



City of Fort Bragg

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

Meeting Agenda City Council

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

Monday, October 28, 2024

6:00 PM

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COUNCILMEMBERS PLEASE TAKE NOTICE

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

ZOOM WEBINAR INVITATION

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

You are invited to a Zoom webinar.

When: Oct 28, 2024 06:00 PM Pacific Time (US and Canada)

Topic: City Council Meeting

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/87426858079>

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

Webinar ID: 874 2685 8079

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

CLOSED SESSION REPORT

AGENDA REVIEW

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

- 1A. [24-967](#) Presentation of POST Executive Certificate to Chief Cervenka by California Commission on Peace Officer Standards and Training Law Enforcement Consultant Lisa Holton. (Announcements)

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

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

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

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

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 Public Information Coordinator Amber Weaver, aweaver@fortbragg.com

3. STAFF COMMENTS

4. MATTERS FROM COUNCILMEMBERS

5. CONSENT CALENDAR

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

- 5A. [24-984](#) Adopt Resolution of the Fort Bragg City Council Approving Agreements with Pacific Gas & Electric for Electric Relocation and Transformer Upgrade at CV Starr Community Center for the Solar Facilities Project (Collective Amount Not to Exceed \$85,103.14); Exempt from CEQA Pursuant to Public Resource Code PRC § 21080.35

Attachments: [RESO PGE PO for CV Starr](#)
[Exhibit A - PG&E quote](#)

- 5B. [24-985](#)** Adopt Resolution of the Fort Bragg City Council Approving Contract Change Orders with Redwood Roofers For The City Hall Roof Replacement Project, City Project No. PWP-00139 and Authorizing the City Manager to Execute (New Amount Not To Exceed \$122,307.00, Account 427-4878-0731). CC
- Attachments:** [RESO City Hall Roof Project Change Order](#)
[Redwood Roofers Change Order 1](#)
[Redwood Roofers Change Order 2](#)
[Redwood Roofers Change Order 3](#)
- 5C. [24-988](#)** Resolution of the Fort Bragg City Council Accepting Federal Funding Account (FFA) Grant Program Funds in the Amount of \$10.3 Million for the Municipal Broadband Project, and Approving Budget Amendment 2024/25-03 for \$8,376,309 Fiscal Year 2024/25
- Attachments:** [RESO FFA Award & Budget Amendment](#)
[Budget Amendment 2024-25-03](#)
- 5D. [24-989](#)** Resolution of the Fort Bragg City Council Approving Professional Services Agreement with Mitch Drake to Assist with Administering the City's Municipal Broadband Project (Amount Not to Exceed \$30,000; Account 421-4875-0310)
- Attachments:** [RESO Drake Contract](#)
[Exhibit A - Scope of Work](#)

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

7. PUBLIC HEARING

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

8. CONDUCT OF BUSINESS

- 8A. [24-994](#)** Receive Report and Consider Adoption of Resolution Approving Request from the Mendocino Coast Humane Society and Authorizing City Manager to Release Payment (Amount Not to Exceed \$20,000; Account No. 110-4390-0619)
- Attachments:** [RESO Measure AB Funds to Humane Society](#)
[Request of funds](#)
- 8B. [24-990](#)** Update from the Ad-hoc on Culture and Education Committee and Consideration of Approval of the Land Acknowledgement and City of Fort Bragg's Commitments
- Attachments:** [Land Acknowledgement and Commitments](#)
- 8C. [24-993](#)** Presentation from Pam Bell Events on a Fort Bragg Blues Festival in 2025 and Seek Council Direction

9. CLOSED SESSION

ADJOURNMENT

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

**NEXT REGULAR CITY COUNCIL MEETING:
6:00 P.M., MONDAY, NOVEMBER 12, 2024**

STATE OF CALIFORNIA)
)ss.
COUNTY OF MENDOCINO)

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg and that I caused this agenda to be posted in the City Hall notice case on October 25, 2024.

Amber Weaver
Public Communications Officer

NOTICE TO THE PUBLIC:

DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:

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

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

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

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

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



City of Fort Bragg

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

Text File

File Number: 24-967

Agenda Date: 10/28/2024

Version: 1

Status: Mayor's Office

In Control: City Council

File Type:
Recognition/Announcements

Agenda Number: 1A.

Presentation of POST Executive Certificate to Chief Cervenka by California Commission on Peace Officer Standards and Training Law Enforcement Consultant Lisa Holton.

(Announcements)



City of Fort Bragg

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

File Number: 24-984

Agenda Date: 10/28/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5A.

Adopt Resolution of the Fort Bragg City Council Approving Agreements with Pacific Gas & Electric for Electric Relocation and Transformer Upgrade at CV Starr Community Center for the Solar Facilities Project (Collective Amount Not to Exceed \$85,103.14); Exempt from CEQA Pursuant to Public Resource Code PRC § 21080.35

RESOLUTION NO. -2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING AGREEMENTS WITH PACIFIC GAS & ELECTRIC FOR ELECTRIC RELOCATION AND TRANSFORMER UPGRADE AT CV STARR COMMUNITY CENTER FOR THE SOLAR FACILITIES PROJECT (COLLECTIVE AMOUNT NOT TO EXCEED \$85,103.14)

WHEREAS, on June 10, 2024, the City of Fort Bragg (“City”) approved Resolution No. 4803-2024 authorizing the City Manager to execute an energy services agreement with Syserco Energy Solutions to design and install solar at six (6) City facilities including the CV Starr Community Center; and

WHEREAS, the electric relocation & rearrangement, and an upgrade to the transformer at the CV Starr Community Center is needed to enable solar installation; and

WHEREAS, the cost of the services are not to exceed \$85,103.14 for the design and installation of the equipment shown in Exhibit A; and

WHEREAS, staff has identified savings within the adopted capital improvement CV Starr budget to proceed with this work; and

WHEREAS, the proposed project is exempt from further environmental review under the California Environmental Quality Act (CEQA) because it is consistent with CEQA Section 21080.35, which provides that solar energy systems installed on the roof of an existing building or on an existing parking lot are statutorily exempt from CEQA. The proposed project involves the modifications to the existing electrical systems to support the construction of the solar arrays and the proposed project would not meet any of the exceptions specified in the CEQA guidelines section 21080.35(d) through (f); and

NOW, THEREFORE, BE IT DETERMINED, FOUND, AND RESOLVED as follows:

1. The Recitals set forth above are true and correct and are fully incorporated herein as findings.
2. The City Council of the City of Fort Bragg does hereby approve the Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation or Electrical Standby Service with Pacific Gas & Electric, and authorizes the City Manager or designee to execute all necessary documents (total amount not to exceed \$39,339.64).
3. The City Council of the City of Fort Bragg further approves the Agreement to Perform Tariff Schedule Related Work with Pacific Gas and Electric, and authorizes the City Manager to execute all necessary documents (total amount not to exceed \$45,763.50).

The above and foregoing Resolution was introduced by Councilmember ____, seconded by Councilmember _____, and passed and adopted at a regular meeting

of the City Council of the City of Fort Bragg held on the 28th day of October 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

ATTEST:
Diana Sanchez
City Clerk



Electric Generation Interconnection
Mail Code N7L
P.O. Box 770000
San Francisco, CA 94177

CITY OF FORT BRAGG

300 S LINCOLN ST, FORT BRAGG, CA, 95437

Reference #**125747388**

Account # **4518650976**

Meter # **1010127026**

Dear **CITY OF FORT BRAGG**,

PG&E has completed the costs of the upgrade for the Transformer. Attached you will find:

- **Form 79-280:** Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility – Owned Generation and/or Electric Standby Service.
- **Form 79-702:** Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility – Owned Generation and/or Electric Standby Service – Appendix A – Detail Special Facilities Charges.

Please read these forms over carefully and return back to PG&E with a signed and dated copy. **Please submit the forms via email to Biencarlo Villa (B2V7@pge.com).**

In summary, the cost estimate for the required Interconnection Facilities you are responsible is listed below:

PG&E is requesting from **CITY OF FORT BRAGG** the total amount of **\$ 39,339.64** for the new Interconnection Facilities required to interconnect this NEM project of the above customer.

By Check: Please list on check the following-

Order Number: PM# 35579090, EGI Ref# 125747388, **CITY OF FORT BRAGG**

Send payment to:

Regular Mail:

CFM/PPC Department

Po Box 997340

Sacramento, CA 95899-7340

Overnight Mail:

PG&E/Customer Fund Management

BPMP – Payment Processing Center

885 Embarcadero Drive

West Sacramento, CA 95605



- DISTRIBUTION
- Applicant
 - Division,
 - Const. Accounting
 - Accounting Ops
 - Tariff Interpretation

REFERENCES

QF Log #: 30S50473

GM/WO #: 35579090

Premises #: 524666494

AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES FOR PARALLEL OPERATION OF NONUTILITY-OWNED GENERATION AND/OR ELECTRICAL STANDBY SERVICE (ELECTRIC RULES 2 AND 21)

At the request of CITY OF FORT BRAGG, (Applicant), **PACIFIC GAS AND ELECTRIC COMPANY (PG&E)** hereby agrees to furnish at Applicant's expense within a reasonable time certain facilities consisting of Transformer Upgrade (Special Facilities). Such Special Facilities are expected to be necessary on or about 10/08/2024 for the interconnection of Applicant's electric generating plant with PG&E's system and/or PG&E's delivery of electrical standby service to Applicant's premises at 300 S LINCOLN ST.FORT BRAGG.CA, County of MENDOCINO, State of California.

1. This Agreement includes Appendix A, Detail of Special Facilities Charges, which is attached and incorporated herein by reference. Appendix A may be revised or superseded by mutual written agreement and without formal amendment of the remainder of this agreement.
2. Applicant shall pay PG&E, on demand prior to commencement of any work by PG&E, an initial charge equal to the sum of the amounts which are specified in Appendix A.
3. Applicant also shall pay PG&E any applicable monthly rates and charges for service under PG&E's tariff schedules plus an ownership charge, either (a) or (b) below as specified in Appendix A, namely:
 - (a) COST-OF-OWNERSHIP CHARGE representing PG&E's continuing monthly cost of financing (if applicable), owning and maintaining Special Facilities; or
 - (b) An EQUIVALENT ONE-TIME CHARGE which is equal to the present worth of the monthly COST-OF-OWNERSHIP CHARGE in perpetuity. The COST-OF-OWNERSHIP CHARGE shall commence on the date Special Facilities are first available for Applicant's use, as such date is established in PG&E's records. PG&E will notify Applicant, in writing, of such commencement date. The EQUIVALENT ONE-TIME CHARGE (if applicable) shall be payable by Applicant to PG&E on demand.
4. The ownership charge set forth in paragraphs 3(a) or 3(b) herein is determined in accordance with the applicable percentage rates established in the Special Facilities section of PG&E's electric Rule 2, copy attached. Should the California Public Utilities Commission (Commission) subsequently authorize higher or lower percentage rates, the monthly COST-OF-OWNERSHIP CHARGE shall automatically increase or decrease without formal amendment to Appendix A as of the effective date of the Commission's authorization.
5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:
 - (a) the right to make such installation on Applicant's premises along the shortest practical route thereon with sufficient legal clearance from all structures now or hereafter erected on Applicant's premises; and
 - (b) the right of ingress and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of Special Facilities.
6. Where formal rights of way or easements are required on or over property of Applicant or the property of others for the installation of Special Facilities, Applicant agrees that PG&E shall obtain them at Applicant's expense, or if Applicant and PG&E agree otherwise, Applicant shall obtain any necessary permanent rights of way or easements, satisfactory to and without cost to PG&E.
7. PG&E shall not be responsible for any delay in completion of the installation of Special Facilities resulting from shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or regulatory agency, delay in obtaining necessary rights of way and easements, acts of God, or any other cause or condition beyond the control of PG&E, nor shall PG&E be liable for incidental, indirect, special, punitive, or consequential damages for any such delay. PG&E shall have the right, if for one of the above reasons it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction, hereunder resulting from such allocation shall be deemed to be a cause beyond PG&E's control. In any event, PG&E's total liability for any delay in the completion of the installation of Special Facilities shall not exceed the amount of Special Facilities Charges paid by Applicant.



Electric Sample Form No. 79-280

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of (T)
 Nonutility-Owned Generation and/or
 Electrical Standby Service (Electric Rules 2 and 21) (T)

**Please Refer to Attached
 Sample Form**

Advice Letter No: 4141-E
 Decision No. 11-05-018

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed November 15, 2012
 Effective November 15, 2012
 Resolution No. _____



Agreement for Installation or Allocation of Special Facilities for Parallel Operation of NonUtility-Owned Generation and/or Electrical Standby Service (Electric Rules 2 and 21)

8. In the event that PG&E is prevented from completing the installation of Special Facilities for reasons beyond its control after twelve (12) months following the date of this Agreement, PG&E shall have the right to supersede this Agreement subject to Applicant's election as provided below upon at least thirty (30) days' written notice to Applicant and adjust any amounts paid or required to be paid by Applicant hereunder that may be due based on that portion of the Special Facilities then completed, if any, utilizing the estimated costs developed by PG&E for this Agreement. Such a superseding agreement, if any, shall be in substantially the same form as this agreement, be executed by both parties hereto, and shall provide that costs be allocated to the portion of the Special Facilities then completed, if any, consistent with those costs estimated by PG&E for this agreement. If Applicant elects not to execute a superseding agreement, this agreement shall be terminated and the provisions of paragraph 11 herein shall be applied to that portion of Special Facilities then completed, if any. Applicant also shall reimburse PG&E for any expenses it may have incurred for engineering, surveying, right of way acquisition and other work associated with that portion of Special Facilities not installed
9. If it becomes necessary for PG&E to alter rearrange or make addition to Special Facilities in order to maintain parallel operation of Applicant's generation or electrical standby service to Applicant's premises, Applicant shall be notified, in writing, of such necessity and shall be given the option to either terminate this Agreement upon thirty (30) days' written notice to PG&E, or to pay to PG&E additional Special Facilities charges consisting of:
- (a) a facility termination charge for that portion of Special Facilities which is being removed because of alteration, rearrangement or addition to Special Facilities. Such charge to be determined in the same manner as described in paragraph 11 herein; plus,
 - (b) an additional ADVANCE and/or REARRANGEMENT CHARGE, if any for any new Special Facilities which shall be applied in the same manner as prescribed in paragraph 2 herein; plus,
 - (c) a revised monthly COST-OF-OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE based on the estimated installed costs of all new and remaining Special Facilities. Such revised monthly COST-OF-OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE shall be applied in the same manner as prescribed in paragraph 3 herein.
10. This Agreement shall become effective when executed by the parties hereto and, except as provided for in paragraphs 8 and 9 herein, shall remain in force until one of the following events occurs:
- (a) a power purchase, parallel operation, electrical standby service or other form of agreement no longer exists between Applicant and PG&E which would occasion the need for Special Facilities; or
 - (b) the ownership of Special Facilities or any portion thereof is deeded to a public authority; or
 - (c) Applicant fails to pay the monthly COST-OF-OWNERSHIP CHARGE prescribed in the Agreement, if applicable.
- Either party shall provide the other at least thirty (30) days' written notice of termination pursuant to this paragraph.
11. Upon termination of the Agreement for any reason:
- (a) Applicant shall pay to PG&E on written demand (in addition to all other monies to which PG&E may be legally entitled by virtue of such termination) a facility termination charge defined as the estimated installed cost, plus the estimated removal cost less the estimated salvage value for any Special Facilities which can be removed, all as determined by PG&E in accordance with its standard accounting practices. PG&E shall deduct from the facility termination charge the ADVANCE plus the unamortized balance of the EQUIVALENT ONE-TIME CHARGE previously paid, if any. If the ADVANCE paid plus the unamortized balance of the EQUIVALENT ONE-TIME CHARGE, if any, is greater than the facility termination charge, PG&E shall refund the difference, without interest to Applicant; and
 - (b) PG&E shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Special Facilities located on the Applicant's premises; and
 - (c) PG&E may, at its option, alter, rearrange, convey or retain in place any portion of the Special Facilities located on other property off Applicant's premises. Where all or any portion of the Special Facilities located off Applicant's premises are retained in place in anticipation of providing permanent service to customers of PG&E, an equitable adjustment shall be made in the facility termination charge.



Pacific Gas and Electric Company

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of NonUtility-Owned Generation and/or Electrical Standby Service (Electric Rules 2 and 21)

- 12. In the event any of the Special Facilities are used during the term of this Agreement to provide permanent service to customers of PG&E, an adjustment shall be made in accordance with PG&E's electric Rule 21, copy attached.
13. Special Facilities shall at all times be the property of PG&E.
14. As provided in PG&E's electric Rule 14, copy attached, PG&E does not guarantee electrical standby service to be free from outages, interruptions or curtailments and the charges for Special Facilities represent PG&E's cost associated with providing Special Facilities rather than for a guaranteed level of service or reliability.
15. Applicant may, with PG&E's written consent, assign this Assignment if the assignee thereof will agree in writing to perform Applicant's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Special Facilities.
16. This Agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission, and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Dated this _____ day of _____, 20_____.

This agreement is effective when accepted and executed by PG&E.

CITY OF FORT BRAGG

PACIFIC GAS AND ELECTRIC COMPANY

Customer/Company

John Smith

Andrea Hernandez

Authorized by (Print)

Authorized by (Print)

[Handwritten Signature]

Signature

Signature

Director of Public Works

Supervisor, Electric Generation Interconnection

Title

Title

10/8/2024

Date

Date

Mailing Address:

CITY OF FORT BRAGG

300 S LINCOLN ST

MENDOCINO CA 95437

Attachments:

- Electric Rule 2
Electric Rule 14
Electric Rule 21
Appendix A



- DISTRIBUTION**
- Division
 - Customer
 - Customer Billing
 - Accounting Ops.
 - Tariff Interpretation

REFERENCES

Notification# 125747388

Utility Log# 30S50473

PM# 35579090

Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service*

APPENDIX – A Detail of Special Facilities Charges

Dated: 10/08/2024

I. Applicability

The application of charges specified herein are pursuant to the provisions of this Agreement between CITY OF FORT BRAGG (Applicant) and Pacific Gas and Electric Company (PGandE) and shall be a part thereof and in effect until superseded by mutual written agreement.

II. Initial Charge

A. Net cost of all Special Facilities	\$ <u>18,678.69</u>
B. <u>Less</u> the cost of "removable and reusable" Special Facilities which are provided, installed and financed by PGandE pursuant to Rule No. 21	\$(<u> </u>) ¹
<hr/>	
C. ADVANCE equal to PG&E's estimated installed Cost of Special Facilities which are financed by Applicant, including in lieu of cash payment, a credit for that portion of Special Facilities furnished and deeded to PG&E by Applicant (line A + line B)	\$(<u>18,678.69</u>) ¹
D. <u>Less</u> PG&E's estimate of the cost of Special Facilities provided, installed and deeded to PG&E by Applicant (includes costs of design and administration by PG&E)	\$(<u> </u>)
E. <u>Plus</u> the costs of design, administration and inspection by PG&E of Special Facilities provided, installed and deeded to PG&E by Applicant	\$ <u> </u>
F. <u>Plus</u> REARRANGEMENT CHARGE which is equal to PG&E's estimated cost of rearranging existing facilities to accommodate the installation of Special Facilities	\$ <u> </u>
G. <u>Plus</u> CIAC Tax if applicable (line C + line E+ line F x Applicable CIAC Tax ² of (<u>24</u> %)	\$ <u>4,482.89</u>
<hr/>	
H. Initial Charge (does not include monthly Cost-of-Ownership Charge--see below	\$ <u>23,161.58</u>
<hr/>	

* This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

¹ Used in calculation of the monthly COST OF OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE.

² See the Income Tax Component of Contribution Provision in the Electric Preliminary Statement for the current applicable CIAC tax rate.



**Pacific Gas and
Electric Company**
San Francisco, California

Revised
Cancelling Revised

Cal. P.U.C. Sheet No. 42838-E
Cal. P.U.C. Sheet No. 32115-E

Electric Sample Form No. 79-702 Sheet 1
 Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned
 Generation and/or
 Electrical Standby Service -- APPENDIX A - Detail of Special Facilities Charges

**Please Refer to Attached
Sample Form**

Advice 5349-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed	<u>August 3, 2018</u>
Effective	<u>August 3, 2018</u>
Resolution	_____



APPENDIX A –

AGREEMENT FOR INSTALLATION OR ALLOCATION OF SPECIAL FACILITIES FOR PARALLEL OPERATION ON NONUTILITY-OWNED GENERATION

III. Installed Cost of PG&E's Existing Facilities Allocated to Applicant's Use \$ 0.00 ¹

IV. Monthly COST OF OWNERSHIP CHARGE

Special Facilities Financed By	Application Base	Current Percentage Rate ³	Monthly Charge
A. Applicant	ADVANCE (II.C above equals 1. plus 2. below)		
	1. Cost of Distribution facilities.....\$ 18,678.69		
	Less allowance for Existing facilities.....\$() ⁴		

	Net amount\$ 18,678.69	x 0.49%	= \$ 91.53 /mo.
	2. Cost of Transmission facilities.....\$		
	Less allowance for Existing facilities.....\$() ⁴		

	Net amount\$ 0.00	x 0.31%	= \$ 0.00 /mo.
B. PG&E	"Removable and Reusable" Special Facilities (II.B above equals 3. plus 4. below)		
	3. Distribution facilities.....\$	x	= \$ 0.00 /mo.
	4. Transmission facilities.....\$	x	= \$ 0.00 /mo.
C. PG&E	Existing Facilities Allocated as Special Facilities (III. above equals 5. plus 6. below)		
	5. Distribution facilities.....\$	x	= \$ 0.00 /mo.
	6. Transmission facilities.....\$	x	= \$ 0.00 /mo.
D. Monthly COST OF OWNERSHIP CHARGE.....			\$ 91.53 /mo.

V. EQUIVALENT ONE-TIME CHARGE (in lieu of monthly COST OF OWNERSHIP CHARGE); check [] if applicable
 \$ 91.53 /mo. (line IV.D) x 12 mo. x 14.73 (present worth factor)..... \$ 16,178.06

Complete the following section only in conjunction with revision of this Appendix.

This Appendix A supersedes Appendix A dated _____, 20____. The changes hereon are hereby agreed to by both parties on this _____ day of _____, 20____.

³This percentage rate is set forth in PG&E's current electric Rule No. 2 and is subject to change upon authorization by the California Public Utilities Commission.
⁴Where Special Facilities displace PG&E's existing facilities, this allowance assures the exclusion of PG&E's existing ownership costs from Applicant's monthly COST OF OWNERSHIP CHARGE or EQUIVALENT ONE-TIME CHARGE.



**APPENDIX A –
AGREEMENT FOR INSTALLATION OR ALLOCATION OF
SPECIAL FACILITIES FOR PARALLEL OPERATION ON
NONUTILITY-OWNED GENERATION**

This agreement is effective when accepted and executed by PG&E.

CITY OF FORT BRAGG

PACIFIC GAS AND ELECTRIC COMPANY

Company

John Smith

Authorized by (Print)

Authorized by (Print)

J. Smith

Signature

Signature

Director of Public Works

Title

Supervisor, Electric Grid Interconnection

Title

10/8/2024

Date

Date



Customer Payment Coupon

September 25, 2024

CITY OF FORT BRAGG
300 S LINCOLN ST
FORT BRAGG, CA 95437

References	
Notification #	129278453
Contract #	50110134 V1
ERR-PM #	35579090
Customer #	4648057

Customer Cost Summary

EGI 300 S LINCOLN ST, FORT BRAGG

Amounts Due	Total Due
Elec Reloc & Rearrangement Non-Refundable Payment	\$45,763.50
	\$45,763.50

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at <https://www.pge.com/contractpayments>

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- **Remit payment and SACAC form to:**
PG&E CFM/PPC Department
PO BOX 997340
Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at pge.com/cco.

To learn more about PG&E's gas and electric safety initiatives and resources please visit pge.com/safety.

**Have Questions?
Please Call 1-800-422-0436**



129278453



**® Pacific Gas and Electric Company
Agreement to Perform
Tariff Schedule Related Work**

September 25, 2024

DISTRIBUTION:

- Applicant (Original)
- Division (Original)
- ACCTG. SVCS.

REFERENCES:

Notification # 129278453
Contract # 50110134 V1
RR-PM # 35579090

CITY OF FORT BRAGG, A GOVERNMENT AGENCY (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: EGI 300 S LINCOLN ST, FORT BRAGG

DESCRIPTION OF WORK ELECTRIC: UPGRADE PM TX TO SUPPORT EGI.

DESCRIPTION OF WORK GAS:

		Electric	Gas
Engineering and Administrative Costs	(+)	<u>\$3,028.31</u>	<u>\$0.00</u>
Including Applicant Design Value of		<u>\$0.00</u>	<u>\$0.00</u>
Re-engineering/Comp Prep/Add'l AD Plan Checks	(+)	<u>\$0.00</u>	<u>\$0.00</u>
Facilities (Cable, Transformers / Gas Pipe)	(+)	<u>\$31,563.24</u>	<u>\$0.00</u>
Trench, Conduits & Substructures	(+)	<u>\$0.00</u>	<u>\$0.00</u>
Tie-In / Meters	(+)	<u>\$2,314.50</u>	<u>\$0.00</u>
Trench Permits & Land Rights	(+)	<u>\$0.00</u>	<u>\$0.00</u>
Inspection Fees	(+)	<u>\$0.00</u>	<u>\$0.00</u>
Subtotal	(=)	<u>\$36,906.05</u>	<u>\$0.00</u>
Including Net Joint Pole Credit Value of		<u>\$0.00</u>	<u>\$0.00</u>
plus ITCC @ 24% Electric 0% Gas	(+)	<u>\$8,857.45</u>	<u>\$0.00</u>
plus Non Taxable Work	(+)	<u>\$0.00</u>	<u>\$0.00</u>
D.0405055 Line Extension Costs - Residential	(+)	<u>\$0.00</u>	<u>\$0.00</u>
D.0405055 Line Extension Costs - Non-Residential	(+)	<u>\$0.00</u>	<u>\$0.00</u>
less Value of Relocation Applicant Design Work	(-)	<u>\$0.00</u>	<u>\$0.00</u>
less Work Provided by Applicant	(-)	<u>\$0.00</u>	<u>\$0.00</u>
less Salvage	(-)	<u>\$0.00</u>	<u>\$0.00</u>
Total Payment	(=)	<u>\$45,763.50</u>	<u>\$0.00</u>



129278453

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of Forty-five thousand seven hundred sixty-three dollars and fifty cents \$45,763.50

Upon completion of requested work, ownership shall vest in: PG&E Applicant

Executed this 27 day of September 2024

**CITY OF FORT BRAGG, A
GOVERNMENT AGENCY**

PACIFIC GAS & ELECTRIC COMPANY

Applicant

Signed by:
By: *John Smith*
A36EDE414C06465...

By: Gregory Gillis

JOHN SMITH
Print/Type/Name

Title: Other

Title: Service Planning Supervisor

Mailing Address: 300 S LINCOLN ST
FORT BRAGG, CA 95437



129278453



City of Fort Bragg

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

Text File

File Number: 24-985

Agenda Date: 10/28/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Staff Report

Agenda Number: 5B.

Adopt Resolution of the Fort Bragg City Council Approving Contract Change Orders with Redwood Roofers For The City Hall Roof Replacement Project, City Project No. PWP-00139 and Authorizing the City Manager to Execute (New Amount Not To Exceed \$122,307.00, Account 427-4878-0731). CC

RESOLUTION NO. XXXX-2024

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING CONTRACT CHANGE ORDERS WITH REDWOOD
ROOFERS FOR THE CITY HALL ROOF REPLACEMENT PROJECT,
CITY PROJECT NO. PWP-00139 AND AUTHORIZING THE CITY
MANAGER TO EXECUTE (NEW AMOUNT NOT TO EXCEED
\$122,307.00; ACCOUNT 427-4878-0731)**

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

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

WHEREAS, vulnerabilities given the age and current condition of the two chimneys associated with the City Hall Roof project have been identified, which can be addressed by Redwood Roofers by re-pointing, and seal-coating for a cost of \$3,681.00 (Contract Change Order dated October 18, 2024); and

WHEREAS, the City has identified the presence of leaks and delamination in the Thermoplastic Polyolefin (TPO) on the City Hall Gym Roof directly adjacent to the City Hall roof that Redwood Roofers can repair with an additional change order in the amount of \$8,672.00 (Contract Change Order dated October 17, 2024); and

WHEREAS, the City would like to approve these change orders in the amount of \$12,353.00 for repairs associated with the two City Hall Chimneys, and City Hall Gym roof bringing the total cost to 20.89% above the original contract amount; and

WHEREAS, sufficient funds are budgeted in the Capital Improvement Plan for the City Hall Roof Replacement Project; and

WHEREAS, the contractor is qualified and responsible for bringing the project to completion; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve contract change orders dated May 14, 2024; October 17 2024; and October 18, 2024 with Redwood Roofers, Project PWP-00139, and authorize the City Manager to execute same (Total Contract Amount Not to Exceed \$122,307.00, Account 427-4878-0731).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 28th day of October 2024, by the following vote:

AYES:

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

**BERNIE NORVELL
Mayor**

ATTEST:

**Diana Sanchez
City Clerk**



REDWOOD ROOFERS

CONTRACTOR'S LICENSE NUMBER 957548

14 May 2024

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

Site Location: Same As Above

Work Description: Upper Roof Additional Layer Of Modified Bitumen

1. Apply 2 layers of modified bitumen over an underlayment of fiberglass G-2 base sheet fastened with a metal square headed simplex nails as per manufacturer's specifications. 1st layer of modified bitumen layer to be smooth and 2nd layer to be granulated.

Cost of Labor & Materials: \$8,780.00

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

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

DISCLAIMERS

Any labor or materials not covered by this bid yet found to be necessary to perform the contracted work will be done on a time and materials basis, subject to the owner's approval. Bid does not include any structural or rot repairs; any necessary carpentry to be done on a T&M basis subject to owner's approval. Bid Includes removal of 1 layer of roofing unless otherwise stated. If additional layers of roofing are found, they will be removed on a T&M basis. Bid does not include plywood unless otherwise stated, if plywood does not exist, it will be required and will be installed on a T&M basis. Bid

1 | Page City Of Fort Bragg | 416 N. Franklin St. | Fort Bragg, Calif. 95437 | Upper Roof

17851 NORTH HIGHWAY 1
FORT BRAGG, CALIFORNIA 95437
PHONE: 707.937.1700 FAX: 707.937.4345



REDWOOD ROOFERS

CONTRACTOR'S LICENSE NUMBER 957548

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

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

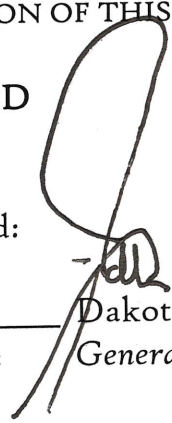
**BONDED AND FULLY INSURED
ESTABLISHED IN 1972**

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

Signature

(Print)

Date


Dakota Murray
General Manager



REDWOOD ROOFERS

CONTRACTOR'S LICENSE NUMBER 957548

18 October 2024

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

Site Location: Same As Above

Work Description: Upper Roof Brick Chimneys (x2)

- a. Prep the entire chimney from roof level up with a grinder and repoint all mortar joints.
- b. Tuck-point all chimney joints from roof level up.
- c. Once joints have dried smooth joints with gauging trowel.
- d. Coat all chimneys from roof level up with premium grade stone sealant.
- e. Remove all debris created in the roofing process from site.

Cost of Labor & Materials: \$3,681.00

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

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

DISCLAIMERS

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

1 | City Of Fort Bragg | 416 N. Franklin St | Fort Bragg, Calif. 95437 | Brick Chimneys

17851 NORTH HIGHWAY 1
FORT BRAGG, CALIFORNIA 95437
PHONE: 707.937.1700 FAX: 707.937.4345



REDWOOD ROOFERS

CONTRACTOR'S LICENSE NUMBER 957548

replacements are not guaranteed. Redwood roofers will make every attempt to ensure that the work performed addresses the roofing issues as described in this bid, but we will make no warranty that the application and services will meet your requirements. At no event will redwood roofers be liable to you or anyone else for any repairs made or any action taken or any damages. No advice or information, whether oral or written, shall create any type of guarantee]. Bid Includes removal of 1 layer of roofing unless otherwise stated. If additional layers of roofing are found, they will be removed on a T&M basis. Bid does not include plywood unless otherwise stated, if plywood does not exist, it will be required and will be installed on a T&M basis. The 3% discount for cash or check applies to each signed bid and not applicable to change orders. Bid does not include any skylights or necessary interior skylight work unless otherwise stated; a bid for interior finish carpentry can be provided upon request. Redwood Roofers shall not be held responsible for "popped nails" or plaster/siding damage resulting from any roofing work, dust, dirt or debris in attic, minor damage to shrubs, driveways, walkways or patios. The unit skylights have a warranty for the following: acrylic domes are warrantied five (5) years; insulated glass units are warrantied ten (10) years. The contract price has been calculated based on the current prices for materials as of the execution of this Agreement. Contractor agrees to use his best efforts to obtain the lowest possible prices from available material suppliers. In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases **5% percent** between the date of this contract and the date of installation. Redwood Roofers maintains, at all times, General Liability Insurance with a \$2,000,000.00 limit of liability and Workers Compensation Insurance. Upon Request, we shall furnish a certificate of insurance as proof of this coverage. Redwood Roofers will arrange for the final roofing inspection. The smoke detector affidavit is the sole responsibility of the property owner. All work will be done to the uniform building code standards or better. All work will be done on a timely basis. The cost of this bid is current for 30 days.

WAIVER OF CONTRACTUAL RIGHT: THE FAILURE OF EITHER PARTY TO ENFORCE ANY PROVISION OF THIS CONTRACT SHALL NOT BE CONSTRUED AS A WAIVER OR LIMITATION OF THAT PARTY'S RIGHT TO SUBSEQUENTLY ENFORCE

2 | City Of Fort Bragg | 416 N. Franklin St | Fort Bragg, Calif. 95437 | Brick Chimneys

**1 7 8 5 1 N O R T H H I G H W A Y 1
F O R T B R A G G , C A L I F O R N I A 9 5 4 3 7
P H O N E : 7 0 7 . 9 3 7 . 1 7 0 0 F A X : 7 0 7 . 9 3 7 . 4 3 4 5**




REDWOOD ROOFERS

CONTRACTOR'S LICENSE NUMBER 957548

AND COMPEL STRICT COMPLIANCE WITH EVERY PROVISION OF THIS CONTRACT.

BONDED AND FULLY INSURED
ESTABLISHED IN 1972

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

			 Dakota Murray General Manager
Signature	Printed	Date	

▲

REDWOOD ROOFERS

CONTRACTOR'S LICENSE NUMBER 957548

17 October 2024

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

Site Location: Same As Above

Work Description: Gym Roof Repair

1. Cut into existing T.P.O. roof to properly install 2³/₈" HPWX plate fastened with 2" #15 thread with a #3 Philips head to roof decking.
2. Apply 60 mill T.P.O. (thermoplastic polyolefin) single ply membrane over seams PRN.
3. Installation of T-joint covers over all areas where roof decking penetrations have punctured the membrane roofing.
4. Properly detail existing T.P.O. flashing i.e.: edge flashing, clad metal flashing, inside/outside corners, screws, plates, t-joint covers, and through wall scuppers.
5. Properly detail out existing drainage scuppers to help facilitate proper drainage.
6. Remove all debris created in the roofing process to the county landfill.

Cost of Labor & Materials: \$ 8,672.00

disclaimer- NO warranty. repairs and partial replacements are not guaranteed. redwood roofers will make every attempt to ensure that the work performed addresses the roofing issues as described in this bid, but we will make no warranty that the application and services will meet your requirements. at no event will redwood roofers be liable to you or anyone else for any repairs made or any action taken or any damages. no advice or information, whether oral or written shall create any type of guarantee.

~~**Payment.** 100% or \$1,000 (whichever is less) will be due upon the signing of the contract. Half of the total contract will be due upon the commencement of the work, and the balance will be due in full within 5 days from the completion of the work~~



REDWOOD ROOFERS

CONTRACTOR'S LICENSE NUMBER 957548

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

DISCLAIMERS

Any labor or materials not covered by this bid yet found to be necessary to perform the contracted work will be done on a time and materials basis, subject to the owner's approval. Bid does not include any structural or rot repairs; any necessary carpentry to be done on a T&M basis subject to owner's approval. Bid Includes removal of 1 layer of roofing unless otherwise stated. If additional layers of roofing are found, they will be removed on a T&M basis. Bid does not include plywood unless otherwise stated, if plywood does not exist, it will be required and will be installed on a T&M basis. Bid does not include any skylights or necessary interior skylight work unless otherwise stated; a bid for interior finish carpentry can be provided upon request. Redwood Roofers shall not be held responsible for "popped nails" or plaster/siding damage resulting from any roofing work, dust, dirt or debris in attic, minor damage to shrubs, driveways, walkways or patios. The contract price has been calculated based on the current prices for materials as of the execution of this Agreement. Contractor agrees to use his best efforts to obtain the lowest possible prices from available material suppliers. In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5% percent between the date of this contract and the date of installation. Redwood Roofers maintains, at all times, General Liability Insurance with a \$2,000,000.00 limit of liability and Workers Compensation Insurance. Upon Request, we shall furnish a certificate of insurance as proof of this coverage. Redwood roofers will arrange for the final roofing inspection. The smoke detector affidavit is the sole responsibility of the property owner. All work will be done to the uniform building code standards or better. All work will be done on a timely basis. The cost of this bid is current for 30 days.



REDWOOD ROOFERS

CONTRACTOR'S LICENSE NUMBER 957548

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

BONDED AND FULLY INSURED
ESTABLISHED IN 1972

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

Signature

(Print)

Date

Dakota Murray
General Manager



City of Fort Bragg

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

Text File

File Number: 24-988

Agenda Date: 10/28/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5C.

Resolution of the Fort Bragg City Council Accepting Federal Funding Account (FFA) Grant Program Funds in the Amount of \$10.3 Million for the Municipal Broadband Project, and Approving Budget Amendment 2024/25-03 for \$8,376,309 Fiscal Year 2024/25

The California Public Utilities Commission has awarded the City of Fort Bragg \$10.3 Million in Federal Funding Account (FFA) grant program funds to deploy a citywide, underground, fiber-to-the-premise broadband utility. The resolution for Council consideration is to accept FFA funds and approve the associated budget amendment.

RESOLUTION NO. ____-2024

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
ACCEPTING FEDERAL FUNDING ACCOUNT GRANT IN THE AMOUNT OF
\$10.3 MILLION FOR THE MUNICIPAL BROADBAND PROJECT, AND
APPROVING BUDGET AMENDMENT NO. 2024/25-03 OF \$8,376,309 FOR
FISCAL YEAR 2024/25**

WHEREAS, the Fort Bragg City Council identified the need for residents, businesses and visitors to have access to reliable and affordable broadband in order to contribute to the economic prosperity, educational excellence, and overall quality of life for the community; and

WHEREAS, on October 6, 2022, the City was awarded \$479,529 in Local Agency Technical Assistance (LATA) grant program funds from the California Public Utilities Commission (CPUC) to bring the 2021 Fort Bragg Digital Infrastructure Plan to construction level detail; and

WHEREAS, on October 17, 2023, the City applied for Federal Funding Account (FFA) grant program funds from the California Public Utilities Commission (CPUC) to construct last mile digital infrastructure and implement the City’s Municipal Broadband Project; and

WHEREAS, on September 12, 2024, the CPUC approved Resolution T-17839, which included the approval of the City of Fort Bragg’s application in the amount of \$10.3 million; and

WHEREAS, in the adopted fiscal year 2024-25 budget, funding for the Broadband Project only identified \$1.7 million – the entirety of the City’s American Rescue Plan Act (ARPA) funds; and

WHEREAS, on September 21, 2024 Council reallocated the ARPA funds to serve other community priorities in support of housing and economic development initiatives; and

WHEREAS, the FFA grant funds in the amount of \$10.3 million are identified for the capital improvement program – Broadband; and

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

1. The adjustments to the FY2024/25 Budget have been identified and are necessary, as shown in Exhibit A.
2. FFA grant funds will be deposited with the City on a reimbursement basis according to FFA terms.
3. The foregoing recitals are true and correct and are made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg does hereby accept \$10.3 Million in FFA grant funds, and does hereby amend the previously adopted FY 2024-25 Budget to incorporate the changes enumerated in Exhibit A, and authorizes the City Manager to execute amendment.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of

the City Council of the City of Fort Bragg held on the 28th day of October 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

Diane Sanchez
City Clerk

BUDGET FY 24/25

Budget Adjustment #: **2024/25-03**

Budget FY: **FY 2024/25**

Account Description	Account #			FY 24/25	Increase (+)	Decrease (-)	Revised Total	Description
				Current Budget	Budget Amt	Budget Amt	Budget Amt	
Broadband - Design	426	4875	0310	\$ 1,923,691	\$ -		\$ 1,923,691	Grant Funds for Tribal Learning Center
Broadband - CIP	426	4875	0731	\$ -	\$ 8,376,309		\$ 8,376,309	Raw Water Reservoir Project
				\$ 1,923,691	\$ 8,376,309	\$ -	\$ 10,300,000	

Reason for Amendment RESOLUTION # : **4851-2024**

Include funds from T-Mobile grant to Tribal Learning Center Project Budget

Identify funding for the Raw Water Reservoir project from Capacity Fees and Water Enterprise Fund

Authorization:	Signature:	Date:
Requested By: <u>Emily Reno</u>	<u>Emily Reno</u>	<u>09/23/24</u>
Approval: <u>Isaac Whippy</u>	_____	_____
Finance Use: <u>Adriana Hernandez Moreno</u>	_____	_____

Attach copies of Resolution or other documentation

BUDGET AMENDMENT FY 2022/23

Budget Adjustment #: **2022/23-04**
 Budget FY: **FY 2022/23**

Account Description	Account #		FY 22/23	Increase (+)	Decrease (-)	Revised Total	Description
Expenditures							
1 Salaries & Wages - IT Lead	521	4394	0101	\$ 123,693	\$ 15,915	\$ 139,608	
Medical Premium - CE Officer	521	4394	0211	\$ 26,112	\$ -	\$ 26,112	
Dental Premium - CE Officer	521	4394	0213	\$ 1,928	\$ -	\$ 1,928	
VSP Premium - CE Officer	521	4394	0214	\$ 459	\$ -	\$ 459	
PERS - CE Officer	521	4394	0220	\$ 10,150	\$ 2,829	\$ 12,979	
Worker's Comp - CE Officer	521	4394	0231	\$ 2,037	\$ 749	\$ 2,786	
FICA/Medicare - IT Lead	521	4394	0252	\$ 9,258	\$ 3,434	\$ 12,692	
2 Transfer Code Enforcement Budget from the Community Development Department to the Police Department							
Salaries & Wages -Code Enforcement	110	4320	0101	\$ 299,956	\$ 76,609	\$ 223,347	Transfer of CE Officer Budget to PD
Medical Premium - CE Officer	110	4320	0211	\$ 51,350	\$ 17,674	\$ 33,677	Transfer of CE Officer Budget to PD
Dental Premium - CE Officer	110	4320	0213	\$ 3,733	\$ 1,212	\$ 2,521	Transfer of CE Officer Budget to PD
VSP Premium - CE Officer	110	4320	0214	\$ 917	\$ 229	\$ 688	Transfer of CE Officer Budget to PD
PERS - CE Officer	110	4320	0220	\$ 24,518	\$ 5,946	\$ 18,572	Transfer of CE Officer Budget to PD
Worker's Comp - CE Officer	110	4320	0231	\$ -	\$ 1,276	\$ (1,276)	Transfer of CE Officer Budget to PD
FICA/Medicare - CE Officer	110	4320	0252	\$ 22,761	\$ 5,861	\$ 16,901	Transfer of CE Officer Budget to PD
Salaries & Wages -Code Enforcement	110	4200	0101	\$ 1,865,705	\$ 76,609	\$ 1,942,314	Transfer of CE Officer Budget to PD
Medical Premium - CE Officer	110	4200	0211	\$ 337,999	\$ 17,674	\$ 355,673	Transfer of CE Officer Budget to PD
Dental Premium - CE Officer	110	4200	0213	\$ 24,765	\$ 1,212	\$ 25,977	Transfer of CE Officer Budget to PD
VSP Premium - CE Officer	110	4200	0214	\$ 4,816	\$ 229	\$ 5,045	Transfer of CE Officer Budget to PD
PERS - CE Officer	110	4200	0220	\$ 374,904	\$ 5,946	\$ 380,850	Transfer of CE Officer Budget to PD
Worker's Comp - CE Officer	110	4200	0231	\$ 123,024	\$ 1,276	\$ 124,301	Transfer of CE Officer Budget to PD
FICA/Medicare - CE Officer	110	4200	0252	\$ 157,175	\$ 5,861	\$ 163,036	Transfer of CE Officer Budget to PD
3 Budget for a 2nd Code Enforcement Officer (November 2021-June 2022)							
Salaries & Wages - 2nd CE Officer	110	4200	0101	\$ 1,865,705	\$ 47,144	\$ 1,912,849	Budget- 2nd CE Officer
Medical Premium - 2nd CE Officer	110	4200	0211	\$ 337,999	\$ 10,876	\$ 348,875	Budget- 2nd CE Officer
Dental Premium - 2nd CE Officer	110	4200	0213	\$ 24,765	\$ 746	\$ 25,511	Budget- 2nd CE Officer
VSP Premium - 2nd CE Officer	110	4200	0214	\$ 4,816	\$ 141	\$ 4,957	Budget- 2nd CE Officer
PERS - 2nd CE Officer	110	4200	0220	\$ 374,904	\$ 3,659	\$ 378,563	Budget- 2nd CE Officer
Worker's Comp - 2nd CE Officer	110	4200	0231	\$ 123,024	\$ 786	\$ 123,810	Budget- 2nd CE Officer
FICA/Medicare - 2nd CE Officer	110	4200	0252	\$ 157,175	\$ 3,607	\$ 160,782	Budget- 2nd CE Officer
4 Revenues							
CDD- Grant Staff Time Reimb	110	4320	3318	\$ 98,000	\$ 98,000	\$ -	Transfer of CDD Grant Revenue-CE
PD- Grant Staff Time Reimb	110	4200	3318	\$ 268,420	\$ 98,000	\$ 366,420	Transfer of CDD Grant Revenue-CE
PD- Grant Staff time Reimb	110	4200	3318	\$ 268,420	\$ 66,958	\$ 335,378	Budget 2nd CE Grant Reimb
				\$ 340,724	\$ 206,807	\$ 6,948,770	

Reason for Amendment: RESOLUTION # : _____

Authorization:

Requested By: Finance/Admin Dept _____ Signature: _____ Date: _____

Approval: Isaac Whippy _____

Finance Use: Adriana Moreno Ramos _____

Attach copies of Resolution or other documentation



City of Fort Bragg

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

Text File

File Number: 24-989

Agenda Date: 10/28/2024

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Consent Calendar

Agenda Number: 5D.

Resolution of the Fort Bragg City Council Approving Professional Services Agreement with Mitch Drake to Assist with Administering the City's Municipal Broadband Project (Amount Not to Exceed \$30,000; Account 421-4875-0310)

Upon Council acceptance of the Federal Funding Account (FFA) grant award in the amount of \$10.3 million, and Council's approval of the associated budget amendment, staff proposes to secure professional services from Mitch Drake, who served as an integral part of the team that developed the 2021 Fort Bragg Digital Infrastructure Plan, as well as the network engineering, operations, and business model efforts funded through the Local Agency Technical Assistance (LATA) grant program.

RESOLUTION NO. ____-2024

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
APPROVING PROFESSIONAL SERVICES AGREEMENT WITH MITCH
DRAKE TO ASSIST WITH ADMINISTERING THE CITY'S MUNICIPAL
BROADBAND PROJECT (AMOUNT NOT TO EXCEED \$30,000; ACCOUNT
426-4875-0310)**

WHEREAS, on September 12, 2021, City Council accepted the Fort Bragg Digital Infrastructure Plan and directed staff to advance the project by pursuing grant funds and other financing to establish a City-owned Broadband Utility; and

WHEREAS, on October 6, 2022, the City was awarded \$479,529 in Local Agency Technical Assistance (LATA) grant program funds from the California Public Utilities Commission (CPUC) to bring the Fort Bragg Digital Infrastructure Plan to construction level detail; and

WHEREAS, in October 2023, the City applied for Federal Funding Account (FFA) grant program funds from the CPUC to implement this last mile project, which involves city-wide construction of digital infrastructure (underground conduit, fiber, and electronics) through a fiber-to-the-premise (FTTP) network with speeds up to 10Gbps; and

WHEREAS, on September 12, 2024, the CPUC approved Resolution T-17839, which included approval of the City of Fort Bragg's Federal Funding Account (FFA) application in the amount of \$10.3 million; and

WHEREAS, Mitch Drake has been an integral part of the team that developed the 2021 Fort Bragg Digital Infrastructure Plan, as well as the network engineering, operations, and business model funded through LATA program, which informed the FFA application; and

WHEREAS, Drake has demonstrated excellence and has the professional qualifications necessary to ensure that implementation of the City's Municipal Broadband Project is a success; and

WHEREAS, the City would benefit from Drake's continued involvement and seeks to secure his services to construct the City's last mile project; and

WHEREAS, all costs associated with the proposed professional services agreement would be covered with FFA grant funds; and

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

1. Drake has the experience and expertise necessary to complete the proposed activities, described in Exhibit A.
2. FFA grant program funding will cover all costs associated with proposed contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Fort Bragg does hereby approve a Professional Services Agreement with Mitch Drake to assist the City in administering the FFA funded last mile project, and authorizes the City Manager to execute contract (amount not to exceed \$30,000.00; Account No. 426-4875-0310).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 28th day of October 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

Diane Sanchez
City Clerk

Scope of Work

Project Administrator (PA) – The primary role of the PA to assist the city with coordination of the approved Federal Funding Account grant project to ensure the project goals, are met. The PA will report to Economic Development Manager, Sarah McCormick, and attend conference calls as needed,

The PA will work from a separate and direct contract agreement with the city for a period of one year minimum, with the option to extend until project completion.

The billing rate will be \$165 per hour.

The PA responsibilities are as follows:

- 1) Ensure project budget stays within approved amount of \$14.7M
- 2) Assist with OSP Construction (RFP and ongoing build) serving as the liaison between engineering and construction staying within \$10.6M budget,
- 3) Assist John Smith with procurement and placement of Hut, this would include providing specifications for Hut and Backup Generator that has a budget of \$300K,
- 4) Assist city with procurement and installation of electronics (Core Router and Optical Line Termination/ONT's located within the Hut, ensuring staying within budget of \$2M,
- 4) Serve as technical liaison with MMBI for Hwy 1 construction ensuring city assets are constructed as specified,
- 5) Assist as needed with acquisition of and transitioning of MCN over to the city, this includes office space, vehicles, and circuits for backhaul and the city IT functions,
- 6), Work with new City Broadband General Manager to ensure a seamless transition of existing MCN services with the goal are completed without disruption of service,
- 7) Procure OSS/BSS (currently COS) and assist GM with getting system on-line and existing MCN customers transitioned into new system,
- 8) Procure Vetro fiber management system and get on-line for use by staff, chosen contractor, and Palni,
- 9) Oversee aspects of construction management functions such as daily progress, materials, accounting, and PUC reimbursement process.
- 10) Provide guidance on the build as well as the establishment of services (MCN and CoFB Gig).



City of Fort Bragg

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Text File

File Number: 24-994

Agenda Date: 10/28/2024

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8A.

Receive Report and Consider Adoption of Resolution Approving Request from the Mendocino Coast Humane Society and Authorizing City Manager to Release Payment (Amount Not to Exceed \$20,000; Account No. 110-4390-0619)

RESOLUTION NO. ____ - 2024

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING PAYMENT TO THE MENDOCINO COAST HUMANE SOCIETY FOR THE PURCHASE OF FREEZERS USING MEASURE AB SPECIAL PROJECTS FUNDS AND AUTHORIZING CITY MANAGER TO RELEASE PAYMENT (AMOUNT NOT TO EXCEED \$20,000; ACCOUNT NO. 110-4390-0619)

WHEREAS, Measure AB funds held by the City may be used as follows: (i) Half to substantially increase promotions, events, and marketing for Fort Bragg; (ii) One-quarter to enhance Coastal Trail maintenance and security; (iii) One-eighth to support the establishment of the Noyo Center for Marine Science as a premier visitor attraction; and (iv) One-eighth to undertake special projects that support tourism and benefit the community including, but not limited to, repair and enhancement of local athletic fields; and

WHEREAS, the City has received a request from the Mendocino Coast Humane Society (MCHS) for the use of Special Projects Measure AB funds in the amount of \$20,000 for a freezer upgrade; and

WHEREAS, MCHS provides euthanasia services for publicly owned animals, and when pet owners are unable to retain their pets' remains, the center must store them until transportation to Sacramento for cremation; and

WHEREAS, the center has been relying on the Fort Bragg Police Department (FBPD) freezer for this storage, which is not a viable long-term solution; and

WHEREAS, securing the necessary funds for this freezer upgrade will enable MCHS to operate more effectively, while freeing up space and reducing the operational burden on the FBPD by eliminating their need for freezer maintenance and operation; and

WHEREAS, with the increased capacity at MCHS, the center will ensure respectful care and handling of deceased pets, expanding this essential service to benefit both the City and County; and

WHEREAS, the Measure AB Special Projects fund for the current fiscal year has \$84,831, budgeted which is insufficient to cover these costs; and

WHEREAS, the request for funds provided by the Mendocino Coast Humane Society is attached hereto as Exhibit A, including the scope of work;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby authorize payment to the Mendocino Coast Humane Society for the purchase of a facility freezer to accommodate the increasing demand for animal care services and authorizes the City Manager to release the payment in an amount not to exceed \$20,000 (Account No. 110-4390-0619).

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

meeting of the City Council of the City of Fort Bragg held on the 28th day of October 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

BERNIE NORVELL
Mayor

ATTEST:

ATTEST:
Diana Sanchez
City Clerk

From: [Judy Martin](#)
To: [Whippy, Isaac](#)
Subject: Request of funds
Date: Wednesday, September 25, 2024 3:32:26 PM

On behalf of the Mendocino Coast Humane Society, I am writing to respectfully request financial assistance to fund the upgrade of our facility's freezer. This upgrade is necessary to accommodate the increasing demand for our services, which now extend beyond the City of Fort Bragg to residents of Mendocino County as well.

Currently, MCHS provides euthanasia services for publicly owned animals, and in many cases, owners are unable to take the remains of their pets. As a result, we are responsible for the safe storage of these animals until they can be transported to Sacramento for cremation. Unfortunately, our current freezer is both old and too small to meet the growing demand. This situation has led us to rely on the Fort Bragg Police Department's freezer, which is not a sustainable long-term solution.

If we are able to secure the necessary funds for this freezer upgrade, not only will MCHS be able to manage our operations more effectively, but we will also create space for the Fort Bragg Police Department (FBPD) to utilize. This will eliminate the need for the maintenance and operation of their current freezer, allowing them to free up resources and reduce operational burdens.

With the increased capacity at MCHS, we will ensure the respectful care and handling of deceased pets and provide an expanded service that benefits both the city and the county.

We respectfully request these funds to cover the costs associated with this necessary upgrade. Your support will greatly enhance our ability to continue providing compassionate and essential services to the community while streamlining operations across both MCHS and FBPD.

Thank you for considering our request. We are available to provide any further information or meet at your convenience to discuss the proposal in more detail.

--

Judy Martin

Executive Director -

Mendocino Coast Humane Society - [Saving lives, serving community](#)

19691 Summers Lane

Fort Bragg Ca 95437

(707)964-SPAY

www.mendocinohumane.org

"Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has."



City of Fort Bragg

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Text File

File Number: 24-990

Agenda Date: 10/28/2024

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8B.

Update from the Ad-hoc on Culture and Education Committee and Consideration of Approval of the Land Acknowledgement and City of Fort Bragg's Commitments

Land Acknowledgement and Commitments

The City of Fort Bragg acknowledges that the land on which we stand today is the original territory of the local Pomos of Sherwood Valley Rancheria. We acknowledge the critical importance of traditional Pomo methods of preservation of our land, waters, and sky. We recognize the sovereignty of the Pomo People, who are the original stewards of this land. We value, and seek to support, the many ways in which the Pomo People are working to preserve and revitalize Pomo culture, such as oral histories, dances, songs, regalia, basketry, and the Northern Pomo language.

We resolve to:

- Consult with tribal members and the governing body of the Sherwood Valley Band of Pomo on initiatives, issues, or items of concern.
- Raise visibility and public awareness of the history and contemporary presence of the native population of our area.
- Coordinate with local schools, tribal members, as well as state and regional partners, to provide more and deeper education related to the history and contemporary culture of local indigenous people.

For more information about the Sherwood Valley Band of Pomo, go to:

sherwoodvalleybandofpomo.com

Follow this button for educational resources and organizations:

Learn
More



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Text File

File Number: 24-993

Agenda Date: 10/28/2024

Version: 1

Status: Business

In Control: City Council

File Type: Staff Report

Agenda Number: 8C.

Presentation from Pam Bell Events on a Fort Bragg Blues Festival in 2025 and Seek Council Direction