and NIOSH have identified the following risk factors that may contribute to violence in the workplace. If you have one or more of these risk factors in your workplace, there may be a potential for violence.</i>			
Question	Yes	No	Notes
Do employees have contact with the public?			
Do they exchange money with the public?			
Do they interact with visitors (such as a front desk receptionist, checkout clerk, service desk, etc.)			
Do they work alone?			
Do they work late at night or during early morning hours?			
Is the workplace often understaffed?			
Is the workplace located in an area with a high crime rate?			
Do employees enter areas with a high crime rate?			
Do they ever perform duties that could upset people (deny benefits, turn off utilities, collect debts, confiscate property, etc.)?			
Do they deal with people known or suspected to have a history of violence, special needs, mental illness?			
Do any employees or supervisors, or clients/customers have a history of assault, verbal abuse, harassment, or other threatening behavior?			
Are employees told and trained on who is responsible for security?			
Other Risk Factors (Describe):			
INSPECTING WORK AREA			
<i>You or your workplace violence/crime prevention committee should now begin a "walk around" inspection to identify potential security hazards. This inspection can tell you which hazards are already well controlled,</i>			

# Workplace Violence Prevention Program for City of Fort Bragg

*and what control measures need to be added. Not all of the following questions can be answered through simple observation. You may also need to talk to employees or investigate in other ways.*

## General Actions

Question	All Areas	Some Areas	Few Areas	No Areas	Note/Follow-up Action
Are nametags, ID cards required for employees (omitting personal information such as home address)?					
Are employees notified of past violent acts in the workplace?					
Are there trained security personnel, accessible to employees in a timely manner?					
Is there established liaison with the local police department?					
Are bullet-resistant windows or similar barriers used when money is exchanged with the public?					
Are areas where money is exchanged visible to others who could help in an emergency? (For example, you can see cash register areas from outside)?					

Other Observations:

## INSPECTING EXTERIOR BUILDING AREAS

Question	Yes	No	Notes
Do employees feel safe walking to and from the workplace?			
Are the entrances to the building clearly visible from the street?			
Is the area surrounding the building free of bushes or other hiding places?			
Is security personnel provided outside the building?			
Is video surveillance provided outside the building?			
Is there enough lighting to see clearly outside the building?			
Are all exterior walkways visible to security personnel?			

Other Observations:

## INSPECTING PARKING AREAS

Question	Yes	No	Notes
Is there a nearby parking lot reserved for employees only?			

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Is the parking lot attended or otherwise secured?			
Is the parking lot free of blind spots and is landscaping trimmed back to prevent hiding places?			
Is there enough lighting to see clearly in the parking lot and when walking to the building?			
Are security escorts or "buddy system" available to employees walking to and from the parking lot?			

Other Observations:

## SECURITY MEASURES

Question	In Place	Should Add	N/A	Notes
Physical barriers (plexiglass partitions, bullet resistant customer windows, etc.)?				
Security cameras or closed-circuit TV in high-risk areas?				
Panic buttons?				
Alarm systems?				
Door locks?				
Internal telephone system to activate emergency assistance?				
Telephones with an outside line programmed for 911?				
Two-way radios, pagers, or cellular telephones?				
Security mirrors (e.g. convex mirrors)?				
Secured entry (e.g. "buzzers")?				
Personal alarm devices?				
"Drop safes" to limit amount of cash on hand?				
Broken windows repaired promptly?				
Security systems, locks, etc. tested on a regular basis and repaired promptly when necessary?				

Other Observations:

**Checklist Completed by:**

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



# City of Fort Bragg

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

## Text File

File Number: 24-945

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**Agenda Date:** 9/23/2024

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5H.

Approve Minutes of August 12, 2024



# City of Fort Bragg

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

## Meeting Minutes City Council

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

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Monday, August 12, 2024

6:00 PM Town Hall, 363 N. Main Street and Via Video Conference

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### CALL TO ORDER

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

### PLEDGE OF ALLEGIANCE

### ROLL CALL

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

### CLOSED SESSION REPORT

None.

### AGENDA REVIEW

None.

### 1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

None.

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

- (1) Ron White, Jacob Patterson, Shelley Green, Jay.
- (2) Jacob Patterson.

### 3. STAFF COMMENTS

Chief Cervenka expressed his gratitude to the approximately 1,000 people who attended National Night Out and to all those who helped make the event a success. City Clerk Diana Sanchez provided an update on the upcoming election. With Mayor Norvell not seeking re-election, the nomination period has been extended from August 9 to August 14. So far, nomination papers have been issued to six interested candidates, and three have submitted their papers and been approved by the County Clerk. If you are interested in running, please contact Diana at [dsanchez@fortbragg.com](mailto:dsanchez@fortbragg.com)

#### **4. MATTERS FROM COUNCILMEMBERS**

Councilmember Peters expressed gratitude to both the community and staff for their role in making National Night Out a success.

Councilmember Albin-Smith provided an update on her participation in an international convention, where economic development was a key topic.

Vice Mayor Godeke echoed the positive sentiments about National Night Out, thanking everyone involved. He also reminded the community that schools will be reopening on Wednesday and urged everyone to drive carefully.

#### **5. CONSENT CALENDAR**

Councilmember Peters pulled items 5B, 5C and 5D for discussion.

Councilmember Albin-Smith pulled item 5E for discussion.

**A motion was made by Vice Mayor Godeke, seconded by Councilmember Peters, that the Consent Calendar be approved with the exception of 5B, 5C, 5D and 5E. The motion carried by the following vote:**

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

**5A. [24-860](#)** Introduce by Title Only and Waive Further Reading of an Ordinance Amending Chapter 3.20 of the Fort Bragg Municipal Code and Approve Update to Credit Card Use Policy

**This Ordinance was introduced on the Consent Calendar.**

**5F. [24-878](#)** Resolution of the Fort Bragg City Council to Approve the Memorandum of Understanding with the Fort Bragg Police Association and Authorizes the City Manager to Execute Same and Adopt Changes to the City of Fort Bragg Salary Rate Compensation Plan Effective July 1, 2024

**This Resolution was adopted on the Consent Calendar.**

**5G. [24-888](#)** Resolution of the Fort Bragg City Council Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments Thereto from the 2019-2020 Funding Year of the State CDBG Program

**This Resolution was adopted on the Consent Calendar.**

**5H. [24-901](#)** Resolution of the Fort Bragg City Council Approving Contract Change Order With GOC Construction for the Fire Station Roof Replacement Project, City Project No. PWP-00138 and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$209,110)

**This Resolution was adopted on the Consent Calendar.**



- 5I. [24-869](#) Receive and File Minutes of the Public Works and Facilities Committee Meeting for June 13, 2024  
**These Committee Minutes were received and filed on the Consent Calendar.**
- 5J. [24-887](#) Approve Minutes of City Council Special Closed Session of July 22, 2024  
**These Minutes were approved on the Consent Calendar.**
- 5K. [24-892](#) Approve Minutes of July 22, 2024  
**These Minutes were approved on the Consent Calendar.**
- 5L. [24-894](#) Approve Minutes of Strategic Planning Workshop of July 23, 2024  
**These Minutes were approved on the Consent Calendar.**

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

- 5B. [24-883](#) Adopt by Title Only, and Waive Further Reading of Ordinance 995-2024 an Ordinance of the City of Fort Bragg Adding Chapter 3.09 to the City's Municipal Code to Impose a Transactions and Use Tax to be Administered by the California Department of Tax and Fee Administration

City Attorney Baron Bettenhausen provided an explanation, clarifying that this is a procedural request which will only take effect if approved by voters in the November 5, 2024 election. The request will not be enacted until after the election results are in and the measure is passed.

Public Comment: None.

Discussion: None.

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

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

- 5C. [24-884](#) Adopt City Council Resolution Authorizing City Manager to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transaction and Use Tax

Assistant Engineering Director Chantell O'Neal explained that this item involved a correction requested by the Tax Board to an agreement executed last year for the 2023 fiscal year.

Public Comment: None.

Discussion: None.

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

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

- 5D. [24-885](#)** Adopt City Council Resolution of City of Fort Bragg Authorizing Examination of Sales or Transactions and Use Taxes Records Resolution for Examination of Confidential Records

Assistant Engineering Director Chantell O'Neal explained that this item involved a correction requested by the Tax Board to an agreement executed last year for the 2023 fiscal year.

Public Comment: None.

Discussion: None.

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

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

- 5E. [24-886](#)** Adopt Municipal Improvement District Resolution Approving Purchase Order In the Amount of \$320,000 with Synagro-WWT, Inc for the Transportation of Biosolids to Land Application Sites or Landfill, Common Sense Exemption 15061

Assistant Engineering Director Chantell O'Neal explained that this contract pertains to the transportation of biosolids out of Fort Bragg.

Public Comment: None.

Discussion: There was discussion regarding the potential use of biosolids as fertilizer or in other projects to help reduce costs in the future.

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

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

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

None.

## **7. PUBLIC HEARING**

None.

## **8. CONDUCT OF BUSINESS**

- 8A. [24-897](#)** Approval of Draft Strategic Plan - A Collaborative Effort from Community Workshop, City Council and City Staff Surveys and Interviews

City Manager Isaac Whippy and Ellen Cross and Maria Pascoal of Strategy Driver presented on this item.

Public Comment: Jacob Patterson, Paul Clark.

Discussion: Councilmembers appreciated the transparent and public nature of the process. They noted that the document is highly useful as it translates the broad vision into actionable objectives.

**A motion was made by Councilmember Peters, seconded by Vice Mayor Godeke, that the Staff Report be approved. The motion carried by the following vote:**

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

**8B. [24-845](#)** Discussion on Upcoming "Biggest Time" Event at Noyo Headlands Park

Police Chief Neil Cervenka presented on this item.

Public Comment: Shay Wachtel, Jacob Patterson, Maria Dahlin, Tanda, Maria Flynn.

Discussion: Councilmembers expressed enthusiasm for the event, believing it will be an excellent opportunity to educate the community about local Native American culture.

**8C. [24-896](#)** Receive Presentation on the City of Fort Bragg Section 115 Investment Performance

City Manager Isaac Whippy presented on this item, followed by Ashley Bairs of PARS and PFM Asset Management Dennis Mullins and Ryan Nicasio.

Public Comment: Shay Wachtel

Discussion: None.

**8D. [24-890](#)** Receive Report and Consider Approval of Police Department's Firearms Purchase Request

Sergeant PJ Ferris and Chief Cervenka presented on this item.

Public Comment: Gabriel Quinn Maroney, Jacob Patterson, Cassandra Roberts.

Discussion: Chief Cervenka announced that three officers have completed red dot training and have been carrying their equipment for some time. Additionally, the Laser 10 less-lethal platform has been deployed.

**A motion was made by Councilmember Peters, seconded by Councilmember Rafanan, that the Staff Report be approved. The motion carried by the following vote:**

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

**8E. [24-889](#)** Receive Report and Consider Adoption of City Council Resolution Authorizing the City Manager to Execute Agreement with Rincon Consultants, Inc. for the Environmental Impact Report for the Fort Bragg Reservoir Project, Project WTR-00024, Amount Not to Exceed \$540,182.86, Statutory Exemption 15262 and Common Sense Exemption 15061

Assistant City Engineer Diane O'Connor presented on this item.

Public Comment: Jacob Patterson.

Discussion: None.

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

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

- 8F. [24-891](#) Receive Report and Consider Adoption of City Council Resolution Authorizing the City Manager to Execute Agreement with Water Works Engineers for Design Services on the Reservoir Project, Project WTR-00024, Amount Not to Exceed \$705,385, Exempt from CEQA 15060(c), 15378

Assistant City Engineer Diane O'Connor presented on this item.

Public Comment: None.

Discussion: It was clarified that the reservoir siting will involve coordination between two firms. WRA will collaborate with Rincon, whose lead biologist has been trained by the same experts as those from the Native Plant Society, which has conducted extensive work in the Pygmy Forest.

**A motion was made by Vice Mayor Godeke, seconded by Councilmember Albin-Smith, that the Resolution be adopted. The motion carried by the following vote:**

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

**9. CLOSED SESSION**

None.

**ADJOURNMENT**

**Mayor Norvell adjourned the meeting at 7:58 PM.**

\_\_\_\_\_  
BERNIE NORVELL, MAYOR

\_\_\_\_\_  
Diana Sanchez, 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: 24-944

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**Agenda Date:** 9/23/2024

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5I.

Approve Minutes of City Council Special Closed Session of September 9, 2024 (Consent Calendar)



# City of Fort Bragg

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

## Meeting Minutes Special City Council

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

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Monday, September 9, 2024

4:30 PM Town Hall, 363 N Main Street and Via Video Conference

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### SPECIAL CLOSED SESSION

#### CALL TO ORDER

Mayor Norvell called the meeting to order at 4:34 PM.

#### ROLL CALL

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

#### CLOSED SESSION REPORT

None.

#### 1. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None.

#### 2. CLOSED SESSION

Mayor Norvell recessed the meeting at 4:35 PM; the meeting reconvened to Closed Session at 4:37 PM.

##### 2A. [24-929](#)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Government Code Section 54956.9

City of Fort Bragg v. Carlton Parker; Case # 23CV00800

Mayor Norvell reconvened the meeting to Open Session at 5:00 PM and reported that direction was given but no final action was taken on Closed Session items.

#### ADJOURNMENT

Mayor Norvell adjourned the meeting at 5:00 PM.

---

BERNIE NORVELL, MAYOR

---

Diana Sanchez, 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: 24-946

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**Agenda Date:** 9/23/2024

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5J.

Approve Minutes of September 9, 2024





# City of Fort Bragg

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

## Meeting Minutes City Council

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

Monday, September 9, 2024

6:00 PM Town Hall, 363 N. Main Street and Via Video Conference

### CALL TO ORDER

Mayor Norvell called the meeting to order at 6:00 PM.

### PLEDGE OF ALLEGIANCE

### ROLL CALL

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

### CLOSED SESSION REPORT

City Attorney Baron Bettenhausen announced that while direction was given during the Closed Session, no final action was taken on any of the items discussed.

### AGENDA REVIEW

Mayor Norvell moved item 8B from Conduct of Business to Consent Calendar due to a clerical error.

### 1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. [24-939](#) Proclamation Latino Heritage Month

Mayor Norvell read the Proclamation recognizing September 15 - October 15, 2024 as Latino Heritage Month. City Clerk Diana Sanchez accepted the Proclamation and expressed her gratitude to the City Council for acknowledging her heritage, as well as that of many community members.

1B. [24-912](#) Nature Conservancy Presentation

Tristin Anoush McHugh of the Nature Conservancy presented on this item.

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

- (1) None.
- (2) Shelley Green, Jenny.

### **3. STAFF COMMENTS**

City Manager Isaac Whippy announced several upcoming events: Oktoberfest on October 5, 2024, from 12 to 5 PM, with tickets available on Eventbrite; Fiesta Latina on September 22, 2024, from 2 to 6 PM at Bainbridge Park; and the Noyo Harbor Festival on September 21, 2024, from 12 to 6 PM. He also extended congratulations to Police Chief Neil Cervenka for receiving his Executive Certificate from the Commission on Peace Officers Standards and Training, expressing gratitude for his dedication to the department and community. Additionally, he congratulated CRU member Hannah Nanez on earning her Bachelor of Science in Psychology from California Coast University.

City Clerk Diana Sanchez reminded the community that the deadline to register to vote for the November 5, 2024 election is October 21, 2024. Voter registration forms are available at City Hall and online.

Police Chief Neil Cervenka announced that the department received a mutual aid request from Lake County to assist with the Boyles Fire in Clearlake. Two officers volunteered and are already on-site. As this is a mutual aid request, all overtime expenses will be reimbursed by FEMA.

### **4. MATTERS FROM COUNCILMEMBERS**

Vice Mayor Godeke shared his experience attending the Fort Bragg Middle School's Student Council Assembly, noting his admiration for the impressive student speakers and the respectful behavior of the audience.

Councilmember Albin-Smith announced that Adventist Health is partnering with Soroptimist Noyo Sunrise for Breast Cancer Awareness Month in October. An event is scheduled for October 12th from 12 to 2:30 PM. Additionally, Symphony of the Redwoods will be hosting a fundraiser on September 27th; tickets can be purchased online by searching for Symphony of the Redwoods.org.

Councilmember Peters highlighted additional community events, including Paul Bunyan Days and the high school football games. He expressed hope for even more events in the future.

### **5. CONSENT CALENDAR**

Mayor Norvell moved item 8B from Conduct of Business to Consent Calendar due to a clerical error.

Vice Mayor Godeke pulled item 5H for discussion.

**Moved by Councilmember Peters, seconded by Councilmember Rafanan, that the Consent Calendar be approved with the exception of 5H pulled by the Vice Mayor for discussion and the addition of 8B due to a clerical input error. The motion carried by the following vote:**

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

#### **5A. [24-909](#)**

Adopt by Title Only, and Waive Further Reading of Ordinance 996-2024 an Ordinance of the City of Fort Bragg Amending Chapter 3.20 (Purchasing, Procurement, and Leasing) of the Fort Bragg Municipal Code

**This Ordinance was adopted on the Consent Calendar.**

- 5B.** [24-895](#) Resolution of the Fort Bragg City Council Accepting the Results of the Ordinance 672 Salary Survey and Approving Changes to the City of Fort Bragg Salary Rate Compensation Plan  
**This Resolution was adopted on the Consent Calendar.**
- 5C.** [24-911](#) Adopt City Council Resolution Approving Budget Amendment 2024/25-1 for the Facilities Solar Project and Amending Fiscal Year 2024-25 Budget (Amount Not To Exceed \$7,955,000)  
**This Resolution was adopted on the Consent Calendar.**
- 5D.** [24-921](#) Adopt City Council Resolution Confirming the City of Fort Bragg Conflict of Interest Code  
**This Resolution was adopted on the Consent Calendar.**
- 5E.** [24-922](#) Adopt City Council Resolution Approving Professional Services Agreement with Creative Thinking, Inc., DBA The Idea Cooperative for Strategic and Creative Marketing Services for Visit Fort Bragg and Authorizing the City Manager to Execute Contract (Amount Not to Exceed \$180,000.00; Account No. 110-4321-0319)  
**This Resolution was on the Consent Calendar.**
- 5F.** [24-928](#) Adopt City Council Resolution Authorizing the City Manager to Execute the Acceptance of Offers of Public Water Line Easements for the Raw Water Line Replacement Project (WTR-00016)  
**This Resolution was adopted on the Consent Calendar.**
- 5G.** [24-934](#) Resolution of the Fort Bragg City Council Approving and Authorizing the City Manager to Execute a Contract with the City of Ukiah, for Public Safety Dispatch Services.  
**This Resolution was adopted on the Consent Calendar.**
- 5I.** [24-932](#) Resolution of the Fort Bragg City Council Approving a Professional Services Agreement with Mendocino Coast Humane Society for Provision of Animal Care and Shelter Services and Dog Licensing Program and Authorizing City Manager to Execute Same (Amount Not to Exceed \$63,000 in FY 2024-2025)  
**This Resolution was adopted on the Consent Calendar.**
- 5J.** [24-938](#) Approve Purchase from GovConnections, Inc. of Servers for Network Security Monitoring and Read-Only Domain Controllers (amount not to exceed \$33,488.46)  
**This item was approved on the Consent Calendar.**

- 5K.** [24-941](#) Approve First Amendment with NHA Advisors, LLC. for Consulting, Disclosure Reporting, and Annual Debt Reporting Services  
This amendment was approved on the Consent Calendar.
- 5L.** [24-937](#) Approval of Final Strategic Planning Report 2024-2028  
This Report was approved on the Consent Calendar.
- 5M.** [24-910](#) Approve Minutes of City Council - Special Closed Session of August 15, 2024  
These Minutes were approved on the Consent Calendar.
- 8B.** [24-931](#) Receive, Approve, and File the 2024 Local Road Safety/Action Plan (LRSAP) Report from TJKM  
This Report was accepted on the Consent Calendar.

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

- 5H.** [24-935](#) Resolution of the Fort Bragg City Council in Support of Proposition 36: The Homelessness, Drug Addiction, and Theft Reduction Act

Vice Mayor Godeke pulled this item for discussion. Police Chief Neil Cervenka provided clarification on this item.

Public Comment: Jacob Patterson, Jenny.

Discussion: After much discussion by council this item failed for lack of second.

This Resolution was not acted on for lack of second.

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

None.

### **8. CONDUCT OF BUSINESS**

Conduct of Business Item 8A was moved to position 7 as both Mayor Norvell and Councilmember Rafanan will be recusing from item 7A.

- 8A.** [24-923](#) Receive Report and Provide Direction Regarding Preferred Method for Collecting Business License Gross Receipts Tax from Contractors.

Consultant Marie Jones presented on this item.

Public Comment: None.

Discussion: The Council decided to proceed with Option B, which involves collecting business tax through the building permit process, and directed staff to move forward with the next steps.

### **7. PUBLIC HEARING**

- 7A. [24-908](#) Conduct a Public Hearing and (1) Adopt Resolution xxx-2024 Submitting a Local Coastal Plan Amendment Application (LCP 1-24) to the Coastal Commission to a) Amend Map LU-4 of the Coastal General Plan to add a Third Plan Area; and b) Amend Table 2-10 of the CLUDC to Allow a Science Center with a Use Permit in the Public Facilities Zoning District; and c) Amend the General Plan Land Use Map and the Zoning Map to: i) Rezone the Noyo Center Parcel to Public Facilities Zoning District, and ii) Rezone the Coastal Trail Parcels to Parks & Recreation Zoning District and iii) Rezone the Sherwood Valley Band of Pomo (SVBP) Parcels as Low or Medium Density Residential Zoning; and (2) Adopt Resolution XXX-2024 Approving Design Review 3-24 (DR 3-24), Use Permit 7-24 (UP 7-24), Coastal Development Permit 4-24 (CDP 4-24), and Sign Permit 12-24 (SP 12-24) to Construct a 2,400-Square-Foot Warehouse/Workshop, and Associated Access Road, Sewer and Water Lines, and Parking at 331 Jere Melo Road; Categorically Exempt 15303 and 15265.

Consultant Marie Jones presented on this item.

Public Comment: Jacob Patterson, Sheila Semans, Bernadette Rafanan, Donna Worster, Linda Ruffing, Wendy Felsen, Paul Clark, Jenny, Deb Jensen, Gabriel Quinn Maroney, Michelle Blackwell

Discussion: Consultant Jones provided clarification regarding communication with the Sherwood Valley Band of Pomo property. She noted that she had discussions with the Tribal Monitor, who agreed to present the matter to the Tribal Council. Marie also spoke with the Tribal Cultural Resources Representative.

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

**Aye:** 3 - Vice Mayor Godeke, Councilmember Albin-Smith and Councilmember Peters

**Recuse:** 2 - Mayor Norvell and Councilmember Rafanan

**9. CLOSED SESSION**

None.

**ADJOURNMENT**

**Mayor Norvell adjourned the meeting at 8:18 PM.**

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BERNIE NORVELL, MAYOR

---

Diana Sanchez, 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: 24-920

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**Agenda Date:** 9/23/2024

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8A.

Receive Presentation of Preliminary Conceptual Designs for the Noyo Center Ocean Science Center & Provide Direction on Proposed Property Swap



## **Noyo Center for Marine Science - Noyo Headlands Property**

### **Background**

After the Georgia Pacific lumber mill closed in 2002, the City of Fort Bragg conducted a community visioning & planning process for the Mill Site that identified two primary community priorities:

1. Public access to the 3-1/2 miles of coastline that had been behind locked gates for the last 100 years
2. Establishment of a marine science center that takes advantage of the extraordinary opportunity offered by the former mill site property, that helps transition our community from an extractive to a restoration economy, and that creates living wage jobs to help replace those lost when the mill closed.

In 2005, with a \$4.16 million grant from the State Coastal Conservancy and a generous donation of land from Georgia Pacific, the City of Fort Bragg entered into agreements to acquire approximately 95 acres of land comprising the entire coastline of the former mill site for use and protection as Noyo Headlands Park. In 2009, the property was transferred to the City, after receiving environmental clearance from the State Department of Toxic Substances Control. Subsequently, in 2014, the park was expanded to approximately 135 acres with the acquisition of the "Johnson Property," this too funded by the Coastal Conservancy. These acquisitions included recordation on each deed of an Irrevocable Offer to Dedicate Title in Fee and Declaration of Restrictive Covenants ("OTD") for the purposes of restricting use of the property to public access and natural resources, open space and scenic protection.

In 2011, with another grant from the State Coastal Conservancy and funding from the City's Redevelopment Agency, the City acquired an additional 11.64 acres from Georgia-Pacific to:

...develop the currently undeveloped Property as the "Noyo Center" to promote the study of and educate the public with regard to marine and terrestrial environments in the Mendocino Coast Region of California or, alternatively to develop the Property for marine education and research, open space, public access, or passive recreation uses (the "acquisition purposes").<sup>1</sup>

When title to the 11.64-acre parcel was transferred to the City, an OTD was recorded in favor of the State Coastal Conservancy which requires that the City and its assigns and successors in interest:

...permanently dedicate the real property for open space, public access, passive recreation and marine education and marine research.<sup>2</sup>

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<sup>1</sup> Agreement to Repay Grant and Pledge of Tax Increment Revenue; signed by City of Fort Bragg, Fort Bragg Redevelopment Agency, State Coastal Conservancy, dated March 9, 2011.

<sup>2</sup> Irrevocable Offer to Dedicate Title in Fee and Declaration of Restrictive Covenants, dated November 15, 2011.



The OTD further describes the use of the property for "marine education and research" purposes as follow:

...use of the property for "marine education and research" purposes extends to the development of improvements and facilities that will provide for increased access to and awareness and knowledge of marine and coastal resources. Such improvements and facilities include: an education center such as a museum, visitor center, or classroom building; a research laboratory with associated housing for researchers; and associated utilities and access infrastructure. These facilities and improvements are enumerated by way of example only and are not an exhaustive list of permitted or unpermitted improvement and facilities but may be used to illustrate the types of improvements and facilities contemplated as being consistent with "marine education and research."

In 2020, the City of Fort Bragg transferred title to the Noyo Center parcel to the Noyo Center for Marine Sciences, with a provision retaining a "power of termination" whereby title to the property could revert to the City if the Noyo Center fails to prepare new conceptual plans and raise at least \$3 million for construction of a marine science center building or buildings with a value of at least \$5 million by July 7, 2030.

### **Status of the Ocean Science Center Project**

In 2024, the Noyo Center engaged the services of a talented design team led by the San Francisco-based architecture firm Esherick Homsey Dodge and Davis ("EHDD"). EHDD is well known for their work on aquaria and science centers throughout our country. For this project, they have teamed up with SCAPE landscape architects, Sherwood Design Engineers, and a team of other design professionals. Notably, EHDD is also preparing the Noyo Center Blue Economy Feasibility Study with that work led by Don Perkins, who recently retired as the founding executive director of the Gulf of Maine Research Institute. The deliverables for the process include an updated site master plan and conceptual design for the Ocean Science Center, basic schematic design plans, a construction cost estimate, fundraising materials for a capital campaign, a Blue Economy feasibility study and an operational business plan.

On September 23, 2024, the Noyo Center and its design team will provide an update to the City Council on the status of our ongoing work on the Ocean Science Center project. The presentation will include an update on the conceptual designs for the facility and the next steps in moving the project forward. We welcome your questions, suggestions, and input!

We are planning a community forum at our Marine Field Station in October to obtain additional community input on the conceptual plans for the Ocean Science Center.

### **The "Property Swap"**

One issue that the City Council and the Noyo Center have discussed many times over the past several years is the need for a "property swap" between the Noyo Center parcel and the Noyo Headlands Park property. A reconfiguration of the parcel boundaries is needed for the following reasons:

- The Noyo Center Parcel does not extend to the "runway" which results in suboptimal access and siting for the Ocean Science Center.

- The Noyo Center Parcel is bisected by a linear wetland ditch that is a jurisdictional wetland requiring 100' buffers. This presents siting challenges for Ocean Science Center facilities.
- The Noyo Center Parcel includes a segment of the road that provides access to the City's wastewater treatment facility as well as property to the north of the road upon which a portion of the Coastal Trail is located.

Based on the above, in previous discussions, the City Council has voiced support for a property swap or boundary adjustment. Because both the Noyo Headlands Park property and the Noyo Center property have OTDs in favor of the Coastal Conservancy, the Conservancy must approve of such a transfer. In recent months, the Conservancy has confirmed that it is possible for them to sign off on a property swap whereby the City transfers land to the Noyo Center that is between the existing Noyo Center parcel and the former runway in exchange for the Noyo Center transferring to the City an equal portion of the Noyo Center property that can be restricted under the existing Park OTD. The Noyo Center property to be transferred includes a portion that is planned for wetland restoration that is located along the northern portion of the property adjoining the Park parcel.

Exhibit A shows the preliminary conceptual plan for the Noyo Center.

Exhibit B shows the constraints and wetland restoration concept overlain on a parcel map that shows a possible swap with the area within the green lines denoting the future boundaries of the Noyo Center campus. The polygon to the east of the runway (which is mostly pink) would be transferred from the Park to the Noyo Center. The triangle-shaped area to the north is the portion of the Noyo Center property that would be deeded to the Park.

### **The Process**

As the Noyo Center wraps up its conceptual design process for the Ocean Science Center and prior to moving forward with the schematic design plans, we request that the City and the Coastal Conservancy work with us to formalize a property transfer agreement.

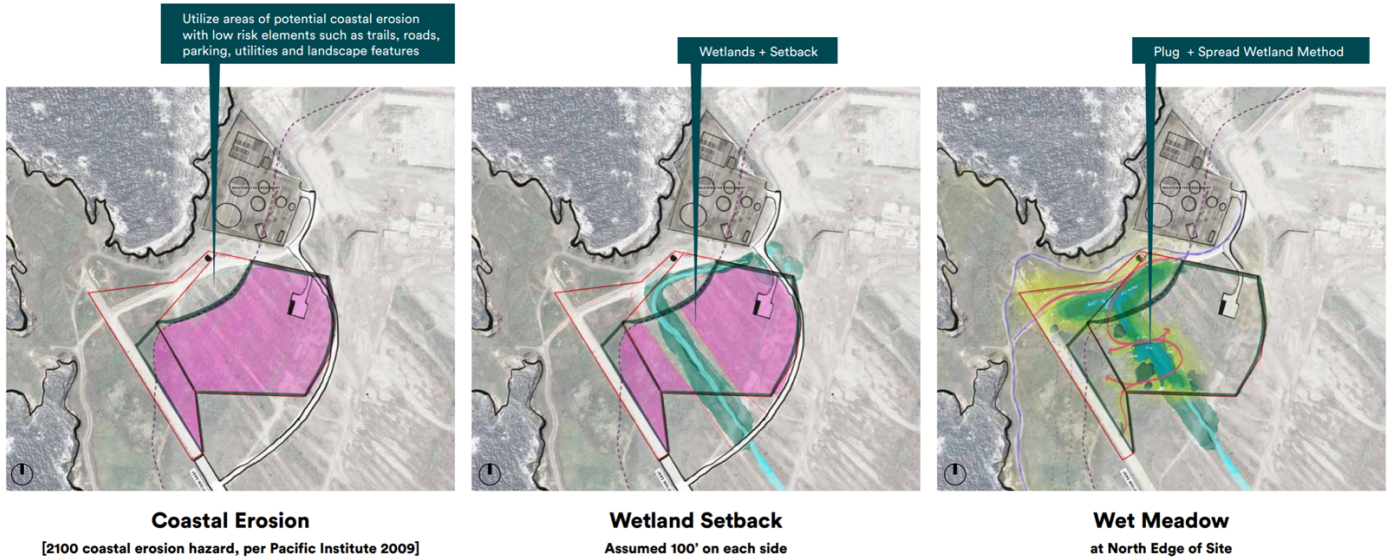
The property swap can be accomplished by the City and Noyo Center entering into a property transfer agreement that includes concurrence from the Coastal Conservancy. In this process, new surveyed metes and bounds property descriptions for the two parcels will be prepared. The transfer of property would occur through the recordation of new grant deeds for the Noyo Center and City parcels, with accompanying OTDs and legal descriptions, in accordance with Gov't Code section 66426.5 which governs conveyances of land to or from a public entity.

In conjunction with the property swap, the Noyo Center will also seek a partnership agreement with the City that enables the Noyo Center to perform wetland restoration and other restoration work on Park property adjoining the Noyo Center site.

**Exhibit A - Preliminary Conceptual Plan for Noyo Center**



**Exhibit B: Site constraints and Wetlands Restoration Concept**





Preliminary Market Potential of  
Noyo Center for Marine Science's  
Proposed New Ocean Science Center

July 25, 2024

Prepared by: Elevativ LLC in collaboration with EHDD

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# Executive Summary

# Introduction

Elevativ was hired by EHDD to assist them and Noyo Center for Marine Science (Noyo) in understanding the preliminary market and economic potential of the proposed new Ocean Science Center (OSC) as part of Noyo's larger operation in Fort Bragg.

This work was completed remotely (does not include site visit) as part of an iterative planning effort with EHDD and Noyo and its consultants, including Don Perkins.

This report document includes the following sections:

1. Assumptions
2. Baseline Review
3. Project Description
4. Overview of Site Context
5. Market Context, including review of resident and tourist markets, and competitive context
6. Preliminary Review of Comparable Projects
7. Preliminary Market and Economic Potential, including recommended next steps

# About Noyo Center for Marine Science

- **Mission:** To advance ocean conservation through education, exploration and experience.
- 3 sites
- \$5 admission for Discovery Center
- Serve approximately 30,000 people per year through on-site activities, programs both on and off site, outreach, etc.
- 154 memberships
- 2024 operating budget of approximately \$2.2 million includes design fees, construction of first warehouse on site, etc.; 2023 expenses were \$845,000
- “The Noyo Center has a three-pronged approach to development, supporting an innovative research program, creating an integrated education program and building a world-class facility for research, education and tourism. Our research and education programs support activities that engage the community, the visitor, and the scientist in order to inspire connection, communication, collaboration and creativity. **Our future Ocean Science Center facility will be a dynamic environment that showcases sustainability through its landscape, buildings and operations. This campus will unfold from the land with one element leading naturally to another as it grows and changes over time, transforming the former lumber mill site.”**

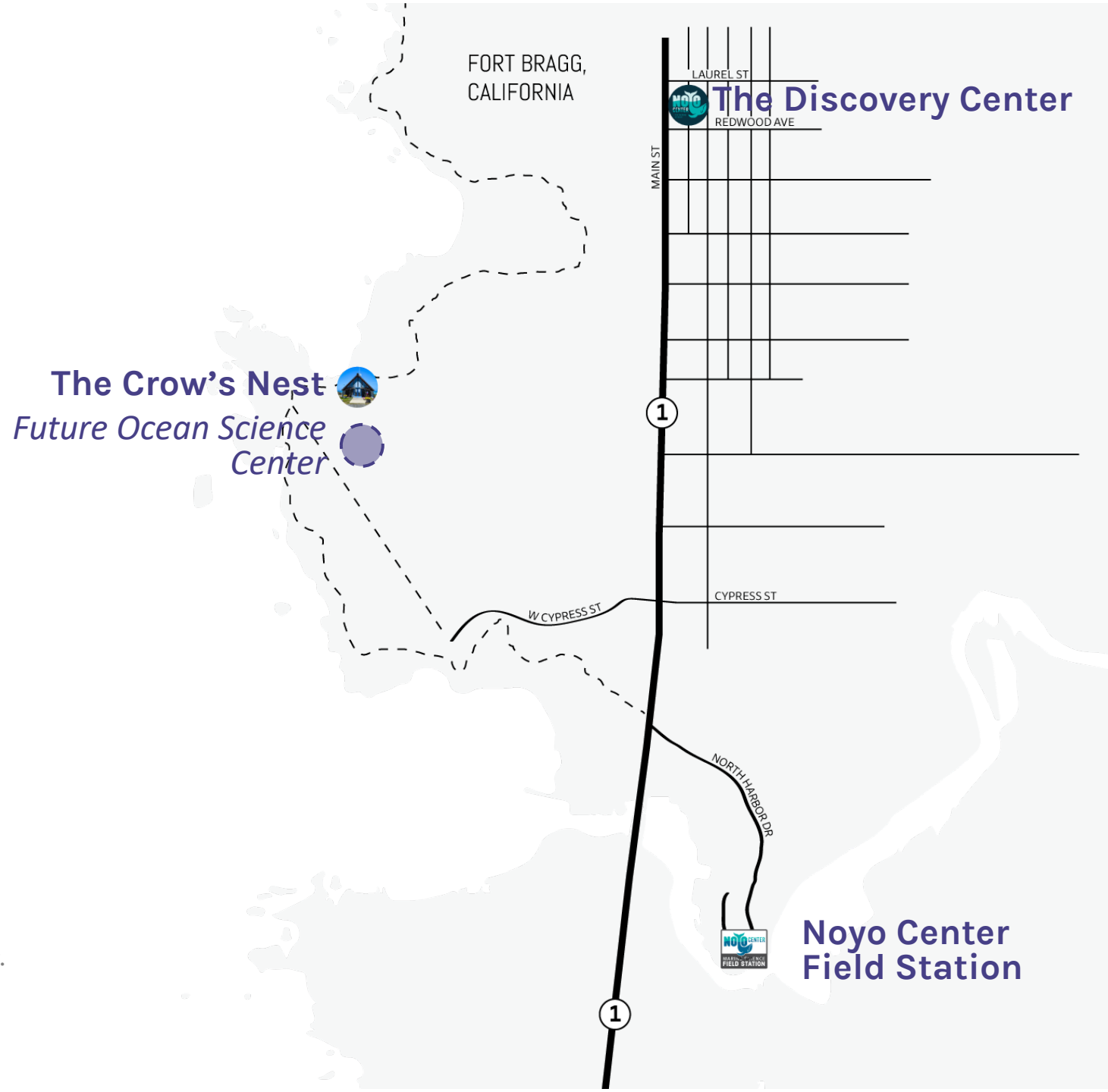


Source: Noyo Center for Marine Science.



# Sites Map Fort Bragg

- Walking distance between the Discovery Center and Crow's Nest: 22 minutes
- Driving distance between the Discovery Center and Crow's Nest: 6 minutes
- Driving distance between the Discovery Center and Field Station: 4 minutes



Source: [Noyo Center for Marine Science and Elevativ](#).

# Proposed OSC Concept and Program of Spaces

- Located on approximately 17-acre bluff site on coast adjacent to existing Crow's Nest site and adjacent to future blue economy development, research areas and marine mammal rehabilitation areas by Noyo
- OSC total gross square feet of approximately 25,000
  - Includes 13,300 SF of exhibit areas
- Visitor experience as described by EHDD in July 2024
  - Aquarium tanks
  - Touch tank
  - Multimedia exhibits
  - Betty blue whale skeleton
  - Café
  - Commercial kitchen for facility rentals, cooking demonstrations and to serve café
  - Retail
  - Education spaces / classrooms
  - Community room
  - Outdoor wetland exhibits



Source: EHDD.

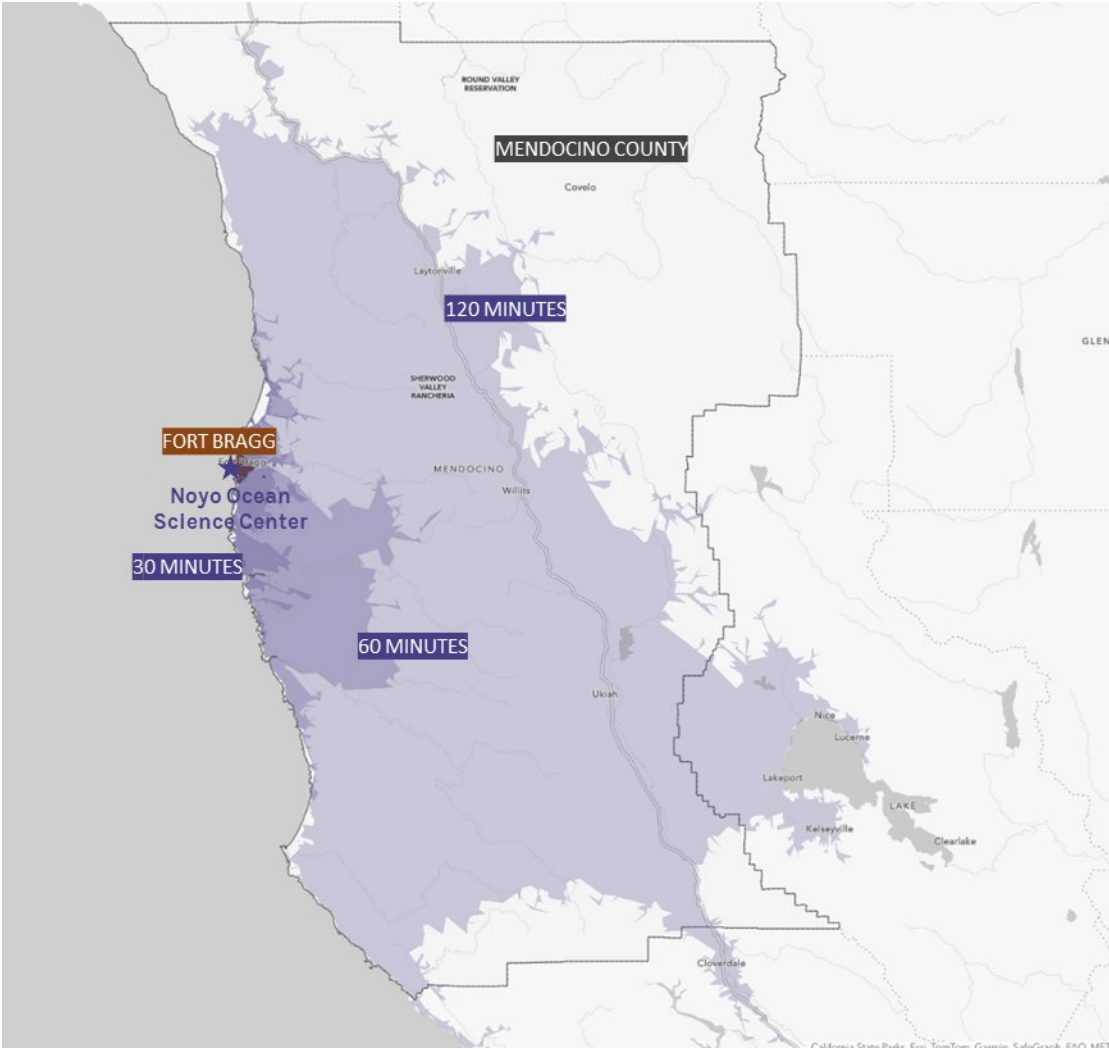
# Resident Market Population

## 30, 60, 120 minute drive time from site

Market Area	2010	2023	2028	Percent Change, 2023 to 2028
Primary Market Area	15,140	14,750	14,670	-0.5%
Secondary Market Area	3,880	3,910	3,860	-1.3%
Tertiary Market Area	96,140	101,030	100,950	-0.1%
<b>Total Resident Market Area</b>	<b>115,160</b>	<b>119,690</b>	<b>119,480</b>	<b>-0.2%</b>
City of Fort Bragg	7,231	6,745	6,664	-1.2%
Mendocino County	87,841	91,534	91,467	-0.1%
State of California	37,253,956	39,877,642	40,140,276	0.7%
United States	308,745,538	337,470,185	342,640,129	1.5%

Note: The Resident Market Area is defined as the area within a 2-hour drive of the site. The area is further subdivided into the Primary Market Area, which includes the area within a 30-minute drive, the Secondary Market Area, which includes the area within a 30- to 60-minute drive, and the Tertiary Market Area, which includes the area within a 60- to 120-minute drive of the site.

Sources: ESRI and Elevativ



# School Age Children

30, 60, 120 minute drive time from site

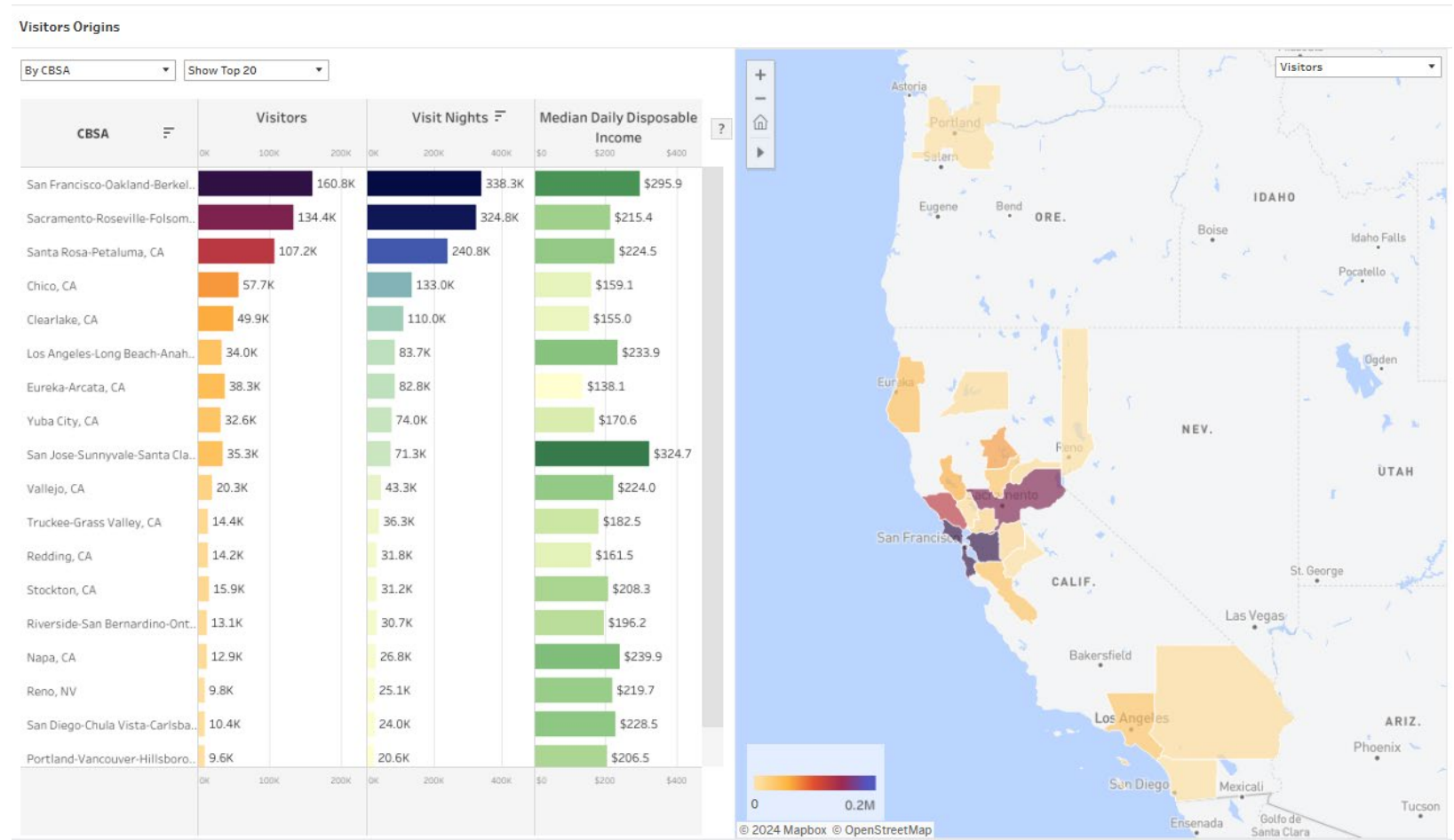
Market Area	Estimated, 2023	Projected, 2028	Percent Change, 2023 to 2028
<b>Primary Market Area</b>			
Ages 0 - 4 (Daycare)	700	700	0.0%
Ages 5 - 10 (Pre K through Grade 5)	800	800	0.0%
Ages 11 - 13 (Grades 6 to 8)	400	400	0.0%
Ages 14 - 17 (Grades 9 to 12)	500	500	0.0%
Subtotal, Primary Market Area	2,400	2,400	0.0%
<b>Secondary Market Area</b>			
Ages 0 - 4 (Daycare)	100	100	0.0%
Ages 5 - 10 (Pre K through Grade 5)	200	200	0.0%
Ages 11 - 13 (Grades 6 to 8)	100	100	0.0%
Ages 14 - 17 (Grades 9 to 12)	100	100	0.0%
Subtotal, Secondary Market Area	500	500	0.0%

Market Area	Estimated, 2023	Projected, 2028	Percent Change, 2023 to 2028
<b>Tertiary Market Area</b>			
Ages 0 - 4 (Daycare)	6,100	6,200	1.6%
Ages 5 - 10 (Pre K through Grade 5)	7,700	7,500	-2.6%
Ages 11 - 13 (Grades 6 to 8)	3,900	3,900	0.0%
Ages 14 - 17 (Grades 9 to 12)	5,100	5,100	0.0%
Subtotal, Tertiary Market Area	22,800	22,700	-0.4%
<b>Total Resident Market Area</b>			
Ages 0 - 4 (Daycare)	6,900	7,000	1.4%
Ages 5 - 10 (Pre K through Grade 5)	8,700	8,500	-2.3%
Ages 11 - 13 (Grades 6 to 8)	4,400	4,400	0.0%
Ages 14 - 17 (Grades 9 to 12)	5,700	5,700	0.0%
Total, Resident Market Area	25,700	25,600	-0.4%

Source: ESRI and Elevativ

# Mendocino County Overnight Visitors' Origin

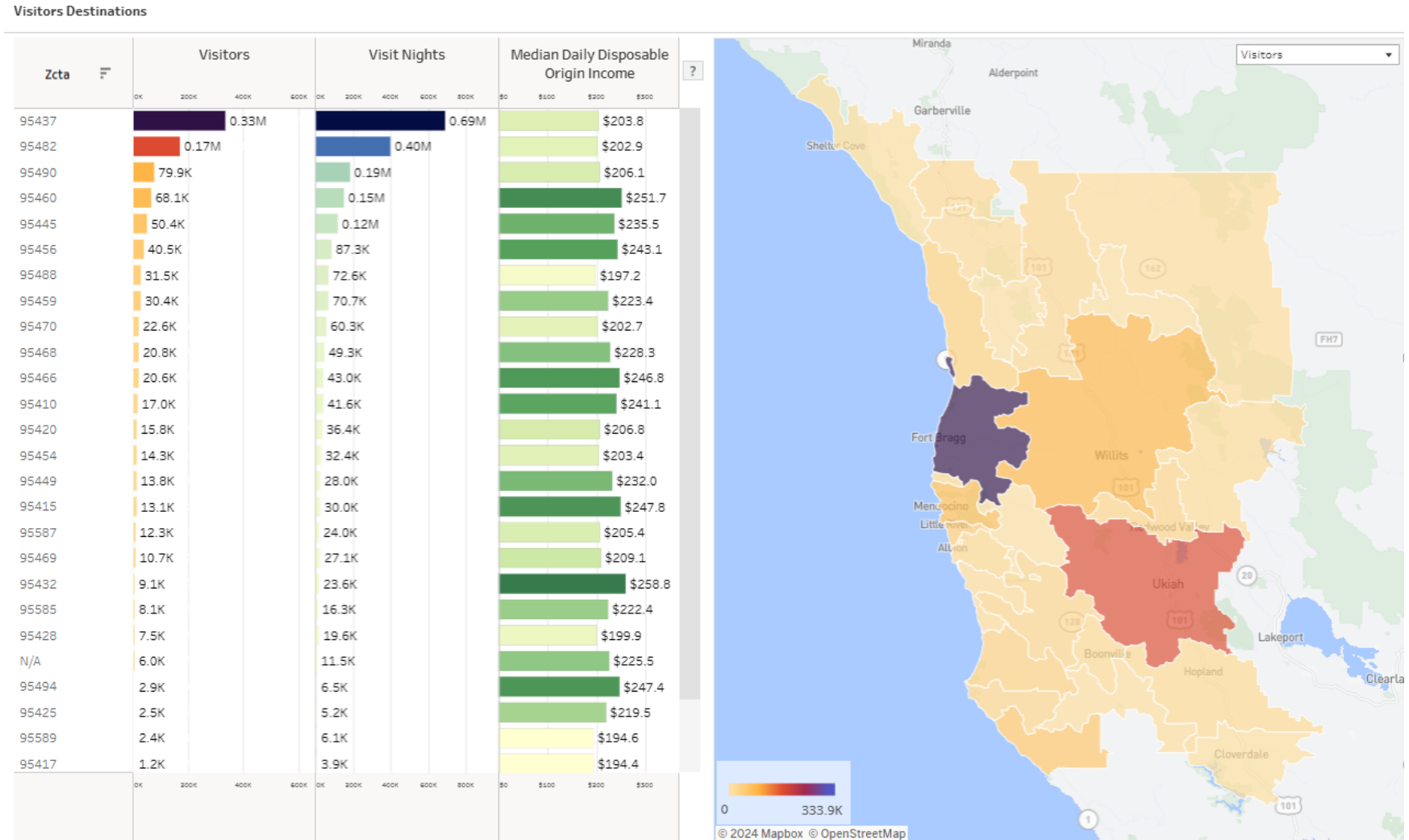
- 1 million visitors in 2023 representing 2.3 million nights
- Average length of stay of 2.3 nights



Source: Placer.ai

# Mendocino County Overnight Visitors in 2023 Top Destinations within the County

- Fort Bragg's zip code area had the highest number of overnight visitors in 2023 of approximately 330,000



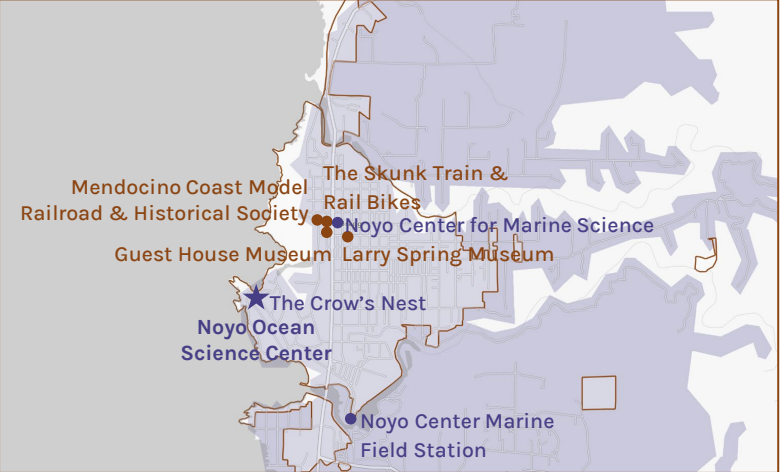
Source: Placer.ai

# Competitive

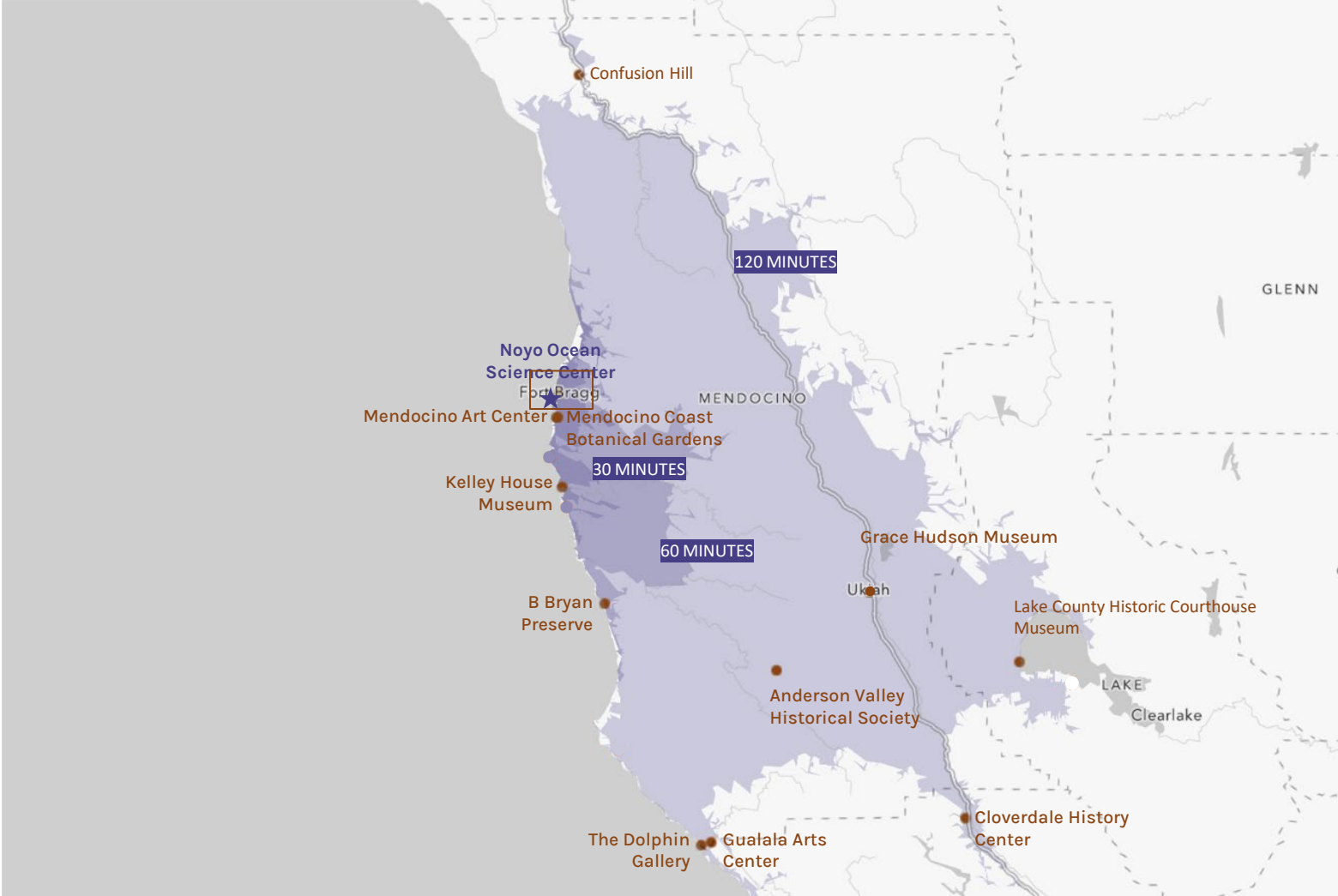
# Context

30, 60, 120  
minute drive  
time

→16 attractions



Source: ESRI, Google, & Elevativ



# Case Studies Reviewed

*(clockwise from top left: Cabrillo, Hatfield, Living Coast, Ocean Institute, Seymour & Turtle Bay)*





# Summary Review of Case Studies

- **60-minute drive time population** ranges from 55,400 at Hatfield to over 10 million at Cabrillo and total average of 3.6 million and median of 2.6 million; and 19,100 for the OSC.
- **Overnight tourist/visitor markets** are large for all yielding total average of close-in overnight visitors of 778,000 and median of 746,000; and approximately 750,000 for the region in and around Fort Bragg.
- **Size** in square feet (SF) ranges from approximately 20,000 SF at Seymour to 44,000 at Cabrillo and total average of 33,000 SF and median of 34,000 SF; and 25,000 SF for the OSC.
- In 2023, **annual attendance** ranged from approximately 34,400 at Seymour to 272,900 at Turtle Bay and total average of 135,000 and median of 112,000.
- Current **summer 2024 adult admission price** ranges from \$5 at Hatfield to \$20 at both Living Coast and Turtle Bay, and total average of \$13 and median of \$14.
- Current **summer 2024 family membership price** ranges from \$75 at Cabrillo to \$150 at Ocean Institute, and total average of \$110 and median of \$105.
- **Market penetration of annual attendance** of the corresponding 60-minute drive time populations ranges from 1.2% at Ocean Institute to 276% at Hatfield, with total average of 66%, weighted average of 3.7% and median of 2.0%.

# Summary Review of Three 501c3 Case Studies

- **Total revenues** ranged from \$3.4 million at Living Coast to \$13 million at Turtle Bay, and total average of \$6.8 million and median of \$4.0 million.
- **Earned revenues** ranged from \$702,000 at Living Coast to \$1.9 million at Turtle Bay, and total average of \$1.3 million and median of \$1.4 million.
- **Earned revenue as a percentage of total revenues** ranged from 15% at Turtle Bay to 37% at Ocean Institute, and total average of 24%, weighted average of 20% and median of 20%.
- **Operating expenses** ranged from \$2.3 million at Living Coast to \$7.4 million at Turtle Bay, and total average of \$4.7 million and median of \$4.4 million.
- **Coverage of operating expenses by earned revenues** ranged from 26% at Turtle Bay to 34% at Ocean Institute, and total average of 30%, weighted average of 21% and median of 30%.
- **Operating expenses per square foot of exhibit building** ranged from \$104 at Living Coast to \$218 at Turtle Bay, and total average of \$151, weighted average of \$106 and median of \$130.

# Preliminary Operating Potential Assumptions

- Proposed OSC of indoor 25,000 GSF building including aquarium exhibits, touch tank and interactive multi-media exhibits, as well as outdoor wetland exhibit areas, as conceived by EHDD and described herein. As planning by the design team continues, the operating potential and cash flow analysis for the OSC will need to be revisited and revised.
- Location and site context of the OSC overlooking the Pacific Ocean and adjacent to Noyo's planned blue economy, research and marine mammal rehabilitation development.
- Operating hours of 7 days per week during peak summer months from 9 AM to 5 PM with potential to open earlier or later. During non-peak months open 5 days per week, with potential to close an additional day per week during slow weeks and extend hours as needed to accommodate school visits and/or special events.
- Size and demographic profile of the Resident Markets and tourists to Fort Bragg region.
- Operating experience of regional attractions and the competitive context for the OSC and its components.
- Operational experience of comparable marine science centers nationally.
- Adult general admission price of \$20.00 in current dollars with discounts for seniors, military, and children. School groups, OSC members, corporate sponsors, children under 3, VIPs and other complimentary visitors are assumed to enter free of charge. In addition, there are additional discounts available by assumed couponing for both residents and tourists assumed at -15% of the achieved per capita ticket revenue.

## Preliminary Operating Potential Assumptions *(continued)*

- OSC will seek out a qualified and experienced café operator.
- The size and design of each component of the proposed OSC will serve to create a high quality, stimulating attraction with broad-based audience appeal and a distinctive image. The entrance to the OSC campus will be highly visible and well signed.
- OSC will be competently and effectively managed as part of the larger Noyo Marine Science Center operation. An aggressive promotional and marketing campaign will be developed and implemented. The program will be targeted to prime resident and visitor markets. The admission price for the OSC will be consistent with the educational, entertainment and recreational value offered, and in line with current attraction admissions prices for other comparable destinations.
- There will be no physical constraints to impede visitors to the OSC, such as major construction activity. Changes in economic conditions such as a major recession, public health (such as the Covid-19 pandemic), political or major environmental problems that would negatively affect operations and visitation will not occur in the near future and are not assumed in this market and economic analysis.
- Current proposed program of areas and approximately 25,000 SF for the Museum can accommodate low through high range stable year visitors on a peak day. During peak days, if needed, the OSC can undertake strategies to potential mitigate bottlenecks and visitor throughput issues utilizing such mitigation efforts such as timed-ticketing and/or longer hours of operation.

# Preliminary Visitation Potential

- Preliminary visitation potential for the OSC in a stable year of operations ranges from a **low of 60,000 to a high of 120,000 visitors, and a mid-range of 90,000 visitors** based on data available at the time of this report.
- Estimated 24% of visitors are from the Resident Market and 76% from the tourist market, or outside the Resident Market area.
- Stable year is expected to occur in Year 3 after opening based on the experience of other museum projects. Early year attendance in Years 1 and 2 will be higher than stable Year 3 based on the experience of similar projects.
- Sustainability of attendance for the OSC assumes that the OSC will offer one or two changing exhibits on an annual basis. Risk for the OSC is that after a couple years visitation to the paid exhibit components of the OSC may decline if the OSC does not include changing exhibits on an annual basis as Fort Bragg has many repeat visitors.

# Preliminary Mid-Range Attendance Scenario Cash Flow Analysis Before Non-Earned Revenue as part of larger Noyo Operation

1/ Capital Reserves include funds for equipment replacements and minor capital for building improvements.

2/ All similar projects' Total Revenue includes non-earned / contributed revenue sources such as revenue from contributions, gifts, grants, endowments, corporate sponsorships and other sources of non-earned revenues.

Source: Elevativ.



	<b>Stabilized Year in Current Dollars</b>
<b>EARNED REVENUE</b>	
Admissions Revenue	\$1,027,000
OSC Membership Revenue	\$59,000
Café Net Sales Revenue to OSC	\$97,000
Gross Retail Revenue	\$284,000
Facility Rental Net Revenue	\$90,000
Day Camp Revenue	\$150,000
Miscellaneous Revenue	\$51,000
<b>TOTAL EARNED REVENUE</b> <b>Rounded to Nearest 1,000</b>	<b>\$1,758,000</b>
<b>EXPENSES</b>	
Personnel Expenses	\$995,000
Cost of Goods Sold	\$142,000
Advertising, Printing & Publications	\$113,000
Administrative	\$187,000
Exhibits, Events & Programs	\$135,000
Occupancy	\$314,000
<b>Subtotal Operating Expenses</b>	<b>\$1,886,000</b>
Capital Reserves <sup>1/</sup>	\$57,000
<b>TOTAL OPERATING EXPENSES</b> <b>Rounded to Nearest 1,000</b>	<b>\$1,943,000</b>
<b>Net Income from Operations <u>Before</u> Non-Earned / Contributed Revenues</b>	<b>(\$185,000)</b>
<b>Non-Earned / Contributed Revenue Requirement for Breakeven Operations <sup>2/</sup></b>	<b>\$185,000</b>
<b>Net Income from Operations <u>After</u> Non-Earned / Contributed Revenue Requirement</b>	<b>\$0</b>

# Operating Potential Summary

- The proposed OSC will provide a wonderful opportunity for Noyo to:
  - Expand Noyo's public-facing offerings within Fort Bragg
  - Provide a world-class visitor experience that is both engaging and fun, as well as educational
  - Expose new audiences to Noyo's mission and vision and garner future donor support
- Noyo with the OSC elevates and transforms Noyo to a stronger operating profile with world-class visitor experience offerings.
- Creates an opportunity for Noyo to serve and attract larger and broader audiences and perform at a higher level overall.
- Creates opportunities for Noyo to attract additional donors and sponsors.
- OSC has the potential to sustain and grow its attendance potential if the OSC is refreshed every couple years and offers dynamic, changing exhibits and programs.
- Overall, the proposed OSC will be a welcome addition to the conservation, cultural and educational landscape of Fort Bragg benefiting the local community, region and Mendocino County as a whole.

## Recommended Next Steps

- The preliminary OSC staffing profile and operating expenses should be reviewed by Noyo as it relates to its larger proposed operation and organization as developed by Don Perkins and team.
- As the OSC's planning progresses, continue to revise the cash flow analysis to reflect the latest plans for the project and for the Noyo organization as a whole.



# Introduction and Assumptions

# Introduction

Elevativ was hired by EHDD to assist them and Noyo Center for Marine Science in understanding the preliminary market and economic potential of the proposed new Ocean Science Center as part of Noyo's larger operation in Fort Bragg.

This work was completed remotely (does not include site visit) as part of an iterative planning effort with EHDD and Noyo and its consultants, including Don Perkins.

This report document includes the following sections:

1. Assumptions
2. Baseline Review
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4. Overview of Site Context
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6. Preliminary Review of Comparable Projects
7. Preliminary Market and Economic Potential, including recommended next steps

# Assumptions

In preparing this report of the preliminary business plan of Noyo Center for Marine Science's proposed Ocean Science Center (OSC), the following assumptions were made. This study is qualified in its entirety by these assumptions.

1. The size and design of the proposed OSC will serve to create a high quality, stimulating attraction with broad-based audience appeal and a distinctive image. The entrances to the OSC will be highly visible and well signed.
2. The OSC will be competently and effectively managed by Noyo Center for Marine Science. An aggressive promotional and marketing campaign will be developed and implemented. The program will be targeted to prime resident and visitor markets. The admission price for the OSC will be consistent with the educational, entertainment and recreational value offered, and in line with current attraction admissions prices for other comparable destinations.
3. There will be no physical constraints to impede visitors to OSC, such as major construction activity. Changes in economic conditions such as a major recession, public health (such as the Covid-19 pandemic), political or major environmental problems that would negatively affect operations and visitation will not occur in the near future and are not assumed in this market and economic analysis.

## Assumptions (*continued*)

4. Every reasonable effort has been made in order that the data contained in this study reflect the most accurate and timely information possible and it is believed to be reliable. This study is based on estimates, assumptions and other information developed by Elevativ from its independent research efforts, general knowledge of the industry, and consultations with the EHDD and Noyo Center for Marine Science and its consultants. No responsibility is assumed for inaccuracies in reporting by the client, its agents and representatives, or any other data source used in the preparation of this study. No warranty or representation is made that any of the projected values or results contained in this study will actually be achieved. There will usually be differences between forecasted or projected results and actual results because events and circumstances usually do not occur as expected. Other factors not considered in the study may influence actual results.
5. Possession of this report does not carry with it the right of publication. This report will be presented to third parties in its entirety and no abstracting of the report will be made without first obtaining permission of Elevativ LLC, which consent will not be unreasonably withheld.
6. This report may not be used for any purpose other than that for which it was prepared. Neither all nor any part of the contents of this study shall be disseminated to the public through advertising media, news media or any other public means of communication without the prior consent of Elevativ LLC.
7. This report was prepared from May 2024 through the date of this report. It represents data available at that time.

# Baseline Review

# About Noyo Center for Marine Science

- **Mission:** To advance ocean conservation through education, exploration and experience.
- 3 sites
- \$5 admission for Discovery Center
- Serve approximately 30,000 people per year through on-site activities, programs both on and off site, outreach, etc.
- 154 memberships
- 2024 operating budget of approximately \$2.2 million includes design fees, construction of first warehouse on site, etc.; 2023 expenses were \$845,000
- “The Noyo Center has a three-pronged approach to development, supporting an innovative research program, creating an integrated education program and building a world-class facility for research, education and tourism. Our research and education programs support activities that engage the community, the visitor, and the scientist in order to inspire connection, communication, collaboration and creativity. **Our future Ocean Science Center facility will be a dynamic environment that showcases sustainability through its landscape, buildings and operations. This campus will unfold from the land with one element leading naturally to another as it grows and changes over time, transforming the former lumber mill site.”**



Source: Noyo Center for Marine Science.

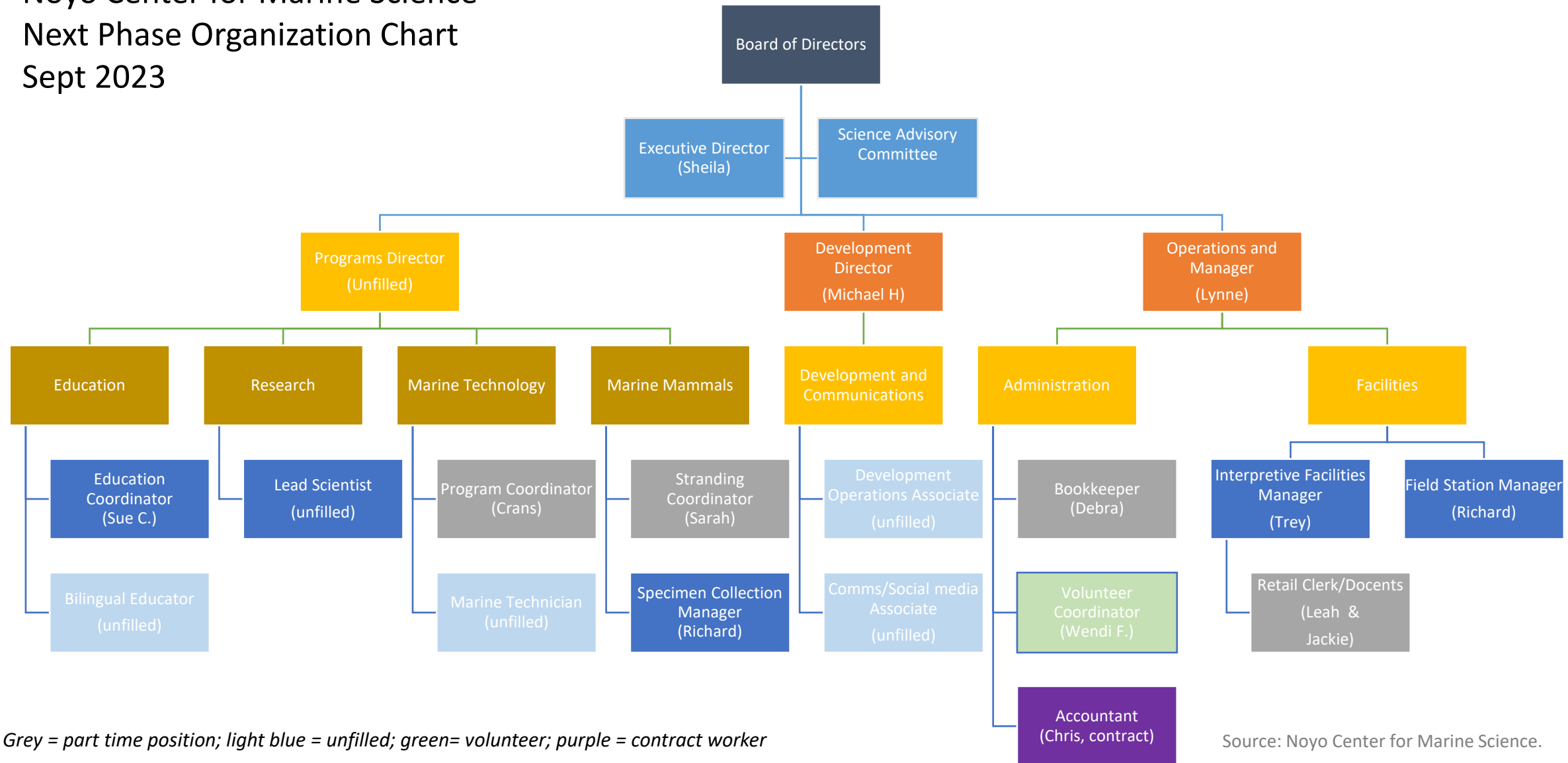
# 2023 & 2022 Noyo Marine Science Center and Shop Visitation Counts

	2023			2022
	Total Visitors	Museum Visitors	Percent Museum Vis. Of Total Vis.	Guests*
January	1,227	494	40%	961
February	1,826	664	36%	1,898
March	2,498	1,325	53%	2,231
April	1,889	941	50%	2,711
May	1,728	601	35%	2,710
June	4,136	1,155	28%	3,379
July	6,477	1,267	20%	6,228
August	4,174	981	24%	5,073
September	2,029	749	37%	3,886
October	1,522	414	27%	3,404
November	1,894	378	20%	2,830
December	1,762	519	29%	2,403
<b>TOTALS:</b>	<b>31,162</b>	<b>9,488</b>	<b>30%</b>	<b>37,714</b>

\*Noyo did not count visitors that only visited the exhibit space in 2022

Source: Noyo Center for Marine Science.

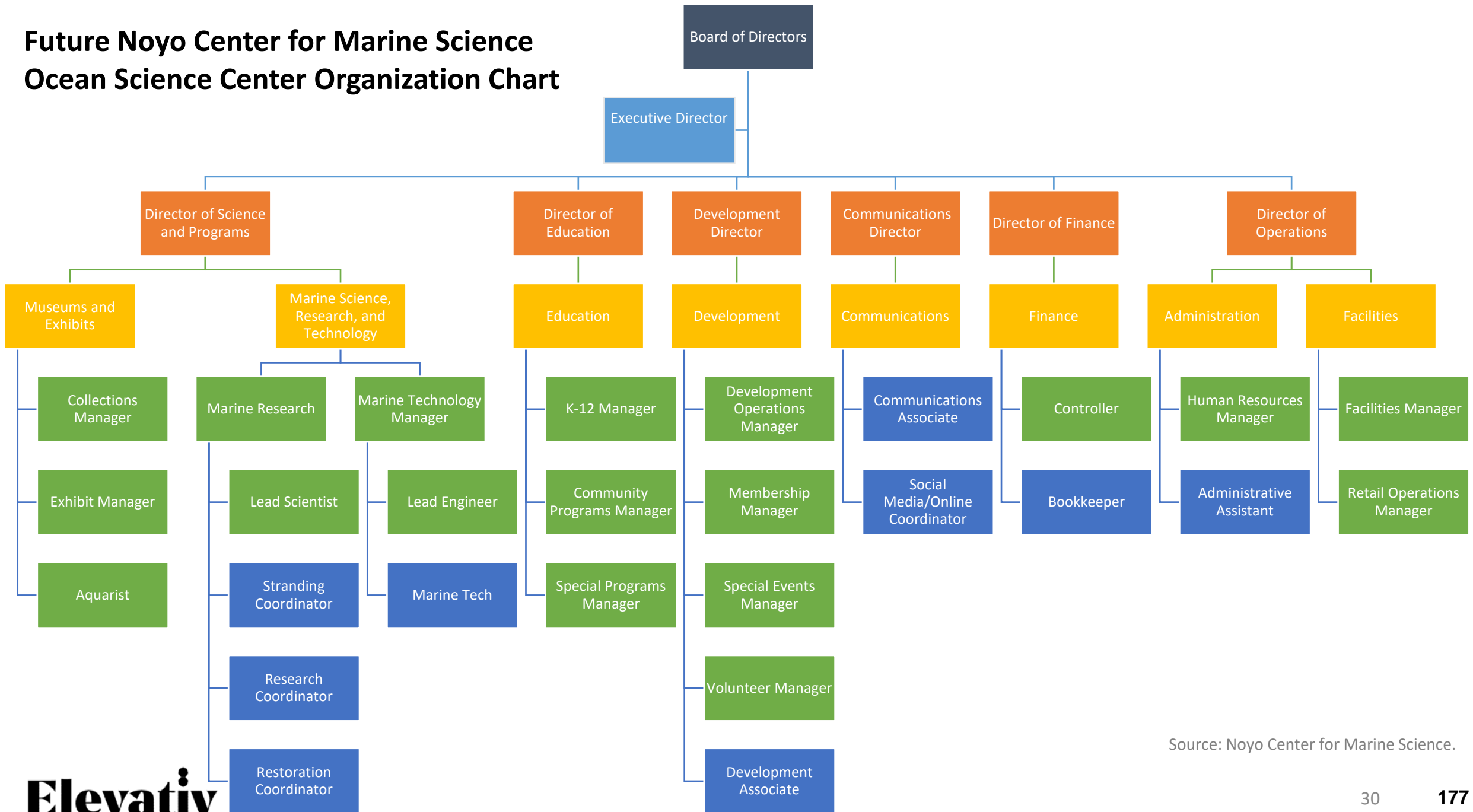
# Noyo Center for Marine Science Next Phase Organization Chart Sept 2023



Source: Noyo Center for Marine Science.



# Future Noyo Center for Marine Science Ocean Science Center Organization Chart

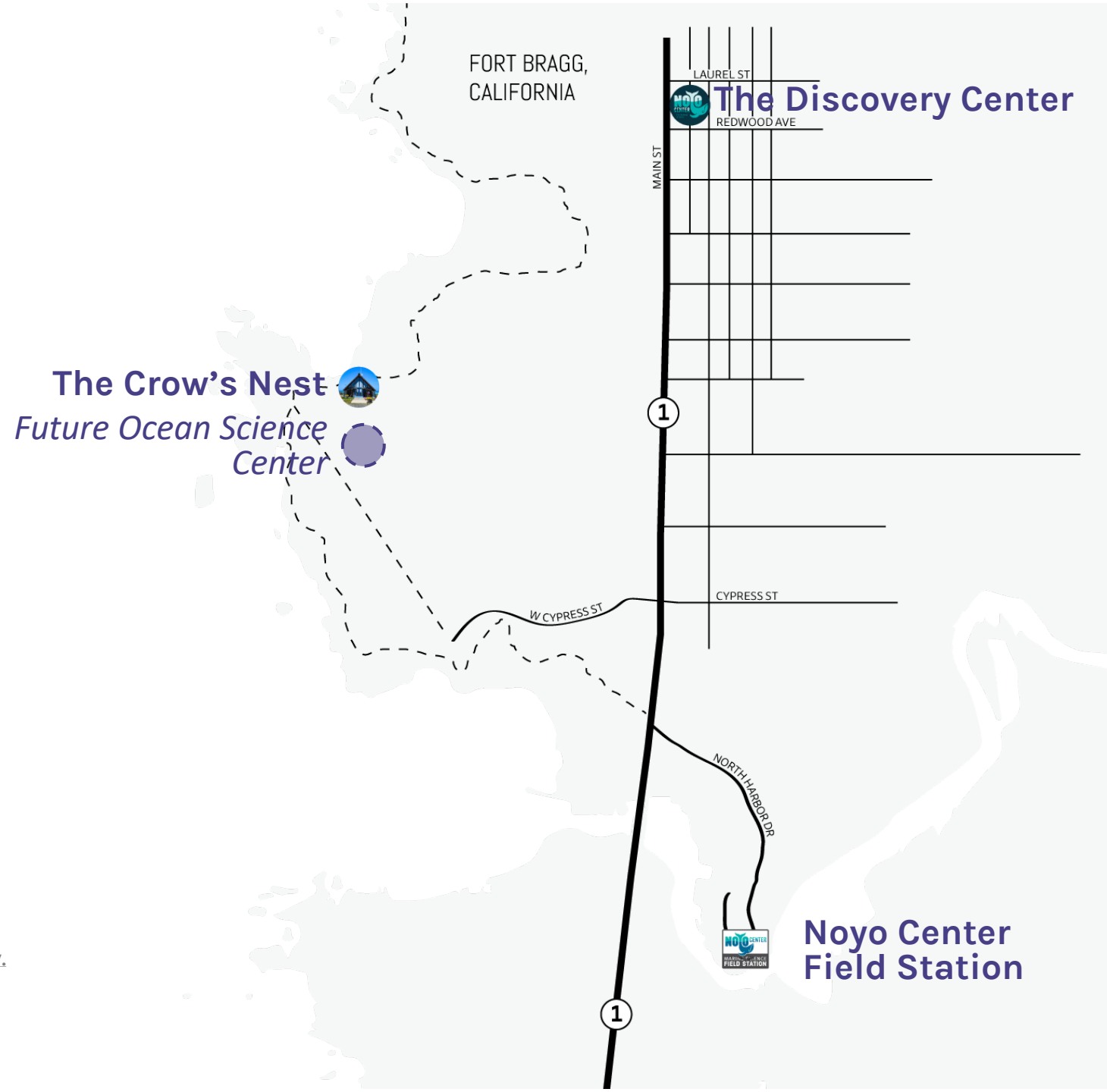


Source: Noyo Center for Marine Science.

# Overview of Site

# Sites Map Fort Bragg

- Walking distance between the Discovery Center and Crow's Nest: 22 minutes
- Driving distance between the Discovery Center and Crow's Nest: 6 minutes
- Driving distance between the Discovery Center and Field Station: 4 minutes



Source: [Noyo Center for Marine Science and Elevativ](#).

# Proposed OSC Site: Former Mill Site Reuse and Crow's Nest Site

\*Site is planned to include large mixed use development including attractions and new hotels etc.



Source: <https://cityfortbragg.prod.govaccess.org/departments/city-manager/former-mill-site-reuse>

# Project Description

# OSC Project Description

Source: Noyo Center for Marine Science

“The future headlands facility, the Ocean Science Center, will create a physical space for researchers, students, families and visitors to explore the Mendocino coast and investigate the dynamic relationship between humans and the natural world.

- Physical features will include:
  - Marine Research laboratories, office space and a marine mammal triage center.
  - Public interpretive area that includes an aquarium, tidal exhibits, auditorium and cafe.
  - An exhibition space featuring a 73-foot articulated blue whale skeleton and other natural history exhibits.
  - 11.5-acres of restored site that connects to shoreline and ocean habitats, the California Coastal Trail, and 90-acres of coastal park.
  - A campus designed for net-zero energy and zero carbon footprint.
- The 11.5 acre Ocean Science Center site is situated adjacent to recently protected coastal lands. Together the Ocean Science Center and Noyo Headlands Park will lead the redevelopment of a 400 acre former timber mill site spanning more than three miles of Fort Bragg’s waterfront.
- The site is ideal for interpreting a spectacular array of marine and terrestrial habitats. Colleges, universities, and other agencies throughout the region are eager to conduct research in this location due to the abundant and diverse species assemblages supported by:
  - Oceanographic features resulting in significant ecosystem productivity in zones of upwelling, river-ocean interface, eddy formation (the large Mendocino Eddy), and two large underwater canyons (Noyo Canyon and Vizcaino Canyon).
  - A diversity of accessible marine substrates (rocky benches, surge channels, sand and cobble beaches, many off shore monuments).”

# Proposed OSC Concept and Program of Spaces

- Located on approximately 17-acre bluff site on coast adjacent to existing Crow's Nest site and adjacent to future blue economy development, research areas and marine mammal rehabilitation areas by Noyo
- OSC total gross square feet of approximately 25,000
  - Includes 13,300 SF of exhibit areas
- Visitor experience as described by EHDD in July 2024
  - Aquarium tanks
  - Touch tank
  - Multimedia exhibits
  - Betty blue whale skeleton
  - Café
  - Commercial kitchen for facility rentals, cooking demonstrations and to serve café
  - Retail
  - Education spaces / classrooms
  - Community room
  - Outdoor wetland exhibits



Source: EHDD.

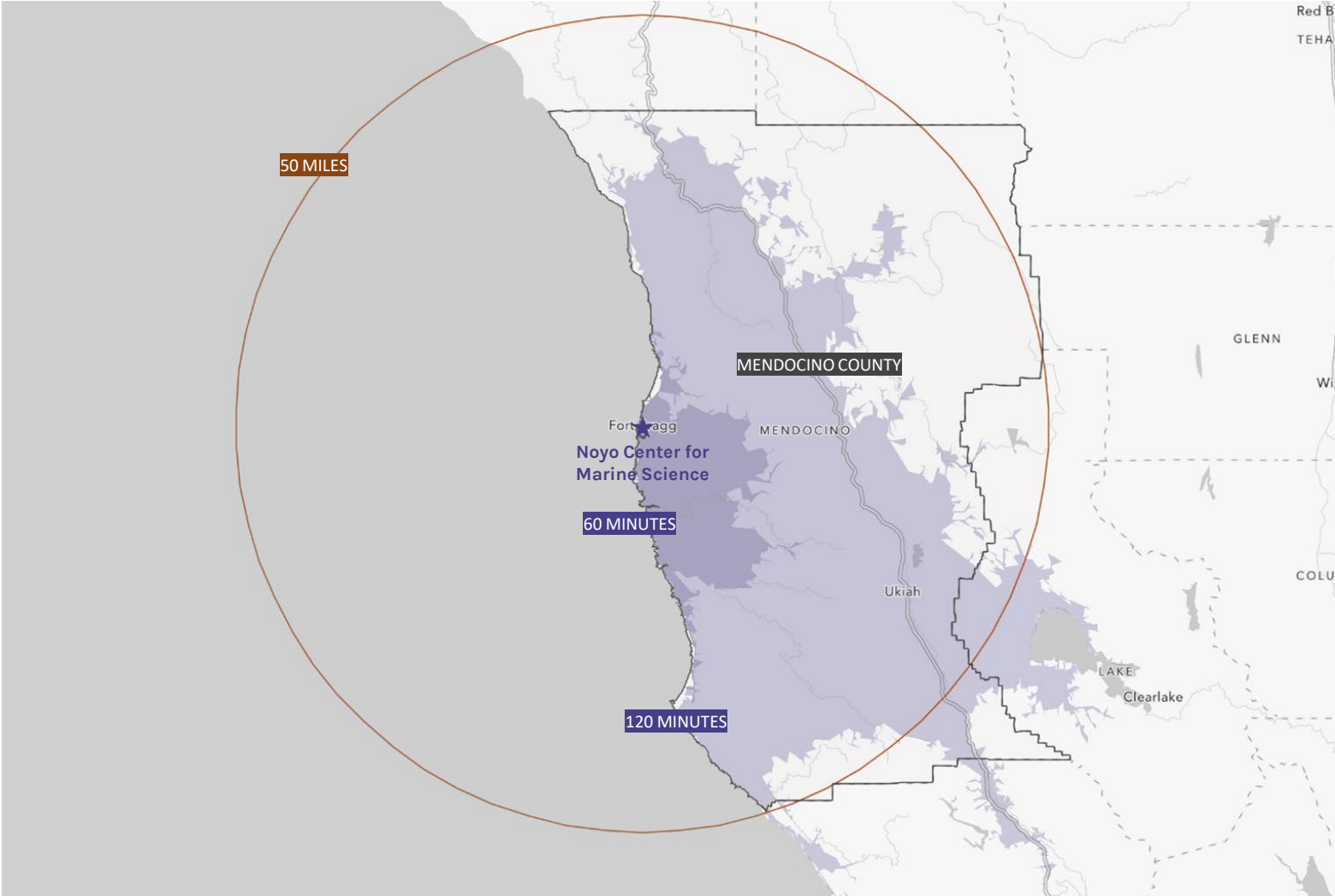
# Market Context



# Market Context

## 60, 120 minute drive time from site

YEAR	TOTAL POPULATION				
	0-60 MINUTE DRIVE	60-120 MINUTE DRIVE	50 MILES	CITY OF FORT BRAGG	MENDOCINO COUNTY
2010	19,393	100,591	93,843	7,231	87,841
2020	19,379	105,428	97,377	6,983	91,601
2023	19,051	105,682	97,350	6,745	91,534
2028	18,909	105,553	97,180	6,664	91,467



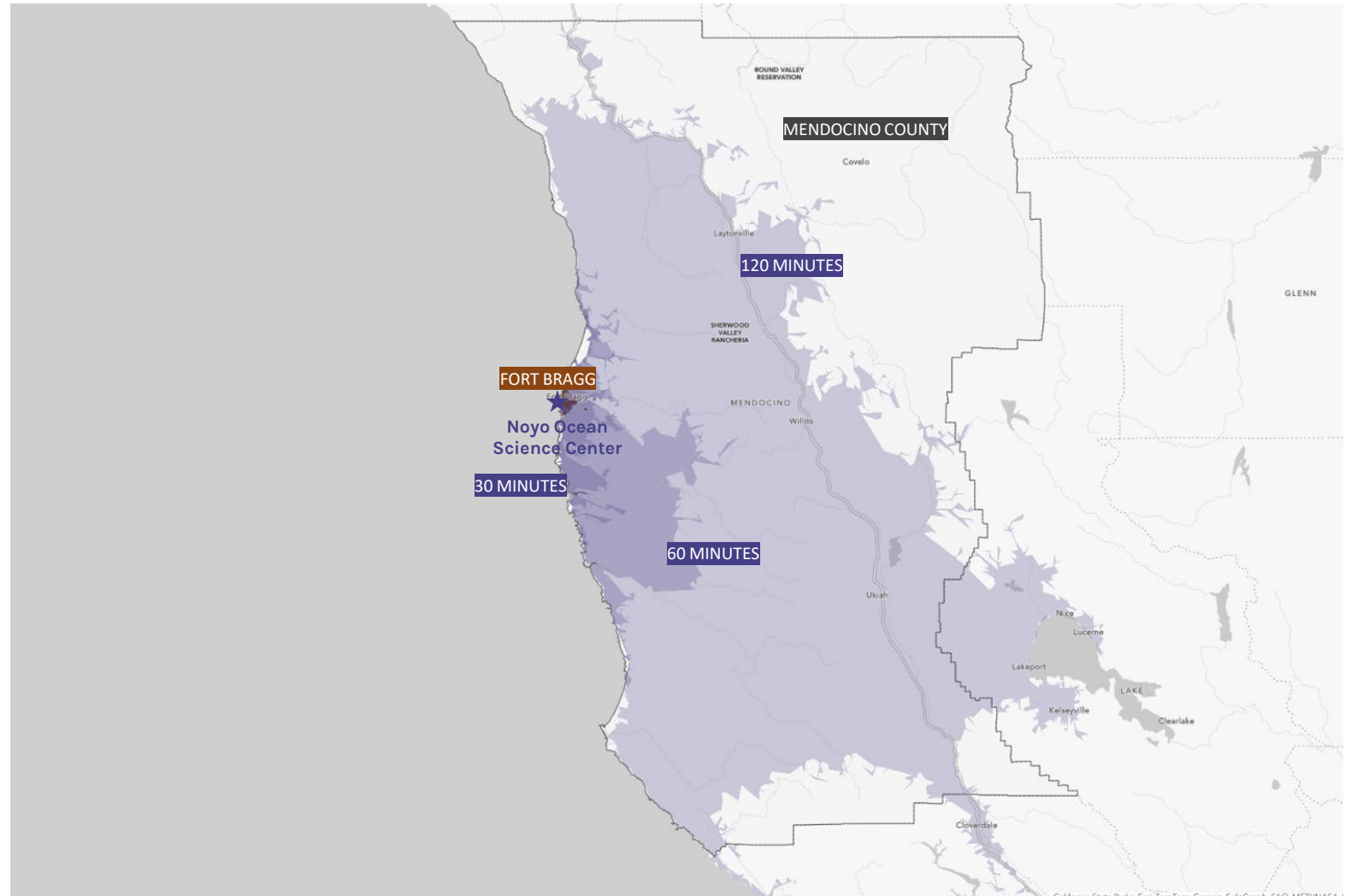
Source: ESRI and Elevativ

# Resident Market

# Resident Market

## 30, 60, 120 minute drive time from site

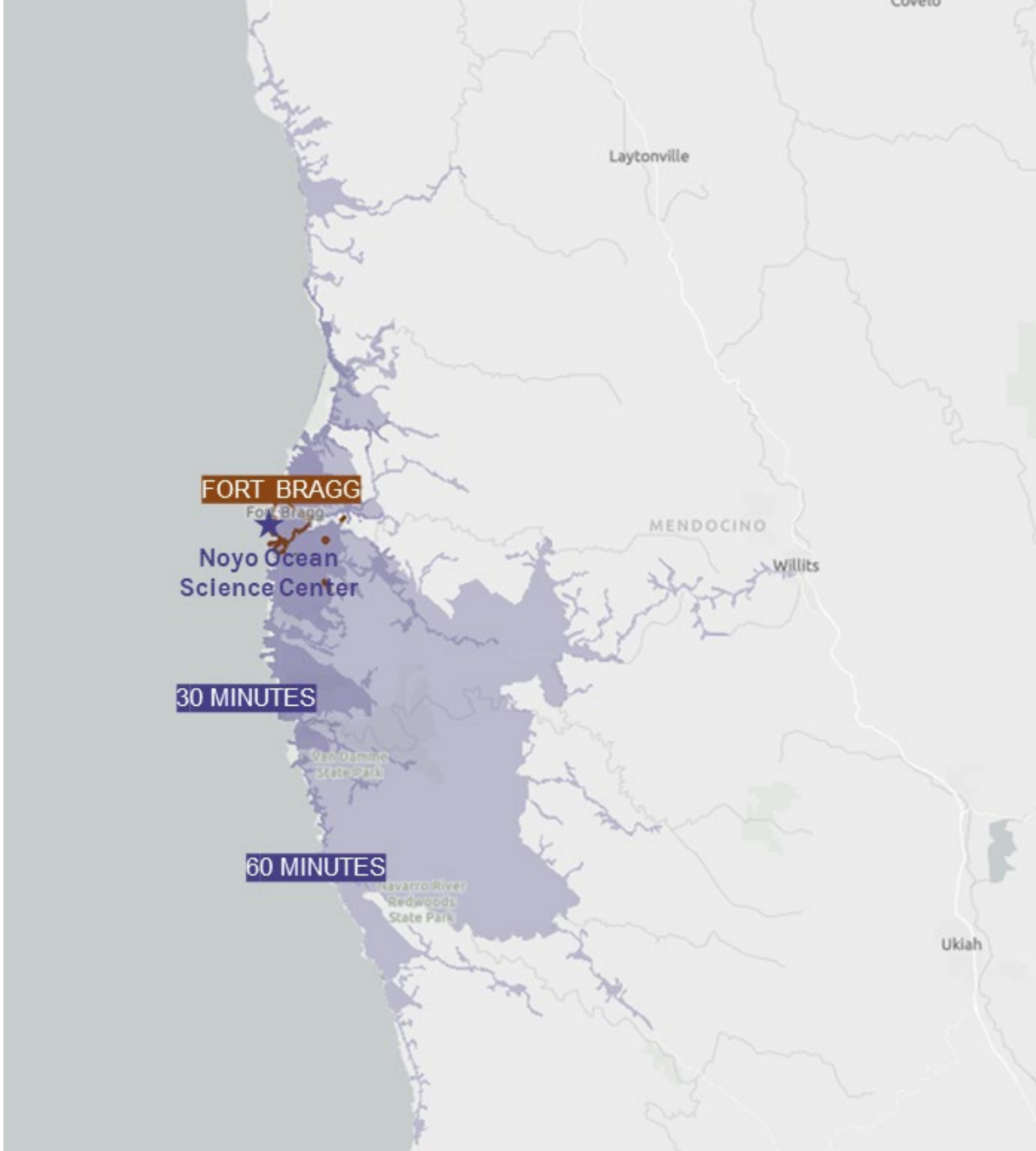
- The Resident Market Area for the proposed OSC is defined as the area within a 2-hour drive of the site.
- The area is further subdivided into the Primary Market Area, which includes the area within a 30-minute drive, the Secondary Market Area, which includes the area within a 30- to 60-minute drive, and the Tertiary Market Area, which includes the area within a 60- to 120-minute drive of the site.



Source: ESRI and Elevativ

# Resident Market

Zoom in of 60 minute drive time from site

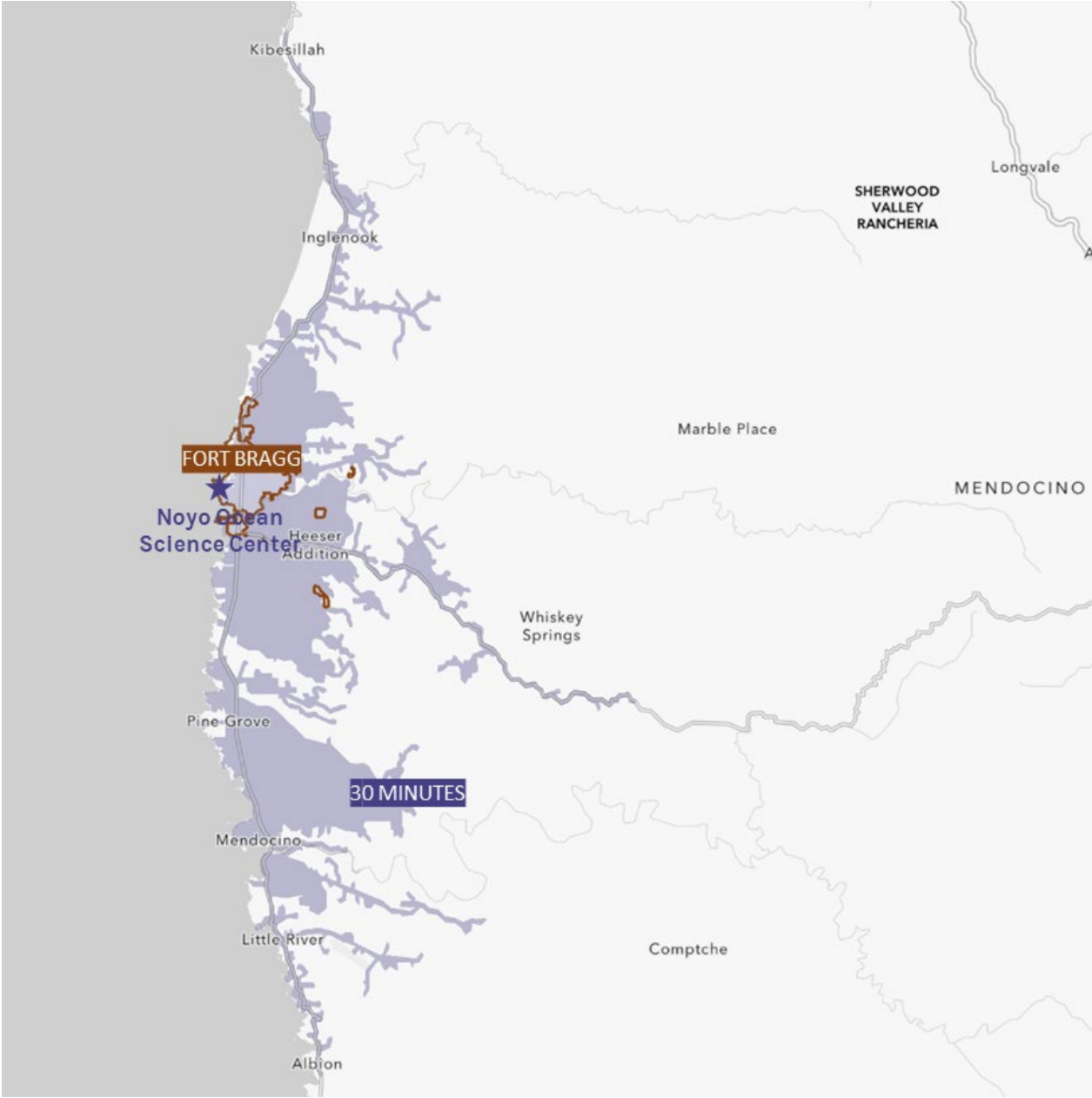


Source: ESRI and Elevativ



# Resident Market

Zoom in of 30 minute drive time from site



Source: ESRI and Elevativ



# Resident Market Population

## 30, 60, 120 minute drive time from site

Market Area	2010	2023	2028	Percent Change, 2023 to 2028
Primary Market Area	15,140	14,750	14,670	-0.5%
Secondary Market Area	3,880	3,910	3,860	-1.3%
Tertiary Market Area	96,140	101,030	100,950	-0.1%
<b>Total Resident Market Area</b>	<b>115,160</b>	<b>119,690</b>	<b>119,480</b>	<b>-0.2%</b>
City of Fort Bragg	7,231	6,745	6,664	-1.2%
Mendocino County	87,841	91,534	91,467	-0.1%
State of California	37,253,956	39,877,642	40,140,276	0.7%
United States	308,745,538	337,470,185	342,640,129	1.5%

Note: The Resident Market Area is defined as the area within a 2-hour drive of the site. The area is further subdivided into the Primary Market Area, which includes the area within a 30-minute drive, the Secondary Market Area, which includes the area within a 30- to 60-minute drive, and the Tertiary Market Area, which includes the area within a 60- to 120-minute drive of the site.

Sources: ESRI and Elevativ

# Age Profile

## 30, 60, 120 minute drive time from site

Market Area	Median Age	0 to 17	18 to 24	25 to 34	35 to 44	45 to 64	65+
Primary Market Area	48.9	16.8%	6.9%	10.5%	11.6%	26.4%	27.8%
Secondary Market Area	58.2	12.6%	4.5%	8.2%	11.2%	30.4%	33.2%
Tertiary Market Area	44.2	20.2%	7.5%	12.4%	12.0%	25.4%	22.6%
Total Resident Market Area	45.2	19.5%	7.3%	12.0%	11.9%	25.7%	23.6%
City of Fort Bragg	12.2%	20.1%	9.5%	13.1%	12.1%	25.4%	21.6%
Mendocino County	12.8%	19.7%	7.4%	12.1%	12.2%	25.3%	23.3%
State of California	12.2%	22.4%	9.6%	15.2%	13.5%	23.6%	15.7%
United States	12.8%	21.6%	9.3%	13.7%	13.1%	24.6%	17.8%

Source: ESRI and Elevativ

# School Age Children

## 30, 60, 120 minute drive time from site

Market Area	Estimated, 2023	Projected, 2028	Percent Change, 2023 to 2028
<b>Primary Market Area</b>			
Ages 0 - 4 (Daycare)	700	700	0.0%
Ages 5 - 10 (Pre K through Grade 5)	800	800	0.0%
Ages 11 - 13 (Grades 6 to 8)	400	400	0.0%
Ages 14 - 17 (Grades 9 to 12)	500	500	0.0%
<b>Subtotal, Primary Market Area</b>	<b>2,400</b>	<b>2,400</b>	<b>0.0%</b>
<b>Secondary Market Area</b>			
Ages 0 - 4 (Daycare)	100	100	0.0%
Ages 5 - 10 (Pre K through Grade 5)	200	200	0.0%
Ages 11 - 13 (Grades 6 to 8)	100	100	0.0%
Ages 14 - 17 (Grades 9 to 12)	100	100	0.0%
<b>Subtotal, Secondary Market Area</b>	<b>500</b>	<b>500</b>	<b>0.0%</b>

Market Area	Estimated, 2023	Projected, 2028	Percent Change, 2023 to 2028
<b>Tertiary Market Area</b>			
Ages 0 - 4 (Daycare)	6,100	6,200	1.6%
Ages 5 - 10 (Pre K through Grade 5)	7,700	7,500	-2.6%
Ages 11 - 13 (Grades 6 to 8)	3,900	3,900	0.0%
Ages 14 - 17 (Grades 9 to 12)	5,100	5,100	0.0%
<b>Subtotal, Tertiary Market Area</b>	<b>22,800</b>	<b>22,700</b>	<b>-0.4%</b>
<b>Total Resident Market Area</b>			
Ages 0 - 4 (Daycare)	6,900	7,000	1.4%
Ages 5 - 10 (Pre K through Grade 5)	8,700	8,500	-2.3%
Ages 11 - 13 (Grades 6 to 8)	4,400	4,400	0.0%
Ages 14 - 17 (Grades 9 to 12)	5,700	5,700	0.0%
<b>Total, Resident Market Area</b>	<b>25,700</b>	<b>25,600</b>	<b>-0.4%</b>

Source: ESRI and Elevativ



# Households

## 30, 60, 120 minute drive time from site

Market Area	Estimated Number of Households	Estimated Number of Family Households	Percent of Families to Total Households	Average Household Size
Primary Market Area	6,500	3,600	55%	2.24
Secondary Market Area	1,800	1,000	56%	2.10
Tertiary Market Area	39,200	24,800	63%	2.52
Total Resident Market Area	47,500	29,400	62%	2.47
City of Fort Bragg	2,942	1,662	56%	2.24
Mendocino County	36,424	22,259	61%	2.47
State of California	13,648,502	9,306,836	68%	2.85
United States	129,917,449	83,890,180	65%	2.53

Source: ESRI and Elevativ



# Income

## 30, 60, 120 minute drive time from site

Market Area	Median Household Income	Less than \$25,000	\$25,000 - \$49,999	\$50,000 - \$74,999	\$75,000 - \$99,999	\$100,000 +
Primary Market Area	\$57,200	20.7%	23.0%	16.8%	11.1%	28.4%
Secondary Market Area	\$63,800	23.9%	19.4%	8.6%	15.2%	33.0%
Tertiary Market Area	\$68,200	19.5%	17.6%	16.3%	13.3%	33.3%
Total Resident Market Area	\$66,500	19.9%	18.4%	16.1%	13.1%	32.6%
City of Fort Bragg	\$51,414	24.2%	24.3%	17.9%	12.2%	21.4%
Mendocino County	\$63,811	21.7%	18.7%	15%	12.8%	31.8%
State of California	\$89,455	14%	14.1%	14.2%	12.2%	45.6%
United States	\$72,603	16.6%	18.2%	16.5%	12.8%	36.1%

Source: ESRI and Elevativ



# Tourist Market

# Background – Mendocino County and Tourism

- Mendocino County’s rugged coastline and bucolic inland scenery, attracts visitors for relaxation, exploration, and outdoor recreation.
- Tourism is important to the region by generating taxes, supporting business and employment, and contributing to residents’ quality of life.
- Two key tourism related issues have emerged:
  - Peak travel, or "overtourism" impacting the visitor experience and quality of life for local residents;
  - COVID-19, which essentially shut-down travel and tourism in 2020. Tourism is recovering but with a greatly changed visitor profile and set of priorities for destination stewardship.

*Source: Mendocino County Resident & Visitor Profile & Perception Study by TAG for Visit Mendocino County, January 2023.*

# Summary of Findings of Perception Study of Visitors to County

- The vast majority of survey respondents who visited Mendocino County are Californians, mainly from Northern California.
- Mendocino's coastal area was most visitors' main destination.
- Seasonality is well distributed; Spring and Summer are the most visited seasons, with just slightly fewer in Fall, with far fewer in Winter.
- Nearly 94% of visitors rate their experience in Mendocino County as *highly enjoyable*, and most like its *scenic beauty* and *beaches*.
- Mendocino County offers visitors *familiarity* and a *get-away place*, as well as being *uncrowded*, and its *outdoor activities* and *open spaces*.
- Two-thirds visited mainly for *pleasure/vacation*.
- While in the area they dined in restaurants, were sightseeing, engaged in outdoor recreation and shopped.
- Almost all, 97% stayed overnight in the County, and 8 in 10 stayed in hotel type lodging.
- 99% of visitors spent money in Mendocino, averaging \$494 per group per day.

Source: Mendocino County Resident & Visitor Profile & Perception Study by TAG for Visit Mendocino County, January 2023.

# Summary of Findings of Perception Study of Visitors to County *(continued)*

- 90% were traveling with others on their trip, of which 60% were couples and 22% families. Groups averaged 2.8 persons.
- Respondents skewed older with a median age of 61.
- While 76% are married, 57% have no children at home.
- 65% of respondents are female and 34% are male.
- ▶ Visitors median annual household income is \$111,200; 55% report income of \$100,000+
- When traveling visitors seek to *minimize environment impact* and want *authentic destination experiences*.
- Regarding Mendocino County tourism, visitors rate that tourism *contributes economic benefits* and *offers great amenities*.
- As a destination, visitors like Mendocino County's *great outdoors, local restaurants* and its *protection of the environment*.

Source: Mendocino County Resident & Visitor Profile & Perception Study by TAG for Visit Mendocino County, January 2023.

# Summary of Findings of Perception Study of Visitors to County (*continued*)

- The high share of visitors from Northern California, suggests the opportunity to broaden reach to Central California and Southern Oregon, especially to potential visitors residing in non-coastal areas.
- Related to that is the high share of visitors who like the area for their *familiarity* with it. As a result, they use past experience more than media/resources for trip planning.
  - Those residing farther away who have not visited before are more likely to use media with messaging generated by Visit Mendocino County.
- Visitors want “authentic experiences;” often meaning places area residents frequent. The area’s music and arts can offer visitors these experiences.
- Visitors are thinking about and concerned with environment protection and minimizing negative tourism impacts.
  - Related messaging may encourage and attract like-minded visitors to Mendocino County.

Source: *Mendocino County Resident & Visitor Profile & Perception Study* by TAG for Visit Mendocino County, January 2023.

# Mendocino County Economic Impact of Travel 2023



MENDOCINO TRAVEL-RELATED SPENDING

**\$516.9M**



MENDOCINO STATE AND LOCAL TAX REVENUE

**\$49.2M**



MENDOCINO EMPLOYMENT

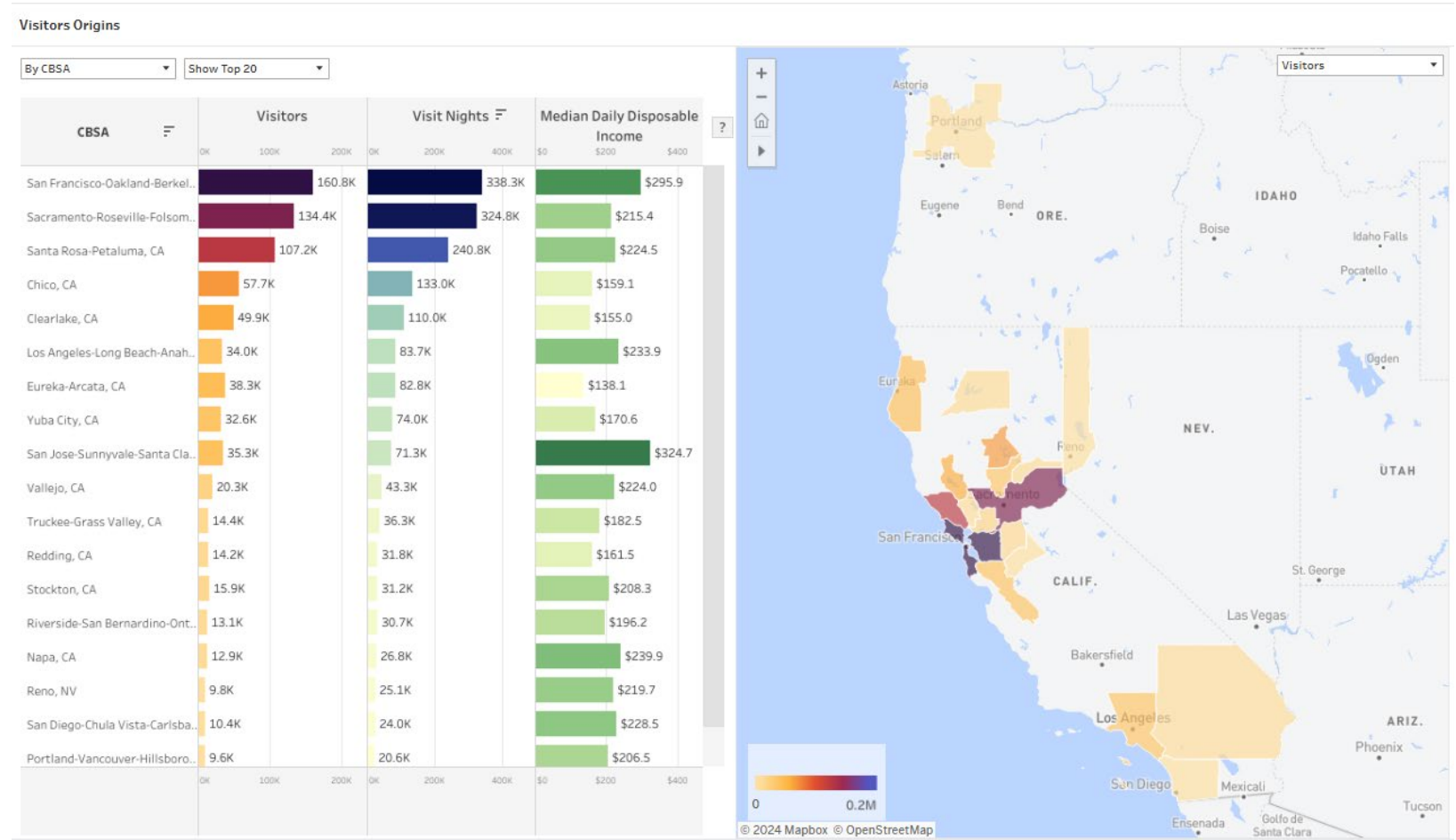
**6.0K**

Source: VisitCA.



# Mendocino County Overnight Visitors' Origin

- 1 million visitors in 2023 representing 2.3 million nights
- Average length of stay of 2.3 nights

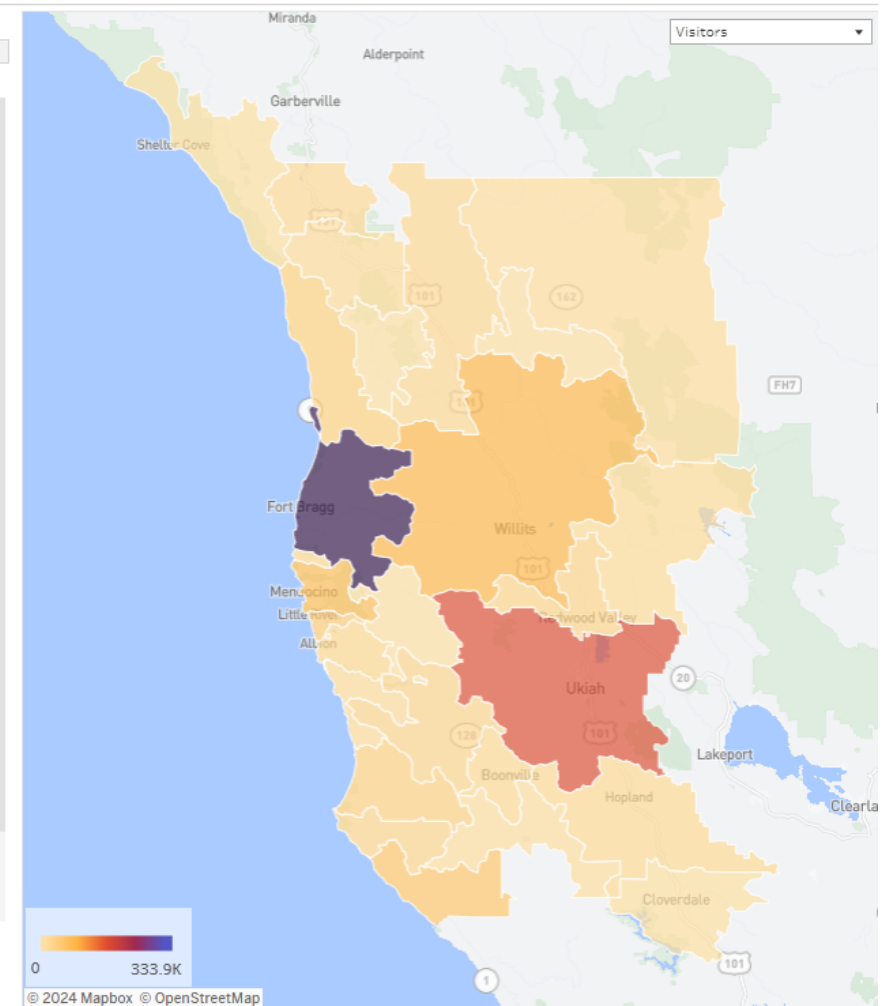
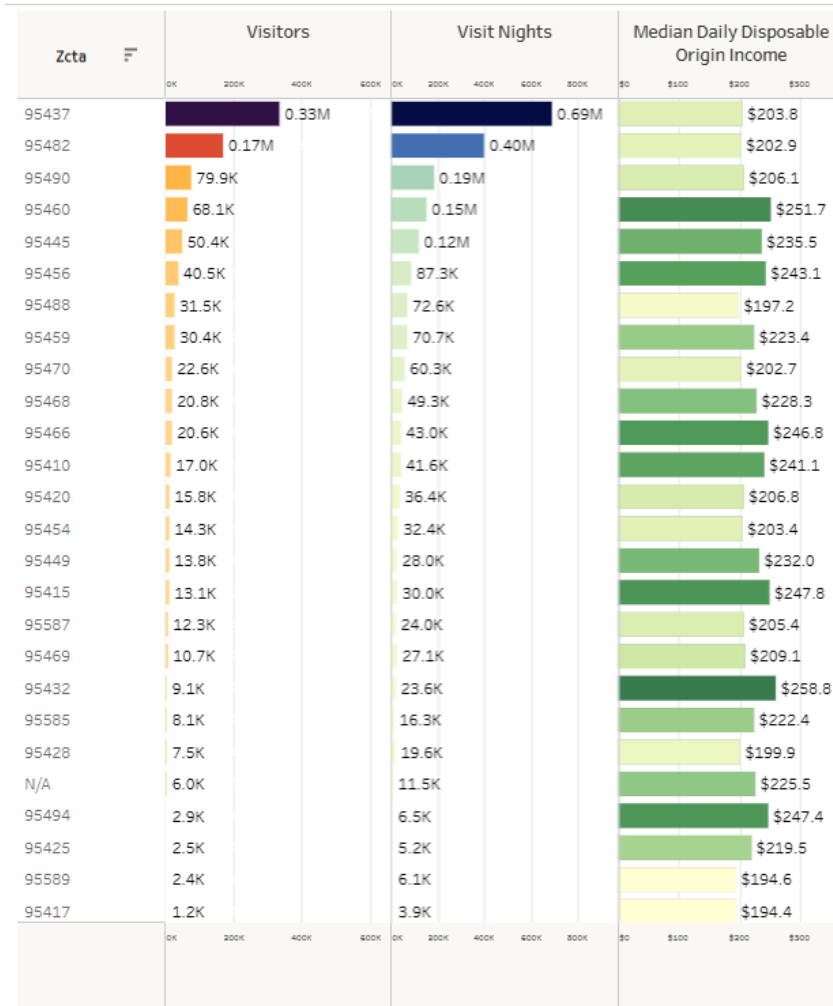


Source: Placer.ai

# Mendocino County Overnight Visitors in 2023 Top Destinations within the County

- Fort Bragg's zip code area had the highest number of overnight visitors in 2023 of approximately 330,000

Visitors Destinations

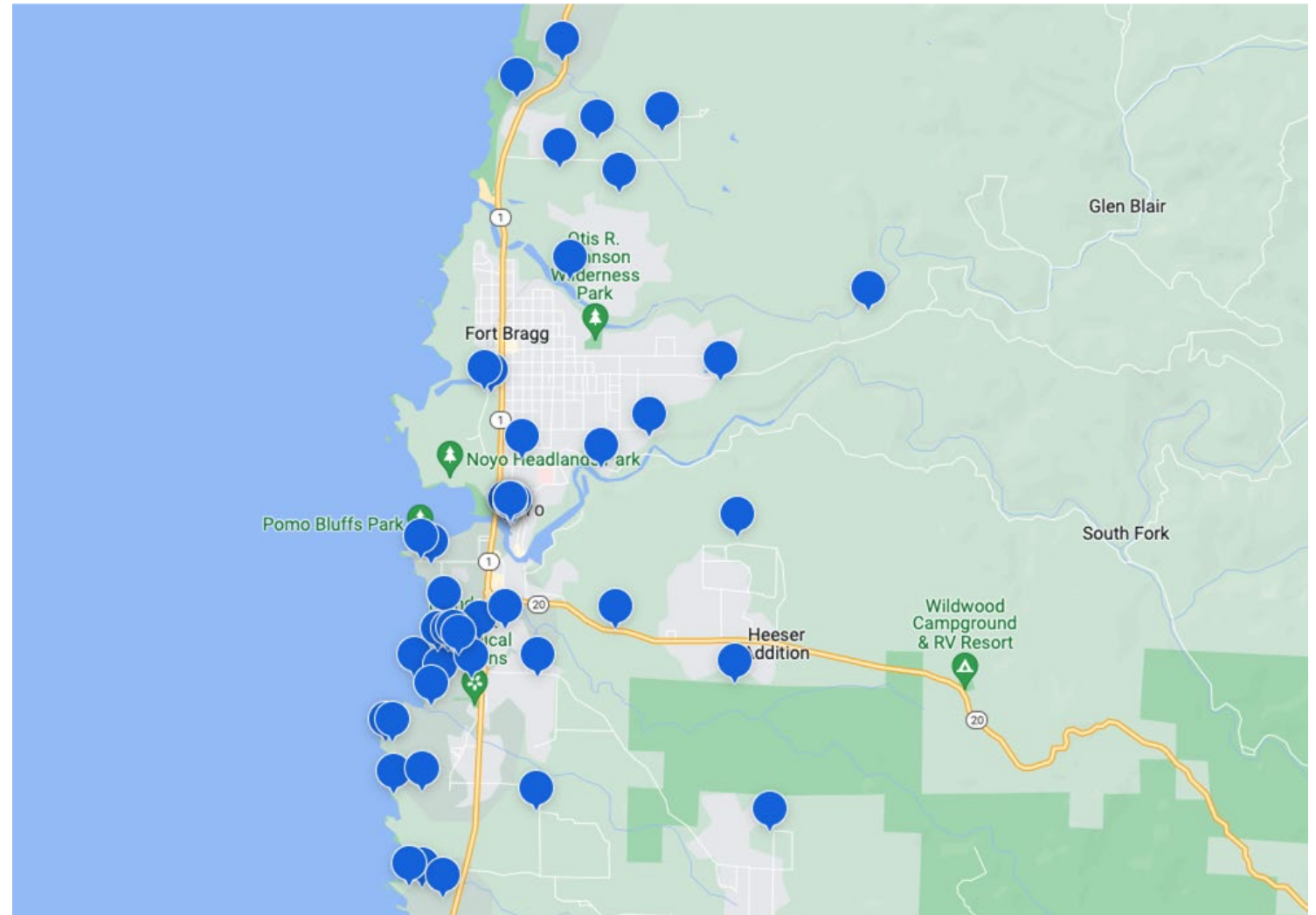


Source: Placer.ai

# Tourist Market Fort Bragg

June 2024

- 90 listings on Vrbo
- 167 listings on AirBnB



Source: Vrbo & AirBnB

# Short Term Vacation Rentals

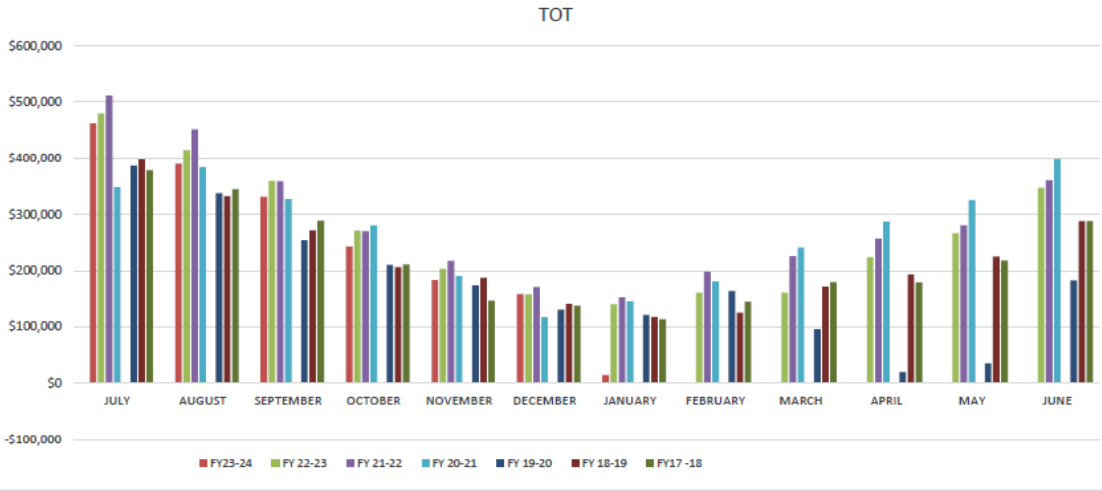
**Visitor Spending by Type of Traveler  
Accommodation by County**  
(% share STVR, 2023p)



Source: Dean Runyan Associates.

# Fort Bragg Tourism Tax Revenue and Seasonality

MONTH	% Change Prior Year	FY23-24	FY 22-23	FY 21-22	FY 20-21	FY 19-20	FY 18-19	FY17 -18	FY16-17	FY15-16
JULY	-4%	461,938.32	479,979.28	511,404.67	348,759.93	386,778.89	398,492.98	378,754.86	295,482	272,180
AUGUST	-6%	390,396.64	414,001.02	451,181.01	384,533.54	337,694.64	332,605.94	345,152.84	256,983	232,867
SEPTEMBER	-8%	331,557.88	359,766.26	359,165.05	327,566.17	254,201.13	271,950.36	288,905.17	219,272	196,692
OCTOBER	-10%	242,990.30	271,186.35	270,056.77	280,394.56	210,521.98	206,058.45	211,241.47	157,848	234,663
NOVEMBER	-10%	183,411.78	203,048.16	217,331.37	190,368.42	173,786.20	187,227.55	146,482.91	126,734	115,126
DECEMBER	0%	158,277.39	158,219.45	170,992.29	116,960.34	130,712.78	140,436.78	137,570.89	104,237	96,090
JANUARY	-90%	14,162.86	140,129.45	152,830.83	145,184.34	121,485.29	117,710.77	113,295.36	93,741	82,233
FEBRUARY	-100%	-	160,894.99	198,267.93	180,541.07	163,961.75	125,652.46	144,704.93	90,631	109,334
MARCH	-100%	-	161,050.71	226,022.29	240,823.73	96,209.09	171,289.36	179,853.42	130,530	133,398
APRIL	-100%	-	223,984.11	256,702.13	286,958.88	19,551.43	193,569.83	178,976.10	183,398	146,696
MAY	-100%	-	266,399.10	280,626.86	325,282.66	34,812.40	225,063.33	217,991.33	219,546	165,887
JUNE	-100%	-	347,372.67	361,190.16	398,740.17	182,941.33	288,469.88	288,459.45	295,778	216,008
Year to Date Change		1,782,735	3,186,032	3,455,771	3,226,114	2,112,657	2,658,528	2,631,389	2,174,179	2,001,173
			76%	126%	53%	-21%	1%	21%	9%	

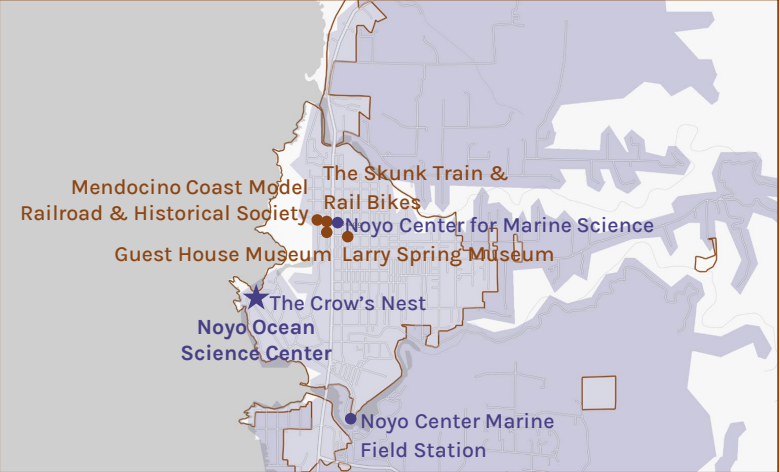


# Competitive Context

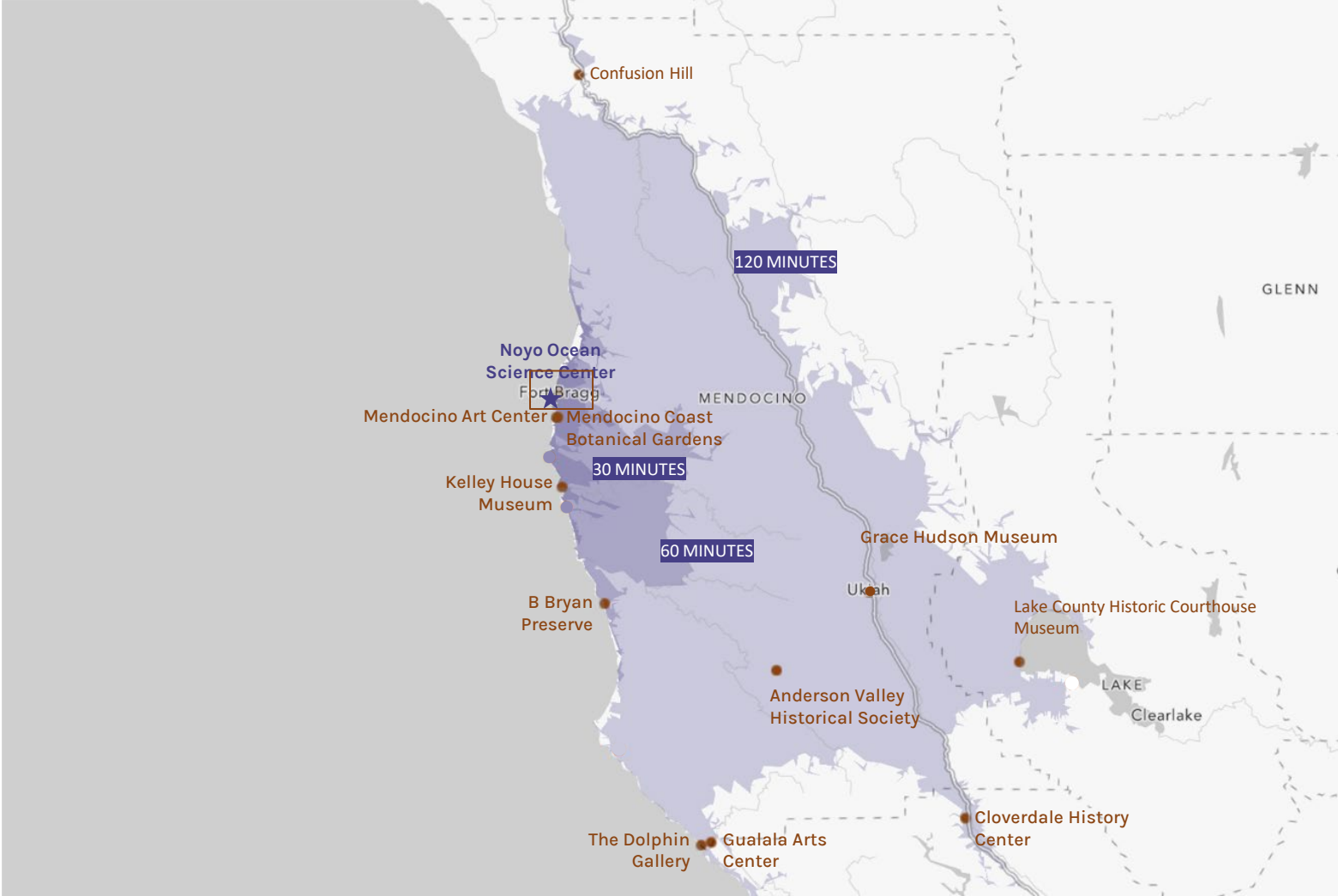
# Competitive Context

30, 60, 120  
minute drive  
time

→16 attractions



Source: ESRI, Google, & Elevativ



# Competitive Context

Within 60 minute drive time

→ Noyo Center for Marine Science Locations

Attraction	Location	Driving Time from site in Minutes	Placer Attendance 2023	Admission Pricing	Membership Pricing	Programs
Noyo Center for Marine Science	Fort Bragg	N/A	7,100	\$5 <i>(it was free prior to 2024)</i> <u>*Educational Tours:</u> Blue Whale (1 hr) \$75 per group	<u>Supportive Monthly:</u> Blue Whale \$100 Sea Star. \$50 Orca \$25 Bull Kelp \$15 <u>Annually:</u> Blue Whale \$1200 Sea Star. \$600 Orca \$300 Bull Kelp \$180 (memberships are annual or monthly donations)	Live nature feeds Gift shop Newsletter Marine Science Center Exhibits
Noyo Center Marine Field Station	Fort Bragg	4	8,300*	*Under development (research hub for staff)	*Same as Noyo Center for Marine Science	Conservation Efforts Restorative projects (current: Purple Urchin Ranching, Abalone Broodstock Program, Seaweed Tumbletanks)
The Crow's Nest	Fort Bragg	0	2,400	FREE <u>*Educational Tours:</u> Osprey (2 hr min.) \$75 per group Help the Kelp (2 hr min.) \$75 per group Pinniped (1 hr) \$75 per group	*Same as Noyo Center for Marine Science	Tide pool aquarium Marine mammal exhibits Blue whale skeleton

\*Attendable based on nearby activity within 50 ft

Source: ESRI, Google, Placer & Elevativ





# Competitive

## Context

60 minute drive  
time from site

Attraction	Location	Driving Time from site in Minutes	Placer Attendance 2023	Admission Pricing	Membership Pricing	Programs
Mendocino Coast Model Railroad & Historical Society	Fort Bragg	1	2,600	General: Adult (12+) \$5 Children (2-12) \$3	Regular \$35/year Supporting \$25/year	Extensive model railroad exhibit Walking tour of layout Rebuild project Blog Youtube Channel
Guest House Museum	Fort Bragg	1	4,500	FREE (accepts donations)	*Fort Bragg – Mendocino Coast Historical Society Memberships: Single \$30 Couple \$40 Patron \$100 Patron Couple \$150 Business \$200 Non profit \$50 Life \$400 Life Couple \$600 Family \$50	House exhibits

Source: ESRI, Google, Placer & Elevativ

# Competitive

# Context

60 minute drive time from site

Attraction	Location	Driving Time from site in Minutes	Placer Attendance 2023	Admission Pricing	Membership Pricing	Programs
The Skunk Train & Rail Bikes	Fort Bragg	1	49,000	<p><u>Rail Bike Fares:</u>                      Railbikes on Pudding Creek \$265 per bike (2 riders)                      8 AM Rise &amp; Shine trip \$195 per bike                      Railbikes on the Noyo \$495 per bike                      Dog Trailer \$30</p> <p><u>Train Fares:</u>                      Whisky Train (21+) \$119                      Days of Steam \$79.95                      Wolf Tree Turn \$59.95                      Pudding Creek Express \$49.95                      Pumpkin Express \$59.95</p> <p><u>Other Attractions:</u>                      Glen Blair Bar \$49.95                      Roundhouse Tour \$49.95                      Mr. Skunk's Giant Xmas Treee \$59.95</p>	Skunk Train Annual Passes \$399/ ticket	Rail Bikes Train tours Hikes Historical Exhibits Guided Tours Group Visits Seasonal/Holiday Events 21+ Events Wedding Venue
Larry Spring Museum	Fort Bragg	2	3,000*	FREE	Observer \$50 Experimenter \$100 Teacher \$200	DIY Scientific Models Exhibits Artist/Experimenter Installations

\*Attendable based on nearby activity within 50 ft

Source: ESRI, Google, Placer & Elevativ



# Competitive

## Context

60 minute drive  
time from site

Attraction	Location	Driving Time from site in Minutes	Placer Attendance 2023	Admission Pricing	Membership Pricing	Programs
Mendocino Coast Botanical Gardens	Fort Bragg	5	89,400	General Admission (18+) \$20 Seniors (65+) \$17 Juniors (6-17) \$8 Children (≤5) FREE Member FREE Member's Guest \$10 Local \$10 Military \$12 Museums for All Program \$2.00	Individual \$75 Household \$125 Rose \$200 Magnolia \$400 Camellia \$750 Dahlia \$1200 Rhododendron \$2000	Gardens Art in the Gardens Event Group Tours Private Events Wedding Venue
Kelley House Museum	Mendocino	16	3,200	FREE (accepts donations)	Historian \$75 Curator \$150 Museum/Business Sponsor \$275 \$Museum Benefactor \$2000	Exhibits Walking tour Lawn parties Events
Mendocino Art Center	Mendocino	16	6,600	Workshop/Event Pricing: *Dependent on event/workshop length \$429 - \$1,882	Student (<18) FREE Individual \$100 Senior (65+) \$50 Supporter \$200	Multi-Day Art Workshops Events Art Camps Exhibits Online galleries Visitor Lodging

Source: ESRI, Google, Placer & Elevativ

# Competitive Context

Between 60 and 120 minute drive time

Attraction	Location	Driving Time from site in Minutes	Placer Attendance 2023	Admission Pricing	Membership Pricing	Programs
Anderson Valley Historical Society	Boonville	63	23,700*	FREE	Family Membership \$40 Friend of the Museum \$75 Lifetime Membership \$250 Annual Business \$150	Exhibits (e.g. school) Graveyards Resident Interviews Room Rental Valley Chat Events Membership Gatherings
B Bryan Preserve	Point Arena	65	7,100	<u>Car Safaris:</u> Adult \$25 Child (≤10) \$15 <u>Guided Tours:</u> Adult \$35 Child (≤10) \$20 <u>Other Tours:</u> Private VIP Tour \$250  <u>Cottages (2 night min):</u> \$250	No membership option	Tours Multi-night Stays Animals Preservation

\*Attendable based on nearby activity within 250 ft

Source: ESRI, Google, Placer & Elevativ

# Competitive Context

Between 60 and  
120 minute drive  
time

Attraction	Location	Driving Time from site in Minutes	Placer Attendance 2023	Admission Pricing	Membership Pricing	Programs
Point Arena Lighthouse	Point Arena	68	36,700	<p>Site Visit: Adult (12+) \$5 Under 12 FREE Member FREE</p> <p>Tower Tours: General (4+) \$500 Member FREE</p> <p>Lodging: Sun-Thurs \$199 - \$399 Fri-Sat \$229 - \$449</p>	<p>Apprentice Keeper \$25 Keeper's Assistant \$50 Keeper's Assistant II \$100 Lighthouse Keeper \$200 Head Lighthouse Keeper \$500 Silver Lighthouse Keeper \$1000 Gold Lighthouse Keeper \$5000 Platinum Lighthouse Keeper \$10000</p>	<p>Indoor Museum Outdoor Museum Light Station Store Tours</p>
Grace Hudson Museum/Sun House	Ukiah	80	8,100	<p>Individual \$5 Students \$4 Seniors \$4 Families \$12 Military FREE Native Americans FREE</p>	<p>Senior (62+) Single \$15 Professional Educator Single \$15 Senior (62+) Dual \$15 Professional Educator Dual \$15 Individual \$30 Dual \$50 Family \$65 Supporter \$165 Patron \$525 Life \$2000</p>	<p>Exhibits Wild Gardens Sun House Gift Shop</p>

Source: ESRI, Google, Placer & Elevativ

# Competitive Context

Between 60 and  
120 minute drive  
time

Attraction	Location	Driving Time from site in Minutes	Placer Attendance 2023	Admission Pricing	Membership Pricing	Programs
The Dolphin Gallery	Gualala	84	7,200	FREE	*Gualala Arts Memberships: Individual \$30 Family \$50 Business \$50 Art Angel additional donation	Art gallery Retail art Newsletter Other Gualala ticket sales Workshops
Confusion Hill	Leggett	85	21,600	Gravity House: Adult \$5 Children (4-12) \$4 Children (≤3) FREE Mountain Train Ride: Adults \$10 Children (4-12) \$7.50 Children (≤3) FREE	No membership option	Attractions
Gualala Arts Center	Gualala	86	4,800	FREE (ticketed events and workshops)	Gualala Arts Memberships: Individual \$30 Family \$50 Business \$50 Art Angel additional donation	Art gallery Fine Arts Fair Event Center Workshops

Source: ESRI, Google, Placer & Elevativ

# Competitive Context

Between 60 and  
120 minute drive  
time

Attraction	Location	Driving Time from site in Minutes	Placer Attendance 2023	Admission Pricing	Membership Pricing	Programs
Lake County Historic Courthouse Museum	Lakeport	105	3,400*	FREE (suggested small donation)	\$15 - Individual \$25 - Friend \$50 - Sponsor \$100 - Steward \$250 - Patron \$500 - Benefactor	Pomo Baskets and other Native American artifacts Geologic History of Clear Lake Gem and Mineral Display Pioneer artifacts Restored Courtroom Research Library and Photograph Collection
Cloverdale History Center	Cloverdale	106	9,000*	FREE (ticketed events)	Individual \$35 Family \$45 Business \$50 Contributing \$100 Sustaining \$500 Benefactor \$1000	Exhibits on local area Library for Research Newsletter

\*Attendable based on nearby activity within 100 ft

Source: ESRI, Google, Placer & Elevativ

# Preliminary Review of Comparable Projects



# Case Studies Reviewed

- 6 case studies were reviewed
- 3 are independent 501c3's, 2 are affiliated with universities and 1 is part of a city's parks and recreation department

Organization	Location	Governance
Cabrillo Marine Aquarium	San Pedro, CA	City of Los Angeles Department of Recreation and Parks  *has supportive, 501c3 friends group, Friends of Cabrillo Marine Aquarium
Hatfield Marine Science Center	Newport, OR	Oregon State University
Living Coast Discovery Center	Chula Vista, CA	501c3
Ocean Institute	Dana Point, CA	501c3
Seymour Marine Discovery Center at UCSC	Santa Cruz, CA	Long Marine Laboratory at UCSC
Turtle Bay Exploration Park	Redding, CA	501c3

Source: Facilities listed and Elevativ

# Case Studies Reviewed

*(clockwise from top left: Cabrillo, Hatfield, Living Coast, Ocean Institute, Seymour & Turtle Bay)*



# Case Studies

Organization	Mission	Program Content	Admission Levels and Pricing	Membership Levels and Pricing	Notes
Cabrillo Marine Aquarium	To engage all visitors in education, recreation, and research to promote knowledge, appreciation, and conservation of the marine life of Southern California	Exhibit Hall Exploration Center Aquatic Nursery John M. Olguin Auditorium Cabrillo Coastal Park Research/Conservation School programs Events Channel Island Adventures Discovery Lecture Series Meet the Grunion Whale Watch Trips After School and Summer Programs <u>Weekend Programs</u> Beach Cleanup Native Garden Restoration Nature Journaling Public Fish Dissection Salt Marsh Open House Tidepool Walks Walk Cabrillo	Suggested donation of \$7 for adults and \$3 for children and seniors.	Student \$25.00 Senior/Military \$40.00 Individual \$50.00 Dual/Family \$75.00 Supporter \$100.00 Sponsor \$150.00 Benefactor \$300.00 Patron \$500.00 Partner \$1000.00	The aquarium is operated by the City of Los Angeles Department of Recreation and Parks.  Friends of the Cabrillo Aquarium 501c3: THE ORGANIZATION'S OPERATIONAL GOALS INCLUDE SOLICITATION, RECEIPT AND DISTRIBUTION OF FUNDS FOR EDUCATIONAL PROGRAMS AND SERVICES OF CABRILLO MARINE AQUARIUM.
Hatfield Marine Science Center	To advance Oregon State University's (OSU) mission through research, education, and outreach in marine and coastal sciences.	<u>Hatfield Visitor Center</u> Research ship simulator Touch Tank Octopus Exhibit Crustacean Station Tsunami Wave Tank Erosion Tank Marine Mammal Skeletons AR Sandbox  <u>Gladys Valley Marine Studies Building</u> Innovation Lab Auditorium Labs Cafe  School Programs Tours Guinn Library Gift Shop Yaquina Estuary Trail Whale Watching	General (5+) \$5	N/A	Located on 49-acre campus and within 74,000 SF building.

# Case Studies (continued)

Organization	Mission	Program Content	Admission Levels and Pricing	Membership Levels and Pricing	Notes
Living Coast Discovery Center	To increase knowledge of coastal environments, climate change adaptation, and human coexistence with the natural resources of San Diego Bay	Turtle Lagoon Aquarium Shark & Ray Experience Raptor Row Living Coast Exhibit - Eagle Mesa Native Pollinator Garden Compost Garden Walking Trails Wildlife Camps School Programs Community Programs Family Programs Scout Programs Trail to Bay Hikes Team Up to Clean Up Private Rentals Gift Shop Conservation	Adults (13+) \$20 Children (3-12) \$15 Children (2 and under) Free Student Discount \$16 Senior Discount (Ages 65+) \$16	\$149 Household – For up to 6 named adults or children in the same household. Plus two 2-for-1 admission coupons. \$149 Grandparents – For up to 6 named adults or children, including grandchildren. Plus two 2-for-1 admission coupons. \$89 Dual – 2 people. Plus two 2-for-1 admission coupons. \$49 Individual – 1 person. Plus one 2-for-1 admission coupon.	<i>From website: On average, we see <b>70,000</b> visitors each year, including families, school groups, and special events.</i>  Located in 326-acre refuge.  <i>Since 1987, the Living Coast has provided a living interpretive experience while promoting coastal resource conservation and environmental stewardship through education. The Living Coast is a zoo and aquarium that focuses on local animals from the San Diego region and provides unique opportunities to explore nature trails, learn about coastal resource conservation, and experience native wildlife up-close. Through partnerships with the City of Chula Vista and U.S. Fish and Wildlife Service, the Living Coast conducts nature-based educational programs and collaborative research within the 316-acre Sweetwater Marsh Unit of the San Diego Bay National Wildlife Refuge. Our vision is a thriving natural coast through engaged conservation.</i>
Ocean Institute	Using the ocean as our classroom, we inspire children to learn.	Exhibits Field Trips Teen Programs Whale and Marine Life Tour Sail on Spirit of Dana Point Bioluminescence Night Cruise Birthday Parties Beach Clean-ups Summer Camps Venue Rentals Gift Shop Annual Maritime Festival	Adult: \$15.00 Senior (55+ y.o)/Military: \$10.00 Child (19 months – 13 y.o): \$7.50 Toddler (18 months and under): \$0	Sea Star: \$250 Teacher: FREE Jr. Explorer - Youth: \$50 Individual: \$100 Family: \$150 Senior: \$175 Captains Compass: \$400 Sealife Sponsor: \$650 Ocean Advocate: \$1,500	located on 2.4 acres in the Dana Point Harbor; adjacent to a Marine Protected Area.  The Institute includes state-of-the-art teaching labs, the spectacular Maddie James Seaside Learning Center, a historic tall ship, and an oceanographic research vessel. Immersion-based field trips range from one-hour science labs to multi-day programs at sea. All programs are designed to maximize immersion, spark curiosity, and inspire a deep commitment to learning.

# Case Studies (continued)

Organization	Mission	Program Content	Admission Levels and Pricing	Membership Levels and Pricing	Notes
Seymour Marine Discovery Center at UCSC	To educate people about the role scientific research plays in the understanding and conservation of the world's oceans	<ul style="list-style-type: none"> <li>Indoor Exhibits</li> <li>Outdoor Exhibits</li> <li>Events</li> <li>Group visits</li> <li>School field trips</li> <li>Discovery Lab &amp; Tour</li> <li>Ocean Explorers Summer Program</li> <li>Private event rentals</li> <li>Behind-the-Scenes Research Tour</li> <li>Younger Lagoon tours</li> <li>Long Marine Laboratory</li> <li>Gift Shop</li> <li>Coffee/Snacks</li> </ul>	<ul style="list-style-type: none"> <li>Adult \$12</li> <li>Senior (65 and older) \$11</li> <li>Student (with ID) \$9</li> <li>Child (3-17) \$9</li> <li>Toddler (2 and under) Free</li> <li>Members (join now) Free</li> <li>UC Santa Cruz undergraduate with valid ID Free</li> </ul>	<ul style="list-style-type: none"> <li>Individual \$50.00</li> <li>Dual/Family \$80.00</li> <li>Discoverer's Circle \$115.00</li> <li>Explorer's Circle \$250.00</li> <li>Researcher's Circle \$500.00</li> <li>Leadership Circle \$1,500.00</li> </ul>	<p>All programs and daily operations of the Seymour Marine Discovery Center are funded through memberships, gifts, grants, special events, program fees, facility rentals, gift store sales, and admission fees. We rely on our community to keep us running.</p> <p>Through our breathtaking seaside learning center, we bring the adventures and explorations of ocean science to life. Powered by the Long Marine Laboratory, a world-renowned university research facility, the Seymour Marine Discovery Center offers hands-on immersion into the world of ocean exploration and discovery. In our 20,000-square-foot visitor center, guests can touch a shark, explore the latest discoveries in ocean science, and take in the spectacular Monterey Bay, which has been called the "Serengeti of the sea" for its incredible diversity of marine life. The Center offers a deeper dive into the research conducted at Long Marine Lab and a chance for everyone to find their inner scientist through rich experiential learning programs including school field-trips, summer youth programs, Science Sundays, volunteer opportunities, internships, and more.</p>
Turtle Bay Exploration Park	To inspire wonder, exploration, and appreciation of our world.	<p><u>Turtle Bay Museum</u></p> <ul style="list-style-type: none"> <li>Oak Tree</li> <li>Visible River Aquarium</li> <li>Cave</li> <li>Salt Water Tank</li> <li>Urban Watershed Touch Table</li> <li>River Lab</li> <li>Wintu Bark House</li> <li>Atsugewi Lumjawi</li> <li>History Gallery</li> <li>Resource Gallery</li> <li>Dam to Bridge</li> <li>Amazing Pollinators</li> <li>Yosh Sugiyama</li> <li>Museum Store</li> </ul> <p><u>Turtle Bay Park</u></p> <ul style="list-style-type: none"> <li>Sundial Bridge</li> <li>Animal Exhibits and Programs</li> <li>Access Programs</li> <li>Forest Camp</li> <li>Dining</li> <li>Hotel</li> <li>McConnell Arboretum &amp; Botanical Gardens</li> <li>School Field Trips</li> <li>Discovery Camps</li> <li>Family Programs</li> </ul>	<ul style="list-style-type: none"> <li>Adult (16-64) \$20.00</li> <li>Child [4-15] \$16.00</li> <li>Senior (65+) \$16.00</li> <li>Child 3 and Under \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>Senior Membership \$10 Discount</li> <li>Individual \$75</li> <li>Family \$105</li> <li>Contributor \$200</li> <li>Patron \$350</li> <li>Benefactor \$500</li> <li>College Student \$50</li> <li>Family Plus \$125.00</li> <li>Contributor Plus \$240.00</li> <li>Organization Membership</li> </ul>	<p>Located in 300-acre park. Accredited as a zoo.</p> <p>April 2023: Turtle Bay Breaks Ground On NEW Environmental Resource Building</p>

Source: Facilities listed and Elevativ.



# Summary Review of Case Studies

- **60-minute drive time population** ranges from 55,400 at Hatfield to over 10 million at Cabrillo and total average of 3.6 million and median of 2.6 million; and 19,100 for the OSC.
- **Overnight tourist/visitor markets** are large for all yielding total average of close-in overnight visitors of 778,000 and median of 746,000; and approximately 750,000 for the region in and around Fort Bragg.
- **Size** in square feet (SF) ranges from approximately 20,000 SF at Seymour to 44,000 at Cabrillo and total average of 33,000 SF and median of 34,000 SF; and 25,000 SF for the OSC.
- In 2023, **annual attendance** ranged from approximately 34,400 at Seymour to 272,900 at Turtle Bay and total average of 135,000 and median of 112,000.
- Current **summer 2024 adult admission price** ranges from \$5 at Hatfield to \$20 at both Living Coast and Turtle Bay, and total average of \$13 and median of \$14.
- Current **summer 2024 family membership price** ranges from \$75 at Cabrillo to \$150 at Ocean Institute, and total average of \$110 and median of \$105.
- **Market penetration of annual attendance** of the corresponding 60-minute drive time populations ranges from 1.2% at Ocean Institute to 276% at Hatfield, with total average of 66%, weighted average of 3.7% and median of 2.0%.

# Summary Review of Three 501c3 Case Studies

- **Total revenues** ranged from \$3.4 million at Living Coast to \$13 million at Turtle Bay, and total average of \$6.8 million and median of \$4.0 million.
- **Earned revenues** ranged from \$702,000 at Living Coast to \$1.9 million at Turtle Bay, and total average of \$1.3 million and median of \$1.4 million.
- **Earned revenue as a percentage of total revenues** ranged from 15% at Turtle Bay to 37% at Ocean Institute, and total average of 24%, weighted average of 20% and median of 20%.
- **Operating expenses** ranged from \$2.3 million at Living Coast to \$7.4 million at Turtle Bay, and total average of \$4.7 million and median of \$4.4 million.
- **Coverage of operating expenses by earned revenues** ranged from 26% at Turtle Bay to 34% at Ocean Institute, and total average of 30%, weighted average of 21% and median of 30%.
- **Operating expenses per square foot of exhibit building** ranged from \$104 at Living Coast to \$218 at Turtle Bay, and total average of \$151, weighted average of \$106 and median of \$130.

# Preliminary Market and Economic Potential



# Preliminary Operating Potential Assumptions

- Proposed OSC of indoor 25,000 GSF building including aquarium exhibits, touch tank and interactive multi-media exhibits, as well as outdoor wetland exhibit areas, as conceived by EHDD and described herein. As planning by the design team continues, the operating potential and cash flow analysis for the OSC will need to be revisited and revised.
- Location and site context of the OSC overlooking the Pacific Ocean and adjacent to Noyo's planned blue economy, research and marine mammal rehabilitation development.
- Operating hours of 7 days per week during peak summer months from 9 AM to 5 PM with potential to open earlier or later. During non-peak months open 5 days per week, with potential to close an additional day per week during slow weeks and extend hours as needed to accommodate school visits and/or special events.
- Size and demographic profile of the Resident Markets and tourists to Fort Bragg region.
- Operating experience of regional attractions and the competitive context for the OSC and its components.
- Operational experience of comparable marine science centers nationally.
- Adult general admission price of \$20.00 in current dollars with discounts for seniors, military, and children. School groups, OSC members, corporate sponsors, children under 3, VIPs and other complimentary visitors are assumed to enter free of charge. In addition, there are additional discounts available by assumed couponing for both residents and tourists assumed at -15% of the achieved per capita ticket revenue.

## Preliminary Operating Potential Assumptions (*continued*)

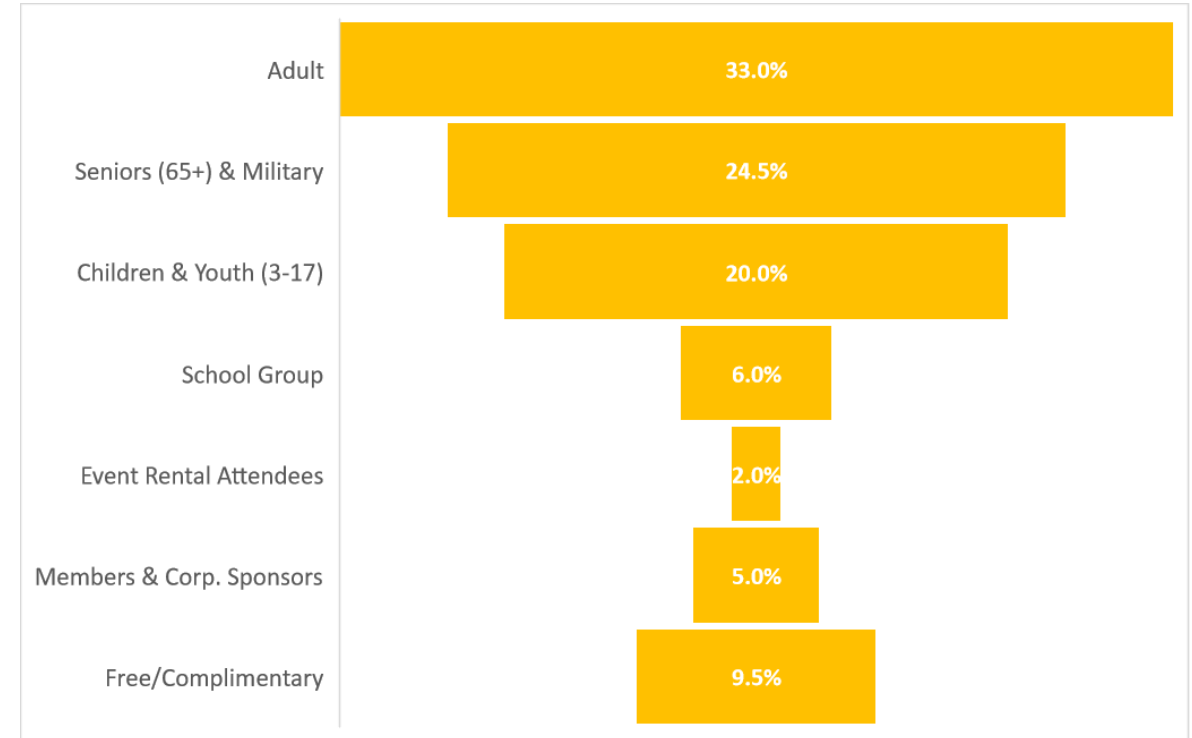
- OSC will seek out a qualified and experienced café operator.
- The size and design of each component of the proposed OSC will serve to create a high quality, stimulating attraction with broad-based audience appeal and a distinctive image. The entrance to the OSC campus will be highly visible and well signed.
- OSC will be competently and effectively managed as part of the larger Noyo Marine Science Center operation. An aggressive promotional and marketing campaign will be developed and implemented. The program will be targeted to prime resident and visitor markets. The admission price for the OSC will be consistent with the educational, entertainment and recreational value offered, and in line with current attraction admissions prices for other comparable destinations.
- There will be no physical constraints to impede visitors to the OSC, such as major construction activity. Changes in economic conditions such as a major recession, public health (such as the Covid-19 pandemic), political or major environmental problems that would negatively affect operations and visitation will not occur in the near future and are not assumed in this market and economic analysis.
- Current proposed program of areas and approximately 25,000 SF for the Museum can accommodate low through high range stable year visitors on a peak day. During peak days, if needed, the OSC can undertake strategies to potential mitigate bottlenecks and visitor throughput issues utilizing such mitigation efforts such as timed-ticketing and/or longer hours of operation.

# Preliminary Visitation Potential

- Preliminary visitation potential for the OSC in a stable year of operations ranges from a **low of 60,000 to a high of 120,000 visitors, and a mid-range of 90,000 visitors** based on data available at the time of this report.
- Estimated 24% of visitors are from the Resident Market and 76% from the tourist market, or outside the Resident Market area.
- Stable year is expected to occur in Year 3 after opening based on the experience of other museum projects. Early year attendance in Years 1 and 2 will be higher than stable Year 3 based on the experience of similar projects.
- Sustainability of attendance for the OSC assumes that the OSC will offer one or two changing exhibits on an annual basis. Risk for the OSC is that after a couple years visitation to the paid exhibit components of the OSC may decline if the OSC does not include changing exhibits on an annual basis as Fort Bragg has many repeat visitors.

# OSC Admissions and Pricing in Current Dollars

- Full price admission pricing for the OSC reflects pricing for majority of its visitors (76%) from the visitor/tourist market.
- Full price admission fees in current dollars are assumed at:
  - \$20.00 for Adults
  - \$16.00 for Seniors and Military
  - \$15.00 for Children & Youth (3-17)
- This analysis assumes average discounts of 15% of full price tickets to account for couponing and other promotions by hotel partners and other incentives as well as for local residents.
- 77% of visitors are assumed to be paid and 23% are assumed to be free.
  - Free for School Groups, Event Rental Attendees whose admission to the OSC is included in the rental fees, OSC Members and Corporate Sponsors and for Free and Complimentary visitors to include complimentary tickets, children under three years old, VIPs, etc.
- Overall, the achieved per capita (per visitor) admissions revenue is \$11.41 in current dollars.



Source: Elevativ.

# Stable Year, Mid-Range Attendance and Revenue Assumptions in Current Dollars

<i>General</i>	<b>Notes</b>
Facility Gross Square Footage	25,000 Source: EHDD
Outdoor Gross Square Footage	5,000 Source: EHDD
Water Volume of Aquarium Exhibits	25,000 Source: EHDD
Mid-Range Attendance	90,000
Annual Inflation Rate	4.0%
Annual Attendance Growth after Year 3	0.5% Assumes Changing Exhibits starting in Year 3
Peak Summer Season Operating Hours	9 AM to 5 PM Mondays through Sundays, with potential open earlier or later during peak times to accommodate visitors
Off-Peak Operating Hours	10 AM to 5 PM 5 days per week, with potential to close an additional day per week during slow weeks and extend hours as needed

# Stable Year, Mid-Range Attendance and Revenue Assumptions in Current Dollars (continued)

<b>Admission Fees and Revenue</b>		
Adult General Admission Price	\$20.00	in 2024 dollars
Coupons & Discounts as a % of Achieved Per Capita Admissions Revenue	-15.0%	average discount assumption for potential agreements with collaborative hotels, tour operators, and/or local residents
Per Capita Admissions Revenue	\$11.41	Average after discounts and admissions by type
Admission & Membership Price Increase % Every Other Year	10.0%	which is above the compounded inflation rate
<b>Family &amp; Supportive Memberships</b>		
Number of Noyo Memberships in 2024	154	Average 2 visits per year per membership - this includes donors who may not visit sites
Number Additional Noyo of Family & Supportive Memberships	790	Stable Year
Average Revenue Per Membership	\$75	Year 1
Annual Attendances Per Additional Membership	3.0	Includes Family membership category which includes average of 4+ visits per year per membership
<b>Corporate Sponsorships</b>		
Number of Corporate Sponsorships	5	
Avg. Corporate Sponsorship Rate	TBD	Revenue not included in analysis.
Attendances Per Corporate Sponsorship	50	

# Stable Year, Mid-Range Attendance and Revenue Assumptions in Current Dollars (continued)

<b>Retail</b>	
Per Capita Retail Sales	\$3.00 average for all visitors
Cost of Goods Sold as a % of Retail Sales	50%
Outside Sales	5% walk-in trade from non-OSC visitors
<b>Café</b>	
Per Capital Café Sales	\$5.00 average for all visitors
Additional Outside Sales	20% walk-in trade from non-OSC visitors
Percent of Gross Sales to OSC	18% Operated by outside contractor.
<b>Facility Rentals</b>	
Number of Large Events	12
Average Attendees per Large Event	100
Net Revenue Per Large Event	\$5,000
Number of Small Events	24 includes birthday parties and smaller gatherings
Average Attendees per Small Event	25
Net Revenue Per Small Event	\$1,250
Event Attendee Per Capita Facility Rental Net Revenue	\$50 Includes Large and Small Events

# Stable Year, Mid-Range Attendance and Revenue Assumptions in Current Dollars (continued)

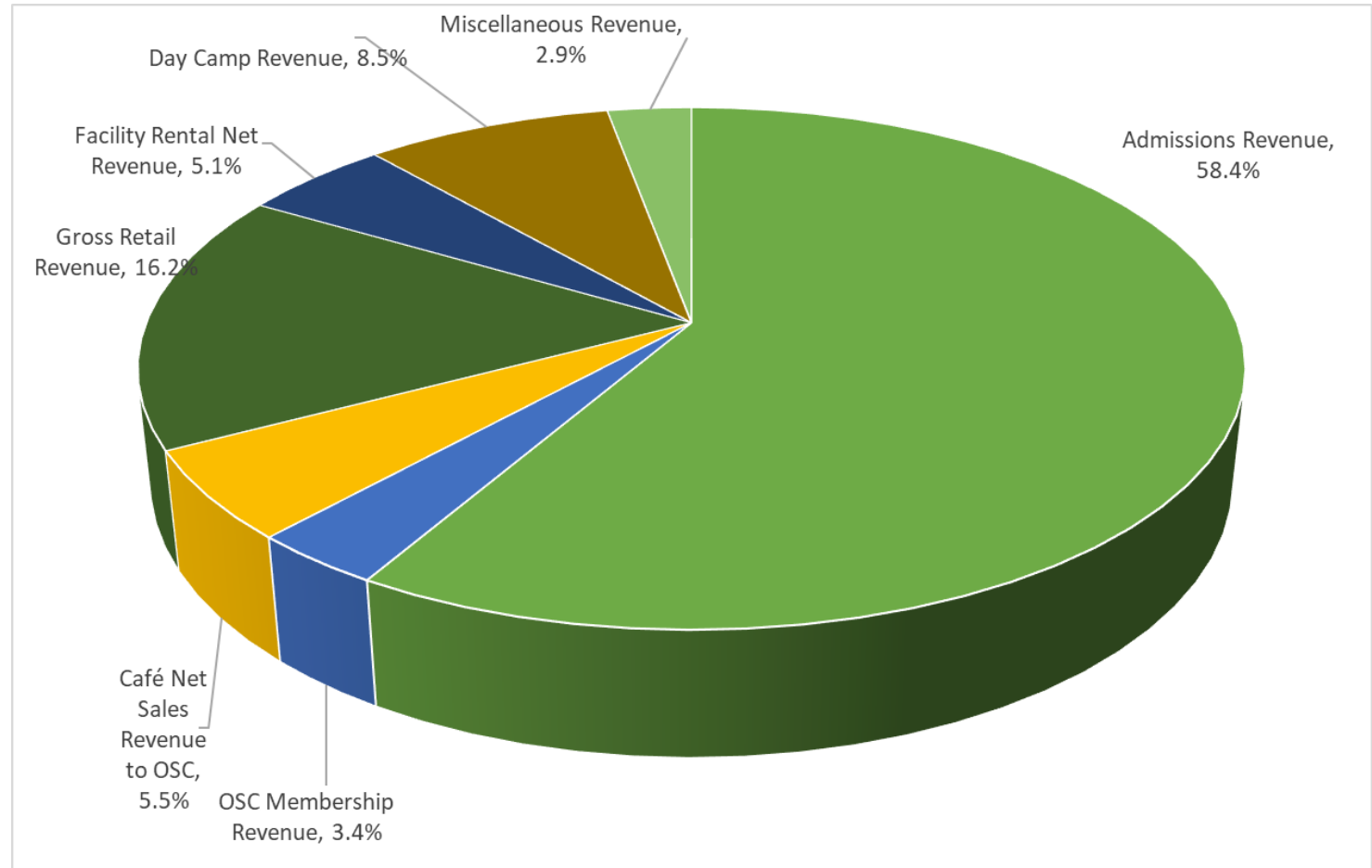
<b>Day Camps</b>		
Number of Weekly Day Camps Per Year	24	assumes 2 camps running simultaneously for 12 weeks
Average Cost Per Camper	\$250	
Average Number of Campers per Camp	25	
<b>Miscellaneous Revenue</b> As a % of Earned Revenue	3%	Includes revenue from potential on site programs such as lectures, films, culinary demonstrations, special events, etc.
<b>Non-Earned Revenue Requirement for Breakeven Operations in Stable Year</b>	TBD	All comparable projects rely on non-earned revenues for operations, which typically includes revenue from such sources as contributions, gifts, grants, endowments, corporate sponsorships and other sources of non-earned revenues.

Source: EHDD, Noyo Center for Marine Science and Elevativ.



# Percent to Total Earned Revenue

- In a stable year, mid-range attendance operating scenario, the OSC has preliminary total earned revenue potential of nearly \$1.8 million.



# Preliminary OSC Proposed Staff Positions

- It is assumed that the OSC's staff would collaborate with other Noyo Center for Marine Science staff. \*Overall, the staffing for the OSC should be reviewed by Noyo in the context of its larger planned development.
- In addition to this budget, the operating expenses include additional operating budget for OSC to support these additional staff as part of the larger Noyo organization of \$50,000 plus additional budget of \$30,000 for additional seasonal staff during peak periods.

1/ FTE -- Full Time Equivalent positions are estimated based on full time personnel plus part time workers at 50% of full time.

2/ Average hours per volunteer based on 50 weeks at 6 hours per week.

3/ If sufficient volunteers are not available, additional paid staff may be necessary.

Source: Elevativ.

Title/Position	Number of Full-Time	Number of Part-Time	Number of Part-Time Equivalent Volunteer Positions	Assumed Full Time Equivalent (FTE) Annual Salary	Total Salary
<b>Administration</b>					
Business & Facilities Manager	1			\$75,000	\$75,000
<b>Development and Marketing</b>					
Marketing, Membership, Development and Volunteer Coordinator	1			\$70,000	\$70,000
Event Assistants		1		\$50,000	\$25,000
		2	1	\$50,000	\$50,000
<b>Animal Husbandry &amp; Exhibits</b>					
Exhibit Manager		1		\$60,000	\$30,000
Aquarist	1	2		\$65,000	\$130,000
HVAC Engineer		1		\$65,000	\$32,500
Security	1	1		\$50,000	\$75,000
<b>Visitor Experiences</b>					
Admissions and Store Manager		1		\$70,000	\$35,000
Day Camp Counselors		4	4	\$55,000	\$110,000
Docent / Security / Education Staff		4	4	\$50,000	\$100,000
Cashiers - Admissions/Retail	1	1		\$48,000	\$72,000
<b>Total Salaries</b>					<b>\$804,500</b>
<b>Taxes &amp; Fringe Estimated at</b>	20%				<b>\$160,900</b>
<b>Total Salaries, Taxes &amp; Fringe</b>					<b>\$965,400</b>
<b>Total Personnel</b>	<b>5</b>	<b>18</b>			
<b>FTE Equivalent Positions <sup>1/</sup></b>		<b>14.0</b>			
<b>Number of PT Volunteer Positions</b>			<b>9</b>		
<b>Avg. Annual Hours worked per Volunteer:</b>			300	<sup>2/</sup>	
<b>Volunteers needed to fill each part time positions:</b>			3.3		
<b>Total Volunteers Needed <sup>3/</sup></b>			30		

# Preliminary, Mid-Range Stable Year Operating Expenses in Current Dollars

1/ Factors are based on industry standards and the specific attributes of the project and local conditions.

2/ Includes electricity, gas and water.

3/ Capital Reserves include funds for equipment replacements and minor capital for building improvements.

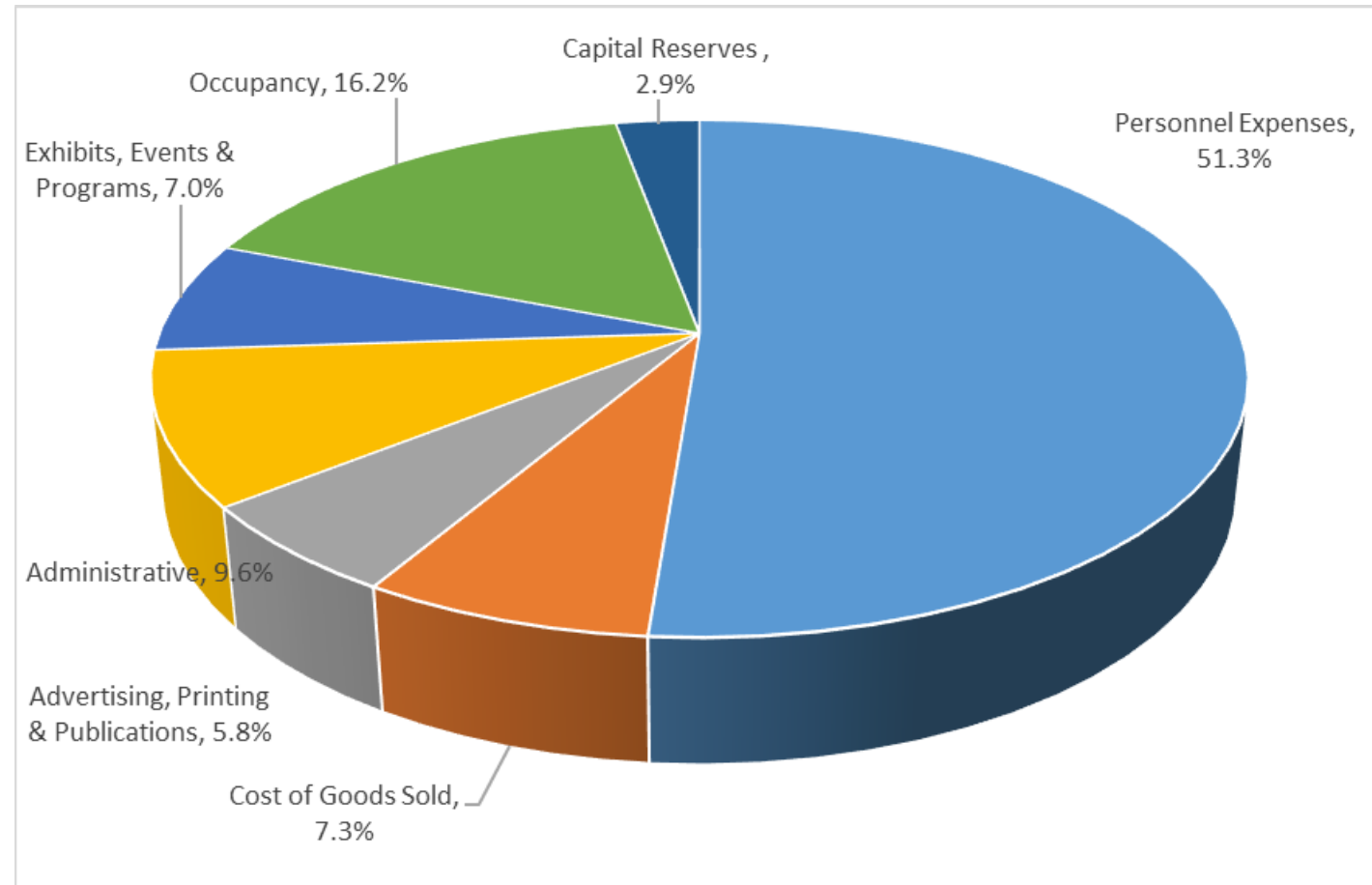
Source: EHDD and Elevativ.



Detailed Budgetary Analysis	Annual Amount	Expense Factors <sup>1/</sup>	Percent To Total
Salaries	\$804,500	See Personnel Schedule of Total Salaries based on	41.4%
Personnel Taxes & Fringe	160,900	20% employee mix	8.3%
Seasonal Part Time Staff	30,000	\$30/hour Budgeted for 1,000 hours	1.5%
Noyo Organization Additional Management Costs	50,000	Budgeted - TBD	2.6%
Cost of Goods Sold (COGS)	142,000 @	50.0% Retail Revenues	7.3%
Professional ("Contracted") Services	17,500 @	\$1,250 Per FTE	0.9%
Information Technology Services	21,000 @	\$1,500 Per FTE	1.1%
Development Activities	20,000	Budgeted	1.0%
Supplies and Materials, including Day Camp & School Group supplies	21,000 @	\$1,500 Per FTE	1.1%
Travel & Staff Development, Dues & Subscriptions	16,800 @	\$1,200 Per FTE	0.9%
Telephone / Communications	17,500 @	\$1,250 Per FTE	0.9%
Postage & Shipping	1,400 @	\$100 Per FTE	0.1%
Equipment Rental / Lease	16,800 @	\$1,200 Per FTE	0.9%
Advertising	90,000 @	\$1.00 Per Attendee	4.6%
Printing & Publications	22,500 @	\$0.25 Per Attendee	1.2%
Special Events & Programs	20,000	Budgeted	1.0%
Aquarium Animal Food & Collections	12,500 @	\$0.50 Per Gallon of Aquarium Exhibits	0.6%
Changing Exhibits	35,000	Budgeted	1.8%
Exhibit Reinvestment / Maintenance	67,500 @	\$0.75 Per Attendee	3.5%
Floor Staff & Volunteer Uniforms, gratuities & social events	4,500	\$150 Per 30 On-Site Staff including Seasonal & Volunteers	0.2%
Utilities <sup>2/</sup>	87,500 @	\$3.50 Per SF	4.5%
Insurance	100,000 @	\$4.00 Per SF	5.1%
Custodial / Janitorial / Landscaping	34,320 @	\$55.00 Per Hour assuming average of 12 hours per week	1.8%
Contracted Services			
Building and Grounds Repairs & Maintenance	37,500 @	\$1.50 Per SF	1.9%
Other Miscellaneous / Contingency	54,922 @	3% of Expenses Above	2.8%
<b>Subtotal Operating Expenses</b>	<b>\$1,885,642</b>		<b>97.1%</b>
<b>Capital Reserves <sup>3/</sup></b>	<b>\$56,569</b>	<b>3% of Total Op. Expenses</b>	<b>2.9%</b>
<b>Total Operating Expenses (rounded to nearest 1,000)</b>	<b>\$1,942,000</b>		<b>100.0%</b>

# Percent to Total Operating Expenses

- In a stable year, mid-range attendance operating scenario, the OSC has preliminary total operating expenses of nearly \$1.9 million.



# Preliminary Mid-Range Attendance Scenario

## Cash Flow Analysis Before Non-Earned Revenue as part of larger Noyo Operation

1/ Capital Reserves include funds for equipment replacements and minor capital for building improvements.

2/ All similar projects' Total Revenue includes non-earned / contributed revenue sources such as revenue from contributions, gifts, grants, endowments, corporate sponsorships and other sources of non-earned revenues.

Source: Elevativ.



	Stabilized Year in Current Dollars
<b>EARNED REVENUE</b>	
Admissions Revenue	\$1,027,000
OSC Membership Revenue	\$59,000
Café Net Sales Revenue to OSC	\$97,000
Gross Retail Revenue	\$284,000
Facility Rental Net Revenue	\$90,000
Day Camp Revenue	\$150,000
Miscellaneous Revenue	\$51,000
<b>TOTAL EARNED REVENUE</b> <b>Rounded to Nearest 1,000</b>	<b>\$1,758,000</b>
<b>EXPENSES</b>	
Personnel Expenses	\$995,000
Cost of Goods Sold	\$142,000
Advertising, Printing & Publications	\$113,000
Administrative	\$187,000
Exhibits, Events & Programs	\$135,000
Occupancy	\$314,000
<b>Subtotal Operating Expenses</b>	<b>\$1,886,000</b>
Capital Reserves <sup>1/</sup>	\$57,000
<b>TOTAL OPERATING EXPENSES</b> <b>Rounded to Nearest 1,000</b>	<b>\$1,943,000</b>
<b>Net Income from Operations <u>Before</u> Non-Earned / Contributed Revenues</b>	<b>(\$185,000)</b>
<b>Non-Earned / Contributed Revenue Requirement for Breakeven Operations <sup>2/</sup></b>	<b>\$185,000</b>
<b>Net Income from Operations <u>After</u> Non-Earned / Contributed Revenue Requirement</b>	<b>\$0</b>

# Operating Potential Summary

- The proposed OSC will provide a wonderful opportunity for Noyo to:
  - Expand Noyo's public-facing offerings within Fort Bragg
  - Provide a world-class visitor experience that is both engaging and fun, as well as educational
  - Expose new audiences to Noyo's mission and vision and garner future donor support
- Noyo with the OSC elevates and transforms Noyo to a stronger operating profile with world-class visitor experience offerings.
- Creates an opportunity for Noyo to serve and attract larger and broader audiences and perform at a higher level overall.
- Creates opportunities for Noyo to attract additional donors and sponsors.
- OSC has the potential to sustain and grow its attendance potential if the OSC is refreshed every couple years and offers dynamic, changing exhibits and programs.
- Overall, the proposed OSC will be a welcome addition to the conservation, cultural and educational landscape of Fort Bragg benefiting the local community, region and Mendocino County as a whole.

## Recommended Next Steps

- The preliminary OSC staffing profile and operating expenses should be reviewed by Noyo as it relates to its larger proposed operation and organization as developed by Don Perkins and team.
- As the OSC's planning progresses, continue to revise the cash flow analysis to reflect the latest plans for the project and for the Noyo organization as a whole.

**From:** [Jacob Patterson](#)  
**To:** [City Clerk](#)  
**Cc:** [Whippy, Isaac](#)  
**Subject:** Public Comment -- 9/23/24 CC Mtg., Item No. 8A, Noyo Center Swap  
**Date:** Friday, September 20, 2024 7:32:57 PM

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City Council,

I am very concerned about some of the details in the memo from the Noyo Center, although it appears to be internally inconsistent about some significant aspects. In short, I am concerned about this proposed land swap and feel an easement across the City property is a better solution for this situation. I am specifically concerned about the land adjacent to, and in some diagrams including, the northern portion of the historic air strip. In no scenario should this land be transferred to the Noyo Center absent retaining an easement to ensure that the historic air strip remains operational both for historic integrity but also for future public safety events and emergencies. Airstrips for small fixed wing planes require at least 150 feet of clearance. The air strip itself isn't that wide but the clearance needs to be at least 150 feet wide. In no scenario should anything related to the Noyo Center facility or the proposed land swap interfere with maintaining or restoring the air strips integrity or functionality. If the City chooses to pursue a land swap that would lead to interfering with that, this project will require a full EIR, which could be very expensive for the Noyo Center. Absent a proper EIR, I would expect litigation to result from this proposed land swap and future project that is a reasonably foreseeable consequence of the land swap itself, depending on how definitive the details are.

I support the Noyo Center and their facility but we need to consider the public safety and historic resource impacts of the particular details of their proposal, concepts, and plans. I am concerned that their plans may cause irreparable damage to these important community resources and encourage you to consider that as you evaluate the proposed land swap, which might be problematic as a result.

Regards,

--Jacob



**From:** [Paul Clark](#)  
**To:** [Sanchez, Diana](#); [CMAR \(CMAR@MCN.ORG\)](mailto:CMAR@MCN.ORG); [Paul Clark](#)  
**Cc:** [obar11@hotmail.com](mailto:obar11@hotmail.com)  
**Subject:** City Council 09232024 Item 8A  
**Date:** Monday, September 23, 2024 8:10:27 AM

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## City Council.

**As I discussed back when the planning for the Mill Site was being done, the importance of the GP airstrip has and is being totally overlooked.**

**I recall GP regularly bringing in the Citation jets, once a Lear jet. The 3000-foot (as I recall) runway is an asset that would NEVER be approved again, but the staff and council of three at the time, did not agree. It is still a huge asset. Suppose we had a terrible disaster? Fixed wing aircraft or even helicopters may be able to land even when Little River or the hospital is fogged in. The Coast Guard could land and use the airstrip in search and rescue operations. I have heard no talk about this for years now. But now this multimillion-dollar asset of the community is about to be swept under the rug again. I suggest the request be declined, not because of who wants this, but because it may well be a huge asset when desperately needed. The railroad tunnel being blocked and the potential of all the roads being blocked again is a real possibility during a high rain year. Look at your disaster plan, it's on the shelf somewhere with all the other plans. Think this through for the community. There is no good reason to abandon this airstrip. The uses it could be used are unlimited. Hopefully, you will appreciate the importance of aviation to a community like the Mendocino Coast.**

Paul Clark

**From:** [Jenny Shattuck](#)  
**To:** [City Clerk](#)  
**Subject:** 8A public comment  
**Date:** Monday, September 23, 2024 3:12:46 PM

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Dear Council members,

Here we are again discussing a property line adjustment transfer. Please do not allow the air strip to be built upon. You literally have a sign on the trail talking of the airstrip history.

Don't cut ourselves short for the future and disregard what an asset it is. It is historical, and just like the drysheds, I foresee an issue here. Everyone supports the noyo center project, however, they were gifted land and need to learn to live and plan within their land. Otherwise, it's pure greed. Their project can go inside their property. Please consider your votes on this carefully, as there will be long term ramifications. Once something is gone, it's gone.

Please don't be shortsighted.

Jenny Shattuck



# City of Fort Bragg

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

## Text File

File Number: 24-951

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**Agenda Date:** 9/23/2024

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 8B.

Receive Report and Consider Adoption of City Council Resolution Approving Emergency Repair of a Stormdrain Line on North McPherson Street and Authorizing the City Manager to Execute the Contracts to Effect the Repairs and Finding the Project Exempt under CEQA 15301(b), 15301(d), and 15302(c)



AGENCY: City Council  
MEETING DATE: September 23, 2024  
DEPARTMENT: Public Works  
PRESENTED BY: C. O'Neal  
EMAIL ADDRESS: [coneal@fortbragg.com](mailto:coneal@fortbragg.com)

## AGENDA ITEM SUMMARY

**TITLE: Receive Report and Consider Adoption of City Council Resolution Approving Emergency Repair of a Stormdrain Line on North McPherson Street and Authorizing the City Manager to Execute the Contracts to Effect the Repairs and Finding the Project Exempt under CEQA 15301(b), 15301(d), and 15302(c)**

### **ISSUE:**

A sinkhole was discovered on the 100 block of N. McPherson Street. Upon inspection it was determined that approximately 12 linear feet of a 30" stormdrain main had collapsed. City crews responded and determined that approximately 50 feet of pipe between the two drain inlets (crossing perpendicular to N McPherson Street) has deteriorated and needs to be repaired or replaced. City maintenance crews were able to perform a temporary fix and patched the roadway with a cold mix-asphalt. Permanent repairs need to be completed prior to oncoming seasonal rains. After assessment of the conditions of the pipe and coordination with the City's on-call Engineering Services provided by Lumos & Associates, staff recommends emergency repair of the stormdrain main. The City of Fort Bragg Municipal Code (FBMC) and the California Public Contract Code (PCC) provide the proper authorities to expedite purchases of Goods and Services in the case of an emergency.

### **ANALYSIS:**

After the appearance of a sinkhole in the roadway on North McPherson Street, City Crews determined the cause was a failed stormdrain line that crosses perpendicular to the roadway. The existing stormdrain line is a 30" cement pipe that has deteriorated over time, causing soil erosion around and beneath the pipe, resulting in material wash-out and undermining the roadway. Sustained seepage from this compromised pipe will progressively lead to undue roadway damage, accumulation of debris, public safety concerns, and property damage. The longer a storm drain remains unrepaired, the more extensive the damage can become, leading to higher repair costs over time and more complex interventions to fix the problem.

The City's Municipal Code provides guidance for the completion of emergency repairs of this kind to ensure expeditious resolution in keeping with Public Contract Code regulation.

**FBMC Section 3.20.030** provides:

D. In case of an emergency, when public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property.

G. When, by a four-fifths vote, the District Board specifically waives the procedures described in this chapter and authorizes staff to negotiate the purchase.

**PCC Section 20168** provides under Article 4, Cities, that:

**20168.** In case of an emergency, the legislative body may pass a resolution by a four fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property. Upon adoption of the resolution, it may expend any sum required in the emergency without complying with this chapter. If notice for bids to let contracts will not be given, the legislative body shall comply with Chapter 2.5 (commencing with Section 22050).

**Chapter 2.5** of the PCC, entitled Emergency Contracting Procedures, states:

**22050. (a) (1)** In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

**(2)** Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency

At this time, staff requests that the City Council authorize the use of Street Sales Tax funds to complete the repair of the failed stormdrain line to prevent further damage to property and minimize risk to life and property. The Scope of Work is expected to include the removal and replacement of up to 50 feet of 30" stormdrain pipe. Once replaced, the trench will be backfilled and properly compacted to ensure the structural integrity of the street section, and finally, Hot Mix Asphalt (HMA) will be placed according to Caltrans specifications to complete the work. Timely repairs are essential to prevent these risks and maintain the structural integrity of roadways and surrounding areas.

**RECOMMENDED ACTION:**

Staff recommends the adoption of the Resolution to complete the emergency repair of the stormdrain main to prevent further property damage and reduce risk. Four of the five Councilmembers must approve the emergency repair resolution per Section 22050(a)(1) for it to be adopted.

**ALTERNATIVE ACTION(S):**

1. Take no immediate action and wait to complete the project by the standard design and bid process.
2. Provide alternative direction to staff.

**FISCAL IMPACT:**

Lumos & Associates will prepare a single basic plan sheet describing the remediation necessary and reference City and State standard specifications. Because of the emergency nature of the project and the relative simplicity of the corrections, full plans and specifications will not be prepared if Council decides to approve the corrective actions through the emergency repair process. Lumos & Associates will provide project management, preparation of a budget, and construction ready plans for a fee of \$5,300 under the on-call

services contract. At this preliminary stage, the engineers estimate of construction costs is \$57,615.00, which is anticipated to be funded with streets dollars.

**ENVIRONMENTAL ANALYSIS:**

Staff reviewed the proposed project and determined it to be a Categorical Exemption under the California Environmental Quality Act (CEQA) 15301(b), 15301(d), and 15302(c). The project consists of the maintenance, repair, and minor alteration of existing facilities to rehabilitate 50 linear feet of damaged storm drain main. The project is necessary to provide public utility services and the replacement of existing utility systems involves negligible or no expansion of capacity.

**CONSISTENCY:**

City Council approval is required for contracts in excess of \$25,000. City Code section 3.20.030 authorizes the City Council to suspend competitive bidding for the purchase of services or supplies when, upon a four-fifths vote, the City Council determines it is in the best interest of the City to do so.

**IMPLEMENTATION/TIMEFRAMES:**

Engineering and procurement are to begin within 48 hours of approval.

**ATTACHMENTS:**

- Resolution Approving Emergency Repair Activity

**NOTIFICATION:**

- Lumos & Associates

**RESOLUTION NO. \_\_\_\_-2024**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL PROVIDING DIRECTION FOR EMERGENCY REPAIR OF A STORMDRAIN LINE ON NORTH MCPHERSON STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS TO EFFECT THE REPAIRS**

**WHEREAS**, a sinkhole was discovered on the 100 block of North McPherson Street; and

**WHEREAS**, after an initial assessment, it was discovered that approximately twelve feet of the stormdrain main line had collapsed; and

**WHEREAS**, if this compromised section of pipe is not repaired prior to onset of seasonal rains, as water escapes through the deteriorated storm drain, the soil around and beneath the roadway will continue to erode, weakening the material supporting the road surface, leading to a risk of public safety and property damage; and

**WHEREAS**, Lumos & Associates Inc. will prepare construction-ready plans and actively manage the project acting under the City's On-Call Engineering Services contract for a sum of \$5,300; and

**WHEREAS**, emergency contracting procedures are outlined in the Fort Bragg Municipal Code (FBMC) and the Public Contract Code (PCC) to expedite emergency repairs; and

**WHEREAS**, the Public Contract Code provides the following:

**22050.** (a) (1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

(2) Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

(b) (1) The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer, the authority to order any action pursuant to paragraph (1) of subdivision (a).

**20168.** In case of an emergency, the legislative body may pass a resolution by a four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property. Upon adoption of the resolution, it may expend any sum required in the emergency without complying with this chapter. If notice for bids to let contracts will not be given, the legislative body shall comply with Chapter 2.5 (commencing with Section 22050); and

**WHEREAS**, the Fort Bragg Municipal Code is consistent with the Public Contract Code by providing the following:

**Section 3.20.030**

D. In case of an emergency, when public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property.

G. When, by a four-fifths vote, the District Board specifically waives the procedures described in this chapter and authorizes staff to negotiate the purchase; and

**WHEREAS**, the proposed project is Categorically Exempt under the California Environmental Quality Act (CEQA) 15301(b), 15301(d), and 15302(c) as the project consists of the maintenance, repair, and minor alteration of existing facilities to rehabilitate 50 linear feet of damaged stormdrain main to provide public utility services and the replacement of existing utility systems involves negligible or no expansion of capacity; and

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

1. This project is eligible for funding using special street sales tax monies.
2. Special Street Sales Funds are available to complete the emergency project.
3. Competent contractors will be hired to complete the needed repairs.
4. This Project is categorically exempt from CEQA 15301(b), 15301(d), and 15302(c).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby direct the completion of emergency work according to the codes listed herein and authorize the City Manager to execute contracts and related paperwork to effect the repairs.

**The above and foregoing Resolution was introduced by \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23<sup>rd</sup> day of September 2024, by the following vote:**

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

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**BERNIE NORVELL**  
**Mayor**

**ATTEST:**

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**Diana Sanchez**  
**City Clerk**





# City of Fort Bragg

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

## Text File

File Number: 24-959

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**Agenda Date:** 9/23/2024

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8C.

Receive Update on Municipal Broadband Project and Provide Staff Direction on the Use of American Rescue Plan Act (ARPA) Funding



**AGENCY:** City Council  
**MEETING DATE:** September 23, 2024  
**DEPARTMENT:** Administration  
**PRESENTED BY:** Isaac Whippy & Sarah McCormick  
**EMAIL ADDRESS:** [iwhippy@fortbragg.com](mailto:iwhippy@fortbragg.com)

## AGENDA ITEM SUMMARY

### **TITLE:**

**Receive Update on Municipal Broadband and Provide Staff Direction on the Use of American Rescue Plan Act (ARPA) Funding Recommendations**

### **BACKGROUND:**

#### **Broadband Update:**

In 2020, Mayor Norvell appointed the Broadband Ad Hoc Committee (initially Morsell-Haye, Albin-Smith; followed by Albin-Smith, Rafanan) to develop a better understanding of how the city might improve internet connectivity for our community.

In 2021, Council adopted the Fort Bragg Digital Infrastructure Plan (2021), which included desktop design and estimated build costs for a citywide, underground, Fiber-to-the-Premise (FTTP) broadband deployment project.

Also in 2021, Governor Newsom signed historic broadband legislation into law to advance the statewide broadband plan with expanded infrastructure prioritizing unserved and underserved locations through a \$6 billion multi-year investment, including:

- \$3.25 billion in a state-owned middle mile network;
- \$2 billion to setup last mile broadband connections;
- \$750 million to create a loan loss reserve fund; and
- \$50 million for planning and technical assistance

The City has been actively participating in the rollout of this extraordinary investment, which is being administered by the California Public Utilities Commission (CPUC). For example, when the state budget necessitated cuts to the open access, middle mile broadband infrastructure (MMBI), and Fort Bragg found it was being dropped from the project, the City intervened to ensure our community would gain access to MMBI by partnering with the state to pay our pro-rata share.

The City of Fort Bragg has been awarded \$479,000 through the Local Agency Technical Assistance (LATA) program to advance our desktop design and cost estimates to a project level detail. Additionally, on September 12, 2024, the City received \$10.3 million in Federal Funding Account (FFA) program grant funds to construct a last-mile network that will serve as a municipal broadband utility. Furthermore, Representative Huffman selected the City's broadband project for congressional directed spending, commonly referred to as "earmarks." The project achieved the highest ranking among the fifteen projects submitted

by Representative Huffman to the Appropriations Committee and has been approved for an additional \$1 million in federal funding.

Currently, the total capital expenditure for the municipal broadband project is estimated at \$14.6 million, leaving a funding gap of \$3.3 million. The financial breakdown is as follows:

<b>Total Cost Municipal Broadband</b>	<b>\$14.6 million</b>
FFA committed Funding	(\$10.3 million)
Huffman congressional spending	(\$1 million)
<b><i>Funding Needed</i></b>	<b><i>\$3.3 million</i></b>

Staff is requesting direction from the City Council regarding whether to continue dedicating ARPA funds to the broadband project or to consider alternative uses of the remaining funds.

Several alternative funding sources could be explored to cover the \$3.3 million shortfall, including interfund loans from the Enterprise Funds or the General Fund, or pursuing debt financing. The Water Enterprise Fund currently has a balance of \$4.5 million, the General Fund \$4.5 million, and the Sewer Enterprise Fund has \$4.1 million, both of which could potentially be utilized to bridge the funding gap for the broadband project.

**American Rescue Plan Act 2021 (ARPA) Update & Proposed Alternative uses of the Fund**

On March 11, 2021, the American Rescue Plan Act 2021 (ARPA) was signed which launched the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide \$350 billion in nationwide emergency funding for state, municipalities, counties, tribes, and territories.

The United States Department of the Treasury published the Interim Final Rule ( IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. On January 6, 2022, the Treasury issued its Final Rule. The final rule took effect on April 1, 2022. The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback received during the comment process. The final rule provides state and local governments with increased flexibility to pursue a wider range of uses, as well as greater simplicity so governments can focus on responding to the crisis in their communities and maximizing the impact of their funds. Among other clarifications and changes, the final rule offers a standard allowance for revenue loss of up to \$10 million. Recipient agencies that select the standard allowance may use that amount, in many cases their full award, for general government services, with streamlined reporting requirements. The City of Fort Bragg allocation is \$1,744,162 in ARPA funding, and is

therefore eligible to use the standard allowance for the full amount of the City' s APRA allocation.

#### Allowed Uses of ARPA Funds under the Final Rule

The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback received during the comment process. The State and Local Fiscal Recovery Funds Program final rule provides additional clarity and flexibility for recipient governments, including:

1. Treasury has expanded the non-exhaustive list of uses those recipients can use to respond to COVID- 19 and its economic impacts - ensuring states and localities can adapt quickly and nimbly to changing public health and economic needs. This includes clarifying that recipients can use funds for certain capital expenditures to respond to public health and economic impacts and making services like childcare, early education, addressing learning loss, and affordable housing development available to all communities impacted by the pandemic.
2. Treasury has expanded support for public sector hiring and capacity, which is critical for the economic recovery and in maintaining vital public services for communities.
3. Treasury has streamlined options to provide premium pay for essential workers, who bear the greatest health risks because of their service in critical sectors.
4. Treasury has broadened eligible water, sewer, and broadband infrastructure projects - understanding the unique challenges facing each state and locality in delivering clean water and high- speed broadband to their communities.

In addition to these expansions, Treasury has greatly simplified the program for small localities - many of whom have received a historic federal investment in their communities through this program through the option to elect a standard allowance for revenue loss rather than calculating revenue loss through the full formula.

Among other clarifications and changes, the final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Recipients that select the standard allowance may use that amount - in many cases their full award - for ' government services,' with streamlined reporting requirements. Recipients can use ARPA funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated amount as outlined in the final rule. " Government Services" generally include any service traditionally provided by a government unless the Treasury has stated otherwise. Some common examples, although not an exhaustive list, include the construction of schools and hospitals, road building and maintenance, and other infrastructure, health services, general government administration, staff, and administrative facilities, environmental remediation, provision of police, fire, and other public safety services and facilities (including the purchase of fire trucks and police vehicles).

#### **Ineligible Uses of Funds**

Section 35.7 of the Final Rule specifically prohibits the use of Fiscal Recovery Funds for deposit into any pension fund. In addition, ineligible uses of funds would include contributions into any rainy-day funds, financial reserves, or similar funds. These types of contributions would not address the response to the COVID-19 public health emergency, as they constitute savings for future spending needs. Other ineligible uses include payment of interest or principal on outstanding debt instruments, including fees or costs associated with the issuance of new debt; and satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan. The purpose of the ARPA funds is to provide fiscal relief that will permit local governments to continue to respond to the COVID-19 public health emergency.

**ANALYSIS:**

The pandemic has highlighted existing vulnerabilities in areas such as housing, economic stability, and public health, making it essential to focus on initiatives that foster recovery and long-term resilience. By allocating ARPA funds, we aim to provide direct support to those most impacted, including expanding housing, enhancing local business assistance programs, and improving public infrastructure.

Housing initiatives is a top priority for the City, as the pandemic has worsened housing insecurity and increased homelessness. Re-dedicating funds to develop affordable housing, rehabilitate existing homes, and create new rental units will not only address immediate needs but also lay the groundwork for sustainable growth. Additionally, ARPA funding will support local businesses through grants and loans to help them recover from economic losses, create jobs, and strengthen Fort Bragg's economy.

**1. Business Loans, Grants for Central Business District Programs \$800,000**

To further bolster Fort Bragg's economic resilience, staff proposes prioritizing the Business Assistance Loan and Grant Program for the Central Business District. This program is vital for supporting small and medium-sized businesses, which are the cornerstone of our local economy. By offering financial resources, the program will help businesses make essential improvements, including fire sprinkler installations, exterior painting, signage upgrades, and revitalization of vacant buildings. These enhancements will not only improve safety and aesthetics in the downtown area but also attract investment and customers, ultimately fostering economic growth.

The success of the recent Community Development Block Grants (CDBG) business assistance program, which provided \$546,208 in loans to six local businesses, resulted in the retention or creation of thirteen jobs, and highlights the impact that such programs can have on the community. In a fast-paced, evolving economy, access to capital is often a critical factor in determining whether a business can thrive or fail. Entrepreneurs play a key role in driving innovation and growth, and this program will provide them with the financial tools they need to succeed.

The newly formed Economic Development Department is well-positioned to administer these funds, ensuring they are strategically deployed to promote downtown revitalization, job creation, and long-term economic sustainability. These aesthetic improvements and

assistance programs will strengthen Fort Bragg's Central Business District and support our local businesses.

Staff will bring forward specific grant/loan recommendations in the next quarter.

## **2. Housing Initiatives \$800,000**

In response to the critical need for affordable and accessible housing, staff recommends re-dedicating a portion of ARPA funds to housing initiatives. The COVID-19 pandemic has exacerbated housing challenges, from increased homelessness to rising housing costs that have strained residents and displaced vulnerable populations. By reallocating ARPA funds, we can support a variety of housing programs aimed at stabilizing and expanding Fort Bragg's housing stock, including encouraging the development of vacant or underutilizing lots, workforce housing support grants, vacant building conversions, affordable housing development, rehabilitation of existing homes, and incentives for new accessory dwelling units (ADUs).

This strategic investment will address both immediate housing needs and promote long-term community resilience. By providing critical financial resources to developers, homeowners, and landlords, these initiatives will ensure safe, affordable housing options for low- and moderate-income families, essential workers, and individuals affected by the economic impacts of the pandemic. Redirecting ARPA funds to housing reflects our commitment to improving quality of life, fostering economic stability, and building a stronger, more inclusive community for all Fort Bragg residents.

## **3. Public Safety – Homeward Bound Project \$40,000**

The Homeward Bound Project provides a compassionate and effective solution for individuals experiencing homelessness by helping them reunite with family or support networks in other locations, reducing homelessness in our community. Utilizing ARPA funding to support bus tickets for individuals to return home aligns with the core goals of ARPA, which aims to mitigate the economic and social impacts of the COVID-19 pandemic. By offering financial assistance for transportation, we can facilitate a safe, stable transition back to environments where individuals have access to family support, housing, or other resources that are unavailable locally. This use of ARPA funds addresses the immediate needs of vulnerable populations, helping to reduce the strain on local shelters and services while promoting long-term stability for those who are homeless. Funding for bus tickets through the Homeward Bound Project offers a cost-effective, humane solution to homelessness that aligns with broader efforts to promote public health, economic recovery, and community resilience.

## **4. Investment in Government Facility, Equipment, and/or IT \$100,000**

To improve public access and streamline operations, Staff proposes a \$100,000 investment in government facilities and technology upgrades. This funding will focus on enhancing the City's digital infrastructure, making it easier for residents and businesses to interact with city services online. Key initiatives include the installation of public Wi-Fi at Town Hall and City

Hall, upgrading the City's website for online services to improve the user experience, and implementing an online booking system for city facility usage.

These technology enhancements will not only improve the efficiency of city operations but also enhance accessibility, and transparency for residents and visitors, ensuring they can access important services and information electronically. This investment aligns with the City's goal of modernizing government operations to better serve the community in the digital age.

**RECOMMENDED ACTION(S):**

Staff recommends that the City Council approve the proposed use of the City's American Rescue Plan Act (ARPA) funding and direct staff to explore alternative funding mechanisms for the Broadband project. Additionally, staff seeks any further direction from the Council as needed. Approval will authorize the appropriation of ARPA funds and the implementation of the projects, programs, and expenditures outlined in this staff report.

**ALTERNATIVE ACTION(S):**

Request for more information or provide Staff will alternative uses of ARPA Funds.

**FISCAL IMPACT:**

The City of Fort Bragg received a funding allocation of \$1.7 million in American Rescue Plan Act Funds and has chosen to take the standard allowance for the full amount of the allocation. The City received its first disbursement of half the allocated funding on July 9, 2021. The second half of the funds will be released under the second disbursement one year after the first disbursement. Funds for local governments must be " obligated by" December 31, 2024, and " expended" by December 23, 2026.

**GREENHOUSE GAS EMISSIONS IMPACT:**

N/A

**IMPLEMENTATION/TIMEFRAMES:**

Timeline and Next Steps for Fiscal Recovery Funds Implementation:

- October 2024: Develop specific program guidelines as approved above.
- October 2024: Incorporate ARPA Funding Programs into the Adopted Budget for Fiscal Year 2024/2025
- December 2024: Deadline to commit ARPA Funds.
- December 2026: Deadline to expend ARPA Funds.

**ATTACHMENTS:**

None.

**NOTIFICATION:**

Notify Me E-subscriber Lists: Economic Development Planning; Fort Bragg Downtown Businesses; Affordable Housing; Finance and Budgeting