



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, November 9, 2020

6:00 PM

Via Video Conference

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PLEASE TAKE NOTICE

DUE TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20 WHICH SUSPEND CERTAIN REQUIREMENTS OF THE BROWN ACT, AND THE ORDER OF THE HEALTH OFFICER OF THE COUNTY OF MENDOCINO TO SHELTER IN PLACE TO MINIMIZE THE SPREAD OF COVID-19, CITY COUNCIL MEMBERS AND STAFF WILL BE PARTICIPATING BY VIDEO CONFERENCE IN THE CITY COUNCIL MEETING OF MONDAY, NOVEMBER 9, 2020.

In compliance with the Shelter-in-Place Orders of the County and State, this meeting will be closed to the public. The meeting will be live-streamed on the City's website at <https://city.fortbragg.com/> and on Channel 3. Public Comment regarding matters on the agenda may be made in any of the following ways: (1) By joining the Zoom video conference, (2) Through the City's online eComment agenda feature, (3) Emailed to City Clerk June Lemos, jlemos@fortbragg.com, (4) Written comments delivered through the drop-box for utility payments to the right of the front door at City Hall, 416 N. Franklin Street, or (5) Voice mail comments called in to (707) 961-1694 by 5:00 PM on the day of the meeting.

Comments can be made at any time prior to the meeting, in real-time while the item is being considered by the Council and up to 12:00 PM on Tuesday, November 10, 2020. The Clerk will read aloud all eComments or emails received before or during the meeting that have not been published with the agenda packet. Public comments are restricted to three minutes. Written comments on agenda items and those exceeding three minutes will be included in the public record as part of the agenda packet the next business day after the meeting.

We appreciate your patience and willingness to protect the health and wellness of our community and staff. If you have any questions regarding this meeting, please contact the City Clerk at (707) 961-1694 or jlemos@fortbragg.com.

ZOOM WEBINAR INVITATION

*You are invited to a Zoom webinar.
When: Nov 9, 2020 06:00 PM Pacific Time (US and Canada)
Topic: City Council Meeting*

Please click the link below to join the webinar:

<https://zoom.us/j/94992956426>

Or iPhone one-tap :

US: +16699009128,,94992956426# or +12532158782,,94992956426#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 312 626 6799 or +1 646 558 8656
or +1 301 715 8592

Webinar ID: 949 9295 6426

International numbers available: <https://zoom.us/u/acUubiMBrA>

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

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.

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.

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. [20-897](#)

Adopt City Council Resolution Authorizing the City Manager to Execute a Memorandum of Understanding to Authorize the Garden Friendly Community to Establish and Operate a Community Garden on the Grounds of the C.V. Starr Community Center Facility

Attachments: [RESO Community Garden MOU](#)
[MEMORANDUM OF UNDERSTANDING](#)
[Community Garden Waiver](#)

- 5B. [20-910](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

Attachments: [RESO Declaring Continuing Local Emergency](#)

- 5C. [20-912](#) Adopt City Council Resolution Authorizing City Manager to Execute Contract Amendment for Marketing Services, Increasing the Amount of the Contract with Creative Thinking, Inc. DBA The Idea Cooperative by a Not To Exceed Amount of \$40,000

Attachments: [RESO Idea Cooperative 3rd Amendment](#)
[Idea Cooperative 3rd Amendment](#)
[Idea Cooperative 3rd Amd Ex A](#)

- 5D. [20-909](#) Approve Minutes of October 26, 2020

Attachments: [CCM2020-10-26](#)

- 5E. [20-911](#) Approve Minutes of Special Meeting of October 29, 2020

Attachments: [CCM2020-10-29 Special](#)

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. [20-914](#) Presentation by Marshall Graham from CalRecycle on Senate Bill (SB) 1383 Reducing Short-Lived Climate Pollutants in California

Attachments: [Fort Bragg SB1383 Presentation](#)

- 8B. [20-913](#) Receive Report and Consider Approval of a Letter of Support for Mendocino Coast Sports Foundation Grant Application

Attachments: [11092020 Letter in Support Mendo Sports Foundation](#)
[Att 1 - 11-09-2020 Mendo Sports Foundation](#)
[Public Comment - 8B](#)

- 8C. [20-908](#) Receive Report and Consider Adoption of City Council Resolution Authorizing City Manager to Execute Authorization for Additional Services for the Design of the Raw Water Line Replacement Project, City Project 2018-02, Increasing the Scope of the Design Contract with Coleman

Engineering

Attachments: [11092020 Raw Water Line Staff Report](#)

[Att 1 - Figure 1](#)

[Att 2 - Resolution](#)

[Att 3 - Authorization for Additional Services](#)

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 23, 2020**

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 5, 2020.

June Lemos, CMC
City Clerk

NOTICE TO THE PUBLIC:**DISTRIBUTION OF ADDITIONAL INFORMATION FOLLOWING AGENDA PACKET DISTRIBUTION:**

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

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

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

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

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



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Text File

File Number: 20-897

Agenda Date: 11/9/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5A.

Adopt City Council Resolution Authorizing the City Manager to Execute a Memorandum of Understanding to Authorize the Garden Friendly Community to Establish and Operate a Community Garden on the Grounds of the C.V. Starr Community Center Facility

RESOLUTION NO. ____-2020

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING TO AUTHORIZE THE GARDEN FRIENDLY COMMUNITY FORT BRAGG TO ESTABLISH AND OPERATE A COMMUNITY GARDEN ON THE GROUNDS OF THE C.V. STARR COMMUNITY CENTER FACILITY

WHEREAS, September 9, 2019, the Fort Bragg City Council adopted Resolution No. 4198-2020 supporting and encouraging the community to organize a Garden Friendly Community Committee in order to encourage resiliency and self-sufficiency through sustainable home and community gardening to increase the health of residents, economies and ecologies in an equitable and just manner; and

WHEREAS, the Fort Bragg Garden Friendly Community Committee – a network of gardens, gardeners, organizations and sponsors – working in conjunction with the City of Fort Bragg and the C.V. Starr Community Center staff organized, identified an ideal site for a community garden, developed plans for a community garden, raised the funds to build the gardens and received support and encouragement from the Fort Bragg City Council; and

WHEREAS, the Garden Friendly Community Committee presented their Community Garden Proposal for the C.V. Starr Community Center to the Fort Bragg City Council on September 14, 2020 and the City Council whole-heartedly supported the gardens and directed staff to work with the Garden Friendly Community Committee to develop an Agreement to allow the Committee to construct, operate and maintain a community garden on the C.V. Starr property; and

WHEREAS, the Fort Bragg City Council adopted Resolution No. 4318-2020 amending the Fiscal Year 2020-21 budget to include five thousand dollars (\$5,000) to assist the Garden Friendly Community Committee with the community garden plans and to supplement the cost of water for the gardens.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the establishment and operation of a community garden at the City-owned C.V. Starr Community Center Facility and authorizes the City Manager to sign a Memorandum of Understanding subject to any minor, technical and non-substantive changes approved by the City Manager and the Garden Friendly Community Committee.

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 9th day of November, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

WILLIAM V. LEE
Mayor

ATTEST:

June Lemos, CMC
City Clerk

MEMORANDUM OF UNDERSTANDING THE SOUTH LINCOLN STREET COMMUNITY GARDEN

This Memorandum of Understanding shall represent a mutual understanding of a legal agreement between the City of Fort Bragg ("City") and Garden Friendly Community Fort Bragg, a nonprofit corporation ("GFCFB").

SCOPE – The scope of this project involves GFCFB's coordinating the construction, operation and maintenance of a community garden, bearing the name The South Lincoln Street Community Garden (Garden), on the grounds of the C.V. Starr Community Center facility located at 300 S. Lincoln Street, Fort Bragg, CA 95437 through the use of community volunteers. The portion of the C.V. Starr Community Center Facility that may be used under this MOU for a Garden is depicted in the map attached as Exhibit A. The portion of the C.V. Starr Community Center Facility that may be used under this All work and actions shall meet all requirements of local, state and federal regulation and laws.

1. **Communication** – Both the City and GFCFB shall designate a single contact person to act as their representatives throughout the project. All documents, communications and actions shall be coordinated through these individuals.
2. **Plans** – the size of the Garden is approximately 2,500 square feet with up to thirty (30) individual plots.
 - a. At no expense to City, GFCFB shall produce plans and specifications including but not limited to:
 - i. A site plan identifying and locating all project components, existing facility amenities related to or in the proximity of project, property lines and limits of construction.
 - ii. Sufficient details and specifications to fully illustrate method of construction, the location of the toolshed and all component materials of fencing and grading.
 - b. City shall review and approve all plans and specifications produced by GFCFB.
 - i. GFCFB shall provide all plan information, product and performance specifications requested by the City.
 - ii. City shall review documents for compliance with departmental standards and provide written approval or a request for corrections/additional data within 10 working days of receipt of plans and specifications.
3. **Permits**
 - a. City shall inform GFCFB which improvements, if any, require permits.

- b. If City determines that permits are required, GFCFB shall be solely responsible for obtaining all required permits necessary for construction, demolition, or reconstruction.
- c. GFCFB shall submit copies of all approved permits and stamped approved drawings to the City prior to construction or demolition.

4. Construction

- a. Prior to construction, GFCFB shall present the following items to the City:
 - i. A project schedule identifying all major phases of construction. No work may begin until the City has authorized access to the work area.
 - ii. Construction coordinator contact information including name, address, and phone number.
 - iii. Pre-construction conference – a pre-construction conference shall be held with GFCFB, City and C.V. Starr Community Center staff.
 - iv. Utilities – the City is not responsible for the provision of electricity to the community gardens. GFCFB will make arrangements for electricity necessary for construction, operations or maintenance of the Garden.
 - v. With respect to water, the City and C.V. Starr Community Center will coordinate and work cooperatively to provide water for irrigation to the Garden. The City agrees to provide up to \$1,500 annually towards water used in the Garden. Any charges incurred above \$1,500 for water supplied to the Garden will be the responsibility of GFCFB who will be billed for those amounts.
 - vi. GFCFB will provide the Garden all irrigation lines, timers, fencing, security and a secured tool shed.
 - vii. Inspections – if required by the City or Mendocino County Building Department, GFCFB is responsible for ensuring that all permits inspections are performed as required by the City.
 - 1. Both the City and GFCFB reserve the right to access the work area at any time for inspection purposes.
 - 2. No work shall be considered complete until proper approvals have been obtained from the City or Mendocino County Building Department.
 - 3. Failure to comply with project requirements shall constitute cause for termination of this Agreement.
5. Final Acceptance – If required by the City, upon completion of the work, a final inspection shall be performed with GFCFB and the City. Upon written approval of the work from City, the project shall be considered complete.

6. Project Closeout – Prior to final acceptance of the work, GFCFB shall provide the City with as-built drawings of the project if the project substantially deviates from the proposed plan, and, if required by the City, a copy of the completed inspection from Mendocino County Building Department with final approval.
7. Ownership/Maintenance
 - a. GFCFB is solely responsible for all operations and maintenance for the Garden.
 - b. The City reserves the right to periodically inspect the Garden to ensure proper maintenance practices are being followed. City shall notify GFCFB immediately of any discrepancies in maintenance practices. This right does not impose any duty on the City to inspect the garden or assume any liability of any kind arising from inspecting or not inspecting the Garden.
 - c. GFCFB will operate the Garden in accordance with a set of garden rules substantially in the form attached as Exhibit B. GFCFB will require all persons to whom it licenses plots or provides services in or to the Garden to enter into a gardener agreement and waiver of liability substantially in the form attached as Exhibit C.
 - d. GFCFB will install and maintain a system, where practicable, to prevent entrance to the Garden outside of operating hours and when the Garden is unattended, such as a system of fences and locks, or other reasonable security measures.
 - e. GFCFB may not assign, mortgage, pledge, encumber or otherwise transfer this Agreement or any rights under this Agreement, sublet or allow any part of the Garden to be used or occupied by others, except those persons maintaining the Garden under agreement with GFCFB.
 - f. GFCFB will not incur, create, assume or permit the creation of any lien on any portion of the Garden.
 - g. GFCFB will use and operate the Garden in compliance with all applicable zoning, environmental, and other laws and regulations.
8. Indemnity and Waiver of Liability
 - a. Indemnification - GFCFB will defend, indemnify, and hold City and City's directors, officers, employees, agents, and assigns (City and such persons are referred to collectively as "City Parties"), harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees (together, "Losses"), including, without limitation, losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by GFCFB or any of GFCFB's licensed gardeners, volunteers, employees, contractors, guests, or any other person in a relationship with GFCFB (GFCFB and such persons are referred to collectively as "GFCFB Parties"), which may arise directly or indirectly

from (a) GFCFB Parties' use or operation of or presence on the Garden, or (b) any breach by GFCFB of this Agreement, including, without limitation, GFCFB's failure to enforce garden rules and regulations, except to the extent the loss is caused by the gross negligence or willful misconduct of City.

- b. Waiver of Liability - GFCFB releases and waives all claims against the City with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by GFCFB from any causes whatsoever, except to the extent that such injury or death is caused by the gross negligence or willful misconduct of such City; (b) any loss or damage or injury to any property on or about the Garden belonging to GFCFB, except to the extent such injury or damage is to property not covered by insurance carried (or required to be carried) by GFCFB and is caused by gross negligence or willful misconduct of such City; or (c) the condition of the Garden and suitability of the Garden for use as a community garden. Subject to the prior provisions, City shall not be liable for any damage or damages of any nature whatsoever to GFCFB caused by explosion, fire, theft, crime, or negligent behavior, by sprinkler, drainage, plumbing, or irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the Garden, by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the garden, or by anything done or omitted to be done by GFCFB Parties or any other person on the Garden. In addition, City shall not be liable for any losses for which Garden is required to insure. This Section will survive any termination of this Agreement.

9. Insurance

- a. Insurance. GFCFB will, at its own cost, take out and maintain without interruption during the term of this Agreement comprehensive general liability insurance naming City as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than One Million Dollars (\$1,000,000). Coverage shall be made on an "occurrence" basis and not a "claims made" basis.
- b. Evidence of Insurance. On or before City delivers possession of the Garden to GFCFB, GFCFB will provide City with a copy of the insurance policies required by Section 9a. GFCFB will deliver to City evidence of each renewal or replacement of any required insurance policy at least 10 days prior to the expiration of such policy. In lieu of the actual policies,

GFCFB may deliver to City a certificate of insurance evidencing GFCFB's insurance policies, provided that City also receives a copy of the endorsement naming City as an additional insured. The insurance policies or certificates of insurance required by this section shall be attached to this MOU as Exhibit D.

10. Termination – Both GFCFB and the City reserve the right to terminate this agreement at any time.
- a. Termination Request – Request for termination shall be submitted in writing to the other party involved in this NOU.
 - b. Termination During Construction
 - i. If the City terminates this MOU during construction, GFCFB shall remove all improvements made up to the point of termination and completely restore the project area to its original condition. GFCFB shall be responsible for all expenses associated with the removal of all improvements and such removal shall be completed within thirty (30) days from the date of the request for termination.
 - ii. The City reserves the right to consider all Improvements to Real Property up to the point of termination as its own property and may complete the project at its own expense.
 - c. Termination Post Construction
 - i. Should either party terminate this MOU after construction is complete, GFCFB will decommission the Garden and shall remove all equipment, supplies and structures from the Garden. The subject property will be returned to the same condition as existed prior to construction.
 - 1. The City reserves the right to consider all Improvements to Real Property after construction as its own property and may waive the requirement that the subject property will be returned to the same condition as existed prior to construction. Improvements to Real Property do not include any tool or Garden sheds, water tanks purchased by or donated to GFCFB or other personal property such as tools and gardening equipment. Notice that the City has invoked this right shall be provided in writing to GFCFB as soon as practical after termination of the Agreement.
11. Entire Agreement -This MOU represents the entire agreement between City and GFCFB and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between City and GFCFB relating to the same subject matter.

12. Modification and Severability - This Lease may be modified only as stated in a writing signed by both City and GFCFB which states that it is an amendment to this Agreement. If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

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

GFCFB

By: _____
Tabatha Miller
Its: City Manager

By: _____
Matthew Drewno
Its: Board President

ATTEST:

By: _____
June Lemos, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Keith F. Collins
City Attorney



CITY OF FORT BRAGG

Incorporated August 5, 1889

416 N. Franklin Street

Fort Bragg, California 95437

tel. 707.961.2827

fax. 707.961.2802

www.fortbragg.com

Participant Information	Name of Activity: CV Starr Community Garden	
First Name:	Last Name:	DOB:
Address:	City and State:	Zip:
Phone:	Email:	
Emergency Contact:	Relation:	Emergency Phone:

Waiver of Liability for Participation in C.V. Starr Community Garden ("Activity")

1. I, and/or my child is physically able to participate in the Activity and have not been diagnosed with any illness or medical condition that would impair the ability to participate in the Activity. No physician has recommended against participation.
2. I, fully understand that my participation in the Activity exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks
3. I am aware that the Activity poses a risk of injury to me and/or my child, and that occasionally accidents occur during activities of this kind. Knowing these risks, on behalf of myself and/or my child, I freely and voluntarily agree to assume all of the risks associated with participation in the Activity.
4. I acknowledge that the City of Fort Bragg is not responsible for any loss, alteration or other damage to my personal property used as part of my participation in the Activity. The City of Fort Bragg makes no warranty that gardening activities will successfully produce crops.
5. I understand and agree that I will be solely responsible for any loss or damage to my personal property that results from my participation in the Activity.
6. I hereby warrant and agree, that the conditions of my property, both personal and real, are suitable for participation in the Activity and that by participating in the Activity, I assume the risk that such property is not suitable and agree to hold the City of Fort Bragg harmless from any loss or damage arising from injury to person or property arising from the use of such property in the Activity.
7. I hereby release, discharge and agree not to sue the City of Fort Bragg for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the Activity from whatever cause, including the active or passive negligence of the City of Fort Bragg or any other participants in the Activity. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.
8. In consideration for being permitted to participate in the Activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold

harmless the City of Fort Bragg from any and all claims, demands actions or suits arising out of or in connection with my participation in the Activity.

9. In consideration of being permitted to participate in the Activity, I agree to release and discharge the City of Fort Bragg and its officers, agents and employees (collectively referred to hereafter, as the "Program Sponsors") from any liability, causes of action, claims or damages for personal injury, property damage and wrongful death arising from or attributable to participation in the Activity, whether or not such liability arises from the program sponsors' negligence in organizing, planning and implementing the activity.
10. I understand that by signing this instrument, I (and my legal representatives, heirs, next of kin, assigns or any other successors in interest) am barred from presenting any claim or instituting any civil action or present any claim for personal injury, property damage or wrongful death against the Program Sponsors who, through negligence or omissions, might otherwise be liable to me, or other successors in interest for damages. I expressly agree that the foregoing release, discharge and assumption of risk is intended to be as broad and inclusive as is permitted by California law.
11. In the event of a medical emergency, I authorize medical personnel attending to me to make decisions regarding immediate medical treatment as may be necessary until such time as my emergency contact can be consulted.
12. In the event of a medical emergency, I authorize medical personnel attending to my child to make decisions regarding immediate medical treatment as may be necessary until such time as I or my child's emergency contact/guardian can be consulted.

I, _____ (FULL NAME) I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

I, _____, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT I AM THE PARENT OR LEGAL GUARDIAN OF MINOR. I FURTHER DECLARE THAT I SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF FORT BRAGG FROM AND AGAINST ANY AND ALL CLAIMS RESULTING FROM, INCIDENT TO, OR ARISING OUT OF MINOR'S PARTICIPATION IN THE EVENT/CLASS, ANY AND ALL RISKS ASSUMED BY MINOR AND ME ABOVE, AND/OR THE BREACH OF ANY PROMISES, COVENANTS, AND/OR REPRESENTATIONS MADE BY ME HEREIN AND/OR IN THE ABOVE RELEASE.

Adult Participant or Parent/Guardian Signature:		Date:
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City of Fort Bragg

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

File Number: 20-910

Agenda Date: 11/9/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5B.

Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

At a special meeting on March 24, 2020, the Fort Bragg City Council ratified the City Manager's Proclamation declaring a local emergency due to COVID-19 in its Resolution No. 4242-2020. Since that date, the Council has adopted the following resolutions reconfirming the existence of a local emergency:

Date	Resolution No.
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April 6, 2020	4245-2020
April 20, 2020	4247-2020
May 11, 2020	4250-2020
May 26, 2020	4253-2020
June 8, 2020	4266-2020
June 22, 2020	4270-2020
July 13, 2020	4284-2020
July 27, 2020	4289-2020
August 10, 2020	4294-2020
August 31, 2020	4300-2020
September 21, 2020	4304-2020
October 13, 2020	4317-2020
October 26, 2020	4319-2020

The City is required to reconfirm the existence of a local emergency every 21 days pursuant to Fort Bragg Municipal Code Section 2.24.040.

RESOLUTION NO. ____-2020

RESOLUTION OF THE FORT BRAGG CITY COUNCIL CONFIRMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY IN THE CITY OF FORT BRAGG

WHEREAS, California Government Code section 8630 empowers the Fort Bragg City Council to proclaim the existence of a local emergency when the City is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this City; and

WHEREAS, California Government Code section 8558(c) states that a “local emergency” means the duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city; and

WHEREAS, COVID-19, a novel coronavirus causing infectious disease, was first detected in China in December 2019 and has spread across the world and to the United States. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the Governor of the State of California and the Public Health Officer of the County of Mendocino have both issued Shelter-in-Place orders to combat the spread of COVID-19; and

WHEREAS, on March 17, 2020 the City Manager, as the City’s Director of Emergency Services, issued Proclamation No. CM-2020-01 declaring a local emergency as authorized by Government Code section 8630 and Fort Bragg Municipal Code section 2.24.040(B); and

WHEREAS, at a special meeting on March 24, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4242-2020, ratifying the City Manager’s Proclamation declaring the existence of a local emergency; and

WHEREAS, at a special meeting on April 6, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4245-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on April 20, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4247-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 11, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4250-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on May 26, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4253-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 8, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4266-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on June 22, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4270-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 13, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4284-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on July 27, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4289-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on August 10, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4294-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on August 31, 2020, the City Council of the City of Fort Bragg adopted Resolution No. 4300-2020 by which it continued the local emergency; and

WHEREAS, at a special meeting on September 21, 2020, the City Council of the City of Fort Bragg adopted Resolution 4304-2020 by which it continued the local emergency; and

WHEREAS, at a regular meeting on October 13, 2020, the City Council of the City of Fort Bragg adopted Resolution 4317-2020 by which it continued the local emergency;

WHEREAS, at a regular meeting on October 26, 2020, the City Council of the City of Fort Bragg adopted Resolution 4319-2020 by which it continued the local emergency;

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the City Council of the City of Fort Bragg that for reasons set forth herein, said local emergency shall be deemed to continue to exist until the City Council of the City of Fort Bragg, State of California, proclaims its termination; and

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg will review the need for continuing the local emergency at least once every 21 days until the City Council terminates the local emergency; and

BE IT FURTHER RESOLVED that this resolution confirming the continued existence of a local emergency shall be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, as well as the Mendocino County Office of Emergency Services.

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 9th day of November, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

WILLIAM V. LEE
Mayor

ATTEST:

June Lemos, CMC
City Clerk



City of Fort Bragg

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

Text File

File Number: 20-912

Agenda Date: 11/9/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: 5C.

Adopt City Council Resolution Authorizing City Manager to Execute Contract Amendment for Marketing Services, Increasing the Amount of the Contract with Creative Thinking, Inc. DBA The Idea Cooperative by a Not To Exceed Amount of \$40,000

On October 13, 2020, the City Council adopted Resolution 4318-2020 approving Budget Amendment 2021-05 which included an additional \$50,000 for Visit Fort Bragg marketing activities. Adoption of the attached resolution will allow the City Manager to enter into a Third Amendment to the contract with Creative Thinking, Inc. DBA the Idea Cooperative to perform ongoing social media and marketing efforts from November 2020 through March 2021, including the following activities:

1. November - Fort Bragg Gift Guide
2. December - Fort Bragg Holiday Visiting
3. January - Fort Bragg Winter Visitation Visiting
4. February - Fort Bragg Restaurant Week Campaign
5. March - Fort Bragg Book Early Campaign

The cost of these extra services is \$40,000, increasing the total contract with The Idea Cooperative to \$149,000. Sufficient funds are budgeted to cover the increase in costs.

RESOLUTION NO. ____-2020

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT AMENDMENT
FOR MARKETING SERVICES, INCREASING THE AMOUNT OF THE
CONTRACT WITH CREATIVE THINKING, INC. DBA THE IDEA
COOPERATIVE BY A NOT TO EXCEED AMOUNT OF \$40,000.00
(ACCOUNT NO. 110-4321-0319)**

WHEREAS, on December 20, 2019, the City of Fort Bragg entered into a Professional Services Agreement ("Contract") in the amount of \$99,000.00 with Creative Thinking, Inc. dba The Idea Cooperative ("Consultant") to provide strategic and creative marketing services for Visit Fort Bragg, authorized by City Council Resolution 4213-2019 dated November 25, 2019; and

WHEREAS, the City and Consultant entered into a First Amendment to the Contract on June 29, 2020 to extend the time of completion and term of the Contract; and

WHEREAS, on August 12, 2020, City and Consultant entered into a Second Amendment to the Contract to increase the Contract amount by \$10,000.00 for a total of \$109,000.00, authorized by City Council Resolution 4296-2020 dated August 10, 2020; and

WHEREAS, based on City Council direction to continue marketing efforts for Fort Bragg, the parties desire to again add to the Contract's scope of work to include new activities as described in Exhibit A to the Third Amendment attached hereto, to extend the completion date of the project to March 31, 2021, and to extend the expiration date of the Contract to June 30, 2021; and

WHEREAS, the cost of providing the additional services outlined in Exhibit A is **Forty Thousand Dollars (\$40,000.00)**, which sum is 36.7% above the contracted amount of \$109,000.00, for a total Not To Exceed amount of \$149,000.00; and

WHEREAS, per the Fort Bragg Municipal Code Section 3.20.060, the City Manager's signing authority for change orders may not exceed 10% of the approved contract cost; and

WHEREAS, on October 13, 2020, the City Council adopted Resolution 4318-2020 approving Budget Amendment 2021-05 amending the Fiscal Year 2020-21 Budget and increasing the budget amount for the Visit Fort Bragg Campaign by \$50,000.00; and

WHEREAS, sufficient funds are still available for this contract amendment;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve a Third Amendment to the Professional Services Agreement with Creative Thinking, Inc. dba The Idea Cooperative and authorizes the City Manager to execute same (amount of increase not to exceed \$40,000.00, total amount of contract not to exceed \$149,000.00, Account No. 110-4321-0319).

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____ and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 9th day of November, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

WILLIAM V. LEE
Mayor

ATTEST:

June Lemos, CMC
City Clerk

**THIRD AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT WITH
CREATIVE THINKING, INC. DBA THE IDEA COOPERATIVE**

THIS THIRD AMENDMENT is made and entered into this 10th day of November, 2020, by and between the CITY OF FORT BRAGG ("City") and CREATIVE THINKING, INC. DBA THE IDEA COOPERATIVE ("Consultant").

WHEREAS, the City Council on November 25, 2019, adopted Resolution 4213-2019 authorizing a Professional Services Agreement ("Contract") with Consultant in the sum of \$99,000.00; and

WHEREAS, the City and Consultant entered into the Contract on December 20, 2019; and

WHEREAS, the Contract states that Consultant will provide strategic and creative marketing services for Visit Fort Bragg; and

WHEREAS, on June 29, 2020, City and Consultant entered into a First Amendment to the Contract extending the completion date of the project to July 31, 2020 and the expiration date of the Contract to October 31, 2020; and

WHEREAS, on August 10, 2020, the City Council adopted Resolution 4296-2020 authorizing a Second Amendment to the Professional Services Agreement with Consultant changing the scope of work and increasing the amount of the contract by \$10,000.00 to a total Not To Exceed amount of \$109,000.00; and

WHEREAS, on August 12, 2020, City and Consultant entered into a Second Amendment to the Contract amending the scope of work, increasing the contract amount, extending the completion date of the project to October 31, 2020, and extending the expiration date of the Contract to January 31, 2021; and

WHEREAS, the parties desire to again add to the Contract's scope of work to include new activities as described in Exhibit A to this Third Amendment, to extend the completion date of the project to March 31, 2021, and to extend the expiration date of the Contract to June 30, 2021; and

WHEREAS, the cost of providing the additional services outlined in Exhibit A is **Forty Thousand Dollars (\$40,000.00)**, which sum is 36.7% above the contracted amount of \$109,000.00, for a total Not To Exceed amount of \$149,000.00; and

WHEREAS, on October 13, 2020, the City Council adopted Resolution 4318-2020 approving Budget Amendment 2021-05 amending the Fiscal Year 2020-21 Budget and increasing the budget amount for the Visit Fort Bragg Campaign by \$50,000; and

WHEREAS, there are still sufficient funds budgeted for these activities; and

WHEREAS, City and Consultant desire to amend the Contract to augment the Scope of Services, increase the Not to Exceed Amount, and extend the time of completion and term of the Contract as set forth below; and

WHEREAS, the legislative body of the City on November 9, 2020, by Resolution No. ____-2020 authorized execution of this Third Amendment to Professional Services Agreement on behalf of the City in accordance with Chapter 3.20 of the Fort Bragg Municipal Code and/or other applicable law;

NOW, THEREFORE, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for strategic and creative marketing services for Visit Fort Bragg between the City and Consultant dated December 20, 2019, is hereby amended as follows:

1. **Scope of Work:**

Paragraph 1.1 (Scope of Work) is hereby amended to include the additional work described in Exhibit A attached hereto and incorporated herein by reference.

2. **Compensation:**

Paragraph 2.1 (Compensation), is hereby amended to state, "Consultant's total compensation shall not exceed **One Hundred Forty-nine Thousand Dollars (\$149,000.00)**."

3. **Time of Completion:**

Paragraph 3.1 (Commencement and Completion of Work) is hereby amended to extend the completion date to **March 31, 2021**.

4. **Term:**

Paragraph 4.1 (Term) is hereby amended to extend the expiration date of the Contract to **June 30, 2021**.

5. Except as expressly amended herein, the Professional Services Agreement between the City and Consultant dated December 20, 2019, is hereby reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Third Amendment the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY

By: _____

Tabatha Miller
Its: City Manager

ATTEST:

By: _____

June Lemos, CMC
City Clerk

APPROVED AS TO FORM:

By: _____

Keith F. Collins
City Attorney

CONSULTANT

By: _____

Tom Kavanaugh
Its: President

City of Fort Bragg
November 1, 2020 > March 31, 2021
October 27, 2020

Overview

The Idea Cooperative will continue as Creative Marketing Agency of Record for the City of Fort Bragg, CA with a new contract covering the period of November 1, 2020 through March 31, 2021. This proposal outlines the scope of work The Idea Cooperative commits to complete during this period based on a 5-month budget of \$40,000.

Scope of Work Summary

The Idea Cooperative will perform creative marketing duties for Fort Bragg with an overall objective of increasing visits through online engagement and supporting local merchants and hoteliers. The following is a list of specific activities and deliverables each month.

- Ongoing Social Media Posting & Monitoring
- Monthly E-marketing Analytics Report Summary
- One Monthly Promotion To Drive Engagement and Visits
 - Creative Theme/Concept
 - One Email
 - Social Media Materials
 - Collateral/Signage If Needed (note: does not include printing costs)
 - Web Development of Custom Landing Page If Needed

Based on a monthly budget of \$8,000, below is a preliminary list of promotional activities scheduled for each month. The promotional themes and deliverables for each may change, but will be specified at the beginning of each month to fall within the budget parameters.

(Note: These deliverables were selected from the 2020>21 Marketing Opportunities document based on their ability to make a measurable impact on the key objectives listed above. To accommodate a reduction of \$2,000 per month, Ongoing Content Development and E-newsletters were removed from this scope of work. While valuable, these initiatives contribute less tangibly to our goals.)

Promotion Calendar

November – Fort Bragg Gift Guide

December – Fort Bragg Holiday Visiting

January – Fort Bragg Winter Visitation Visiting

February – Fort Bragg Restaurant Week Campaign

March – Fort Bragg Book Early Campaign

BUDGET: \$40,000

The Idea Cooperative will bill \$8,000 at the end of each month to cover work performed during that month.

TOTAL PROJECT COSTS:

November, 2020	\$8,000
December, 2020	\$8,000
January, 2021	\$8,000
February, 2021	\$8,000
March, 2021	\$8,000
TOTAL:	\$40,000

Authorization To Proceed: _____ Date: _____

Notes:

Does not include hard costs associated with travel and the creation of presentation materials. These will be billed separately.

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



City of Fort Bragg

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

File Number: 20-909

Agenda Date: 11/9/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5D.

Approve Minutes of October 26, 2020



City of Fort Bragg

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

Meeting Minutes City Council

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

Monday, October 26, 2020

6:00 PM

Via Video Conference

CALL TO ORDER

Mayor Lee called the meeting to order at 6:00 PM, all Councilmembers appearing by video conference.

PLEDGE OF ALLEGIANCE

ROLL CALL

Also present: Supervisor Dan Gjerde, Supervisor Ted Williams

Present: 5 - Mayor Will Lee, Vice Mayor Bernie Norvell, Councilmember Tess Albin-Smith, Councilmember Jessica Morsell-Haye and Councilmember Lindy Peters

AGENDA REVIEW

Mayor Lee moved Item 8A to follow Public Comment on Non-Agenda Items.

1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

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

(1) Non-Agenda Items: A comment from Linda Jupiter regarding political signs was read into the record by the City Clerk. The following persons made public comment via Zoom: Lorna Dennis, Jacob Patterson, George Reinhardt, Linda Tejada, Robin Epley, Cindy Plank and Susan Nutter.

(2) Consent Calendar Items: None.

(3) Closed Session Items: None.

8. CONDUCT OF BUSINESS

8A. [20-890](#) Interview Applicants for Noyo Harbor Commission Appointments

City Clerk Lemos presented the staff report on this agenda item and reported that Councilmember Albin-Smith had notified the City of a conflict of interest because her husband Doug Albin is an applicant for Noyo Harbor Commissioner and she would recuse herself from voting for that appointment. Councilmembers and Mendocino County Board of Supervisors ad hoc committee members Ted Williams and Dan Gjerde posed questions to applicants Douglas Albin, Bill Forkner, Jim Hurst and Tara Larson.

Public Comment: None.

Mayor Lee recessed the meeting at 7:25 PM; the meeting reconvened at 7:31 PM.

Due to technical difficulties, one applicant, Gabriel Quinn Maroney, was unavailable for his interview. The Council and ad hoc committee decided to continue this item to either Tuesday or Thursday, depending on the best availability. Later in the meeting, Council decided on 6:30 PM Thursday for the continuation of this item. A new special meeting agenda will be published tomorrow.

Supervisors Gjerde and Williams left the video conference at 7:43 PM.

These Appointments were continued to Thursday, October 29, 2020 at 6:30 PM.

3. STAFF COMMENTS

City Manager Miller reported that Police Officers will be issuing traffic citations for speeding vehicles. An emergency related to COVID has delayed the start of repairs to the sewer main on Highway 1; the repair project is expected to start on November 2. A drive-through Trick-or-Treat event will be held on Saturday from 1-4PM. The City will have a booth set up to distribute candy (from a safe distance) at CV Starr Community Center. The City is still in a Stage 1 water emergency; the flows in the Noyo River have dropped and are expected to decline into November. City Clerk Lemos reported that 3,501 ballots have been transported to the County Elections Office in Ukiah so far and that the number of registered voters in Fort Bragg has increased by 464 over the previous election year.

4. MATTERS FROM COUNCILMEMBERS

Councilmember Albin-Smith gave an update on Mendocino Transit Authority's electric buses. She asked people to vote yes on Proposition 15 to support the schools. Councilmember Peters commented on the political sign stealing situation. Councilmember Morsell-Haye reported on the Citizens Commission regarding the name change. Mayor Lee announced his resignation from the City Council effective December 31, 2020 and made comments about events during his term of office.

5. CONSENT CALENDAR

Councilmember Albin-Smith requested that Item 5B be removed from the Consent Calendar for further discussion.

Approval of the Consent Calendar

A motion was made by Councilmember Peters, seconded by Vice Mayor Norvell, to approve the Consent Calendar with the exception of Item 5B. The motion carried by the following vote:

Aye: 5 - Mayor Lee, Vice Mayor Norvell, Councilmember Albin-Smith, Councilmember Morsell-Haye and Councilmember Peters

5A. [20-891](#)

Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4319-2020

- 5C. [20-896](#) Adopt City Council Resolution Approving the Side Letter Agreement Between the City of Fort Bragg and the Fort Bragg Employee Organization and Authorizing the City Manager to Execute the Same

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 4320-2020

- 5D. [20-898](#) Receive and File Minutes of the April 13, 2020 Community Development Committee Special Meeting

These Committee Minutes were received and filed on the Consent Calendar.

- 5E. [20-899](#) Receive and File Minutes of the September 8, 2020 Community Development Committee Special Meeting

These Committee Minutes were received and filed on the Consent Calendar.

- 5F. [20-892](#) Approve Minutes of October 13, 2020

These Minutes were approved on the Consent Calendar.

5. ITEMS REMOVED FROM CONSENT CALENDAR

- 5B. [20-894](#) Adopt City Council Resolution Adopting the Recommendations of the Elections Review Committee

Councilmember Albin-Smith said that she removed this item from the Consent Calendar because of a public comment from Scott Menzies regarding Ranked Choice Voting (RCV). She noted that a municipality must be a charter city to use RCV in an election and that three California governors have vetoed RCV for non-charter cities. Councilmember Albin-Smith also mentioned that members of the public have the option to bring a citizen's initiative if they would like the voters to decide whether to have Fort Bragg become a charter city and institute RCV.

Public Comment: None.

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

Aye: 5 - Mayor Lee, Vice Mayor Norvell, Councilmember Albin-Smith, Councilmember Morsell-Haye and Councilmember Peters

Enactment No: RES 4321-2020

6. DISCLOSURE OF EX PARTE COMMUNICATIONS ON AGENDA ITEMS

None.

7. PUBLIC HEARING

8. CONDUCT OF BUSINESS

- 8B. [20-895](#) Receive Report and Provide Direction to Staff on Benefits and Costs of Approving Police Captain and Finance/Administrative Services Director Positions

City Manager Miller presented the staff report on this agenda item.

Public Comments: A comment from Jenny Shattuck was read into the record by the City Clerk. Jacob Patterson made a public comment via Zoom.

Direction to Staff: After discussion, the Council directed staff to proceed with recruitment of the Police Captain and Finance/Administrative Services Director positions. A budget amendment including the funding for these positions will be brought back to the next City Council meeting. Council also discussed renewing the City's membership to the International City/County Management Association (ICMA) to enhance the City Manager's support system.

9. CLOSED SESSION

ADJOURNMENT

Mayor Lee adjourned the meeting at 8:29 PM.

WILLIAM V. LEE, MAYOR

June Lemos, CMC, City Clerk

IMAGED (_____)



City of Fort Bragg

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

File Number: 20-911

Agenda Date: 11/9/2020

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Minutes

Agenda Number: 5E.

Approve Minutes of Special Meeting of October 29, 2020



City of Fort Bragg

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

Meeting Minutes Special City Council

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

Thursday, October 29, 2020

6:30 PM

Via Video Conference

Special Meeting - Continued Noyo Harbor Commission Interviews

CALL TO ORDER

Mayor Lee called the meeting to order at 6:30 PM, all Councilmembers appearing via video conference.

ROLL CALL

Also present: Supervisor Dan Gjerde, Supervisor Ted Williams

Present: 5 - Mayor Will Lee, Vice Mayor Bernie Norvell, Councilmember Lindy Peters, Councilmember Jessica Morsell-Haye and Councilmember Tess Albin-Smith

1. PUBLIC COMMENTS ON THIS SPECIAL MEETING AGENDA

None.

2. CONDUCT OF BUSINESS

2A. [20-905](#) Interview Applicants for Noyo Harbor Commission Appointments

This item was continued from the meeting of October 26, 2020. Councilmembers and the two Supervisors present interviewed applicant Gabriel Quinn Maroney.

A motion was made by Vice Mayor Norvell, seconded by Councilmember Peters, that Jim Hurst be appointed as Chair of the Noyo Harbor Commission. The motion carried by the following vote:

Aye: 7 - Mayor Lee, Vice Mayor Norvell, Councilmember Peters, Councilmember Morsell-Haye and Councilmember Albin-Smith; Supervisor Gjerde, Supervisor Williams

Supervisors Williams and Gjerde left the video conference at 6:55 PM.

Councilmember Albin-Smith recused herself from voting on the next appointment citing a personal conflict of interest.

Councilmembers acknowledged that this year's applicants represented one of the best fields of candidates to seek appointment to the Noyo Harbor Commission. They encouraged those who are not appointed tonight to consider applying for the County appointment of the seat vacated by new Commission Chair Jim Hurst.

A motion was made by Councilmember Morsell-Haye, seconded by

Councilmember Peters, that Douglas Albin be appointed as Noyo Harbor Commissioner. The motion carried by the following vote:

Aye: 4 - Mayor Lee, Vice Mayor Norvell, Councilmember Peters and Councilmember Morsell-Haye

Recuse: 1 - Councilmember Albin-Smith

ADJOURNMENT

Mayor Lee adjourned the meeting at 7:05 PM.

WILLIAM V. LEE, MAYOR

June Lemos, CMC, City Clerk

IMAGED (_____)



City of Fort Bragg

416 N Franklin Street
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Text File

File Number: 20-914

Agenda Date: 11/9/2020

Version: 1

Status: Business

In Control: City Council

File Type:
Recognition/Announcements

Agenda Number: 8A.

Presentation by Marshall Graham from CalRecycle on Senate Bill (SB) 1383 Reducing Short-Lived Climate Pollutants in California

SB 1383

Reducing Short-Lived Climate Pollutants in California

City of Fort Bragg
October 1, 2020

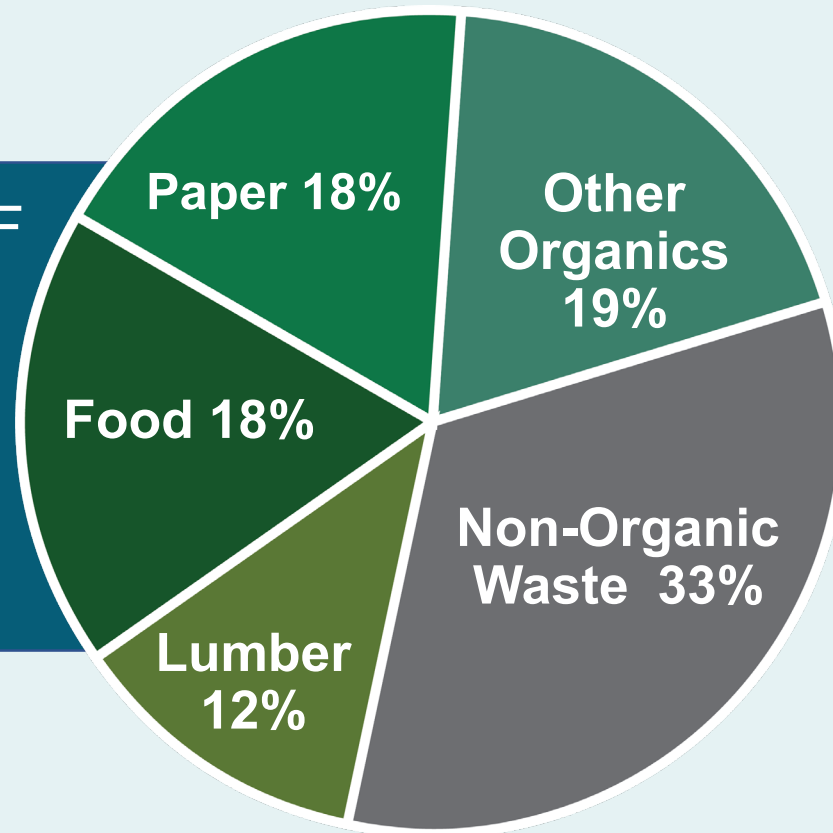
Marshall Graham
Senior Environmental Scientist, Supervisor

An Overview of SB 1383's
Organic Waste Reduction
Requirements



Organic Waste Is the Largest Waste Stream in California

CALIFORNIA DISPOSED OF
APPROXIMATELY
27 MILLION TONS OF
ORGANIC WASTE IN 2017



California's Waste Stream

IN CALIFORNIA, MILLIONS ARE
FOOD INSECURE

1 IN 8 CALIFORNIANS
1 IN 5 CHILDREN



CALIFORNIA THROWS AWAY
MORE THAN 6 MILLION TONS
OF FOOD WASTE EVERY YEAR!

SB 1383 Requirements

2020

50 PERCENT REDUCTION IN LANDFILLED ORGANIC WASTE
(11.5 Million Tons Allowed Organic Waste Disposal)

2022

REGULATIONS TAKE EFFECT

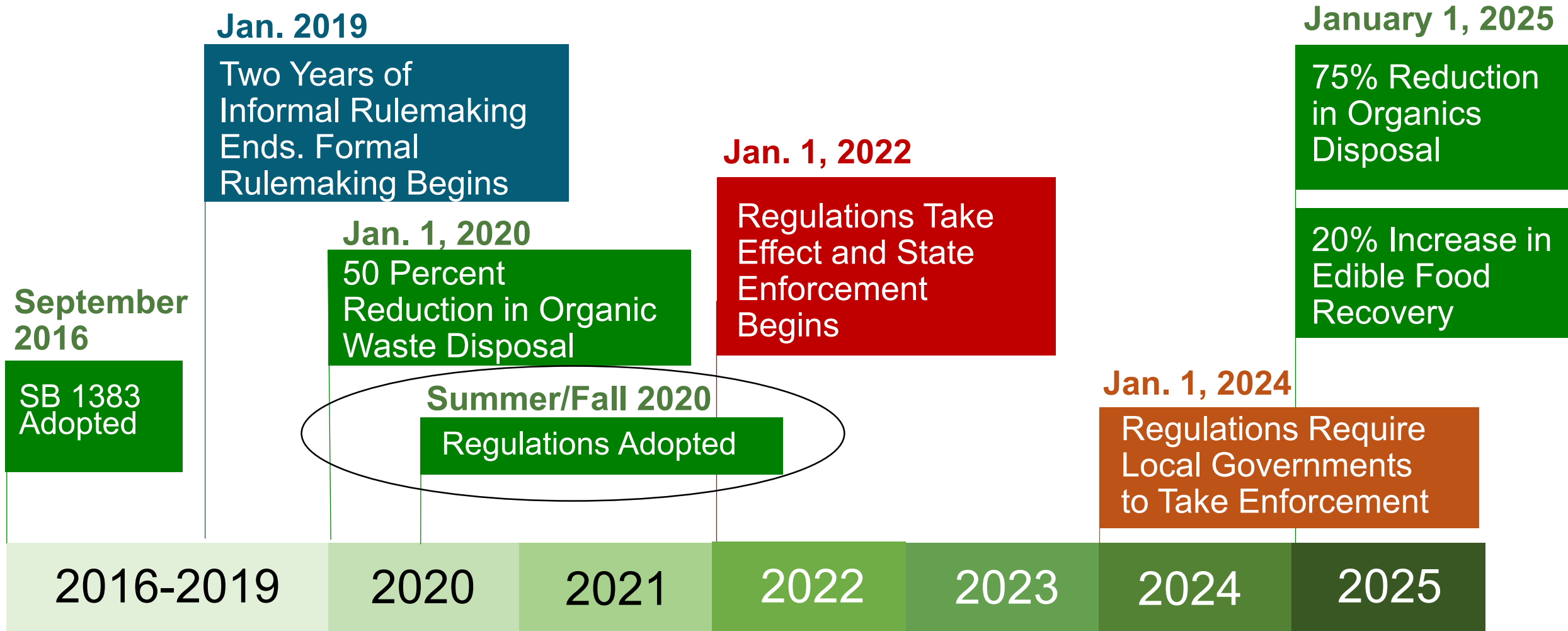
2025

75 PERCENT REDUCTION IN LANDFILLED ORGANIC WASTE
(5.7 Million Tons Allowed Organic Waste Disposal)

2025

**20 PERCENT INCREASE IN RECOVERY OF CURRENTLY
DISPOSED EDIBLE FOOD**

SB 1383 Key Implementation Dates



SB 1383 Key Jurisdiction Dates

2022



Provide Organics Collection Service to All Residents and Businesses



Establish Edible Food Recovery Program



Conduct Education and Outreach



Procurement



Capacity Planning

2024



Starting January 1, 2024
Jurisdictions must take
action against
noncompliant entities

Jurisdiction Responsibilities

**Provide Organics
Collection Services to All
Residents and Businesses**



**Conduct Education and
Outreach to Community**



**Secure Access to
Recycling and Edible
Food Recovery Capacity**



**Establish Edible Food
Recovery Program**



**Procure Recyclable and
Recovered Organic
Products**



**Monitor Compliance
and Conduct
Enforcement**



SB 1383 IN ACTION

LOCAL GOVERNMENT ROLES AND RESPONSIBILITIES

SB 1383 doesn't just apply to waste management and recycling departments.

Every local department plays a role in SB 1383 implementation.



SB 1383 IN ACTION

JURISDICTION REQUIREMENTS



Provide organics collection service to all residents and businesses

Organic Waste Collection Services



Three-Container “source separated” Collection Service

- Organics prohibited from black container
- All organic waste segregated for collection and recycling



Two-Container Collection Service

- One container for collection of segregated organic waste
- One container for collection of mixed waste (subject to 75% organic content recovery standard)



One-Container Collection Service

- One container for collection of mixed waste (subject to 75% organic content recovery standard)

- Minimum contamination monitoring and reduction requirements
- Collection waivers authorized for certain documented circumstances

SB 1383 IN ACTION

EDIBLE FOOD RECOVERY PROGRAM



Establish Edible Food Recovery Program

JURISDICTION REQUIREMENTS

Identify Existing Food Recovery Capacity

Monitor Commercial Edible Food Generators for Compliance

Expand Existing Food Recovery Capacity (if needed)

Ensure Commercial Edible Food Generators Have Access to Food Recovery Services



SB 1383 IN ACTION

EDUCATION REQUIREMENTS



**Conduct Education and
Outreach to Community**

JURISDICTION REQUIREMENTS

Annually educate all organic waste generators, commercial edible food generators, and self-haulers about relevant requirements

Jurisdictions must provide print or electronic communication.



Jurisdictions May Supplement with Direct Communication.



**Appropriate educational material must be provided to
linguistically isolated households**

SB 1383 IN ACTION

PROCUREMENT REQUIREMENTS



Procure Recycled and Recovered Organic Products

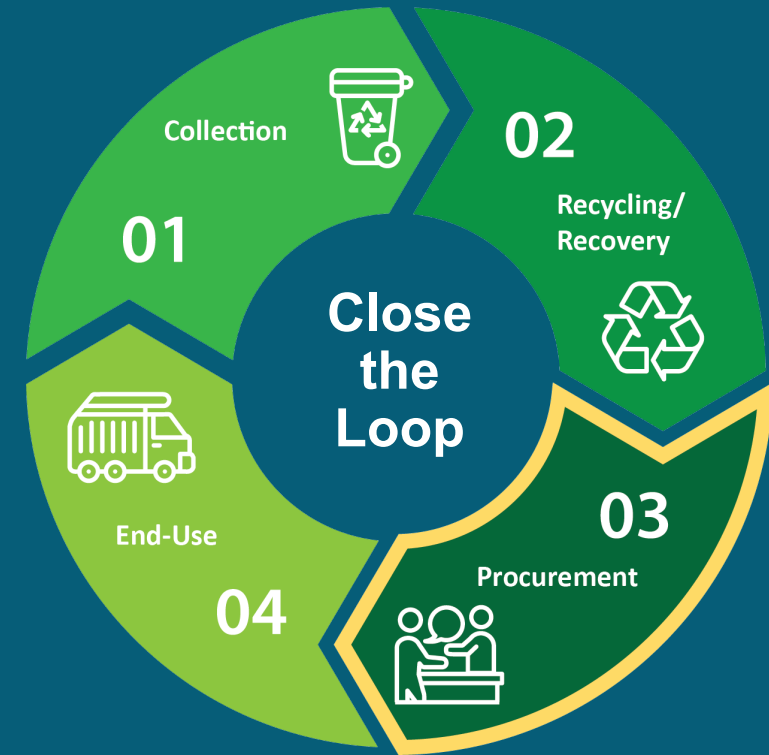
JURISDICTION REQUIREMENTS

COMPOST, RNG & ELECTRICITY

- Minimum Procurement

PAPER PROCUREMENT REQUIREMENTS

- Recycled Content
- Recyclability

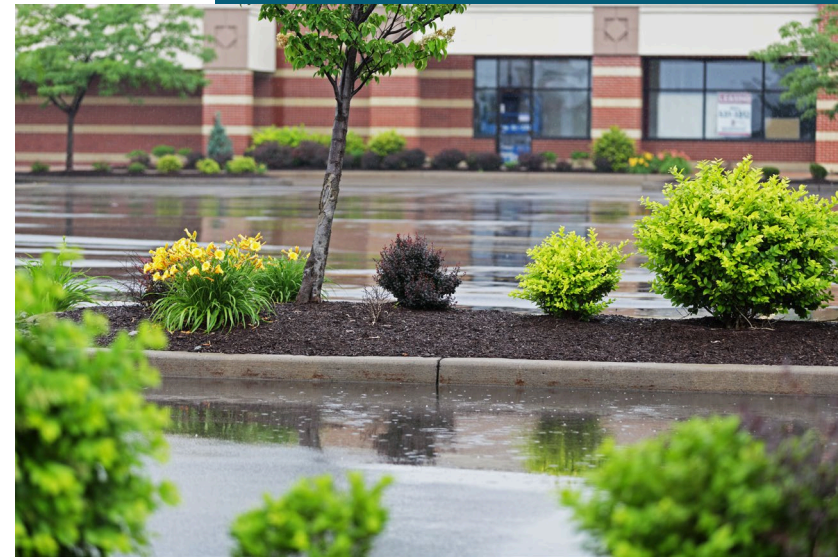


Construction & Landscaping Requirements



Recycling organic waste commingled with C&D debris, to meet CalGreen 65% requirement for C&D recycling in both residential and non-residential projects

Model Water Efficient Landscape Ordinance (MWELO) requirements for compost and mulch application.



ORGANIC WASTE RECYCLING INFRASTRUCTURE



SB 1383 Requires 50-100
New or Expanded
Organic Waste Recycling Facilities

SB 1383 IN ACTION

INFRASTRUCTURE REQUIREMENTS



**Evaluating Current
Infrastructure and Planning
New Compost and AD
Facilities and Edible Food
Recovery**



SB 1383 IN ACTION

INSPECTION AND ENFORCEMENT REQUIREMENTS



Monitor Compliance and Conduct Enforcement

JURISDICTION REQUIREMENTS

Ordinance 2022



Adopt an Ordinance
(Enforceable
Mechanism)
Including
Enforcement

Compliance Monitoring & Education 2022-2024



Annual
Compliance
Reviews, Route
Reviews,
Inspections

Educate Violators

Compliance Monitoring & Enforcement 2024



Annual Compliance
Reviews
Route Reviews,
Inspections,
Notice of Violations,
Penalties for
Violators

JURISDICTION ENFORCEMENT REQUIREMENTS

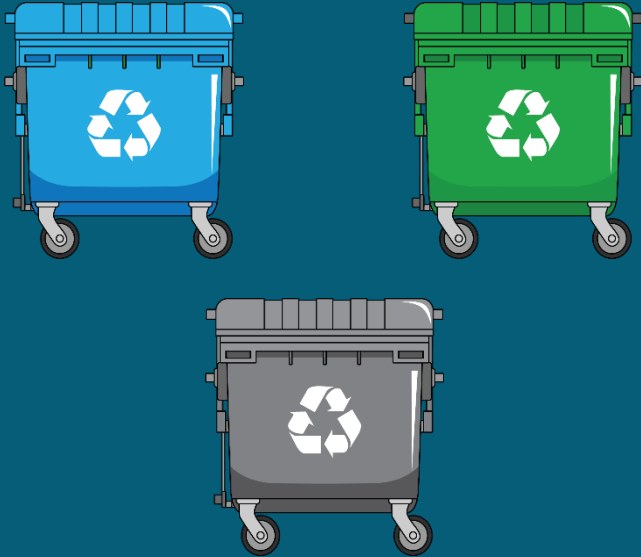


Must Have Enforcement and Inspection Program that Includes:

- Annual Compliance Review
 - Commercial Businesses that Generate ≥ 2 Cubic Yards/week
 - Verify Businesses are:
 - Subscribed to Service or Self-hauling
- 2 or 3 Container Collection Service: Route Reviews of Commercial/Residential Areas to Verify Service and Inspect for Contamination
- Single Unsegregated Collection Service: Verify Businesses are subscribed to a service that is Transporting Contents to a High Diversion Organic Waste Processing Facility

Requirements Harmonize with AB 1826 and Don't Establish a Minimum Quantity of Physical Inspections

JURISDICTION ENFORCEMENT REQUIREMENTS ON COMMERCIAL FOOD GENERATORS



Must Have Enforcement and Inspection Program that Includes:

- Inspections to verify:
 - Edible food Recovery arrangements
- Tier 1 Commercial Edible Food Generators by 2022
- Tier 2 Commercial Edible Food Generators by 2024

Commercial Edible Food Generator Inspections Can Be Combined with Existing Mandatory Inspections

SB 1383 IN ACTION JURISDICTION REQUIREMENTS



**Maintain Records and
Report to CalRecycle**

Recordkeeping Requirements:



Organic
Collection
Services



Hauler
Program



Contamination
Minimization



Waivers



Education &
Outreach



Edible Food
Recovery
Program



Recycled
Organic Waste
Procurement



Recycled
Paper
Procurement



Commercial
Edible Food
Generators



Jurisdiction
Inspection &
Enforcement



STATE ENFORCEMENT



CALRECYCLE OVERSIGHT (BEGINS IN 2022)



Authorize Waivers

- Low Population
- Rural Areas

Emergency Circumstances

Oversee and Monitor

- State Agencies and Facilities
- Local Education Agencies



Oversee and Monitor for Compliance

Jurisdiction Review

- Conduct joint inspections with jurisdictions
- Review Implementation Record



If Violations

- Issue Notices of Violation
- May Authorize Corrective Action Plan
- Allows up to 24 months to address barriers outside of a jurisdiction's control

Model Implementation Tools



Franchise
Agreement



Mandatory Organics Disposal
Reduction Ordinance



Procurement
Policy



Food Recovery
Agreement

Statewide Public Education Campaign

Goals

- Increase Recycling Rate
- Clean Up Recycling System
- Making Organics Recycling Routine

Deliverables

- Research
- Messaging and Branding
- Translation
- Assistance to Jurisdictions

Funding

- 3-Year contract for up to \$15.9 Million

Market Development Opportunities

Greenhouse Gas Grant & Loan Programs

Recycling Market Development Zone (RMDZ) Program

Partnership with the Governor's Office of Business and Economic Development





**STAY
ENGAGED**



<https://www2.calrecycle.ca.gov/Listservs/Subscribe/152>



<https://www.calrecycle.ca.gov/organics/slcp>



Marshalle Graham
Senior Environmental Scientist, Supervisor
marshalle.graham@calrecycle.ca.gov
916-341-6270



City of Fort Bragg

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

Text File

File Number: 20-913

Agenda Date: 11/9/2020

Version: 1

Status: Business

In Control: City Council

File Type: Council Letter

Agenda Number: 8B.

Receive Report and Consider Approval of a Letter of Support for Mendocino Coast Sports Foundation Grant Application



AGENCY: City Council
MEETING DATE: November 9, 2020
DEPARTMENT: City Manager
PRESENTED BY: Tabatha Miller
EMAIL ADDRESS: tmiller@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Approval of a Letter of Support for Mendocino Coast Sports Foundation Grant Application

ISSUE:

The Mendocino Coast Sports Foundation is applying for a Statewide Park Development and Community Revitalization Program of 2018 (Proposition 68) Grant to upgrade Timberwolf Stadium. The project includes creating an all-weather stadium to offset the impact of the more than 60 inches of rain we normally would receive in a year. The stadium's new features will include LED lighting, an all-weather track, an all-weather field, a family bathroom and new landscaping. The stadium will be more usable, user-friendly and accessible to the entire community. This project is shovel ready and is the completion of over twenty years of community meetings, participation and dedication.

The Mendocino Coast Sports Foundation has requested a letter in support of their grant application from City Council.

ANALYSIS:

Statewide Park Development and Community Revitalization Program (SPP) has created and improved over 7,400 parks since 1965. The SPP offers competitive grants to create new parks and new recreation opportunities in critically underserved communities across California. Through Prop 68 funding, over \$650M will be distributed through multiple funding rounds.

The SPP Application Guide states that California cities are eligible to apply for funding to create a new park, expand an existing park, or renovate an existing park. Examples of eligible activities include amphitheater/performing arts stages, picnic/barbecue areas, playgrounds, and shade structures. The grant will fund projects at a minimum of \$200,000 and a maximum of \$8.5M. Design, plan and specification development, and permits are eligible pre-construction costs (up to 25% of the total grant), meaning that projects do not have to be "shovel ready" for eligibility, and the costs to get a project ready for construction would be covered by the grant. Under the current Round 3, \$395M is available.

The City also intends to reapply for funding for Phase 2 improvements to Bainbridge Park. The City was not successful in the prior round.

RECOMMENDED ACTION:

Approve the proposed letter of support for the Mendocino Coast Sports Foundation Timberwolf Stadium.

ALTERNATIVE ACTION(S):

1. Do not approve the letter of support.
2. Direct staff to modify the letter of support.

FISCAL IMPACT:

There is no fiscal impact to the City to provide the letter of support to the Mendocino Coast Sports Foundation. If the grant application is successful, the funds would benefit the community not only in the improvements to the stadium but when the funds are spent locally. There is a remote chance that the City's Bainbridge Park application could directly compete with the Mendocino Coast Sports Foundation's Stadium project. However, both projects are beneficial to the City and the majority of the community would welcome one or both of these improvements to our community assets.

GREENHOUSE GAS EMISSIONS IMPACT:

There is no impact on greenhouse gas emissions from providing the letter of support. If successful, construction of the improvements would temporarily increase greenhouse gas emissions.

CONSISTENCY:

Improvements to the Timberwolf Stadium would be consistent with the following General Plan policies:

- **Policy OS-9.3:** Recreational Facilities: Provide recreational facilities to meet the needs of all Fort Bragg citizens, especially children and teenagers.
- **Program OS-9.3.1:** Consider teen recreation needs when planning new or redesigned parks.
- **Goal OS-10:** Develop park and recreation facilities with the coordination of other agencies and the public.
- **Policy OS-10.4:** Public Participation: Actively solicit public participation in the selection, design, and facilities planning for existing and future park sites.

IMPLEMENTATION/TIMEFRAMES:

Mendocino Coast Sports Foundation has requested the letter by November 15, 2020 for timely submission of their application.

ATTACHMENTS:

1. Letter of Support

NOTIFICATION:

1. Merlyn Larson
2. Nancy Bennett



CITY OF FORT BRAGG

Incorporated August 5, 1889

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

November 9, 2020

California Department of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

RE: Statewide Park Development and Community Revitalization Program (SPP) Letter of Support for the Mendocino Coast Sports Foundation's Application

To Whom It May Concern:

This letter is a pledge of support by the Fort Bragg City Council for the Mendocino Coast Sports Foundation SPP Application to upgrade the Timberwolf Stadium, which serves our school district and coastal community. The project includes creating an all-weather stadium in an area that can get more than 60 inches of rain annually. The Timberwolf Stadium, named after the Fort Bragg High School Mascot, is truly the heart of our City and our community.

The story behind the Timberwolf Stadium is one of community, contribution and commitment. The project and construction of the stadium started in 1996 with volunteer labor, donated soil to build the base and level the track and field, and fuel paid for by the local fuel distributors. After three years of volunteer work and labor, in 1999 the stadium was officially dedicated. The community had pieced together grants, donations, volunteer labor and reclaimed seating to build a usable and playable stadium on donated land. Over the next fifteen years, a ticket booth, concession stand, announcer booth, restrooms, sound system, walkway, additional seating, entrance gate, Timberwolf sign, and parking lot were added and just like the earlier project through volunteers, contributions, and reclamation of more used equipment.

The Mendocino Coast Sports Foundation is applying for grant funds to add LED lighting, an all-weather track, all-weather field, a family bathroom and new landscaping to the stadium. These improvements will make the stadium more user friendly and accessible to the entire community. The Timberwolf Stadium is a vital part of our community and stands for everything we value in Fort Bragg.

As a Disadvantaged Community, as determined by the current American Community Survey, assets such as the Timberwolf Stadium and all of our park and recreational assets are vital to the health and wellbeing of our community. Please note that the Fort Bragg City Council supports this project, even as we compete against it for the same SPP funding. The City of Fort Bragg will resubmit its own application for SPP funding for Phase II Development of Bainbridge Park.

For all the reasons listed above, we respectfully ask you to support parks and recreation in our local community through the SPP grant allocations.

Sincerely,

William V. Lee
Mayor

Bernie Norvell
Vice Mayor

Teresa K. Albin-Smith
Councilmember

Jessica Morsell-Haye
Councilmember

Lindy Peters
Councilmember

From: [Judith Valadao](#)
To: [Lemos, June](#)
Subject: Approve letter for Mendocino Sports Foundation
Date: Monday, November 9, 2020 5:20:58 PM

To Mayor Will Lee, Vice Mayor Bernie Norvell and Fort Bragg City Council

I urge you to approve the letter of support for the Mendocino Coast Sports Foundation Grant Application.

I see nothing negative about this project and it will benefit the community by having an all weather track and field.

Approve the letter, please.

Judy Valadao



City of Fort Bragg

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

Text File

File Number: 20-908

Agenda Date: 11/9/2020

Version: 1

Status: Business

In Control: City Council

File Type: Resolution

Agenda Number: 8C.

Receive Report and Consider Adoption of City Council Resolution Authorizing City Manager to Execute Authorization for Additional Services for the Design of the Raw Water Line Replacement Project, City Project 2018-02, Increasing the Scope of the Design Contract with Coleman Engineering



AGENCY: City Council
MEETING DATE: November 9, 2020
DEPARTMENT: Public Works
PRESENTED BY: Diane O'Connor/John Smith
EMAIL ADDRESS: doconnor@fortbragg.com

AGENDA ITEM SUMMARY

TITLE:

Receive Report and Consider Adoption of City Council Resolution Authorizing City Manager to Execute Authorization for Additional Services for the Design of the Raw Water Line Replacement Project, City Project 2018-02, Increasing the Scope of the Design Contract with Coleman Engineering

ISSUE:

On January 24, 2019, the City of Fort Bragg entered into a contract in the amount of \$680,000 with Coleman Engineering to complete construction design and bid documents for the Raw Water Line Replacement Project, City Project 2018-02. The contract amount included the proposal cost of \$594,096, plus an additional \$85,904 in contingency. The original scope of work covered design for all portions of the City's Raw Water Line, from Waterfall Gulch, Newman Gulch, and Summers Lane Reservoir, that had not been replaced prior to 1986. It was assumed that those portions that were replaced from 1986-1991 would be reliable for many years to come. It also avoided the need to work within the environmentally sensitive Noyo River flood plain and Hare Creek/Covington Gulch streambeds. The attached map (Figure 1) shows the proposed phases as awarded to Coleman Engineering.

While on a site walk in late May, it was discovered that the portion of the Hare Creek crossing that parallels the south side of Hare Creek has been severely undercut by erosion, and is at risk of failure, despite have been replaced in 1991. It is also significantly corroded. At least some portion of the existing Hare Creek/Covington Gulch creek crossing will need to be replaced to ensure the reliability of the system.



The Hare Creek crossing is located in a very steep gorge that is inaccessible by most equipment, making it very challenging in many ways. Given the need to do all the additional environmental studies and reporting to perform this work, it makes sense to consider increasing the life span of the Noyo River crossing as well. A cost savings can be realized by performing both crossings as part of this project, rather than delaying the Noyo crossing and improving it as a stand-alone project in the future. While it will be necessary to trench the Hare Creek crossing across the creek, the plan is to line the Noyo River crossing, similar to the lining of the sewer pipes in 2019, and avoid open trenching in the river bed and flood plain.

Coleman Engineering has done an outstanding job of managing the budget and has already provided the 60% complete design plans for the original Phases. They are currently working on the 100% design plans. They will be able to absorb the extra work involved in adding the Noyo River lining to the project, but the Hare Creek crossing will be more challenging. Coleman is requesting \$10,434 for the extra surveying and mapping, \$18,990 for the additional environmental studies and permitting that will be required, and \$35,496 in engineering design costs, for a total addition of \$64,920. The proposed additional cost is 9.5% of the original contract amount, and, if approved, the new total of \$659,016 is still below the original contract amount of \$680,000.

ANALYSIS:

The Hare Creek crossing will have to be repaired/replaced to ensure the reliability of the system. Adding the Noyo River crossing to this project will cost considerably less than if we postpone the work into the future and will add decades to the life span.

RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to execute the Authorization for Additional Services with Coleman Engineering.

ALTERNATIVE ACTION(S):

Council can choose to delay any work on Hare Creek crossing and/or the Noyo River crossing until a future date, and not add them to the Scope of Work.

FISCAL IMPACT:

The cost of adding the crossings to the scope of work falls within the approved project budget amount. It does reduce the contingency amount from \$85,904 (~14.4%) to \$20,984 (~3.2%).

GREENHOUSE GAS EMISSIONS IMPACT:

Adding the crossings to the design contract will have no impact on greenhouse gas emissions.

CONSISTENCY:

This addition to the Scope of Work is consistent with the goals of ensuring the reliability of the entire raw water system for decades to come.

IMPLEMENTATION/TIMEFRAMES:

It is in the best interest of the City to start the design process as soon as possible to incorporate these crossings into the plans for the other Phases and to facilitate repairs to the Hare Creek crossing before it fails.

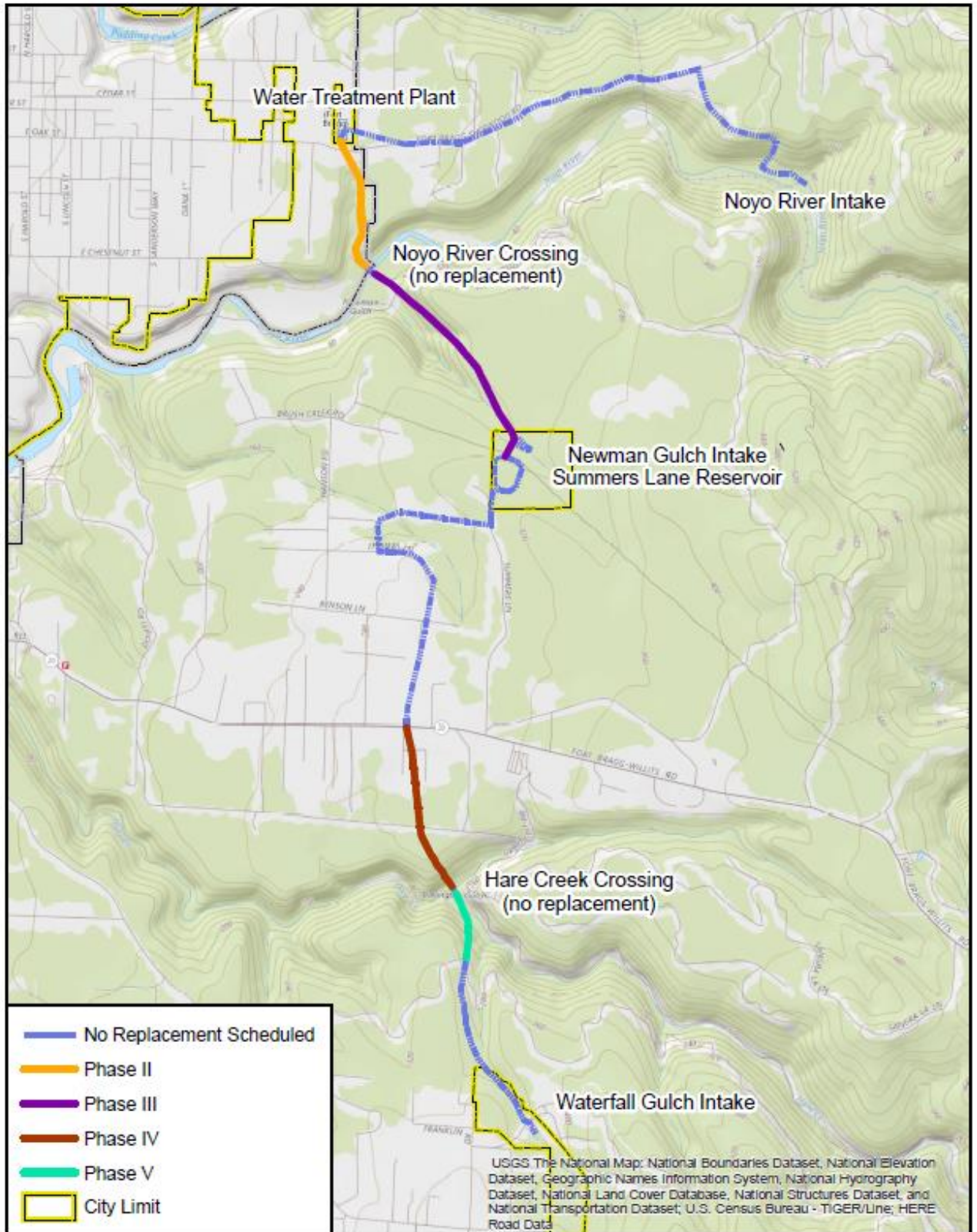
ATTACHMENTS:

1. Figure 1 – Map of Phases
2. Resolution
3. Coleman Engineering Authorization for Additional Services

NOTIFICATION:

Coleman Engineering

Figure 1
Raw Water Line Replacement Project Phases



RESOLUTION NO. ____-2020

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING CITY MANAGER TO EXECUTE THE AUTHORIZATION FOR ADDITIONAL SERVICES WITH COLEMAN ENGINEERING

WHEREAS, on January 24, 2019, the City of Fort Bragg entered into a contract in the amount of \$680,000 with Coleman Engineering to complete construction design and bid documents for the Raw Water Line Replacement Project (Project), which contract was renewed on June 1, 2020; and

WHEREAS, the Contract amount included the original design budget of \$594,096 plus a contingency amount of \$85,904, for a total amount of \$680,000; and

WHEREAS, the Project was limited to specific Phases and did not include any stream or river crossings; and

WHEREAS, in May of 2020 it was recognized that a section of the Hare Creek crossing that was replaced in 1991 has been undercut, is at risk of failure, and needs to be replaced; and

WHEREAS, on October 22, 2020, Coleman Engineering provided the City with an Authorization for Additional Services in the amount of \$64,920 to add Hare Creek Crossing to the Project; and

WHEREAS, adequate funding is available in the contract;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve the Authorization for Additional Services for the Raw Water Line Replacement Design Project and authorizes the City Manager to execute same (Amount Not to Exceed \$680,000).

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 9th day of November, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

William V. Lee
Mayor

ATTEST:

June Lemos, CMC
City Clerk

Authorization for Additional Services

This Agreement is to provide additional professional engineering services for the project identified as follows:

Project Name: Raw Water Line Replacement Project

Client Project Number: 2019-02

Consultant Project Number: FTBG18-001

Additional Services #: 1

Date of Original Agreement: January 24, 2019

The Client and the Consultant are identified as follows:

CLIENT: <u>City of Fort Bragg</u>	CONSULTANT: <u>Coleman Engineering, Inc.</u>
Name: <u>Diane O'Connor</u>	Name: <u>Simon Gray</u>
Title: <u>Project Manager</u> <u>City of Fort Bragg, Public Works</u>	Title: <u>Principal</u>
Address: <u>Department, 416 N Franklin</u>	Address: <u>1358 Blue Oaks Blvd., Suite 200</u>
City, ST, Zip: <u>Fort Bragg, CA 95437</u>	City, ST, Zip: <u>Roseville, CA 95678</u>
Phone: <u>707-961-2823 x 134</u>	Phone: <u>916-791-1188</u>
Fax: <u>-</u>	Fax: <u>-</u>
e-mail: <u>doconnor@fortbragg.com</u>	e-mail: <u>simon@coleman-eng.com</u>

The following Scope of Additional Services, Schedule, Budget, and Budget Summary are added to the existing agreement referenced above, are effective as of the date signed on the last page and are subject to all of the terms of the original agreement.

DESIGN ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE HARE CREEK CROSSING REPLACEMENT

Background

The ongoing Raw Water Line Replacement Project includes for phased replacement of the City's raw water supply pipeline that conveys raw water by gravity from the Waterfall Gulch and Newman Gulch intakes to the City's water treatment plant (WTP) at the east end of Cedar Street. The pipeline crosses both the Noyo River and Hare Creek. The project includes the following phases:

- Phase II – from the WTP to the north side of the Noyo River crossing.
- Phase III – from the south side of the Noyo River crossing to the Summers Lane Reservoir.

- Phase IV – from the north side of Highway 20 (and also replacing the current Highway 20 crossing) to the north side of the Hare Creek crossing.
- Phase V – from the south side of the Hare Creek crossing along Waterfall Gulch to a connection with the new pipeline section which ends at Forest Road 450.

Phase 1 of the project, which comprises the section of pipeline from the north side of State Highway 20 to the Summers Lane Reservoir, was completed in 2013 and is not part of this project.

Replacement of the Noyo River Crossing and the Hare Creek Crossing was not included in the original project.

Following completion of the Final Project Practicality Report that included route alternatives evaluation and selection, design engineering for all phases, including plans and specifications preparation is approximately 60% complete. Environmental studies for CEQA compliance and preparation of the Project Description and Initial Study / Mitigated Negative Declaration (IS/MND) documents are underway, with field studies and investigations primarily complete.

At Hare Creek, the existing raw water pipeline has been exposed in the creek bank after floodwater scouring during winter storms. There is a significant risk of a pipeline failure that would endanger a portion of the City's raw water supply. As such, the City wants to add to the Raw Water Line Replacement Project the design of a replacement crossing and connecting pipelines that will link with the new Phases IV and V replacement pipelines. The crossing site is very inaccessible for construction, and is environmentally sensitive, so the associated design engineering and environmental studies will require detailed consideration of methods of construction, access routes and entry points, creek diversion and SWPPP methods, staging areas, material storage and disposal locations, and the timing and duration of each construction activity. CEQA environmental studies will likely require additional consultation with the State Department of Fish and Wildlife, Mendocino County Planning, the Corps of Engineers, the Regional Water Quality Control Board, and other permitting agencies.

Scope of Services

The Scope detailed below includes the tasks and sub tasks necessary to complete the design and environmental studies for the Hare Creek Crossing replacement. An interim 60% engineering design-level-of-completion submittal will be made for the City's review and comment. Agreed comments will be incorporated into a subsequent 100% design submittal for further City review prior to finalization: it is anticipated that the Hare Creek Crossing replacement plans and technical specifications will be incorporated into the plans for a combined Phases IV / V construction contract.

Note that no additional project management tasks have been added by this additional services scope: project management for the existing Raw Water Line Replacement Project will be able to incorporate that needed for the Hare Creek Crossing replacement design phase.

Task 1 – Topographical Mapping

Consultant's subconsultant Cinquini and Passarino will perform additional ground topographical mapping and survey of the proposed location of the replacement Hare Creek Crossing and pipelines to connect to the current Phase IV and V pipelines. The Hare Creek Crossing location and surrounding area were previously mapped earlier in the project using aerial photography and LiDAR, and the additional ground survey will supplement this data. Mapping will be prepared on California Coordinate System of 1983, Zone 2 and NAVD 1988 Vertical Datum. The topographic survey will be at a drawing scale of 1 inch = 20 feet, with a one-foot contour interval. The topographic survey will include necessary work to produce a topographic map, including features such as pipeline surface features, blowoffs, valves, manholes (including rim, invert and pipe information), utility markings and poles, trees six (6) inches and larger, and other pertinent information that could apply to the project during design.

The topographical mapping and survey data will be processed into an AutoCAD format suitable for use in plan preparation under subsequent tasks.

Task 1 Deliverable:

- Topographical mapping in AutoCAD format.

Task 2 - Prepare 60% Design Submittal, including Constructability Technical Memorandum

Under this task, Consultant, with the assistance of its constructability subconsultant, Aaron Smud, will prepare 60% design-level-of-completion plans and associated specification sections for submittal to the City for review and comment. A conference call will be held approximately 10 business days after submittal to review and agree on comments to be incorporated into the next phase of design.

The following plans are anticipated for this and the remaining design submittals. All plans will be submitted for the 100% and Final Submittals.

HARE CREEK CROSSING REPLACEMENT PROJECT PLANS		
60%	Sheet	Title
✓	C1	Sheet Layout Key Plan
✓	C2	Hare Creek Crossing Pipeline Plan and Profile 1
✓	C3	Hare Creek Crossing Pipeline Plan and Profile 2
✓	C4	Hare Creek Crossing Pipeline Plan and Profile 3
✓	C5	Design Details 1
	C6	Design Details 2
	C7	Design Details 3

In addition to the design plans, Consultant's constructability subconsultant will prepare a

constructability technical memorandum (TM) as part of this task that details methods of construction, access routes and entry points for construction equipment, potential creek diversion and SWPPP methods, staging areas, material storage and disposal locations, the timing and duration of each construction activity, and overall construction duration. The TM will also be used for the environmental studies and permitting, and for consultation with the environmental regulatory agencies.

Task 2 Deliverables:

- 60% Design Submittal, including Plans and Specifications in electronic (pdf) format.
- Constructability Technical Memorandum in electronic (pdf) format.

Task 3 - Prepare 100% Design Submittal

Under this task, Consultant and its subconsultants will prepare 100% design-level-of-completion plans and associated specification sections and/or modifications to existing construction contract specifications for submittal to the City for review and comment. A conference call will be held approximately 10 business days after submittal to review and agree comments to be incorporated into the final design.

Task 3 Deliverable:

- 100% Design Submittal, including Plans and Specifications in electronic (pdf) format. This will be in conjunction with the Phases IV and V 100% Design Submittal.

Task 4 - Prepare Final Design Submittal

Following final agreement on review comments on the 100% Design Submittal, Consultant and its subconsultants will finalize the plans and associated specification sections and/or modifications to existing construction contract specifications.

Task 4 Deliverable:

- Final Design Submittal, including Plans and Specifications in electronic (pdf) format. This will be in conjunction with the Phases IV and V Final Design Submittal.

Task 5 – CEQA Environmental Services

Under Task 5, Consultant's environmental sub consultant Dewberry will review and update all CEQA documents prepared to date, including the Project Description, the Initial Study Checklist and the Initial Study / Mitigated Negative Declaration (IS/MND) to take into account the addition of the Hare Creek Crossing replacement. No additional field work will be performed at

this point: the existing Hare Creek Crossing was examined during previous field study for Phases IV and V.

5.1 - Revise Project Description

City staff have made recent revisions and updates to the Project Description. Dewberry will review the revised Project Description prepared by City staff and determine that the text describing the construction methods for each section and supporting graphics for the Hare Creek crossing are complete. Dewberry will coordinate with the City and Consultant before any suggested revisions or clarifications needed to the Project Description are included in an updated IS/MND.

5.2 - Update All Initial Study Checklist Sections

All 21 sections and 90 technical questions of the CEQA Initial Study Checklist will be revised and updated with new analysis in this task. Each relevant IS/MND section will be revised to include the Hare Creek replacement project under the following subtask. A cultural records search has been obtained and the cultural resources section was initiated but needs to be completed in this task. Previous AB 52 tribal consultation letters prepared by the City will be reviewed.

5.3 - Prepare Updated Admin Draft IS/MND for City Review

Dewberry will update the Administrative Draft IS/MND for one round of review and comments.

Task 5 Deliverables:

- Revised Project Description (in electronic pdf and Word format)
- Updated Initial Study Checklist (in electronic pdf and Word format)
- Updated Administrative Draft IS/MND text for incorporation into the master project Administrative Draft IS/MND

Schedule

Coleman Engineering will provide the services outlined in this Scope consistent with the requirements of the project and in conjunction with the design schedule for Phases IV and V.

Additional Services Budget

Services detailed above will be provided using the following budgets. Coleman Engineering reserves the right to transfer budgets between tasks without changing the Total Additional Services Budget. Services will be provided on a time and materials basis not to exceed a total amount summarized below. The attached spreadsheet provides a detailed breakdown of the additional fee by task.

Task 1 – Topographical Mapping	\$10,434
Task 2 – Prepare 60% Design Submittal	\$21,502
Task 3 – Prepare 100% Design Submittal	\$8,252
Task 4 – Prepare Final Design Submittal	\$5,742
Task 5 – CEQA Environmental Studies	\$18,990
<hr/>	
Total Budget for Additional Services #1 =	\$64,920

Project Budget Summary

Original Budget =	\$594,096
Sum of Previous Changes to Budget =	\$0
Budget of this Scope of Additional Services =	\$64,920
New Project Budget =	\$659,016

The above is mutually agreed to this ____ day of _____, 2020.

City of Fort Bragg

Coleman Engineering, Inc.



By: _____
Name: _____
Title: _____

By: _____
Name: Simon N. Gray, P.E.
Title: Principal
CA PE #: C 60311