



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**

Monday, February 24, 2025

6:00 PM

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COUNCILMEMBERS PLEASE TAKE NOTICE

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

ZOOM WEBINAR INVITATION

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

You are invited to a Zoom webinar!

When: Feb 24, 2025 06:00 PM Pacific Time (US and Canada)

Topic: CITY COUNCIL

Join from PC, Mac, iPad, or Android:

<https://us06web.zoom.us/j/86427566762>

Join via audio:

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

Webinar ID: 864 2756 6762

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. [24-1113](#) Proclamation Declaring February 2025 as Teen Dating Violence Awareness and Prevention Month

Attachments: [03-Teen Violence Awareness Month](#)

- 1B. [24-1114](#) Proclamation Declaring February 2025 as Black History Month

Attachments: [02-Black History Month](#)

- 1C. [25-36](#) Proclamation recognizing March 2025 as Women's History Month

Attachments: [04-WOMEN'S HISTORY MONTH](#)

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

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

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

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

WRITTEN PUBLIC COMMENTS: Written public comments received after agenda publication are forwarded to the Councilmembers as soon as possible after receipt and are available for inspection at City Hall, 416 N. Franklin Street, Fort Bragg, during normal business hours. All comments will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible, except comments that are in an unrecognized file type or too large to be uploaded to the City's agenda software application. Public comments may be submitted to Acting City Clerk Amber Lenore Weaver, aweaver@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. [25-15](#) Receive and Consider Introducing by Title Only and Waiving the First Reading of Ordinance 999-2024 of the City of Fort Bragg Regulating Tobacco Product Sales, Requiring the Licensure of Tobacco Retailers, Prohibiting the Sale of Flavored Tobacco Products, and Amending the Fort Bragg Municipal Code
- Attachments:** [Fort Bragg TRL Ordinance 999](#)
- 5B. [25-37](#) Resolution of the Fort Bragg City Council Approving Side Letters for Fort Bragg Police Association Revising Article 9-Uniforms and Equipment and Article 25-Holidays of the Fort Bragg Police Association Memorandum of Understanding 2024-2028
- Attachments:** [RESO FBPA MOU Article 9 Uniforms & Article 25 Holidays Side Letters.docx](#)
- [Exhibit A](#)
- [Exhibit B](#)
- [Exhibit C](#)
- [ARTICLE 25 Fort Bragg Side Letter.docx](#)
- [ARTICLE 9 Fort Bragg Side Letter.docx](#)
- 5C. [25-39](#) Approve Request for Proposals For Comprehensive Cost Of Service Analysis and Fee Study for CV Starr
- Attachments:** [CV Starr RFP for Fee Study](#)
- [EX A- Standard PSA](#)
- 5D. [25-16](#) Approve Scope of Work for Consultant Services to Provide a Utility Rate Study for the City of Fort Bragg and Fort Bragg Municipal Improvement District No. 1
- Attachments:** [RFP - Utility Rate Study 2025 FINAL](#)
- [EX A - PSA Contract](#)
- 5E. [25-32](#) Adopt Resolution of the Fort Bragg City Council Approving a Contract Change Order with Redwood Roofer for the City Hall Roof Replacement Project, City Project No. PWP-00139 and Authorizing the City Manager to Execute Contract (New Amount Not To Exceed \$130,732.00)
- Attachments:** [RESO City Hall Roof Project Change Order](#)
- [Redwood Roofers Leaderhead Change Order](#)
- 5F. [25-33](#) Accept City Hall Roof Replacement Project as Complete and Direct City Clerk to File Notice of Completion
- Attachments:** [Notice of Completion](#)
- 5G. [25-27](#) Receive and File Minutes of the Public Works and Facilities Committee Meeting for November 14, 2024
- Attachments:** [11142024 PWF Minutes](#)

- 5H. [25-28](#) Receive and File Minutes of the Public Works and Facilities Committee Meeting for January 09, 2025

Attachments: [PWF 01092025](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

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

- 7A. [25-9](#) Receive a Report, Conduct a Public Hearing, Receive Planning Commission's Recommendation, and Introduce, by Title Only, and Waive the First Reading of:
- a. Ordinance 1000-2025 to Amend Division 17 to the Fort Bragg Municipal Code and Adopt Chapter 17.42.175 "Tiny Homes, Model Park RVs & Mobile Homes", of Division 17 of The Fort Bragg Municipal Code, to Establish Regulations and Standards for Tiny Homes, Model Park RVs & Mobile Homes;
 - b. Ordinance 1001-2025 to Amend Division 17 to the Fort Bragg Municipal Code and Repeal Chapter 17.42.110 "Mobile Home Parks" of Division 17 of the Fort Bragg Municipal Code and Replace it with Chapter 17.42.110 "Tiny Home Communities" to Establish Standards for Tiny Home Communities;
 - c. Ordinance 1002-2025 to Amend Chapter 17.42.190- Restaurants of Division 17 of the Fort Bragg Municipal Code to Establish Regulations and Standards for Outdoor Dining; and
 - d. Ordinance 1003-2025 to Amend 17.71.090 - Planned Unit Development Permit of Division 17 of the Fort Bragg Municipal Code to Allow Planned Unit Development Permits on Parcels of 1 Acre or More.
Statutory CEQA Exemption 15265

Attachments: [Staff Report - Four CLUDC Ordinances](#)

[Att. 1- Ordinance 1000-2025 CLUDC Tiny Homes](#)

[Att. 2- Ordinance 1001-2025 CLUDC Tiny Home Communities](#)

[Att. 3- Ordinance 1002-2025 CLUDC Outdoor Dining](#)

[Att. 4- Ordinance 1003-2025 CLUDC Planned Unit Development](#)

[Att. 5- Coastal Commission Letter](#)

[Att. 6- CLUDC Code Amendments NOPH City Council](#)

- 7B. [25-8](#)** Receive a Report, Conduct a Public Hearing, Receive Planning Commission's Recommendation, and Introduce, by Title Only, and Waive the First Reading of Ordinances Amending the Inland Land Use and Development Code (Ordinance 1004-2025) and the Coastal Land Use and Development Code (Ordinance 1005-2025) to Comply with Recent Changes in State of California Housing Law Related to Accessory Dwelling Units. Statutorily exempt under CEQA Guidelines 15265 Adoption of Coastal Plans and Programs and 15282 (h)The adoption of an ordinance regarding second units in a single-family or multi-family residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code.

Attachments: [ADU Code Amendments Staff Report 2-24-2025](#)

[Att. 1- Ordinance 1004-2025 ADU ILUDC](#)

[Att. 2- Ordinance 1005-2025 ADU LCP](#)

[Att. 3 - HCD ADU-Review Letter for ILUDC Ordinance](#)

[Att. 4 - HCD ADU Coastal Ordinance Flyover Review](#)

[Att. 5 - ADU Code Amendments NOPH City Council](#)

[Public Comment - Fort Bragg ADU Ordinance Letter CalHDF](#)

- 7C. [25-11](#)** Receive a Report, Hold a Public Hearing, and Consider Adopting a Resolution of the Fort Bragg City Council Providing Preliminary Preapproval of Inclusionary Housing Incentives for Proposed Senior Housing Project at 860 Hazelwood St.; Exempt from CEQA pursuant to 15060(c)(3)

Attachments: [Hazelwood Housing Incentives Staff Report 2-24-2025](#)

[Att. 1- Applicant Incentives Request](#)

[Att. 2- CC Resolution re Hazelwood Project Incentives](#)

8. CONDUCT OF BUSINESS

- 8A. [25-38](#)** Adopt City Council Resolution Approving Professional Services Agreement with Palni, Inc. for On-Call, As-Needed, Engineering/Design Services and Technical Assistance for the Municipal Broadband Utility Project, and Authorizing City Manager to Execute Contract (Amount not to Exceed \$55,000); CEQA Exemption 15378

Attachments: [02242025 Palni, Inc.](#)

[Att. 1 - RESO Palni, Inc.](#)

[Att. 2 - AGREEMENT Palni, Inc](#)

[Att. 3 - SOW Palni, Inc.](#)

- 8B. [25-35](#) Resolution of the Fort Bragg City Council Accepting the Fort Bragg Police Department Salary Survey Results as Required by Ordinance 672; Establishing the City Clerk, Non-Certified Confidential/Non-Bargaining Classification, and Confirming the Pay Rates and Ranges for All City of Fort Bragg Established Classifications Effective January 1, 2025

Attachments: [RESO - Council Compensation_CityClerkNon-Cert Ord672 accptnc eff 1.1.2025](#)
[Exhibit A Staff Report](#)
[Exhibit B](#)

- 8C. [25-34](#) Receive Report and Consider Introducing by Title Only, and Waive Further Reading of Ordinance 1007-2025 Amending Chapter 3.20 (Purchasing Policies and Procedures) and Chapter 3.22 (Informal Bidding Procedures) of the Fort Bragg Municipal Code

Attachments: [02.24.25 Staff Report Signing Authority](#)
[ORD CM Authority](#)
[Chapter 3.20 Redline](#)
[Chapter 3.22 Redline](#)
[Public Comment Item 8C](#)

9. CLOSED SESSION

ADJOURNMENT

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

**NEXT REGULAR CITY COUNCIL MEETING:
 6:00 P.M., MONDAY, MARCH 10, 2025.**

STATE OF CALIFORNIA)
)ss.
 COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on February 20, 2025.

 AMBER LENORE WEAVER
 Acting 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: 24-1113

Agenda Date: 2/24/2025

Version: 1

Status: Business

In Control: City Council

File Type: Proclamation

Agenda Number: 1A.

Proclamation Declaring February 2025 as Teen Dating Violence Awareness and Prevention Month

P R O C L A M A T I O N
DECLARING FEBRUARY 2025 AS TEEN DATING VIOLENCE
AWARENESS AND PREVENTION MONTH

WHEREAS, teen dating violence, also known as dating abuse, is a serious and growing problem throughout California and each year, an estimated 1 in 12 high school students is physically hurt by a dating partner; and

WHEREAS, according to the Center for Disease Control and Prevention, Dating Matters: Strategies to Promote Healthy Teen Relationships, 1 in 3 adolescents report verbal, emotional, physical, or sexual dating abuse each year; and

WHEREAS, according to the American Psychological Association, 1 in 3 teens have experienced dating abuse and about the same number say they have committed dating abuse themselves; and

WHEREAS, according to the Centers for Disease Control and Prevention, 1 in 11 female teens and 1 in 15 male teens reported experiencing physical violence in the last year; and

WHEREAS, according to the Centers for Disease Control and Prevention, 1 in 9 female teens and 1 in 36 male teens reported experiencing sexual dating violence in the last year; and

WHEREAS, 43% of LGBTQ+ identifying teens reported experiencing physical dating violence, compared to 29% of heterosexual youth, and 50% of transgender youth reported experiencing sexual violence at some point in their lives; and

WHEREAS, teen dating violence has been linked to other forms of violence and aggression against peers, including bullying, sexual harassment, sexual violence, and physical violence; and

WHEREAS, survivors of teen dating violence have increased risk for truancy, dropout, teen pregnancy, suicide, having eating disorders, and engaging in other harmful behaviors such as the use of alcohol, tobacco, and other drugs; and

WHEREAS, teen dating violence intervention and prevention programs can help to ensure a positive school climate and safe learning environment for all youth ages 12 to 24; and

WHEREAS, Project Sanctuary's prevention programs work to address warning signs of teen dating violence among youth before behaviors escalate and protect the safety of targeted youth; and

NOW, THEREFORE, I, Jason Godeke, Mayor of the City of Fort Bragg, on behalf of the entire City Council, join Project Sanctuary in the belief that all community members must be part of the solution to prevent adolescent violence by empowering youth to develop healthy and violence-free relationships throughout their lives, and I do hereby proclaim February as "Teen Dating Violence Awareness and Prevention Month."

SIGNED this 24th day of February, 2025

Jason Godeke, Mayor

ATTEST:

Amber Lenore Weaver, Acting City Clerk

No. 03-2025



City of Fort Bragg

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Text File

File Number: 24-1114

Agenda Date: 2/24/2025

Version: 1

Status: Business

In Control: City Council

File Type: Proclamation

Agenda Number: 1B.

Proclamation Declaring February 2025 as Black History Month

P R O C L A M A T I O N

BLACK HISTORY MONTH

FEBRUARY 2025

WHEREAS, the month of February is officially celebrated as a national event honoring Black History and recognizing the heritage and achievements of African Americans; and

WHEREAS, African Americans have played a central role in our nation's history and the contributions African Americans have made and continue to make are an integral part of our society; and

WHEREAS, Black History Month can be traced back to 1926 when the writer and scholar Dr. Carter G. Woodson, the "Father of Black History Month" began the annual observance to help rectify the omission of African Americans from history books; and

WHEREAS, in 1976, as America observed its bicentennial, the week-long commemoration was expanded to one month and is celebrated today as Black History Month; and

WHEREAS, Africans were first brought involuntarily to the shores of the United States as early as the 17th century, suffering enslavement and facing the injustices of lynch mobs, segregation, and denial of the basic and fundamental rights of citizenship; and

WHEREAS, Black History Month reminds us to continue to fight for justice and equality and should be a uniting call to our nation to continue to work for a more diverse, supportive, inclusive, and protective union; and

WHEREAS, across the generations, countless Black Americans have demonstrated profound moral courage and resilience to help shape our Nation for the better; and

WHEREAS, Black History Month celebrates the many achievements and contributions made by African Americans, including our local heroes; and

WHEREAS, African Americans residing in Fort Bragg have contributed to the betterment of our community through their activism, volunteerism, civic pride and involvement;

NOW, THEREFORE, I, Jason Godeke, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby proclaim the month of February 2025 as Black History Month.

SIGNED this 24th day of February, 2025

JASON GODEKE, Mayor

ATTEST:

AMBER L WEAVER, Acting City Clerk

No. 02-2025



City of Fort Bragg

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Text File

File Number: 25-36

Agenda Date: 2/24/2025

Version: 1

Status: Business

In Control: City Council

File Type: Proclamation

Agenda Number: 1C.

Proclamation recognizing March 2025 as Women's History Month



PROCLAMATION RECOGNIZING MARCH 2025 AS WOMEN'S HISTORY MONTH

WHEREAS, Women's History Month has been observed yearly during the month of March in Mendocino County since 1983, and it has been observed nationally since 1987; and

WHEREAS, Women's History Month is a celebration of women's contributions to history, culture and society. Each year there is a national theme--this year Women's History Month celebrates *"Moving Forward Together! Women Who Educate & Inspire"* recognizing women throughout the country who understand that, for a positive future, we need to eliminate bias and discrimination entirely from our lives and institutions.

WHEREAS, the Mendocino Women's Political Coalition (MWPC), together with the AAUW-Ukiah, will host an annual Mendocino Women's History Gala Celebration, honoring local women who exemplify the Women's History Month annual theme on March 2, 2025 at the Space Theater in Ukiah; and

WHEREAS, women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways and have served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force, working inside and outside of the home;

WHEREAS, women have played a unique role throughout the history of the Nation by providing the majority of the country's volunteer labor force; and

WHEREAS, women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history;

NOW, THEREFORE, I, Jason Godeke, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby proclaim March as "Women's History Month."

SIGNED this 24th day of February, 2025

JASON GODEKE,
Mayor

ATTEST:

AMBER LENORE WEAVER,
Acting City Clerk

No. 04-2025





City of Fort Bragg

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Text File

File Number: 25-15

Agenda Date: 2/24/2025

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5A.

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

AN ORDINANCE OF THE CITY OF FORT BRAGG REGULATING TOBACCO PRODUCT SALES, REQUIRING THE LICENSURE OF TOBACCO RETAILERS, PROHIBITING THE SALE OF FLAVORED TOBACCO PRODUCTS, AND AMENDING THE FORT BRAGG MUNICIPAL CODE.

ORDINANCE NO. 999-2025

The City Council of Fort Bragg does ordain as follows:

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

WHEREAS, four out of five children who use tobacco started with a flavored tobacco product; and

WHEREAS, according to a Report of the Surgeon General, internal tobacco industry documents show that the industry uses flavors to reduce the harshness of their products to make them more appealing to new users, almost all of whom are under the age of 18; and

WHEREAS, the results of a California Statewide survey among students in 2018 by the Center for Research and Intervention in Tobacco Control indicate that flavored electronic smoking products are mainly responsible for a rapid increase in youth and young adult tobacco use; and

WHEREAS, according to a fact sheet on Menthol and Cigarettes published by the California Department of Public Health, menthol flavorings are more popular with young smokers based on a national study finding that 54.5% of high school and 48.4% of middle school users of tobacco products smoke menthol cigarettes (as compared to 30-35% of adults); and

WHEREAS, within a statewide survey of high school students in 2017-2018, the Northern Region of California, including the County of Mendocino, has among the highest prevalence of tobacco use; and

WHEREAS, the results of the California Healthy Kids Survey for 2017-2019, indicate the rate of vape use among current tobacco users in Mendocino County is 9% for seventh grade, 22% for ninth grade, and 22% for eleventh grade

NOW, THEREFORE, the City Council ordains as follows: it is the intent of the City Council of Fort Bragg, in enacting this ordinance, to join numerous other California jurisdictions, which have adopted comprehensive flavor bans:

Section 2. Chapter 6.14 of the Fort Bragg City Code is hereby amended as read as follows:

CHAPTER 6.14 LICENSING OF TOBACCO SELLERS

- 6.14.010 Definitions.
- 6.14.020 Requirement for Tobacco Seller's license.
- 6.14.021 Sales of Flavored Tobacco Products prohibited.
- 6.14.022 Performance standards – Deemed approved activities.
- 6.14.030 Application procedures.
- 6.14.040 Issuance of license.
- 6.14.050 Display of license.
- 6.14.060 License fee.
- 6.14.070 License nontransferable.
- 6.14.080 License violation.
- 6.14.090 Suspension, termination or revocation of license.
- 6.14.100 Administrative fine.
- 6.14.110 Enforcement.
- 6.14.120 Exceptions.
- 6.14.130 Construction and Severability.
- 6.14.140 Public Records.

6.14.010 DEFINITIONS.

The following words and phrases, whenever used in this Chapter, shall have the meaning provided in this section unless the context clearly requires otherwise:

AGENCY. The Community Development Department.

ARM'S LENGTH TRANSACTION. A sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this Chapter is not an Arm's Length Transaction.

CHARACTERIZING FLAVOR. A distinguishable taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a Tobacco Product, including, but not limited to, tastes or aromas relating to any fruit, menthol, mint, wintergreen,

chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverages, herb, or spice. A Tobacco Product shall not be determined to have a Characterizing Flavor solely because of the use of additives or flavorings or the provision of the ingredient information.

CITY. Means the City of Fort Bragg.

COMPLIANCE CHECK. The process in which the Agency sends a Young Adult Decoy into a Tobacco Retailer's establishment to attempt to purchase a Tobacco Product.

ELECTRONIC NICOTINE DELIVERY SYSTEMS (ENDS). An electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately and includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

FLAVORED TOBACCO PRODUCT. Any tobacco product that contains a constituent that imparts a characterizing flavor.

MANUFACTURER. Any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a tobacco product; or imports a finished tobacco product for sale or distribution into the United States.

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

SALE or SELL. Any transfer of goods for money, trade, barter, or other consideration.

SMOKING. Inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.

TOBACCO PARAPHERNALIA. Cigarette papers or wrappers, blunt wraps as defined in Section 308 of the Penal Code, pipes, holders of smoking materials of all types, cigarette rolling

machines, or other instruments or things designed for the smoking or ingestion of tobacco products.

TOBACCO PRODUCT. Means any of the following:

1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.
2. Any electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.
3. Any component, part, or accessory of a Tobacco Product, whether or not sold separately.
4. "Tobacco Product" does not include a product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for an approved purpose.

TOBACCO SELLER. Any Person who sells, offers for sale, or offers to exchange, Tobacco Products, as defined in this section, for any form of consideration. "Tobacco Selling" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco or Tobacco Products sold, offered for sale, exchanged, or offered for exchange.

YOUTH DECOY. A participant in a compliance check who is under the age of 18, reasonably appears under the age of 18 and who has participated in the Mendocino County Health and Human Services Agency, Public Health Branch training for youth involved with the tobacco control program compliance surveys.

6.14.020 REQUIREMENT FOR TOBACCO SELLER'S LICENSE.

A. It shall be unlawful for any Person to act as a Tobacco Seller without first obtaining and maintaining a valid Tobacco Seller's license pursuant to this Chapter for each location at which that activity is to occur. No license may be issued to authorize Tobacco Selling at other than a fixed location. For example, Tobacco Selling by Persons on foot or from vehicles is prohibited.

B. The term of a license is one year from the date of issuance, unless earlier suspended, terminated or revoked pursuant to § [6.14.090](#). Each licensed Tobacco Seller shall apply for the renewal of his or her Tobacco Seller's license no later than thirty (30) days prior to its expiration.

C. Nothing in this Chapter shall be construed to grant any Person obtaining and maintaining a Tobacco Seller's license any status or right other than the right to act as a Tobacco Seller at the location in the City identified on the face of the license. For example, nothing in this Chapter shall be construed to render inapplicable, supersede, or apply in lieu of any other provision of applicable law, including, without limitation, any condition or limitation on smoking in enclosed places of employment made applicable to business establishments by Cal. Labor Code § [6404.5](#).

D. It is the responsibility of each licensed Tobacco Seller to be informed regarding all laws applicable to Tobacco Selling, including those laws affecting the issuance of a tobacco and E-cigarette seller's license. No licensed Tobacco Seller may rely on the issuance of a license as a determination by the City that the Tobacco Seller has complied with all laws applicable to Tobacco Selling.

E. A Person selling Tobacco Products without a valid tobacco retailer license, including a Person whose privilege to sell tobacco products has been suspended or revoked:

1. Shall keep all Tobacco Products out of public view. The public display of Tobacco Products in violation of this provision shall constitute Tobacco Selling without a license.

2. Shall not display any advertising relating to Tobacco Products that promotes the sale or distribution of such products from the Tobacco Seller's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

6.14.021 SALES OF FLAVORED TOBACCO PRODUCTS PROHIBITED.

A. It shall be a violation of this Chapter for any Tobacco Seller or any of the Tobacco Seller's agents or employees to sell or offer for sale, or to possess with intent to sell or offer for sale, any Flavored Tobacco Product.

B. There shall be a rebuttable presumption that a Tobacco Seller in possession of four or more Flavored Tobacco Products, including, but not limited to, individual Flavored Tobacco Products, Packages of Flavored Tobacco Products, or any combination thereof, possesses such Flavored Tobacco Products with intent to Sell or offer for Sale.

C. There shall be a rebuttable presumption that a Tobacco Product is a Flavored Tobacco Product if a Tobacco Seller, Manufacturer, or any employee or agent of a Tobacco Seller or Manufacturer has:

1. made a public statement or claim that the Tobacco Product imparts a Characterizing Flavor;
2. used text and/or images on the Tobacco Product's Labeling or Packaging to explicitly or implicitly indicate that the Tobacco Product imparts a Characterizing Flavor; or
3. taken action directed to Consumers that would be reasonably expected to cause Consumers to believe the Tobacco Product imparts a Characterizing Flavor.

6.14.022 PERFORMANCE STANDARDS – DEEMED APPROVED ACTIVITIES.

An activity shall retain its “deemed approved” status only if it conforms to all of the following deemed approved performance standards:

A. The Tobacco Seller does not offer illegal paraphernalia for sale. The offering of sale of such items shall result in immediate suspension of a Tobacco Seller's

license;

- B. The Tobacco Seller does not sell Tobacco Products to a Person under the minimum age for purchase pursuant to state and federal laws;
- C. The Tobacco Seller does not adversely affect the peace or safety of Persons residing or working in the surrounding area;
- D. The Tobacco Seller's activities do not result in repeated nuisance activities within the premises or in close proximity of the premises, including but not limited to disturbance of the peace, illegal drug activity, harassment of passersby, acts of vandalism, excessive littering, loitering, graffiti, illegal parking, curfew violations, or police detentions and arrests;
- E. The Tobacco Seller's activities do not result in violations to any applicable provision of any other City, state, or federal regulation, ordinance or statute;
- F. The Tobacco Seller's upkeep and operating characteristics are compatible with and will not adversely affect the livability or appropriate development of the surrounding neighborhood.

6.14.030 APPLICATION PROCEDURES.

Application for a Tobacco Seller's license shall be submitted for the location sought in the name of each Person proposing to hold the license and shall be signed by each Person or an authorized agent thereof. It is the responsibility of each Person to be informed of the laws affecting the issuance of a Tobacco Seller's license. A license that is issued in error or on the basis of false or misleading information supplied by a Person may be revoked pursuant to Section [6.14.090](#). All applications shall be submitted on a form supplied by the City and shall contain the following information:

- A. The name, address, and telephone number of each Person intending to hold the license.
- B. The business name, address, and telephone number of each location for which a

Tobacco

Seller's License is sought.

- C. The name and mailing address authorized by each Person to receive all license-related communications and notices (the "Authorized Address"). If an Authorized Address is not supplied, each Person shall be understood to consent to the provision of notice at the business address specified pursuant to subparagraph B above.
- D. Whether or not any Person has previously been issued a license pursuant to this Chapter that is, or was at any time, suspended or revoked and, if so, the dates of the suspension period or the date of revocation.
- E. Such other information as the City deems necessary for the administration or enforcement of this Chapter.

6.14.040 ISSUANCE OF LICENSE.

Upon the receipt of an application for a Tobacco Seller's license and the license fee, the City shall issue a license for the location sought unless substantial evidence in the record demonstrates one of the following bases for denial:

- A. The application is incomplete or inaccurate; intentionally supplying inaccurate or false information shall be a violation of this Chapter; or
- B. The application seeks authorization for Tobacco Selling by a Person for whom a suspension is in effect or whose license has been revoked pursuant to [Section 6.14.090](#) of this Chapter; or
- C. The Tobacco Seller has violated this Chapter or any other tobacco control law three (3) or more times within the previous sixty (60) months; or
- D. The Tobacco Seller at the time of the application is indebted to the City for any delinquent license fees or fines pursuant to this Chapter, unless such licensee, with the consent of the Agency enters into a written agreement with the City to pay such delinquent fees in at least monthly installments extending over a period not to exceed

one year and is current with said installment payments.

6.14.050 DISPLAY OF LICENSE.

Each license shall be prominently displayed in a publicly visible location at the licensed premises.

6.14.060 LICENSE FEE.

The fee to issue or to renew a Tobacco Seller’s license shall be established by resolution of the City Council.

6.14.070 LICENSE NONTRANSFERABLE.

A Tobacco Seller’s license is nontransferable. If the information required in the license application, pursuant to Section [6.14.030](#), changes, the licensed Tobacco Seller must notify the City within 14 days, and update all information on the license application form in order to continue to act as a licensed Tobacco Seller. For example, if a Tobacco Seller to whom a license has been issued changes business location, the Tobacco Seller must supply updated license information within 14 days of Tobacco Selling at the new location. If a business is sold, the new owner must apply for a license for that location before Tobacco Selling. The current licensee shall notify the City of the sale of the Tobacco Selling business.

6.14.080 LICENSE VIOLATION.

A. *Violation of Tobacco-Related Laws.* It shall be a violation of a Tobacco Seller’s license for a licensed Tobacco Seller or his or her agent or employee to violate any local, state, or federal tobacco-related law.

B. *License Compliance Monitoring.* The City of Fort Bragg anticipates that compliance checks of each licensed Tobacco Seller will be conducted at least two (2) times during each twelve-month period by the Mendocino County Health and Human Services Agency, Public Health Branch. The City shall not enforce any tobacco-related minimum-age law against a person who otherwise would be in violation of such law because of the person’s age (hereinafter “youth decoy”) if the violation occurs when:

1. The youth decoy is participating in a compliance check supervised by a law enforcement official, a code enforcement official, or any peace officer; or

2. The youth decoy is participating in a compliance check funded or supervised in part by the County of Mendocino or, funded or supervised in any part by the California Department of Health Services.

6.14.090 SUSPENSION, TERMINATION OR REVOCATION OF LICENSE.

A. *Tobacco Selling Without a Valid License.* In addition to any other penalty authorized by law, including the application of Administrative Fines under Section 6.14.100, if the Agency finds based on a preponderance of the evidence, after notice and an opportunity to be heard, that any Person has engaged in Tobacco Selling at a location without a valid Tobacco Seller's license, either directly or through the Person's agents or employees, the Person shall be ineligible to apply for, or to be issued, a Tobacco Seller's license as follows:

1. After a first violation at a location within any sixty (60) month period, no new license may be issued for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until one (1) year has passed from the date of the violation.
2. After a second violation at a location within any sixty (60) month period, no new license may be issued for the Person or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until three (3) years have passed from the date of the violation.
3. After a third violation at a location within any sixty (60) month period, no new license may be issued for the Person or the location unless ownership of the business at the location has been transferred in an Arm's Length Transaction.

B. *Administrative Penalties.* The remedies provided by these provisions are cumulative and in addition to any other remedies available at law or in equity. Upon a determination by the City that a licensed Tobacco Seller has engaged in any conduct that violates the provisions of this Chapter, the City may impose the following administrative penalties:

1. Upon a finding by the City of a first license violation within any thirty-six (36)-month period, the licensed Tobacco Seller shall receive a Letter of Reprimand from

the City which shall advise the licensed Tobacco Seller that if the licensed Tobacco Seller trains all sales employees at the location of the sale in the laws pertaining to the sale of tobacco products to minors and techniques to ensure future compliance with said laws no penalty will be imposed. The licensed Tobacco Seller must file with the City, within thirty (30) days of receipt of the Letter of Reprimand, an affidavit signed by the licensed Tobacco Seller and each of its sales employees, affirming that said training has been completed. If licensed Tobacco Seller fails to timely submit the affidavit, the City shall impose a fine not less than two hundred fifty dollars (\$250) and not exceeding one thousand dollars (\$1,000) for a first violation in any thirty-six (36)-month period.

2. Upon a finding by the City of a second license violation within any thirty-six (36)-month period, the licensed Tobacco Seller shall pay a fine of not less than fifteen hundred dollars (\$1,500) and not exceeding two thousand dollars (\$2,000) or the license shall be suspended for not less than fourteen (14) days and not more than twenty-one (21) days.

3. Upon a finding by the City of a third license violation within any thirty-six (36)-month period, the licensed Tobacco Seller shall pay a fine not less than three thousand dollars (\$3,000) and not exceeding five thousand dollars (\$5,000) or the license shall be suspended for not less than thirty (30) nor more than sixty (60) days for a third violation.

4. Upon a finding by the City of a fourth license violation within any thirty-six (36)-month period, the licensed Tobacco Seller shall pay a fine of not less than ten thousand dollars (\$10,000) and not exceeding twenty thousand dollars (\$20,000) or the license shall be suspended for not less than ninety (90) nor more than one hundred eighty (180) days.

5. Upon a finding by the City of a fifth or subsequent license violation within any thirty-six (36)-month period licensed Tobacco Seller's license shall be revoked for not less than one (1) year.

C. *Notification of Violation and Administrative Penalties.* The City shall verbally notify a licensed Tobacco Seller found violating this Chapter within forty-eight (48) hours or by written Notice of Violation within five (5) days.

D. *Settlement of Administrative Penalties.* The City may engage in settlement discussions with the licensed Tobacco Seller regarding violations if a written request by the Tobacco Seller is received by the City within fifteen (15) calendar days of receipt of Notice of Violation. Settlement discussions may include imposition of fines, suspensions or other reasonable conditions intended to avoid future violations. A Notice of Settlement shall be memorialized if an agreement is reached and provided to the City, and no appeal shall be taken. Settlements will not be confidential and will be conferred without approval from the City Council. Settlements will include an admission that the violation occurred and a stipulation that the violation will be counted when considering what penalty will be assessed for any future violations.

E. *Appeal of Suspension, Penalties or Revocation.* A decision of the City to impose penalties or to revoke or suspend a license under this Section [6.14.090](#) is appealable in accordance with the procedures described in Chapter [1.08](#).

F. *License Suspension Requires the Removal of all Tobacco Products from Public View.* A Tobacco Seller whose license is suspended must remove from public view all Tobacco Products and tobacco advertising for the duration of the suspension. Failure to remove such items from view will be regarded as a violation of this ordinance equivalent to that of selling to minors.

G. *Revocation of License Obtained Under False Pretenses.* A Tobacco Seller whose license is obtained under false pretenses shall have that license revoked. This revocation shall be with prejudice. A licensee whose license is revoked pursuant to this subsection may not apply for a new license for a period of one (1) year from the date the license is revoked.

H. *Revocation of License Issued in Error.* A Tobacco Seller's license shall be revoked if the City finds, after notice and opportunity to be heard, that one or more of the bases for denial of a license under Section [6.14.040](#) existed at the time application was made or at any time before the license was issued. The revocation shall be without prejudice

to the filing of a new application for a license.

I. *Termination of License for Failure to Pay Renewal Fees.* A Tobacco Seller's license which is not timely renewed pursuant to Section [6.14.020](#)(B) shall automatically be deemed terminated by operation of law. No Person shall engage in Tobacco Selling at such location until a new license has been issued for that location.

6.14.100 ADMINISTRATIVE FINE.

A. *Grounds for Fine.* If the City determines, based on substantial record evidence, that a Tobacco Seller, or any employee, contractor or agent of a Tobacco Seller, has engaged in Tobacco Selling without a license, or during a period when the Tobacco Seller's license is suspended, the City shall fine the Tobacco Seller a fine not exceeding five hundred dollars (\$500) per violation. Each day that the Tobacco Seller engages in Tobacco Selling in violation of this Section [6.14.100](#) shall constitute a separate violation.

B. *Notice of Violation.* A notice of violation and of intent to impose a fine shall be personally served on, or sent by certified mail to, the Tobacco Seller subject to the fine. The notice shall state the basis of the City's determinations and include an advisement of the right to request a hearing to contest the fine. A decision of the City to impose a fine under this Section [6.14.100](#) is appealable in accordance with the procedures described in Chapter [1.08](#).

C. *Failure to Pay a Fine.* The Agency or City may impose any remedy authorized by law to collect the administrative fine if not paid timely pursuant to the provisions of this Chapter.

6.14.110 ENFORCEMENT.

The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.

A. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this ordinance shall constitute a violation.

B. In addition to the administrative enforcement procedures provided by Section [6.14.090](#), violations of this ordinance may, at the discretion of the District Attorney, be prosecuted as misdemeanors.

C. Violations of this Chapter are hereby declared to be public nuisances.

D. Violations of this Chapter are hereby declared to be unfair business practices and are presumed to at least nominally damage each and every resident of the community in which the business operates.

E. In addition to other remedies provided by this Chapter or by other law, any violation of this Chapter may be remedied by a civil action brought by the City Attorney or the District Attorney, including, for example, administrative or judicial nuisance abatement proceedings, other legally authorized enforcement proceedings, and suits for injunctive relief.

F. Any Person acting for the interests of itself, its members, or the general public may bring an action for injunctive relief to prevent future such violations or to recover such actual damages as he or she may prove.

G. Any Person who is found to have violated this Chapter shall be liable for such costs, expenses and disbursements paid or incurred by the City or any of its contractors in the correction, abatement, prosecution of, or administrative hearing, on the violation. Re-inspection fees to ascertain compliance with previously noticed violations shall be charged to the owner of the establishment and may be set by the City Council.

6.14.120 EXCEPTIONS.

A. Nothing in this Chapter prevents the provision of tobacco products to any person as part of an indigenous practice or a lawfully recognized religious or spiritual ceremony or practice.

B. Nothing in this Chapter will be construed to penalize the purchase, use, or possession of a tobacco product by any person not engaged in tobacco retailing.

6.14.130 CONSTRUCTION & SEVERABILITY.

If any section or provision of this ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

6.14.140 PUBLIC RECORDS. All information provided to the Department by a licensee or license applicant pursuant to this Chapter will be subject to disclosure under the California Public Records Act (California Government Code section 6250 et seq.) or any other applicable law.

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

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

The foregoing Ordinance was introduced by Councilmember _____ at a regular meeting of the City Council of the City of Fort Bragg held on _____ and adopted at a regular meeting of the City of Fort Bragg held on _____ by the following vote:

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

Jason Godeke,
Mayor

ATTEST:

Amber Lenore Weaver
Acting City Clerk

PUBLISH: _____ and _____ (by summary).

EFFECTIVE DATE: _____.



City of Fort Bragg

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

File Number: 25-37

Agenda Date: 2/24/2025

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5B.

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

Adoption of the resolution approves side letters revising Article 9 - Uniforms and Equipment and Article 25 - Holidays of the Fort Bragg Police Association Memorandum of Understanding 2024-2028.

RESOLUTION NO. ____-2025

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING SIDE LETTERS FOR FORT BRAGG POLICE ASSOCIATION
REVISING ARTICLE 9 – UNIFORMS AND EQUIPMENT AND ARTICLE 25 –
HOLIDAYS OF THE FORT BRAGG POLICE ASSOCIATION MEMORANDUM
OF UNDERSTANDING 2024-2028**

WHEREAS, the City of Fort Bragg (City) and the Fort Bragg Police Association (FBPA) commenced negotiations on May 6, 2024 for a new four-year Memorandum of Understanding (MOU); and

WHEREAS, the City Council approved the FBPA 2024-20285 MOU at the August 12, 2024 City Council meeting; and

WHEREAS, the Fort Bragg Police Association and the City of Fort Bragg wish to amend Article 9 – Uniforms and Equipment and Article 25 – Holidays of the Memorandum of Understanding between the City of Fort Bragg and the Fort Bragg Police Association (FBPA) Effective July 1, 2024, through June 30, 2028, Exhibit A, to better serve the needs of the association and the City by better defining the uniform allowance and holiday pay payment process; and

WHEREAS, the City and the Fort Bragg Police Association have undertaken to bargain in good faith regarding Articles 9 and 25 and have reached a consensus on an agreement that has been reviewed by both parties; and

WHEREAS, the agreed upon redlined versions of Article 9 – Uniforms and Equipment and redlined Article 25 – Holidays are attached as Exhibit B and C, respectively, and

WHEREAS, changes to the memorandum of understanding require City Council approval, and the side letters are complete and ready for signatures (see respective side letters and are incorporated by reference); and

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

1. The foregoing recitals are true and correct and are made part of this Resolution.
2. The redlined changes to the Memorandum of Understanding (MOU) between the City of Fort Bragg and the Fort Bragg Police Association, Effective July 1, 2024, through June 30, 2028, for Article 9 – Uniforms and Equipment and Article 25 – Holidays are incorporated into the MOU, see Exhibit B and C attached; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg does hereby approve the FBPA side letters shown in Exhibits B and C and authorizes the City Manager to execute the same effective February 24, 2025.

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 24th day of February 2025, by the following vote:

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

**JASON GODEKE
Mayor**

ATTEST:

**AMBER WEAVER
Acting City Clerk**

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FORT BRAGG AND
THE FORT BRAGG POLICE ASSOCIATION

EFFECTIVE July 1, 2024

THROUGH

JUNE 30, 2028



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ARTICLE 1—PREAMBLE

1. This Agreement is entered into pursuant to the Meyers-Millias-Brown Act (California Government Code Section 3500 et seq.) and applicable ordinances and resolutions of the City of Fort Bragg between the City of Fort Bragg and the Fort Bragg Police Association, Inc. ("FBPA"). As a result of meet and confer sessions, the City and FBPA have agreed to the following understandings:
2. The City and the FBPA agree that the term of this Memorandum of Understanding shall commence on June 1, 2024 and expire on June 30, 2028.
3. This Agreement may be extended with the approval of both the City and FBPA. This Agreement shall expire immediately upon its replacement by a subsequent Agreement, or upon written declaration and notification by either the City or the FBPA to the other party that the negotiation process has reached Impasse.
4. The FBPA is recognized as the sole bargaining organization for all non-management and non-confidential employees of the Fort Bragg Police Department. Recognition was approved by the Fort Bragg City Council on May 12, 1980. The parties agree that the class of Administrative Supervisor within the Police Department is a "confidential" position and not represented by FBPA.
5. If any article or section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the City and the FBPA agree to meet within thirty (30) days for the purpose of renegotiating said article or section.
6. Any conflict between any section or part of this Agreement and any City or departmental rule, regulation, resolution, procedure or practice, existing as of the date of this Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement.
7. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein.
8. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matters within the scope of meeting and conferring during the period of the term of the Agreement, except regarding the interpretation of this Agreement.
9. It is recognized that the Employer-Employee Organization Relations Procedure adopted by Resolution No. 1868-91 on November 12, 1991, is the governing document as to the procedures for meeting and conferring in good faith with recognized employee

organizations regarding matters that involve the wages, hours, and other terms and conditions of employment.

10. All benefits granted to the FBPA and the Police Department, and each of its members and employees, pursuant to voter approved Initiative Measure D, City Ordinance 672, as adopted on November 4, 1986, are hereby incorporated in full in this agreement. Neither this agreement, nor any of its terms, shall in any way revoke, suspend or terminate the benefits granted by Measure D, Ordinance 672.

ARTICLE 2—DEFINITIONS

1. "Agreement" means the document referenced in Section 3505.1 of the Government Code. It shall be synonymous with the term "Memorandum of Understanding."
2. "FBPA" means the Fort Bragg Police Association, Inc.
3. "Bargaining Unit" shall include all non-management and non-confidential employees of the Fort Bragg Police Department.
4. "Benefit" is a service or compensation other than salary as provided for within this Memorandum of Understanding.
5. "Call Back" is when an employee is called back to work during his/her scheduled off duty hours, not contiguous to his/her shift.
6. "Call In" is when an employee is called in early to work, contiguous to his/her shift.
7. "City" means the City of Fort Bragg.
8. "Classification" means an authorized employee position for which a written position classification description exists and for which the City has provided funding.
9. "Department" means the Fort Bragg Police Department.
10. "Hold Over" is when an employee's shift is extended beyond the normal on-duty time, contiguous with his/her shift.
11. "Relief" shift is any shift worked outside of an employee's regularly assigned hours or days of duty, as determined during the shift rotation and shift selection process. A relief shift is further defined in Article 5, Section 3 below.
12. "Lateral New-Hire" is an experienced sworn officer who is hired or re-hired by the City with a minimum of eighteen (18) months of experience as a sworn safety officer with a minimum of a Basic POST certificate.
13. "Personnel Rules and Regulations" means the City of Fort Bragg Personnel Rules and Regulations.

14. "Police Employee" shall include all regular, non-management, non-confidential police employees, including all employees in the following classifications, and any newly created regular, non-management, non-confidential classifications:
 - a. Community Services Officer
 - b. Police Recruit
 - c. Police Officer
 - d. Police Sergeant

15. "Police Management and/or Confidential Employee" shall include all regular, police management and police department confidential employees, including all employees in the following classifications, and any newly created management and/or confidential classifications:
 - a. Police Captain
 - b. Chief of Police

16. "Sworn Employee" is any non-management member of the Fort Bragg Police Department who is a designated Public Safety Employee by law or City designation, and for whom the City contributes towards a PERS Safety Retirement.

17. "Non-Sworn Employee" is any non-confidential member of the Fort Bragg Police Department who is not a designated Public Safety Employee by law or City designation, and for whom the City contributes towards a PERS Miscellaneous Retirement.

18. "Salary" is the regular hourly or monthly monetary compensation as shown in the salary schedule attached hereto as Appendix A, and/or any salary schedule revision caused by action of the City in response to Ordinance 672.

ARTICLE 3—MANAGEMENT RIGHTS

In order to ensure that the City shall continue to carry out its public safety functions, programs and responsibilities to the public imposed by the law, and to maintain efficient public safety service for the citizens of Fort Bragg, the City continues to reserve and retain solely and exclusively all management rights, regardless of whether they have been exercised in the past, including those rights and responsibilities set forth by law and those City rights set forth in the Fort Bragg Personnel Rules and Regulations. No portion of this Management Rights Article shall be construed to obligate the City in any way. The rights, powers and authorities of the City include, but are not limited to the following:

1. To manage the Police Department and determine its mission, policies and procedures and the right to manage the affairs of the Department.

2. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City and to expand or diminish police services.

3. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, reassign, discipline, discharge, terminate, demote, reduce, suspend, layoff, reprimand, withhold salary increases and benefits for disciplinary or non-disciplinary reasons, or otherwise take action in accordance with Department or City Personnel Rules and Regulations.
4. To determine the nature, manner, means, extent, type, time, quantity, standard and level of police services to be provided to the public.
5. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
6. To lay off employees of the Police Department because of lack of work or funds or under conditions where continued work would be inefficient or ineffective.
7. To determine and/or change the police facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which the City police operations are to be conducted.
8. To determine method of financing.
9. To plan, determine and manage the Department's budget which includes, but is not limited to, the right to contract or subcontract any work or operations of the Police Department.
10. To communicate fully and openly with its employees on any subject at any time orally or in writing, both at work or through electronic mail and/or the U.S. Mail.
11. To determine the size and composition of the Police Department work force, assign work to employees of the Police Department in accordance with requirements determined by the Police Department and to establish and require compliance to work hours, work schedules, including callback, standby and overtime, and assignments.
12. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, and require compliance therewith. This is not intended to mean the City will establish ticket quotas.
13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, job specifications, and to reallocate and reclassify employees in accordance with Personnel Rules and Regulations.
14. To determine the issue of public policy and the overall goals and objectives of the Police Department and to take necessary action to achieve the goals and objectives of the Police Department.
15. To determine policies, procedures and standards for recruiting, selecting, training, transferring, assigning, dismissing, demoting and promoting employees in accordance with Personnel Rules and Regulations.

16. To establish, implement and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety and order, and to require compliance therewith.
17. To evaluate and maintain order and efficiency in police facilities and operation.
18. To restrict the activity of an employee organization on City facilities and on City time except as set forth in Article 4, "FBPA Rights."
19. To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.
20. To make reasonable rules and regulations pertaining to employees consistent with this Agreement.

A. Impact of Management Rights

Where required by law, the City agrees, prior to implementation, to meet and confer or consult with the FBPA over the impact of the exercise of a management right upon the wages, hours, and terms and conditions of employment on FBPA members unless the impact consequences of the exercise of a management right upon FBPA members is provided for in this Agreement, City Personnel Rules and Regulations, or Departmental Rules and Regulations.

B. Authority of Third Party Neutral - Management Rights

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the management rights which are included in this Agreement, exclusive of a competent court having subject matter jurisdiction.

C. No Strike/Job Action Provision

1. Prohibited Conduct:

The FBPA, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, pretended illness, or engage or honor any other form or type of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization during the term of this Agreement.

2. Employee Termination:

Any employee who participates in any conduct prohibited in Section C.1, "Prohibited Conduct," shall be considered on unauthorized absence and shall be subject to discharge or other disciplinary action by the City.

3. FBPA Responsibilities:

- a. In the event the FBPA, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Section C.1, "Prohibited Conduct," the FBPA shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement, and they must cease engaging in conduct prohibited in Section C.1, "Prohibited Conduct," and return to work.
- b. If the FBPA performs all of the responsibilities in good faith set forth in Section C.3.a., "FBPA Responsibilities," its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement and are in violation of Section C.1, "Prohibited Conduct."

ARTICLE 4—FBPA RIGHTS

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

- 1. The right to represent its members before the City Council, City advisory boards, commissions or committees with regard to wages, hours, and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations.
- 2. The right to be given reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.
- 3. The right to a reasonable amount of time during regular working hours to represent its members before the City Council or their representatives when formally meeting and conferring on matters within the scope of representation, or on any other activities that the parties agree is in the shared interest of more harmonious relations.
- 4. The right to payroll deductions made for payments pursuant to Article 26, "Payroll Deductions" herein.
- 5. The right to the use of a designated bulletin board and/or internal computer mail system by the FBPA.
- 6. The use of City facilities for FBPA activities, providing that appropriate advanced arrangements are made. The granting of such use may be conditioned on appropriate monetary charges to offset the cost of such use. The FBPA shall not use such facilities for political purposes.

- a. Reasonable access to employee work locations for officers of the FBPA and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
- b. The City agrees to provide the FBPA, within sixty (60) days after the signing of this Agreement, two (2) certified copies of the Agreement, and any other newly adopted City/Departmental rule, order, resolution or ordinance pertaining to employees represented by the FBPA.

7. FBPA Release Time Bank

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

ARTICLE 5—SALARY AND ADDITIONAL COMPENSATION

1. The salary provisions of Initiative Measure D, Ordinance 672, as adopted by the voters on November 4, 1986, are hereby incorporated into this agreement in their entirety. The salary adjustments, if any, shall be implemented as soon as possible after January 1 of each year, and before January 31 unless there is a discrepancy between the City and the FBPA relative to the survey results. In these instances, the discrepancy shall be resolved, and the salary adjustments shall be implemented no later than February 28.
2. All employees covered by this MOU shall receive a salary increase of three percent (4%) of their base salary, effective July 1, 2024. All employees covered by this MOU shall receive a salary increase of three percent (3%) of their base salary effective the first full pay period after July 1, 2025. All employees covered by this MOU shall receive a salary increase of three percent (3%) of their rate of pay effective the first full pay period after July 1, 2026. All employees covered by this MOU shall receive a salary increase of three percent (3%) of their base salary effective the first full pay period after July 1, 2027.
3. **Relief Shift:** A relief shift is defined as any shift worked outside of an employee's regularly assigned hours or days of duty, as determined during the shift rotation and shift selection process. Employees who work relief shifts shall receive additional compensation of one dollar (\$1.00 per hour for all hours worked when so assigned).

This provision is intended to apply to mandatory shift changes that occur after the schedule is posted, including overtime shifts required by the Department. Before the schedule is posted, scheduling is within the sole discretion of management, who will take into consideration the needs of the department and requests of employees when constructing the schedule.

This provision also does not apply to overtime shifts requested by the employee, or any other shifts worked outside of the employee's regularly assigned hours of duty if the shift adjustment is the result of a request by the employee. This provision also does not apply to additional shifts worked due to special events, court appearances, training, or other temporary or brief assignments that are considered to be part of the normal course of duties. Any disagreement regarding the application of a relief shift designation will be decided by the Chief or his appointed representative.

In accordance with California Code of Regulations 571(a) this pay is pensionable through CalPERS.

3. **Swing Shift Differential Pay:** Any employee who works the "Swing Shift" as determined during the shift selection process shall receive the additional compensation of one dollar (\$1.00) per hour for the entirety of the "Swing Shift" shift rotation. Any disagreement regarding the application of the Swing Shift shall be decided by the Chief or the Chief's appointed representative.

In accordance with California Code of Regulations 571(a) this pay is pensionable through CalPERS.

4. Assignment Pay: The Chief of Police may appoint such personnel as necessary for the positions of Field Training Officer (FTO), Range Master, Defensive Tactics Instructor or Taser Instructor to conduct the training of all police officer employees as required by POST. An employee designated by the Chief of Police as a training instructor shall receive additional compensation equal to five percent (5%) of their base rate of pay when so assigned.
5. Employees assigned to more than one specialty assignment, as listed above, shall receive additional compensation to their base rate of pay of up to ten percent (10%).
6. Detective: An employee assigned as a Detective shall receive additional compensation equal to five percent (5%) of his/her salary for all hours worked when so assigned.
7. Motor Officer: An employee designated by the Chief of Police as Motor Officer shall receive additional compensation equal to five percent (5%) of his/her salary for all hours worked when so assigned.

It is recognized that an officer assigned as a Motor Officer, FTO or Detective under this article is not "vested" in the position, and serves in the position at the pleasure of the Chief of Police. The appointed employees may change from time to time depending upon the nature of training and/or supervision needed, and/or the needs of the Department.

8. Bilingual Pay. An employee who is designated by the Chief of Police (with the approval of the City Manager) to receive bilingual pay shall receive additional compensation equal to five percent (5%) of his/her salary when so assigned. The Chief of Police must determine that a demonstrated need exists for an officer to utilize his/her bilingual skills and to be eligible, an employee must have successfully demonstrated his/her proficiency in a second language.
9. Educational Incentive Award. The City shall grant a one-time payment of \$2,250.00 to each full-time, non-probationary, employee covered under this agreement who has been awarded an Associate of Arts degree (or has completed 60 college semester units or equivalent quarterly units). Each full-time, non-probationary, employee covered under this agreement who has been awarded a Bachelor of Arts/Science (or has completed 120 college semester units or equivalent quarterly units) shall receive a one-time payment of \$3,000.00. Each full-time, non-probationary, employee covered under this agreement who has been awarded a Master's degree (or completed 45 semester units or equivalent quarterly units in a Master's program) shall receive a one-time payment of \$3,750.00. Degrees or units listed may be in any area of study. The one-time payment is paid upon award of the appropriate degree and documentation of such degree, which must be provided to the City within 30 days of earning the degree. Employees who have already received a one-time payment for earning a degree are not eligible for any payment for the same degree.
10. K-9 Officer Pay. An employee assigned as a K-9 Officer shall be compensated for 60 minutes per day, seven days per week, and 365 days per year, for the normal care, feeding, and

grooming of the dog as required, which includes: (1) feeding; (2) grooming; (3) training; (4) socializing; (5) maintaining kennel; (6) cleaning of feces; and (7) K-9 socialization and overall happiness. The hours are compensated at the then current overtime rate (time and one-half) based on the then current prevailing minimum wage (\$12 dollars per hour) (hours currently compensated at \$18 dollars per hour). The prevailing minimum wage shall be adjusted automatically for any increases scheduled by operation of law.

The parties agree that 60 minutes per day is a reasonable amount of time a K-9 Officer normally needs for these activities. In the event the K-9 Officer finds that more time than 60 minutes per day is necessary for these activities, it shall be the employee's responsibility to inform the City of such need and receive authorization from the Chief of Police prior to exceeding the 60-minute daily limit. Any additional hours spent in extraordinary care (e.g. times spent in non-routine or emergency veterinary care) shall be reported and compensated at the rate stated herein.

Both parties hereto recognize and agree that the City has the exclusive management right to direct and control Police Department operations set forth herein, including the right to make duty assignments as it sees fit, and the right to discontinue the K-9 Program at any time if, in the City's sole discretion, it is in the City's best interest.

11. Temporary Assignments. If any employee is temporarily assigned to a lower paid position, the employee shall continue to receive the salary of the original position. If an employee is temporarily required to perform the duties of a higher-paid position for a period in excess of four (4) work days, said employee shall receive additional compensation equal to five percent (5%) of his/her current salary or the salary of the employee so replaced, whichever is less, for the entire period of such assignment. The Human Resources Office shall be notified in writing by the Police Chief prior to each such temporary assignment. The Human Resources Office will prepare a Personnel Status Change Report for approval by the Chief of Police and City Manager.

Officer In Charge. Sworn employees in this unit may be assigned by management to temporarily assume the duties of an officer in charge. Such assignments are at the discretion of and must be made by the Police Chief or his or her designee, in writing prior to assignment. There is no requirement or expectation that a shift be staffed with an Officer in Charge or a supervisory level officer.

Employees assigned to an Officer in Charge status shall receive out of class compensation for every shift actually worked in which they have been designated in writing by the Police Chief or his or her designee as the "Officer In Charge." Officer in Charge assignment may be limited to one (1) shift and will be for no longer than four (4) weeks without reassignment confirmed in writing. The Police Chief has sole discretion to terminate the temporary Officer in Charge assignment prior to completion.

Out of class pay for such assignments shall be five percent (5%) above the employee's base hourly rate.

Out of class pay shall apply to any overtime worked in the higher classification (when eligible), but shall not apply to any paid leave taken during the acting assignment.

Qualification for such temporary assignments may be based on placement on an existing promotional list for that assignment, certification or training requirements as determined by the department or by the determination of the Police Chief or designee that the person is qualified.

12. Longevity Pay. Effective August 29, 2021 the City Agrees that:

- After completion of five (5) years of employment with the Fort Bragg Police Department, employees covered under this MOU will receive a one percent (1%) increase in base rate of pay.
- After completion of ten (10) years of employment with the Fort Bragg Police Department, employees covered under this MOU will receive a one percent (1%) increase in base rate of pay.
- After completion of fifteen (15) years of employment with the Fort Bragg Police Department, employees covered under this MOU will receive a one percent (1%) wage increase in base rate of pay.

Longevity Pay is capped at no more than three percent (3%) of base rate of pay. Longevity Pay is not pensionable through CalPERS.

13. Salary Upon Promotion. If an employee is promoted, and the salary on promotion guidelines as set forth in the City's Personnel Rules does not result in a minimum of 5% pay increase, the employee shall be promoted to the next higher step in the salary classification. In no event shall the promotion result in a salary higher than the top step of the classification to which the employee is being promoted.

14. Shift Differential Pay. Any employee on duty between the hours of 1900 – 0700 hours shall receive an additional compensation of \$2.00 (two dollars) per hour.

15. Standby Pay. For night shifts, when only two patrol staff are scheduled for duty assigned to work that shift, and there is no Community Service Officer scheduled to work that shift, off-duty patrol officers and patrol sergeants shall be offered the opportunity to **voluntarily** sign up to be the primary call-out (standby) for any event requiring additional or replacement sworn patrol staff. Patrol staff shall sign up for entire shifts and will be compensated for those standby hours as follows:

For night shifts Monday-Thursday employees shall be compensated \$100.00 for the full shift. For night shifts Friday-Sunday employees shall be compensated \$125.00 for the full shift.

Officers who sign up for a standby shift shall be required to respond and be ready for duty in no more than one hour from the time the initial call-out is made. The time of call-out shall be determined based on the time the call was made to the standby employee's

primary phone as listed in the Department's official "FBPD Call-out List." Employees who fail to respond within one hour will forfeit any standby pay for that shift.

Employees will be compensated for call-outs starting at the time of call-out so long as no more than thirty (30) minutes elapses before the employee is on active duty, in order to take into account the time it takes to don the appropriate uniform and personal protective equipment.

Employees designated as the "Standby Officer" will be compensated at a rate of one and a half (1.5) times the amount of regular pay at the time of the call-out, and for a minimum of two (2.0) hours. The call-out pay incentive will not apply to an employee designated as the "Standby Officer."

Employees shall be compensated an entire shift's standby pay regardless of whether or not they actually participate in a call-out.

Signing up for standby shifts shall be done based on seniority with officers being ineligible to sign up for two standby shifts in a single work week until all other staff have had the opportunity to select or decline to take shifts. Any discrepancies in sign up procedures shall be decided by the Chief of Police or his/her designee.

All call-outs from a standby list shall be approved by the Chief of Police or his/her designee via phone or in person prior to initiating a call-out. Standing exceptions to this section may be issued in writing by the Chief (i.e. Domestic Violence arrests, felony no-cite warrants, etc.).

Staff is encouraged to use discretion when proactively pursuing arrests which would mandate a standby call-out (i.e. residential probation searches without reasonable suspicion, attempted felony warrant services at a suspect's residence). Additionally, staff should continue to take reasonable precautions to prevent overtime costs related to call-outs.

Standby call-outs shall not be used to cover unexpected compensatory time off or vacation time without the express approval of the standby employee and the Chief of Police or his/her designee.

ARTICLE 6—EDUCATION REIMBURSEMENT PROGRAM

The City agrees to participate in an Education Reimbursement Program to assist employees covered by this MOU in continuing their advanced education in acceptable job-related fields. This program shall be available with the following limitations:

1. To the extent funding is available, the City shall provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$750 per fiscal year. Only costs for required course materials (not including computers) for approved courses

shall be deemed reimbursable through this program. The City Manager may approve additional amounts on a case-by-case basis.

2. Regular full-time employees may be eligible for reimbursement of tuition fees and book costs for academic courses taken in pursuit of a college degree or education undertaken to maintain or improve skills related to work performance in the employee's current position which are attended on employee's own time.
3. Reimbursement shall only be available to employees who have received prior approval from the City Manager, prior to beginning of class(es) and if funds are available within the Departmental budget.

ARTICLE 7—HEALTH, DENTAL AND VISION INSURANCE

1. For purposes of this Article, the following definitions shall apply:
 - a. Legally Separated - A court action separating an employee from his/her spouse. This definition shall be used for the sole purpose of determining coverage under the City Health Plan(s). The insurance provider shall determine if a legally separated spouse is eligible for coverage under the City Health Plan(s).
 - b. Domestic Partner – A domestic partner as defined under California Family Code section 297.
2. Health, Dental and Vision Insurance
 - a. City shall provide health, dental and vision insurance plans for employees and shall make such plans available for any dependents. The City's insurance provider shall determine if a legally separated spouse is eligible for coverage under the City's group health, dental and vision plans.
 - b. Effective January 1, 2012, the City shall pay 80% and the employee shall pay 20% of the premiums required for the health and dental plans. The City shall pay 100% of the premiums for the vision plan.
 - c. Employees enrolled in the High Deductible Health Plan will receive a total benefit allowance equal to 80% of the premium for the "traditional" health plan for payment of the High Deductible Health Plan premium with the balance, if any, to be paid into a Health Savings Account. Employees may choose to contribute additional funds to a Health Savings Account on a pre-tax basis via payroll deductions in accordance with IRS guidelines.
 - d. Employees may elect to opt out of the City's health plan, in which case the employee will receive a contribution of \$200 per pay period towards optional insurance premiums. The \$200 contribution will be paid to the employee as taxable income. Should an employee's spouse or domestic partner also work for the City, only one employee of the marriage/partnership shall receive health benefits as defined above.

3. Health & Dental Insurance Upon Retirement

- a. **For employees hired on or after January 1, 2012:** Retirees are not eligible to participate in the City's post-employment health and dental insurance benefit plans.
- b. **For employees hired on or after July 1, 2007:** The City agrees that employees/retirees only, with a minimum of ten (10) years of full-time employment with the City, may remain on the City's health and dental insurance plans until retiree reaches Medicare eligibility age. The retiree is responsible for the full cost of insurance premiums for retiree-only coverage which shall be paid to the City in a timely manner. Failure to pay premiums within 30 days of payment due date will result in termination of participation in the plan(s). This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving Public Employee Retirement System (PERS) benefits upon retirement from the City of Fort Bragg, and who maintain continuous retiree status with CalPERS.
- c. **For employees hired between July 1, 2004 and June 30, 2007:** The City agrees to pay, for employee/retiree only, the costs of health and dental insurance in the City-approved plan after the retirement of any employee who has a minimum of ten (10) years full-time employment with the City. This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving Public Employee Retirement System (PERS) benefits upon retirement from the City of Fort Bragg, and who maintain continuous retiree status with CalPERS. Said retiree shall be terminated from the group health plan when the retiree reaches Medicare eligibility age. For those retirees, the City will provide a City-paid supplemental prescription plan when they switch to Medicare and it becomes their primary coverage.
- d. **For employees hired between January 1, 1992 and June 30, 2004:** The City agrees to pay, for employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after the retirement of any employee who has a minimum of ten (10) years full-time employment with the City. This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving Public Employee Retirement System (PERS) benefits upon retirement from the City of Fort Bragg, and who maintain continuous retiree status with CalPERS.
- e. **For employees hired prior to January 1, 1992:** The City agrees to pay, for employee/retiree, the costs of health and dental insurance in the City-approved plan(s) after the retirement of any employee who has a minimum of ten (10) years full-time employment with the City. This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving PERS benefits upon retirement from the City of Fort Bragg, and who maintain retiree status with CalPERS.

- 1) The City will make available health and dental insurance in the City-approved plan(s) for retiree's spouse (if employee is married at time of retirement) or domestic partner (if employee has said domestic partner at time of retirement) of any employee who was hired prior to January 1, 1992, has a minimum of ten (10) years employment with the City, and whose last day of employment preceding retirement was with the City of Fort Bragg and who immediately begins receiving regular (i.e. based on time of service) PERS benefits under the 2% at 55 Plan (Government Code Section 21251.13) for non-sworn employees or the 2% at 50 Plan (Government Code Section 21250.01) for sworn employees, upon retirement from the City of Fort Bragg. Employees must be at least sixty (60) years of age at retirement provided however, an employee may retire earlier if permitted under one of the above PERS Plans in which case the retiree and/or spouse/domestic partner will be responsible for the costs of spousal/domestic partner insurance until retiree reaches the age of sixty (60).
 - 2) Paid health insurance for a retiree's spouse/domestic partner will be provided in the City-approved plan(s) based on the City paying ten (10) percent of the cost of spousal/domestic partner coverage after ten (10) years of employment with the City and an additional ten (10) percent for each full year of employment thereafter. Any costs not paid by the City based on this formula must be paid by the retiree and/or spouse/domestic partner.
 - 3) Dental insurance for the retiree's spouse/domestic partner will be made available in City-approved plan(s), but any cost of such spousal/domestic partner coverage must be paid for by the retiree and/or spouse/domestic partner, unless it is included in the retiree's plan and results in no additional cost to the City.
4. The City will provide no vision care plan or coverage for retirees or their spouses/domestic partners.
 5. In all cases in which the retiree is responsible for all or part of any health and/or dental premium, failure to pay premiums within 30 days of payment due date will result in termination of participation in the plan(s).

ARTICLE 8—LIFE AND DISABILITY INSURANCE

1. City agrees to provide the policy and pay premiums for life insurance for employees in the amount of \$50,000.
2. Non-sworn employees covered under this Agreement may participate in the group long term disability insurance program as offered by the City. For details of the program see the certificate of insurance on file in the City Human Resource Office. The City shall pay

half the cost of the program with the balance to be paid (withheld) through payroll deductions.

3. The City agrees to provide and maintain an optional group long term disability insurance coverage, in lieu of State Disability Insurance, for sworn employees. The plan shall be the PORAC Group Long Term Disability Program, and shall contain the following benefits:
 - a. 66 2/3% of your pre-disability earning, reduced by deductible income.
 - b. Benefit waiting period of sixty days, with a reduced benefit available after thirty days of 33 1/3%.
 - c. Maximum Benefit Period to age 65 years, injury, illness and pregnancy.
4. The City agrees to pay half of the monthly premium costs of the PORAC Long Term Disability Insurance for each participating employee, with the remaining premium costs to be paid by the participating employee via payroll deductions. The cap on the City's portion of premium costs for the period of this MOU shall be \$10.75 per month for each participating employee.

ARTICLE 9—UNIFORMS AND EQUIPMENT

1. The purpose of the uniform and equipment cleaning and replacement allowance is to provide for purchase, replacement and cleaning of uniforms and equipment.
2. Uniform Allowances:
 - a. All sworn classifications shall receive a uniform cleaning and replacement allowance which shall be paid twice annually in equal installments on the first pay periods of March and September. All FBPA represented sworn personnel shall receive a \$1,200 per year uniform allowance.
 - b. Non-sworn employees who are required to wear a uniform (i.e., Community Service Officers and Police Recruits), shall receive a uniform cleaning and replacement allowance of \$1,000 per year paid twice annually in equal installments on the first pay periods of March and September
 - c. Non-sworn employees (other than Community Service Officers and Police Recruits), required to wear a uniform, shall receive \$300 per year paid twice annually in equal installments on the first pay periods of March and September
 - d. Employees on extended leave for personal or medical reasons for periods of one month or more shall receive reduced uniform allowances commensurate with their absence from active duty.
 - e. A new employee shall receive a prorated amount from the first day of the month following his/her hire date and a six-month advance for purchase of initial uniform and/or equipment.

3. Vests: The City agrees to provide each sworn employee with a protective vest of such quality as approved by Federal standards. The Chief of Police shall consider the employee's individual preference in terms of vest style, fit, size, and quality when ordering a replacement vest. Vests shall be replaced as necessary considering wear, safety and certification of the vest, but in all cases within manufacturer's guidelines, and no City provided vest shall be issued and/or worn upon expiration of certification. This section shall not be construed as to require the purchase and replacement of existing vests assigned to current personnel. The vest shall remain the property of the City. Upon termination of employment with the City, the employee may purchase the vest assigned to him/her at a prorated cost based upon the original cost of the vest and the remaining months of usable service (based upon five (5) years of usable service). Any officer who requests a vest shall be required to wear it while on duty as a uniformed patrol officer.
4. Damaged Uniform/Equipment Replacement: Upon approval of the City Manager or his/her designee, and in accordance with the provisions of California Government Code Section 53240 and Appendix C of this MOU, employees shall be paid the cost of replacing or repairing clothing or prosthesis or other personal property, or articles of clothing or property necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty without fault of the employee, or stolen from City facilities. If items are damaged beyond repair, the actual replacement value of such shall be paid. The value of such items shall be determined as of the time of damage thereto. No claims shall be authorized for repair or replacement of items of personal property used on City business unless they have a value greater than Forty Dollars (\$40.00). In any case, reimbursement for replacement or repair shall be limited to \$150 per item and an aggregate maximum of \$400 per incident. This provision shall not apply to items lost due to negligence by the employee.
5. Equipment Purchase Loan Plan: All employees represented by this agreement shall have the option of entering into equipment purchasing loan plan with the City, which may be utilized to assist the employee to purchase equipment that may be used, both on and off duty, to improve the employee's job performance. This plan has the following limitations.
 - a. The loan total shall not exceed Three Thousand Dollars (\$3000).
 - b. Employee cannot add to an existing loan without the recommendation and expressed permission of the Chief of Police.
 - c. Employee agrees to pay an interest rate equal to the Local Agency Investment Fund (LAIF) rate paid to the City plus one-quarter percent (.25%), as of the date of the loan.
 - d. Loans shall be repaid via payroll deductions. Loans of less than \$1000 shall be paid back in 26 equal installments. Loans between \$1000 and \$2000 shall be paid back in 52 equal installments. Loans between \$2000 and \$3000 shall be paid back in 78 equal installments. Upon separation, if employee has not paid the entire balance due by the time his or her final paycheck is issued, the City will deduct the balance of the loan from the final paycheck.

- e. The employee shall provide documentation such as an invoice or receipt to serve as proof of purchase prior to issuance of the loan.
- f. Employee shall sign a payroll deduction authorization form for the amount calculated by the Finance Department.
- g. Employee shall receive approval prior to the purchase of any equipment for which this program is anticipated.

ARTICLE 10—WORK SCHEDULES

- 1. A work period for sworn employees covered under this Agreement shall consist of an eighty (80) hour duty shift assignment during a fourteen (14) day work period.
- 2. The work period shall be from 0001 hours Sunday to 2400 hours Saturday of each calendar week. The pay period shall consist of two consecutive seven-day work periods.
- 3. The actual duty shift assignments shall be one of the following plans:
 - a. 5-8 Plan: Five eight-hour work days followed by two consecutive days off during each seven-day work period.
 - b. 9 Plan: Four nine-hour work days and one eight-hour work day with two consecutive days off during first work period, followed by four nine-hour work days with three consecutive days off during second work period. This could be interchangeable with days off; however, the total pay period would only amount to eighty (80) hours during each fourteen-day pay period.
 - c. 4-10 Plan: Four ten-hour work days followed by three consecutive days off during each seven-day work period.
 - d. 12 Plan: Alternating three- and four-day work weeks, with four and three consecutive days off respectively, not to exceed 80 hours per fourteen-day pay period.
- 4. Exceptions to Section 1 shall include the following:
 - a. The first (Sunday) of a new shift rotation period shall constitute a new work period, thus allowing the employee to work in excess of stated consecutive days as stated in Section 1.
 - b. When in conjunction with assigned training days, days off may be changed and/or split to allow the employee to attend a training session uninterrupted.
- 5. Employees in the position of Community Services Officer (CSO) are provided up to fifteen (15) minutes at the start of their shift to put on required OSHA approved gear and fifteen (15) minutes at the end of the shift to remove the same gear.

6. Scheduling is and shall remain a management prerogative. Nothing in the provisions of this or other Articles shall be construed so as to contravene that fact. The parties agree that the Chief of Police, with the City Manager's approval, has the discretion to determine work schedules.
7. Daily hours of work (or shifts) for employees of the Fort Bragg Police Department shall be assigned by the Chief of Police, as required in accordance with other provisions of this Agreement.
8. Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the Chief of Police, and such absences shall be noted on the employee's time sheet.
9. Rest and meal periods: All sworn employees are on call during the lunch and rest periods for emergency traffic.

ARTICLE 11—OVERTIME

1. For non-sworn employees covered by this Agreement, hours worked beyond eight (8) hours per day and/or forty (40) hours per week shall be calculated to the nearest half hour worked and shall be compensated at one and one-half (1.5) times the employee's hourly rate of pay.
2. For sworn employees covered by this Agreement, the City shall pay an amount equal to one and one-half (1.5) times the employee's regular hourly rate of pay for all hours worked in excess of their daily assigned work schedule, and/or all hours worked in excess of eighty (80) hours during the fourteen (14) day pay period. Any change of assignment or work days in violation of any applicable section of Article 10 of this Agreement, as revised, shall be compensated at overtime rate.
3. Overtime definition: Overtime is defined as a City-required act or time expenditure by an employee in excess of the employee's regularly scheduled work period. Overtime as defined above shall include, but not be limited to, any and all mandatory meetings, briefings, weapons qualifications, classes or courses, court appearance, travel and special assignments.
4. A sworn employee who must travel for City business for any reason shall be scheduled to travel on his/her normal work day and/or shift, whenever possible, and such travel on his/her normal work day and/or shift shall not constitute overtime (i.e., time and one-half rate) except if such travel time causes the employee to exceed eighty (80) hours in a normal fourteen (14) day work period. Entitlement to overtime compensation shall be in accordance with the Fair Labor Standards Act.
5. Overtime Work Approval: It is the policy of the City that overtime is to be discouraged, therefore overtime shall be approved in advance, when practicable. In case of emergency, however, or whenever public interest or necessity requires, the Chief of Police, or his/her designee, may require and authorize any employee to perform overtime work.

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6. Employees shall not receive overtime compensation while traveling to and from non-mandatory training as such travel time is not "hours worked."
 7. The work period, including hours of work, shall be established for each employee in writing. Employees shall not report to work more than fifteen (15) minutes prior to their established shift and shall not remain at their work station after the end of their established shift unless prior authorization is received from the Chief of Police or his/her designee. Employees who voluntarily report to work early, stay late, or "visit" at the Police Station during scheduled off-duty hours shall not receive overtime compensation for such hours, as such hours are not "hours worked."
 8. Callback Pay: Callback is when an employee is called back to work during scheduled off-duty hours. Call-outs shall be authorized at the sole discretion of the Chief of Police or his/her designee and shall apply only to those situations where an employee is requested to immediately report for at least two (2) hours of duty during a scheduled day off. Compensation for call-out will be two (2.0) times the hourly rate. An Officer or Sergeant who is the designated standby officer, will not be eligible for call-out pay at (2.0) times hourly rate. Employees will be compensated for call-outs starting at the time they are called for duty, so long as the employee is on active duty in no more than thirty (30) minutes after receiving the call-out, in order to take into account the time it takes to don the appropriate uniform and personal protective equipment..
 9. Call In Pay: Call In is when an employee is called in early to work, contiguous to his/her shift, and shall be paid at time and one-half (1.5) pay for the actual hours worked in addition to the contiguous start of the normal shift.
 10. Court Pay:
 - a. Employees who are called back to duty or subpoenaed to give testimony in court about events arising out of their employment on off-duty time, shall be compensated at the rate of time and one-half (1.5) the employee's regular rate of pay with a minimum compensation of two (2) hours.
 - b. Employees shall continue to receive the minimum compensation in instances wherein the employee is given less than 24-hour notice of cancellation of a scheduled court appearance, except:
 - 1) There shall be no compensation pay or guarantee in the event that such testimony is canceled, and the employee works any shift between the time of cancellation and the scheduled court appearance.
 - 2) There shall be no compensation pay or guarantee in the event that such testimony is scheduled contiguous to the employee's regular duty shift.
 - 3) There shall be no compensation or pay in the event an employee failed to call the Police Department Police Services Technician who handles court subpoenas twenty-four (24) hours prior to the scheduled court appearance.

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- c. The City shall reimburse all expenses incurred by an employee for court appearances outside the city limits of Fort Bragg.
11. Hold-Over Pay: Hold-over shall be paid at time and one-half (1.5) pay for the actual hours worked in addition to the contiguous end of the normal shift.

ARTICLE 12—JURY DUTY

Any employee summoned to serve on jury duty during an on-duty day shall be entitled to a leave of absence with full pay for such period of time as he/she may be required to attend the court in response to such summons. Proof of jury service shall be provided to the Human Resource Department for each pay period when jury duty pay is requested. The employee may retain such payment as may be allowed for travel, lodging, and meal expenses. The employee shall not be required to submit to the City compensation received from the Court for jury duty in order to receive full pay and expenses referenced above.

ARTICLE 13—FAMILY AND SICK LEAVE

1. Accrual: Sick leave will accrue at a rate of eight (8) hours per month beginning at commencement of employment and may be accrued with no maximum limit. A lateral new-hire shall be credited with 24 hours of sick leave as of date of hire.
2. Personal Use: Sick leave may be used as it is accrued, subject to approval by the Chief of Police during the first ninety days of employment.
3. Family Care Use: Accrued sick leave may be used for care of the current spouse/domestic partner, children, siblings and parents (be they natural, adoptive, step or foster of the employee or their current spouse/domestic partner), grandparent or grandchild. An employee who is a victim of domestic violence, sexual assault, or stalking may use a maximum of twenty-four (24) hours of sick leave per calendar year to tend to any related issues, including leave and court appearances.
4. Documentation: Employee Absence forms must be filed in all cases and a physician's certification may be required at the discretion of the Chief of Police or City Manager for absences of three (3) consecutive days or more.
5. Compensation on Separation: Upon separation after two or more years of service an employee shall be paid for thirty (30) percent of unused, accrued sick leave up to a maximum accrual of one thousand (1,000) hours, provided such compensation is not applicable if an employee is discharged for cause. (This provision is not applicable where sick leave is otherwise converted for other credit.)
6. Conversion: Sick leave accrued in excess of eight hundred (800) hours may be converted to vacation on the basis of three (3) hours of vacation time for each ten (10) hours of sick leave accrued and converted. Employees who have accrued sick leave in excess of one thousand (1,000) hours may convert, one time annually, up to twenty-five (25) percent of the hours in excess of one thousand (1,000) to vacation time without loss of remaining sick leave balance,

provided, in both instances, that such conversion is not applicable if an employee is discharged for cause. Conversions may be made once each year in the month of December.

7. Transfer: An employee may transfer accrued sick leave to another employee in cases of emergency subject to review and approval by the Chief of Police and/or the City Manager on a case-by-case basis and in compliance with the Personnel Rules and Regulations.
8. Family and Medical Leave: As provided for in the Federal Family and Medical Leave Act of 1993, as amended, the California Family Rights Act and the Personnel Rules and Regulations.

ARTICLE 14—INDUSTRIAL INJURY LEAVE

The City agrees to comply with all State and Federal statutes, regulations and rulings with respect to compensation of employees who suffer industrial injury or illness.

ARTICLE 15—BEREAVEMENT LEAVE

The City shall grant a leave of absence with pay for up to three (3) days when a member of the employee's or employee's spouse or domestic partner's immediate family dies. "Immediate family" means parent, current spouse or domestic partner, child, stepchild, grandparent, grandchild, brother, sister, step-siblings, current mother-in-law or current father-in-law, current son-in-law, daughter-in-law, sister-in-law or brother-in-law. The City, in its discretion, may require some proof that a death in the family has occurred. Bereavement leave is available only within seven (7) days of the death or funeral, unless the employee has made arrangements with the City regarding its use at a later date. In the event of long distance travel requirements, the Chief of Police may approve a total of five (5) total working days leave.

ARTICLE 16—OTHER TYPES OF LEAVE

1. Leave of Absence without Pay: Leave of absence without pay shall be as provided in Personnel Rules and Regulations.
2. Military Leave: Military Leave shall be as provided in Personnel Rules and Regulations.
3. Special Administrative Leave: Special Administrative Leave may be granted to personnel of the Fort Bragg Police Department upon the recommendation of the Chief of Police and approval of the City Manager in the event that such personnel have been involved in a homicide, serious act, or other action that would require such personnel to be absent from duty pending an investigation by the Police Department or an outside agency. This special leave shall not cause any loss of compensation or any other benefit.

A psychological counseling program for personnel involved in events as described above has been approved and made available through the City's Employee Assistance Program.

ARTICLE 17—VACATION

1. Accrual: All full time probationary and regular employees shall accrue vacation as follows:

88 hours annually for	1 to 3 years of service (i.e. 0-36 months)
160 hours annually for	4 to 9 years of service (i.e. 37-120 months)
200 hours annually for	10 years of service and longer (i.e. more than 120 months).

2. Accumulation: Vacation time can be accrued to a maximum of 240 hours except that an employee with ten (10) years or more (i.e. more than 120 months) of City service may accumulate up to a maximum of 320 hours.
3. In addition to the above, 40 hours of vacation shall be accrued by each represented employee at the start of their 16th year of employment (i.e. at the 181st month).
4. Vacation purpose: In order to work efficiently and be satisfied in his/her position with the City, it is essential that employees take reasonable vacation time in order to remain mentally refreshed and alert in the performance of their duties.
5. Use of vacation: Vacation leave may be taken as it accrues. The date of vacation may be selected by the employee on a seniority basis within each classification, but shall be approved by the Chief of Police, who shall consider the wishes of the employee and the needs of the Department.
6. Other Provisions: See Personnel Rules and Regulations.

ARTICLE 18—COMPENSATORY TIME OFF

2. Employees may choose to accumulate overtime earned in a Compensatory Time Off bank. Compensatory Time Off may be accumulated to a maximum of one hundred twenty one hundred and sixty (160) hours (Employees may designate, on an annual basis, up to 80 hours of their accrued compensatory time to be paid off in the month of June. This designation must be submitted to the city by December 31 of the year prior to the payoff).
3. Each December 31, the City shall pay off all accumulated compensatory time to each employee at the current salary rate and each employee cannot accrue any additional compensatory time until after December 31, of the same year.

ARTICLE 19—RETIREMENT PLAN

1. The City offers the following Public Employees' Retirement System (PERS) plans:
 - a. Local Classic Miscellaneous Employees' Plan defined as the "Miscellaneous 2% at 55" Plan.
 - b. Local Non-Classic Miscellaneous Employees' Plan defined as the "Miscellaneous 2% at 62" Plan.
 - c. Local Classic Safety Employees' Plan defined as the "Local Safety 2% at 50" Plan.

- d. Local Non-Classic Safety Employees' Plan defined as the "Local Safety 2.7% at 57" Plan.

The Classic Safety Plan is modified to include Social Security benefits to be integrated with PERS benefits. Effective October 15, 1985, the Classic Miscellaneous Retirement Plan was converted to Full PERS Benefits plus Social Security.

2. Effective, January 1, 2013, sworn and non-sworn employees shall pay their full member share of the CalPERS contributions, as follows:
 - a. For Miscellaneous Non-Classic Employees: Fifty (50) percent of the normal cost.
 - b. For Safety Non-Classic Employees: Fifty (50) percent of the normal cost.
 - c. For Miscellaneous Classic Employees: 7% of reportable compensation.
 - d. For Safety Classic Employees: 9% of reportable compensation.

Effective July 1, 2018, in addition to paying the 7.0% or 9.0% member contribution, classic employees covered by this Section shall pay, through payroll deduction, an additional 1.0% of reportable compensation towards the City's costs, for a total contribution of 8.0% (miscellaneous) or 10.0% (safety) of reportable compensation toward pension benefits, as permitted by Cal. Gov. Code Section 20516.

ARTICLE 20—PROBATIONARY PERIOD

1. The initial probationary period for all employees of the Fort Bragg Police Department, regardless of classification, shall be eighteen (18) months from the date of employment.
2. The probationary period for all reinstated employees shall be as defined in Section 9 of the Personnel Rules and Regulations.
3. The probationary period for all employees reclassified shall be as defined in Section 3 of the Personnel Rules and Regulations.
4. The probationary period for all employees promoted to a higher classification shall be as defined in Section 5.2.2 of the Personnel Rules and Regulations.
5. The probationary period for sworn lateral new-hires shall be twelve (12) months. Merit increase schedule is not affected by this provision.

ARTICLE 21—TRAVEL REIMBURSEMENT

Employees shall be reimbursed for expenses incurred while on assignment outside the Mendocino County area as delineated in this section. All travel expenses shall be authorized in advance by the Police Chief.

1. Lodging: Lodging shall be reimbursed at actual cost substantiated by a receipt. Reimbursement for lodging and/or meal costs shall be limited to the following:

- a. Lodging costs shall include local taxes, but exclude tips, porter's fees, telephone, room service, movies, valet, etc.
 - b. Receipts are required for all lodging costs.
 - c. Vouchers received without lodging receipts shall be returned to the traveler. In the event a lodging receipt is lost, it is the employee's responsibility to obtain a duplicate.
2. No receipts, other than lodging, shall be required unless specifically required by POST.
3. Meals: Meals shall be reimbursed at the following per diem rates and subject to the conditions in Section 4:

Breakfast:	\$10.00
Lunch:	\$15.00
Dinner:	\$25.00

Employees shall be eligible to claim breakfast subsistence pay if they are in travel status as of 6:00 a.m. Employees shall be eligible to claim lunch subsistence pay if they are in travel status between the hours of 11:00 a.m. and 2:00 p.m. Employees shall be eligible to claim dinner subsistence pay if they are in travel status as of 6:00 p.m.

4. Meals Provided During Travel:

0 to 3 Hours.....	None
3 to 6 Hours.....	One
6 to 10 Hours.....	Two
10+ Hours.....	Three

For each meal claimed under this Section, the employee shall be reimbursed the amount currently paid at the rate listed above related to the pertinent time of day. All travel requests will include function description.

5. Private Vehicle: The City shall reimburse employees of this unit for use of their private vehicles on City business at the rate allowed by the Internal Revenue Service. Prior to the use of their private vehicle, employees must provide the City with a Certificate of Insurance on the form provided by the City which evidences that the employee has Comprehensive Automobile Liability Insurance or Business Automobile Liability Insurance in an amount equal to or greater than the current requirements established by REMIF.
6. Rental Cars: Size of rental cars must be justified if larger than compact. When using a rental vehicle, the employee must keep log of daily mileage and pay for any mileage charge when car is used for personal business.
7. First Class Travel: First class travel cannot be used, unless the additional cost is paid by the employee.

8. Telephone: Long distance telephone calls charged must specify the number and name of agency called.
9. Tickets: Copy of tickets used for travel must always be furnished with claim.

ARTICLE 22—EMPLOYEE PERSONNEL FILE

1. In the event that a written reprimand is placed in an employee's personnel file, the reprimand shall be purged from the file thirty-six (36) months after the date of the reprimand.
2. In the event that an employee is suspended or compensation is reduced for four days or less, and a notice of such discipline is placed in the employee's personnel file, the notice and all accompanying and related documents shall be purged from the file sixty (60) months from the ending date of the suspension. However, suspensions of more than four (4) days, reduction in rank or other discipline with the financial equivalent thereof, shall not be purged.
3. Written commendable incident memoranda and letters of commendation from the public placed in an employee's personnel file shall not be purged.
4. Any comment adverse to an employee's interest that is placed into his/her personnel file, or any other file used for personnel purposes, shall be in strict adherence to the provisions of Government Code Section 3300 et seq., which is hereby incorporated into this Agreement by reference.

ARTICLE 23—GRIEVANCE PROCEDURE

1. A grievance may be filed by the FBPA on its own behalf, by the FBPA on behalf of any member of the Bargaining Unit, and/or by any member of the Bargaining Unit on their own behalf, for any violation of any section of the Memorandum of Understanding, and/or any violation of any General Order, Management Memorandum, or any other Departmental Rule, Regulation, or Policy.
2. The grievance procedure shall be pursuant to Personnel Rules and Regulations.

ARTICLE 24—DISCIPLINE

1. Basis for Discipline: The tenure of every employee holding a regular, non-probationary appointment in the classified service shall be conditioned upon good behavior and fit and efficient service. Any employee may be disciplined; including discharged, suspended or reduced in rank or compensation for good cause, pursuant to the Personnel Rules and Regulations.
2. Employee discipline shall be administered pursuant to the Personnel Rules and Regulations.

3. Investigative Procedures: Any investigation of a complaint of misconduct, or for any other reason, against any employee represented by the FBPA, shall be in strict adherence to the provisions of Government Code Section 3300 et seq., which is hereby incorporated into this Agreement by reference.

ARTICLE 25—HOLIDAYS

The City agrees to pay full-time regular sworn and non-sworn employees represented by the FBPA who are required to regularly work on holidays noted in Section 4, below, ninety-six (96) holiday hours per year at one and one-half (1.5) times the employee's hourly rate and shall include supplemental pay, which may apply to the specific officer including: Field Training Officer Pay; Bilingual Pay; Officer in Charge Pay; Motor Officer Pay; Detective Pay and Working Out of Class Pay.

1. Holiday Pay shall be paid in two (2) equal installments, separate from any other salary payment, during the first pay period in June and December.
2. Full-time probationary employees shall be paid for holidays on a prorated basis based upon eight (8) holiday hours per full month worked.
3. Part-time employees shall be paid for holidays on a prorated basis based upon the number of hours worked.
4. Specified holidays for all non-sworn, full-time probationary and regular employees are as follows:
 - a. New Year's Day
 - b. Martin Luther King Jr. Birthday
 - c. President's Day
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Indigenous People's Day
 - h. Veteran's Day
 - i. Thanksgiving Day
 - j. Day After Thanksgiving
 - k. Day before Christmas
 - l. Christmas
 - m. Every day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving.

ARTICLE 26—PAYROLL DEDUCTIONS

The City will make available a payroll deduction system for employee contributions to financial institutions of employee's choice and for payment of FBPA dues.

ARTICLE 27 – ASSISTANCE WITH BALLOT MEASURE

The Association agrees to proactively support the City's Ballot Measure in future elections in the following manner:

1. Advocate and Support the City Council's approved ballot measure through public outreach efforts by offering information, expertise, and insights on the specific needs and benefits related to Public Safety costs and the need for future tax increases. This includes but not limited to social media channels, articles/op-eds in local newspaper and any other appropriate means of offering support.
2. Participate in community engagement activities, including public forums and town hall meetings, to discuss the positive impact of the proposed tax increase on Public Safety and community services.
3. Collaborate with the City to address public inquiries and provide clear, consistent information about the benefits of the General Sales Tax Increase.
4. Adhere to all legal and ethical standards in their informational activities related to the Ballot Measure.

ARTICLE 28 – PART-TIME SEASONAL AND TEMPORARY EMPLOYEES

1. Part-time, seasonal and temporary employees are employed on an at-will basis and may be terminated at any time with or without cause and without right of appeal. All part time, seasonal and temporary employees shall be compensated on a straight hourly basis for the actual number of hours worked. The rate of pay shall be determined by the City Manager within the salary rate then in effect, specified for the position occupied by the employee.
2. No seasonal or temporary employee shall be eligible for participation in any benefit program established by the City, except as required by state and/or federal law. Part-time employees who do not work for the City on a temporary basis and who work more than twenty-one (21) hours on average per week shall be entitled to the same benefits enjoyed by regular full-time employees based upon a proration of average hours worked. EXAMPLE: An employee who works an average of thirty (30) hours per week shall receive holiday compensation in an amount equal to three (3) quarters of the benefit provided to full-time employees. Holiday, vacation, sick leave, city payment of health premiums and other similar benefits shall be prorated on this same basis.

ARTICLE 29—DEFERRED COMPENSATION PLANS

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

ARTICLE 28—SIGNATURE CLAUSE

FOR THE CITY OF FORT BRAGG:

DATE: 8/29/2024

Signed by:
Isaac Whippy
50E8C1A52F474B7
Isaac Whippy CITY MANAGER

DATE: 8/26/2024

DocuSigned by:
Baron J Bettenhausen
5B8D1F8925C04D1...
Baron J Bettenhausen, CITY ATTORNEY

ATTEST:

DocuSigned by:
Diana Sanchez
383A7A996E154B2...
Diana Sanchez, CMC
CITY CLERK

FOR THE FORT BRAGG POLICE
ASSOCIATION, INC.:

DATE: 8/27/2024

Signed by:
Jarod Frank
3002B9B50C1D43B...
Jarod Frank PRESIDENT

DATE: 8/27/2024

Signed by:
Padraic Ferris
9DBCC76AD1A0406...
Padraic Ferris VICE PRESIDENT

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024
FBPA Ord 672 for 2024

				Step 1	Step 2	Step 3	Step 4	Step 5
Community Services Officer (FBPA)								
Hourly				23.63	24.81	26.05	27.35	28.72
Bi-Weekly				1,890.30	1,984.80	2,084.00	2,188.00	2,297.60
Monthly				4,095.66	4,300.40	4,515.33	4,740.67	4,978.13
Annual				49,147.90	51,604.80	54,184.00	56,888.00	59,737.60
Police Sergeant Intermediate POST (FBPA)								
Hourly				44.65	46.88	49.22	51.68	54.26
Bi-Weekly				3,571.78	3,750.40	3,937.60	4,134.40	4,340.80
Monthly				7,738.85	8,125.87	8,531.47	8,957.87	9,405.07
Annual				92,866.18	97,510.40	102,377.60	107,494.40	112,860.80
Police Sergeant Intermediate POST - Acting (FBPA, Temporary)								
Hourly				44.65	46.88	49.22	51.68	54.26
Bi-Weekly				3,571.78	3,750.40	3,937.60	4,134.40	4,340.80
Monthly				7,738.85	8,125.87	8,531.47	8,957.87	9,405.07
Annual				92,866.18	97,510.40	102,377.60	107,494.40	112,860.80
Police Sergeant Advance POST (FBPA)								
Hourly				47.21	49.57	52.05	54.65	57.38
Bi-Weekly				3,776.45	3,965.60	4,164.00	4,372.00	4,590.40
Monthly				8,182.30	8,592.13	9,022.00	9,472.67	9,945.87
Annual				98,187.65	103,105.60	108,264.00	113,672.00	119,350.40
Police Officer Basic POST (FBPA)								
Hourly				34.76	36.49	38.31	40.23	42.24
Bi-Weekly				2,780.54	2,919.20	3,064.80	3,218.40	3,379.20
Monthly				6,024.51	6,324.93	6,640.40	6,973.20	7,321.60
Annual				72,294.14	75,899.20	79,684.80	83,678.40	87,859.20
Police Officer Intermediate POST (FBPA)								
Hourly				36.49	38.32	40.24	42.25	44.36
Bi-Weekly				2,919.49	3,065.60	3,219.20	3,380.00	3,548.80
Monthly				6,325.56	6,642.13	6,974.93	7,323.33	7,689.07
Annual				75,906.69	79,705.60	83,699.20	87,880.00	92,268.80
Police Officer Advance POST (FBPA)								
Hourly				38.28	40.20	42.21	44.32	46.54
Bi-Weekly				3,062.59	3,216.00	3,376.80	3,545.60	3,723.20
Monthly				6,635.62	6,968.00	7,316.40	7,682.13	8,066.93
Annual				79,627.39	83,616.00	87,796.80	92,185.60	96,803.20
Police Recruit (FBPA)								
Hourly				29.87				

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024
 FBPA Ord 672 for 2024

				Step 1	Step 2	Step 3	Step 4	Step 5
Special Investigator Basic POST (FBPA)								
Hourly				36.49	38.32	40.24	42.25	44.36
Bi-Weekly				2,919.49	3,065.60	3,219.20	3,380.00	3,548.80
Monthly				6,325.56	6,642.13	6,974.93	7,323.33	7,689.07
Annual				75,906.69	79,705.60	83,699.20	87,880.00	92,268.80

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024
 FBPA Ord 672 for 2024

				Step 1	Step 2	Step 3	Step 4	Step 5
Special Investigator Intermediate POST (FBPA)								
Hourly				38.31	40.23	42.24	44.35	46.57
Bi-Weekly				3,065.09	3,218.40	3,379.20	3,548.00	3,725.60
Monthly				6,641.02	6,973.20	7,321.60	7,687.33	8,072.13
Annual				79,692.29	83,678.40	87,859.20	92,248.00	96,865.60
Special Investigator Advanced POST (FBPA)								
Hourly				40.21	42.22	44.33	46.55	48.88
Bi-Weekly				3,216.51	3,377.60	3,546.40	3,724.00	3,910.40
Monthly				6,969.11	7,318.13	7,683.87	8,068.67	8,472.53
Annual				83,629.31	87,817.60	92,206.40	96,824.00	101,670.40

APPENDIX B—INITIATIVE MEASURE D, ORDINANCE 672

Section 1: Purpose.

The public health, safety, and welfare of the residents of said City of Fort Bragg demand competent, qualified, trained, and experienced police officers and employees of its Police Department. This goal can only be reached and maintained in the future by maintaining compensation, salaries, and benefits competitive with other law enforcement agencies within the County of Mendocino of the State of California.

Section 2: Salary.

Beginning the first day of the month following the effective date of this ordinance, and the first day of January of each succeeding January thereafter, the City Council of said City of Fort Bragg shall determine the then existing monthly salaries of each classification of like or comparable grades or ranks (including experience, education, and training) of the Police Department of the City of Willits and the City of Ukiah of said County of Mendocino, State of California, and of the Sheriff's Department of said County of Mendocino, State of California. The average of the salaries for each of the comparable grades or ranks (including experience, education, and training) of the members of the Police Department of the said City of Willits, the Police Department of the said City of Ukiah, and the Sheriff's Department of the said County of Mendocino shall be the minimum salaries payable by the said City of Fort Bragg to the members and employees of its Police Department of the same or comparable grades or ranks (including experience, education and training) as so adjusted on the first day of the month following the effective date of this ordinance, and the first day of January of each succeeding January thereafter.

Section 3: Benefits and Additional Compensation.

Except as provided in immediately preceding Section 2 hereof, all other benefits and additional compensation provided or payable by said, City of Fort Bragg to or for the members and employees of its Police Department shall be no less than those set forth in Resolution No. 1296-85 ("A Resolution Of The City Council Of The City Of Fort Bragg Adopting The Compensation Plan For Fort Bragg Police Employees") as passed and adopted at a regular meeting of the City Council of the City of Fort Bragg January 14, 1985.

APPENDIX C—LOST, STOLEN OR DAMAGED PERSONAL PROPERTY

I. PURPOSE

The purpose of this Appendix is to further define the policy and procedure for the reimbursement of costs for lost, stolen or damaged personal property (i.e.: watches, glasses, rings, etc.) as set forth in Section 700.3 of the Fort Bragg Police Department Policy Manual, as revised.

The personal property which will be reimbursed will include:

- | | |
|--------------------|-------------------------------|
| Cap | Chemical Agent |
| Cap piece | Hand Gun |
| Pants | Baton |
| Necktie | Flashlight |
| Jacket(s) | Whistle |
| Belts | Watch |
| Smooth toe shoes | Glasses (sun or prescription) |
| Boots | Duty Rifle |
| Rings | Duty Bag |
| Rain Gear | |
| Departmental Badge | |
| Duty Belt | |
| Ammunition Cases | |
| Handcuff Cases | |
| Handcuffs | |
| Holster | |
| Baton Ring | |
| Shirt | |

II. OBJECTIVE

It will be the policy of the City to reimburse at actual cost, any articles of personal property that are lost, stolen or damaged when it occurs in the line of duty.

III. ORGANIZATIONS AFFECTED

Police Department

IV. PROCEDURES

1. For reimbursement of lost, stolen or damaged personal property, a form shall be completed stating the day, time and circumstances that the incident occurred.
2. Attached to the form shall be a receipt (for the replacement item or the original purchase receipt) supporting the request for reimbursement.
3. The form shall be signed by the person filing for reimbursement, the supervisor on duty at the time the incident occurred and the City Manager.

ARTICLE 9—UNIFORMS AND EQUIPMENT

1. The purpose of the uniform and equipment cleaning and replacement allowance is to provide for purchase, replacement and cleaning of uniforms and equipment.
2. Uniform Allowances:
 - a. All sworn classifications shall receive a uniform cleaning and replacement allowance which shall be paid twice annually in equal installments on the first pay ~~periods~~ day of March and September. All FBPA represented sworn personnel shall receive a \$1,200 per year uniform allowance.
 - b. Non-sworn employees who are required to wear a uniform (i.e., Community Service Officers and Police Recruits), shall receive a uniform cleaning and replacement allowance of \$1,000 per year paid twice annually in equal installments on the first pay ~~periods~~ day of March and September
 - c. Non-sworn employees (other than Community Service Officers and Police Recruits), required to wear a uniform, shall receive \$300 per year paid twice annually in equal installments on the first pay periods of March and September
 - d. Employees on extended leave for personal or medical reasons for periods of one month or more shall receive reduced uniform allowances commensurate with their absence from active duty.
 - e. A new employee shall receive a prorated amount from the first day of the month following his/her hire date and a six-month advance for purchase of initial uniform and/or equipment.
 - e-f. Uniform allowances shall be paid separate from any other salary payment
3. Vests: The City agrees to provide each sworn employee with a protective vest of such quality as approved by Federal standards. The Chief of Police shall consider the employee's individual preference in terms of vest style, fit, size, and quality when ordering a replacement vest. Vests shall be replaced as necessary considering wear, safety and certification of the vest, but in all cases within manufacturer's guidelines, and no City provided vest shall be issued and/or worn upon expiration of certification. This section shall not be construed as to require the purchase and replacement of existing vests assigned to current personnel. The vest shall remain the property of the City.

Upon termination of employment with the City, the employee may purchase the vest assigned to him/her at a prorated cost based upon the original cost of the vest and the remaining months of usable service (based upon five (5) years of usable service). Any officer who requests a vest shall be required to wear it while on duty as a uniformed patrol officer.

4. Damaged Uniform/Equipment Replacement: Upon approval of the City Manager or his/her designee, and in accordance with the provisions of California Government Code Section 53240 and Appendix C of this MOU, employees shall be paid the cost of replacing or repairing clothing or prosthesis or other personal property, or articles of clothing or property necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty without fault of the employee, or stolen from City facilities. If items are damaged beyond repair, the actual replacement value of such shall be paid. The value of such items shall be determined as of the time of damage thereto. No claims shall be authorized for repair or replacement of items of personal property used on City business unless they have a value greater than Forty Dollars (\$40.00). In any case, reimbursement for replacement or repair shall be limited to \$150 per item and an aggregate maximum of \$400 per incident. This provision shall not apply to items lost due to negligence by the employee.
5. Equipment Purchase Loan Plan: All employees represented by this agreement shall have the option of entering into equipment purchasing loan plan with the City, which may be utilized to assist the employee to purchase equipment that may be used, both on and off duty, to improve the employee's job performance. This plan has the following limitations.
 - a. The loan total shall not exceed Three Thousand Dollars (\$3000).
 - b. Employee cannot add to an existing loan without the recommendation and expressed permission of the Chief of Police.
 - c. Employee agrees to pay an interest rate equal to the Local Agency Investment Fund (LAIF) rate paid to the City plus one-quarter percent (.25%), as of the date of the loan.
 - d. Loans shall be repaid via payroll deductions. Loans of less than \$1000 shall be paid back in 26 equal installments. Loans between \$1000 and \$2000 shall be paid back in 52 equal installments. Loans between \$2000 and \$3000 shall be paid back in 78 equal installments. Upon separation, if employee has not paid the entire balance due by the time his or her final paycheck is issued, the City will deduct the balance of the loan from the final paycheck.

- e. The employee shall provide documentation such as an invoice or receipt to serve as proof of purchase prior to issuance of the loan.
- f. Employee shall sign a payroll deduction authorization form for the amount calculated by the Finance Department.
- g. Employee shall receive approval prior to the purchase of any equipment for which this program is anticipated.

ARTICLE 25—HOLIDAYS

The City agrees to pay full-time regular sworn and non-sworn employees represented by the FBPA who are required to regularly work on holidays noted in Section 4, below, ninety-six (96) holiday hours per year at one and one-half (1.5) times the employee's hourly rate and shall include supplemental pay, which may apply to the specific officer including: Field Training Officer Pay; Bilingual Pay; Officer in Charge Pay; Motor Officer Pay; Detective Pay and Working Out of Class Pay.

1. Holiday Pay shall be paid in two (2) equal installments, separate from any other salary payment, during the first pay ~~period~~ day in June and December.
2. Full-time probationary employees shall be paid for holidays on a prorated basis based upon eight (8) holiday hours per full month worked.
3. Part-time employees shall be paid for holidays on a prorated basis based upon the number of hours worked.
4. Specified holidays for all non-sworn, full-time probationary and regular employees are as follows:
 - a. New Year's Day
 - b. Martin Luther King Jr. Birthday
 - c. President's Day
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Indigenous People's Day
 - h. Veteran's Day
 - i. Thanksgiving Day
 - j. Day After Thanksgiving
 - k. Day before Christmas
 - l. Christmas
 - m. Every day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving.

**SIDE LETTER TO AMEND ARTICLE 25-HOLIDAYS OF THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
FORT BRAGG AND THE FORT BRAGG POLICE ASSOCIATION
EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2028**

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CITY OF FORT BRAGG

FORT BRAGG POLICE ASSOCIATION

By: _____ Date: _____
Isaac Whippy, CITY MANAGER

By: _____ Date: _____
Jarod Frank, PRESIDENT

By: _____ Date: _____
Baron J Bettenhausen, CITY ATTORNEY

By: _____ Date: _____
Padraic Ferris, VICE PRESIDENT

By: _____ Date: _____
Amber Weaver, ACTING CITY CLERK

By: _____ Date: _____
Rory Beak, SECRETARY

By: _____ Date: _____
Antoinette Moore, TREASURER

By: _____ Date: _____
Anthony Welter, MEMBER AT LARGE

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By: _____ Date: _____
Antoinette Moore, TREASURER

By: _____ Date: _____
Anthony Welter, MEMBER AT LARGE



City of Fort Bragg

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

Text File

File Number: 25-39

Agenda Date: 2/24/2025

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5C.

Approve Request for Proposals For Comprehensive Cost Of Service Analysis and Fee Study for CV Starr



CITY OF FORT BRAGG

REQUEST FOR PROPOSALS FOR COMPREHENSIVE COST OF SERVICE ANALYSIS AND FEE STUDY

The City of Fort Bragg is seeking proposals from qualified professional consulting services interested in contracting with the City of Fort Bragg to conduct a cost-of-service analysis and fee study for the CV Starr Community Center.

The City will select one firm, based on demonstrated competence and cost-effective approach to design, conduct and assist in the implementation of a CV Starr cost-of-service analysis and fee study.

AGENCY DESCRIPTION

The City of Fort Bragg is a general law City, with a five-member City Council and operates under the Council-Manager form of government. The Council appoints the City Manager, who appoints other City Officials and is charged with overseeing the City's daily operations.

The City provides a wide range of services to its residents including public protection through the Police Department, the construction and maintenance of streets and infrastructure, water service, community development, financial management and administrative services. Special Districts and Joint Powers Authorities (JPAs) under the jurisdiction of the City provide emergency services, fire protection, wastewater treatment, and redevelopment services throughout the City. On February 11, 2024, the City of Fort Bragg adopted by resolution the CV Starr Community Center, thus the Center became a City owned and operated Facility.

The City of Fort Bragg is located approximately 165 miles north of San Francisco and 188 miles west of Sacramento. The city occupies 2.7 square miles, 1/3 is zoned industrial, consisting primarily of property owned and operated by Georgia Pacific Corporation. Fort Bragg is the largest city on the scenic Mendocino coast. The mild climate and picturesque coastline makes the City a popular tourist and recreational area.

The City employs approximately 105 employees, consisting of 39 part-time and 66 regular full-time employees. During the busy tourist season, the City traditionally hires temporary / seasonal employees for parking enforcement, lifeguarding and to help maintain city streets and parks.

PROJECT BACKGROUND

Development of the C.V Starr Community Center

In 1978, using Park Bond Act monies, Mendocino Parks & Recreation District (MCRPD) obtained a five-acre parcel known as Green Memorial Field in central Fort Bragg, and in 2006, began construction of its new facility at this location. The C.V. Starr Foundation provided more than \$20 million dollars in funding support for the facility, and in August of 2009, the C. V. Starr Community Center and Sigrid and Harry Spath Aquatic Facility opened to the Public. It is home to two pools, fitness and dance rooms, multi-purpose rooms, and business offices.

2009-2011 Financial Challenges threatened the Operation of the Center

In 2011, the District faced insolvency when its debt obligations and operating expenses far exceeded its revenue sources. During the period 2006-2011, the District spent all of its reserve funds, borrowed \$2.3 million to refinance the regional park/golf course property and project costs, and borrowed and spent future property tax revenues. During this period, The District looked at various options for increasing revenues, including forming a Community Facilities District (CFD) or implementing a parcel tax. In October 2011, the District Board authorized the closure of the C.V. Starr Center to address its critical financial situation immediately.

2011-2012 The City of Fort Bragg and the MCRPD Negotiated a Plan & Agreement to provide for the continued operation of the CV Starr Center

In October 2011, the Fort Bragg City Council discussed and authorized the strategy of placing a half-cent sales tax measure before the voters to provide a dedicated revenue stream for operation, maintenance, and capital improvements at the C.V. Starr Community Center.

November 2011 Memorandum of Agreement between the City of Fort Bragg and MCRPD for the Proposed CV Starr Community Center Special Sales Tax measure

In November 2011, the City Council of Fort Bragg and the Mendocino Coast Recreation and Park District's Board of Directors approved an agreement to the terms and conditions of financing the operation of the Starr Community Center through the Special Sales Tax Measure. The key provisions of this agreement included the following requirements.

Transfer of Ownership of the CVSCC to the City of Fort Bragg
Property Tax-Sharing Agreement
Operating Agreement

March 2012 – Sales Tax Measure Approved; Operating & Tax Sharing Agreements Implemented

In March 2012, the passage of Measure A, the C.V. Starr Center Operation and Maintenance was fully funded by the half-cent sales tax. The C.V. Starr Center is owned by the City of Fort Bragg and operated by the MCRPD in accordance with an Operating Agreement between the two entities. The C. V. Starr Director, an MCRPD employee who reports directly to the MCRPD Board, is responsible for the day-to-day administration of the C. V. Starr Center, and the MCRPD Board is responsible for key policy decisions. The Fort Bragg City Council adopts the annual operating Budget for the Center and establishes the fee schedule. Together with the MCRPD, the City is responsible for ensuring that the Center operates in a fiscally sustainable manner.

The City of Fort Bragg took the title of the C.V. Starr Community Center on May 14, 2012, to ensure that the facility remains accessible to residents and visitors of Fort Bragg and the Mendocino coast- an action consistent with the previous Council's goal of promoting healthy lifestyles through active recreational facilities.

2020-21 COVID-19 & Impacts on the Center Operations

The pandemic caused the Starr Center to cease operations on March 19, 2020. All employees but a few essential employees were laid off. During this time management of the Starr Center began to work closely with the City of Fort Bragg. The financial future of the Starr Center became concerning. On July 19, 2021, the C.V. Starr Center was able to reopen but with a few less key employees. In the coming year it became very apparent that the cost of day-to-day operations had significantly risen, in some cases more than doubled. With the rising costs also came the need for many much-needed capital improvements. This unfortunately caused another financial issue. In 2012 the facility was generally new. Measure A generates approximately 1.2 million per year. The Property Tax Revenue generates approximately \$275,000 per year. These two revenues together cannot sustain the daily operational cost

of the C.V. Starr Community Center, leaving no funds left to put into reserve for the increasingly large list of capital improvements needed on the now aging facility.

Taking all of this into consideration, the Centers District Manager began to work with the City of Fort Bragg to take over the finances of the Starr Center. This allowed the City to take a closer look at the needs of the facility and its future financial sustainability.

August 2023 – MCRPD gave formal notice to the City of Fort Bragg to terminate the CV Starr Operating Agreement

On August 2, 2023, at a Special meeting of the MCRPD, the Board voted unanimously to terminate the operating agreement of the C.V. Starr Community Center and provided the City of Fort Bragg notice to start the process of dissolving the operating agreement immediately. The recently formed Ad-Hoc Committee and City Staff immediately began to formulate plans to take over the operations of the Center, with full absorption on February 12, 2024. These plans include an in-depth review to identify strategies and an operational model that would improve the overall cost-effectiveness, efficiency, and success of the Center—moreover, evaluating the financial feasibility of estimated costs to the City of Fort Bragg and the impacts on current City departments.

The C.V. Starr is an Enterprise fund in which services provided are financed and operated similarly to a private business. The fee schedule for these services is established to ensure that revenues are adequate to meet all necessary expenditures.

The City reviews and updates the City's Fees, consistent with the goal of ensuring, with only a few exceptions, that fees for City services are sufficient to fully recover the cost of providing those services. A comprehensive study of the C V Starr Community Center's fee schedule has never been done. In January 2023 the CV Starr Staff began working with the City's finance team to begin taking a closer look and a more in-depth approach of analyzing the time each activity described in the fee schedule took to complete. Staff researched and discussed why the historical context of changing fees on an annual basis has never been done. During these discussions, it was realized that the current C.V. Starr fee schedule reflects the same rates that were charged in 2012. On October 23, 2023, an updated fee schedule for the Starr Center was presented to the City Council. At that meeting a resolution was passed to adopt the newly updated fee schedule. The fee schedule went into effect on January 1, 2024. At that meeting it was suggested that the C.V. Starr Center undergo a comprehensive cost of service analysis and fee study.

GOALS AND OBJECTIVES

As part of the comprehensive cost of service analysis and fee study, the City would like to update existing fee schedule for the C.V. Starr Community Center, to reflect the incurred cost of its services. The consultant will analyze the Center's existing practices and come up with a tiered fee schedule which will create an equitable approach for its members and users of the Center.

SCOPE OF WORK

The consultant shall conduct a comprehensive review of the C.V. Starr Center fee and rate structure for its programs, facility admissions, memberships, independent contractor user rates and facility rental/use with the goal of establishing a consistent and objectively based fee and rate structure meeting the needs of the City of Fort Bragg and its residents. The fee and rate system shall comply with all applicable laws and regulations and will be compatible with the City's financial system.

Project tasks shall include, but are not necessarily limited to the following:

1. Comprehensive Review of Fees and Cost Allocation Plan
 - a. The consultant will research and conduct interviews with staff as needed to gain an understanding of the C.V. Starr Community Center's current processes and operations.
 - b. The consultant will identify the total costs of services for which fees are currently charged. Costs should be identified so that they can be allocated to and tracked by the appropriate department/division.
 - c. For each fee, the consultant will include an analysis of current cost recovery levels.
 - d. The consultant will indicate those fees for which full costs are not being recovered (or where fee waivers are being provided) and a comparison of those waivers to industry standards and those employed by comparable agencies.
 - e. The consultant will conduct a comparative survey of other relevant agencies, focusing on recreation agency fees and their methods used to set fees.
 - f. Based on this analysis, the consultant shall recommend appropriate fees and appropriate subsidies for when cost recovery is unrealistic, impractical, or conflicting with service delivery.
 - g. The consultant shall prepare a report that summarizes this information: the actual cost for each fee and recommended targeted cost recovery.
 - i. The report shall identify direct costs, indirect cost, and overhead cost for services.
 - ii. The report shall identify the present fees, recommended fees, percentage change, and revenue impact and fee comparison with other comparable agencies.
 - h. The Consultant shall develop a proposed master fee schedule that shall encompass a five-year period of time with yearly step increases to be consistent with the cost of services, thus keeping up with inflation - Five Year Master Fee Schedule.
 - i. The consultant shall work with staff and present findings at appropriate public meetings.
 - j. (e.g. Finance Committee, City Council).
2. Final Report

The consultant will provide The City of Fort Bragg with:

 - a. A plan/report and presentation that will be presented to the City of Fort Bragg City Council.
 - b. A user-friendly spreadsheet or model for the City of Fort Bragg to use in future years, to allow for adjustments to fees based on changing needs. The format should:
 - be easily used and maintained by staff.
 - allow for analysis and tracking of fee changes into the future.
 - allow for easy publication to the public
 - allow for additions, revisions, or removal of direct and overhead costs so that the full cost allocation plan can be easily adapted to a range of activities.
 - allow for updates to the fee schedule from year to year and as the organization

- changes.
 - allow for the addition of hypothetical service areas, future service amendments.
 - the ability to calculate the estimated costs of providing new services.
- c. A report on including possible changes to fee structure and development of a fee policy and/or recommendations of approach including setting policy-based cost recovery levels.
- d. A report on other matters that come to the consultant's attention during the evaluation.

All review and analysis of fees and costs should be framed with an understanding that the City of Fort Bragg is committed to ensuring equitable and inclusive access. Consultant proposals are encouraged to propose additional deliverables and/or study questions to fully address the equity element of this study.

If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal along with itemized costs.

CITY OF FORT BRAGG RESPONSIBILITIES

In their proposal, the Consultant shall define information, services and expertise needs from the C.V. Starr Community Center for the implementation of this project. Proposals may wish to include recommendations on which tasks and/or roles would best be performed by Center staff, and those where consultant support would be most effective.

OTHER REQUIREMENTS

1. Executive Summary: An overview of the proposal, a summary of the consultant's scope of services and approach. This item can include a description of the consultant's background, location, and experience providing similar services for public agencies, as well as a list of assigned staff and their professional summaries assigned to the project, including the lead consultant.
2. Cost summary: Provide a fixed, not to exceed price with an itemized cost proposal based on the tasks outlined in the above scope of services included with the proposal. Work items to be performed by subcontract shall be noted and any proposed mark-up of sub-consultant costs shall be identified. A schedule of hourly labor rates and material rates shall also be provided. Any known or anticipated adjustments to billing rates shall be disclosed to the City of Fort Bragg in the proposal.
3. Schedule: A project schedule shall be included in the consultant's proposal. The consultant shall work with the understanding that the analysis and recommendations are intended to be incorporated into the 2026 Master Fee Schedule. The purpose of the schedule is to describe the anticipated duration of the tasks and milestones identified in the proposed scope of work, along with necessary meeting dates with key C.V. Starr Center staff.
4. References: Proposals shall include a brief summary of at least three recent reference projects that best demonstrate the consultant team's relevant experience. Project summary shall provide sufficient information for The City of Fort Bragg to evaluate the specific contributions individual project team members had in completing deliverable items associated with a referenced project. A sample of a deliverable item shall be provided to the City of Fort Bragg upon request.
5. Work product format: Draft and final deliverable work products shall be provided to the City of Fort Bragg in electronic files containing all text, exhibits, data, calculations and referenced documents supporting conclusions.
6. Other format requirements: All text, exhibits and supporting data shall be submitted in a form that is editable by the City of Fort Bragg. Microsoft Word format shall be included with all text submittals. The proposal shall include consultant's proposed graphics and other software to be used to complete the project.

7. Ownership of work: All work products prepared by consultant shall become the property of The City of Fort Bragg. There shall be no restrictions on The City of Fort Bragg's use, distribution or modification of work products.
8. Acceptance of terms and conditions: The proposal shall include a statement of Consultant's willingness to accept the terms and conditions of the City of Fort Bragg's standard Contract for Services, a copy of which is attached as Attachment A. Prospective consultants shall review the Contract for Services, note any items to which it takes exception provide alternate proposed wording and show levels of insurance coverage in each category and return the marked-up copy with the proposal.
9. Conflict of Interest: Throughout the term of any agreement resulting from the RFP, Consultant will not accept any employment or engage in any work which creates a conflict of interest with the City of Fort Bragg or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP.

PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send a complete digital proposal, collated into one PDF document, five (5) printed copies of the completed proposals and cost bid so that it is received by the City no later than **2:00 p.m. on April 8, 2025**, to:
City of Fort Bragg
Attention: Diana Paoli, City Clerk
416 North Franklin Street
Fort Bragg, CA 95437
dpaoli@fortbragg.com
2. Format: Printed proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper with removable bindings, bound in a single document and organized in sections following the order specified under contents.
3. Contents: Proposal shall contain the following information:
 - A. Firm Description
Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.
 - B. Relevant Experience
Describe relevant experience, including a list of all agencies your firm has completed similar projects for in the last five years.
 - C. Key Personnel Qualifications
Identify key personnel who would work on the project as assigned, their respective roles, and a synopsis of relevant experience. When responding, please address the following questions:
 1. How long has the present management team been in place? Provide resumes with background information on the lead staff members who would be assigned to this study project.
 2. Have you ever withdrawn from implementation of a study prior to completion of the project? If so, why?
 3. Provide a description of how your firm will staff the project; outline the tasks/responsibilities of staff members and approximate allocation of each respective staff member associated with the study.

D. References

List of public agencies or clients for whom similar work has been performed, with the name, title, and phone number of a contact person. The City may request a copy of a similar report prepared previously by the firm for another agency.

E. Scope of Work

Provide an explanation of tasks associated with the project, including how you propose to complete each task.

F. Study Design and Approach Work Plan

A detailed work plan and schedule is required for this project. The Consultant Work Plan must include, but not be limited to the following:

1. The City's responsibilities
2. Consultant responsibilities
3. Project milestones
4. Target dates
5. Critical decision points
6. Project evaluation
7. Other resource needs
8. Any assumptions or constraints identified by the consultant

G. Budget and Schedule of Charges

Provide a "Not to Exceed" amount and a list of Personnel Rates, Equipment Charges, Travel Reimbursement Costs, and other fees. The proposal must contain a detailed line-item budget showing the total cost of proposed services for each component listed in Item E (Scope of Work) by phase and a total for the project.

Fee schedules and other proposed costs included with the submitted Proposal shall remain effective for 90 days beyond the submitted date. Proposals without the required cost information will not be considered.

H. Work Schedule

Provide a time schedule for completion of work.

I. Insurance

The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, their agents, representatives, employees or subcontracts as set forth in Section 5.0 of Exhibit A which is attached hereto and incorporated by reference herein. Any requests for reduction in the insurance amount shall be included in the proposal. The consultant shall bear all costs associated with the required insurance.

L. Consultant Agreement

The City's standard Professional Services Agreement is attached as Exhibit A. Please identify if your firm would have any issues with the provisions of the City's standard consulting services agreement. All requests for amendments to language in the agreement **must** be included in the proposal.

EVALUATION CRITERIA

Proposals will be evaluated on the basis of the following criteria:

- Capabilities and resources of the firm.
- Qualifications and experience of key individuals.
- Experience of the firm.
- Schedule for completion of work.
- Cost of services.

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the course of the selection process.

Proposals will be reviewed and evaluated by the City ad hoc Committee and a recommendation for award of contract will be presented to the Fort Bragg City Council.

OTHER CONSIDERATIONS

The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award a contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services.

The City of Fort Bragg reserves the right to negotiate with any qualified respondents or to cancel, in part or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

RFP SCHEDULE

RFP Release	February 25, 2025
Deadline for Written Questions	March 14, 2025
Proposals Due (2:00 p.m.)	April 8, 2025
Interviews	TBD
Selection	May 8, 2025

QUESTIONS

Questions should be directed to:

Moneque Wooden
 C.V. Starr Community Center
 300 S. Lincoln St
 Fort Bragg, CA 95437
 Email: mwooden@fortbragg.com

ATTACHMENTS

Exhibit A – City’s standard Professional Services Agreement

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, ___ [date, date & year] (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and _____, a [state] [type of corporation] [address] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and **[Delete if not design professional and renumber paragraphs]**

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

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

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

[Delete whichever Paragraph E doesn’t apply]

E. WHEREAS, the City Manager is authorized by Fort Bragg Municipal Code Section 3.20.040 to negotiate contracts in an amount not to exceed \$25,000.

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

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

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

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this

Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

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

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

2.0. COMPENSATION, BILLING AND PREVAILING WAGES

2.1. Compensation. Consultant's total compensation shall not exceed _____ Dollars (\$ _____ .00).

[Delete whichever paragraph 2.1 does not apply.]

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed _____ Dollars (\$ _____ .00).

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

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

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient

times for a period of three (3) years from the date of final payment.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by _____, 20____. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on _____, 20____, [3 months after Completion Date in 3.1] unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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

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

5.0. INSURANCE

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

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

property damage.

- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be [REDACTED]. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates [REDACTED] as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Tel: [REDACTED]

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.

If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

If Consultant is a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 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.

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

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

CITY

CONSULTANT

By: _____

Isaac Whippy

Its: City Manager

By: _____

Its: _____

ATTEST:

By: _____

Diana 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



City of Fort Bragg

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

Text File

File Number: 25-16

Agenda Date: 2/24/2025

Version: 1

Status: Business

In Control: City Council

File Type: Scope of Work

Agenda Number: 5D.

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



CITY OF FORT BRAGG
**REQUEST FOR PROPOSALS FOR CONSULTANT SERVICES TO PROVIDE A
UTILITY RATE STUDY FOR THE CITY OF FORT BRAGG AND FORT BRAGG
MUNICIPAL IMPROVEMENT DISTRICT NO. 1**

The City of Fort Bragg (City) is requesting proposals from qualified consultants to prepare a water, and wastewater rate analysis and provide alternative recommendations for modifications to the current fee structure.

BACKGROUND

The City of Fort Bragg operates and maintains a water collection, treatment, and distribution system, which provides water services to approximately 2,900 residential and commercial units. The Fort Bragg Municipal Improvement District No. 1 similarly manages a wastewater collection and treatment system, catering to a comparable number of customers. Both the water and wastewater enterprise funds operate in a manner similar to private businesses, with the costs of delivering continuous water services primarily financed or recovered through user charges.

PROJECT OBJECTIVES

The primary objective of the rate study is to evaluate whether a reasonable relationship exists between the current costs of providing services and the fees charged to customers. This analysis will also consider compliance with the requirements outlined in Proposition 218. Currently, the water and wastewater rate structures are based on recommendations from studies conducted by NBS in 2013. Since then, these rates have been increased incrementally, with the most recent adjustment occurring in the fiscal year 2019/20.

SCOPE OF WORK

This contract would consist of the following tasks:

1. **Review Rates and Develop Recommendations:** Conduct a thorough review of existing water and wastewater rates and funds, and develop alternative, legally compliant rate structures that cover all costs for at least 10 years.
2. **Project Schedule:** Provide a completion schedule with identifiable deliverables, including preliminary and final reports.
3. **Meetings and Presentations:** Meet with City staff and attend public meetings/work sessions with the City Council, including an initial kick-off meeting.
4. **Rate Structure Alternatives:** Propose rate structure alternatives that comply with California regulations and industry practices, considering the City's billing system capabilities. Alternatives should include options for rate increases, variable rate systems, wastewater rates based on

residential usage, and rate structure alternatives consideration of mass-based fees for wastewater rates.

5. **Consumer Education:** Include information to help educate the public on the chosen rate structure plan and the reasons for any rate increases.
6. **Draft Reports:** Provide an administrative draft report for City staff review and a draft report for presentation to the City Council.
7. **Council Presentations:** Present the draft report at a Council meeting.
8. **Final Reports:** Prepare an administrative final report for City staff review and a final draft report for presentation to the City Council.
9. **Final Presentation:** Present the final report at a Council meeting.
10. **Submission:** Submit an electronic copy of the final report and all necessary background documents.

PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposers should send a complete digital proposal, collated into one PDF document, and 3 printed copies of the completed proposals and cost bid so that it is received by the City no later than [date], to:

City of Fort Bragg
Attention: Amber Weaver, Acting City Clerk
416 N Franklin St.
Fort Bragg, CA 95437
aweaver@fortbragg.com

Email subject lines should read "Proposal for Utility Rate Study - [Consultant's Name]."

2. **Format:** The printed proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper with removable bindings, bound in a single document, and organized in sections following the order specified under contents.
3. **Contents:** The proposal shall contain the following information:
 - A. **Firm Description**
Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.
 - B. **Relevant Experience**
Describe relevant experience conducting utility rate studies for other public agencies.
 - C. **Key Personnel Qualifications**
Identify key personnel who would work on the project as assigned, their respective roles, and a synopsis of relevant experience.
 - D. **References**
List of public agencies or clients for whom similar work has been performed, with the name, title, and phone number of a contact person. The City may request a copy of a similar report prepared previously by the firm for another agency.
 - E. **Scope of Work**
Provide an explanation of tasks associated with the project, including how you propose to complete each task.
 - F. **Budget and Schedule of Charges**
Provide a "Not to Exceed" amount and a list of Personnel Rates, Travel Reimbursement Costs, and Job Descriptions for Personnel. Work Schedule

Provide a schedule for completion of work.

G. Insurance

The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Section 5.0 of Exhibit A which is attached hereto and incorporated by reference herein. Any requests for reduction in the insurance amount shall be included in the proposal. The cost of such insurance shall be included in the consultant's proposal.

H. Consultant Agreement

The City's standard consultant services agreement is attached as Exhibit A. Please identify if your firm would have any issues with the provisions of the City's standard consulting services agreement. All requests for amendments to language in the agreement must be included in the proposal.

EVALUATION CRITERIA

Proposals will be evaluated on the basis of the following criteria:

- Capabilities and resources of the firm.
- Qualifications and experience of key individuals.
- Schedule for completion of work.
- References from other agencies.

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the course of the selection process.

Proposals will be reviewed and evaluated by the City of Fort Bragg and a recommendation for award of contract will be presented to the Fort Bragg City Council.

OTHER CONSIDERATIONS

The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services. The City of Fort Bragg reserves the right to negotiate with any qualified source or to cancel, in part or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

QUESTIONS

Questions should be directed to:

Merilyn Tiriboyi
Assistant Finance Director
City of Fort Bragg, Finance
416 N Franklin St.
Fort Bragg, CA 95437

(707) 961-2825 ext. 123
mtiriboyi@fortbragg.com

ATTACHMENTS

Exhibit "A" - City's Standard Professional Services Agreement

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of _____, ___ [date, date & year] (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and _____, a [state] [type of corporation] [address] (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it is a “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and **[Delete if not design professional and renumber paragraphs]**

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

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

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

[Delete whichever Paragraph E doesn’t apply]

E. WHEREAS, the City Manager is authorized by Fort Bragg Municipal Code Section 3.20.040 to negotiate contracts in an amount not to exceed \$25,000.

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

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

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

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this

Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

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

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

2.0. COMPENSATION, BILLING AND PREVAILING WAGES

2.1. Compensation. Consultant's total compensation shall not exceed _____ Dollars (\$ _____ .00).

[Delete whichever paragraph 2.1 does not apply.]

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed _____ Dollars (\$ _____ .00).

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

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

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient

times for a period of three (3) years from the date of final payment.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by _____, 20____. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on _____, 20____, [3 months after Completion Date in 3.1] unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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

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

5.0. INSURANCE

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

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

property damage.

- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be [REDACTED]. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant designates [REDACTED] as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Tel: [REDACTED]

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.

If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

If Consultant is a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 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.

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

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

CITY

CONSULTANT

By: _____

Isaac Whippy

Its: City Manager

By: _____

Its: _____

ATTEST:

By: _____

Diana 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



City of Fort Bragg

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

Text File

File Number: 25-32

Agenda Date: 2/24/2025

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Staff Report

Agenda Number: 5E.

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

RESOLUTION NO. _____-2025

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING A CONTRACT CHANGE ORDER WITH REDWOOD
ROOFERS FOR THE CITY HALL ROOF REPLACEMENT PROJECT,
CITY PROJECT NO. PWP-00139 AND AUTHORIZING THE CITY
MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED
\$130,732.00)**

WHEREAS, the City Hall Roof Replacement Project PWP-00139 was awarded to Redwood Roofers on May 28, 2024; and

WHEREAS, on October 7, 2024, a change order was issued in the amount of \$8,780.00 to incorporate an additional layer of Modified Bitumen (Mod Bit) on the roof bringing the total cost to 8.68% above the original contract amount (Contract Change Order dated May 14, 2024); and

WHEREAS, on October 28, 2024, a change order was issued to address vulnerabilities in the two chimneys associated with the City Hall Roof project in the amount of \$3,681.00 bringing the total cost to 11.33% above the original contract amount (Contract Change Order dated October 18, 2024); and

WHEREAS, on October 28, 2024, a change order was issued to address leaks and delamination in the Thermoplastic Polyolefin (TPO) City Hall gym roof in the amount of \$8,672.00 bringing the total cost to 20.88% above the original contract amount (Contract Change Order dated October 17, 2024); and

WHEREAS, on November 25, 2024, a change order was issued to address the deteriorated downspouts on the North and South sides of the City Hall Building In the amount of \$5,804.00 bringing the total cost to 26.25 % above the original contract amount (Contract Change Order dated November 21, 2024); and

WHEREAS, the City would like to approve a change order in the amount of \$2,621.00 for the replacement of two (2) deteriorated and undersized leaderhead boxes bringing the total cost to 29.22% above the original total contract amount (Contract Change Order dated October 29, 2024); and

WHEREAS, there are still sufficient funds budgeted in FY 24/25 account number 427-4878-0731 in association with the City Hall roof Replacement Project; and

WHEREAS, the contractor has been deemed qualified and responsible after bringing the project to substantial completion; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the contract change order dated October 29, 2024, with Redwood Roofers, Project PWP-00139, and authorize the City Manager to execute same (Total Contract Amount Not to Exceed \$130,732.00, Account 427-4878-0731).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and

passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 24th day of February 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

Jason Godeke
Mayor

ATTEST:

Amber Weaver
Acting City Clerk



REDWOOD ROOFERS

CONTRACTOR'S LICENSE NUMBER 957548

29 October 2024

Roofing Bid: City Of Fort Bragg
416 N. Franklin Street
Fort Bragg, Calif. 95437

Site Location: Same As Above

Work Description: City Hall Upper Roof Leaderheads

1. Remove existing two (2) galvanized leaderheads, existing downspouts to remain.
2. Installation of two (2) custom fabricated 304 stainless steel conductor heads with 3" oval outlet (to accommodate 3" round downspout).
3. Remove all debris created in the roofing process the county landfill.
4. Obtain a county building permit.

Cost of Labor & Materials: \$2,621.00

Payment: 10% or \$1,000 (whichever is less) will be due upon the signing of the contract. Half of total contract will be due upon the commencement of the work, and the balance will be due in full within 5 days from the completion of the work.

Payment Terms: Late fees past 30 days will be charged 1.5% per month. Customer shall pay all costs of collection, including without limitations, reasonable attorney's fees. In addition to any other right or remedy provided by law, if customer fails to pay for the services when due as listed above, Redwood Roofers has the option to treat such failure to pay as a materials breach of this Contract, and may cancel this Contract and/or seek legal remedies.

DISCLAIMERS

Any labor or materials not covered by this bid yet found to be necessary to perform the contracted work will be done on a time and materials basis, subject to the owner's approval. Bid does not include any structural or rot repairs; any necessary carpentry to be done on a T&M basis subject to owner's approval. Bid Includes removal of 1 layer of

▲

REDWOOD ROOFERS

CONTRACTOR'S LICENSE NUMBER 957548

roofing unless otherwise stated. If additional layers of roofing are found, they will be removed on a T&M basis. Bid does not include plywood unless otherwise stated, if plywood does not exist, it will be required and will be installed on a T&M basis. Bid does not include any skylights or necessary interior skylight work unless otherwise stated; a bid for interior finish carpentry can be provided upon request. Redwood Roofers shall not be held responsible for "popped nails" or plaster/siding damage resulting from any roofing work, dust, dirt or debris in attic, minor damage to shrubs, driveways, walkways or patios. The contract price has been calculated based on the current prices for materials as of the execution of this Agreement. The contractor agrees to use his best efforts to obtain the lowest possible prices from available material suppliers. In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent between the date of this contract and the date of installation. Redwood Roofers maintains, at all times, General Liability Insurance with a \$2,000,000.00 limit of liability and Workers Compensation Insurance. Upon Request, we shall furnish a certificate of insurance as proof of this coverage. Redwood roofers will arrange for the final roofing inspection. The smoke detector affidavit is the sole responsibility of the property owner. All work will be done to the uniform building code standards or better. All work will be done on a timely basis. The cost of this bid is current for 30 days.

WAIVER OF CONTRACTUAL RIGHT: THE FAILURE OF EITHER PARTY TO ENFORCE ANY PROVISION OF THIS CONTRACT SHALL NOT BE CONSTRUED AS A WAIVER OR LIMITATION OF THAT PARTY'S RIGHT TO SUBSEQUENTLY ENFORCE AND COMPEL STRICT COMPLIANCE WITH EVERY PROVISION OF THIS CONTRACT.

**BONDED AND FULLY INSURED
ESTABLISHED 1972**

I have read, understand, and agree to the terms of this bid:

Signature	(Print)	Date


Dakota Murray
General Manager



City of Fort Bragg

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

Text File

File Number: 25-33

Agenda Date: 2/24/2025

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5F.

Accept City Hall Roof Replacement Project as Complete and Direct City Clerk to File Notice of Completion

RECORDING REQUESTED BY:

City of Fort Bragg

AND WHEN RECORDED, RETURN TO:

City of Fort Bragg
416 North Franklin Street
Fort Bragg, California 95437
Attention: Amber Weaver, Acting City Clerk

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

NOTICE OF COMPLETION

1. The undersigned is the duly authorized agent of the owner, City of Fort Bragg.
2. The full name of the owner is City of Fort Bragg, a municipal corporation.
3. The nature of the interest of the owner is a fee interest.
4. This project was constructed in accordance with the Construction Agreement entitled **City Hall Roof Replacement Project, PWP-00139,** dated May 29, 2024.
5. The name of the contractor of the improvement work is Redwood Roofers, 17851 North Highway One, Fort Bragg, California 95437. The contract was awarded to this firm on May 28, 2024, pursuant to Resolution 4794-2024 by the Fort Bragg City Council.
6. The address of the owner is City of Fort Bragg, 416 North Franklin Street, Fort Bragg, California 95437.
7. On February 6, 2025, Carlos Hernandez, Engineering Technician performed a final inspection and recommends Council accept work as complete.

State of California)

County of Mendocino)

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

City Council Approval

CITY OF FORT BRAGG

(Date)

By: _____
Amber Weaver
Acting City Clerk

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

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

On _____, 2025, I served the attached document by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully prepaid, via Certified Mail, Return Receipt Requested, in the United States mail at Fort Bragg, California addressed as follows:

Executed on _____, 2025, at Fort Bragg, Mendocino County, California.

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

ATTEST:

Amber Weaver
Acting City Clerk



City of Fort Bragg

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

Text File

File Number: 25-27

Agenda Date: 2/24/2025

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5G.

Receive and File Minutes of the Public Works and Facilities Committee Meeting for November 14, 2024



City of Fort Bragg

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

Meeting Minutes Public Works and Facilities Committee

Thursday, November 14, 2024

4:00 PM

Town Hall, 363 N. Main Street

MEETING CALLED TO ORDER

Committee Member Lindy Peters called meeting to order at 4:00 PM

ROLL CALL

Committee Members Tess Albin-Smith and Lindy Peters present. City Staff; Public Works Director John Smith and Administrative Assistant Emily Reno present

1. APPROVAL OF MINUTES

A. [24-871](#) Approve Minutes of July 11, 2024

Committee members Peters and Albin-Smith approved minutes as presented

B. [24-1009](#) Approve Minutes of October 10, 2024

Committee members Peters and Albin-Smith approved minutes as presented

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Public comment was received from Andrew Jordan

3. CONDUCT OF BUSINESS

A. [24-1019](#) Director Oral Report on Departmental Activities and Project Updates

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

- Broadband Project - Design is complete, funding is awarded, and purchase of data hut approved.
- Projects for Facilities-Town Hall bathrooms and windows design at 90%. Police Department design is complete for fingerprinting station and is looking for funding.
- Fire Station Rehabilitation Project- Looking for funding match with CDBG.
- Fire Station Roof Replacement- Project complete.
- City Hall Roof Replacement- Project complete.
- Wastewater Treatment Plant Projects- Sodium hypochlorite generators, dryer building rehab, and bio solids storage building.
- EV Fleet Charging Stations- Bid out for solicitation.
- Facilities Solar Project - Working on design including police department roof replacement.

Design expected to be complete in January 2025 and construction in April 2025.

- Guest House Repointing Brick Project- Looking for contractor.
- Cultural Center Paint Project- Building is painted and gutters added.
- Veteran's Hall- Emergency operations center. Working with Mendocino County for a three year lease. Received a quote for roofing repair.
- CV Starr Resiliency Center- Looking for grant funding.
- Micro Grid Solar- Application denied by PG&E. We expect to reapply in the near future.
- Bainbridge Park- Working on design and request for quotes out for welcome sign replacement.
- 2025 Streets Project- Working on design.
- CV Starr Skylight Replacement- Bids opened. We received one unresponsive bid.
- CV Starr HVAC System- Bid out for solicitation. We expect construction in 2025.
- CV Starr Transformer Upgrade.
- Fleet Update- Purchasing more vehicles including one more EV police vehicle.
- Oneka Desal Buoy Project- Environmental document expected to circulate in next 30-45 days.
- Water Treatment Plant Rehabilitation Project- Working on control building and water tank.
- Noyo River Intake Pump- Needs to be repaired.
- Raw Water Line Project- Will pick back up in dry season.
- Reservoirs Project- Engineering and environmental services under contract.
- Water Distribution System Master Plan- Is 80% complete.
- Water Meter Project- In progress.
- Recycled Water Feasibility Study- Awarded \$500,000 grant. Proposals due tomorrow.
- Wastewater Collection System Assessment.
- Biosolids Feasibility Study.
- Stormwater Trash Capture Devices- Applying for grant funding. Request for proposals out for solicitation.
- CleanCal Art & Recycle Project- Grant funding for 50 trash cans with local art provided by Fort Bragg middle and high school students. Trash cans have been delivered.
- Guest House Landscaping.

No Public Comment was received on this item.

Discussion: Committee member Peters inquired more about the Oneka Desal project, Veteran's hall project, tree planting, and potholes on S. Harrison St. Committee member Albin-Smith inquired about tree planting, CV Starr funding, and complete streets on Maple St. Director Smith provided more details regarding projects and locations for trees.

4. MATTERS FROM COMMITTEE / STAFF

None.

ADJOURNMENT

Committee Member Lindy Peters adjourned the meeting at 4:44 PM



City of Fort Bragg

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

Text File

File Number: 25-28

Agenda Date: 2/24/2025

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Committee Minutes

Agenda Number: 5H.

Receive and File Minutes of the Public Works and Facilities Committee Meeting for January 09, 2025



City of Fort Bragg

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

Meeting Minutes Public Works and Facilities Committee

Thursday, January 9, 2025

4:00 PM

Town Hall, 363 N. Main Street

MEETING CALLED TO ORDER

Committee Member Tess Albin-Smith called meeting to order at 4:00 PM

ROLL CALL

Committee Members Tess Albin-Smith present. City Staff; Public Works Director John Smith, Assistant Director Chantell O'Neal and Administrative Assistant Emily Reno present.

1. APPROVAL OF MINUTES

- A. [24-1069](#) Approve Minutes of November 14, 2024

Minutes were not approved, as Committee Member Lindy Peters was not present.

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Public comment was received from Jacob Patterson and Jay McMartin.

3. CONDUCT OF BUSINESS

- A. [24-1088](#) Review Sign Quotes for New Bainbridge Park Welcome Sign and Make Recommendation for Selection

Assistant Director O'Neal gave an overview of the sign solicitations requirements then presented all six designs and quotes received.

Committee Member Albin-Smith expressed preference for a local company.

Public comment was received from Harold Bainbridge III and Jacob Patterson.

Discussion: Committee Member Albin-Smith inquired about the budget for the sign, alternative work force for installation and placement of the sign. Assistant Director O'Neal provided details about the budget and placement of the sign, while Director Smith provided information on alternative workforce options in the area. Assistant Director O'Neal reported that positive feedback from the committee and the public has been gathered.

- B. [24-1070](#) Director Oral Report on Departmental Activities and Project Updates

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

- Broadband Project - Construction bid out for solicitation soon.
- Projects for Facilities-Town Hall remodel project bid out for solicitation soon. Police Department design is complete for fingerprinting station.
- Fire Station Rehabilitation Project- Looking for funding match with CDBG.
- Fire Station Roof Replacement- Project complete.
- City Hall Roof Replacement- Project complete.
- Wastewater Treatment Plant Projects- Sodium hypochlorite generators, dryer building rehab, and bio solids storage building.
- EV Fleet Charging Stations- Contract awarded.
- Facilities Solar Project -Construction activity expected in March 2025. Police Department roof replaced with project.
- Guest House Repointing Brick Project- Looking for contractor.
- Cultural Center Paint Project- Building is painted and gutters added. Working on heating and lighting.
- Veteran's Hall- Emergency operations center. Working with Mendocino County for a three year lease.
- CV Starr Resiliency Center- Looking for grant funding.
- Micro Grid Solar- Application denied by PG&E. We expect to reapply in the near future.
- Bainbridge Park- Working on design.
- 2025 Streets Project- Design at 90%.
- CV Starr Skylight Replacement- Award of contract will be on the next City Council agenda.
- CV Starr HVAC System- Contract awarded. We expect construction in 2025.
- CV Starr Transformer Upgrade.
- Fleet Update- Purchasing more vehicles including one more EV police vehicle.
- Oneka Desal Buoy Project.
- Water Treatment Plant Rehabilitation Project- Working on painting the water tank and reducing the shine.
- Raw Water Line Project- Will pick back up in dry season.
- Reservoirs Project- Engineering and environmental services under contract.
- Water Distribution System Master Plan.
- Recycled Water Feasibility Study- Awarded \$500,000 grant. Contract awarded.
- Wastewater Collection System Assessment.
- Stormwater Trash Capture Devices- Applying for grant funding. Contract awarded.
- CleanCal Art & Recycle Project- Trash cans have been delivered and working on installing cans.

No Public Comment was received on this item.

Discussion: Committee Member Albin-Smith inquired about the Micro grid solar project and Wiggly Giggly Playground. Director Smith provided details on the Mirco Grid Solar and Assistant Director O'Neal provided details on Wiggly Giggly Playground.

4. MATTERS FROM COMMITTEE / STAFF

None.

ADJOURNMENT

Committee Member Tess Albin-Smith adjourned the meeting at 5:00 PM



City of Fort Bragg

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

Text File

File Number: 25-9

Agenda Date: 2/24/2025

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Staff Report

Agenda Number: 7A.

Receive a Report, Conduct a Public Hearing, Receive Planning Commission's Recommendation, and Introduce, by Title Only, and Waive the First Reading of:

- a. Ordinance 1000-2025 to Amend Division 17 to the Fort Bragg Municipal Code and Adopt Chapter 17.42.175 "Tiny Homes, Model Park RVs & Mobile Homes", of Division 17 of The Fort Bragg Municipal Code, to Establish Regulations and Standards for Tiny Homes, Model Park RVs & Mobile Homes;
- b. Ordinance 1001-2025 to Amend Division 17 to the Fort Bragg Municipal Code and Repeal Chapter 17.42.110 "Mobile Home Parks" of Division 17 of the Fort Bragg Municipal Code and Replace it with Chapter 17.42.110 "Tiny Home Communities" to Establish Standards for Tiny Home Communities;
- c. Ordinance 1002-2025 to Amend Chapter 17.42.190- Restaurants of Division 17 of the Fort Bragg Municipal Code to Establish Regulations and Standards for Outdoor Dining; and
- d. Ordinance 1003-2025 to Amend 17.71.090 - Planned Unit Development Permit of Division 17 of the Fort Bragg Municipal Code to Allow Planned Unit Development Permits on Parcels of 1 Acre or More.

Statutory CEQA Exemption 15265



CITY COUNCIL STAFF REPORT

TO: Fort Bragg City Council **DATE:** February 24, 2025

DEPARTMENT: Community Development Department

PREPARED BY: Marie Jones, Marie Jones Consulting

PRESENTER: Marie Jones, Marie Jones Consulting

AGENDA TITLE: Receive a Report, Conduct a Public Hearing, Receive Planning Commission’s Recommendation, and Introduce, by Title Only, and Waive the First Reading of Ordinances Amending the Coastal Land Use and Development Code to Regulate Tiny Homes, Park Model RVs & Mobile Homes (Ordinance 1000-2025); Tiny Home Communities (Ordinance 1001-2025); Outdoor Dining (Ordinance 1002-2025); and Planned Unit Development Permits on Parcels of 1 Acre or More (Ordinance 1003-2025). Statutorily exempt under CEQA Guidelines 15265 Adoption of Coastal Plans and Programs.

RECOMMENDATION

- 1) Adopt:
 - a. An Ordinance (Zoning Amendment LCP 4-23) to Amend Division 17 to the Fort Bragg Municipal Code and Adopt Chapter 17.42.175 “Tiny Homes, Model Park RVs & Mobile Homes”, of Division 17 of The Fort Bragg Municipal Code, to Establish Regulations and Standards for Tiny Homes, Model Park RVs & Mobile Homes.
 - b. An Ordinance (Zoning Amendment LCP 5-23) to Amend Division 17 to the Fort Bragg Municipal Code and Repeal Chapter 17.42.110 “Mobile Home Parks” of Division 17 of the Fort Bragg Municipal Code and Replace it with Chapter 17.42.110 “Tiny Home Communities” to Establish Standards for Tiny Home Communities.
 - c. An Ordinance (Zoning Amendment LCP 3-23) to Amend Chapter 17.42.190– Restaurants of Division 17 of the Fort Bragg Municipal Code to Establish Regulations and Standards for Outdoor Dining.
 - d. An Ordinance (Zoning Amendment LCP 6-23) to Amend 17.71.090 - Planned Unit Development Permit of Division 17 of the Fort Bragg Municipal Code to Allow Planned Unit Development Permits on Parcels of 1 Acre or More.
-

BACKGROUND

In 2023 and 2024 the Planning Commission and City Council held hearings and approved the submittal of multiple Local Coastal Program Amendments to update the Coastal Land Use and Development Code to establish regulations and standards for:

AGENDA ITEM NO. XX

- Tiny Homes, Model Park RVs & Mobile Homes;
- Tiny Home Communities;
- Outdoor Dining; and
- Allow Planned Unit Development Permits on Parcels of 1 Acre or More.

The City submitted this to the Coastal Commission for comment and received comments back from the Coastal Commission on December 27, 2024, which have been incorporated into the attached four ordinances. The Coastal Commission has also requested that all amendment submittals be in the form of ordinances rather than as resolutions, so that they become final once the Coastal Commission approves them.

Marie Jones Consulting (MJC) has prepared four ordinances for City Council adoption for the Local Coastal Program submittal. The revised ordinances include the following changes in response to Coastal Commission staff comments (see purple text for changes in response to recommendation and questions by the Coastal Commission).

1. **Tiny Homes Ordinance.** The Coastal Commission staff recommended that the City retain the design and construction standards for Mobile Homes located outside of Mobile Home Parks. This has been added at item F to the ordinance (purple text).
2. **Tiny Home Communities Ordinance.** Coastal Commission staff asked for clarification about how Manufactured Home Communities would be regulated. MJC recommends that these be regulated as multifamily developments and that has been clarified in the draft ordinance under 2a. The Coastal Commission also asked that the new definitions for Manufactured Home, Park Model RV, Tiny Home and Tiny Home Community be added to the definitions section of the zoning ordinance (Section 4).
3. **Outdoor Dining.** Coastal Commission staff asked that a Coastal Development Permit (CDP) be required for any outdoor dining activity that constitutes development under the Coastal Act (B1). Coastal Commission staff expressed concern about how Outdoor Dining would be regulated for food trucks. This clarification is provided in B2.
4. **Planned Unit Development.** No comments received.

The Planning Commission held a public hearing on January 29, 2025 and adopted a resolution recommending that City Council adopt the ordinances as presented.

ENVIRONMENTAL ANALYSIS

The proposed amendment to the Coastal Land Use and Development Code is part of the City's Local Coastal Program and will be submitted to the California Coastal Commission for certification. Therefore, the proposed project is statutorily exempt from further environmental review under CEQA Guidelines 15265 Adoption of Coastal Plans and Programs.

STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

The consistency of the proposed ordinances have been analyzed as part of the ordinance adoption process, please see the links to relevant consistency analyses from 2024 staff reports.

1. Tiny Home Consistency Analysis - <https://cityfortbragg.legistar.com/View.ashx?M=F&ID=12830231&GUID=C2A55017-7412-454E-B54C-58AB0194EBF7>

2. Tiny Home Communities Consistency Analysis - <https://cityfortbragg.legistar.com/View.ashx?M=F&ID=12830236&GUID=7D94CC95-9008-48F5-A7B8-B048A1EA3F2B>
3. Outdoor Dining Consistency Analysis - <https://cityfortbragg.legistar.com/View.ashx?M=F&ID=12629923&GUID=1A51EB22-DFBC-4FCB-8A05-CBFAFFA2F24A>

IMPLEMENTATION/TIMEFRAMES

Changes to the Coastal Land Use Development Code are part of the Local Coastal Plan and require Coastal Commission certification and a separate review and approval process. For the CLUDC amendment the City is the applicant, and the Coastal Commission is the deciding body. Here is a brief timeline for how the amendments will move through the process:

Coastal LUDC Zoning Code Amendment	Potential Timeline
Planning Commission Public Hearing and Recommendation to City Council	Jan 2025
City Council – Public Hearing and Adoption of Resolution Transmitting Zoning Amendment to Coastal Commission	Feb 2025
Coastal Commission Certification	May 2025

ALTERNATIVES

Provide other direction.

ATTACHMENTS

- 1) Ordinance 1000-2025 (Zoning Amendment LCP 4-23) to amend Division 17 to the Fort Bragg Municipal Code and Adopt Chapter 17.42.175 “Tiny Homes, Model Park RVs & Mobile Homes”, of Division 17 of The Fort Bragg Municipal Code, to Establish Regulations and Standards for Tiny Homes, Model Park RVs & Mobile Homes.
- 2) Ordinance 1001-2025 (Zoning Amendment LCP 5-23) to amend Division 17 to the Fort Bragg Municipal Code and Repeal Chapter 17.42.110 “Mobile Home Parks” of Division 17 of the Fort Bragg Municipal Code and Replace it with Chapter 17.42.110 “Tiny Home Communities” to Establish Standards for Tiny Home Communities.
- 3) Ordinance 1002-2025 (Zoning Amendment LCP 3-23) to Amend Chapter 17.42.190– Restaurants of Division 17 of the Fort Bragg Municipal Code to Establish Regulations and Standards for Outdoor Dining.
- 4) Ordinance 1003-2025 (Zoning Amendment LCP 6-23) to Amend 17.71.090 - Planned Unit Development Permit of Division 17 of the Fort Bragg Municipal Code to Allow Planned Unit Development Permits on Parcels of 1 Acre or More.
- 5) Coastal Commission Staff Comment Letter
- 6) Notice of Public Hearing

NOTIFICATION

“Notify Me” Lists for Housing, Economic Development, Central Business District

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE AMENDING DIVISION 17 OF THE FORT BRAGG MUNICIPAL CODE (CLUDC AMENDMENT LCP 4-23) TO ADOPT CHAPTER 17.42.175 “TINY HOMES, MODEL PARK RVS & MOBILE HOMES”, OF DIVISION 17 OF THE FORT BRAGG MUNICIPAL CODE, TO ESTABLISH REGULATIONS AND STANDARDS FOR TINY HOMES, MODEL PARK RVS & MOBILE HOMES.

ORDINANCE NO. 1000-2025

WHEREAS, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the “City”) to enact local planning and land use regulations; and

WHEREAS the authority to adopt and enforce zoning regulations is an exercise of the City’s police power to protect the public health, safety, and welfare; and

WHEREAS the City of Fort Bragg (“City”) adopted a General Plan in 2002 which established policies for all lands within Fort Bragg city limits; and

WHEREAS, the City adopted a Coastal General Plan (“Coastal GP”) as the Land Use Plan portion of the Local Coastal Program on May 12, 2008 which established policies for all land within the Fort Bragg Coastal Zone; and

WHEREAS, in August 2008 the California Coastal Commission certified the City’s Local Coastal Program (LCP) which includes the Coastal GP as the Land Use Plan; and

WHEREAS, The City Council adopted Resolution 3162-2008 on May 12, 2008 adopting the Coastal General Plan; and

WHEREAS, the City adopted a Coastal Land Use and Development Code in 2008 as the implementing portion of the Local Coastal Program on May 12, 2008, which established all land use regulations for the Coastal Zone; and

WHEREAS, the Coastal General Plan includes policies to: (1) advance the orderly growth and development of the City’s Coastal Zone; (2) protect coastal resources; (3) incorporate sustainability into the development process so that Fort Bragg’s coastal resources and amenities are preserved for future generations; (4) respond to current environmental and infrastructure constraints; (5) protect the public health, safety and welfare; and (6) promote fiscally responsible development; and

WHEREAS, the availability of housing is a substantial concern for individuals of all demographics, ages, and economic backgrounds in communities throughout the State of California; and

WHEREAS the City desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

WHEREAS, in 2019, the City of Fort Bragg amended the Housing Element of the General Plan for conformance with State Housing Law. The 2019 Housing Element includes the following non-mandatory program regarding Tiny Homes. *Program H-1.3.5 Allow Tiny Homes as Second Units. Consider revising the zoning ordinance so that people can park mobile residences (residences built under the vehicle code) as a second unit, so long as the residence looks like a house (e.g., external siding that is compatible with the residential neighborhood, skirted if the wheels would otherwise be visible from the public right of way, etc.); and*

WHEREAS, The project is exempt from CEQA, as a zoning amendment to implement the provisions of Sections 65852.1 and Section 66411.7 of the Government Code is exempt from CEQA by those code sections; and

WHEREAS, the “activities and approvals by a local government necessary for the preparation and adoption of a local coastal program or long range development plan” pursuant to the California Coastal Act are statutorily exempt from compliance with CEQA, and this statutory exemption “shifts the burden of CEQA compliance from the local agency to the California Coastal Commission (CEQA Guidelines § 15265 (c)); and

WHEREAS, On April 22, 2022, the City Council adopted Ordinance 980 establishing a Tiny Home Ordinance for the ILUDC, and the ordinance was subsequently found to have some conflicts with State law; and

WHEREAS, on May 17, 2023, the Community Development Committee received a Tiny Home presentation from Marie Jones Consulting and discussed this item without providing recommendations regarding ordinance revisions; and

WHEREAS the Planning Commission held a duly noticed public hearing on March 27, 2024, to consider the zoning amendment, accept public testimony and provided direction to the consultant to revise the resolution and ordinance language; and

WHEREAS, the Planning Commission continued the Public Hearing to April 10, 2024, to review and consider the final resolutions and ordinance language; and

WHEREAS, the City Council held a duly noticed public hearing on May 13, 2024, to consider the Zoning Amendment, accept public testimony; and formally submit the draft language of the Ordinance to the Coastal Commission as an LCP Amendment; and

WHEREAS, the Coastal Commission staff reviewed the draft language and provided questions and comments which have been incorporated into this Ordinance; and

WHEREAS, the Coastal Commission staff requested that the City adopt the proposed language in ordinance form prior to bringing it forward to the Coastal Commission for consideration; and

WHEREAS, the Planning Commission held a duly noticed public hearing on January 29, 2025 to consider the zoning amendment, accept public testimony and

consider the final resolution and ordinance language, and

WHEREAS, the City Council has considered all public comments and a staff report dated February 24, 2025 regarding the proposed ordinance; the staff report is incorporated herein by reference and available for review at City Hall during normal business hours; and

WHEREAS, the proposed minor modification to the Coastal Land Use and Development Code is set forth in its entirety in Section 2 – Section 4 below; and

WHEREAS, the “activities and approvals by a local government necessary for the preparation and adoption of a local coastal program or long-range development plan” pursuant to the California Coastal Act are statutorily exempt from compliance with CEQA, and this statutory exemption “shifts the burden of CEQA compliance from the local agency to the California Coastal Commission (CEQA Guidelines § 15265 (c)).

NOW, THEREFORE, BE IT RESOLVED that the City of Fort Bragg City Council, based on the entirety of the record before it, which includes without limitation, CEQA, Public Resources Code §21000, et seq. and the CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg Inland General Plan; the Fort Bragg Inland Land Use and Development Code; the Project application; all reports and public testimony submitted as part of the City Council meeting of February 24, 2025 and City Council deliberations; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the Fort Bragg City Council does ordains as follows:

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

1. The foregoing recitals are true and correct and are made a part of this Ordinance.
2. On April 10, 2024, and January 27, 2024, the Planning Commission held properly noticed public hearings to consider recommending the proposed minor amendment to the Coastal Land Use and Development Code to the Fort Bragg City Council for adoption, and adopted a resolution in support of the City Council’s adoption of the minor amendment to the CLUDC pursuant to Gov. Code Section 65355.
3. On February 24, 2025, the City Council held a properly noticed public hearing to consider adoption of the minor amendment to the Coastal Land Use and Development Code.
4. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City and seeks to be consistent with recently adopted State Laws as codified in California Government Code sections 66310 through 66342; and
5. The proposed amendment is consistent with the General Plan and any applicable specific plan; and

The proposed amendment is consistent with the following applicable General Plan policies: Policy LU-10.2, Policy LU-10.4, Policy LU-10.6, Policy LU-5.7, Policy LU-10.1, Policy PF-1.2, Policy PF-2.1, Policy CD-1.1, CD-2.5, Program H-1.3.5, Program H-2.3.2, Policy H-1.6, Program H-3.2

6. The proposed amendment is in the public interest to permit alternative opportunities for housing, which will provide for better convenience and welfare for the residents of the City of Fort Bragg, as it will result in additional housing. The proposed amendment requires conformance with applicable building and vehicle

codes, which will ensure healthy and safe housing.

7. The proposed amendment is internally consistent with other applicable provisions of the Coastal Land Use Development Code, including its Chapters 17.42, 17.71, 17.100, and others; and the LCP Amendment is consistent with the California Coastal Act.
8. The project is exempt from CEQA, as a zoning amendment to implement the provisions of Sections 65852.1 and Section 66411.7 of the Government Code is exempt from CEQA by those code sections; and
9. Pursuant to Coastal Act Section 30510(a), the City of Fort Bragg will carry out the Local Coastal Program as amended in a manner fully in conformity with the California Coastal Act; and
10. The documents and other material constituting the record for these proceedings are located in the Community Development Department.
11. The amendments to the Local Coastal Program shall take effect automatically upon Coastal Commission approval and certification pursuant to Public Resources Code Section 30512, 30513, and 30519.

SECTION 2. Based on the foregoing, the City Council does hereby:

Amend Title 17.21.030(B) Table 2-1 Allowable Land Uses and Permit Requirements for Residential Zoning Districts:

TABLE 2-1 Allowed Land Uses and Permit Requirements for Residential Zoning Districts	P	Permitted Use, Zoning Clearance required					
	MUP	Minor Use Permit required (see Section 17.71.060)					
	UP	Use Permit required (see Section 17.71.060)					
	S	Permit requirement set by Specific Use Regulations					
	—	Use not allowed					
LAND USE (1)	PERMIT REQUIRED BY DISTRICT						Specific Use Regulations
	RR	RS	RL	RM	RH	RVH	
RESIDENTIAL USES							
<i>Tiny Home</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>17.42.175</i>

Amend 17.22.030(C) Table 2-6 Allowable Land Uses and Permit Requirements for Commercial Zoning Districts:

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	P	Permitted Use, Zoning Clearance required				
	MUP	Minor Use Permit required (see Section 17.71.060)				
	UP	Use Permit required (see Section 17.71.060)				
	S	Permit requirement set by Specific Use Regulations				
	—	Use not allowed				
LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	CN	CO	CBD	CG	CH	
RESIDENTIAL USES						
<i>Primary Residential Unit</i>	<i>P(3)</i>	<i>--</i>	<i>P(4)</i>	<i>P(4)</i>	<i>--</i>	
<i>Tiny Home</i>	<i>P(6)</i>	<i>-</i>	<i>-</i>	<i>P(6)</i>	<i>UP(6)</i>	<i>17.42.175</i>

(6) Use permitted only on parcels with existing single residential unit or existing/proposed multifamily development, and only in compliance with § 17.42.175.

SECTION 3. Based on the foregoing, the City Council hereby repeal and replace Chapter 17.42.175 is hereby in its entirety as follows:

17.42.175 Tiny Homes, Model Park RVs & Mobile Homes

A. Applicability. Where allowed by Article 2 (Zoning Districts and Allowable Land Uses), Tiny Homes and Park Model RVs shall obtain an administrative Coastal Development Permit and comply with the standards of this section and

B. Definitions.

A Tiny Home. A Tiny Home is a small towable residential unit (on wheels) that is not on a permanent foundation, and that meets the design and construction criteria listed in C below. Tiny homes shall meet either the provisions of ANSI 119.5 or NFPA 1192. It shall be the burden of the applicant to show compliance with these standards. Tiny homes shall be licensed and registered with the California Department of Motor Vehicles and may only be transported upon the public highway with permit issued pursuant to Vehicle Code Section 35780.

Park Model RV. As defined in Health and Safety Code Section 18009.3, a Park Model RV is a trailer designed for human habitation that meets the following requirements:

1. It contains 400 square feet or less of gross floor area, excluding loft area space if that loft area space meets the requirements of subdivision (b) and Section 18033; and
2. It may not exceed 14 feet in width at the maximum horizontal projection; and
3. It is built upon a single chassis; and
4. It may only be transported upon public highways with a permit issued pursuant to Section 35780 of the Vehicle Code. Park Model RVs shall be licensed and registered with the California Department of Motor Vehicles.

A Park Model RV is not a self-propelled recreational vehicle, nor is it a 5th wheel or other trailer designed for recreational purposes.

C. Tiny Home and Park Model RV Standards. Tiny Homes and Park Model RVs shall be subject to all of the following additional criteria:

1. Limitations on Location & Timing & Permit Requirements

- a. Accessory to a Primary Residence.** A Tiny home or Park Model RV is allowed as an accessory residential use to a Primary Residential Unit and may be constructed/installed before, during or after the Primary Residential Unit. If installed prior to the primary residential unit, the Tiny Home or PMRV must be installed in the back half of the parcel.
- b. As an ADU Equivalent in Multifamily.** One tiny homes or one Park Model RV is permitted in Multifamily Residential Zoning Districts as a type of detached ADU under Section 17.42.170 or as part of a Tiny Home Community under Section 17.42.110.
- c. Permit Requirements.** A Tiny Home shall be subject to a Coastal Development Permit if it is located on a permanent foundation or if site improvements are required to establish it.

- 2. Development Standards.** Tiny Homes and Park Model RVs (Unit) shall conform with the following requirements:
- a. Height.** The unit shall have a maximum height of 13' 6" to comply with Department of Motor Vehicles (DMV) towing requirements.
 - b. Setbacks.** A unit shall comply with front and street side setbacks but may have a 4+-foot setback from the inside or rear parcel lines. The unit must be located a minimum distance of 10 feet from all other structures.
 - c. Size.** Units shall be at least 150 square feet in compliance with the California Health & Safety Code, but no more than 400 square feet.
 - d. Number of Units Allowed.** Units are allowed on a parcel in the following configurations:
 - i. On a parcel with an existing primary unit, a maximum of one Tiny home or Park Model RV unit is permitted. One tiny home or Park Model RV is permitted in addition to one detached ADU on the property. Neither is permitted if there are four or more residential units on a low density residentially zoned parcel.
 - ii. Tiny homes and Park Model RVs are permitted in Tiny Home Communities, and the maximum allowed is determined by Section 17.42.110.
 - e. Foundation.** Tiny Homes shall not be placed on a temporary or permanent foundation unless the Tiny Home has been constructed in compliance with the Appendix Q Tiny Houses of the UBC. Park Model RVs may be placed on a permanent foundation.
 - f. Fire Inspection.** Prior to occupancy, each Tiny home and Park Model RV shall be inspected by the Fire Marshal to ensure adequacy of the smoke alarm and fire extinguisher.
- 3. Design Standards.** A Tiny Home and Park Model RV shall maintain a residential appearance through the following design standards.
- a. Skirting.** The undercarriage (wheels, axles, tongue and hitch) shall be hidden from view with a solid wood, metal or concrete apron when parked.
 - b. Paved Pad.** A paved parking pad shall be required, unless that Tiny Home or Park Model RV are placed on a permanent foundation (per C2e above), and include bumper guards, curbs, or other installations adequate to prevent movement of the unit. Alternative paving methods may be permitted at the discretion of the Community Development Director.
 - c. Mechanical Equipment.** Mechanical equipment shall be incorporated into the structure and not be located on the roof (except for solar panels).
 - d. Materials.** Materials for the exterior wall covering shall include wood, hardipanel or equivalent material as determined by the Community Development Director.
 - e. Windows.** Windows shall be double pane glass or better, labeled for building use, and be trimmed out.
 - f. Utility Connections.** The unit shall be connected to City water and sewer utilities through dedicated pipes. The unit shall be connected to electrical power in compliance with the Building Code.
- 4. Ownership.** Ownership of the Tiny Home or Park Model RV is not required.

5. **Short Term Rentals.** Tiny Homes and Park Model RV shall not be used as short-term rentals of less than 30 days.

D. Parking Requirements.

1. Parking Exemptions & Requirements: No parking is required unless the Tiny Home is located in a neighborhood, which provides public parking and public access to the coast. In Fort Bragg this includes all residential parcels that directly abut Glass Beach Drive. All other parcels are not required to provide parking.
2. Replacement Parking Exemption. No replacement parking space(s) are required for the primary unit, when a garage, carport, or covered parking structure is demolished in conjunction with the construction of a Tiny Home.

E. Tiny Homes and Park Model RV's Proposed for Sensitive Habitats, Scenic Areas, and areas subject to Sea Level Rise.

1. Visual Resources. Tiny Homes and Park Model RVs shall be reviewed for impacts to visually resources in visually sensitive areas as designated in Map CD-1 of the Coastal General Plan.
2. Sensitive Habitat. Tiny Homes and Park Model RVs shall be reviewed for impacts to sensitive habitats in areas as designated in Map OS-1 of the Coastal General Plan.
3. Areas Sensitive to Sea Level Rise. Tiny Homes and Park Model RVs that are proposed for areas that are vulnerable to sea level rise and other coastal hazards shall meet all LCP requirements for new development to be safe from such hazards, but that also addresses the need for future sea level rise adaptations including future removal and risk disclosure.

F. Mobile Home Outside of a Mobile Home Park.

1. **Development Standards.** The site, and the placement of the mobile home on the site shall comply with all zoning and development standards applicable to a conventional single-family dwelling or ADU on the same parcel.
2. Mobile Homes are permitted as ADUs and/or as the primary residence.
3. **Mobile home design and construction standards.** A mobile home outside of a mobile home park shall comply with the following design and construction standards.
 - a) The exterior siding, trim, and roof shall be of the same materials and treatment found in conventionally built residential structures in the surrounding area and shall appear the same as the exterior materials on any garage or other accessory structure on the same site.
 - b) The roof shall have eave and gable overhangs of not less than 12 inches measured from the vertical side of the mobile home, and the roof pitch shall be no less than 3:12.
 - c) The mobile home shall be placed on a foundation system, subject to the approval of the Building Official; and
 - d) The mobile home is certified under the National Mobile Home Construction and Safety Standards Act (42 USC Section 4401 et seq.).

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE AMENDING DIVISION 17 OF THE FORT BRAGG MUNICIPAL CODE (ZONING AMENDMENT LCP 5-23) TO REPEAL CHAPTER 17.42.110 “MOBILE HOME PARKS” OF DIVISION 17 OF THE FORT BRAGG MUNICIPAL CODE AND REPLACE IT WITH CHAPTER 17.42.110 “TINY HOME COMMUNITIES” TO ESTABLISH STANDARDS FOR TINY HOME COMMUNITIES.

ORDINANCE NO. 1001-2025

WHEREAS, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the “City”) to enact local planning and land use regulations; and

WHEREAS the authority to adopt and enforce zoning regulations is an exercise of the City’s police power to protect the public health, safety, and welfare; and

WHEREAS the City of Fort Bragg (“City”) adopted a General Plan in 2002 which established policies for all lands within Fort Bragg city limits; and

WHEREAS, the City adopted a Coastal General Plan (“Coastal GP”) as the Land Use Plan portion of the Local Coastal Program on May 12, 2008 which established policies for all land within the Fort Bragg Coastal Zone; and

WHEREAS, in August 2008 the California Coastal Commission certified the City’s Local Coastal Program (LCP) which includes the Coastal GP as the Land Use Plan; and

WHEREAS, The City Council adopted Resolution 3162-2008 on May 12, 2008 adopting the Coastal General Plan; and

WHEREAS, the City adopted a Coastal Land Use and Development Code in 2008 as the implementing portion of the Local Coastal Program on May 12, 2008, which established all land use regulations for the Coastal Zone; and

WHEREAS, the Coastal General Plan includes policies to: (1) advance the orderly growth and development of the City’s Coastal Zone; (2) protect coastal resources; (3) incorporate sustainability into the development process so that Fort Bragg’s coastal resources and amenities are preserved for future generations; (4) respond to current environmental and infrastructure constraints; (5) protect the public health, safety and welfare; and (6) promote fiscally responsible development; and

WHEREAS the City desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

WHEREAS, In 2019, the City of Fort Bragg amended the Housing Element of the General Plan for conformance with State Housing Law. The 2019 Housing Element includes the following non-mandatory program regarding Tiny Home Communities. *Program H-1.7.10: Tiny Home*

Community. Consider adopting new zoning regulations to allow for small home subdivisions, with small individual parcel ownership, in all residential zoning districts. Consider changing the minimum lot size and minimum parcel dimensions of the LUDC to accommodate tiny home communities as part of a planned unit development, and

WHEREAS, The project is exempt from CEQA, as a zoning amendment to implement the provisions of Sections 65852.1 and Section 66411.7 of the Government Code is exempt from CEQA by those code sections; and

WHEREAS, the “activities and approvals by a local government necessary for the preparation and adoption of a local coastal program or long-range development plan” pursuant to the California Coastal Act are statutorily exempt from compliance with CEQA, and this statutory exemption “shifts the burden of CEQA compliance from the local agency to the California Coastal Commission (CEQA Guidelines § 15265 (c)); and

WHEREAS the Planning Commission held a duly noticed public hearing on March 27, 2024, to consider the zoning amendment, accept public testimony and provided direction to the consultant to revise the resolution and ordinance language, and

WHEREAS, the Planning Commission continued the Public Hearing to April 10, 2024, to review and consider the final resolutions and ordinance language; and

WHEREAS, the City Council held a duly noticed public hearing on May 13, 2024, to consider the LCP Amendment, accept public testimony; and formally recommend submittal of the LCP Amendment to the Coastal Commission for consideration; and

WHEREAS, the Coastal Commission staff reviewed the Draft Language and provided questions and comments which have been incorporated into this Ordinance; and

WHEREAS, the Coastal Commission staff requested that the City adopt the proposed language in ordinance form prior to bringing it forward to the Coastal Commission for consideration; and

WHEREAS, the Planning Commission held a duly noticed public hearing on January 29, 2025 to consider the zoning amendment, accept public testimony and consider the final resolution and ordinance language, and

WHEREAS, the City Council has considered all public comments and a staff report dated February 24, 2025 regarding the proposed ordinance; the staff report is incorporated herein by reference and available for review at City Hall during normal business hours; and

WHEREAS, the proposed minor modification to the Coastal Land Use and Development Code is set forth in its entirety in Section 2 – Section 4 below; and

NOW, THEREFORE, BE IT RESOLVED that the City of Fort Bragg City Council, based on the entirety of the record before it, which includes without limitation, CEQA, Public Resources Code §21000, et seq. and the CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg Inland General Plan; the Fort Bragg Inland Land Use and Development Code; the Project application; all reports and public testimony submitted as part of the City Council meeting of February 24, 2025 and City Council deliberations; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the City Council does hereby make the following findings and determinations:

SECTION 1. COASTAL LAND USE AND DEVELOPMENT CODE AMENDMENT FINDINGS

Pursuant to Fort Bragg Municipal Code Section 17.94.060, the City Council makes the following findings for adoption of the proposed amendments to the Fort Bragg Coastal Land Use and Development Code:

1. The foregoing recitals are true and correct and are made a part of this Ordinance.
2. On April 10, 2024, the Planning Commission held a properly noticed public hearing to consider recommending the proposed minor amendment to the Coastal Land Use and Development Code to the Fort Bragg City Council for adoption, and adopted a resolution in support of the City Council's adoption of the minor amendment to the CLUDC pursuant to Gov. Code Section 65355.
3. On February 24, 2025 the City Council held a properly noticed public hearing to consider adoption of the minor amendment to the Coastal Land Use and Development Code.
4. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City and seeks to be consistent with recently adopted State Laws as codified in California Government Code sections 66310 through 66342; and
5. The proposed amendment is consistent with the General Plan and any applicable specific plan; and Policy LU-10.2, Policy LU-10.4, Policy LU-10.6, Policy LU-5.7, Policy LU-10.1, Policy PF-1.2, Policy PF-2.1, Policy CD-1.1, CD-2.4, CD-2.5, Policy H-1.6, Program -H-1.7.10, Program H-2.9, Program H-4.1.2.
6. The proposed amendment is in the public interest to permit alternative opportunities for housing, which will provide for better convenience and welfare for the residents of the City of Fort Bragg, as it will result in additional housing. The proposed amendment requires conformance with applicable building and vehicle codes, which will ensure healthy and safe housing.
7. The proposed amendment is internally consistent with other applicable provisions of the Coastal Land Use Development Code, including its Chapters 17.42, 17.71, 17.100, and others; and the LCP Amendment is consistent with the California Coastal Act.
8. The California Environmental Quality Act ("CEQA") does not apply to activities and approvals of a local coastal program that are undertaken by a local government pursuant to Public Resources Code Section 21080.9) and CEQA Guidelines Section 15265(a), and
9. Pursuant to Coastal Act Section 30510(a), the City of Fort Bragg will carry out the Local Coastal Program as amended in a manner fully in conformity with the California Coastal Act; and
10. The documents and other material constituting the record for these proceedings are located at the Community Development Department.
11. The amendments to the Local Coastal Program shall take effect automatically upon Coastal Commission approval and certification pursuant to Public Resources Code Section 30512, 30513, and 30519.

SECTION 2. Based on the foregoing, the City Council hereby:

Amend Title 17.21.030(B) Table 2-1 Allowable Land Uses and Permit Requirements for Residential Zoning Districts:

TABLE 2-1 Allowed Land Uses and Permit Requirements for Residential Zoning Districts	PERMIT REQUIRED BY DISTRICT							Specific Use Regulations
	RR	RS	RL	RM	RH	RVH		
<i>RESIDENTIAL USES</i>								
<i>Mobile-home park</i>	<i>UP</i>	<i>UP</i>	<i>UP</i>	<i>UP</i>	<i>UP</i>	<i>UP</i>	<i>-17.42.110</i>	
<i>Tiny Home / Manufactured Home Community</i>	<i>-</i>	<i>-</i>	<i>UP</i>	<i>UP</i>	<i>UP</i>	<i>UP</i>	<i>17.42.110</i>	

Amend 17.21.030(B) Table 2-6 Allowable Land Uses and Permit Requirements for Commercial Zoning Districts

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	CN	CO	CBD	CG	CH	
<i>Tiny Home / Manufactured Home Community</i>	<i>UP</i>	<i>UP</i>	<i>-</i>	<i>UP</i>	<i>UP</i>	<i>17.42.115</i>

SECTION 3. Based on the foregoing, the City Council does hereby repeal and replace Chapter 17.42.110 is hereby in it its entirety as follows:

17.42.110 - Tiny Home / Manufactured Home Community

Purpose. This Section provides requirements and development standards for the development of communities with Tiny Homes, Park Model RVs and/or Manufactured Homes. The City intends that these communities be designed and landscaped to be compatible with adjacent residential and other uses. These standards are intended to provide a means of achieving a stable community in character with the surrounding area.

Definitions

Lot Space. The space dedicated to each unit and its associated storage space, open space and internal setbacks. This area is rented to a tenant; it is not a separate legal space under the subdivision map act.

Manufactured Home. A small, manufactured home that complies with Title 24, Code of Federal Regulations, Chapter XX, Part 3280 and is a self-contained residential living unit, built off-site and placed on a permanent foundation.

Park Model RV. Must comply with the Ansi Standard 119.5 and all of the following requirements, as defined in Health and Safety Code Section 18009.3:

1. Contain 400 square feet or less of gross floor area, excluding loft area space if that loft area space meets the requirements of subdivision (b) and Section 18033.
2. May not exceed 14 feet in width at the maximum horizontal projection.
3. Built upon a single chassis.
4. May only be transported upon public highways with a permit issued pursuant to Section 35780 of the Vehicle Code. Park Model RVs shall be licensed and registered with the California Department of Motor Vehicles.
5. A Park Model RV is not a self-propelled recreational vehicle, nor is it a 5th wheel or other trailer designed for recreational purposes.

Tiny Home. A tiny home is a small towable residential unit that meets the design and construction criteria listed in 17.42.175. Tiny homes shall meet the provisions of ANSI 119.5 or Appendix Q of the UBC (or a comparable updated standard). It shall be the burden of the applicant to show compliance with one of these standards. Tiny homes shall be licensed and registered with the California Department of Motor Vehicles.

Tiny Home Community. Is any area or tract of land where two or more lots are rented or leased or held out for rent or lease to accommodate Tiny Homes, Park Model RVs and/or Manufactured Homes.

A. Community Standards. Each community shall comply with the following requirements:

1. Permit Requirements. Each Community shall be subject to Design Review in addition to the Use Permit approval required by § 17.21.030 (Residential Zoning District Allowable Land Uses and Permit Requirements). A Coastal Development Permit is required for all Tiny Home Communities located in the Coastal Zone. Tiny Home Communities are subject to compliance with Mobile Home Park regulations as required by the Department of Housing and Community Development (Mobilehome Parks Act Section 18200 – 18712).

2. Allowable Uses.

- a. **Unit Type.** Tiny Home Communities may be composed of any mix of Tiny Homes and Park Model RVs and may include up to 25% of units as Small Manufactured Homes and/or small site-built homes of less than 600 SF. A management office/residence may be required per HCD regulations. **Projects composed entirely of Manufactured Homes are regulated as Multi-Family developments under section 17.42.120.**
- b. **Accessory Uses.** Use Permit approval for a Tiny Home Community may authorize accessory uses that are incidental to the planned residential use, exist for the sole purpose of service to the residents, are typically found in multifamily developments, and do not alter the character of the residential use.
 1. Residential accessory uses are limited to awnings, fences, garages (maximum size 400 SF), and storage sheds (maximum size 120 SF).
 2. Laundry facility, community room, community kitchen, recreational facilities, common open space, playground, clubhouse, and similar uses.

3. A Tiny Home Community may contain accessory retail and service uses for park residents as authorized by Use Permit approval, and in compliance with § 17.42.020 (Accessory Retail and Service Uses).

3. Standards. This Section identifies standards for Tiny Home Community development, recognizing the dual need for moderately priced housing, and standards that will adequately protect residents of the communities and the City as a whole.

- a. **Phased Development.** Development may be in phases, so long as each phase complies with the minimum standards of this Section, and all “lots/spaces” in a phase are developed/ improved and authorized by a permit for occupancy in compliance with Health and Safety Code Section 18505.
- b. **Project Size.** Tiny home communities may be located on any size parcel.
- c. **Density.** Tiny Home Communities are subject to zoning district density limitations.

4. Community Layout and Design. A Tiny Home Community shall comply with the following requirements:

- a. **Orientation.** Tiny Homes that are adjacent to a street shall be oriented to the Street with either the front door or the side of the Tiny Home. Other units may be oriented around a central courtyard, promenade, or community garden.
- b. **Street Setbacks & Landscaping.** All street side setback areas shall be landscaped and continually maintained, in compliance with Chapter 17.34 (Landscaping Standards).
- c. **Individual Unit “Lot Space” Size.** The individual “lot space” for each unit within the Tiny Home Community shall include adequate space for the unit, internal setbacks, open space, and accessory storage as follows:
 - I. **Unit.** Between 150 to 400 SF of dedicated space depending on the size of the Tiny Home unit.
 - II. **Dedicated Open Space.** Each Tiny Home shall have at least 100 SF of dedicated open space in the form of a patio, lawn or landscaped area.
 - III. **Required accessory structures.** Each Tiny Home will be provided with 100 Cubic Feet of storage space, which may be consolidated into one or more central storage buildings or located at individual tiny home sites.
 - IV. **Internal Setbacks.** Each Tiny Home shall maintain a minimum setback of 10 feet from other units.
- d. **Recommended Community Facilities.** Tiny Home Communities that include one or more of the following: shared open space, a community center, laundry facility, or a shared community garden are preferred.
- e. **Landscaping & Paths.** Each Tiny homes community shall include a network of landscaped walking paths that connect units to each other and to parking areas and sidewalks; and landscaping shall be provided in compliance with Chapter 17.34 (Landscaping Standards).
- f. **Parking.** Parking shall be provided at the rate of one parking space for each Tiny Home or Park Model RV. Parking should be consolidated in parking lots at the rear or side of the property, where feasible. Additionally, street parking may be utilized to meet up to 25% of the parking requirement through Minor Use Permit approval.
- g. **Internal Streets.** Internal streets are discouraged but shall comply with City street standards where provided, except where superseded by a standard required by State law.
- h. **Solid Waste.** Adequate solid waste and recyclable materials storage enclosures shall be provided in compliance with § 17.30.110.

- i. **Utilities.** All utility distribution facilities (including cable television, communication and electric lines and boxes) within a Tiny Home Community shall be placed underground. The developer is responsible for complying with the requirements of this Subsection and shall make the necessary arrangements with the utility companies for the installation of the required facilities. Each Tiny Home shall have a separate water meter.
- j. **Fencing.** A fence, solid masonry wall, or other decorative landscape screening is required to hide utilities (propane tanks, trash enclosures, etc.) from public view from a public right of way. Other fencing may be required by the review authority as part of the Design Review and Use Permit approval for the facility.
- k. **Signs.** A Tiny Home Community may have up to two externally illuminated identification signs not exceeding 6 feet in height or 24 square feet in area. The signs shall be integrated into the Tiny Home Community landscaping, at a location specified in the Use Permit approval. **All signs must also comply with the requirements of 17.38.**

5. Ownership. A Community may be owned by a single entity, a cooperative of residents or through condominium ownership.

B. Standards for Individual Units.

- 1. **Tiny Home Standards.** Individual Tiny Homes located within a Tiny Home Community shall comply with the standards for Tiny Homes enumerated in 17.42.175 of this development code.
- 2. **Park Model RV Standards.** Park Model RVs shall comply with the individual standards enumerated in 17.42.175 of this development code.
- 3. **Travel Trailers.** A self-propelled travel trailer, camper, motor coach, motor home, trailer coach, or any similar vehicle shall not be allowed within a mobile home park.

SECTION 4. Based on the foregoing, the City Council hereby Amend Chapter 17.100 to add the following definitions:

Manufactured Home. A small, manufactured home that complies with Title 24, Code of Federal Regulations, Chapter XX, Part 3280 and is a self-contained residential living unit, built off-site and placed on a permanent foundation.

Park Model RV. Must comply with the Ansi Standard 119.5 and all of the following requirements, as defined in Health and Safety Code Section 18009.3:

- 4. Contain 400 square feet or less of gross floor area, excluding loft area space if that loft area space meets the requirements of subdivision (b) and Section 18033.
- 5. May not exceed 14 feet in width at the maximum horizontal projection.
- 6. Built upon a single chassis.
- 7. May only be transported upon public highways with a permit issued pursuant to Section 35780 of the Vehicle Code. Park Model RVs shall be licensed and registered with the California Department of Motor Vehicles.
- 8. A Park Model RV is not a self-propelled recreational vehicle, nor is it a 5th wheel or other trailer designed for recreational purposes.

Tiny Home. A tiny home is a small towable residential unit that meets the design and construction criteria listed in 17.42.175. Tiny homes shall meet the provisions of ANSI 119.5 or Appendix Q of the UBC (or a comparable updated standard). It shall be the burden of the applicant to show

compliance with one of these standards. Tiny homes shall be licensed and registered with the California Department of Motor Vehicles.

Tiny Home Community. Is any area or tract of land where two or more lots are rented or leased or held out for rent or lease to accommodate Tiny Homes, Park Model RVs and/or Manufactured Homes.

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases may be held invalid or unconstitutional.

SECTION 6. Effective Date and Publication. This Ordinance shall become effective upon its certification by the Coastal Commission. Within fifteen (15) days after the passage of this Ordinance by the Coastal Commission, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

SECTION 7. Fort Bragg City Council does hereby approve the Zoning Amendment LCP 5-23 to amend Division 17 to the Fort Bragg Municipal Code and Repeal Chapter 17.42.110 “Mobile Home Parks” of Division 17 of the Fort Bragg Municipal Code and Replace it with Chapter 17.42.110 “Tiny Home Communities” to Establish Standards for Tiny Home Communities.

The foregoing Ordinance was introduced by Councilmember _____ at a regular meeting of the City Council of the City of Fort Bragg held _____, and adopted at a regular meeting of the City of Fort Bragg held on February 24, 2025 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:
- RECUSE:

Jason Godeke, Mayor

ATTEST:

Amber Weaver, Acting City Clerk

PUBLISH: Date, 2025 and Date, 2025 (by summary).
EFFECTIVE DATE: Date, 2025.

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE AMENDING DIVISION 17 OF THE FORT BRAGG MUNICIPAL CODE (ZONING AMENDMENT LCP 3-23) TO AMEND CHAPTER 17.42.190– RESTAURANTS OF DIVISION 17 OF THE FORT BRAGG MUNICIPAL CODE TO ESTABLISH REGULATIONS AND STANDARDS FOR OUTDOOR DINING.

ORDINANCE NO. 1002-2025

WHEREAS, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the “City”) to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City’s police power to protect the public health, safety, and welfare; and

WHEREAS, the City of Fort Bragg (“City”) adopted a General Plan in 2002 which established policies for all lands within Fort Bragg city limits and its sphere of influence; and

WHEREAS, the City adopted a Coastal General Plan (“Coastal GP”) as the Land Use Plan portion of the Local Coastal Program on May 12, 2008 which established policies for all land within the Fort Bragg Coastal Zone; and

WHEREAS, in August 2008 the California Coastal Commission certified the City’s Local Coastal Program (LCP) which includes the Coastal GP as the Land Use Plan; and

WHEREAS, the City Council adopted Resolution 3162-2008 on May 12, 2008, adopting the Coastal General Plan; and

WHEREAS, the City adopted a Coastal Land Use and Development Code in 2008 as the implementing portion of the Local Coastal Program on May 12, 2008, which established all land use regulations for the Coastal Zone; and

WHEREAS, the Coastal General Plan includes policies to: (1) advance the orderly growth and development of the City’s Coastal areas; (2) protect coastal resources; (3) incorporate sustainability into the development process so that Fort Bragg’s coastal resources and amenities are preserved for future generations; (4) respond to current environmental and infrastructure constraints; (5) protect the public health, safety and welfare; and (6) promote fiscally responsible development; and

WHEREAS, in May of 2020, due to the COVID-19 Pandemic the City adopted an amendment to the Municipal Code which gave the City Manager, as the Director of Emergency Services, the power: “To waive zoning requirements and/or standards to facilitate business operations of established businesses affected by public health orders of the federal, state, or county government, to the extent that such waivers would not

result in an increase in general intensity of use beyond what is otherwise allowed, as applicable to zoning district;” and

WHEREAS, the City of Fort Bragg relaxed standards so that outdoor dining could be established during the pandemic and a number of restaurants erected outdoor dining facilities which have proven to be very popular; and

WHEREAS, the City desires to ensure that outdoor dining can continue in Fort Bragg in a safe and enjoyable manner; and

WHEREAS, the Community Development Committee held a duly noticed public hearing on May 17, 2023, to discuss recommending regulations to establish a method for outdoor dining to continue even as state regulations allowing outdoor dining during the COVID-19 Pandemic were set to expire; and

WHEREAS, on June 26, 2023, City Council received a report and provided direction to staff regarding future zoning modifications to allow outdoor dining; and

WHEREAS, the Planning Commission held a duly noticed public hearing on January 10, 2024 and January 31, 2024 to consider the Zoning Code Amendment, accept public testimony and adopted a resolution recommending that City Council adopt a zoning amendment to establish regulations for outdoor dining; and

WHEREAS, the City Council held a duly noticed public hearing on April 8, 2024 to consider the Zoning Code Amendment, and accept public testimony regarding a zoning amendment to establish regulations for outdoor dining; and

WHEREAS, the Coastal Commission staff reviewed the Draft Language and provided questions and comments which have been incorporated into this Ordinance; and

WHEREAS, the Coastal Commission staff requested that the City adopt the proposed language in ordinance form prior to bringing it forward to the Coastal Commission for consideration; and

WHEREAS, the Planning Commission held a duly noticed public hearing on January 29, 2025 to consider the zoning amendment, accept public testimony and consider the final resolution and ordinance language, and

WHEREAS, the City Council has considered all public comments and a staff report dated February 24, 2025 regarding the proposed ordinance; the staff report is incorporated herein by reference and available for review at City Hall during normal business hours; and

WHEREAS, the proposed minor modification to the Coastal Land Use and Development Code is set forth in its entirety in Section 2 – Section 5 below; and

WHEREAS, the “activities and approvals by a local government necessary for the preparation and adoption of a local coastal program or long range development plan”

pursuant to the California Coastal Act are statutorily exempt from compliance with CEQA, and this statutory exemption “shifts the burden of CEQA compliance from the local agency to the California Coastal Commission” (CEQA Guidelines § 15265 (c)); and

NOW, THEREFORE, BE IT RESOLVED that the City of Fort Bragg City Council, based on the entirety of the record before it, which includes without limitation, CEQA, Public Resources Code §21000, et seq. and the CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg Coastal General Plan; the Fort Bragg Coastal Land Use and Development Code; the Project application; all reports and public testimony submitted as part of the City Council meeting of February 24, 2025 and City Council deliberations; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the City Council of the City of Fort Bragg does hereby make the following findings and determinations:

SECTION 1. LEGISLATIVE FINDINGS

1. The foregoing recitals are true and correct and made a part of this Ordinance.
2. On January 10 and January 31, 2024, the Planning Commission held a properly noticed public hearing to consider recommending the proposed minor amendment to the Inland Land Use and Development Code to the Fort Bragg City Council for adoption and adopted a resolution in support of the City Council’s adoption of the amendment to the ILUDC pursuant to Gov. Code Section 65355; and
3. On April 8, 2024, the City Council held a properly noticed public hearing to consider adoption of the minor amendment to the Inland Land Use and Development Code; and
4. On February 24, 2025 the City Council held a properly noticed public hearing to consider adoption of the minor amendment to the Coastal Land Use and Development Code.
5. The documents and other material constituting the record for these proceedings are located in the Community Development Department.
6. The proposed amendment is consistent with the Coastal General Plan and any applicable specific plan; and

The proposed project is consistent with the land use designations of the Land Use Element of the Coastal General Plan (CGP) because the amendment would allow outdoor dining in the same land use designations as restaurants.

7. The proposed amendment is consistent with the following applicable General Plan policies: Policy LU-3.1, Policy LU-5.7, Policy LU-10.2, Policy LU-10.4, Policy PF-1.2, Policy PF-2.1, Policy CD-1.1, Policy CD-2.1, Policy CD-2.5, Policy CD-3.2, Policy CD-3.3, Policy CD-3.4, Policy CD-1.9, Policy SF-5.1.
8. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and

The proposed amendment includes sufficient safeguards to protect the health and safety of diners and of outdoor dining facilities. Outdoor dining will improve convenience by increasing dining options and providing for outdoor dining for people with immune issues where indoor dining may be unsafe due to COVID-19 and other communicable illness. The amendment furthers the public interest and welfare as indicated by the continued popularity of outdoor dining.

9. The proposed amendment is internally consistent with other applicable provisions of the Coastal Land Use Development Code, including its Chapters 17.42, 17.71, 17.100, and others; and the LCP Amendment is consistent with the California Coastal Act.

The Proposed Amendment is consistent with CLUDC standards as analyzed in the consistency analysis.

10. Pursuant to Coastal Act Section 30510(a), the City of Fort Bragg will carry out the Local Coastal Program as amended in a manner fully in conformity with the California Coastal Act; and
11. The documents and other material constituting the record for these proceedings are located in the Community Development Department.
12. The amendments to the Local Coastal Program shall take effect automatically upon Coastal Commission approval and certification pursuant to Public Resources Code Section 30512, 30513, and 30519.

SECTION 2. Based on the foregoing, the City Council does hereby:

Amend 17.21.030 - Allowed Land Uses and Permit Requirements for Residential Zoning Districts, Table 2-1 as follows (amendment shown in red text):

TABLE 2-1 Allowed Land Uses and Permit Requirements for Residential Zoning Districts	P	Permitted Use, Zoning Clearance required						
	MUP	Minor Use Permit required (see Section 17.71.060)						
	UP	Use Permit required (see Section 17.71.060)						
	S	Permit requirement set by Specific Use Regulations						
	—	Use not allowed						
LAND USE (1)	PERMIT REQUIRED BY DISTRICT						Specific Use Regulations	
	RR	RS	RL	RM	RH	RVH		
<i>Restaurant, Café, Coffee Shop</i>	-	-	<i>UP</i>	<i>UP</i>	<i>UP</i>	<i>UP</i>	17.42.165	
<i>Outdoor Dining</i>	-	-	<i>MUP</i>	<i>MUP</i>	<i>MUP</i>	<i>MUP</i>	<i>17.42.165</i>	

Amend 17.22.030- Allowed Land Uses and Permit Requirements for Commercial Zoning Districts, Table 2-1 as follows (amendment shown in red text):

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	P	Permitted Use, Zoning Clearance required					
	MUP	Minor Use Permit required (see Section 17.71.060)					
	UP	Use Permit required (see Section 17.71.060)					
	S	Permit requirement set by Specific Use Regulations					
	—	Use not allowed					
LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations	
	CN	CO	CBD	CG	CH		
<i>Outdoor Dining</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>P</i>	<i>17.42.165</i>	

SECTION 3. Amend 18.36.040 - Number of Parking Spaces Required, Table 3-7 as follows (amendment shown in red text):

TABLE 3-7 - PARKING REQUIREMENTS BY LAND USE (Continued)

<i>Land Use Type: Retail Trade</i>	<i>Vehicle Spaces Required</i>
<i>All "Retail Trade" and general retail uses listed in § 17.22.030, Table 2-6, except for the following: .</i>	<i>1 space for each 400 sf of floor area, plus 1 space for each 600 sf of outdoor sales area</i>
<i>Restaurant, cafe, coffee shop</i>	<i>1 space for each 4 seats; or 1 space for each 200 sf of floor area, whichever would yield more spaces.</i>
<i>Outdoor Dining</i>	<i>No parking required.</i>

SECTION 4. Amend 17.42.190 of the CLUDC as follows (amendment shown in red text):

17.42.190 – Restaurants & Outdoor Dining

A. Grease and Oils. The following standards for restaurants are intended to regulate the disposal of grease and oils for the protection of the City of Fort Bragg sewage treatment plant and the environment:

1. Operating standards. Restaurants shall comply with the following operating standards:
 - a. Installation and maintenance of grease trap/interceptor. Grease interceptor installation and maintenance must comply with the City's Food Service Establishment Wastewater Discharge Permit and the City's Municipal Code section regarding fats, oil and grease control.
 - b. Washing of restaurant floor mats, exhaust filters. Restaurant floor mats and exhaust filters shall be washed in a sink or wash area that drains to the sanitary

sewer, or collected wastewater from such washing shall be discharged to the sanitary sewer.

B. Outdoor Dining. The following standards are for outdoor dining facilities and are intended to regulate for the safe and compatible operation of outdoor dining facilities. Outdoor Dining Facility may consist of tables and chairs for dining with or without a pavilion, tents and/or umbrellas.

1. **Coastal Development Permit.** A Coastal Development Permit is required for an Outdoor Dining Facility that includes development (as defined by this zoning code).
2. **Allowed as part of Indoor Dining.** These regulations apply only to restaurants that have an indoor dining component. Entirely outdoor restaurants are not permitted. Outdoor dining associated with Mobile Vending Units are not permitted to engage in outdoor dining under this ordinance, instead they should follow the requirements of the Muni Code for Mobile Vending Units.
3. **Location, Setbacks & Height Limits.**
 - a. Outdoor dining pavilions and tents shall comply with all relevant setback and height limits of the zoning district.
 - b. Outdoor dining facilities shall be located on previously developed areas such as a parking lot, sidewalk, hardscape or landscaped area.
 - c. Outdoor dining must be located a minimum of 50 feet from any environmentally sensitive area, wetland or rare plant community, unless it is located in an already developed area that was developed with authorization through a Coastal Development Permit.
 - d. Outdoor dining pavilions and tents shall be sited so that they do not add to stormwater runoff volume or peak runoff rates.
 - e. Outdoor dining pavilions and tents shall not be located in an area that would impact scenic views or resources as seen from a public right of way.
 - f. Outdoor dining is permissible on the City's sidewalks with Encroachment Permit approval.
4. **Size Limits.** Outdoor dining facilities of more than 1,300 SF may be approved with a Minor Use Permit.
5. **Objective Design & Safety Criteria.** Outdoor dining pavilions and tents are subject to Administrative Design Review and shall comply with the following criteria:
 - a. Outdoor dining facilities shall be confined to the area shown on the approved site plan.
 - b. Where umbrellas, tents or pavilions are proposed, a vertical clearance of at least 7 feet must be maintained.
 - c. **Utilities, Heating & Lighting**
 - I. The use of heating devices and electrical extension cords and lighting are subject to review and approval by the Fire Marshal.
 - II. Portable Heaters/Space Heaters are permitted if approved for outdoor use, located in accordance with the manufacturer's recommendations, and located at least two feet from the edge or roof of any umbrella canvas, tent, pavilion, foliage, or any other flammable object or material.
 - III. All lighting located within or outside of outdoor dining pavilions shall be downward facing and night sky compliant.
 - d. Outdoor Dining shall not interfere with building ingress/egress.
 1. ADA Accessibility. The outdoor dining area shall be designed, constructed and/or conform to the applicable provisions, rules, regulations and

- guidelines of the California Building Code and Americans with Disabilities Act.
2. Outdoor Dining facilities shall not conflict with use of existing bicycle parking and access.
 - e. Moveable barriers shall be of solid, durable materials. Preferred barriers include removable fences, freestanding fences, hedges, planters, trees, removable columns, and pavilion or tent structures. Fabric inserts, chain link fencing, plastic, vinyl, chicken wire and cyclone fencing are not permitted.
 - f. Pavilion and tent colors should either be white or a color which is compatible with the colors of the restaurant building.
6. **Operating Standards.** Outdoor dining shall comply with the following operating standards:
- a. No amplified music after 9:00 pm.
 - b. No new service after 9:00 pm.
 - c. Hours of operation shall not begin prior to 7:00 am or extend later than 10:00 pm.
 - d. Smoking is prohibited in outdoor dining areas.
 - e. Outdoor dining, food preparation and cooking is only permissible in compliance with the California Retail Food Code and with the approval of the Mendocino County Division of Environmental Health.
 - f. Pavilions must be inspected by the Fire Marshal who shall submit a letter to the City that pavilion and associated equipment and furnishings are safe and in good repair at least once every five years or as determined by the Community Development Director.
 - g. Establishments that serve alcoholic beverages in the outdoor dining area shall meet all requirements of the Alcoholic Beverage Control Board and have a permit for such service as well as any other federal, state, or local laws and regulations governing the sale and consumption of alcoholic beverages.

SECTION 5. 17.100 Definitions Amendments

Outdoor Dining Facility. Outdoor dining may consist of a defined area with tables and chairs for dining with or without a temporary pavilion, tent and/or umbrellas, and adjacent to and on the same parcel and serviced by a restaurant with an indoor dining component. If the outdoor dining structure requires a building permit, it is not considered outdoor dining. Outdoor bars are not outdoor dining facilities.

SECTION 6. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases may be held invalid or unconstitutional.

SECTION 7. Effective Date and Publication. This Ordinance shall become effective upon its certification by the Coastal Commission. Within fifteen (15) days after the passage of this Ordinance by the Coastal Commission, the City Clerk shall cause a

summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

SECTION 8. Fort Bragg City Council does hereby approve the Zoning Amendment LCP 3-23 to Amend Chapter 17.42.190– Restaurants of Division 17 of the Fort Bragg Municipal Code to Establish Regulations and Standards for Outdoor Dining.

The foregoing Ordinance was introduced by Councilmember _____ at a regular meeting of the City Council of the City of Fort Bragg held _____, and adopted at a regular meeting of the City of Fort Bragg held on February 24, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

Jason Godeke, Mayor

ATTEST:

Amber Weaver, Acting City Clerk

PUBLISH: Date, 2025 and Date, 2025 (by summary).
EFFECTIVE DATE: Date, 2025.

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE AMENDING DIVISION 17 OF THE FORT BRAGG MUNICIPAL CODE (ZONING AMENDMENT LCP 6-23) TO AMEND 17.71.090 - PLANNED UNIT DEVELOPMENT PERMIT OF DIVISION 17 OF THE FORT BRAGG MUNICIPAL CODE TO ALLOW PLANNED UNIT DEVELOPMENT PERMITS ON PARCELS OF 1 ACRE OR MORE.

ORDINANCE NO. 1003-2025

WHEREAS, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the “City”) to enact local planning and land use regulations; and

WHEREAS the authority to adopt and enforce zoning regulations is an exercise of the City’s police power to protect the public health, safety, and welfare; and

WHEREAS the City of Fort Bragg (“City”) adopted a General Plan in 2002 which established policies for all lands within Fort Bragg city limits; and

WHEREAS, the City adopted a Coastal General Plan (“Coastal GP”) as the Land Use Plan portion of the Local Coastal Program on May 12, 2008 which established policies for all land within the Fort Bragg Coastal Zone; and

WHEREAS, in August 2008 the California Coastal Commission certified the City’s Local Coastal Program (LCP) which includes the Coastal GP as the Land Use Plan; and

WHEREAS, The City Council adopted Resolution 3162-2008 on May 12, 2008 adopting the Coastal General Plan; and

WHEREAS, the City adopted a Coastal Land Use and Development Code in 2008 as the implementing portion of the Local Coastal Program on May 12, 2008, which established all land use regulations for the Coastal Zone; and

WHEREAS, the Coastal General Plan includes policies to: (1) advance the orderly growth and development of the City’s Coastal Zone; (2) protect coastal resources; (3) incorporate sustainability into the development process so that Fort Bragg’s coastal resources and amenities are preserved for future generations; (4) respond to current environmental and infrastructure constraints; (5) protect the public health, safety and welfare; and (6) promote fiscally responsible development; and

WHEREAS, the “activities and approvals by a local government necessary for the preparation and adoption of a local coastal program or long range development plan” pursuant to the California Coastal Act are statutorily exempt from compliance with CEQA, and this statutory exemption “shifts the burden of CEQA compliance from the local agency to the California Coastal Commission” (CEQA Guidelines § 15265 (c)); and

WHEREAS, the Planning Commission held a duly noticed public hearing on January 10, 2024 to consider the Zoning Code Amendment, accept public testimony and adopted a resolution recommending that City Council adopt a zoning amendment to modify the City's Planned Development regulations; and

WHEREAS, the City Council held a duly noticed public hearing on April 8, 2024 to consider the Zoning Code Amendment, and accept public testimony regarding a zoning amendment to modify the City's Planned Development (17.71.090) regulations; and

WHEREAS, the Coastal Commission staff reviewed the Draft Language and provided questions and comments which have been incorporated into this Ordinance; and

WHEREAS, the Coastal Commission staff requested that the City adopt the proposed language in ordinance form prior to bringing it forward to the Coastal Commission for consideration; and

WHEREAS, the Planning Commission held a duly noticed public hearing on January 29, 2025 to consider the zoning amendment, accept public testimony and consider the final resolution and ordinance language, and

WHEREAS, the City Council has considered all public comments and a staff report dated February 24, 2025 regarding the proposed ordinance; the staff report is incorporated herein by reference and available for review at City Hall during normal business hours; and

WHEREAS, the proposed minor modification to the Coastal Land Use and Development Code is set forth in its entirety in Section 2 – Section 5 below; and

WHEREAS, the “activities and approvals by a local government necessary for the preparation and adoption of a local coastal program or long range development plan” pursuant to the California Coastal Act are statutorily exempt from compliance with CEQA, and this statutory exemption “shifts the burden of CEQA compliance from the local agency to the California Coastal Commission” (CEQA Guidelines § 15265 (c)); and

NOW, THEREFORE, BE IT RESOLVED that the Fort Bragg City Council, based on the entirety of the record before it, which includes without limitation, CEQA, Public Resources Code §21000, et seq. and the CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg Inland General Plan; the Fort Bragg Inland Land Use and Development Code; the Project application; all reports and public testimony submitted as part of the City Council meeting of February 24, 2025 and City Council deliberations; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the City Council does hereby make the following findings and determinations:

SECTION 1. LEGISLATIVE FINDINGS

1. The foregoing recitals are true and correct and made a part of this Resolution; and
2. On January 10, 2024, the Planning Commission held a properly noticed public hearing to consider recommending the proposed minor amendment to the Inland Land Use and Development Code to the Fort Bragg City Council for adoption and adopted a resolution in support of the City Council's adoption of the amendment to the ILUDC pursuant to

Gov. Code Section 65355; and

3. On Feb 26, 2024, the City Council held a properly noticed public hearing to consider adoption of the minor amendment to the Inland Land Use and Development Code; and
4. The documents and other material constituting the record for these proceedings are located in the Community Development Department; and

SECTION 2. COASTAL LAND USE AND DEVELOPMENT CODE AMENDMENT FINDINGS

Pursuant to Fort Bragg Municipal Code Section 17.94.060, the City Council makes the following findings for adoption of the proposed amendments to the Fort Bragg Coastal Land Use and Development Code:

1. The proposed amendment is consistent with the Coastal General Plan and any applicable specific plan; and

The proposed amendment is consistent with the Coastal General Plan, as the amendments would result only in a change in the minimum parcel size for a Planned Development and the existing ordinance complies with the Coastal General Plan. There are no policies in the Coastal General Plan that only apply to parcels of 5 acres or more, and all policies in the Coastal General Plan apply equally to all parcels regardless of size. Additionally, all Planned Development permit approvals must make the following finding: *“The project is consistent with the Coastal General Plan and any applicable specific plan, and allowed within the applicable zoning district.”*

2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

The proposed amendment would retain permit requirements that: *“The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use, or detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.”*

3. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

The proposed amendment would not change the ordinance’s existing consistency with the Development Code, indeed the goal of the PUD permitting process is to allow the City to carve out exceptions to the code so long as all permit findings can be made. All Planned Development permit approvals would be required to make the following finding: “The project complies with all applicable provisions of this Development Code other than those modified by the Planned Unit Development Permit.”

4. Pursuant to Coastal Act Section 30510(a), the City of Fort Bragg will carry out the Local Coastal Program as amended in a manner fully in conformity with the California Coastal Act; and
5. The documents and other material constituting the record for these proceedings are located in the Community Development Department.
6. The amendments to the Local Coastal Program shall take effect automatically upon Coastal Commission approval and certification pursuant to Public Resources Code Section 30512, 30513, and 30519.

SECTION 3. *Based on the foregoing, the City Council does hereby Amend chapter 17.71.090 Planned Development as follows:*

17.71.090 - Planned Unit Development Permit

- A. **Purpose.** The Planned Unit Development Permit is intended to provide for flexibility in the application of Development Code standards to proposed development under limited and unique circumstances. The purpose is to allow consideration of innovation in site planning and other aspects of project design, and more effective design responses to site features, uses on adjoining properties, and environmental impacts than the Development Code standards would produce without adjustment. The City expects each Planned Unit Development project to be of obvious, significantly higher quality than would be achieved through conventional design practices and standards.
- B. **Applicability.** A Planned Unit Development Permit application may be filed and processed only under the following circumstances. A Coastal Development Permit shall also be required.
1. **Minimum site area.** A Planned Unit Development Permit may be requested for a residential, commercial, industrial, or mixed-use development on a site ~~larger than five of one acres or more, with the exception that all PUDs on the former Georgia Pacific Mill Site must be at least 5 acres or more.~~
 2. **Timing of permit.** No Building or Grading Permit shall be issued on a site for which a Planned Unit Development Permit is proposed until the Planned Unit Development Permit has been approved in compliance with this Section.
 3. **Scope of approval.**
 - a. Planned Unit Development Permit approval may adjust or modify, where determined by the review authority to be necessary and justifiable, any applicable development standard of this Development Code (e.g., building height, setbacks, parking, street layout, etc.), provided that the approval shall not authorize a land use that is not allowed in the applicable zoning district by Article 2 and provided that the City makes all of the required findings consistent with Section 17.71.090(F)(1).
 - b. A project proposing increased residential density may only be approved by the Council in compliance with Chapter 17.31 (Density Bonuses and Affordable Housing Incentives).
 4. **Coastal Development Permit required.** A Coastal Development Permit shall be required for all Planned Unit Developments. Procedures for obtaining a Coastal Permit identified in Section 17.71.045 (Coastal Development Permits).
- C. **Application filing and processing.** An application shall be filed in compliance with Chapter 17.70 (Permit Application Filing and Processing). The application shall be accompanied by the information identified in the Department handout for Planned Unit Development Permit applications. It is the responsibility of the applicant to provide evidence in support of the findings, as required by Subsection F. (Commission action), below.
- D. **Review authority.** A Planned Unit Development Permit may be granted by the Commission.
- E. **Project review, notice, and hearing.**
1. **Application review.** Each Planned Unit Development Permit application shall be analyzed by the Director to ensure that the application is consistent with the

purpose and intent of this Section. The Director shall submit a staff report and recommendation to the Commission for their consideration.

2. **Public hearing.** The Commission shall conduct a public hearing on an application for a Planned **Unit** Development Permit before the approval or disapproval of the permit. Notice of the public hearing shall be provided, and the hearing shall be conducted in compliance with Chapter [17.96](#) (Public Hearings).

F. **Commission action.** Following a public hearing, the Commission may approve or disapprove a Planned **Unit** Development Permit, and shall record the decision and the findings upon which the decision is based.

1. **Required findings.** The Commission may approve a Planned **Unit** Development Permit only after first finding that:

- a. The project is consistent with the **Coastal** General Plan and any applicable specific plan, and allowed within the applicable zoning district. In addition to any other findings and/or conditions regarding the granting of a Variance or an Administrative Variance, the City shall only grant a Planned **Unit** Development Permit if the City determines that the means of accommodating the Planned **Unit** Development Permit: (1) will not have an adverse effect on coastal resources, (2) will ensure adequate services will be provided to serve the proposed development, and (3) will not displace Coastal Act priority uses. If the City determines that the means for accommodating a Planned **Unit** Development Permit will have an adverse effect on coastal resources, will not ensure adequate services will be provided to serve the proposed development, or will displace Coastal Act priority uses, the City shall deny the Planned **Unit** Development Permit.
- b. The project complies with all applicable provisions of this Development Code other than those modified by the Planned **Unit** Development Permit;
- c. The approved modifications to the development standards of this Development Code are necessary and appropriate to accommodate the superior design of the proposed project, its compatibility with adjacent land uses, and its successful mitigation of any identified environmental impacts;
- d. The development authorized by the Planned **Unit** Development Permit approval will be of significantly higher quality, more energy efficient, more conserving of resources, and will produce fewer and less serious environmental impacts than development that could otherwise occur in compliance with the requirements of this Development Code without adjustment.
- e. The project complies with all applicable provisions of the City's Design Guidelines;
- f. The project can be adequately, conveniently, and reasonably served by public facilities, services, and utilities;
- g. The planning concepts and design features of the project are reasonably suited to the characteristics of the site and the surrounding neighborhood;
- h. The location, size, planning concepts, design features, and operating characteristics of the project are and will be compatible with the character of the site, and the land uses and development intended for the surrounding neighborhood by the General Plan;
- i. The site is adequate for the project in terms of size, shape, topography, and circumstances; and

- j. The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use, or detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.
2. **Conditions of approval.** In approving a Planned **Unit** Development Permit, the Commission may impose any conditions deemed reasonable and necessary to ensure that the project will comply with the findings required by Subsection F.1.

G. Time limit and expiration.

1. A Planned **Unit** Development Permit may specify a development completion period acceptable to the review authority.
2. If a time limit is not specified in the permit, the completion period shall not exceed two years.
3. If project construction has not commenced within the required time limit, the Planned **Unit** Development Permit shall automatically be terminated and deemed void, with no further action required by the City.

H. Planned **Unit Development Permit amendment.**

1. **Commission action on requested changes.** Any requested change in the Planned **Unit** Development Permit, other than those allowed by Subparagraph 3., below, shall be submitted to the review authority that originally approved the permit for review and approval following the same review notice and hearing procedures as for the original approval. However, an approved change to a Planned **Unit** Development Permit does not replace, supersede or modify the independent requirement for a CDP approved pursuant to the otherwise applicable policies and standards of the certified LCP.
 2. **Added conditions.** The review authority may, as a condition of approval, impose added changes or conditions on the Planned **Unit** Development Permit amendment as it deems reasonable and necessary to carry out the purpose and intent of the original Planned **Unit** Development Permit and this Section. However, an approved change to a Planned **Unit** Development Permit does not replace, supersede or modify the independent requirement for a CDP approved pursuant to the otherwise applicable policies and standards of the certified LCP.
 3. **Minor changes by Director.** Minor changes in the Planned **Unit** Development Permit which do not involve an increase in building area, an increase in the number of dwelling units, or a change of use may be approved by the Director in compliance with Subparagraph 17.76.080 (Changes to an Approved Project). However, an approved change to a Planned **Unit** Development Permit does not replace, supersede or modify the independent requirement for a CDP approved pursuant to the otherwise applicable policies and standards of the certified LCP.
- I. Post approval procedures.** The procedures and requirements in Chapter [17.76](#) (Permit Implementation, Time Limits, and Extensions), and those related to appeals and revocation in Article [9](#) (Coastal Land Use and Development Code Administration), shall apply following a decision on an application for Planned **Unit** Development Permit approval. However, the procedures contained in Chapter [17.98](#) of Article [9](#) are not part of the certified LCP and shall not govern the review and approval of coastal development permits.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases may be held invalid or unconstitutional.

SECTION 5. Effective Date and Publication. This Ordinance shall become effective upon its certification by the Coastal Commission. Within fifteen (15) days after the passage of this Ordinance by the Coastal Commission, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

SECTION 6. Fort Bragg City Council does hereby approve the Zoning Amendment LCP 6-23 to Amend 17.71.090 - Planned Unit Development Permit of Division 17 of the Fort Bragg Municipal Code to Allow Planned Unit Development Permits on Parcels of 1 Acre or More.

The foregoing Ordinance was introduced by Councilmember _____ at a regular meeting of the City Council of the City of Fort Bragg held _____, and adopted at a regular meeting of the City of Fort Bragg held on February 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

Jason Godeke, Mayor

ATTEST:

Amber Weaver, Acting City Clerk

PUBLISH: Date, 2025 and Date, 2025 (by summary).
EFFECTIVE DATE: Date, 2025.

From: marie@mariejonesconsulting.com
To: "Yuwiler, Robert@Coastal"; "Kraemer, Melissa@Coastal"
Cc: speters@fortbragg.com; jwhippy@fortbragg.com
Subject: RE: LCP Amendments for Fort Bragg
Date: Monday, December 30, 2024 4:12:40 PM
Attachments: [image001.png](#)

Hello Robert,

Thanks for your comments below. I have responded to each of your comments and questions below in **Red Bold** Text.

Thanks for taking the time to review these draft ordinances.

We will be bringing them forward to the Planning Commission (in Ordinance form) at the end of January.

I will send you a final version of the recommended ordinance after the Planning Commission considers and provides a recommendation.

You can provide any additional comments at that time, and before we bring the ordinance forward to City Council for adoption and submittal.

Thanks very much.

I also have a few questions/comments below and so I look forward to receiving any additional feedback after you read those.

Marie Jones
Mariejonesconsulting.com
707-357-6480

.....

Hi Marie,

Thanks for sending over initial copies of various LCP amendments proposed for adoption in the new year. After reviewing the proposed CLUDC amendments related to Tiny Homes, Tiny Home Communities, Outdoor Dining, and Planned Unit Development Permits, we offer the following comments, suggestions, and questions on three of categories of proposed changes (we have no comments at this time on the proposed amendments to the PUD permits):

Tiny Homes:

- Consider whether the City's proposal to repeal and replace CLUDC Chapter 17.42.175 also requires updates to the General Plan Element 10 glossary for internal consistency.
Great idea. I will make appropriate revisions to the General Plan Glossary.

Tiny Home Communities

- Similar to the above comment, consider whether the City’s proposal to repeal and replace CLUDC Chapter 17.42.110 also requires updates to the General Plan Element 10 glossary for internal consistency. **Great idea. I will make appropriate revisions to the General Plan Glossary.**
- Should the reference to 17.42.115 in Table 2-6 instead refer to 17.42.110?
- We are interested in understanding why the City is proposing to disallow this use in the RR and RS residential zone districts where mobile/manufactured homes and mobile home parks currently are allowed and to allow a new, similar use, in the various Commercial Districts where mobile/manufactured homes and mobile home parks currently are not allowed. Please clarify. **There is no RR or RS zoning in the Coastal Zone portion of the City, so it seemed unnecessary to allow it in a zoning district that does not exist in Fort Bragg’s coastal zone area. We decided to allow Tiny Home communities in the Commercial zoning districts because these zoning districts allow 24 units/acre and so lend themselves well to the density of a Tiny Home Community. Additionally, most of the vacant parcels that are larger than 1 acre are in the commercial zoning districts.**
- With the proposal to repeal the existing mobile/manufactured homes and mobile home park regulations and to change the zoning districts in which similar tiny homes and manufactured home communities are allowed, we are curious whether any existing mobile/manufactured homes and/or mobile home parks in the coastal zone will become nonconforming uses. If so, consider whether any standards for nonconforming uses are necessary to add or modify. **Great Comment. I will think about this and develop some solution.**

Consider whether the proposed sign provisions of section 17.42.110-A-4-k are internally consistent with the sign standards of chapter 17.38 or whether that chapter should be cross referenced in this section. **We can cross reference the sign ordinance requirements.**

Outdoor Dining

- Proposed changes to 17.42.165(B)1 specify that “A Coastal Development Permit is required for an outdoor dining facility that includes the erection of a pavilion or tent.” To avoid any inconsistency with PRC sec. 30610, it should be clarified that a Coastal Development Permits is required for an Outdoor Dining Facility if the facility meets the definition development and is not otherwise exempt under PRC sec. 30610 and corresponding implementing regulations. **We want to allow outdoor dining on existing paved and developed areas (such as patios and landscaped gardens) without requiring a Coastal Development Permit as (per our analysis of water use) existing outdoor dining does not result in an increase in the number of customers (no increase in the intensity of a land use) and so no CDP would be required. Would you be comfortable with the following revision: *B1.Coastal Development Permit. A Coastal Development Permit is required for an Outdoor***

Dining Facility that includes the erection of a pavilion or tent. A CDP may not be required for Outdoor Dining (tables and chairs) that are located in an already developed patio or landscaped area, as determined by the Community Development Director.

- How does the city reconcile proposed changes to 17.42.165 (B)3 section d “minimum of 50’ buffer from ESHA” with General Plan element 4- Conservation, Open Space, Energy, and Parks policies OS-1.8 and OS-1.9. *“Buffers shall be of a sufficient size to ensure the biological integrity and preservation of the ESHA they are designed to protect. The width of the buffer area shall be a minimum of 100 feet, unless an applicant can demonstrate, after consultation with the California Department of Fish and Game [wildlife], other relevant resource agencies, and the city, that 100 feet is not necessary to protect the resource of that particular habitat area and the adjacent upland transitional habitat function of the buffer from possible significant disruption caused by the proposed development” (emphasis added). Consider amending the standard to something like “Outdoor dining must be located a minimum of 100 feet, consistent with OS-1.8, from any environmentally sensitive area, wetland or rare plant community. A buffer of less than 100 feet may be allowed only if found consistent with OS-1.9.” **I will revise it to the 100-foot buffer.***
- Please confirm that 17.42.165 (B)3 section e conforms with and is adequate to carry out the various water quality protection policies of the LUP. **Yes, this conforms with the stormwater requirements of the CLUDC.**
- The draft changes that we reviewed include a definition of Outdoor Dining Facility to be added to the ILUDC. Consider whether the definition should also be added to the CLUDC. **Sorry that was a typo. It should have read as 17.100 not 18.100.**
- We note that the proposed regulations apply only to restaurants that have an indoor dining component. Does the city have separate regulations for food trucks (mobile food vendors), which may also have facilities for outdoor dining? Consider whether it makes sense to broaden the regulations to include standards for mobile food vendors. **Food trucks are regulated through our Municipal Code not our Land Use and Development code. Applicants who want to have a food truck in the Coastal Zone are required to get a CDP and to follow our Muni Code requirements for Food Vending. So far everyone has chosen to avoid the CDP requirement and instead operate in the inland portion of the City.**

Thank you for consulting with us early in this process. We are happy to work with you on any of these items and recognize that there may still be changes to come with the submittal. Hope you have a happy holiday and a wonderful new year.

Best,



Robert Yuwiler
Coastal Analyst
California Coastal Commission



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin St.
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will conduct a public hearing at a regular meeting to be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on **Monday, February 24, 2025**, at Town Hall, southwest corner of Main and Laurel Streets (363 N. Main Street), Fort Bragg, California 95437. The public hearing will concern the following item:

Receive a Report, Conduct a Public Hearing, Receive Planning Commission’s Recommendation, and Introduce, by Title Only, and Waive the First Reading of Ordinances Amending the Coastal Land Use and Development Code to Regulate Tiny Homes, Park Model RVs & Mobile Homes (Ordinance 1000-2025); Tiny Home Communities (Ordinance 1001-2025); Outdoor Dining (Ordinance 1002-2025); and Planned Unit Development Permits on Parcels of 1 Acre or More (Ordinance 1003-2025). Statutorily exempt under CEQA Guidelines 15265 Adoption of Coastal Plans and Programs.

The hearing will be opened for public participation. All interested persons are invited to appear at that time to present their comments. The public comment period runs from the date this notice is published until the date of the hearing to allow sufficient time for submission of comments by mail. Written communications must be directed to the City Clerk, 416 N. Franklin Street, Fort Bragg, CA 95437, or emailed to cityclerk@fortbragg.com, and received no later than the meeting date.

The Agenda Item Summary and supporting documents that will be considered by the Councilmembers will be available for review at Fort Bragg City Hall and on the City’s website: <https://city.fortbragg.com/> 72 hours prior to the public hearing. At the conclusion of the public hearing, the City Council will consider a decision on the matter.

DATED: February 7, 2025

Maria Flynn, Administrative Assistant
Community Development Department

PUBLISH: February 13, 2025

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg in the Administrative Services Department; and that I posted this Notice in the City Hall Notice case on **February 13, 2025**.

Amber Weaver
Acting City Clerk



CIUDAD DE FORT BRAGG

Incorporada el 5 de agosto de 1889
416 N. Calle Franklin.
Fuerte Bragg, California 95437
Teléfono: (707) 961-2823
Fax: (707) 961-2802

AVISO DE AUDIENCIA PÚBLICA

POR LA PRESENTE SE NOTIFICA que el Ayuntamiento de Fort Bragg llevará a cabo una audiencia pública en una reunión regular que se llevará a cabo a las 6:00 p. m., o tan pronto como se escuche el asunto, el **lunes, 24 de febrero de 2025**, en el Ayuntamiento, esquina suroeste de las calles Main y Laurel (363 N. Main Street), Fort Bragg, California 95437. La audiencia pública tratará el siguiente tema:

Recibir un informe, realizar una audiencia pública, recibir la recomendación de la Comisión de Planificación y presentar, solo por título, y renunciar a la primera lectura de las ordenanzas que modifican el Código de uso y desarrollo de tierras costeras para regular las casas pequeñas, los vehículos recreativos modelo de parque y las casas móviles (Ordenanza 1000-2025); las comunidades de casas pequeñas (Ordenanza 1001-2025); los comedores al aire libre (Ordenanza 1002-2025); y los permisos de desarrollo de unidades planificadas en parcelas de 1 acre o más (Ordenanza 1003-2025). Exento por estatuto según las Directrices 15265 de la CEQA sobre Adopción de planes y programas costeros.

La audiencia estará abierta a la participación del público. Se invita a todas las personas interesadas a presentarse en ese momento para presentar sus comentarios. El período de comentarios públicos se extiende desde la fecha de publicación de este aviso hasta la fecha de la audiencia para permitir tiempo suficiente para la presentación de comentarios por correo. Las comunicaciones escritas deben dirigirse al Secretario de la Ciudad, 416 N. Franklin Street, Fort Bragg, CA 95437, o enviarse por correo electrónico a cityclerk@fortbragg.com, y recibirse a más tardar en la fecha de la reunión.

El resumen de los puntos de la agenda y los documentos de apoyo que serán considerados por los miembros del consejo estarán disponibles para su revisión en el Ayuntamiento de Fort Bragg y en el sitio web de la ciudad: <https://city.fortbragg.com/> 72 horas antes de la audiencia pública. Al concluir la audiencia pública, el Ayuntamiento considerará una decisión sobre el asunto.

FECHA: 7 de febrero de 2025

Maria Flynn, Asistente Administrativa
Departamento de Desarrollo Comunitario

PUBLICACIÓN: 13 de febrero de 2025

ESTADO DE CALIFORNIA)
) artículos.
COUNTY OF MENDOCINO)

Declaro, bajo pena de perjurio, que soy empleado de la Ciudad de Fort Bragg en el Departamento de Servicios Administrativos; y que publiqué este Aviso en la caja de Avisos del Ayuntamiento el **13 de febrero de 2025**.

Tejedora de ámbar
Secretario municipal interino



City of Fort Bragg

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

Text File

File Number: 25-8

Agenda Date: 2/24/2025

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Staff Report

Agenda Number: 7B.

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



CITY COUNCIL STAFF REPORT

TO: Fort Bragg City Council **DATE:** February 24, 2025

DEPARTMENT: Community Development Department

PREPARED BY: Marie Jones, Marie Jones Consulting

PRESENTER: Marie Jones, Marie Jones Consulting

AGENDA TITLE: Receive a Report, Conduct a Public Hearing, Receive Planning Commission's Recommendation, and Introduce, by Title Only, and Waive the First Reading of Ordinances Amending the Inland Land Use and Development Code (Ordinance 1004-2025) and the Coastal Land Use and Development Code (Ordinance 1005-2025) to Comply with Recent Changes in State of California Housing Law Related to Accessory Dwelling Units. Statutorily exempt under CEQA Guidelines 15265 Adoption of Coastal Plans and Programs and 15282 (h)The adoption of an ordinance regarding second units in a single-family or multi-family residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code.

RECOMMENDATION

1. Adopt:

- a. Ordinance 1004-2025 Amending Division 18 to the Fort Bragg Municipal Code to Amend Chapter 18.21.030(B)(C) & 18.21.050 "Zoning Districts And Allowable Land Uses," to Repeal and Replace 18.42.170 "Accessory Dwelling Units" and to Amend Chapter 18.71.050 "Design Review" And Chapter 18.100 "Definitions" to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.
- b. Ordinance 1005-2025 Amending Division 17 to the Fort Bragg Municipal Code to Amend Chapter 17.21.030(B)(C) & 17.21.050 "Zoning Districts And Allowable Land Uses", to Repeal and Replace 17.42.170 "Accessory Dwelling Units" and to Amend Chapter 17.71.050 "Design Review" and Chapter 17.100 "Definitions" to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law; and

BACKGROUND

To increase housing production and improve housing affordability, Governor Newsom has signed new housing bills into law in 2023 and 2024. Our current zoning ordinance no longer complies with state law due to new State regulations. In 2023 the City amended the Accessory Dwelling Unit (ADU) ordinance to comply with state law. However, State law has again changed in 2023 and 2024, and the City must again update the ADU ordinances.

AGENDA ITEM NO. XX

As part of the approval process for the City 2023 ordinance, Marie Jones Consulting (MJC) submitted the draft ordinance to the California Department of Housing and Community Development (HCD) in April of 2023 for comment and review. It was through this process that MJC discovered that State Law had significantly changed, and the City received HCD review letters on September 14, 2024 (Inland Land Use and Development Code (ILUDC)) and November 13, 2024 (Coastal Land Use and Development Code (CLUDC)) (Attachments 3 and 4). The changes required to make the ordinances compliant with State law are noted in red text in the attached draft ordinances (Attachments 1 and 2). As noted in the ordinance findings section, MJC is recommending that the City not comply with three of HCD's interpretations of State law, see below.

10. The City finds, contrary to HCD's reviews of Fort Bragg's draft ordinance dated September 5, 2024, and November 12, 2024, that State Law:

- a) Does not require the City to make JADU's available as vacation rentals. State law only prohibits detached ADU's from being used as vacation rentals but is silent on the regulation of JADUs as vacation rentals. The City has a blanket prohibition on vacation rentals in residential zoning districts to ensure the ongoing availability of housing for residents. All regulatory authority which is not explicitly denied to the local jurisdiction by the state, is retained by the local jurisdiction.
- b) Does not require the City to disallow ADUs located above garages. Garages are considered part of the primary dwelling unit (whether attached or detached), and therefore state law can be interpreted to allow ADU's on top of existing or proposed garages. The City has a network of alleys with access to garages from the alley, making ADUs on top of garages good urban design as it facilitates the retention of parking while allowing the construction of an ADU.
- c) Does not require the City to list height limits for ADUs located within ½ mile of a major transit stop, because the City does not have any major transit stops or high-quality transit corridors as defined by state law.

Additionally, the Coastal Commission has requested that the Local Coastal Program (LCP) amendment submittal be in the form of an ordinance rather than a resolution. MJC has therefore prepared an Ordinance for the City Council to adopt as part of the Local Coastal Program submittal.

Finally, comments provided by the City Attorney office have also been incorporated into both ordinances.

DISCUSSION AND ANALYSIS

The City Council can recommend ordinance modifications to comply with the above two HCD staff interpretations. The City Council has limited leeway to shape this ordinance beyond this, as no other changes can be made to the ordinance, to ensure compliance with State law.

The revised ADU ordinances include the following significant changes to comply with new State ADU law:

1. Parcels can now have three ADUs in addition to a Single-Family Home, including an attached or detached ADU, a junior ADU and a Converted ADU. The converted ADU option is new.

2. State ADU law defines Multifamily Housing as two or more units, while the City has always defined a multifamily project as three or more units. The ordinance has retained the City's definition for the purpose of deciding who must comply with multifamily housing requirements and use permit requirements (duplexes do not currently have to comply with these requirements) and adopted the State's definition only for implementation of ADU law.
3. State law does not allow the City to impose any objective or subjective design review requirements for ADUs beyond what is spelled out in the ordinance.
4. Increases the number of permissible ADUs for multifamily projects from a limit of 2 to a number that matches the total number of existing multifamily units up to a maximum of 8 ADU units. For example, a fourplex could add four ADUs, a triplex could add three ADUs, while a ten-unit apartment can only add 8 ADUs.
5. A pre-existing non-conforming accessory structure (garage, barn, shop, etc.) can be converted to an ADU, without a limit as to the time of construction of the pre-existing accessory structure and the resulting ADU is not subject to size limits, setbacks, or height limits of the ordinance.
6. The ordinance established new height limits for ADUs.
7. A Junior Accessory Dwelling Unit (JADU) can share a bathroom with the Single-Family Home.

FISCAL IMPACT/FUNDING SOURCE

Reducing or eliminating the Capacity Fee for ADUs would result in the City investing more funds from other sources in capital improvements related to sewer and water infrastructure.

ENVIRONMENTAL ANALYSIS

The proposed amendment to the Coastal Land Use and Development Code is part of the City's Local Coastal Program and will be submitted to the California Coastal Commission for certification. Therefore, the proposed project is statutorily exempt from further environmental review under CEQA Guidelines 15265 Adoption of Coastal Plans and Programs. Additionally, the proposed ILUDC amendment is statutorily exempt under CEQA Guidelines 15282(h): The adoption of an ordinance regarding second units in a single-family or multi-family residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code.

Greenhouse gas emissions would be reduced as the amendments would increase residential density which will reduce the miles traveled by residents to access services, jobs, and community resources.

COMMUNITY OUTREACH

ADUs have been discussed at all housing forums at the City of Fort Bragg and generally the community is very supportive of ADUs and relaxation of the code to allow construction of more types of ADUs.

STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

The consistency of the proposed ADU ordinance has been analyzed as part of the ordinance adoption process, please see the General Plan Consistency Analysis (Attachment 3).

IMPLEMENTATION/TIMEFRAMES

While the City is adopting a local ADU ordinance, state law still has full effect as law within the City. So individuals who want to establish second units under state law can do so even before the ordinance is fully adopted locally.

ADU regulations in the Coastal Zone must also be adopted for compliance with State law. Changes to the Coastal Land Use Development Code are part of the Local Coastal Plan and require Coastal Commission certification and a separate review and approval process. For the CLUDC amendment the City is the applicant, and the Coastal Commission is the deciding body. Here is a brief timeline for how both amendments will move through the process:

Inland LUDC Zoning Code Amendment	Potential Timeline
Planning Commission Public Hearing and Recommendation to City Council	Jan 2025
City Council – Public Hearing and 1 st Reading of Ordinance	Feb 2025
City Council – 2 nd Reading of Ordinance	March 2025
Ordinance becomes effective	April 2025

Coastal LUDC Zoning Code Amendment	Potential Timeline
Planning Commission Public Hearing and Recommendation to City Council	Jan 2025
City Council – Public Hearing and Adoption of Resolution Transmitting Zoning Amendment to Coastal Commission	Feb 2025
Coastal Commission Review	May 2025

COMMITTEE REVIEW AND RECOMMENDATIONS

On January 29, 2025, the Planning Commission adopted a resolution recommending that the City Council amend Chapters 17 and 18 to the Fort Bragg Municipal Code regarding Accessory Dwelling Units.

ALTERNATIVES

The City could decide not to adopt an ADU ordinance and could instead just implement state law with regard to ADUs.

ATTACHMENTS

- 1) Ordinance 1004-2025 Amending Division 18 to the Fort Bragg Municipal Code to Amend Chapter 18.21.030(B)(C) & 18.21.050 “Zoning Districts And Allowable Land Uses”, to Repeal and Replace 18.42.170 “Accessory Dwelling Units” and to Amend

- Chapter 18.71.050 “Design Review” And Chapter 18.100 “Definitions” to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.
- 2) Ordinance 1005-2025 Amending Division 17 to the Fort Bragg Municipal Code to Amend Chapter 17.21.030(B)(C) & 17.21.050 “Zoning Districts And Allowable Land Uses”, to Repeal and Replace 17.42.170 “Accessory Dwelling Units” and to Amend Chapter 17.71.050 “Design Review” and Chapter 17.100 “Definitions” to Establish Regulations and Standards for Accessory Dwelling Units Pursuant to State Law.
 - 3) Resolution of the Fort Bragg Planning Commission recommending the City Council adopt the ADU ordinances.
 - 4) HCD September 5, 2024 Review Letter
 - 5) HCD November 13, 2024 Review Letter
 - 6) Notice of Public Hearing

NOTIFICATION

1. “Notify Me” Housing Subscriber List

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE AMENDING DIVISION 18 OF THE FORT BRAGG MUNICIPAL CODE (ILUDC 2-25) TO AMEND CHAPTER 18.21.030(B)(C) & 18.21.050 "ZONING DISTRICTS AND ALLOWABLE LAND USES", TO REPEAL AND REPLACE 18.42.170 "ACCESSORY DWELLING UNITS", TO AMEND CHAPTER 18.71.050 "DESIGN REVIEW" AND TO AMEND CHAPTER 18.100 "DEFINITIONS" TO ESTABLISH REGULATIONS AND STANDARDS FOR ACCESSORY DWELLING UNITS PURSUANT TO STATE LAW.

ORDINANCE NO. 1004-2025

WHEREAS, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the "City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, the City of Fort Bragg ("City") adopted a General Plan in 2002 which established policies for all lands within Fort Bragg city limits and its sphere of influence; and

WHEREAS, the City of Fort Bragg ("City") adopted an Inland General Plan and certified an Environmental Impact Report Addendum ("EIR Addendum") for the General Plan on December 2, 2012; and

WHEREAS, the City of Fort Bragg ("City") adopted an Inland Land Use and Development Code and Negative Declaration on February 10, 2014; and

WHEREAS, the adoption of an Inland Land Use and Development Code is necessary to: 1) provide a regulatory framework for implementation of the Inland General Plan; 2) to implement new state planning and land use requirements; and 3) update zoning regulations in accordance with City Council policy direction; and

WHEREAS, the availability of housing is a substantial concern for individuals of all demographics, ages, and economic backgrounds in communities throughout the State of California; and

WHEREAS, Accessory Dwelling Units ("ADUs") offer lower-cost housing to meet the needs of the existing and future residents while ensuring that they remain compatible with the existing neighborhood; and

WHEREAS, the 2009, 2014, and 2019 Housing Element updates include policies and

programs that support and create affordable housing, a diverse range of housing types and provisions for Accessory Dwelling Units; and

WHEREAS, In 2020, the City Council adopted Ordinance 20-609 to amend the Inland Land Use and Development Code (ILUDC) that meet some of the requirements of the new state laws; and

WHEREAS, the City desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

WHEREAS, State law has continually been amended with regard to Accessory Dwelling Units (“ADUs”) and Junior Accessory Dwelling Units (“JADUs”) since the last revisions to the City’s regulations on this topics; and

WHEREAS, the City desires to bring its regulations into compliance with State law; and

WHEREAS, the Department of Housing and Community Development (“HCD”) provided a review of the City’s draft Ordinance and provided comments; and

WHEREAS, staff has addressed all of HCD’s comments except as noted herein; and

WHEREAS, Section 18.94.040 states that the Planning Commission shall forward a written recommendation, and reasons for the recommendations, to the Council based on the findings identified in Section 18.94.060; and

WHEREAS, the Planning Commission held a duly noticed public hearing on January 29, 2025, to consider the Zoning Amendment, accept public testimony; and formally adopted a resolution with their written recommendations regarding the proposed ordinance changes; and

WHEREAS, the City Council held a duly noticed public hearing on February 24, 2025, to consider the Zoning Amendment, accept public testimony; and formally Introduce the Ordinance by Title Only; and

WHEREAS, the project is exempt from CEQA, under Public Resources Code Section 21080.17 and State CEQA Guidelines Section 15282(h), adoption of an ordinance regarding ADU/JADUs in areas zoned to allow single-family or multifamily dwelling residential use by a city or county.

NOW, THEREFORE, The Fort Bragg City Council, based on the entirety of the record before it, which includes without limitation, CEQA Public Resources Code §21000, et seq. and State CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg Inland General Plan; the Fort Bragg Inland Land Use and Development Code; State law; all reports and public testimony submitted as part of the City Council meeting of February 24, 2025 and City Council deliberations; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the Fort Bragg City Council **does ordains as follows**:

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

1. The foregoing recitals are true and correct and made a part of this Ordinance; and
2. On January 29, 2025, the Planning Commission held a properly noticed public hearing to

consider recommending the proposed minor amendment to the Inland Land Use and Development Code to the Fort Bragg City Council for adoption and adopted a resolution in support of the City Council's adoption of the minor amendment to the CLUDC pursuant to Gov. Code Section 65355.

3. On February 24, 2025, the City Council held a properly noticed public hearing to consider adoption of the minor amendment to the Inland Land Use and Development Code.
4. The proposed ILUDC 2-25 amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City as it intends amendments to be consistent with recently adopted State laws; and
5. The proposed amendment is consistent with the General Plan Policies and Programs, including Policy H-1.3 Secondary Dwelling Units; and any applicable specific plan; and
 - a. The proposed project is consistent with the land use designations of the Land Use Element of the General Plan because state law does not allow local jurisdictions to include the three units allowed through an ADU law in density calculations. Thus, while the amendments will allow "higher" residential densities, State law does not allow local jurisdictions to count these increases in density towards density limitations. Thus, density limitations do not need to be modified in the Land Use Element.
 - b. The proposed amendment is consistent with the following applicable General Plan policies: Policy LU-6.1, Policy PF-1.2, Policy PF-1.1, Policy PF-2.1, Policy CD-9.2, Policy H-1.3, Policy H-1.6, and Policy H-3.2.
6. The proposed amendment is internally consistent with other applicable provisions of the Inland Land Use Development Code, including its Chapters 18.42, 18.71, 18.100, and others; and
7. The proposed amendment is consistent with ILUDC standards, with the following State mandated exceptions:
 - a. Lot Coverage: As mandated by State law, housing units developed as a consequence of this ordinance must be exempt from lot coverage calculations if one 800 SF ADU cannot otherwise be constructed.
 - b. Setbacks: As mandated by State law, housing units developed as a consequence of this ordinance have an exception from the code requiring only 4-foot setbacks on the rear and side property lines. Additionally, front yard setbacks must be reduced if one 800 SF ADU cannot otherwise be constructed on a lot.
 - c. Parking and Traffic: In compliance with State law, the City Council may not require off-street parking for an ADU. In the case of a garage conversion to an ADU, the converted parking spaces do not have to be replaced.
 - d. Public Improvement Requirements. Under the amended code per State law, the City would not be able to require new sidewalks or other improvements required in Section 18.30.090 for ADUs.
8. The project is exempt from CEQA, under Public Resources Code Section 21080.17 and State CEQA Guidelines Section 15282(h), adoption of an ordinance regarding ADU/JADUs in areas zoned to allow single-family or multifamily dwelling residential use by a city or county; and
9. The documents and other material constituting the record for these proceedings are located at the Community Development Department; and
10. The City finds, contrary to HCD's reviews of Fort Bragg's draft ordinance dated September 5, 2024 and November 12, 2024, that State Law:
 - a. Does not require the City to make JADU's available as vacation rentals. State

law only prohibits detached ADU's from being used as vacation rentals but is silent on the regulation of JADUs as vacation rentals. The City has a blanket prohibition on vacation rentals in residential zoning districts to ensure the ongoing availability of housing for residents. All regulatory authority which is not explicitly denied to the local jurisdiction by the state, is retained by the local jurisdiction.

- b. Does not require the City to disallow ADUs located above garages. Garages are considered part of the primary dwelling unit (whether attached or detached), and therefore state law can be interpreted to allow ADU's on top of existing or proposed garages. The City has a network of alleys with access to garages from the alley, making ADU placement on top of garages results in good urban design and facilitates the retention of parking while allowing the construction of an ADU.

Section 2. Based on the foregoing, the City Council hereby:

Amends Title 18.21.030 & 18.21.050 Land Use Tables as follows:

Amends 18.21.030(B) Table 2-1 Allowable Land Uses and Permit Requirements for Residential Zoning Districts:

TABLE 2-1 Allowed Land Uses and Permit Requirements for Residential Zoning Districts	P		Permitted Use, Zoning Clearance required				Specific Use Regulations
	MUP	UP	Minor Use Permit required (see Section 18.71.060)				
	S	—	Use Permit required (see Section 18.71.060)				
	Permit requirement set by Specific Use Regulations						
LAND USE (1)	PERMIT REQUIRED BY DISTRICT						Specific Use Regulations
	RR	RS	RL	RM	RH	RVH	
RESIDENTIAL USES							
Duplex	P	P	P	P	P	P	18.42.170
Single-family Primary Residential Unit	P	P	P	P	P	P	

Amends 18.22.030(C) Table 2-6 Allowable Land Uses and Permit Requirements for Commercial Zoning Districts:

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	P		Permitted Use, Zoning Clearance required				Specific Use Regulations
	MUP	UP	Minor Use Permit required (see Section 18.71.060)				
	S	—	Use Permit required (see Section 18.71.060)				
	Permit requirement set by Specific Use Regulations						
LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations	
	CN	CO	CBD	CG	CH		
RESIDENTIAL USES							

Residential component mixed use project	P	P	P(2)	UP	UP	18.42.100
Primary Single-Family Residential Unit	P(3)	--	P(4)	P(4)	--	
ADU/JADU	P(5)	P(5)	P(5)	P(5)	P(5)	18.42.170

- (4) Use permitted only for existing ~~non conforming single-family homes structures~~ that have the appearance of a ~~primary dwelling unit single-family home~~, per the Citywide Design Guidelines.
- (5) Use permitted only on parcels with an existing ~~non-conforming~~ single family primary unit or existing/proposed multifamily development, and only in compliance with § 18.42.170.
- (6) Use permitted only on parcels within an existing non-conforming single-family home and only in compliance with § 18.42.170.

Amends Table 2-4 to clarify that a duplex would be allowed in lieu of a single-family residential unit:

TABLE 2-4 - RR, RS, AND RL DISTRICT DEVELOPMENT STANDARDS

Development Feature	Requirement by Zoning District		
	RR Rural Residential	RS Suburban Residential	RL Low Density Residential
Density	Maximum number of dwelling units allowed on a single parcel.		
	1 single-family home dwelling unit or one duplex per parcel; or 1 single-family home dwelling unit , and one converted ADU, and one detached or attached ADU, and one JADU, where allowed by 18.42.170 .		

Section 3. 18.42.180 Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU)

Chapter 18.42.180 is hereby repealed and replaced in its entirety as follows:

Purpose. This Section establishes standards for ~~two types of residential second units:~~ accessory dwelling units (ADU); and junior accessory dwelling units (JADU), where allowed by Article 2 (Zoning Districts and Allowable Land Uses) and in compliance with California Government Code ~~65852-65853.13.~~ (66310--66342).

- “Accessory Dwelling Unit” means an attached, detached or converted residential dwelling unit that provides complete independent living facilities for one or more persons. ADUs shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as ~~the a proposed or existing~~ single-family residential unit or multifamily dwelling structure. An “Accessory Dwelling Unit” also includes the following: an efficiency unit or a manufactured home, as defined in Section 18007 of the Health and Safety Code.
- “Junior accessory dwelling unit” means a living space not more than 500 square feet in size and contained entirely within the walls of a single-family residential unit, including an attached garage. A JADU shall include permanent provisions for living, sleeping, eating and cooking. ~~and sanitation~~ (Sanitation facilities may be separate or may be shared with the primary unit).
- “Multi-Family Housing.” For purposes of this Section only, a dwelling unit is the part of a structure that contains two or more other dwelling units. Multi-family dwellings include duplexes, triplexes, fourplexes (buildings under one ownership with three, or more dwelling units in the same structure); apartments (five or more units under one ownership in a single building); and townhouse developments (three or more attached dwellings where no unit is

located over another unit), and other building types containing multiple dwelling units (for example, courtyard housing, rowhouses, stacked flats, etc.).

~~A ADU/JADU that does not comply with this section is subject to the standards of 18.42.185—Two Unit Development or the Zoning District or Article 3 Site Planning and Project Design Standards.~~

A. Review & Approval Process.

1. **Deemed Approved.** An application for the creation of an ADU or JADU shall be deemed approved either (not just subject to Ministerial Approval) if the City has not acted on the completed application within 60 days or at the time of approval of the new Single-Family Home on the parcel. ~~(65852-2a3).~~
2. **Ministerial Approval.** Ministerial approval is required for an ADU and/or JADU on parcels located in all residential and commercial zoning districts. ~~The City of Fort Bragg shall not impose any objective development or design standard that is not authorized by this section upon any accessory dwelling unit (attached, detached, conversion, JADU, or ADUs that are requested as part of a planned or existing multifamily project) that meets the requirements of this section.~~
3. **Demolition Permits.** The demolition permit for a detached garage that is to be replaced with an ADU shall be reviewed and issued prior to or at the same time as the building permit for ADU.

B. Location, Number & Size of Units. ADUs in compliance with this section ~~or California Government Code 65852-65853.13~~ shall be allowed as follows:

1. On a lot with an existing or proposed single-family residential unit:
 - a. One JADU constructed within an existing or proposed single residential unit, which complies with the requirements of 18.42.170 (K)(3); and/or
 - b. One new attached or detached ADU, that complies with the requirements of 18.42.170 (K) (1 or 2); and/or
 - c. One Conversion ADU that is within the proposed or existing space of a single-family dwelling, attached garage or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress. The space has exterior access from the proposed or existing single-family dwelling and the side and rear setbacks are sufficient for fire and safety.
2. On a lot with an existing multifamily dwelling:
 - a. **Interior ADUs.** ADUs may be constructed in areas that are not used as livable space within an existing multifamily attached or detached structure (i.e., storage rooms, boiler rooms, passageways, attics, basements, or garages), provided the spaces meet state building standards for dwellings. The number of interior ADUs permitted on the lot shall not exceed 25% of the current number of units of the multifamily complex on the lot and at least ~~1~~ two such units shall be allowed. Units constructed pursuant to this Subsection shall not exceed ~~1,200~~ 50% of the floor area of the median unit size in the multifamily project floor area; and
 - b. **Detached ADUs.** ~~Up to 1 additional detached ADUs may be constructed, provided they are no taller than 16-18 feet, and they have at least 4 feet of side and rear yard setbacks.~~
 - i. On a lot with an existing multifamily dwelling, a maximum of eight detached accessory dwelling units; however, the total number of ADUs shall not exceed the number of existing units on the lot.
 - ii. On a lot with a proposed multifamily dwelling, not more than two detached accessory dwelling units.
 - c. **Condominiums.** ADU and JADUs are permitted within condominiums as rentals or homeowner-occupied units, ~~however, no less than 25% of all ADUs in condominiums must be rented.~~

C. Conversion of Accessory Structures or Existing Living Area to ADUs. The conversion of a pre-existing ~~(pre-existing prior to the date of the adoption of the ordinance)~~ accessory structure (garage, barn, shed, etc.) or portion of an existing

accessory structure or living area (within a single or multi-family unit) to an ADU is not subject to size limits, setback or height limitations of this ordinance. ~~ADUs proposed for accessory structures that are expanded in size by more than 150-SF are subject to the size limitations of this ordinance.~~

- D. **Density.** Both ADUs and JADUs shall be exempted from the calculation of the maximum allowable density for the lot on which it is located and shall be deemed to be a residential use that is consistent with the existing General Plan and zoning designation for the lot.
- E. **Lot Size.** There is no minimum lot size for ADUs ~~and~~ or JADUs.
- F. **Lot Coverage.** Projects are required to conform to Lot Coverage requirements for their zoning district unless lot coverage requirements do not allow at least one 800-square-foot ADU/JADU, in which case the lot coverage requirement shall be waived. ~~Detached, new construction ADUs on multifamily properties are not subject to the lot coverage requirement. Conversion ADUs on single-family properties may include a 150 square foot addition in order to facilitate ingress and this expansion is exempt from the lot coverage requirement.~~
- G. **Timing.** An ADU may be constructed ~~before,~~ with or after the primary dwelling unit(s). ~~The primary dwelling must receive a certificate of occupancy prior to the ADU.~~ In addition, an existing dwelling that complies with the standards for ~~an ADU second-unit~~ in Subsection (K) of this Section may be considered an ADU ~~second-unit~~, and a new primary unit may be constructed.
- H. **Sale of ADUs JADUs.** The separate sale or conveyance of an ADU as a tenancy in common (TIC) is permitted if: 1) both the primary unit and the ADU were built or developed by a qualified non-profit whose mission is to provide housing units to low-income households; 2) an enforceable restriction is placed on the property between the low-income buyer and the non-profit that satisfies the requirements of Section 402.1 of the Revenue and tax code; and ~~3) the property is held as a tenants in common that includes all the requirements of Section 66341 of the government code. Additionally, the ADU shall have separate water, sewer, and electrical utility connections. 3) the entire property is subject to affordability restrictions to assure that the ADU and the primary dwelling unit are preserved for low-income housing for 45 years.~~
- I. **Short-term Rentals Prohibited.** Accessory dwelling units and JADUs shall not be rented for periods of less than 31 days.
- J. **Deed Restriction.** Prior to the issuance of a building permit for an JADU, the owner shall record a deed restriction in a form approved by the City that includes: 1) a prohibition on the sale of the JADU separate from the sale of the primary residential unit ~~(except in the case of H above or Urban Lot Split (18.84.045); and 2) a prohibition on short term rentals, and: 3) in the case of a JADU~~ restricts the size and attributes of the JADU to conformance with ~~this~~ section 66333 of the Government Code.
- K. **ADU/JADU Standards.**
1. **Exceptions to Accommodate at least one 800 SF ADU and one JADU.** The Community Development Director shall modify or eliminate objective development standards if they prevent the construction of ~~a JADU and/or~~ an ADU of at least 800 square feet in size, ~~and 16 feet in height with 4-foot setbacks on any lot. Objective development standards shall be modified with the following to be considered last to allow an 800-SF unit: changes to parking requirements, front setbacks, and/or height limits.~~
 2. **Accessory Dwelling Unit.** An ADU shall comply with the following standards:
 - a. **Location.** An ADU may be located on the front, the back, or the side of a parcel and it may be larger or smaller than the primary single-family residential unit so long as it complies with the size limitations of this code. An ADU can be (i) a remodeled portion of a primary dwelling unit; (ii) attached to a primary dwelling unit; (iii) one of the units of a duplex (iv) a detached unit ~~or~~ (v) located in a converted Accessory Structure such

- as a shop or garage or (vi) one of the units of a multifamily structure.
- b. **Height limit.** A detached ADU shall be limited to a maximum height as follows: ~~of 16 feet.~~
 - i. A height of 16 feet for a detached ADU on a lot with an existing or proposed single family dwelling unit. An additional two feet in height is permissible to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.
 - ii. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. A local agency shall also allow an additional two feet in height to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.
 - iii. A height of 18 feet for a detached ADU on a lot with an existing or proposed multifamily dwelling. An additional two feet in height is permissible to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.
 - vi. A height of 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a single-family or multifamily dwelling.
 - v. ADUs are also permitted over a garage and are limited to 28 ft in height.
 - c. **Setbacks.** An ADU shall have a minimum rear and side setback of 4 feet unless the ~~second-unit~~ ADU is located in a nonconforming structure as defined by § 18.90.020. Notwithstanding the foregoing, no setbacks are required for ADUs that are conversions of existing living areas or existing accessory structures, or for any new structures in the same location and to the same dimensions as an existing structure, or for expansions of existing structures that have less than a four-foot rear or side yard setback ~~so long as the expansion conforms with the existing structure's existing setback~~ and are sufficient for fire and safety based on the requirement of the California Building Code and type of construction. Front yard setbacks are defined in 18.22, however, a reduced front setback is required if the applicant is precluded by the strict application of the setback requirements from building at least one 800 SF ADU on the property.
 - d. **Maximum floor area.** The maximum floor area of a detached ADU shall not exceed 1,200 square feet and the maximum floor area for an attached ADU shall be 50% of the existing primary dwelling unit. The conversion of an existing structure to an ADU shall not be limited in size so long as it is enclosed within the existing structure.
 - e. **Separate entrance required.** An attached ADU shall have an entrance separate from the entrance to the primary dwelling.
 - f. **Building code compliance.** Fire sprinklers shall not be required if they are not required for the primary residence. ~~Construction of an ADU shall not trigger the requirement for fire sprinklers in the primary dwelling.~~
3. **Junior Accessory Dwelling Unit.** A JADU shall comply with the following standards:
- a. **Location.** JADUs may be located in an attached garage or within the walls of the primary dwelling. JADUs are allowed to share bathroom facilities with the primary dwelling. JADUs are not permitted in detached accessory structures or ADUs.
 - b. **Maximum floor area.** The living space shall not exceed 500 square feet in size and shall be contained entirely within the walls of an existing or proposed single residential unit.
 - c. **Separate entrance required.** A JADU shall have a separate entrance from the main entrance to the primary residence. ~~If a JADU unit does not include a separate bathroom, the ADU shall also include an interior entry to the main living area of the single-family unit.~~
 - d. **Efficiency kitchen.** A JADU shall include an efficiency kitchen with cooking appliances, a food preparation counter, and storage cabinets reasonably sized in relation to the unit.
 - e. **Fire protection.** ~~No separate connection between the junior accessory dwelling unit and the utility shall be required for units created within a single residential unit unless the junior accessory dwelling unit is being constructed in connection with a new single residential unit.~~ For purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling

unit.

- f. **Utility service.** For the purpose of providing service for water, sewer, or power, a JADU unit shall not be considered a separate or new unit and shall not require separate connections or fee., ~~unless the JADU was constructed in conjunction with a new single residential unit.~~
- g. **Owner occupancy.** Owner-occupancy of either the remaining portion of the single-family home of the JADU is required unless the JADU is created by a governmental agency, land trust or housing organization.

L. **Building Code Compliance.** The construction of an accessory dwelling unit shall not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the building official makes a written finding based on substantial evidence in the record that the construction of the accessory dwelling unit could have a specific, adverse impact on public health and safety. The City may change the occupancy code of a space that was uninhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this section.

M. **Parking Requirements**

- 1. **ADU/JADU Parking Exemptions & Requirements:** No on-site parking is required. On-site parking is permitted within rear and side yard setbacks or through tandem parking, unless findings are made that parking in setbacks or tandem parking is not feasible based upon specific topographical or fire and life safety conditions.
- 2. **Replacement Parking Exemption.** No replacement parking space(s) are required for the primary unit, when a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an ADU or JADU.

~~N. **Solar Requirements.** New, non-manufactured, detached ADUs shall install solar in compliance with the California Building Code. No other ADUs are subject to the Building Code's solar requirements.~~

O. **No Capacity or Impact Fees.** JADUs are exempt from paying capacity or impact fees. ADUs of less than 750 SF or less and ADUs of any size created from the conversion of a portion of a single-family home are exempt from paying capacity and impact fees. Other ADU types (detached, new attached, detached conversion) that are greater than 750 SF shall pay a prorated share of the capacity and impact fees.

P. **No off-site Improvements.** No physical improvements, such as installation of sidewalks or off-site drainage improvements, shall be required for the creation or conversion of an ADU or JADU.

Q. **No Correction of Nonconforming Zoning Conditions.** The City shall not deny an application for a permit for an ADU nor require an applicant ~~shall not be required~~ to correct existing non-conforming zoning or building code violations or obtain permits for unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit (Section 17920.3 of the Health and Safety Code) ~~conditions~~ as part of the creation or conversion of an ADU or JADU.

R. **Non-Conforming ADUs.** An existing substandard ADU or JADU shall have five years to correct a violation so long as the violation is not a health and safety issue as determined by the Building Department.

- 1. The City shall not deny a permit for an unpermitted ADU or JADU that was constructed before January 1, 2020, if the ADU/JADU is: 1) in violation of building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code; or 2) Article 2 or Article 2 and Article 3 (Government Code Sections 66314-66339), as applicable, or any local ordinance regulating accessory dwelling units or junior accessory dwelling units.
- 2. A homeowner applying for a permit for a previously unpermitted accessory dwelling unit or junior accessory dwelling unit constructed before January 1, 2020, shall not be required to pay impact fees or connection or

capacity charges except when utility infrastructure is required to comply with Section 17920.3 of the Health and Safety Code.

3. Upon receiving an application to permit a previously unpermitted ADU or JADU, constructed before January 1, 2020, a building inspector shall inspect the unit for compliance with health and safety standards and provide recommendations to comply with health and safety standards necessary to obtain a permit. If the inspector finds noncompliance with health and safety standards (per Section 17920.3 of the Health and Safety Code), the local agency shall not penalize an applicant for having the unpermitted ADU or JADU and shall approve necessary permits to correct noncompliance with health and safety standards.

- S. **Restrictive Covenants Void.** ADUs and JADUs shall be allowed on all parcels regardless of ~~any~~ covenants, conditions or restrictions ~~that have been placed on the property; such restrictions are void and unenforceable as enumerated in Civil Code 4751.~~

Section 4. 18.71.050 Design Review Amendment

Chapter 18.71.050 is hereby amended as follows:

2. **Improvements are subject to Design Review by the Director.** The following improvements shall be subject to Design Review by the Director, except when in conjunction with a development project. If in conjunction with a development project, each of the following shall be subject to review and approval by the Commission:

- a. ~~The construction or rehabilitation/remodeling of a secondary dwelling unit or duplex;~~
- b. The construction or rehabilitation/remodeling/addition of any detached accessory structure or garage that exceeds 16 feet in height.
- c. Removal of natural ground cover, trees, or vegetation;
- d. Installation of a fence, wall, or retaining wall visible from a public right-of-way;
- e. Landscaping including vegetation, irrigation systems, and low-level lighting;
- f. Signs included with plans for any project listed above, and that do not require Commission review; or
- g. Exterior lighting.

3. **Improvements exempt from Design Review.** The following improvements are exempt from Design Review:

- a. ~~The construction or rehabilitation/remodeling of any ADU, JADU or duplex;~~
- b. One single-family dwelling on a single parcel, including any related accessory structures;
- c. Structural improvements not visible from a public right-of-way;
- d. Signs in compliance with Chapter [18.38](#) (Signs), and which are to be located on an existing structure, or as approved under another development permit;
- e. Work determined by the Director to be minor or incidental within the intent and objectives of this Section; and
- f. Ordinary maintenance and repair of structures.

Section 5. 18.100 Definitions Amendments

Chapter 18.100 is hereby amended as follows:

Revise the following definitions:

Accessory Dwelling Unit. ~~See definition in Section 18.42.180. Can be an attached, detached, or converted residential dwelling unit of less than 1,200 sf that provides complete independent living facilities for 1 or more persons. ADUs shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single residential unit or multifamily dwelling structure is or will be situated. An "accessory dwelling unit" also includes~~

~~the following: (A) an efficiency unit; and (B) a manufactured home, as defined in Section 18007 of the Health and Safety Code, and (C) a tiny home as defined in 18.42.175.~~

~~**Junior accessory dwelling unit. See definition in Section 18.42.180.** Is a living space of not more than 500 square feet in size and contained entirely within the walls of a primary residential unit. A JADU shall include permanent provisions for living, sleeping, eating, cooking, and sanitation; sanitation facilities may be separate or may be shared with the primary unit.~~

Multi-Family Housing. A dwelling unit that is part of a structure containing three or more other dwelling units, ~~or a non-residential use. An example of the latter is a mixed-use project where, for example, one or more dwelling units are part of a structure that also contains one or more commercial uses (retail, office, etc.).~~ Multi-family dwellings include ~~duplexes, triplexes, fourplexes~~ (buildings under one ownership with three, or more dwelling units in the same structure); apartments (five or more units under one ownership in a single building); and townhouse developments (three or more attached dwellings where no unit is located over another unit), and other building types containing multiple dwelling units (for example, courtyard housing, rowhouses, stacked flats, etc.). ~~Please see definition of Multifamily Structure in Section 18.42.180 regarding ADU's as part of a multifamily structure.~~

Primary Single-Family Residential Unit. A house that is occupied and designed with one overall living area for one group of people with one kitchen. Also includes factory-built, modular housing units, constructed in compliance with the Uniform Building Code (UBC), and mobile homes/manufactured housing units that comply with the National Manufactured Housing Construction and Safety Standards Act of 1974, placed on permanent foundation systems.

Residential Accessory Use or Structure. Any use and/or structure that is customarily a part of, and clearly incidental and secondary to a residence, and does not change the character of the residential use. This definition includes the following detached accessory structures and other similar structures normally associated with a residential use of property. See also "Agricultural Accessory Structure."

- | | |
|------------------------------|--|
| garages | studios |
| gazebos | swimming pools |
| greenhouses (non-commercial) | tennis and other on-site sports courts |
| spas and hot tubs | workshops |
| storage sheds | |

Also includes the indoor storage of automobiles (including their incidental restoration and repair), personal recreational vehicles and other personal property, and accessory to residential use. Does not include: ~~ADU/JADUs, or Accessory Dwelling Units, which are separately defined; guest houses, which are included under the definition of ADU/JADUs; or home satellite dish and other receiving antennas for earth-based TV and radio broadcasts (see "Telecommunications Facilities").~~

Second Unit/Carriage House/Duplex. See definition in Section 18.42.180.

~~**Single Family Dwelling. See Primary Residential Unit.**—A building designed for and/or occupied exclusively by one family. Also includes factory-built, modular housing units, constructed in compliance with the Uniform Building Code (UBC), and mobile homes/manufactured housing units that comply with the National Manufactured Housing Construction and Safety Standards Act of 1974, placed on permanent foundation systems.~~

Section 6. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that

it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases may be held invalid or unconstitutional.

Section 7. Effective Date and Publication. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

The foregoing Ordinance was introduced by Councilmember _____ at a regular meeting of the City Council of the City of Fort Bragg held on _____, and adopted at a regular meeting of the City of Fort Bragg held on February 24, 2025 by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:**

Jason Godeke, Mayor

ATTEST:

Amber Weaver, Acting City Clerk

**PUBLISH: 2025 and 2025 (by summary).
EFFECTIVE DATE: 2025.**

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

AN ORDINANCE AMENDING DIVISION 17 OF THE FORT BRAGG MUNICIPAL CODE (LCP 2-25) TO AMEND CHAPTER 17.21.030(B)(C) & 17.21.050 "ZONING DISTRICTS AND ALLOWABLE LAND USES", TO REPEAL AND REPLACE 17.42.170 "ACCESSORY DWELLING UNITS" AND TO AMEND CHAPTER 17.71.050 "DESIGN REVIEW" AND CHAPTER 17.100 "DEFINITIONS" TO ESTABLISH REGULATIONS AND STANDARDS FOR ACCESSORY DWELLING UNITS PURSUANT TO STATE LAW.

ORDINANCE NO. 1005-2025

WHEREAS, California Constitution Article XI, Section 7, enables the City of Fort Bragg (the "City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, the City of Fort Bragg ("City") adopted a General Plan in 2002 which established policies for all lands within Fort Bragg city limits and its sphere of influence; and

WHEREAS, the City adopted a Coastal General Plan ("Coastal GP") as the Land Use Plan portion of the Local Coastal Program on May 12, 2008 which established policies for all land within the Fort Bragg Coastal Zone; and

WHEREAS, in August 2008 the California Coastal Commission certified the City's Local Coastal Program (LCP) which includes the Coastal GP as the Land Use Plan; and

WHEREAS, The City Council adopted Resolution 3162-2008 on May 12, 2008 adopting the Coastal General Plan; and

WHEREAS, the City adopted a Coastal Land Use and Development Code in 2008 as the implementing portion of the Local Coastal Program on May 12, 2008, which established all land use regulations for the Coastal Zone; and

WHEREAS, the Coastal General Plan includes policies to: (1) advance the orderly growth and development of the City's Coastal Zone; (2) protect coastal resources; (3) incorporate sustainability into the development process so that Fort Bragg's coastal resources and amenities are preserved for future generations; (4) respond to current environmental and infrastructure constraints; (5) protect the public health, safety and welfare; and (6) promote fiscally responsible development; and

WHEREAS, the availability of housing is a substantial concern for individuals of all demographics, ages, and economic backgrounds in communities throughout the State of

California; and

WHEREAS, accessory dwelling units ("ADUs") offer lower cost housing to meet the needs of the existing and future residents while ensuring that they remain compatible with the existing neighborhood; and

WHEREAS, the 2009, 2014 and 2019 Housing Element updates included policies and programs to support and create affordable housing, a diverse range of housing types and provisions for accessory Dwelling Units; and

WHEREAS, the City desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

WHEREAS, the City of Fort Bragg Local Coastal Program policy H-2.5 intends that the City governance continue to facilitate the construction of secondary dwelling units on residential properties consistent with Chapter 17.42.170 (Second Units) of the Coastal Land Use and Development Code; and

WHEREAS, Coastal General Plan Housing Element Section F.7.c lists siting and design criteria for second dwelling units to ensure neighborhood compatibility; and

WHEREAS, Assembly Bills 68, 587, 671, 345 and 881 and Senate Bill 13 and SB 477 pertain to accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"). These bills were approved by the California Legislature and signed by the Governor in 2019 and became effective on January 1, 2020.

WHEREAS, In 2023, the City Council adopted Resolution 4747-2023 to submit an LCP amendment to amend the Coastal Land Use and Development Code (CLUDC) to meet requirements of state laws at the time; and

WHEREAS, These laws were further amended in 2023 and became recodified in California Government Code sections 66310 through 66342 in May of 2024, effectively making the City's 2023 LCP Amendment resolution obsolete; and

WHEREAS, the City submitted the draft LCP Amendment to HCD for review and consent and received a review letter as the law had changed; and

WHEREAS, the City's consultant revised the Ordinance in compliance with the HCD review letters; and

WHEREAS, Section 17.94.040 states that the Planning Commission shall forward a written recommendation, and reasons for the recommendation, to the City Council based on the findings identified in Section 17.94.060; and a resolution was transmitted to the City Council on February 24, 2025 that represents the Planning Commission's recommendations; and

WHEREAS, the Planning Commission held a duly noticed public hearing on January 29, 2025, to consider the LCP Amendment, accept public testimony; and

WHEREAS, the City Council has considered all public comments and a staff report dated February 24, 2025 regarding the proposed ordinance; the staff report is incorporated herein by reference and available for review at City Hall during normal business hours; and

WHEREAS, the proposed minor modification to the Coastal Land Use and Development Code is set forth in its entirety in Section 2 – Section 4 below; and

WHEREAS, the “activities and approvals by a local government necessary for the preparation and adoption of a local coastal program or long-range development plan” pursuant to the California Coastal Act are statutorily exempt from compliance with CEQA, and this statutory exemption “shifts the burden of CEQA compliance from the local agency to the California Coastal Commission (CEQA Guidelines § 15265 (c)).

NOW, THEREFORE, The Fort Bragg City Council, based on the entirety of the record before it, which includes without limitation, CEQA Public Resources Code §21000, et seq. and State CEQA Guidelines, 14 California Code of Regulations §15000, et seq.; the Fort Bragg Inland General Plan; the Fort Bragg Inland Land Use and Development Code; State law; all reports and public testimony submitted as part of the City Council meeting of February 24, 2025 and City Council deliberations; and any other evidence (within the meaning of Public Resources Code §21080(e) and §21082.2), the Fort Bragg City Council **does ordains as follows**:

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

1. The foregoing recitals are true and correct and are made a part of this Ordinance.
2. On January 29, 2025, the Planning Commission held a properly noticed public hearing to consider recommending the proposed minor amendment to the Coastal Land Use and Development Code to the Fort Bragg City Council for adoption, and adopted a resolution in support of the City Council’s adoption of the minor amendment to the CLUDC pursuant to Gov. Code Section 65355.
3. On February 25, 2025 the City Council held a properly noticed public hearing to consider adoption of the minor amendment to the Coastal Land Use and Development Code.
4. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City and seeks to be consistent with recently adopted State Laws as codified in [California Government Code sections 66310 through 66342](#); and
5. The proposed amendment is internally consistent with other applicable provisions of the Coastal Land Use Development Code, including its Chapters 17.42, 17.71, 17.100, and others; and the LCP Amendment is consistent with the California Coastal Act; The proposed amendment is consistent with CLUDC standards, with the following State mandated exceptions:
 - a) Lot Coverage: As mandated by State law, housing units developed as a consequence of this ordinance must be exempt from lot coverage calculations if one 800 SF ADU cannot otherwise be constructed.
 - b) Setbacks: As mandated by State law, housing units developed as a consequence of this ordinance have an exception from the code requiring only 4-foot setbacks on the rear and side property lines. Additionally, front yard setbacks must be reduced if one 800 SF ADU cannot otherwise be constructed on a lot.
 - c) Parking and Traffic: In compliance with State law, the City Council may not require off-street parking for an ADU. In the case of a garage conversion to an ADU, the converted parking spaces do not have to be replaced.
 - d) Public Improvement Requirements. Under the amended code per State law, the City would not be able to require new sidewalks or other improvements required in Section 17.30.090 for ADUs.
6. The project is exempt from CEQA, under Public Resources Code Section 21080.17 and State CEQA Guidelines Section 15282(h), adoption of an ordinance regarding ADU/JADUs in areas zoned to allow single-family or multifamily dwelling residential use by a city or county. Furthermore, the California Environmental Quality Act ("CEQA") does not apply to activities

- and approvals of a local coastal program that are undertaken by a local government pursuant to Public Resources Code Section 21080.9) and CEQA Guidelines Section 15265(a), and
7. Pursuant to Coastal Act Section 30510(a), the City of Fort Bragg will carry out the Local Coastal Program as amended in a manner fully in conformity with the California Coastal Act; and
 8. The documents and other material constituting the record for these proceedings are located at the Community Development Department; and
 9. The amendments to the Local Coastal Program shall take effect automatically upon Coastal Commission approval and certification pursuant to Public Resources Code Section 30512, 30513, and 30519.
 10. The City finds, contrary to HCD's reviews of Fort Bragg's draft ordinance dated September 5, 2024 and November 12, 2024, that State law:
 - a) Does not require the City to make JADU's available as vacation rentals. State law only prohibits detached ADU's from being used as vacation rentals but is silent on the regulation of JADUs as vacation rentals. The City has a blanket prohibition on vacation rentals in residential zoning districts to ensure the ongoing availability of housing for residents. All regulatory authority which is not explicitly denied to the local jurisdiction by the state, is retained by the local jurisdiction.
 - b) Does not require the City to disallow ADUs located above garages. Garages are considered part of the primary dwelling unit (whether attached or detached), and therefore state law can be interpreted to allow ADU's on top of existing or proposed garages. The City has a network of alleys with access to garages from the alley, making ADU placement on top of garages results in good urban design and facilitates the retention of parking while allowing the construction of an ADU.

Section 2. Based on the foregoing, the City Council hereby:

Amends Title 17.21.030 & 17.21.050 Land Use Tables as follows:

Amends 17.21.030(B) Table 2-1 Allowable Land Uses and Permit Requirements for Residential Zoning Districts to include the following additional uses.

TABLE 2-1 Allowed Land Uses and Permit Requirements for Residential Zoning Districts	PERMIT REQUIRED BY DISTRICT							Specific Use Regulations
	RR	RS	RL	RM	RH	RVH		
RESIDENTIAL USES								
Duplex	P	P	P	P	P	P	17.42.170	
Single-family Primary dwelling Unit	P	P	P	P	P	P		

Amends 17.22.030(C) Table 2-6 Allowable Land Uses and Permit Requirements for Commercial Zoning Districts:

TABLE 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts	P	Permitted Use, Zoning Clearance required				
	MUP	Minor Use Permit required (see Section 17.71.060)				
	UP	Use Permit required (see Section 17.71.060)				
	S	Permit requirement set by Specific Use Regulations				
—	Use not allowed					
LAND USE (1)	PERMIT REQUIRED BY DISTRICT					Specific Use Regulations
	CN	CO	CBD	CG	CH	

RESIDENTIAL USES

Residential component mixed use project	P	UP	P(2)	UP	UP	17.42.100
Single-Family Residential Unit	P(3)	--	P(4)	P(4)	--	
Second unit — ADU/JADU	P(5)	P(5)	P(5)	P(5)	P(5)	17.42.170
JADU	P(6)	P(6)	P(6)	P(6)	P(6)	17.42.170

Notes:

- (4) Use permitted only for existing **non-conforming single-family homes** structures that have the appearance of a ~~primary dwelling unit~~ **single-family home**, per the Citywide Design Guidelines.
- (5) Use permitted only on parcels with an existing **non-conforming** single family primary unit or existing/proposed multifamily development, and only in compliance with § 17.42.170.
- (6) Use permitted only on parcels within an existing **non-conforming single-family home** and only in compliance with § 17.42.170.

Amend Table 2-4 to clarify that a duplex would be allowed in lieu of a single-family residential unit:

TABLE 2-4 - RR, RS, AND RL DISTRICT DEVELOPMENT STANDARDS

Development Feature	Requirement by Zoning District		
	RR Rural Residential	RS Suburban Residential	RL Low Density Residential
Density	Maximum number of dwelling units allowed on a single parcel.		
	1 single-family home dwelling unit or one duplex per parcel; or 1 single-family home dwelling unit , and one converted ADU, and one detached or attached ADU, and one JADU, where allowed by 17.42.170 .		

Section 3. 17.42.170 Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU)

Chapter 17.42.170 is hereby repealed and replaced in its entirety as follows:

Purpose. This Section establishes standards for ~~two types of residential second units:~~ accessory dwelling units (ADU); and junior accessory dwelling units (JADU), where allowed by Article 2 (Zoning Districts and Allowable Land Uses) and in compliance with California Government Code ~~65852-65853.13.~~ (66310-66342).

- a. “Accessory Dwelling Unit” means an attached, detached or converted residential dwelling unit that provides complete independent living facilities for one or more persons. ADUs shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as ~~the a proposed or existing~~ **single-family** residential unit or multifamily dwelling structure. An “Accessory Dwelling Unit” also includes the following: an efficiency unit or a manufactured home, as defined in Section 18007 of the Health and Safety Code.
- b. “Junior accessory dwelling unit” means a living space not more than 500 square feet in size and contained entirely within the walls of a ~~single-family~~ **single-family** residential unit. A JADU shall include permanent provisions for living, sleeping,

eating and cooking. ~~and sanitation~~ (Sanitation facilities may be separate or may be shared with the primary unit).

- c. "Multi-Family Housing." A dwelling unit that is part of a structure containing two or more other dwelling units. For the purposes of ADU law only Multi-family dwellings include duplexes, triplexes, fourplexes (buildings under one ownership with three, or more dwelling units in the same structure); apartments (five or more units under one ownership in a single building); and townhouse developments (three or more attached dwellings where no unit is located over another unit), and other building types containing multiple dwelling units (for example, courtyard housing, rowhouses, stacked flats, etc.).

A. Coastal Development Review & Permit Requirements.

1. **ADUs.** ADUs that require new construction and/or the conversion of an accessory structure or uninhabited space into a habitable living space shall require an administrative CDP. No public hearing is required for the approval of an administrative CDP for an ADU within the Coastal Zone.
2. **JADUs & ADU Conversions of Inhabited Space.** The conversion of an existing, legally established habitable space to a JADU or an ADU within an existing residence is exempt from the requirement to obtain a CDP if the following requirements are met:
 - a. The ADU/JADU incorporates an existing bedroom of the primary residence into the structure or eliminates an existing bedroom as part of the ADU conversion.
 - b. The construction of the Junior ADU will not include the removal or replacement of major structural components (e.g., roofs, exterior walls, foundations, etc.).
 - c. The construction of the JADU does not result in an increase in habitable floor spaces on the parcel.
 - d. The ADU/JADU will not change the intensity of use of the structure (total occupiable bedrooms).
 - e. The ADU/JADU does not constitute development within the definition in the Coastal Act.
 - f. The ADU/JADU will have no impact on Coastal Resources.

If an ADU/JADU conversion does not comply with all the requirements of 17.42.170(A)(2), an administrative Coastal Development Permit is required.

3. The City of Fort Bragg shall not impose any objective development or design standard that is not authorized by this section upon any accessory dwelling unit (attached, detached, conversion, JADU, or ADUs that are requested as part of a planned or existing multifamily project that meets the requirements of this section).
4. **Demolition Permits.** The demolition permit for a detached garage that is to be replaced with an ADU shall be reviewed and issued at the same time as the building permit for ADU.

B. Location, Number & Size of Units. ADUs in compliance with this section ~~or California Government Code 65852-65853.13~~ shall be allowed as follows:

1. On a lot with an existing or proposed single-family residential unit:
 - a. One JADU constructed within an existing or proposed single residential unit, which complies with the requirements of 17.42.170 (K)(3); and/or
 - b. One new attached or detached ADU, that complies with the requirements of 17.42.170 (K) (1 or 2); and/or
 - c. One Conversion ADU that is within the proposed or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress. The space has exterior access from the proposed or existing single-family dwelling and the side and rear setbacks are sufficient for fire and safety.
2. On a lot with an existing multifamily dwelling:
 - a. **Interior ADUs.** ADUs may be constructed in areas that are not used as livable space within an existing multifamily attached or detached structure (i.e., storage rooms, boiler rooms, passageways, attics, basements, or garages), provided the spaces meet state building standards for dwellings. The number of interior ADUs permitted on the lot shall not exceed 25% of the current number of units of the multifamily complex on the lot and at least ~~4~~ **two** such units shall be allowed. ~~Units constructed pursuant to this Subsection shall not exceed 1,200~~ **50% of the floor area of the median unit size in the multifamily project floor area;** and
 - b. **Detached ADUs.** ~~Up to 1 additional detached ADUs may be constructed, provided they are no taller than~~

~~16-18 feet, and they have at least 4 feet of side and rear yard setbacks.~~

- i. On a lot with an existing multifamily dwelling, a maximum of eight detached accessory dwelling units; however, the total number of ADUs shall not exceed the number of existing units on the lot.
- ii. On a lot with a proposed multifamily dwelling, not more than two detached accessory dwelling units.
- iii. ~~Units constructed pursuant to this Subsection shall not exceed 1,200 square feet in floor area.~~

c. **Condominiums.** ADU and JADUs are permitted within condominiums as rentals or homeowner-occupied units, ~~however, no less than 25% of all ADUs in condominiums must be rented.~~

C. **Conversion of Accessory Structures or Existing Living Area to ADUs.** The conversion of a pre-existing ~~(pre-existing prior to the date of the adoption of the ordinance)~~ accessory structure (garage, barn, shed, etc.) or portion of an existing accessory structure ~~or living area (within a single or multi-family unit)~~ to an ADU is not subject to size limits, setback or height limitations of this ordinance. ~~ADUs proposed for accessory structures that are expanded in size by more than 150 SF are subject to the size limitations of this ordinance.~~

D. **Density.** Both ADUs and JADUs shall be exempted from the calculation of the maximum allowable density for the lot on which it is located and shall be deemed to be a residential use that is consistent with the existing General Plan and zoning designation for the lot.

E. **Lot Size.** There is no minimum lot size for ADUs ~~and~~ or JADUs.

F. **Lot Coverage.** Projects are required to conform to Lot Coverage requirements for their zoning district unless lot coverage requirements do not allow at least one 800-square-foot ~~ADU/JADU~~, in which case the lot coverage requirement shall be waived.

G. **Timing.** An ADU may be constructed ~~before~~, with or after the primary dwelling unit(s). In addition, an existing dwelling that complies with the standards for ~~an ADU second unit~~ in Subsection (K) of this Section may be considered an ~~ADU second unit~~, and a new primary unit may be constructed.

H. **Sale of ADUs JADUs.** The separate sale or conveyance of an ADU as a tenancy in common (TIC) is only permitted if: 1) both the primary unit and the ADU were built or developed by a qualified non-profit whose mission is to provide housing units to low-income households; 2) an enforceable restriction is placed on the property between the low-income buyer and the non-profit that satisfies the requirements of Section 402.1 of the Revenue and tax code; and ~~3) the property is held as a tenants in common that includes all the requirements of Section 66341 of the government code. Additionally, the ADU shall have separate water, sewer, and electrical utility connections. 3) the entire property is subject to affordability restrictions to assure that the ADU and the primary dwelling unit are preserved for low-income housing for 45 years.~~

I. **Short-term Rentals Prohibited.** Accessory dwelling units and JADUs shall not be rented for periods of less than 31 days.

J. **Deed Restriction.** Prior to the issuance of a building permit for an JADU, the owner shall record a deed restriction in a form approved by the City that includes: 1) a prohibition on the sale of the JADU separate from the sale of the primary residential unit ~~(except in the case of H above or Urban Lot Split (17.84.045); and 2) a prohibition on short-term rentals, and: 3) in the case of a JADU~~ restricts the size and attributes of the JADU to conformance with ~~this~~ section 66333 of the Government Code.

K. **ADU/JADU Standards.**

1. **Exceptions to Accommodate at least one 800 SF ADU and one JADU.** The Community Development Director shall modify or eliminate objective development standards if they prevent the construction of ~~a JADU and/or~~ an ADU of at least 800 square feet in size, ~~and 16 feet in height with 4-foot setbacks on any lot. Objective development standards shall be modified with the following to be considered last to allow an 800 SF unit: changes to parking requirements, front setbacks, and/or height limits.~~

2. **Accessory Dwelling Unit.** An ADU shall comply with the following standards:
 - a. **Location.** An ADU may be located on the front, the back, or the side of a parcel and it may be larger or smaller than the primary single-family residential unit so long as it complies with the size limitations of this code. An ADU can be (i) a remodeled portion of a primary dwelling unit; (ii) attached to a primary dwelling unit; (iii) one of the units of a duplex (iv) a detached unit, ~~or~~ (v) located in a converted Accessory Structure such as a shop or garage ~~or~~ (vi) one of the units of a multifamily structure.
 - b. **Height limit.** A detached ADU shall be limited to a maximum height as follows: ~~of 16 feet. Second-story ADUs are permitted only over a garage and are limited to 28 ft in height.~~
 - i. A height of 16 feet for a detached ADU on a lot with an existing or proposed single family dwelling unit. An additional two feet in height is permissible to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.
 - ii. A height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. A local agency shall also allow an additional two feet in height to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.
 - iii. A height of 18 feet for a detached ADU on a lot with an existing or proposed multifamily dwelling. An additional two feet in height is permissible to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.
 - iv. A height of 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a single-family or multifamily dwelling.
 - v. ADUs are also permitted over a garage and are limited to 28 ft in height.
 - c. **Setbacks.** An ADU shall have a minimum rear and side setback of 4 feet unless the ~~second-unit~~ ADU is located in a nonconforming structure as defined by § 17.90.020. Notwithstanding the foregoing, no setbacks are required for ADUs that are conversions of existing living areas or existing accessory structures, or for any new structures in the same location and to the same dimensions as an existing structure, or for expansions of existing structures that have less than a four-foot rear or side yard setback ~~so long as the expansion conforms with the existing structure's existing setback and are sufficient for fire and safety based on the requirement of the California Building Code and type of construction.~~ Front yard setbacks are defined in 17.22, however, a reduced front setback is required if the applicant is precluded by the strict application of the setback requirements from building at least one 800 SF ADU on the property.
 - d. **Maximum floor area.** The maximum floor area of a detached ADU shall not exceed 1,200 square feet and the maximum floor area for an attached ADU shall be 50% of the existing primary dwelling unit or 1,200 SF whichever is more. The conversion of an existing structure to an ADU shall not be limited in size so long as it is enclosed within the existing structure.
 - e. **Separate entrance required.** An attached ADU shall have an entrance separate from the entrance to the primary dwelling.
 - f. **Building code compliance.** Fire sprinklers shall not be required if they are not required for the primary residence. ~~Construction of an ADU shall not trigger the requirement for fire sprinklers in the primary dwelling.~~
3. **Junior Accessory Dwelling Unit.** A JADU shall comply with the following standards:
 - a. **Location.** JADUs may be located in an attached garage or within the walls of the primary dwelling. JADUs are allowed to share bathroom facilities with the primary dwelling. JADUs are not permitted in detached accessory structures or ADUs.
 - b. **Maximum floor area.** The living space shall not exceed 500 square feet in size and shall be contained entirely within the walls of an existing or proposed single residential unit.
 - c. **Separate entrance required.** A JADU shall have a separate entrance from the main entrance to the primary residence. ~~If a JADU unit does not include a separate bathroom, the ADU shall also include an interior entry to the main living area of the single-family unit.~~
 - d. **Efficiency kitchen.** A JADU shall include an efficiency kitchen with cooking appliances, a food preparation

counter, and storage cabinets reasonably sized in relation to the unit.

- e. **Fire protection.** ~~No separate connection between the junior accessory dwelling unit and the utility shall be required for units created within a single residential unit unless the junior accessory dwelling unit is being constructed in connection with a new single residential unit.~~ For purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.
- f. **Utility service.** For the purpose of providing service for water, sewer, or power, a JADU unit shall not be considered a separate or new unit and shall not require separate connections or fee. ~~, unless the JADU was constructed in conjunction with a new single residential unit.~~
- g. **Owner occupancy.** Owner-occupancy of either the remaining portion of the single-family home of the JADU is required, unless the JADU is owned by a governmental agency, land trust or housing organization.

L. Building Code Compliance. The construction of an accessory dwelling unit shall not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the building official makes a written finding based on substantial evidence in the record that the construction of the accessory dwelling unit could have a specific, adverse impact on public health and safety. The City may change the occupancy code of a space that was uninhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this section.

M. Parking Requirements

- 1. **ADU/JADU Parking Exemptions & Requirements:** No on-site parking is required. On-site parking is permitted within rear and side yard setbacks or through tandem parking, unless findings are made that parking in setbacks or tandem parking is not feasible based upon specific topographical or fire and life safety conditions.
- 2. **Replacement Parking Exemption.** No replacement parking space(s) are required for the primary unit, when a garage, carport, covered or uncovered parking structure is demolished or converted in conjunction with the construction of an ADU or JADU.

~~**N. Solar Requirements.** New, non-manufactured, detached ADUs shall install solar in compliance with the California Building Code. No other ADUs are subject to the Building Code's solar requirements.~~

O. No Capacity or Impact Fees. JADUs are exempt from paying capacity or impact fees. ADUs of less than 750 SF or less and ADUs of any size created from the conversion of a portion of a single-family home are exempt from paying capacity and impact fees. Other ADU types (detached, new attached, detached conversion) that are greater than 750 SF shall pay a prorated share of the capacity and impact fees.

P. No off-site Improvements. No physical improvements, such as installation of sidewalks or off-site drainage improvements, shall be required for the creation or conversion of an ADU or JADU.

Q. No Correction of Nonconforming Zoning Conditions. The City shall not deny an application for a permit for an ADU nor require an applicant ~~shall not be required~~ to correct existing non-conforming zoning or building code violations or obtain permits for unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit (Section 17920.3 of the Health and Safety Code) ~~conditions~~ as part of the creation or conversion of an ADU or JADU.

R. Non-Conforming ADUs. An existing substandard ADU or JADU shall have five years to correct a violation so long as the violation is not a health and safety issue as determined by the Building Department.

- 1. The City shall not deny a permit for an unpermitted ADU or JADU that was constructed before January 1, 2020, if the ADU/JADU is: 1) in violation of building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code; or 2) or Article 2 and Article 3 (Government Code Sections 66314-66339), as applicable, or any local ordinance regulating accessory dwelling units or junior accessory dwelling units.
- 2. A homeowner applying for a permit for a previously unpermitted accessory dwelling unit or junior accessory dwelling unit constructed before January 1, 2020, shall not be required to pay impact fees or connection or capacity charges

except when utility infrastructure is required to comply with Section 17920.3 of the Health and Safety Code.

3. Upon receiving an application to permit a previously unpermitted ADU or JADU, constructed before January 1, 2020, a building inspector shall inspect the unit for compliance with health and safety standards and provide recommendations to comply with health and safety standards necessary to obtain a permit. If the inspector finds noncompliance with health and safety standards (per Section 17920.3 of the Health and Safety Code), the local agency shall not penalize an applicant for having the unpermitted ADU or JADU and shall approve necessary permits to correct noncompliance with health and safety standards.

Restrictive Covenants Void. ADUs and JADUs shall be allowed on all parcels regardless of ~~any~~ covenants, conditions or restrictions ~~that have been placed on the property; such restrictions are void and unenforceable as~~ enumerated in Civil Code 4751.

- S. **Sensitive Habitats, Scenic Areas, and areas subject to Sea Level Rise.** ADU's that require new construction and/or the conversion of an accessory structure or uninhabited space, shall obtain an administrative CDP and shall be reviewed for:
 1. **Visual Resources.** ADUs shall be reviewed for impacts to visually resources in visually sensitive areas as designated in Map CD-1 of the Coastal General Plan as part of the required administrative CDP process.
 2. **Sensitive Habitat.** ADUs, proposed concurrently with new development of a Single-Family Home or a Multifamily project, shall be reviewed for impacts to sensitive habitats as part of the required CDP for the entire project. ADU's proposed for existing development shall be sited in already developed areas or shall obtain an administrative CDP. ~~in areas as designated in Map OS-1 of the Coastal General Plan.~~
 3. **Areas Sensitive to Sea Level Rise.** ADUs that are proposed for areas that are vulnerable to sea level rise and other coastal hazards shall meet all LCP requirements for new development to be safe from such hazards, but that also addresses the need for future sea level rise adaptations including future removal and risk disclosure. ~~No areas with residential zoning are subject to sea level rise. Areas that are subject to coastal hazards are noted in Map SF-1 and Map OS-2 of the Coastal General Plan.~~

Section 4. 17.71.050 Design Review Amendment

Chapter 17.71.050 (2) and (3) are hereby amended as follows:

2. **Improvements subject to Design Review by the Director.** The following improvements shall be subject to Design Review by the Director, except when in conjunction with a development project. If in conjunction with a development project, each of the following shall be subject to review and approval by the Commission:
 - a. ~~The construction or rehabilitation/remodeling of a secondary dwelling unit or duplex;~~
 - b. The construction or rehabilitation/remodeling/addition of any detached accessory structure or garage that exceeds 16 feet in height.
 - c. Removal of natural ground cover, trees, or vegetation;
 - d. Installation of a fence, wall, or retaining wall visible from a public right-of-way;
 - e. Landscaping including vegetation, irrigation systems, and low level lighting;
 - f. Signs included with plans for any project listed above, and that do not require Commission review; or
 - g. Exterior lighting.
3. **Improvements exempt from Design Review.** The following improvements are exempt from Design Review:
 - a. ~~The construction or rehabilitation/remodeling of any ADU, JADU or duplex;~~
 - b. One single-family dwelling on a single parcel, including any related accessory structures;
 - c. Structural improvements not visible from a public right-of-way;
 - d. Signs in compliance with Chapter 17.38 (Signs), and which are to be located on an existing structure, or as approved under another development permit;

- e. Work determined by the Director to be minor or incidental within the intent and objectives of this Section; and
- f. Ordinary maintenance and repair of structures.

Section 5. 17.100 Definitions Amendments

Chapter 17.100 is hereby amended as follows:

Revise the following definitions:

Accessory Dwelling Unit. ~~See definition in Section 17.42.170. Can be an attached, detached, or converted residential dwelling unit of less than 1,200 sf that provides complete independent living facilities for 1 or more persons. ADUs shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single residential unit or multifamily dwelling structure is or will be situated. An “accessory dwelling unit” also includes the following: (A) an efficiency unit; and (B) a manufactured home, as defined in Section 18007 of the Health and Safety Code, and (C) a tiny home as defined in 17.42.175.~~

Junior accessory dwelling unit. ~~See definition in Section 17.42.170. Is a living space of not more than 500 square feet in size and contained entirely within the walls of a primary residential unit. A JADU shall include permanent provisions for living, sleeping, eating, cooking, and sanitation; sanitation facilities may be separate or may be shared with the primary unit.~~

Multi-Family Housing. A dwelling unit that is part of a structure containing three or more other dwelling units, ~~or a non-residential use. An example of the latter is a mixed-use project where, for example, one or more dwelling units are part of a structure that also contains one or more commercial uses (retail, office, etc.).~~ Multi-family dwellings include ~~duplexes, triplexes, fourplexes~~ (buildings under one ownership with three, or more dwelling units in the same structure); apartments (five or more units under one ownership in a single building); and townhouse developments (three or more attached dwellings where no unit is located over another unit), and other building types containing multiple dwelling units (for example, courtyard housing, rowhouses, stacked flats, etc.). ~~Please see definition of Multifamily Structure in Section 17.42.170 regarding ADU’s as part of a multifamily structure.~~

Primary Single-Family Residential Unit. A house that is occupied and designed with one overall living area for one group of people with one kitchen. Also includes factory-built, modular housing units, constructed in compliance with the Uniform Building Code (UBC), and mobile homes/manufactured housing units that comply with the National Manufactured Housing Construction and Safety Standards Act of 1974, placed on permanent foundation systems.

Residential Accessory Use or Structure. Any use and/or structure that is customarily a part of, and clearly incidental and secondary to a residence, and does not change the character of the residential use. This definition includes the following detached accessory structures and other similar structures normally associated with a residential use of property. See also “Agricultural Accessory Structure.”

garages	studios
gazebos	swimming pools
greenhouses (non-commercial)	tennis and other on-site sports courts
spas and hot tubs	workshops
storage sheds	

Also includes the indoor storage of automobiles (including their incidental restoration and repair), personal recreational vehicles and other personal property, and accessory to residential use. Does not include: ~~ADU/JADUs, or Accessory Dwelling Units~~, which are separately defined; guest houses, ~~which are included under the definition of ADU/JADUs~~; or home satellite dish and other receiving antennas for earth-based TV and radio broadcasts (see “Telecommunications Facilities”).

~~Second Unit/Carriage House/Duplex.~~ See Accessory Dwelling Unit.

Section 6. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases may be held invalid or unconstitutional.

Section 7. Effective Date and Publication. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

Section 8. Fort Bragg City Council does hereby recommend that the Coastal Commission approve Zoning Amendment LCP 2-25 to amend Division 17 to the Fort Bragg Municipal Code (as described in Appendix A) and modify Section 17.42.170 and Section 17.71.050 and Chapter 17.100 "Definitions" to establish regulations and standards for Accessory Dwelling Units consistent with State Law.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage and adoption.

The foregoing Ordinance was introduced by Councilmember _____ at a regular meeting of the City Council of the City of Fort Bragg held _____, and adopted at a regular meeting of the City of Fort Bragg held on February 24, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

Jason Godeke, Mayor

ATTEST:

Amber Weaver, Acting City Clerk

PUBLISH: Date, 2025 and Date, 2025 (by summary).
EFFECTIVE DATE: Date, 2025.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

651 Bannan Street, Suite 400 Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



September 5, 2024

John Smith, Acting Director
Community Development Department
City of Fort Bragg
416 North Franklin Street
Fort Bragg, CA 95437

Dear John Smith:

RE: Review of Fort Bragg's Accessory Dwelling Unit (ADU) Ordinance under State ADU Law (Gov. Code, §§ 66310 - 66342)

Please Note: As of March 25, 2024, with the Chaptering of Senate Bill (SB) 477 (Chapter 7, Statutes of 2024), the sections of Government Code relevant to State ADU and junior accessory dwelling unit (JADU) Law have been re-numbered (Enclosure).

Thank you for submitting the City of Fort Bragg (City) ADU Ordinance No. 985-2024 (Ordinance), adopted March 25, 2024, to the California Department of Housing and Community Development (HCD). The Ordinance was received on May 20, 2024. HCD has reviewed the Ordinance and submits these written findings pursuant to Government Code section 66326, subdivision (a). HCD finds that the Ordinance does not comply with State ADU and JADU Laws in the manner noted below. Pursuant to Government Code section 66326, subdivision (b)(1), the City has up to 30 days to respond to these findings. Accordingly, the City must provide a written response to these findings no later than October 5, 2025.

Some parts of this Ordinance reference provisions of SB 9 (Chapter 162, Statutes of 2021). However, SB 9 compliance is not a part of this review.

The Ordinance addresses many statutory requirements; however, HCD finds that the Ordinance fails to comply with State ADU Law as follows:

1. Various sections – *Government Code References* – The Ordinance includes references to Government Code sections 65852.2 and 65852.22¹. However, SB 477 deleted these code sections and relocated the statutory language, effective March 25, 2024. Updating the Government Code references will help avoid confusion for City staff and the public. The enclosure at the end of this letter is a

¹ Two of these references contain the typo "65952".

table showing the new code sections² and the corresponding deleted code sections. Therefore, the City must amend the Ordinance to reference the current Government Code sections of State ADU Law.

2. Section 1.6.c – *Parking Regulations* – The Ordinance states, “Parking and Traffic: In compliance with State law, the City Council may not require off-street parking for an ADU. In the case of a garage conversion to an ADU, the converted parking spaces do not have to be replaced.” However, “When a **garage, carport, or covered parking structure** is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced”³ (emphasis added). The Ordinance exempts garage conversion ADUs from replacement parking requirements but does not exempt ADUs converted from covered parking structures, like carports. Therefore, the City must amend the Ordinance to exempt all ADUs converted from covered parking from replacement parking requirements.

While the City is not requiring parking for ADUs, it must allow off-street parking in certain areas. An ADU ordinance must require compliance with the following: “Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.”⁴ The Ordinance does not include this language. Therefore, the City must amend the Ordinance to specify where off-street parking is allowed in compliance with State ADU Law quoted above.

3. Sections 18.22.030(C), Table 2-6 & 18.100 – *Second Unit* – The Ordinance uses the term “second unit” as a synonym for an ADU or a JADU. However, State ADU Law was amended in 2016 to replace the term “second unit” with “accessory dwelling unit”⁵. Continuing to use the term “second unit” as a synonym for an ADU or JADU creates confusion because this terminology is not aligned with State ADU Law and because State ADU Law typically allows more than one ADU on a given property. The term “second unit” is now more commonly associated with authorizing and approving the construction of two residential units, sometimes referred to as “second primary units” pursuant to SB 9 (Chapter 162, Statutes of 2021). Therefore, the City must amend the Ordinance to delete the term “second unit” when referring to an ADU or a JADU and replace it with the respective statutory term – accessory dwelling unit or junior accessory dwelling unit.

² Government Code sections 66310-66342.

³ Gov. Code, § 66314, subd. (d)(11).

⁴ Gov. Code, § 66314, subd. (d)(10)(B).

⁵ SB 1069, Chapter 720, Statutes of 2016.

4. Section 18.22.030(C), Table 2-6, Footnote (5) – *Primary Units* – The Ordinance notes the following for ADUs and JADUs in commercial zones: “Use permitted only on parcels with existing single residential units or existing/proposed multifamily development, and only in compliance with § 18.42.170.” However, an ADU Ordinance shall require that “The accessory dwelling unit is either attached to, or located within, the **proposed or existing primary dwelling**, including attached garages, storage areas or similar uses, or an accessory structure or detached from the **proposed or existing primary dwelling** and located on the same lot as the proposed or existing primary dwelling, including detached garages”⁶ (emphasis added). The Ordinance does not allow ADUs with proposed single-family primary dwellings. Furthermore, State JADU Law does not allow a JADU on a property with a multifamily primary dwelling structure.⁷ The Ordinance allows JADUs with multifamily primary dwelling structures. Therefore, the City must amend the Ordinance to allow ADUs with existing or proposed primary dwellings and to disallow JADUs on properties with a multifamily dwelling structure.

5. Sections 18.21.050, Table 2-4 & 18.42.170.C – *ADU and JADU Combinations* – Section 18.21.050, Table 2-4 states in the RR, RS and RL zones the maximum density is: “1 dwelling unit or one duplex per parcel; or 1 dwelling Unit and one second unit and one JADU where allowed by 18.42.170.” Section 18.42.170.C.1 limits a lot with an existing or proposed single-family dwelling to one JADU and/or one ADU. Section 18.42.170.C.2 limits a lot with an existing multifamily dwelling to interior ADUs equal to the greater of one or 25 percent of the number of primary units and one detached ADU.

However, Government Code section 66323, subdivision (a), states, “Notwithstanding Sections 66314 to 66322, inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following: (1) One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling... (A) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single family dwelling or existing space of a single-family dwelling or accessory structure.” Paragraph (2) permits “[o]ne detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks.” The use of the term “any” followed by an enumeration of by-right ADU types permitted means that any of these ADU types can be combined on a lot zoned for single family dwellings.

This permits a homeowner, who meets the specified requirements of this section, to create one converted ADU; one detached, new construction ADU;

⁶ Gov. Code, § 66314, subd. (d)(3).

⁷ Gov. Code, § 66333, subd. (a).

and one JADU. Thus, if the local agency approves an ADU that is created from existing (or proposed) space, and the owner subsequently applies for a detached ADU (or vice versa) that meets the size and setback requirements pursuant to this section, the local agency cannot deny the application, nor deny a permit for a JADU under this section. Limiting single-family lots to one ADU would prevent property owners from creating ADUs by-right under subdivision (a).

This section also applies to ADUs created pursuant to Government Code section 66323, subdivisions (a)(3) and (a)(4), on lots with proposed or existing multifamily dwellings. Subdivision (a)(4) allows for two detached ADUs, whereas the Ordinance only allows for one. Limiting single-family or multifamily lots as the Ordinance does, would prevent property owners from creating ADUs by-right under subdivision (a).

Therefore, the City must amend the Ordinance to allow the combinations of ADUs described in Government Code section 66323, subdivision (a). Namely, 1) one conversion ADU, one JADU and one detached ADU on a single-family lot and 2) conversion ADUs⁸ and two detached ADUs on a multifamily lot.

6. Section 18.42.170 – *ADU Definition* – The Ordinance defines an ADU as, “...an attached, detached or converted residential dwelling unit that provides complete independent living facilities for one or more persons. ADUs shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single residential unit or multifamily dwelling structure. An "Accessory Dwelling Unit" also includes the following: an efficiency unit or a manufactured home, as defined in Section 18007 of the Health and Safety Code.” However, State ADU Law defines an ADU differently because it includes the requirement that an ADU be “on a lot with a proposed or existing primary residence.”⁹ The Ordinance is missing this requirement. Therefore, the City must amend the definition to include the requirement that an ADU be on a lot with a proposed or existing primary residence.
7. Section 18.42.170 – *JADU Definition* – The Ordinance defines a JADU as, “...a living space not more than 500 square feet in size and contained entirely within the walls of a single residential unit. A JADU shall include permanent provisions for living, sleeping, eating, cooking, and sanitation (sanitation facilities may be separate, or may be shared with the primary unit).” However, Government Code section 66313, subd. (d) defines a JADU as “a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.” These definitions differ in

⁸ The Ordinance correctly describes the number of multifamily conversion ADUs allowed.

⁹ Gov. Code, § 66313, subd. (a).

key ways. The Ordinance allows a JADU in a “single residential unit” which could be interpreted as a unit in a multifamily dwelling structure, whereas State JADU Law says a JADU must be within a “single-family residence.” The Ordinance requires sanitation facilities in a JADU and then immediately notes that they are not required if included in the single-family residence. Therefore, the City must amend the definition to reflect State JADU Law.

8. Section 18.42.170 – *Review Deadline* – The Ordinance states, “An application for the creation of an ADU or JADU shall be deemed approved (not just subject to Ministerial Approval) if the City has not acted on the completed application within 60 days. (65852.2a3).” However, “If the permit application to create or serve an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the permitting agency may delay approving or denying the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency approves or denies the permit application to create the new single-family or multifamily dwelling, but the application to create or serve the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing.”¹⁰ State ADU Law does not deem an ADU application approved after 60 days when the primary dwelling is proposed. Therefore, the City should amend the Ordinance to note this exception and must amend the Ordinance to correct the reference to the Government Code (see Footnote 10).
9. Section 18.42.170 – *Subdivision Lettering* – The Ordinance divides section 18.42.170 into various subdivisions designated by capital letters (A, B, C, etc.). However, the letters run contrary to alphabetical order in some places. Subdivision C is followed by subdivision A and then a second subdivision C. These errors appear to have been corrected when the ordinance was added to the Municipal Code. The City must ensure that all such corrections are done via an ordinance.
10. Section 18.42.170 – *Missing Required Standards* – The Ordinance is missing certain standards State ADU Law requires it to include. An ADU ordinance shall “Require that a demolition permit for a detached garage that is to be replaced with an accessory dwelling unit be reviewed with the application for the accessory dwelling unit and issued at the same time.”¹¹ A JADU ordinance shall: “Require owner-occupancy in the single family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another

¹⁰ Gov. Code, § 66317, subd. (a). This is the correct Government Code section to refer to.

¹¹ Gov. Code, § 66314, subd. (e).

governmental agency, land trust, or housing organization.”¹² An ADU ordinance shall require compliance with: “Local building code requirements that apply to detached dwellings, except that the construction of an accessory dwelling unit shall not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the building official or enforcement agency of the local agency makes a written finding based on substantial evidence in the record that the construction of the accessory dwelling unit could have a specific, adverse impact on public health and safety. Nothing in this paragraph shall be interpreted to prevent a local agency from changing the occupancy code of a space that was uninhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this article.” Therefore, the City must amend the Ordinance to include the omitted required statutory standards described in this paragraph.

11. Section 18.42.170.C.2.a – *Conversion ADU Size* – The Ordinance states multifamily interior ADUs “shall not exceed 1,200 square feet in floor area.” However, “If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.”¹³ While State ADU Law does not limit the City’s ability to adopt less restrictive standards on ADUs¹⁴, the 50 percent standard, or a standard based on a less restrictive percentage of the primary dwelling area, must be used. When the primary multifamily dwellings vary in floor area, the City may use the median of the primary unit floor areas as the basis for the 50 percent calculation. Therefore, the City must amend the Ordinance to incorporate the requirement that an attached ADU’s floor area not exceed 50 percent, or a less restrictive percentage, of the primary unit floor area.
12. Sections 18.42.170.C.2.b & 18.42.170.J.2.b – *ADU Height Limits* – Section 18.42.170.C.2.b of the Ordinance states a detached ADU may be “no taller than 16 feet.” Section 18.42.170.J.2.b of the Ordinance states: “A detached ADU shall be limited to a maximum height of 16 feet. Second story ADUs are permitted only over a garage and are limited to 28 ft in height.” Government Code section 66321, subdivision (b)(4) describes four scenarios for the allowable detached or attached ADU height. The relevant height limits are explicitly incorporated into Government Code section 66323, subdivision (a)(4), which requires local agencies to ministerially approve two multifamily detached ADUs. Two of the three detached ADU height examples allow heights **greater** than 16 feet, based on proximity to certain transit stops or the presence of a multifamily multistory dwelling structure on the property. There is no basis in State ADU Law for the City to limit attached ADUs to be located above a

¹² Gov. Code, § 66333, subd. (b).

¹³ Gov. Code, § 66314, subd. (d)(4).

¹⁴ Gov. Code, § 66325, subd. (b).

garage. Therefore, the City must amend the Ordinance to acknowledge all the detached ADU height limits in Government Code section 66321, subdivision (b)(4) and to allow an attached ADU to be attached to the primary dwelling, not just a garage.

13. Section 18.42.170.C.2.c – *ADU Rental Restriction* – The Ordinance states: “ADU and JADUs are permitted within condominiums as rentals or homeowner-occupied units, however, no less than 25% of all ADUs in condominiums must be rented.” Government Code Section 66314 establishes the maximum standards that a local agency shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in Section 66314, shall be used or imposed, including an owner-occupant requirement, except that a local agency may require that the property may be used for rentals of terms 30 days or longer.¹⁵ There is absolutely no basis in State ADU Law to require that a minimum percentage of ADUs in a condominium development be rented. Therefore, the City must amend the Ordinance to remove the requirement a minimum percentage of ADUs in a condominium development be rented.
14. Section 18.42.170.A¹⁶ – *Development Standards on Conversion ADUs* – The Ordinance states, “The conversion of a pre-existing (pre-existing prior to the date of the adoption of the ordinance) accessory structure (garage, barn, shed, etc.) or portion of an existing accessory structure to an ADU is not subject to size limits, setback or height limitations of this ordinance. However, No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.”¹⁷ The exemption from setback requirements applies regardless of the date the structure being converted was built. The structure need not have existed prior to the date this Ordinance was adopted. Therefore, in the context of setback requirements, the City must amend the Ordinance to remove the condition that the structure being converted to an ADU existed prior to the date the Ordinance was adopted.

¹⁵ Gov. Code, § 66315.

¹⁶ This refers to the second instance of subdivision “A” of section 18.42.170. See the “Subdivision Lettering” finding above.

¹⁷ Gov. Code, § 66314, subd. (d)(7).

15. Section 18.42.170.A¹⁸ – *Typo* – The last two lines of this paragraph exactly match the previous two lines in the same paragraph: “...subject to size limits, setback or height limitations of this ordinance. ADUs proposed for accessory structures that are expanded in size by more than 150 SF are subject to the size limitations of this ordinance.” The City should amend the Ordinance to delete the duplication.
16. Section 18.42.170.D – *Minimum Lot Size* – The Ordinance states, “There is no minimum lot size for ADUs **and** JADUs” (emphasis added). However, this could be read as only applying to a property with both an ADU and a JADU. It would be more accurate to write that there is no minimum lot size for ADUs **or** JADUs. Therefore, the City should amend the Ordinance to clarify.
17. Section 18.42.170.F – *Timing* – The Ordinance states, “An ADU may be constructed before, with, or after the primary dwelling unit(s).” State ADU Law is clear that “A local agency shall not issue a certificate of occupancy for an accessory dwelling unit before the local agency issues a certificate of occupancy for the primary dwelling.”¹⁹ While it is true that an ADU may be built concurrently with the primary dwelling, the Ordinance implies an ADU may be completed and receive a certificate of occupancy before the primary dwelling, which is incorrect and counter to the intent of ADU law. Therefore, the City must amend the Ordinance to clarify that the primary dwelling must receive a certificate of occupancy before the ADU.
18. Section 18.42.170.G – *Sale of ADUs and JADUs* – This subdivision of the Ordinance begins with the heading “Sale of ADUs JADUs” and describes a situation in which an ADU may be sold separately from the primary residence. However, State JADU Law requires the JADU deed restriction to include, “A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.”²⁰ The Ordinance’s heading creates confusion by implying that JADUs may be sold separately, even though State JADU Law prohibits it. Therefore, the City must amend the Ordinance to delete “JADUs” from this heading or to directly state that JADUs may not be sold separately from the primary residence.
19. Section 18.42.170.I – *Deed Restriction* – The Ordinance states, “Prior to the issuance of a building permit for an ADU, the owner shall record a deed restriction in a form approved by the City that includes: 1) a prohibition on the sale of the ADU separate from the sale of the primary residential unit (except in

¹⁸ This refers to the second instance of subdivision “A” of section 18.42.170. See the “Subdivision Lettering” finding above.

¹⁹ Gov. Code, § 66328.

²⁰ Gov. Code, § 66333, subd. (c)(1).

the case of H above or Urban Lot Split (18.84.045); 2) a prohibition on short-term rentals, and: 3) in the case of a JADU restricts the size and attributes of the JADU to conformance with this section.” However, as noted above, ADUs may not be subjected to local standards not listed in Government Code section 66314.²¹ Furthermore, as discussed in the previous finding, “*Sale of ADUs and JADUs*”, a deed restriction is required for a JADU, and it must state that the JADU may not be sold separately from the primary residence.²² A deed restriction requirement is not allowed for an ADU. A deed restriction is required for a JADU, but it must include the contents specified in State JADU Law. Therefore, the City must amend the Ordinance to remove the ADU deed restriction requirement and fully align with Government Code section 66333, subdivision (c) on the required contents of the JADU deed restriction.

20. Section 18.42.170.J.1 – *Exceptions from Development Standards* – The Ordinance states, “Exceptions to Accommodate at least one 800 SF ADU and one JADU. The Community Development Director shall modify or eliminate objective development standards if they prevent the construction of a JADU and/or an ADU of at least 800 square feet in size, and 16 feet in height with 4-foot setbacks on any lot. Objective development standards shall be modified with the following to be considered last to allow an 800 SF unit: changes to parking requirements, front setbacks, and/or height limits.” This paragraph is misleading and inconsistent with State ADU Law. JADUs are limited to 500 square feet or less by definition.²³ A local agency shall not establish by ordinance, “Any requirement for a zoning clearance or separate zoning review or any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.” The Ordinance is ambiguous regarding whether development standards other than parking requirements, front setbacks or height limits would be waived. Height limits are governed by another section of State ADU Law and ADU heights greater than 16 feet are allowed in multiple scenarios described therein.²⁴ Therefore, the City must amend the Ordinance to correct the following: 1) remove the reference to JADUs larger than 500 square feet, 2) acknowledge the framework of allowable height limits in State ADU Law, and 3) list the specific development standards that will be waived if necessary to accommodate an ADU of at least 800 square feet which is set back at least four

²¹ Gov. Code, § 66315.

²² Gov. Code, § 66333, subd. (c).

²³ Gov. Code, § 66313, subd. (d).

²⁴ Gov. Code, § 66321, subd. (b)(4). See “*Detached ADU Height Limits*” finding above.

feet from side and rear property lines, consistent with Government Code section 66321, subdivision (b)(3)..

21. Section 18.42.170.J.2.a – *ADU Location* – The Ordinance states, “An ADU can be (i) a remodeled portion of a primary dwelling unit; (ii) attached to a primary dwelling unit; (iii) one of the units of a duplex (iv) a detached unit or located in a converted Accessory Structure such as a shop or garage.” This is inconsistent with State Law which specifies that an ADU ordinance shall require that an ADU is “...either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, including detached garages.”²⁵ An ADU can be one of the units of a multifamily dwelling structure generally, not just one of the units of a duplex as misstated in the Ordinance. Therefore, the City must amend the Ordinance to recognize that an ADU can be one of the units in a multifamily dwelling structure.
22. Section 18.42.170.J.2.c – *Setbacks* – The Ordinance states, “...no setbacks are required for ADUs that are conversions of existing living areas or existing accessory structures, or for any new structures in the same location and to the same dimensions as an existing structure, or for expansions of existing structures that have less than a four-foot rear or side yard setback **so long as the expansion conforms with the existing structure's existing setback**” (emphasis added). However, for a single-family conversion ADU, the side and rear setbacks must be “sufficient for fire and safety,”²⁶ based on requirements of the California Building Standards Code and the type of construction. Therefore, the City must amend the Ordinance to reflect the requirement for setbacks sufficient for fire and safety.
23. Section 18.42.170.J.2.f – *Fire Sprinklers* – The Ordinance states, “Fire sprinklers shall not be required if they are not required for the primary residence.” However, “Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling.”²⁷ The Ordinance does not reflect State ADU Law because it does not specify that fire sprinklers shall not be required for an ADU specifically and because it causes confusion by omitting that an ADU does not trigger the requirement for fire sprinklers in the primary dwelling. Therefore, the City must amend the Ordinance to reflect the fire sprinkler language in State ADU Law.

²⁵ Gov. Code, § 66314, subd. (d)(3).

²⁶ Gov. Code, § 66323, subd. (a)(1)(C).

²⁷ Gov. Code, § 66314, subd. (d)(12).

24. Section 18.42.170.J.3.a – *Typo* – In one instance this paragraph of the Ordinance refers to “JAUDs” where “JADUs” appears to be intended. The City should amend the Ordinance to correct this typo.
25. Section 18.42.170.J.3.c – *JADU Interior Entry* – The Ordinance states, “A JADU shall have a separate entrance from the main entrance to the primary residence.” While this is correct, State JADU Law continues, “If a permitted junior accessory dwelling unit does not include a separate bathroom, the permitted junior accessory dwelling unit shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.”²⁸ The Ordinance ignores the requirement for an interior entry between the JADU and the single-family residence in this situation. Therefore, the City must amend the Ordinance to require an interior entry between the JADU and the single-family residence when the JADU does not have its own bathroom.
26. Sections 18.42.170.J.3.e & 18.42.170.J.3.f – *JADU Utility Connections* – Section 18.42.170.J.3.e of the Ordinance states, “No separate connection between the junior accessory dwelling unit and the utility shall be required for units created within a single residential unit unless the junior accessory dwelling unit is being constructed in connection with a new single residential unit.” Section 18.42.170.J.3.f of the Ordinance states, “For the purpose of providing service for water, sewer, or power, a JADU unit shall not be considered a separate or new unit, unless the JADU was constructed in conjunction with a new single residential unit.” The qualifying language of the Ordinance is inconsistent with Government Code section 66338 subdivision (a) which requires: “For purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit; and subdivision (b) which requires “This section shall not be construed to prohibit a local agency from adopting an ordinance or regulation related to a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains a junior accessory dwelling unit, so long as that ordinance or regulation applies uniformly to all single-family residences regardless of whether the single-family residence includes a junior accessory dwelling unit.” The Ordinance requires a separate utility connection, even though State JADU Law prohibits the JADU from being considered a separate or new dwelling unit for this purpose. This requirement is not uniform regardless of whether the single-family dwelling has a JADU, since two connections are being required instead of one: one for the primary single-family dwelling and a second for the JADU. Therefore, the City must amend the Ordinance to delete the requirement for separate JADU utility connections.
27. Section 18.42.170.K.2 – *JADU Replacement Parking* – The Ordinance states, “No replacement parking space(s) are required for the primary unit, when a

²⁸ Gov. Code, § 66333, subd. (e)(2).

garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an ADU.” While this is correct, “A junior accessory dwelling unit ordinance adopted pursuant to Section 66333 shall not require additional parking as a condition to grant a permit.”²⁹ The Ordinance is silent on JADU replacement parking. Therefore, the City must amend the Ordinance to state that replacement parking is not required when an attached garage is converted to a JADU.

28. Section 18.42.170.M – *Fees* – The Ordinance states, “ADUs of less than 750 SF shall be exempt from paying **capacity fees**, and units of more than 750 SF shall pay a prorated share of the capacity fee” (emphasis added). However, “Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.”³⁰ The Ordinance uses the term “capacity fees” where State ADU Law refers to “**impact fees**” when exempting ADUs less than 750 square feet. Capacity fees and impact fees are different types of fees.³¹ The Ordinance creates confusion and does not state whether an ADU of exactly 750 square feet owes capacity fees, whereas in State ADU Law such an ADU may be subject to impact fees. Therefore, the City must amend the ordinance to 1) clarify that ADUs of less than 750 square feet are exempt from **impact fees** and 2) to distinguish between impact fees and capacity charges.³²

29. Section 18.42.170.O – *Grounds for Denial* – The Ordinance states, “No applicant shall be required to correct existing non-conforming zoning conditions as part of the creation or conversion of an ADU or JAUD [sic].” However, “The local agency shall not deny an application for a permit to create an accessory dwelling unit due to the correction of nonconforming zoning conditions, **building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit**” (emphasis added).³³ The Ordinance is missing the prohibition against denying approval of an ADU application for the two reasons in bold above. Therefore, the City must amend the Ordinance to state that it will not deny an ADU application due to building code violations or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit.

30. Section 18.42.170.Q – *Covenants, Conditions and Restrictions* – The Ordinance states, “ADUs and JADUs shall be allowed on all parcels regardless of any covenants, conditions or restrictions that have been placed on a lot; such

²⁹ Gov. Code, § 66334, subd. (a).

³⁰ Gov. Code, § 66324, subd. (c)(1).

³¹ See the definition of “impact fee” at Gov. Code, § 66324, subd. (c)(2).

³² Gov. Code, § 66324 explains this distinction in more detail.

³³ Gov. Code, § 66322, subd. (b).

restrictions are void and unenforceable. (Civ Code 4751).” However, this sentence does not accurately reflect Civil Code section 4751, subdivision (a), which limits the effect of “Any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of any interest in a planned development, and any provision of a governing document, that either effectively prohibits or unreasonably restricts the construction or use of an accessory dwelling unit or junior accessory dwelling unit on a lot zoned for single-family residential use that meets the requirements of Article 2 (commencing with Section 66314) or Article 3 (commencing with Section 66333) of Chapter 13 of Division 1 of Title 7 of the Government Code.” This misrepresentation creates confusion about which provisions apply. Therefore, the City should amend the Ordinance to delete this subdivision or replace it with the accurate text and/or reference to Civil Code section 4751.

31. Section 18.100 – *ADU and JADU Alternate Definitions* – The Ordinance provides alternate definitions of ADUs and JADUs. However, it defined these terms differently in Section 18.42.170 (see related finding “ADU Definition” above). The same terms should not be defined differently. State ADU Law provides definitions of the terms “ADU” and “JADU.”³⁴ Therefore, the City must amend the Ordinance to delete the contradictory definitions of ADU and JADU. The City may amend the Ordinance to replace the contradictory definitions with the statutorily correct definitions or a simple reference to the statutory sections..
32. Section 18.100 – *Multi-Family Housing Definition* – The Ordinance defines “multi-family housing” in part as, “A dwelling unit that is part of a structure containing three or more other dwelling units.” For purposes of State ADU Law a multifamily dwelling structure contains two or more attached dwellings.³⁵ The City may not restrict multifamily ADUs based on its current incorrect definition. Therefore, the City must amend the Ordinance to state that structures with two or more attached dwellings are considered multifamily dwelling structures for purposes of implementing State ADU Law.
33. Section 18.100 – *Primary Residential Unit Definition* – The Ordinance defines a “primary residential unit” in part as, “A house that is occupied and designed with one overall living area for one group of people with one kitchen.” State ADU Law specifies that the lot for the accessory dwelling unit is zoned to allow single or multifamily residential use and include a proposed or existing dwelling.³⁶ The Ordinance implies that a multifamily primary dwelling does not qualify a property for an ADU. Therefore, the City must amend the Ordinance to clarify that for purposes of implementing State ADU Law, a primary dwelling may be either a detached house or a unit in a multifamily dwelling structure.

³⁴ Gov. Code, § 66313, subds. (a) & (d).

³⁵ HCD 2022 ADU Handbook, pages 12-13.

³⁶ Gov. Code, § 66314, subd. (d)(2).

The City has two options in response to this letter.³⁷ The City can either amend the Ordinance to comply with State ADU Law³⁸ or adopt the Ordinance without changes and include findings in its resolution adopting the Ordinance that explain the reasons the City believes that the Ordinance complies with State ADU Law despite HCD's findings.³⁹ If the City fails to take either course of action and bring the Ordinance into compliance with State ADU Law, HCD must notify the City and may notify the California Office of the Attorney General that the City is in violation of State ADU Law.⁴⁰

HCD appreciates the City's efforts in the preparation and adoption of the Ordinance and welcomes the opportunity to assist the City in fully complying with State ADU Law. Please feel free to contact David Barboza at david.barboza@hcd.ca.gov if you have any questions.

Sincerely,



Jamie Candelaria
Senior Housing Accountability Manager
Housing Policy Development Division

³⁷ Gov. Code, § 66326, subd. (b)(2).

³⁸ Gov. Code, § 66326, subd. (b)(2)(A).

³⁹ Gov. Code, § 66326, subd. (b)(2)(B).

⁴⁰ Gov. Code, § 66326, subd. (c).

State ADU/JADU Law Statutory Conversion Table

New Government Code Sections	Previous Government Code Sections
Article 1. General Provisions	
66310	65852.150 (a)
66311	65852.150 (b)
66312	65852.150 (c)
66313	General Definition Section 65852.2 (j) 65852.22 (j)
Article 2. Accessory Dwelling Unit Approvals	
66314	65852.2(a)(1)(A), (D)(i)-(xii), (a)(4)-(5)
66315	65852.2 (a)(8)
66316	65852.2 (a)(6)
66317	65852.2 (a)(3), (a)(7)
66318	65852.2 (a)(9), 65852.2 (a)(2)
66319	65852.2 (a)(10)
66320	65852.2 (b)
66321	65852.2 (c)
66322	65852.2 (d)
66323	65852.2 (e)
66324	65852.2 (f)
66325	65852.2 (g)
66326	65852.2 (h)
66327	65852.2 (i)
66328	65852.2 (k)
66329	65852.2 (l)
66330	65852.2 (m)
66331	65852.2 (n)
66332	65852.23.
Article 3. Junior Accessory Dwelling Units	
66333	65852.22 (a)
66334	65852.22 (b)
66335	65852.22 (c)
66336	65852.22 (d)
66337	65852.22 (e)
66338	65852.22 (f)-(g)
66339	65852.22 (h)
Article 4. Accessory Dwelling Unit Sales	
66340	65852.26 (b)
66341	65852.26 (a)
66342	65852.2 (a)(10)

City of Fort Bragg Draft Coastal ADU Resolution Flyover

Reviewed by: David Barboza

Date of Review: November 13, 2024

The following comments reflect conflicts between current State ADU Laws and the current ADU regulations found in the City of Fort Bragg Draft Coastal ADU Resolution (“Draft Resolution”) received by HCD on October 16, 2024. Where local ADU regulations conflict with State ADU Law without basis in any superseding laws, the City must amend the ADU Ordinance to bring the local regulations into compliance with State ADU Law. This flyover review represents a non-exhaustive list of conflicts to identify major inconsistencies particularly due to recent State ADU Law updates.

The numbering of the findings listed below is the same as the numbering in HCD’s Fort Bragg Flyover review dated September 26, 2024.

Please Note: As of March 25, 2024, with the Chaptering of Senate Bill (SB) 477 (Chapter 7, Statutes of 2024), the sections of Government Code relevant to State ADU and JADU Law have been re-numbered.

Findings

1. The preamble to the Draft Resolution refers to Government Code sections 65952.2 and 65952.22. However, section 65952.2 is a part of the Permit Streamlining Act and section 65952.22 does not exist.
2. Section 1.9 states¹: “The amendments to the Local Coastal Program shall take effect automatically upon Coastal Commission approval and certification pursuant to Public Resources Code Section 30512, 30513, and 30519.” However, ADU regulations must be established by ordinance.² A local coastal program (LCP) consists of “a local government’s (a) land use plans, (b) **zoning ordinances**, (c) zoning district maps, and (d) within sensitive coastal resources areas, other implementing actions, which, when taken together, meet the requirements of, and implement the provisions and policies of, [the Coastal Act] at the local level” (emphasis added).³ The LCP is to be submitted to the Coastal Commission “pursuant to a resolution,” but in the context of ADU regulations it is an ordinance submitted by a resolution.⁴
7. Section 17.42.170.K.3.g states: “Owner-occupancy of either the remaining portion of the single-family home of the JADU is required unless the JADU is

¹ The section numbers listed first in each finding are from the Fort Bragg Draft Resolution received by HCD on October 16, 2024 unless otherwise noted.

² Gov. Code, § 66314.

³ Pub. Res. Code, § 30108.6

⁴ Pub. Res. Code, § 30510.

- created by** a governmental agency, land trust or housing organization” (emphasis added). However, Government Code section 66333, subdivision (b) states: “Owner-occupancy shall not be required if **the owner** is another governmental agency, land trust, or housing organization” (emphasis added).
11. Section 17.42.170.B.2.a regarding multifamily conversion ADUs states: “Units constructed pursuant to this Subsection shall not exceed 50% of the floor area of the median unit size in the multifamily project.” However, ADUs approved pursuant to Government Code section 66323, subdivision (a)(3) have no floor area limit.
 12. Section 17.42.170.B.2.b.iii states, in reference to detached ADUs: “Units constructed pursuant to this Subsection shall not exceed 1,200 square feet in floor area.” However, ADUs approved under Government Code section 66323, subdivision (a)(4) do not have a floor area limit.
 17. Section 17.42.170.I states: “Accessory dwelling units and JADUs shall not be rented for periods of less than 31 days.” However, there is no basis in State JADU Law to set a minimum rental term for a JADU.⁵ State JADU Law requires owner occupancy either in the single-family residence or the JADU, with some exceptions, but does not otherwise restrict the ability to rent a JADU.⁶
 21. Section 17.42.170.K.2.b lists ADU height limits. However, it does not list the height limit in State ADU Law for an ADU located within ½ mile walking distance of a major transit stop or high quality transit corridor.⁷ A portion of the City meets these criteria.⁸
 27. Section 17.42.170.M.2 states, “No replacement parking space(s) are required for the primary unit, when a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an ADU or JADU.” While this reflects current law, SB 1211 will add an “uncovered parking space” to the list of parking space types that are not required to be replaced, effective January 1, 2025.⁹
 29. Section 17.42.170.O states: “ADUs of 750 SF or less shall be exempt from paying capacity and impact fees, and units of more than 750 SF shall pay a prorated share of the capacity and impact fees.” However, Single-family conversion ADUs are exempt from connection fees or capacity charges, regardless of their floor area.¹⁰

⁵ Gov. Code, §§ 66333 – 66339.

⁶ Gov. Code, § 66333, subd. (b).

⁷ Gov. Code, § 66321, subd. (b)(4)(B).

⁸ See “Site Check” website screening tools. Retrieved from sitecheck.opr.ca.gov on 11/12/2024.

⁹ SB 1211 (Chapter 296, Statutes of 2024) amends Government Code section 66314, subdivision (d)(11) to state: “When a garage, carport, covered parking structure, **or uncovered parking space** is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced” (emphasis added).

¹⁰ Gov. Code, § 66324, subd. (d).

31. Section 17.42.170.R.1 states: “The City shall not deny a permit for an unpermitted ADU or JADU that was constructed before January 1, 2020, if the ADU/JADU is: 1) in violation of building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code; or 2) **article or Article 3 (commencing with Section 66333)**, as applicable, or any local ordinance regulating accessory dwelling units or junior accessory dwelling units” (emphasis added). The boldface portion of the quote should refer to Articles 2 and 3 of Chapter 13 of Division 1 of Title 7 of the Government Code (i.e., to Government Code sections 66314 – 66339).¹¹

Next Steps

Please contact me using the information below if you have any questions or comments about this review.

Prepared By



David J. Barboza, AICP (he/him)

Senior Housing Policy Specialist

Housing & Community Development

651 Bannon Street, Suite 400 | Sacramento, CA 95811

Phone: 916.907.3002

david.barboza@hcd.ca.gov

¹¹ See AB 2533 (Chapter 834, Statutes of 2024) as it amends Government Code section 66332, subdivision (a)(2), effective January 1, 2025.



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin St.
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Fort Bragg City Council will conduct a public hearing at a regular meeting to be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on **Monday, February 24, 2025**, at Town Hall, southwest corner of Main and Laurel Streets (363 N. Main Street), Fort Bragg, California 95437. The public hearing will concern the following item:

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

The hearing will be opened for public participation. All interested persons are invited to appear at that time to present their comments. The public comment period runs from the date this notice is published until the date of the hearing to allow sufficient time for submission of comments by mail. Written communications must be directed to the City Clerk, 416 N. Franklin Street, Fort Bragg, CA 95437, or emailed to cityclerk@fortbragg.com, and received no later than the meeting date.

The Agenda Item Summary and supporting documents that will be considered by the Councilmembers will be available for review at Fort Bragg City Hall and on the City’s website: <https://city.fortbragg.com/> 72 hours prior to the public hearing. At the conclusion of the public hearing, the City Council will consider a decision on the matter.

DATED: February 7, 2025

Maria Flynn, Administrative Assistant
Community Development Department

PUBLISH: February 13, 2025

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg in the Administrative Services Department; and that I posted this Notice in the City Hall Notice case on **February 13, 2025**.

Amber Weaver
Acting City Clerk



CIUDAD DE FORT BRAGG

Incorporada el 5 de agosto de 1889

416 N. Calle Franklin.

Fuerte Bragg, California 95437

Teléfono: (707) 961-2823

Fax: (707) 961-2802

AVISO DE AUDIENCIA PÚBLICA

POR LA PRESENTE SE NOTIFICA que el Ayuntamiento de Fort Bragg llevará a cabo una audiencia pública en una reunión regular que se llevará a cabo a las 6:00 p. m., o tan pronto como se escuche el asunto, el **lunes, 24 de febrero de 2025**, en el Ayuntamiento, esquina suroeste de las calles Main y Laurel (363 N. Main Street), Fort Bragg, California 95437. La audiencia pública tratará el siguiente tema:

Recibir un informe, realizar una audiencia pública, recibir la recomendación de la Comisión de Planificación y presentar, solo por título, y renunciar a la primera lectura de las ordenanzas que modifican el Código de uso y desarrollo de tierras interiores (Ordenanza 1004-2025) y el Código de uso y desarrollo de tierras costeras (Ordenanza 1005-2025) para cumplir con los cambios recientes en la ley de vivienda del estado de California relacionada con las unidades de vivienda accesorias. Exento por estatuto según las pautas 15265 de la CEQA sobre adopción de planes y programas costeros y 15282 (h) La adopción de una ordenanza con respecto a las segundas unidades en una zona residencial unifamiliar o multifamiliar por parte de una ciudad o condado para implementar las disposiciones de las Secciones 65852.1 y 65852.2 del Código de Gobierno, como se establece en la Sección 21080.17 del Código de Recursos Públicos.

La audiencia estará abierta a la participación del público. Se invita a todas las personas interesadas a presentarse en ese momento para presentar sus comentarios. El período de comentarios públicos se extiende desde la fecha de publicación de este aviso hasta la fecha de la audiencia para permitir tiempo suficiente para la presentación de comentarios por correo. Las comunicaciones escritas deben dirigirse al Secretario de la Ciudad, 416 N. Franklin Street, Fort Bragg, CA 95437, o enviarse por correo electrónico a cityclerk@fortbragg.com, y recibirse a más tardar en la fecha de la reunión.

El resumen de los puntos de la agenda y los documentos de apoyo que serán considerados por los miembros del consejo estarán disponibles para su revisión en el Ayuntamiento de Fort Bragg y en el sitio web de la ciudad: <https://city.fortbragg.com/> 72 horas antes de la audiencia pública. Al concluir la audiencia pública, el Ayuntamiento considerará una decisión sobre el asunto.

FECHA: 7 de febrero de 2025

Maria Flynn, Asistente Administrativa
Departamento de Desarrollo Comunitario

PUBLICACIÓN: 13 de febrero de 2025

ESTADO DE CALIFORNIA)
) artículos.
COUNTY OF MENDOCINO)

Declaro, bajo pena de perjurio, que soy empleado de la Ciudad de Fort Bragg en el Departamento de Servicios Administrativos; y que publiqué este Aviso en la caja de Avisos del Ayuntamiento el **13 de febrero de 2025**.

Amber Weaver
Secretario municipal interino



Feb 21, 2025

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

By Email: jgodeke@fortbragg.com; mrafanan@fortbragg.com; talbinsmith@fortbragg.com; shockett@fortbragg.com; lpeters@fortbragg.com

CC: iwhippy@fortbragg.com; cityclerk@fortbragg.com; marie@mariejonesconsulting.com; bjb@jones-mayer.com; CDD@fortbragg.com; jlemos@fortbragg.com

Re: Proposed amendments to the City's Accessory Dwelling Unit and Junior Accessory Dwelling Unit Regulations

Dear Fort Bragg City Council,

The California Housing Defense Fund ("CalHDF") submits this letter as a public comment concerning item 7B on the agenda for the City Council meeting scheduled for February 24, 2025, an amendment to the City's regulations for ADUs and JADUs.

CalHDF would like to thank the City for removing the lot coverage requirement for multifamily ADUs and for 150 square foot expansions to existing accessory structures to facilitate ingress and egress for a conversion ADU. However, the proposed ordinance still fails to comply with state law in several ways, and the City should address these problems before approving the ordinance.

Background

The law gives local governments authority to enact zoning ordinances that implement a variety of development standards on ADUs. (Gov. Code, § 66314.) The standards in these local ordinances are limited by state law so as not to overly restrict ADU development. (See *id.*) Separately from local ADU ordinances, Government Code section 66323 establishes a narrower set of ADU types that local governments have a ministerial duty to approve. "Notwithstanding Sections 66314 to 66322 ... a local agency shall ministerially approve" these types of ADUs. (*Id.* at subd. (a).) This means that ADUs that satisfy the minimal requirements of section 66323 must be approved regardless of any contrary provisions of the local ADU ordinance. (*Ibid.*) Local governments may not impose their own standards on such ADUs. (Gov. Code, § 66323, subd. (b) ["A local agency shall not impose any objective development or

2221 Broadway, PH1, Oakland, CA 94612
hi@calhdf.org

design standard that is not authorized by this section upon any accessory dwelling unit that meets the requirements of any of paragraphs (1) to (4), inclusive, of subdivision (a).”].)

In addition, ADUs that qualify for the protections of Government Code section 66323, like other ADUs, must be processed by local governments within 60 days of a complete permit application submittal. (Gov. Code, § 66317, subd. (a).)

State law also prohibits creating regulations on ADU development not explicitly allowed by state law. Government Code Section 66315 states, “No additional standards, other than those provided in Section 66314, shall be used or imposed, including an owner-occupant requirement, except that a local agency may require that the property may be used for rentals of terms 30 days or longer.”

Impermissible Size Limitation on Conversion ADUs in Multifamily Buildings

City code section 18.42.180(B)(2)(a) imposes size limits on ADUs converted from non-livable spaces within multifamily properties. Specifically, the code limits such ADUs to no more than 50% of the floor area of the median unit size in the multifamily project.

However, ADUs that meet the requirements of Government Code Section 66323, subdivision (a)(3) may not be subject to any size limitation. This is because, as discussed *supra*, this section of state law imposes upon the city a duty to approve the ADUs described in that section via a building permit only, without subjecting them to any of the potential standards listed in Sections 66314 to 66322. This means that the City may not impose this size restriction on such ADUs.

Furthermore, from a policy perspective, units in multifamily dwellings are typically much smaller than single family homes. An apartment building could easily have a 600 square foot median unit size, depending on the building’s unit mix. This would mean that the property owner would only be able to develop 300 square foot units. This policy would have a disparate impact on families with children, as 300 square feet is not enough space to house a family. Familial status is a protected class under both state and federal fair housing law (Gov. Code § 12955; 42 USC § 3601 et seq.) and this regulation would violate the City’s duty to affirmatively further fair housing. (Gov. Code, § 8899.50.)

Impermissible Size Limitation on Detached ADU on Multifamily Properties

City code section 18.42.180(K)(2)(d) limits new construction, detached ADUs (including those on multifamily properties) to 1,200 square feet. However, ADUs that meet the requirements of Government Code Section 66323, subdivision (a)(4) may not be subject to any size limitation. This is because, as discussed *supra*, this section of state law imposes upon the city a duty to approve the ADUs described in that section via a building permit only, without subjecting them to any of the potential standards listed in Sections 66314 to 66322. This

means that the City may not impose this size restriction on new construction ADUs on multifamily properties.

Impermissible Certificate of Occupancy Delay

City code section 18.42.180(G) states that the City will not issue a certificate of occupancy for an ADU until it has issued a certificate of occupancy for the primary dwelling. This unusual regulation is not allowed by state law.

Government Code section 66317, subdivision (a) states:

“... If the permit application to create or serve an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the permitting agency may delay approving or denying the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency approves or denies the permit application to create the new single-family or multifamily dwelling, but the application to create or serve the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing ...”

The law allows the City to delay the ADU permit application until the single-family dwelling permit is approved. It does not allow the City to delay issuance of a certificate of occupancy.

As discussed *supra*, state law does not allow the City to independently create regulations to discourage ADU development. Instead, state law prohibits creating regulations on ADU development not explicitly allowed by state law. Government Code Section 66315 states, “No additional standards, other than those provided in Section 66314, shall be used or imposed, including an owner-occupant requirement, except that a local agency may require that the property may be used for rentals of terms 30 days or longer.”

And, of course, the City may not impose this condition on any ADUs that qualify for the protections of Government Code section 66323, given that this section of law imposes a duty on the City to approve such ADUs via ministerial issuance of a building permit and does not allow the City to impose any of the requirements allowed under sections 66314 through 66322.

There are many reasons that a family might choose to initially occupy an ADU. Home development is highly expensive. It is vastly more affordable (and faster) to develop an ADU than a primary dwelling. A family may choose to develop and occupy an ADU while building the primary dwelling, thus saving on rent while they finish the construction project. This regulation does not seem to serve any rational basis, unless the purpose is to discourage the development of ADUs with new single-family homes.

Impermissible Front Setback Requirement

City code section 18.42.180(K)(2)(c) requires ADUs to comply with front setbacks based on the underlying zoning district, with an exception only made if the applicant is unable to build an 800 square foot ADU anywhere else on the property.

However, Government Code section 66323, subdivision (a) does not permit imposition of front setback requirements if the ADUs qualify for the protections of that section of law. There are many policy reasons for this, regardless of whether or not it is possible to locate an ADU elsewhere on the property. For instance, a homeowner may prefer to preserve a private backyard space while redeveloping the less useful front yard. While children may play in the backyard, the front yard is closer to the street and less safe for a variety of activities. The City therefore must allow front yard ADUs that comply with the standards in Government Code section 66323, subdivision (a) both on single family and on multifamily properties.

HCD has issued guidance (the January 2025 HCD ADU [Handbook](#), page 18) affirming the duty of local agencies to allow ADUs protected by Government Code section 66323 in the front setback under all circumstances.



CalHDF appreciates the City's effort to implement state law governing ADU construction. However, the City should amend its ordinance to ensure that it complies with state law.

CalHDF is a 501(c)3 non-profit corporation whose mission includes advocating for increased access to housing for Californians at all income levels, including low-income households. You may learn more about CalHDF at www.calhdf.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dylan Casey".

Dylan Casey
CalHDF Executive Director

A handwritten signature in black ink, appearing to read "James M. Lloyd".

James M. Lloyd
CalHDF Director of Planning and Investigations



City of Fort Bragg

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

Text File

File Number: 25-11

Agenda Date: 2/24/2025

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Staff Report

Agenda Number: 7C.

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



CITY COUNCIL STAFF REPORT

TO: City Council **DATE:** February 24, 2025

DEPARTMENT: Community Development Department

PREPARED BY: Marie Jones, Marie Jones Consulting

PRESENTER: Marie Jones, Marie Jones Consulting

AGENDA TITLE: Hold a Hearing Receive Report and Consider Adopting a Resolution of the Fort Bragg City Council Providing Preliminary Preapproval of Inclusionary Housing Incentives for Proposed Affordable Senior Apartment Project at 860 Hazelwood.

RECOMMENDATION

Adopt a Resolution of the Fort Bragg City Council Providing Preliminary Preapproval of Inclusionary Housing Incentives for Affordable Senior Apartment Project Proposed for 860 Hazelwood.

BACKGROUND

On January 3, 2025 the City received an application for a 49-unit affordable senior housing project proposed for 860 Hazelwood for which the applicant has requested two incentives and a small density bonus in compliance with state law.

DISCUSSION AND ANALYSIS

The inclusionary housing ordinance implements the Housing Element of the General Plan, by offering incentives for the development of housing that is affordable to low- and moderate-income households. Per the Coastal Land Use and Development Code (CLUDC), section 17.32.040 developments of greater than 7 units “must construct 15 percent of all new dwelling units in a residential development as affordable units.”

Additionally, in recognition that the inclusionary housing requirement reduces the profitability and therefore the feasibility of a project the ordinance includes a mechanism by which the City Council can “pre-approve” planning incentives prior to submittal of the final permit application and consideration of the project by the Planning Commission and City Council, see CLUDC section 17.32.070 below:

AGENDA ITEM NO. _____

17.32.070 - Inclusionary Housing Incentives

A. Process for describing incentives. A residential development that complies with the inclusionary housing requirements in Subsection 17.32.040.A. (Number of units required), through the actual construction of inclusionary units, shall be entitled to the following procedures and incentives.

1. Voluntary conceptual preliminary approval of incentives.
 - a. Before the submittal of any formal application for a General Plan amendment, rezoning, Coastal Development Permit, Use Permit, Tentative Map, or other permit or entitlement describing and specifying the location, number, size, and type of the housing development, the developer may submit **a letter of request for incentives identifying any requests for density bonus, incentives, modifications, or waivers of development or zoning standards necessary to make construction feasible for the proposed development, including the inclusionary units.** The Council shall review the preliminary development proposal and the letter of request for incentives within 90 days of submittal at a public hearing and indicate conceptual preliminary approval or disapproval of the proposed development and request for incentives, modifications, or waivers of development or zoning standards.
 - b. Preliminary approval or disapproval shall not bind the Council, but rather shall be subject to the discretion of the Council to modify its preliminary recommendations based upon a full review of all pertinent project information, including any CEQA analysis, presented at the public hearing on the subject application.
 - c. The provisions of this Section do not replace, supersede or modify the independent requirement for a CDP approved pursuant to the otherwise applicable policies and standards of the certified LCP.

State law requires the City to grant at least three incentives per Government Code section 659159(d)(2)(c) as the project is proposed at 100% affordable to low-income seniors.

(C) Three incentives or concessions for projects that include at least 24 percent of the total units for lower income households, at least 15 percent for very low income households, or at least 30 percent for persons and families of moderate income in a development in which the units are for sale.

The applicant has requested the following two incentives (Attachment 1):

1. *“Height: Pursuant to Table 2-5 in the Code, the Project may have a maximum height of 35 feet, which it currently exceeds by 7’8”. The entire 3rd story of the development would need to be removed in order for the Project to abide by this development standard, therefore making its removal necessary for the Project’s financial feasibility.*
2. *Parking: Pursuant to Table 3-7 in the Code, the Project must provide 2 parking stalls per unit plus guest parking at a rate of 1 stall per 3 units. This would place the mandatory minimum parking count at 114 stalls. As designed, the Project can only accommodate 75 parking spaces. This is above the minimum parking count as outlined in California Government Code (p)(l)(A) and (p)(l)(B).”*

Additionally, according to State Law, the applicant may request a density bonus of 80% based on the level of affordability (100%) of the project. However, the applicant has requested a 9% density bonus to construct the project at 16.39 units/acre instead of the 15 units/acre required in the zoning district.

FISCAL IMPACT

This approval will not have a significant fiscal impact.

ENVIRONMENTAL ANALYSIS

The addition of affordable apartments in Fort Bragg will reduce overall emissions as the City is small and compact and locating residence within the City will result in fewer vehicle miles traveled than new development within the county. Moreover, the consideration and approval of preliminary incentives has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) (“CEQA”). City staff has determined that the proposed approval of preliminary incentives amendments does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of the Resolution does not bind the Council which under the Inclusionary housing ordinance, retains the authority to modify the pre-approval when upon a full review of the pertinent information. These incentives will be subject to review under CEQA and the specific impacts of such projects will be analyzed under CEQA at time of project review and approval of the development project before the Planning Commission and when the Planning Commission recommendation is presented to the Council.

STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

The granting of planning incentives and a density bonus for affordable housing is consistent with state law, Program H-2.4.1 of the City’s Housing Element and Chapter 17.32 of the Coastal Land Use and Development Code. If approved the project would help implement the City’s Strategic Plan housing goal of 200 new housing units by 2026.

COMMUNITY OUTREACH

This project has not been the subject of community outreach. Community outreach is not feasible prior to a fully noticed public hearing for current planning projects.

COMMITTEE REVIEW AND RECOMMENDATIONS

The Planning Commission will hold a Public Hearing on this project in March and forward a recommendation for the project permits to the City Council soon thereafter.

ALTERNATIVES

The City, under the State’s density bonus law, can only deny the requested incentives if the City can prove with substantial evidence that the incentives are not required for a financially and physically feasible project. The following facts of the project don’t seem to allow for this flexibility.

- This site requires a large stormwater infiltration basin, and it is not feasible to both accommodate the infiltration basin and the minimum density of the site with existing height limits.
- The applicant must at least achieve minimum density at the site to be eligible for Tax

Credit financing. Without the requested height change the project is not financially feasible as it would not achieve minimum densities and would not be eligible for tax credit financing.

- Likewise, the site is not large enough to accommodate all the required parking, the units and the stormwater infiltration basin, nor is the required parking consistent with parking usage for senior apartments.
- Finally, as noted in the applicant's letter, the small addition in height is required to accommodate the elevator shaft which is required by law for senior ADA access.

IMPLEMENTATION/TIMEFRAMES

The applicant has submitted final project designs, and their application will be brought forward to the Planning Commission and City Council for consideration in March 2025.

ATTACHMENTS

1. Letter Request for Incentives
2. Resolution of the Fort Bragg City Council Providing Preliminary Preapproval of Affordable Housing Incentives and Density Bonus for a Proposed Senior Apartments Project at 860 Hazelwood.
3. Public Hearing Notice

NOTIFICATION

'Notify Me' Housing List
Applicant- AMG & Associates, LLC
Agent- Jacob Soroudi
Property Owner- Angelina F. Moura



PO Box 260770
Encino, California 91316
Land Planning, Finance & Development
Tel. 818-380-2600
Fax. 818-380-2603

January 3, 2025

City of Fort Bragg
Received
JAN 03 2025

Maria Flynn
Community Development Department
City of Fort Bragg
416 N. Franklin St
Fort Bragg, CA 95437

Density Bonus Request – Hazelwood Senior Apartments

Ms. Flynn,

Pursuant to section 65915 et. seq. of the California Government Code, AMG & Associates, LLC and The Pacific Companies, Inc. (jointly, the “Applicant”) request the waivers, concessions and incentives to make feasible the development of the Hazelwood Senior Apartments (the “Project”) to be located at 860 Hazelwood Street, Fort Bragg, CA 95437.

The Project, as proposed, will consist of 37 two-bedroom units and 12 three-bedroom units. With the exception of the manager’s unit, all units will be restricted to lower income households earning between 30% and 60% of the area median income (“AMI”) for Mendocino County, adjusted for household size. Due to the high price of land and low investment returns, concessions and incentives are necessary and needed for the Project to be economically viable.

Pursuant to Fort Bragg Municipal Code (the “Code”) Table 2-5, the Project may have a density of no more than 15 du/ac. Our density is currently 16.39 du/ac. We hereby request a density bonus of 9.2% to compensate for this deficiency. This is well under the density bonus limit of 80% available to fully affordable housing developments, as outlined in California Government Code (f)(3)(D)(i).

Requested Concessions, Waivers and Parking Reduction:

- 1) Height: Pursuant to Table 2-5 in the Code, the Project may have a maximum height of 35 feet, which it currently exceeds by 7’8”. The entire 3rd story of the development would need to be removed in order for the Project to abide by this development standard, therefore making its removal necessary for the Project’s financial feasibility.
- 2) Parking: Pursuant to Table 3-7 in the Code, the Project must provide 2 parking stalls per unit plus guest parking at a rate of 1 stall per each 3 units. This would place the mandatory minimum parking count at 114 stalls. As designed, the Project can only accommodate 75 parking spaces. This is above the minimum parking count as outlined in California Government Code (p)(1)(A) and (p)(1)(B).



PO Box 260770
Encino, California 91316

Land Planning, Finance & Development

Tel. 818-380-2600

Fax. 818-380-2603

Thank you in advance for your time and attention in this matter. Please do not hesitate to reach out to my staff with any questions or concerns regarding this request. We look forward to working with the City of Fort Bragg to bring this development to fruition.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Alexis Gevorgian', is written over a faint, light blue grid background.

Alexis Gevorgian
Managing Member, AMG & Associates, LLC

RESOLUTION NO. CC -2025

RESOLUTION OF THE FORT BRAGG CITY COUNCIL PROVIDING PRELIMINARY PREAPPROVAL OF INCLUSIONARY HOUSING INCENTIVES FOR THE PROPOSED AFFORDABLE SENIOR APARTMENT PROJECT AT 860 HAZELWOOD

WHEREAS, AMG & Associates, LLC (“Applicant”) submitted an applicant for: Coastal Development Permit 1-25 (CDP 1-25), Design Review 1-25 (DR 1-25), Use Permit 1-25 (UP 1-25) to construct a multifamily apartment project at 860 Hazelwood Street.

WHEREAS, at 860 Hazelwood Street, Fort Bragg, California (Assessor Parcel Number: 018-210-29-00) is in the High Density Residential (RH), Coastal Zone and no changes to the site’s current zoning designation are proposed under the Project; and

WHEREAS, the Project is subject to the Fort Bragg Coastal General Plan and Coastal Land Use and Development Code (CLUDC); and

WHEREAS, Section 17.32.020 of the CLUDC requires the City Council to provide preliminary approval or disapproval of applicant-requested incentives, modifications, or waivers of development or zoning standards for the development of new multifamily housing units that include inclusionary housing units; and

WHEREAS, the City Council held a public hearing on February 24, 2025, to accept public testimony and consider preliminary approval of incentives for the proposed Project; and

WHEREAS, preliminary approval or disapproval shall not bind the Council, but rather shall be subject to the discretion of the Council to modify its preliminary recommendations based upon a full review of all pertinent project information, including any CEQA analysis, presented at the public hearing on the subject application; and

WHEREAS, preliminary approval of incentives does not qualify as a Project under CEQA because it does not have the potential for creating a significant effect on the environment and therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of the Resolution does not bind the Council which, under the Inclusionary housing ordinance, retains the authority to modify the pre-approval upon full review of the pertinent information. These incentives and the entirety of the project will be presented to Planning Commission which will issue a recommendation to the City Council at a future date; and

NOW, THEREFORE, BE IT RESOLVED that the City of Fort Bragg Council hereby provides preliminary approval of the following incentives for the multifamily housing project proposed for 1151 South Main Street:

- Exceed the maximum height of 35 feet by 7'8" for a total height limit of 42'8".
- Reduce the mandatory parking requirement from 114 stalls to 75 parking spaces.
- Increase the maximum density by 9% to 16.5 units/acre.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its passage and adoption.

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 held on the 24th day of February 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

Jason Godeke, Mayor

ATTEST:

Amber Weaver, Acting City Clerk



City of Fort Bragg

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

Text File

File Number: 25-38

Agenda Date: 2/24/2025

Version: 1

Status: Business

In Control: City Council

File Type: Consent Calendar

Agenda Number: 8A.

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



CITY COUNCIL STAFF REPORT

TO: City Council

DATE: February 24, 2025

DEPARTMENT: Economic Development Department

PREPARED BY: Sarah McCormick, Economic Development Manager

AGENDA TITLE: Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with Palni, Inc. for On-Call, As-Needed, Technical Assistance, and Engineering and Design Services Related to Municipal Broadband Utility Project, and Authorizing City Manager to Execute Contract (Amount Not to Exceed \$55,000)

Adopt Resolution Approving Professional Services Agreement with Palni, Inc. for On-Call, As-Needed, Technical Assistance, and Engineering and Design Services Related to Municipal Broadband Utility Project

BACKGROUND

The City contracted with Palni, Inc. to complete the Low-Level Design for the Municipal Broadband Utility Project, which included Outside Plant (OSP) design and computer-aided design (CAD) construction drawings.

DISCUSSION AND ANALYSIS

Palni, Inc. completed the network design for the Municipal Broadband Utility Project, and is an integral part of the team working to deliver this project. Staff recommendation is for the City to retain Palni, Inc. on an on-call, as-needed basis to provide technical assistance and complete updates or findings encountered during the construction process (Att. 3 – Scope of Work).

FISCAL IMPACT/FUNDING SOURCE

The City of Fort Bragg received \$10.3 million of Federal Funding Account Program grant funds, and Congressman Huffman approved \$1 million of Community Project Funding to construct this project. Council has directed staff to utilize debt financing and unidentified grant program awards to finance the remaining \$3.3 million needed for this capital improvement project estimated at \$14.7 million.

NOTE: The City circulated a Request for Proposals to secure Construction Management Services, and released Construction Bid Documents to secure Construction Services

AGENDA ITEM NO. XX

for the Municipal Broadband Utility Project. Recommendations for these two contracts will be presented to City Council at the next regularly scheduled meeting.

STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

GOAL 1: Invigorate Economic Opportunity and Community Vibrancy

1D. Develop and maintain affordable and reliable high-speed fiber-optics infrastructure to support and attract diverse businesses, online education, and remote employment that will connect Fort Bragg to the world.

- Construct, manage, and maintain a municipal broadband utility that provides citywide access to underground networks with industry-leading speeds to provide secondary communication during emergencies and support businesses.

ENVIRONMENTAL ANALYSIS

Award of this contract does not constitute a "project" under the California Environmental Quality Act (CEQA) Guidelines section 15378 as it does not involve any commitment to any specific project that may result in a physical change in the environment and work under the contract will consist of support services only, and no support services during construction of the individual project(s) will be initiated under this contract until any appropriate environmental review under CEQA if required, has been completed for the individual project(s).

ATTACHMENTS:

1. Resolution XXXX-2025
2. Agreement
3. Scope of Work

NOTIFICATION:

"Notify Me" subscriber lists: Economic Development Planning; Fort Bragg Downtown Businesses; and Blue Economy

RESOLUTION NO. XXXX-2025

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING PROFESSIONAL SERVICES AGREEMENT WITH PALNI, INC
FOR AS NEEDED, ON-CALL TECHNICAL ASSISTANCE, AND BROADBAND
ENGINEERING AND DESIGN SERVICES, AND AUTHORIZING CITY
MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED \$55,000).**

WHEREAS, the City has been awarded \$479,529.00 in grant funding from the California Public Utilities Commission (CPUC) through the Local Agency Technical Assistance (LATA) grant program; and

WHEREAS, the City requested these grant funds to complete pre-construction planning work associated with deployment of a municipal broadband utility serving residents, businesses, and visitors of the City of Fort Bragg; and

WHEREAS, Council approved Resolution 4684-2023 selecting Palni, Inc. as the most suitable firm to contract with the City for planning work related to establishing a municipal broadband utility; and

WHEREAS, Council approved Resolution 4863-2024 accepting \$10.3 Million in Federal Funding Account (FFA) grant program funds to construct last mile digital infrastructure and implement the Municipal Broadband Utility Project; and

WHEREAS, Palni, Inc. has been an integral part of the team and the City desires to retain Palni, Inc services on as as-needed, on-call basis to support the City throughout the construction phase; and

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

1. Palni, Inc. has the experience and expertise necessary to complete the proposed activities, described in Exhibit A.
2. FFA grant program funding will cover all costs associated with proposed contract.

WHEREAS, award of this contract does not constitute a "project" under the California Environmental Quality Act (CEQA) Guidelines section 15378 as it does not involve any commitment to any specific project that may result in a physical change in the environment and work under the contract will consist of support services only, and no support services during construction of the individual project(s) will be initiated under this contract until any appropriate environmental review under CEQA if required, has been completed for the individual project(s).

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg does hereby approve a Professional Service Agreement with Palni, Inc. to provide on-call, as-needed technical assistance, and engineering and design services, to deploy a municipal broadband utility, and authorizes the City Manager to execute contract (amount not to exceed \$55,000.00).

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 held on the ____ day of February, 2025, by the following vote:

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

**JASON GODEKE
Mayor**

ATTEST:

**Amber Weaver
Acting City Clerk**

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

THIS AGREEMENT is made and entered into **this ___ day** of February, 2025 (“Effective Date”), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and PALNI, INC., an Illinois company, 109 S Rosedale Road, Suite 201, Schaumburg, IL 60193 (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call, as-needed engineering and design services and technical assistance for the municipal broadband utility project, as more fully described herein; and

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

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

E. 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.

F. WHEREAS, the legislative body of the City on February 24, 2025 by Resolution No. **xxx** authorized execution of an Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law; and

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City as hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

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

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

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

1.7. Delegation and Assignment. This is a personal service contract, and the duties set

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

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

2.0. COMPENSATION, BILLING AND PREVAILING WAGES

2.1. Compensation. Consultant's total compensation shall not exceed Fifty Five Thousand Dollars (\$55,000.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

accordance with this Agreement by July 31, 2026 The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and expire on September 30, 2026 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

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

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may

procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Project Managers. The Project Manager designated to work directly with Consultant in the performance of this Agreement will be the City's Special Projects Manager

Sarah McCormick. 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 Mitch Drake as its Project Manager, who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:
Laki Sundaram,
Palni, Inc.
109 S Rosedale Road, Suite 201
Schaumburg, IL 60193
Tel: 469-712-4178

IF TO CITY:
City Clerk
City of Fort Bragg
416 N Franklin Street
Fort Bragg, CA 965437
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 arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed

officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees

that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 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.

6.27. Use of Recycled Paper Products. In the performance of this Agreement,

Consultant shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

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

CITY

CONSULTANT

By: _____
Isaac Whippy
Its: City Manager

By: _____
Laki Sundaram
Its: Chief Operating Officer

ATTEST:

By: _____
Amber Weaver
Acting City Clerk

APPROVED AS TO FORM:

By: _____
Baron Bettenhausen
City Attorney

EXHIBIT A

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

Scope of Work

1. Design/Engineering & Technical Assistance

A. Palni completed the Low-Level Design for the City of Fort Bragg’s Municipal Broadband Project, and will be available on an as-needed basis to quickly support the City with any updates or findings encountered during the construction process. This includes, but is not limited to:

- Attending remote meetings with Project Team to help identify and support design/engineering solutions, as needed.
- Provide revisions to the network design, if required.

2. Project Administration

A. All project data including, but not limited to field data and design drawings will be provided to the City and retained on a Palni internal server for 2 years after the completion of the project.

3. Budget and Schedule of Charges

A. Invoice will be submitted monthly and paid within 30-days received.

B. Budget and Schedule of Charges.

Activity	Description	UOM	Rate	Notes:
Design Revisions	Per foot Rate for revisions	Foot	\$0.12	Any Revision =>250 feet this unit will be used in addition to the Min unit
Design Revisions	Minimum charge per revision	Each	\$200.00	Unit will be utilized for revisions required due to information change or construction changes. (<250ft)
Design Support	Hourly support for calls and various other requests	Hour	\$50.00	This will be reviewed with Sarah before invoicing
Project Management	Hourly support for project management support	Hour	\$165.00	this will also include any time need for Electronics review and changes
Charges in this SOW are not to exceed \$55,000				

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Scope of Work

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Charges in this SOW are not to exceed \$55,000				



City of Fort Bragg

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

Text File

File Number: 25-35

Agenda Date: 2/24/2025

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 8B.

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

Adoption of the resolution accepts the Ordinance 672 Annual Salary Survey Results, establishes the City Clerk, Non-Certified Confidential/Non-Bargaining Classification, and confirms the pay rates and ranges for all City of Fort Bragg established classifications effective January 1, 2025.

RESOLUTION NO. ____-2025

RESOLUTION OF THE FORT BRAGG CITY COUNCIL ACCEPTING THE FORT BRAGG POLICE DEPARTMENT SALARY SURVEY RESULTS AS REQUIRED BY ORDINANCE 672, ESTABLISHING THE CITY CLERK, NON-CERTIFIED CONFIDENTIAL/NON-BARGAINING CLASSIFICATION, AND CONFIRMING THE PAY RATES AND RANGES FOR ALL CITY OF FORT BRAGG ESTABLISHED CLASSIFICATIONS EFFECTIVE JANUARY 1, 2025

WHEREAS, the voters adopted Ordinance 672 requiring an annual review of the compensation schedule for employees of the Fort Bragg Police Department; and

WHEREAS, the City has completed the study, reviewed and analyzed the data for salaries of comparable positions in the cities of Willits and Ukiah, and the Mendocino County Sheriff's Office as required by Ordinance 672 and attached hereto as Exhibit A; and

WHEREAS, the City conducted a recruitment to backfill the vacant City Clerk position in December 2024; and

WHEREAS, the City Clerk classification, a full-time, Mid-Management, exempt position that is part of the Mid-Management employee group that is not being filled at this time; and

WHEREAS, the City Council approved the appointment of Diana Paoli to the City Clerk, Non-Certified classification during the January 27, 2025, closed session and reported out during the regular City Council meeting held January 27, 2025; and

WHEREAS, the City Clerk, Non-Certified classification is a full-time, confidential, non-exempt, position that is part of the Confidential/Non-Bargaining employee group and is a non-represented position that is established January 1, 2025; and

WHEREAS, the newly established City Clerk, Non-Certified classification, will provide salary savings; and

WHEREAS, the salary results and proposed salary increases were presented to the Fort Bragg Police Association (FBPA) for review and comment; and

WHEREAS, the FBPA, by an affirmative vote of the majority of its members, has approved the salary results and the proposed salary adjustments incorporated and outlined in the attached City of Fort Bragg Salary Rate Compensation Plan attached hereto as Exhibit B; and

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

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

WHEREAS, CalPERS code requires the City to have a publicly adopted and posted salary schedule; and

WHEREAS, the full salary schedule is available on the City's website and attached hereto as Exhibit A; and

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

1. The foregoing recitals are true and correct and are made part of this Resolution.
2. Accepts Ordinance 672 Annual Salary Survey results and referenced salary changes will be effective January 1, 2025, as shown in Exhibit A.
3. The new classification of City Clerk, Non-Certified, a full-time, non-exempt position that is part of the Confidential/Non-Bargaining employee group and is not represented, is hereby established effective January 1, 2025.
4. Adopt the City of Fort Bragg Master Salary Rate Compensation Plan as presented in Exhibit B.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg does hereby accept the Ordinance 672 Annual Salary Survey Results, establishes the City Clerk, Non-Certified classification, a confidential, non-exempt, Confidential/Non-Bargaining position, and adopts the City of Fort Bragg Master Salary Rate Compensation Plan as presented in Exhibit A effective January 1, 2025.

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 24th day of February 2024 by the following vote:

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

**Jason Godeke
Mayor**

ATTEST:

Amber Lenore Weaver

Acting City Clerk



CITY COUNCIL STAFF REPORT

TO: Finance & Administration Committee **DATE:** January 29, 2025

DEPARTMENT: Administration Department

PREPARED BY: Juli Mortensen, Human Resources Manager

PRESENTER: Juli Mortensen, Human Resources Manager

AGENDA TITLE: 2025 Ordinance 672 Salary Survey

RECOMMENDATION

Receive the annual Ordinance 672 Salary Survey. Approval to bring forward the recommended salary adjustments to the full City Council on February 10, 2025, to be implemented retroactively to January 1, 2025.

BACKGROUND

Ordinance 672 establishes minimum standards of compensation, benefits, and salaries for members of the Police Department of the City of Fort Bragg. The purpose of the ordinance is to ensure the public health, safety, and welfare of the residents of the City of Fort Bragg by retaining competent, qualified, trained, and experienced law enforcement employees. To reach this goal, Ordinance 672 helps to maintain compensation, salaries, and benefits that are competitive with other law enforcement agencies in the County of Mendocino of the State of California by requiring an annual salary survey to be conducted.

Specifically, Ordinance 672 requires the City of Fort Bragg to conduct a salary survey on an annual basis to determine the existing monthly salaries of each classification of like or comparable agencies or ranks (including experience, education, and training) of the Police Departments of the City of Willits, the City of Ukiah, and the Mendocino County Sheriff's Department. It states that the average of the salaries for each of the comparable grades or ranks of the members of the respective comparable agencies (City of Willits, City of Ukiah, and Mendocino County Sheriff) shall be the minimum salaries of the City of Fort Bragg Police Department for the respective comparable grades or ranks that is effective each January 1st.

The Fort Bragg City Council approves all salary schedules, which include all classification titles and compensation rates, that comply with the California Public Employees' Retirement (CALPERS) System code requirement to have a publicly adopted and posted salary schedule. To allow the Fort Bragg City Council to make an informed decision, this agenda

AGENDA ITEM NO. 24-1045

item summary report (staff report) provides a summary of the survey methodology used for the completed salary survey.

The methodology used for this year's survey follows what was done for the 2024 Ordinance 672 Annual Salary Study. The 2024 survey results were discussed during the labor negotiations between the City of Fort Bragg and the Fort Bragg Police Association.

To begin, Human Resources reached out to the City of Ukiah, the City of Willits, and the Mendocino County Sheriff to obtain their respective salary schedules, longevity pay, POST (Peace Officer Safety and Training) pay, Education Incentive, and Uniform Allowance. These items were agreed upon during the negotiation process, and this methodology will be followed in future years.

Before discussing some challenges, defining some of the terms used in the survey and some historical information is helpful. PEPRA is a California Law that significantly altered how CalPERS calculates and applies retirement benefits for public employees hired on or after January 1, 2013. The change resulted in lower pension benefits for new CalPERS members due to changes in the calculation formula. Our Police Department personnel are predominately CalPERS Local Safety PEPRA (PEPRA stands for Public Employees' Pension Reform Act) rather than CalPERS Local Safety Classic. The Employer Paid Member Contribution (EMPC) does not apply to Local Safety PEPRA employees. Since the City's law enforcement personnel are predominately PEPRA, the contribution rates shown in the survey reflect PEPRA rates.

The Mendocino County Sheriff employees participate in the Mendocino County Employees Retirement Association (MCERA), while the City of Fort Bragg employees are enrolled in CalPERS. To effectively compare each agency's employer and employee contribution rates, it's important to match the appropriate MCERA categories with the corresponding CalPERS categories:

- MCERA Safety Three PEPRA: This category is equivalent to the CalPERS Local Safety PEPRA category.
- MCERA General Tier 4: This category aligns with the CalPERS Miscellaneous PEPRA category.

By comparing these equivalent categories, you can better understand and analyze the contribution rates for each agency's retirement programs.

As per above, some challenges were encountered during the information-gathering process. One challenge was obtaining the "Normal Cost + EMPC" for the Mendocino County Sheriff. CalPERS establishes an employer rate that a given agency must pay for each participating employee. The normal cost is an estimated percentage of salary based on the employee pool (age, salary, investment returns, etc.) and is determined by periodic actuarial valuations under state law. In the context of CalPERS and the MCERA valuations, "EMPC" stands for "Employer Paid Member Contribution." This refers to the portion of an employee's

CalPERS/MCERA pension contribution that is paid by their employer, essentially acting as a contribution on top of the standard employee contribution rate.

Human Resources contacted Mendocino County to obtain the MCERA employer and employee contributions and the Normal Cost + EMPC, as defined above. When doing so, the County provided the following contribution rates.

- Safety 3 PEPRA EE contribution is 13.69%
- Safety 3 PEPRA Employer contribution is 65.79%.
- General Tier 4 for Community Services Officer is 9.13%.
- General Tier 4 Employer contribution for Community Services Officer is 33%.

A possible reason for the high MCERA employer contribution was that the County included their unfunded liability (UAAL). It is the amortized dollar amount needed to fund past service credit earned (or accrued) for members currently receiving benefits, active members, and members entitled to deferred benefits as of the valuation date. Human Resources referred to the Mendocino County Employees Retirement Association (MCERA) valuation reports based on that information. The 2022 valuations are being used for the survey because the actuarial valuations conducted by CalPERS and MCERA are typically used to set employer contribution rates for the fiscal year that begins one year after the valuation date, meaning the data from the 2022 valuation report determines the contribution rates.

Human Resources could not verify the validity of the County's employer contribution rates. As a result, the decision was made to use the numbers from the previous year's survey for the employer and employee contribution rates.

The 2024 Ordinance 672 study did not include the Police Chief classification. In years before 2024, the salary of the Police Chief and Police Captain has been included in the annual survey because they are sworn peace officers and perform law enforcement tasks for the City. In a side letter dated November 8, 2024, the Police Chief and the City agreed that Chief Cervenka's salary should be determined by the annual salary survey or by agreement. As a result, the Police Chief classification is included in the salary survey.

DISCUSSION AND ANALYSIS

The following assumptions were made while conducting the survey:

- Salary is based on 2080 hours in a year.
- The base classification is used so the appropriate premium pay, such as POST can be applied.
- POST pay is based on Advanced POST.
- Education Incentive Pay is based on a Master's Degree.
- Longevity is based on 20 years.
- PERS is based on PEPRA.

- Medical, dental, and vision are based on the most expensive plan at each agency at the Family Tier.

In addition to the above assumptions, a few items should be pointed out.

- The City of Ukiah's Longevity Pay is a bit different than the other agencies as it is a one-time lump sum each year.
- The City of Ukiah's Police Association contract expires on September 18, 2025.
- The medical, dental, and vision for the cities of Willits and Ukiah are REMIF plans.
- HR reached out to the City of Willits on numerous occasions, but ultimately was unsuccessful in obtaining updated salary data. Due to this, the City of Willits data is based on the 2023-2024 salary schedule currently posted on their website.
- The City of Willits is currently negotiating with its Police Association, and it is unclear how soon an updated compensation schedule will be provided.
- The City of Fort Bragg, compensation schedule effective December 1, 2024, was used for the survey.
- For the City of Willits, the top number from the March 2022 Chief of Police Recruitment Brochure was used for the Police Chief classification comparison.

The following page shows the results for each classification included in the survey: the Community Service Officer, Police Recruit, Police Sergeant, Police Captain, and Police Chief classifications.

Community Services Officer

 City of Fort Bragg Title: Community Service Officer Analysis Date: Nov. 2024																				
Survey Agency	Comparable Classification	Effective Date	Top Step Monthly Salary	Uniform Allowance	POST Pay	Educational Incentive Pay	Longevity	Total Normal Cost + EPMC			EE Contribution		Wages + Pension	Health	Dental	Vision	Deferred Compensation	Total Benefits	Total Comp	Rank
								(%)	(\$)	(%)	(\$)									
City of Ukiah	CSO (3056)	9/29/2024	\$5,715	\$83	N/A	\$0	\$292	16.20%	\$987	8.00%	-\$487	\$6,589	\$2,371	\$122	\$29	\$15	\$2,537	\$9,126	2	
City of Willits	CSO I (624)	7/1/2023	\$5,188	\$83	N/A	\$0	\$250	15.43%	\$852	7.75%	-\$428	\$5,946	\$3,465	\$143	\$18	\$0	\$3,626	\$9,572	1	
Mendocino County	CSOc (7065)	7/7/2024	\$5,011	\$100	N/A	\$251	\$301	19.77%	\$1,119	9.13%	-\$517	\$6,265	\$2,806	\$0	\$0	\$0	\$2,806	\$9,071	3	
City of Fort Bragg	CSO	12/1/2024	\$5,351	\$83	N/A	\$0	\$161	16.25%	\$909	8.25%	-\$462	\$6,042	\$2,268	\$115	\$18	\$0	\$2,401	\$8,443	4	
Average			\$5,305									\$6,266						\$9,256		
Variance From Average			0.87%									-3.71%						-9.63%		

Police Recruit



City of Fort Bragg
Title: Police Recruit
Analysis Date: Nov. 2024

Survey Agency	Comparable Classification	Effective Date	Top Step Monthly Salary	Uniform Allowance	POST Pay	Education Incentive Pay	Longevity	Total Normal Cost +		EE Contribution		Wages + Pension	Health	Dental	Vision	Deferred Compensation	Total Benefits	Total Comp	Rank	
								(%)	(\$)	(%)	(\$)									
City of Ukiah	Police Officer-Step 0	9/29/2024	\$6,406	\$83	N/A	\$0	\$292	16.20%	\$1,098	8.00%	-\$542	\$7,337	\$2,371	\$122	\$39	\$15	\$2,548	\$9,884	1	
City of Willits	No such classification	6/30/2024	N/A	N/A	N/A	N/A	N/A	15.43%	\$0	7.75%	\$0	N/A	\$0	\$0	\$18	\$0	\$0	N/A	4	
Mendocino County	Deputy Sheriff-in-Training (7167)	7/7/2024	\$5,335	\$100	N/A	\$267	\$320	19.77%	\$1,191	9.13%	-\$550	\$6,663	\$2,806	\$0	\$0	\$0	\$2,806	\$9,469	2	
City of Fort Bragg	Police Recruit	12/1/2024	\$5,177	\$83	N/A	\$0	\$155	16.25%	\$880	8.25%	-\$447	\$5,849	\$2,572	\$115	\$18	\$0	\$2,705	\$8,554	3	
			Median	\$5,870														\$7,000	\$9,677	
			Variance from Median	-13.39%														-19.67%	-13.12%	
			Average	\$5,870														\$7,000	\$9,677	
			Variance From Average	-13.39%														-19.67%	-13.12%	

Police Officer



City of Fort Bragg
Title: Police Officer
Analysis Date: Nov. 2024

Survey Agency	Comparable Classification	Effective Date	Top Step Monthly Salary	Uniform Allowance	POST Pay	Educational Incentive Pay	Longevity	Total Normal Cost + EPMC		EE Contribution		Wages + Pension	Health	Dental	Vision	Deferred Compensation	Total Benefits	Total Comp	Rank	
								(%)	(\$)	(%)	(\$)									
City of Ukiah	Police Officer (3273)	9/29/2024	\$8,589	\$83	\$859	\$0	\$292	29.00%	\$2,849	14.50%	-\$1,424	\$11,248	\$2,371	\$122	\$15	\$0	\$2,508	\$13,756	3	
City of Willits	Police Officer (70J)	7/1/2023	\$6,182	\$83	\$618	\$0	\$250	27.29%	\$1,947	13.75%	-\$981	\$8,099	\$3,465	\$143	\$18	\$0	\$3,626	\$11,725	4	
Mendocino County	Deputy Sheriff II (7204)	7/7/2024	\$8,538	\$100	\$854	\$427	\$512	26.91%	\$2,807	13.69%	-\$1,428	\$11,811	\$2,806	\$0	\$0	\$0	\$2,806	\$14,616	1	
City of Fort Bragg	Police Officer	12/1/2024	\$8,726	\$100	\$873	\$0	\$262	27.29%	\$2,718	13.75%	-\$1,369	\$11,309	\$2,572	\$115	\$18	\$0	\$2,705	\$14,013	2	
			Average	\$7,770														\$10,386	\$13,366	
			Variance From Average	12.30%														8.88%	4.84%	

Police Sergeant

Survey/Agency	Comparable Classification	Effective Date	Top Step Monthly Salary	Uniform Allowance	POST Pay	Educational Incentive Pay	Longevity	Total Normal Cost + EPMC		EE Contribution		Wages + Pension	Health	Dental	Vision	Deferred Compensation	Total Benefits	Participates in Social Security	Total Comp	Rank
								(%)	(\$)	(%)	(\$)									
City of Ukiah	Police Sergeant (3177)	9/29/2024	\$11,005	\$83	\$560	\$220	\$292	29.00%	\$3,524	14.50%	\$1,782	\$13,913	\$2,371	\$122	\$15	\$0	\$2,508	No	\$16,421	2
City of Willits	Police Sergeant (81C)	7/1/2023	\$8,234	\$83	\$412	\$0	\$250	27.29%	\$2,450	13.75%	-\$1,235	\$10,195	\$3,465	\$143	\$18	\$0	\$3,626	?	\$13,922	4
Mendocino County	Sheriff's Sergeant (7131)	7/7/2024	\$10,421	\$100	\$1,042	\$521	\$625	29.91%	\$3,420	13.89%	-\$1,740	\$14,389	\$2,806	\$0	\$0	\$0	\$2,806	Yes	\$17,195	1
City of Fort Bragg	Police Sergeant	12/1/2024	\$10,142	\$100	\$507	\$0	\$304	27.29%	\$3,016	13.75%	-\$1,520	\$12,550	\$2,572	\$115	\$18	\$0	\$2,705	Yes	\$15,254	3
Average			\$9,987									\$12,632							\$15,813	
Variance From Average			2.58%									-2.29%							-3.66%	

Special Investigator



City of Fort Bragg

Title: Special Investigator

Analysis Date: Nov. 2024

Special Investigator

There are no comparable classifications at the comparable agencies.

Past practice is to pay 5% the pay band for Police Officers.

Police Captain


 City of Fort Bragg
 Title: Police Captain
 Analysis Date: Nov. 2024

Survey Agency	Comparable Classification	Effective Date	Top Step Monthly Salary	Uniform Allowance	POST Pay	Educational Incentive Pay	Longevity	Total Normal Cost+			Wages + Pension	Health	Dental	Vision	Deferred Compensation	Total Benefits	Total Comp	Rank	
								(%)	(\$)	(\$)									
City of Ukiah	Police Captain (3079)	9/29/2024	\$15,060	\$83	N/A	\$0	\$292	29.00%	\$4,476	14.50%	-\$2,238	\$17,673	\$2,371	\$122	\$15	\$0	\$2,508	\$20,181	2
City of Willits	Police Captain	7/1/2023	N/A	\$0	N/A	\$0	\$0	0.00%	\$0	0.00%	\$0	N/A	\$0	\$0	\$0	\$0	\$0	N/A	4
Mendocino County	Sheriff's Captain (7050)	7/7/2024	\$13,939	\$83	N/A	\$1,952	\$1,045	26.91%	\$4,580	13.69%	-\$2,330	\$19,270	\$2,806	\$0	\$0	\$0	\$2,806	\$22,076	1
City of Fort Bragg	Police Captain	12/1/2024	\$13,369	\$83	N/A	\$0	\$0	16.25%	\$2,186	8.25%	-\$1,110	\$14,529	\$2,572	\$115	\$18	\$0	\$2,705	\$17,233	3
	Median		\$14,500									\$18,472						\$21,129	
	Variance from Median		-8.46%									-27.14%						-22.80%	
	Average		\$14,500									\$18,472						\$21,129	
	Variance From Average		-8.46%									-27.14%						-22.80%	

Police Chief


 City of Fort Bragg
 Title: Police Chief
 Analysis Date: Nov. 2024

Survey Agency	Comparable Classification	Effective Date	Top Step Monthly Salary	Uniform Allowance	POST Pay	Educational Incentive Pay	Longevity	Total Normal Cost+			Wages + Pension	Health	Dental	Vision	Deferred Compensation	Total Benefits	Total Comp	Rank	
								(%)	(\$)	(\$)									
City of Ukiah	Police Chief (3570)	9/29/2024	\$18,314	\$83	N/A	\$0	\$292	29.00%	\$5,420	14.50%	-\$2,710	\$21,399	\$2,371	\$122	\$15	\$0	\$2,508	\$23,907	2
City of Willits	Police Chief (89E)	3/22/2024	\$14,389	\$83	N/A	\$0	\$250	27.29%	\$4,018	13.75%	-\$2,024	\$16,715	\$3,465	\$143	\$18	\$0	\$3,626	\$20,342	3
Mendocino County	Sheriff Coroner (7052)	7/7/2024	\$17,779	N/A	N/A	\$125	\$1,778	26.91%	\$5,296	13.69%	-\$2,694	\$22,284	\$2,806	\$0	\$0	\$711	\$3,517	\$25,801	1
City of Fort Bragg	Police Chief	12/1/2024	\$15,735	\$108	N/A	\$0	\$0	16.25%	\$2,575	8.25%	-\$1,307	\$17,111	\$2,733	\$115	\$18	\$0	\$2,866	\$19,977	4
	Median		\$17,779									\$21,399						\$23,907	
	Variance from Median		-12.99%									-25.06%						-19.68%	
	Average		\$16,827									\$20,133						\$23,350	
	Variance From Average		-6.94%									-17.66%						-16.89%	

Police Chief – Executive POST



City of Fort Bragg

Title: Police Chief - Executive POST

Analysis Date: Nov. 2024

The comparable agencies do not have this classification.

The current compensation places a 5% increase over the Police Chief classification.

Recommendation is to use the Police Chief classification and add 5% to the compensation.

Base Salary Comparison

Classifications Not Requiring Adjustment

During 2024, the Fort Bragg Police Association negotiated a 4% cost of living adjustment. In addition, last year's Ordinance 672 survey was completed much later than usual. As a result, the Ordinance 672 survey was incorporated into the 2024 labor discussions between the City and the Fort Bragg Police Association. Last year's survey resulted in additional pay increases ranging from 7.79% for the Community Service Officer classification to 8.52% for the Police Officer classification. The Police Sergeant classification received an 8.12% increase. These classifications received, in total, between 11.79% and 12.52% increases during 2024. The impact of the above is shown in the results, which show that the Community Service Officer (CSO), Police Officer, and Police Sergeant classifications are above average. The Community Service Officer is 0.87%, the Police Officer is 12.30% above, and the Police Sergeant is 2.58%. Based on Ordinance 672 verbiage and looking at base salary only, these classifications do not require an adjustment.

We have three classifications: the Police Recruit, the Police Chief, and the Police Captain that should be discussed separately.

Police Recruit

In last year's survey, the Police Recruit and Police Chief classifications were inadvertently omitted. The survey shows that the Police Recruit classification is -(13.39%) below the average of the other comparable agencies, suggesting that a salary adjustment is needed for this classification.

Police Chief

The Police Chief classification is below the average (-6.94%). A side letter dated November 8, 2024, states that the annual Ordinance 672 survey shall determine the Police Chief classification's pay. The Police Chief is at the top step and did not receive a cost-of-living adjustment as the other Executive Management personnel received, as per the side letter.

Police Captain

The other position deserving a closer look is the Police Captain classification. This classification received a 12% pay increase due to last year's salary survey results and another 2% cost of living increase due to the classification being part of the Mid-Management employee group. These 2024 salary adjustments totaled 14.2%. Despite the significant pay increase in 2024, the Police Captain classification remains significantly below the average (-8.46%). It is recommended that a salary adjustment be made for the Police Captain classification.

Additional Classifications

The salary of the Special Investigator is determined by adding a five (5%) increase over the salary of the Police Officer. The Police Chief—Executive POST classification operates similarly and receives a five (5%) increase over the Police Chief classification. Due to the Police Chief classification showing below-average pay, it is recommended that the Police Chief – Executive POST classification receive a salary adjustment to preserve the 5% pay differential between the two classifications.

Special Pay Comparison

When Uniform Allowance, POST Pay, Education Incentive, and Longevity are included in the analysis, one classification balances out, and the rest show a significant shortfall compared to the other agencies.

When special pay is included, the Police Officer classification remains over the average, coming in at 8.88% over the average. Including special pay for all other classifications results in each classification being below average. It is important to note that the Police Captain is (-27.14%) below average, the Police Recruit is (-19.67%) below average, and the Police Chief is (-17.66%) below average. However, not all classifications are that far below average. When looking at the data, the Police Sergeant and Community Services Officer positions are much closer to the average. Specifically, the Community Services Officer is (-3.71%) below average and the Police Sergeant is (-2.25%) below average.

Looking at these agencies from a total compensation perspective, the City of Fort Bragg is ranked third for the CSO, Police Recruit, Police Sergeant, and Police Captain classifications. The City ranks second for the Police Officer classification. However, the Police Chief classification ranks fourth compared to the other agencies when total compensation is averaged out,

The analysis includes medical, dental, vision, and deferred compensation benefits. The City of Ukiah and the City of Willits offer the same plans, which are part of the Redwood Empire

Insurance Fund (REMIF) plan the City of Fort Bragg participates in. This allows for a better comparison. Mendocino County is not part of the REMIF plan, so it is more challenging to consider the plan's quality.

When one looks at how the City of Fort Bragg compares to comparable agencies, most classifications are below average, with some significantly below average. Specifically, the Police Captain, the Police Chief, and Police Recruit classifications are really below the average (-22.60%), (-16.89%), and (-13.12%), respectively. It is important to note that other classifications are much closer to the average, and one classification, Police Officer, is above average. The classifications that are still below average, but not to the degree of the aforementioned classifications, are the Community Services Officer classification, which is below the average at (-9.63%), and the Police Sergeant classification, which is below average at (-3.66%). The only above-average classification is the Police Officer classification at 8.88%. This would suggest that the City should consider researching what benefits to offer to law enforcement personnel to better attract and retain competent and qualified staff. This would help the City achieve Strategic Goal 6A: "Develop a retention plan that encourages long-term employment, advancement, and employee loyalty."

The language in Ordinance 672 does not explicitly state that Uniform Allowance, POST pay, Education Incentive Pay, and Longevity pay information be included in the survey. In past practice, the City has done the salary study strictly on base pay. However, knowing the entire compensation story helps provide a clear picture of the City of Fort Bragg's compensation for its law enforcement classifications for recruitment and retention purposes.

This analysis shows that the Community Service Officer (CSO), Police Officer, and Police Sergeant classifications have above-average base pay. Based on Ordinance 672 verbiage and looking at base salary only, these classifications do not require an adjustment.

However, the most below base pay classification is the Police Recruit classification, showing at (-13.39%) below average. The Police Captain classification at (-8.46%) is less significantly below the average of the comparable agencies. The final below-average classification for base pay is the Police Chief classification, which is closer to the average and comes in at (-6.94%). Section 2 of Ordinance 672 requires the City to bring the salaries of law enforcement classifications to meet the average.

Overall, due to the significant increases the Fort Bragg Police Association bargaining unit received in 2024, none of the classifications, based on strictly base pay, require an adjustment in January 2025. The exception to this is the Police Recruit classification. As mentioned earlier, last year's salary survey inadvertently omitted the Police Recruit classification. Therefore, Human Resources recommends the following pay adjustments, as shown in the following table, to be brought to the full City Council at the February 10, 2025 City Council meeting, to be effective retro to January 1, 2025.

Classification	Pay Adjustment Recommendation
Community Service Officer (CSO)	0%
Police Recruit	13.39%
Police Officer	0%
Police Sergeant	0%
Police Captain	8.46%
Police Chief	6.94%
Police Chief – Executive POST	6.94%**
Special Investigator	0%*

* The Special Investigator classification does not exist at the comparator agencies. This classification would receive five (5) percent above the Police Officer classification.

** The Police Chief – Executive POST classification is five (5%) over the Police Chief classification.

RECOMMENDED ACTION:

- Receive the Annual Ordinance 672 Salary Survey.
- Approval to bring forward the above recommended salary adjustments at the February 10, 2025, City Council meeting to be effective retroactive to January 1, 2025.

ALTERNATIVE ACTION(S):

- Provide direction on other recommendations.
- Not authorizing the above recommendations for the January 13, 2025, City Council meeting. This action would result in the City not complying with Ordinance 672.

FISCAL IMPACT/FUNDING SOURCE

It is important to note when the City hires a Police Recruit, they typically are only in the classification when they attend the Police Academy, which is approximately six months in duration. Another important item is that Police Captain and Police Chief classifications are year-round positions. Lastly, the amount of the fiscal year calculation includes the Police Chief – Executive POST and not the Police Chief classification. The City would not have both classifications filled. Currently, the Police Chief – Executive POST has an incumbent. Therefore, that is the classification used in calculating the impact on this year’s fiscal budget. Since the salary adjustment recommendations will be effective retro to January 1, 2025, if approved by the full City Council, only January 1st to June 30th of FY 2024/25 needs to be accounted for. Based on the above assumptions, the base salary adjustment recommendations would increase this year’s fiscal budget by fiscal year budget by

\$17,825.30. The funds would be from the current fiscal year's budget, specifically 110-4200-0101, Salaries & Wages, Regular.

ENVIRONMENTAL ANALYSIS:

With respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"). It is determined that the approval of the above recommendations do not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of the above recommendations do not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

This is in alignment with Strategic Goal 6A, which specifically states, "Conduct an external compensation review every three years to benchmark the City's performance against other comparable organizations to remain competitive." The salary survey also complies with City Ordinance 672.

ALTERNATIVES:

- Provide direction for staff regarding the Committee's recommendations.
- Not authorizing the above recommendations for the February 10, 2025, City Council meeting would delay the salary adjustments that would be retroactive to January 1, 2025. This action would result in the City possibly being not compliant with Ordinance 672 due and potentially violating Article 5.1 of the Memorandum of Understanding between the City of Fort Bragg and the Fort Bragg Police Association, Effective July 1, 2024, through June 30, 2028. The section specifically states that "the salary adjustments, if any, shall be implemented as soon as possible after January 1 of each year, and before January 31 unless there is a discrepancy between the City and the FBPA relative to the survey results. In these instances, the discrepancy shall be resolved, and the salary adjustments shall be implemented no later than February 28." While the classifications are not part of the FBPA, it has been the practice to adhere to the timeline mentioned in the FBPA MOU.

ATTACHMENTS:

- Ordinance 672
- FBPOA Comp Survey Nov2024 – Top Step Combined.pdf
- Fort Bragg Police Association MOU Article 5.1

NOTIFICATION:

Jarod Frank, Fort Bragg Police Association President, jfrank@fortbragg.com

Shaun A. Du Fosee, Mastagni Holsted, sdufosee@mastagni.com

Lesley Bryant, Administrative Analyst Police, lbryant@fortbragg.com

Neil Cervenka, Police Chief – Executive POST, ncervenka@fortbragg.com

Thomas O’Neal, Police Captain, toneal@fortbragg.com

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective January 1, 2025

Ordinance 672 Salary Adjustments, & Establish City Clerk, Non-Certified Confidential/Non-Bargaining Classification

				Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Analyst (Confidential; Non-Bargaining)								
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
Administrative Analyst - Police (Confidential; Non-Bargaining)								
Hourly				27.78	29.17	30.63	32.16	33.77
Bi-Weekly				2,136.80	2,333.60	2,450.40	2,572.80	2,701.60
Monthly				4,722.32	5,056.13	5,309.20	5,574.40	5,853.47
Annual				57,792.38	60,673.60	63,710.40	66,892.80	70,241.60
Administrative Assistant - Administration (Confidential; Non-Bargaining)								
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
Administrative Assistant - Non-Confidential (FBEO)								
Hourly				25.61	26.89	28.23	29.64	31.12
Bi-Weekly				2,048.98	2,151.20	2,258.40	2,371.20	2,489.60
Monthly				4,439.45	4,660.93	4,893.20	5,137.60	5,394.13
Annual				53,273.38	55,931.20	58,718.40	61,651.20	64,729.60
Administrative Assistant (CV Starr; Non-Bargaining)								
Hourly				18.19	19.10	20.05	21.06	22.11
Bi-Weekly				1,455.20	1,527.96	1,604.36	1,684.58	1,768.80
Monthly				3,153.08	3,310.58	3,476.11	3,649.91	3,832.41
Annual				37,837.00	39,726.96	41,713.31	43,798.97	45,988.92
Administrative Assistant I -Part time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)								
Hourly				18.00				
Administrative Assistant II -Part time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)								
Hourly				20.00				
Administrative Assistant III -Part time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)								
Hourly				22.00				
Administrative Coordinator (CV Starr; Non-Bargaining)								
Hourly				21.53	22.61	23.74	24.92	26.17
Bi-Weekly				1,722.40	1,808.52	1,898.95	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 January 1, 2025

Ordinance 672 Salary Adjustments, & Establish City Clerk, Non-Certified Confidential/Non-Bargaining Classification

				Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)								
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
Assistant City Engineer (FBEO)								
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
Assistant City Manager (Executive; At-Will)								
Hourly				51.28	53.85	56.54	59.37	62.34
Bi-Weekly				4,102.51	4,308.00	4,523.20	4,749.60	4,987.20
Monthly				8,888.76	9,334.00	9,800.27	10,290.80	10,805.60
Annual				106,665.14	112,008.00	117,603.20	123,489.60	129,667.20
Assistant Finance Director (Mid-Management; Non-Bargaining)								
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
Assistant Planner (FBEO)								
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
Assistant Planner/Code Enforcement, Part-Time (Less than 1,000 hours; Non-Bargaining)								
				36.32				
Associate Planner (FBEO)								
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
Audiovisual Technician, Part-Time (Less than 1,000 hours; Non-Bargaining)								
				27.54				
City Clerk, Non-Certified (Confidential; Non-Bargaining)								
Hourly				34.10	35.81	37.60	39.48	41.45
Bi-Weekly				2,728.00	2,864.80	3,008.00	3,158.40	3,316.00
Monthly				5,910.67	6,207.07	6,517.33	6,843.20	7,184.67
Annual				70,928.00	74,484.80	78,208.00	82,118.40	86,216.00

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective January 1, 2025

Ordinance 672 Salary Adjustments, & Establish City Clerk, Non-Certified Confidential/Non-Bargaining Classification

				Step 1	Step 2	Step 3	Step 4	Step 5
City Clerk (Mid-Management; Non-Bargaining)								
Hourly				37.91	39.81	41.80	43.89	46.08
Bi-Weekly				3,033.07	3,184.80	3,344.00	3,511.20	3,686.40
Monthly				6,571.66	6,900.40	7,245.33	7,607.60	7,987.20
Annual				78,859.87	82,804.80	86,944.00	91,291.20	95,846.40
City Councilmember (Elected)								
Hourly								
Bi-Weekly				235.38				
Monthly				510.00				
Annual				6,120.00	Plus \$100/mo for Special District Meeting			
City Manager (Executive; At Will; Contract)								
Hourly				92.31				
Bi-Weekly				7,384.62				
Monthly				16,000.00				
Annual				192,000.00				
Code Enforcement Officer (FBEO)								
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
Community Services Officer (FBPA)								
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
Construction Project Manager (Mid-Management; Non-Bargaining)								
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
Construction Project Manager (Temporary, Part-time, At-Will)								
Hourly				44.10	46.31	48.63	51.06	53.61
Custodian I - CV Starr (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)								
Hourly				20.00				
Custodian II - CV Starr (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)								
				22.00				
Custodian III - CV Starr (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)								
				24.00				

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective January 1, 2025

Ordinance 672 Salary Adjustments, & Establish City Clerk, Non-Certified Confidential/Non-Bargaining Classification

				Step 1	Step 2	Step 3	Step 4	Step 5
CV Starr Manager (Mid-Management, Non-Bargaining)								
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
Director - Community Development Department (Executive; At Will)								
Hourly				51.28	53.85	56.54	59.37	62.34
Bi-Weekly				4,102.51	4,308.00	4,523.20	4,749.60	4,987.20
Monthly				8,888.76	9,334.00	9,800.27	10,290.80	10,805.60
Annual				106,665.14	112,008.00	117,603.20	123,489.60	129,667.20
Director - Finance/City Treasurer (Executive; At-Will)								
Hourly				51.28	53.85	56.54	59.37	62.34
Bi-Weekly				4,102.51	4,308.00	4,523.20	4,749.60	4,987.20
Monthly				8,888.76	9,334.00	9,800.27	10,290.80	10,805.60
Annual				106,665.14	112,008.00	117,603.20	123,489.60	129,667.20
Director of Public Works (Executive; At Will)								
Hourly				51.28	53.85	56.54	59.37	62.34
Bi-Weekly				4,102.51	4,308.00	4,523.20	4,749.60	4,987.20
Monthly				8,888.76	9,334.00	9,800.27	10,290.80	10,805.60
Annual				106,665.14	112,008.00	117,603.20	123,489.60	129,667.20
Economic Development Manager								
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
Engineering Technician (FBEO)								
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
Environmental Compliance Coordinator (FBEO)								
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
Finance Technician I (FBEO)								
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

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				Step 1	Step 2	Step 3	Step 4	Step 5
Finance Technician II (FBEO)								
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
Finance Technician III (FBEO)								
Hourly				28.06	29.46	30.93	32.48	34.10
Bi-Weekly				2,244.82	2,356.80	2,474.40	2,598.40	2,728.00
Monthly				4,863.77	5,106.40	5,361.20	5,629.87	5,910.67
Annual				58,365.22	61,276.80	64,334.40	67,558.40	70,928.00
Fitness Equipment Technician (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)								
Hourly				25.00				
Fitness Instructor I - CV Starr (CV Starr; Part-Time, 1000 Max Annual Hours, Non-Bargaining)								
				30.00				
Fitness Instructor II - CV Starr (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)								
Hourly				32.00				
Government Accountant I (FBEO)								
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
Grants Coordinator (FBEO, Grant Funded)								
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
Grants Analyst (Part-Time, Less than 20 hours week; Grant Funded, At-Will)								
Hourly				28.00				
Head Lifeguard (CV Starr; Non-Bargaining)								
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
Housing and Economic Development Coordinator (Confidential; Non-Bargaining)								
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

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				Step 1	Step 2	Step 3	Step 4	Step 5
Human Resources Manager (Mid-Management; Non-Bargaining)								
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
Intern (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				18.00				
Laborer-Public Works (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				21.42				
Laborer-Water/Wastewater (Part-time, Less than 20 hours week; Non-Bargaining)								
Hourly				21.42				
Lifeguard - CV Starr (CV Starr; Non-Bargaining)								
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
Lifeguard I - Part-time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)								
Hourly				19.00				
Lifeguard II - Part-time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)								
Hourly				21.00				
Lifeguard III - Part-time (CV Starr; 1000 Max Annual Hours, Non-Bargaining)								
Hourly				23.00				
Maintenance Supervisor (CV Starr, Non-Bargaining,)								
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
Maintenance Worker I - CV Starr (CV Starr; Non-Bargaining)								
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
Maintenance Worker II - CV Starr (CV Starr; Non-Bargaining)								
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

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				Step 1	Step 2	Step 3	Step 4	Step 5
Maintenance Worker III - CV Starr (CV Starr; Non-Bargaining)								
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
Maintenance Worker I (FBEO)								
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
Maintenance Worker II (FBEO)								
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
Maintenance Worker III (FBEO)								
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
Maintenance Worker IV (FBEO)								
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
Maintenance Worker Lead (FBEO)								
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
Mechanic (FBEO)								
Hourly				27.78	29.17	30.63	32.16	33.77
Bi-Weekly				2,222.78	2,333.60	2,450.40	2,572.80	2,701.60
Monthly				4,816.03	5,056.13	5,309.20	5,574.40	5,853.47
Annual				57,792.38	60,673.60	63,710.40	66,892.80	70,241.60
Office Assistant (Temporary Position)								
Hourly				20.00	21.00	22.05	23.15	24.31

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Operations Manager (Mid-Management; Non-Bargaining)								
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
Operations Supervisor (FBEO)								
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
Planning Technician (FBEO)								
Hourly				25.61	26.89	28.23	29.64	31.12
Bi-Weekly				2,048.98	2,151.20	2,258.40	2,371.20	2,489.60
Monthly				4,439.45	4,660.93	4,893.20	5,137.60	5,394.13
Annual				53,273.38	55,931.20	58,718.40	61,651.20	64,729.60
Police Captain (Mid-Management; Non-Bargaining)								
Hourly				68.83	72.27	75.88	79.67	83.65
Bi-Weekly				5,506.33	5,781.60	6,070.40	6,373.60	6,692.00
Monthly				10,999.60	12,526.80	13,152.53	13,809.47	14,499.33
Annual				143,164.45	150,321.60	157,830.40	165,713.60	173,992.00
Police Chief (Executive; At Will)								
Hourly				79.87	83.86	88.05	92.45	97.07
Bi-Weekly				6,389.40	6,708.80	7,044.00	7,396.00	7,765.60
Monthly				13,843.70	14,535.73	15,262.00	16,024.67	16,825.47
Annual				166,124.39	174,428.80	183,144.00	192,296.00	201,905.60
Police Chief Executive POST (Executive; At Will)								
Hourly				83.85	88.04	92.44	97.06	101.91
Bi-Weekly				6,708.13	7,043.20	7,395.20	7,764.80	8,152.80
Monthly				14,534.29	15,260.27	16,022.93	16,823.73	17,664.40
Annual				174,411.44	183,123.20	192,275.20	201,884.80	211,972.80
Police Sergeant Intermediate POST (FBPA)								
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
Police Sergeant Intermediate POST - Acting (FBPA, Temporary)								
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

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Police Sergeant Advance POST (FBPA)								
Hourly				50.89	53.44	56.11	58.92	61.87
Bi-Weekly				4,071.30	4,275.20	4,488.80	4,713.60	4,949.60
Monthly				8,821.15	9,262.93	9,725.73	10,212.80	10,724.13
Annual				105,853.84	111,155.20	116,708.80	122,553.60	128,689.60
Police Officer Basic POST (FBPA)								
Hourly				37.60	39.48	41.45	43.52	45.70
Bi-Weekly				3,008.33	3,158.40	3,316.00	3,481.60	3,656.00
Monthly				6,518.06	6,843.20	7,184.67	7,543.47	7,921.33
Annual				78,216.70	82,118.40	86,216.00	90,521.60	95,056.00
Police Officer Intermediate POST (FBPA)								
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
Police Officer Advance POST (FBPA)								
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
Police Recruit (1040 hours; FBPA)								
Hourly				33.87				
Police Transport Officer (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				28.56				
Public Information Coordinator (Confidential; Non-Bargaining)								
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
Recreation Coordinator (CV Starr; Non-Bargaining)								
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
Recreation Instructor I (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)								
Hourly				21.00				
Recreation Instructor II (CV Starr; Part-time,1000 Max Annual Hours, Non-Bargaining)								
Hourly				23.00				

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Recreation Instructor III (CV Starr; Part-time, 1000 Max Annual Hours, Non-Bargaining)								
Hourly				25.00				
Recreation Supervisor (CV Starr; Non-Bargaining)								
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
Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)								
Hourly				18.00				
Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)								
Hourly				18.00				
Senior Administrative Assistant (CV Starr; Non-Bargaining)								
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
Senior Government Accountant (Mid-Management; Non-Bargaining)								
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
Senior Lifeguard (CV Starr; Non-Bargaining)								
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
Social Services Liaison-Crisis Worker (Non-Bargaining, Grant-Funded Position)								
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
Special Investigator Basic POST (FBPA)								
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

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Special Investigator Intermediate POST (FBPA)								
Hourly				41.45	43.52	45.70	47.99	50.39
Bi-Weekly				3,316.19	3,481.60	3,656.00	3,839.20	4,031.20
Monthly				7,185.08	7,543.47	7,921.33	8,318.27	8,734.27
Annual				86,220.93	90,521.60	95,056.00	99,819.20	104,811.20
Special Investigator Advanced POST (FBPA)								
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
Systems Analyst - Lead (Mid-Management; Non-Bargaining)								
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
Systems Analyst (Confidential; Non-Bargaining)								
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
Systems Technician (FBEO)								
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
Treatment Plant Operator-in-Training (FBEO)								
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
Treatment Plant Operator I (FBEO)								
Hourly				26.17	27.48	28.85	30.29	31.80
Bi-Weekly				2,093.86	2,198.40	2,308.00	2,423.20	2,544.00
Monthly				4,536.69	4,763.20	5,000.67	5,250.27	5,512.00
Annual				54,440.26	57,158.40	60,008.00	63,003.20	66,144.00
Treatment Plant Operator II (FBEO)								
Hourly				27.50	28.87	30.31	31.83	33.42
Biweekly				2,199.94	2,309.60	2,424.80	2,546.40	2,673.60
Monthly				4,766.53	5,004.13	5,253.73	5,517.20	5,792.80
Annual				57,198.34	60,049.60	63,044.80	66,206.40	69,513.60

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective January 1, 2025

Ordinance 672 Salary Adjustments, & Establish City Clerk, Non-Certified Confidential/Non-Bargaining Classification

				Step 1	Step 2	Step 3	Step 4	Step 5
Treatment Plant Operator - Wastewater, Lead (FBEO)								
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
Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)								
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

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Text File

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File Type: Staff Report

Agenda Number: 8C.

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



CITY COUNCIL STAFF REPORT

TO: City Council **DATE:** February 24, 2025

DEPARTMENT: Administration Department

PREPARED BY: Cristal Munoz, Administrative Analyst

PRESENTER: Cristal Munoz, Administrative Analyst

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

RECOMMENDATION

Introduce Ordinance 1007-2025 Amending Chapter 3.20 (Purchasing Policies and Procedures) and Chapter 3.22 (Informal Bidding Procedures) of the Fort Bragg Municipal Code increasing the City Manager's signing authority from \$25,000 to \$45,000.

BACKGROUND

The City's procurement regulations, policies, and procedures are codified in Chapter 3.20 (Purchasing Policies and Procedures) of the City of Fort Bragg Municipal Code. The Purchasing Ordinance was last amended in 2015. City Staff recommends the proposed amendments to the Purchasing Ordinance based on its experience working with the existing code and following a review of purchasing regulations in surrounding jurisdictions. The proposed Ordinance is intended to streamline the procurement process and provide anticipated gains in efficiency.

The current purchasing policy approvals are defined in Chapter 3.20 of the City of Fort Bragg Municipal Code (Purchasing Policies and Procedures)). The Purchasing Ordinance has been in place for many years and has provided guidance for purchasing decisions. As the City's operations have expanded, so needs to modify the Purchasing Ordinance to allow for more efficient operations.

DISCUSSION AND ANALYSIS

The current signing authority for the City Manager was established at \$25,000 in 2015 by Ordinance 917-2015. Since then, inflation, rising costs of goods and services, and increasing complexities of municipal operations have diminished the efficacy of this limit. This proposal aims to modernize the signing authority to meet the evolving needs of the City. This would facilitate operational proficiency and increasing the limit to \$45,000

AGENDA ITEM NO. 5D

would empower the City Manager to address urgent needs more promptly while reserving significant expenditures for Council oversight. At present, projects and purchases of goods and services that cost up to \$45,000 can be handled using informal quotes. This process will not increase the workload for City staff, as it is already a standard procedure. For amounts exceeding \$45,000, formal bidding procedures must be followed, as outlined in Section 3.20.060, and the Council is responsible for awarding the contract.

Increasing the City Manager’s signing authority can enhance efficiency and reduce administrative delays. The current limits often burden the City Council with routine approvals, which slows down decision-making and diverts attention from strategic priorities. Additionally, inflation and rising costs diminish the effectiveness of existing thresholds. Delays in approving small contracts can impede infrastructure maintenance and emergency responses. By aligning with peer cities that have higher limits, Fort Bragg could streamline its operations while maintaining strong internal controls for accountability.

Current purchasing limits table from the Administrative Regulations No. P-5

Amount of Requisition	Required Approval	Bidding Needed?	Purchase Order Required?	Contract Required? ¹
\$1 - \$2,499	Department Manager	None	No	No
\$2,500 –\$ 4,999	City Manager	None	No	Yes
\$5,000 - \$25,000	City Manager	Yes, see item 3 below	Yes	Yes
Greater than \$25,000	City Council	Yes, see item 7 below	Yes	Yes

Several municipalities have established signing authorities for City Managers at or above \$45,000, reflecting a trend toward allowing City Managers to approve higher-value contracts without needing Council approval. Staff researched municipalities similar in size and scope to Fort Bragg, and found that the typical signing authority for City Managers falls within a more modest range, often between \$25,000 and \$100,000. Notable examples include the City of Morro Bay and the City of Healdsburg, both with a signing authority of \$50,000 and the City of Arcata, where the limit is currently set at \$75,000. In contrast, the City of Willits has a lower limit capped at \$25,000.

The cities with higher thresholds, like those in Arcata and Healdsburg, facilitate smoother day-to-day operations. Decisions to increase signing authority are often made to reduce delays in approving smaller contracts and to enhance administrative efficiency.

FISCAL IMPACT/FUNDING SOURCE

There is no direct, explicit fiscal impact to modifying the purchasing Ordinance. However, it is anticipated that the proposed Ordinance will result in administrative cost savings due to the increased efficiency arising from the increase in threshold amounts, City Manager contract authority, and streamlining of procurement processes.

ENVIRONMENTAL ANALYSIS:

None.

STRATEGIC PLAN/COUNCIL PRIORITIES/GENERAL PLAN CONSISTENCY

In alignment with the General Plan to ensure operational efficiencies.

COMMITTEE REVIEW AND RECOMMENDATIONS

This was presented to the Finance and Administration Committee meeting on February 14, 2025. The direction was to proceed to this to have this item presented to City Council with the staff recommendations and minor additions to Chapters 3.20 and Chapter 3.22.

ALTERNATIVES:

Propose alternatives and not revise the chapter.

ATTACHMENTS:

1. Municipal Code 3.20.040 Redline
2. Municipal Code 3.22.040 Redline
3. Administrative Regulation No. P-5 – Redline
4. Ordinance 1007-2025

NOTIFICATION:

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

**AN ORDINANCE AMENDING CHAPTER
3.20 (PURCHASING, PROCUREMENT,
AND LEASING) AND CHAPTER 3.22
(INFORMAL BIDDING PROCEDURES) OF
THE FORT BRAGG MUNICIPAL CODE**

ORDINANCE NO. 1007-2025

WHEREAS, the City Council finds it appropriate to amend Section 3.20.030, Section 3.20.040 and Section 3.22.040; and

WHEREAS, the City Council has determined that the following changes should be made to the Chapter for consistency, accuracy, and ease of use by the City’s staff and citizens;

NOW, THEREFORE, the City Council ordains as follows:

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

1. The City of Fort Bragg Municipal Code Section 3.20.030 Section 3.20.040 and Section 3.22.040 have been reviewed by staff, the Finance & Administration Committee, and the City Attorney to identify inconsistencies and inaccuracies.
2. Chapter 3.20 is used extensively by City staff in determining what actions are required for purchasing of goods and services.
3. Chapter 3.22 is used extensively by City staff in determining what procedures are required for public projects
4. The Code needs to reflect current legislative actions of the City Council and the means by which the City is being operated and must be accurate and consistent to aid staff, residents, and various other persons in making determinations on Code related issues.
5. Certain provisions of the Code are not accurate reflections of its current legislative intent nor are they consistent with the City Council’s intent as expressed elsewhere in the Code.
6. Amending Chapters 3.20 and 3.22 in the manner described in this ordinance is in the public interest for the aforementioned reasons.
7. There is no possibility that the adoption of this ordinance will have a significant impact on the environment, and therefore, the adoption of this ordinance is exempt from the California Environmental Quality Act (“CEQA”), pursuant to Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

Section 2.

Section 3.20.030 Exceptions to this Chapter will be updated to include “bidding” in the following section. “The bidding procedures described in this chapter shall govern the purchase of all goods and services except as follows:”

Section 3.20.040 Procedures the Purchasing Officer shall have the authority to:

1. Recommend a contract for execution for the purchase or lease of goods or services required by the City in an amount equal to or less than \$45,000;
2. Execute contracts, leases or agreements for the purchase or lease of goods or services by the City in an amount equal to or less than \$45,000 if the adopted budget has appropriated funds for the goods or services;

Section 3.22.040 Procedures.

E. The City Manager’s authority to approve contracts shall be limited to a maximum of \$45,000.

Section 3.

Chapter 3.20.030, 3.20.040 and 3.22.040 entitled **PURCHASING, PROCUREMENT, AND LEASING and INFORMAL BIDDING PROCEDURES** is hereby repealed in its entirety and replaced with the following:

“CHAPTER 3.20: PURCHASING POLICIES AND PROCEDURES”

Section

- 3.20.010 Purpose of purchasing policies and procedures
- 3.20.020 Definitions
- 3.20.030 Exceptions to this Chapter
- 3.20.040 Purchasing officer duties and authority
- 3.20.050 Procedures for purchases of less than or equal to \$45,000
- 3.20.060 Procedures for purchases of more than \$45,000
- 3.20.070 Prevailing wages
- 3.20.080 Recycled products
- 3.20.090 Inspection and testing of purchases
- 3.20.100 Local preference for discretionary purchases

Statutory references:

Provisions regarding the purchase of supplies and equipment by local agencies, see Cal. Government Code §§ 54201 et seq.

Provisions regarding contracting for specially trained and experienced persons, firm, or corporation for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, see Cal. Government Code §§ 37103 and 53060.

Provision regarding the City’s authority to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws, see Cal. Const. Art. XI, § 7.

§ 3.20.010 PURPOSE OF PURCHASING POLICIES AND PROCEDURES.

The purpose of this chapter is to:

- A. Comply with the requirements of state law;
- B. Establish efficient and effective processes for the purchase or lease of services, supplies, materials, and equipment at the lowest feasible cost commensurate with the level of quality required;
- C. Exercise financial control and accountability over purchases; and
- D. Clearly define authority for the purchasing function.

In adopting the ordinance codified in this chapter, it is the intent of the City Council to responsibly manage public funds and provide responsibility for, and consistency in, implementing purchasing policies and procedures.

§ 3.20.020 DEFINITIONS.

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

GOODS OR SERVICES. Goods, services, supplies, materials and equipment that are the subject of this chapter.

LOCAL VENDOR. A bidder, vendor, or supplier of Goods or Services having an established place of business within the City and having had a current City business license continuously for at least 12 months prior to the date of the purchase or contract.

PURCHASING OFFICER. The City Manager or designee as provided for in 3.20.040 B.

§ 3.20.030 EXCEPTIONS TO THIS CHAPTER.

The bidding procedures described in this Chapter shall govern the purchase of all Goods and Services except as follows:

A. Any Public Project described in Chapter 3.22, unless the public project is under \$45,000 and informal bidding procedures are not used.

B. Contracts for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms which shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

C. Contracts for furnishing special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services.

D. In case of an emergency, when public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property.

E. Situations where no quotes or bids have been received following requests for quotes or all quotes received exceed budget appropriations or cost estimates.

F. Contracts for which other public agencies have gone through a competitive bidding process and are able to have the bid prices they received extended to the City. These “cooperative purchasing” or “piggyback purchasing” agreements (including, but not limited to, CCOP State Department of General Services, U.S. General Services Administration, any county, and state cooperative purchasing pools) in which the City is eligible to participate may be used in lieu of any bidding requirement under this chapter.

G. When, by a four-fifths vote, the City Council specifically waives the procedures described in this Chapter and authorizes staff to negotiate the purchase.

H. When the Goods or Services are unique and only available from one source.

§ 3.20.040 PURCHASING OFFICER DUTIES AND AUTHORITY.

A. The City Manager is designated as Purchasing Officer for the City.

B. The City Manager may delegate all or a portion of the duties of Purchasing Officer to the Administrative Services Director and/or the Finance Director.

C. All purchases, leases and contracts are to be made or executed on behalf of the City.

D. Except in cases of emergency or in cases where specific authority has been first obtained from the City Manager, the Purchasing Officer shall not issue any purchase order or payment for Goods or Services unless there exists an unencumbered appropriation in the account against which said purchase is to be charged.

E. Purchases of Goods and Services in excess of \$5,000 shall be made only by purchase order. Except as otherwise provided herein, no purchase shall be issued unless the prior approval of the Purchasing Officer has been obtained. Departments shall submit requests to the Purchasing Officer for Goods and Services by standard requisition form, or by other means as maybe established by

Administrative Regulation. The Purchasing Officer shall prepare a purchase order once an approved Requisition has been submitted.

F. The Purchasing Officer shall have the authority to:

1. Recommend a contract for execution for the purchase or lease of Goods or Services required by the City in an amount equal to or less than \$45,000;
2. Execute contracts, leases or agreements for the purchase or lease of Goods or Services by the City in an amount equal to or less than \$45,000 if the adopted Budget has appropriated funds for the Goods or Services;
3. Execute all purchase orders in accordance with this Chapter;
4. Act to procure for the City the necessary quality in Goods or Services;
5. Prepare and recommend to the City Council amendments to this Chapter;
6. Establish and maintain such forms as reasonably necessary to the purchasing function and maintain other records necessary for the efficient acquisition of Goods or Services;
7. Supervise the inspection of all Goods or Services purchased or leased by the City to ensure conformance with specifications; and
8. Authorize for payment invoices for Goods or Services purchased or leased.

G. Contracts or agreements for the purchase or lease of Goods or Services in excess of \$45,000 require City Council approval prior to execution by the City Manager. Contracts of less than \$45,000 which are approved by the City Manager shall be reported to the Finance and Administration Committee on a quarterly basis.

§ 3.20.050 PROCEDURES FOR PURCHASES OF LESS THAN OR EQUAL TO \$45,000.

A. For purchases of Goods or Services less than or equal to \$45,000, the Purchasing Officer shall use the following procedures:

1. For purchases of Goods or Services having an estimated value of \$5,000 or less in a 12 month period, informal quotes may be obtained from vendors/suppliers but are not required. No purchase order is required.
2. For purchases of Goods or Services having an estimated value of more than \$5,000, but less than or equal to \$45,000, firm quotes from at least three vendors/suppliers, either received in writing or taken verbally but confirmed in writing, shall be obtained. At the discretion of the Purchasing Officer, the process described in § 3.20.060 may be used for the acquisition of Goods or Services having an estimated value of more than \$5,000 but less than or equal to \$45,000. A purchase order is required.
3. Purchases made by credit card are limited to \$2,000.

B. Quotes should be solicited and obtained from responsible Local Vendors whenever feasible.

C. Contracts shall be awarded to the vendor that meets the City's requirements and is otherwise in the best interests of the City.

D. 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 purchase. Such change orders shall be made by standard requisition form, or by other means as may be established by Administrative Regulation, and shall be reported to the Finance and Administration Committee on a quarterly basis.

§ 3.20.060 PROCEDURES FOR PURCHASES OF MORE THAN \$45,000.

A. When the estimated amount of value involved in a purchase transaction exceeds \$45,000, the authorization to award a purchase contract shall be made by City Council resolution following a process as outlined below:

1. A request for quotes shall be prepared and shall include a general description of the Goods or Services to be purchased and the time and place for submittal of quotes.
2. The Purchasing Officer shall solicit quotes from known responsible Local Vendors whenever feasible.

3. The Purchasing Officer may advertise the request for quotes in applicable publications and websites accessible to the public. At least three quotes from vendors shall be obtained.
4. Quotes shall be submitted to the Purchasing Officer and shall be identified on the envelope.
5. Where the Goods or Services are standardized or of uniform quality, the award shall be given to the vendor with the lowest quote. If the Goods or Services are not standardized or of uniform quality, the City Council shall award the contract to the vendor that meets the City's requirements and is otherwise in the best interests of the City.
6. In its sole discretion, the City Council may reject all quotes presented.
7. 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. Such change orders shall be reported to the Finance and Administration Committee on a quarterly basis.

§ 3.20.070 PREVAILING WAGES.

Potential bidders for Goods and Services that are subject to the requirements of the California Prevailing Wage Law (Cal. Labor Code §§ 1720, et seq.) shall comply therewith.

§ 3.20.080 RECYCLED PRODUCTS.

Product purchases, whenever feasible, shall contain the highest amount of post-consumer and recovered materials practicable. In all cases, Goods or Services must meet reasonable performance standards, and be readily available at a competitive price.

§ 3.20.090 INSPECTION AND TESTING OF PURCHASES.

The Purchasing Officer is authorized to order the inspection of supplies and equipment delivered and services performed to determine their conformance with the specifications set forth in the order or contract. The Purchasing Officer shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications.

§ 3.20.100 LOCAL PREFERENCE FOR DISCRETIONARY PURCHASES.

To the extent permitted by applicable law, and subject to the provisions of this chapter, purchases that are exempt from competitive bidding law shall be made from Local Vendors, so long as the Purchasing Officer determines that the Local Vendor meets the City's requirements and that the purchase from a Local Vendor is otherwise in the best interests of the City.

CHAPTER 3.22

INFORMAL BIDDING PROCEDURES

Section

- 3.22.010 Purpose of informal bidding procedures
- 3.22.020 Definitions
- 3.22.030 Exceptions to this chapter
- 3.22.040 Procedures
- 3.22.050 Informal bidding procedures for public projects of more than \$45,000 and less than \$175,000
- 3.22.060 Formal bidding procedures for public projects of more than \$175,000
- 3.22.070 Award or rejection of bids
- 3.22.080 Splitting orders prohibited
- 3.22.090 Prevailing wages

Statutory reference:

Provisions regarding the Uniform Public Construction Cost Accounting Act, see Public Contract Code § 22000 et seq.

Provision regarding the City's authority to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws, see Cal. Const. Art. XI, § 7.

3.22.010 PURPOSE OF INFORMAL BIDDING PROCEDURES.

Pursuant to Public Contract Code § 22000, general law cities may adopt an alternative method for the bidding of public works projects. The purpose of this chapter is to:

- A. Comply with the requirements of state law; and
- B. Establish efficient and effective processes for the bidding of public projects at the lowest feasible cost commensurate with the level of quality required.

(Ord. 918, § 2, passed 08-10-2015)

3.22.020 DEFINITIONS.

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

COMMISSION. Uniform Public Construction Cost Commission.

CONSTRUCTION TRADE JOURNALS. The appropriate construction trade journals for Mendocino County as determined by the Commission.

PUBLIC PROJECT. As defined in Public Contract Code § 22002(c), as set forth below, and as may be amended from time to time:

- A. Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- B. Painting or repainting of any publicly owned, leased, or operated facility.
- C. "Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:
 - 1. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
 - 2. Minor repainting.
 - 3. Resurfacing of streets and highways at less than 1 inch.
 - 4. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
 - 5. Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

QUALIFIED CONTRACTOR LIST. A list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the qualified contractors list shall be determined by the Commission.

(Ord. 918, § 2, passed 08-10-2015)

3.22.030 EXCEPTIONS TO THIS CHAPTER.

The procedures described in this chapter shall govern the bidding of public projects, except in cases of public projects constituting an emergency when repair or replacements or immediate action are necessary. In such cases, the City Council by four-fifths vote of its members may authorize emergency contracting subject to compliance with Public Contract Code § 22050.

(Ord. 918, § 2, passed 08-10-2015)

3.22.040 PROCEDURES.

- A. Public projects of \$45,000 or less may be performed by City employees by force account, by negotiated contract, or by purchase order using procedures described in Chapter 3.20.
- B. Public projects of more than \$45,000 and less than \$175,000 shall be let to contract after following informal bidding procedures.
- C. Public projects of more than \$175,000 shall be let to contract by formal bidding procedures. In such cases, the City Council shall approve the plans, specifications, and working details.

D. 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 1 project. Such change orders shall be reported to the Finance and Administration Committee on a quarterly basis.

E. The City Manager's authority to approve contracts shall be limited to a maximum of \$45,000. (Ord. 918, § 2, passed 08-10-2015)

3.22.050 INFORMAL BIDDING PROCEDURES FOR PUBLIC PROJECTS OF MORE THAN \$45,000 AND LESS THAN \$175,000.

A. The City shall compile a qualified contractor list. The vendor's name shall remain on the list for a period of 12 months, unless otherwise requested to be removed by the vendor. The vendor must notify the City whether or not they wish to remain on the list. It is the responsibility of the vendor to ensure, from time to time, that its name is on the qualified contractor list.

B. At least twice a year, the Director of Public Works or his/her designee shall publish on the City's website the qualified contractor list.

C. All contractors on the qualified contractor list for the category of work being bid and all construction trade journals shall be mailed a notice inviting informal bids unless the product or service is proprietary.

D. All mailing of notices to qualified contractors and construction trade journals shall be completed not less than 10 calendar days before bids are due.

E. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

F. The City Council may delegate the authority to award informal contracts to the Purchasing Officer as defined in § 3.20.040.

G. Contracts shall be awarded to the lowest responsible bidder submitting a responsive bid. Upon the refusal or failure of the successful bidder to execute the contract, the contract may be awarded to the next lowest responsible bidder submitting a responsive bid.

H. If all bids received are in excess of \$175,000, the City Council may, by adoption of a resolution by a four-fifths vote, award the contract, at \$187,500 or less, to the lowest responsible bidder submitting a responsive bid if the Council determines the cost estimate of the public agency was reasonable.

(Ord. 918, § 2, passed 08-10-2015)

3.22.060 FORMAL BIDDING PROCEDURES FOR PUBLIC PROJECTS OF MORE THAN \$175,000.

A. Notice inviting formal bids shall be handled as set forth in Public Contract Code § 22037.

B. When required by law or deemed appropriate by the City, and if included in bid instructions, bidders may be required to submit a bid deposit or bond in an amount determined by the City. Bidders shall be entitled to return of bid security, except that a successful bidder (and a successful bidder's surety, if a bid bond is required) shall be liable for any damages suffered or incurred by the City upon refusal or failure to execute a contract within 10 days after the notice of award of contract has been mailed, unless the City is responsible for the delay.

C. The City Council shall award the contract to the lowest responsible bidder submitting a responsive bid. The City Council may, upon refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder submitting a responsive bid. If the City Council awards the contract to the next lowest bidder, and bidders were required to provide security, following a forfeit of the bid security by the lowest bidder the amount of the lowest bidder's bid security shall be applied by the City to the difference between the low bid and the second lowest bid; the surplus, if any, shall then be returned to the lowest bidder.

D. When deemed appropriate by the City, and if included in bid instructions, any person or entity entering into a contract with the City may be required to furnish a faithful performance deposit or bond in an amount determined by the City.

E. Sealed bids shall be submitted to the City and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than 30 calendar days after the bid opening.

(Ord. 918, § 2, passed 08-10-2015)

3.22.070 AWARD OR REJECTION OF BIDS

- A. In its discretion, the City may reject any formal or informal bids presented and abandon the project or readvertise.
- B. In its discretion, the City may also reject any formal or informal bids presented and, by passage of a resolution by a four-fifths vote of the City Council, declare that the project can be performed more economically by the employees of the City. However, prior to rejecting all bids, the City must first furnish written notice to the apparent low bidder informing the bidder of the City’s intention to reject the bid. Such notice shall be mailed at least 2 business days prior to the hearing at which the City intends to reject the bid.
- C. If 2 or more bids are the same and the lowest, the public agency may accept the one it chooses.
- D. If no bids are received through the formal or informal procedure, the project may be performed by the employees of the public agency by force account, or negotiated contract without further complying with this chapter.

(Ord. 918, § 2, passed 08-10-2015)

3.22.080 SPLITTING ORDERS PROHIBITED.

It is unlawful to split or separate into smaller work orders or projects any public project for the purpose of evading the competitive bidding provisions of this chapter.

(Ord. 918, § 2, passed 08-10-2015)

3.22.090 PREVAILING WAGES.

Potential bidders for public projects that are subject to the requirements of the California Prevailing Wage Law (Cal. Labor Code § 1720 et seq.) shall comply therewith.

(Ord. 918, § 2, passed 08-10-2015)

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Fort Bragg hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

Section 5. Effective Date and Publication. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

The foregoing Ordinance was introduced by Councilmember _____ at a regular meeting of the City Council of the City of Fort Bragg held on _____, and adopted at a regular meeting of the City of Fort Bragg held on _____, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Jason Godeke,

Mayor

ATTEST:

Amber Lenore Weaver
Acting City Clerk

PUBLISH: _____ **(by summary)**

EFFECTIVE DATE: _____

CHAPTER 3.20

PURCHASING POLICIES AND PROCEDURES

Section	
3.20.010	Purpose of purchasing policies and procedures
3.20.020	Definitions
3.20.030	Exceptions to this chapter
3.20.040	Purchasing Officer duties and authority
3.20.050	Procedures for purchases of less than or equal to \$45,000
3.20.060	Procedures for purchases of more than \$45,000
3.20.070	Prevailing wages
3.20.080	Recycled products
3.20.090	Inspection and testing of purchases
3.20.100	Local preference for discretionary purchases

Statutory references:

Provisions regarding the purchase of supplies and equipment by local agencies, see Cal. Government Code § 54201 et seq.

Provisions regarding contracting for specially trained and experienced persons, firm, or corporation for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, see Cal. Government Code §§ 37103 and 53060.

Provision regarding the City's authority to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws, see Cal. Const. Art. XI, § 7.

3.20.010 PURPOSE OF PURCHASING POLICIES AND PROCEDURES.

The purpose of this chapter is to:

- A. Comply with the requirements of state law;
- B. Establish efficient and effective processes for the purchase or lease of services, supplies, materials, and equipment at the lowest feasible cost commensurate with the level of quality required;
- C. Exercise financial control and accountability over purchases; and
- D. Clearly define authority for the purchasing function.

In adopting the ordinance codified in this chapter, it is the intent of the City Council to responsibly manage public funds and provide responsibility for, and consistency in, implementing purchasing policies and procedures.

(Ord. 917, § 3, passed 08-10-2015)

3.20.020 DEFINITIONS.

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

GOODS OR SERVICES. Goods, services, supplies, materials and equipment that are the subject of this chapter.

LOCAL VENDOR. A bidder, vendor, or supplier of goods or services having an established place of business within the City and having had a current City business license continuously for at least 12 months prior to the date of the purchase or contract.

PURCHASING OFFICER. The City Manager or designee as provided for in § 3.20.040(B).

(Ord. 917, § 3, passed 08-10-2015)

3.20.030 EXCEPTIONS TO THIS CHAPTER.

The bidding procedures described in this chapter shall govern the purchase of all goods and services except as follows:

- A. Any public project described in Chapter 3.22, unless the public project is under \$45,000 and informal bidding procedures are not used.
- B. Contracts for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms which shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.
- C. Contracts for furnishing special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services.
- D. In case of an emergency, when public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property.
- E. Situations where no quotes or bids have been received following requests for quotes or all quotes received exceed budget appropriations or cost estimates.
- F. Contracts for which other public agencies have gone through a competitive bidding process and are able to have the bid prices they received extended to the City. These “cooperative purchasing” or “piggyback purchasing” agreements (including, but not limited to, CCOP State Department of General Services, U.S. General Services Administration, any county, and state cooperative purchasing pools) in which the City is eligible to participate may be used in lieu of any bidding requirement under this chapter.
- G. When, by a four-fifths vote, the City Council specifically waives the procedures described in this chapter and authorizes staff to negotiate the purchase.
- H. When the goods or services are unique and only available from one source.

(Ord. 917, § 3, passed 08-10-2015)

3.20.040 PURCHASING OFFICER DUTIES AND AUTHORITY.

- A. The City Manager is designated as Purchasing Officer for the City.
- B. The City Manager may delegate all or a portion of the duties of Purchasing Officer to the Administrative Services Director and/or the Finance Director.
- C. All purchases, leases and contracts are to be made or executed on behalf of the City.
- D. Except in cases of emergency or in cases where specific authority has been first obtained from the City Manager, the Purchasing Officer shall not issue any purchase order or payment for goods or services unless there exists an unencumbered appropriation in the account against which said purchase is to be charged.
- E. Purchases of goods and services in excess of \$5,000 shall be made only by purchase order. Except as otherwise provided herein, no purchase shall be issued unless the prior approval of the Purchasing Officer has been obtained. Departments shall submit requests to the Purchasing Officer for goods and services by standard requisition form, or by other means as may be established by administrative regulation. The Purchasing Officer shall prepare a purchase order once an approved requisition has been submitted.
- F. The Purchasing Officer shall have the authority to:
 - 1. Recommend a contract for execution for the purchase or lease of goods or services required by the City in an amount equal to or less than \$45,000 ;

2. Execute contracts, leases or agreements for the purchase or lease of goods or services by the City in an amount equal to or less than \$45,000 if the adopted budget has appropriated funds for the goods or services;
3. Execute all purchase orders in accordance with this chapter;
4. Act to procure for the City the necessary quality in goods or services;
5. Prepare and recommend to the City Council amendments to this chapter;
6. Establish and maintain such forms as reasonably necessary to the purchasing function and maintain other records necessary for the efficient acquisition of goods or services;
7. Supervise the inspection of all goods or services purchased or leased by the City to ensure conformance with specifications; and
8. Authorize for payment invoices for goods or services purchased or leased.

G. Contracts or agreements for the purchase or lease of goods or services in excess of \$45,000 require City Council approval prior to execution by the City Manager. Contracts of less than \$45,000 which are approved by the City Manager shall be reported to the Finance and Administration Committee on a quarterly basis.

(Ord. 917, § 3, passed 08-10-2015)

3.20.050 PROCEDURES FOR PURCHASES OF LESS THAN OR EQUAL TO \$45,000.

A. For purchases of goods or services less than or equal to \$45,000, the Purchasing Officer shall use the following procedures:

1. For purchases of goods or services having an estimated value of \$5,000 or less in a 12-month period, informal quotes may be obtained from vendors/suppliers but are not required. No purchase order is required.
2. For purchases of goods or services having an estimated value of more than \$5,000, but less than or equal to \$45,000, firm quotes from at least 3 vendors/suppliers, either received in writing or taken verbally but confirmed in writing, shall be obtained. At the discretion of the Purchasing Officer, the process described in § 3.20.060 may be used for the acquisition of goods or services having an estimated value of more than \$5,000 but less than or equal to \$45,000. A purchase order is required.
3. Purchases made by credit card are limited to \$5,000.

B. Quotes should be solicited and obtained from responsible local vendors whenever feasible.

C. Contracts shall be awarded to the vendor that meets the City's requirements and is otherwise in the best interests of the City.

D. 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 1 purchase. Such change orders shall be made by standard requisition form, or by other means as may be established by administrative regulation, and shall be reported to the Finance and Administration Committee on a quarterly basis.

(Ord. 917, § 3, passed 08-10-2015; Am. Ord. 996, § 2, passed 09-09-2024)

3.20.060 PROCEDURES FOR PURCHASES OF MORE THAN \$45,000.

When the estimated amount of value involved in a purchase transaction exceeds \$45,000, the authorization to award a purchase contract shall be made by City Council resolution following a process as outlined below:

A. A request for quotes shall be prepared and shall include a general description of the goods or services to be purchased and the time and place for submittal of quotes.

B. The Purchasing Officer shall solicit quotes from known responsible local vendors whenever feasible.

- C. The Purchasing Officer may advertise the request for quotes in applicable publications and websites accessible to the public. At least 3 quotes from vendors shall be obtained.
- D. Quotes shall be submitted to the Purchasing Officer and shall be identified on the envelope.
- E. Where the goods or services are standardized or of uniform quality, the award shall be given to the vendor with the lowest quote. If the goods or services are not standardized or of uniform quality, the City Council shall award the contract to the vendor that meets the City's requirements and is otherwise in the best interests of the City.
- F. In its sole discretion, the City Council may reject all quotes presented.
- G. 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 1 project. Such change orders shall be reported to the Finance and Administration Committee on a quarterly basis.

(Ord. 917, § 3, passed 08-10-2015)

3.20.070 PREVAILING WAGES.

Potential bidders for goods and services that are subject to the requirements of the California Prevailing Wage Law (Cal. Labor Code § 1720 et seq.) shall comply therewith.

(Ord. 917, § 3, passed 08-10-2015)

3.20.080 RECYCLED PRODUCTS.

Product purchases, whenever feasible, shall contain the highest amount of post-consumer and recovered materials practicable. In all cases, goods or services must meet reasonable performance standards, and be readily available at a competitive price.

(Ord. 917, § 3, passed 08-10-2015)

3.20.090 INSPECTION AND TESTING OF PURCHASES.

The Purchasing Officer is authorized to order the inspection of supplies and equipment delivered and services performed to determine their conformance with the specifications set forth in the order or contract. The Purchasing Officer shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications.

(Ord. 917, § 3, passed 08-10-2015)

3.20.100 LOCAL PREFERENCE FOR DISCRETIONARY PURCHASES.

To the extent permitted by applicable law, and subject to the provisions of this chapter, purchases that are exempt from competitive bidding law shall be made from local vendors, so long as the Purchasing Officer determines that the local vendor meets the City's requirements and that the purchase from a local vendor is otherwise in the best interests of the City.

(Ord. 917, § 3, passed 08-10-2015)

CHAPTER 3.22

INFORMAL BIDDING PROCEDURES

Section

- 3.22.010 Purpose of informal bidding procedures
- 3.22.020 Definitions
- 3.22.030 Exceptions to this chapter
- 3.22.040 Procedures
- 3.22.050 Informal bidding procedures for public projects of more than \$45,000 and less than \$175,000
- 3.22.060 Formal bidding procedures for public projects of more than \$175,000
- 3.22.070 Award or rejection of bids
- 3.22.080 Splitting orders prohibited
- 3.22.090 Prevailing wages

Statutory reference:

Provisions regarding the Uniform Public Construction Cost Accounting Act, see Public Contract Code § 22000 et seq.

Provision regarding the City's authority to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws, see Cal. Const. Art. XI, § 7.

3.22.010 PURPOSE OF INFORMAL BIDDING PROCEDURES.

Pursuant to Public Contract Code § 22000, general law cities may adopt an alternative method for the bidding of public works projects. The purpose of this chapter is to:

- A. Comply with the requirements of state law; and
- B. Establish efficient and effective processes for the bidding of public projects at the lowest feasible cost commensurate with the level of quality required.

(Ord. 918, § 2, passed 08-10-2015)

3.22.020 DEFINITIONS.

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

COMMISSION. Uniform Public Construction Cost Commission.

CONSTRUCTION TRADE JOURNALS. The appropriate construction trade journals for Mendocino County as determined by the Commission.

PUBLIC PROJECT. As defined in Public Contract Code § 22002(c), as set forth below, and as may be amended from time to time:

- A. Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- B. Painting or repainting of any publicly owned, leased, or operated facility.
- C. "Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:
 - 1. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
 - 2. Minor repainting.
 - 3. Resurfacing of streets and highways at less than 1 inch.
 - 4. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
 - 5. Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

QUALIFIED CONTRACTOR LIST. A list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the qualified contractors list shall be determined by the Commission.

(Ord. 918, § 2, passed 08-10-2015)

3.22.030 EXCEPTIONS TO THIS CHAPTER.

The procedures described in this chapter shall govern the bidding of public projects, except in cases of public projects constituting an emergency when repair or replacements or immediate action are necessary. In such cases, the City Council by four-fifths vote of its members may authorize emergency contracting subject to compliance with Public Contract Code § 22050.

(Ord. 918, § 2, passed 08-10-2015)

3.22.040 PROCEDURES.

A. Public projects of \$ \$45,000 or less may be performed by City employees by force account, by negotiated contract, or by purchase order using procedures described in Chapter 3.20.

B. Public projects of more than \$45,000 and less than \$175,000 shall be let to contract after following informal bidding procedures.

C. Public projects of more than \$175,000 shall be let to contract by formal bidding procedures. In such cases, the City Council shall approve the plans, specifications, and working details.

D. 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 1 project. Such change orders shall be reported to the Finance and Administration Committee on a quarterly basis.

E. The City Manager's authority to approve contracts shall be limited to a maximum of \$45,00 .

(Ord. 918, § 2, passed 08-10-2015)

3.22.050 INFORMAL BIDDING PROCEDURES FOR PUBLIC PROJECTS OF MORE THAN \$45,000 AND LESS THAN \$175,000.

A. The City shall compile a qualified contractor list. The vendor's name shall remain on the list for a period of 12 months, unless otherwise requested to be removed by the vendor. The vendor must notify the City whether or not they wish to remain on the list. It is the responsibility of the vendor to ensure, from time to time, that its name is on the qualified contractor list.

B. At least twice a year, the Director of Public Works or his/her designee shall publish on the City's website the qualified contractor list.

C. All contractors on the qualified contractor list for the category of work being bid and all construction trade journals shall be mailed a notice inviting informal bids unless the product or service is proprietary.

D. All mailing of notices to qualified contractors and construction trade journals shall be completed not less than 10 calendar days before bids are due.

E. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

F. The City Council may delegate the authority to award informal contracts to the Purchasing Officer as defined in § 3.20.040.

G. Contracts shall be awarded to the lowest responsible bidder submitting a responsive bid. Upon the refusal or failure of the successful bidder to execute the contract, the contract may be awarded to the next lowest responsible bidder submitting a responsive bid.

H. If all bids received are in excess of \$175,000, the City Council may, by adoption of a resolution by a four-fifths vote, award the contract, at \$187,500 or less, to the lowest responsible bidder submitting a responsive bid if the Council determines the cost estimate of the public agency was reasonable.

(Ord. 918, § 2, passed 08-10-2015)

3.22.060 FORMAL BIDDING PROCEDURES FOR PUBLIC PROJECTS OF MORE THAN \$175,000.

- A. Notice inviting formal bids shall be handled as set forth in Public Contract Code § 22037.
- B. When required by law or deemed appropriate by the City, and if included in bid instructions, bidders may be required to submit a bid deposit or bond in an amount determined by the City. Bidders shall be entitled to return of bid security, except that a successful bidder (and a successful bidder's surety, if a bid bond is required) shall be liable for any damages suffered or incurred by the City upon refusal or failure to execute a contract within 10 days after the notice of award of contract has been mailed, unless the City is responsible for the delay.
- C. The City Council shall award the contract to the lowest responsible bidder submitting a responsive bid. The City Council may, upon refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder submitting a responsive bid. If the City Council awards the contract to the next lowest bidder, and bidders were required to provide security, following a forfeit of the bid security by the lowest bidder the amount of the lowest bidder's bid security shall be applied by the City to the difference between the low bid and the second lowest bid; the surplus, if any, shall then be returned to the lowest bidder.
- D. When deemed appropriate by the City, and if included in bid instructions, any person or entity entering into a contract with the City may be required to furnish a faithful performance deposit or bond in an amount determined by the City.
- E. Sealed bids shall be submitted to the City and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than 30 calendar days after the bid opening.

(Ord. 918, § 2, passed 08-10-2015)

3.22.070 AWARD OR REJECTION OF BIDS

- A. In its discretion, the City may reject any formal or informal bids presented and abandon the project or readvertise.
- B. In its discretion, the City may also reject any formal or informal bids presented and, by passage of a resolution by a four-fifths vote of the City Council, declare that the project can be performed more economically by the employees of the City. However, prior to rejecting all bids, the City must first furnish written notice to the apparent low bidder informing the bidder of the City's intention to reject the bid. Such notice shall be mailed at least 2 business days prior to the hearing at which the City intends to reject the bid.
- C. If 2 or more bids are the same and the lowest, the public agency may accept the one it chooses.
- D. If no bids are received through the formal or informal procedure, the project may be performed by the employees of the public agency by force account, or negotiated contract without further complying with this chapter.

(Ord. 918, § 2, passed 08-10-2015)

3.22.080 SPLITTING ORDERS PROHIBITED.

It is unlawful to split or separate into smaller work orders or projects any public project for the purpose of evading the competitive bidding provisions of this chapter.

(Ord. 918, § 2, passed 08-10-2015)

3.22.090 PREVAILING WAGES.

Potential bidders for public projects that are subject to the requirements of the California Prevailing Wage Law (Cal. Labor Code § 1720 et seq.) shall comply therewith.

(Ord. 918, § 2, passed 08-10-2015)

Munoz, Cristal

From: Jacob Patterson <jacob.patterson.esq@gmail.com>
Sent: Thursday, February 20, 2025 5:45 PM
To: Whippy, Isaac; City Clerk
Subject: Public Comment 2/24/25 CC Mtg., Item No. 8C, CM Purchasing Authority

City Council & Staff,

IMO, there appears to be a small error/omission in the agenda materials. Namely, new Chapter 3.22.040, subd. E., should read "\$45,000" rather than the current "\$25,000". I believe this was inadvertently omitted from the proposed ordinance.

Separately, I think we should be setting the CM's purchasing authority threshold at a minimum of \$50,000 rather than \$45,000, ideally setting it at \$75,000 in line with other cities like Arcata. The control on CM authority more appropriately exists through the budget process so a CM could only enter into a contract or purchase up to whatever unspent budgeted amount is in the relevant budget cost center/account. For example, a CM could only enter into a contract for \$30,000, not the full possible \$75,000, if there was only \$30,000 remaining in the relevant cost centers/accounts. In order to approve a contract up to \$75,000, the CM would need to seek Council approval for a budget amendment adding an additional \$45,000. Why make the Council approve this change through the budgeting process as well as the purchasing authority threshold? One of these tools/checks works just as well as two.

I also recommend amending current Chapter 3.20.040, subd. B., to replace "Administrative Services Director and/or the Finance Director" with "subordinate staff". Right now the CM can only delegate his authority to two department heads, neither of which is actually filled so he can't delegate to anyone. This isn't in line with our recent past practice of delegating contract-based purchasing authority to whichever staff person is assigned to that particular project and is contractually identified as the City's project or contract manager. To simplify things and for alignment with actual practices, I recommend making this slight additional amendment to the ordinance prior to your approval thereof "as amended".

Regards,

--Jacob

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FORT BRAGG AND
THE FORT BRAGG POLICE ASSOCIATION

EFFECTIVE July 1, 2024

THROUGH

JUNE 30, 2028



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ARTICLE 1—PREAMBLE

1. This Agreement is entered into pursuant to the Meyers-Millias-Brown Act (California Government Code Section 3500 et seq.) and applicable ordinances and resolutions of the City of Fort Bragg between the City of Fort Bragg and the Fort Bragg Police Association, Inc. ("FBPA"). As a result of meet and confer sessions, the City and FBPA have agreed to the following understandings:
2. The City and the FBPA agree that the term of this Memorandum of Understanding shall commence on June 1, 2024 and expire on June 30, 2028.
3. This Agreement may be extended with the approval of both the City and FBPA. This Agreement shall expire immediately upon its replacement by a subsequent Agreement, or upon written declaration and notification by either the City or the FBPA to the other party that the negotiation process has reached Impasse.
4. The FBPA is recognized as the sole bargaining organization for all non-management and non-confidential employees of the Fort Bragg Police Department. Recognition was approved by the Fort Bragg City Council on May 12, 1980. The parties agree that the class of Administrative Supervisor within the Police Department is a "confidential" position and not represented by FBPA.
5. If any article or section of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the City and the FBPA agree to meet within thirty (30) days for the purpose of renegotiating said article or section.
6. Any conflict between any section or part of this Agreement and any City or departmental rule, regulation, resolution, procedure or practice, existing as of the date of this Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement.
7. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein.
8. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights to and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other matters within the scope of meeting and conferring during the period of the term of the Agreement, except regarding the interpretation of this Agreement.
9. It is recognized that the Employer-Employee Organization Relations Procedure adopted by Resolution No. 1868-91 on November 12, 1991, is the governing document as to the procedures for meeting and conferring in good faith with recognized employee

organizations regarding matters that involve the wages, hours, and other terms and conditions of employment.

10. All benefits granted to the FBPA and the Police Department, and each of its members and employees, pursuant to voter approved Initiative Measure D, City Ordinance 672, as adopted on November 4, 1986, are hereby incorporated in full in this agreement. Neither this agreement, nor any of its terms, shall in any way revoke, suspend or terminate the benefits granted by Measure D, Ordinance 672.

ARTICLE 2—DEFINITIONS

1. "Agreement" means the document referenced in Section 3505.1 of the Government Code. It shall be synonymous with the term "Memorandum of Understanding."
2. "FBPA" means the Fort Bragg Police Association, Inc.
3. "Bargaining Unit" shall include all non-management and non-confidential employees of the Fort Bragg Police Department.
4. "Benefit" is a service or compensation other than salary as provided for within this Memorandum of Understanding.
5. "Call Back" is when an employee is called back to work during his/her scheduled off duty hours, not contiguous to his/her shift.
6. "Call In" is when an employee is called in early to work, contiguous to his/her shift.
7. "City" means the City of Fort Bragg.
8. "Classification" means an authorized employee position for which a written position classification description exists and for which the City has provided funding.
9. "Department" means the Fort Bragg Police Department.
10. "Hold Over" is when an employee's shift is extended beyond the normal on-duty time, contiguous with his/her shift.
11. "Relief" shift is any shift worked outside of an employee's regularly assigned hours or days of duty, as determined during the shift rotation and shift selection process. A relief shift is further defined in Article 5, Section 3 below.
12. "Lateral New-Hire" is an experienced sworn officer who is hired or re-hired by the City with a minimum of eighteen (18) months of experience as a sworn safety officer with a minimum of a Basic POST certificate.
13. "Personnel Rules and Regulations" means the City of Fort Bragg Personnel Rules and Regulations.

14. "Police Employee" shall include all regular, non-management, non-confidential police employees, including all employees in the following classifications, and any newly created regular, non-management, non-confidential classifications:
 - a. Community Services Officer
 - b. Police Recruit
 - c. Police Officer
 - d. Police Sergeant

15. "Police Management and/or Confidential Employee" shall include all regular, police management and police department confidential employees, including all employees in the following classifications, and any newly created management and/or confidential classifications:
 - a. Police Captain
 - b. Chief of Police

16. "Sworn Employee" is any non-management member of the Fort Bragg Police Department who is a designated Public Safety Employee by law or City designation, and for whom the City contributes towards a PERS Safety Retirement.

17. "Non-Sworn Employee" is any non-confidential member of the Fort Bragg Police Department who is not a designated Public Safety Employee by law or City designation, and for whom the City contributes towards a PERS Miscellaneous Retirement.

18. "Salary" is the regular hourly or monthly monetary compensation as shown in the salary schedule attached hereto as Appendix A, and/or any salary schedule revision caused by action of the City in response to Ordinance 672.

ARTICLE 3—MANAGEMENT RIGHTS

In order to ensure that the City shall continue to carry out its public safety functions, programs and responsibilities to the public imposed by the law, and to maintain efficient public safety service for the citizens of Fort Bragg, the City continues to reserve and retain solely and exclusively all management rights, regardless of whether they have been exercised in the past, including those rights and responsibilities set forth by law and those City rights set forth in the Fort Bragg Personnel Rules and Regulations. No portion of this Management Rights Article shall be construed to obligate the City in any way. The rights, powers and authorities of the City include, but are not limited to the following:

1. To manage the Police Department and determine its mission, policies and procedures and the right to manage the affairs of the Department.

2. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City and to expand or diminish police services.

3. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, reassign, discipline, discharge, terminate, demote, reduce, suspend, layoff, reprimand, withhold salary increases and benefits for disciplinary or non-disciplinary reasons, or otherwise take action in accordance with Department or City Personnel Rules and Regulations.
4. To determine the nature, manner, means, extent, type, time, quantity, standard and level of police services to be provided to the public.
5. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
6. To lay off employees of the Police Department because of lack of work or funds or under conditions where continued work would be inefficient or ineffective.
7. To determine and/or change the police facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which the City police operations are to be conducted.
8. To determine method of financing.
9. To plan, determine and manage the Department's budget which includes, but is not limited to, the right to contract or subcontract any work or operations of the Police Department.
10. To communicate fully and openly with its employees on any subject at any time orally or in writing, both at work or through electronic mail and/or the U.S. Mail.
11. To determine the size and composition of the Police Department work force, assign work to employees of the Police Department in accordance with requirements determined by the Police Department and to establish and require compliance to work hours, work schedules, including callback, standby and overtime, and assignments.
12. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, and require compliance therewith. This is not intended to mean the City will establish ticket quotas.
13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, job specifications, and to reallocate and reclassify employees in accordance with Personnel Rules and Regulations.
14. To determine the issue of public policy and the overall goals and objectives of the Police Department and to take necessary action to achieve the goals and objectives of the Police Department.
15. To determine policies, procedures and standards for recruiting, selecting, training, transferring, assigning, dismissing, demoting and promoting employees in accordance with Personnel Rules and Regulations.

16. To establish, implement and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety and order, and to require compliance therewith.
17. To evaluate and maintain order and efficiency in police facilities and operation.
18. To restrict the activity of an employee organization on City facilities and on City time except as set forth in Article 4, "FBPA Rights."
19. To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.
20. To make reasonable rules and regulations pertaining to employees consistent with this Agreement.

A. Impact of Management Rights

Where required by law, the City agrees, prior to implementation, to meet and confer or consult with the FBPA over the impact of the exercise of a management right upon the wages, hours, and terms and conditions of employment on FBPA members unless the impact consequences of the exercise of a management right upon FBPA members is provided for in this Agreement, City Personnel Rules and Regulations, or Departmental Rules and Regulations.

B. Authority of Third Party Neutral - Management Rights

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third party neutral shall have the authority to diminish any of the management rights which are included in this Agreement, exclusive of a competent court having subject matter jurisdiction.

C. No Strike/Job Action Provision

1. Prohibited Conduct:

The FBPA, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, pretended illness, or engage or honor any other form or type of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization during the term of this Agreement.

2. Employee Termination:

Any employee who participates in any conduct prohibited in Section C.1, "Prohibited Conduct," shall be considered on unauthorized absence and shall be subject to discharge or other disciplinary action by the City.

3. FBPA Responsibilities:

- a. In the event the FBPA, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Section C.1, "Prohibited Conduct," the FBPA shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Agreement, and they must cease engaging in conduct prohibited in Section C.1, "Prohibited Conduct," and return to work.
- b. If the FBPA performs all of the responsibilities in good faith set forth in Section C.3.a., "FBPA Responsibilities," its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement and are in violation of Section C.1, "Prohibited Conduct."

ARTICLE 4—FBPA RIGHTS

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

1. The right to represent its members before the City Council, City advisory boards, commissions or committees with regard to wages, hours, and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or City laws and regulations.
2. The right to be given reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.
3. The right to a reasonable amount of time during regular working hours to represent its members before the City Council or their representatives when formally meeting and conferring on matters within the scope of representation, or on any other activities that the parties agree is in the shared interest of more harmonious relations.
4. The right to payroll deductions made for payments pursuant to Article 26, "Payroll Deductions" herein.
5. The right to the use of a designated bulletin board and/or internal computer mail system by the FBPA.
6. The use of City facilities for FBPA activities, providing that appropriate advanced arrangements are made. The granting of such use may be conditioned on appropriate monetary charges to offset the cost of such use. The FBPA shall not use such facilities for political purposes.

- a. Reasonable access to employee work locations for officers of the FBPA and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
- b. The City agrees to provide the FBPA, within sixty (60) days after the signing of this Agreement, two (2) certified copies of the Agreement, and any other newly adopted City/Departmental rule, order, resolution or ordinance pertaining to employees represented by the FBPA.

7. FBPA Release Time Bank

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

ARTICLE 5—SALARY AND ADDITIONAL COMPENSATION

1. The salary provisions of Initiative Measure D, Ordinance 672, as adopted by the voters on November 4, 1986, are hereby incorporated into this agreement in their entirety. The salary adjustments, if any, shall be implemented as soon as possible after January 1 of each year, and before January 31 unless there is a discrepancy between the City and the FBPA relative to the survey results. In these instances, the discrepancy shall be resolved, and the salary adjustments shall be implemented no later than February 28.
2. All employees covered by this MOU shall receive a salary increase of three percent (4%) of their base salary, effective July 1, 2024. All employees covered by this MOU shall receive a salary increase of three percent (3%) of their base salary effective the first full pay period after July 1, 2025. All employees covered by this MOU shall receive a salary increase of three percent (3%) of their rate of pay effective the first full pay period after July 1, 2026. All employees covered by this MOU shall receive a salary increase of three percent (3%) of their base salary effective the first full pay period after July 1, 2027.
3. **Relief Shift:** A relief shift is defined as any shift worked outside of an employee's regularly assigned hours or days of duty, as determined during the shift rotation and shift selection process. Employees who work relief shifts shall receive additional compensation of one dollar (\$1.00 per hour for all hours worked when so assigned).

This provision is intended to apply to mandatory shift changes that occur after the schedule is posted, including overtime shifts required by the Department. Before the schedule is posted, scheduling is within the sole discretion of management, who will take into consideration the needs of the department and requests of employees when constructing the schedule.

This provision also does not apply to overtime shifts requested by the employee, or any other shifts worked outside of the employee's regularly assigned hours of duty if the shift adjustment is the result of a request by the employee. This provision also does not apply to additional shifts worked due to special events, court appearances, training, or other temporary or brief assignments that are considered to be part of the normal course of duties. Any disagreement regarding the application of a relief shift designation will be decided by the Chief or his appointed representative.

In accordance with California Code of Regulations 571(a) this pay is pensionable through CalPERS.

3. **Swing Shift Differential Pay:** Any employee who works the "Swing Shift" as determined during the shift selection process shall receive the additional compensation of one dollar (\$1.00) per hour for the entirety of the "Swing Shift" shift rotation. Any disagreement regarding the application of the Swing Shift shall be decided by the Chief or the Chief's appointed representative.

In accordance with California Code of Regulations 571(a) this pay is pensionable through CalPERS.

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4. Assignment Pay: The Chief of Police may appoint such personnel as necessary for the positions of Field Training Officer (FTO), Range Master, Defensive Tactics Instructor or Taser Instructor to conduct the training of all police officer employees as required by POST. An employee designated by the Chief of Police as a training instructor shall receive additional compensation equal to five percent (5%) of their base rate of pay when so assigned.
 5. Employees assigned to more than one specialty assignment, as listed above, shall receive additional compensation to their base rate of pay of up to ten percent (10%).
 6. Detective: An employee assigned as a Detective shall receive additional compensation equal to five percent (5%) of his/her salary for all hours worked when so assigned.
 7. Motor Officer: An employee designated by the Chief of Police as Motor Officer shall receive additional compensation equal to five percent (5%) of his/her salary for all hours worked when so assigned.

It is recognized that an officer assigned as a Motor Officer, FTO or Detective under this article is not "vested" in the position, and serves in the position at the pleasure of the Chief of Police. The appointed employees may change from time to time depending upon the nature of training and/or supervision needed, and/or the needs of the Department.

8. Bilingual Pay. An employee who is designated by the Chief of Police (with the approval of the City Manager) to receive bilingual pay shall receive additional compensation equal to five percent (5%) of his/her salary when so assigned. The Chief of Police must determine that a demonstrated need exists for an officer to utilize his/her bilingual skills and to be eligible, an employee must have successfully demonstrated his/her proficiency in a second language.
9. Educational Incentive Award. The City shall grant a one-time payment of \$2,250.00 to each full-time, non-probationary, employee covered under this agreement who has been awarded an Associate of Arts degree (or has completed 60 college semester units or equivalent quarterly units). Each full-time, non-probationary, employee covered under this agreement who has been awarded a Bachelor of Arts/Science (or has completed 120 college semester units or equivalent quarterly units) shall receive a one-time payment of \$3,000.00. Each full-time, non-probationary, employee covered under this agreement who has been awarded a Master's degree (or completed 45 semester units or equivalent quarterly units in a Master's program) shall receive a one-time payment of \$3,750.00. Degrees or units listed may be in any area of study. The one-time payment is paid upon award of the appropriate degree and documentation of such degree, which must be provided to the City within 30 days of earning the degree. Employees who have already received a one-time payment for earning a degree are not eligible for any payment for the same degree.
10. K-9 Officer Pay. An employee assigned as a K-9 Officer shall be compensated for 60 minutes per day, seven days per week, and 365 days per year, for the normal care, feeding, and

grooming of the dog as required, which includes: (1) feeding; (2) grooming; (3) training; (4) socializing; (5) maintaining kennel; (6) cleaning of feces; and (7) K-9 socialization and overall happiness. The hours are compensated at the then current overtime rate (time and one-half) based on the then current prevailing minimum wage (\$12 dollars per hour) (hours currently compensated at \$18 dollars per hour). The prevailing minimum wage shall be adjusted automatically for any increases scheduled by operation of law.

The parties agree that 60 minutes per day is a reasonable amount of time a K-9 Officer normally needs for these activities. In the event the K-9 Officer finds that more time than 60 minutes per day is necessary for these activities, it shall be the employee's responsibility to inform the City of such need and receive authorization from the Chief of Police prior to exceeding the 60-minute daily limit. Any additional hours spent in extraordinary care (e.g. times spent in non-routine or emergency veterinary care) shall be reported and compensated at the rate stated herein.

Both parties hereto recognize and agree that the City has the exclusive management right to direct and control Police Department operations set forth herein, including the right to make duty assignments as it sees fit, and the right to discontinue the K-9 Program at any time if, in the City's sole discretion, it is in the City's best interest.

11. Temporary Assignments. If any employee is temporarily assigned to a lower paid position, the employee shall continue to receive the salary of the original position. If an employee is temporarily required to perform the duties of a higher-paid position for a period in excess of four (4) work days, said employee shall receive additional compensation equal to five percent (5%) of his/her current salary or the salary of the employee so replaced, whichever is less, for the entire period of such assignment. The Human Resources Office shall be notified in writing by the Police Chief prior to each such temporary assignment. The Human Resources Office will prepare a Personnel Status Change Report for approval by the Chief of Police and City Manager.

Officer In Charge. Sworn employees in this unit may be assigned by management to temporarily assume the duties of an officer in charge. Such assignments are at the discretion of and must be made by the Police Chief or his or her designee, in writing prior to assignment. There is no requirement or expectation that a shift be staffed with an Officer in Charge or a supervisory level officer.

Employees assigned to an Officer in Charge status shall receive out of class compensation for every shift actually worked in which they have been designated in writing by the Police Chief or his or her designee as the "Officer In Charge." Officer in Charge assignment may be limited to one (1) shift and will be for no longer than four (4) weeks without reassignment confirmed in writing. The Police Chief has sole discretion to terminate the temporary Officer in Charge assignment prior to completion.

Out of class pay for such assignments shall be five percent (5%) above the employee's base hourly rate.

Out of class pay shall apply to any overtime worked in the higher classification (when eligible), but shall not apply to any paid leave taken during the acting assignment.

Qualification for such temporary assignments may be based on placement on an existing promotional list for that assignment, certification or training requirements as determined by the department or by the determination of the Police Chief or designee that the person is qualified.

12. Longevity Pay. Effective August 29, 2021 the City Agrees that:

- After completion of five (5) years of employment with the Fort Bragg Police Department, employees covered under this MOU will receive a one percent (1%) increase in base rate of pay.
- After completion of ten (10) years of employment with the Fort Bragg Police Department, employees covered under this MOU will receive a one percent (1%) increase in base rate of pay.
- After completion of fifteen (15) years of employment with the Fort Bragg Police Department, employees covered under this MOU will receive a one percent (1%) wage increase in base rate of pay.

Longevity Pay is capped at no more than three percent (3%) of base rate of pay. Longevity Pay is not pensionable through CalPERS.

13. Salary Upon Promotion. If an employee is promoted, and the salary on promotion guidelines as set forth in the City's Personnel Rules does not result in a minimum of 5% pay increase, the employee shall be promoted to the next higher step in the salary classification. In no event shall the promotion result in a salary higher than the top step of the classification to which the employee is being promoted.

14. Shift Differential Pay. Any employee on duty between the hours of 1900 – 0700 hours shall receive an additional compensation of \$2.00 (two dollars) per hour.

15. Standby Pay. For night shifts, when only two patrol staff are scheduled for duty assigned to work that shift, and there is no Community Service Officer scheduled to work that shift, off-duty patrol officers and patrol sergeants shall be offered the opportunity to **voluntarily** sign up to be the primary call-out (standby) for any event requiring additional or replacement sworn patrol staff. Patrol staff shall sign up for entire shifts and will be compensated for those standby hours as follows:

For night shifts Monday-Thursday employees shall be compensated \$100.00 for the full shift. For night shifts Friday-Sunday employees shall be compensated \$125.00 for the full shift.

Officers who sign up for a standby shift shall be required to respond and be ready for duty in no more than one hour from the time the initial call-out is made. The time of call-out shall be determined based on the time the call was made to the standby employee's

primary phone as listed in the Department's official "FBPD Call-out List." Employees who fail to respond within one hour will forfeit any standby pay for that shift.

Employees will be compensated for call-outs starting at the time of call-out so long as no more than thirty (30) minutes elapses before the employee is on active duty, in order to take into account the time it takes to don the appropriate uniform and personal protective equipment.

Employees designated as the "Standby Officer" will be compensated at a rate of one and a half (1.5) times the amount of regular pay at the time of the call-out, and for a minimum of two (2.0) hours. The call-out pay incentive will not apply to an employee designated as the "Standby Officer."

Employees shall be compensated an entire shift's standby pay regardless of whether or not they actually participate in a call-out.

Signing up for standby shifts shall be done based on seniority with officers being ineligible to sign up for two standby shifts in a single work week until all other staff have had the opportunity to select or decline to take shifts. Any discrepancies in sign up procedures shall be decided by the Chief of Police or his/her designee.

All call-outs from a standby list shall be approved by the Chief of Police or his/her designee via phone or in person prior to initiating a call-out. Standing exceptions to this section may be issued in writing by the Chief (i.e. Domestic Violence arrests, felony no-cite warrants, etc.).

Staff is encouraged to use discretion when proactively pursuing arrests which would mandate a standby call-out (i.e. residential probation searches without reasonable suspicion, attempted felony warrant services at a suspect's residence). Additionally, staff should continue to take reasonable precautions to prevent overtime costs related to call-outs.

Standby call-outs shall not be used to cover unexpected compensatory time off or vacation time without the express approval of the standby employee and the Chief of Police or his/her designee.

ARTICLE 6—EDUCATION REIMBURSEMENT PROGRAM

The City agrees to participate in an Education Reimbursement Program to assist employees covered by this MOU in continuing their advanced education in acceptable job-related fields. This program shall be available with the following limitations:

1. To the extent funding is available, the City shall provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of \$750 per fiscal year. Only costs for required course materials (not including computers) for approved courses

shall be deemed reimbursable through this program. The City Manager may approve additional amounts on a case-by-case basis.

2. Regular full-time employees may be eligible for reimbursement of tuition fees and book costs for academic courses taken in pursuit of a college degree or education undertaken to maintain or improve skills related to work performance in the employee's current position which are attended on employee's own time.
3. Reimbursement shall only be available to employees who have received prior approval from the City Manager, prior to beginning of class(es) and if funds are available within the Departmental budget.

ARTICLE 7—HEALTH, DENTAL AND VISION INSURANCE

1. For purposes of this Article, the following definitions shall apply:
 - a. Legally Separated - A court action separating an employee from his/her spouse. This definition shall be used for the sole purpose of determining coverage under the City Health Plan(s). The insurance provider shall determine if a legally separated spouse is eligible for coverage under the City Health Plan(s).
 - b. Domestic Partner – A domestic partner as defined under California Family Code section 297.
2. Health, Dental and Vision Insurance
 - a. City shall provide health, dental and vision insurance plans for employees and shall make such plans available for any dependents. The City's insurance provider shall determine if a legally separated spouse is eligible for coverage under the City's group health, dental and vision plans.
 - b. Effective January 1, 2012, the City shall pay 80% and the employee shall pay 20% of the premiums required for the health and dental plans. The City shall pay 100% of the premiums for the vision plan.
 - c. Employees enrolled in the High Deductible Health Plan will receive a total benefit allowance equal to 80% of the premium for the "traditional" health plan for payment of the High Deductible Health Plan premium with the balance, if any, to be paid into a Health Savings Account. Employees may choose to contribute additional funds to a Health Savings Account on a pre-tax basis via payroll deductions in accordance with IRS guidelines.
 - d. Employees may elect to opt out of the City's health plan, in which case the employee will receive a contribution of \$200 per pay period towards optional insurance premiums. The \$200 contribution will be paid to the employee as taxable income. Should an employee's spouse or domestic partner also work for the City, only one employee of the marriage/partnership shall receive health benefits as defined above.

3. Health & Dental Insurance Upon Retirement

- a. **For employees hired on or after January 1, 2012:** Retirees are not eligible to participate in the City's post-employment health and dental insurance benefit plans.
- b. **For employees hired on or after July 1, 2007:** The City agrees that employees/retirees only, with a minimum of ten (10) years of full-time employment with the City, may remain on the City's health and dental insurance plans until retiree reaches Medicare eligibility age. The retiree is responsible for the full cost of insurance premiums for retiree-only coverage which shall be paid to the City in a timely manner. Failure to pay premiums within 30 days of payment due date will result in termination of participation in the plan(s). This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving Public Employee Retirement System (PERS) benefits upon retirement from the City of Fort Bragg, and who maintain continuous retiree status with CalPERS.
- c. **For employees hired between July 1, 2004 and June 30, 2007:** The City agrees to pay, for employee/retiree only, the costs of health and dental insurance in the City-approved plan after the retirement of any employee who has a minimum of ten (10) years full-time employment with the City. This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving Public Employee Retirement System (PERS) benefits upon retirement from the City of Fort Bragg, and who maintain continuous retiree status with CalPERS. Said retiree shall be terminated from the group health plan when the retiree reaches Medicare eligibility age. For those retirees, the City will provide a City-paid supplemental prescription plan when they switch to Medicare and it becomes their primary coverage.
- d. **For employees hired between January 1, 1992 and June 30, 2004:** The City agrees to pay, for employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after the retirement of any employee who has a minimum of ten (10) years full-time employment with the City. This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving Public Employee Retirement System (PERS) benefits upon retirement from the City of Fort Bragg, and who maintain continuous retiree status with CalPERS.
- e. **For employees hired prior to January 1, 1992:** The City agrees to pay, for employee/retiree, the costs of health and dental insurance in the City-approved plan(s) after the retirement of any employee who has a minimum of ten (10) years full-time employment with the City. This provision shall only apply to those employees whose last day of employment preceding retirement was with the City of Fort Bragg, who immediately begin receiving PERS benefits upon retirement from the City of Fort Bragg, and who maintain retiree status with CalPERS.

- 1) The City will make available health and dental insurance in the City-approved plan(s) for retiree's spouse (if employee is married at time of retirement) or domestic partner (if employee has said domestic partner at time of retirement) of any employee who was hired prior to January 1, 1992, has a minimum of ten (10) years employment with the City, and whose last day of employment preceding retirement was with the City of Fort Bragg and who immediately begins receiving regular (i.e. based on time of service) PERS benefits under the 2% at 55 Plan (Government Code Section 21251.13) for non-sworn employees or the 2% at 50 Plan (Government Code Section 21250.01) for sworn employees, upon retirement from the City of Fort Bragg. Employees must be at least sixty (60) years of age at retirement provided however, an employee may retire earlier if permitted under one of the above PERS Plans in which case the retiree and/or spouse/domestic partner will be responsible for the costs of spousal/domestic partner insurance until retiree reaches the age of sixty (60).
 - 2) Paid health insurance for a retiree's spouse/domestic partner will be provided in the City-approved plan(s) based on the City paying ten (10) percent of the cost of spousal/domestic partner coverage after ten (10) years of employment with the City and an additional ten (10) percent for each full year of employment thereafter. Any costs not paid by the City based on this formula must be paid by the retiree and/or spouse/domestic partner.
 - 3) Dental insurance for the retiree's spouse/domestic partner will be made available in City-approved plan(s), but any cost of such spousal/domestic partner coverage must be paid for by the retiree and/or spouse/domestic partner, unless it is included in the retiree's plan and results in no additional cost to the City.
4. The City will provide no vision care plan or coverage for retirees or their spouses/domestic partners.
 5. In all cases in which the retiree is responsible for all or part of any health and/or dental premium, failure to pay premiums within 30 days of payment due date will result in termination of participation in the plan(s).

ARTICLE 8—LIFE AND DISABILITY INSURANCE

1. City agrees to provide the policy and pay premiums for life insurance for employees in the amount of \$50,000.
2. Non-sworn employees covered under this Agreement may participate in the group long term disability insurance program as offered by the City. For details of the program see the certificate of insurance on file in the City Human Resource Office. The City shall pay

half the cost of the program with the balance to be paid (withheld) through payroll deductions.

3. The City agrees to provide and maintain an optional group long term disability insurance coverage, in lieu of State Disability Insurance, for sworn employees. The plan shall be the PORAC Group Long Term Disability Program, and shall contain the following benefits:
 - a. 66 2/3% of your pre-disability earning, reduced by deductible income.
 - b. Benefit waiting period of sixty days, with a reduced benefit available after thirty days of 33 1/3%.
 - c. Maximum Benefit Period to age 65 years, injury, illness and pregnancy.
4. The City agrees to pay half of the monthly premium costs of the PORAC Long Term Disability Insurance for each participating employee, with the remaining premium costs to be paid by the participating employee via payroll deductions. The cap on the City's portion of premium costs for the period of this MOU shall be \$10.75 per month for each participating employee.

ARTICLE 9—UNIFORMS AND EQUIPMENT

1. The purpose of the uniform and equipment cleaning and replacement allowance is to provide for purchase, replacement and cleaning of uniforms and equipment.
2. Uniform Allowances:
 - a. All sworn classifications shall receive a uniform cleaning and replacement allowance which shall be paid twice annually in equal installments on the first pay periods of March and September. All FBPA represented sworn personnel shall receive a \$1,200 per year uniform allowance.
 - b. Non-sworn employees who are required to wear a uniform (i.e., Community Service Officers and Police Recruits), shall receive a uniform cleaning and replacement allowance of \$1,000 per year paid twice annually in equal installments on the first pay periods of March and September
 - c. Non-sworn employees (other than Community Service Officers and Police Recruits), required to wear a uniform, shall receive \$300 per year paid twice annually in equal installments on the first pay periods of March and September
 - d. Employees on extended leave for personal or medical reasons for periods of one month or more shall receive reduced uniform allowances commensurate with their absence from active duty.
 - e. A new employee shall receive a prorated amount from the first day of the month following his/her hire date and a six-month advance for purchase of initial uniform and/or equipment.

3. Vests: The City agrees to provide each sworn employee with a protective vest of such quality as approved by Federal standards. The Chief of Police shall consider the employee's individual preference in terms of vest style, fit, size, and quality when ordering a replacement vest. Vests shall be replaced as necessary considering wear, safety and certification of the vest, but in all cases within manufacturer's guidelines, and no City provided vest shall be issued and/or worn upon expiration of certification. This section shall not be construed as to require the purchase and replacement of existing vests assigned to current personnel. The vest shall remain the property of the City. Upon termination of employment with the City, the employee may purchase the vest assigned to him/her at a prorated cost based upon the original cost of the vest and the remaining months of usable service (based upon five (5) years of usable service). Any officer who requests a vest shall be required to wear it while on duty as a uniformed patrol officer.
4. Damaged Uniform/Equipment Replacement: Upon approval of the City Manager or his/her designee, and in accordance with the provisions of California Government Code Section 53240 and Appendix C of this MOU, employees shall be paid the cost of replacing or repairing clothing or prosthesis or other personal property, or articles of clothing or property necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty without fault of the employee, or stolen from City facilities. If items are damaged beyond repair, the actual replacement value of such shall be paid. The value of such items shall be determined as of the time of damage thereto. No claims shall be authorized for repair or replacement of items of personal property used on City business unless they have a value greater than Forty Dollars (\$40.00). In any case, reimbursement for replacement or repair shall be limited to \$150 per item and an aggregate maximum of \$400 per incident. This provision shall not apply to items lost due to negligence by the employee.
5. Equipment Purchase Loan Plan: All employees represented by this agreement shall have the option of entering into equipment purchasing loan plan with the City, which may be utilized to assist the employee to purchase equipment that may be used, both on and off duty, to improve the employee's job performance. This plan has the following limitations.
 - a. The loan total shall not exceed Three Thousand Dollars (\$3000).
 - b. Employee cannot add to an existing loan without the recommendation and expressed permission of the Chief of Police.
 - c. Employee agrees to pay an interest rate equal to the Local Agency Investment Fund (LAIF) rate paid to the City plus one-quarter percent (.25%), as of the date of the loan.
 - d. Loans shall be repaid via payroll deductions. Loans of less than \$1000 shall be paid back in 26 equal installments. Loans between \$1000 and \$2000 shall be paid back in 52 equal installments. Loans between \$2000 and \$3000 shall be paid back in 78 equal installments. Upon separation, if employee has not paid the entire balance due by the time his or her final paycheck is issued, the City will deduct the balance of the loan from the final paycheck.

- e. The employee shall provide documentation such as an invoice or receipt to serve as proof of purchase prior to issuance of the loan.
- f. Employee shall sign a payroll deduction authorization form for the amount calculated by the Finance Department.
- g. Employee shall receive approval prior to the purchase of any equipment for which this program is anticipated.

ARTICLE 10—WORK SCHEDULES

- 1. A work period for sworn employees covered under this Agreement shall consist of an eighty (80) hour duty shift assignment during a fourteen (14) day work period.
- 2. The work period shall be from 0001 hours Sunday to 2400 hours Saturday of each calendar week. The pay period shall consist of two consecutive seven-day work periods.
- 3. The actual duty shift assignments shall be one of the following plans:
 - a. 5-8 Plan: Five eight-hour work days followed by two consecutive days off during each seven-day work period.
 - b. 9 Plan: Four nine-hour work days and one eight-hour work day with two consecutive days off during first work period, followed by four nine-hour work days with three consecutive days off during second work period. This could be interchangeable with days off; however, the total pay period would only amount to eighty (80) hours during each fourteen-day pay period.
 - c. 4-10 Plan: Four ten-hour work days followed by three consecutive days off during each seven-day work period.
 - d. 12 Plan: Alternating three- and four-day work weeks, with four and three consecutive days off respectively, not to exceed 80 hours per fourteen-day pay period.
- 4. Exceptions to Section 1 shall include the following:
 - a. The first (Sunday) of a new shift rotation period shall constitute a new work period, thus allowing the employee to work in excess of stated consecutive days as stated in Section 1.
 - b. When in conjunction with assigned training days, days off may be changed and/or split to allow the employee to attend a training session uninterrupted.
- 5. Employees in the position of Community Services Officer (CSO) are provided up to fifteen (15) minutes at the start of their shift to put on required OSHA approved gear and fifteen (15) minutes at the end of the shift to remove the same gear.

6. Scheduling is and shall remain a management prerogative. Nothing in the provisions of this or other Articles shall be construed so as to contravene that fact. The parties agree that the Chief of Police, with the City Manager's approval, has the discretion to determine work schedules.
7. Daily hours of work (or shifts) for employees of the Fort Bragg Police Department shall be assigned by the Chief of Police, as required in accordance with other provisions of this Agreement.
8. Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the Chief of Police, and such absences shall be noted on the employee's time sheet.
9. Rest and meal periods: All sworn employees are on call during the lunch and rest periods for emergency traffic.

ARTICLE 11—OVERTIME

1. For non-sworn employees covered by this Agreement, hours worked beyond eight (8) hours per day and/or forty (40) hours per week shall be calculated to the nearest half hour worked and shall be compensated at one and one-half (1.5) times the employee's hourly rate of pay.
2. For sworn employees covered by this Agreement, the City shall pay an amount equal to one and one-half (1.5) times the employee's regular hourly rate of pay for all hours worked in excess of their daily assigned work schedule, and/or all hours worked in excess of eighty (80) hours during the fourteen (14) day pay period. Any change of assignment or work days in violation of any applicable section of Article 10 of this Agreement, as revised, shall be compensated at overtime rate.
3. Overtime definition: Overtime is defined as a City-required act or time expenditure by an employee in excess of the employee's regularly scheduled work period. Overtime as defined above shall include, but not be limited to, any and all mandatory meetings, briefings, weapons qualifications, classes or courses, court appearance, travel and special assignments.
4. A sworn employee who must travel for City business for any reason shall be scheduled to travel on his/her normal work day and/or shift, whenever possible, and such travel on his/her normal work day and/or shift shall not constitute overtime (i.e., time and one-half rate) except if such travel time causes the employee to exceed eighty (80) hours in a normal fourteen (14) day work period. Entitlement to overtime compensation shall be in accordance with the Fair Labor Standards Act.
5. Overtime Work Approval: It is the policy of the City that overtime is to be discouraged, therefore overtime shall be approved in advance, when practicable. In case of emergency, however, or whenever public interest or necessity requires, the Chief of Police, or his/her designee, may require and authorize any employee to perform overtime work.

6. Employees shall not receive overtime compensation while traveling to and from non-mandatory training as such travel time is not "hours worked."
7. The work period, including hours of work, shall be established for each employee in writing. Employees shall not report to work more than fifteen (15) minutes prior to their established shift and shall not remain at their work station after the end of their established shift unless prior authorization is received from the Chief of Police or his/her designee. Employees who voluntarily report to work early, stay late, or "visit" at the Police Station during scheduled off-duty hours shall not receive overtime compensation for such hours, as such hours are not "hours worked."
8. Callback Pay: Callback is when an employee is called back to work during scheduled off-duty hours. Call-outs shall be authorized at the sole discretion of the Chief of Police or his/her designee and shall apply only to those situations where an employee is requested to immediately report for at least two (2) hours of duty during a scheduled day off. Compensation for call-out will be two (2.0) times the hourly rate. An Officer or Sergeant who is the designated standby officer, will not be eligible for call-out pay at (2.0) times hourly rate. Employees will be compensated for call-outs starting at the time they are called for duty, so long as the employee is on active duty in no more than thirty (30) minutes after receiving the call-out, in order to take into account the time it takes to don the appropriate uniform and personal protective equipment..
9. Call In Pay: Call In is when an employee is called in early to work, contiguous to his/her shift, and shall be paid at time and one-half (1.5) pay for the actual hours worked in addition to the contiguous start of the normal shift.
10. Court Pay:
 - a. Employees who are called back to duty or subpoenaed to give testimony in court about events arising out of their employment on off-duty time, shall be compensated at the rate of time and one-half (1.5) the employee's regular rate of pay with a minimum compensation of two (2) hours.
 - b. Employees shall continue to receive the minimum compensation in instances wherein the employee is given less than 24-hour notice of cancellation of a scheduled court appearance, except:
 - 1) There shall be no compensation pay or guarantee in the event that such testimony is canceled, and the employee works any shift between the time of cancellation and the scheduled court appearance.
 - 2) There shall be no compensation pay or guarantee in the event that such testimony is scheduled contiguous to the employee's regular duty shift.
 - 3) There shall be no compensation or pay in the event an employee failed to call the Police Department Police Services Technician who handles court subpoenas twenty-four (24) hours prior to the scheduled court appearance.

-
- c. The City shall reimburse all expenses incurred by an employee for court appearances outside the city limits of Fort Bragg.
11. Hold-Over Pay: Hold-over shall be paid at time and one-half (1.5) pay for the actual hours worked in addition to the contiguous end of the normal shift.

ARTICLE 12—JURY DUTY

Any employee summoned to serve on jury duty during an on-duty day shall be entitled to a leave of absence with full pay for such period of time as he/she may be required to attend the court in response to such summons. Proof of jury service shall be provided to the Human Resource Department for each pay period when jury duty pay is requested. The employee may retain such payment as may be allowed for travel, lodging, and meal expenses. The employee shall not be required to submit to the City compensation received from the Court for jury duty in order to receive full pay and expenses referenced above.

ARTICLE 13—FAMILY AND SICK LEAVE

1. Accrual: Sick leave will accrue at a rate of eight (8) hours per month beginning at commencement of employment and may be accrued with no maximum limit. A lateral new-hire shall be credited with 24 hours of sick leave as of date of hire.
2. Personal Use: Sick leave may be used as it is accrued, subject to approval by the Chief of Police during the first ninety days of employment.
3. Family Care Use: Accrued sick leave may be used for care of the current spouse/domestic partner, children, siblings and parents (be they natural, adoptive, step or foster of the employee or their current spouse/domestic partner), grandparent or grandchild. An employee who is a victim of domestic violence, sexual assault, or stalking may use a maximum of twenty-four (24) hours of sick leave per calendar year to tend to any related issues, including leave and court appearances.
4. Documentation: Employee Absence forms must be filed in all cases and a physician's certification may be required at the discretion of the Chief of Police or City Manager for absences of three (3) consecutive days or more.
5. Compensation on Separation: Upon separation after two or more years of service an employee shall be paid for thirty (30) percent of unused, accrued sick leave up to a maximum accrual of one thousand (1,000) hours, provided such compensation is not applicable if an employee is discharged for cause. (This provision is not applicable where sick leave is otherwise converted for other credit.)
6. Conversion: Sick leave accrued in excess of eight hundred (800) hours may be converted to vacation on the basis of three (3) hours of vacation time for each ten (10) hours of sick leave accrued and converted. Employees who have accrued sick leave in excess of one thousand (1,000) hours may convert, one time annually, up to twenty-five (25) percent of the hours in excess of one thousand (1,000) to vacation time without loss of remaining sick leave balance,

provided, in both instances, that such conversion is not applicable if an employee is discharged for cause. Conversions may be made once each year in the month of December.

7. Transfer: An employee may transfer accrued sick leave to another employee in cases of emergency subject to review and approval by the Chief of Police and/or the City Manager on a case-by-case basis and in compliance with the Personnel Rules and Regulations.
8. Family and Medical Leave: As provided for in the Federal Family and Medical Leave Act of 1993, as amended, the California Family Rights Act and the Personnel Rules and Regulations.

ARTICLE 14—INDUSTRIAL INJURY LEAVE

The City agrees to comply with all State and Federal statutes, regulations and rulings with respect to compensation of employees who suffer industrial injury or illness.

ARTICLE 15—BEREAVEMENT LEAVE

The City shall grant a leave of absence with pay for up to three (3) days when a member of the employee's or employee's spouse or domestic partner's immediate family dies. "Immediate family" means parent, current spouse or domestic partner, child, stepchild, grandparent, grandchild, brother, sister, step-siblings, current mother-in-law or current father-in-law, current son-in-law, daughter-in-law, sister-in-law or brother-in-law. The City, in its discretion, may require some proof that a death in the family has occurred. Bereavement leave is available only within seven (7) days of the death or funeral, unless the employee has made arrangements with the City regarding its use at a later date. In the event of long distance travel requirements, the Chief of Police may approve a total of five (5) total working days leave.

ARTICLE 16—OTHER TYPES OF LEAVE

1. Leave of Absence without Pay: Leave of absence without pay shall be as provided in Personnel Rules and Regulations.
2. Military Leave: Military Leave shall be as provided in Personnel Rules and Regulations.
3. Special Administrative Leave: Special Administrative Leave may be granted to personnel of the Fort Bragg Police Department upon the recommendation of the Chief of Police and approval of the City Manager in the event that such personnel have been involved in a homicide, serious act, or other action that would require such personnel to be absent from duty pending an investigation by the Police Department or an outside agency. This special leave shall not cause any loss of compensation or any other benefit.

A psychological counseling program for personnel involved in events as described above has been approved and made available through the City's Employee Assistance Program.

ARTICLE 17—VACATION

1. Accrual: All full time probationary and regular employees shall accrue vacation as follows:

88 hours annually for	1 to 3 years of service (i.e. 0-36 months)
160 hours annually for	4 to 9 years of service (i.e. 37-120 months)
200 hours annually for	10 years of service and longer (i.e. more than 120 months).

2. Accumulation: Vacation time can be accrued to a maximum of 240 hours except that an employee with ten (10) years or more (i.e. more than 120 months) of City service may accumulate up to a maximum of 320 hours.
3. In addition to the above, 40 hours of vacation shall be accrued by each represented employee at the start of their 16th year of employment (i.e. at the 181st month).
4. Vacation purpose: In order to work efficiently and be satisfied in his/her position with the City, it is essential that employees take reasonable vacation time in order to remain mentally refreshed and alert in the performance of their duties.
5. Use of vacation: Vacation leave may be taken as it accrues. The date of vacation may be selected by the employee on a seniority basis within each classification, but shall be approved by the Chief of Police, who shall consider the wishes of the employee and the needs of the Department.
6. Other Provisions: See Personnel Rules and Regulations.

ARTICLE 18—COMPENSATORY TIME OFF

2. Employees may choose to accumulate overtime earned in a Compensatory Time Off bank. Compensatory Time Off may be accumulated to a maximum of one hundred twenty one hundred and sixty (160) hours (Employees may designate, on an annual basis, up to 80 hours of their accrued compensatory time to be paid off in the month of June. This designation must be submitted to the city by December 31 of the year prior to the payoff).
3. Each December 31, the City shall pay off all accumulated compensatory time to each employee at the current salary rate and each employee cannot accrue any additional compensatory time until after December 31, of the same year.

ARTICLE 19—RETIREMENT PLAN

1. The City offers the following Public Employees' Retirement System (PERS) plans:
 - a. Local Classic Miscellaneous Employees' Plan defined as the "Miscellaneous 2% at 55" Plan.
 - b. Local Non-Classic Miscellaneous Employees' Plan defined as the "Miscellaneous 2% at 62" Plan.
 - c. Local Classic Safety Employees' Plan defined as the "Local Safety 2% at 50" Plan.

- d. Local Non-Classic Safety Employees' Plan defined as the "Local Safety 2.7% at 57" Plan.

The Classic Safety Plan is modified to include Social Security benefits to be integrated with PERS benefits. Effective October 15, 1985, the Classic Miscellaneous Retirement Plan was converted to Full PERS Benefits plus Social Security.

2. Effective, January 1, 2013, sworn and non-sworn employees shall pay their full member share of the CalPERS contributions, as follows:
 - a. For Miscellaneous Non-Classic Employees: Fifty (50) percent of the normal cost.
 - b. For Safety Non-Classic Employees: Fifty (50) percent of the normal cost.
 - c. For Miscellaneous Classic Employees: 7% of reportable compensation.
 - d. For Safety Classic Employees: 9% of reportable compensation.

Effective July 1, 2018, in addition to paying the 7.0% or 9.0% member contribution, classic employees covered by this Section shall pay, through payroll deduction, an additional 1.0% of reportable compensation towards the City's costs, for a total contribution of 8.0% (miscellaneous) or 10.0% (safety) of reportable compensation toward pension benefits, as permitted by Cal. Gov. Code Section 20516.

ARTICLE 20—PROBATIONARY PERIOD

1. The initial probationary period for all employees of the Fort Bragg Police Department, regardless of classification, shall be eighteen (18) months from the date of employment.
2. The probationary period for all reinstated employees shall be as defined in Section 9 of the Personnel Rules and Regulations.
3. The probationary period for all employees reclassified shall be as defined in Section 3 of the Personnel Rules and Regulations.
4. The probationary period for all employees promoted to a higher classification shall be as defined in Section 5.2.2 of the Personnel Rules and Regulations.
5. The probationary period for sworn lateral new-hires shall be twelve (12) months. Merit increase schedule is not affected by this provision.

ARTICLE 21—TRAVEL REIMBURSEMENT

Employees shall be reimbursed for expenses incurred while on assignment outside the Mendocino County area as delineated in this section. All travel expenses shall be authorized in advance by the Police Chief.

1. Lodging: Lodging shall be reimbursed at actual cost substantiated by a receipt. Reimbursement for lodging and/or meal costs shall be limited to the following:

- a. Lodging costs shall include local taxes, but exclude tips, porter's fees, telephone, room service, movies, valet, etc.
 - b. Receipts are required for all lodging costs.
 - c. Vouchers received without lodging receipts shall be returned to the traveler. In the event a lodging receipt is lost, it is the employee's responsibility to obtain a duplicate.
2. No receipts, other than lodging, shall be required unless specifically required by POST.
3. Meals: Meals shall be reimbursed at the following per diem rates and subject to the conditions in Section 4:

Breakfast:	\$10.00
Lunch:	\$15.00
Dinner:	\$25.00

Employees shall be eligible to claim breakfast subsistence pay if they are in travel status as of 6:00 a.m. Employees shall be eligible to claim lunch subsistence pay if they are in travel status between the hours of 11:00 a.m. and 2:00 p.m. Employees shall be eligible to claim dinner subsistence pay if they are in travel status as of 6:00 p.m.

4. Meals Provided During Travel:

0 to 3 Hours.....	None
3 to 6 Hours.....	One
6 to 10 Hours.....	Two
10+ Hours.....	Three

For each meal claimed under this Section, the employee shall be reimbursed the amount currently paid at the rate listed above related to the pertinent time of day. All travel requests will include function description.

5. Private Vehicle: The City shall reimburse employees of this unit for use of their private vehicles on City business at the rate allowed by the Internal Revenue Service. Prior to the use of their private vehicle, employees must provide the City with a Certificate of Insurance on the form provided by the City which evidences that the employee has Comprehensive Automobile Liability Insurance or Business Automobile Liability Insurance in an amount equal to or greater than the current requirements established by REMIF.
6. Rental Cars: Size of rental cars must be justified if larger than compact. When using a rental vehicle, the employee must keep log of daily mileage and pay for any mileage charge when car is used for personal business.
7. First Class Travel: First class travel cannot be used, unless the additional cost is paid by the employee.

8. Telephone: Long distance telephone calls charged must specify the number and name of agency called.
9. Tickets: Copy of tickets used for travel must always be furnished with claim.

ARTICLE 22—EMPLOYEE PERSONNEL FILE

1. In the event that a written reprimand is placed in an employee's personnel file, the reprimand shall be purged from the file thirty-six (36) months after the date of the reprimand.
2. In the event that an employee is suspended or compensation is reduced for four days or less, and a notice of such discipline is placed in the employee's personnel file, the notice and all accompanying and related documents shall be purged from the file sixty (60) months from the ending date of the suspension. However, suspensions of more than four (4) days, reduction in rank or other discipline with the financial equivalent thereof, shall not be purged.
3. Written commendable incident memoranda and letters of commendation from the public placed in an employee's personnel file shall not be purged.
4. Any comment adverse to an employee's interest that is placed into his/her personnel file, or any other file used for personnel purposes, shall be in strict adherence to the provisions of Government Code Section 3300 et seq., which is hereby incorporated into this Agreement by reference.

ARTICLE 23—GRIEVANCE PROCEDURE

1. A grievance may be filed by the FBPA on its own behalf, by the FBPA on behalf of any member of the Bargaining Unit, and/or by any member of the Bargaining Unit on their own behalf, for any violation of any section of the Memorandum of Understanding, and/or any violation of any General Order, Management Memorandum, or any other Departmental Rule, Regulation, or Policy.
2. The grievance procedure shall be pursuant to Personnel Rules and Regulations.

ARTICLE 24—DISCIPLINE

1. Basis for Discipline: The tenure of every employee holding a regular, non-probationary appointment in the classified service shall be conditioned upon good behavior and fit and efficient service. Any employee may be disciplined; including discharged, suspended or reduced in rank or compensation for good cause, pursuant to the Personnel Rules and Regulations.
2. Employee discipline shall be administered pursuant to the Personnel Rules and Regulations.

3. **Investigative Procedures:** Any investigation of a complaint of misconduct, or for any other reason, against any employee represented by the FBPA, shall be in strict adherence to the provisions of Government Code Section 3300 et seq., which is hereby incorporated into this Agreement by reference.

ARTICLE 25—HOLIDAYS

The City agrees to pay full-time regular sworn and non-sworn employees represented by the FBPA who are required to regularly work on holidays noted in Section 4, below, ninety-six (96) holiday hours per year at one and one-half (1.5) times the employee's hourly rate and shall include supplemental pay, which may apply to the specific officer including: Field Training Officer Pay; Bilingual Pay; Officer in Charge Pay; Motor Officer Pay; Detective Pay and Working Out of Class Pay.

1. Holiday Pay shall be paid in two (2) equal installments, separate from any other salary payment, during the first pay period in June and December.
2. Full-time probationary employees shall be paid for holidays on a prorated basis based upon eight (8) holiday hours per full month worked.
3. Part-time employees shall be paid for holidays on a prorated basis based upon the number of hours worked.
4. Specified holidays for all non-sworn, full-time probationary and regular employees are as follows:
 - a. New Year's Day
 - b. Martin Luther King Jr. Birthday
 - c. President's Day
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Indigenous People's Day
 - h. Veteran's Day
 - i. Thanksgiving Day
 - j. Day After Thanksgiving
 - k. Day before Christmas
 - l. Christmas
 - m. Every day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving.

ARTICLE 26—PAYROLL DEDUCTIONS

The City will make available a payroll deduction system for employee contributions to financial institutions of employee's choice and for payment of FBPA dues.

ARTICLE 27 – ASSISTANCE WITH BALLOT MEASURE

The Association agrees to proactively support the City's Ballot Measure in future elections in the following manner:

1. Advocate and Support the City Council's approved ballot measure through public outreach efforts by offering information, expertise, and insights on the specific needs and benefits related to Public Safety costs and the need for future tax increases. This includes but not limited to social media channels, articles/op-eds in local newspaper and any other appropriate means of offering support.
2. Participate in community engagement activities, including public forums and town hall meetings, to discuss the positive impact of the proposed tax increase on Public Safety and community services.
3. Collaborate with the City to address public inquiries and provide clear, consistent information about the benefits of the General Sales Tax Increase.
4. Adhere to all legal and ethical standards in their informational activities related to the Ballot Measure.

ARTICLE 28 – PART-TIME SEASONAL AND TEMPORARY EMPLOYEES

1. Part-time, seasonal and temporary employees are employed on an at-will basis and may be terminated at any time with or without cause and without right of appeal. All part time, seasonal and temporary employees shall be compensated on a straight hourly basis for the actual number of hours worked. The rate of pay shall be determined by the City Manager within the salary rate then in effect, specified for the position occupied by the employee.
2. No seasonal or temporary employee shall be eligible for participation in any benefit program established by the City, except as required by state and/or federal law. Part-time employees who do not work for the City on a temporary basis and who work more than twenty-one (21) hours on average per week shall be entitled to the same benefits enjoyed by regular full-time employees based upon a proration of average hours worked. EXAMPLE: An employee who works an average of thirty (30) hours per week shall receive holiday compensation in an amount equal to three (3) quarters of the benefit provided to full-time employees. Holiday, vacation, sick leave, city payment of health premiums and other similar benefits shall be prorated on this same basis.

ARTICLE 29—DEFERRED COMPENSATION PLANS

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

ARTICLE 28—SIGNATURE CLAUSE

FOR THE CITY OF FORT BRAGG:

DATE: 8/29/2024

Signed by:
Isaac Whippy
50E8C1A52F474B7
Isaac Whippy CITY MANAGER

DATE: 8/26/2024

DocuSigned by:
Baron J Bettenhausen
5B8D1F8925C04D1...
Baron J Bettenhausen, CITY ATTORNEY

ATTEST:

DocuSigned by:
Diana Sanchez
383A7A996E154B2...
Diana Sanchez, CMC
CITY CLERK

FOR THE FORT BRAGG POLICE
ASSOCIATION, INC.:

DATE: 8/27/2024

Signed by:
Jarod Frank
3002B9B50C1D43B...
Jarod Frank PRESIDENT

DATE: 8/27/2024

Signed by:
Padraic Ferris
9DBCC76AD1A0406...
Padraic Ferris VICE PRESIDENT

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024
FBPA Ord 672 for 2024

				Step 1	Step 2	Step 3	Step 4	Step 5
Community Services Officer (FBPA)								
Hourly				23.63	24.81	26.05	27.35	28.72
Bi-Weekly				1,890.30	1,984.80	2,084.00	2,188.00	2,297.60
Monthly				4,095.66	4,300.40	4,515.33	4,740.67	4,978.13
Annual				49,147.90	51,604.80	54,184.00	56,888.00	59,737.60
Police Sergeant Intermediate POST (FBPA)								
Hourly				44.65	46.88	49.22	51.68	54.26
Bi-Weekly				3,571.78	3,750.40	3,937.60	4,134.40	4,340.80
Monthly				7,738.85	8,125.87	8,531.47	8,957.87	9,405.07
Annual				92,866.18	97,510.40	102,377.60	107,494.40	112,860.80
Police Sergeant Intermediate POST - Acting (FBPA, Temporary)								
Hourly				44.65	46.88	49.22	51.68	54.26
Bi-Weekly				3,571.78	3,750.40	3,937.60	4,134.40	4,340.80
Monthly				7,738.85	8,125.87	8,531.47	8,957.87	9,405.07
Annual				92,866.18	97,510.40	102,377.60	107,494.40	112,860.80
Police Sergeant Advance POST (FBPA)								
Hourly				47.21	49.57	52.05	54.65	57.38
Bi-Weekly				3,776.45	3,965.60	4,164.00	4,372.00	4,590.40
Monthly				8,182.30	8,592.13	9,022.00	9,472.67	9,945.87
Annual				98,187.65	103,105.60	108,264.00	113,672.00	119,350.40
Police Officer Basic POST (FBPA)								
Hourly				34.76	36.49	38.31	40.23	42.24
Bi-Weekly				2,780.54	2,919.20	3,064.80	3,218.40	3,379.20
Monthly				6,024.51	6,324.93	6,640.40	6,973.20	7,321.60
Annual				72,294.14	75,899.20	79,684.80	83,678.40	87,859.20
Police Officer Intermediate POST (FBPA)								
Hourly				36.49	38.32	40.24	42.25	44.36
Bi-Weekly				2,919.49	3,065.60	3,219.20	3,380.00	3,548.80
Monthly				6,325.56	6,642.13	6,974.93	7,323.33	7,689.07
Annual				75,906.69	79,705.60	83,699.20	87,880.00	92,268.80
Police Officer Advance POST (FBPA)								
Hourly				38.28	40.20	42.21	44.32	46.54
Bi-Weekly				3,062.59	3,216.00	3,376.80	3,545.60	3,723.20
Monthly				6,635.62	6,968.00	7,316.40	7,682.13	8,066.93
Annual				79,627.39	83,616.00	87,796.80	92,185.60	96,803.20
Police Recruit (FBPA)								
Hourly				29.87				

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024
FBPA Ord 672 for 2024

				Step 1	Step 2	Step 3	Step 4	Step 5
Special Investigator Basic POST (FBPA)								
Hourly				36.49	38.32	40.24	42.25	44.36
Bi-Weekly				2,919.49	3,065.60	3,219.20	3,380.00	3,548.80
Monthly				6,325.56	6,642.13	6,974.93	7,323.33	7,689.07
Annual				75,906.69	79,705.60	83,699.20	87,880.00	92,268.80

CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective July 1, 2024
FBPA Ord 672 for 2024

				Step 1	Step 2	Step 3	Step 4	Step 5
Special Investigator Intermediate POST (FBPA)								
Hourly				38.31	40.23	42.24	44.35	46.57
Bi-Weekly				3,065.09	3,218.40	3,379.20	3,548.00	3,725.60
Monthly				6,641.02	6,973.20	7,321.60	7,687.33	8,072.13
Annual				79,692.29	83,678.40	87,859.20	92,248.00	96,865.60
Special Investigator Advanced POST (FBPA)								
Hourly				40.21	42.22	44.33	46.55	48.88
Bi-Weekly				3,216.51	3,377.60	3,546.40	3,724.00	3,910.40
Monthly				6,969.11	7,318.13	7,683.87	8,068.67	8,472.53
Annual				83,629.31	87,817.60	92,206.40	96,824.00	101,670.40

APPENDIX B—INITIATIVE MEASURE D, ORDINANCE 672

Section 1: Purpose.

The public health, safety, and welfare of the residents of said City of Fort Bragg demand competent, qualified, trained, and experienced police officers and employees of its Police Department. This goal can only be reached and maintained in the future by maintaining compensation, salaries, and benefits competitive with other law enforcement agencies within the County of Mendocino of the State of California.

Section 2: Salary.

Beginning the first day of the month following the effective date of this ordinance, and the first day of January of each succeeding January thereafter, the City Council of said City of Fort Bragg shall determine the then existing monthly salaries of each classification of like or comparable grades or ranks (including experience, education, and training) of the Police Department of the City of Willits and the City of Ukiah of said County of Mendocino, State of California, and of the Sheriff's Department of said County of Mendocino, State of California. The average of the salaries for each of the comparable grades or ranks (including experience, education, and training) of the members of the Police Department of the said City of Willits, the Police Department of the said City of Ukiah, and the Sheriff's Department of the said County of Mendocino shall be the minimum salaries payable by the said City of Fort Bragg to the members and employees of its Police Department of the same or comparable grades or ranks (including experience, education and training) as so adjusted on the first day of the month following the effective date of this ordinance, and the first day of January of each succeeding January thereafter.

Section 3: Benefits and Additional Compensation.

Except as provided in immediately preceding Section 2 hereof, all other benefits and additional compensation provided or payable by said, City of Fort Bragg to or for the members and employees of its Police Department shall be no less than those set forth in Resolution No. 1296-85 ("A Resolution Of The City Council Of The City Of Fort Bragg Adopting The Compensation Plan For Fort Bragg Police Employees") as passed and adopted at a regular meeting of the City Council of the City of Fort Bragg January 14, 1985.

APPENDIX C—LOST, STOLEN OR DAMAGED PERSONAL PROPERTY

I. PURPOSE

The purpose of this Appendix is to further define the policy and procedure for the reimbursement of costs for lost, stolen or damaged personal property (i.e.: watches, glasses, rings, etc.) as set forth in Section 700.3 of the Fort Bragg Police Department Policy Manual, as revised.

The personal property which will be reimbursed will include:

Cap	Chemical Agent
Cap piece	Hand Gun
Pants	Baton
Necktie	Flashlight
Jacket(s)	Whistle
Belts	Watch
Smooth toe shoes	Glasses (sun or prescription)
Boots	Duty Rifle
Rings	Duty Bag
Rain Gear	
Departmental Badge	
Duty Belt	
Ammunition Cases	
Handcuff Cases	
Handcuffs	
Holster	
Baton Ring	
Shirt	

II. OBJECTIVE

It will be the policy of the City to reimburse at actual cost, any articles of personal property that are lost, stolen or damaged when it occurs in the line of duty.

III. ORGANIZATIONS AFFECTED

Police Department

IV. PROCEDURES

1. For reimbursement of lost, stolen or damaged personal property, a form shall be completed stating the day, time and circumstances that the incident occurred.
2. Attached to the form shall be a receipt (for the replacement item or the original purchase receipt) supporting the request for reimbursement.
3. The form shall be signed by the person filing for reimbursement, the supervisor on duty at the time the incident occurred and the City Manager.