



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, August 11, 2025

6:00 PM

Town Hall, 363 N. Main Street
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: Aug 11, 2025 06:00 PM Pacific Time (US and Canada)

Topic: City Council Meeting

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/85878623264>

*Or Telephone: Dial +1 669 444 9171 US (*6 mute/unmute; *9 raise hand)*

Webinar ID: 858 7862 3264

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

CLOSED SESSION REPORT

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A. [25-315](#) Presentation of Mayor's Letter for Retirement of Merle Larson and Commending 21 Years of Service with the City of Fort Bragg

Attachments: [Merle Larson Retirement Letter](#)

- 1B. [25-325](#) Presentation of California State University Long Beach Master of Science in Geographic Information Science (GIS) Students Thesis Project: "Fort Bragg Unlocked" Addressing Project and GIS Web Application

Attachments: [CSULB Presentation](#)

- 1C. [25-300](#) Presentation of Mendocino Coast Clinics

Attachments: [Presentation - Mendocino Coast Clinics](#)

- 1D. [25-301](#) Proclamation - Women's Equality Day

Attachments: [18-Women's Equality Day](#)

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 St, Fort Bragg, during normal business hours. All comments after 2 PM on the day of the meeting will become a permanent part of the agenda packet on the day after the meeting or as soon thereafter as possible, except comments that are in an unrecognized file type or too large to be uploaded to the City's agenda software. Public comments may be submitted to cityclerk@fortbraggca.gov.

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

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

- 5A. [25-302](#)** Resolution of the Fort Bragg City Council Approving Side Letter for the Fort Bragg Employee Organization/Service Employees International Union Local 1021 (FBEO/SEIU) Revising Article 16 - Longevity Pay of the 2025-2029 Memorandum of Understanding of the Fort Bragg Employee Organization/Service Employees International Union Local 1021
- Attachments:** [RESO FBEO 2025-2029 MOU Approval](#)
[Att 1 - Exhibit B Fort Bragg Side Letter-Longevity](#)
- 5B. [25-331](#)** Resolution of the City Council of the City of Fort Bragg Approving Budget Amendment 2025/26-04 to Provide One-Time \$40,000 Allocation to the Humane Society to Maintain Animal Care and Shelter Services for the City of Fort Bragg
- Attachments:** [RESO Humane Society Allocation](#)
[Att - 1 Budget Amendment 2025/26-04](#)
- 5C. [25-303](#)** Adopt, by Title Only, and Waive Further Reading of Ordinance 1016-2025 Amending Division 17 of the Fort Bragg Municipal Code (CLUDC 5-25) To Amend Chapter 17.71.050 - Design Review to Make Design Review for Multifamily Projects a Ministerial Process Subject to Objective Requirements per the Housing Accountability Act
- Attachments:** [ORD 1016-2025 CLUDC 5-25 Ministerial](#)
- 5D. [25-304](#)** Adopt, by Title Only, and Waive Further Reading of Ordinance 1017-2025 Amending Division 18 of the Fort Bragg Municipal Code (ILUDC 5-25) To Amend Chapter 18.71.050 - Design Review to Make Design Review for Multifamily Projects a Ministerial Process Subject to Objective Requirements per the Housing Accountability Act
- Attachments:** [ORD 1017-2025 ILUDC 5-25 Ministerial](#)
- 5E. [25-323](#)** Adopt City Council Resolution Approving Budget Amendment BA 2025/26-3 and Contract Amendment for Five Additional Licenses with Accela Civic Applications for a Building, Planning and Engineering Permits (Amount Not to Exceed \$109,208)
- Attachments:** [RESO Amendment to Accela Licenses](#)
[Att 1 - Exhibit A Budget Amendment 2025/26-3](#)
[Att 2 - Exhibit B Accela Contract Amendment 1](#)

- 5F. [25-318](#) Adopt City Council Resolution Approving Professional Services Agreement with Creative Thinking, Inc., DBA The Idea Cooperative for Strategic and Creative Marketing Services for Visit Fort Bragg and Authorizing the City Manager to Execute Contract Amount Not to Exceed \$175,000.00; Account No. 110-4321-0319)

Attachments: [RESO Idea Cooperative](#)
[Att 1- Idea Cooperative Contract](#)
[Public Comment](#)

- 5G. [25-310](#) Receive and File Minutes of the February 14, 2025 Finance & Administration Committee Meeting

Attachments: [FAC2025-02-14](#)

- 5H. [25-313](#) Receive and File Minutes of the March 3, 2025 Community Development Committee Meeting

Attachments: [CDC2025-03-03](#)

- 5I. [25-324](#) Approve Minutes of March 24, 2025

Attachments: [CCM2025-03-24](#)

- 5J. [25-326](#) Approve Minutes of April 14, 2025

Attachments: [CCM202504.14](#)

- 5K. [25-327](#) Approve Minutes of Special Meeting of June 26, 2025

Attachments: [SCCM2025-06-26](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

8. CONDUCT OF BUSINESS

- 8A. [25-330](#) Building Connection and Community: Hosting Fort Bragg's First Longest Table Event on October 5, 2025

Attachments: [Staff Report - Longest Table](#)
[Att - 1 Presentation Join-Ups-for-The-Longest-Table-Fort-Bragg](#)

9. CLOSED SESSION

- 9A. [25-338](#) CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9 (One case)

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, AUGUST 25, 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 August 6, 2025.

Diana Paoli
City Clerk

NOTICE TO THE PUBLIC:

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

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

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

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

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

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



City of Fort Bragg

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Text File

File Number: 25-315

Agenda Date: 8/11/2025

Version: 1

Status: Business

In Control: City Council

File Type:
Recognition/Announcements

Agenda Number: 1A.

Presentation of Mayor's Letter for Retirement of Merle Larson and Commending 21 Years of Service with the City of Fort Bragg



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin Street
Fort Bragg, CA 95437

July 3, 2025

Merle Larson
Operator Two, Public Works Department
City of Fort Bragg

Dear Merle,

On behalf of the City of Fort Bragg, I am writing to thank you for 21 years of exceptional service to our town. Since 2004, you have worked your way up, starting as an Operator in Training, eventually garnering Level Two Certifications from the State Water Resources Control Board for Drinking Water Treatment, Wastewater Treatment, and Water Distribution. And you have provided the Public Works Department with a unique skill set as an electrician.

Your contributions to Fort Bragg extend beyond your time in Public Works, to the years you spent as a millwright and electrician, for GP, and then for both Fort Bragg Electric and Russ Merritt Electric. You have been helping our town keep its lights on and motors running, and you have also contributed to the all-important work of providing clean drinking water - through droughts, changes in science and technology, and updates in California code.

Over the 21 years you have dedicated to the City of Fort Bragg, you have provided an extraordinary electrical expertise that has translated to safer and more efficient systems throughout our infrastructure. Having met you recently out at the Corp Yard, I can attest to the friendly, affable demeanor you bring to the workplace. I know your colleagues have not only benefited from your skills and diligence; they have undoubtedly been grateful for your calm, engaging manner.

Merle, thanks again for everything you have done for our community. I am excited for your next chapter, and I am so curious to see what all kinds of trouble you get into!

Best Regards,

Jason Godeke, Mayor, City of Fort Bragg



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Text File

File Number: 25-325

Agenda Date: 8/11/2025

Version: 1

Status: Consent Agenda

In Control: City Council

File Type:
Recognition/Announcements

Agenda Number: 1B.

Presentation of California State University Long Beach Master of Science in Geographic Information Science (GIS) Students Thesis Project: "Fort Bragg Unlocked" Addressing Project and GIS Web Application



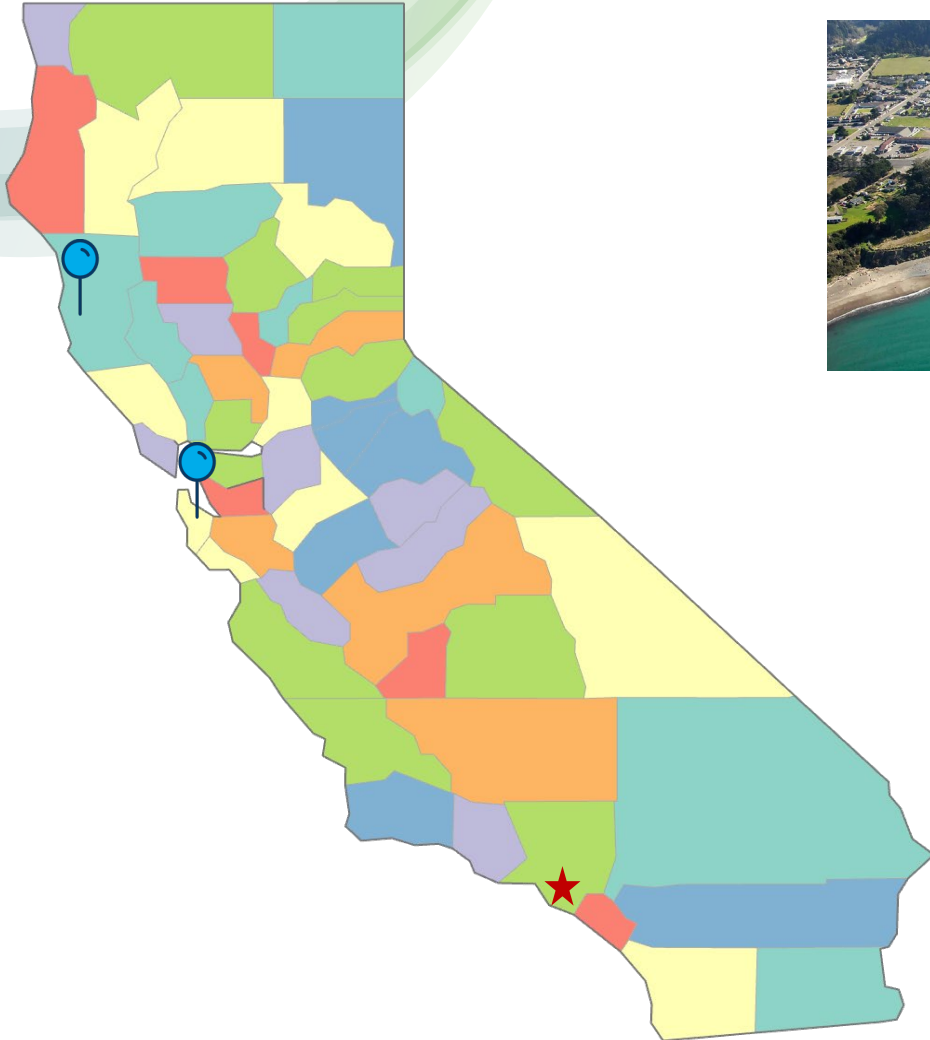
Fort Bragg Unlocked: Addressing the Path Ahead

By: Angelica Cruz & Jully Voong

CSULB MSGISci - Cohort 12



Where is Cal State Long Beach?



Fort Bragg, CA



San Francisco



Cal State Long Beach
~ 570 miles south of Fort Bragg



Los Angeles County

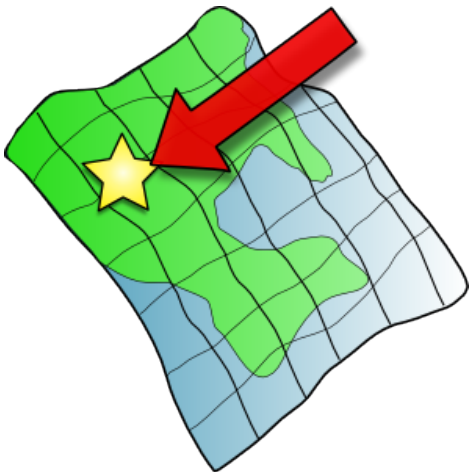
What is GIS?

GIS Explained

GIS, or ***Geographic Information Systems***, is a computer-based system that analyzes and displays geographically referenced information.

Geographic

Concerning locations on the Earth



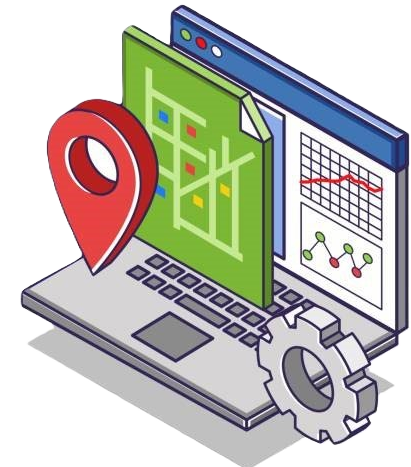
Information

Descriptive data about these locations



Systems

Computer-based way to manage and analyze this data



Project Context

Current Address Management System



- Only 1 individual is responsible for maintaining the system

- Fort Bragg relies on paper parcel maps and parcel data provided by the County Assessor

- Address changes or new additions are marked on paper parcel maps

Project Goals and Outcomes



- Locate, map, and analyze all addresses within Fort Bragg's city boundary
- Comprehensive, accurate, and up-to-date geospatial database of addresses
- Fully digitize the current system for improved maintenance and upkeep
- Starting point
- Will support urban planning, public services, and community engagement



Other Deliverables



- Web application for residents to look up their Assessor's Parcel Number (APN)

- Standard Operating Procedure (SOP)

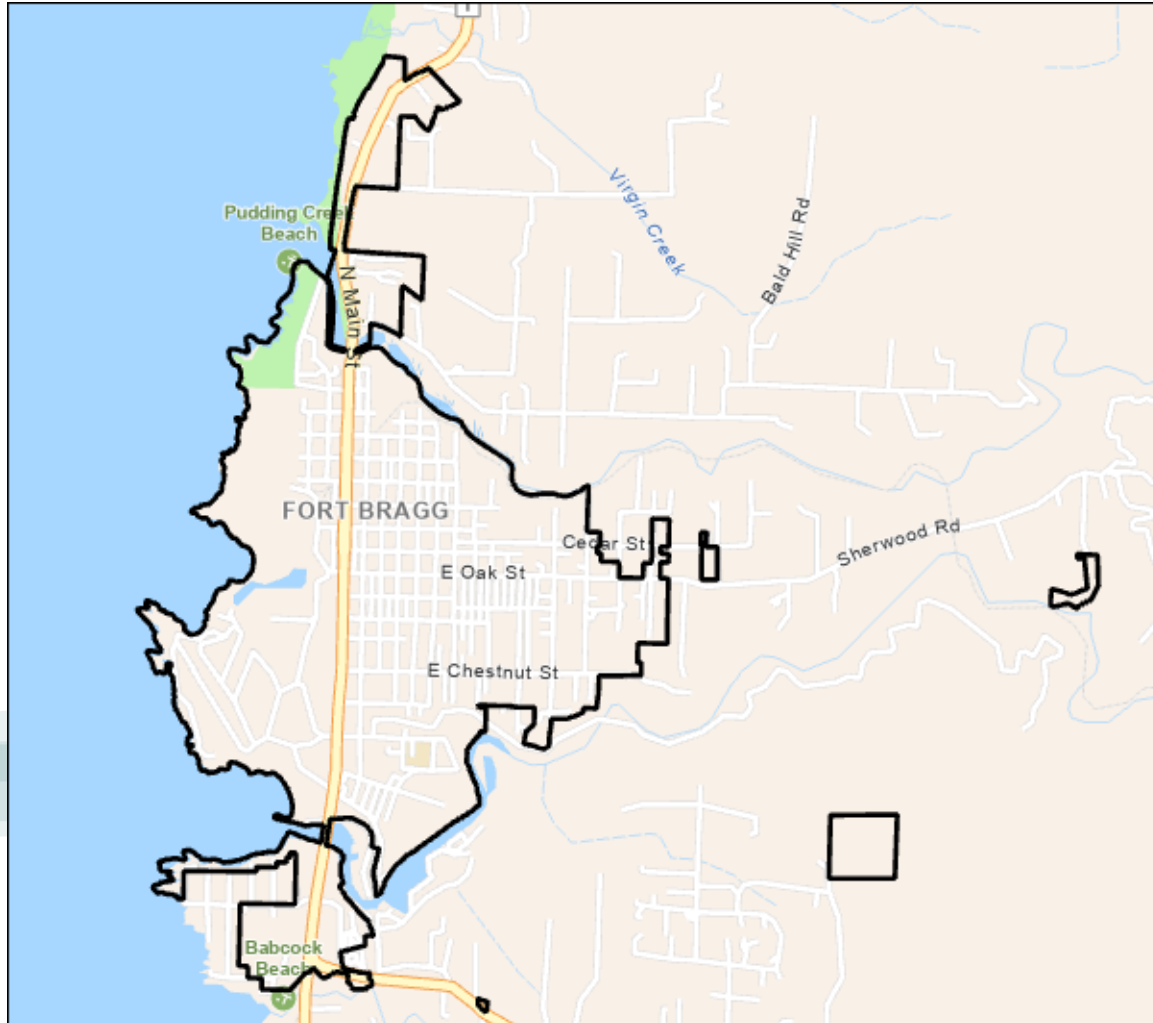
- Metadata Documentation

- Detailed Methodology

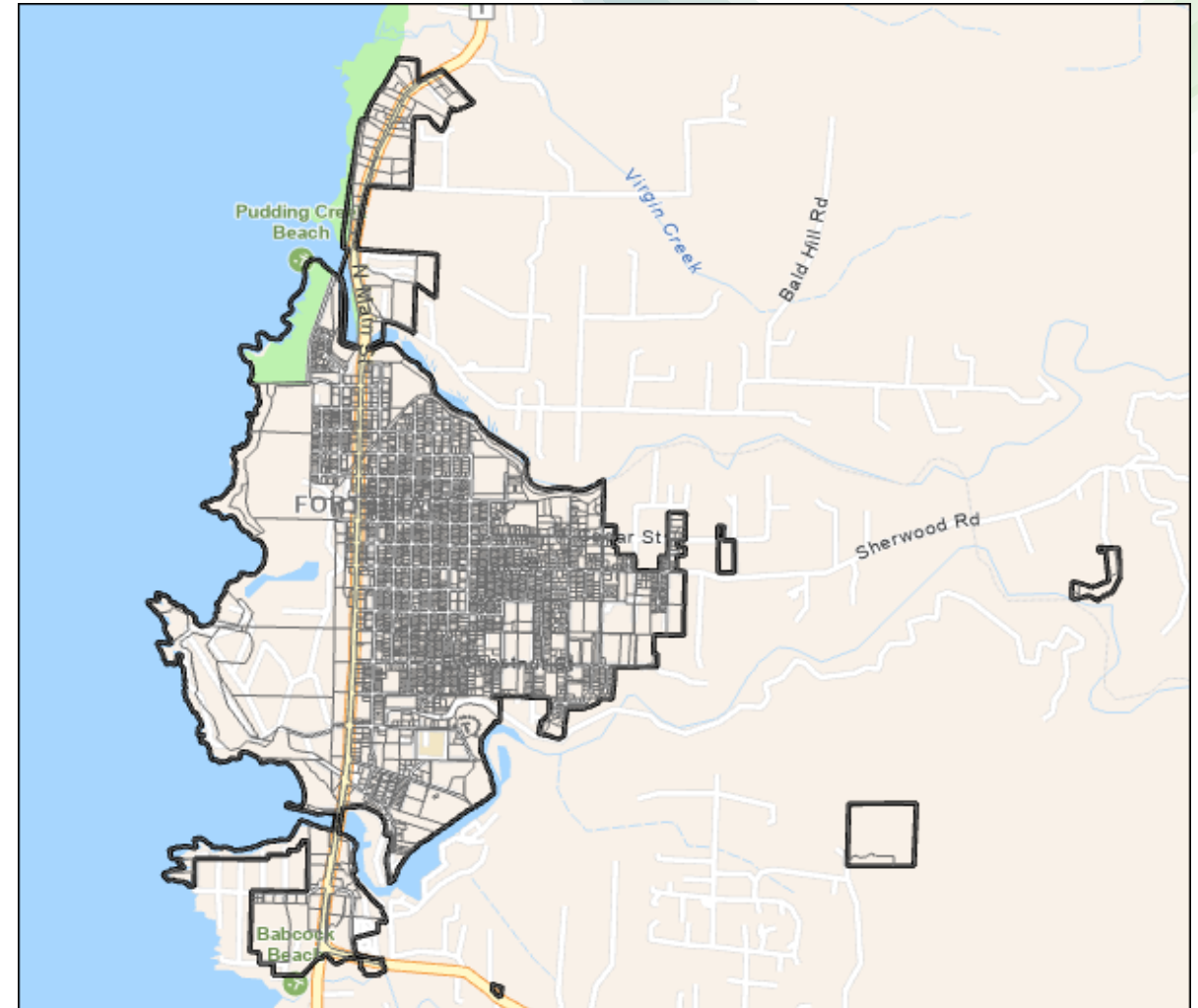
Data

Content	Data Source
Fort Bragg City Boundary	City of Fort Bragg
Mendocino County Address Point Data	Mendocino County GIS Division
Mendocino County Road Centerline Data	Mendocino County GIS Division
Mendocino County Parcel Data	Mendocino County GIS Division
California Building Footprint Data	Microsoft Maps – US Building Footprint GitHub Repository
31 PDF Files of Scanned Parcel Maps	City of Fort Bragg
Letter of Address Assignment	City of Fort Bragg

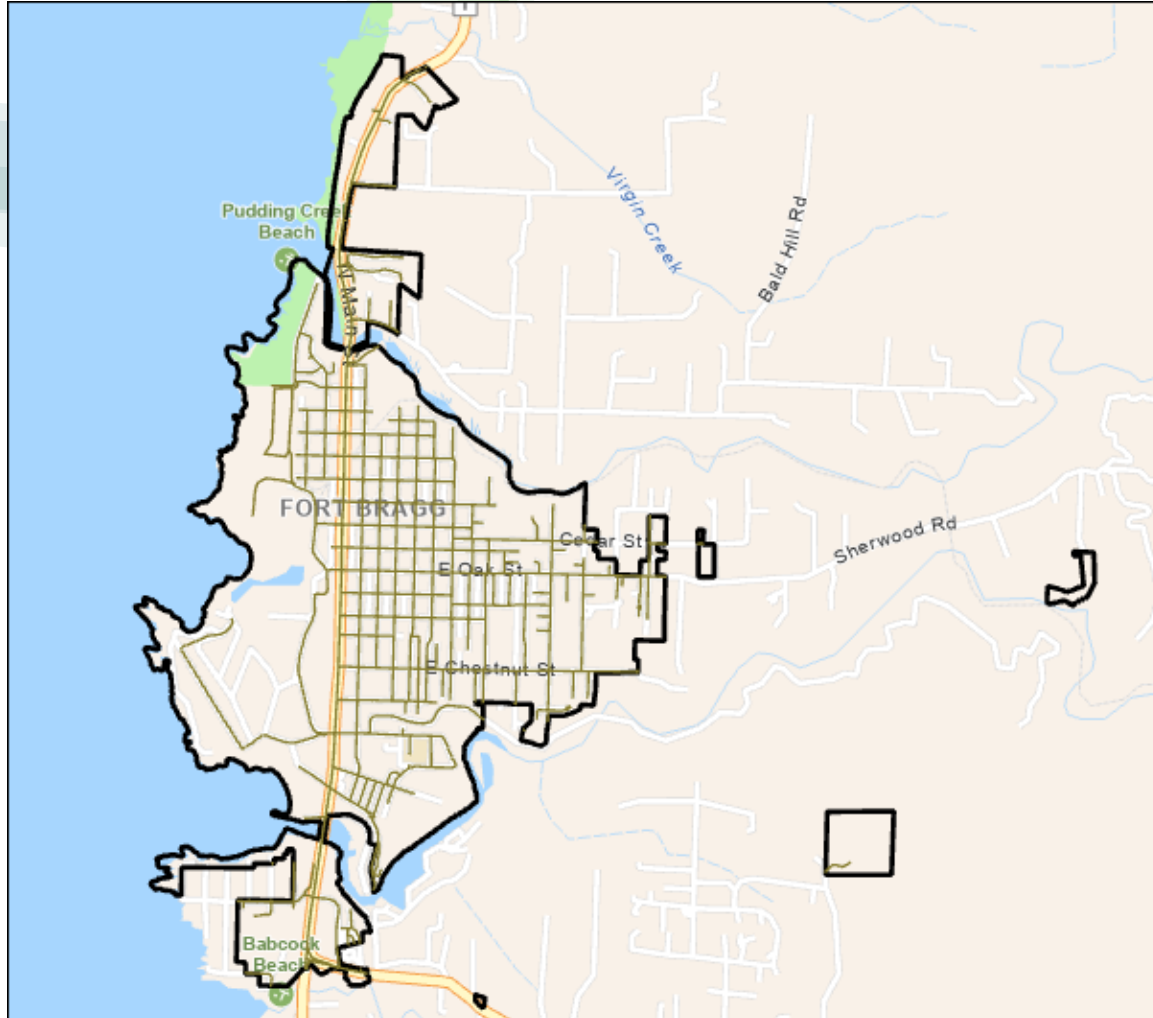
Fort Bragg City Boundary



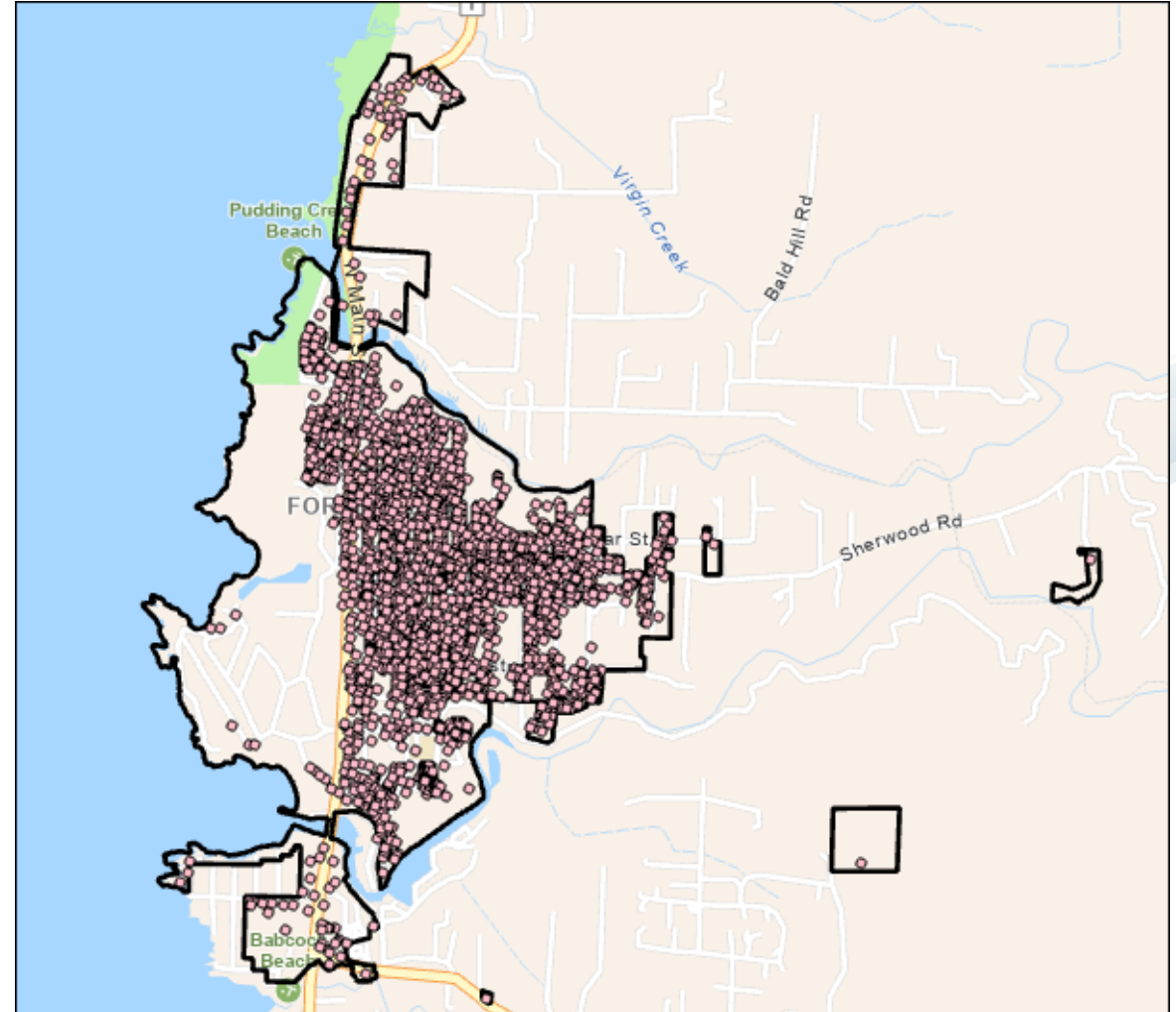
Parcel Data



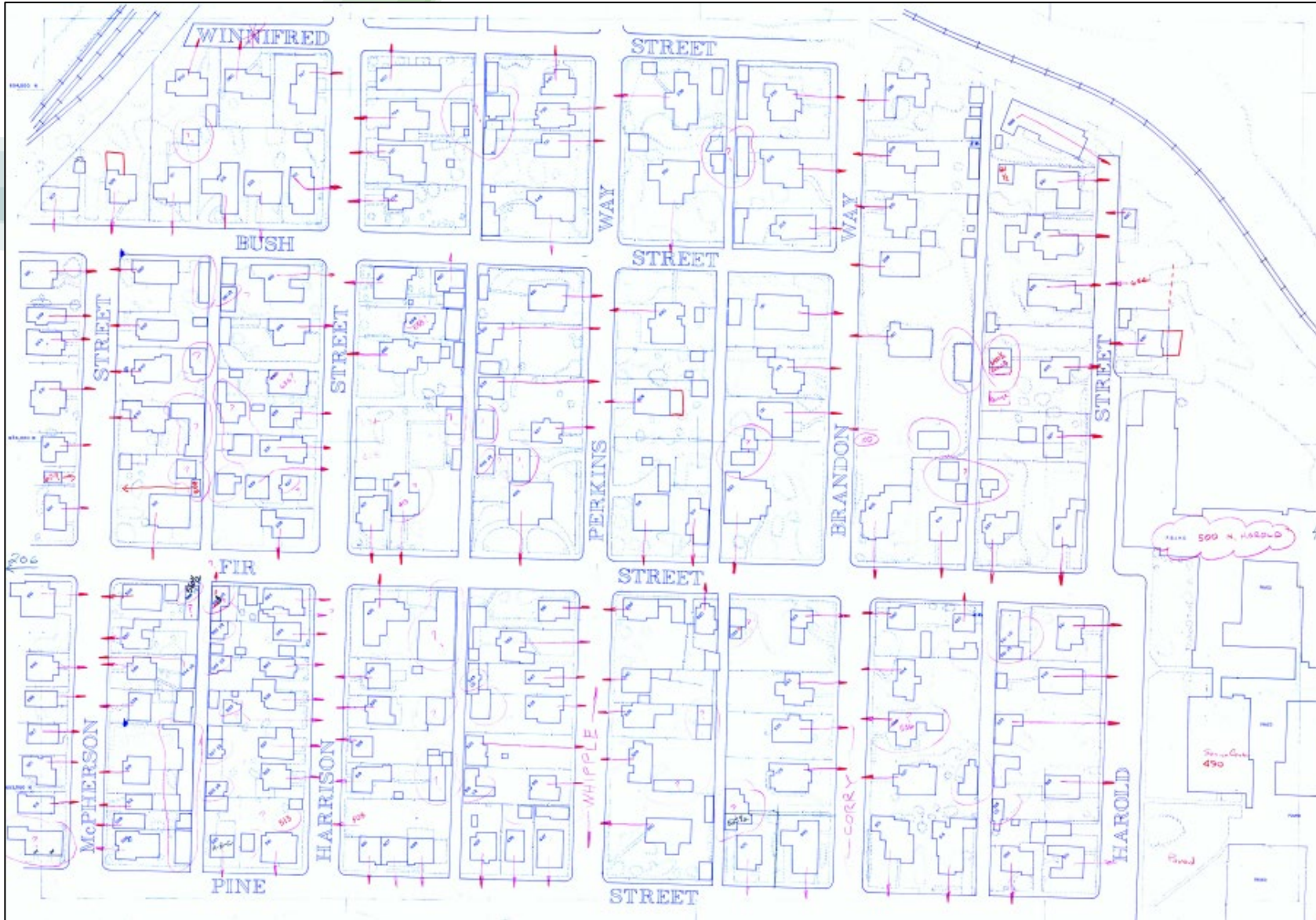
Road Centerlines



Address Points

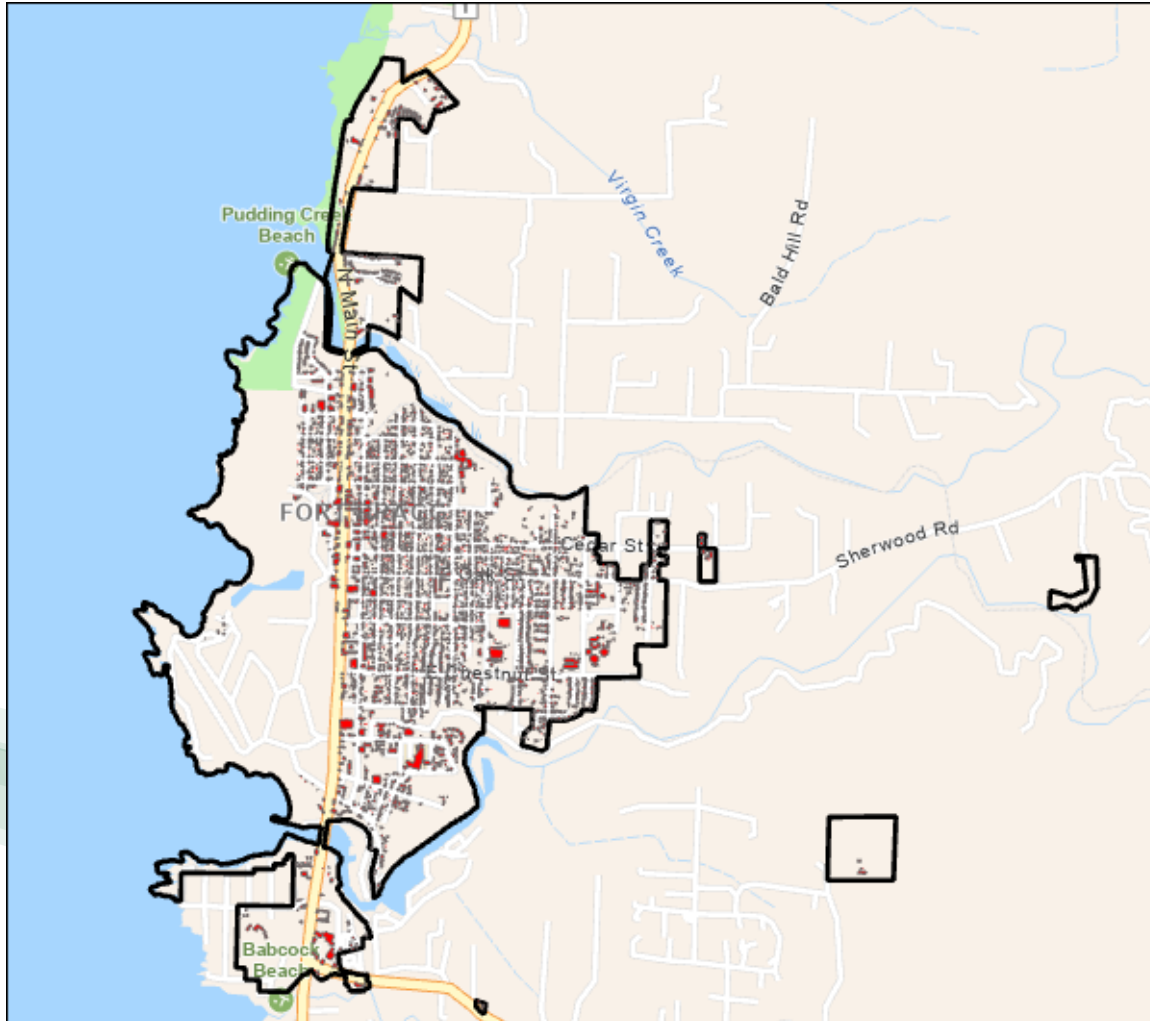


Scanned Parcel PDF Maps



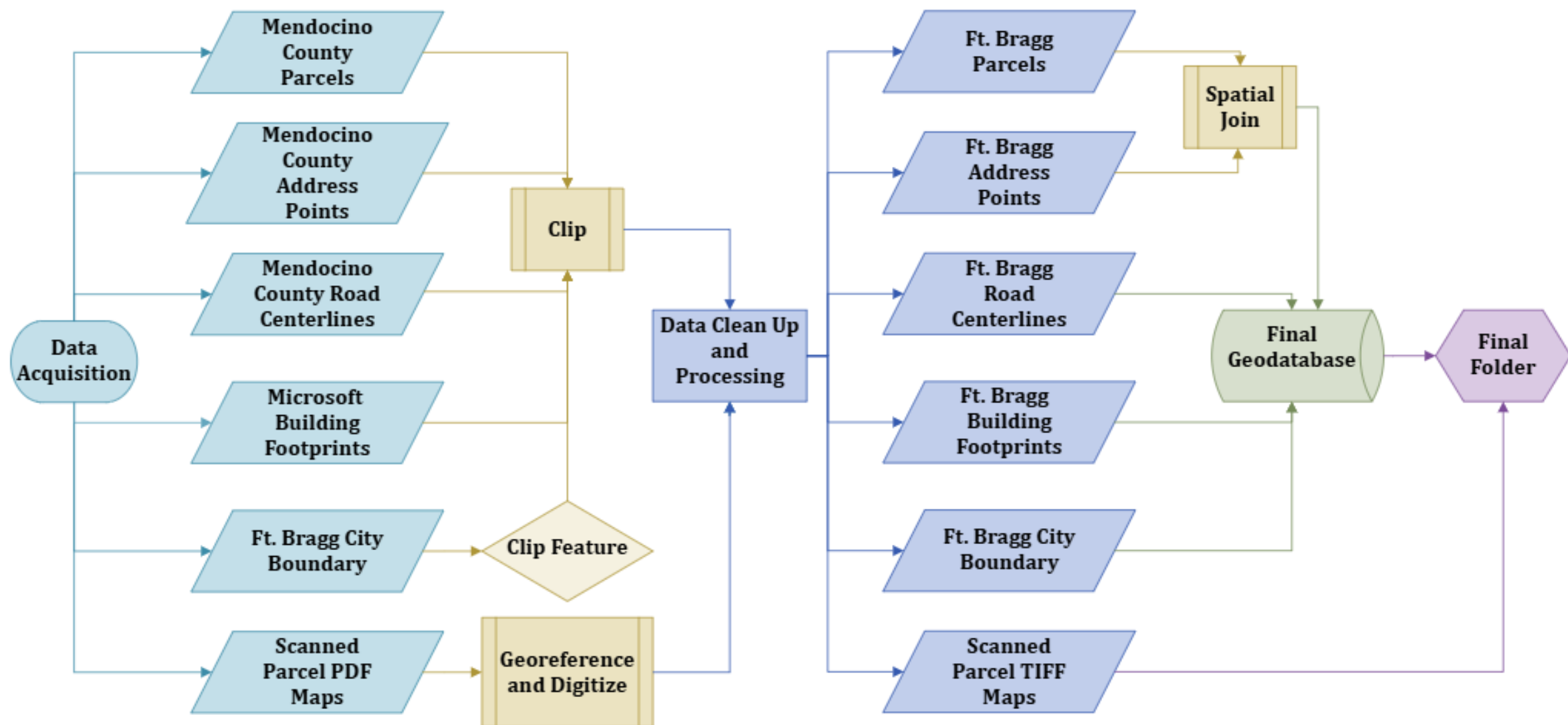
- The 31 parcel maps were scanned in April 2023.

Building Footprint

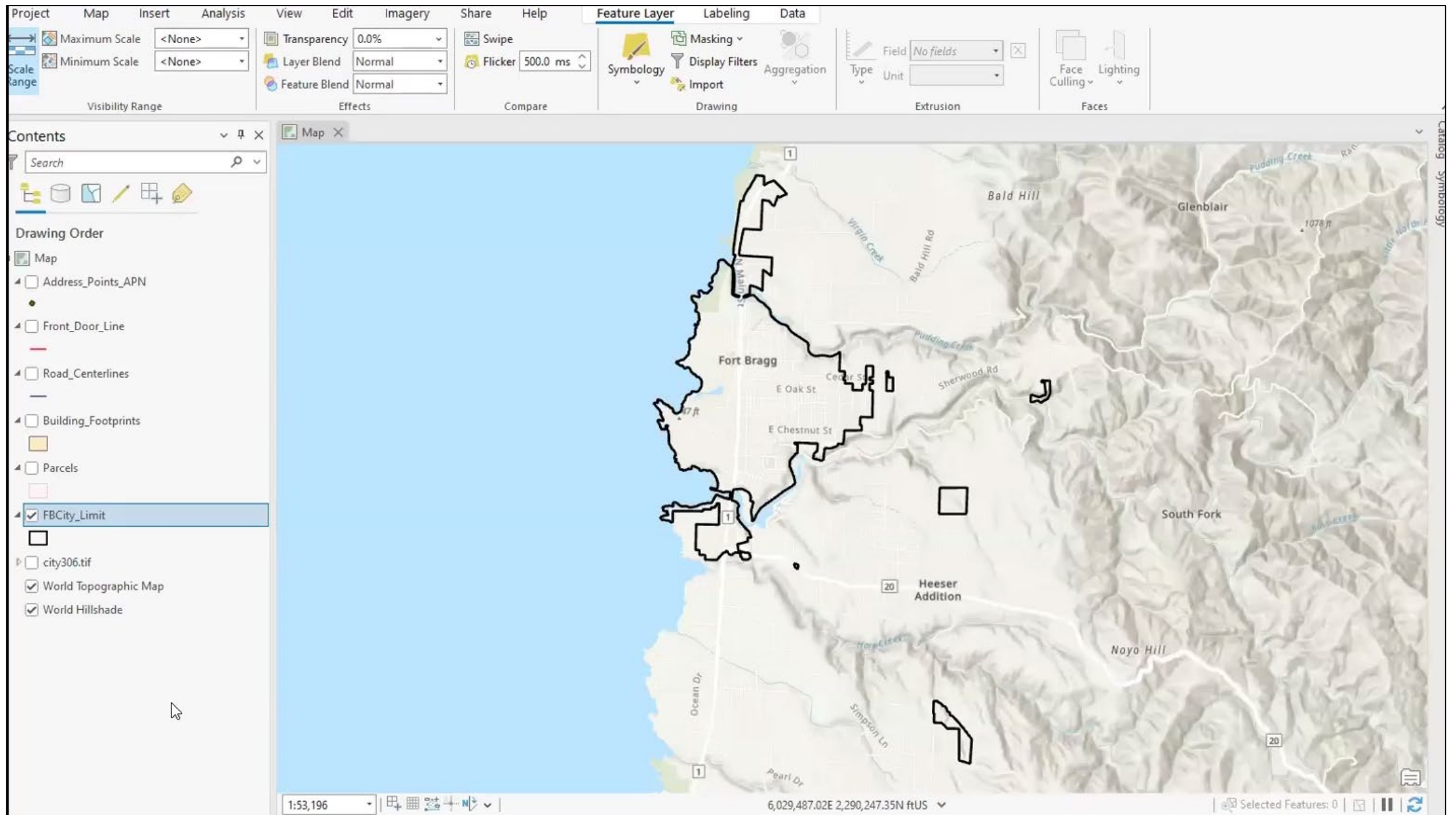


- Obtained from Microsoft Maps via the US Building Footprint GitHub repository
- The building footprints are from 2019-2020
- Not a complete dataset

Methodology



Overview of Address Geodatabase



Web Application Demo



City of Fort Bragg – Interactive Address & Parcel Viewer



Welcome to the Interactive Address and Parcel Viewer!

This web app allows you to search for property information by entering a specific address. Once the address is entered in the search bar, a popup will display the corresponding Assessor's Parcel Number (APN), which uniquely identifies the parcel within the city's property records. Designed to be quick and user-friendly, this app provides the general public with easy access to basic parcel data. Please note that this is a **beta** version.

+

-

🏠

📍

1,000 m

2,000 ft

California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Manage... Powered by Esri

Hesser

Search by house number and street name

Find address or place

< 1 of 3219 >

McPherson

Full_Address	440 S McPherson St, Fort Bragg, CA 95437
APN	01805118
APNFULL	0180511800

Address Points

Alleys

Road Centerlines

City Limit

Click to adjust the map zoom level

📍 Full Extent

📍 Zoomed Extent

Results & Key Deliverables

1. Address Geodatabase on ArcGIS Pro: Established a foundation for the Fort Bragg's transition to a digital address data management system

2. Updated Archival Map System: Digitized and georeferenced scanned parcel maps

3. User-Friendly Web-Based Application: Interactive dashboard for linking addresses to APNs, accessible to both the public and internal users

4. Standard Operating Procedure (SOP): Guide for data updates and staff training to assist users in maintaining and updating the system

5. Methodology Documentation: Detailed process documentation for referral and noting all steps taken to create the geodatabase

Conclusion

Reliance on GIS applications promotes the City of Fort Bragg's efforts to:

- Adhere to emergency preparedness standards & state housing requirements
 - Incorporate the use of new technologies
 - Increase efficiency & communications
 - Improve the overall quality of life

Given Fort Bragg's reliance on tourism, GIS helps in mapping attractions, accommodations, and transportation hubs, improving both visitor navigation experience and local business visibility.

GIS can be used for historic preservation, mitigating public health crisis, natural disaster preparedness, and severe weather response.

When used for infrastructure and urban planning, GIS supports utility management, zoning analysis, and infrastructure planning, helping city officials optimize resource allocation and service delivery.

Acknowledgements

Thank you to all our peers in Cohort 12 and to the faculty who supported us throughout this project – especially Hannah, Prof. Dan Richards, Dr. Steven Steinberg, Dr. Suzanne Perlitsh, and our client Chantell O’ Neal – for their guidance and insight!

Sources

- City of Fort Bragg, CA Image - YouTube - [Article Page](#)
- Introduction Information - City of Fort Bragg - [City Manager's Office](#)
- Glass Beach Image - Photo Credit: [Karim Haddad](#)
- Skunk Train Image - Photo Credit: [Skunk Train Website](#)
- Noyo Harbor Image - Photo Credit: Visit Fort Bragg Website - [Noyo Harbor Tours](#)
- Jug Handle State Natural Reserve Image - Photo Credit: Google Maps Image, Photographer: [Brendan Kiely](#)
- Cal State Long Beach Image - Photo Credit: CSU Website - [California State University Long Beach](#)
- Los Angeles County Image - Photo Credit: Wikipedia, Photographer: [Adoramassey](#)
- San Francisco Image - Photo Credit: MSC Cruises Website - [San Francisco Cruise](#)
- Mendocino County Image - Photo Credit: Mendocino County California Travel Guide [Article](#), Getty Images - alantobey
- City of Fort Bragg Image - Photo Credit: Nicholson House Blog Website - [Mendocino Travel Blog \(Fort Bragg & North\)](#)

Questions?





City of Fort Bragg

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Text File

File Number: 25-300

Agenda Date: 8/11/2025

Version: 1

Status: Business

In Control: City Council

File Type:
Recognition/Announcements

Agenda Number: 1C.

Presentation of Mendocino Coast Clinics

2025 Federal and State Changes

Healthcare Program Changes



Terminology

- **Expansion States** - States that expanded their Medicaid programs and offered new products in a health care exchange either in the state or using the federal exchange, implementing the Affordable Care Act.
 - California did this - expansion of Covered California, our healthcare exchange, offering premium stipend assistance for California residents in qualifying income categories

Terminology

- **Expanded Populations -**

- Able bodied adults without dependents. This population was not eligible for Medicaid and was the medical responsibility of the County of residence.
- Mendocino County combined forces with 33 other small counties in California to meet this need by means of the County Medical Services Program (CMSP)
- California used the ACA expansion to offer the population with Medi-Cal eligibility to “able bodied adults with no dependents”. This was a new eligible population category as of the ACA. This changed coverage for the “medically indigent adult population”



Federal Public Benefit (FPB)

- **July 10, 2025** – Trump Administration announces new interpretation of the term "federal public benefit" (FPB) under Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), replacing the 1998 interpretation.
- **July 14, 2025** – New interpretation published on Registrar and effective immediately with program specific guidance to come.
- Health Centers are newly listed as FPB
- Additional programs also listed as FPB



Medicaid (Medi-Cal) Qualifications Revised

- **As a condition of Medicaid eligibility:** Able-bodied adults between the ages 19-64 without dependents will have to demonstrate upon application and redetermination:
 - a monthly income of at least the fed. minimum wage; OR at least 80 hours per month of work, community service, or qualifying participation in an educational program for:
 - 1-3 consecutive months preceding the month of application to Medicaid;
 - 1 or more months (whether or not consecutive) during the period between redeterminations as verified by the state as part of the regularly scheduled redetermination of eligibility;
 - an average monthly income over the preceding 6 months that is at least the fed. minimum wage AND is a seasonal worker.
- **Exemptions** (*Some are up to the state to institute*)



Income and Timeline

- Adults with no dependents who earn \$1,305- \$1,800 per month must be working, enrolled in school or volunteering a minimum of 80 hours per month to retain their Medi-Cal coverage (current poverty levels)
- June 1, 2026 - The HHS secretary must put forward an interim final rule
- January 1, 2027 - State Medicaid programs are required to implement this policy
- December 31, 2028 - HHS waiver for good faith exemption from these requirements ends



Other Changes Affecting Eligibility

- **Eligibility Verification**
- December 31, 2025 - The HHS secretary must issue implementation guidance
- January 1, 2027 - State Medicaid programs are required to implement
- States are required to make redeterminations **every 6 months** for Medicaid Expansion Adults: able bodied adults without dependents.
- **Retroactive Coverage**
- January 1, 2027
- Limits retroactive coverage to one month prior to application for coverage for expansion enrollees and two months prior to application for coverage for traditional enrollees.



Premiums for Medi-Cal and Service Co-Pays

- **Modifying Cost Sharing Requirements for Certain Expansion Individuals Under the Medicaid Program**
- Effective October 1, 2028, would add mandatory deductions, cost-sharing for certain Medicaid Expansion enrollees (with incomes over 100% of the federal poverty line). Cost-sharing must be “greater than \$0,” but cannot exceed \$35, for any particular health care item or service rendered.
 - Sets a total aggregate limit on cost sharing of 5% of family income (as applied on a quarterly or monthly basis)
- Medicaid-participating providers would be allowed to refuse care to enrollees who do not pay the required cost-sharing amount at the time of service (although, providers are permitted to waive the cost-sharing requirements on a case-by-case basis).
- Services exempted from cost sharing: emergency, family planning, pregnancy and preventive care AND any primary care services, mental health care services, substance use disorder services, or services provided by a Federally Qualified Health Center (FQHC), Rural Health Center (RHC), or certified community behavioral health clinic.



Eligibility Limits by Residency Status

- **Medicaid**

- Changes to the definition of “qualified immigrant” to include only:
 - lawful permanent residents,
 - certain Cuban and Haitian immigrants, and
 - individuals residing in the United States through a Compact of Free Association (COFA migrants)
- *Current list of Medicaid eligible status classes are in notes*

- **Medicare**

- Restricts Immigrant Medicare eligibility to:
 - lawful permanent residents,
 - certain Cuban and Haitian immigrants, and
 - individuals residing in the United States through a Compact of Free Association (COFA migrants).
- Mandates the Social Security Commissioner must identify and notify Medicare enrollees who are no longer eligible within one year of enactment and terminate enrollment within 18 months of enactment.



Rural Health Transformation Program

- **The Good News**
- Application Due: December 31, 2025
- Allotments: FY26-FY30
 - Creates a new Rural Health Transformation grants program administered by CMS and appropriating \$50B over FY2026-FY2030 (\$10B/FY) with funding flowing through states and a requirement to submit a “rural health transformation plan” to HHS
 - Distributes 50% of funds equally among all approved states, 40% based on a methodology determined by the Administrator for applicants meeting specified need-based criteria. The remaining 10% is allocated to CMS to cover administrative expenses.
 - Applications for funding must be submitted to the Administrator by December 31, 2025.
 - Eligible providers include rural hospitals, rural health clinics, FQHCs, community mental health centers, and opioid treatment programs.



Additional Changes

- **Tax Credits for Health Insurance Premiums Paid**
 - Rules change based on immigration status
- **Federal Medical Assistance Percentage (FMAP)**
 - Amount federal government will match costs to the Medicaid programs for states who cover healthcare services in cases of emergency based on immigration status. Begins 10/1/2026
- **State Directed Payments (Expansion States- California)**
 - Reductions being 1/1/2028
 - Caps the total payment amount for State Directed Payments made for inpatient hospital services, outpatient hospital services, nursing facility services, or qualified practitioner services at an academic medical center



Legal Challenges and More

- Many of the executive orders are facing legal challenges
- FQHCs across the country are required to attest to compliance with executive orders each time we drawdown federal funds from our grants
- We are now required to change terminology and data we are reporting to our federal oversight department (HRSA)
- Funds for the next federal fiscal year have been allocated and FQHCs remain funded at 100% of prior year funding.
- Mendocino Coast Clinics Newsletter-
 - <https://mailchi.mp/mccinc/protecting-community-health-in-uncertain-times>



Mendocino Coast Clinics

Established July 1, 1994

Lucresha Renteria
Executive Director

lrenteria@mccinc.org

707-964-1251 ext. 3433

www.mendocinocoastclinics.org





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Text File

File Number: 25-301

Agenda Date: 8/11/2025

Version: 1

Status: Business

In Control: City Council

File Type:
Recognition/Announcements

Agenda Number: 1D.

Proclamation - Women's Equality Day

P R O C L A M A T I O N
RECOGNIZING WOMEN'S EQUALITY DAY

WHEREAS, In August 1920, the 19th Amendment to the United States Constitution was passed, granting women the right to vote; therefore, this year marks the 105th Anniversary; and

WHEREAS, women suffragists including Alice Paul, who fought for and won the right of women to vote, should be respected and honored for their momentous struggle and victory; and

WHEREAS, On August 26, 1920, after three generations of an unrelenting, brilliant, courageous, political campaign, women in the United States won the right to vote. To honor and commemorate the historic date of the ratification of the 19th Amendment to the U.S. Constitution, Congresswoman Bella Abzug introduced a Congressional Resolution to ensure that this date would be commemorated with the designation of Women's Equality Day, which is celebrated on August 26th each year. We women living here today enjoy the fruits of what the suffragists won for us—our right to vote, and our enhanced ability to shape the way we want to live.

WHEREAS, at noon on August 24th of this year, the public is invited to the Kelley House lawn in Mendocino to participate in a celebration in recognition of Women's Equality Day and the 105th Anniversary of the 19th Amendment.

NOW, THEREFORE, I, Jason Godeke, Mayor of the City of Fort Bragg, on behalf of the entire City Council, do hereby recognize August 26 as Women's Equality Day and the 105th Anniversary of the 19th Amendment and urge all residents to participate in the scheduled events.

SIGNED this 11th day of August, 2025

JASON GODEKE, Mayor

ATTEST:

Diana Paoli, City Clerk

No. 18-2025



City of Fort Bragg

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

Text File

File Number: 25-302

Agenda Date: 8/11/2025

Version: 1

Status: Filed

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5A.

Resolution of the Fort Bragg City Council Approving Side Letter for the Fort Bragg Employee Organization/Service Employees International Union Local 1021 (FBEO/SEIU) Revising Article 16 - Longevity Pay of the 2025-2029 Memorandum of Understanding of the Fort Bragg Employee Organization/Service Employees International Union Local 1021

Approval of the Resolution incorporates the side letter of agreement that revises Article 16 - Longevity Pay of the 2025-2029 Memorandum of Understanding between the City of Fort Bragg and the Fort Bragg Employee Organization (Service Employees International Union) Local 1021.

RESOLUTION NO. XXXX-2025

RESOLUTION OF THE FORT BRAGG CITY COUNCIL CREATING SIDE LETTER FOR THE FORT BRAGG EMPLOYEE ORGANIZATION / SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 (FBEO/SEIU) REVISING ARTICLE 16 – LONGEVITY PAY OF THE 2025-2029 MEMORANDUM OF UNDERSTANDING OF THE FORT BRAGG EMPLOYEE ORGANIZATION/SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

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

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

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

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

WHEREAS, the Fort Bragg Employee Organization/Service Employees International Union Local 1021 and the City of Fort Bragg wish to amend Article 16 – Longevity Pay, effective July 1, 2025, through June 30, 2029, Exhibit A, to better serve the needs of the FBEO/SEIU by clarifying the language regarding Longevity Pay payment method; and

WHEREAS, the City and the FBEO/SEIU have undertaken to bargain in good faith regarding Article 16 that has been reviewed by both parties; and

WHEREAS, the agreed upon redlined version of Article 16 – Longevity Pay Exhibit B; and

WHEREAS, changes to the memorandum of understanding require City Council approval, and the side letters are complete and ready for signatures (see respective the side letter 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 Employee Organization / Service Employees International Union Local 1021 have under (FBEO/SEIU)
3. The City and the Fort Bragg Employee Organization/Service Employees International Union Local 1021 (FBEO/SEIU) have undertaken to bargain in good faith and negotiated a tentative agreement that has been reviewed by both parties and has been accepted and is now presented for adoption.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the FBEO/SEIU side letter shown in Exhibit B and authorizes the City Manager to execute the same effective August 11, 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 11th day of August, 2025, by the following vote:

AYES: Councilmembers
NOES: None.
ABSENT: None.
ABSTAIN: None.
RECUSED: None.

JASON GODEKE
Mayor

ATTEST:

Diana Paoli
City Clerk

SIDE LETTER OF AGREEMENT

Between the City of Fort Bragg

and

the Fort Bragg Employees Organization, SEIU Local 1021

The City of Fort Bragg and the Fort Bragg Employees Organization, SEIU Local 1021 (collectively, the "Parties"), having previously negotiated and executed a Memorandum of Understanding (MOU) for the period of 2025 to 2029, do hereby agree and adopt this Side Letter Agreement amending Article 16 of the MOU as follows:

ARTICLE 16 - LONGEVITY PAY

In recognition of long term service to the City, the City ~~will provide one-time payments~~ shall increase an employee's compensation as follows:

1% beginning of the eleventh (11th) year of employment;

An additional 1% beginning of the sixteenth (16th) year of employment; and

An additional 1% beginning of the twenty-first (21st) year of employment.

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

FOR THE CITY OF FORT BRAGG

By: _____

Its: _____

Dated _____

FOR THE FORT BRAGG EMPLOYEE
ORGANIZATION/SEIU LOCAL 1021

By: _____

Its: _____

Dated _____



City of Fort Bragg

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

Text File

File Number: 25-331

Agenda Date: 8/11/2025

Version: 1

Status: Filed

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5B.

Resolution of the City Council of the City of Fort Bragg Approving Budget Amendment
2025/26-04 to Provide One-Time \$40,000 Allocation to the Humane Society to Maintain Animal
Care and Shelter Services for the City of Fort Bragg

RESOLUTION NO. ____-2025

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORT BRAGG APPROVING BUDGET AMENDMENT 26-04 TO PROVIDE ONE-TIME \$40,000 ALLOCATION TO THE HUMANE SOCIETY TO MAINTAIN ANIMAL CARE AND SHELTER SERVICES FOR THE CITY OF FORT BRAGG

WHEREAS, the Humane Society provides essential animal care and shelter services on behalf of the City of Fort Bragg, including intake, medical treatment, and adoption of stray and surrendered animals; and

WHEREAS, the Adopted Budget for Fiscal Year 2025–26 included a \$60,000 allocation to the Humane Society; and

WHEREAS, the Humane Society has informed the City that its operational needs exceed the current funding level due to increased service demands, inflationary costs, and the need to maintain minimum care standards; and

WHEREAS, the City Council recognizes the value of the Humane Society's partnership in delivering these services and desires to ensure continuity of service without interruption or degradation in quality; and

WHEREAS, the City Council recognizes the importance of sustaining the Humane Society's services to ensure the welfare of animals and the safety of the community; and

WHEREAS, the City has sufficient Asset Forfeiture Education Funds, with a current available balance of \$175,000, and the District Attorney's usage guidelines allow for education, prevention, and intervention programs designed to reduce future criminal activity; and

WHEREAS, providing a one-time \$40,000 allocation to the Humane Society specifically supports the Police Department's community outreach and volunteer program for at-risk youth and adults, aligning with the intent of the Asset Forfeiture Education Fund by fostering prevention, education, and positive engagement; and

WHEREAS, this allocation is intended as a one-time supplement and any requests for ongoing increases to the baseline allocation shall be considered as part of the City's annual budget process.

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

1. Budget Amendment 2025/26-04 (Exhibit A) is hereby approved to provide a one-time \$40,000 allocation from the Asset Forfeiture Fund to the Humane Society for Fiscal Year 2025–26.

2. The City Manager is authorized to execute an amended funding agreement with the Humane Society to reflect this one-time allocation and to include updated deliverables and reporting requirements.
3. This Resolution shall become effective immediately upon adoption.

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 11th day of August 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

JASON GODEKE
Mayor

ATTEST:

Diana Paoli
City Clerk

[illegible]



City of Fort Bragg

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

Text File

File Number: 25-303

Agenda Date: 8/11/2025

Version: 1

Status: Passed

In Control: City Council

File Type: Ordinance

Agenda Number: 5C.

Adopt, by Title Only, and Waive Further Reading of Ordinance 1016-2025 Amending Division 17 of the Fort Bragg Municipal Code (CLUDC 5-25) To Amend Chapter 17.71.050 - Design Review to Make Design Review for Multifamily Projects a Ministerial Process Subject to Objective Requirements per the Housing Accountability Act

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

**AN ORDINANCE AMENDING DIVISION 17 OF
THE FORT BRAGG MUNICIPAL CODE
(CLUDC 5-25) TO AMEND CHAPTER
17.71.050 - DESIGN REVIEW TO MAKE
DESIGN REVIEW FOR MULTIFAMILY
PROJECTS A MINISTERIAL PROCESS
SUBJECT TO OBJECTIVE REQUIREMENTS
PER THE HOUSING ACCOUNTABILITY ACT**

ORDINANCE NO. 1016-2025

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 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, 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, in August 2008 the California Coastal Commission certified the City’s Local Coastal Program (LCP) which includes the Coastal GP and the ILUDC; 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, City Council’s 2024-2028 Strategic Plan includes the goal of adding 200+ housing units by 2026; and

WHEREAS, Housing affordability has become a significant challenge, and many residents find it increasingly difficult to purchase and/or rent a home; and

WHEREAS, The community faces a shortage of both rental and for-sale properties, driven in part by Fort Bragg's growing appeal as a place to live, retire, and work; and

WHEREAS, On October 15, 2024, City Council directed staff to obtain Pro-Housing Designation from the State and the City Council directed staff to implement the following Pro-Housing policy "Replace subjective development and design standards with objective development and design standards that simplify zoning clearance and improve approval certainty and timing; and

WHEREAS, 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; and

WHEREAS, the Planning Commission held a duly noticed public hearing on May 28, 2025, to consider the Zoning Amendment, accept public testimony; and adopted a resolution recommending a zoning amendment to make multifamily design review a ministerial process; and

WHEREAS, the City Council held a duly noticed public hearing on June 9, 2025, to consider the Zoning Amendment, accept public testimony; 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 Inland General Plan; the Inland Land Use and Development Code; the Project application; all reports and public testimony submitted as part of the City Council meeting of June 9, 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 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 May 28, 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 amendment to the CLUDC pursuant to Gov. Code Section 65589.5.
3. On June 9, 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 **CLUDC 5-25** 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 and any applicable specific plan.
6. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
7. The proposed amendment is internally consistent with other applicable provisions of this Development Code.
8. The project is exempt from CEQA under the “Common Sense Exemption” (Section 15061b3); and
9. The documents and other material constituting the record for these proceedings are located at the Community Development Department, and

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

Amend 17.71.050 Design Review as follows:

17.71.050 - Design Review

A. Purpose. Design Review is intended to ensure that the design of proposed development and new land uses assists in maintaining and enhancing the small-town, coastal, historic, and rural character of the community.

B. Applicability. All new structures, any relocation, exterior addition(s), or changes of or to existing structures, and any other physical improvements shall be subject to Design Review, whether or not a Building Permit is required, unless exempt in compliance with Subsection (B)(3) of this Section (Improvements exempt from Design Review). Design Review shall be required in addition to all other planning permit or approval requirements of this Development Code and the Municipal Code.

1. Improvements subject to Design Review by the Commission.

a. The following improvements shall always require Design Review by the Commission:

- ~~i) A project resulting in 3 or more residential dwelling units on a single parcel, including apartments, condominiums, townhouses, and other multifamily residential development projects.~~
- ii) All nonresidential development projects, including commercial, office, and industrial structures or additions of more than 250 square feet;
- iii) The aesthetic impact of grading or filling of land.

b. The following improvements shall require Design Review by the Commission only if in conjunction with a development project:

- i) Removal of natural ground cover, trees, or vegetation.

- ii) Installation of a fence, wall, or retaining wall visible from a public right-of-way.
- iii) Landscaping including vegetation, irrigation systems, and low-level lighting.
- iv) Signs included with plans for any project listed above.
- v) Exterior lighting.

2 Improvements subject to Design Review by the Director.

- a. The following improvements shall be subject to Ministerial Design Review by the Director:
 - I. A project resulting in 3 or more residential dwelling units on a single parcel, including apartments, condominiums, townhouses, the residential component of a mixed-use project, and other multifamily residential development projects; and
 - II. The construction or rehabilitation/remodeling/addition of any detached accessory structure or garage that exceeds 16 feet in height **if approved by Minor Use Permit.**
- b. The following improvements shall be subject to Design Review by the Director, ~~except when in~~ when not in conjunction with a new development project. ~~If in conjunction with a development project, each of the following shall be subject to review and approval by the Commission:~~
 - I. Removal of natural ground cover, trees, or vegetation;
 - II. Installation of a fence, wall, or retaining wall visible from a public right-of-way;
 - III. Landscaping including vegetation, irrigation systems, and low-level lighting;
 - IV. Signs included with plans for any project listed above, and that do not require Commission review; or
 - V. 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 **and landscaping**;
- 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 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 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.

The foregoing Ordinance was introduced by Councilmember Albin-Smith at a regular meeting of the City Council of the City of Fort Bragg held July 14, 2025, and adopted at a regular meeting of the City of Fort Bragg held on August 11, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Jason Godeke
Mayor

ATTEST:

Diana Paoli
City Clerk

PUBLISH: July 31, 2025 and August 21, 2025 (by summary).

EFFECTIVE DATE: 15 days after Certification by the California Coastal Commission.



City of Fort Bragg

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

Text File

File Number: 25-304

Agenda Date: 8/11/2025

Version: 1

Status: Passed

In Control: City Council

File Type: Ordinance

Agenda Number: 5D.

Adopt, by Title Only, and Waive Further Reading of Ordinance 1017-2025 Amending Division 18 of the Fort Bragg Municipal Code (ILUDC 5-25) To Amend Chapter 18.71.050 - Design Review to Make Design Review for Multifamily Projects a Ministerial Process Subject to Objective Requirements per the Housing Accountability Act

BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG

**AN ORDINANCE AMENDING DIVISION 18 OF
THE FORT BRAGG MUNICIPAL CODE
(ILUDC 5-25) TO AMEND CHAPTER
18.71.050 - DESIGN REVIEW TO MAKE
DESIGN REVIEW FOR MULTIFAMILY
PROJECTS A MINISTERIAL PROCESS
SUBJECT TO OBJECTIVE REQUIREMENTS
PER THE HOUSING ACCOUNTABILITY ACT**

ORDINANCE NO. 1017-2025

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 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, City Council’s 2024-2028 Strategic Plan includes the goal of adding 200+ housing units by 2026; and

WHEREAS, Housing affordability has become a significant challenge, and many residents find it increasingly difficult to purchase and/or rent a home; and

WHEREAS, The community faces a shortage of both rental and for-sale properties, driven in part by Fort Bragg’s growing appeal as a place to live, retire, and work; and

WHEREAS, On October 15, 2024, City Council directed staff to obtain Pro-Housing Designation from the State and the City Council directed staff to implement the

following Pro-Housing policy “Replace subjective development and design standards with objective development and design standards that simplify zoning clearance and improve approval certainty and timing; and

WHEREAS, the project is exempt from CEQA under the “Common Sense Exemption” (Section 15061b3); and

WHEREAS, the Planning Commission held a duly noticed public hearing on May 28, 2025, to consider the Zoning Amendment, accept public testimony; and adopted a resolution recommending a zoning amendment to make multifamily design review a ministerial process; and

WHEREAS, the City Council held a duly noticed public hearing on June 9, 2025, to consider the Zoning Amendment, accept public testimony; 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 Inland General Plan; the Inland Land Use and Development Code; the Project application; all reports and public testimony submitted as part of the City Council meeting of June 9, 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 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 May 28, 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 amendment to the ILUDC pursuant to Gov. Code Section 65589.5.
3. On June 9, 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 6-25** 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 and any applicable specific plan.
6. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
7. The proposed amendment is internally consistent with other applicable provisions of this Development Code.
8. The project is exempt from CEQA under the “Common Sense Exemption” (Section

15061b3); and

9. The documents and other material constituting the record for these proceedings are located at the Community Development Department, and

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

Amend 18.71.050 Design Review

18.71.050 - Design Review

A. Purpose. Design Review is intended to ensure that the design of proposed development and new land uses assists in maintaining and enhancing the small-town, coastal, historic, and rural character of the community.

B. Applicability. All new structures, any relocation, exterior addition(s), or changes of or to existing structures, and any other physical improvements shall be subject to Design Review, whether or not a Building Permit is required, unless exempt in compliance with Subsection (B)(3) of this Section (Improvements exempt from Design Review). Design Review shall be required in addition to all other planning permit or approval requirements of this Development Code and the Municipal Code.

1. Improvements subject to Design Review by the Commission.

a. The following improvements shall always require Design Review by the Commission:

- ~~i) A project resulting in 3 or more residential dwelling units on a single parcel, including apartments, condominiums, townhouses, and other multifamily residential development projects.~~
- ii) All nonresidential development projects, including commercial, office, and industrial structures or additions of more than 250 square feet;
- iii) The aesthetic impact of grading or filling of land.

b. The following improvements shall require Design Review by the Commission only if in conjunction with a development project:

- i) Removal of natural ground cover, trees, or vegetation.
- ii) Installation of a fence, wall, or retaining wall visible from a public right-of-way.
- iii) Landscaping including vegetation, irrigation systems, and low-level lighting.
- iv) Signs included with plans for any project listed above.
- v) Exterior lighting.

2 Improvements subject to Design Review by the Director.

a. The following improvements shall be subject to the Ministerial Design Review by the Director:

- I. A project resulting in 3 or more residential dwelling units on a single parcel, including apartments, condominiums, townhouses, the

residential component of a mixed-use project, and other multifamily residential development projects; and

- II. The construction or rehabilitation/remodeling/addition of any detached accessory structure or garage that exceeds 16 feet in height ~~if approved by Minor Use Permit.~~

- b. The following improvements shall be subject to Design Review by the Director, ~~except when in~~ when not in conjunction with a new development project. ~~If in conjunction with a development project, each of the following shall be subject to review and approval by the Commission:~~

- I. Removal of natural ground cover, trees, or vegetation;
- II. Installation of a fence, wall, or retaining wall visible from a public right-of-way;
- III. Landscaping including vegetation, irrigation systems, and low-level lighting;
- IV. Signs included with plans for any project listed above, and that do not require Commission review; or
- V. 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 ~~and landscaping~~;
- 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 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 Albin-Smith at a regular meeting of the City Council of the City of Fort Bragg held July 14, 2025, and adopted at a regular meeting of the City of Fort Bragg held on August 11, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Jason Godeke
Mayor

ATTEST:

Diana Paoli
City Clerk

PUBLISH: July 31, 2025, and August 21, 2025 (by summary).

EFFECTIVE DATE: September 10, 2025



City of Fort Bragg

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

Text File

File Number: 25-323

Agenda Date: 8/11/2025

Version: 1

Status: Passed

In Control: City Council

File Type: Resolution

Agenda Number: 5E.

Adopt City Council Resolution Approving Budget Amendment BA 2025/26-3 and Contract Amendment for Five Additional Licenses with Accela Civic Applications for a Building, Planning and Engineering Permits (Amount Not to Exceed \$109,208)

RESOLUTION NO. ____-2025

**ADOPT CITY COUNCIL RESOLUTION APPROVING BUDGET AMENDMENT
BA 2025/26-3 AND CONTRACT AMENDMENT FOR FIVE ADDITIONAL
LICENSES WITH ACCELA CIVIC APPLICATIONS FOR WEB-BASED
BUILDING, PLANNING, AND ENGINEERING PERMIT SOFTWARE (AMOUNT
NOT TO EXCEED \$109,208)**

WHEREAS, in July 2024, the City Council authorized Resolution 4824-2024 to begin implementation of Accela Permitting Software using Truepoint as the implementation partner; and

WHEREAS, Accela Inc., provides the City with improved customer service via their web-based permitting application, where customers can apply for permits, make payments, and monitor the status of their project, 24 hours a day, seven days a week; and

WHEREAS, Accela provides a centralized platform for permit applications, reviews, and approvals, offers features such as online permit applications, real-time tracking, automated workflows, and comprehensive reporting, which can significantly reduce processing times and operational costs, providing a more user-friendly experience for residents and developers; and

WHEREAS, initially the City entered into a three-year contract with Accela, purchasing ten (10) licenses for staff with a cost of \$20,000 for year one (1), \$28,800 for year two (2), and \$30,672 for year three (3); and

WHEREAS, we need additional licenses (Exhibit B) to ensure that we have a sufficient number of “seats” to include the building inspectors [our partners with Mendocino County Planning and Building, and 4LEAF], and thus additional licenses are required to fully centralize the services; and

WHEREAS, licenses are sold in batches of five (5), resulting in an additional cost for year two (2) of \$14,400, and \$15,336 for year three (3), bringing the total increased costs to \$29,736, and the three-year total to \$109,208; and

WHEREAS, a budget amendment, BA # 2025/26-3 (Exhibit A) is necessary to ensure sufficient funds are available to cover these additional costs; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the budget amendment and Contract amendment with Accella software and authorize the City Manager to execute necessary amendment and supporting documents to accomplish the same (Amount Not to Exceed \$109,208).

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 11th day of August 2025, by the following vote:

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

**Jason Godeke
Mayor**

ATTEST:

**Diana Paoli
City Clerk**



9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Brenna Sandvik
Contact Phone:
Contact Email: bsandvik@accela.com
Quote ID: Q-36820
Valid Through: 8/16/2025
Currency: USD

Order Form

Address Information

Bill To:

Fort Bragg Community Development
416 N Franklin St.
Fort Bragg, California 95437
United States

Ship To:

Fort Bragg Community Development
,,
United States

Billing Name: ISAAC WHIPPY
Billing Phone: 707-961-2825
Billing Email: iwhippy@fortbragg.com

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	07/01/2025	08/08/2025	1	\$2,000.00	5	\$1,052.51
> Accela Building - SaaS	Year 1	07/01/2025	08/08/2025	1	\$0.00	5	\$0.00
> Accela Planning - SaaS	Year 1	07/01/2025	08/08/2025	1	\$0.00	5	\$0.00
> Accela Business Licensing - SaaS	Year 1	07/01/2025	08/08/2025	1	\$0.00	5	\$0.00
TOTAL:							\$1,052.51

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	08/09/2025	08/08/2026	12	\$2,880.00	5	\$14,400.00
> Accela Building - SaaS	Year 2	08/09/2025	08/08/2026	12	\$0.00	5	\$0.00
> Accela Planning - SaaS	Year 2	08/09/2025	08/08/2026	12	\$0.00	5	\$0.00
> Accela Business Licensing - SaaS	Year 2	08/09/2025	08/08/2026	12	\$0.00	5	\$0.00
TOTAL:							\$14,400.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	08/09/2026	08/08/2027	12	\$3,067.20	5	\$15,336.00
> Accela Building - SaaS	Year 3	08/09/2026	08/08/2027	12	\$0.00	5	\$0.00
> Accela Planning - SaaS	Year 3	08/09/2026	08/08/2027	12	\$0.00	5	\$0.00
> Accela Business Licensing -	Year 3	08/09/2026	08/08/2027	12	\$0.00	5	\$0.00

SaaS							
TOTAL:							\$15,336.00

Pricing Summary

Period	Net Total
Year 1	\$1,052.51
Year 2	\$14,400.00
Year 3	\$15,336.00
Total	\$30,788.51

\$29,736

Additional Terms:

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.
2. This Order Form, including any OnPrem Licenses, Maintenance and Support, Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply, or have otherwise been terminated, the following terms at [AccelaTerms](#) will govern as applicable, based on the Customer's purchase.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.
5. If this Order Form is executed or returned to Accela by Customer after the Order State Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.
6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.
7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



City of Fort Bragg

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

Text File

File Number: 25-318

Agenda Date: 8/11/2025

Version: 1

Status: Filed

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5F.

Adopt City Council Resolution Approving Professional Services Agreement with Creative Thinking, Inc., DBA The Idea Cooperative for Strategic and Creative Marketing Services for Visit Fort Bragg and Authorizing the City Manager to Execute Contract Amount Not to Exceed \$175,000.00; Account No. 110-4321-0319)

RESOLUTION NO. ____-2025

RESOLUTION OF THE FORT BRAGG CITY COUNCIL PROFESSIONAL SERVICES AGREEMENT WITH CREATIVE THINKING INC., DBA THE IDEA COOPERATIVE AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT (TOTAL CONTRACT AMOUNT NOT TO EXCEED \$175,000 ACCOUNT NO. 110-4321-0319)

WHEREAS, on May 29, 2024, the City of Fort Bragg Request for Proposals (RFP) To Provide Strategic and Creative Marketing Services for Visit Fort Bragg with the broadest possible range of potential qualified respondents, and by the RFP due date of June 26, 2024, seven qualified responses were received; and

WHEREAS, City reached out to two of the finalists in the last selection process to do a final presentation to the Visit Fort Bragg Committee and staff; and

WHEREAS, on September 9, 2024, The City Council approved a Professional Services Contract with Creative Thinking INC., DBA The Idea Cooperative for Strategic and Creative Marketing services for Visit Fort Bragg; and

WHEREAS, the passage of Measure U in November 2024 resulted in an increase to the City's Transient Occupancy Tax rate from 12% to 14%, the tax revenues should be used to support tourism-related projects and promotions; and

WHEREAS, funds were appropriated in the FY 2025-26 budget for this activity, and sufficient funds are available for this contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a Professional Services Agreement with Creative Thinking Inc., DBA the Idea Cooperative for marketing strategy development and execution and authorizes the City Manager to execute the same upon execution by Contractor (Amount Not to Exceed \$175,000.00, Account: 110-4321-0319).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 11th day of August 2025, by the following vote:

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

JASON GODEKE
Mayor

ATTEST:

Diana Paoli, City Clerk

**CITY OF FORT BRAGG
PROFESSIONAL SERVICES AGREEMENT
WITH
CREATIVE THINKING, INC. DBA THE IDEA COOPERATIVE**

THIS AGREEMENT is made and entered into this ____ day of August, 2025 ("Effective Date"), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 ("City"), and CREATIVE THINKING, INC. DBA THE IDEA COOPERATIVE, a California corporation, 835 5th Avenue, Suite C, San Rafael, California 94901 ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide strategic and creative marketing services for Visit Fort Bragg, as more fully described herein; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant's total compensation shall not exceed **One Hundred Seventy Five Thousand Dollars (\$175,000.00)**.

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 **June 30, 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 **Septmeber 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 **Isaac Whippy, City Manager**. 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 **Tom Kavanaugh, President**, 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:
Tom Kavanaugh, President
Creative Thinking, Inc.
DBA The Idea Cooperative
835 5th Avenue, Suite C
San Rafael, CA 94901
Tel: 415-377-6708

IF TO CITY:
City Clerk

City of Fort Bragg
416 N. Franklin St.
Fort Bragg, CA 95437
Tel: 707-961-2823
Fax: 707-961-2802

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Mendocino County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. If Consultant is not a design professional performing "design professional" services under this Agreement, as that term is defined in Civil Code Section 2782.8, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and

appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees

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

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

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

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

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and

conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

by and through their respective authorized officers, as of the date first above written.

CITY

CONSULTANT

By: _____

Isaac Whippy
Its: City Manager

By: _____

Tom Kavanaugh
Its: President

ATTEST:

By: _____

Diana Paoli
City Clerk

APPROVED AS TO FORM:

By: _____

Baron J. Bettenhausen
City Attorney

EXHIBIT A

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

Proposal & Scope of Work July 1, 2025 to June 30, 2026 August 6, 2025

CONTRACT TERMS

The Idea Cooperative has been identified as the Visit Fort Bragg Creative Communications Agency of Record for Destination Marketing, rolling their current contract, expiring on June 30, 2025, into a 12-month contract term from July 1, 2025 to June 30, 2026.

A budget of \$175,000 has been approved by Fort Bragg City Council for this contract.

SCOPE OF WORK

Task 1: Strategic & Promotion Confirmation

Working from last year's Strategic Plan, The Idea Cooperative will review the results from each and develop a 2025 > 2026 Promotional Calendar and Working Budget to outline specific activities and monthly budgets throughout the contract term.

Timing: July 1 > 31, 2025

Task 2: Promotional Development, Execution & Analytics

Working from the approved 2025 > 2026 Promotional Calendar and Working Budget, The Idea Cooperative will implement all promotional activities. Initial promotional activities will likely include the following, but will be confirmed in Task 1:

- Ongoing Summer and Fall Seasonal Event Promotion
- Fort Bragg Photo Contest
- Fort Bragg Beer Month with Hotel Promotion
- Winter Visit Campaign with Hotel Promotion
- Blues Fest
- Whale Fest/Wine Walk with Hotel Promotion
- Music Fest Preparation, Organization and Planning (See Funding Not Included – Above)
- Major Event Preparation and Planning + Concept/Promotion

Task 3: Ongoing Content Development, Social Media & E-newsletter

The Idea Cooperative will develop ongoing original content for use in all outbound communications, using original photography, video, interviews with locals and featuring ongoing month to month promotions. Two trips to Fort Bragg will be made by The Idea Cooperative for content gathering during the contract term.

An ongoing social media calendar will be maintained by The Idea Cooperative with help with ongoing local content from Fort Bragg resident Barbara Bruce. Facebook and Instagram will be used, with goals of a) increasing engagement and building web traffic and b) increasing followers.

The monthly Visit Fort Bragg e-newsletter will continue to deliver news, stories, insights and details about local events to a highly engaged audience. Newsletter goals are a) subscriber growth and b) subscriber engagement measured through opens, clicks and conversions on promotions.

BUDGET AND SCHEDULE OF CHARGES

Working from the designated annual not to exceed budget of \$175,000 The Idea Cooperative recommends a similar structure and schedule of charges from previous years, with \$12,000 per month Retainer Costs to cover time of staff costs and \$31,000 annual total for hard costs including printing, content creation (including travel), social media, interactive and SEO services to be adjusted each month based on needs.

Budget:

Monthly Retainer: \$12,000/Month x 12 = \$144,000 for year

Variable Hard Costs = \$31,000 for year

\$175,000 12 Month Total

- Hard Costs totals may vary month to month but will equal the total at the end of contract.
- A fixed cost of \$500 will be taken out of monthly hard costs to cover Web Hosting + Online Services

Retainer Costs Monthly Break Out

Work Specification	Hours	Rate	Fee
Strategic Marketing Consultation	1	\$200	\$200
Creative Direction	5	\$200	\$1,000
Art Direction/Creative Concept	9	\$150	\$1,350
Copywriting/Creative Concept	9	\$150	\$1,350
Account Direction	8	\$125	\$1,000
Project Management	16	\$100	\$1,600
Production Management	8	\$100	\$800
Digital Production Art / Production Design	16	\$100	\$1,600
Interactive Strategy and Consultation	3	\$100	\$300
Interactive Development & Programming	16	\$100	\$1,600
Social Media & Content Execution	12	\$100	\$1,200
TOTAL			\$12,000.00

Schedule of Charges

Month	Fee	Hard Costs	TOTAL
July, 2025	\$12,000	\$4,000	\$16,000
August, 2025	\$12,000	\$1,000	\$13,000
September, 2025	\$12,000	\$4,000	\$16,000
October, 2025	\$12,000	\$4,000	\$16,000
November, 2025	\$12,000	\$1,000	\$13,000
December, 2025	\$12,000	\$1,000	\$13,000
January, 2026	\$12,000	\$4,000	\$16,000
February, 2026	\$12,000	\$6,000	\$18,000
March, 2026	\$12,000	\$5,000	\$17,000
April, 2026	\$12,000	\$4,000	\$16,000
May, 2026	\$12,000	\$1,000	\$13,000
June, 2026	\$12,000	\$1,000	\$13,000
Totals:	\$144,000	\$36,000.00	\$180,000.00

Authorization To Proceed: _____ Date: _____

Notes:

Media and content costs may not be allocated evenly each month. A running accounting of all media and content costs will be included with each invoice. The Idea Cooperative will bill \$12,000 at the end of each month to cover work performed during that month, plus applicable media and content costs.

This estimate is based on a preliminary understanding of services to be delivered. If any aspect of the project changes, this estimate will be subject to revision or addendum. This estimate does not include CA sales tax, if applicable.

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



THEIDEA-04

TCARPIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 40 E Alamar Ave Santa Barbara, CA 93105	CONTACT NAME: Michele Ricca PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: michele.ricca@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance Company of America INSURER B: Allmerica Financial Benefit Insurance Company INSURER C: Federal Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Creative Thinking, Inc dba The Idea Cooperative. 835 5th Avenue San Rafael, CA 94901	NAIC # 31534 41840 20281

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		OBFD649507	7/18/2025	7/18/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBFD649507	7/18/2025	7/18/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	W2FD649506	7/18/2025	7/18/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			8234-6490	7/18/2025	7/18/2026	Per Claim/Aggregate \$ 1,000,000
C	Errors & Omissions			8234-6490	7/18/2025	7/18/2026	Retention \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Employment Practices Liability: limit: \$25,000, Deductible: \$5,000. - Original Inception Date: 07/18/2018.

City of Fort Bragg is Additional Insured with regard to the General Liability policy, per the attached endorsement form 3911941 08/16.

CERTIFICATE HOLDER

CANCELLATION

City of Fort Bragg 416 N. Franklin Street Fort Bragg, CA 95437	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Person or Organization:

CITY OF FORT BRAGG 416 N.FRANKLIN STREET FORT BRAGG,CA 95437

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

For the purpose of coverage provided by this endorsement, the following changes are made to **SECTION II - LIABILITY**:

A. The following is added to SECTION II - LIABILITY, C. Who is an Insured:

Any person or organization shown in the Schedule above is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. The following is added to SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Paoli, Diana

From: Jacob Patterson <jacob.patterson.esq@gmail.com>
Sent: Monday, August 11, 2025 10:34 AM
To: City Clerk
Cc: Whippy, Isaac
Subject: Public Comment -- 8/11/25 CC Mtg., Item No. 5F, Idea Cooperative Contract

City Council,

I want to point out a discrepancy in the contract on Exhibit A, Scope of Work. It has two different contract total amounts, \$175K and \$180K, the \$5K difference coming from the hard costs line items. Because nearly everything else refers to a total contract cost of \$175K, it is clear to me that is likely the intent but this discrepancy should be corrected when Issac signs the contract. The months in their proposal, which is being converted into this contract's Scope of Work, don't line up either because we are entering into this contract later than the Idea Cooperative intended, with a month lapse. Those line items for July 2025 through June 2526 should be corrected to align with the actual contract period of August 2025 through September 2026.

Other than that, I think this contract is what is intended, although I must say that is a poorly-drafted contract that really should have been revised to be more specific before being brought forward for your approval. The lack of specificity in past contracts have led to less-than-desirable results that could and should be addressed.

Regards,

--Jacob



City of Fort Bragg

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

Text File

File Number: 25-310

Agenda Date: 8/11/2025

Version: 1

Status: Filed

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5G.

Receive and File Minutes of the February 14, 2025 Finance & Administration Committee Meeting



City of Fort Bragg

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

Meeting Minutes Finance and Administration Committee

Friday, February 14, 2025

4:00 PM Town Hall, 363 N. Main Street and Via Video Conference

SPECIAL MEETING

MEETING CALLED TO ORDER

Chair Rafanan called the meeting to order at 4:03 PM.

ROLL CALL

Present: 2- Rafanan and Albin-Smith

1. APPROVAL OF MINUTES

None.

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

3. CONDUCT OF BUSINESS

- 3A. [24-1045](#)** Receive Ordinance 672 Results of the Ordinance 672 Annual Salary Survey and Receive Salary Recommendations for FBPA, Police Captain, Police Chief, Police Chief - Executive POST to be Effective January 1, 2025

Human Resources Manager, Juli Mortensen, summarized the staff report included in the agenda regarding the Results of the Ordinance 672 Annual Salary Survey.

Public Comment: Jacob Patterson.

Discussion: Recommendation was made to take the Salary Recommendations for FBPA, Police Captain, Police Chief, Police Chief - Executive POST to be Effective January 1, 2025, to Council as written.

- 3B. [24-1144](#)** Receive Recommendation to Increase Purchasing Authority for City Manager and Update Purchasing Policy

Administrative Analyst, Cristal Munoz, presented the proposal to increase the City Manager's signing authority from \$25,000 to \$45,000 aims to improve operational efficiency and address rising costs and complexities in municipal operations. This change would allow the City Manager to handle urgent needs promptly while reserving larger expenditures for Council oversight. It would also reduce administrative delays, streamline decision-making, and align with peer cities' practices, while maintaining strong internal controls for accountability.

Public Comment: Jacob Patterson.

Discussion: Councilmember Albin-Smith questioned the inclusion of the word "bidding" in the

procedures, in alignment with the public speaker's suggestion, which was agreed upon as an improvement to the process. Inflation was highlighted as a major factor contributing to the recommendation. Recommendation was made to bring to Council with the recommended changes.

3C. [24-1061](#) Receive Oral Update from Staff on Departmental Activities

Mortensen introduced and welcomed the new City Clerk, Diana Paoli, who will officially take the Oath of Office at the City Council Meeting on March 10, 2025. Munoz announced the Mill Site Visioning Workshop will be at 5:00 PM, February 25, 2025 at Town Hall. Mid-Term Budget Workshop will be at 3:30 PM, March 19, 2025 at Town Hall. Munoz provided updates on several City initiatives, including launch of new FMX reservation software for City of Fort Bragg facility rentals, which will soon be available online. She also discussed the planned upgrade of the volunteer app to facilitate easier access for volunteers wishing to contribute their time or expertise to City projects. Additionally, she shared information about the forthcoming website upgrade and reminded attendees that business licenses are due by 02/28/2025.

Public Comment: None.

Discussion: None.

4. MATTERS FROM COMMITTEE / STAFF

None.

ADJOURNMENT

Chair Rafanan 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: 25-313

Agenda Date: 8/11/2025

Version: 1

Status: Filed

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5H.

Receive and File Minutes of the March 3, 2025 Community Development Committee Meeting



City of Fort Bragg

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

Meeting Minutes Community Development Committee

Monday, March 3, 2025

4:00 PM Town Hall, 363 N. Main Street and Via Video Conference

MEETING CALLED TO ORDER

Vice Mayor Rafanan called the meeting to order at 4:00 PM

ROLL CALL

Staff Present: Assistant Director of Engineering O'Neal, Assistant Planner Peters, Administrative Assistant Flynn

Present: 2 - Jason Godeke and Marcia Rafanan

1. APPROVAL OF MINUTES

1A. [24-986](#) Minutes of the October 25, 2024 Community Development Committee

These Committee Minutes were approved for Council review

2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Paul Clark, Jacob Patterson

3. CONDUCT OF BUSINESS

3A. [25-7](#) Receive Oral Update on Installation of City Trees Downtown & Citywide

Mayor Godeke gave an update on the health of newly planted trees at CV Starr Dog Park and future tree planting at local schools.

Public Comment: Jacob Patterson

3B. [25-12](#) Blue Zones Project Mendocino County and Fort Bragg Built Environment Projects

Lucy Kramer from the Blue Zones Project Mendocino and Assistant Director of Engineering O'Neal presented the report. Committee members asked clarifying questions and held a discussion about the project options.

Public Comment: David Jensen, Gabriel Quinn Maroney

Discussion: Under deliberation, Committee members directed staff to move forward with two Demonstration projects- Par Course and Binoculars on the Coastal Trail; the Policy/Plan program of a City Street Tree Audit; and a Marquee project that is connected to the one of the two demonstration projects.

4. MATTERS FROM COMMITTEE / STAFF

Mayor Godeke followed up on status of the Municipal Improvement District (MID).
Administrative Assistant Flynn gave updates on upcoming Limited Term Permit events.
Assistant Director of Engineering O'Neal gave an update on EV Charger installation at the Police Department and the status of Grocery Outlet permits.

ADJOURNMENT

Vice Mayor Rafanan adjourned the meeting at 5:01 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: 25-324

Agenda Date: 8/11/2025

Version: 1

Status: Filed

In Control: City Council

File Type: Minutes

Agenda Number: 5I.

Approve Minutes of March 24, 2025



City of Fort Bragg

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

Meeting Minutes City Council

Monday, March 24, 2025

6:00 PM

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

CLOSED SESSION REPORT

Mayor Godeke reported no reportable action had been taken on the Closed Session items.

AGENDA REVIEW

Mayor Godeke announced Item 5H is pulled for discussion.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

1A. [25-84](#) Introduction of the City's Emergency Management Program-Volunteers (EMP-V)

Mayor Godeke introduced Captain Thomas O'Neal who reported on the work of the City's Emergency Management Program acknowledging work of volunteers, Leslie Krongold, Laurie Starr, Teresa Skarr and Mary Rose Kaczorowski. Volunteer Leslie Krongold spoke regarding her role.

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

- (1) Marcie Sneider, Jacob Patterson, and Annemarie Weibel.
- (2) Jacob Patterson, Andrew Jordan and Jay McMartin.
- (3) N/A.

3. STAFF COMMENTS

City Manager Isaac Whippy announced the State Fire Marshal has released Fire Hazard Severity Zone maps and City must adopt an Ordinance within 120 days. Maps are available online for public review and comment. Next Business Roundtable is April 2 at City Hall during Town Hall Construction.

4. MATTERS FROM COUNCILMEMBERS

Councilmember Lindy Peters shared next Fire Protection meeting is March 25, 2025, at 5:00 PM. He also shared concerns about the federal funding cuts affecting senior lunches, funding remains stable for now and lunches are not being discontinued due to social media rumors. Councilmember Tess Albin-Smith shared next meeting for Mendocino Transit Authority "MTA" is Thursday, March 27, 2025, at 1:30 p.m. at Elm Street office and reported Whale Festival and Whale Run took place both successful events featuring chowder, beer tasting, whale watching and more. Vice Mayor Marcia Rafanan toured the areas near Mill Site including rail train garage, dry shed and daylight area and reflected on historic train. Mayor Godeke acknowledged recent transfer of \$100,000 from Mendocino Coast Recreation and Park District ("MCRPD") to CV Starr Aquatic Center from the Jack B. and Mary W. Thomas Trust. Kylie Felicich read a statement on behalf of MCRPD Chair, David Kischack.

5. CONSENT CALENDAR

Mayor Godeke pulled Item 5H to be brought to a future Consent Calendar.

Approval of the Consent Calendar

A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, to approve the Consent Calendar with the exception of Item 5H. The motion carried by the following vote:

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

5A. [25-60](#) Adopt by Title Only and Waive the Second Reading of Ordinance 999-2024 Amending Chapter 6.14 (Licensing of Tobacco Sellers) Of the Fort Bragg Municipal Code

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 999-2024

5B. [25-61](#) Adopt by Title Only and Waive the Second Reading of Ordinance 1000-2025 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; CEQA Exemption 15282 and Public Resources Code Section 21080.17

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 1000-2025

5C. [25-62](#) Adopt by Title Only and Waive the Second Reading of Ordinance 1001-2025 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

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 1001-2025

5D. [25-63](#)

Adopt by Title Only and Waive the Second Reading of Ordinance 1002-2025 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

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 1002-2025

5E. [25-64](#)

Adopt by Title Only and Waive the Second Reading of Ordinance 1003-2025 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; CEQA Exemption 15265(c)

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 1003-2025

5F. [25-65](#)

Adopt by Title Only and Waive the Second Reading of Ordinance 1004-2025 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

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 1004-2025

5G. [25-66](#)

Adopt by Title Only and Waive the Second Reading of Ordinance 1005-2025 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; Statutory Exemption 15265

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 1005-2025

5I. [25-78](#)

Resolution of the Fort Bragg City Council Amending the Master Salary

Compensation Plan to add Engineering Technician I and II, Senior Engineer Technician, Maintenance, and Operations Supervisor - Maintenance Classifications, Remove the Operations Supervisor Classification, and Add Public Experience Liaison, and Confirms the Pay Rates and Ranges for All City of Fort Bragg Classifications

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4912-2025

5J. [25-90](#)

Adopt Joint City Council/Municipal Improvement District Resolution Amending the FY 2024/25 Budget for Mid-Year Budget Adjustments

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4913-2025/RES 493-2025

ITEM REMOVED FROM CONSENT CALENDAR

5H. [25-67](#)

Adopt by Title Only and Waive the Second Reading of Ordinance 1007-2025 Amending Chapter 3.20 (Purchasing, Procurement, And Leasing) And Chapter 3.22 (Informal Bidding Procedures) Of The Fort Bragg Municipal Code

This Ordinance was not acted on and Mayor Godeke announced Item 5H will be on a future Consent Calendar, date to be determined.

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

Councilmember Peters walked the proposed site and watched the Planning Commission meeting in preparation for Item 7A. Vice Mayor Rafanan watched a portion of the Planning Commission meeting online. Mayor Godeke also watched a portion of the Planning Commission meeting recording.

7. PUBLIC HEARING

Councilmember Scott Hockett recuses himself due to financial conflict of interest. City Attorney Baron Bettenhausen states for the record Councilmember Hockett indicated he has some real property interest nearby which is why he is recusing himself.

7A. [25-83](#)

Receive a Report, Hold a Public Hearing, Receive Planning Commission's Recommendation regarding Coastal Development Permit (CDP 8-24), Design Review (DR 11-24), Use Permit (UP 9-24), and Sign Permit (SP 20-24) for a multi-family project at 1151 S. Main St.

Mayor Godeke introduced Item 7A and Consultant Marie Jones presented the staff report. Councilmembers asked clarifying questions concerning parking, traffic safety, no view obstruction, sidewalks, density bonus requirements, inclusionary housing, one unit income verification by City and Special Conditions.

Applicant Gosh Grewal, Mary Woltering, HRT Architects and Omar Siddiqui from JTS Engineering were available to provide additional information regarding height of project, parking,

open space, lighting, and drainage.

Mayor Godeke opened the public hearing at 7:26 PM.

Public Comment: Paul Clark, Kathleen Zarabi, Patty Pats, Tim Bosma, Judy Mesher, Brittney, Guy Burnett, Hamid Zarabi, Jacob Patterson, Mary Chamberlain, Pam Kell, Sharon Shaw, Sheila Stratford, Andrew Jordan, Jenny Shattuck, Anne Marie Weibel, and Jay McMartin.

Applicant Gosh Grewal, Architect Mary Woltering and Engineer Omar Siddiqui had no rebuttal at this time.

Mayor Godeke closed the public hearing at 8:16 PM.

Mayor Godeke recessed the meeting at 8:16 PM. The meeting reconvened at 8:24 PM.

Discussion: Councilmembers discussed project regarding special conditions and incentives and the need for housing. The Resolution was amended to include storm drain improvement as special condition and incentive to reduce balcony.

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

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

Recuse: 1 - Councilmember Hockett

Enactment No: RES 4914-2025

7B. [25-46](#)

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

1) Ordinance 1009-2025 Amending the Coastal Land Use and Development Code Chapter 17.36 "Parking and Loading" to 1) Match the Changes that have Already been Approved for the Inland Land Use and Development Code by City Council; and 2) Address Inconsistencies in Landscaping Requirements for Parking Lots.

2) Ordinance 1008-2025 Amending the Inland Land Use and Development Code Chapter 18.36 "Parking and Loading to Address Inconsistencies in Landscaping Requirements for Parking Lots.

CEQA Exemption 15061(b)(3)

Mayor Godeke opened the public hearing at 9:06 PM.

Consultant Marie Jones presented the Staff Report.

Public Comment: None.

Mayor Godeke closed the public hearing at 9:06 PM.

Direction: Council directed Consultant Marie Jones to keep use permit requirement.

A Motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, that Ordinance 1009-2025 was introduced by title only, waiving further reading. The motion carried by the following vote:

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

A motion was made by Councilmember Albin-Smith, seconded by Vice Mayor Rafanan, that Ordinance 1008-2025 be introduced by title only, waiving further reading. The motion was carried by the following vote:

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

8. CONDUCT OF BUSINESS

8A. [25-91](#) Presentation by NHA Advisors on the Broadband Financing Plan and Request City Council Direction

City Manager Isaac Whippy introduced Eric Scriven of NHA Advisors who presented Broadband Financing Plan. Economic Development Manager Sarah McCormick answered clarifying questions from Council.

Public Comment: Jacob Patterson and Andrew Jordan.

Direction: Council directed staff to engage with EverBank for broadband financing.

8B. [25-22](#) Presentation from Hoch Consulting: Recycled Water Feasibility Study Overview and Information on Community Involvement

Public Works Director John Smith introduced Cari Dale and Skylar Stephens of Hoch Consulting who presented Recycled Water Feasibility Study.

Public Comment: Jacob Patterson.

This Study was referred to staff.

Mayor Godeke calls for a motion to extend meeting after 10:00 PM. A motion is made by Councilmember Albin-Smith, seconded by Vice Mayor Rafanan, to extend meeting after 10:00 PM. The motion carried by the following vote:

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

8C. [25-80](#) Receive General Plan Annual Progress Report 2024 and Housing Element Annual Progress Report to Housing and Community Development and Provide Comments Prior to Submittal to Housing and Community Development

Assistant Planner Sarah Peters presented General Plan Annual Progress Report 2024 and Housing Element Annual Progress Report.

Public Comment: None.

These Reports were referred to staff.

9. CLOSED SESSION

None.

ADJOURNMENT

Mayor Godeke adjourned the meeting at 10:09 PM.

JASON GODEKE, MAYOR

Diana Paoli, City Clerk

IMAGED (_____)



City of Fort Bragg

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

Text File

File Number: 25-326

Agenda Date: 8/11/2025

Version: 1

Status: Filed

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5J.

Approve Minutes of April 14, 2025



City of Fort Bragg

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

Meeting Minutes City Council

Monday, April 14, 2025

6:00 PM

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

CALL TO ORDER

Mayor Godeke announced Vice Mayor will preside tonight's meeting. Vice Mayor Rafanan called the meeting to order at 6:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

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

CLOSED SESSION REPORT

None.

AGENDA REVIEW

None.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A.** [24-1142](#) Presentation of Mayor's Letter and Plaque Commending Jason Balassi for Thirty Years of Employment with the City of Fort Bragg

Mayor Godeke presented Jason Balassi Letter and Plaque for 30 years of service with City.

- 1B.** [25-100](#) Presentation from Fort Bragg Library

Dan Hess shared slides with music of Fort Bragg Library services along with funding history and shortfall in funding for Friends of Fort Bragg building project.

- 1C.** [25-79](#) Proclamation for National Volunteer Week

Councilmember Peters presented Proclamation to Volunteer Ron White who graciously accepted. Peters thank Ron White for his contributions along with other volunteers in the community who improve City.

- 1D.** Presentation of Proclamation Declaring May 1 - 7, 2025 as Rhododendron Week

Mayor Godeke presented Proclamation to Fran Reinhardt and Rhododendron volunteers who reported the show would be first weekend in May at Botanical Gardens.

1E. [25-101](#) Presentation from Mendocino Coast Humane Society

Judy Martin shared a presentation of the multiple services provided to animals on the coast. Many volunteers and staff improve the lives of animals. Shortfalls occur throughout the year on volunteers and dollars. Grading of road to Humane Society has required more grading and invited City to share in cost.

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

- (1) Sabine Brunner, John Gallo, Peter McNamee, Marilyn Zwak, Paul Clark, Jay McMartin, Michelle Blackwell, Jonathan Webb, and Annemarie Weibel.
- (2) Jacob Patterson
- (3) None.

3. STAFF COMMENTS

City Manager Isaac Whippy gave report.

4. MATTERS FROM COUNCILMEMBERS

Councilmember Peters gave Fire District report. Councilmember Hockett reported Joe Sutphin was appointed to remain on the Fire District Board. He also reported money coming from the County approved by the Board of Supervisors and Public Works will meet to address the roads. Councilmember Albin-Smith reported from committee meetings at League of City which may produce 1 percent more tax dollars for City. Mayor Godeke addressed the focus for future Ad Hoc Mill Site meetings. Meet with the Mayor will happen at the CV Starr on Tuesday April 22, 2025 at 4 PM and at the Farmer's Market Wednesday May 21, 2025 at 3:30 PM. The Ad Hoc Culture and Education committee will meet Wednesday April 23, 2025 at 4:00 PM at Town Hall and digitally. Support for a previously proposed bi-monthly Ad Hoc CV Starr committee was given. Councilmember Albin-Smith and Mayor Godeke agreed to attend.

5. CONSENT CALENDAR

Councilmember Hockett requested that Item 5D be removed from the Consent Calendar for further discussion.

Approval of the Consent Calendar

A motion was made by Councilmember Albin-Smith, and seconded by Mayor Godeke, to approve the Consent Calendar with the exemption of Item 5D. The motion was carried by the following vote:

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

5A. [25-107](#) Adopt by Title Only and Waive Further Reading of Ordinance 1007-2025; Amending Chapter 3.20 (Purchasing, Procurement, And Leasing) And Chapter 3.22 (Informal Bidding Procedures) Of The Fort Bragg Municipal Code

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 1007-2025

- 5B. [25-109](#)** Adopt by Title Only and Waive Further Reading of Ordinance 1008-2025; CEQA Exemption 15061(b)(3) Amending Division 18 Of The Fort Bragg Municipal Code (ILUDC 1-25) To Amend Chapter 18.36 "Parking And Loading" To: 1) Reduce Minimum Parking Requirements For Multifamily Housing; And 2) Amend Chapter 18.35 "Landscaping Standards" To Address Inconsistencies In Landscaping Requirements For Parking Lots.

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 1008-2025

- 5C. [25-108](#)** Adopt by Title Only and Waive Further Reading of Ordinance 1009-2025; CEQA Exemption 15265 Amending Division 17 Of The Fort Bragg Municipal Code (LCP 1-25) To Amend Chapter 17.36 "Parking And Loading" To 1) Modify Minimum Parking Requirements For Multifamily Housing And 2) Amend The Parking Regulation Of The CLUDC To Match Changes Already Approved For The ILUDC By City Council; And 3) Amend Chapter 17.35 "Landscaping Standards" To Address Inconsistencies In Landscaping Requirements for Parking Lots

This Ordinance was adopted on the Consent Calendar.

Enactment No: ORD 1009-2025

- 5E. [25-114](#)** Approve Minutes of October 15, 2024

These Minutes were approved on the Consent Calendar.

- 5F. [25-115](#)** Approve Minutes of November 25, 2024

These Minutes were approved on the Consent Calendar.

ITEMS REMOVED FROM CONSENT CALENDAR

- 5D. [25-110](#)** Approve Toshiba Business Solutions 48-Month Lease of Six Toshiba Printers to Replace Failing Current Ones

Councilmember Hockett asked for figures on longevity and cost of printers currently owned. City Manager Isaac Whippy provided cost breakdown of current printers.

Public Comment: None.

A motion was made by Councilmember Hockett, seconded by Councilmember Albin-Smith, that the Lease Contract be approved. The motion carried by the following votes:

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

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

None.

8. CONDUCT OF BUSINESS**8A. [25-111](#) Extreme Weather Shelter 24/25 Season Report**

Chief Neil Cervenka gave staff report regarding Extreme Weather Shelter 24/25 Season Report.

Public Comment: Jay McMartin.

Discussion: Council received report and asked clarifying questions.

This Report was received by the Council.

8B. [25-97](#) Receive presentation on the 2024 Fort Bragg Police Department Annual Report.

Chief Neil Cervenka gave 2024 Police Department Annual Report.

Public Comment: Jay McMartin.

Discussion: Council received report and asked clarifying questions.

This Report was received by the Council.

9. CLOSED SESSION

Vice Mayor Rafanan recessed the meeting at 7:51 PM; the meeting was reconvened to Closed Session at 7:57 PM.

**9A. [25-117](#) CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code 54956.8
Property: (310 N. Franklin Street, APN 008-154-25-00)
Agency Negotiator: Isaac Whippy
Negotiating Parties: Patrick Saville
Under Negotiation: Price and Terms of Payment**

Vice Mayor Rafanan reconvened the meeting to Open Session at 8:25 PM and reported that no reportable action was taken on the Closed Session item.

ADJOURNMENT

Vice Mayor Rafanan adjourned the meeting at 8:25 PM.

MARCIA RAFANAN, VICE MAYOR

Diana Paoli, City Clerk

IMAGED ()



City of Fort Bragg

416 N Franklin Street
Fort Bragg, CA 95437
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Text File

File Number: 25-327

Agenda Date: 8/11/2025

Version: 1

Status: Filed

In Control: City Council

File Type: Minutes

Agenda Number: 5K.

Approve Minutes of Special Meeting of June 26, 2025



City of Fort Bragg

416 N Franklin Street
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Phone: (707) 961-2823
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Meeting Minutes Special City Council

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

Thursday, June 26, 2025

5:30 PM

Cotton Auditorium, 500 N. Harold Street

MILL SITE WORKSHOP - IN PERSON - LIVE STREAM ON CITY WEBSITE AND FACEBOOK

CALL TO ORDER

Mayor Godeke called the meeting to order at 5:31 PM.

ROLL CALL

Panelist: Isaac Whippy, Walter Kieser, Marie Jones, Cristal Munoz, Robert Pinoli, Chris Hart, Burton Miller and Mendocino Railroad Attorney.

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

1. CONDUCT OF BUSINESS

- 1A. [25-266](#) Engaging the Community in Shaping the Direction and Content of the Mill Site Memorandum of Understanding (MOU) Through a Collaborative, Transparent Process Focused on Land Use Planning

Mayor Godeke began the workshop by outlining its purpose and reviewing the agenda. City Manager Isaac Whippy provided a summary of the background, explaining that the City Council had made a strategic decision to pursue a collaborative planning-based alternative to the ongoing litigation. This decision led to the workshop, which aims to initiate the Memorandum of Understanding (MOU) process.

Mayor Godeke then introduced Consultant Water Keiser, who detailed the contents of the MOU and described the various topics it would cover. He clarified that the MOU is a non-binding agreement with Mendocino Rail, serving as a starting point for this process while aligning with city policy and community input. Additionally, Consultant Marie Jones presented on several related topics.

Members of the public were given three (3) minutes for public comment after each topic.

ADJOURNMENT

Mayor Godeke adjourned the meeting at 9:23 PM.

JASON GODEKE, MAYOR

Diana Paoli, City Clerk

IMAGED (_____)



City of Fort Bragg

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

File Number: 25-330

Agenda Date: 8/11/2025

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8A.

Building Connection and Community: Hosting Fort Bragg's First Longest Table Event on October 5, 2025



CITY COUNCIL STAFF REPORT

TO: City Council **DATE:** August 11, 2025

DEPARTMENT: City Manager's Office

PREPARED BY: Isaac Whippy, City Manager

PRESENTER: Isaac Whippy, City Manager & Pam Bell Events

AGENDA TITLE: Building Connection and Community: Hosting Fort Bragg's First Longest Table Event on October 5, 2025

RECOMMENDATION

Staff recommends that the City Council:

1. Receive this report and presentation on the upcoming Longest Table Fort Bragg event scheduled for October 5, 2025; and
2. Endorse the City's continued support and promotion of the event as a key community-building initiative.

The [Longest Table](#) is a global community engagement initiative designed to bring neighbors together for conversation, connection, and collaboration. Originating in Chelsea, New York, following the COVID-19 pandemic, the Longest Table concept has grown internationally, with more than 28 events scheduled across the U.S., as well as in Paris, London, and Dublin.



South Lake Tahoe 2024 longest table

AGENDA ITEM NO. 8A

The event centers on one simple, yet profound idea: people connect best while sharing a table. Attendees bring a dish or enjoy food provided by local partners and are seated at one long, continuous table in a public space. The shared experience breaks down social barriers, strengthens civic pride, and fosters dialogue among residents who might not otherwise meet.

The City of Fort Bragg will host its inaugural Longest Table Fort Bragg on Sunday, October 5, 2025, in Downtown Fort Bragg. The event is free and open to the public, and it aligns with the City's mission to promote inclusivity, unity, and a thriving community life.

DISCUSSION

Hosting The Longest Table will provide the following key benefits to the community:

1. **Community Building and Social Cohesion**
 - Brings together residents from diverse backgrounds to foster conversation and mutual understanding.
 - Strengthens neighborhood relationships and creates new connections that can lead to lasting collaboration.
2. **Civic Engagement and Public Trust**
 - Demonstrates the City's commitment to supporting events that break down barriers and nurture belonging.
 - Provides a welcoming, low-pressure environment for residents to engage with each other and with City leaders.
3. **Economic and Cultural Impact**
 - Encourages local business participation through food, sponsorship, and volunteer opportunities.
 - Enhances Fort Bragg's reputation as a vibrant, creative, and community-focused city.
4. **Alignment with City's Strategic Goals**
 - Community Enrichment: Promotes events that foster civic pride and social connectivity.
 - Economic Development: Draws visitors to the Downtown Core and supports local restaurants and vendors.
 - Public Engagement: Encourages public participation and creates a positive City presence in community life.

EVENT OVERVIEW

- **Date:** Sunday, October 5, 2025 1-4pm
- **Location:** Downtown Fort Bragg (specific street closures to be finalized)
- **Format:** One long table set in the public right-of-way; attendees bring food or enjoy local offerings.
- **Partners:** Local restaurants, nonprofits, service clubs, and volunteers

The event will also include music, conversation prompts, and opportunities for participants to share stories about community life in Fort Bragg.

FISCAL IMPACT

The total estimated City cost is \$7,300-\$8,000, which will be funded from the approved FY 2025–26 Events Budget. Staff will leverage partnerships and volunteer efforts to minimize expenses while maximizing community benefit

CITY COUNCIL STRATEGIC PLAN CONSISTENCY

- Community Engagement and Pride: Creates a welcoming and inclusive event that enhances Fort Bragg's quality of life.
- Economic Vitality: Supports downtown activation and local business participation.
- City as a Community Partner: Reinforces the City's role as a facilitator of positive, unifying experiences

ATTACHMENTS

1. PowerPoint Presentation of Longest Table transitions.

Join Us for The Longest Table Fort Bragg! 🍴🍽️✨

THE LONGEST TABLE

Fort Bragg, CA

A Community Celebration



The Longest Table,

is a free, community event that brings people together for a shared meal and conversation. It's a simple way to create moments of joy and begin building stronger neighborhoods.



Get ready to connect, share, and celebrate community!

We're so excited to announce **The Longest Table Fort Bragg** – a FREE community meal and conversation event!

SAVE THE DATE

THE LONGEST TABLE

Fort Bragg

Sun. Oct 5

1-3pm

Sponsored by the City of Fort Bragg





Event Details



Date

Saturday, October 5th



Time

1:00 PM – 3:00 PM



Location

Franklin Street, Downtown Fort Bragg

How It Works

THE LONGEST TABLE
Fort Bragg
YOU'RE INVITED to this FREE city sponsored event!
Sunday, October 5th - 1-3PM on N.Franklin St.
Create Community. Eat + Have Fun.
WE rent tables + chairs. YOU bring friends + food.



How can I participate?
info at:
LongestTableFortBragg.eventbrite.com
or scan the QR code.



Sponsored by the City of Fort Bragg

Here's the idea:

The City of Fort Bragg provides tables, chairs, and space.

YOU bring your own meal & beverage, take a seat, and enjoy a wonderful afternoon connecting with neighbors!

Whether you come by yourself or gather your crew as a **Table Captain**, this event is all about fostering human connection and creating joyful moments.

Activities for kids like face painting and chalk art will help to encourage families.

Everyone's Welcome!

Options for everyone! 👉

Local restaurants will be encouraged to offer meal-kits, food trucks will be on-site, and a nonprofit will sell beer & wine (you can also bring your own!).

A Global Movement

It's a global movement that started from a desire for more human connection, and now it's coming to Fort Bragg! All ages, all races, singles, couples, families, and even leashed pets are welcome!

Upcoming Tables:

- Kent, OH (8/3)
- Lower East Side, NYC (8/5)
- Houlton, ME (9/6)
- Greenpoint, NYC (9/13)
- Windsor, CT (9/19)
- Harlem, NYC (9/20)
- North Oaks, MN (9/21)
- Edgewood, NM (9/27)
- Kansas City, MO (10/4)
- Chelsea, NYC (10/5)
- Fort Bragg, CA (10/5)
- San Francisco, CA (10/5)
- Winston-Salem, NC (10/5)
- Gotham Park, NYC (10/11)
- Oklahoma City, OK (10/25)

Over 30 of The Longest Tables will be held this year!

Longest Tables have been held globally in at least 12 other international cities including:

- Paris, France
- Vienna, Australia
- Sydney, Australia
- Cairo, Egypt
- Accra, Ghana
- Żabbar, Malta
- Singapore
- Lisbon, Portugal



"It started with a simple idea - to gather neighbors and share a meal around a table down the middle of an NYC block. After two years of the pandemic, it was time to get together and enjoy time with neighbors."



"In Short, The Longest Table Was a Feast of Much-Needed Neighborhood Fun. 'I have never seen New Yorkers so happy. You could feel it in the air.'"



"500 New York City neighbors came together to share a meal at 'the longest table' on a busy street...to help the city we love recover and rebuild, and to energize and inspire others to act by creating moments of joy."

THE LONGEST TABLE

FORT BRAGG, CA

Take a Seat.

Share a Meal.

Meet your Neighbor.



City of Fort Bragg

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CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of [Section 54956.9](#) (One case)