



# City of Fort Bragg

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

## Meeting Agenda City Council

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

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Monday, November 13, 2023

6:00 PM

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

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### COUNCILMEMBERS PLEASE TAKE NOTICE

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

### ZOOM WEBINAR INVITATION

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

*You are invited to a Zoom webinar.*

*When: Nov 13, 2023 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/89509534233>*

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

*Webinar ID: 895 0953 4233*

*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.*

### AGENDA REVIEW

### 1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A. [23-375](#) Presentation of Proclamation Recognizing November as Native American Heritage Month

**Attachments:** [18- Native American Heritage Month](#)

## **2. PUBLIC COMMENTS ON: (1) NON-AGENDA, (2) CONSENT CALENDAR**

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

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

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

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

## **3. STAFF COMMENTS**

## **4. MATTERS FROM COUNCILMEMBERS**

## **5. CONSENT CALENDAR**

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

- 5A. [23-385](#) Approve Scope of Work for a Request for Proposals for Professional Services for Preparation of a Biosolids Treatment and Disposal Feasibility Study

**Attachments:** [RFP Scope of Work - Biosolids Feasibility Study](#)

- 5B. [23-368](#) Receive and File Minutes of the Public Safety Committee Meeting for June 21, 2023

**Attachments:** [Public Safety Committee Minutes](#)

- 5C. [23-389](#) Receive and File Minutes of the April 12, 2023 Finance and Administration Committee Meeting

**Attachments:** [FAC 04122023](#)

- 5D. [23-382](#) Receive and File Minutes of the Finance and Administration Committee Meeting of June 14, 2023

**Attachments:** [FAC 06142023](#)

- 5E. [23-383](#) Receive and File Minutes of the Finance and Administration Committee Meeting of August 24, 2023

**Attachments:** [FAC 08242023](#)

- 5F. [23-384](#) Receive and File Minutes of the Finance and Administration Committee Meeting of October 11, 2023

**Attachments:** [FAC 10112023](#)

- 5G. [23-391](#) Approve Minutes of October 23, 2023 City Council meeting

**Attachments:** [CCM20231023](#)

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

## **7. PUBLIC HEARING**

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

## **8. CONDUCT OF BUSINESS**

- 8A. [23-399](#) Approve an Update to the City of Fort Bragg Personnel Rules and Regulations Regarding Catastrophic Leave Program

**Attachments:** [11132023 Staff Report Catastrophic Leave Program](#)  
[Redline Catastrophic Leave Program](#)

- 8B. [23-374](#) Receive Report and Consider Adoption of Fort Bragg Municipal Improvement District Resolution Approving Professional Services Agreement with HDR Engineering, Inc to Prepare the WasteWater Collection System Master Plan, City Project No. WWP-00021, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$725,000; Account No. 716-7009-0731)

**Attachments:** [11132023 Collection Systems Master Plan PSA Report](#)  
[Att 1 - Reso ID HDR WW Collection Systems Master Plan PSA](#)  
[Att 2 - Collection System RFP 09182023](#)  
[Att 3 - HDR Scope of Work Excerpt](#)  
[Att 4 - Budget and Scope of Costs Before and After](#)

- 8C. [23-387](#) Approval of Agreement with the County of Mendocino to Terminate Leasehold and Cooperative Agreement Pertaining to the Operation of the Animal Control Facility Located at 19701 Summers Lane, Fort Bragg, CA

**Attachments:** [11132023 Staff Report Animal Control Facility](#)  
[Att 1 - Animal Shelter Agreement 23-181](#)

- 8D. [23-390](#) Resolution of the Fort Bragg City Council Approving Professional Services Agreement with City Management Advisors, LLC, dba Peckham & Mckenney to Provide Executive Recruitment Services for the Position of City Manager and Direct Staff to Agendize a Professional Service Agreement for Action by City Council (Not To Exceed \$27,000; Account # 110-4110-0319 for \$10,000; Account # 110-4130-0319 For \$17,000)  
 (Amount Not To Exceed \$27,000; Account No. 110-4110-0319 For \$10,000; Account No. 110-4130-0319 For \$17,000)

**Attachments:** [RESO CM Recruitment](#)  
[CM Recruitment Proposal](#)

**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, DECEMBER 11, 2023**

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 November 9, 2023.

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Diana Sanchez  
 Administrative Analyst



# City of Fort Bragg

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

File Number: 23-375

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**Agenda Date:** 11/13/2023

**Version:** 1

**Status:** Mayor's Office

**In Control:** City Council

**File Type:** Proclamation

**Agenda Number:** 1A.

Presentation of Proclamation Recognizing November as Native American Heritage Month

# PROCLAMATION NATIVE AMERICAN HERITAGE MONTH

**WHEREAS**, Native American Heritage Month recognizes the significant contributions the first Americans made to the establishment and growth of the United States and pays tribute to the rich ancestry and traditions of Native Americans; and

**WHEREAS**, while we celebrate Indigenous peoples past and present, we do so knowing that America has not always delivered on its promise of equal dignity and respect for Native Americans; and

**WHEREAS**, for centuries, broken treaties, dispossession of ancestral lands, and policies of assimilation and termination sought to decimate Native populations and their ways of life; and

**WHEREAS**, despite this painful history, Indigenous peoples, their governments, and their communities have persevered and flourished; and

**WHEREAS**, today, there are many people living in the City of Fort Bragg who identify as Native American; and

**WHEREAS**, Native Americans are teachers, scholars, scientists, doctors, writers, artists, musicians, activists, business leaders, first responders, elected officials, and so much more, making immeasurable contributions to our community; and

**WHEREAS**, the City of Fort Bragg is committed to the values of dignity, inclusivity, and respect for all individuals, regardless of ethnic or national origin, gender, race, religious affiliation, sexual orientation, or immigration status; and

**WHEREAS**, we will advocate for efforts that promote visibility of the rich and diverse Native American cultures, address the tragedies of missing and murdered indigenous peoples, and are committed to teaching our youth the truthful history of this Nation.

**NOW**, therefore, be it resolved, that I, Bernie Novell, Mayor of the City of Fort Bragg, do hereby proclaim November 2023 to be **Native American Heritage Month** and urge all Fort Bragg residents to learn more about the people who first called this Nation home— in the spirit of growth, healing, and hope for a better hereafter.

**SIGNED** this 13th day of November, 2023

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

**ATTEST:**

\_\_\_\_\_  
**CRISTAL MUNOZ, Acting City Clerk**

No. 18-2023





# City of Fort Bragg

416 N Franklin Street  
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Phone: (707) 961-2823  
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## Text File

File Number: 23-385

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**Agenda Date:** 11/13/2023

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Scope of Work

**Agenda Number:** 5A.

Approve Scope of Work for a Request for Proposals for Professional Services for Preparation of a Biosolids Treatment and Disposal Feasibility Study



**CITY OF FORT BRAGG**  
**REQUEST FOR PROPOSALS TO COMPLETE A**  
**BIOSOLIDS TREATMENT AND DISPOSAL**  
**FEASIBILITY STUDY**

The City of Fort Bragg (City) is seeking proposals from qualified engineers interested in contracting with the City of Fort Bragg to prepare a Feasibility Study with a Technical Memorandum (Basis of Design) for Biosolids Treatment and Disposal at the City's Wastewater Treatment Plant.

**PROJECT NEED AND DESCRIPTION**

The City's preliminary goals for this biosolids treatment and disposal study are:

1. Dry biosolids (80-90%) to reduce costs associated with trucking
2. Minimize the city's reliance on outside contractors for biosolids disposal
3. Increase beneficial use of biosolids(Class A) within the City and surrounding community
4. Reduce truck traffic and the associated carbon footprint by increasing the solids content of biosolids off-hauled
5. Provide a treatment and disposal option for commercial organics and fats, oils and greases (FOG)

The City intends to award a Professional Services Agreement (PSA) to the engineering consulting firm that meets the requirements listed below and has a history of successfully performing similar services. The results of this study will be used to design and implement a Capital Improvement Project.

**BACKGROUND**

The City of Fort Bragg operates a wastewater treatment plant (WWTP) at 281 Jere Melo Street, Fort Bragg, CA 95437. The WWTP collects and treats approximately 350 million gallons per week of municipal wastewater, serving a population of approximately 7,000.

In 2018, the City awarded a construction contract to renovate the aging facility to current technological standards utilizing an activated sludge treatment process. Although those improvements were successful, we still have difficulty with disposal of biosolids produced from the current system. The belt filter press reduces moisture content to 15-18% solids. Two drying beds allow for additional reduction in moisture content. Incorporating equipment/technology such as a biosolids dryer would greatly condense biosolids and help minimize handling the material.

In order to identify a long-term solution, the City is seeking to explore the feasibility of adding solids drying equipment to the wastewater treatment plant process. The City is aware of several thermal drying



technologies and is interested in pursuing this technology and other alternatives to produce a Class A product.

With the increase in regulations encouraging the reuse/recycling of organic waste, such as SB1383, it is important to take into account the possibility of processing green waste with the biosolids. Processing these two types of materials together into Class A biosolids or biochar would help reduce the amount of organic waste in the waste stream and provide a material that could be used throughout the community.

## **SCOPE OF WORK**

The scope of work for this Feasibility Study will include the following analyses:

1. **Equipment Sizing** – The selected consultant will work with the City of Fort Bragg to specify “right sized” biosolids treatment equipment/technologies that offers the technical capability to meet the City’s needs, given: 1) properties of existing effluent; 2) existing biosolids production volumes; 3) existing wastewater treatment plant operational data; and 4) other related information and data as requested.
2. **Regulatory Issues** – The consultant shall prepare an overview of the regulatory process, challenges, and costs for biosolids treatment equipment located within the California Coastal Zone. Information related to agencies which would have authority over the project, what permits would be required, what studies will need to be completed, a general timeline for the permitting process, and an overview of the primary regulatory hurdles.
3. **Biosolids Application** – The consultant will review current Federal, State, and Local requirements for Class A and Class A exceptional biosolids and Identify City properties and potential local partners that may be eligible to receive land application of class A Biosolids.
4. **Schematic design** – The consultant shall prepare a schematic design for the biosolids treatment and disposal process that emphasizes flexibility, and possibly a modular system so that the system can be increased in size as demand warrants.
5. **Technical Issues** – The selected consultant will identify and analyze the full range of technical issues surrounding this project including at minimum the following: processing existing effluent, power sourcing, plant siting analysis, connecting the equipment with the existing City wastewater treatment facility, biosolids storage, and treatment and/or disposal.
6. **Construction Cost Estimate** – The consultant shall prepare a cost estimate for the construction and/or purchase of the necessary equipment, including all hard and soft construction costs.
7. **Operating Cost Estimate** – The consultant shall prepare an operating cost estimate that provides a detailed understanding of how the biosolids treatment and disposal operation will impact maintenance and operations costs in terms of labor, supplies, material disposal, maintenance and power costs for the City’s Wastewater Enterprise.
8. **Submittal of an electronic copy of the final study.**



# City of Fort Bragg

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## Text File

**File Number: 23-368**

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**Agenda Date:** 11/13/2023

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Committee Minutes

**Agenda Number:** 5B.

Receive and File Minutes of the Public Safety Committee Meeting for June 21, 2023



# City of Fort Bragg

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

## Meeting Minutes Public Safety Committee

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Wednesday, June 21, 2023

3:00 PM

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

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### MEETING CALLED TO ORDER

Meeting Chair Peters opened the meeting at 3:16 PM

### ROLL CALL

**Present:** 2 - Lindy Peters and Jason Godeke

**Absent:** 1 - Bernie Norvell

### 1. APPROVAL OF MINUTES

1A. [23-151](#) Approve Minutes of the Public Safety Committee Meeting December 21, 2022.

Moved by Chair Peters and seconded by Council Member Godeke that the minutes be approved as presented.

### 2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

### 3. CONDUCT OF BUSINESS

3A. [23-152](#) Proposed Ordinance for Vacant Property Registration

Code Enforcement Officer Leinen presented the proposed ordinance that was put together based off his research from other California cities. Leinen stated the benefits of the proposed ordinance to the City. Code Enforcement staff is developing the fee schedule and he would supply this information at a future meeting.

Captain O'Neal provided examples of how the proposed ordinance works and the benefits to the City.

Chair Peters reiterated the procedures Code Enforcement Officers go through with any complaints made and the issues regarding commercial properties.

The Committee agreed to bring back the proposed ordinance once a fee schedule is completed and the City Attorney reviews the proposed ordinance.

Public comment made by Jacob Patterson.

**3B. [23-153](#)** Discuss FBMC Chapter 15.06 Automatic Fire Sprinkler And Alarm Systems

Fire Chief Orsi explained that several years ago there was specific wording taken out the FBMC Chapter 15.06 that caused confusion regarding fire sprinklers. He plans to amend the wording on the current code to reflect explanatory information on the permit amounts so that there is equality among the community and all comply with the requirements.

Chairman Peters made the recommendation to bring the topic forward to City Council as an agenda item.

**3C. [23-192](#)** Discuss Skunk Train Whistle after Hours

Captain O'Neal provided background information on the Federal Railroad Administration (FRA) mandates regarding sounding train whistles at all intersections. The City does not have the ability to override the FRA mandates but does have the ability to enact a "Quiet Zone". Captain O'Neal goes into depth regarding the safety measures that need to be in place in order to enact a "Quiet Zone" and the application process.

Public comments were made by:

Malia Elsner  
Roger Paul  
Jacob Patterson  
Lari Shea  
Tammy Bray

Chairman Peters communicated to the public he is aware and understands their concerns regarding the after hour whistle sounding but he reminds the public that for now we have to respect the outdated law that the Federal Railroad Administration has in place.

Council Member Godeke agreed that this topic has become acute mainly due to the afterhours train whistle. He would like more research done on the potential cost if the City is responsible for all the changes involved.

Chairman Peters recommended that a member from the Skunk Train attend a committee meeting to have input on the discussion. He suggested continuing the discussion until the next committee meeting.

**4A. [23-154](#)** Receive Oral Update from Staff on Departmental Activities

Chairman Peters recommended that in the next committee meeting we discuss electric bicycles going too fast on the Coastal Trail. He has had numerous complaints from the community and would like to hold a discussion on speeders.

Chief Orsi gave his update on a new engine that is going to be delivered in July.

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**4. MATTERS FROM COMMITTEE / STAFF**

Captain O'Neal commented on numerous changes within the Police Department and mentioned the Pudding Creek Bridge "hard shut down nights" and what is planned for those nights when no through traffic can access the bridge.

**ADJOURNMENT**

Chair Peters adjourned the meeting at 4:17 PM





# City of Fort Bragg

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## Text File

File Number: 23-389

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**Agenda Date:** 11/13/2023

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Committee Minutes

**Agenda Number:** 5C.

Receive and File Minutes of the April 12, 2023 Finance and 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

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Wednesday, April 12, 2023

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

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### MEETING CALLED TO ORDER

Chair Albin-Smith called the meeting to order at 4:00 PM.

### ROLL CALL

**Present:** 2 - Marcia Rafanan and Tess Albin-Smith

### 1. APPROVAL OF MINUTES

1A. [23-112](#) Approve minutes of January 11, 2023

A motion was made by Chair Albin-Smith, seconded by Co-Chair Rafanan, that the Committee Minutes be approved for Council review. The motion carried by a unanimous vote.

### 2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

### 3. CONDUCT OF BUSINESS

3A. [23-118](#) Receive Reportable Items Report: Includes Treasury Report, Approved Intradepartmental Budget Transfers, Contracts Under \$25k Approved by the City Manager, Contract Change Orders Not Exceeding 10% of Contract, and Disbursements Listing

Finance Director, Isaac Whippy gave an update on reportable items. He presented in detail about the Treasury Report and the City's Investments including checking and investment balances. Interest rates for certificate of deposits are currently at 4.8% which make them very attractive. Cash and Investment balances are allocated as follows: 40% CD's, 4% US Government Bonds, 14% US Bank Checking Account and 42% Local Agency Investment Fund (LAIF). 56% of investments are available within 30 days. All CD's are under \$250,000 to ensure they are insured by the FDIC. There was brief report on Contracts under 25k as well as change orders and the disbursement list of checks for the city.

Public Comment: Jacob Patterson.

Discussion: Chair Albin-Smith requested clarification about funds withdrawn from LAIF. Director Whippy clarified that the funds were used for the Parents and Friends Project and operating needs. She also had questions about whether the portfolio's of the banks that the funds are in are looked into to see if they are "responsible investors." Chair Albin-Smith asked about how the failures of the banks affected the city. Director Whippy stated that the city had not been affected.



**3B. [23-113](#)** Receive Oral Update from Staff on Departmental Activities

Finance Director, Isaac Whippy stated that the budget workshop will be May 24, 2023 at Town Hall. The draft budget will be released on May 19, 2023. The Utility Assistance is program is still available for \$1000 through the CDBG program and \$2000 is available through LIWEAP, North Coast Energy Services. City Manager, Peggy Ducey announced that Cristal is Acting City Clerk for the next 6 weeks and Diana is assisting her. Ducey will be presenting two salary and compensation surveys, one for the police salary and one for all other staff. The focus for the next month to a year will be automation of paperwork and processes in the different departments.

Public Comment: Jacob Patterson.

Discussion: There was discussion about the software that will be needed for the automation project and what that cost will be. Also discussed were the salary surveys and how the cost of living in this area is rather high and that should be taken into consideration when reevaluating salaries.

**4. MATTERS FROM COMMITTEE / STAFF**

None.

**ADJOURNMENT**

Chair Albin-Smith adjourned the meeting at 4:30 PM.



# City of Fort Bragg

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## Text File

File Number: 23-382

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**Agenda Date:** 11/13/2023

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Committee Minutes

**Agenda Number:** 5D.

Receive and File Minutes of the Finance and Administration Committee Meeting of June 14, 2023



# City of Fort Bragg

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

## Meeting Minutes Finance and Administration Committee

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Wednesday, June 14, 2023

4:00 PM

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

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### AMENDED

#### MEETING CALLED TO ORDER

Chair Albin-Smith called the meeting to order at 4:00 PM.

#### ROLL CALL

**Present:** 2 - Marcia Rafanan and Tess Albin-Smith

#### 1. APPROVAL OF MINUTES

**1A.** [23-148](#) Approve Minutes of April 12, 2023

A motion was made by Chair Albin-Smith, seconded by Co-Chair Rafanan, that the Committee Minutes be approved for Council review. The motion carried by a unanimous vote.

**Aye:** 2 - Committee Member Rafanan and Committee Member Albin-Smith

#### 2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

#### 3. CONDUCT OF BUSINESS

**3A.** [23-146](#) Receive Consultant Draft Impact Fee Nexus Study Presentation and Make Recommendations for Next Steps

Finance Director, Isaac Whippy introduced Allison Lechowicz of Lechowicz & Tseng (L&T) who presented a comprehensive analysis on the Impact Fee Nexus Study in accordance with AB 602. Committee members would like to see a more gradual increase in fees, and requested that the Finance and Administration Committee present additional scenario's for a more gradual increase in fees.

Public Comment: Jacob Patterson, Jenny Shattuck, Paul Clark, and Jay Rosenquist.

Discussion: There was discussion about the projected population growth. There was also discussion about the large dollar amount increase in fees for new developments, including single family residences, multi-family, commercial, industrial and lodging.

**3B.** [23-190](#) Receive the 2022 City of Fort Bragg Compensation Study and Provide Direction to Staff

City Manager, Peggy Ducey reported on the City of Fort Bragg 2022 Compensation Study Report. The study included salary and cost of benefits comparison. Compensation was then

compared to other cities. Most positions are considered competitive within the City. Nine positions are above comparable market rate, seven positions are considered competitive and three positions were below the median compensation rate. The three positions below the median compensation rate were the Director of Community Development, the City Clerk and the Public Works Operations Manager. The recommendation to City Council is to create a new salary schedule for the City Clerk and for the PW Operations Manager due to the fact that they were so below the market.

Public Comment: Jacob Patterson, and Jay Rosenquist

Discussion: There was discussion about whether job descriptions and tasks lists were obtained to compare job descriptions with other cities. It was noted that more clerical support is needed.

- 3C. [23-188](#)** Review Proposed Fees for the CV Starr Center and Receive Recommendation from the Finance & Administration Committee to Conduct a Public Hearing to Review the CV Starr Fees for Fiscal Year 2023-24

CV Starr Administrator Moneque Wooden presented the proposed fees for fiscal year 2023-24. It was noted that the current fees are the same from 2012 when the minimum wage was \$8 dollars per hour. Today the minimum wage is \$15.50 per hour. Also noted that the cost of propane has doubled. Finance Director, Isaac Whippy suggested that this proposal be brought back to the July 12th Finance and Administration Committee Meeting.

Public Comment: Jay Rosenquist.

Discussion: There was discussion about other ways to fund the cost of running the CV Starr Center other than increasing the fees. Whippy stated that they will be taking another look at the fees and provide the feedback to the CV Starr Ad-hoc Committee to make a recommendation to the Finance and Administration Committee.

- 3D. [23-179](#)** Receive Reportable Items Report: Includes Treasury Report, Approved Intradepartmental Budget Transfers, Contracts Under \$25k Approved by the City Manager, Contract Change Orders Not Exceeding 10% of Contract, and Disbursements Listing

Finance Director, Isaac Whippy presented on reportable items. Whippy gave a summary on the treasury report, including all of the city's assets, investments and disbursements. He noted that the interest income has exceeded budget expectations. He also mentioned that investment Certificate of Deposit's are kept under \$250k in order for the principal to remain FDIC insured. There are also investments in Local Agency Investment Fund (LAIF) which is the state pool which yields great returns and additional investments in government bonds. Whippy also gave a brief update on contract change orders for the Water Meter Replacement Project and the Bollard Streets Project. The three contracts approved by the City Manager included PARS, Foster & Foster Consulting Actuaries and Waterworks Industries were also presented.

Public Comment: None.

Discussion: Councilmember Albin-Smith had questions about the disbursements which Whippy clarified. He mentioned that employee credit cards will be issued to CV Starr employees in order to eliminate charges on employees personal credit cards. Councilmember Rafanan also had questions on expenditures and Whippy offered to pull invoices in order to clarify.

- 3E. [23-157](#)** Receive Oral Update from Staff on Departmental Activities

Government Accountant, Laura Bianchi Limbird informed that they have set up a credit card

payment system called MuniPay and can now take credit card payments for everything, not just utility payments. As for utility assistance, she also mentioned that large balances have been paid down for the most part. LIWEAP is still available for utility assistance. The new Water Smart Program is more useful for the new meters and it detects leaks. 73 delinquent business license notices were mailed out last week. The new single family residential water meters should arrive next week. The CV Starr transition to the city is going smoothly. They are now able to revert accounts into property owners names. Finance is fully staffed.

Public Comment: None.

Discussion: Councilmember Albin-Smith asked if the decrease in electricity cost has been reviewed since putting in the LED lighting. Mr. Whippy stated they are waiting for the next bill in order to make comparisons.

#### **4. MATTERS FROM COMMITTEE / STAFF**

#### **ADJOURNMENT**

Chair Albin-Smith adjourned the meeting at 6:10 PM.



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## Text File

File Number: 23-383

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**Agenda Date:** 11/13/2023

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Committee Minutes

**Agenda Number:** 5E.

Receive and File Minutes of the Finance and Administration Committee Meeting of August 24, 2023



# City of Fort Bragg

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## Meeting Minutes Finance and Administration Committee

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Thursday, August 24, 2023

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

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### Special Meeting

#### MEETING CALLED TO ORDER

Chair Rafanan called the meeting to order at 4:02 PM

#### ROLL CALL

Present: 2 - Marcia Rafanan and Tess Albin-Smith

#### 1. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Jenny Shattuck, and Jay Rosenquist.

#### 2. CONDUCT OF BUSINESS

- 2A. [23-284](#)** Receive Report from the City's Sales Tax Consultant- Thomas Adams of Avenue Insights & Analytics on Quarter 3 2023 Sales Tax and Business Activity

Thomas Adams of Avenu Insights & Analytics presented on Quarter 3 2023 Sales Tax and Business activities. The Top 25 Sales Tax Producers are about 66% of total local businesses. Primary sales tax generators are food, transportation, retail, construction and business to business. Projections are conservative going forward due to the uncertainty in the economy.

Public Comment: Paul Clark

Discussion: Councilmember Albin-Smith requested sales tax be listed in order by performance. Adams clarified that the ranking is confidential. There were questions about Amazon sales tax. Adams explained the details of process for collecting those sales taxes.

- 2B. [23-275](#)** Receive Draft Impact Fee Nexus Study Presentation and Make Recommendations to City Council for Fee Schedule Updates

Public Works Assistant Director of Engineering Chantell O'Neal gave a summary on the Draft Impact Fee Nexus Study. Alison Lechowicz presented the Impact Fee Nexus Study. She noted that Assembly Bill 602 requires impact fees be updated every eight years. Three potential fee options were given with the intention of informing the committee members of all of the different options. It was decided to recommend to Council that the over-all fees do not go up, but rather that they be allocated differently to include different departments.

Public Comment: Paul Clark, Jacob Patterson, John, and Jay Rosenquist

Discussion: There was discussion about the projected growth of Fort Bragg. However, there was concerns about increasing fees, which could potentially impede projected growth even further. The estimated cost of obtaining a permit for a single family home was also discussed.

Similarly, it was mentioned that there is potential for growth on the headlands and that this area has not been zoned yet. This makes it difficult for committee members to consider a decision about increasing fees.

**2C. [23-285](#)** Receive Report on Credit Card Fees/Processing Fee Set-up for Non-Utility Payments

Finance Director Isaac Whippy presented the staff report on credit card fees and processing fees set up for non-utility payments. A 3% convenience fee is proposed in order to pass the cost of using the terminal to the customer. There are other options for customers to pay that do not incur fees including paying by check or cash.

Public Comment: Jay Rosenquist

Discussion: The \$5 fee for paying over the phone was discussed. It was clarified that this fee is only for phone transactions and not in person transactions.

**2D. [23-286](#)** Receive Oral Update from Staff on Departmental Activities

Government Accountant III Laura Bianchi-Limbird gave an update on departmental activities. The internal control audit is underway. Single family home meters have been back-ordered since April; they have only received 500 of about 2000 that need to be installed. Staff is currently being cross-trained. There are still 55 unpaid business licenses that are currently being followed up on. Finance Director Whippy informed us that they are looking for an online portal that would allow businesses to renew their business licenses online. They are also currently working with the CV Starr Ad-hoc Committee for the transition of the CV Starr to the city. Processes and personnel needs are being evaluated.

Public Comment: None.

Discussion: There was discussion about the door hangers that Coleman is putting up about the water meter replacements being only in one language. A request is going to be made to Coleman to print them in double-sided in both English and Spanish. It was explained that the old water meters are by radio and require an employee to go to every home every month and read them and the new ones will automatically be sending updates every hour. There was also discussion about fee changes for CV Starr and how a workshop about proposed increased fees may be helpful to give a clear picture of the financial needs of CV Starr.

**3. MATTERS FROM COMMITTEE / STAFF**

City Manager Peggy Ducey thanked the Human Resources Manager for expanding her recruitment efforts. There were 28 applicants for the Administrative Assistant position of which three will be hired in different departments. Other staff is continuing to train in City Clerk duties.

**ADJOURNMENT**

**Councilmember Rafanan adjourned the meeting at 5:54 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: 23-384

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**Agenda Date:** 11/13/2023

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Committee Minutes

**Agenda Number:** 5F.

Receive and File Minutes of the Finance and Administration Committee Meeting of October 11, 2023



# 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

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Wednesday, October 11, 2023

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

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### MEETING CALLED TO ORDER

Chair Albin-Smith called the meeting to order at 4:00 PM.

### ROLL CALL

**Present:** 2 - Marcia Rafanan and Tess Albin-Smith

### 1. APPROVAL OF MINUTES

### 2. PUBLIC COMMENTS ON NON-AGENDA ITEMS

Jacob Patterson

### 3. CONDUCT OF BUSINESS

- 3A. [23-235](#)** Adopt City Council Resolution Approving an Update to the City of Fort Bragg Personnel Rules and Regulations Regarding Catastrophic Leave Program

Finance Director, Isaac Whippy presented the proposed changes with redline of the Resolution Approving an Update to the City of Fort Bragg's Personnel Rules and Regulations Regarding Catastrophic Leave Program. The committee members recommended that this item be presented to council as a Conduct of Business item.

Public Comment: Jacob Patterson.

Discussion: There was discussion about how long the catastrophic period should be. Whippy reminded the council that when an employee goes on an extended medical leave, they will seek state disability, he also noted that there would be possible implications to the budget if the period is extended and/or if the employee donating the leave is paid at a lower rate than the receiving employee.

- 3B. [23-337](#)** Receive Asset Forfeiture Fund Year-End Report and Budget Reconciliation for FY 2022-23

Administrative Analyst, Lesley Bryant presented the Asset Forfeiture Annual Report. The larger expenditures from the general discretionary fund include license plate reader cameras, the traffic cameras and the Tough Books for the police fleet.

Public Comment: None.

Discussion: Councilmember Albin-Smith expressed happiness to see that there was a donation to a non-profit. They also discussed how the money comes into The Asset Forfeiture Fund, Bryant clarified the money comes from the County of Mendocino Asset Foreiture Program in random amounts.

Whippy stated discretionary spending is as follows:

Police Chief up to \$5k  
City Manager \$5k to \$10k  
City Council over \$10k

- 3C.** [23-305](#) Receive Reportable Items Report: Includes Treasury Report, Approved Intradepartmental Budget Transfers, Contracts Under \$25k Approved by the City Manager, Contract Change Orders Not Exceeding 10% of Contract, and Disbursements Listing

Finance Director, Isaac Whippy gave a detailed report on Q4 2023 Reportable Items including the city's total investment portfolio, interdepartmental budget transfers, contracts under \$25k approved by the City Manager, contract change orders and disbursement listing.

Public Comment: None.

Discussion: There was in depth discussion about the 8 contracts under \$25k that were approved by the City Manager. Whippy clarified what the contracts included. Interdepartmental budget transfers were also discussed.

- 3D.** [23-334](#) Receive Oral Update from Staff on Departmental Activities

Finance Director, Isaac Whippy gave an update on staff activities. He stated that they are still in the water meter change out process. All of the bigger meters have been changed out and they are currently working on replacing the approximately 2500 smaller meters for residential. There will be a report presented at the next City Council Meeting on the CV Starr transition plans, including the restructure, and financial analysis.

Public Comment: None.

Discussion: Councilmember Albin-Smith asked if Whippy had any concerns about the budget. He stated that the main concern is the instability in the market and inflation. He stated they will get a better picture of the financial situation at the Mid Term Budget Workshop.

#### **4. MATTERS FROM COMMITTEE / STAFF**

#### **ADJOURNMENT**

Councilmember Albin-Smith adjourned the meeting at 5:05 PM.



# City of Fort Bragg

416 N Franklin Street  
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## Text File

File Number: 23-391

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**Agenda Date:** 11/13/2023

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5G.

Approve Minutes of October 23, 2023 City Council meeting



# City of Fort Bragg

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

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

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Monday, October 23, 2023

6:00 PM

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

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### CALL TO ORDER

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

### PLEDGE OF ALLEGIANCE

### ROLL CALL

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

### AGENDA REVIEW

#### 1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A.** [23-355](#) Presentation of Proclamation Declaring October 9 - October 15, 2023 as Code Enforcement Officer Week

Vice Mayor Godeke presented the Proclamation Declaring October 9 - October 15, 2023 as Code Enforcement Officer Week. The City of Fort Bragg's Code Enforcement Officers Valerie Stump and George Leinen received the proclamation and thanked the City Council for the recognition.

- 1B.** [23-354](#) Presentation of Proclamation Declaring September 15 - October 15, 2023 as Latino Heritage Month

Mayor Norvell read the Proclamation declaring September 15 - October 15, 2023 as Latino Heritage Month. Acting City Clerk Diana Sanchez received the proclamation on behalf of the Fort Bragg Latino Community and thanked City Council for recognizing her community.

- 1C.** [23-362](#) Presentation of Proclamation Declaring October Breast Cancer Awareness Month

Councilmember Peters read the Proclamation declaring October Breast Cancer Awareness Month. Judy Whitlock of Soroptomist International of Noyo Sunrise was called up to receive the proclamation. She thanked the City Council for the proclamation which will help increase awareness.

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

- (1) Ron White, Richard Miller, Jay Rosenquist, George Reinhardt, and Jacob Patterson
- (2) None
- (3) Jacob Patterson

### **3. STAFF COMMENTS**

City Manager Peggy Ducey gave an update on the new phone system and the lost calls. She also mentioned the upcoming Magic Market. Finance Director Whippy updated on the pool closure from November 1 - November 10 at the CV Starr, for critical pool repairs and lifeguard recertification.

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

Councilmember Rafanan had no updates. Councilmember Peters stated that the Public Safety Committee met last week and had a code enforcement officer present. They will be looking into implementing a vacancy tax for businesses primarily in downtown but will extend into the community for properties and residences. Peters also mentioned Council could not comment on railroad matters due to current litigation proceedings. Councilmember Albin-Smith, member of the Soroptomist International Noyo Sunrise stated that giving patients a pink rose has helped encourage women to get breast exams. She also mentioned that she had been traveling internationally to provide more information and promote the cause. Albin-Smith reminded everyone about the Visit Fort Bragg's Magic Market event this Saturday where there will be food vendors, activities, 90 plus vendors and live music from 11-4pm for the community. Vice Mayor Godeke informed that the Hazmobile will be back to the Caspar Transfer Station on Thursday November 30, 2023, the times will be announced before the event. He further thanked the public for attending the open forum at CV Starr. Mayor Norvell had no updates.

### **5. CONSENT CALENDAR**

**A motion was made by Councilmember Peters, seconded by Councilmember Albin-Smith, that the Consent Calendar be approved. The motion carried out by the following vote:**

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

- 5A. [23-319](#)** Adopt City Council Resolution Appointing Director and Alternate Director to Represent and Vote on Behalf of the City of Fort Bragg on the Redwood Empire Municipal Insurance Fund (REMIF) Board of Directors

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

- 5B. [23-363](#)** Resolution of the Fort Bragg City Council approving the removal of Public Works Administrative Analyst and add an additional Engineering Technician to the Fort Bragg Employee Organization classifications and confirming the pay rates/ranges for all City of Fort Bragg established classifications; approving Budget Amendment 2023/24-08; Account Number 110-4330-various)

This Resolution was adopted on the Consent Calendar.

5C. [23-357](#) Approve Minutes of October 10, 2023

These Minutes were approved on the Consent Calendar.

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

Councilmember Rafanan spoke to members of the community about swim team concerns. Mayor Norvell also spoke to community members about swim team concerns.

## **7. PUBLIC HEARING**

7A. [23-339](#) Conduct Public Hearing, Receive Report, Receive Finance & Administration Committee Recommendation, and Consider Adoption of City Council Resolution Approving Updates to the City's Impact Fee Schedule

### **Mayor Norvell opened the public hearing at 6:36 PM.**

Assistant Director of Engineering, Chantell O'Neal and Alison Lechowicz of Lechowicz + Tseng Municipal Consultants presented the staff report on this item.

Public Comment: Jay Rosenquist, and Jacob Patterson

### **Mayor Norvell closed the public hearing at 7:20 PM.**

Discussion: O'Neal began the discussion by acknowledging the amendment of Exhibit A for the resolution. Council accepted the amendment as presented. Councilmember Albin-Smith stated that when this item was discussed at the Finance and Administration meeting she recommended that rather than lowering fees, they use the excess (up to the current amounts) for the new fees. Councilmember Peters thanked staff and the consultant for their work. Mayor Norvell thanked and supports staff and the consultant as well. He also made a recommendation for staff to bring back the fees for the Fire Department, CV Starr and Police Department to a future Public Hearing.

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

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

7B. [23-360](#) Conduct Public Hearing, Receive Report, Receive Finance & Administration Committee and the C.V Starr Ad-Hoc Council Committee Recommendation, and Consider Adoption of City Council Resolution Approving Updates to the C.V. Starr Community Center Fee Schedule for FY 2023/24

### **Mayor Norvell opened the public hearing at 7:26 PM.**

CV Starr Administrator Moneque Wooden presented the staff report on this item. She noted that the presented schedule that went out with the first agenda packet had to undergo some changes on lines 39-42 since there was a calculation error in Excel but it has been updated and republished. Finance Director Whippy added that if approved tonight, the fees would be effective January 1, 2024. Punch passes will be removed to generate and attract more memberships. He noted that

council's policy has always been to have 100% cost recovery for services. The recommendation tonight is also to contract a consultant to review and generate clear direction to staff on certain programs and fees that provide benefit to the whole community and what the cost recovery should be.

Public Comment: Tessie Branscomb, Derek Hutchinson, Ronda Wasco, Heidi Sorensen, Tina Caranicolas, Natalie Thiel, Leo, Sophia Seaholm, Alexander Riece, Lisa Norman, Jacob Patterson, and Jay McMartin Rosenquist.

**Mayor Norvell recessed the meeting at 8:07 PM.**

**Mayor Norvell reconvened the meeting at 8:17 PM.**

**Mayor Norvell closed the public hearing at 8:41 PM.**

Discussion: Councilmember Rafanan asked how many of the current lifeguards are also a part of the Sea Dragon Swim Team. Councilmember Peters mentioned his experience with the Annual Swim Meets; he noted that fees have not been raised since 2013. He mentioned looking into offering corporate memberships. He recommended the Sea Dragons reach out to the Mendocino Coast Children's Fund for support for indigent families. Councilmember Albin-Smith compared her experience with soccer tournaments to the swim meets. She noted that if there is no money, there is no maintenance and therefore no pool. She offered to help with fundraising as the goal is for CV Starr to remain open. Vice Mayor Godeke values all of the comments made this evening but realizes we need to keep the CV Starr financially viable. Mayor Norvell appreciates the process that has happened to come to a consensus about what it will take to keep the CV Starr open. Councilmember Peters proposed the City Council pay for this year's swim meet out of the Council Goals Budget. All of the councilmembers concurred.

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

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

**7C. [23-361](#)** Conduct Public Hearing, Receive Report, Receive Finance & Administration Committee Recommendation, and Consider Adoption of City Council Resolution Approving Establishing a Credit Card Convenience Fee to be Collected for the use of Credit/Debit Cards

**Mayor Norvell opened the public hearing at 9:18 PM.**

Finance Director, Isaac Whippy presented this staff report on this item. The goal being for residents to pay more conveniently for city services.

Public Comment: David Spaur

**Mayor Norvell closed the public hearing at 9:23 PM.**

Discussion: Mayor Norvell thanked Whippy for recognizing the need for this new system and for expanding the way we collect money. It was clarified that these fees do not apply to utility payments only to non-utility payments.

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



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

## **8. CONDUCT OF BUSINESS**

**8A. [23-359](#)** Receive Update on the Termination of the Current CV Starr Operating Agreement with Mendocino Coast Recreation and Park District

Finance Director Isaac Whippy gave an update on the Mendocino Coast Recreation and Park District giving notice to the City of Fort Bragg terminating the operating agreement. The intent tonight is to provide Council with an update on the transition plans for the City to absorb the CV Starr Center.

Public Comment: David Spaur, and Jay McMartin-Rosenquist.

Discussion: Councilmember Albin-Smith would like Visit Fort Bragg to help with marketing. Mayor Norvell asked about whether hours of operation are posted on the website. Ms. Wooden clarified that they try to keep hours posted and up to date with the exception of last minute sick calls for classes of which some they are unable to post in a timely manner. The public is always encouraged to call for the latest information.

**8B. [23-246](#)** Receive Presentation of Community Engagement Plan for the Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan

Special Projects Manager Sarah McCormick gave an update on the Community Engagement Plan for the Noyo Harbor Blue Economy Visioning, Resiliency and Implementation Plan. The Coastal Commission has given \$898,000 for this 2 year planning effort.

Public Comment: Peter Mackerny of the Grass Roots Institute-Mendocino Vision Work Group, Jay McMartin-Rosenquist.

## **9. CLOSED SESSION**

**Mayor Norvell recessed the meeting at 10:25 PM. The meeting reconvened to Closed Session at 10:30 PM.**

**9A. [23-365](#)** PUBLIC EMPLOYMENT. Gov't Code Section 54957 (b). Title: City Clerk

**9B. [23-356](#)** PUBLIC EMPLOYMENT. Gov't Code Section 54957 (b). Title: City Manager

**Mayor Norvell reconvened the meeting to Open Session at 11:15 PM and reported that no reportable action was taken on the Closed Session items.**

## **ADJOURNMENT**

**Mayor Norvell adjourned the meeting at 11:15 PM.**



# City of Fort Bragg

416 N Franklin Street  
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## Text File

File Number: 23-399

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**Agenda Date:** 11/13/2023

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8A.

Approve an Update to the City of Fort Bragg Personnel Rules and Regulations Regarding Catastrophic Leave Program

The City's Catastrophic Leave Program requires updating to better serve employees who have exhausted all forms of paid leave due to a serious, catastrophic illness or injury.



**AGENCY:** City Council  
**MEETING DATE:** November 13, 2023  
**DEPARTMENT:** City Manager/Administration  
**PRESENTED BY:** Peggy Ducey

## AGENDA ITEM SUMMARY

**TITLE:**

Receive Report Regarding Revisions to the City's Catastrophic Leave Program and Consider Adoption of Revised Catastrophic Leave Program

**ISSUE:**

The City's Personnel Rules and Regulations include Section 18: Catastrophic Leave Program, which permits City employees to voluntarily donate sick and vacation leave to a fellow employee who has a catastrophic illness or injury. In cases where it takes longer than usual to receive disability benefits, donation of leave will help the disabled employee recipient to remain on a paid status for a longer period, until the employee receives short or long-term disability.

**ANALYSIS:**

On January 11, 2021, the City Council approved the most recent updates to the City's Personnel Rules and Regulations, which includes Section 18: Catastrophic Leave Program. This program is designed to assist regular employees who have exhausted all forms of paid leave due to a serious, catastrophic illness or injury. The Catastrophic Leave Program allows other City employees to voluntarily donate sick and vacation leave to an employee who meets the eligibility requirements so that the recipient will be able to remain on a paid status for a longer period, or until the employee receives short or long-term disability.

Staff is recommending a change based on recent experience applying this program to a City employee. The challenging event occurred when a City employee was diagnosed with a catastrophic illness in April 2023. Upon receiving the diagnosis, the employee applied for State Disability Insurance but SDI did not approve the application until late September. However, by late August the employee's leave bank was exhausted. Human Resources coordinated leave donations from City employees, based on the current Catastrophic Leave Program, so the employee could receive a full City paycheck until SDI was finally approved. Because SDI approval took so long, staff determined that a few program changes were needed.

Attached is a redline version of the proposed changes to the Catastrophic Leave Program. The proposed changes include the following:

- All employees are eligible, including probationary employees. Sworn officers currently have 18 months and civilian employees have 12 months of probation.
- Staff deleted the requirement that there is a reasonable expectation that the employee will return to duty within 6 months.
- The employee cannot be receiving any disability benefits, including State Disability Insurance.
- Employees who wish to donate leave must have been employed for 6 months, rather than 18 months.
- Employees can donate vacation or sick leave, rather than only sick leave.

- Employees who are donating leave must retain a balance of 80 hours in sick leave and 40 hours in vacation.
- The amount of hours an employee can donate is increased from 80 to 100 hours.
- The maximum of donated hours an employee may receive is increased from 160 to 520 hours.

Thankfully, the City's Catastrophic Leave Program has not been used frequently. However, in cases of serious illness or injury, City employees want to support fellow employees experiencing health challenges.

**RECOMMENDED ACTION:**

Staff recommends the City Council approve the proposed revisions to the Fort Bragg Catastrophic Leave Program.

**ALTERNATIVE ACTION(S):**

Provide staff with further policy direction.

**ATTACHMENTS:**

Exhibit A – Catastrophic Leave Program Redline

**IMPLEMENTATION/TIMEFRAMES:**

Program revisions are effective upon approval of City Council.

**NOTIFICATION:**

None.

employees must use two (2) weeks of earned and unused vacation before receiving FTDI benefits. The first week of vacation shall count as the "waiting period" before the employee may begin receiving FTDI payments.

## Section 18. CATASTROPHIC LEAVE PROGRAM

### 18.1. Policy

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

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

### 18.2. Eligibility for Personal Catastrophic Leave

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

- (1) The employee must have been employed with the City ~~passed probation, be in a regular position with the City for at least eighteen (18) full months,~~ and be considered actively employed by the City.
- (2) The employee must have a verifiable serious or catastrophic illness or injury ~~which requires~~ which requires an extended period of treatment or recuperation. Serious or catastrophic illness or injury is one in which the employee is incapacitated and unable to work as certified by their physician for at least four (4) full workweeks. In addition, the employee must provide medical certification documenting the employee's serious or catastrophic illness or injury requiring an extended period of treatment or recuperation for at least (4) full workweeks. that includes a reasonable expectation that, with proper care and rehabilitation, the employee will be able to return to full duty within six (6) months of the absence from work.
- (3) The employee must have exhausted all paid leave balances.
- (4) The employee may not be concurrently receiving short or long-term disability or similar benefit, including State Disability Insurance.

### 18.3. Conditions for Donating Leave.

18.3.1. The following are the conditions for donating leave:

- (1) To be eligible to donate leave, an employee must have passed probatibeen employed for six months on and be in a regular position with the City for at least eighteen (18) full months.

- (2) All donations of leave are voluntary. No employee shall be required to donate leave.
- (3) ~~Vacation and sick leave are the~~ Accrued sick leave is the only types of leave allowed for donation and shall be donated on the basis of 1 hour received for each hour donated. If an employee wishes to donate ~~sick vacation or sick~~ leave, the employee must retain a minimum balance of eighty (80) sick leave hours after donating. If donating vacation leave, the employee must retain a balance of 40 hours after donating.
- ~~(4)~~ Employees must donate a minimum of four (4) hours and a maximum of ten (10) hours per pay period.
- ~~(5)~~(4) A donating employee may donate a maximum of ~~80-100~~ hours total to a recipient employee per catastrophic event. Recipient employees may receive a maximum of ~~160-520~~ donated hours (3 months/13 weeks) per catastrophic event.
- ~~(6)~~ Donated leave will be credited to the receiving employee's ~~sick-leave~~ balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.
- ~~(7)~~(5) Once the leave is donated and posted to the receiving employee, the employee donating such leave shall irrevocably lose all rights and privileges to the donated leave hours.

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#### 18.4. **Procedures For Donating and Receiving Leave**

##### 18.4.1. For donating employees:

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

##### 18.4.2. For receiving employees:

- (1) Once the receiving employee's own paid leave balances have been exhausted consistent with this policy, the employee may collect donated leave.

- (2) The receiving employee must be eligible for leave (meeting the requirements of Section 18.2.1 above) and willing to receive the donated leave.
- (3) The medical reasons for the need for the donated leave will only be disclosed to City employees if the employee agrees to such disclosure, either verbally or in writing.
- (4) The receiving employee will continue to be provided City-provided health and welfare benefits consistent with the City's Family and Medical Leave Policy.
- (5) All donated hours must be used on a continuous and uninterrupted basis until the earliest of the following occurs:
  - a. All donated leave balances are exhausted; or
  - b. The employee returns to work; or
  - c. The employee begins receiving long-term disability benefits; or
  - d. The employee's employment terminates.

### 18.3 MISCELLANEOUS

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

## Section 19. LAYOFF AND RECALL POLICY

- 19.1. Whenever, in the sole judgment of the City Council, it becomes necessary to abolish any position due to a reorganization, lack of work or funds, or abandonment of activities, the employee holding said position may be laid off or demoted without

the right of appeal. Whenever possible, employees will be given at least thirty (30) days notice of any layoff or demotion.

19.2. Order of Layoff.

19.2.1. When a position has been abolished, any seasonal, emergency, probationary or temporary employee in that position classification shall be laid off first.

19.2.2. The order of layoff of full-time regular employees shall be determined based on seniority and the employee's overall performance as a City employee. Any full-time regular employee who holds a position which will be abolished shall first be considered for reassignment to an existing vacancy in a lower or equal class, provided the employee is qualified for the vacant position and such vacancy exists. If reassignment is not feasible, and the layoff involves a position classification held by more than one person, layoffs will be made based on the following criteria. Selection for retention shall be based equally upon performance as determined and supported in writing by each supervisory level involved and upon seniority of service. Therefore, this policy does not preclude the retention of employees who have less seniority in the position classification which is the subject of reduction in force action. Seniority will be determined by including all periods of full time regular service at or above the classification level where the layoff is to occur.

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# City of Fort Bragg

416 N Franklin Street  
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## Text File

File Number: 23-374

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**Agenda Date:** 11/13/2023

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**Status:** Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 8B.

Receive Report and Consider Adoption of Fort Bragg Municipal Improvement District Resolution Approving Professional Services Agreement with HDR Engineering, Inc to Prepare the WasteWater Collection System Master Plan, City Project No. WWP-00021, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$725,000; Account No. 716-7009-0731)



AGENCY: City Council  
MEETING DATE: November 13, 2023  
DEPARTMENT: Public Works  
PRESENTED BY: C. O'Neal  
EMAIL ADDRESS: coneal@fortbragg.com

## AGENDA ITEM SUMMARY

### **TITLE:**

**Receive Report and Consider Adoption of City Council Resolution Approving Professional Services Agreement with HDR Engineering, Inc to Prepare the Wastewater Collection System Master Plan, City Project No. WWP-00021, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$725,000; Account No. 716-7009-0731)**

### **ISSUE:**

On October 27, 2023, the City received one (1) timely proposal for the preparation of the City's Wastewater Collection System Master Plan from HDR Engineering, Inc. HDR is well qualified to perform the work and has an excellent record of accomplishments with the City in preparation of other studies and projects. Some recent designs completed by HDR include the Water Treatment Plant Overhaul and the Wastewater Treatment Plant upgrade. HDR also has extensive experience with the preparation of utility Master Plans nationwide.

### **ANALYSIS:**

The purpose of the Collection System Master Plan is to evaluate existing data, collect and model new information, develop risk models, and prepare capital improvement priorities and budgets for the replacement and renovation of the City's sanitary sewer collection system. One of the primary strategies needed to successfully manage the City's wastewater assets is to develop a comprehensive Capital Improvement Plan that we can confidently rely on year after year to provide the right balance that considers replacing aging infrastructure as well as meeting growth and redevelopment, capacity, and reliability needs.

A review of the submittal prepared by HDR shows the firm clearly understands the tasks at hand including quality control, and has the experience and qualifications necessary to focus on assignment and coordination of resources necessary to complete the tasks properly, on schedule, and within budget. Attached to this report is the Request for Proposals (Attachment 2) which established the parameters for the project as well as the scope of work excerpt from HDR's proposal (Attachment 3).

The proposal included an optional task for Closed Circuit Television (CCTV) to include inspection of up to 3 miles of the City's gravity mains to get a representative sample of the system with an additional cost of \$87,295. After internal discussions and conversations with the consultant, it was determined that this work should be incorporated as it is integral in the decision-making process for identifying and categorizing pipe improvement projects as described in subtasks 1.5 and 1.6 of the Scope of Work (Attachment 3). Due to budget constraints, staff met with the consultant to negotiate a modified contract amount to include CCTV and stay within budget. Additional CCTV will be completed if the budget becomes

available. The original Budget and Schedule of Charges along with the revised CCTV line item are included in Attachment 4.

**RECOMMENDED ACTION:**

Adopt Resolution approving Professional Services Agreement with HDR Engineering, Inc., to prepare the Wastewater Collection System Master Plan, City Project No. WWP-00021, and Authorizing City Manager to Execute Contract (Amount Not To Exceed \$725,000; Account No. 716-7009-0731).

**ALTERNATIVE ACTION(S):**

1. Further review the scope of charges and negotiate a different contract amount; or
2. Reject proposals and solicit a new Request for Proposals (RFPs).

**FISCAL IMPACT:**

\$750,000 was budgeted for the preparation of the Wastewater Collection System Master Plan from the Wastewater Enterprise Fund in the 2023/24 Fiscal Year. The City executed a small contract with HDR in August 2023 to provide collection system hydraulic modeling services and flow monitoring planning services to plan the location of the proposed flow monitoring devices before the rainy season. This contract was in the amount of \$24,500, leaving \$725,500 available for the remaining work. HDR's revised proposal amount of \$725,000 fits within the budget.

**GREENHOUSE GAS EMISSIONS IMPACT:**

There is little to no increase in Greenhouse gas emissions associated with the preparation of the Wastewater Collection System Master Plan.

**CONSISTENCY:**

General Plan Element 3 Public Facilities is intended to identify essential public facilities and services and to describe policies and programs that will ensure that the existing and future population of Fort Bragg is provided with the best feasible level of public services and infrastructure. This Element hosts policies ranging from ensuring infrastructure is maintained to planning for long-term solutions and system-wide resiliency.

Element 7 Safety deals with the protection of the community from unreasonable risks associated with the effects of earthquakes, landslides, slope instability, subsidence, other geologic hazards, flood, and fire. The preparation of the Wastewater Master Plan is an important step to fulfilling the policies, goals, and programs established in the General Plan by gaining a better understanding of the current system, analyzing risks, and planning projects systematically to ensure a robust Wastewater collection system for the citizens of Fort Bragg.

**IMPLEMENTATION/TIMEFRAMES:**

Bid Opened – October 2023

Contract Notice to Proceed – November 2023

Mapping and Modeling – through July 2024

Analysis and Capital Project Planning – through January 2025

Final Project Report and Closeout – May 2025

**ATTACHMENTS:**

1. Resolution ID PSA Wastewater Master Plan
2. Request for Proposals
3. HDR Scope of Work
4. Budget and Scope of Charges with Changes

**NOTIFICATION:**

1. Arashdeep Singh, P.E., [Aarshdeep.Singh@hdrinc.com](mailto:Aarshdeep.Singh@hdrinc.com)

**RESOLUTION NO. ID \_\_-2023**

**RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT  
AWARDING PROFESSIONAL SERVICES AGREEMENT TO HDR ENGINEERING, INC.  
TO PREPARE THE WASTEWATER COLLECTION SYSTEM MASTER PLAN, CITY  
PROJECT NO. WWP-00021, AND AUTHORIZING CITY MANAGER TO EXECUTE  
CONTRACT (AMOUNT NOT TO EXCEED  
\$725,000; ACCOUNT NO. 716-7009-0731)**

**WHEREAS**, a request for proposals was released on September 18, 2023 seeking qualified engineering firms interested in contracting with the Municipal Improvement District to prepare the Wastewater Collection System Master Plan; and

**WHEREAS**, the City received one (1) proposal from a qualified firm HDR Engineering, Inc. in the amount of \$651,555 with and optional task of \$87,295; and

**WHEREAS**, staff thoroughly reviewed and evaluated the proposal; and

**WHEREAS**, staff discussed the inclusion of the optional CCTV and negotiated the scope of work for \$725,000 to include a portion of the proposed CCTV; and

**WHEREAS**, based on available budget and the submittals received, staff recommends selecting HDR Engineering, Inc. to prepare the Wastewater Collection System Master Plan in the amount of \$725,000; and

**WHEREAS**, sufficient funds were budgeted in the Wastewater Enterprise Capital Improvement Program for this study in the 2023/2024 Fiscal Year (FY) Budget; and

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

1. The proposal of HDR Engineering, Inc. meets the requirements of the City's request for proposals.
2. HDR Engineering, Inc. has the expertise necessary to complete the Project.
3. There are sufficient funds available and budgeted in FY 2023/24 to fully complete the Plan.

**NOW, THEREFORE, BE IT RESOLVED** that the District Board of the Fort Bragg Municipal Improvement District No. 1 does hereby award a Professional Services Agreement to HDR Engineering, Inc. for the preparation of the Wastewater Collection System Master Plan, City Project No. WWP-00021, and authorize the City Manager to execute the contract (Amount Not to Exceed \$725,000; Account No. 716-7009-0731).

**The above and foregoing Resolution was introduced by Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_, and passed and adopted at a regular meeting of the District Board of the Fort Bragg Municipal Improvement District No. 1 held on the 13<sup>th</sup> day of November 2023, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

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**BERNIE NORVELL**  
Mayor

**ATTEST:**

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**Cristal Munoz**  
Acting City Clerk



**Website:**  
[www.city.fortbragg.com](http://www.city.fortbragg.com)

**Address:**  
416 N Franklin St  
Fort Bragg, CA 95437

**Phone:**  
707-961-2823

# REQUEST FOR PROPOSALS FOR WASTEWATER COLLECTION SYSTEM MASTER PLAN, WWP-00021

**Questions Due By:**

5:00 p.m.  
October 18, 2023

**Proposals Due By:**

2:00 P.M.  
October 27, 2023

**Contacts:**

Chantell O'Neal  
Assistant Director; Engineering  
[coneal@fortbragg.com](mailto:coneal@fortbragg.com)

Cristal Muñoz  
Acting City Clerk  
[cmunoz@fortbragg.com](mailto:cmunoz@fortbragg.com)

Emily Reno  
Administrative Assistant  
[eren@fortbragg.com](mailto:eren@fortbragg.com)

RFP AVAILABLE:  
<https://www.city.fortbragg.com/government/requests-for-proposals-bids>



## **FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT**

### **REQUEST FOR PROPOSALS FOR WASTEWATER COLLECTION SYSTEM MASTER PLAN**

The Fort Bragg Municipal Improvement District (MID) is seeking proposals from qualified consultants interested in contracting with the MID to prepare a Wastewater Collection System Master Plan. The purpose of the Collection System Master Plan is to evaluate existing data, collect and model new information, develop risk models, and prepare capital improvement priorities and budgets for the replacement and renovation of the City's sanitary sewer collection system.

#### **BACKGROUND**

The wastewater collection system is wholly owned and operated by the City through the Municipal Improvement District. The Fort Bragg Municipal Improvement District No. 1 was formed in 1969 and encompasses the City of Fort Bragg and areas to the north and south, which are not within the City limits. The Fort Bragg wastewater facilities consist of a sewer system, six pump stations, a wastewater treatment plant, and an outfall pipeline, which extends 690 feet into the Pacific Ocean.

The first sewers were constructed in the late 1800's. A large proportion of the gravity sewers still in use are older vitrified clay pipes, notoriously subject to leaks through broken pipes and defective joints caused by intruding roots, seismic activity, and differential settling as well as from external damage. The force main system is primarily composed of Techite pipe. The original wastewater treatment plant was built in 1971. A number of upgrades to the treatment plant occurred in the intervening years. Between 2017 and 2022, the treatment plant received a full overhaul.

The City's economic base has been undergoing a major transition for many years. The Georgia Pacific (GP) Lumber Mill (Mill Site), previously the City's largest employer, ceased operations in 2002. To this day, the undeveloped area of the Mill Site occupying 315 acres is zoned Timber Industrial. Over this same time, the regional fishing industry has been in decline while the local tourism sector has been growing and has roughly offset these economic losses. Consequently, there has been little to no net growth in the City's population for 20 years or more.

#### **The wastewater system includes:**

- The **Wastewater Treatment Plant** is located on the western most part of Fort Bragg at 281 Jere Melo Street in Fort Bragg.
  - The wastewater treatment plant is rated for 0.800 MGD dry weather flow and an average daily wet weather treatment capacity of 4.9 MGD wet weather flow.
  - The treated effluent outfall pipeline extends 690 feet into the Pacific Ocean.
  
- **The Collection system** consists of:
  - Approximately 30 miles of gravity sewers and pressure mains. The gravity sewers range in size from 6 inches to 30 inches in diameter.
  - Six (6) lift stations: 1. North Noyo, 2. South Noyo, 3. Noyo Point, 4. Sanderson Street, 5. Elm Street, and 6. Pudding Creek.



Having an up-to-date plan is essential for use by City and MID staff in developing a plan for future capital needs. The MID's wastewater collection system is critical to the MID's wastewater responsibility, so having a relevant Collection System Master Plan document is crucial to understanding and strategically rehabilitating the system. The proposals should anticipate providing support to staff from the Collection System Master Plan through Preliminary Engineering Reporting. The Master Plan will culminate in a comprehensive document that can be used to facilitate funding applications, environmental analysis, project design, and construction.

**Other Background Variables for Consideration:**

1. The Fort Bragg Municipal Improvement District is located in an area subject to **seismic activity**.
  - While there are no active earthquake faults in the MID, the San Andreas Fault is located approximately nine (9) miles to the west, and the Mayacama Fault is 22 miles to the east.
  - Should the Pudding Creek or Noyo River Bridges become unusable following a seismic event, people may not be able to evacuate, emergency access would be blocked, and there is a high potential for wastewater collection line damage/failure in these locations.
  - One of the primary Wastewater Collection System Master Plan goals is to create resiliency in the MID's wastewater system and thus should address seismic protection of the system against risks associated with the effects of earthquakes, landslides, slope instability, subsidence, tsunami, and other hazards including flood and fire.
2. The MID is preparing to commence design of the **Water and Sewer Line Extension** for the industrial area north of Pudding Creek to the edge of the MID limits. The selected consultant should plan to coordinate with the design engineer selected for this project if it is underway simultaneously with Collection System Master Plan.
3. The MID does not have a **Programmatic Environmental Impact Report (EIR)** for its utility Collection System Master Plans or Capital Improvement Program (CIP). Historically, MID practice has been to undertake environmental review as part of each project. The MID is working with a consultant to investigate the benefits of preparing a programmatic EIR and one may be developed in tandem with this master planning effort.
4. The City is currently under contract with a consultant who is updating the Waste Water GIS and modeling data that will be updated and used by the selected consultant throughout the Master Planning. Placement of the flow meters and subsequent data entry and analysis will utilize the models prepared under this separate contract. The mapping/modeling software being used is InfoWater Pro which runs in the ESRI ArcGIS Pro environment or EPANET files.
5. The following facilities and infrastructure are **not planned for consideration** in this study, unless a collection system investigation is deemed necessary:
  - a. Waste Wastewater Treatment Plant
  - b. Storm drainage facilities

**PROJECT DESCRIPTION AND GOALS**

The Wastewater Collection System Master Plan is expected to consist of a review of the existing records and studies. The selected Consultant will need to gain a clear understanding of the current issues and plan for the future by examining the existing customer base and anticipating future connections as they relate to National Pollutant Discharge Elimination System permits.

The project includes updates to the modeling/mapping of the wastewater collection infrastructure. An update to the model and mapping is currently underway, using InfoWater Pro which runs in the ESRI

ArcGIS Pro environment. The ArcGIS computer model will be used in conjunction with data collected during the flow monitoring to strategically determine locations where closed circuit television (CCTV) data collection is needed. Both flow monitoring and CCTV data will then be used in combination with modeling to determine the likelihood and consequence of risk and recommend improvement projects to repair the system and ensure its resiliency.

Specific issues that the project should address include maximizing planning potential; minimizing inflow and infiltration, prioritizing crucial infrastructure needs; identifying leaks/failures in wastewater collection lines; scheduling wastewater line repairs/replacements; and working with local watershed groups to maximize the protection of local waterbodies.

Implementation of this project is also expected to provide the MID with detailed project descriptions, priority ranking, schedules, and cost estimates that will be used to coordinate investments in maintaining the MID's wastewater system.

## **SCOPE OF WORK**

### **This contract would consist of the following four (4) major tasks:**

All Tasks 1-4 assume the consultant will work closely with staff both virtually and on-site for **working meetings** as needed to coordinate and complete the various tasks and deliverables.

#### **TASK 1: DATA COLLECTION AND MODELING**

A full update to the model and mapping is currently underway, using InfoWater Pro which runs in the ESRI ArcGIS Pro environment or EPANET files. The ArcGIS computer model will be used in conjunction with field data collected to identify and prioritize projects. Data collection may consist of flow monitoring, closed circuit television (CCTV) of the gravity sanitary system, smoke testing, water table analysis, and evaluation of force mains. This task may also include fieldwork, surveying, geotechnical evaluations, potholing utilities, etc. sufficient for mapping deliverables as needed.

#### **TASK 1: DELIVERABLES**

1. Complete a field investigation and assessment of existing conditions and constraints of gravity sewers and pressure mains, lift stations, and all other system appurtenances.
2. Conduct a flow monitoring study using 8-12 flow meters installed to record wastewater flows. Rainfall data will also need to be recorded. The length of the study may be limited by available funding but should last a minimum of six to eight weeks. The study should take place during the time of year when the largest storm events occur. However, it should be of sufficient duration to measure wastewater flows during both dry weather and wet weather periods. If significant rain events are not adequately captured during the study, the period of study should be extended.
  - a. The flow monitoring study will be based on the data being currently obtained in a smaller contract which includes dry weather monitoring analysis and establishes the planned locations for flow monitoring installation.
  - b. This task is anticipated to occur during the wet season of 2023-2024 beginning as early as November 2023.
  - c. Traffic control plans and/or a traffic control contractor may be necessary for the deployment of flow monitors and these costs should be included in the proposal.
3. Data from the flow monitoring will then be used to strategically determine the quantity and locations of CCTV data necessary for collection to best assess the system.
  - a. CCTV data collection mileage will be based on available funding and priorities established via modeling and the City.
  - b. CCTV data will be imported into asset performance modeling software.

- c. The contractor collecting the CCTV data will be expected to clean mains and coordinate with maintenance to determine the needs for this activity.
- 4. Smoke testing, water table analysis, or other industry-standard data collection methods will be employed as recommended by the Consultant to ensure sufficient system information is collected to understand and make informed capital project recommendations.
- 5. Survey data: Raw data points and processed data.
- 6. Updated modeling/mapping of wastewater infrastructure.
- 7. Prescribe a plan for an on-going condition assessment cycle.
- 8. Apply the Risk Master Plan Condition Index or Pipeline Assessment and Certification Program criteria (PACP) established in Task 4 Deliverable 3 to the model data to help improve project prioritization.

## **TASK 2: ANALYZING ENVIRONMENTAL VARIABLES**

Evaluate the existing and proposed collection system in relation to existing and proposed needs to ensure the system is resilient for current customers and sized for reasonably Expected Growth.

- o Review the MID's most up-to-date Municipal Services Review report and evaluate reasonably expected Growth Factors for future wastewater service to:
  - The GP Mill site;
  - North Fort Bragg industrial sewer line extension from Pudding Creek to the edge of MID Limits (a 2022/23 programmed CIP project);
  - Future development/annexation including the Harbor, and one (1) additional future annexation area, as defined in the most updated LAFCO Municipal Services Review. This will likely be the east Fort Bragg area.
- o Review the MID's General Plan (inland and coastal) Element 7 Safety and other Emergency Contingency Planning documents and consider Disaster Mitigation strategies and other environmental factors impacting the MID's wastewater resiliency planning including:
  - Impacts of climate change and sea level rise;
  - Analyze geotechnical sensitive areas most subject to seismic activity including earthquakes, landslides, slope instability, subsidence, tsunamis, other geologic hazards, flood, and fire;
  - Environmental factors; including soil corrosiveness, pH, ground wastewater, etc.
- o Inflow and infiltration (I&I) can trigger sanitary sewer overflows and put costly pressure on wastewater treatment facilities. I&I data collected from the flow monitoring shall be analyzed, average dry weather flow curves will be determined, and rain-dependent infiltration and inflow (RDI&I) response will be isolated during wet weather rainfall events. I&I analysis will include developing synthetic I&I hydrographs for each flow monitoring site and applying the synthetic hydrographs to a 10-year, 24-hour design storm.

## **TASK 2: DELIVERABLES**

1. Technical Report including analysis of future wastewater services, resiliency planning, and consideration of environmental factors. The report should recommend strategies for Climate Change and other disaster preparedness, address system efficiencies in keeping with environmental constructs and ethical practices, and discuss new, innovative, or emerging pipe/wastewater system technologies.
2. Flow Monitoring and I&I Analysis Study Report: Following the flow monitoring activities and after the meters are removed, data collected shall be downloaded and reduced to 15-minute intervals for analysis and include data QA/QC.

## **TASK 3: CAPITAL PROJECT PLANNING**

Identify and prioritize critical wastewater system improvements to ensure a strategic approach to rehabilitating the system. The study should evaluate and prioritize improvements based on analysis of

the likelihood of failure and the consequence of failure after assessing the existing infrastructure conditions and information gathered during Tasks 1 and 2 and meetings with Staff. The improvement strategy should consider:

- Prioritizing the prevention of sanitary sewer overflows (SSOs), reduction of inflow and infiltration, and ensuring system resiliency using a risk condition assessment index or Pipeline Assessment and Certification Program criteria (PACP).
- Ensuring that adequate wastewater systems are available to meet current needs.
- MID Planning and Improvements: Identification of new wastewater systems within the MID and recommendations of necessary system modifications to ensure demands of future projected growth can be accommodated.
- Analyze the MID's current asset management practices for the wastewater collection system scoping and prioritize future asset management procedures (tracking, evaluating, and replacing aging infrastructure).
- Identification of project funding opportunities and funding streams.

### **TASK 3: DELIVERABLES**

1. Technical memo of risk-based analysis of the likelihood of failure and consequence of failure. This memo shall use system assessment data collected on the existing infrastructure conditions to create a defined risk condition rating system or use the standardized Pipeline Assessment and Certification Program criteria (PACP) to determine the capital project prioritization.
2. A Project Planning Report, which includes project descriptions for all recommended projects, needed to bring the system infrastructure into a fully rehabilitated state. This report should incorporate mapping, schedules, cost estimates, anticipated level of environmental review, permitting needs, analysis of grant funding competitiveness, constructability, and a priority ranking for each project.
  - a. Recommended projects may include repairs, replacements, new infrastructure, or other appropriate actions including innovative or emerging technology as deemed appropriate for a given location, budget, and other factors analyzed herein (i.e. pipelining, seismic retrofits, etc.).
  - b. Proposed schedule of collection system rehabilitation projects based on identified priorities funding availability, and feasibility of successful project implementation including factors like staffing over a 10-year timeline.
3. Asset Management Planning recommendations including a valuation of current Assets for use by staff to maintain the system day to day and into the future beyond the proposed rehabilitation projects.

### **TASK 4: COLLECTION SYSTEM MASTER PLAN**

After reviewing the existing studies to gain a clear understanding of MID planning needs and work described in tasks 1-3 above, the consultant shall prepare a complete collection system condition Master Plan.

### **TASK 4: DELIVERABLES**

1. Draft Collection System Master Plan Report, which includes information on the existing conditions and constraints of the system, with copies of all data in an appendix.
2. Attendance and presentation at up to three (3) City Council meetings, including preparation of staff reports, meeting notes that incorporate all agency comments, and recommendations to Council regarding the adoption of the Final Collection System Master Plan.
3. Final Collection System Master Plan Report including all other deliverables (listed above) both digitally and three (3) bound hard-copy reports.

## **AVAILABLE REFERENCE DOCUMENTS**

1. Wastewater Collection Facilities Management Plan Report – 2009
2. Wastewater Management Project Environmental Impact Report – 1974
3. Wastewater Treatment Facility Study – 2007
4. Planning and Engineering reports and documents, operational data, geographic information data, regulatory standards and policies, jurisdictional land use documents, proposed developments, City's General Plan (inland and coastal), population projections, Supervisory Control and Data Acquisition (SCADA) settings and controls, meter records, and all other data pertinent to the project.
5. City's Standard Specifications and Standard Plans (2009).
6. Historical billing records.
7. Summary of chronic problems by type and locations (e.g. old and weak pipes, unknown pipe alignments, etc.).

## **PROPOSAL SUBMITTAL REQUIREMENTS**

1. Proposers should send a complete digital proposal, collated into one PDF document, two (2) printed copies of the completed proposals and cost bid so that it is received by the City no later than 2:00 p.m. on October 27, 2023 to:

City of Fort Bragg  
Attention: Cristal Munoz, Acting City Clerk  
416 North Franklin Street  
Fort Bragg, CA 95437  
[cmunoz@fortbragg.com](mailto:cmunoz@fortbragg.com)

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

prevailing wage rates apply to preconstruction work, such as inspection and land surveying, for public works projects.

G. Work Schedule

Provide a time schedule for completion of work.

H. Insurance

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

**The cost of such insurance shall be included in the consultant's proposal.**

I. Consultant Agreement

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

### **EVALUATION CRITERIA**

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

- Quality and adequacy of the proposal
- Understanding of the desired services including quality control
- Experience and qualifications of the Firm
- Work Plan / Scope of Work
- Ability to respond to the City's requests
- Cost and Schedule of Fees

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

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

### **OTHER CONSIDERATIONS**

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

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

### **RFP SCHEDULE**

RFP Release	September 18, 2023
Deadline for Written Questions	October 18, 2023
Proposals Due	October 27, 2023
Interviews	TBD
Selection	November 13, 2023

**QUESTIONS**

Questions should be directed to:

Chantell O'Neal  
City of Fort Bragg  
416 North Franklin Street  
Fort Bragg, CA 95437  
(707) 961-2823 ext. 133  
Email: [coneal@fortbragg.com](mailto:coneal@fortbragg.com)

**ATTACHMENTS**

Exhibit A – City's standard Professional Services Agreement

**EXHIBIT A**

CITY OF FORT BRAGG PROFESSIONAL SERVICES AGREEMENT  
WITH \_\_\_\_\_

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

**WITNESSETH:**

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

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

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

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

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

**[Delete whichever Paragraph E doesn't apply]**

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also



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

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

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

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

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

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

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

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

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

## 2.0. COMPENSATION, BILLING AND PREVAILING WAGES

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

**[Delete whichever paragraph 2.1 does not apply.]**

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

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

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

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available

to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

### 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by [REDACTED], 20 [REDACTED]. 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 [REDACTED], 20 [REDACTED], [3 months after Completion Date in 3.1] unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

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

## **5.0. INSURANCE**

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

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

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

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

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

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

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

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

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

- (a) Additional insureds: "The City of Fort Bragg and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event of

any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Fort Bragg, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Fort Bragg shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Fort Bragg, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

## **6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONSULTANT:

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

IF TO CITY:

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

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

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

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

6.8. Indemnification and Hold Harmless.

If Consultant is not a design professional performing "design professional" services under this

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

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

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

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless



City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

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

officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY

CONSULTANT

By: \_\_\_\_\_  
Peggy Ducey  
Its: City Manager

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

ATTEST:

By: \_\_\_\_\_  
Cristal Munoz  
Acting City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Keith F. Collins  
City Attorney

# E Scope of Work

## Understanding

The Fort Bragg Municipal Improvement District (MID) wants to develop a wastewater collection system master plan to understand and plan its future capital improvement and anticipated system capacity needs. Part of this effort will include evaluation of existing information, development of data to support the master planning effort, completing various studies to further understand how the collection system is functioning, and developing risk-based capital improvement priorities and budgets that optimize MID’s infrastructure investment while maintaining desired service levels and reliability for its customers and stakeholders. The existing system (Figure E-1) is mostly composed of older infrastructure that is reaching or is beyond its anticipated useful life

and requires strategic investment for renewal and replacement. In addition, there are large undeveloped properties within MID. While there is little anticipated growth in the short term, it will be important to understand the current capacity of the existing system, the potential expansion considerations in the future, and how they relate to National Pollutant Discharge Elimination System (NPDES) permits. Key objectives for this study include:

- Measure and characterize collection system I&I issues through a flow monitoring study.
- Identify, inspect, and characterize the condition of critical areas of the collection system through closed-circuit television (CCTV) and visual inspection.

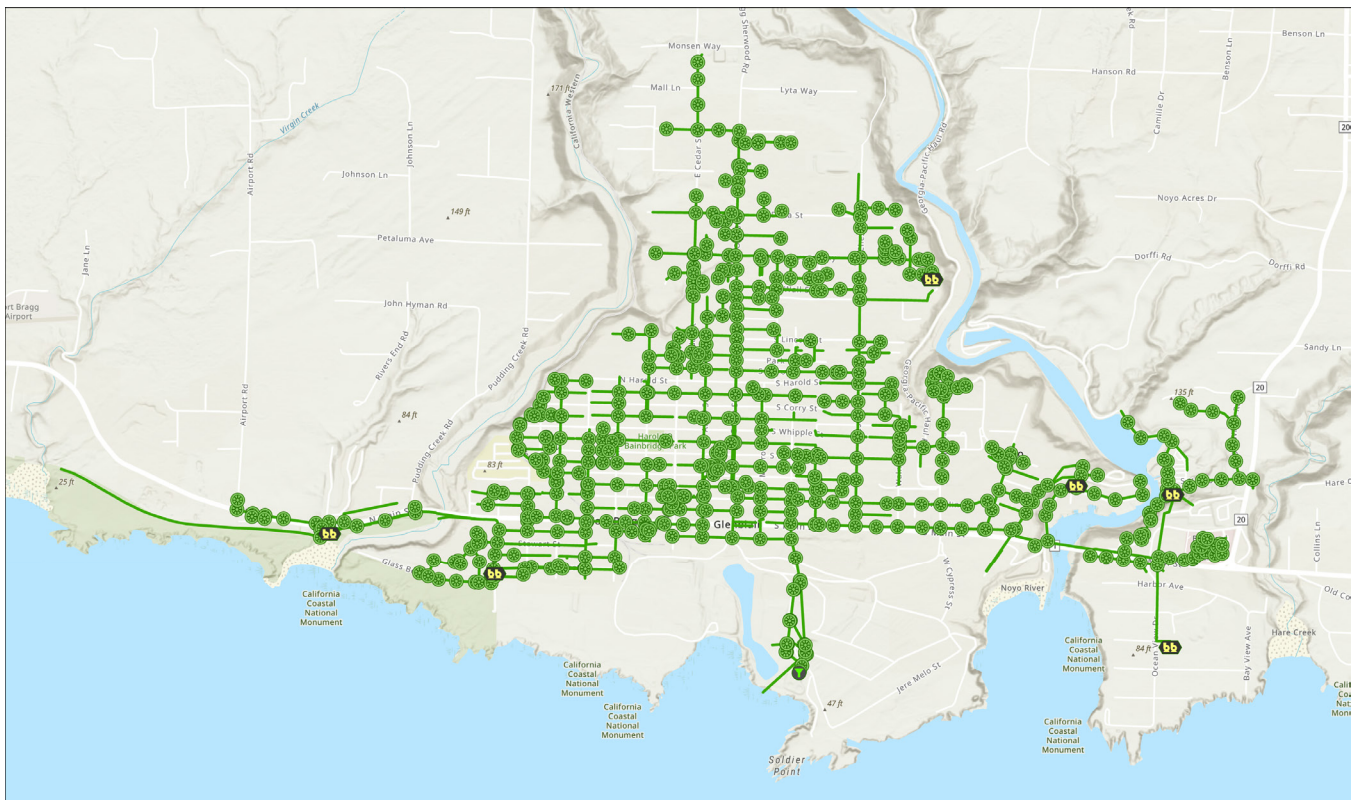


Figure E-1 - City of Fort Bragg Sewer System

*We have already developed the collection system geographic information system (GIS) data layers and built the preliminary hydraulic model; therefore, we can hit the ground running and continue our master planning focus that we have established with the City’s water distribution system master plan.*



- Support the City's on-going discussions and negotiations with River Watch.
- Understand MID's collection system vulnerability to potential seismic activity in the area.
- Characterize geotechnical and climate change factors and their impact on capital planning.
- Develop a capital planning process that MID can sustain into the future.
- Identify and update essential data, analysis tools, models, and spatial information to support ongoing and future planning.
- Coordination with the water and sewer line extension projects in the industrial area north of Pudding Creek.

## Approach

As we've demonstrated on the ongoing water distribution system master plan for the City, we firmly believe in the importance of a collaborative partnership between the consultant and client, capitalizing on the synergy between your local expertise and our national experience. To make sure that the project meets the City's expectations in terms of analysis depth and breadth, we propose a combination of project status meetings and follow-up meetings after key task deliverables. This approach keeps the project team well informed throughout the planning process, actively engaged in significant decisions, and make sure there are no unexpected surprises upon report delivery.

Our project approach also places a strong emphasis on the synergy between our project team's substantial experience in similar collection system planning projects and your team's in-depth institutional knowledge of your system's requirements and overarching challenges. Our extensive track record in executing collection system master plans nationwide will be instrumental in providing valuable insights to the City.

We recently converted the City's AutoCAD files for the utility system (water, sewer, and storm) and we are in the process of developing a wastewater system hydraulic model, which gives our team a unique understanding of the City's collection system. Combined with our recent water demand projection

work, there is an efficiency that directly relates to our team developing the sewer master plan. There is simply no learning curve for the HDR team as many of the water master plan elements can apply directly to the sewer master plan (for example, mapping, growth projections, and risk modeling).

We understand that the City's expects this master planning effort to produce preliminary engineering reports (PER) for funding applications. Our detailed PERs and the 10% design approach will offer the necessary level of detail for a seamless transition of key recommended projects from the planning phase to facilitate funding application and support initiation of project designs after the master plan is finished.

Based on our understanding of your project goals and objectives, our team has developed a proven approach on the following key elements detailed in Figure E-2 on the following page.

## Hit the Ground Running for Flow Monitoring

Securing meaningful flow monitoring data in 2023 is not assured due to the timing of procurement; however, our team's approach gives the City the best chance of capturing adequate wet weather data this wet season (2023/2024). We have conducted a thorough assessment of the collection system and identified potential flow monitoring locations. With V&A as part of our team, we can seamlessly share this valuable information to make sure an expedited start.

Our approach to flow monitoring is to perform site reconnaissance for each of our proposed sites to assess site access and site hydraulics. We will then adjust sites, as necessary, install meters, but not activate them until we see wet weather events approaching. Once we determine we are in an appropriate wet weather period and have a high probability of collecting good wet weather event data, we will activate our meters and begin the monitoring period. We will also monitor wet weather events as the end of our monitoring period approaches to determine if it makes sense to leave meters in place if there is a high probability that a significant rainfall event can be captured. This approach has been used successfully on previous flow monitoring efforts to support sewer master plans.

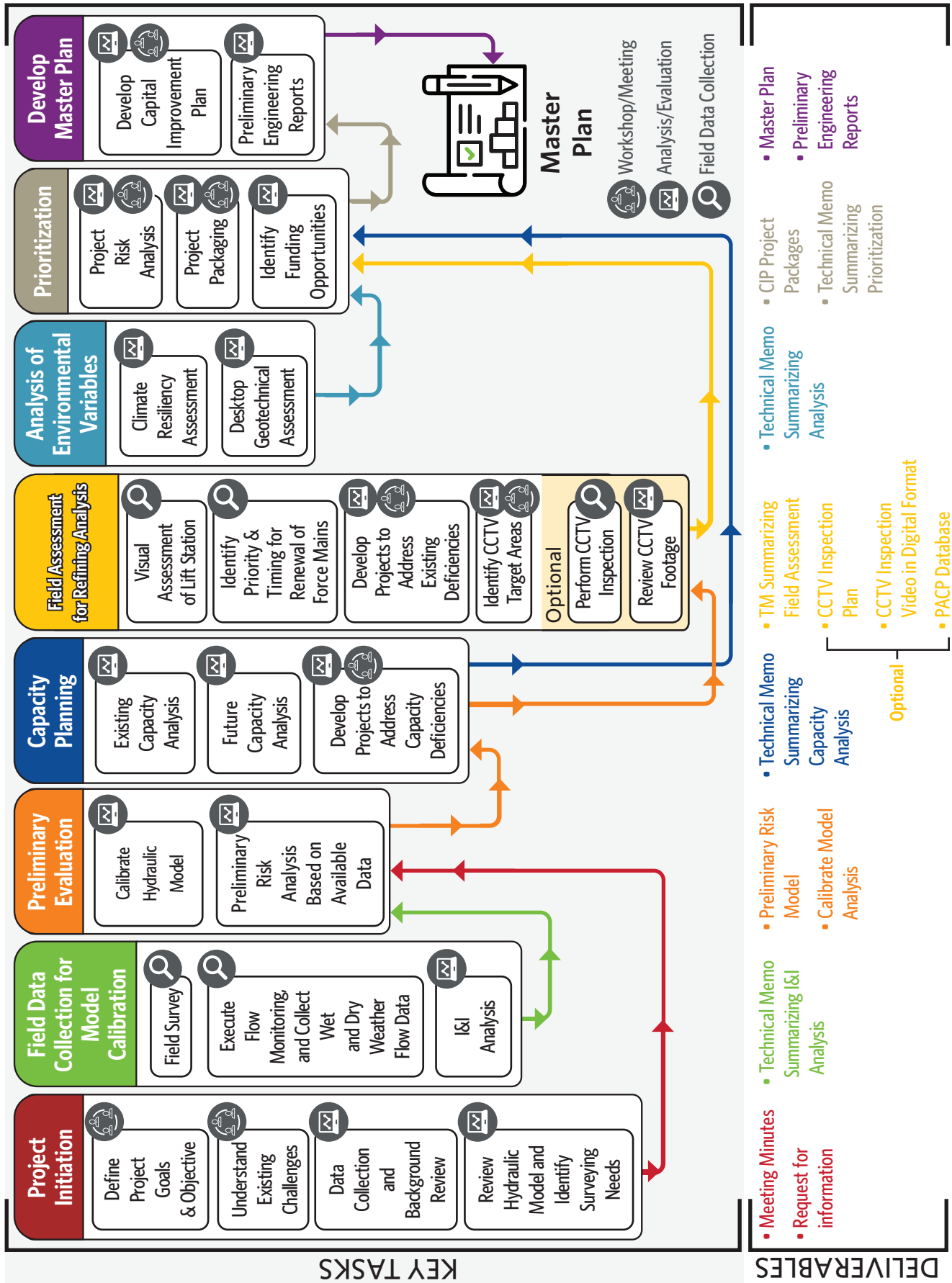


Figure E-2. Work Plan

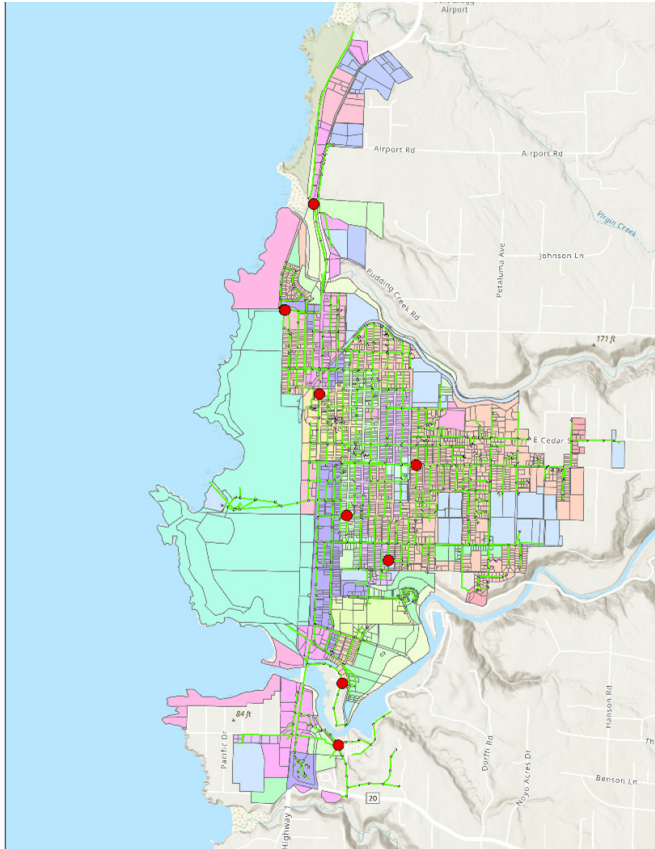


Figure E-3. Flow Monitoring Locations

### Use Institutional Knowledge

One of the most important aspects of planning is having a clear understanding of existing issues of the City and accounting for future plans into the planning process. HDR has extensive experience executing improvement projects for the City's water and wastewater infrastructure. For summarized overview of projects recently completed by HDR for the City, refer to the Figure E-4.

A truly integrated collection system master plan identifies sustainable and affordable technical, financial, and managerial solutions that simultaneously address multiple challenges. This approach will help optimize operations while prioritizing strategies that return the most for your investment. Costs and risks are minimized to produce a responsible and credible management plan that stakeholders can support.

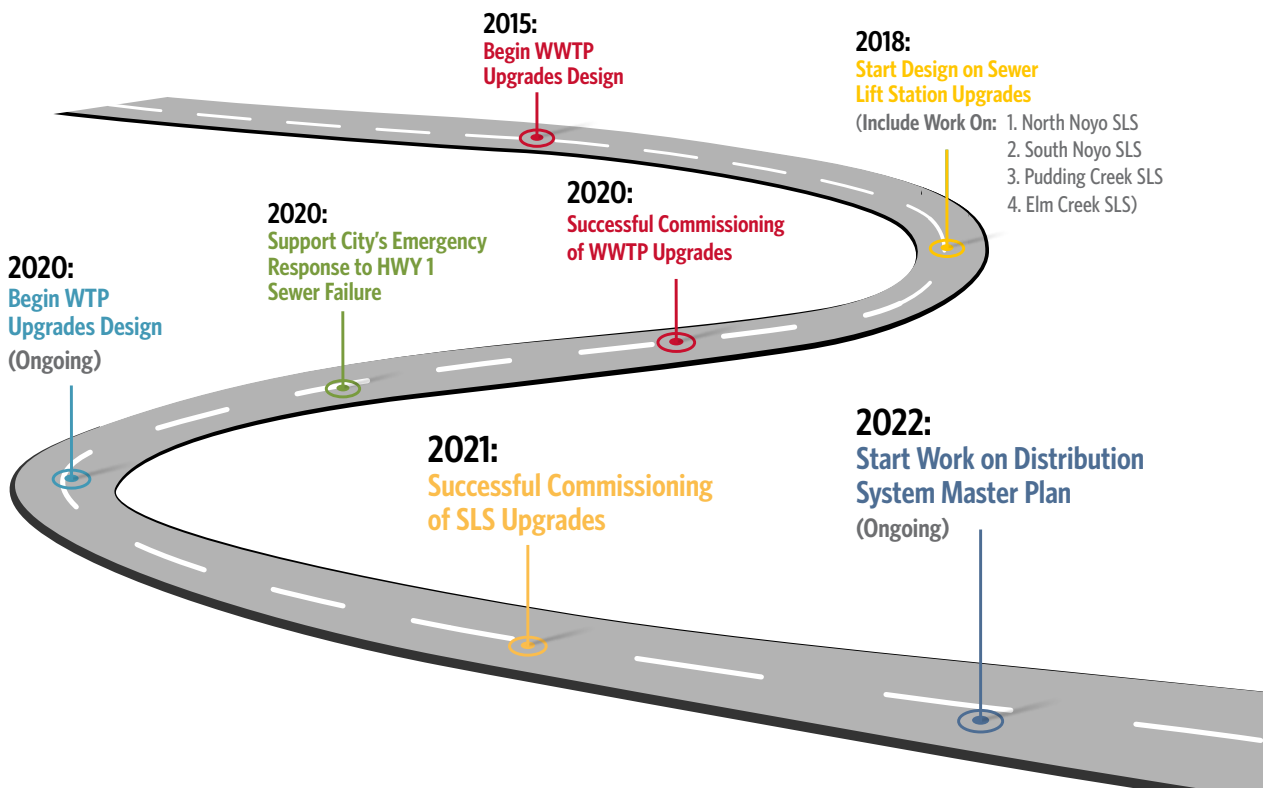


Figure E-4. HDR's History of Successful Project Delivery for the City

## Scope of Work

### Task 1 – Data Collection and Modeling

#### Subtask 1.1 – Field Survey

HDR's subconsultant will survey collection system manholes to assist in the calibration of the collection hydraulic model. Survey locations and actual effort will be identified based on review of the current hydraulic model to improve accuracy. Existing survey information will be used to the greatest extent possible.

#### DELIVERABLES:

- Survey data: Raw data points and processed data.

#### ASSUMPTIONS:

- This task is budgeted with up to 10 days of field surveying.
- Traffic control is not included in this budget.

#### Subtask 1.2 – Flow Monitoring

A wet weather flow monitoring of the collection system will involve the installation, operation, and data analysis of flow monitoring equipment within the specified system to characterize I&I issues within the collection system. Findings from this effort will be used for input into the hydraulic model and to help prioritize capital improvement projects. This task will encompass the following:

- Site assessment and verification of proposed monitoring locations
- Installation of flow meters and data loggers.
- Calibration and validation of monitoring equipment.
- Continuous data collection over an eight-week period.
- Real-time data transmission.
- Routine equipment maintenance.
- Data analysis to identify flow patterns and anomalies.

HDR will:

- Establish the baseline sanitary sewer flow at the flow monitoring sites.
- Estimate available sewer capacity.
- Isolate I&I response and perform I&I analysis.

#### ASSUMPTIONS:

- Flow monitoring schedule is assumed to be eight weeks.
- Eight flow monitoring locations and two rain gauges are assumed for this study. The final number, locations, and duration to be determined with input from City. A budget adjustment may be necessary to accommodate final monitoring parameters.
- Note that selected sites may need to be moved if local conditions are not suitable for monitoring (e.g. manhole depths greater than 30 feet, elevated gas levels that cannot be cleared with forced ventilation)
- Traffic control will be provided by MID where needed.
- Encroachment permits or other municipal permits are not needed or will be acquired by MID.
- Other items not included are:
  - Shutdowns, dewatering, or cleaning of structures
  - Excavations
  - Entry into manholes greater than 30 feet in depth
  - Supplied air for conditions where it is unsafe due to atmospheric conditions
  - Tasks associated with this effort may be subject to prevailing wage rate requirements. An allowance has been made for this, however the final requirements may impact the planned budget

#### Subtask 1.3 – Calibrate Hydraulic Model

HDR will incorporate field survey data and flow monitoring data collected from the previous tasks





into the hydraulic model for calibration and model refinement.

**ASSUMPTIONS:**

- Up to 40 hours are budgeted for model calibration. Additional effort may require a fee adjustment.

**DELIVERABLES:**

- Updated modeling/mapping of sewer collection system network.

**Subtask 1.4 – Preliminary Risk Analysis & Identify Closed-Circuit Television (CCTV) Target Area**

HDR will perform a preliminary risk analysis to identify CCTV target areas. This will be a desktop study that assigns a risk score to each pipe based on preliminary risk factors determines with MID. I&I findings will also be incorporated to identify the best locations to televise pipe. The proposed locations for CCTV inspection will be documented in an Inspection Plan and will be reviewed and confirmed with MID prior to initiation.

**DELIVERABLES:**

- Final only CCTV Inspection Plan.

**Subtask 1.5 – CCTV Inspection (Optional)**

It is recommended that a partial CCTV be performed but is not required for a developing an adequate capital plan. This task is for optional inspection of up to 3 miles of the City’s gravity mains to get a representative sample of the system’s. We have established a budget based on \$4 per lineal foot, which includes cleaning and inspection and characterizing the defects. This unit price does not include:

1. Traffic control
2. Root cutting
3. Reverse setups
4. Cost of water
5. Disposal

**DELIVERABLES:**

- CCTV inspection video in digital format.

- PACP database with operational and structural defects coded.

**Subtask 1.6 – Identification of Gravity Pipe Improvements**

Once the CCTV inspection has been completed, HDR will evaluate the results to identify improvements to the collection system gravity pipes. HDR proposes to use decision support modeling software (e.g. Innovyze InfoAsset Planner, Aquanuity AquaTwin Asset) to develop the risk model and decision logic for identifying rehabilitation and replacement recommendations. This software works with the existing GIS and CCTV data to assign a risk score for each pipe and identify the desired renewal recommendation based on decision logic and planning-level cost information. HDR will use their in-house version of the software so there is no need for MID to purchase it, however, the modeling results will be provided for future use. The risk modeling will assign a risk score to each pipe based on likelihood and consequence of failure factors established with MID. In addition, a capital improvement decision model will be developed that identifies the best option for renewal based on MID established decision criteria and expected cost information. This will generate a prioritized list of capital improvement and reinspection recommendations for the entire collection system. MID can use this list to determine the investment vs risk level that best meets their needs.

To develop these models, HDR will work with MID to determine the required criteria. HDR will conduct two workshops with MID to develop the risk model, and one workshop to determine the renewal decision logic. Once this is established, HDR will calibrate and run the models and review the results with MID. We will validate the results by reviewing individual recommendations with the City toto establish that they are appropriate and adjust the model if needed. This will provide a prioritized list of recommendations for the gravity pipelines.

**DELIVERABLES:**

- Integrated gravity sewer decision support model results.
- Risk and capital improvement recommendations incorporated into GIS.

- Draft and final technical Memo summarizing field assessment.
- Recommendations for gravity pipe reinspection.
- Plan for an on-going condition assessment cycle.

#### **ASSUMPTIONS:**

- Six, two-hour virtual workshops will be conducted with the City.
- Sufficient information will be available to determine sewer main installation dates. If not available, MID will advise on the appropriate approach to identify pipe age.
- Current construction costs (past three years) of rehabilitation projects will be used to forecast program costs, if available.
- Where rehabilitation method costs are not available, HDR will utilize professional experience to develop costs.
- Escalation factors for future years will be based on Engineering Consumer Price Index (CPI).

#### **Subtask 1.7 – Visual Assessment of Lift Stations**

HDR will perform a visual assessment of the six lift stations, which are part of the collection system. The visual assessment will be performed over two-day sites tour with City staff. The gathered information will be used to augment desktop-based assessment of the lift stations to memorialize the condition of the lift stations. During the site tour, the City will share any known issues and background information about the lift stations to help plan for existing deficiencies.

To prioritize capital improvement recommendations generated from the visual assessment, HDR will develop a desktop risk assessment to assign a risk score to each station. This will be based on available data including available flow data, lift station location and position in the collection system. Each station will receive a risk score which will be considered in for prioritization of recommended improvements.

#### **ASSUMPTIONS:**

- A minimum of two City staff familiar with the lift stations shall accompany HDR staff on the site tours. HDR will interview the two City staff during the tours.

- This task is based on a visual assessment and staff interviews by two HDR staff members: a process engineer and an electrical engineer.
- This task does not include any budget for performance or destructive testing, or structural analysis.

#### **DELIVERABLES:**

- Write-up section in the overall field assessment TM.

#### **Subtask 1.8 – Priority and Timing for Renewal of Force Mains**

HDR will identify priority and timing for renewal of force mains. A substantial portion of the City's force mains is comprised of Techite pipe. Techite is a failure prone material, which often ruptures catastrophically. It usually does not exhibit visual evidence of imminent failure; therefore, there is no reliable field assessment to assess condition. This task will be a desktop-based assessment to evaluate the force mains, identify rehabilitation or replacement options, and determine priority and timing for renewal.

HDR will perform a desktop-based assessment to evaluate the network of force main, which is Techite, then evaluate priority and timing for renewal of the force mains.

#### **DELIVERABLES:**

- Write-up section in the overall field assessment technical memo

### **Task 2 – Analyzing Environmental Variables**

#### **Subtask 2.1 - Existing and Future Capacity Planning and Planning for Capacity Deficiencies**

HDR will determine the current system's capacity and estimate future capacity needs using data collected during and before the preliminary evaluation phase. HDR will use the experience gained from the water distribution system master plan to gain efficiencies in the developing criteria to evaluate existing system capacity and needs. Once the baseline capacity is established, HDR will collect and analyze available planning/development data or reports to estimate future capacity requirements. After future capacity requirements are quantified, HDR will work with



the City to develop projects to plan for mitigating potential capacity deficiencies.

**DELIVERABLES:**

- Draft and final TM in PDF format summarizing capacity analysis.

**Subtask 2.2 – Climate Resiliency Assessment**

To gain efficiencies - prior to starting this task - HDR will review the climate resiliency assessment performed for the distribution system master plan and solicit City’s input to better focus this assessment. HDR will review the Fort Bragg Municipal Improvement District’s (MID’s) General Plan (inland and coastal) Element 7 Safety and other Emergency Contingency Planning documents provided by the City.

HDR will evaluate how anticipated climate change impacts risks and vulnerabilities of the wastewater system and consider disaster mitigation strategies and other environmental factors impacting the MID’s wastewater resiliency planning. HDR will evaluate the following factors:

- Current risks from precipitation and runoff, tides including storm surge, tsunamis, coastal bluff erosion, and fire.
- Impacts of climate change, including increased precipitation and runoff, sea level rise on tidal elevations, coastal bluff erosion, groundwater increases, and increases in extreme heat and fire risk.

HDR will document the results of the findings in a TM. The TM will include the system’s vulnerabilities to climate change for two planning horizons: anticipated to be 2050 and 2070. The goal of the analysis will be to identify changes in risks to the system in light of climate change, such that projects can be identified within the master plan to align with long-term climate resilience goals.

HDR will attend one workshop/call with the City to discuss the climate risks and vulnerabilities that have been identified.

**DELIVERABLES:**

- Draft and final TM in PDF format summarizing climate resiliency assessment.

**ASSUMPTIONS:**

- The City will provide general plan and emergency contingency planning documents to review within 20 days of notice to proceed.
- Up to 3 HDR staff will attend one remote meeting up to 2 hours in length with the City to discuss the climate risks and vulnerabilities.
- Adaptation strategies and cost estimates will not be developed as part of this scope.
- The evaluation will be developed based on publicly available data and data provided by the City. Numerical models will not be developed as part of the climate assessment.
- One round of revisions.

**Subtask 2.3 – Desktop Geotechnical Assessment**

To gain efficiencies - prior to starting this task - HDR will review the geotechnical assessment performed for the distribution system master plan and solicit City’s input to better focus this assessment. As part of this task, HDR will review publicly available information on historic seismic data, review published flood maps, and records of historical pipe repairs. The desktop assessment will help identify areas of concern related to geotechnically sensitive areas and environmental factors. Additional testing may be performed for quantitative analysis of soils. Soils testing is not included in HDR’s scope.

**DELIVERABLES:**

- Draft and final TM in PDF format summarizing desktop geotechnical assessment.

**Subtask 2.4 – I&I Analysis**

Following the flow monitoring activities, an analysis of the data will be completed to provide a Flow Monitoring and I&I analysis final report. Key activities to complete this task are:

Data reduction to 15-minute intervals. The data set will include the following information:

- Average dry weather flows.
- Rain data from installed rain gauges and Weather Underground Public Weather Stations.

- Flow data (level, velocity, and flow).
- Baseline flow data.
- Daily flows (average, maximum, and minimum).
- Daily rain at each flow meter location.

The flow monitoring report will include the following information:

- A summary of the flow monitoring equipment used.
- Location maps with address, pipe size, manhole identifier number, flow channel condition, site schematics, and photographs.
- Flow monitoring data with tabular outputs of depth, velocity, and flow rate and hydrographs of depth, velocity, and flow rates for each flow meter.
- I&I Analysis: Average dry weather flows curves will be determined, and rain-dependent.
- Infiltration and inflow (RDI/I) response will be isolated during wet weather rainfall events. Analysis will include developing synthetic I&I hydrographs for each flow monitoring site and applying the synthetic hydrographs to a 10-year, 24-hour design storm.

#### **DELIVERABLES:**

- Draft and final TM in PDF format summarizing I&I analysis.
- Flow monitoring data in spreadsheet format.

### **Task 3 – Capital Project Planning**

#### **Subtask 3.1 – Project Risk Analysis**

Once the individual asset-specific analyses have been completed and capacity recommendations have been identified, HDR will prioritize the results in preparation for development of the CIP. HDR will conduct a two-hour workshop MID to develop a prioritization approach that incorporates the condition-based needs and capacity needs for the various types of infrastructure studied. This approach will leverage the risk modeling completed in previous tasks and assign a project prioritization score to each recommendation. HDR will conduct another

two-hour workshop to review the results and get additional input from MID. The results can then be used to guide the sequencing of capital work.

#### **DELIVERABLES:**

- Workshop minutes in electronic format.
- Project prioritization scoring factors and results.
- Draft and final TM in PDF format summarizing the prioritization analysis and results.
- Prioritization scoring factors and scores for each recommendation.

#### **ASSUMPTIONS:**

- Two two-hour workshops are budgeted under this task.
- Up to two HDR team members will attend each in-person workshop. Other team members may participate via web-conference.
- City staff will be readily available and able to participate.

#### **Subtask 3.2 – Project Packaging**

Once the prioritization is completed, HDR will evaluate the results to determine how to package the recommendations into projects. Many of the recommendations will be too small to be completed as single project and will need to be packaged together into larger efforts to be cost efficient. HDR will develop an initial packaging of the recommendations and review the results with MID in a two-hour workshop to obtain comments and feedback. The packaging will use the existing risk analyses, and project prioritization scores to determine sequencing.

#### **DELIVERABLES:**

- Workshop minutes in electronic format.
- Draft and final CIP project packages, including project data and documented packaging strategy.

#### **ASSUMPTIONS:**

- Four (two-hour) in-person workshops are budgeted under this task.



- Up to two HDR team members will attend each workshop.

### Subtask 3.3 – Identify Funding Opportunities

HDR will identify project funding opportunities and funding streams. To gain efficiencies - prior to starting this task - HDR will review funding opportunities developed for the water distribution system master plan and solicit City’s input to better focus this effort. Our team will identify ideas to make the most of available funding while lessening federal compliance requirements. This will help reduce overall project costs and administrative requirements. Under this task, potential funding sources will be explored include:

- State Revolving Fund (SRF)
- Department of Water Resources (DWR)
- United States Department of Agriculture (USDA)
- Water Infrastructure and Finance Innovation Act (WIFIA)

## Task 4 – Collection System Master Plan

### Subtask 4.1 – Develop Capital Improvement Plan

The results for this task will be documented in the project planning report. This report will be provided to the City for review and comment.

The report will include a 10-year capital improvement program (CIP). The CIP recommendations will be prioritized based on project prioritization and packaging performed in Task 3. The recommendations will be categorized to identify actions to take immediate action (e.g. within the next two years, in the near-term (within the next five years) and long-term (five to ten years).

HDR will develop the CIP considering resource and funding constraints and overall CIP funding strategies or policies that MID requires.

The sequencing will incorporate inflation and escalation to capture future cost increases.

HDR will conduct a workshop with the City to review the report and discuss the comments. The results of this workshop and comment review will be incorporated into the final version of the report.

### DELIVERABLES:

- Draft and final Project Planning Report in PDF format.
- Workshop agenda and minutes.

### Subtask 4.2 – Preliminary Engineering Reports

HDR will prepare preliminary engineering report for up to three projects identified by in Subtask 4.1. The preliminary engineering reports will include:

- Purpose
- Background
- Alternatives Analysis
- Engineer’s Opinion of Probable Construction Cost (EOPCC)
- 10% Design Drawings
- Recommendation

### ASSUMPTIONS:

- The EOPCC will be a Class 4 estimate, which HDR uses at the preliminary design level. It will be prepared by using take-offs from figures, if available, and limited vendor quotes. This estimate will require a contingency of up to 30%.

### DELIVERABLES:

- Draft and final preliminary engineering reports.

### Subtask 4.3 – Collection System Master Plan and Presentations

After reviewing the existing studies to gain a clear understanding of the City’s planning needs and work described in tasks above, HDR will prepare a complete collection system master plan.

HDR has also budgeted attendance and presentation at up to three City Council meetings, including preparation of staff reports, meeting notes that incorporate City comments, and recommendations to Council regarding the adoption of the Final Collection System Master Plan.

### DELIVERABLES:

- Draft Collection System Master Plan Report in PDF format, which includes information on the existing

conditions and constraints of the system, with copies of all data in an appendix.

- Final Collection System Master Plan Report in PDF format, including other deliverables (listed above) and three bound hard-copy reports.

## **Task 5 - Project Management and Quality Control**

This task includes the management activities needed for on-time and on-budget project completion, and resources to address the City's concerns. HDR will prepare invoices and progress reports monthly. The monthly progress reports will summarize budget and schedule status in measurable terms. Other activities include coordination with the subconsultants, scheduling of staff, and coordinating the quality assurance effort.

### **DELIVERABLES:**

- Schedule.
- Monthly status reports.
- Monthly invoices in PDF format.

### **ASSUMPTIONS:**

- Project management is expected to occur over a 18-month period.



# F Budget and Schedule of Charges

## Estimated Work Effort and Cost

Table F-1 presents the estimated work effort and cost breakdown. As shown, we propose to perform the scope of work provided in Section E of this proposal for a total not to-exceed cost of \$651,555, which is negotiable.

TABLE F-1. ESTIMATED WORK EFFORT AND COST														
No.	Task Description	Engineer 5	Project Manager	Engineer 4	Engineer 3	Engineer 2	Engineer 1	GIS	Admin/Clerical	Total Hours	Total Labor	Total Expenses	Total Sub	Total Cost
<b>Task 1 - Data Collection and Modeling</b>														
1.1	Field Survey				26			12		38	\$9,683		\$52,500	\$62,183
1.2	Flow Monitoring		8		38	16				62	\$15,743	\$3,000	\$94,500	\$113,243
1.3	Calibrate Hydraulic Model				4		40			44	\$7,416			\$7,416
1.4	Preliminary Risk Analysis & Identify Closed-Circuit Television (CCTV) Target Area	4			4		16			24	\$4,852			\$4,852
1.6	Identification of Gravity Pipe Improvements		4			96	212			312	\$56,106			\$56,106
1.7	Visual Assessment of Lift Stations		4	28	28					60	\$17,078	\$500		\$17,578
1.8	Priority and Timing for Renewal of Force Mains	28	4	68	12		28			140	\$38,330			\$38,330
<b>Subtotal Task 1</b>		<b>32</b>	<b>20</b>	<b>96</b>	<b>112</b>	<b>112</b>	<b>296</b>	<b>12</b>	<b>0</b>	<b>680</b>	<b>\$149,208</b>	<b>\$3,500</b>	<b>\$147,000</b>	<b>\$299,708</b>
<b>Task 2 - Analyzing Environmental Variables</b>														
2.1	Existing and Future Capacity Planning and Planning for Capacity Deficiencies		4		8		40			52	\$9,535			\$9,535
2.2	Climate Resiliency Assessment		28	80	42		158	16		324	\$70,430	\$250		\$70,680
2.3	Desktop Geotechnical Assessment	20		104	22		8			154	\$45,300			\$45,300
2.4	I&I Analysis	12	4	8	14		28	12		78	\$18,222			\$18,222
<b>Subtotal Task 2</b>		<b>32</b>	<b>36</b>	<b>192</b>	<b>86</b>	<b>0</b>	<b>234</b>	<b>12</b>	<b>16</b>	<b>608</b>	<b>\$143,487</b>	<b>\$250</b>	<b>\$0</b>	<b>\$143,737</b>
<b>Task 3 - Capital Project Planning</b>														
3.1	Project Risk Analysis	28	4		12	8	52	12		116	\$25,828	\$1,700		\$27,528
3.2	Project Packaging	32	4		20	20	52			128	\$29,070	\$1,700		\$30,770
3.3	Identify Funding Opportunities		4	4						8	\$2,288			\$2,288



**Section F - Budget and Schedule of Charges**

City of Fort Bragg | Wastewater Collection System Master Plan, WWP-00021

**TABLE F-1. ESTIMATED WORK EFFORT AND COST**

No.	Task Description	Engineer 5	Project Manager	Engineer 4	Engineer 3	Engineer 2	Engineer 1	GIS	Admin/Clerical	Total Hours	Total Labor	Total Expenses	Total Sub	Total Cost
		<b>Subtotal Task 3</b>		<b>60</b>	<b>12</b>	<b>4</b>	<b>32</b>	<b>28</b>	<b>104</b>	<b>12</b>	<b>0</b>	<b>252</b>	<b>\$57,187</b>	<b>\$3,400</b>
<b>Task 4 - Collection System Master Plan</b>														
4.1	Develop Capital Improvement Plan	36	12		100		74	20	40	282	\$62,844			\$62,844
4.2	Preliminary Engineering Reports		8		20		50			78	\$15,361			\$15,361
4.3	Collection System Master Plan and Presentations	12	8		24	6				50	\$13,560	\$3,200		\$16,760
<b>Subtotal Task 4</b>		<b>48</b>	<b>28</b>	<b>0</b>	<b>144</b>	<b>6</b>	<b>124</b>	<b>20</b>	<b>40</b>	<b>410</b>	<b>\$91,766</b>	<b>\$3,200</b>	<b>\$0</b>	<b>\$94,966</b>
<b>Task 5 - Project Management and Quality Control</b>														
5.1	Project Management	6	120		44	6	6		36	218	\$52,557			\$52,557
<b>Subtotal Task 5</b>		<b>6</b>	<b>120</b>	<b>0</b>	<b>44</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>36</b>	<b>218</b>	<b>\$52,557</b>	<b>\$0</b>	<b>\$0</b>	<b>\$52,557</b>
<b>COLUMN TOTALS</b>		<b>178</b>	<b>216</b>	<b>292</b>	<b>418</b>	<b>152</b>	<b>764</b>	<b>56</b>	<b>92</b>	<b>2,168</b>	<b>\$494,205</b>	<b>\$10,350</b>	<b>\$147,000</b>	<b>\$651,555</b>
1.5	CCTV Inspection (Optional)	14	8		4		80			106	\$20,267	\$500	\$66,528	\$87,295

## Rate Schedule

HDR will invoice the City using the rate table shown as Table F-2. These rates cover payroll cost, employee benefits, and HDR overhead and profit. Expenses and subconsultants are charged with a five percent markup. These rates are effective until December 31, 2023.

**TABLE F-2. 2023 RATE SCHEDULE  
HDR ENGINEERING, INC.**

Job Description/Category	Average Hourly Billing Rate
Engineer/Technical Specialist 5	\$295.00
Project Manager	\$250.00
Engineer/Technical Specialist 4	\$290.00
Engineer/Technical Specialist 3	\$250.00
Engineer/Technical Specialist 2	\$210.00
Engineer/Technical Specialist 1	\$150.00
GIS Technician 2	\$220.00
GIS Technician 1	\$180.00
Project Controls	\$148.00
Admin/Clerical	\$130.00
<b>Expenses</b>	
Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Ground Transportation (includes Rental Car, Uber, and Train)	At Cost
Photocopies	At Cost
Plotting	At Cost



**Table 1 - Estimated Work Effort and Cost**

City of Fort Bragg

Wastewater Collection System Master Plan, WWP-00021

Task No.	Task Description	Engr 5	Project Manager	Engr 4	Engr 3	Engr 2	Engr 1	GIS	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Subs (\$)	Total Cost (\$)
<b>Task 1 - Data Collection and Modeling</b>														
1.1	Field Survey				26			12		38	\$9,683		\$52,500	\$62,183
1.2	Flow Monitoring		8		38	16				62	\$15,743	\$3,000	\$94,500	\$113,243
1.3	Calibrate Hydraulic Model				4		40			44	\$7,416			\$7,416
1.4	Preliminary Risk Analysis & Identify CCTV Target Area	4			4		16			24	\$4,852			\$4,852
1.5	CCTV Inspection	14	8		4		65			91	\$17,883	\$500	\$55,062	\$73,445
1.6	Identification of Gravity Pipe Improvements		4			96	212			312	\$56,106			\$56,106
1.7	Visual Assessment of Lift Stations		4	28	28					60	\$17,078	\$500		\$17,578
1.8	Priority and Timing for Renewal of Force Mains	28	4	68	12		28			140	\$38,330			\$38,330
	<b>Subtotal Task 1</b>	<b>46</b>	<b>28</b>	<b>96</b>	<b>116</b>	<b>112</b>	<b>361</b>	<b>12</b>	<b>0</b>	<b>771</b>	<b>\$167,090</b>	<b>\$4,000</b>	<b>\$202,062</b>	<b>\$373,152</b>
<b>Task 2 - Analyzing Environmental Variables</b>														
2.1	Existing and Future Capacity Planning and Planning for Capacity Deficiencies		4		8		40			52	\$9,535			\$9,535
2.2	Climate Resiliency Assessment		28	80	42		158		16	324	\$70,430	\$250		\$70,680
2.3	Desktop Geotechnical Assessment	20		104	22		8			154	\$45,300			\$45,300
2.4	I&I Analysis	12	4	8	14		28	12		78	\$18,222			\$18,222
	<b>Subtotal Task 2</b>	<b>32</b>	<b>36</b>	<b>192</b>	<b>86</b>	<b>0</b>	<b>234</b>	<b>12</b>	<b>16</b>	<b>608</b>	<b>\$143,487</b>	<b>\$250</b>	<b>\$0</b>	<b>\$143,737</b>
<b>Task 3 - Capital Project Planning</b>														
3.1	Project Risk Analysis	28	4		12	8	52	12		116	\$25,828	\$1,700		\$27,528
3.2	Project Packaging	32	4		20	20	52			128	\$29,070	\$1,700		\$30,770
3.3	Identify Funding Opportunities		4	4						8	\$2,288			\$2,288
	<b>Subtotal Task 3</b>	<b>60</b>	<b>12</b>	<b>4</b>	<b>32</b>	<b>28</b>	<b>104</b>	<b>12</b>	<b>0</b>	<b>252</b>	<b>\$57,187</b>	<b>\$3,400</b>	<b>\$0</b>	<b>\$60,587</b>
<b>Task 4 - Collection System Master Plan</b>														
4.1	Develop Capital Improvement Plan	36	12		100		74	20	40	282	\$62,844			\$62,844
4.2	Preliminary Engineering Reports		8		20		50			78	\$15,361			\$15,361
4.3	Collection System Master Plan and Presentations	12	8		24	6				50	\$13,560	\$3,200		\$16,760
	<b>Subtotal Task 4</b>	<b>48</b>	<b>28</b>	<b>0</b>	<b>144</b>	<b>6</b>	<b>124</b>	<b>20</b>	<b>40</b>	<b>410</b>	<b>\$91,766</b>	<b>\$3,200</b>	<b>\$0</b>	<b>\$94,966</b>
<b>Task 5 - Project Management and Quality Control</b>														
5.1	Project Management and Quality Control	6	120		44	6	6		36	218	\$52,557			\$52,557
	<b>Subtotal Task 5</b>	<b>6</b>	<b>120</b>	<b>0</b>	<b>44</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>36</b>	<b>218</b>	<b>\$52,557</b>	<b>\$0</b>	<b>\$0</b>	<b>\$52,557</b>
<b>COLUMN TOTALS</b>		<b>192</b>	<b>224</b>	<b>292</b>	<b>422</b>	<b>152</b>	<b>829</b>	<b>56</b>	<b>92</b>	<b>2,259</b>	<b>\$512,088</b>	<b>\$10,850</b>	<b>\$202,062</b>	<b>\$725,000</b>



# City of Fort Bragg

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

## Text File

File Number: 23-387

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**Agenda Date:** 11/13/2023

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8C.

Approval of Agreement with the County of Mendocino to Terminate Leasehold and Cooperative Agreement Pertaining to the Operation of the Animal Control Facility Located at 19701 Summers Lane, Fort Bragg, CA



**AGENCY:** City Council  
**MEETING DATE:** November 13, 2022  
**DEPARTMENT:** City Manager/Administration  
**PRESENTED BY:** Peggy Ducey

## **AGENDA ITEM SUMMARY**

**TITLE:**

**Approval of Agreement with the County of Mendocino to Terminate Leasehold and Cooperative Agreement Pertaining to the Operation of the Animal Control Facility Located at 19701 Summers Lane, Fort Bragg, CA**

**ISSUE:**

The City of Fort Bragg is the property owner at 19701 Summers Lane, Fort Bragg, CA, located next to the Mendocino Coast Humane Society. In 1975, the City signed an Agreement with the County of Mendocino that allowed the County to build and operate an Animal Control Facility on City property. The County now wishes to terminate the City of Fort Bragg - County of Mendocino Cooperative Agreement and the subsequent property lease and release all rights to the possession of the property and obligations under the property lease.

**ANALYSIS:**

In July 1975, the City of Fort Bragg and the County of Mendocino entered into a Cooperative Agreement to permit the County to develop animal control services at 19701 Summers Lane in Fort Bragg. The Agreement allowed the County to construct and operate a new animal control facility located on City-owned property. In February 1977, the City and County executed a land lease for a dollar a year for the County to operate animal control services on the City property for a term of fifty years, ending on February 2027. The County's facility is located next to the Mendocino Coast Humane Society.

Because of financial concerns, the County closed the animal control facility earlier this year. They now request to terminate the Cooperative Agreement, the Lease and all rights to the possession of the property as well as offer the County animal facility to the City. The Mendocino Coast Humane Society has requested to use the County facility to provide additional resources to augment their existing services. If the City Council approves the Agreement with the County to terminate the leasehold and Cooperative Agreement, staff will then negotiate an amendment to the City's agreement with the Mendocino Coast Humane Society to permit them to use the animal control facility for their operations.

**RECOMMENDED ACTION:**

Staff recommends that the City Council approve the Agreement to terminate the leasehold and Cooperative Agreement pertaining to the operation of the animal control facility located at 19701 Summers Lane, Fort Bragg, CA.

**ALTERNATIVE ACTION(S):**

None

**ATTACHMENTS:**

Agreement to Terminate Leasehold and Cooperative Agreement

**IMPLEMENTATION/TIMEFRAMES:**

December 1, 2023

**NOTIFICATION:**

None.

**AGREEMENT TO TERMINATE LEASEHOLD  
AND COOPERATIVE AGREEMENT**

This Agreement to Terminate Leasehold and Cooperative Agreement (“Agreement”) is made as of Oct 31, 2023, by the City of Fort Bragg, a California municipal corporation, referred to in this Agreement as “City,” and the County of Mendocino, a political subdivision of the State of California, referred to in this Agreement as “County.”

**Recitals**

A. City is the owner of certain real property situated in Mendocino County, referred to in this Agreement as the “property,” commonly known as 19701 Summers Lane, located near Fort Bragg, California, in Mendocino County.

B. City and County entered into a Cooperative Agreement for the Development of an Animal Control Facility on Summers Lane (the “Cooperative Agreement”), dated July 29, 1975, which set out certain agreements related to the closure of a then-existing animal control facility near Fort Bragg, the construction of a new County-operated animal control facility to be located on the City-owned property, and the operation of the animal control facility.

C. City and County executed a lease for the County-operated animal control facility on the property on February 8, 1977 (the “Lease”).

D. By the terms of the Lease, the property was leased to County for a term of fifty (50) years, beginning on February 8, 1977, and ending on February 8, 2027.

E. County has closed the animal control facility on the property and desires to terminate the Cooperative Agreement and the Lease and all rights to the possession of the property and to release City from its obligations under the lease.

F. City desires to terminate the Cooperative Agreement and accept County’s surrender and to release County from its obligations under the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual conditions and covenants hereinafter, City and County agree as follows:

1. Termination of Cooperative Agreement. City and County agree to terminate the Cooperative Agreement and agree that termination of the Cooperative Agreement is made with their mutual express intent to extinguish all obligations imposed on them by the Cooperative Agreement.

2. Surrender of Lease. County agrees to surrender the Lease and vacate the property as of December 1, 2023 (the "Surrender Date"). City agrees to accept County's surrender of the Lease and of the property, and, as provided by the Lease, the improvements on the property shall become the property of City, in an "as-is" condition including, without limitation, any defects or environmental conditions affecting the property, known or unknown.

a. City acknowledges that neither County nor its agents have made any warranties, implied or expressed, relating to the condition of the property. County and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to surrender. County makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. City agrees that County shall have no liability for any claim or losses that City or City's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to the property.

b. City and County agree to discharge each other from all obligations under the Lease, including County's obligation to maintain insurance for the property as provided in the Lease, effective as of the Surrender Date.

3. Release. City and County shall, as of the Surrender Date, be fully and unconditionally released and discharged from the respective obligations of the Cooperative Agreement and the Lease arising after the Surrender Date from or connected with the provisions of the Cooperative Agreement and the Lease.

a. This Agreement shall fully and finally settle all demands, charges, claims, accounts, or causes of action of any nature arising out of, or in any way related to the Cooperative Agreement or the Lease and the building constructed by County on the property (collectively, "claims"), including, without limitation, both known and unknown claims and causes of action that may arise out of or in connection with the obligations of the parties under the Cooperative Agreement or the Lease after the Surrender Date.

b. Where this release is of a party to this Agreement, it is intended to extend to that party, to those persons or entities for whom that party may be vicariously liable, and that party's trustees, officers, employees, predecessors, successors and attorneys. The parties intend this release to be full and final and shall extend to all claims and damages past, present or future arising out of or in any way related to the claims.

c. The parties further intend this release to extend to all claims that each party may have against the other in any way related to the claims, regardless of whether they are known, suspected to exist, or unknown, and in this regard waive such protection as is afforded by California Civil Code section 1542 providing:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4. Entire Agreement. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between City and County relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.

5. Attorney's Fees. In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

6. Governing Law. This Agreement shall be governed and construed under the laws of the State of California.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

8. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their heirs, personal representatives, successors, and assigns.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

**CONTRACTOR/COMPANY NAME**

Janelle Raus **10/12/2023**

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

DEPARTMENT HEAD DATE

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

Budgeted:  Yes  No

NAME AND ADDRESS OF CONTRACTOR:

Budget Unit: N/A

Bernie Norvell

Line Item: N/A

416 N. Franklin St.

Grant:  Yes  No

Fort Bragg, CA 95437

Grant No.: N/A

**COUNTY OF MENDOCINO**

By: Glenn McGourty  
GLENN MCGOURTY, Chair  
BOARD OF SUPERVISORS

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Date: 10/31/2023

**ATTEST:**

DARCIE ANTLE, Clerk of said Board

**COUNTY COUNSEL REVIEW:**

By: Antle  
Deputy **10/31/2023**

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

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

By: Christian M. Curtis  
Deputy

DARCIE ANTLE, Clerk of said Board

Date: **10/12/2023**

By: Antle  
Deputy **10/31/2023**

**INSURANCE REVIEW:**

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: Darcie Antle  
Risk Management

By: Tim Hobbs  
Deputy CEO or Designee

Date: **10/12/2023**

Date: **10/12/2023**

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

Exception to Bid Process Required/Completed

Mendocino County Business License: Valid

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





# City of Fort Bragg

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

## Text File

File Number: 23-390

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**Agenda Date:** 11/13/2023

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8D.

Resolution of the Fort Bragg City Council Approving Professional Services Agreement with City Management Advisors, LLC, dba Peckham & Mckenney to Provide Executive Recruitment Services for the Position of City Manager and Direct Staff to Agendize a Professional Service Agreement for Action by City Council (Not To Exceed \$27,000; Account # 110-4110-0319 for \$10,000; Account # 110-4130-0319 For \$17,000)

**(Amount Not To Exceed \$27,000; Account No. 110-4110-0319 For \$10,000; Account No.**

**110-4130-0319 For \$17,000)**

**RESOLUTION NO. \_\_\_\_-2023**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING PROFESSIONAL SERVICES AGREEMENT WITH CITY MANAGEMENT ADVISORS, LLC, DBA PECKHAM & MCKENNEY TO PROVIDE EXECUTIVE RECRUITMENT SERVICES FOR THE POSITION OF CITY MANAGER AND DIRECT STAFF TO AGENDIZE A PROFESSIONAL SERVICE AGREEMENT FOR ACTION BY CITY COUNCIL (NOT TO EXCEED \$27,000; ACCOUNT # 110-4110-0319 FOR \$10,000; ACCOUNT # 110-4130-0319 FOR \$17,000)**

**WHEREAS**, on September 10, 2023, the City Manager provided notice of resignation to the Mayor and City Councilmembers; and

**WHEREAS**, on October 10, 2023, the City Council voted to accept the resignation of the City Manager; and

**WHEREAS**, Mayor Norvell received a proposal from Roseville-based executive search firm City Management Advisors, LLC dba Peckham & McKenney, who previously conducted a successful search for Fort Bragg City Manager; and

**WHEREAS**, the cost of \$27,000 for full recruitment services has not changed since the first recruitment in 2017; and

**WHEREAS**, approval of the contract with Peckham & McKenney is recommended so the search for a replacement City Manager can promptly go forward; and

**WHEREAS**, funds for these services are provided through both the City Council and City Manager’s professional services budget.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve a Professional Services Agreement with City Management Advisors, LLC dba Peckham & McKenney to provide executive recruitment services for the position of City Manager and directs staff to agendize a Professional Services Agreement for action by City Council.

**The above and foregoing Resolution was introduced by Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a special meeting of the City Council of the City of Fort Bragg held on the 13<sup>th</sup> day of November 2023, by the following vote:**

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

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

**ATTEST:**

\_\_\_\_\_  
**Cristal Munoz**  
Acting City Clerk



October 13, 2023

Mayor Bernie Norvell  
416 North Franklin Street  
Fort Bragg, CA 95437  
Via PDF/Email To: [BNorvell2@FortBragg.com](mailto:BNorvell2@FortBragg.com)

Dear Mayor Norvell,

Thank you for considering Peckham & McKenney once again for the City of Fort Bragg recruitment for City Manager. We have enjoyed working with the City over the years and most recently in the recruitment for Police Chief and City Manager. Peckham & McKenney would be honored to again represent the City Council in this important search and specifically *finding* exceptionally skilled and experienced candidates for working with you, serving City residents, achieving your goals, and serving as the organization's leader.

As a long-standing, successful, and boutique firm specifically serving small and medium size cities in California, Peckham & McKenney is the recruiter of choice for cities; four key reasons are:

- We actively and personally search for, find and pursue candidates. We don't rely on ads and posts for attracting applicants. We have an extensive network, use the telephone and LinkedIn, and sell the opportunity.
- We limit the number of concurrent searches in order to directly focus on serving our client.
- We prioritize communicating with our client and applicants to keep everyone informed.
- Your recruiter is personally, solely, and directly doing, and responsible for, all aspects of the search while also serving as your one point of contact. In other words, the individual who knows you and the position the most is handling all components of the recruitment.

Our Peckham & McKenney team is comprised of retired City executives who are passionate about the public sector. As a Recruiter and owner of the firm, I'm proud of what we do because our team's values and priorities are to assist public agencies in furtherance of good government; place quality above quantity; and build long lasting relationships with those in the public service. We have also conducted several searches in the general region of Fort Bragg, specifically the Cities of Anderson, Healdsburg, Petaluma, and Windsor, among other generally remote communities like Corning, Susanville, Redding, Mariposa County, and Mammoth Lakes.

Either Tara Schultz or I will serve as your recruiter. Both of us are retired City Managers with decades of experience working in local governments. As such, we are both very familiar with the responsibilities of the City Manager, expectations of the position and working with the City Council. Moreover, with personally having conducted numerous searches, we know and understand what is necessary to find good candidates and we have a strong, excellent network for attracting candidates. I would be pleased to conduct the search while on the other hand, Tara maybe a refreshing alternative to me.

---

Peckham & McKenney, 300 Harding Boulevard, Suite 203D, Roseville, CA 95678

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Attached is an example of a Candidate Profile that illustrates the information we collect, detail and utilize to attract applicants. Also attached is our proposal for conducting the search that includes information about our firm, process, timeline, resources, references, experience and fee. We still charge a fixed, all-inclusive fee; and because this search will necessitate a lot of personal, direct outreach and time to find the right fit for you (based on experience), we are again proposing \$27,000<sup>1</sup> that I'd be pleased to discuss. We would also be pleased to participate in a Zoom interview to personally present and discuss our proposal. Our proposal outlines a 12- to 14-week search process.

We are excited for the opportunity to implement the process leading to the successful placement of a candidate that "fits" the City's interests. Please feel free to call me at 310.567.1554 if there are any questions.

Sincerely,



Anton "Tony" Dahlerbruch  
Executive Recruiter

[Tony@PeckhamAndMcKenney.com](mailto:Tony@PeckhamAndMcKenney.com)

Enclosure:

City of Fort Bragg Search Proposal  
Candidate Profile Examples

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<sup>1</sup> This represents a discount from our regular fee of \$29,000.

**City of Fort Bragg**

**RECRUITMENT PROPOSAL**

for

**City Manager**

October 13, 2023

Peckham & McKenney  
"All about fit"



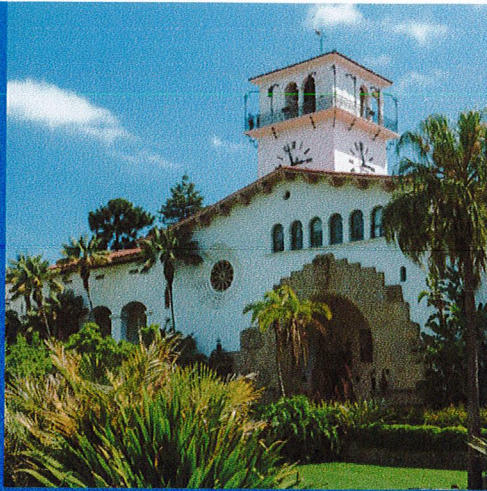
**Peckham & McKenney**  
**EXECUTIVE SEARCH**

*Serving local governments (cities, counties, districts) by conducting recruitments and placing management and executive leaders that fit the personnel needs and interests of agencies.*

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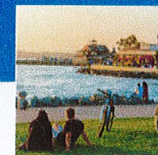
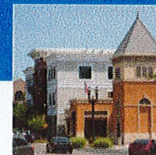
## WHY CHOOSE US?

Peckham & McKenney focuses on *quality* searches and placements (over quantity) in recognition that each placement is “All about fit”. Serving local government since 2004, we are one of the most trusted and respected executive recruitment firms in the country. We have successfully placed hundreds of local government professionals including City Managers, County Executive Officers, General Managers, Police and Fire Chiefs, Department Heads, Assistant Managers, and mid-level Managers. Time and again, we receive unsolicited compliments from clients and candidates

in reference to our integrity and high ethics, commitment, follow-through, communication, and service. We take pride in treating both our clients and candidates with utmost respect.



For more information, please visit our website at [www.PeckhamAndMcKenney.com](http://www.PeckhamAndMcKenney.com).



## OUR COMMITMENT TO YOU

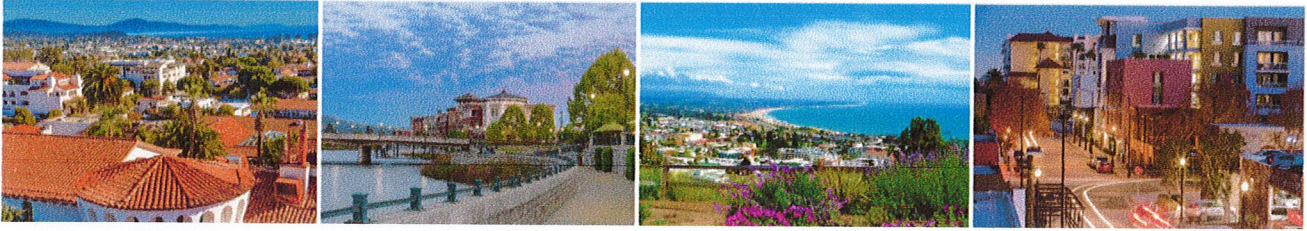
Peckham & McKenney, by maintaining the quality, style, values and culture established by Bobbi Peckham and Phil McKenney, performs on the premise that an executive search firm must be dedicated to providing its clients and candidates with professional and responsive service, and a personal, hands-on approach. Our business philosophy is founded on the understanding that we are in a “people” related industry and that attention to others’ needs is the key to providing effective customer service.

- **We believe in honesty.** No client should ever appoint an individual without being fully knowledgeable of the candidate’s complete background and history. Additionally, no candidate should ever enter into a new career opportunity without full disclosure of any organizational “issues.”
- **We keep everyone involved in the recruitment process informed.** Not only do we provide regular updates to our clients, we also have a reputation for keeping our candidates up to date.
- **We do not recruit staff from our client agencies** for another recruitment during an active engagement, nor

do we “parallel process” a candidate, thereby pitting one client against another for the same candidate.

- **We do not recruit our placements — ever.** Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. If they become a finalist, we ask that they speak to their supervisor to alert them of their intent.
- **We are retained only by cities, counties and special districts.** We are not retained by applicants or non-governmental agencies.
- **We do not over commit ourselves to too many searches.** Your recruiter maintains a small, limited number of concurrent searches at all times in order to focus specifically and diligently on recruiting qualified candidates for your vacancy.
- **We commit to diversity in its broadest possible definition in every aspect of each executive recruitment.** Peckham & McKenney has a well established reputation of placing women and people with diverse backgrounds.

## EXPERIENCE



With our recruitment team that solely consists of retired City Managers, Assistant City Managers, Police Chiefs and Department Heads, and our expert support team, Peckham & McKenney brings more experience and knowledge of local government and executive search than any other California recruiter. Just a few of our most recent recruitments related to your search for a City Manager have been for:

- City Manager, City of Anderson, CA (current)
- City Manager, City of Big Bear Lake, CA
- City Manager, City of Corning, CA
- City Manager, City of Manteca, CA
- Town Manager, City of Mammoth Lakes, CA (current)
- City Manager, City of Pleasant Hill, CA
- City Manager, City of Seaside, CA
- City Manager, City of Watsonville, CA
- Assistant City Manager, City of Hollister, CA
- Assistant City Manager, City of San Luis Obispo, CA
- Deputy City Manager, City of Thousand Oaks, CA
- County Executive Officer, Napa County, CA
- County Administrator, Solano County, CA
- County Administrative Officer, Mono County, CA
- Assistant County Executive Officer, Santa Barbara County, CA
- Assistant County Administrative Officer/Human Resources Director, Mariposa County, CA

Please don't hesitate to contact these agencies as well as our large list of current and former clients on our website ([here](#)); they will attest to our quality of service, on-going communication throughout the process, personal and direct outreach and sourcing of candidates, quality applicant pool, written materials and interview facilitation.

As an ambassador of our clients, Peckham & McKenney is also known for maintaining ongoing communications with our applicants throughout the search process, treating every applicant with respect, and appropriately informing candidates to support their best effort. The numerous compliments we have received from applicants fairly illustrate this reputation.

### Comfortable and Professional Experience

"I'd like to thank you again for your support and guidance throughout the recruitment and selection process. It was a comfortable and professional experience, and I attribute a great deal of that to you. It's my hope that our professional paths may cross again in the

### Straightforward, Friendly, and Humane Recruitment Process

"I wanted to let you know what a terrific job I thought you and Peckham & McKenney did on the recruitment. It was absolutely the most straightforward, friendly, and humane recruitment process I've ever participated in. And I would feel the same way even if the outcome was not



### **Proactive and Responsive**

Diana worked with the City to fill the Chief of Police position early in 2023. Diana is clearly well respected in the LEO community and has a vast network which led to a competitive pool of candidates for the City to select from. Diana was proactive from our very first meeting and always very responsive. The City team valued Diana's integrity, opinion and sense of humor. She was a pleasure to work with and I wouldn't hesitate to hire her for any executive recruitment critical to your organization. **Client**

### **You Made Me Feel So Comfortable**

"This is my first time working with a recruiting company, and I'm so happy for having the opportunity to work with your company, wow! I truly enjoyed the process! Your interview skills are amazing! You made me feel so comfortable and I felt like I was just talking shop with a longtime friend. Thanks for the personal touch that you include in your job, I believe that this is what makes your firm so desirable and successful." **Candidate**

Testimonials from clients and candidates are at <https://www.peckhamandmckenney.com/testimonials>.

Please feel free to contact any of the following current and recent clients to inquire about their experience with Peckham & McKenney. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients listed in this proposal.

#### **City of Big Bear Lake, CA – City Manager**

Mayor/Councilmembers Rick Herrick and Randall Putz, and / or Erik Sund, City Manager  
(909) 866-5831; [rherrick@citybigbearlake.com](mailto:rherrick@citybigbearlake.com), [rputz@citybigbearlake.com](mailto:rputz@citybigbearlake.com) and / or [esund@cityofbigbearlake.com](mailto:esund@cityofbigbearlake.com)

#### **City of Fillmore, CA – Public Works Director and Finance Director**

David Rowlands, City Manager or Erika Herrera, Assistant City Manager  
(805) 524-1500 x 209; [drowlands@fillmore.gov](mailto:drowlands@fillmore.gov) or (805) 946-1712; [eherrera@fillmore.gov](mailto:eherrera@fillmore.gov)

#### **City of San Dimas, CA – City Manager**

Mayor Emmett Badar, Members of the City Council and / or City Attorney Jeffrey Malawy  
(909) 394-6200; [ebadar@sandimasca.gov](mailto:ebadar@sandimasca.gov) or (310) 801-9529; [jmalawy@awattorneys.com](mailto:jmalawy@awattorneys.com)

#### **City of Santa Barbara, CA – Economic Development Manager, Finance Director, Community Development Director, Information Technology Director and City Administrator (current)**

Rebecca Bjork, City Administrator, or Wendy Levy, Human Resources Director  
(805) 564-5301; [rbjork@santabarbara.gov](mailto:rbjork@santabarbara.gov) or (805) 564-5313; [wlevy@santabarbara.gov](mailto:wlevy@santabarbara.gov)

#### **County of Santa Barbara, CA – Assistant County Executive Officer for Municipal Services, General Services Director, Chief Data Officer, Chief Information Officer, and Deputy Director for Long Range Planning**

Carolyn Marceda, County Recruiter or Mona Miyasato, County Executive Officer  
(805) 618-8711; [cmarceda@sbcountyhr.org](mailto:cmarceda@sbcountyhr.org) or (805) 568-3400; [mmiyasato@countyofsb.org](mailto:mmiyasato@countyofsb.org)

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## YOUR RECRUITMENT TEAM

### Our Approach

With every Peckham & McKenney recruitment, your Recruiter has the entire Peckham & McKenney team of Recruiters and administrative personnel for backup, support, collaboration, and sourcing. *However*, when you retain Peckham & McKenney, *your Recruiter* serves as your single point of contact throughout the entire search process and is fully responsible for its success. Moreover, in order to fully focus on your search and finding applicants that fit with the ideal candidate you are seeking, your Recruiter also maintains no more than 6 active searches.

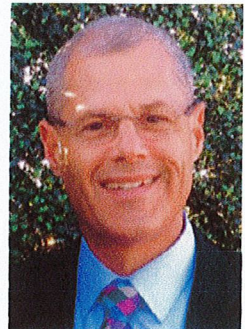
The Executive Recruiter for you in this search is either Tony Dahlerbruch or Tara Schultz.



*Peckham & McKenney Team*

### Tony Dahlerbruch, Executive Recruiter Managing Member (owner) of Peckham & McKenney Executive Search

Tony worked in local government over 30 years before joining the Peckham & McKenney team. His experience spans most every city department in the Cities of Beverly Hills, California; Scottsdale and Phoenix, Arizona; and Rockville, Maryland, with ultimately serving a combined 12 years as City Manager in Rolling Hills and Palos Verdes Estates, California. Tony has represented the City Managers Department in CalCities as a two term Director on the Executive Board, President of City Managers Department, and member of numerous Policy Committees. He has also served as a Regional Vice President on the Executive Board of the International City/County Management Association. Tony holds a Bachelor of Arts in Political Science from the University of California at Santa Barbara and a Master of Public Administration from The American University in Washington, D.C.



### Tara Shultz, Executive Recruiter, Peckham & McKenney Executive Search

With a 28 year career in local government, Tara retired from city service in 2020. At the time of her retirement, she was the City Manager of Claremont, California. Prior to serving in Claremont, Tara contributed nearly 19 years of her career to the City of Alhambra. Tara served as Deputy City Manager and then Assistant City Manager, along with holding the titles of Administrative Services Director, Development Services Director and Human Resources Director. Tara has a bachelor's degree in Recreation Administration and a master's degree in Public Administration from California State University, Northridge.



Tony and Tara are supported by the following [team](#).

### **Joyce Johnson, Operations Manager**

Joyce Johnson joined Peckham & McKenney in 2005 and serves as the firm's Operations Manager. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two national management consulting and executive recruitment firms. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. Ms. Johnson holds an Associate of Arts degree from American River College.

### **Taylor Bergstrom, Research Assistant**

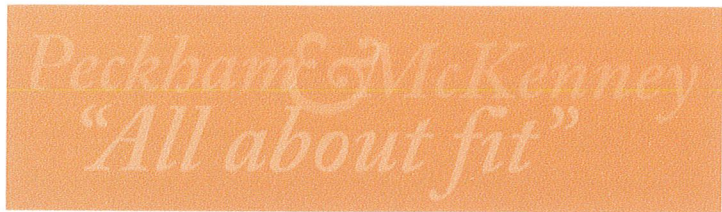
Taylor Bergstrom joined Peckham & McKenney in 2022 and currently serves as a Research Associate. Taylor is currently pursuing a PhD at UCLA where she worked previously as a lab manager overseeing various research projects. Prior to that, Taylor graduated from UC San Diego with a Bachelor of Science degree in Psychology.

### **Linda Pucilowski, Graphic Designer**

With nearly 30 years of experience, Linda Pucilowski provides her expert design and marketing skills to Peckham & McKenney. She is the firm's "go-to" professional for all advertising and brochure design and creation. Ms. Pucilowski holds a Bachelor's degree from California State University, Sacramento.

### **Rachel Moran, Website & Social Media Assistant**

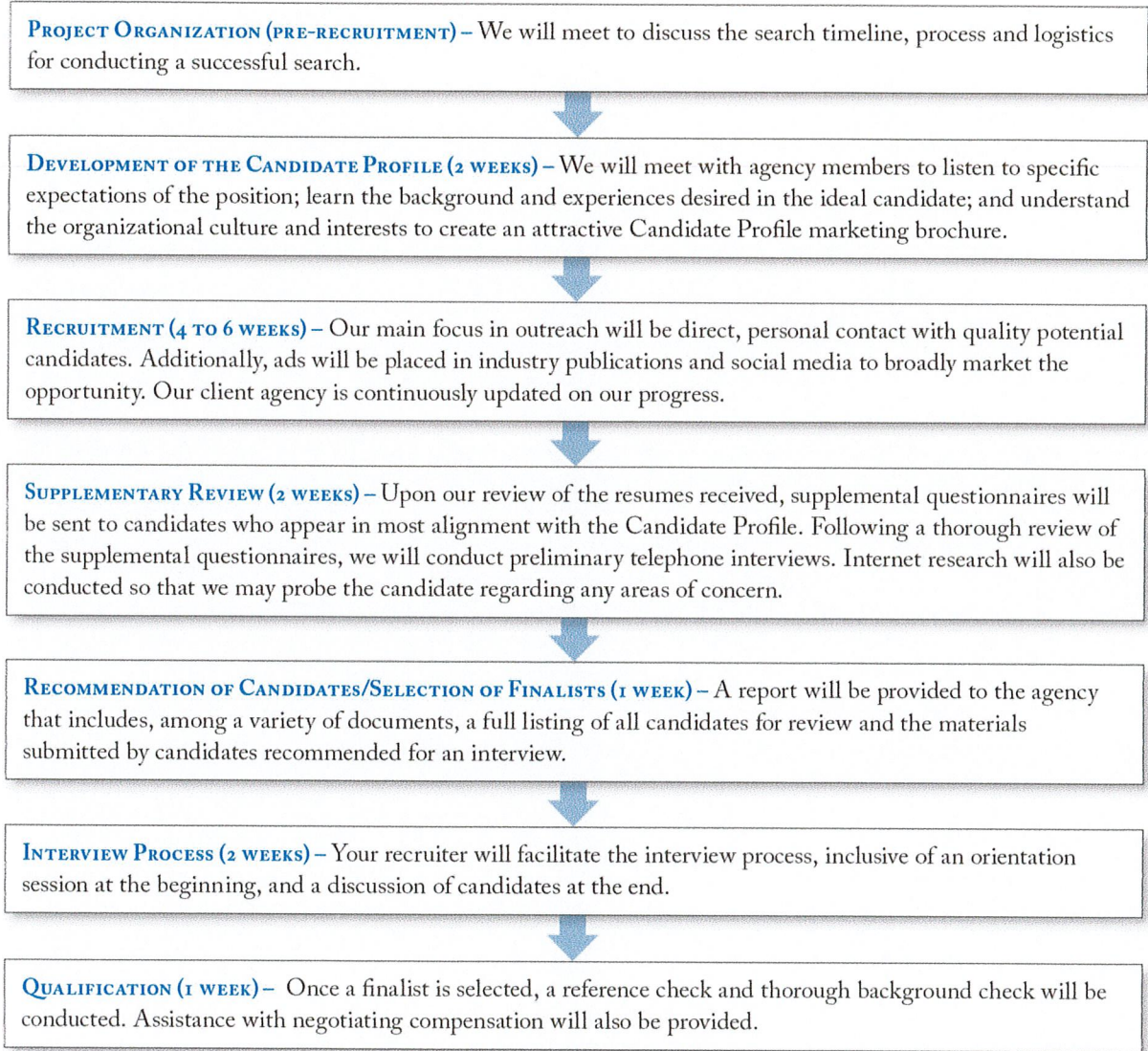
Rachel Moran has been in the graphic design field since 2007 and prides herself on creating eye-catching visual art. She supports the Peckham & McKenney team by handling all website visual and technical design as well as social media. Ms. Moran graduated from the Art Institute of Houston obtaining her Bachelor's Degree in Fine Arts with a concentration in Graphic Design.



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## THE SEARCH PROCESS AND SCHEDULE

Peckham & McKenney is committed to finding the best fit for your position. Our process is 12 to 14 weeks and generally involves the following phases:



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## COST OF SERVICES

The proposed fee to conduct the search process for your next City Manager is \$27,000. This is an all-inclusive fee for the services described below and, in this proposal, to achieve success in your search. Additional services can be provided and negotiated accordingly.

Peckham & McKenney is unique among recruiting firms for several reasons including having a fixed all-inclusive fee. We have found that an all-inclusive fee for the search process is simpler, cost-effective, and efficient.

The all-inclusive fee above includes professional fees and expenses (out-of-pocket costs associated with advertising, Recruiter travel, administrative support / printing / copying / postage / materials, telephone / technology, internet research checks on recommended candidates, and full background check on selected finalist only). For services not specified herein, we will discuss your interests and an appropriate fee.

### PROCESS OF PAYMENT

One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront and necessary expenses incurred by Peckham & McKenney on the City's behalf for the preparatory work and advertising. If the retainer is not received by Peckham & McKenney within 30 days of execution of the agreement, we will suspend the recruitment process until payment is received. The second one-third of the full payment will be invoiced 1 month from contract execution, and it is due within 30 days following the invoice date. The final one-third of the full payment will be invoiced 2 months from contract execution, and it is due within 30 days following the invoice date.

### AGREEMENT

Peckham & McKenney is the operating name of City Management Advisors LLC, Anton Dahlerbruch, Managing Member.

### INSURANCE

Peckham & McKenney carries Professional Liability Insurance (\$1,000,000 limit), Commercial General Liability Insurance (\$2,000,000 General Liability, and \$4,000,000 Products) and Automobile Liability Insurance (\$1,000,000). Our Insurance Broker is B&B Premier Insurance Solutions, Agoura Hills, CA.



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## GUARANTEE

*We are pleased to share that the Peckham & McKenney success and placement record are particularly strong. We are confident that our recruitment process will result in a quality candidate that will stay in your employment.*



### OUR GUARANTEE:

- We will connect with you and our placement in 6 months and 1 year after the appointment to check-in.
- We will conduct a second search within 6 months of our search process if a candidate is not placed.
- If the Peckham & McKenney recommended candidate/placement vacates the position within 1 year from the date of accepting the offer (external candidates only and except in the event of budgetary cutbacks, promotion, position elimination, or illness/death, etc.), we agree to conduct a second search within 6 months of the vacancy.

In the unlikely event that a second search is needed, we will review with you the changes necessary for a new outcome. Recognizing the current market for finding competent and successful executives and the changes in strategy that would be needed for a second search, the cost of a second search will be discounted to half of the fee for conducting the original search.

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## DIVERSITY STATEMENT



Peckham & McKenney is committed to diversity in its broadest possible definition in every aspect of each executive recruitment our firm provides. We take pride in the placement of women and applicants of diversity, and are known for long, successful tenures of candidates selected by the agency.

Peckham & McKenney does not discriminate on the basis of race, color, religion, creed, sex/gender, national origin/ancestry, disability, pregnancy, sexual orientation (including transgender status), marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all of our recruitments.

For over 30 years, founder Bobbi Peckham has been a champion of women seeking executive leadership positions within local government.

With our diverse team of Recruiters, Peckham & McKenney supports, promotes and advocates for diversity in the recruitment and hiring processes. In addition to our outreach methods, Peckham & McKenney routinely advertises with the National Forum of Black Public Administrators (NFBPA), Local Government Hispanic Network (LGHN) and CivicPRIDE as well as the National Diversity Network to ensure placement of your opportunity with the following online venues:

- African American Job Network
- Asian Job Network
- Disability Job Network
- Latino Job Network
- LGBT Job Network
- Retirement Job Network
- Veteran Job Network
- Women's Job Network