



# City of Fort Bragg

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

## Meeting Agenda City Council

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

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Monday, September 12, 2022

6:00 PM

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

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### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### ZOOM WEBINAR INVITATION

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

*You are invited to a Zoom webinar.*

*When: Sep 12, 2022 06:00 PM Pacific Time (US and Canada)*

*Topic: City Council Meeting*

*Please click the link below to join the webinar:*

<https://us06web.zoom.us/j/81322522946>

*Or Telephone: +1 669 444 9171 or +1 719 359 4580 (\*6 mute/unmute; \*9 raise hand)*

*Webinar ID: 813 2252 2946*

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

### AGENDA REVIEW

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

- 1A. [22-438](#)** Receive Presentation from the Mendocino County Fire Safe Council on Measure P and Consider Supporting Measure P on the November Ballot

**Attachments:** [Measure P Ballot Argument](#)  
[Measure P and sales tax graphic w text](#)  
[Measure P Allocation Formula](#)  
[BOS Resolution 22-159](#)

- 1B. [22-441](#)** Receive Presentation by Mei Blundell on "Coding the Coast" Program

**Attachments:** [Ft Bragg CC Presentation\\_091222](#)

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

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

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

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

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

## **3. STAFF COMMENTS**

## **4. MATTERS FROM COUNCILMEMBERS**

## **5. CONSENT CALENDAR**

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

- 5A. [22-424](#)** Adopt City Council Resolution Approving Contract Amendment with Marie Jones Consulting for Professional Planning Services and Authorizing the City Manager to Execute Amendment (Total Contact Amount not to Exceed \$50,000)

**Attachments:** [RESO Jones Contract Amendment](#)  
[Exhibit A - Scope of Services](#)  
[Jones Contract 3-2022](#)  
[Marie Jones Consulting 1st Amd](#)

- 5B. [22-425](#)** Adopt City Council Resolution Approving and Ratifying an Application for the Funding and Execution of Grant Agreement and Any Amendments Thereto from the United States Department of Agriculture's Community Facility Grant Program for the Purchase of an Electrical Police Department Fleet Vehicle and a Security Camera System



**Attachments:** [RESO USDA Community Facility Grant Program](#)  
[Application City of Fort Bragg August 2022](#)

- 5C. [22-432](#) Adopt City Council Resolution Approving Contract Amendment with Marie Jones Consulting for Planning and Environmental Work on the Proposed Transfer Station Project, Increasing the Not To Exceed Amount to \$19,200.00 (Account No. 119-0000-2702)

**Attachments:** [RESO Marie Jones Consulting Amendment](#)  
[Marie Jones Consulting Transfer Sta 1st Amd](#)  
[Exhibit A - Amended Scope of Work](#)

- 5D. [22-433](#) Adopt City Council Resolution Approving Budget Amendment No. 2022/2023-02 for Fiscal Year 2022/23

**Attachments:** [Budget Amendment 2022-23-02](#)

- 5E. [22-434](#) Adopt City Council Resolution Approving Contract with Fort Bragg Electric for the School Zone Radar Speed Sign Replacement Project and Authorizing City Manager to Execute Same (Amount Not To Exceed \$49,837.00, Account No. 110-4840-0319)

**Attachments:** [RESO Radar Sign Contract Fort Bragg Electric](#)  
[Exhibit A Contractor Proposal](#)  
[Exhibit B Project Map and Locations](#)  
[FB Electric Radar Signs Contract](#)

- 5F. [22-436](#) Approve Scope of Work for a Request for Proposals for the Preparation of a Development Impact Fee Study

**Attachments:** [Scope of Work - Impact Fee Study RFP](#)

- 5G. [22-442](#) Adopt City Council Resolution Authorizing the Submittal of Local Coastal Program Grant Application for Funding from the California Coastal Commission

**Attachments:** [RESO CCC LCP Grant](#)

- 5H. [22-447](#) Adopt City Council Resolution Updating Master Salary Schedules and Confirming All City of Fort Bragg Established Classifications

**Attachments:** [RESO Updating Master Salary Schedules](#)  
[Exhibit A](#)  
[Exhibit B](#)  
[Exhibit C](#)  
[Exhibit D](#)

- 5I. [22-458](#) Adopt Joint City Council/Municipal Improvement District Resolution Authorizing Execution of an Employment Agreement for City/District Manager with Peggy Ducey

**Attachments:** [RESO City Manager Contract](#)  
[DUCEY Peggy City Mgr](#)  
[PDucey City Manager Agreement](#)  
[Public Comment 5I](#)

- 5J. [22-467](#) Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

**Attachments:** [RESO Authorize Continuing Remote Meetings](#)

- 5K. [22-468](#) Adopt City Council Resolution Confirming the Continued Existence of a Local Emergency in the City of Fort Bragg

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

- 5L. [22-415](#) Receive and File Minutes of July 14, 2022 Public Works and Facilities Committee Meeting

**Attachments:** [07142022 PWF Meeting Minutes.pdf](#)

- 5M. [22-420](#) Approve Minutes of August 8, 2022

**Attachments:** [CCM2022-08-08](#)

- 5N. [22-466](#) Approve Minutes of Special Closed Session of August 26, 2022

**Attachments:** [CCM2022-08-26 Special Closed Session](#)

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

## **7. PUBLIC HEARING**

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

- 7A. [22-462](#) Receive Report, Conduct Public Hearing and Consider Adoption of: (1) City Council Resolution Adopting Updated Fees for Various Planning and Development Services; (2) City Council and Municipal Improvement District Resolution Adopting Updated Fees for Miscellaneous City/District Services

**Attachments:** [09122022 Fee Update Staff Report](#)  
[Att 1 - 2019-2022 Fee Schedule Comparison](#)  
[Att 2 - RESO Development Fee Updates](#)  
[Att 3 - 22-23 Planning Fees](#)  
[Att 4 - RESO Fee Schedule](#)  
[Att 5 - 22-23 Fee Schedule Misc](#)  
[Att 6 - PH Notice](#)

## **8. CONDUCT OF BUSINESS**

- 8A. [22-422](#) Receive Report and Consider Approval of Request for Proposals to Conduct Environmental Review of Mill Pond Remediation Project

**Attachments:** [09122022 Mill Pond RFP Report](#)

[Att 1 - Mill Site Operable Units](#)

[Att 2 - Draft OU-E Remedial Action Plan \(Sections 1-5\)](#)

[Att 3 - KJ Technical Memorandum](#)

[Att 4 - DTSC Order, First Amendment](#)

[Att 5 - Consultant List](#)

[Att 6 - Draft RFP - Mill Pond EIR](#)

[Public Comments from Mendocino Railway](#)

- 8B. [22-449](#) Receive Report and Consider Adoption of City Council Resolution Declaring a Stage 2 Water Warning and Implementing Stage 2 Mandatory Water Conservation Measures

**Attachments:** [Water Conservation Measures Stage 2 Staff Report](#)

[Att 1 - Resolution](#)

[Att 2 - Noyo Flows 2022](#)

[Att 3 - Ordinance 969-2021 Water Conservation](#)

- 8C. [22-421](#) Receive Report and Provide Recommendations on Proposed Changes to Title 1 of the Fort Bragg Municipal Code

**Attachments:** [09122022 Staff Report - Amending Title 1 of the Fort Bragg Municipal Code](#)

[Att 1 - Schedule of Administrative Penalty](#)

[Att 2 - Notice of Violation](#)

[Att 3 - Administrative Citation](#)

[Att 4 - Notice of Appeal of Citation](#)

[Att 5 - Appeal of Administrative Decision](#)

[Att 6 - FBMC Title 1 - Redline Draft](#)

## **9. CLOSED SESSION**

- 9A. [22-465](#) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code 54956.8); Property: 30900 W. State Highway 20; 19671 Summers Lane, Fort Bragg, CA 95437; Agency Negotiator: John Smith; Negotiating Parties: Mendocino Coast Recreation and Parks District; Under negotiation: Price and Terms

- 9B. [22-413](#) CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION: Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Gov Code Section 54956.9: One (1) Case

## **ADJOURNMENT**

*The adjournment time for all Council meetings is no later than 10:00 p.m. If the Council is still in session at 10:00*

*p.m., the Council may continue the meeting upon majority vote.*

**NEXT REGULAR CITY COUNCIL MEETING:  
6:00 P.M., MONDAY, SEPTEMBER 26, 2022**

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 September 7, 2022.

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June Lemos, MMC  
City Clerk

**NOTICE TO THE PUBLIC:**

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

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

**ADA NOTICE AND HEARING IMPAIRED PROVISIONS:**

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

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

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



# City of Fort Bragg

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## Text File

File Number: 22-438

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Mayor's Office

**In Control:** City Council

**File Type:** Report

**Agenda Number:** 1A.

Receive Presentation from the Mendocino County Fire Safe Council on Measure P and Consider Supporting Measure P on the November Ballot

**Measure P** - Sales Tax (County-wide). Measure P, Shall Ordinance No. 4510 be adopted to impose a general tax, an additional transaction (sales) and use tax of one quarter cent (0.25%) within Mendocino County to fund essential services, including fire protection and prevention? Such tax is estimated to raise \$4,000,000 annually for ten (10) years, after which it will expire.

### **Argument in Favor of Measure P**

**Measure P will help stabilize our fire departments and ramp up fire prevention efforts without raising taxes.**

#### **Measure P is Essential Support for our Fire Departments.**

Our fire seasons have gotten more intense, and will continue to worsen. Local fire departments on the front line are dedicated professionals—largely volunteers—and on-call 24/7 because they care deeply about their local communities and neighbors.

They need your support now. Fire-related calls to our local departments are rising annually—by 52% over the past 5 years. Simultaneously, the costs of equipment, training, and insurance have skyrocketed (by law, each department must provide workers compensation and liability insurance). Our fire departments desperately need this funding to continue to provide high-quality emergency response within our communities. Measure P funds would help ensure that they and their volunteers have the support they need to continue to serve and protect their communities. 10% of the funding will also strengthen the Mendocino County Fire Safe Council (MCFSC)'s efforts to reduce or prevent wildfire losses.

#### **Measure P Will Not Increase Your Taxes**

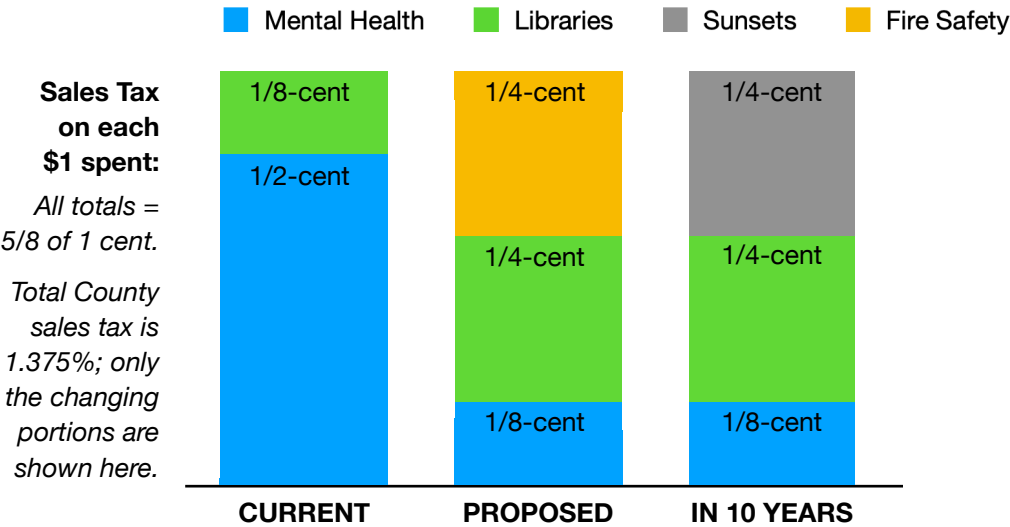
Measure P will reallocate a 1/4 cent of an existing, sunseting sales tax to be distributed 90% to our local fire departments and 10% to ramp up fire-prevention services for 10 years. Your current taxes will not increase.

#### **Measure P Funds Will be Spent as Promised**

Funding is intended to go directly to local fire departments using a formula that has already been established and agreed upon. There is no ambiguity or discretion. The watchful eyes of our 20 fire chiefs and their district boards will be on it. Since the tax sunsets in 10 years, voters will have the opportunity then to reassess the benefits of this tax allocation.

# MENDOCINO COUNTY SALES TAX—PROPOSED REALLOCATIONS

by Measure O (Libraries) and Measure P (Fire Safety). Note 3/8-cent of Mental Health portion is sunsetting, as taxpayer-approved infrastructure funds will have been fully collected.



Supporting Measures O and P on the November Ballot Will Not Change the Current Sales Tax Rate		
CURRENT	NOV 2022 BALLOT OPTIONS	POSSIBLE OUTCOMES
<b>Mental Health:</b> Infrastructure—3/8-cent, expiring in 2023, plus Operations—1/8-cent.	Mental Health Infrastructure: Not on the ballot (sunsetting).	Will expire in 2023—to be reallocated if other measures pass, or reduce sales tax if not.
	Mental Health Operations: Not on the ballot (permanent).	Will remain the same.
<b>Libraries:</b> 1/8-cent	<b>Measure O:</b> 1/8-cent for libraries would become a permanent 1/4-cent.	<b>Yes:</b> Permanent 1/4-cent support for county libraries. <b>No:</b> 1/8-cent reduction in sales tax. Drastic budget cuts for libraries.
<b>Fire Safety:</b> None	<b>Measure P:</b> Proposed 10-year reallocation of 1/4-cent for fire safety.	<b>Yes:</b> 1/4-cent support for fire safety (90% for local fire districts and 10% for additional fire-prevention efforts). Will expire in 10 years. <b>No:</b> 1/4-cent reduction in sales tax. Fire safety receives no county sales-tax support.



## 2/8's ¢ Fire/EMS County-wide Sales Tax - 90% to Fire Agencies, 10% to MC Fire Safe Council

<b>Estimated Total Tax</b> (enter amount) :	<b>\$ 4,666,667</b>	(based on \$7,000,000 projected revenues for 3/8's ¢ tax)	
<b>Fire Agencies 90%</b> (calculated) :	<b>4,200,000</b>	<b>County Population</b> (2020 Census) :	<b>91,601</b>
<b>MC Fire Safe Council 10%</b> (calculated) :	<b>466,667</b>		
<b>Agency Numbers:</b>	<b>22</b>	(includes 2 cities in JPA's)	
<b>Total Basic Allocation</b> (enter %) :	<b>1,680,000</b>	<b>40%</b>	<b>Total Population Allocation</b> (calculated) :
<b>Basic \$ per agency</b> (calculated) :	<b>76,364</b>		<b>2,520,000</b> <b>60%</b>
			<b>per capita amount \$</b> (calculated) :
			<b>27.51</b>

	District/Agency Name	JPA	Basic	JPA's	Population <sup>(8)</sup>	% Tot Pop	JPA's	Population Distrib	JPA's	total alloc	% total
1	Albion-Little River FPD		76,364		1,447	1.58%		39,811		116,174	2.77%
2	Anderson Valley CSD		76,364		3,189	3.48%		87,744		164,107	3.91%
3	Brooktrails Township CSD		76,364		3,483	3.80%		95,809		172,172	4.10%
4	Comptche CSD		76,364		521	0.57%		14,328		90,692	2.16%
5	Covelo FPD		76,364		2,750	3.00%		75,646		152,010	3.62%
6	Elk CSD		76,364		390	0.43%		10,725		87,089	2.07%
7	Fort Bragg City FD	Fort Bragg	76,364		7,537	8.23%		207,347			
8	Fort Bragg Rural FPD	Fire Authority <sup>(1)</sup>	76,364	152,727	7,770	8.48%	16.71%	213,754	421,101	573,828	13.66%
9	Hopland/Sanel Valley FPD		76,364		1,965	2.14%		54,053		130,417	3.11%
10	Leggett Valley FPD		76,364		461	0.50%		12,670		89,033	2.12%
11	Little Lake FPD		76,364		9,156	10.00%		251,877		328,241	7.82%
12	Long Valley FPD		76,364		2,574	2.81%		70,813		147,176	3.50%
13	Mendocino FPD		76,364		2,848	3.11%		78,363		154,727	3.68%
14	Piercy FPD		76,364		131	0.14%		3,604		79,967	1.90%
15	Potter Valley CSD		76,364		1,981	2.16%		54,511		130,875	3.12%
16	Redwood Coast FPD		76,364		1,788	1.95%		49,191		125,555	2.99%
17	Redwood Valley-Calpella FD		76,364		7,107	7.76%		195,507		271,871	6.47%
18	South Coast FPD		76,364		1,777	1.94%		48,877		125,240	2.98%
19	Ukiah City FD	Ukiah Valley Fire	76,364		16,499	18.01%		453,905			
20	Ukiah Valley FPD	Authority <sup>(1)</sup>	76,364	152,727	17,743	19.37%	37.38%	488,110	942,015	1,094,742	26.07%
21	Westport VFC		76,364		278	0.30%		7,636		84,000	2.00%
22	Whale Gulch VFC		76,364		208	0.23%		5,720		82,084	1.95%
<b>Totals:</b>			<b>1,680,000</b>		<b>91,601</b>	<b>100%</b>	<b>54%</b>	<b>2,520,000</b>		<b>4,200,000</b>	<b>100%</b>

## RESOLUTION NO. 22-159

### RESOLUTION OF THE MENDOCINO COUNTY BOARD OF SUPERVISORS STATING INTENT TO USE NEW SALES TAX REVENUE FOR FIRE PROTECTION AND PREVENTION

WHEREAS, the Mendocino County Board of Supervisors has asked the voters, at the November 2022 election, to approve a sales tax in the amount of one quarter cent (0.25%) for a period of ten (10) years; and

WHEREAS, the proposed sales tax is a general tax, and may legally be used for any valid county purpose and as such it may not be obvious to the public or future boards why the additional revenues are needed or how the Board of Supervisors intends to spend them; and

WHEREAS, the Board of Supervisors believes that the voters need this information in order to make a fully informed and responsible decision but wanted to avoid statements in the ordinance that might mislead voters into believing that the funds would be legally restricted; and

WHEREAS, over the last several years, the Mendocino County Board of Supervisors has begun to provide direct financial assistance to local fire protection agencies, which are struggling to keep up with the historic level of wildfires, an erosion of available resources and volunteers, increasing costs of providing emergency medical services, and other challenges; and

WHEREAS, these agencies routinely respond to emergencies outside of their borders, and the services provided by these agencies are of critical importance to all residents and visitors of Mendocino County; and

WHEREAS, needs and challenges facing Mendocino County fire protection agencies are expected to increase, but the financial assistance that Mendocino County is capable of providing will not, absent a new revenue stream; and

WHEREAS, the Mendocino County Board of Supervisors wishes to create additional revenue sources for these services, and to create political accountability for any future boards that might consider reducing the spending in this area to support other governmental functions.

NOW, THEREFORE, BE IT RESOLVED that:

It is the intent of the Mendocino County Board of Supervisors to use any new revenues from the proposed sales tax to fund fire protection and prevention, with 90% of the new revenue to be spent on direct aid to those agencies providing direct fire protection services and 10% to assist in fire prevention, resiliency and readiness efforts.

The Board intends that the 90% used for direct aid to agencies providing direct fire protection services be allocated in the same manner as the Board has allocated Proposition 172 funds. Specifically, 40% of the 90% (36% of the total new revenue) will be distributed evenly among local agencies, with the remaining 60% (54% of total) allocated based on relative population size of those agencies. The Board intends that the 10% for fire prevention, resiliency and readiness shall be used solely to plan, finance and operate ongoing county-wide programs including but not limited to community chipping service, defensible space assistance and home hardening assistance.

Should the proposed tax be enacted, the Board of Supervisors requests that the independently elected Auditor-Controller-Treasurer-Tax-Collector provide, pursuant to Government Code section 29044, a public report to the Board of Supervisors including the portion of projected revenue for the upcoming fiscal year attributable to the one quarter cent (0.25%) sales tax increase.



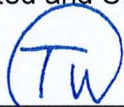
Every year after the effective date of this Resolution, the Board intends that all revenues and expenditures will be reviewed by Board of Supervisors and will be available to review by the public through the County's budget document and website.


The foregoing Resolution introduced by Supervisor Mulheren, seconded by Supervisor McGourty, and carried this 12<sup>th</sup> day of July, 2022, by the following vote:

AYES: Supervisors McGourty, Mulheren, Haschak, Gjerde, and Williams  
NOES: None  
ABSENT: None

WHEREUPON, the Chair declared said Resolution adopted and SO ORDERED.

ATTEST: DARCIE ANTLE  
Clerk of the Board

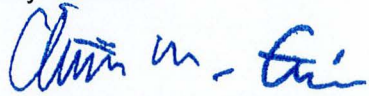
  
\_\_\_\_\_  
TED WILLIAMS, Chair  
Mendocino County Board of Supervisors

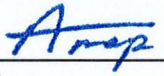
  
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Deputy

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

APPROVED AS TO FORM:  
CHRISTIAN M. CURTIS  
County Counsel

BY: DARCIE ANTLE  
Clerk of the Board

  
\_\_\_\_\_  
Deputy

  
\_\_\_\_\_  
Deputy



# City of Fort Bragg

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## Text File

File Number: 22-441

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Mayor's Office

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 1B.

Receive Presentation by Mei Blundell on "Coding the Coast" Program

The City of Fort Bragg was approached by a UC Davis Graduate Student working with a team of researchers funded by the National Science Foundation to implement a multidisciplinary, integrated approach to understand: 1) how individuals and communities rely on and relate to the kelp social-ecological system; 2) the drivers of kelp ecosystem vulnerability to extreme temperatures and land runoff; and 3) potential long-term outcomes of different restoration approaches. The City of Fort Bragg sponsored the internship by providing space within City Hall to work, and regular meetings with the Assistant City Manager for support and direction.

The Coding the Coast Program was delivered to five second grade classrooms over a three week period (five, one-hour lessons in each classroom). All teaching materials have been made available to the Fort Bragg Unified School District, Noyo Center for Marine Science, Sherwood Valley Band of Pomo Indians Tribal Youth Diversion Program, and Mendocino Coast Children's Fund.



# Kelp Restoration as an Integrated Socio-Ecological System (Kelp RISES)

Presentation by Mei Blundell  
UC Davis Graduate Student



**How can help forest management approaches account for ongoing climate change?**

Bioeconomic modeling, social science, oceanography & ecology

5-year grant from National Science Foundation

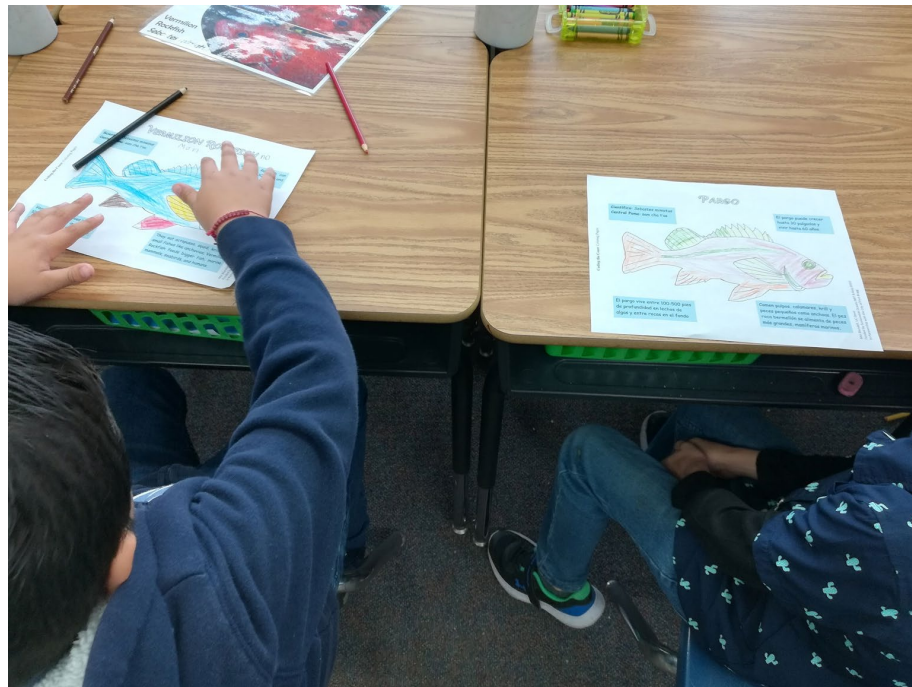
North Coast (Fort Bragg) and Central Coast (Monterey)

**Visit our website!**



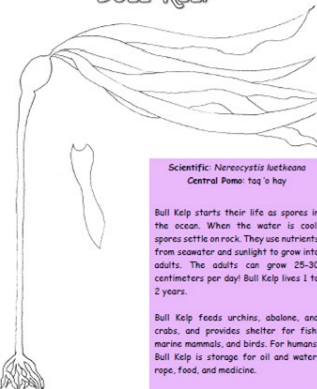


# Coding the Coast: STEM Education Project



**Coding the Coast: Coloring Pages**

### BULL KELP




**Scientific:** *Nereocystis luetkeana*  
**Central Pomo:** toq' to' hay

Bull Kelp starts their life as spores in the ocean. When the water is cool, spores settle on rock. They use nutrients from seawater and sunlight to grow into adults. The adults can grow 25-30 centimeters per day! Bull Kelp lives 1 to 2 years.

Bull Kelp feeds urchins, abalone, and crabs, and provides shelter for fish, marine mammals, and birds. For humans, Bull Kelp is storage for oil and water, rope, food, and medicine.

is the largest abalone in the world. Otters and humans are the only ones that have been feeding humans.

### STAR




**Scientific:** *Pycnopoda sunflower*  
**Central Pomo:** toq' to' hay

Sunflower Sea Star lives 3-5 years.

They feed king crab, and sometimes sea urchins and seagulls.

hins, abalone, snails, and cucumbers. Sunflower Sea Star has been feeding humans their body to eat!

### VERMILION ROCKFISH



**Scientific:** *Sebastes rosenblatti*  
**Central Pomo:** toq' to' hay

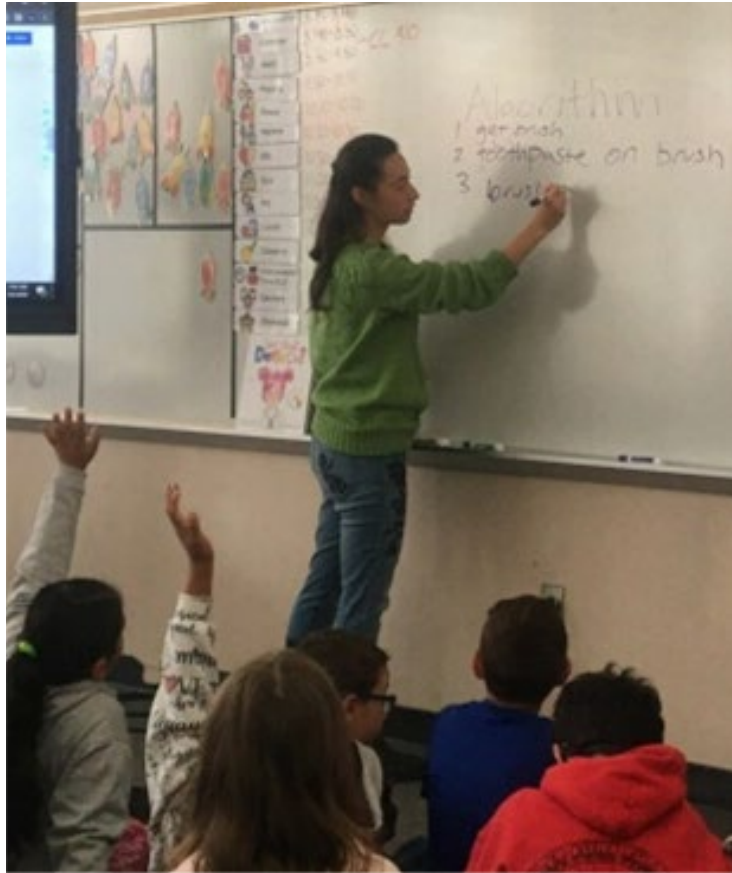
Thin eats kelp and air-bag-like mouth, and reproduce for years!

Purple Urchin digs Purple Urchin feeds stars, sea urchins, and humans.

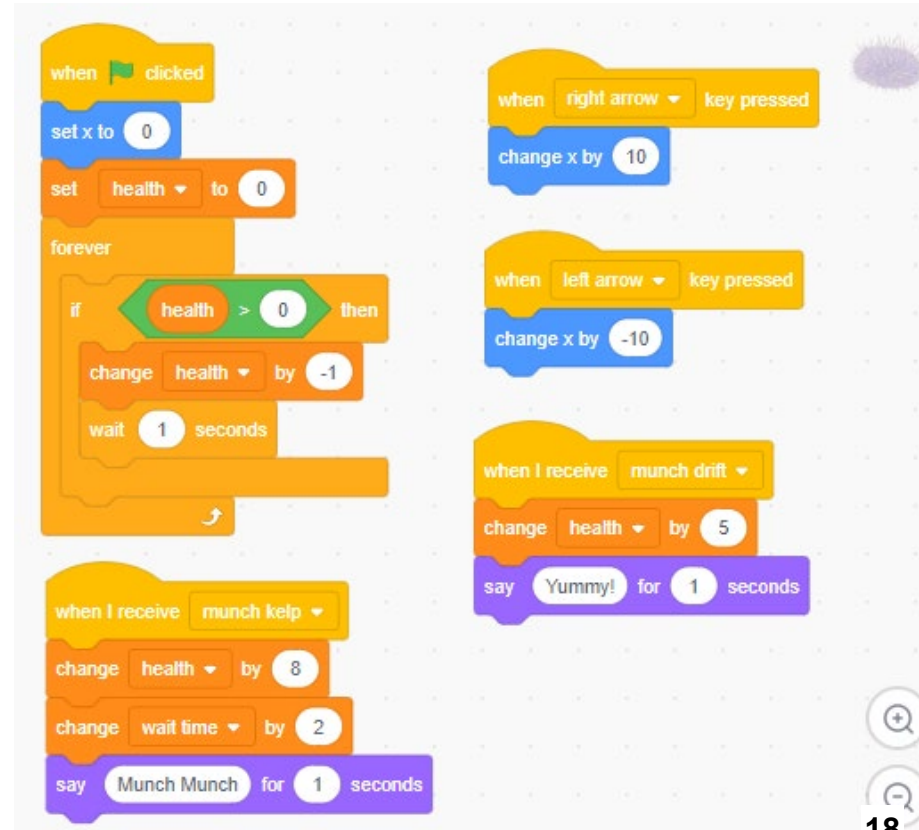
Vermilion Rockfish can grow up to 30 inches and live up to 50 years.



# Coding the Coast: STEM Education Project



# Coding the Coast: STEM Education Project



## Materials distributed to:

- Redwood Elementary School
- Noyo Center for Marine Sciences
- Mendocino Coast Children's Fund
- Sherwood Valley Tribal Youth Diversion Program

For more information  
on Kelp RISES:





# City of Fort Bragg

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

## Text File

**File Number: 22-424**

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5A.

Adopt City Council Resolution Approving Contract Amendment with Marie Jones Consulting for Professional Planning Services and Authorizing the City Manager to Execute Amendment (Total Contact Amount not to Exceed \$50,000)



**RESOLUTION NO. \_\_\_\_-2022**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
APPROVING CONTRACT AMENDMENT WITH MARIE JONES CONSULTING  
FOR PROFESSIONAL PLANNING SERVICES AND AUTHORIZING  
CITY MANAGER TO EXECUTE CONTRACT (TOTAL CONTRACT AMOUNT  
NOT TO EXCEED \$50,000)**

**WHEREAS**, on March 4, 2022, the City of Fort Bragg ("City") entered into a Professional Services Agreement ("Contract") in an amount not to exceed \$25,000 with Marie Jones Consulting ("Consultant") for professional planning services on a time and materials basis; and

**WHEREAS**, the Consultant has demonstrated a skillful expertise of local land use regulations and environmental review processes; and

**WHEREAS**, the City requires additional and ongoing professional services in planning in order to meet the demand of current workload and provide staff expertise; and

**WHEREAS**, the City desires to extend the length of the existing contract from September 30, 2022 to September 30, 2023; and

**WHEREAS**, the City desires to change the contract amount from \$25,000 to \$50,000; and

**WHEREAS**, the costs associated with this contract would be paid through a variety of sources including grant funds from the State of California to increase housing opportunities, cost recovery accounts paid by applicants through developer deposit agreements (DDA), and General Fund funds; and

**WHEREAS**, per Fort Bragg Municipal Code Section 3.20.050, the City Manager's signing authority for change orders may not exceed 10% of the approved contract cost.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve an Amendment to the Professional Services Agreement with Marie Jones Consulting and Authorizes City Manager to Execute Contract (Total Contract Amount Not to Exceed \$50,000).

**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 12<sup>th</sup> day of September, 2022, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

---

**BERNIE NORVELL**  
Mayor

**ATTEST:**

---

**June Lemos, MMC**  
City Clerk

# **Exhibit A**

## **Scope of Work**

Marie Jones Consulting will provide planning consulting services, on a time and materials basis, to the City of Fort Bragg in the following general areas:

1. Long Range Planning
2. Policy and Ordinance Development
3. Special Projects
4. Grant Writing
5. Planning Department Guidance and Supervision
6. Planning Commission
7. Current Planning Projects & CEQA Review

The hourly rate for Marie Jones Consulting services is \$120 per hour.



**CITY OF FORT BRAGG  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
MARIE JONES CONSULTING**

THIS AGREEMENT is made and entered into this 4th day of March, 2022 ("Effective Date"), by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 ("City"), and MARIE JONES CONSULTING, a sole proprietorship, 16312 Old Caspar RR, Fort Bragg, California 95437 ("Consultant").

**W I T N E S S E T H :**

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

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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



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

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

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

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

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

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



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

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed **Twenty-five Thousand Dollars (\$25,000.00)**.

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

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

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of final payment.

## 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the issuance of Notice to Proceed. Said services shall be performed in strict compliance with the schedule set forth in the Scope of Work attached hereto as **Exhibit A**. Consultant will complete the services in accordance with this Agreement by **June 30, 2022**. The Time of Completion may only be modified by a written amendment of the Agreement signed by both the City and the Consultant and in accordance with its terms.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with



laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and expire on **September 30, 2022** unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of

work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

## **5.0. INSURANCE**

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 20 01 04 13, including premises-operations, products/ completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limits. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) [Section Removed.]
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of



Workers' Compensation or to undertake self-insurance before commencing any of the work.

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

(d) [Section Removed.]

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

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

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



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

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

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

## 6.0. GENERAL PROVISIONS

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

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

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

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

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

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



deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Marie Jones  
Marie Jones Consulting  
16312 Old Caspar RR  
Fort Bragg, CA 95437  
Tel: 707-357-6480

IF TO CITY:

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

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

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

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

6.8. Indemnification and Hold Harmless.

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

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur



any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized



representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

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

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

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

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

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



Agreement.

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

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

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

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

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

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

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

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

CITY

By: 

David Spaur

Its: City Manager

CONSULTANT

By: 

Marie Jones

Its: Principal

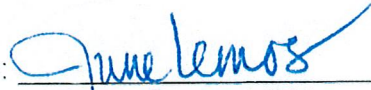
ATTEST:

By: June Lemos  
June Lemos, MMC  
City Clerk

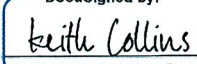
APPROVED AS TO FORM:

By: see attached Signature  
Keith F. Collins  
City Attorney

ATTEST:

By:   
June Lemos, MMC  
City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
By:   
Keith P. Collins  
City Attorney

## **Exhibit A**

### **Scope of Work**

Marie Jones Consulting will provide planning consulting services, on a time and materials basis, to the City of Fort Bragg in the following general areas:

1. Long Range Planning
2. Policy and Ordinance Development
3. Special Projects
4. Grant Writing
5. Planning Department Guidance and Supervision
6. Planning Commission
7. Current Planning Projects & CEQA Review

The hourly rate for Marie Jones Consulting services is \$120 per hour.



MARIJON-02

LSTEVENS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2022

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

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

<b>PRODUCER</b> License # 0603247 George Petersen Insurance Agency, Inc. P.O. Box 1180 Santa Rosa, CA 95402		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (707) 964-1271 <b>E-MAIL ADDRESS:</b> info@gpins.com		<b>FAX (A/C, No):</b> (707) 964-0108
<b>INSURED</b>  Marie Jones Consulting 16312 Old Caspar Railroad Rd Fort Bragg, CA 95437		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Continental Casualty Company		20443
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7013146739	3/7/2022	3/7/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 HIRED AND NON O \$ Included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N <input type="checkbox"/> N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Proof of Coverage

## CERTIFICATE HOLDER

## CANCELLATION

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



**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
MARIE JONES CONSULTING**

**THIS FIRST AMENDMENT** is made and entered into this 13th day of September, 2022, by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 ("City"), and MARIE JONES CONSULTING, a sole proprietorship, 16312 Old Caspar RR, Fort Bragg, California 95437 ("Consultant").

**WHEREAS**, the City and Consultant entered into a Professional Services Agreement ("Contract") on March 4, 2022; and

**WHEREAS**, the Contract states that Consultant will provide land use expertise and planning services as described in Consultant's Scope of Work attached to the Contract as Exhibit A; and

**WHEREAS**, the Contract is set to expire on September 30, 2022; and

**WHEREAS**, the parties desire to amend the Contract to extend the services through September 30, 2023; and

**WHEREAS**, the cost of providing these additional services as set forth in Exhibit A attached to the Contract will increase the overall contract amount by \$25,000.00, for a total Not to Exceed Amount of Fifty Thousand Dollars (\$50,000.00); and

**WHEREAS**, sufficient funds are budgeted to cover the costs of these services;

**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 land use expertise and planning services is hereby amended as follows:

**1. COMPENSATION**

Paragraph 2.1 (Compensation) is hereby amended to state, "Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed **Fifty Thousand Dollars (\$50,000.00)**."

**2. TIME OF PERFORMANCE**

Paragraph 3.1 (Commencement and Completion of Work) is hereby amended to extend the time of completion of the project to **September 30, 2023**.

**3. TERM AND TERMINATION**

Paragraph 4.1 (Term) is hereby amended to extend the expiration date of the Contract to **December 31, 2023**.

4. Except as expressly amended herein, the Professional Services Agreement, between the City and Consultant dated March 4, 2022, is hereby reaffirmed.

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

CITY

CONSULTANT

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

Peggy Ducey  
Its: City Manager

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

Marie Jones  
Its: Principal

ATTEST:

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

June Lemos, MMC  
City Clerk

APPROVED AS TO FORM:

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

Keith F. Collins  
City Attorney



# City of Fort Bragg

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

## Text File

File Number: 22-425

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5B.

Adopt City Council Resolution Approving and Ratifying an Application for the Funding and Execution of Grant Agreement and Any Amendments Thereto from the United States Department of Agriculture's Community Facility Grant Program for the Purchase of an Electrical Police Department Fleet Vehicle and a Security Camera System

The United States Department of Agriculture's Community Facility Grant Program issued notification of available funding opportunities requiring expedited application submittal by August 26, 2022 allowing the City to submit an emergency application to apply for the financial assistance as per matching funds for the purchase of an Electric Police Vehicle and a Security Camera System to be procured and installed on six designated city facility premises. The emergency application was submitted August 26, 2022 and is awaiting its assigned application number. It is required that the Grantee (City of Fort Bragg) match up to 45% of the purchase costs of which the purchase costs have been identified in the Vehicle Replacement and Maintenance and Purchases Budget for FY 2022/23, if awarded.

## RESOLUTION NO. \_\_\_\_-2022

### RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING AND RATIFYING AN APPLICATION FOR FUNDING AND EXECUTION OF GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE'S COMMUNITY FACILITY GRANT PROGRAM FOR THE PURCHASE OF AN ELECTRIC POLICE FLEET VEHICLE AND SECURITY CAMERA SYSTEM

**WHEREAS**, the United States Department of Agriculture (USDA) administers a grant program that provides funding to develop essential community facilities that provide an essential service to the local community for the orderly development of the community; and

**WHEREAS**, the Fort Bragg City Council approved City of Fort Bragg Budget for FY 2022/23 on June 27, 2022 which included the replacement of Police Department Fleet Vehicles and Facilities Maintenance and Purchases as a top priority in FY 2022/23; and

**WHEREAS**, in order to secure this USDA funding, the City of Fort Bragg seeks to enter into an agreement on a first come first served applicant basis; and

**WHEREAS**, the grant requires that the Grantee match their determined percentage of the project cost, of which the full purchase amount has been identified in the Vehicle Replacement and Maintenance and Purchases budget for FY 2022/23; and

**WHEREAS**, the City received notice that USDA funds were still available for the current fiscal year requiring expedited application submittal by August 26, 2022; and

**WHEREAS**, this estimated costs for the security camera system and electric Police Fleet Vehicle including a full buildout kit is \$146,000.00 and may be eligible for reimbursement of up to 55% under the USDA Community Facility Grant Program; and

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

1. This funding will provide reliable response equipment for members of the Police Department.
2. This funding will satisfy a priority identified in the City of Fort Bragg's Budget for FY 2022/23 to replace one Police Vehicle in the fleet and equipment division.
3. Expedited submittal by staff was prudent to ensure timely application on behalf of the City.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve, ratify and confirm the City's submittal of United States Department of Agriculture's Community Facility Grant Program application to assist with the cost of the purchase of one electric police fleet vehicle and security camera system.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute the USDA agreement and any amendments thereto in connection with the Community Facility Grant Program.

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 12<sup>th</sup> day of September 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:  
ABSTAIN:  
RECUSED:**

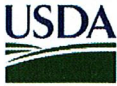
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**BERNIE NORVELL**  
**Mayor**

**ATTEST:**

---

**June Lemos, MMC**  
**City Clerk**



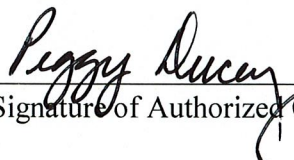
## COMMUNITY FACILITIES GRANT CERTIFICATION

The undersigned certifies that:

1. The organization is aware of and in compliance with other Federal statute requirements including but not limited to:
  - a. Section 504 of the Rehabilitation Act of 1973.
  - b. Civil Rights Act of 1964.
  - c. The Americans with Disabilities Act (ADA) of 1990.
  - d. Age Discrimination Act of 1975.
2. The organization is unable to finance the proposed project from its own resources or through commercial credit at reasonable rates and terms.
3. The organization has no known relatives or close associates that are current USDA Rural Development employees.
4. Prior to USDA Rural Development approval, you will not take action (e.g., initiation of construction) or incur obligations which would limit the range of alternatives to be considered or which would have an adverse effect on the environment.

City of Fort Bragg

\_\_\_\_\_  
Name of Organization

  
\_\_\_\_\_  
Signature of Authorized Official

08/26/2022

\_\_\_\_\_  
Date

USDA  
Form RD 400-4  
(Rev. 3-97)

**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED  
OMB No. 0575-0018

The City of Fort Bragg  
(name of recipient)  
416 North Franklin Street, Fort Bragg, CA, 95437  
(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
  - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
  - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
  - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
  - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
  - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
  - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
  - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
  - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Peggy Ducey, City of Fort Bragg on this  
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(SEAL)  
Attest: Peggy Ducey Title  
City of Fort Bragg  
08-26-2022 Recipient  
Date  
Peggy Ducey, City Manager  
Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

## **U.S. DEPARTMENT OF AGRICULTURE**

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### **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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This certification is required by the regulations implementing Section 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. 701 et seq.), 7 CFR Part 3017. Subpart F, Section 3017.600, Purpose. The January 13, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 3)**

#### **Alternative I**

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:**
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;**
  - (b) Establishing an ongoing drug-free awareness program to inform employees about -**
    - (1) The dangers of drug abuse in the workplace;**
    - (2) The grantee's policy of maintaining a drug-free workplace;**
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and**
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.**
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);**
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -**
    - (1) Abide by the terms of the statement; and**
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;**
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position**

AD-1049 (REV 5/90)



title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

City of Fort Bragg

Check ☒ If there are workplaces on file that are not identified here.

City of Fort Bragg

PD Vehicle/Sec. Camera System

Organization Name

Award Number or Project Name

Peggy Ducey, City Manager

Name and Title of Authorized Representative

August 26, 2022

Signature

Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or States criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces)

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Fort Bragg

PD Veh/Sec Cameras

Organization Name

PR/Award Number or Project Name

Peggy Ducey, City Manager

Name(s) and Title(s) of Authorized Representative(s)

  
Signature(s)

08/26/2022

Date

### **Instructions for Certification**

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## APPLICANT'S FEASIBILITY REPORT

**1. Existing Facility.** Briefly describe what facilities you currently have or how service is currently provided.

The City of Fort Bragg's Police Department (PD) composed of 23 staff members, has a fleet of 16 vehicles including inoperable vehicles used for parts and vehicles reaching their maximum mileage service time thus are on the City's Vehicle Replacement Plan.

The City does not have an "integrated" security camera system in place.

**2. Proposed Facility.** Describe what you want to purchase or construct. Indicate what the facility will be used for, approximate size, and expected method of procurement. For buildings indicate location, basic materials or type of construction, and attach a sketch or working drawings. For items of major equipment, indicate new or used, existing or custom-built, and any special features.

The Fort Bragg Police Department would like to purchase an electric patrol vehicle including the necessary full build out accessories, siren and light kit. This and any new vehicle to be purchased are expected to meet all required safety features.

Also, proposed PD Access Control Security Camera System to secure city facility buildings, including city community parks.

**3. Need for the Facility.** Indicate why the proposed facility is needed.

New vehicles and security equipment are essential to the Fort Bragg Police Department. The ability to use new vehicles for more than one use i.e.: as a back-up patrol, is key to the efficiency of PD staffs' time and safety due to the time and distance realities of our remote, rural community. Also, the current conditions of current vehicles due to the water damage within the roof top panels and structure have been attempted to be repaired, however its extensive rust damage is only worsening with time. An additional patrol vehicle with its "Prepared for Service" potential is an essential asset to the Fort Bragg Police workforce should a significant emergency occur when additional patrol vehicles be required.

**4. Service Area.** Indicate what area the proposed facility will serve and, if known, the population or number of families served.

The new service vehicle to be used by PD staff and the new security camera system to be installed on City facility premises will be used for the City of Fort Bragg Police Department's Jurisdiction; with a population of approximately 8,000 habitants and the City's high volume of year round tourist.

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, OIRM AG Box 7630, Washington, D. C. 20250; and to the Office Management and Budget, Paperwork Reduction Project (OMB No. 0575-0120), Washington, D. C. 20503. Please DO NOT RETURN this form to this address. Forward to the local USDA office only.

5. Cost Estimate.

Development and construction.....	\$	
Land and rights.....		
Legal fees.....		
Architect and Engineer.....		
Equipment.....		68,000.00
Refinancing.....		
Other (describe) .....		78,000.00
Total.....		\$146,000.00

6. Income. List the sources and estimate the amount of expected revenue for a typical year.

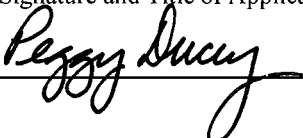
This equipment is none revenue generating.

7. Other Funds. List the sources and amount of funds that may be available other than from USDA, to fund part of the project (such as applicant's contributions, commercial loans, or loans or grants from other government agencies).

The applicants contributions have been identified using Fleet & Equipment Services Internal Service funds, approved by the City Council during their 2022/23 Fiscal Year Adopted Budget as per Resolution No.4560-2022 under the Vehicle Replacement Plan.

Matching funding for the purchase of the new Security Camera System to be obtained through several budgeted accounts; I.T., Fleet, Water Enterprise, Wastewater Enterprise, Parks and Facilities.

8. Operating History. If you have operated a similar facility, attach audits, financial statements, or lists of income and expenses for the past five years. N/A

9. Signature and Title of Applicant Official	Date
 , City Manager	08-26-2022

RD 1942-54  
(Reverse)



**EQUAL OPPORTUNITY AGREEMENT**

This agreement, dated 08-26-2022 between  
The City of Fort Bragg

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the "Secretary") issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

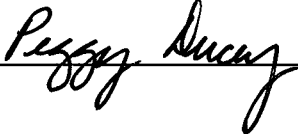
During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

  
\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Recipient

(CORPORATE SEAL)

n/a  
\_\_\_\_\_  
Name of Corporate Recipient

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

**Application for Federal Assistance SF-424**

**\* 1. Type of Submission:**

- ☐ Preapplication  
☐ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

**\* 3. Date Received:**

**4. Applicant Identifier:**

CITY OF FORT BRAGG

**5a. Federal Entity Identifier:**

04-023-625323606

**5b. Federal Award Identifier:**

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

\* a. Legal Name: CITY OF FORT BRAGG

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

946000335

**\* c. Organizational DUNS:**

**d. Address:**

\* Street1: 416 N.FRANKLIN STREET

Street2:

\* City:

FORT BRAGG

County/Parish:

MENDOCINO

\* State:

CA: California

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code: 95437

**e. Organizational Unit:**

Department Name:

POLICE DEPARTMENT

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

\* First Name:

SANDY

Middle Name:

\* Last Name:

ARELLANO

Suffix:

Title: PUBLIC WORKS ADMINISTRATIVE ANALYST

Organizational Affiliation:

\* Telephone Number: (707) 961-2823 EXT. 131

Fax Number: (707)

\* Email: SARELLANO@FORTBRAGG.COM

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

USDA RD SANTA ROSA CA

### 11. Catalog of Federal Domestic Assistance Number:

10.766

CFDA Title:

COMMUNITY FACILITIES LOANS AND GRANTS

### \* 12. Funding Opportunity Number:

\* Title:

POLICE DEPARTMENT VEHICLE REPLACEMENT/SECURITY CAMERAS SYSTEM

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

POLICE DEPARTMENT VEHICLE REPLACEMENT/SECURITY CAMERAS SYSTEM/NEW EQUIPMENT PURCHASE

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments



**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="80,300.00"/>
* b. Applicant	<input type="text" value="65,700.00"/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="146,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☒ a. This application was made available to the State under the Executive Order 12372 Process for review on ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E.O. 12372.**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:	<input type="text"/>	* First Name:	<input type="text" value="PEGGY"/>
Middle Name:	<input type="text"/>		
* Last Name:	<input type="text" value="DUCEY"/>		
Suffix:	<input type="text"/>		

\* Title: \* Telephone Number: Fax Number: \* Email: 

\* Signature of Authorized Representative:

\* Date Signed:



## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

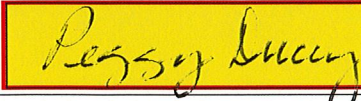
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Fort Bragg	DATE SUBMITTED 08/26/2022

Standard Form 424B (Rev. 7-97) Back

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

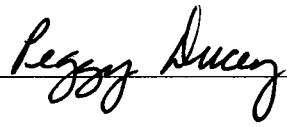
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Peggy Ducey  
(name)



\_\_\_\_\_  
8/26/2022  
(date)

\_\_\_\_\_  
City Manager  
(title)

oOo



## CITY OF FORT BRAGG

*Incorporated August 5, 1889*  
416 N. Franklin Street  
Fort Bragg, CA 95437  
Fax: (707) 961-2913  
Phone: (707) 961-2825

August 26, 2022

Reef Atwell-Smith  
Area Specialist  
Santa Rosa Office, Rural Development  
United States Department of Agriculture  
777 Sonoma Ave, 'E' Street Annex  
Santa Rosa, CA 95404

Re: Fort Bragg Project Selected for Funding – PD Vehicles

Greetings Reef,

The City of Fort Bragg's matching contributions for the police vehicle have been identified in its Fleet and Equipment Services Internal Service Fund, approved by the City Council during the June 27, 2022 meeting through Resolution No. 4560-2022 2022/23 Fiscal Year Adopted Budget meeting under the Vehicle Replacement Plan.

Matching funding for the Security Camera Systems to be obtained using budgeted fund accounts; I.T., Fleet, Water Enterprise, Wastewater Enterprise, Parks and Facilities.

Best regards,

*Sandy Arellano*

Sandy Arellano  
Public Works Administrative Analyst



# City of Fort Bragg

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

## Text File

File Number: 22-432

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5C.

Adopt City Council Resolution Approving Contract Amendment with Marie Jones Consulting for Planning and Environmental Work on the Proposed Transfer Station Project, Increasing the Not To Exceed Amount to \$19,200.00 (Account No. 119-0000-2702)

An initial contract with Marie Jones Consulting commenced June 22, 2022, to provide planning consulting services, on a time and materials basis, to the City of Fort Bragg for Planning and Environmental Review for the proposed Transfer Station project. The original contract amount was \$6,120.00. The applicant submitted a change to their scope of work in July 2022, which led to the request for a change in the consultant's contract. The added work amount is \$13,080.00 for a total amended contract amount of \$19,200.00. This project contract is funded solely through a Developer Deposit Account, funded by the applicant.



## RESOLUTION NO. \_\_ -2022

### RESOLUTION APPROVING CONTRACT AMENDMENT WITH MARIE JONES CONSULTING FOR PLANNING AND ENVIRONMENTAL WORK ON THE PROPOSED TRANSFER STATION PROJECT, INCREASING THE NOT TO EXCEED AMOUNT TO \$19,200.00 (ACCOUNT NO. 119-0000-2702)

**WHEREAS**, on June 22, 2022, the City of Fort Bragg ("City") entered into a Professional Services Agreement ("Contract") in the amount of \$6,120.00 with Marie Jones Consulting ("Consultant") for Planning and Environmental Work on the Proposed Transfer Station Project; and

**WHEREAS**, in July 2022, the applicant submitted a change to their project scope of work; and

**WHEREAS**, Consultant supplied additional updated costs in accordance with the workload required for the modified project as described in the contract amendment request and attached to the Contract as Exhibit A; and

**WHEREAS**, the costs of these additional services totals \$13,080.00, bringing the total Not to Exceed Amount to \$19,200; and

**WHEREAS**, per Fort Bragg Municipal Code Section 3.20.050, the City Manager's signing authority for change orders may not exceed 10% of the approved contract cost; and

**WHEREAS**, the applicant has agreed to pay the full amount associated with this contract change(s) through their Developer Deposit Accounts; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve an Amendment to the Professional Services Agreement with Marie Jones Consulting, and authorizes the City Manager to execute same (total amount of contract not to exceed \$19,200.00, from Account 119-0000-2702).

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 12<sup>th</sup> day of September 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

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**BERNIE NORVELL**  
Mayor

**ATTEST:**

---

June Lemos, MMC  
City Clerk

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
MARIE JONES CONSULTING**

**THIS FIRST AMENDMENT** is made and entered into this 13th day of September, 2022, by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 ("City"), and MARIE JONES CONSULTING, a sole proprietorship, 16312 Old Caspar RR, Fort Bragg, California 95437 ("Consultant").

**WHEREAS**, the City and Consultant entered into a Professional Services Agreement ("Contract") on June 22, 2022 in the amount of \$6,120.00; and

**WHEREAS**, the Contract states that Consultant will provide planning and environmental review services for the C and S Waste Transfer Station at 1280 North Main Street as described in Consultant's Scope of Work attached to the Contract as Exhibit A; and

**WHEREAS**, Consultant supplied additional updated costs in accordance with the workload required for the modified project as described in the Amended Scope of Work attached hereto as Exhibit A; and

**WHEREAS**, the cost of providing these additional services as set forth in Exhibit A will increase the overall contract amount by \$13,080.00, for a total Not to Exceed Amount of Nineteen Thousand Two Hundred Dollars (\$19,200.00); and

**WHEREAS**, the costs of these services will be paid by the applicant through their Developer Deposit Account;

**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 planning and environmental review services is hereby amended as follows:

**1. SERVICES PROVIDED BY CONSULTANT**

Paragraph 1.1 (Scope of Work) is hereby amended to replace Exhibit A to the Contract of June 22, 2022 with the attached **Amended Exhibit A**.

**2. COMPENSATION**

Paragraph 2.1 (Compensation) is hereby amended to state, "Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed **Nineteen Thousand Two Hundred Dollars (\$19,200.00)**."

3. Except as expressly amended herein, the Professional Services Agreement, between the City and Consultant dated June 22, 2022, is hereby reaffirmed.

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

CITY

CONSULTANT

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

By: \_\_\_\_\_  
Marie Jones  
Its: Principal

ATTEST:

By: \_\_\_\_\_  
June Lemos, MMC  
City Clerk

APPROVED AS TO FORM:

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

### Amended Scope of Work

Marie Jones Consulting is providing planning consulting services, on a time and materials basis, to the City of Fort Bragg for the following activities with regard to the Planning and Environmental Review for the proposed Transfer Station. The following are modifications to the existing Scope or Work.

Revisions include:

1. Completing the MND for the Transfer Station sections listed below:
  - Energy
  - Green house gas emissions
  - Noise
  - Land Use
  - Mandatory findings of significance
2. Preparing and presenting the staff report

Task	Description	Original Hours	Original Amount	Additional Hours	Additional Amount
1	Revise and Finalize Staff Report for new Project Description for Planning Commission	15	\$ 1,800	20	\$2,400
2	Prepare Land Use, Noise, Energy, Green House Gas Sections for MND. Revise entire consultant prepared MND to respond to new project description. Participate in various meetings and calls regarding MND. Prepare forms for submittal of MND to State Clearinghouse, respond to Agency and Public MND comments.	20	\$ 2,400	65	\$7,800
3	Provide guidance and advice to City Staff	5	\$ 600	10	\$1,200
4	Prepare and present staff report to Planning Commission (assumes two meetings)	6	\$ 720	2	\$240
5	Prepare and present Staff report to City Council (if appealed)	5	\$ 600	2	\$240
	Project Management: meeting with Applicants, Regulatory Agencies, Staff regarding project	0	\$ -	10	\$1,200
Total Request			\$ 6,120	109	\$13,080
<b>Amended Contract Amount</b>					<b>\$19,200</b>





# City of Fort Bragg

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

## Text File

File Number: 22-433

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5D.

Adopt City Council Resolution Approving Budget Amendment No. 2022/2023-02 for Fiscal Year 2022/23

**BUDGET AMENDMENT FY 2022/23**

**Budget Adjustment #:** 2022/23-02

Budget FY:	FY 2022/23
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Account Description	Account #			FY 22/23	Increase (+)	Decrease (-)	Revised Total	Description
				Current Budget	Budget Amt	Budget Amt	Budget Amt	
<b>Expenditures</b>								
Grant:State Farm	419	5031	3336	\$ -	\$ 25,000		\$ 25,000	Grant funds for BainBridge Project
Street Traffic & Safety	110	4330	0319	\$ -	\$ 50,000		\$ 50,000	Speed Trailer
Equipment & Small Tools	167	4216	0381	\$ 1,000	\$ 35,850		\$ 36,850	11 toughbooks for PD Vehicles
Total Revenue					\$ 110,850	\$ -	\$ 111,850	

**Reason for Amendment:**

**RESOLUTION # :**

**Grant: State Farm** Bainbridge Park CIP, transfer from Grants

<b>Street Traffic &amp; Safety</b>	Reappropriate funds not spent in FY 22 on Street Traffic & Safety Professional Services for Radar Signs Replacement
------------------------------------	---

<b>Asset Forfeiture</b>	Purchase of 11 toughbooks for PD Vehicles.
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**Authorization:**

**Signature:**

Date:

Requested By:

Approval:

Finance Use:

***Attach copies of Resolution or other documentation***



# City of Fort Bragg

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

## Text File

File Number: 22-434

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5E.

Adopt City Council Resolution Approving Contract with Fort Bragg Electric for the School Zone Radar Speed Sign Replacement Project and Authorizing City Manager to Execute Same (Amount Not To Exceed \$49,837.00, Account No. 110-4840-0319)

In early 2022, City staff sought proposals for the Small Streets Project to replace the radar speed signs in school zones. Proposals were requested from five local contractors through an informal bid procedure. A responsive bid from Fort Bragg Electric was received for the provision of materials, equipment and labor for the completion of the Signs Replacement. Funds budgeted in Fiscal Year 2021/22 are recommended for roll-over to the current fiscal year to cover these costs.

**RESOLUTION NO. \_\_\_\_-2022**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING  
CONTRACT WITH FORT BRAGG ELECTRIC FOR SCHOOL ZONE RADAR  
SPEED SIGN REPLACEMENT PROJECT AND AUTHORIZING CITY  
MANAGER TO EXECUTE CONTRACT (AMOUNT NOT TO EXCEED  
\$49,837.00; ACCOUNT NO. 110-4840-0319)**

**WHEREAS**, the seven (7) existing radar speed signs in the school zones are outdated and failing and need to be replaced ("the Project"); and

**WHEREAS**, quotes for the Project were solicited from five local contractors in August 2022; and

**WHEREAS**, one bid was received from Fort Bragg Electric to complete this work; and

**WHEREAS**, staff has confirmed that Fort Bragg Electric has the proper license, experience, and meets the necessary requirements to be considered a responsive bidder; and

**WHEREAS**, the project is funded by the Public Works Departmental Budget for Street and Traffic Safety, with appropriations moved from Fiscal Year (FY) 2021/22 to FY 2022/23 with Budget Amendment No. 2022/2023-02, Account No. 110-4840-0319; and

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

1. The Fort Bragg Electric proposal, meets the requirements of the Project and is considered responsive.
2. Fort Bragg Electric has the proper licenses to complete the Project.
3. Sufficient funds are available in the Budget for the labor and materials to fully complete the Radar Speed Sign Replacement Project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby accept the proposal of Fort Bragg Electric, awarding the contract for the Radar Speed Sign Replacement Project to Fort Bragg Electric and authorizing the City Manager to execute the same (Amount Not to Exceed \$49,837.00; Account No. 110-4840-0319).

**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 12<sup>th</sup> day of September, 2022, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

---

**BERNIE NORVELL**  
Mayor



**ATTEST:**

---

**June Lemos, MMC**  
**City Clerk**

## Exhibit A

# Fort Bragg Electric, Inc.

Mail: PO Box 1578, Fort Bragg, CA, 95437

License #391464

Tel: (707)964-9118 Fax: (707)964-1404 Email: [mark@fortbraggelectric.com](mailto:mark@fortbraggelectric.com)

## PROPOSAL

To:	City of Fort Bragg	Date:	August 17, 2022
Attention:	Chantell O'Neal	Office:	707-961-2825
Address:	416 N. Franklin Street Fort Bragg, CA 95437	Fax:	707-961-2802

JOB NAME	JOB NUMBER	JOB ADDRESS
City of Fort Bragg (Speed signs)		City of Fort Bragg (7 locations)

BID ITEM	PROPOSAL SUMMARY	BID AMOUNT	APPROVED AMOUNT
Base Bid	Description	\$49,837	\$49,837
	Total >>>>>	\$49,837	

**Fort Bragg Electric** is pleased to present the following bid for **City of Fort Bragg (Speed signs)**, based on plans and specifications dated **August 17, 2022**, and subject to the following inclusions, exclusions and qualifications:

### Scope of Work

#### City of Fort Bragg

Provide funding and oversight for the CSL Small Streets project. Ensure proper safety measures are taken for the contractor including sidewalk and roadway closures as needed. Coordinate work schedule with the contractor to reduce impact on daily patterns (school/work schedules) or noise issues.

#### Contractor

The duty of the Contractor will be to remove the existing radar signs at requested locations. Leaving the poles intact and undamaged for reuse. Properly disposing of removed signage, solar panel, and battery packs. Procure and installing new, City approved, radar signs at the requested locations. Installation would include radar signs, solar panels, battery packs. For any faulty or dead on arrival (D.O.A.) equipment it will be the duty of the contractor to contact the distributor and replace said equipment. Further permitting may be required.

- Order seven (7) City approved signs
- Remove all seven (7) current signs and accessories (Radar sign, solar panels, battery packs, and mounting accessories), leaving pole for use later
- Install seven (7) New City approved signs and accessories
- Ensure All seven (7) radar signs are working properly after installation

# Fort Bragg Electric, Inc.

Mail: PO Box 1578, Fort Bragg, CA, 95437

License #391464

Tel: (707)964-9118 Fax: (707)964-1404 Email: [mark@fortbraggelectric.com](mailto:mark@fortbraggelectric.com)

## INCLUSIONS

- 1 New Work
- 2 Bonding
- 3 Prevailing wages as required
- 4 Submittals of equipment upon award.

## EXCLUSIONS

- 1 Carpentry, painting, trenching, permitting or permitting fees.
- 2 Work not outlined above

## QUALIFICATIONS

- 1 This proposal is valid for 30 days from the above date.
- 2 Progress payments due as the work proceeds.
- 3 Payment due upon completion of work.

We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

PROPOSAL OF TERMS BY Mark Mertle Date August 17, 2022  
FORT BRAGG ELECTRIC

ACCEPTANCE OF TERMS \_\_\_\_\_ Date \_\_\_\_\_  
CUSTOMER

*Thank you for your business!*







1) West of CV Star Center, ~130' South of intersection Maple St. and S. Lincoln St.



2) South-West Redwood Elementary School, In the middle of Drive Through, ~190' North of intersection E Chestnut St and S. Lincoln St





3) South-East Redwood Elementary School, ~420' East of intersection E Chestnut St and S. Lincoln St



4) South Dana Gray Elementary School, North Calvary Baptist Church, ~290' East of intersection E Chestnut St and S Sanderson Way



5) West Dana Gray Elementary School, West High School Varsity Softball Field, ~270' North of intersection E Chestnut St and S Sanderson Way



6) South-West Noyo High School, West Vern Piver Field, ~350' South intersection Willow St. and S. Sanderson Way



7) North-West Fort Bragg High School, ~680' South intersection E Oak St. and Dana St.



CITY OF FORT BRAGG  
416 N. Franklin Street  
Fort Bragg, California 95437

### CONTRACT CHECK LIST

Complete, accurate, executed copies of the following documents must be submitted to the CITY OF FORT BRAGG in accordance with the bid package issued by the City for the **Speed Radar Signs Replacement Project**, within ten (10) working days of receiving written notice of award of the project. The bidder's security of any successful bidder that fails to do so will be forfeited to the City.

\_\_\_\_\_ Contract Check List

\_\_\_\_\_ Contract, Part 1

\_\_\_\_\_ Contract, Part 2 – General Provisions

\_\_\_\_\_ Performance Bond

\_\_\_\_\_ Payment Bond

\_\_\_\_\_ Maintenance Bond

\_\_\_\_\_ Certificates of Insurance and Endorsements



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CITY OF FORT BRAGG  
416 Franklin Street  
Fort Bragg, California 95437

## CONTRACT, PART 1

The CITY OF FORT BRAGG, 416 N. Franklin Street, Fort Bragg, California 95437 ("City") enters into this Contract, dated September 13, 2022, for reference purposes only, with **Fort Bragg Electric, Inc.**, a California Corporation, P.O. Box 1578, Fort Bragg, California 95437 ("Contractor").

### RECITALS

- A. REQUEST FOR QUOTES. The City solicited quotes from five known responsible local vendors for the **Speed Radar Signs Replacement Project** ("Project") in accordance with Fort Bragg Municipal Code Section 3.22.050.
- B. PROJECT PROPOSALS. On August 17, 2022, City representatives received the lowest responsive proposal for the Project from Contractor Fort Bragg Electric, Inc.
- C. PROJECT AWARD. On September 12, 2022 the City Council awarded the Project to the Contractor. The award of the project is conditioned upon the Contractor's providing executed copies of all documents specified in the contract check list included in this contract within ten (10) working days of receiving written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list within ten (10) working days of receiving written notice of award.
- E. INVESTIGATION AND VERIFICATION OF SITE CONDITIONS. The Contractor warrants that it has conducted all necessary pre-bid investigations and other obligations, and agrees that it shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work. In executing this Contract, Contractor shall rely on the results of its own independent investigation and shall not rely on City-supplied information regarding above ground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

### CONTRACT TERMS

The City and the Contractor agree as follows:

- 1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the Radar Signs Replacement Project ("Work") as shown in the Scope of Work of the Request for Proposals and in accordance with the Contract Documents and applicable law.
- 2. LOCATION OF WORK.

City of Fort Bragg  
Radar Signs Replacement Project  
Contract, Part 1

The Work will be performed at the following locations:

- a. West of CV Starr Center, ~130' south of intersection of Maple and S. Lincoln
- b. South-West Redwood Elementary School, in the middle of Drive Through, ~190' north of intersection of E. Chestnut and S. Lincoln
- c. South-East Redwood Elementary School, ~420' east of intersection E. Chestnut and S. Lincoln
- d. South Dana Gray Elementary School, North Calvary Baptist Church, ~290' east of intersection E. Chestnut and S. Sanderson Way
- e. West Dana Gray Elementary School, west High School Varsity Softball Field, ~270' north of intersection E. Chestnut and S. Sanderson Way
- f. South-West Noyo High School, West Vern Piver Field, ~350' south intersection Willow and S. Sanderson Way
- g. North-West Fort Bragg High School, ~680' south intersection E. Oak and Dana

3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents by **March 15, 2023** ("Time for Completion").
4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this Contract in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this Contract that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of \$500 per day in accordance with California Government Code Section 53069.85 and the Contract Documents, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.
5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of **Forty-nine Thousand Eight Hundred Thirty-seven Dollars (\$49,837.00)** (the "Contract Price") as specified in the Contractor's Proposal dated August 17, 2022 and attached to and incorporated in this Contract as **Exhibit A**. Payment to the Contractor under this Contract will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Contract is first modified in accordance with its terms. The City's obligation to pay the Contractor under this Contract is subject to and may be offset by charges that may apply to the Contractor under this Contract. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and" vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 et seq., the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.

6.1. Contractor acknowledges and agrees that it shall comply with the requirements of California Public Contracts Code sections 2600 et seq., in its entirety and, in particular, those sections related to Skilled and Trained Workforce. By its execution of this agreement Contractor certifies and warrants that it is aware of the requirement of California Public Contracts Code section 2600 et seq. and its requirements as to a Skilled and Trained Workforce.

7. THE CONTRACT DOCUMENTS. This Contract consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this Contract as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

- 7.1 This Part 1 of the Contract and change orders and other amendments to this Contract signed by authorized representatives of the City and the Contractor.
- 7.2 The General Provisions, Part 2 of the Contract, and change orders and other amendments to the General Provisions signed by authorized representatives of the City and the Contractor.

City of Fort Bragg  
Radar Signs Replacement Project  
Contract, Part 1



- 7.3 Contractor's proposal dated August 17, 2022
- 7.4 Contractor's completed Certificates of Insurance and Endorsements
- 7.5 Contractor's executed Performance Bond
- 7.6 Contractor's executed Payment Bond
- 7.7 Contractor's Maintenance Bond
- 8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Contract to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Contract. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Contract to the extent expressly incorporated in the Contract by section number. When such published provisions are made a part of this Contract, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Contract may require.
- 9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Director, or his/her designee, for issuance of an interpretation and/or decision by the authorized Public Works Director in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of the Public Works Director, or his/her designee, shall be final.
- 10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this Contract, or any monies due or to become due under this Contract, or any other right or interest of the Contractor under this Contract, or delegate any obligation or duty of the Contractor under this Contract without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this Contract subject to all available remedies under this Contract and at law and equity.
- 11. CONTRACTOR'S LICENSE CERTIFICATION. By signing this Contract the Contractor certifies that the Contractor holds a valid Type C-10 license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this Contract subject to all available remedies under this Contract and at law and equity.
- 12. SEVERABILITY. If any term or provision or portion of a term or provision of this Contract is declared invalid or unenforceable by any court of lawful jurisdiction, then the

remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

13. PROJECT REPRESENTATIVES

13.1 The City has designated **Chantell O'Neal**, Assistant Director Engineering, as its Project Manager to act as its Representative in all matters relating to the Contract. If Project Manager is an employee of City, Project Manager is the beneficiary of all Contractor obligations to the City including, without limitation, all releases and indemnities.

Project Manager shall have final authority over all matters pertaining to the Contract and shall have sole authority to modify the Contract on behalf of the City, to accept work, and to make decisions or actions binding on the City, and shall have sole signature authority on behalf of the City.

The City may assign all or part of the Project Manager's rights, responsibilities and duties to a construction manager or other City representative.

13.2 The Contractor has designated **Mark Mertle**, Owner, as its Project Manager to act as Contractor's Representative in all matters relating to the Contract. The Contractor's Project Manager shall have final authority over all matters pertaining to the Contract and shall have sole authority to modify the Contract on behalf of the Contractor and to make decisions or actions binding on the Contractor, and shall have sole signature authority on behalf of the Contractor.

Executed on \_\_\_\_\_, by:

CONTRACTOR

CITY

\_\_\_\_\_  
By: Mark Mertle  
Title: Owner

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

ATTEST:

By: \_\_\_\_\_  
June Lemos, MMC  
City Clerk

APPROVED AS TO FORM:

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

CITY OF FORT BRAGG  
416 Franklin Street  
Fort Bragg, California 95437

## **CONTRACT, PART 2**

### **GENERAL PROVISIONS**

#### **1. DEFINITIONS**

The following terms as used in any agreement of which these General Provisions are a part are defined as follows:

- 1.1 **City:** CITY OF FORT BRAGG.
- 1.2 **Construction Manager:** The City's authorized representative for administration and overall management of the Project contract and Work. The Construction Manager is the official point of contact between the City, the Architect and/or Engineer, and the Contractor. The Construction Manager for this project shall be Assistant Director Engineering, Chantell O'Neal.
- 1.3 **Contract:** The agreement between the City and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.
- 1.4 **Contract Documents:** All documents identified in Section 7 of Part 1 of the Contract.
- 1.5 **Contractor:** The successful bidder for the Project and party to the Project agreement with the City as specified in the Project agreement, FORT BRAGG ELECTRIC, INC.
- 1.6 **Days:** Unless otherwise specified in the Contract Documents, Days mean working days.
- 1.7 **Project:** The Speed Radar Signs Replacement Project.
- 1.8 **Project Inspector:** The party or parties charged by the City with inspecting the Work for compliance with the requirements of the Contract Documents and applicable laws and regulations. The Project Inspector acts under the direction of the City and shall coordinate with the Construction Manager as directed by the City in accordance with the Contract Documents.
- 1.9 **Project Plans:** The primarily graphic detailed requirements concerning the Project contained in the manufacturer's specifications.
- 1.10 **Time for Completion:** The Time for Completion is the time by which the Work must be completed, as defined in the Contract, Part 1, or as modified in a writing, executed by the City and Contractor.
- 1.11 **Work:** The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete in a good and workmanlike

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manner the Project in accordance with the Contract Documents and applicable law.

- 1.12 **Written Notice:** Will be deemed to have been duly served for purposes of these General Provisions and any agreement of which they are a part if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom the notice is intended, or if sent by registered or certified mail to the last known business address known to the party giving notice. Unless otherwise specified in the Contract Documents, the last known address of the Contractor shall be that listed in the Contractor's completed Proposal.

## 2. PLANS AND SPECIFICATIONS

[Section removed.]

## 3. CONTROL OF WORK AND MATERIAL

- 3.1 Construction Manager's Status. The Construction Manager will administer the Project in accordance with the Contract Documents. After execution of the agreement and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or City shall be forwarded through the Construction Manager. Except as otherwise provided in the Contract Documents, the Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Construction Manager, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Construction Manager will also have the authority to require inspection or testing of the Work.

- 3.2 [Section removed.]

- 3.3 Inspection and Testing of Work and Material.

3.3.1 The Construction Manager will have access to the Work at all times wherever it is in preparation or progress. The Contractor must provide proper facilities for such access and for inspection.

3.3.2 The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Construction Manager.

3.3.3 If the Construction Manager, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Construction Manager timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any work subject to such testing that is covered up without timely notice to the Construction Manager or without the approval or consent of the Construction Manager must, if

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required by the Construction Manager, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work subject to testing that is covered up without timely notice to the Construction Manager and that is not uncovered for examination at the Contractor's Expense if required by the Construction Manager.

- 3.3.4 Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the requirements of the California Building Standards Code as adopted by the City and other applicable law. Copies of all testing reports shall be distributed as required.
- 3.3.5 The City or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to be according to the Contract Documents, the City shall pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up without timely notice to or approval of the Construction Manager. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any re-examined Work not in accordance with the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.
- 3.3.6 The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the City consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The Contractor must promptly segregate and remove non-conforming material from the Work site. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the City has not consented to accept.

#### 3.4 Samples Furnished by the Contractor.

[Section removed.]

#### 3.5 Materials and Substitutions.

- 3.5.1 Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class



or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials.

- 3.5.2 If the Contractor submitted complete information to the Public Works Department for products proposed as equals in accordance with the Contractor's proposal, and the City approved such products proposed as equals in writing, the Contractor may furnish such products approved as equals. The City retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the City to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. If the City does not accept a proposed substitution, the Contractor must furnish an acceptable product approved by the Construction Manager.
- 3.5.3. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the City, or with the use of existing City facilities by the public. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the Work site due to weather or other causes. The Contractor must promptly remove from the Work site all materials rejected by the City or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the City or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the City. The Contractor will bear the expense of making good all Work destroyed or damaged by such removal. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all work destroyed or damaged by such removal and/or execution.

- 3.6 Maintenance and Examination of Records. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to the City for reference. Upon completion of the Work, Contractor shall deliver to the City, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

Throughout Contractor's performance of the Work of the Project, Contractor may maintain construction records to include: shop drawings; product data/material data sheets; samples; submittals; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall make all records available to the City upon request.

The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three years after final payment under the Agreement. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Contract shall be subject to the examination and audit of the State Auditor, at the request of the City, or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

- 3.7 Advertising. No advertising signs of any kind may be displayed on the Work site, or on fences, offices or elsewhere adjacent to the Work site.
- 3.8 Project Schedule. Prior to the pre-construction meeting, the Contractor shall submit a baseline schedule showing each task of Work, including, as required by the City, equipment procurement and delivery (Contractor and City supplied), activities with Subcontractors and suppliers, major submittal

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reviews, commissioning of systems, use of major equipment on site, and necessary interface with the City and third parties. The baseline schedule shall include the sequence of each task, the number of days required to complete each task, and the critical path controlling the completion of the entire Work. The schedule shall allow for the completion of the entire Work within the Time for Completion.

- 3.8.1 City Review of Schedule. The City may review the Contractor's submitted schedule and may note any exceptions. The Contractor shall correct any exceptions noted by the City within five (5) working days of being notified of the exceptions.
- 3.8.2 Update of Schedule. After submission of a schedule to which the City has taken no exceptions, the Contractor shall submit an updated schedule on a biweekly basis until completion of the Work. The updated schedule shall show the progress of Work as of the date specified in the updated schedule. Contractor shall provide the City with an electronic copy of each updated schedule.
- 3.8.3 Float. The baseline schedule and all later submitted schedules shall show early and late completion dates for each task. The number of days between these dates shall be designated as "Float." The Float shall be designated to the Project and shall be available to both the City and the Contractor as needed to complete the Work in accordance with the Contract.
- 3.8.4 Failure to Submit Schedule. If the Contractor fails to submit the schedule within the time period specified in this section or submit a schedule to which the City has taken uncorrected exceptions, the City may withhold payments to the Contractor until such schedules are submitted and/or corrected in accordance with the Contract documents.
- 3.8.5 Responsibility for Schedule. The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The City may note exceptions to any schedule submitted by the Contractor. However, the Contractor will be solely responsible for determining the proper method of addressing such exceptions, and the City's review of the schedule will not create scheduling obligations for the City.
- 3.8.6 [Section removed.]
- 3.8.7 The City has no obligation to accept an early completion date.
- 3.8.8 The City may request a recovery schedule should Contractor fall 21 or more Days behind any schedule milestone, which schedule shall show Contractor's plan and resources committed to retain Contract completion dates. The recovery schedule shall show the intended

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critical path. If the City requests, Contractor shall also: secure and demonstrate appropriate subcontractor and supplier consent to the recovery schedule; and submit a written plan and narrative explaining on trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or subcontractors.

- 3.8.9 If the Contractor requests an extension of the Time for Completion, it shall submit the request in a writing that provides information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. The writing shall include this narrative and a schedule diagram depicting how the changed Work or other impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current schedule impact or critical path or otherwise. Any requests of an extension of the Time for Completion stemming from an alleged project delay shall be made within five (5) days of the commencement of the alleged delay, explain the reason for delay, include the anticipated length of the delay, and contain a narrative justifying the extension, in addition to the other information and schedules required by this section.

3.9 Construction Staking. [Section removed.]

3.10 Materials Testing. [Section removed.]

#### 4. CHANGES IN WORK

- 4.1 City Directed Change Orders. The City may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents. Such amendments will in no way void the agreement, but may be applied to amend the Contract Price or Time for Completion, if such amendments affect the Contract Price, the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Section 4.
- 4.2 Writing Requirement. Change orders and other amendments to Contract Documents may be made only by a writing executed by authorized representatives of the City and the Contractor.
- 4.3 Contractor Proposed Change Orders. Unless the Construction Manager otherwise authorizes or the City and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Construction Manager no later than the time of the proposed change.
- 4.4 All Change Orders. All change order proposals must be submitted on completed Change Order forms provided by the City. All such change order proposals must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All change

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order proposals must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the change order, and must provide information justifying the requested change in the Time for Completion. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, will be accomplished by the Time for Completion then in effect.

- 4.5 Change Order Pricing. [Section removed.]
- 4.6 Liability Under Unapproved Change Orders. The Contractor shall be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed in accordance with this Section 4. The Contractor will have all of the obligations and the City will have all of the rights and remedies that are specified in Section 11 concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed change order before issuance of an approved change order executed in accordance with this Section 4.
- 4.7 Changes Subject to Contract Documents. Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in accordance with the Contract Documents, including this Section 4, will in all respects be subject to all provisions of the Contract Documents, except as modified by such change orders or amendments.
- 4.8 Change Order Disputes.
  - 4.8.1 Disputed City Directed Change Orders. If the Contractor disputes a City directed change order following a reasonable effort by the City and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the City, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the City to resolve the dispute, or within the time specified in the disputed City directed change order, whichever is later. In performing Work consistent with a disputed City-directed change order pursuant to this provision the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.
  - 4.8.2 Disputed Contractor Proposed Change Orders. If the City disputes a Contractor proposed change order, the City and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the

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Contractor and the City. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the City and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

- 4.9 Change in Time for Completion. The Time for Completion may only be changed through a Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence. Contractor shall not be entitled time extension for impacts that consume Float, but do not impact the critical path. Contractor shall submit any request for change in the Time for Completion and all supporting information and documentation required by the Contract Documents within seven (7) working days of receipt of a City-directed Change Order.

## 5. TRENCHING AND UTILITIES

[Section removed.]

## 6. PROJECT FACILITIES

- 6.1 Work Site Offices. Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities shall be paid from and included in the Contract Price.
- 6.2 City Rights of Access and Ownership. The City and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the City and its authorized representatives, neither the Contractor nor its privities shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the United States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be deemed at all times to be City property subject to inspection and copying by the City and its authorized representatives at all reasonable times while such facilities are located at the Work site (including,

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at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the City's rights of access and/or Ownership pursuant to this Section 6 will constitute a material breach of the Agreement subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

## 7. PROSECUTION AND PROGRESS OF THE WORK

- 7.1 Liquidated Damages. Time is of the essence in the Agreement. The City and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the City will sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Agreement by the Time for Completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of \$500 per day for each and every calendar day completion of the Work and/or performance of all of the Contractor's obligations that have accrued pursuant to the Agreement is delayed beyond the Time for Completion. The City and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the Agreement was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the Agreement.
- 7.2 No Damage for Avoidable Delays. All delays in the Work that might have been avoided by the exercise of care, prudence, foresight and diligence of the Contractor or any privities of the Contractor will be deemed avoidable delays. Delays in the Work that may be unavoidable but that do not necessarily affect other portions of the Work or prevent completion of all Work within the Time for Completion, including, but not limited to, reasonable delays in Engineer approval of shop drawings, placement of construction survey stakes, measurements and inspection, and such interruption as may occur in prosecution of the Work due to reasonable interference of other contractors of the City, will be deemed avoidable delays. The Contractor will not be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the contract price for avoidable delays.
- 7.3 Unavoidable Delays. All delays in the Work that result from causes beyond the control of the Contractor and that the Contractor could not have avoided through exercise of care, prudence, foresight, and diligence will be deemed unavoidable delays. Orders issued by the City changing the amount of Work to be done, the quantity of materials to be furnished, or the manner in which the work is to be prosecuted, and unforeseen delays in the prosecution of the Work due to causes beyond the Contractor's control, such as strikes, lockouts, labor disturbances, fires, epidemics, earthquakes, acts of God, neglect by

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utility owners or other contractors that are not privities of the Contractor will be deemed unavoidable delays to the extent they actually delay the Contractor's completion of the Work. The Contractor will be awarded a change in the Project schedule, the Time for Completion, and/or additional compensation in excess of the Contract Price for unavoidable delays to the extent such delays actually delay the Contractor's completion of the Work and/or result in the Contractor incurring additional costs in excess of the Contract Price.

- 7.4 No Damage for Contractor Caused Delay. Contractor shall not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents.
- 7.5 No Damage for Other Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the City and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the City, and/or within the contemplation of the City and the Contractor, and/or reasonable under the circumstances:
- 7.5.1 Exercise of the City's right to sequence the Work in a manner that would avoid disruption to the City and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the City or any other governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the City of any provisions of the Agreement.
- 7.5.2 Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the City or its representatives in a reasonable time in accordance with the Contract Documents.
- 7.6 Delays Caused by the City and/or Its Privities. Delay caused by the City and/or other Contractors of the City will be deemed unavoidable delays. Either the City or the Contractor may propose a change in the Time for Completion for delays that are purported to be caused by the City and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the City and the Contractor. Such proposed changes in the Time for Completion will constitute change order proposals subject to Section 4. In accordance with Section 4, the City and the

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Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing is in anticipation of cost impacts that may, but have not yet occurred, the City will be obligated to pay the Contractor for such anticipated impacts in accordance with the Agreement and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated cost impacts. Notwithstanding anything to the contrary in Section 4, the City and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the City and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the City will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

- 7.7 Weather Delays. Extensions of the Time for Completion will not be allowed for normal, adverse weather conditions that are consistent with historical weather data of the National Oceanographic and Atmospheric Administration of the U.S. Department of Commerce for the record station that is nearest or most applicable to the Work site. The Contractor should understand that normal adverse weather conditions are to be expected and plan the Work accordingly, such as by incorporating into the Project schedule, normal adverse weather delays as reflected in historical data of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce for the weather station most applicable to the Work site. Extensions of the Time for Completion for delays due to adverse weather will be allowed only if the number of adverse weather days far exceeds the historical data. No extensions of the Time for Completion will be granted for normal, adverse weather conditions or for adverse weather conditions that merely result in delays that do not or would not, themselves, result in failure to complete the Work by the Time for Completion.
- 7.8 Delay Claims. Within five (5) days of the beginning of any delay, Contractor shall notify the City in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) days of submitting its notice of delay. The request must be in writing in the form of a change order and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay. The City will determine all claims and adjustments in the Time for Completion. No claim for an adjustment in the Time for Completion will be valid and such claim will be waived if not submitted in accordance with the requirements of this Section and Section 4.9. In cases of substantial compliance with the notice timing requirements of this Section (but not to exceed twenty-one (21) days from the beginning of the delay event), City may in its sole discretion recognize a claim for delay accompanied with the proper documentation and justification,

provided the Contractor also shows good faith and a manifest lack of prejudice to the City from the late notice.

#### 7.9 Contractor Coordination of the Work.

7.9.1 The City reserves the right to do other work in connection with or in the vicinity of the Project by contract or otherwise, and Contractor shall at all times conduct the Work so as to impose no hardship on the City, others engaged in the Work or other contractors working at the Work site. The Contractor will adjust, correct and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the Work site.

7.9.2 If any part of the Work depends for proper execution or results upon the work of the City or any other contractor, the Contractor will, before proceeding with such Work, promptly report to the City any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the City's or other contractor's Work as fit and proper.

7.9.3 The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade shall be part of the Work except where stated otherwise.

7.9.4 The Contractor will provide proper facilities at all times for access of the City, the Construction Manager, and other authorized City representatives to conveniently examine and inspect the Work.

### 8. CONTRACTOR RESPONSIBILITIES

8.1. Eligibility. By executing the Agreement, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the fullest extent permitted by law, the Contractor shall hold harmless and indemnify the City from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.

8.2 Non Discrimination. During the performance of this Contract, Contractor will not discriminate against any employee or subcontractor of the Contractor or applicant for employment because of race, religion, creed, color, national origin, gender, sexual orientation, or age. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during

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employment without regard to their race, religion, creed, color, national origin, gender, sexual orientation, or age.

- 8.3 Supervision of the Work. The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the City or Construction Manager are disseminated to and followed by all subcontractors engaged in performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the City or the Construction Manager may require the Contractor and/or subcontractors engaged in performance of the Work to attend a project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the City and/or advisable in light of the matters to be addressed at the meeting.
- 8.4 Contractor's Superintendent. The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the City. The superintendent may not be changed without the consent of the City. The superintendent will represent the Contractor and all directions given by the City to the superintendent will bind the Contractor in accordance with the Agreement. Superintendent time included in Contractor's completed bid schedule and/or in approved change orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.
- 8.5 Competent Employees. The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Project any unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the City determines that a Contractor employee does not satisfy the requirements of this provision, upon notice from the City, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Project without City approval.
- 8.6 Items Necessary for Proper Completion of the Work. Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.
- 8.7 Construction Reports. The Contractor must submit daily construction reports detailing the daily progress of the Work to the Construction Manager on a weekly basis.
- 8.8 Subcontracting. [Section removed.]

## 8.9 Insurance.

- 8.9.1 All required insurance shall be provided in the form of “occurrence”-type policies underwritten by admitted insurers in the State of California with a rating of A or better from the current year Best Rating Guide. All policies must be issued at the expense of the Contractor and must be maintained at the Contractor’s expense throughout the performance of the Work.
- 8.9.2 The Contractor and any subcontractors engaged in performance of the Work must secure payment of workers compensation in accordance with California Labor Code Section 3700 and other applicable law. The Contractor must verify that all Subcontractors comply with this requirement.
- 8.9.3 Within ten (10) working days following notice of award the Contractor must submit to the City along with executed copies of all other documents specified in the Contract Check List certificates of insurance and endorsements evidencing that the Contractor has in effect and will maintain throughout the performance of the Work the following kinds and amounts of insurance:
- 8.9.3.1 Worker’s Compensation Insurance. Workers Compensation and Employers Liability insurance as required by any applicable law, regulation or statute, including the provisions of Division IV of the Labor Code of the State of California, and any act or acts amending it. Worker’s Compensation insurance must be for Statutory Limits and must cover the full liability of the Contractor. The Contractor’s Employer’s Liability Insurance must be in an amount no less than \$1,000,000.00 per occurrence. The insurance must be endorsed to waive all rights of subrogation against City and its officials, officers, employees, and volunteers for loss arising from or related to the work performed under this agreement.
- 8.9.3.2 Commercial General Liability and Automobile Liability Insurance. Coverage for liability because of Bodily Injury and Property Damage including, but not limited to the following coverage:
- Completed Operations and Products Liability
  - Bodily Injury
  - Personal Injury
  - Broad Form Property Damage Liability

- Contractual Liability insuring the obligations assumed by the Contractor under the Contract Documents
- Automobile Liability, including owned, non-owned and hired automobiles
- Coverage for the XCU hazards of Explosion, Collapse and Underground Hazards

8.9.3.3 Commercial General Liability Self-Insured Retentions:

- All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability.
- Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.
- The City reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

8.9.3.4 Commercial Umbrella Policy. The limits of insurance required in these Contract Documents may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own Insurance or self-insurance shall be called upon to protect it as a named insured.

8.9.3.5 Builders Risk. [Section removed.]

8.9.4 The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

8.9.5 The limits of the insurance required above will be at least:

Comprehensive General Liability

Bodily Injury Liability	\$2,000,000	each occurrence
	\$4,000,000	each aggregate
Property Damage Liability	\$2,000,000	each occurrence
	\$4,000,000	each aggregate

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#### Comprehensive Automobile Liability

Bodily Injury Liability	\$2,000,000	each person
	\$2,000,000	each occurrence
Property Damage Liability	\$2,000,000	each occurrence

- 8.9.6 For each insurance policy required under the Agreement except for the required workers compensation insurance policy, the Contractor must provide endorsements that add the City, its officials, officers, employees, agents and volunteers as an additional insured ("Additional Insured"). Such endorsements must: provide that the insurance required to be furnished by the Contractor will be primary as regards the City, and that the City's insurance will be excess of and not contribute to the insurance required to be furnished by the Contractor; that the City will receive 30 day written notice of any reduction or cancellation of such insurance required to be furnished by the Contractor; and include a severability of interest clause acceptable to the City. Said endorsement shall be at least as broad as Insurance Services Office form number CG2010 (Ed. 11/85).
- 8.9.7 It shall be a requirement under these Contract Documents that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
- 8.9.8 Contractor shall maintain insurance as required by these Contract Documents to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

#### 8.10 Indemnities.

- 8.10.1 The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the City, its officials, officers, employees, agents, volunteers and consultants, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes arising out of the Contractor's execution of the Work or of any subcontractor engaged in

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performance of the Work. To the fullest extent permitted by law the Contractor will indemnify, defend and hold harmless the City, its officials, officers, employees, agents, volunteers and consultants from and against any or all loss, liability, expense, claims, costs (including costs of defense and consultants' costs), suits, and damages of every kind, nature and description (including, but not limited to, penalties resulting from exposure to hazards in violation of the California Labor Code and bodily injury or death) directly or indirectly arising from the Contractor's performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or in part by any act or omission of Contractor, its subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever, save for liability for any loss, damage, or expense arising out of the City's sole negligence or willful misconduct.

- 8.10.2 The Contractor will indemnify, defend and hold harmless the City, the City's officials, officers, employees, volunteers, agents and the Construction Manager and Architect for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the City that any such charges have been paid.
- 8.10.3 The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, volunteers and consultants from such liability.
- 8.10.4 Approval of the Contractor's certificates of insurance and/or endorsements does not relieve the Contractor of liability under this Section 8.9. The Contractor will defend, with legal counsel reasonably acceptable to the City, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorney's fees incurred. The Contractor will promptly pay any judgment rendered against the City, its officials, officers, employees, agents, volunteers or consultants for any Claims. In the event the City, its officials, officers, employees, agents, volunteers or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims,



Contractor agrees to pay the City, its officials, officers, employees, agents, volunteers and consultants any and all costs and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees.

- 8.10.5 Subject to the requirements of Section 5 of the General Provisions, the Contractor will indemnify, hold harmless and defend, with legal counsel reasonably acceptable to the City, the City and its officials, officers, employees, agents and volunteers from and against any and all claims related to damage to surface or underground facilities caused by the Contractor or any of the Contractor's privities or agents.
- 8.10.6 The Contractor will indemnify, hold harmless and defend, with legal counsel reasonably acceptable to the City, the City and its officials, officers, employees, agents and volunteers from and against any and all claims, including any fines or other penalties, related to failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement the Stormwater Pollution Prevention Plan ("SWPPP") in accordance with provision 12 of the Special Provisions. The City may withhold from amounts due or that may become due to the Contractor under this Contract amounts that equal or are estimated to equal the amount of claims, including fines, resulting from failure of the Contractor and/or privities or agents of the Contractor to comply with the requirements of the General Permit, or to implement the SWPPP in accordance with provision 12 of the Special Provisions.
- 8.10.7 In accordance with California Civil Code Section 2782(a), nothing in the Contract will be construed to indemnify the City for its sole negligence, willful misconduct, or for defects in design furnished by the City. By execution of the Contract Documents the Contractor acknowledges and agrees that the Contractor has read and understands the insurance and indemnity requirements of the Contract Documents, which are material elements of consideration.
- 8.10.8 The defense and indemnification obligations of these Contract Documents are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in these Contract Documents.
- 8.10.9 Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of these Contract Documents for the full period of time allowed by law.
- 8.10.10 If Contractor fails to perform any of the foregoing defense and indemnity obligations, the City may defend itself and back-charge

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the Contractor for the City's costs and fees (including attorneys' and consultants' fees), and damages and withhold such sums from progress payments or other Contract monies which may become due.

- 8.11 Licenses/Permits. The Contractor must, without additional expense to the City, obtain all licenses, permits and other approvals required for the performance of the Work.
- 8.12 California Labor Code Requirements.
- 8.12.1 In accordance with California Labor Code Section 1771.1, this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The Contractor and subcontractors engaged in performance of the Work must comply with Labor Code Section 1771.1.
- 8.12.2 In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under the Agreement.
- 8.12.3 In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- 8.12.4 The Contractor and its subcontractors will forfeit as a penalty to the City \$25 for each worker employed in the performance of the Work for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 et seq.
- 8.12.5 In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the Public Works Department and shall be made available on request. The Contractor and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.

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- 8.12.6 In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the Work must comply with Labor Code Section 1775 which establishes a penalty of up to \$200 per day for each worker engaged in the performance of the Work that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefor unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:
- 8.12.6.1 The contract executed between the Contractor and the subcontractor for the performance of part of the Work must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - 8.12.6.2 The Contractor must monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
  - 8.12.6.3 Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.
  - 8.12.6.4 Prior to making final payment to the subcontractor, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to employees engaged in the performance of the Work and any amounts due pursuant to California Labor Code Section 1813.
- 8.12.7 In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the Work, must keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other

employee employed in performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 must be certified and must be available for inspection by the City and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations and must otherwise be available for inspection in accordance with California Labor Code Section 1776.

8.12.8 In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

8.12.9 In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the Work to employ on the Work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

8.13 Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the Technical Specifications or Project Plans is to be construed to permit Work not conforming to these codes:

- National Electrical Safety Code, U. S. Department of Commerce
- National Board of Fire Underwriters' Regulations
- California Building Standards Code as adopted by the City
- Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- Industrial Accident Commission's Safety Orders, State of California
- Regulations of the State Fire Marshall (Title 19, California Code of Regulation) and Applicable Local Fire Safety Codes

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- Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies
- Federal, state, and local air pollution control laws and regulations applicable to the Contractor and/or Work

8.14 Guaranty. The Contractor guarantees all of the Work for one year from the date the City accepts the Work. Upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the City. If the Contractor fails to make good any defects in the Work in accordance with this provision, in addition to any other available remedy under the contract or at law or equity, the City may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's maintenance bond for the cost of making good such defects and for the City's reasonable legal costs, if any, of recovering against the bond. The Contractor shall remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the City.

Where defective or rejected Work and any damage caused thereby has been corrected, removed, or replaced by the Contractor pursuant to this section, the guarantee period with respect to that Work shall be extended for an additional period of one year after such correction, removal, or replacement has been satisfactorily completed.

#### 8.15 Safety.

8.15.1 In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the City nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work. The Contractor agrees that neither the City, the Construction Manager, the Architect, nor the Engineer will be responsible for having hazards corrected and/or removed at the Work

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site. The Contractor agrees that the City will not be responsible for taking steps to protect the Contractor's employees from such hazards, or for instructing the Contractor's employees to recognize such hazards or to avoid the associated dangers. The Contractor agrees with respect to the Work and the Work site, the Contractor will be responsible for not creating hazards and for having hazards corrected and/or removed, for taking appropriate, feasible steps to protect the Contractor's employees from such hazards and that the Contractor has instructed and/or will instruct its employees to recognize such hazards and how to avoid the associated dangers.

- 8.15.2 Review and inspection by the City, the Construction Manager, the Architect or Engineer, and/or other representatives of the City of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.
- 8.15.3 The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.
- 8.15.4 Within ten (10) working days following notice of award the Contractor must submit to the City a copy of the Contractor's Safety Plan.
- 8.15.5 The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 et seq. of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.
- 8.16 Assignment of Unfair Business Practice Claims. In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract. This assignment shall be made and become

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effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

- 8.17 Contractor shall be responsible for properly notifying residents and property owners impacted by this project in accordance with City standards. Specific notification procedures vary with the type of work and shall be coordinated with the City before work begins. The City will furnish a list of impacted property owners.
- 8.18 Contractor shall use paper products and printing and writing paper that meets Federal Trade Commission recyclability standards as defined in 16 CFR 260.12.

## 9. MEASUREMENT AND PAYMENT

- 9.1 F.O.B. All shipments must be F.O.B. destination to the Work site and/or other sites indicated in the Contract Documents. The Contract Price is all-inclusive (including sales tax). There shall be no additional compensation paid for containers, packing, unpacking, drayage or insurance.
- 9.2 Payment
  - 9.2.1 On or about the first day of each calendar month the Contractor will submit to the Construction Manager a verified application for payment and schedule of values supported by a statement showing all materials actually installed during the preceding month and the cost of labor actually expended in the performance of the Work. **Billing must be received on a monthly basis, at a minimum.** Unless otherwise provided in the Contract Documents, no allowances or payments will be made for material or equipment not placed at the Work site.
  - 9.2.2 To be eligible for payment the Contractor's applications for payment must include certified payroll reports prepared in accordance with California Labor Code Section 1776 and the Agreement for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months, applications for payment will not be processed without certified payroll reports.
  - 9.2.3 In accordance with California Public Contract Code Section 20104.50, the City will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven (7) days after receipt by the City, along with a written description of the reasons why the application is improper. The Contractor's failure to submit a schedule in the time specified in Section 3.8, or its submission of a schedule to which the City has taken any uncorrected exception, shall serve as a basis for returning an application for payment in its entirety.

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- 9.2.4 Unless the Contractor has elected to post securities in lieu of retention in accordance with California Public Contract Code Section 22300 and the Agreement, and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Agreement, the City will make progress payments to the Contractor in accordance with applicable law in the amount of ninety-five (95) percent of the value of the labor actually performed and the material incorporated in the Work as specified in Contractor's verified application for payment upon approval by the City's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed. If the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code Section 22300 and the Agreement and the Contractor and the City have executed an escrow agreement in accordance with the Public Contract Code and the Agreement, the City will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.
- 9.2.5 The City will pay the Contractor's final invoice in accordance with applicable law and this Section 9 following acceptance of the Work provided that:
- 9.2.5.1 The Contractor has furnished evidence satisfactory to the City that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the City.
  - 9.2.5.2 No claim has been presented to the City by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.
  - 9.2.5.3 No other claim or dispute exists under the Agreement or applicable law concerning payment of the Contractor's final invoice and/or release of the Agreement retention.
  - 9.2.5.4 The Contractor has filed with the City the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety insurer acceptable to the City and such Maintenance Bond binds the Contractor as Principal and the Surety in accordance with its terms in the amount of 10% of the final Contract Price.
- 9.2.6 In accordance with California Public Contract Code Section 20104.50, if the City fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the City will pay the Contractor interest equivalent to the legal rate set

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forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of days available to the City to make a payment without incurring an interest obligation pursuant to this provision and California Public Contract Code Section 20104.50 will be reduced by the number of days, if any, by which the City has delayed return of an application for payment beyond the seven day return requirement set forth in Section 9.2.5.

- 9.3 Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Agreement. The following costs may only be paid under the Agreement, if at all, as part of any allowance for contractor overhead and/or profit established under the Agreement.
  - 9.3.1 Labor costs in excess of applicable prevailing wages pursuant to the Agreement and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for contractor and subcontractor employees engaged in the performance of the Work or in excess of the labor costs specified in Section 4.5 of this Contract in the case of cost impacts involving items for which the Contract Documents do not specify prices and for which no lump sum amount has been approved by the City. However, in no event will allowable direct labor charges under the agreement include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.
  - 9.3.2 Superintendent labor and clerical labor.
  - 9.3.3 Bond premiums.
  - 9.3.4 Insurance in excess of that required under Section 8.8.
  - 9.3.5 Utility costs.
  - 9.3.6 Work Site office expenses.
  - 9.3.7 Home office expenses.
  - 9.3.8 Permit or license costs.
- 9.4 Retention. The City or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:
  - 9.4.1 Defective work not remedied or uncompleted work.

- 9.4.2 Claims filed or reasonable evidence indicating probable filing of claims.
- 9.4.3 Failure to properly pay subcontractors or to pay for material or labor.
- 9.4.4 Reasonable doubt that the Work can be completed for the balance then unpaid.
- 9.4.5 Damage to another contractor.
- 9.4.6 Damage to the City.
- 9.4.7 Damage to a third party.
- 9.4.8 Delay in the progress of the Work, which, in the City's judgment, is due to the failure of the Contractor to properly expedite the Work.
- 9.4.9 Liquidated damages or other charges that apply to the Contractor under the Agreement.
- 9.4.10 Any other lawful basis for withholding payment under the contract.
- 9.5 Securities in Lieu of Retention.
  - 9.5.1 In accordance with Public Contract Code Section 22300, except where federal regulations or policies do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the City to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement. The Escrow for Security Deposit agreement is provided in the Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to the Contractor.
  - 9.5.2 Alternatively, at the Contractor's request and expense, the City will pay retentions earned directly to the escrow agent. At the Contractor's expense, the Contractor may direct investment of the payments into securities. Upon satisfactory completion of the Work, the Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City pursuant to this provision and the terms of the Escrow for Security Deposit agreement. The Contractor will, within 20 days of receipt of payment, pay to each subcontractor the respective amount of interest earned, less costs of retention withheld from each Subcontractor, on monies withheld to ensure the Contractor's performance of the Work.
  - 9.5.3 Securities eligible for investment in accordance with this provision include those listed in Government Code Section 16430, bank or

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savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

- 9.5.4 The Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

## 10. PROJECT ACCEPTANCE AND CLOSEOUT

10.1 Occupancy. The City reserves the right to occupy or use any part or parts or the entirety of the Work before the Work is fully performed. Subject to applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the City's rights under the Agreement, any Agreement bonds, or at law or equity. Occupancy or use shall not waive the City's rights to assess liquidated damages in accordance with Section 7 after the date of such occupancy or use.

10.2 Work Completion and Final Inspection. When the Contractor considers the Work is completed, the Contractor will submit written certification to the Construction Manager specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the City's representative and are operational. The City and/or the City's authorized representatives will make an inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work. The Contractor will take immediate steps to remedy the stated deficiencies and give notice of correction to the Construction Manager. Upon receiving a notice of correction, the City or the City's authorized representatives will re-inspect the Work. The Contractor must correct all punch list items within 15 working days after the issuance of the punch list.

### 10.3 Work Acceptance.

10.3.1 All finished Work will be subject to inspection and acceptance or rejection by the City or the Construction Manager and other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the City.

10.3.2 The City will accept the Work in writing only when the Work has been completed to the City's reasonable satisfaction. Progress



payments will in no way be construed as acceptance of any part of the Work.

- 10.3.3 In evaluating the Work, no allowance will be made for deviations from the Contract Documents unless already approved in writing in accordance with the requirements of Section 4, above.
- 10.3.4 The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.
- 10.3.5 None of the provisions of this section, including acceptance of the Project, final payment, or use or occupancy of the Project Site shall constitute acceptance of Work not done in accordance with the Contract Documents nor relieve Contractor of liability relating to the express guarantees or responsibility for faulty materials or workmanship. Nothing in this section or the Contract Documents shall be construed to limit, relieve, or release Contractor's, subcontractors', and materials suppliers' liability to the City for damages sustained as a result of latent defects in materials, equipment, or the Work caused by the Contractor, its agents, suppliers, employees, or Subcontractors.

## 11. REMEDIES AND DISPUTES

- 11.1 Failure to Correct Work. Within ten (10) working days of receiving written notice from the City describing Work that is defective or that is otherwise not in accordance with the requirements of the Agreement and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the City written notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence correction of such Work in accordance with the City's notice and the Agreement. If the Contractor and/or the Contractor's sureties do not give the City written notice of intent to correct such Work and commence correction of such Work within ten (10) working days of receipt of the City's notice, then the City may correct such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other remedies that the City may have under the Agreement and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor. Contractor shall not be entitled to an extension of the Time of Completion because of a delay in the performance of the Work attributable to the City's exercise of its rights under this section.

- 11.2 Termination for Cause

City of Fort Bragg  
Speed Radar Signs Replacement Project  
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- 11.2.1 In accordance with California Public Contract Code Section 7105, in addition to all other available remedies that the City may have under the Agreement, and at law or equity, the City may terminate the Contractor's control of the Work for any material breach of the Contract, including, but not limited to the following:
- 11.2.1.1 If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for due to reasons beyond the control of the Contractor pursuant to the Contract Documents.
  - 11.2.1.2 If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
  - 11.2.1.3 If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.
  - 11.2.1.4 If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the performance of the Work in accordance with the Contract Documents and applicable law.
  - 11.2.1.5 If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the Work, or the instructions of the City, the Construction Manager, the Architect, or other authorized representatives of the City.
- 11.2.2 If the City intends to terminate the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the City's intent to terminate the Contractor's control of the Work will be given by registered or certified mail and specify the grounds for termination, the required cure and the time by which the cure must be effected. Upon receipt of notice of the City's intent to terminate the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the Contractor will have ten (10) days from receipt of the notice or a longer time specified in the notice to cure its default. If the Contractor does not affect the required cure by the time specified in the notice, the City will issue a

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written notice of termination to the Contractor and its sureties by registered or certified mail. The notice of termination will specify: that upon receipt of the notice the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Agreement; and that if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the Agreement and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Agreement within ten (10) days after receipt of notice of termination that the City may declare the Contractor's sureties in default and take over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost. The City may, in addition to all other available remedies that the City may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.

- 11.2.3 Upon termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, the Contractor will, if so directed by the City, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the Work.
- 11.2.4 Upon termination of the Contractor's control of the Work for any of the reasons specified in provisions 11.2.1.1 through 11.2.1.5, above, the City reserves the right to refuse tender of the Contractor by any surety to complete the Work.
- 11.2.5 If the City completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Sections 11.2.1.1 through 11.2.1.5, above, the unpaid balance of the Contract Price exceeds the expense of

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completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the City and/or others arising out of the Agreement and any other charges that apply to the Contractor under the Agreement, the difference will be paid to the Contractor. If such expenses of completing the Work exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the City.

- 11.2.6 If the Agreement or Contractor's control of the Work is terminated for any reason, Contractor waives all consequential damages resulting therefrom, including, but not limited to, the loss of any anticipated profit by the Contractor for the Work, the loss of profit on any potential or future jobs, and the loss of bonding capacity.
- 11.2.7 In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the City and the Contractor may, by written agreement, terminate the Agreement. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the contract price shall control. The parties may in any other case adopt the contract price as the reasonable value of the work or any portion of the work done.
- 11.2.8 In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have following a termination for convenience. Any contractor claim arising out of a termination for cause shall be made in accordance with this section.

### 11.3 Termination for Convenience.

- 11.3.1 The City may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to

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time in part, whenever the City shall determine that termination is in the City's best interest. Termination shall be effected by the City delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.

- 11.3.2 Contractor shall comply strictly with the City's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.
- 11.3.3 Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by: (i) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule; and (ii) offset by payments made and other contract credits. In connection with any such calculation, however, the City shall retain all rights under the Contract Documents including, without limitation, claims, indemnities, or setoffs.
- 11.3.4 Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

#### 11.4 Disputes.

The procedure set forth in California Public Contracts Code section 9204 (as summarized in Exhibit B attached hereto) shall apply to all "claims" by the Contractor on the City, as that term is defined in Section 9204. With respect to "claims" or any portion of a claim not resolved by way of the procedure set forth in Section 9204, the following procedure shall thereafter apply as follows:

- 11.4.1 In accordance with California Public Contract Code Section 20104.2, the following procedures apply to claims of \$375,000 or less between the Contractor and the City:
  - 11.4.1.1 The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
  - 11.4.1.2 For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional

City of Fort Bragg  
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documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.

11.4.1.2.1 If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.

11.4.1.2.2 The City's written response to the claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

11.4.1.3 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the Contractor.

11.4.1.3.1 If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor.

11.4.1.3.2 The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

11.4.1.4 If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

City of Fort Bragg  
Speed Radar Signs Replacement Project  
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- 11.4.1.5 Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- 11.4.1.6 This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- 11.4.2 In accordance with California Public Contract Code Section 20104.4, the following procedures apply to civil actions to resolve claims of \$375,000 or less between the City and the Contractor:
  - 11.4.2.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
  - 11.4.2.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

11.4.2.2.1 Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

11.4.2.2.2 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

11.4.2.3 The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

11.4.3 In accordance with California Public Contract Code Section 20104.6:

11.4.3.1 The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

11.4.3.2 In any suit filed under Public Contract Code Section 20104.4 concerning this contract, the City shall pay interest at the legal rate on any arbitration award or judgment. Such interest shall accrue from date the suit was filed.

## 11.5 Non-Waiver.

11.5.1 Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

- 11.5.2 Neither acceptance of the whole or any part of Work by City nor any verbal statements on behalf of City or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to City herein nor any right to damages provided in the Contract Documents.

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CITY OF FORT BRAGG  
416 Franklin Street  
Fort Bragg, California 95437

### CONSTRUCTION PERFORMANCE BOND

(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)

THIS CONSTRUCTION PERFORMANCE BOND (Bond), dated \_\_\_\_\_, is in the amount of **Forty-nine Thousand Eight Hundred Thirty-seven Dollars (\$49,837.00)** (Penal Sum), which is 100% of the Contract Sum and is entered into by and between the parties listed below to ensure the faithful performance of the Contract identified below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14 attached to this page. Any singular reference to **Fort Bragg Electric, Inc.** (Contractor), \_\_\_\_\_ (Surety), City of Fort Bragg (City), or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Place of Business

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

CONSTRUCTION CONTRACT:

Agreement for the **Speed Radar Signs Replacement Project** (Project) located at seven separate locations within the city limits of the City of Fort Bragg (Address), California, dated September 13, 2022, in the amount of **Forty-nine Thousand Eight Hundred Thirty-seven Dollars (\$49,837.00)**.

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

City of Fort Bragg  
Speed Radar Signs Replacement Project  
Construction Performance Bond

## BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and the State of California for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
  - 3.1 City provides Surety with written notice that City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2 City has agreed to pay the Balance of the Contract Sum:
    - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
    - 3.2.2 To a Contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When City has satisfied the conditions of Paragraph 3 above, Surety shall promptly (within 40 Days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4 below); or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors or Construction entities; provided, that Surety may not select Contractor as its agent or independent contractor or Contractor without City's consent; or
  - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors or Construction entities acceptable to City for a contract for performance and completion of the Construction Contract and, upon determination by City of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by City and the contractor or Contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety

City of Fort Bragg  
Speed Radar Signs Replacement Project  
Construction Performance Bond



equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6 below, exceed the Balance of the Contract Sum, then Surety shall pay to City the amount of such excess; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor or Contractor, and with reasonable promptness under the circumstances and, after investigation and consultation with City, determine in good faith its monetary obligation to City under Paragraph 6 below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to City with full explanation of the payment's calculation. If City accepts Surety's tender under this Paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default, as agreed by City and Surety at the time of tender. If City disputes the amount of Surety's tender under this Paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under Paragraphs 6 and 7 below.
5. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, and coordinate Work with other consultants or contractors.
6. If Surety elects to act under Paragraphs 4.1, 4.2 or 4.3 above, within the time period provided in Paragraph 4, above, and complies with its obligations under this Bond, Surety's obligations under this Bond are commensurate with Contractor's Construction Contract obligations. Surety's obligations include, but are not limited to:
  - 6.1 Contractor's obligations to complete the Construction Contract and correct Defective Work;
  - 6.2 Contractor's obligations to pay liquidated damages; and
  - 6.3 To the extent otherwise required of Contractor under the Construction Contract, Contractor's obligations to pay additional legal, design professional, and other costs not included within liquidated damages resulting from Contractor Default (but excluding attorney's fees incurred to enforce this Bond).

7. If Surety does not elect to act under Paragraphs 4.1, 4.2, 4.3, or 4.4, above, within the time period provided in Paragraph 4, above, or comply with its obligations under this Bond, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. Such Surety default shall be independent of the Contractor Default. To the extent Surety's independent default causes City to suffer damages including, but not limited to, delay damages, which are different from, or in addition to (but not duplicative of) damages which City is entitled to receive under the Construction Contract, Surety shall also be liable for such damages. In the event any Surety obligation following its independent default is inconsistent or conflicts with California Civil Code Section 2809, or any other law which either prohibits, restricts, limits or modifies in any way any obligation of a surety which is larger in amount or in any other respect more burdensome than that of the principal, Surety hereby waives the provisions of such laws to that extent.
8. If Surety elects to act under Paragraphs 4.1, 4.2, 4.3 or 4.4 above, within the time period provided in Paragraph 4, above, and complies with all obligations under this Bond, Surety's monetary obligation under this Bond is limited to the Penal Sum.
9. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.
10. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, design agreements, purchase orders and other obligations, including changes of time, and of any City action in accordance with Paragraph 5 above. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work (including services) required thereunder, or any City action in accordance with Paragraph 5 above shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such action is an City Default.
11. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the Superior Court of the County of Mendocino, California, or in a court of competent jurisdiction in the location in which the Work is located. Communications from City to Surety under Paragraph 3.1 above shall be deemed to include the necessary agreements under Paragraph 3.2 above unless expressly stated otherwise.
12. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in the Construction Contract. Actual receipt of notice by

City of Fort Bragg  
Speed Radar Signs Replacement Project  
Construction Performance Bond

Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

13. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

14. Definitions

14.1 Balance of the Contract Sum: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

14.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

14.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to "default" or any other condition allowing a termination for cause as provided in the Construction Contract.

14.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

**END OF DOCUMENT**

City of Fort Bragg  
Speed Radar Signs Replacement Project  
Construction Performance Bond

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CITY OF FORT BRAGG  
416 Franklin Street  
Fort Bragg, California 95437

**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

**(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)**

KNOW ALL PERSONS BY THESE PRESENTS:

- 1.01 WHEREAS, the City of Fort Bragg, 416 N. Franklin Street, Fort Bragg, California 95437 (City) has awarded a Contract to **Fort Bragg Electric, Inc.**, P.O. Box 1578, Fort Bragg, California 95437 as Principal, dated the 13th day of September, 2022 (the Contract), titled **Speed Radar Signs Replacement Project** in the amount of **Forty-nine Thousand Eight Hundred Thirty-seven Dollars (\$49,837.00)**, which Contract is by this reference made a part hereof, for the work of the following Contract:

**Replacement of seven speed radar signs at various locations within the City of Fort Bragg**

---

- 1.02 WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
- 1.03 NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto City in the sum of 100% OF THE CONTRACT PRICE **Forty-nine Thousand Eight Hundred Thirty-seven Dollars (\$49,837.00)**, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by City, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond,

City of Fort Bragg  
Speed Radar Signs Replacement Project  
Construction Labor & Material Payment Bond

plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

- 1.05 This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
- 1.06 Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- 1.07 Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing City's rights against the other.
- 1.08 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**SURETY**

Company: (Corp. Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

**END OF DOCUMENT**

City of Fort Bragg  
Speed Radar Signs Replacement Project  
Construction Labor & Material Payment Bond



FORT BRAGG  
416 Franklin Street  
Fort Bragg, California 95437

### MAINTENANCE BOND

**(Note: The successful bidder must use this form. Use of any other bond form may prevent a contract from forming and/or result in forfeiture of the successful bidder's bid bond.)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City Council of the CITY OF FORT BRAGG has awarded to **Fort Bragg Electric, Inc.** (designated as the "PRINCIPAL") a contract for the **Speed Radar Signs Replacement Project**, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned \_\_\_\_\_, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the CITY OF FORT BRAGG, (designated as the "OBLIGEE"), in the penal sum of **Four Thousand Nine Hundred Eighty-three Dollars and Seventy Cents (\$4,983.70)**, lawful money of the United States, being a sum not less than ten percent (10%) of the final Contract price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ the name and corporate seals

City of Fort Bragg  
Speed Radar Signs Replacement Project  
Construction Labor & Material Payment Bond

of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL

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

(Acknowledgement)

Title:\_\_\_\_\_

(Corporate Seal)

SURETY

By:\_\_\_\_\_  
(Attorney-in-fact)

(Acknowledgement)

Title:\_\_\_\_\_

*(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.*

**END OF DOCUMENT**

## Exhibit A

# Fort Bragg Electric, Inc.

Mail: PO Box 1578, Fort Bragg, CA, 95437

License #391464

Tel: (707)964-9118 Fax: (707)964-1404 Email: [mark@fortbraggelectric.com](mailto:mark@fortbraggelectric.com)

## PROPOSAL

To:	City of Fort Bragg	Date:	August 17, 2022
Attention:	Chantell O'Neal	Office:	707-961-2825
Address:	416 N. Franklin Street Fort Bragg, CA 95437	Fax:	707-961-2802

JOB NAME	JOB NUMBER	JOB ADDRESS
City of Fort Bragg (Speed signs)		City of Fort Bragg (7 locations)

BID ITEM	PROPOSAL SUMMARY	BID AMOUNT	APPROVED AMOUNT
Base Bid	Description	\$49,837	\$49,837
	Total >>>>>	\$49,837	

**Fort Bragg Electric** is pleased to present the following bid for **City of Fort Bragg (Speed signs)**, based on plans and specifications dated **August 17, 2022**, and subject to the following inclusions, exclusions and qualifications:

### Scope of Work

#### City of Fort Bragg

Provide funding and oversight for the CSL Small Streets project. Ensure proper safety measures are taken for the contractor including sidewalk and roadway closures as needed. Coordinate work schedule with the contractor to reduce impact on daily patterns (school/work schedules) or noise issues.

#### Contractor

The duty of the Contractor will be to remove the existing radar signs at requested locations. Leaving the poles intact and undamaged for reuse. Properly disposing of removed signage, solar panel, and battery packs. Procure and installing new, City approved, radar signs at the requested locations. Installation would include radar signs, solar panels, battery packs. For any faulty or dead on arrival (D.O.A.) equipment it will be the duty of the contractor to contact the distributor and replace said equipment. Further permitting may be required.

- Order seven (7) City approved signs
- Remove all seven (7) current signs and accessories (Radar sign, solar panels, battery packs, and mounting accessories), leaving pole for use later
- Install seven (7) New City approved signs and accessories
- Ensure All seven (7) radar signs are working properly after installation

# Fort Bragg Electric, Inc.

Mail: PO Box 1578, Fort Bragg, CA, 95437

License #391464

Tel: (707)964-9118 Fax: (707)964-1404 Email: [mark@fortbraggelectric.com](mailto:mark@fortbraggelectric.com)

## INCLUSIONS

- 1 New Work
- 2 Bonding
- 3 Prevailing wages as required
- 4 Submittals of equipment upon award.

## EXCLUSIONS

- 1 Carpentry, painting, trenching, permitting or permitting fees.
- 2 Work not outlined above

## QUALIFICATIONS

- 1 This proposal is valid for 30 days from the above date.
- 2 Progress payments due as the work proceeds.
- 3 Payment due upon completion of work.

We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

PROPOSAL OF TERMS BY Mark Mertle Date August 17, 2022  
FORT BRAGG ELECTRIC

ACCEPTANCE OF TERMS \_\_\_\_\_ Date \_\_\_\_\_  
CUSTOMER

*Thank you for your business!*

## **EXHIBIT B**

### **CLAIMS PROCEDURE**

#### **SUMMARY OF PUBLIC CONTRACT CODE § 9204**

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

#### **Initial Review**

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

#### **Meet & Confer**

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

#### **Mediation**

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

#### **Miscellaneous Provisions**

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.



# City of Fort Bragg

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

## Text File

File Number: 22-436

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Scope of Work

**Agenda Number:** 5F.

Approve Scope of Work for a Request for Proposals for the Preparation of a Development  
Impact Fee Study





## **CITY OF FORT BRAGG**

### **REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO PREPARE IMPACT FEE NEXUS STUDY**

The City of Fort Bragg is seeking proposals from qualified professional consulting services interested in contracting with the City of Fort Bragg to conduct an analysis of the existing Development Impact fees and recommend updates to fees to reflect the true incremental cost of new development on City infrastructure in accordance with AB 602.

#### **AGENCY DESCRIPTION**

The City of Fort Bragg is located approximately 165 miles north of San Francisco and 188 miles west of Sacramento, with a population of about 7,500. Fort Bragg is a general law City, with a five-member City Council and operates under the Council-Manager form of government. The Council appoints the City Manager, who appoints other City Officials and is charged with overseeing the City's daily operations.

The City provides a wide range of services to its residents including public protection through the Police Department, the construction and maintenance of streets and infrastructure, water service, community development, financial management and administrative services. Special Districts and Joint Powers Authorities (JPAs) under the jurisdiction of the City provide emergency services, fire protection, wastewater treatment, and redevelopment services throughout the City. The City employs approximately 60 regular full-time employees. During the busy tourist season, the City traditionally hires temporary employees for parking enforcement and maintenance of city streets and parks.

#### **PROJECT BACKGROUND**

The City reviews and update the City's Fees, consistent with the goal to ensure that fees for City services are sufficient to fully recover the cost of providing those services. The Fort Bragg City Council recommended via resolution ( 2412-2000) that water, sewer, and drainage capacity fees be increased annually using Engineering News Record-20 City Construction Cost Index to adjust impact fees. In September of 2021, the California Legislature passed Assembly Bill (AB) 602 and the Governor signed it into law. AB 602 creates some new requirements for impact fees that went into effect July 1, 2022. Accordingly, staff is not proposing any increases to the current impact fees this year and instead seeking proposals from qualified consultants to perform a nexus study to evaluate these fees and provide updated fee amounts consistent with the legislation.

In order to impose development impact fees on new development, a city must distinguish between existing levels of service and the impact of new development on the resources required to maintain that level of service. (Government Code §§ 66000(b), 66001(a)). A key factor in an impact fee "nexus study" is establishing existing levels of service as a baseline for determining increased or expanded levels of service that are attributable to impacts of new development.

#### **GOALS AND OBJECTIVES**

As part of the Capital Improvement fee study, we would like to update existing Development Impact Fees for sewer, water and drainage to reflect the true incremental cost of new development on City infrastructure. In addition, the City would like the consultant to analyze and recommend other fees for

parks (as per the Quimby Act), citywide roadways, bicycle paths, bridges and signalization improvements, and public facilities such as fire and police stations.

## **SCOPE OF WORK**

- Review of existing studies to get an understanding of the City's facilities and infrastructure;
- Interviews of key City staff to understand current fees;
- A benchmark analysis of development fees of similar California cities;
- An analysis of how developers, property owners, and fee payers derive benefit from a maintained and updated development impact fee program;
- An analysis of the proposed fees, including documenting the nexus findings around those recommended fees; and
- Attendance at up to three meetings with the public/City Council including a workshop on development fees and a presentation of recommendations and findings;

## **PROPOSAL SUBMITTAL REQUIREMENTS**

1. Proposers should send a complete digital proposal, collated into one PDF document, two (2) printed copies of the complete proposal, and cost bid so that it is received by the City no later than **2:00 p.m. on October 20, 2022** to:  
City of Fort Bragg  
Attention: June Lemos, MMC, City Clerk  
416 North Franklin Street  
Fort Bragg, CA 95437  
[jlemos@fortbragg.com](mailto:jlemos@fortbragg.com)
2. Format: Printed proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper with removable bindings, bound in a single document and organized in sections following the order specified under Contents.
3. Contents: Proposal shall contain the following information:
  - A. Firm Description  
Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.
  - B. Relevant Experience  
Describe relevant experience, including list of all agencies your firm has completed similar projects for in the last five years.
  - C. Key Personnel Qualifications  
Identify key personnel who would work on the project as assigned, their respective roles, and a synopsis of relevant experience.
  - D. References  
List of public agencies or clients for whom similar work has been performed, with the name, title, and phone number of a contact person. The City may request a copy of a similar report prepared previously by the firm for another agency.
  - E. Scope of Work  
Provide an explanation of tasks associated with the project, including how you propose to complete each task.

F. Study Design and Approach Work Plan

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

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

G. Budget and Schedule of Charges

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

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

H. Work Schedule

Provide a time schedule for completion of work.

I. Insurance

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

J. Consultant Agreement

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

## **EVALUATION CRITERIA**

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

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

The above selection criteria are provided to assist proposers and are not meant to limit other considerations that may become apparent during the course of the selection process. Proposals will be reviewed and evaluated by the City staff and a recommendation for award of contract will be presented to the Fort Bragg City Council.

### **OTHER CONSIDERATIONS**

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

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

### **RFP SCHEDULE**

RFP Release	September 13, 2022
Deadline for Written Questions	October 6, 2022
Proposals Due	October 20, 2022 (2:00 p.m.)
Interviews	TBD
Selection	November 14, 2022

### **QUESTIONS**

Questions should be directed to:

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

### **ATTACHMENTS**

Exhibit A – City's Standard Professional Services Agreement



# City of Fort Bragg

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

## Text File

File Number: 22-442

**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5G.

Adopt City Council Resolution Authorizing the Submittal of Local Coastal Program Grant  
Application for Funding from the California Coastal Commission

The California Coastal Commission provides funding to support local governments updating Local Coastal Programs (LCP), consistent with the Coastal Act and with a special emphasis on planning for climate change. The requested funding would be used for technical, economic, and policy analysis to prepare our coastal region for resilient and sustainable development. If awarded, the requested funding would provide the planning and technical assistance to update policies and programs of the City's Coastal General Plan related to Noyo Harbor. The goal of this funding request is to develop comprehensive information for informed decision making and recommendations for programs, policies, and actions to position our region for blue economy investment, and to integrate them into a Local Coastal Program (LCP) update. The following projects have been identified:

- Noyo Harbor District Charter and Alternatives Analysis;
- Develop inventory and assessment of the current condition of existing pilings, docks and structures, as well as identification of current land use(s) in order to increase productivity of Noyo Harbor parcels;
- Develop inventory and assessment of current boat slips within the mooring basin, including capacity and slip utilization to ensure maximum use and benefit; and
- Water Quality Profile to inform feasibility of aquaculture development both in Noyo Harbor and on the former Mill Site in order to diversify economic opportunities, as well as provide water for public aquariums and research.

### Notification:

"Notify Me" Subscriber Lists: Blue Economy; Economic Development Planning

Noyo Ocean Collective: Noyo Harbor Commission, Sherwood Valley Band of Pomo Indians,

Mendocino College, Mendocino County, Noyo Center for Marine Science

California Sea Grant Specialists: Luke Gardner and Kevin Johnson

**RESOLUTION NO. \_\_\_\_-2022**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
APPROVING APPLICATION FOR FUNDING FROM THE  
CALIFORNIA COASTAL COMMISSION**

**WHEREAS**, the Budget Act of 2021 provides up to \$31 million to support the Coastal Commission's LCP Local Assistance Grant Program which awards grants to local governments to support coastal resiliency and updates to Local Coastal Programs (LCPs); and

**WHEREAS**, the California Coastal Commission, under the authority of the California Coastal Act, may provide financial assistance to support coastal planning and has approved a grant program to provide such financial assistance for LCP planning; and

**WHEREAS**, the goal of the grant program is to develop new or updated LCPs in conformance with the California Coastal Act and to promote coastal resiliency and address the effects of climate change; and

**WHEREAS**, grant proposals submitted under this grant program must complete LCP planning work with special emphasis on coastal resiliency and addressing the effects of climate change and sea-level rise; and

**WHEREAS**, the City of Fort Bragg has a certified Local Coastal Program; and

**WHEREAS**, the City of Fort Bragg is leading a regional planning effort that is considering how opportunities within the blue economy could diversify our economy; improving local livelihoods of our low-moderate income community, while nurturing our environment and protecting coastal resources; and

**WHEREAS**, the Noyo Harbor District is a committed partner in this regional collaboration to develop a resilient coast; and

**WHEREAS**, the City's LCP contains numerous policies and programs in support of Noyo Harbor; and

**WHEREAS**, the City of Fort Bragg commits to and agrees to fully support planning efforts for Noyo Harbor, which sits within the City's Sphere of Influence, and that are intended to amend the City's certified LCP pursuant to the provisions of the California Coastal Act, with full participation and coordination with Coastal Commission staff.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve the submittal of an application to the California Coastal Commission for LCP Local Assistance Grant Program and authorizes the City Manager to execute the same.

**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 12<sup>th</sup> day of September, 2022, by the following vote:**

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

---

**BERNIE NORVELL**  
**Mayor**

**ATTEST:**

---

**June Lemos, MMC**  
**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: 22-447**

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5H.

Adopt City Council Resolution Updating Master Salary Schedules and Confirming All City of Fort Bragg Established Classifications

This resolution updates the Master Salary Schedules since January 2, 2022 in compliance with California Public Employees' Retirement System salary schedule posting requirements.

## **RESOLUTION NO. \_\_\_\_-2022**

### **RESOLUTION OF THE FORT BRAGG CITY COUNCIL UPDATING MASTER SALARY RATE COMPENSATION SCHEDULES AND CONFIRMING ALL CITY OF FORT BRAGG ESTABLISHED CLASSIFICATIONS**

**WHEREAS**, the Fort Bragg City Council approves all salary schedules which include classification titles and compensation rates; and

**WHEREAS**, the establishment of this Resolution meets the requirements of California Regulations Section 570.5 as confirmed by the California Public Employees' Retirement System (CalPERS); and

**WHEREAS**, the City of Fort Bragg Salary Rate Compensation was correct when the City of Fort Bragg City Council approved Resolution 4490-2021 resulting from the Fort Bragg Police Department salary survey as required by Ordinance 672 during the December 13, 2021 City Council meeting; and

**WHEREAS**, the City of Fort Bragg City Council approved Resolution 4520-2022 to incorporate Master Salary Schedule showing a three percent cost of living adjustment for mid-management employees that was effective the first full pay period in January 2022 that had an incorrect pay rate/range for the Police Captain mid-management classification;

**WHEREAS**, the City of Fort Bragg has one comprehensive Master Salary Rate Compensation Plan for all established classifications; and

**WHEREAS**, subsequent Master Salary schedules reflect inaccurate pay rate/range for the Police Captain classification and require correction to comply with the requirements of the California Regulations Section 570.5 as confirmed by the California Public Employees' Retirement System (CalPERS); and

**WHEREAS**, the Fort Bragg City Council approved Resolution 4531-2022 establishing the temporary, non-exempt, Social Services Liaison – Crisis Worker classifications pay rate/range that was effective March 1, 2022 during the March 14, 2022 City Council meeting; and

**WHEREAS**, the Fort Bragg City Council approved Resolution 4559-2022 adds the Assistant City Manager at-will, exempt, executive management classification approved during the June 27, 2022 City Council meeting and was effective July 1, 2022; and

**WHEREAS**, the Fort Bragg City Council approved Resolution 4569-2022 establishing a salary compensation plan confirming pay rates/ranges for Fort Bragg Police Association classifications incorporating a three percent cost of living adjustment that was effective July 3, 2022, during the July 25, 2022 City Council meeting; and

**WHEREAS**, the Fort Bragg City Council approved Resolution 4570-2022 approving the 2022-2025 Memorandum of Understanding with the Fort Bragg Employee Organization/Service Employees International Union Local 1021 authorizing the City Manager to execute the same effective July 1, 2022 that incorporated a four percent cost of living adjustment for all Fort Bragg Employee Organization classifications effective July 3, 2022 during the July 25, 2022 City Council meeting; and

**WHEREAS**, the Fort Bragg City Council approved Resolution 4576-2022 establishing a compensation plan and the terms and conditions of employment for non-bargaining/confidential employees during the August 8, 2022 City Council meeting; and

**WHEREAS**, the Fort Bragg City Council approved Resolution 4578-2022 establishing a compensation plan and terms of employment for exempt, mid-management classifications during the August 8, 2022 City Council meeting; and

**WHEREAS**, the Fort Bragg City Council approved Resolution 4579-2022 establishing a compensation plan and terms and conditions of employment for exempt, at-will, executive management classifications during the August 8, 2022 City Council meeting;

**WHEREAS**, the Fort Bragg City Council approved Resolution 4570 approving the Memorandum of Understanding with the Fort Bragg Employee Organization/Service Employees International Union Local 1021 that included a four percent cost of living adjustment during the July 25, 2022 City Council meeting; and

**WHEREAS**, it is necessary to correct the past master salary schedules to ensure correct Master Salary Schedules going forward; and

**WHEREAS**, Exhibit A corrects the Master Salary Schedule that was approved by Resolution 4520-2022 implementing the three percent cost of living adjustment for the mid-management classifications that was effective the first full pay period in January 2022 during the March 14, 2022 City Council meeting; and

**WHEREAS**, Exhibit B corrects Master Salary Schedule approved by Resolution 4531-2022 adding the Social Services Liaison – Crisis Worker classification approved during the April 11, 2022 City Council meeting;

**WHEREAS**, Exhibit C corrects Master Salary Schedule approved by Resolution 4559-2022 adding the exempt, executive management Assistant City Manager classification and confirms the pay rates/ranges for all City of Fort Bragg established classifications during the June 27, 2022 City Council meeting; and

**WHEREAS**, Exhibit D corrects Master Salary Schedules by Resolution 4559-2022 corrects and consolidates approved all salary changes that were effective July 3, 2022, specifically Resolution 4569-2022 approving the Fort Bragg Police Association three percent cost of living adjustment; Resolution 4570-2022 approving the Fort Bragg Employee Organization (FBEO) Memorandum of Understanding and salary schedule for FBEO classifications; Resolution 4576-2022 approving confidential/non-bargaining four percent cost of living adjustment; Resolution 4578-2022 approving exempt, mid-management one percent cost of living adjustment; Resolution 4579-2022 approving exempt, at-will executive management pay range/rates into a single comprehensive Master Salary Schedule; and

**WHEREAS**, the full salary schedule is allocated in the FY 2022/2023 budget; and

**WHEREAS**, the full salary schedule is available on the City's website.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Fort Bragg does hereby establish a compensation plan, terms, and conditions of employment for all established classifications.

**BE IT FURTHER RESOLVED** that the City Council does hereby adopt the City of Fort Bragg Master Salary Rate Compensation Plans as presented in “Exhibit A”, “Exhibit B”, “Exhibit C”, and “Exhibit D” as per their respective effective dates, specifically “Exhibit A” effective retroactive to March 1, 2022; “Exhibit B” effective retroactive to January 2, 2022; “Exhibit C” effective retroactive to July 1, 2022; “Exhibit D” effective July 3, 2022.

**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 12 day of September, 2022, by the following vote:**

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

---

**BERNIE NORVELL**  
**Mayor**

**ATTEST:**

---

**June Lemos, MMC**  
**City Clerk**

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule for Mid-Mgmt COLA effective 1.2.2022 (Police Captain). Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Administrative Analyst (Confidential; Non-Bargaining)</b>								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
<b>Administrative Assistant - Administration (FBEO)</b>								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
<b>Administrative Assistant - Community Development (FBEO)</b>								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
<b>Administrative Assistant - Police (FBEO)</b>								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
<b>Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Assistant City Engineer (FBEO)</b>								
Hourly				31.96	33.56	35.24	37.00	38.85
Bi-Weekly				2,556.80	2,684.80	2,819.20	2,960.00	3,108.00
Monthly				5,539.73	5,817.07	6,108.27	6,413.33	6,734.00
Annual				66,476.80	69,804.80	73,299.20	76,960.00	80,808.00
<b>Assistant Finance Director (Mid-Management; Non-Bargaining)</b>								
Hourly				39.03	40.98	43.03	45.18	47.44
Bi-Weekly				3,122.40	3,278.40	3,442.40	3,614.40	3,795.20
Monthly				6,765.20	7,103.20	7,458.53	7,831.20	8,222.93
Annual				81,182.40	85,238.40	89,502.40	93,974.40	98,675.20
<b>Assistant Planner (FBEO)</b>								
Hourly				30.45	31.97	33.57	35.25	37.01
Bi-Weekly				2,436.00	2,557.60	2,685.60	2,820.00	2,960.80
Monthly				5,278.00	5,541.47	5,818.80	6,110.00	6,415.07
Annual				63,336.00	66,497.60	69,825.60	73,320.00	76,980.80

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule for Mid-Mgmt COLA effective 1.2.2022 (Police Captain). Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Assistant to the City Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Associate Planner (FBEO)</b>								
Hourly				31.53	33.11	34.77	36.51	38.34
Bi-Weekly				2,522.40	2,648.80	2,781.60	2,920.80	3,067.20
Monthly				5,465.20	5,739.07	6,026.80	6,328.40	6,645.60
Annual				65,582.40	68,868.80	72,321.60	75,940.80	79,747.20
<b>City Clerk (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>City Councilmember (Elected)</b>								
Hourly								
Bi-Weekly				138.46				
Monthly				300.00				
Annual				3,600.00	Plus \$100/mo for Special District Meeting			
<b>City Manager (Executive; At Will; Contract)</b>								
Hourly				76.30				
Bi-Weekly				6,104.12				
Monthly				13,225.58				
Annual				158,707.00				
<b>City Manager (Temporary Executive; At Will)</b>								
Hourly				76.30				
<b>Code Enforcement Officer (FBEO)</b>								
Hourly				30.45	31.97	33.57	35.25	37.01
Bi-Weekly				2,436.00	2,557.60	2,685.60	2,820.00	2,960.80
Monthly				5,278.00	5,541.47	5,818.80	6,110.00	6,415.07
Annual				63,336.00	66,497.60	69,825.60	73,320.00	76,980.80
<b>Community Services Officer (FBPA)</b>								
Hourly				21.42	22.49	23.61	24.79	26.03
Bi-Weekly				1,713.60	1,799.20	1,888.80	1,983.20	2,082.40
Monthly				3,712.80	3,898.27	4,092.40	4,296.93	4,511.87
Annual				44,553.60	46,779.20	49,108.80	51,563.20	54,142.40
<b>Construction Project Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				41.97	44.07	46.27	48.58	51.01
Bi-Weekly				3,357.60	3,525.60	3,701.60	3,886.40	4,080.80
Monthly				7,274.80	7,638.80	8,020.13	8,420.53	8,841.73
Annual				87,297.60	91,665.60	96,241.60	101,046.40	106,100.80

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule for Mid-Mgmt COLA effective 1.2.2022 (Police Captain). Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Construction Project Manager (Temporary, Part-time, At-Will)</b>								
				41.97	44.07	46.27	48.58	51.01
<b>Director - Community Development Department (Executive; At Will)</b>								
Hourly				47.85	50.24	52.75	55.39	58.16
Bi-Weekly				3,828.00	4,019.20	4,220.00	4,431.20	4,652.80
Monthly				8,294.00	8,708.27	9,143.33	9,600.93	10,081.07
Annual				99,528.00	104,499.20	109,720.00	115,211.20	120,972.80
<b>Director of Public Works (Executive; At Will)</b>								
Hourly				47.85	50.24	52.75	55.39	58.16
Bi-Weekly				3,828.00	4,019.20	4,220.00	4,431.20	4,652.80
Monthly				8,294.00	8,708.27	9,143.33	9,600.93	10,081.07
Annual				99,528.00	104,499.20	109,720.00	115,211.20	120,972.80
<b>Engineering Technician (FBEO)</b>								
Hourly				28.99	30.44	31.96	33.56	35.24
Bi-Weekly				2,319.20	2,435.20	2,556.80	2,684.80	2,819.20
Monthly				5,024.93	5,276.27	5,539.73	5,817.07	6,108.27
Annual				60,299.20	63,315.20	66,476.80	69,804.80	73,299.20
<b>Environmental Compliance Coordinator (FBEO)</b>								
Hourly				33.53	35.21	36.97	38.82	40.76
Bi-Weekly				2,682.40	2,816.80	2,957.60	3,105.60	3,260.80
Monthly				5,811.87	6,103.07	6,408.13	6,728.80	7,065.07
Annual				69,742.40	73,236.80	76,897.60	80,745.60	84,780.80
<b>Finance Technician I (FBEO)</b>								
Hourly				21.34	22.41	23.53	24.71	25.95
Bi-Weekly				1,707.20	1,792.80	1,882.40	1,976.80	2,076.00
Monthly				3,698.93	3,884.40	4,078.53	4,283.07	4,498.00
Annual				44,387.20	46,612.80	48,942.40	51,396.80	53,976.00
<b>Finance Technician II (FBEO)</b>								
Hourly				23.53	24.71	25.95	27.25	28.61
Bi-Weekly				1,882.40	1,976.80	2,076.00	2,180.00	2,288.80
Monthly				4,078.53	4,283.07	4,498.00	4,723.33	4,959.07
Annual				48,942.40	51,396.80	53,976.00	56,680.00	59,508.80
<b>Finance Technician III (FBEO)</b>								
Hourly				25.93	27.23	28.59	30.02	31.52
Bi-Weekly				2,074.40	2,178.40	2,287.20	2,401.60	2,521.60
Monthly				4,494.53	4,719.87	4,955.60	5,203.47	5,463.47
Annual				53,934.40	56,638.40	59,467.20	62,441.60	65,561.60



# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule for Mid-Mgmt COLA effective 1.2.2022 (Police Captain). Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Government Accountant I (FBEO)</b>								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
<b>Grant Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Grants Coordinator (FBEO)</b>								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
<b>Housing and Economic Development Coordinator (Confidential; Non-Bargaining)</b>								
Hourly				31.97	33.57	35.25	37.01	38.86
Bi-Weekly				2,557.60	2,685.60	2,820.00	2,960.80	3,108.80
Monthly				5,541.47	5,818.80	6,110.00	6,415.07	6,735.73
Annual				66,497.60	69,825.60	73,320.00	76,980.80	80,828.80
<b>Human Resources Analyst (Confidential; Non-Bargaining)</b>								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
<b>Intern (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				18.00				
<b>Laborer (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				18.00				
<b>Maintenance Worker I - Janitor (FBEO)</b>								
Hourly				17.19	18.05	18.95	19.90	20.90
Bi-Weekly				1,375.20	1,444.00	1,516.00	1,592.00	1,672.00
Monthly				2,979.60	3,128.67	3,284.67	3,449.33	3,622.67
Annual				35,755.20	37,544.00	39,416.00	41,392.00	43,472.00
<b>Maintenance Worker II (FBEO)</b>								
Hourly				22.73	23.87	25.06	26.31	27.63
Bi-Weekly				1,818.40	1,909.60	2,004.80	2,104.80	2,210.40
Monthly				3,939.87	4,137.47	4,343.73	4,560.40	4,789.20
Annual				47,278.40	49,649.60	52,124.80	54,724.80	57,470.40

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule for Mid-Mgmt COLA effective 1.2.2022 (Police Captain). Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Maintenance Worker III (FBEO)</b>								
Hourly				23.87	25.06	26.31	27.63	29.01
Bi-Weekly				1,909.60	2,004.80	2,104.80	2,210.40	2,320.80
Monthly				4,137.47	4,343.73	4,560.40	4,789.20	5,028.40
Annual				49,649.60	52,124.80	54,724.80	57,470.40	60,340.80
<b>Maintenance Worker IV (FBEO)</b>								
Hourly				25.05	26.30	27.62	29.00	30.45
Bi-Weekly				2,004.00	2,104.00	2,209.60	2,320.00	2,436.00
Monthly				4,342.00	4,558.67	4,787.47	5,026.67	5,278.00
Annual				52,104.00	54,704.00	57,449.60	60,320.00	63,336.00
<b>Maintenance Worker Lead (FBEO)</b>								
Hourly				27.55	28.93	30.38	31.90	33.50
Bi-Weekly				2,204.00	2,314.40	2,430.40	2,552.00	2,680.00
Monthly				4,775.33	5,014.53	5,265.87	5,529.33	5,806.67
Annual				57,304.00	60,174.40	63,190.40	66,352.00	69,680.00
<b>Mechanic (FBEO)</b>								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
<b>Office Assistant (Temporary Position)</b>								
Hourly				20.00				
<b>Operations Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Operations Supervisor (FBEO)</b>								
Hourly				33.53	35.21	36.97	38.82	40.76
Bi-Weekly				2,682.40	2,816.80	2,957.60	3,105.60	3,260.80
Monthly				5,811.87	6,103.07	6,408.13	6,728.80	7,065.07
Annual				69,742.40	73,236.80	76,897.60	80,745.60	84,780.80
<b>Police Captain (Mid-Management; Non-Bargaining)</b>								
Hourly				55.00	57.75	60.64	63.67	66.85
Bi-Weekly				4,400.00	4,620.00	4,851.20	5,093.60	5,348.00
Monthly				9,533.33	10,010.00	10,510.93	11,036.13	11,587.33
Annual				114,400.00	120,120.00	126,131.20	132,433.60	139,048.00
<b>Police Chief (Executive; At Will)</b>								
Hourly				67.17	70.53	74.06	77.76	81.65
Bi-Weekly				5,373.60	5,642.40	5,924.80	6,220.80	6,532.00
Monthly				11,642.80	12,225.20	12,837.07	13,478.40	14,152.67
Annual				139,713.60	146,702.40	154,044.80	161,740.80	169,832.00

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule for Mid-Mgmt COLA effective 1.2.2022 (Police Captain). Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Interim Police Chief (Temporary Executive; At Will)</b>								
Hourly				67.17	70.53	74.06	77.76	81.65
<b>Police Sergeant Intermediate POST (FBPA)</b>								
Hourly				40.47	42.49	44.61	46.84	49.18
Bi-Weekly				3,237.60	3,399.20	3,568.80	3,747.20	3,934.40
Monthly				7,014.80	7,364.93	7,732.40	8,118.93	8,524.53
Annual				84,177.60	88,379.20	92,788.80	97,427.20	102,294.40
<b>Police Sergeant Advance POST (FBPA)</b>								
Hourly				42.79	44.93	47.18	49.54	52.02
Bi-Weekly				3,423.20	3,594.40	3,774.40	3,963.20	4,161.60
Monthly				7,416.93	7,787.87	8,177.87	8,586.93	9,016.80
Annual				89,003.20	93,454.40	98,134.40	103,043.20	108,201.60
<b>Police Officer Basic POST (FBPA)</b>								
Hourly				31.50	33.08	34.73	36.47	38.29
Bi-Weekly				2,520.00	2,646.40	2,778.40	2,917.60	3,063.20
Monthly				5,460.00	5,733.87	6,019.87	6,321.47	6,636.93
Annual				65,520.00	68,806.40	72,238.40	75,857.60	79,643.20
<b>Police Officer Intermediate POST (FBPA)</b>								
Hourly				33.08	34.73	36.47	38.29	40.20
Bi-Weekly				2,646.40	2,778.40	2,917.60	3,063.20	3,216.00
Monthly				5,733.87	6,019.87	6,321.47	6,636.93	6,968.00
Annual				68,806.40	72,238.40	75,857.60	79,643.20	83,616.00
<b>Police Officer Advance POST (FBPA)</b>								
Hourly				34.70	36.44	38.26	40.17	42.18
Bi-Weekly				2,776.00	2,915.20	3,060.80	3,213.60	3,374.40
Monthly				6,014.67	6,316.27	6,631.73	6,962.80	7,311.20
Annual				72,176.00	75,795.20	79,580.80	83,553.60	87,734.40
<b>Police Recruit (1040 hours; FBPA)</b>								
Hourly				27.07				
<b>Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Public Works Administrative Analyst (FBEO)</b>								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
<b>Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule for Mid-Mgmt COLA effective 1.2.2022 (Police Captain). Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Senior Government Accountant (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Senior Planner (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Systems Analyst - Lead (Confidential; Non-Bargaining)</b>								
Hourly				31.97	33.57	35.25	37.01	38.86
Bi-Weekly				2,557.60	2,685.60	2,820.00	2,960.80	3,108.80
Monthly				5,541.47	5,818.80	6,110.00	6,415.07	6,735.73
Annual				66,497.60	69,825.60	73,320.00	76,980.80	80,828.80
<b>Systems Analyst (Confidential; Non-Bargaining)</b>								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
<b>Systems Technician (FBEO)</b>								
Hourly				21.93	23.03	24.18	25.39	26.66
Bi-Weekly				1,754.40	1,842.40	1,934.40	2,031.20	2,132.80
Monthly				3,801.20	3,991.87	4,191.20	4,400.93	4,621.07
Annual				45,614.40	47,902.40	50,294.40	52,811.20	55,452.80
<b>Treatment Plant Operator-in-Training (FBEO)</b>								
Hourly				19.49	20.46	21.48	22.55	23.68
Bi-Weekly				1,559.20	1,636.80	1,718.40	1,804.00	1,894.40
Monthly				3,378.27	3,546.40	3,723.20	3,908.67	4,104.53
Annual				40,539.20	42,556.80	44,678.40	46,904.00	49,254.40
<b>Treatment Plant Operator I (FBEO)</b>								
Hourly				24.19	25.40	26.67	28.00	29.40
Bi-Weekly				1,935.20	2,032.00	2,133.60	2,240.00	2,352.00
Monthly				4,192.93	4,402.67	4,622.80	4,853.33	5,096.00
Annual				50,315.20	52,832.00	55,473.60	58,240.00	61,152.00
<b>Treatment Plant Operator II (FBEO)</b>								
Hourly				25.41	26.68	28.01	29.41	30.88
Biweekly				2,032.80	2,134.40	2,240.80	2,352.80	2,470.40
Monthly				4,404.40	4,624.53	4,855.07	5,097.73	5,352.53
Annual				52,852.80	55,494.40	58,260.80	61,172.80	64,230.40

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule for Mid-Mgmt COLA effective 1.2.2022 (Police Captain). Reso XXXX-2022

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Treatment Plant Operator - Wastewater, Lead (FBEO)</b>								
Hourly				29.22	30.68	32.21	33.82	35.51
Biweekly				2,337.60	2,454.40	2,576.80	2,705.60	2,840.80
Monthly				5,064.80	5,317.87	5,583.07	5,862.13	6,155.07
Annual				60,777.60	63,814.40	66,996.80	70,345.60	73,860.80
<b>Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)</b>								
Hourly				30.68	32.21	33.82	35.51	37.29
Biweekly				2,454.40	2,576.80	2,705.60	2,840.80	2,983.20
Monthly				5,317.87	5,583.07	5,862.13	6,155.07	6,463.60
Annual				63,814.40	66,996.80	70,345.60	73,860.80	77,563.20

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule. Effective 03.01.2022 Resolution XXX-2022 Add Social Services Liaison classification.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Administrative Analyst (Confidential; Non-Bargaining)</b>								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
<b>Administrative Assistant - Administration (FBEO)</b>								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
<b>Administrative Assistant - Community Development (FBEO)</b>								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
<b>Administrative Assistant - Police (FBEO)</b>								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
<b>Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Assistant City Engineer (FBEO)</b>								
Hourly				31.96	33.56	35.24	37.00	38.85
Bi-Weekly				2,556.80	2,684.80	2,819.20	2,960.00	3,108.00
Monthly				5,539.73	5,817.07	6,108.27	6,413.33	6,734.00
Annual				66,476.80	69,804.80	73,299.20	76,960.00	80,808.00
<b>Assistant Finance Director (Mid-Management; Non-Bargaining)</b>								
Hourly				39.03	40.98	43.03	45.18	47.44
Bi-Weekly				3,122.40	3,278.40	3,442.40	3,614.40	3,795.20
Monthly				6,765.20	7,103.20	7,458.53	7,831.20	8,222.93
Annual				81,182.40	85,238.40	89,502.40	93,974.40	98,675.20
<b>Assistant Planner (FBEO)</b>								
Hourly				30.45	31.97	33.57	35.25	37.01
Bi-Weekly				2,436.00	2,557.60	2,685.60	2,820.00	2,960.80
Monthly				5,278.00	5,541.47	5,818.80	6,110.00	6,415.07
Annual				63,336.00	66,497.60	69,825.60	73,320.00	76,980.80

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule. Effective 03.01.2022 Resolution XXX-2022 Add Social Services Liaison classification.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Assistant to the City Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Associate Planner (FBEO)</b>								
Hourly				31.53	33.11	34.77	36.51	38.34
Bi-Weekly				2,522.40	2,648.80	2,781.60	2,920.80	3,067.20
Monthly				5,465.20	5,739.07	6,026.80	6,328.40	6,645.60
Annual				65,582.40	68,868.80	72,321.60	75,940.80	79,747.20
<b>City Clerk (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>City Councilmember (Elected)</b>								
Hourly								
Bi-Weekly				138.46				
Monthly				300.00				
Annual				3,600.00	Plus \$100/mo for Special District Meeting			
<b>City Manager (Executive; At Will; Contract)</b>								
Hourly				76.30				
Bi-Weekly				6,104.12				
Monthly				13,225.58				
Annual				158,707.00				
<b>City Manager (Temporary Executive; At Will)</b>								
Hourly				76.30				
<b>Code Enforcement Officer (FBEO)</b>								
Hourly				30.45	31.97	33.57	35.25	37.01
Bi-Weekly				2,436.00	2,557.60	2,685.60	2,820.00	2,960.80
Monthly				5,278.00	5,541.47	5,818.80	6,110.00	6,415.07
Annual				63,336.00	66,497.60	69,825.60	73,320.00	76,980.80
<b>Community Services Officer (FBPA)</b>								
Hourly				21.42	22.49	23.61	24.79	26.03
Bi-Weekly				1,713.60	1,799.20	1,888.80	1,983.20	2,082.40
Monthly				3,712.80	3,898.27	4,092.40	4,296.93	4,511.87
Annual				44,553.60	46,779.20	49,108.80	51,563.20	54,142.40
<b>Construction Project Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				41.97	44.07	46.27	48.58	51.01
Bi-Weekly				3,357.60	3,525.60	3,701.60	3,886.40	4,080.80
Monthly				7,274.80	7,638.80	8,020.13	8,420.53	8,841.73
Annual				87,297.60	91,665.60	96,241.60	101,046.40	106,100.80



# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule. Effective 03.01.2022 Resolution XXX-2022 Add Social Services Liaison classification.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Construction Project Manager (Temporary, Part-time, At-Will)</b>								
				41.97	44.07	46.27	48.58	51.01
<b>Director - Community Development Department (Executive; At Will)</b>								
Hourly				47.85	50.24	52.75	55.39	58.16
Bi-Weekly				3,828.00	4,019.20	4,220.00	4,431.20	4,652.80
Monthly				8,294.00	8,708.27	9,143.33	9,600.93	10,081.07
Annual				99,528.00	104,499.20	109,720.00	115,211.20	120,972.80
<b>Director of Public Works (Executive; At Will)</b>								
Hourly				47.85	50.24	52.75	55.39	58.16
Bi-Weekly				3,828.00	4,019.20	4,220.00	4,431.20	4,652.80
Monthly				8,294.00	8,708.27	9,143.33	9,600.93	10,081.07
Annual				99,528.00	104,499.20	109,720.00	115,211.20	120,972.80
<b>Engineering Technician (FBEO)</b>								
Hourly				28.99	30.44	31.96	33.56	35.24
Bi-Weekly				2,319.20	2,435.20	2,556.80	2,684.80	2,819.20
Monthly				5,024.93	5,276.27	5,539.73	5,817.07	6,108.27
Annual				60,299.20	63,315.20	66,476.80	69,804.80	73,299.20
<b>Environmental Compliance Coordinator (FBEO)</b>								
Hourly				33.53	35.21	36.97	38.82	40.76
Bi-Weekly				2,682.40	2,816.80	2,957.60	3,105.60	3,260.80
Monthly				5,811.87	6,103.07	6,408.13	6,728.80	7,065.07
Annual				69,742.40	73,236.80	76,897.60	80,745.60	84,780.80
<b>Finance Technician I (FBEO)</b>								
Hourly				21.34	22.41	23.53	24.71	25.95
Bi-Weekly				1,707.20	1,792.80	1,882.40	1,976.80	2,076.00
Monthly				3,698.93	3,884.40	4,078.53	4,283.07	4,498.00
Annual				44,387.20	46,612.80	48,942.40	51,396.80	53,976.00
<b>Finance Technician II (FBEO)</b>								
Hourly				23.53	24.71	25.95	27.25	28.61
Bi-Weekly				1,882.40	1,976.80	2,076.00	2,180.00	2,288.80
Monthly				4,078.53	4,283.07	4,498.00	4,723.33	4,959.07
Annual				48,942.40	51,396.80	53,976.00	56,680.00	59,508.80
<b>Finance Technician III (FBEO)</b>								
Hourly				25.93	27.23	28.59	30.02	31.52
Bi-Weekly				2,074.40	2,178.40	2,287.20	2,401.60	2,521.60
Monthly				4,494.53	4,719.87	4,955.60	5,203.47	5,463.47
Annual				53,934.40	56,638.40	59,467.20	62,441.60	65,561.60

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule. Effective 03.01.2022 Resolution XXX-2022 Add Social Services Liaison classification.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Government Accountant I (FBEO)</b>								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
<b>Grant Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Grants Coordinator (FBEO)</b>								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
<b>Housing and Economic Development Coordinator (Confidential; Non-Bargaining)</b>								
Hourly				31.97	33.57	35.25	37.01	38.86
Bi-Weekly				2,557.60	2,685.60	2,820.00	2,960.80	3,108.80
Monthly				5,541.47	5,818.80	6,110.00	6,415.07	6,735.73
Annual				66,497.60	69,825.60	73,320.00	76,980.80	80,828.80
<b>Human Resources Analyst (Confidential; Non-Bargaining)</b>								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
<b>Intern (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				18.00				
<b>Laborer (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				18.00				
<b>Maintenance Worker I - Janitor (FBEO)</b>								
Hourly				17.19	18.05	18.95	19.90	20.90
Bi-Weekly				1,375.20	1,444.00	1,516.00	1,592.00	1,672.00
Monthly				2,979.60	3,128.67	3,284.67	3,449.33	3,622.67
Annual				35,755.20	37,544.00	39,416.00	41,392.00	43,472.00
<b>Maintenance Worker II (FBEO)</b>								
Hourly				22.73	23.87	25.06	26.31	27.63
Bi-Weekly				1,818.40	1,909.60	2,004.80	2,104.80	2,210.40
Monthly				3,939.87	4,137.47	4,343.73	4,560.40	4,789.20
Annual				47,278.40	49,649.60	52,124.80	54,724.80	57,470.40

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule. Effective 03.01.2022 Resolution XXX-2022 Add Social Services Liaison classification.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Maintenance Worker III (FBEO)</b>								
Hourly				23.87	25.06	26.31	27.63	29.01
Bi-Weekly				1,909.60	2,004.80	2,104.80	2,210.40	2,320.80
Monthly				4,137.47	4,343.73	4,560.40	4,789.20	5,028.40
Annual				49,649.60	52,124.80	54,724.80	57,470.40	60,340.80
<b>Maintenance Worker IV (FBEO)</b>								
Hourly				25.05	26.30	27.62	29.00	30.45
Bi-Weekly				2,004.00	2,104.00	2,209.60	2,320.00	2,436.00
Monthly				4,342.00	4,558.67	4,787.47	5,026.67	5,278.00
Annual				52,104.00	54,704.00	57,449.60	60,320.00	63,336.00
<b>Maintenance Worker Lead (FBEO)</b>								
Hourly				27.55	28.93	30.38	31.90	33.50
Bi-Weekly				2,204.00	2,314.40	2,430.40	2,552.00	2,680.00
Monthly				4,775.33	5,014.53	5,265.87	5,529.33	5,806.67
Annual				57,304.00	60,174.40	63,190.40	66,352.00	69,680.00
<b>Mechanic (FBEO)</b>								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
<b>Office Assistant (Temporary Position)</b>								
Hourly				20.00				
<b>Operations Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Operations Supervisor (FBEO)</b>								
Hourly				33.53	35.21	36.97	38.82	40.76
Bi-Weekly				2,682.40	2,816.80	2,957.60	3,105.60	3,260.80
Monthly				5,811.87	6,103.07	6,408.13	6,728.80	7,065.07
Annual				69,742.40	73,236.80	76,897.60	80,745.60	84,780.80
<b>Police Captain (Mid-Management; Non-Bargaining)</b>								
Hourly				55.00	57.75	60.64	63.67	66.85
Bi-Weekly				4,400.00	4,620.00	4,851.20	5,093.60	5,348.00
Monthly				9,533.33	10,010.00	10,510.93	11,036.13	11,587.33
Annual				114,400.00	120,120.00	126,131.20	132,433.60	139,048.00
<b>Police Chief (Executive; At Will)</b>								
Hourly				67.17	70.53	74.06	77.76	81.65
Bi-Weekly				5,373.60	5,642.40	5,924.80	6,220.80	6,532.00
Monthly				11,642.80	12,225.20	12,837.07	13,478.40	14,152.67
Annual				139,713.60	146,702.40	154,044.80	161,740.80	169,832.00

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule. Effective 03.01.2022 Resolution XXX-2022 Add Social Services Liaison classification.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Interim Police Chief (Temporary Executive; At Will)</b>								
Hourly				67.17	70.53	74.06	77.76	81.65
<b>Police Sergeant Intermediate POST (FBPA)</b>								
Hourly				40.47	42.49	44.61	46.84	49.18
Bi-Weekly				3,237.60	3,399.20	3,568.80	3,747.20	3,934.40
Monthly				7,014.80	7,364.93	7,732.40	8,118.93	8,524.53
Annual				84,177.60	88,379.20	92,788.80	97,427.20	102,294.40
<b>Police Sergeant Advance POST (FBPA)</b>								
Hourly				42.79	44.93	47.18	49.54	52.02
Bi-Weekly				3,423.20	3,594.40	3,774.40	3,963.20	4,161.60
Monthly				7,416.93	7,787.87	8,177.87	8,586.93	9,016.80
Annual				89,003.20	93,454.40	98,134.40	103,043.20	108,201.60
<b>Police Officer Basic POST (FBPA)</b>								
Hourly				31.50	33.08	34.73	36.47	38.29
Bi-Weekly				2,520.00	2,646.40	2,778.40	2,917.60	3,063.20
Monthly				5,460.00	5,733.87	6,019.87	6,321.47	6,636.93
Annual				65,520.00	68,806.40	72,238.40	75,857.60	79,643.20
<b>Police Officer Intermediate POST (FBPA)</b>								
Hourly				33.08	34.73	36.47	38.29	40.20
Bi-Weekly				2,646.40	2,778.40	2,917.60	3,063.20	3,216.00
Monthly				5,733.87	6,019.87	6,321.47	6,636.93	6,968.00
Annual				68,806.40	72,238.40	75,857.60	79,643.20	83,616.00
<b>Police Officer Advance POST (FBPA)</b>								
Hourly				34.70	36.44	38.26	40.17	42.18
Bi-Weekly				2,776.00	2,915.20	3,060.80	3,213.60	3,374.40
Monthly				6,014.67	6,316.27	6,631.73	6,962.80	7,311.20
Annual				72,176.00	75,795.20	79,580.80	83,553.60	87,734.40
<b>Police Recruit (1040 hours; FBPA)</b>								
Hourly				27.07				
<b>Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Public Works Administrative Analyst (FBEO)</b>								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
<b>Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule. Effective 03.01.2022 Resolution XXX-2022 Add Social Services Liaison classification.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Senior Government Accountant (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Senior Planner (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Social Services Liaison-Crisis Worker (Temporary, Full-Time)</b>								
Hourly				25.00				
<b>Social Services Liaison-Crisis Worker (Temporary, 80% Part-Time)</b>								
				25.00				
<b>Systems Analyst - Lead (Confidential; Non-Bargaining)</b>								
Hourly				31.97	33.57	35.25	37.01	38.86
Bi-Weekly				2,557.60	2,685.60	2,820.00	2,960.80	3,108.80
Monthly				5,541.47	5,818.80	6,110.00	6,415.07	6,735.73
Annual				66,497.60	69,825.60	73,320.00	76,980.80	80,828.80
<b>Systems Analyst (Confidential; Non-Bargaining)</b>								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
<b>Systems Technician (FBEO)</b>								
Hourly				21.93	23.03	24.18	25.39	26.66
Bi-Weekly				1,754.40	1,842.40	1,934.40	2,031.20	2,132.80
Monthly				3,801.20	3,991.87	4,191.20	4,400.93	4,621.07
Annual				45,614.40	47,902.40	50,294.40	52,811.20	55,452.80
<b>Treatment Plant Operator-in-Training (FBEO)</b>								
Hourly				19.49	20.46	21.48	22.55	23.68
Bi-Weekly				1,559.20	1,636.80	1,718.40	1,804.00	1,894.40
Monthly				3,378.27	3,546.40	3,723.20	3,908.67	4,104.53
Annual				40,539.20	42,556.80	44,678.40	46,904.00	49,254.40
<b>Treatment Plant Operator I (FBEO)</b>								
Hourly				24.19	25.40	26.67	28.00	29.40
Bi-Weekly				1,935.20	2,032.00	2,133.60	2,240.00	2,352.00
Monthly				4,192.93	4,402.67	4,622.80	4,853.33	5,096.00
Annual				50,315.20	52,832.00	55,473.60	58,240.00	61,152.00

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule. Effective 03.01.2022 Resolution XXX-2022 Add Social Services Liaison classification.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Treatment Plant Operator II (FBEO)</b>								
Hourly				25.41	26.68	28.01	29.41	30.88
Biweekly				2,032.80	2,134.40	2,240.80	2,352.80	2,470.40
Monthly				4,404.40	4,624.53	4,855.07	5,097.73	5,352.53
Annual				52,852.80	55,494.40	58,260.80	61,172.80	64,230.40
<b>Treatment Plant Operator - Wastewater, Lead (FBEO)</b>								
Hourly				29.22	30.68	32.21	33.82	35.51
Biweekly				2,337.60	2,454.40	2,576.80	2,705.60	2,840.80
Monthly				5,064.80	5,317.87	5,583.07	5,862.13	6,155.07
Annual				60,777.60	63,814.40	66,996.80	70,345.60	73,860.80
<b>Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)</b>								
Hourly				30.68	32.21	33.82	35.51	37.29
Biweekly				2,454.40	2,576.80	2,705.60	2,840.80	2,983.20
Monthly				5,317.87	5,583.07	5,862.13	6,155.07	6,463.60
Annual				63,814.40	66,996.80	70,345.60	73,860.80	77,563.20

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule adding Assistant City Manager classification effective 7.1.2022. Reso XXXX-2022.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Administrative Analyst (Confidential; Non-Bargaining)</b>								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
<b>Administrative Assistant - Administration (FBEO)</b>								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
<b>Administrative Assistant - Community Development (FBEO)</b>								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
<b>Administrative Assistant - Police (FBEO)</b>								
Hourly				23.67	24.85	26.09	27.39	28.76
Bi-Weekly				1,893.60	1,988.00	2,087.20	2,191.20	2,300.80
Monthly				4,102.80	4,307.33	4,522.27	4,747.60	4,985.07
Annual				49,233.60	51,688.00	54,267.20	56,971.20	59,820.80
<b>Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Assistant City Engineer (FBEO)</b>								
Hourly				31.96	33.56	35.24	37.00	38.85
Bi-Weekly				2,556.80	2,684.80	2,819.20	2,960.00	3,108.00
Monthly				5,539.73	5,817.07	6,108.27	6,413.33	6,734.00
Annual				66,476.80	69,804.80	73,299.20	76,960.00	80,808.00
<b>Assistant City Manager (Executive; At-Will)</b>								
Hourly				47.85	50.24	52.75	55.39	58.16
Bi-Weekly				3,828.00	4,019.20	4,220.00	4,431.20	4,652.80
Monthly				8,294.00	8,708.27	9,143.33	9,600.93	10,081.07
Annual				99,528.00	104,499.20	109,720.00	115,211.20	120,972.80
<b>Assistant Finance Director (Mid-Management; Non-Bargaining)</b>								
Hourly				39.03	40.98	43.03	45.18	47.44
Bi-Weekly				3,122.40	3,278.40	3,442.40	3,614.40	3,795.20
Monthly				6,765.20	7,103.20	7,458.53	7,831.20	8,222.93
Annual				81,182.40	85,238.40	89,502.40	93,974.40	98,675.20



# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule adding Assistant City Manager classification effective 7.1.2022. Reso XXXX-2022.

				Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Planner (FBEO)								
Hourly				30.45	31.97	33.57	35.25	37.01
Bi-Weekly				2,436.00	2,557.60	2,685.60	2,820.00	2,960.80
Monthly				5,278.00	5,541.47	5,818.80	6,110.00	6,415.07
Annual				63,336.00	66,497.60	69,825.60	73,320.00	76,980.80
Assistant to the City Manager (Mid-Management; Non-Bargaining)								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
Associate Planner (FBEO)								
Hourly				31.53	33.11	34.77	36.51	38.34
Bi-Weekly				2,522.40	2,648.80	2,781.60	2,920.80	3,067.20
Monthly				5,465.20	5,739.07	6,026.80	6,328.40	6,645.60
Annual				65,582.40	68,868.80	72,321.60	75,940.80	79,747.20
City Clerk (Mid-Management; Non-Bargaining)								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
City Councilmember (Elected)								
Hourly								
Bi-Weekly				138.46				
Monthly				300.00				
Annual				3,600.00	Plus \$100/mo for Special District Meeting			
City Manager (Executive; At Will; Contract)								
Hourly				76.30				
Bi-Weekly				6,104.12				
Monthly				13,225.58				
Annual				158,707.00				
City Manager (Temporary Executive; At Will)								
Hourly				76.30				
Code Enforcement Officer (FBEO)								
Hourly				30.45	31.97	33.57	35.25	37.01
Bi-Weekly				2,436.00	2,557.60	2,685.60	2,820.00	2,960.80
Monthly				5,278.00	5,541.47	5,818.80	6,110.00	6,415.07
Annual				63,336.00	66,497.60	69,825.60	73,320.00	76,980.80

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule adding Assistant City Manager classification effective 7.1.2022. Reso XXXX-2022.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Community Services Officer (FBPA)</b>								
Hourly				21.42	22.49	23.61	24.79	26.03
Bi-Weekly				1,713.60	1,799.20	1,888.80	1,983.20	2,082.40
Monthly				3,712.80	3,898.27	4,092.40	4,296.93	4,511.87
Annual				44,553.60	46,779.20	49,108.80	51,563.20	54,142.40
<b>Construction Project Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				41.97	44.07	46.27	48.58	51.01
Bi-Weekly				3,357.60	3,525.60	3,701.60	3,886.40	4,080.80
Monthly				7,274.80	7,638.80	8,020.13	8,420.53	8,841.73
Annual				87,297.60	91,665.60	96,241.60	101,046.40	106,100.80
<b>Construction Project Manager (Temporary, Part-time, At-Will)</b>								
				41.97	44.07	46.27	48.58	51.01
<b>Director - Community Development Department (Executive; At Will)</b>								
Hourly				47.85	50.24	52.75	55.39	58.16
Bi-Weekly				3,828.00	4,019.20	4,220.00	4,431.20	4,652.80
Monthly				8,294.00	8,708.27	9,143.33	9,600.93	10,081.07
Annual				99,528.00	104,499.20	109,720.00	115,211.20	120,972.80
<b>Director of Public Works (Executive; At Will)</b>								
Hourly				47.85	50.24	52.75	55.39	58.16
Bi-Weekly				3,828.00	4,019.20	4,220.00	4,431.20	4,652.80
Monthly				8,294.00	8,708.27	9,143.33	9,600.93	10,081.07
Annual				99,528.00	104,499.20	109,720.00	115,211.20	120,972.80
<b>Engineering Technician (FBEO)</b>								
Hourly				28.99	30.44	31.96	33.56	35.24
Bi-Weekly				2,319.20	2,435.20	2,556.80	2,684.80	2,819.20
Monthly				5,024.93	5,276.27	5,539.73	5,817.07	6,108.27
Annual				60,299.20	63,315.20	66,476.80	69,804.80	73,299.20
<b>Environmental Compliance Coordinator (FBEO)</b>								
Hourly				33.53	35.21	36.97	38.82	40.76
Bi-Weekly				2,682.40	2,816.80	2,957.60	3,105.60	3,260.80
Monthly				5,811.87	6,103.07	6,408.13	6,728.80	7,065.07
Annual				69,742.40	73,236.80	76,897.60	80,745.60	84,780.80
<b>Finance Technician I (FBEO)</b>								
Hourly				21.34	22.41	23.53	24.71	25.95
Bi-Weekly				1,707.20	1,792.80	1,882.40	1,976.80	2,076.00
Monthly				3,698.93	3,884.40	4,078.53	4,283.07	4,498.00
Annual				44,387.20	46,612.80	48,942.40	51,396.80	53,976.00
<b>Finance Technician II (FBEO)</b>								
Hourly				23.53	24.71	25.95	27.25	28.61
Bi-Weekly				1,882.40	1,976.80	2,076.00	2,180.00	2,288.80
Monthly				4,078.53	4,283.07	4,498.00	4,723.33	4,959.07
Annual				48,942.40	51,396.80	53,976.00	56,680.00	59,508.80

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule adding Assistant City Manager classification effective 7.1.2022. Reso XXXX-2022.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Finance Technician III (FBEO)</b>								
Hourly				25.93	27.23	28.59	30.02	31.52
Bi-Weekly				2,074.40	2,178.40	2,287.20	2,401.60	2,521.60
Monthly				4,494.53	4,719.87	4,955.60	5,203.47	5,463.47
Annual				53,934.40	56,638.40	59,467.20	62,441.60	65,561.60
<b>Government Accountant I (FBEO)</b>								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
<b>Grant Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Grants Coordinator (FBEO)</b>								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
<b>Housing and Economic Development Coordinator (Confidential; Non-Bargaining)</b>								
Hourly				31.97	33.57	35.25	37.01	38.86
Bi-Weekly				2,557.60	2,685.60	2,820.00	2,960.80	3,108.80
Monthly				5,541.47	5,818.80	6,110.00	6,415.07	6,735.73
Annual				66,497.60	69,825.60	73,320.00	76,980.80	80,828.80
<b>Human Resources Analyst (Confidential; Non-Bargaining)</b>								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
<b>Intern (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				18.00				
<b>Laborer (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				18.00				
<b>Maintenance Worker I - Janitor (FBEO)</b>								
Hourly				17.19	18.05	18.95	19.90	20.90
Bi-Weekly				1,375.20	1,444.00	1,516.00	1,592.00	1,672.00
Monthly				2,979.60	3,128.67	3,284.67	3,449.33	3,622.67
Annual				35,755.20	37,544.00	39,416.00	41,392.00	43,472.00

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule adding Assistant City Manager classification effective 7.1.2022. Reso XXXX-2022.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Maintenance Worker II (FBEO)</b>								
Hourly				22.73	23.87	25.06	26.31	27.63
Bi-Weekly				1,818.40	1,909.60	2,004.80	2,104.80	2,210.40
Monthly				3,939.87	4,137.47	4,343.73	4,560.40	4,789.20
Annual				47,278.40	49,649.60	52,124.80	54,724.80	57,470.40
<b>Maintenance Worker III (FBEO)</b>								
Hourly				23.87	25.06	26.31	27.63	29.01
Bi-Weekly				1,909.60	2,004.80	2,104.80	2,210.40	2,320.80
Monthly				4,137.47	4,343.73	4,560.40	4,789.20	5,028.40
Annual				49,649.60	52,124.80	54,724.80	57,470.40	60,340.80
<b>Maintenance Worker IV (FBEO)</b>								
Hourly				25.05	26.30	27.62	29.00	30.45
Bi-Weekly				2,004.00	2,104.00	2,209.60	2,320.00	2,436.00
Monthly				4,342.00	4,558.67	4,787.47	5,026.67	5,278.00
Annual				52,104.00	54,704.00	57,449.60	60,320.00	63,336.00
<b>Maintenance Worker Lead (FBEO)</b>								
Hourly				27.55	28.93	30.38	31.90	33.50
Bi-Weekly				2,204.00	2,314.40	2,430.40	2,552.00	2,680.00
Monthly				4,775.33	5,014.53	5,265.87	5,529.33	5,806.67
Annual				57,304.00	60,174.40	63,190.40	66,352.00	69,680.00
<b>Mechanic (FBEO)</b>								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
<b>Office Assistant (Temporary Position)</b>								
Hourly				20.00				
<b>Operations Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Operations Supervisor (FBEO)</b>								
Hourly				33.53	35.21	36.97	38.82	40.76
Bi-Weekly				2,682.40	2,816.80	2,957.60	3,105.60	3,260.80
Monthly				5,811.87	6,103.07	6,408.13	6,728.80	7,065.07
Annual				69,742.40	73,236.80	76,897.60	80,745.60	84,780.80

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule adding Assistant City Manager classification effective 7.1.2022. Reso XXXX-2022.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Police Captain (Mid-Management; Non-Bargaining)</b>								
Hourly				55.00	57.75	60.64	63.67	66.85
Bi-Weekly				4,400.00	4,620.00	4,851.20	5,093.60	5,348.00
Monthly				9,533.33	10,010.00	10,510.93	11,036.13	11,587.33
Annual				114,400.00	120,120.00	126,131.20	132,433.60	139,048.00
<b>Police Chief (Executive; At Will)</b>								
Hourly				67.17	70.53	74.06	77.76	81.65
Bi-Weekly				5,373.60	5,642.40	5,924.80	6,220.80	6,532.00
Monthly				11,642.80	12,225.20	12,837.07	13,478.40	14,152.67
Annual				139,713.60	146,702.40	154,044.80	161,740.80	169,832.00
<b>Interim Police Chief (Temporary Executive; At Will)</b>								
Hourly				67.17	70.53	74.06	77.76	81.65
<b>Police Sergeant Intermediate POST (FBPA)</b>								
Hourly				40.47	42.49	44.61	46.84	49.18
Bi-Weekly				3,237.60	3,399.20	3,568.80	3,747.20	3,934.40
Monthly				7,014.80	7,364.93	7,732.40	8,118.93	8,524.53
Annual				84,177.60	88,379.20	92,788.80	97,427.20	102,294.40
<b>Police Sergeant Advance POST (FBPA)</b>								
Hourly				42.79	44.93	47.18	49.54	52.02
Bi-Weekly				3,423.20	3,594.40	3,774.40	3,963.20	4,161.60
Monthly				7,416.93	7,787.87	8,177.87	8,586.93	9,016.80
Annual				89,003.20	93,454.40	98,134.40	103,043.20	108,201.60
<b>Police Officer Basic POST (FBPA)</b>								
Hourly				31.50	33.08	34.73	36.47	38.29
Bi-Weekly				2,520.00	2,646.40	2,778.40	2,917.60	3,063.20
Monthly				5,460.00	5,733.87	6,019.87	6,321.47	6,636.93
Annual				65,520.00	68,806.40	72,238.40	75,857.60	79,643.20
<b>Police Officer Intermediate POST (FBPA)</b>								
Hourly				33.08	34.73	36.47	38.29	40.20
Bi-Weekly				2,646.40	2,778.40	2,917.60	3,063.20	3,216.00
Monthly				5,733.87	6,019.87	6,321.47	6,636.93	6,968.00
Annual				68,806.40	72,238.40	75,857.60	79,643.20	83,616.00
<b>Police Officer Advance POST (FBPA)</b>								
Hourly				34.70	36.44	38.26	40.17	42.18
Bi-Weekly				2,776.00	2,915.20	3,060.80	3,213.60	3,374.40
Monthly				6,014.67	6,316.27	6,631.73	6,962.80	7,311.20
Annual				72,176.00	75,795.20	79,580.80	83,553.60	87,734.40
<b>Police Recruit (1040 hours; FBPA)</b>								
Hourly				27.07				

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule adding Assistant City Manager classification effective 7.1.2022. Reso XXXX-2022.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Public Works Administrative Analyst (FBEO)</b>								
Hourly				25.68	26.96	28.31	29.73	31.22
Bi-Weekly				2,054.40	2,156.80	2,264.80	2,378.40	2,497.60
Monthly				4,451.20	4,673.07	4,907.07	5,153.20	5,411.47
Annual				53,414.40	56,076.80	58,884.80	61,838.40	64,937.60
<a href="https://fortbragg.applicantpro.com/jobs/2145247.html">https://fortbragg.applicantpro.com/jobs/2145247.html</a>								
<b>Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Senior Government Accountant (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Senior Planner (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Social Services Liaison-Crisis Worker (Temporary, Full-Time)</b>								
Hourly				25.00				
<b>Social Services Liaison-Crisis Worker (Temporary, 80% Part-Time)</b>								
				25.00				
<b>Systems Analyst - Lead (Confidential; Non-Bargaining)</b>								
Hourly				31.97	33.57	35.25	37.01	38.86
Bi-Weekly				2,557.60	2,685.60	2,820.00	2,960.80	3,108.80
Monthly				5,541.47	5,818.80	6,110.00	6,415.07	6,735.73
Annual				66,497.60	69,825.60	73,320.00	76,980.80	80,828.80
<b>Systems Analyst (Confidential; Non-Bargaining)</b>								
Hourly				28.59	30.02	31.52	33.10	34.76
Bi-Weekly				2,287.20	2,401.60	2,521.60	2,648.00	2,780.80
Monthly				4,955.60	5,203.47	5,463.47	5,737.33	6,025.07
Annual				59,467.20	62,441.60	65,561.60	68,848.00	72,300.80
<b>Systems Technician (FBEO)</b>								
Hourly				21.93	23.03	24.18	25.39	26.66
Bi-Weekly				1,754.40	1,842.40	1,934.40	2,031.20	2,132.80
Monthly				3,801.20	3,991.87	4,191.20	4,400.93	4,621.07
Annual				45,614.40	47,902.40	50,294.40	52,811.20	55,452.80

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Corrected Salary Schedule adding Assistant City Manager classification effective 7.1.2022. Reso XXXX-2022.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Treatment Plant Operator-in-Training (FBEO)</b>								
Hourly				19.49	20.46	21.48	22.55	23.68
Bi-Weekly				1,559.20	1,636.80	1,718.40	1,804.00	1,894.40
Monthly				3,378.27	3,546.40	3,723.20	3,908.67	4,104.53
Annual				40,539.20	42,556.80	44,678.40	46,904.00	49,254.40
<b>Treatment Plant Operator I (FBEO)</b>								
Hourly				24.19	25.40	26.67	28.00	29.40
Bi-Weekly				1,935.20	2,032.00	2,133.60	2,240.00	2,352.00
Monthly				4,192.93	4,402.67	4,622.80	4,853.33	5,096.00
Annual				50,315.20	52,832.00	55,473.60	58,240.00	61,152.00
<b>Treatment Plant Operator II (FBEO)</b>								
Hourly				25.41	26.68	28.01	29.41	30.88
Biweekly				2,032.80	2,134.40	2,240.80	2,352.80	2,470.40
Monthly				4,404.40	4,624.53	4,855.07	5,097.73	5,352.53
Annual				52,852.80	55,494.40	58,260.80	61,172.80	64,230.40
<b>Treatment Plant Operator - Wastewater, Lead (FBEO)</b>								
Hourly				29.22	30.68	32.21	33.82	35.51
Biweekly				2,337.60	2,454.40	2,576.80	2,705.60	2,840.80
Monthly				5,064.80	5,317.87	5,583.07	5,862.13	6,155.07
Annual				60,777.60	63,814.40	66,996.80	70,345.60	73,860.80
<b>Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)</b>								
Hourly				30.68	32.21	33.82	35.51	37.29
Biweekly				2,454.40	2,576.80	2,705.60	2,840.80	2,983.20
Monthly				5,317.87	5,583.07	5,862.13	6,155.07	6,463.60
Annual				63,814.40	66,996.80	70,345.60	73,860.80	77,563.20



# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 07.03.2022 Resolution (Reso) XXXX-2022 incorporating 4% cost of living adjustment for FBEO and Confidential/Non-Bargaining classifications. Reso XXXX-2022 1% COLA mid-mgmt Reso XXXX-2022 Establish Executive Mgmt Classifications pay rates/ranges.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Administrative Analyst (Confidential; Non-Bargaining)</b>								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
<b>Administrative Assistant - Administration (FBEO)</b>								
Hourly				24.62	25.85	27.14	28.50	29.93
Bi-Weekly				1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly				4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual				51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
<b>Administrative Assistant - Community Development (FBEO)</b>								
Hourly				24.62	25.85	27.14	28.50	29.93
Bi-Weekly				1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly				4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual				51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
<b>Administrative Assistant - Police (FBEO)</b>								
Hourly				24.62	25.85	27.14	28.50	29.93
Bi-Weekly				1,969.60	2,068.00	2,171.20	2,280.00	2,394.40
Monthly				4,267.47	4,480.67	4,704.27	4,940.00	5,187.87
Annual				51,209.60	53,768.00	56,451.20	59,280.00	62,254.40
<b>Assistant Director - Engineering Division (Mid-Management; Non-Bargaining)</b>								
Hourly				36.44	38.26	40.17	42.18	44.29
Bi-Weekly				2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly				6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual				75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
<b>Assistant City Engineer (FBEO)</b>								
Hourly				33.24	34.90	36.65	38.48	40.40
Bi-Weekly				2,659.20	2,792.00	2,932.00	3,078.40	3,232.00
Monthly				5,761.60	6,049.33	6,352.67	6,669.87	7,002.67
Annual				69,139.20	72,592.00	76,232.00	80,038.40	84,032.00
<b>Assistant City Manager (Executive; At-Will)</b>								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
<b>Assistant Finance Director (Mid-Management; Non-Bargaining)</b>								
Hourly				39.42	41.39	43.46	45.63	47.91
Bi-Weekly				3,153.60	3,311.20	3,476.80	3,650.40	3,832.80
Monthly				6,832.80	7,174.27	7,533.07	7,909.20	8,304.40
Annual				81,993.60	86,091.20	90,396.80	94,910.40	99,652.80

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 07.03.2022 Resolution (Reso) XXXX-2022 incorporating 4% cost of living adjustment for FBEO and Confidential/Non-Bargaining classifications. Reso XXXX-2022 1% COLA mid-mgmt Reso XXXX-2022 Establish Executive Mgmt Classifications pay rates/ranges.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Assistant Planner (FBEO)</b>								
Hourly				31.67	33.25	34.91	36.66	38.49
Bi-Weekly				2,533.60	2,660.00	2,792.80	2,932.80	3,079.20
Monthly				5,489.47	5,763.33	6,051.07	6,354.40	6,671.60
Annual				65,873.60	69,160.00	72,612.80	76,252.80	80,059.20
<b>Associate Planner (FBEO)</b>								
Hourly				32.79	34.43	36.15	37.96	39.86
Bi-Weekly				2,623.20	2,754.40	2,892.00	3,036.80	3,188.80
Monthly				5,683.60	5,967.87	6,266.00	6,579.73	6,909.07
Annual				68,203.20	71,614.40	75,192.00	78,956.80	82,908.80
<b>City Clerk (Mid-Management; Non-Bargaining)</b>								
Hourly				36.44	38.26	40.17	42.18	44.29
Bi-Weekly				2,915.20	3,060.80	3,213.60	3,374.40	3,543.20
Monthly				6,316.27	6,631.73	6,962.80	7,311.20	7,676.93
Annual				75,795.20	79,580.80	83,553.60	87,734.40	92,123.20
<b>City Councilmember (Elected)</b>								
Hourly								
Bi-Weekly				138.46				
Monthly				300.00				
Annual				3,600.00	Plus \$100/mo for Special District Meeting			
<b>City Manager (Executive; At Will; Contract)</b>								
Hourly				76.30				
Bi-Weekly				6,104.12				
Monthly				13,225.58				
Annual				158,707.00				
<b>City Manager (Temporary Executive; At Will)</b>								
Hourly				76.30				
<b>Code Enforcement Officer (FBEO)</b>								
Hourly				31.67	33.25	34.91	36.66	38.49
Bi-Weekly				2,533.60	2,660.00	2,792.80	2,932.80	3,079.20
Monthly				5,489.47	5,763.33	6,051.07	6,354.40	6,671.60
Annual				65,873.60	69,160.00	72,612.80	76,252.80	80,059.20
<b>Community Services Officer (FBPA)</b>								
Hourly				22.06	23.16	24.32	25.54	26.82
Bi-Weekly				1,764.80	1,852.80	1,945.60	2,043.20	2,145.60
Monthly				3,823.73	4,014.40	4,215.47	4,426.93	4,648.80
Annual				45,884.80	48,172.80	50,585.60	53,123.20	55,785.60
<b>Construction Project Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				42.39	44.51	46.74	49.08	51.53
Bi-Weekly				3,391.20	3,560.80	3,739.20	3,926.40	4,122.40
Monthly				7,347.60	7,715.07	8,101.60	8,507.20	8,931.87
Annual				88,171.20	92,580.80	97,219.20	102,086.40	107,182.40

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 07.03.2022 Resolution (Reso) XXXX-2022 incorporating 4% cost of living adjustment for FBEO and Confidential/Non-Bargaining classifications. Reso XXXX-2022 1% COLA mid-mgmt Reso XXXX-2022 Establish Executive Mgmt Classifications pay rates/ranges.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Construction Project Manager (Temporary, Part-time, At-Will)</b>								
				42.39	44.51	46.74	49.08	51.53
<b>Director - Community Development Department (Executive; At Will)</b>								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
<b>Director - Finance/City Treasurer (Executive; At-Will)</b>								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
<b>Director of Public Works (Executive; At Will)</b>								
Hourly				49.29	51.75	54.34	57.06	59.91
Bi-Weekly				3,943.20	4,140.00	4,347.20	4,564.80	4,792.80
Monthly				8,543.60	8,970.00	9,418.93	9,890.40	10,384.40
Annual				102,523.20	107,640.00	113,027.20	118,684.80	124,612.80
<b>Engineering Technician (FBEO)</b>								
Hourly				30.15	31.66	33.24	34.90	36.65
Bi-Weekly				2,412.00	2,532.80	2,659.20	2,792.00	2,932.00
Monthly				5,226.00	5,487.73	5,761.60	6,049.33	6,352.67
Annual				62,712.00	65,852.80	69,139.20	72,592.00	76,232.00
<b>Environmental Compliance Coordinator (FBEO)</b>								
Hourly				34.87	36.61	38.44	40.36	42.38
Bi-Weekly				2,789.60	2,928.80	3,075.20	3,228.80	3,390.40
Monthly				6,044.13	6,345.73	6,662.93	6,995.73	7,345.87
Annual				72,529.60	76,148.80	79,955.20	83,948.80	88,150.40
<b>Finance Technician I (FBEO)</b>								
Hourly				22.19	23.30	24.47	25.69	26.97
Bi-Weekly				1,775.20	1,864.00	1,957.60	2,055.20	2,157.60
Monthly				3,846.27	4,038.67	4,241.47	4,452.93	4,674.80
Annual				46,155.20	48,464.00	50,897.60	53,435.20	56,097.60
<b>Finance Technician II (FBEO)</b>								
Hourly				24.47	25.69	26.97	28.32	29.74
Bi-Weekly				1,957.60	2,055.20	2,157.60	2,265.60	2,379.20
Monthly				4,241.47	4,452.93	4,674.80	4,908.80	5,154.93
Annual				50,897.60	53,435.20	56,097.60	58,905.60	61,859.20

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 07.03.2022 Resolution (Reso) XXXX-2022 incorporating 4% cost of living adjustment for FBEO and Confidential/Non-Bargaining classifications. Reso XXXX-2022 1% COLA mid-mgmt Reso XXXX-2022 Establish Executive Mgmt Classifications pay rates/ranges.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Finance Technician III (FBEO)</b>								
Hourly				26.97	28.32	29.74	31.23	32.79
Bi-Weekly				2,157.60	2,265.60	2,379.20	2,498.40	2,623.20
Monthly				4,674.80	4,908.80	5,154.93	5,413.20	5,683.60
Annual				56,097.60	58,905.60	61,859.20	64,958.40	68,203.20
<b>Government Accountant I (FBEO)</b>								
Hourly				29.73	31.22	32.78	34.42	36.14
Bi-Weekly				2,378.40	2,497.60	2,622.40	2,753.60	2,891.20
Monthly				5,153.20	5,411.47	5,681.87	5,966.13	6,264.27
Annual				61,838.40	64,937.60	68,182.40	71,593.60	75,171.20
<b>Grants Coordinator (FBEO)</b>								
Hourly				29.73	31.22	32.78	34.42	36.14
Bi-Weekly				2,378.40	2,497.60	2,622.40	2,753.60	2,891.20
Monthly				5,153.20	5,411.47	5,681.87	5,966.13	6,264.27
Annual				61,838.40	64,937.60	68,182.40	71,593.60	75,171.20
<b>Housing and Economic Development Coordinator (Confidential; Non-Bargaining)</b>								
Hourly				33.25	34.91	36.66	38.49	40.41
Bi-Weekly				2,660.00	2,792.80	2,932.80	3,079.20	3,232.80
Monthly				5,763.33	6,051.07	6,354.40	6,671.60	7,004.40
Annual				69,160.00	72,612.80	76,252.80	80,059.20	84,052.80
<b>Human Resources Analyst (Confidential; Non-Bargaining)</b>								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
<b>Intern (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				18.00				
<b>Laborer (Part-time, Less than 20 hours week; Non-Bargaining)</b>								
Hourly				18.00				
<b>Maintenance Worker I - Janitor (FBEO)</b>								
Hourly				20.80	21.84	22.93	24.08	25.28
Bi-Weekly				1664.00	1747.20	1834.40	1926.40	2022.40
Monthly				3,605.33	3,785.60	3,974.53	4,173.87	4,381.87
Annual				43,264.00	45,427.20	47,694.40	50,086.40	52,582.40
<b>Maintenance Worker II (FBEO)</b>								
Hourly				23.64	24.82	26.06	27.36	28.73
Bi-Weekly				1,891.20	1,985.60	2,084.80	2,188.80	2,298.40
Monthly				4,097.60	4,302.13	4,517.07	4,742.40	4,979.87
Annual				49,171.20	51,625.60	54,204.80	56,908.80	59,758.40

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 07.03.2022 Resolution (Reso) XXXX-2022 incorporating 4% cost of living adjustment for FBEO and Confidential/Non-Bargaining classifications. Reso XXXX-2022 1% COLA mid-mgmt Reso XXXX-2022 Establish Executive Mgmt Classifications pay rates/ranges.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Maintenance Worker III (FBEO)</b>								
Hourly				24.82	26.06	27.36	28.73	30.17
Bi-Weekly				1,985.60	2,084.80	2,188.80	2,298.40	2,413.60
Monthly				4,302.13	4,517.07	4,742.40	4,979.87	5,229.47
Annual				51,625.60	54,204.80	56,908.80	59,758.40	62,753.60
<b>Maintenance Worker IV (FBEO)</b>								
Hourly				26.05	27.35	28.72	30.16	31.67
Bi-Weekly				2,084.00	2,188.00	2,297.60	2,412.80	2,533.60
Monthly				4,515.33	4,740.67	4,978.13	5,227.73	5,489.47
Annual				54,184.00	56,888.00	59,737.60	62,732.80	65,873.60
<b>Maintenance Worker Lead (FBEO)</b>								
Hourly				28.65	30.08	31.58	33.16	34.82
Bi-Weekly				2,292.00	2,406.40	2,526.40	2,652.80	2,785.60
Monthly				4,966.00	5,213.87	5,473.87	5,747.73	6,035.47
Annual				59,592.00	62,566.40	65,686.40	68,972.80	72,425.60
<b>Mechanic (FBEO)</b>								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
<b>Office Assistant (Temporary Position)</b>								
Hourly				20.00				
<b>Operations Manager (Mid-Management; Non-Bargaining)</b>								
Hourly				36.08	37.88	39.77	41.76	43.85
Bi-Weekly				2,886.40	3,030.40	3,181.60	3,340.80	3,508.00
Monthly				6,253.87	6,565.87	6,893.47	7,238.40	7,600.67
Annual				75,046.40	78,790.40	82,721.60	86,860.80	91,208.00
<b>Operations Supervisor (FBEO)</b>								
Hourly				34.87	36.61	38.44	40.36	42.38
Bi-Weekly				2,789.60	2,928.80	3,075.20	3,228.80	3,390.40
Monthly				6,044.13	6,345.73	6,662.93	6,995.73	7,345.87
Annual				72,529.60	76,148.80	79,955.20	83,948.80	88,150.40
<b>Police Captain (Mid-Management; Non-Bargaining)</b>								
Hourly				55.55	58.33	61.25	64.31	67.53
Bi-Weekly				4,444.00	4,666.40	4,900.00	5,144.80	5,402.40
Monthly				9,628.67	10,110.53	10,616.67	11,147.07	11,705.20
Annual				115,544.00	121,326.40	127,400.00	133,764.80	140,462.40
<b>Police Chief (Executive; At Will)</b>								
Hourly				69.19	72.65	76.28	80.09	84.09
Bi-Weekly				5,373.60	5,812.00	6,102.40	6,407.20	6,727.20
Monthly				11,642.80	12,592.67	13,221.87	13,882.27	14,575.60
Annual				139,713.60	151,112.00	158,662.40	166,587.20	174,907.20

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 07.03.2022 Resolution (Reso) XXXX-2022 incorporating 4% cost of living adjustment for FBEO and Confidential/Non-Bargaining classifications. Reso XXXX-2022 1% COLA mid-mgmt Reso XXXX-2022 Establish Executive Mgmt Classifications pay rates/ranges.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Interim Police Chief (Temporary Executive; At Will)</b>								
Hourly				69.19	72.65	76.28	80.09	84.09
<b>Police Sergeant Intermediate POST (FBPA)</b>								
Hourly				41.68	43.76	45.95	48.25	50.66
Bi-Weekly				3,334.40	3,500.80	3,676.00	3,860.00	4,052.80
Monthly				7,224.53	7,585.07	7,964.67	8,363.33	8,781.07
Annual				86,694.40	91,020.80	95,576.00	100,360.00	105,372.80
<b>Police Sergeant Advance POST (FBPA)</b>								
Hourly				44.07	46.27	48.58	51.01	53.56
Bi-Weekly				3,525.60	3,701.60	3,886.40	4,080.80	4,284.80
Monthly				7,638.80	8,020.13	8,420.53	8,841.73	9,283.73
Annual				91,665.60	96,241.60	101,046.40	106,100.80	111,404.80
<b>Police Officer Basic POST (FBPA)</b>								
Hourly				32.45	34.07	35.77	37.56	39.44
Bi-Weekly				2,596.00	2,725.60	2,861.60	3,004.80	3,155.20
Monthly				5,624.67	5,905.47	6,200.13	6,510.40	6,836.27
Annual				67,496.00	70,865.60	74,401.60	78,124.80	82,035.20
<b>Police Officer Intermediate POST (FBPA)</b>								
Hourly				34.07	35.77	37.56	39.44	41.41
Bi-Weekly				2,725.60	2,861.60	3,004.80	3,155.20	3,312.80
Monthly				5,905.47	6,200.13	6,510.40	6,836.27	7,177.73
Annual				70,865.60	74,401.60	78,124.80	82,035.20	86,132.80
<b>Police Officer Advance POST (FBPA)</b>								
Hourly				35.74	37.53	39.41	41.38	43.45
Bi-Weekly				2,859.20	3,002.40	3,152.80	3,310.40	3,476.00
Monthly				6,194.93	6,505.20	6,831.07	7,172.53	7,531.33
Annual				74,339.20	78,062.40	81,972.80	86,070.40	90,376.00
<b>Police Recruit (1040 hours; FBPA)</b>								
Hourly				27.88				
<b>Police Services Transporter: (Part-Time/On-Call, 1000 Max Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Public Works Administrative Analyst (FBEO)</b>								
Hourly				26.71	28.05	29.45	30.92	32.47
Bi-Weekly				2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
Monthly				4,629.73	4,862.00	5,104.67	5,359.47	5,628.13
Annual				55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
<b>Seasonal: Laborer (1000 Maximum Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				

# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 07.03.2022 Resolution (Reso) XXXX-2022 incorporating 4% cost of living adjustment for FBEO and Confidential/Non-Bargaining classifications. Reso XXXX-2022 1% COLA mid-mgmt Reso XXXX-2022 Establish Executive Mgmt Classifications pay rates/ranges.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Seasonal: Parking Enforcement Attendant (Part-Time, 1000 Max Annual Hours; Non-Bargaining)</b>								
Hourly				18.00				
<b>Social Services Liaison-Crisis Worker (Temporary, Full-Time)</b>								
Hourly				25.00				
<b>Social Services Liaison-Crisis Worker (Temporary, 80% Part-Time)</b>								
				25.00				
<b>Systems Analyst - Lead (Confidential; Non-Bargaining)</b>								
Hourly				33.25	34.91	36.66	38.49	40.41
Bi-Weekly				2,660.00	2,792.80	2,932.80	3,079.20	3,232.80
Monthly				5,763.33	6,051.07	6,354.40	6,671.60	7,004.40
Annual				69,160.00	72,612.80	76,252.80	80,059.20	84,052.80
<b>Systems Analyst (Confidential; Non-Bargaining)</b>								
Hourly				29.73	31.22	32.78	34.42	36.14
Bi-Weekly				2,378.40	2,497.60	2,622.40	2,753.60	2,891.20
Monthly				5,153.20	5,411.47	5,681.87	5,966.13	6,264.27
Annual				61,838.40	64,937.60	68,182.40	71,593.60	75,171.20
<b>Systems Technician (FBEO)</b>								
Hourly				22.81	23.95	25.15	26.41	27.73
Bi-Weekly				1,824.80	1,916.00	2,012.00	2,112.80	2,218.40
Monthly				3,953.73	4,151.33	4,359.33	4,577.73	4,806.53
Annual				47,444.80	49,816.00	52,312.00	54,932.80	57,678.40
<b>Treatment Plant Operator-in-Training (FBEO)</b>								
Hourly				20.27	21.28	22.34	23.46	24.63
Bi-Weekly				1,621.60	1,702.40	1,787.20	1,876.80	1,970.40
Monthly				3,513.47	3,688.53	3,872.27	4,066.40	4,269.20
Annual				42,161.60	44,262.40	46,467.20	48,796.80	51,230.40
<b>Treatment Plant Operator I (FBEO)</b>								
Hourly				25.16	26.42	27.74	29.13	30.59
Bi-Weekly				2,012.80	2,113.60	2,219.20	2,330.40	2,447.20
Monthly				4,361.07	4,579.47	4,808.27	5,049.20	5,302.27
Annual				52,332.80	54,953.60	57,699.20	60,590.40	63,627.20
<b>Treatment Plant Operator II (FBEO)</b>								
Hourly				26.43	27.75	29.14	30.60	32.13
Biweekly				2,114.40	2,220.00	2,331.20	2,448.00	2,570.40
Monthly				4,581.20	4,810.00	5,050.93	5,304.00	5,569.20
Annual				54,974.40	57,720.00	60,611.20	63,648.00	66,830.40
<b>Treatment Plant Operator - Wastewater, Lead (FBEO)</b>								
Hourly				30.39	31.91	33.51	35.19	36.95
Biweekly				2,431.20	2,552.80	2,680.80	2,815.20	2,956.00
Monthly				5,267.60	5,531.07	5,808.40	6,099.60	6,404.67
Annual				63,211.20	66,372.80	69,700.80	73,195.20	76,856.00



# CITY OF FORT BRAGG SALARY RATE COMPENSATION PLAN

Effective 07.03.2022 Resolution (Reso) XXXX-2022 incorporating 4% cost of living adjustment for FBEO and Confidential/Non-Bargaining classifications. Reso XXXX-2022 1% COLA mid-mgmt Reso XXXX-2022 Establish Executive Mgmt Classifications pay rates/ranges.

				Step 1	Step 2	Step 3	Step 4	Step 5
<b>Treatment Plant Operator - Water, Collection and Distribution, Lead (FBEO)</b>								
Hourly				31.91	33.51	35.19	36.95	38.80
Biweekly				2,552.80	2,680.80	2,815.20	2,956.00	3,104.00
Monthly				5,531.07	5,808.40	6,099.60	6,404.67	6,725.33
Annual				66,372.80	69,700.80	73,195.20	76,856.00	80,704.00



# City of Fort Bragg

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

## Text File

**File Number: 22-458**

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5I.

Adopt Joint City Council/Municipal Improvement District Resolution Authorizing Execution of an Employment Agreement for City/District Manager with Peggy Ducey

Adoption of this resolution will approve the employment contract appointing Peggy Ducey as City Manager for the City of Fort Bragg and District Manager for the Fort Bragg Municipal Improvement District No. 1.

**RESOLUTION NO. \_\_\_\_-2022**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING THE EXECUTION  
OF AN EMPLOYMENT AGREEMENT FOR CITY MANAGER WITH PEGGY DUCEY**

**and**

**RESOLUTION NO. ID \_\_\_\_-2022**

**RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD  
AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT FOR DISTRICT  
MANAGER WITH PEGGY DUCEY**

**WHEREAS**, Fort Bragg City Manager Tabatha Miller served the City of Fort Bragg from March 5, 2018 to January 2, 2022; and

**WHEREAS**, in order to ensure the continuity of leadership of the City's operations and administration, the City Council chose to appoint David Spaur to serve as Interim City Manager beginning January 3, 2022 to June 30, 2022; and

**WHEREAS**, the City Council continued pursue selection of a City Manager and appointed Sarah McCormick to serve as Acting City Manager beginning July 1, 2022 until a new Interim City Manager or permanent City Manager was appointed; and

**WHEREAS**, the City Council offered the position of Interim City Manager to Peggy Ducey who possesses the necessary skills and experience to perform the duties of the City Manager; and

**WHEREAS**, the City Council appointed Peggy Ducey as the Interim City Manager effective July 25, 2022; and

**WHEREAS**, the City Council/District Board has reviewed the experience and qualifications of Peggy Ducey to serve as City Manager of the City and District Manager of the District and has determined on the basis of her experience and qualifications that she is knowledgeable in the field of governmental and municipal administration; and

**WHEREAS**, the City Council/District Board believes that it is in the best interests of the City to employ Peggy Ducey as City/District Manager and to provide for the terms and conditions of City/District Manager's employment through an employment agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fort Bragg/District Board of the Fort Bragg Municipal Improvement District No. 1 as follows:

**Section 1.** The City Council/District Board and Peggy Ducey have agreed to the terms and conditions set forth in the City/District Manager's employment agreement.

**Section 2.** The City Council/District Board approve the City Manager Employment Agreement, attached hereto as Exhibit "A", and incorporated herein by this reference, and authorizes the Mayor to execute the City Manager Employment Agreement with Peggy Ducey.

**The above and foregoing Resolution was introduced by Council/Board Member \_\_\_\_, seconded by Council/Board Member \_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg/District Board of the Fort Bragg**

**Municipal Improvement District No. 1 held on the 12th day of September, 2022, by the following vote:**

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

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**Bernie Norvell  
Mayor/Chair**

**ATTEST:**

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**June Lemos, MMC  
City/District Clerk**



## **CITY OF FORT BRAGG**

*Incorporated August 5, 1889*

416 N. Franklin St.

Fort Bragg, CA 95437

Phone: (707) 961-2823

Fax: (707) 961-2802

<http://city.fortbragg.com>

September 6, 2022

Peggy Ducey  
24600 N. Highway 1  
Fort Bragg, CA 95437

### **RE: Offer of Employment**

Dear Ms. Ducey:

As the Mayor of Fort Bragg, and on behalf of the entire City Council, I would like to welcome you as our City Manager. Upon your approval and signature applied to the attached Agreement, the City Council will vote on your appointment this September 12, 2022.

Congratulations! I am pleased to offer you employment with the City of Fort Bragg. This letter confirms our offer and employment agreement based upon your approval and signature. The Council and I agree to your appointment to the City Manager position as of September 13, 2022. Please find the attached Employment Agreement for your signature and return at you earliest convenience and we will schedule your appointment for the evening of September 12, 2022. This Letter of Offer is conditioned upon the successful completion of a LiveScan background verification.

We look forward to continuing a long and mutually beneficial working relationship with you.

Sincerely,

Bernie Norvell  
Mayor City of Fort Bragg

Enclosures:  
*Employment Agreement*

**CITY MANAGER EMPLOYMENT AGREEMENT**  
**Between the City of Fort Bragg,**  
**a Municipal Corporation,**  
**and Peggy Ducey**

**1. Parties and Date**

This Agreement is dated September 12, 2022, and is effective as of final approval by the City of Fort Bragg City Council, by and between the City of Fort Bragg, California, a municipal corporation (the "City"), and Peggy Ducey, an individual (the "City Manager") (collectively the "Parties").

- A. The City requires the services of a City Manager;
- B. The City Manager has the necessary education, experience, skills and expertise to serve as the City's City Manager;
- C. The City Council of the City (the "City Council") desires to employ the City Manager to serve as the City Manager of City;
- D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 et seq.; and
- E. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

**2. Employment**

The City hereby employs the City Manager as its City Manager, and the City Manager hereby accepts such employment.

**3. Commitments and Understandings**

A. The City Manager's Commitments

1. Duties & Authority

- a) The City Manager shall be the Chief Executive Officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.
- b) The City Manager shall perform all of the duties of the City Manager as set forth in Chapter 2.16 of the Fort Bragg Municipal Code (the "Municipal Code"), the California Government Code, and City resolutions, policies and procedures approved by the City Council, as may be provided from time to time.
- c) The City Council designates the City Manager as the chief executive of other City-related legal entities. Such other legal entities include: the Successor Agency to the Redevelopment Agency of the City of Fort Bragg; the City's financing authority; its joint powers authorities; and the City of Fort Bragg Municipal Improvement District No.1.
- d) To accomplish this, City Manager shall have the power and be required to:

- a. As necessary attend meetings of the City Council, unless excused by time-off, vacation, travel or by the Mayor, and take part in the discussion of all matters before the City Council.
- b. Review all agenda documents before preparing the agenda for any regular or special meetings of the City Council.
- c. Direct the work of all appointive City officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. The City Manager will direct the work of those employees in conducting the day to day duties and affairs of the City, to the extent those duties do not directly conflict with their obligations to the City Council as direct appointees of the City Council. The City Manager may undertake any study or investigation that is necessary or desirable, or as directed by the City Council. The City Manager shall endeavor to implement changes that the City Manager believes will result in greater efficiency, economy, or improved public service in the administration of City affairs.
- d. Recommend to the City Council adoption of such measures as the City Manager may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.
- e. Consolidate, combine, or reorganize offices, positions, departments, or units under the City Manager's jurisdiction. The City Manager may be the head of one or more City departments.
- f. Conduct research in administrative practices in order to bring about greater efficiency and economy in City government, and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.
- g. Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.
- h. Exercise control of City government in emergencies as authorized by the Municipal Code and California law.

## 2. Hours of Work

- a) The City Manager is an exempt employee without set hours of work, but is expected to be available at all times and to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position.
- b) The City Manager shall spend sufficient hours on site to perform the City Manager's duties; however, the City Manager has discretion over the City Manager's work schedule and work location.

### 3. Disability or Inability to Perform

In the event the City Manager becomes mentally or physically incapable of performing the City Manager's functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six months; the City Council may terminate the City Manager. If the City Council does elect to terminate the City Manager due to incapacity, the City Manager shall receive all severance benefits provided in Section 5.C. under Severance Pay.

#### B. City Commitments

1. The City shall provide the City Manager with the compensation, incentives and benefits specified in this Agreement.
2. The City shall provide the City Manager with office space, staff, equipment, supplies, automobile allowance, and all other facilities and services adequate for the performance of the City Manager's duties.
3. The City shall pay for or provide the City Manager reimbursement for all actual business expenses. The City shall provide the City Manager a credit card to charge appropriate and lawful business expenses.
4. The City agrees to pay the professional dues and subscriptions on behalf of the City Manager for participation in national, regional, state, or local associations and organizations, as necessary and desirable for the good of the City, and for the City Manager's continued professional participation and advancement.
5. The City agrees to pay the travel and subsistence expenses of the City Manager for purposes such as official functions, meetings, occasions, short courses, institutes and seminars that are necessary for the good of the City or for the professional development of the City Manager.
6. The City agrees to appropriate \$1,800 per year, to be used as needed, for continuing education expenses associated with maintaining professional licenses and furthering professional development of the City Manager.

#### C. City Council Commitments

1. The City Council sets policy for the governance and administration of the City, and it implements its policies through the City Manager.
2. Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through the City Manager or the City Manager's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately.
3. The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment under the supervision and control of the City Manager.
4. The City Council agrees that any criticism of a City staff member shall be done privately through the City Manager.
5. Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Manager. The City Manager shall take orders and instructions from the City Council only when it is sitting as a body in a lawfully held meeting.



#### D. Mutual Commitments

##### 1. Performance Evaluation

- a) The City Council recognizes that for the City Manager to respond to its needs and to grow in the performance of the City Manager's job, the City Manager needs to know how the City Council members evaluate the City Manager's performance. To assure that the City Manager gets this feedback, the City Council shall conduct an evaluation of the City Manager's performance at least once each year, and/or when it deems necessary to discuss any concerns or direction in performance.
- b) The City Council and City Manager shall jointly define goals and performance objectives which they deem necessary for the proper operation of the City in the attainment of the City Council's policy objectives, and shall establish the relative priority among the various goals and objectives.

##### 2. ICMA Code of Ethics

- a) The Parties acknowledge that the City Manager is committed to the ideals of the International City Management Association ("ICMA"). The Parties mutually desire that the City Manager be subject to and comply with the ICMA Code of Ethics.
- b) The City Manager commits to comply with the ICMA Code of Ethics.
- c) The City and the City Council agree that neither the City Council nor any of its members will give the City Manager any order, direction, or request that would require the City Manager to violate the ICMA Code of Ethics.

#### 4. **COMPENSATION**

The City agrees to provide the following compensation to the City Manager during the term of the agreement:

##### A. Salary

- 1. The annual base salary for the position of City Manager shall be \$178,000. This salary may be increased by amendment to this Agreement.
- 2. The City Manager shall be paid at the same intervals and in the same manner as regular City employees; in the event that there are more than twenty-six pay periods in a calendar year the periodic payments shall be adjusted accordingly so that the salary shall not exceed any amount approved by the City Council.
- 3. The City shall not at any time during the term of this Agreement, reduce the base salary, compensation or other financial benefits of the City Manager, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.
- 4. Deferred Compensation. The City shall contribute \$1,000 monthly to City Manager's 457 deferred compensation plan.

##### B. Benefits

City of Fort Bragg City Manager Employment Agreement – Ducey

In addition to salary, the City Manager shall be entitled to the following specific benefits:

1. Retirement. City Manager shall be a member of the California Public Employees' Retirement System (CalPERS) at the PEPPRA 2% at 62 formula. City Manager shall pay City Manager's contribution to CalPERS at 7.25%, City shall pay the required Employer contribution of 7.76%.
2. Life Insurance. City shall obtain and pay for a life insurance policy for City Manager in the amount of \$200,000.
3. Health Insurance. City shall pay 100% of the premiums for medical, dental and vision plans for City Manager and dependents. City Manager shall receive all other insurance benefits as employees in the management unit.
4. Sick Leave and Vacation.

(a) Sick Leave:

- i. Accrual: City Manager shall accrue sick leave at a rate of eight (8) hours per month, with forty (40) hours loaded effective with the appointment to the City Manager position. Thereafter, and sick leave may be accrued with no maximum limit.
- ii. Personal Use: Sick leave may be used as it is accrued. It is to be used for illness or injury and may not be used to supplement days off.
- iii. Family Care Use: Accrued sick leave may be used for care of children, siblings and parents (be they natural, adoptive, step or foster of the employee or their current spouse or domestic partner), or spouse or domestic partner, to a maximum of one hundred twenty (120) hours in the calendar year of January 1 through December 31.
- iv. Conversion: Sick leave accrued in excess of eight hundred (800) hours may be converted to vacation on the basis of three (3) hours of vacation time for each ten (10) hours of sick leave accrued and converted.
- v. Up to 25% of sick leave accrued in excess of one thousand (1,000) hours may be converted to vacation on the basis of one (1) hour of vacation time for each one (1) hour of sick leave accrued and converted.
- vi. Conversions may be made once in each calendar year.
- vii. Transfer: City Manager may transfer accrued sick leave to another employee in cases of emergency.
- viii. Compensation on Separation: Upon separation after two or more years of service, City Manager shall be paid for 30% of unused accrued sick leave. Such compensation is not applicable if City Manager is discharged for cause.

- ix. Family and Medical Leave: City Manager shall be entitled to leave as provided for in the Family and Medical Leave Act (FMLA) of 1993 and the California Family Rights Act (CFRA).

- (b) Vacation Leave: One (1) week on the books upon starting. Vacation hours shall accrue at a rate of 120 hours per year. The vacation hours shall accrual rate shall increase to 160 hours per year upon the anniversary of City Manager's 5th year of service, and increase to 200 hours per year at 10 years of service. City Manager accrual of vacation hours shall be capped at 360 hours. Accrued vacation time may be used, at a minimum, in blocks of one (1) hour or more. The date of vacation may be selected by the City Manager. Once during each fiscal year, a maximum of 80 hours of vacation leave may be cashed in. At the time the cash-in option is exercised, the City Manager must retain a minimum of 40 hours of vacation leave.

5. Car and Cell Phone Allowance. City Manager shall be paid a car allowance in the amount of \$400 a month and a technology allowance in the amount of \$40 per month for a City Manager owned cell phone and, if applicable, \$20 per month for a City Manager owned tablet, all payable on the City's regular payroll under the procedures currently used by the City for making such payments.

## 6. Other Benefits

The City Manager shall be entitled to the following benefits:

- (a) Executive Leave. City Manager shall receive 80 hours of Executive Leave annually accrued as of January 1. Executive Leave must be taken as time off and is not compensable upon termination. If the leave is not used by December 31 of each year, the unused balance will carry forward to the following year. This will be prorated if hired after January 1<sup>st</sup> of the year.
- (b) City Manager shall receive 12 designated paid holidays per year and one floating holiday per year to be observed during each fiscal year (July 1-June 30). Specified holidays are as follows:

January 1 (New Year's Day)  
3rd Monday in January (Martin Luther King Jr. Day)  
3rd Monday in February (Presidents Day)  
Last Monday in May (Memorial Day)  
July 4 (Independence Day)  
1st Monday in September (Labor Day)  
2nd Monday in October (Indigenous Peoples' Day)  
November 11 (Veterans Day)  
4th Thursday in November (Thanksgiving)  
Friday after Thanksgiving  
December 24 (Christmas Eve)  
December 25 (Christmas Day)

In addition, any day proclaimed by the Governor and recognized by the City Council as a public holiday, day of mourning or day of thanksgiving shall be provided as a holiday.

One "floating holiday" may be taken as time off only, scheduled with due regard to the wishes of the employee and convenience of the City. Floating holidays, defined as eight hours, may not be carried forward from one fiscal year to the next and must be used no later than the last regularly scheduled pay date prior to June 30th of each fiscal year. Unused floating holidays are deemed to be lost, if not used, at the end of each fiscal year or upon termination of

City of Fort Bragg City Manager Employment Agreement – Ducey

employment. Floating holiday time may not be exchanged for actual compensation under any circumstances.

- (c) Bereavement Leave. When a death occurs in the City Manager's immediate family, the City Manager shall be granted necessary time off of up to five consecutive work days, with compensation, for the purpose of attending the funeral and/or to personal affairs.
- (d) Jury Duty. If the City Manager is summoned to serve on jury duty during an on-duty day, they shall be entitled to leave of absence with full pay for such period of time as may be required to attend the court in response to such summons. The City Manager may retain such payment as may be allowed for travel, lodging and meal expenses. The City Manager shall not be required to submit to the City compensation received from the court for jury duty in order to receive full pay and expenses referenced above.

## **5. SEPARATION**

### **A. Resignation/Retirement**

The City Manager may resign at any time and agrees to give the City at least 45 days' advance written notice of the effective date of the City Manager's resignation, unless the Parties otherwise agree in writing. If the City Manager retires from full time public service with the City, the City Manager may provide six months' advance notice. The City Manager's actual retirement date will be mutually established.

### **B. Termination & Removal**

1. City Manager is an exempt at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506.
2. The City Council may remove the City Manager at any time, either with or without cause, by a majority vote of its members at a noticed and conducted meeting of the City Council. Notice of termination shall be provided to the City Manager in writing. The City Council may also elect not to renew this Agreement. Notice of nonrenewal shall also be provided to the City Manager in writing. The City Council understands that termination or nonrenewal of employment without cause could result in an adverse financial impact not completely mitigated by any severance compensation as provided in this Agreement. Therefore, the City Council agrees that if termination or nonrenewal is made without cause, it shall provide not less than 180 days' notice of termination to the City Manager. If the City Manager resigns after receiving notice of termination, or notice of nonrenewal, the resignation shall be considered "involuntary" as described in Section 5.D. of this Agreement. Termination as used in this section shall also include a request that the City Manager resign, a reduction in salary or other financial benefits of the City Manager (excluding a general City Management salary reduction), a material reduction in the powers and authority of the City Manager, or the elimination of the City Manager's position. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed and conducted meeting of the City Council.
3. Except as provided in Municipal Code Section 2.16.050, the City Manager shall not be terminated during the 90-day period following any City election for membership on the City Council. City Council has agreed to provide a six (6) month period from January 1, 2023 to June 30, 2023 to not terminate after the election of November 8, 2022 due to a new majority elected to Council.

### **C. Severance Pay**

City of Fort Bragg City Manager Employment Agreement – Ducey

1. In the event the City Manager is terminated by the City Council during such time that the City Manager is willing and able to perform the City Manager's duties under this Agreement, the City shall pay the City Manager a lump sum cash payment equal to the lesser of (a) the actual number of months' salary remaining on the current term of employment and the cash equivalent of health (medical, dental and vision) benefits for that same period, or (b) six (6) months' base salary and cash equivalent of health (medical, dental and vision) benefits then in effect as provided in Section 4 above. It is the intention of the parties that this paragraph complies with the requirements of Government Code Section 53260 et seq. When provided by California Intergovernmental Risk Authority or CIRA Insurance an additional six (6) month's salary may be provided by the insurance company. In the event of any conflict between this provision and those code sections, the terms of those code sections shall govern the contractual relationship between the employer and employee.
2. In addition, the City shall extend to the City Manager the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).
3. In the event the City refuses, following written notice of non-compliance, to comply with any provision in this Employment Agreement benefiting the City Manager, or the City Manager resigns following a suggestion, whether formal or informal, by a majority of the City Council that the City Manager resign, then, in that event, the City Manager may, at the City Manager's option, be deemed to be "terminated" as of the date of such refusal to comply or suggestion to resign and this severance pay provision shall be actuated.
4. All payments required under this Section 5 are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260.

D. Involuntary Resignation

1. In the event that the City Council formally or a majority of the City Council informally asks the City Manager to resign, then the City Manager shall be entitled to resign and still receive the severance benefits provided in Section 5.C. above.
2. The City Manager has relied upon the provisions of the Municipal Code upon entering into this Agreement, as it pertains to the City Manager's role, powers, duties, authority, responsibilities, compensation, and benefits. In the event the City Council adds, deletes or amends the Municipal Code without the consent of the City Manager, and such addition, deletion or amendment is inconsistent with the terms of this Agreement and the City Manager's role, powers, duties, authority, responsibilities, compensation and benefits as currently provided, then the City Manager shall have the right, at the City Manager's sole option, to give the City Council notice that such amendment(s) constitute a request by the City Council for the City Manager's involuntary resignation.
3. Upon receipt of such notice the City Council shall have thirty (30) days in which to do one of the following: (a) rescind the amendment(s); (b) renegotiate this Agreement to the City Manager's satisfaction; (c) confirm that the City Manager is being asked to involuntarily resign; or (d) take no action. In the event that either (c) or (d) occurs, or the City is unable to accomplish (b), then the City Manager is entitled to resign and still receive the severance benefits provided in Section 5.C. above.

E. Separation for Cause

1. Notwithstanding the provisions of Section 5.C., the City Manager may be terminated for cause. As used in this section, "cause" shall mean only one or more the following:

- (a) Conviction of, or no contest plea to, a felony;
- (b) Conviction of, or no contest plea to, any illegal act involving moral turpitude or personal gain;
- (c) Continued abuse of non-prescription drugs or alcohol that materially affects the performance of the Manager's duties;
- (d) Any act constituting a knowing and intentional violation of the City's conflict of interest code;  
or
- (e) Repeated and protracted unexcused absences from the City Manager's office and duties;

2. In the event the City terminates the City Manager for cause, then the City may terminate this Agreement immediately, and the City Manager shall be entitled to only the compensation accrued up to the date of termination, payments required by Section 5.F. below, and such other termination benefits and payments as may be required by law. The City Manager shall not be entitled to any severance benefits provided by Section 5.C.

3. If the City Manager is terminated for cause, and "cause" meets the definition of "abuse of office or position," as defined in Government Code section 53243.4, the provisions of Government Code sections 53243 through 53243.4 shall apply and prevail over any contrary terms and conditions of this Agreement.

#### F. Payment for Unused Leave Balance

1. On separation from City employment, the City Manager shall be paid for all unused accrued leave allowances provided in Section 4.B. above in accordance with the current salary and benefits plan for Exempt At-Will Executive Classification employees. Accumulated leave balances shall be paid at the City Manager's monthly base salary rate at the effective date of separation.

2. In the event the City Manager dies while employed by the City under this Agreement, the City Manager's beneficiaries or those entitled to the City Manager's estate, shall be entitled to the City Manager's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances.

#### G. Joint Statements of Separation

In the event of resignation or retirement of the City Manager, termination by the City (with or without cause), or other separation of employment as described the Section 5, the City and the City Manager agree that neither any member of the City Council, or the City's management staff, nor the City Manager, shall make any written, oral or electronic statement to any member of the public, the press, or any City employee concerning the City Manager's termination or separation, except in the form of a joint press release or statement, the content of which is mutually agreeable to both the City and the City Manager. The joint press release or statement shall not contain any text or information that is disparaging to either Party. Either Party may verbally repeat the substance of this Section 5.G., and the joint press release or statement, in response to any inquiry.

## 6. **MISCELLANEOUS PROVISIONS**

#### A. Term

The initial term of this Agreement shall be for a period of thirty sixty (36) months beginning 12:00 a.m. September 13, 2022 and continuing until 12:00 a.m. July 1, 2025 (the "initial Termination Date").

B. Subsequent Terms

Unless the City gives the City Manager written notice of non-renewal at least 180 days prior to the initial Termination Date or the termination date of any Renewal Term (as hereinafter defined) this Agreement may be renewed by the parties for one or more additional terms of up to three (3) years each, each renewal term to be reflected by a written amendment signed by the parties. If the parties cannot mutually agree to the term of any renewal, this Agreement shall continue in effect for automatic renewals of one (1) year each (whether renewed by amendment or renewed by operation of this Section each, a "Renewal Term").

C. Provisions that Survive Termination

Many sections of this Agreement are intended by their terms to survive the City Manager's termination of employment with the City, including but not limited to Sections 5 and 6.F. These sections, and the others so intended, shall survive termination of employment and termination of this Agreement.

D. Amendments

This Agreement may be amended at any time by mutual agreement of the City and the City Manager. Any amendments are to be negotiated, put in writing, and adopted by the City Council.

E. Conflict of Interest

1. The City Manager shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.
2. The City Manager shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Manager's City employment.
3. The City Manager is responsible for submitting to the City Clerk the appropriate Statement of Economic Interests at the time of appointment, annually thereafter, and at the time of separation from the position. Form 700 from the Fair Political Practice Commission (FPPC) shall be completed in a timely matter as required by law.

F. Indemnification

1. To the full extent of the law, the City shall defend and indemnify the City Manager, in his capacity as City Manager, and as the chief executive of other City-related legal entities as provided in Section 3(A)(1)(c) above, against and for all losses sustained by the City Manager in direct consequences of the discharge of the City Manager's duties on the City's behalf for the period of the City Manager's employment, save and except those losses sustained as a result of the willful act or omission of the City Manager including any "abuse of office or position," as described in Section 5(E)(3) of this Agreement.
2. The City shall defend, save harmless and indemnify the City Manager against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Manager's duties as City Manager. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

3. Whenever the City Manager shall be sued for damages arising out of the performance of the City Manager's duties, the City shall provide defense counsel for the City Manager in such suit and indemnify the City Manager from any judgment rendered against the City Manager; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Manager's capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the City Manager may have under the law.

4. The City and all parties claiming under or through it, hereby waive all rights of subrogation and contribution against the City Manager, while acting within the scope of the City Manager's duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the City or any party affiliated with or otherwise claiming under it or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by the City Manager.

G. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

H. Laws Affecting Title

In addition to those laws affecting a City Manager, the City Manager shall have the same powers, rights and responsibilities as a Chief Executive Officer, City Administrative Officer, Administrator, and City Administrator as those terms are used in local, state or federal laws.

I. Jurisdiction and Venue

This Contract shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Mendocino County, California, unless the Parties mutually agree to removal to a different county.

J. Entire Agreement

This Contract represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by a written, fully executed agreement of the Parties.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

CITY OF FORT BRAGG

CITY MANAGER

By: \_\_\_\_\_  
Bernie Norvell, Mayor

By:   
Peggy Ducey

City of Fort Bragg City Manager Employment Agreement – Ducey



Attest:

Approved as to Form:

By: \_\_\_\_\_  
June Lemos, MMC, City Clerk

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

**From:** Jacob Patterson <jacob.patterson.esq@gmail.com>  
**Sent:** Thursday, September 8, 2022 9:32 AM  
**To:** Ducey, Peggy <PDucey@fortbragg.com>  
**Subject:** Agenda Packet Day

Peggy,

FYI, on days with new agenda packets, I tend to send the most emails as I go through all the items and potential issues or questions pop into my head. Today will not be an exception because the meeting is packed, including several items I think are problematic (although I still expect them to be approved on Monday). As always, these are just my personal opinions and cannot be relied upon as legal advice since I don't represent you or the City.

Of personal interest to you, there is a legal issue with your proposed contract in Section 5.B.3. The current city council is legally prohibited from contracting away future policy decisions that can only be made by future city councils so the extra period they are agreeing to not terminate you is not enforceable. They could agree to an extra payment (subject to the statutory maximum severance of up to 18 months salary) if the future council decides to terminate you but they cannot legally agree for the future council to not take that action at all, which is how it is currently drafted. I am a little surprised Keith didn't note that issue. The severance provision is fine since the six months is less than the 18-month maximum so there is room for an additional supplemental payment if the City Council terminates you after the 90 day window set out in our code but before July 1, 2023. I will probably make a comment about this and object to the contract because of it, which is more of an objection to Keith than anything else.

This isn't a legal issue but you should be prepared to discuss an altered organizational structure following the election, including the potential shift back to our former model of a City Administrator rather than a City Manager. I think it would be beneficial for the City Council to directly supervise several department heads. There are also several weird non-standard practices in Fort Bragg that involve prior delegation of responsibilities to the CM that we might want to reevaluate (e.g., delegating payment authorizations followed by after-the-fact quarterly reporting rather than approving warrant registers prior to the City processing payments and claims for money). Those reforms could count as a termination under the contract but only if you object to a change in authority. This community is not particularly hierarchical and having that strict structure has created issues that contributed to the departures of prior CMs since both councilmembers

Regards,

--Jacob



# City of Fort Bragg

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

## Text File

File Number: 22-467

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5J.

Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During the State of Emergency

**RESOLUTION NO. \_\_\_\_-2022**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL  
MAKING THE LEGALLY REQUIRED FINDINGS TO CONTINUE TO  
AUTHORIZE THE CONDUCT OF REMOTE “TELEPHONIC”  
MEETINGS DURING THE STATE OF EMERGENCY**

**WHEREAS**, on March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency; and

**WHEREAS**, on September 17, 2021, Governor Newsom signed AB 361, which bill went into immediate effect as urgency legislation; and

**WHEREAS**, AB 361 added subsection (e) to Gov. Code Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings; and

**WHEREAS**, as of September 7, 2022, the COVID-19 pandemic has killed more than 95,130 Californians; and

**WHEREAS**, social distancing measures decrease the chance of spread of COVID-19; and

**WHEREAS**, this legislative body previously adopted a resolution to authorize this legislative body to conduct remote “telephonic” meetings; and

**WHEREAS**, Government Code 54953(e)(3) authorizes this legislative body to continue to conduct remote “telephonic” meetings provided that it has timely made the findings specified therein;

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

1. This legislative body declares that it has reconsidered the circumstances of the state of emergency declared by the Governor and at least one of the following is true: (a) the state of emergency continues to directly impact the ability of the members of this legislative body to meet safely in person; and/or (2) state or local officials continue to impose or recommend measures to promote social distancing.

**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 12th day of September, 2022, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

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**BERNIE NORVELL**  
Mayor

**ATTEST:**

---

**June Lemos, MMC**  
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: 22-468

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 5K.

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

## RESOLUTION NO. \_\_\_\_-2022

### 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; and

**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; and

**WHEREAS**, at a regular meeting on November 9, 2020, the City Council of the City of Fort Bragg adopted Resolution 4323-2020 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on November 23, 2020, the City Council of the City of Fort Bragg adopted Resolution 4329-2020 by which it continued the local emergency; and



**WHEREAS**, at a regular meeting on December 14, 2020, the City Council of the City of Fort Bragg adopted Resolution 4333-2020 by which it continued the local emergency; and

**WHEREAS**, at a special meeting on December 22, 2020, the City Council of the City of Fort Bragg adopted Resolution 4340-2020 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on January 11, 2021, the City Council of the City of Fort Bragg adopted Resolution 4343-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on January 25, 2021, the City Council of the City of Fort Bragg adopted Resolution 4347-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on February 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4351-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on February 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4358-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on March 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4363-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on March 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4366-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on April 12, 2021, the City Council of the City of Fort Bragg adopted Resolution 4376-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on April 26, 2021, the City Council of the City of Fort Bragg adopted Resolution 4381-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on May 10, 2021, the City Council of the City of Fort Bragg adopted Resolution 4385-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on May 24, 2021, the City Council of the City of Fort Bragg adopted Resolution 4391-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on June 14, 2021, the City Council of the City of Fort Bragg adopted Resolution 4396-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on June 28, 2021, the City Council of the City of Fort Bragg adopted Resolution 4405-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on July 12, 2021, the City Council of the City of Fort Bragg adopted Resolution 4418-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on July 26, 2021, the City Council of the City of Fort Bragg adopted Resolution 4422-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on August 9, 2021, the City Council of the City of Fort Bragg adopted Resolution 4427-2021 by which it continued the local emergency; and

**WHEREAS**, at a special meeting on August 30, 2021, the City Council of the City of Fort Bragg adopted Resolution 4434-2021 by which it continued the local emergency; and

**WHEREAS**, at a special meeting on September 20, 2021, the City Council of the City of Fort Bragg adopted Resolution 4447-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on October 12, 2021, the City Council of the City of Fort Bragg adopted Resolution 4451-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on October 25, 2021, the City Council of the City of Fort Bragg adopted Resolution 4460-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on November 8, 2021, the City Council of the City of Fort Bragg adopted Resolution 4463-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on November 22, 2021, the City Council of the City of Fort Bragg adopted Resolution 4473-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on December 13, 2021, the City Council of the City of Fort Bragg adopted Resolution 4480-2021 by which it continued the local emergency; and

**WHEREAS**, at a special meeting on December 27, 2021, the City Council of the City of Fort Bragg adopted Resolution 4491-2021 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on January 10, 2022, the City Council of the City of Fort Bragg adopted Resolution 4497-2022 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on January 24, 2022, the City Council of the City of Fort Bragg adopted Resolution 4504-2022 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on February 14, 2022, the City Council of the City of Fort Bragg adopted Resolution 4509-2022 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on February 28, 2022, the City Council of the City of Fort Bragg adopted Resolution 4513-2022 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on March 14, 2022, the City Council of the City of Fort Bragg adopted Resolution 4518-2022 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on March 28, 2022, the City Council of the City of Fort Bragg adopted Resolution 4525-2022 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on April 11, 2022, the City Council of the City of Fort Bragg adopted Resolution 4529-2022 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on April 25, 2022, the City Council of the City of Fort Bragg adopted Resolution 4535-2022 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on May 9, 2022, the City Council of the City of Fort Bragg adopted Resolution 4540-2022 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on May 23, 2022, the City Council of the City of Fort Bragg adopted Resolution 4543-2022 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on June 13, 2022, the City Council of the City of Fort Bragg adopted Resolution 4553-2022 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on June 27, 2022, the City Council of the City of Fort Bragg adopted Resolution 4557-2022 by which it continued the local emergency; and

**WHEREAS**, at a special meeting on July 18, 2022, the City Council of the City of Fort Bragg adopted Resolution 4565-2022 by which it continued the local emergency; and

**WHEREAS**, at a regular meeting on August 8, 2022, the City Council of the City of Fort Bragg adopted Resolution 4575-2022 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 12th day of September, 2022 by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

---

**BERNIE NORVELL**  
Mayor

**ATTEST:**

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**June Lemos, MMC**  
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: 22-415

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Filed

**In Control:** City Council

**File Type:** Committee Minutes

**Agenda Number:** 5L.

Receive and File Minutes of July 14, 2022 Public Works and Facilities Committee Meeting



# City of Fort Bragg

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

## Meeting Minutes Public Works and Facilities Committee

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Thursday, July 14, 2022

3:00 PM

Via Video Conference

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### MEETING CALLED TO ORDER

Chair Lindy Peters called meeting to order at 3:01 pm.

### ROLL CALL

Director John Smith, Assistant Director of Engineering Chantell O'Neal and Acting Committee Clerk Sarah Peters also present.

**Present:** 2 - Lindy Peters and Tess Albin-Smith

### 1. APPROVAL OF MINUTES

1A. [22-327](#) Approve Minutes of June 8, 2022

This Committee Minutes was approved for Council review

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

### 3. CONDUCT OF BUSINESS

3A. **22-328** Public Works Director Oral Report on Departmental Updates and Items of Interest

Director Smith presented oral report on department updates and items of interest:

- Drought
- Biosolids dryer/odor
- Raw Water Line Project
- Water Treatment Plant Project
- Water Meter Project Timeline
- Fire Station Rehab Project
- Wiggly Giggly Playground
- Streets Rehab Design and Bollards
- Pudding Creek Bridge Widening/Water line relocation

Committee requested to have the Wiggly Giggly Playground piece of plywood inspected. Director Smith to have inspected and made safer if possible by trimming/sanding the plywood board down.

3B. [22-322](#) Discuss Potential Formation of a Tree Advisory Committee and Tree Preservation Ordinance and Make Recommendation of City Council Directing Staff to Prepare Regulatory Framework

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

Chair Peters requested to add pickle ball item for next meeting agenda and suggested inviting tennis players as well.

C O'Neal shared free compost give away event, provided details and dates, press release to come soon.

#### **ADJOURNMENT**

Meeting adjourned at 4:03 pm.



# City of Fort Bragg

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## Text File

File Number: 22-420

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Filed

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5M.

Approve Minutes of August 8, 2022





# City of Fort Bragg

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

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

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Monday, August 8, 2022

6:00 PM

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

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### CALL TO ORDER

Mayor Norvell called the meeting to order at 6:01 PM, Councilmember Rafanan appearing via Video Conference.

### PLEDGE OF ALLEGIANCE

### ROLL CALL

**Present:** 5 - Mayor Bernie Norvell, Vice Mayor Jessica Morsell-Haye, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Marcia Rafanan

### AGENDA REVIEW

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

##### 1A. [22-387](#) Presentation of 2022 Mayor's Well Done Awards

Mayor Norvell presented the following Mayor's Well Done Awards:

- Best Window Display - Mendocino Chocolate Company
- Best New Sign - Retropolitan
- Best New Mural - "Be a Light" by Ryan Grossman
- Best New Family Friendly Business - Moonberry
- Best New Single Family Residence - Dan Gjerde
- Best New Accessory Dwelling Unit - Tara & Brandon McGregor
- Best Public Facility Renovation - Redwood Coast Seniors, Inc.
- Best Commercial Facelift - Baymont Inn & Suites by Wyndham
- Best Eco Friendly Project - South Lincoln Street Community Garden
- Best Bark Award - Fort Bragg Dog Park Improvements
- Best Community Awareness Advocate - Dr. William Miller
- Best Wellness Program - Bethany Brewer, Certified Personal Trainer
- Best Community Advocacy Program - Fort Bragg Police Department
- Best Local Volunteer - Nancy Bennett
- Good Citizen Award - Misael Garcia of Shear Evolution

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

- (1) Jenny Shattuck, Durriya Syed, Jay McMartin-Rosenquist, and Judy Valadao.
- (2) Jay McMartin-Rosenquist commented on Item 5I.
- (3) Jacob Patterson commented on Item 9A.

## **3. STAFF COMMENTS**

Assistant City Manager McCormick reported that a Request for Proposals regarding the Mill Pond cleanup would be brought forward to Council for approval soon. City Clerk Lemos gave an update on the November 2022 election.

## **4. MATTERS FROM COUNCILMEMBERS**

Councilmember Peters thanked all those involved in National Night Out. He noted that No Vending signs that disallow commercial vending on the Coastal Trail have been installed. Mayor Norvell also commented on National Night Out, thanking Police Officers Zavala and Holloway. Councilmember Rafanan asked if staff could provide an update on the proposed Grocery Outlet project, as she has been receiving inquiries from members of the community. Assistant City Manager McCormick said she would provide an update at the next Council meeting.

## **5. CONSENT CALENDAR**

Mayor Norvell asked that Items 5A and 5F be removed from Consent so that an oral summary of salary increase and a minor amendment could be made to the resolutions. Vice Mayor Morsell-Haye asked that Item 5I be removed from Consent for further discussion. Mayor Norvell stated he would abstain from voting on Item 5E due to a potential conflict of interest, as his wife is on the Harbor District board of directors. Councilmember Peters stated he would abstain from voting on Items 5A, 5F and 5G which have to do with City employee compensation, due to a potential conflict of interest as his wife works for the City.

### **Approval of the Consent Calendar**

**A motion was made by Councilmember Peters, seconded by Councilmember Rafanan, to approve the Consent Calendar with the exception of Items 5A, 5E, 5F, 5G and 5I. The motion carried by the following vote:**

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

- 5B. [22-374](#)** Accept Certificate of Completion for the 2021 Cure-in-Place Pipe (CIPP) Project, City Project No. PWP-00023, and Direct City Clerk to File Notice of Completion

**This Certificate of Completion was accepted on the Consent Calendar.**

- 5C. [22-378](#)** Adopt City Council Resolution Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings During

the State of Emergency

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

Enactment No: RES 4574-2022

**5D. [22-379](#)**

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 4575-2022

**5H. [22-394](#)**

Adopt Joint City Council/Municipal Improvement District Resolution Approving Budget Amendment 2022/23-01 Amending Fiscal Year 2022/23 Budget for Cost of Living Adjustment Increases and One-Time Payments to the Employee Organizations

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

Enactment No: RES 4577-2022 / RES ID 470-2022

**5J. [22-376](#)**

Receive and File Minutes of the June 14, 2022 Public Works and Facilities Committee Meeting

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

**5K. [22-377](#)**

Approve Minutes of July 25, 2022

**These Minutes were approved on the Consent Calendar.**

### **ITEMS REMOVED FROM CONSENT CALENDAR**

**5A. [22-367](#)**

Adopt City Council Resolution Establishing a Compensation Plan and Terms and Conditions of Employment for Exempt Mid-Management Classifications

City Attorney Collins provided an oral summary of the change in salary range for several mid-management classifications included in Item 5A. Assistant City Manager McCormick noted that there are two minor changes required to Sections 2.4.C. and 3.1.E.3.i of the Resolution to comport with the changes to similar sections in the SEIU employee union Memorandum of Understanding.

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

**Aye:** 4 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith and Councilmember Rafanan

**Abstain:** 1 - Councilmember Peters

Enactment No: RES 4578-2022

**5E. [22-390](#)**

Approve Letter of Support for Mendocino County's Grant Application in Support of Noyo Harbor District

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

**Aye:** 4 - Vice Mayor Morsell-Haye, Councilmember Albin-Smith, Councilmember Peters and Councilmember Rafanan

**Abstain:** 1 - Mayor Norvell

**5F. [22-391](#)** Adopt City Council Resolution Establishing a Compensation Plan and Terms and Conditions of Employment for Exempt At-Will Executive Classifications

City Attorney Collins provided an oral summary of the change in salary range for several department head classifications included in Item 5F.

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

**Aye:** 4 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith and Councilmember Rafanan

**Abstain:** 1 - Councilmember Peters

Enactment No: RES 4579-2022

**5G. [22-393](#)** Adopt City Council Resolution Establishing a Compensation Plan and Terms and Conditions of Employment for Non-Bargaining and Confidential Classifications

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

**Aye:** 4 - Mayor Norvell, Vice Mayor Morsell-Haye, Councilmember Albin-Smith and Councilmember Rafanan

**Abstain:** 1 - Councilmember Peters

Enactment No: RES 4576-2022

**5I. [22-395](#)** Adopt City Council Resolution Approving Operating Agreement Between the City of Fort Bragg and the Mendocino Coast Recreation and Park District for Operation of the C.V. Starr Community Center and Authorizing City Manager to Execute Same

Assistant Finance Director Whippy noted that this change in the C.V. Starr Community Center (CVSCC) Operating Agreement was recommended by independent auditors JJACPA, and the former City Managers and the District Administrator of CVSCC have been working on this transition for some time. The creation of a special fund for CVSCC will create a centralized accounting system similar to the Water and Wastewater Funds. CVSCC Administrator Moneque Wooden provided additional background on the need for the change, saying that it will improve their accounting process by incorporating their bookkeeping and payroll through the City's Springbrook system.

Public Comment was received from Jacob Patterson and Jay McMartin-Rosenquist.

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

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

Enactment No: RES 4580-2022

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

None.

## **7. PUBLIC HEARING**

- 7A. [22-382](#)** Receive Report, Conduct Public Hearing, and Consider Adoption of City Council Resolution Approving Application for 2022 Community Development Block Grant (CDBG) Funding, Execution of Agreement, and Any Amendment Thereto

**Mayor Norvell opened the public hearing at 7:08 PM.**

Grants Coordinator Peterson presented the staff report.

Public Comment: None.

**Mayor Norvell closed the public hearing at 7:15 PM.**

Discussion: Councilmembers support the program. Discussion was held about how to keep small local businesses informed about CDBG funded programs.

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

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

Enactment No: RES 4581-2022

## **8. CONDUCT OF BUSINESS**

- 8A. [22-380](#)** Receive Report, Consider Adoption of City Council Resolution Authorizing Application for and Implementation of Local Agency Technical Assistance (LATA) Program Funds, and Approve City Council Letter in Support of the LATA Program

Assistant City Manager McCormick gave the staff report on this agenda item.

Public Comment was received from Jacob Patterson.

Discussion: Most Councilmembers think it would be beneficial to run broadband as a utility.

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

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

Enactment No: RES 4582-2022

- 8B. [22-381](#)** Receive Presentation from West Business Development Center on Community Economic Resilience Fund (CERF) and Approve Letter of Support

Mary Anne Petrillo, CEO of West Business Development Center, gave the report on this agenda item.

Public Comment: None.

**Mayor Norvell recessed the meeting at 7:43 PM; the meeting was reconvened at 7:51 PM.**

**A motion was made by Vice Mayor Morsell-Haye, seconded by Councilmember Albin-Smith, that the Council Letter be approved. The motion carried by the following vote:**

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

- 8C. [22-396](#)** Receive Report and Consider Adoption of City Council Resolution Calling and Giving Notice of a General Municipal Election for the Purpose of Submitting to the Voters a 3/8-Cent General Transaction and Use Tax; Directing the City Attorney to Prepare an Analysis of the Measure; Authorizing City Council to Submit a Ballot Argument in Favor of the Measure; and Setting Dates for Submitting Arguments on the Measure

City Consultant David Spaur of S 2 Consulting presented the report on this agenda item and responded to questions from Councilmembers.

Public Comment was received from Dan Gjerde, Jacob Patterson, Jenny Shattuck and Jay McMartin-Rosenquist.

Discussion: City Attorney Collins reminded the Council that it would take four out of five votes to place the 3/8-cent sales tax measure on the ballot. After discussing the matter, the Council unanimously agreed not to bring the measure forward to voters at this time, as the timing is not right for a new general tax due to looming recessing, inflation, etc.

**This Resolution was not acted on.**

## **9. CLOSED SESSION**

**Mayor Norvell recessed the meeting at 8:30 PM. The meeting reconvened to Closed Session at 8:35 PM.**

- 9A. [22-399](#)** CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code 54956.8); Property: 30900 W. State Highway 20; 19671 Summers Lane, Fort Bragg, CA 95437; Agency negotiator: John Smith; Negotiating parties: Mendocino Coast Recreation and Parks District; Under negotiation: Price and terms

**Mayor Norvell reconvened the meeting to Open Session at 9:11 PM and reported that no reportable action had been taken on the Closed Session item.**

## **ADJOURNMENT**

**Mayor Norvell adjourned the meeting at 9:11 PM.**

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BERNIE NORVELL, MAYOR

\_\_\_\_\_  
June Lemos, MMC, City Clerk

IMAGED (\_\_\_\_\_)



# City of Fort Bragg

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## Text File

File Number: 22-466

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Filed

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 5N.

Approve Minutes of Special Closed Session of August 26, 2022





# 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*

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Friday, August 26, 2022

4:00 PM

Via Video Conference

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### Special Closed Session

#### CALL TO ORDER

Mayor Norvell called the meeting to order at 4:00 PM, all Councilmembers appearing via Video Conference.

#### ROLL CALL

**Present:** 5 - Mayor Bernie Norvell, Vice Mayor Jessica Morsell-Haye, Councilmember Tess Albin-Smith, Councilmember Lindy Peters and Councilmember Marcia Rafanan

#### 1. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None.

#### 2. CLOSED SESSION

Mayor Norvell recessed the meeting at 4:02 PM; the meeting reconvened to Closed Session at 4:03 PM.

2A. [22-429](#)

**CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:**

Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of California Government Code Section 54956.9:  
Number of potential cases: 1

Mayor Norvell reconvened the meeting to Open Session at 4:48 PM and reported that no reportable action was taken on the Closed Session Item.

#### ADJOURNMENT

Mayor Norvell adjourned the meeting at 4:48 PM.

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BERNIE NORVELL, MAYOR

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June Lemos, MMC, City Clerk

IMAGED (\_\_\_\_\_)



# City of Fort Bragg

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## Text File

**File Number: 22-462**

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Passed

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 7A.

Receive Report, Conduct Public Hearing and Consider Adoption of: (1) City Council Resolution Adopting Updated Fees for Various Planning and Development Services; (2) City Council and Municipal Improvement District Resolution Adopting Updated Fees for Miscellaneous City/District Services



AGENCY:	City Council/Improvement District
MEETING DATE:	September 12, 2022
DEPARTMENT:	Finance/CDD/Admin/PD
PRESENTED BY:	I.Whippy/C.O'Neal

## AGENDA ITEM SUMMARY

### **TITLE:**

**Receive Report, Conduct Public Hearing and Consider Adoption of: (1) City Council Resolution Adopting Updated Fees for Various Planning and Development Services; (2) City Council and Municipal Improvement District Resolution Adopting Updated Fees for Miscellaneous City/District**

### **ISSUE:**

The City reviews and updates the City's Fees, consistent with the goal to ensure, with only a few exceptions, that fees for City services are sufficient to fully recover the cost of providing those services. The attached proposed fees have been prepared to meet this strategic objective. The last Study was prepared and presented in May 2019, with a few additions and changes to fees for Planning Fees and Small Cell Wireless Facilities Fees in 2020 and 2021. During the 2019 fee schedule review, staff researched and discussed the historical context of changing fees on an annual basis based on the time each activity described in the fee schedule took to complete. The conversation evolved to asking the question of why the City does a full analysis of fees charged every year and whether this best serves the Public. Staff time for each task and the cost of any external supplies or services are factored into the estimated average cost of performing the service.

The City's fees generate a relatively small portion of the overall forecasted revenue, less than 2% or \$148,000 for the City's General Fund (excluding DDA Reimbursement for Staff Time). On the other hand, the amount of staff time required for a full annual analysis is fairly significant, including time spent by staff throughout the organization. The time expenditure is concentrated in the Finance and City Manager's departments but includes time spent by each of the City's department heads and input from staff at all levels.

The Finance and Administration Committee reviewed the proposed change to updating fees and recommended that a full analysis only be conducted every three years and that every other year, fees and charges (excluding water, sewer, and drainage capacity fees) are increased by the San Francisco-Oakland-Hayward CPI-U index. Historically, water, sewer, and drainage capacity fees have been increased using Engineering News Record-20 City Construction Cost Index (consistent with Resolution 2412-2000) to adjust impact fees. In September of 2021, the California Legislature passed Assembly Bill (AB) 602, and the Governor signed it into law. AB 602 creates some new requirements for impact fees that went into effect July 1, 2022. Accordingly, the staff is not proposing any increase in impact fees at this time and instead intends to hire a consultant to perform a nexus study before any proposed changes.

Like prior studies, the attached fee schedule includes a calculation of the cost of providing services offered by the Community Development Department, the Public Works/Engineering Department, General Administrative services, and the Police Department and, with few exceptions, full-cost recovery recommended levels for fees the City charges and deposits collected for the listed services.

### **Legal Requirements**

State law contains a number of provisions that affect a City's establishing and updating City fees. They can be summarized generally as follows:

- (i) A City may set fees to recover the full cost of providing services, but fees cannot be levied in excess of the cost of service or for general revenue purposes.
- (ii) A Cost of Service Study may be used as the basis to calculate and set fees to recover the full cost of providing services and to make findings that the fees reflect a reasonable estimate of the cost of providing the applicable services.
- (iii) As for the process of adopting fees, State law requires that changes to the City's fees be presented to the City Council at a Public Hearing in accordance with Government Code section 66016, which requires that there be two publications of the meeting notice in the local newspaper, advance notice is provided to any party that requests to be notified of any proposed fee adjustments, and that the full package of the proposal is made available to the Public no less than ten days prior to the Hearing.
- (iv) In addition, approved changes may take effect no less than 60 days after approval.

The Finance & Administration Committee reviewed the fees on August 10, 2022, and directed staff to agendize the matter for a public hearing before the City Council. Staff has published and provided the notice requirements for the proposed changes herein and brought the proposed fees before the City Council at a Public Hearing on September 12, 2022. If approved, staff recommends that any changes approved pursuant to this item become effective on December 1, 2022, which is 60+ days from the conclusion of the Public Hearing and approval.

### **Cost Recovery Strategy**

Some of the City's fees use a "Developer Deposit Account (DDA)," which is a Deposit against "time and materials" approach for recovering the cost of providing many services - in particular, those where the amount of time/cost can vary greatly depending upon circumstances - and where the costs are generally higher; "flat fees" are utilized where the cost of service is typically less, more predictable, where the City Council has decided not to recover the full cost of service, and/or when cost recovery is prescribed or limited to a specific dollar amount by statute.

When an applicant requests a service administered with a deposit against time and materials, they complete a processing agreement, acknowledging the deposit and that they will be charged the actual time and materials costs for the work performed. They also agree to provide additional deposits if the costs exceed the initial deposit collected. The Finance Department sends a statement each quarter showing the individual charges to the project, and the Applicant can follow up with the Planning or Engineering Department with any questions about the work being performed. Using a deposit against time and materials approach provides a more effective means of holding the City and the Applicant accountable for the costs of processing applications that can range from simple and uncomplicated to complicated, controversial, and costly. It also assures the Applicant that the City is not collecting fees in excess of the cost of providing the service. It is not the easiest method to administer, but the advantages outweigh the cost.

This language is consistent with the Council's past policy that developers, rather than taxpayers, should pay for the costs associated with the City's processing of development applications.

### **ANALYSIS:**

Staff time and other costs incurred in conducting City business (such as processing of development and other applications, inspections, agenda and packet preparation, and most other services) are generally measurable and are provided for the benefit of individuals as opposed to the benefit of the community as a whole. Hence, fees for these activities are not taxes, but rather, they are fees for

services. The 2022-23 fee schedule update includes the following noteworthy changes:

### **A. Miscellaneous City Services Fees and Charges**

Increases in fees and charges for miscellaneous City services are governed by Government Code Section 66018. Miscellaneous fees and charges are limited to the amount necessary to cover the service's cost. If fees in excess of the cost are collected, they must be used to reduce the service charge cost. Excess fees cannot become a source of revenue for the General Fund. Section 66018 requires a public hearing to be noticed and held before the adoption of the fee increases. Actual costs can vary significantly from year to year based on staffing or the cost of supplies. Staffing costs can vary with turnover. Newer employees typically start at lower pay ranges and with a much lower pension benefit cost (due to the CalPERS pension reform of 2014).

By transitioning to a cost of living index most years, significant ups and downs in fees can be avoided.

- One category where fees are proposed to be reduced slightly or remain unchanged is Business License Fees, Appeal of Administrative Decision, and Letter of Public Convenience, or Necessity. Staffing changes in the Finance Department and Administration Department in the last three years resulted in a lower cost to provide this service.
- No Changes to Copy Fees as they are more than local print shops and higher than other comparable cities' copying fees.
- The fee structure for Film Permits has been simplified in recent years by eliminating much of the verbiage and, instead, relying on a deposit account to recover City costs.
- No changes are proposed for the Old Rec Center Gym use fees.
- No Changes are proposed to Public Safety Fees.
- Custodian charges for Town Hall use are proposed to increase due to personnel costs for Maintenance position costs and similarly for the AV Tech use and setup fees.
- No Changes are proposed to the Water Conservation Fees.

### **B. Planning and Development Fees**

Most of the changes to the Planning & Development fees result from changes in personnel costs. Some have increased as the person performing tasks has changed positions, and several have decreased as newer staff perform the services. Other times fees change due to a recalculation of staff time associated with task completion, and sometimes it is a combination of both. Itemized below are notable changes to the Planning Department fees.

1. Fees that have increased due to changes in personnel costs include Hearing costs, coastal development permits, and use permits.
2. Conversely, Fees that decreased due to personnel changes include; Building Permit plan checks for CDD staff and emergency permits.
3. Fees that have changed due to recalculation of time and task performance include GIS Mapping fees, sign permit fees, and several administrative permit fees.
4. The following fees have changed primarily due to code changes or the method by which a service is performed:
  - a. Address: The cost to assign a street address was removed, and the proposed fee called "address label" now only includes the costs of paper and mailing per the addressing section of the municipal code.
  - b. Zoning Letter: The cost to prepare a zoning letter was listed in previous iterations of the fee schedule but left off in the last iteration. It is being included back in as it is a relevant fee for a task that is completed by staff upon request.

- c. Parking In-Lieu Fees: Continue to be extended to assist new and expanding businesses in the Central Business District. A resolution has been presented to Council to extend the temporary waiver each December since 2012, and staff is working on an update to the parking codes in the CBD using an MCOG planning grant to make recommendations to modify this fee process.
  - d. Cannabis: both cannabis business permit and permit renewal fees were newly added in keeping with code updates authorized by FBMC 9.30.080, which were not previously included in the fee schedule.
  - e. Design review costs have increased due to changes to the design guidelines.
5. Code enforcement fees are being removed entirely. This change is in response to proposed modifications to chapter 6 and chapter 1 of the FBMC, which will move away from fees and change to administrative penalties consistent with California State Codes. Staff recommends leaving one fee line item for code enforcement for the cost of abatement, which will be charged at staff fully loaded rates.
  6. Finally, staff recommended some changes to the method of fee collection by either collecting a developer deposit (DDA) or changing back to a flat fee when the DDA method was more cumbersome than useful for a particular fee like certificates of compliance and lot line adjustments.

### **C. Public Works Fees**

1. The grading and stormwater fee should be changed to a flat fee, as the time to review and condition a grading permit is fairly standard with no significant variation.
2. Fees that have gone up due to changes in personnel costs include; the processing fee for street and parade closures due to both personnel cost increases and the time associated with review and coordination; encroachment permit review and issuance fee, annual encroachment permit, annual backflow test, and grease trap application and inspection fees.
3. The oversize load permit fee is new, as we have seen a significant increase in modular and manufactured home installations. This fee would be coupled with the \$80 encroachment permit fee, and it covers the cost of time to review and coordinate the route and schedule an oversize load being delivered to town.
4. With the wastewater treatment plant upgrade, the improvement district can now provide septage receiving services. A new tipping fee for this service has been proposed.
5. While both water and sewer capacity fees have increased in accordance with the Engineering News-Record (ENR) Construction Cost Index by 8.0% between January 2021 and 2022 there are no proposed increases at this time. Instead, staff will hire a consultant to perform a nexus study, and those fee changes will be brought forward at another time (ENR Attachment #1).
  - a. Also, per Resolution 4094-2018, the multi-family unit discount multiplier has been incorporated into the proposed fee schedule. It is 0.86 percent of the capacity charge for a single-family home.
6. Water and sewer connection costs have increased incrementally due to increases in personnel costs and the costs of materials and supplies.
  - a. The high-demand meter was removed from the proposed fee schedule as it is no longer available.
  - b. The cost to install the 4" and 6" meters is recommended to be charged as a flat fee instead of a deposit. Installation and costs in not typically variable enough to justify the extra staff time associated with processing deposits and refunds.
  - c. The discount fee associated with the installation of a water and sewer service at the same time is being discontinued. Previously assumed cost savings were related to the potential for dual trenching and mobilizing. Due to the required horizontal separation and frequency of water and sewer lines being on opposite sides of the property, there is little

to no reduction in costs borne by the City to perform a dual installation. Thus, no discount can be afforded to the customer.

**FISCAL IMPACT:**

Although the exact fiscal effect of the proposed fee changes cannot be accurately estimated, changes in the fees charged for various planning and development fees, as well as miscellaneous city services, reflect changes in the cost of providing those services. The fees impacted by the rate changes proposed in the attached resolutions account for approximately 2% of the City's total revenue or \$148,000 for the fiscal year 2022/23.

**RECOMMENDED ACTION:**

Following the City Council's review and discussion, the following action is recommended:

Conduct the Public Hearing and consider adopting the updated fees for various Planning and Development Services and Miscellaneous City/District services.

**ALTERNATIVE ACTION(S):**

Conduct the review and direct staff to provide additional analysis or changes to the proposed fees for action at a future meeting.

**CONSISTENCY**

The use of an inflationary index to increase fees with a full analysis every three years is a more efficient method and is consistent with the City Council's financial policy of requiring full cost-recovery for services provided.

**IMPLEMENTATION/TIMEFRAMES:**

The new fees cannot become effective until at least 60 days after the adoption of the resolutions pursuant to the California Government Code Section 66017(a). For consistency, if approved, the fee changes will become effective December 1, 2022. The Consolidated Fee Schedule will be updated and distributed to City staff and will be posted on the City's website.

**ATTACHMENTS:**

1. 2019-2022 Fee Change Comparison Schedule
2. Resolution for Planning and Development Fees
3. Planning Fees Resolution Exhibit A
4. Resolution for Misc. and Utility Fees
5. Misc. and Utility Fees Resolution Exhibit A
6. Public Hearing Notice

**NOTIFICATION:**

None.



## **CITY OF FORT BRAGG**

# **2022/23 PROPOSED FEES**



**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

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**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

## **INTRODUCTION**

The City of Fort Bragg charges fees to offset the cost of providing various services. Some fees are reviewed on an annual basis to assure that full cost-recovery is provided consistent with established City Council/Improvement District board policies.

The City and District have a policy of recovering the full costs reasonably incurred in providing miscellaneous services of a voluntary and limited nature, such that those receiving the miscellaneous services pay the associated costs and general taxes are not diverted from general services of a broad nature to subsidize unfairly and inequitably such miscellaneous services.

Pursuant to Government Code Section 66018, the specific fees or increases to fees to be charged for such services must be adopted by the City Council and the Municipal Improvement District Board after providing notice and holding a public hearing.

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

City of Fort Bragg					
Master Fee Schedule					
Schedule of Animal Care & Control Fees					
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees
<b>Adoption, Surrender Impoundment and Medical Fees</b>					
1	Adoption Fees		Set by MCHS*	Set by MCHS*	Set by MCHS*
2	Protective Custody Hold		Set by County	Set by County	Set by County
3	Spay/Neuter Fees		Set by MCHS*	Set by MCHS*	Set by MCHS*
4	Vaccinations/Medications/Tests/Microchip		Set by MCHS	Set by MCHS	Set by MCHS
5	Veterinary Services		Set by MCHS	Set by MCHS	Set by MCHS
6	Feed & Care Fees		Set by MCHS	Set by MCHS	Set by MCHS
	<b>Impound/Redemption Fee - Unaltered</b>				
7	1st Offense		\$40	\$40	\$40
8	2nd Offense		\$60	\$60	\$60
9	3rd and Subsequent Offenses		\$100	\$100	\$100
	<b>Impound/Redemption Fee - Altered</b>				
10	1st Offense		\$20	\$20	\$20
11	2nd Offense		\$40	\$40	\$40
12	3rd and Subsequent Offenses		\$60	\$60	\$60
	<b>Surrender Fees:</b>				
13	Stray Animals		Set by MCHS	Set by MCHS	Set by MCHS
14	Owner Surrender		Set by MCHS	Set by MCHS	Set by MCHS
<b>Hearing Fees</b>					
15	Vicious Potentially Dangerous Animal Hearing Fee		\$500	\$500	\$500
<b>Dog Licenses</b>					
16	Altered		\$25	\$25	\$25
17	Unaltered		\$55	\$55	\$55
18	Duplicate License/Tag		\$5	\$5	\$5
19	Delinquent Licensing Penalty - altered		Double license fee	Double license fee	Double license fee
20	Delinquent Licensing Penalty - unaltered		Double license fee	Double license fee	Double license fee
21	Potentially Dangerous/Vicious Dog License		\$100	\$100	\$100

\*Mendocino Coast Humane Society

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of FINANCE FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees	% Change
<b>Reports, Billing, etc.</b>						
22	Audit Reports - complete set	\$34	\$35	\$36	\$34	-6%
23	Audit Reports - subsets	\$17	\$15	\$16	\$16	0%
24	Replace Lost Accounts Payable or Payroll Check	\$43	\$42	\$42	\$42	0%
25	Return Check (Charge for return of bad check from bank or financial institution + staff time)	\$42	\$40	\$42	\$42	0%
26	Budget Document copy	\$69	\$65	\$68	\$69	2%
27	Utility Bill Payment by phone	\$7	\$5	\$5	\$5	0%
28	Utility Bill - Final Notice Penalty	\$58	\$62	\$64	\$58	-10%
29	Utility Profile Fee (one free in 12-month period) + Printing	\$57	\$57	\$57	\$57	0%
<b>Business License Fees:</b>						
30	Initial License	\$83	\$110	\$87	\$83	-5%
31	Expedited B/License - 2 days or less	\$158	-	\$149	\$158	6%
32	Initial License for Home Occupation	\$53	\$70	\$58	\$53	-9%
33	Change of Name	\$13	\$20	\$13	\$13	0%
34	Change of Ownership	\$70	\$95	\$78	\$70	-10%
35	Change of Business Location	\$94	\$92	\$92	\$93	1%
36	Duplicate License	\$10	\$10	\$10	\$10	0%
37	Bingo License	\$10	\$10	\$10	\$10	0%
38	License Renewal (annually)	\$79	\$79	\$79	\$79	0%
39	License Renewal for Home Occupancy (annually)	\$60	\$61	\$61	\$60	-2%
40	Non-Profit Business License	\$46	\$45	\$45	\$45	0%
41	Small, one-time jobs (under \$2,000)	-	\$20	\$20	\$20	0%
42	Vehicle Delivery Business - Operational Rate (annually)	-	\$50	\$50	\$50	0%
<b>Tobacco Sellers License Fees:</b>						
43	Annual License	\$187	\$195	\$185	\$187	1%
44	Change of Business Location	\$45	\$50	\$42	\$43	2%
45	Change of Name	\$16	\$15	\$15	\$15	0%
46	Change of Ownership	\$43	\$50	\$42	\$43	2%

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of MISCELLANEOUS FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees	% Change
<b>Appeal Fees</b>						
47	Appeal of Water Bill	\$201.87	\$200	\$200	\$200	0%
48	Appeal of Administrative Decision	\$415	\$445	\$445	\$415	-7%
<b>Certification of Documents</b>						
49	First Page (includes copy), Each additional page \$0.25	\$11	\$11	\$11	\$11	0%
<b>Copy Fees Charged to the Public</b>						
50	Aerial Photographs	-	Cost of Reproduction + 15%	Cost of Reproduction + 15%	Cost of Reproduction + 15%	0%
	<b>Black &amp; White Copies:</b>					
51	8 ½ x 11 & 8 ½ x 14 (per page)	-	\$0.25	\$0.25	\$0.25	0%
52	11 x 17 (per page)	-	\$0.40	\$0.40	\$0.40	0%
	<b>Color Copies:</b>					
53	8 ½ x 11 & 8 ½ x 14 (per page)	-	\$0.45	\$0.45	\$0.45	0%
54	11 x 17 (per page)	-	\$0.75	\$0.75	\$0.75	0%
	<b>Engineering Plans</b>					
55	Black & White Copies:	-	\$3	\$3	\$3	0%
56	Color Copies	-	\$5	\$5	\$5	0%
57	Electronic Response to Records Request (flash drive only)	\$27	\$5	\$5	\$5	0%
58	Electric Charging Station Fee (1st hour Free)	-	Free: 1st Hour and \$1.50 (per hour thereafter)	Free: 1st Hour and \$1.50 (per hour thereafter)	Free: 1st Hour and \$1.50 (per hour thereafter)	0%
59	Letter of Public Convenience or Necessity	\$203	\$235	\$210	\$203	-3%
60	Letter of Public Convenience or Necessity - Public Hearing	\$582	\$680	\$680	\$581	-15%
61	Publications and Reports	-	Cost of Printing + 15%	Cost of Printing + 15%	Cost of Printing + 15%	0%
62	Zoning Maps, General Plan Maps, Other Maps	-	Cost of Reproduction + 25%	Cost of Reproduction + 25%	Cost of Reproduction + 25%	0%
<b>Film Permit Fees</b>						
	<b><u>Permit Processing Fee:</u></b>					
63	Major Event		\$50	\$50	\$50	0%
64	Minor Event		\$100	\$100	\$100	0%
65	<b><u>Event Deposit Account:</u></b>					
	NOTE: A deposit account will be set up to cover cost of employees & equipment required during filming. Deposit amount will be established by City Manager on a case-by-case basis.					

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PLANNING AND DEVELOPMENT FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees	% Change
General Information and Letters						
66	Address Label	\$12	\$32	\$33	\$12	-64%
67	Inclusionary Housing Fees (Interim)	Determined at time of application	Determined at time of application	Determined at time of application	Determined at time of application	
68	Research Fee (Hourly)	\$53	\$55	\$55	\$53	-4%
69	Pre-application Analysis & Meetings(s)	\$339	Costs Incurred; \$550 Deposit	Costs Incurred \$550 Deposit	\$340	n/a
70	Geographic Information System (GIS) Site Map	\$53	\$20	\$21	\$55	162%
Technical Advisory Committee Review (Fee waived for non-profit events)						
71	Minor	\$556		\$630	\$560	-11%
72	Major	Costs Incurred	Costs Incurred	Costs Incurred	Costs Incurred	0%
73	Zoning Letter (Hourly)	\$192	\$115	\$104	\$190	83%
Parking In-Lieu Fees						
74	Existing Commercial Building		Fee waived	Fee waived	Fee waived	0%
75	New Commercial Building		Fee waived	Fee waived	Fee waived	0%
	Note: The City Council adopted Resolution No. 4482-2021 establishing a temporary moratorium on the collection of Parking-In-Lieu Fees through December 31, 2022					
Appeals						
76	Appeal Fee for Code Enforcement Actions *Note: If appeal is sustained, fee will be refunded		Equal to Code Enforcement Fee	Equal to Code Enforcement Fee	Equal to Code Enforcement Fee	0%
77	Appeal of Planning Commission Decision to City Council* (This fee is to file the appeal Only, Appeal process costs will be covered by a DDA Account)	-	\$1,000	\$1,000	\$1,000	0%
78	Additional Appeal Fee to the Applicant for Planning Commission Decision to the City Council for Permits that require CEQA Review (EIR)	-	\$10,000	\$10,000	\$10,000	0%
79	Additional Appeal Fee to the Applicant for Planning Commission Decision to the City Council for Permits that require CEQA Review (MND or CatEX)	-	\$3,000	\$3,000	\$3,000	0%
80	Appeal of Administrative Permit to Planning Commission	\$ 452	\$390	\$375	\$375	0%
81	Appeal of Sign Permit to Planning Commission	\$ 218	\$210	\$218	\$220	1%
Building Permit Fees						
Public Works- Engineering Review						
82	New construction (120 sf - 1000 sf)	\$159	n/a	\$150	\$159	6%
83	New construction (>1000 sf)	\$255	n/a	\$245	\$255	4%
84	New Construction- Requiring Water/Sewer Review	\$95	n/a	\$90	\$95	6%
85	Fire Sprinklers, Grease Trap, backflow	\$127	n/a	\$120	\$127	6%
86	Commercial Remodels-Change of Use (Increased capacity)	\$95	n/a	\$90	\$95	6%
87	Frontage, driveway, parking, circulation, flatwork	\$159	n/a	\$150	\$159	6%

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PLANNING AND DEVELOPMENT FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees	% Change
Community Development Department (CDD-Planning Review)						
88	Over the Counter Permit	\$55	\$158	\$55	\$55	-1%
89	Interior Remodel	\$81	n/a	\$110	\$81	-27%
90	Residential Site Plan Review	\$80	n/a	\$125	\$80	-36%
91	Commercial Site Development/Land Use Review	\$160	n/a	\$250	\$160	-36%
Non-Departmental						
92	Demolition	\$118	-	\$115	\$118	3%
93	Amendment to Plan set or Conditions (voluntary or corrections)	\$86	-	\$85	\$86	2%
94	Complex Project requiring costs incurred (min initial deposit)*	DDA	-	*\$2,000	*\$2,000	0%
95	General Plan Maintenance Fee	-	1.5% of Valuation	Waived by Res # 4471-2021	Waived by Res # 4471-2021	0%
96	Waste Management Checklist processing Fee	54.52	\$40	\$40	\$55	38%
	Note: Waste recycling deposits are refunded based on a pro-rated percentage of the recycling target met.					
Sign Permit Fees						
97	Permanent & Temporary	\$54	\$50	\$30	\$50	67%
98	Political (Refundable Deposit)	\$100	\$100	\$100	\$100	0%
99	Planning Commission Sign Permit (no public hearing required)	\$325	\$200	\$208	\$324	56%
Administrative Permits*						
100	Administrative Coastal Development Permit	\$1,449	\$1,100	\$1,143	\$1,450	27%
101	Administrative Design Review	\$687	\$580	\$603	\$685	14%
102	Administrative Design Review (Public Art, Murals, Paint Colors)	\$40	\$30	\$40	\$40	0%
103	Administrative Variance	\$775	\$580	\$603	\$775	29%
104	Amendment to Administrative Permit (major/minor)	\$460	\$580	\$603	\$460	-24%
105	Certificate of Compliance	\$856	\$805	\$805	\$855	6%
106	Floodplain Development Permit	\$662	\$580	\$603	\$662	10%
107	Limited Term Permits not requiring TAC review	\$164	\$150	\$156	\$165	6%
108	Mobile Vending Unit Permit (includes business license fee)	\$650	\$571	\$571	\$650	14%
	Annual Renewal - Mobile Vending Unit Fee	\$500	\$500	\$500	\$500	0%
109	Minor Use Permit	\$1,159	\$930	\$966	\$1,160	20%
110	Medical Marijuana Cultivation Minor Use Permit	\$398	\$610	Costs Incurred	DDA	0%
111	Cannabis Business Permit	\$863	New	New	\$865	0%
112	Cannabis Business Permit Renewal	\$269	New	New	\$270	0%
113	Public Hearing (requested for Administrative Permit)	\$963	\$1,000	\$1,018	\$960	-6%
114	Amendment to Design Review, CDP, Use Permit (Minor - no environmental and public hearing required)	\$457	\$480	Costs Incurred	DDA	0%
115	Emergency Permit	\$444	\$461	\$634	\$445	-30%
Permits Requiring Planning Commission Review*						
116	Hearing Cost (in addition to permit fee, below)	\$1,180	\$900	\$935	\$1,180	26%
117	Adult-Oriented Business Permit	\$1,110	DDA	DDA	DDA	n/a
118	Certificate of Appropriateness	\$394	\$440	\$440	\$395	-10%
119	Coastal Development Permit	\$1,449	\$1,143	\$1,188	\$1,450	22%
120	Coastal Development Permit for Second Units	\$723	\$800	\$800	\$725	-9%
121	Design Review	\$687	\$603	\$627	\$685	9%
122	Use Permit	\$1,159	\$966	\$1,004	\$1,160	16%

\*Charged for DDA Complex projects which exceeds scope of Review covered by the proposed fee schedule.

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PLANNING AND DEVELOPMENT FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees	% Change
<b>Developer Deposit Account Projects</b>						
123	Cannabis Manufacturing Use Permit	-	Costs Incurred	Costs Incurred	Costs Incurred	n/a
124	Variance	\$775	\$722	\$750	\$775	3%
<b>Planning Permit Extension*</b>						
125	Non-subdivision; does not require a public hearing	\$120	\$150	\$150	\$120	-20%
126	Non-subdivision; requires a public hearing before the Director	\$470	\$300	\$300	\$470	57%
127	Non-subdivision; requires a public hearing before the Planning Commission	\$1,156	\$1,242	\$1,242	\$1,155	-7%
128	Annexation		DDA	DDA	DDA	
129	Development Agreement		DDA	DDA	DDA	
130	Environmental Review: Negative Declaration; Environmental Impact Report		DDA	DDA	DDA	
131	General Plan Amendment		DDA	DDA	DDA	
132	Local Coastal Plan Amendment		DDA	DDA	DDA	
133	Mitigation Monitoring		DDA	DDA	DDA	
134	Planned Development Permit		DDA	DDA	DDA	
135	Rezoning		DDA	DDA	DDA	
136	Specific Plan		DDA	DDA	DDA	
<b>Subdivisions</b>						
	<b>Subdivision Map:</b>					
137	Extension of Time	120	\$170	\$177	\$120	-32%
138	Final Map	-	DDA	DDA	DDA	
139	Improvement Plan, Plan Check, Construction Inspection	-	DDA	DDA	DDA	
140	Minor Subdivision (<5 Parcels)	-	DDA	DDA	DDA	
141	Major Subdivision (>5 Parcels)	-	DDA	DDA	DDA	
142	Parcel Merger	-	DDA	DDA	DDA	
143	Parcel Map	-	DDA	DDA	DDA	
144	Reversion to Acreage	-	DDA	DDA	DDA	
145	Certificate of Compliance	856	DDA	DDA	\$855	
146	Lot Line Adjustment	496	DDA	DDA	\$495	
<b>Code Enforcement fees</b>						
147	Cost of Abatement Nuisances by City Forces		N/a	N/a	Costs Incurred	

\*At the discretion of the Community Development Director , applicants may require to

NOTE: At the discretion of the Director, a deposit account may be required in lieu of a flat fee for any planning permit(s) deemed likely to substantially exceed the City's typical costs in processing the permit.



**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PUBLIC SAFETY FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees	% Change
<b>Alarm Fees- Charged for excessive false alarms</b>						
148	After third false alarm in calendar year	-	\$50	\$50	\$50	0%
149	After fourth false alarm in calendar year	-	\$100	\$100	\$100	0%
150	After fifth false alarm in calendar year	-	\$200	\$200	\$200	0%
151	Reinstatement bond, annually	-	\$500	\$500	\$500	0%
<b>Miscellaneous Recordings &amp; Copies</b>						
152	Civil Subpoena Appearance Fee (Audio tape recording copy)	-	\$275 + additional time/rate adjustment	\$275 + additional time/rate adjustment	\$275 + additional time/rate adjustment	0%
153	Fingerprinting fee	\$23	\$30	\$30	\$30	0%
154	Digital photographs (evidence)	-	\$27 + cost of photo supplies (\$1/sheet of photo paper or digital CD copy+postage if mailed).	\$27 + cost of photo supplies (\$1/sheet of photo paper or digital CD copy+postage if mailed).	\$27 + cost of photo supplies (\$1/sheet of photo paper or digital CD copy+postage if mailed).	0%
155	Insurance Letter for Crime Report	\$26	\$25	\$25	\$25	0%
156	Record clearance checks	\$56	\$57	\$57	\$57	0%
157	Vehicle accident report - video tape copy	-	\$25	\$25	\$25	0%
<b>Miscellaneous Storage fees</b>						
158	Stored Evidence Vehicle Fee (when stored onsite; per day)	\$13	\$12	\$12	\$12	0%
159	Repossessed Vehicle Release	-	\$15	\$15	\$15	0%
160	Gun Storage Fee	\$71	\$70	\$70	\$70	0%
161	Vehicle Release (for towed vehicle) - normal release NOTE: Tow Charge when applicable is due to City prior to release of vehicle by local tow company	\$102	\$100	\$100	\$100	0%
<b>Parking Citation Penalties &amp; Violations</b>						
162	Administrative Fee (for cancelling a violation issued when person fails to display their handicap placard)	-	\$25	\$25	\$25	0%
163	Blocking a driveway	-	\$45	\$45	\$45	0%
164	Disabled Parking Space w/o Disabled Plate or Placard	-	\$285	\$285	\$285	0%
165	Electric Vehicle Charging Violation (More than 4 hours)	-	\$45	\$45	\$45	0%
166	Non-Electric Vehicle Parked in EV Parking space	-	\$45	\$45	\$45	0%
167	Small, one-time jobs (under \$2,000)	-	\$45	\$45	\$45	0%
168	No Parking	-	\$45	\$45	\$45	0%
169	Off Street Parking Violation	-	\$45	\$45	\$45	0%
170	Parked More than 18" from Curb	-	\$45	\$45	\$45	0%
171	Parked on Sidewalk	-	\$45	\$45	\$45	0%
172	Parking in Alley	-	\$45	\$45	\$45	0%
173	Parking Space Markings	-	\$45	\$45	\$45	0%
174	Permit Parking Only	-	\$45	\$45	\$45	0%
175	Red zone	-	\$45	\$45	\$45	0%
176	Timed Parking Zone	-	\$45	\$45	\$45	0%
177	Wrong side of Road	-	\$45	\$45	\$45	0%
178	Yellow loading Road	-	\$45	\$45	\$45	0%
168	72- Hour continuous Parking (parking violation)	-	\$75	\$75	\$75	0%

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PUBLIC SAFETY FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees	% Change
<b>Skate Park Facility Violations</b>						
169	First offense	-	\$5	\$5	\$5	0%
170	Second violation within a year	-	\$10	\$10	\$10	0%
171	Third or further violation within a year	-	\$25	\$25	\$25	0%
<b>Licenses</b>						
172	Bicycle License	No fee	No fee	No fee	No fee	0%
<b>Taxicab Fees:</b>						
173	Initial Permit Application Fee	\$ 135.30	\$135	\$135	\$135	0%
174	Initial Taxi Driver Background Check	\$ 119.38	110 +DOJ	110 +DOJ	110 +DOJ	0%
	<i>Annual Renewal License Fee:</i>					
175	For first vehicle	-	\$50	\$50	\$50	0%
176	Additional vehicle(s)	-	\$10	\$10	\$10	0%
<b>Dance Fees</b>						
177	Public dance, per event	-	\$75	\$75	\$75	0%
178	Dances at a fixed place of business where alcoholic beverages are sold, annually	-	\$300	\$300	\$300	0%
179	Dances at fixed place of business where alcoholic beverages are not sold, annually	-	\$150	\$150	\$150	0%
180	Dances, as defined in the FBMC Section 5.12.080		No fee	No fee	No fee	0%

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PUBLIC WORKS FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
<b>Miscellaneous Fees</b>						
181	Grading & Storm Water Protection Permit Fee	\$ 397	Actual cost incurred for staff review and approval; \$300 deposit	Actual cost incurred for staff review and approval; \$300 deposit	\$395	0%
<b>Streets and Facility Fees</b>						
<u>Street Furniture Permit Fees:</u>						
182	First Year		\$155	\$155	\$155	0%
183	Renewal: Subsequent Years		\$55	\$55	\$55	0%
184	Processing Fee for Parade/Street Closure	\$350	\$270	\$270	\$350	0%
<u>Deposit to Borrow City-Owned Equipment</u>						
185	Barricades (deposit, per barricade)	-	30% of cost of borrowed barricades (i.e number borrowed x \$35 x 30%)	30% of cost of borrowed barricades (i.e number borrowed x \$35 x 30%)	30% of cost of borrowed barricades (i.e number borrowed x \$35 x 30%)	0%
186	36" Reflective Traffic Cone (deposit, per cone)	-	30% of cost of borrowed cones (i.e number borrowed x \$25 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$25 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$25 x 30%)	0%
187	28" Reflective Traffic Cone (deposit, per cone)	-	30% of cost of borrowed cones (i.e number borrowed x \$15 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$15 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$15 x 30%)	0%
188	18" Reflective Traffic Cone (deposit, per cone)	-	30% of cost of borrowed cones (i.e number borrowed x \$10 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$10 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$10 x 30%)	0%
189	12" Reflective Traffic Cone (deposit, per cone)	-	30% of cost of borrowed cones (i.e number borrowed x \$8 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$8 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$8 x 30%)	0%
190	No Parking Tripod (deposit, per tripod)	-	30% of cost of borrowed cones (i.e number borrowed x \$30 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$30 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$30 x 30%)	0%

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PUBLIC WORKS FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
Public Works Fees						100%
191	D-2 Rate for Hourly Supervision of Contractors Modifying City Water System	-	-	Fully loaded staff rate of employee(s) performing work; deposit required.	Fully loaded staff rate of employee(s) performing work; deposit required.	
192	Pot Holing		Costs Incurred	Costs Incurred	Costs Incurred	
193	Preparation Fee for Borrowing City Equipment	78.97	-	-	\$80	
Encroachment Permit Fees						0%
<u>Performance Bond</u>						
(Bonded, licensed contractors shall not be required to comply with the deposits specified)						
194	Deposit	-	\$500	\$500	\$500	
195	For excavation within paved roadway, alley, or easement areas	-	\$2/square foot	\$2/square foot	\$2/square foot	0%
196	For excavation within unpaved roadway, alley, or easement areas	-	\$1/square foot	\$1/square foot	\$1/square foot	0%
197	For excavation within parkway or sidewalk area, whether or not improved with concrete sidewalk	-	\$5/square foot	\$5/square foot	\$5/square foot	0%
198	For all other public improvements	-	Use estimated construction cost determined by the developer and approved by the City Engineer	Use estimated construction cost determined by the developer and approved by the City Engineer	Use estimated construction cost determined by the developer and approved by the City Engineer	0%
199	Permit Review & Issuance Fee	-	\$80	\$80	\$95	19%
<u>Permit Inspection Fee</u>						6%
200	Annual Encroachment Permit	\$95.00	\$95	\$90	\$95	
201	Trenching	\$63.64	\$50 (1st 100 lf) + \$0.25/lf afterwards	\$50 (1st 100 lf) + \$0.25/lf afterwards	\$50 (1st 100 lf) + \$0.25/lf afterwards	
202	Sidewalk Closure (façade improvements, sidewalk sales,etc)	See fee calc tab	\$70	\$70	\$70	
203	Street Closure	\$161.04	-	-	\$160	100%
204	Inspection Fees - Repairs & Replacements	\$79.56	65	65	80	23%
205	Miscellaneous Permits (not covered elsewhere; per location)		\$100	\$100	\$100	0%
206	Parking (per week; per space)		\$25	\$25	\$25	0%
207	Sidewalk, Curb & Gutter, Ramp, Conform Paving & Driveway	\$63.64	\$0.10/sf	\$0.10/sf	\$0.10/sf	New fee
208	Oversize Load Permit	\$15.00	-	-	\$15	
209	Fine for Working without Encroachment Permit		Double cost of permit	Double cost of permit	Double cost of permit	

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PUBLIC WORKS FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
Water Enterprise Fees						24%  0% 0%
Backflow Prevention Device Fees:						
210	Inspection Fee - New Backflow Installation	\$60		\$60	\$60	
211	Annual test fee if performed by City personnel (should the device fail the test, customer is responsible for repairs & would receive one follow-up retest at no charge)	\$133	\$125	\$105	\$130	
212	Annual fee for private business who wishes to be listed as a Backflow Prevention Device Tester (upon filing the proper documentation with the City Clerk)		\$225	\$225	\$225	
213	Temporary backflow device for special events	\$100	100	100	\$ 100	
Grease Trap/Interceptors:						
214	Initial Application Fee	\$166	\$155	\$145	\$160	
Public Works Fees						
215	Annual Inspection Fee	\$95	\$85	\$80	\$95	
Sanitary Sewer Fees						19%  7%
216	Permit and inspection of connections to the sanitary sewer system per residential or nonresidential unit	\$162	\$145	\$150	\$160	
217	Permit and inspection of apartment connections to the sanitary sewer system	-	\$140 + \$10 per each unit in excess of 5 units	\$140 + \$10 per each unit in excess of 5 units	\$160 +\$10 per unit in excess of 5 units	
218	Extension of sewer mains or other work required, such as setting manholes or installing pump stations, to extend service to an area or parcel to accommodate a connection	-	Actual cost of work; \$70 for written cost estimate	Actual cost of work; \$70 for written cost estimate	Actual cost of work; \$70 for written cost estimate	
219	During Normal Operation Hours	-	Minimum charge of one hour; hourly rate is based on the current rate of employee, including	Minimum charge of one hour; hourly rate is based on the current rate of employee, including	Minimum charge of one hour; hourly rate is based on the current rate of employee, including benefits & overhead	
220	If After Hours*	-	Minimum charge to cover up to 3 hours; rate is based on three times the current overtime rate of employee, including benefits & overhead. Hourly rate	Minimum charge to cover up to 3 hours; rate is based on three times the current overtime rate of employee, including benefits & overhead. Hourly rate thereafter, rate	Minimum charge to cover up to 3 hours; rate is based on three times the current overtime rate of employee, including benefits & overhead. Hourly rate thereafter, rate is based on the current overtime	

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PUBLIC WORKS FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
<b><u>Treated Wastewater Disposal Fee</u></b>						
221	Septage Receiving Station Tipping Fees		-	-	\$0.20/ gallon and a \$40 gate fee	
<b>Water Enterprise Fees</b>						
222	Water Charges for Voluntary Water Sales (per Hundred Cubic Feet (HCF)	-	\$15.54	\$15.54	\$16.32	5%
223	Water Account Deposit	-	\$150	\$150	\$150	0%
224	Water Hydrant Meter Rental Deposit	-	\$950	\$950	\$950	0%
225	Water Hydrant Meter Rental (per month)	\$0	\$25	\$25	\$25	0%
226	Water Line Testing and Forms	-	Cost Incurred	Cost Incurred	Cost Incurred	0%
227	Water Meter Split Evaluation	\$73	\$65	\$65	\$70	8%
228	Water Turn On/Off at Customer Request	\$34	\$30	\$30	\$35	17%
229	Water Turn On After Hours*	\$206	\$200	\$200	\$200	0%
*after hours is considered after 2:30 on regular business; and anytime on weekends and holidays						
230	Greywater Reuse Application Fee	-	\$47	\$50	\$50	0%

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

City of Fort Bragg					
Master Fee Schedule					
Schedule of WATER CAPACITY & CONNECTION FEES					
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee
	WATER CAPACITY CHARGE	-	\$4,631	\$4,631	\$4,631
	Multi-Family Unit Capacity Charge (Res# 4094-2018)	-	-	\$3,983	\$3,983
WATER SERVICE CONNECTION FEES					
	Sewer Service Type			Over 30 feet, \$/ft.	2022/23 Proposed Fee
	3/4" Single Service			\$38.30	\$2,624
	1" Single Service			\$40.87	\$3,165
	1" Single Service Split into 2 5/8" x 3/4"			\$43.16	\$4,121
	1 1/2" Single Service			\$44.82	\$4,030
	2" Single Service Split into 5 5/8" x 3/4"			\$56.34	\$5,721
	2" Service Disc Meter - Low Demand			\$50.81	\$4,560
	4" Service			\$42.01	\$7,597
	6" Service			\$54.75	\$10,980
METER ONLY INSTALL					
	Size	Actual Costs	2019/20 Fees	2019/2020 Adopted Fees	2022/23 Proposed Fee
	5/8" x 3/4"	-	\$738	\$738	\$950
	1"	-	\$1,123	\$1,123	\$1,210
	1" Single Service Split into 2 - 5/8" x 3/4"	-	\$1,123	\$1,123	\$1,639
	1-1/2"	-	\$1,911	\$1,911	\$2,144
	2"		\$2,986	\$2,986	\$2,062
	4"	-	Time & Materials	Time & Materials	\$4,949
	6"	-	Time & Materials	Time & Materials	\$7,203
METER SPLIT					
	2 5/8" x 3/4" meters on existing service	-	\$1,188	\$1,188	\$1,259
	Meter split with street crimp in cement sidewalk	-	\$1,548	\$1,548	\$1,580

0%  
0%

FORT BRAGG CITY COUNCIL RESOLUTION NO.3989-2017 DATED MARCH 27,2017

- 1.The City will not required separate water and/or sewer connections for any Accessory Dwelling Unit(ADU)
2. If a property owner chooses not to establish a separate water connection and/or a separate sewer connection for an ADU, a connection fee must be paid accordance with the City's adopted fee schedule.
3. The City will not require payment of water or sewer capacity fees for any ADU

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

City of Fort Bragg						
Master Fee Schedule						
Schedule of SEWER CAPACITY & CONNECTION FEES						
	CATEGORY	Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
	SEWER CAPACITY CHARGE	-	\$3,640	\$3,640	\$3,640	0%
SEWER SERVICE CONNECTION FEES						
Sewer Service Type						
	Sewer Connection Only (no water)			Over 30 feet, \$/ft.	Fee includes 30 feet of pipeline	
	4" Lateral, 4' Deep			\$73.29	\$2,199	
	4" Lateral, 6' Deep			\$90.47	\$2,714	
	4" Lateral, 8' Deep			\$116.62	\$3,498	
	4" Lateral, 10' Deep			\$145.18	\$4,355	
	6" Lateral, 4' Deep			\$84.46	\$2,534	
	6" Lateral, 6' Deep			\$102.13	\$3,064	
	6" Lateral, 8' Deep			\$128.62	\$3,858	
	6" Lateral, 10' Deep			\$157.68	\$4,730	

FORT BRAGG CITY COUNCIL RESOLUTION NO.3989-2017 DATED MARCH 27,2017	
1.The City will not required separate water and/or sewer connections for any Accessory Dwelling Unit(ADU)	
2. If a property owner chooses to establish a separate water connection and/or a separate sewer connection for an ADU, a connection fee must be paid accordance with the City's adopted fee schedule.	
3. The City will not require payment of water or sewer capacity fees for any ADU	

Schedule of DRAINAGE FEES						
	CATEGORY	Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
LAND USE CLASSIFICATION						
	RVH, RH, RM		\$0.15013	\$0.15013	\$0.1501	0%
	RL		\$0.37054	\$0.37054	\$0.3705	0%
	RS, RR		\$0.37054	\$0.37054	\$0.3705	0%
	CN, CO, CBD, CG, CH		\$0.14623	\$0.14623	\$0.1462	0%
	IH, IL, HD, IT		\$0.14623	\$0.14623	\$0.1462	0%
	PR		\$0.14361	\$0.14361	\$0.1436	0%
	PF		\$0.05068	\$0.05068	\$0.0507	0%
	OS		\$0.21541	\$0.21541	\$0.2154	0%



**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of WATER CONSERVATION PENALTIES						
	CATEGORY	Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
<b>WATER CONSERVATION PENALTIES</b>						
<b>CATEGORY</b>					<b>PENALTY</b>	
Penalties for Violation:						
<b>STAGE:1</b>						
1.	First Offense:					
	a.Minor Offense				\$20 + written warning	
	b.Major Offense				\$100 + written warning	
2.	Second Offense:					
	a.Minor Offense				\$100	
	b.Major Offense				\$500	
3.	Third or Subsequent Offense:					
	a.Minor Offense				\$500	
	b.Major Offense				\$1,000	
<b>STAGE:2</b>						
1.	First Offense:					
	a.Minor Offense				\$100	
	b.Major Offense				\$250	
2.	Second Offense:					
	a.Minor Offense				\$250	
	b.Major Offense				\$500	
3.	Third or Subsequent Offense:					
	a.Minor Offense				\$500	
	b.Major Offense				\$1,000	
<b>STAGE: 3 &amp; 4</b>						
1.	First Offense				\$500	
2.	Second Offense				\$1,000	
3.	Third or Subsequent Offense					
	The City Manager may instruct staff to shut off the water service to				\$1,000	

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PARKS & FACILITIES USAGE FEES						
	CATEGORY	Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
<b>TOWN HALL</b>						
	Additional Use Beyond Basic 12 Hours (per hour)	-	\$120	\$10	\$10	0%
	Basic Use Fee (each 12 hours)		\$125	\$125	\$125	0%
	Non-Profit Use Fee (each 12 hours)	-	\$60	\$60	\$60	0%
	Custodian Charge (per hour during normal hours of work)	\$78.71	\$62	\$62	\$78	26%
	Custodian Charge (per hour; Overtime Rate)	\$216.12	\$186	\$186	\$216	16%
	Deposit for Alcohol Use	-	\$500	\$500	\$500	0%
	Security/Cleaning & Key Deposit		\$200	\$200	\$200	0%
	AV Equipment Use & Setup Fee (hourly) Min. 2 hours. \$44/hourly charge thereafter	\$155	\$135	\$135	\$140	4%
	AV Tech after hours charge (hourly) - Per event	\$182	\$178	\$178	\$182	2%
Normal Hours: 8am - 5pm (Mon-Fri), excluding holidays. After hours: Other than Normal Hours noted above.						
<b>FILM PERMIT FEES</b>						
	CATEGORY	Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	
<b>PERMIT PROCESSING FEE</b>						
	Minor Events (up to 7 days)	\$50	\$50	\$50	\$50	0%
	Major Events (over 7 days)	\$100	\$100	\$100	\$100	0%
	Event Deposit Account:	-	A deposit account will be set up to cover cost of employees & equipment	A deposit account will be set up to cover cost of employees & equipment	A deposit account will be set up to cover cost of employees & equipment required during	0%
<b>GYM USE</b>						
	CATEGORY	Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	
	Basic Use Fee (per hour)	-	\$20	\$20	\$20	0%
	Daily Use Fee (12 hours)	-	\$100	\$100	\$100	0%
	Extended Use Fee	-	Fee established on case-by-case basis by City Manager	Fee established on case-by-case basis by City Manager	Fee established on case-by-case basis by City Manager	0%
	Non-Profit Use Fee (for up to 3 hours of use)	-	\$25	\$25	\$25	0%
<b>SMALL CELL WIRELESS FACILITIES FEES</b>						
	CATEGORY	Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	
	<b>Small Cell Wireless Permit Application Fees</b>					
	Collocated Small Cell Wireless Facilities (up to five cells)	-	-	\$500	\$500	0%
	Collocated Small Cell Wireless Facilities (per cell beyond five)	-	-	\$100	\$100	0%
	New Pole or Structure for Small Cell Wireless Facility (per pole)	-	-	\$1,000	\$1,000	0%
	Master License Agreement (MLA) Administrative Fee	-	-	Actual Cost/DDA	Actual Cost/DDA	0%
	Additional actual costs related to processing Small Cell Wireless Facilities applications	-	-	Actual Cost/DDA	Actual Cost/DDA	0%
	<b>Annual Administrative Review, Inspection, Monitoring &amp; Reporting</b>	-	-			0%
	Small Cell Attached to City-Owned Pole or Structure	-	-	\$270	\$270	0%
	Small Cell Not Attached to City-Owned Pole or Structure	-	-	\$270	\$270	0%
	Small Cell Covered by MLA	-	-	Per MLA	Per MLA	0%
297	Additional actual costs related to administering small cell wireless facilities	-	-	Actual Cost	Actual Cost	0%

## RESOLUTION NO. \_\_\_\_-2022

### RESOLUTION OF THE FORT BRAGG CITY COUNCIL ADOPTING UPDATED FEES FOR VARIOUS PLANNING AND DEVELOPMENT SERVICES

**WHEREAS**, the Fort Bragg Municipal Code, Title 17 (Coastal Land Use & Development Code), Title 18 (Inland Land Use & Development Code), the California Environmental Quality Act Guidelines, Section 15045, and Government Code Sections 65104 and 66014 authorize the establishment of fees in order to recover and defray costs incurred in the processing of applications for planning and subdivision projects, annexations, and building permits, including inspections ("Planning and Development Fees "); and

**WHEREAS**, the City maintains a comprehensive "Consolidated Fee Schedule" to provide members of the public and City staff with a convenient method for determining fees and charges that apply to certain City services; and

**WHEREAS**, included in the Consolidated Fee Schedule is a list of fees for Planning and Development Fees; and

**WHEREAS**, the City has conducted an analysis of its Planning and Development Fees and the costs reasonably incurred in providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for such services; and

**WHEREAS**, based on the recent analysis of the cost of providing Planning and Development Fees, some of the fees and charges listed on the Consolidated Fee Schedule for such Services are no longer adequate to cover the estimated reasonable cost of providing those services; and

**WHEREAS**, pursuant to Government Code section 66016, the specific fees to be charged for such services must be adopted by the City Council after providing notice and holding an open and public meeting; and

**WHEREAS**, the City Council and Municipal Improvement District Board opened a public hearing on September 12, 2022, following proper notice, to obtain comments on the proposed fee schedule changes; and

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

1. All notices and publications have been given in accordance with Government Code section 66016; and
2. Information regarding the proposed fee increases, including the cost or estimated cost required to provide the service for which a specific fee is levied, have been made available to the public for at least ten (10) days prior to the public meeting; and
3. The fees collected for providing miscellaneous services are not a source of additional general fund revenues nor are they a "special tax" as described in California Government Code section 50076; and
4. Modifications to current fees as identified in Exhibit "A" have been reviewed and are found to not exceed the estimated reasonable cost of providing the services for which the fees are levied.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby adopt the fees as shown on Exhibit "A," attached, showing the fees to be charged for the services described therein; and

**BE IT FURTHER RESOLVED** that the City Clerk is authorized and directed to update the Consolidated Fee Schedule to reflect the fees described in Exhibit "A"; and

**BE IT FURTHER RESOLVED** that these fees shall become effective December 1, 2022.

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 September 12, 2022 by the following vote:

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

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**BERNIE NORVELL**  
Mayor

**ATTEST:**

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**June Lemos, MMC**  
City Clerk

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PLANNING AND DEVELOPMENT FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees	% Change
General Information and Letters						
66	Address Label	\$12	\$32	\$33	\$12	-64%
67	Inclusionary Housing Fees (Interim)	Determined at time of application	Determined at time of application	Determined at time of application	Determined at time of application	
68	Research Fee (Hourly)	\$53	\$55	\$55	\$53	-4%
69	Pre-application Analysis & Meetings(s)	\$339	Costs Incurred; \$550 Deposit	Costs Incurred \$550 Deposit	\$340	n/a
70	Geographic Information System (GIS) Site Map	\$53	\$20	\$21	\$55	162%
Technical Advisory Committee Review (Fee waived for non-profit events)						
71	Minor	\$556		\$630	\$560	-11%
72	Major	Costs Incurred	Costs Incurred	Costs Incurred	Costs Incurred	0%
73	Zoning Letter (Hourly)	\$192	\$115	\$104	\$190	83%
Parking In-Lieu Fees						
74	Existing Commercial Building		Fee waived	Fee waived	Fee waived	0%
75	New Commercial Building		Fee waived	Fee waived	Fee waived	0%
	Note: The City Council adopted Resolution No. 4482-2021 establishing a temporary moratorium on the collection of Parking-In-Lieu Fees through December 31, 2022					
Appeals						
76	Appeal Fee for Code Enforcement Actions *Note: If appeal is sustained, fee will be refunded		Equal to Code Enforcement Fee	Equal to Code Enforcement Fee	Equal to Code Enforcement Fee	0%
77	Appeal of Planning Commission Decision to City Council* (This fee is to file the appeal Only, Appeal process costs will be covered by a DDA Account)	-	\$1,000	\$1,000	\$1,000	0%
78	Additional Appeal Fee to the Applicant for Planning Commission Decision to the City Council for Permits that require CEQA Review (EIR)	-	\$10,000	\$10,000	\$10,000	0%
79	Additional Appeal Fee to the Applicant for Planning Commission Decision to the City Council for Permits that require CEQA Review (MND or CatEX)	-	\$3,000	\$3,000	\$3,000	0%
80	Appeal of Administrative Permit to Planning Commission	\$ 452	\$390	\$375	\$375	0%
81	Appeal of Sign Permit to Planning Commission	\$ 218	\$210	\$218	\$220	1%
Building Permit Fees						
Public Works- Engineering Review						
82	New construction (120 sf - 1000 sf)	\$159	n/a	\$150	\$159	6%
83	New construction (>1000 sf)	\$255	n/a	\$245	\$255	4%
84	New Construction- Requiring Water/Sewer Review	\$95	n/a	\$90	\$95	6%
85	Fire Sprinklers, Grease Trap, backflow	\$127	n/a	\$120	\$127	6%
86	Commercial Remodels-Change of Use (Increased capacity)	\$95	n/a	\$90	\$95	6%
87	Frontage, driveway, parking, circulation, flatwork	\$159	n/a	\$150	\$159	6%

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PLANNING AND DEVELOPMENT FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees	% Change
Community Development Department (CDD-Planning Review)						
88	Over the Counter Permit	\$55	\$158	\$55	\$55	-1%
89	Interior Remodel	\$81	n/a	\$110	\$81	-27%
90	Residential Site Plan Review	\$80	n/a	\$125	\$80	-36%
91	Commercial Site Development/Land Use Review	\$160	n/a	\$250	\$160	-36%
Non-Departmental						
92	Demolition	\$118	-	\$115	\$118	3%
93	Amendment to Plan set or Conditions (voluntary or corrections)	\$86	-	\$85	\$86	2%
94	Complex Project requiring costs incurred (min initial deposit)*	DDA	-	*\$2,000	*\$2,000	0%
95	General Plan Maintenance Fee	-	1.5% of Valuation	Waived by Res # 4471-2021	Waived by Res # 4471-2021	0%
96	Waste Management Checklist processing Fee	54.52	\$40	\$40	\$55	38%
	Note: Waste recycling deposits are refunded based on a pro-rated percentage of the recycling target met.					
Sign Permit Fees						
97	Permanent & Temporary	\$54	\$50	\$30	\$50	67%
98	Political (Refundable Deposit)	\$100	\$100	\$100	\$100	0%
99	Planning Commission Sign Permit (no public hearing required)	\$325	\$200	\$208	\$324	56%
Administrative Permits*						
100	Administrative Coastal Development Permit	\$1,449	\$1,100	\$1,143	\$1,450	27%
101	Administrative Design Review	\$687	\$580	\$603	\$685	14%
102	Administrative Design Review (Public Art, Murals, Paint Colors)	\$40	\$30	\$40	\$40	0%
103	Administrative Variance	\$775	\$580	\$603	\$775	29%
104	Amendment to Administrative Permit (major/minor)	\$460	\$580	\$603	\$460	-24%
105	Certificate of Compliance	\$856	\$805	\$805	\$855	6%
106	Floodplain Development Permit	\$662	\$580	\$603	\$662	10%
107	Limited Term Permits not requiring TAC review	\$164	\$150	\$156	\$165	6%
108	Mobile Vending Unit Permit (includes business license fee)	\$650	\$571	\$571	\$650	14%
	Annual Renewal - Mobile Vending Unit Fee	\$500	\$500	\$500	\$500	0%
109	Minor Use Permit	\$1,159	\$930	\$966	\$1,160	20%
110	Medical Marijuana Cultivation Minor Use Permit	\$398	\$610	Costs Incurred	DDA	0%
111	Cannabis Business Permit	\$863	New	New	\$865	0%
112	Cannabis Business Permit Renewal	\$269	New	New	\$270	0%
113	Public Hearing (requested for Administrative Permit)	\$963	\$1,000	\$1,018	\$960	-6%
114	Amendment to Design Review, CDP, Use Permit (Minor - no environmental and public hearing required)	\$457	\$480	Costs Incurred	DDA	0%
115	Emergency Permit	\$444	\$461	\$634	\$445	-30%
Permits Requiring Planning Commission Review*						
116	Hearing Cost (in addition to permit fee, below)	\$1,180	\$900	\$935	\$1,180	26%
117	Adult-Oriented Business Permit	\$1,110	DDA	DDA	DDA	n/a
118	Certificate of Appropriateness	\$394	\$440	\$440	\$395	-10%
119	Coastal Development Permit	\$1,449	\$1,143	\$1,188	\$1,450	22%
120	Coastal Development Permit for Second Units	\$723	\$800	\$800	\$725	-9%
121	Design Review	\$687	\$603	\$627	\$685	9%
122	Use Permit	\$1,159	\$966	\$1,004	\$1,160	16%

\*Charged for DDA Complex projects which exceeds scope of Review covered by the proposed fee schedule.

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PLANNING AND DEVELOPMENT FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees	% Change
<b>Developer Deposit Account Projects</b>						
123	Cannabis Manufacturing Use Permit	-	Costs Incurred	Costs Incurred	Costs Incurred	n/a
124	Variance	\$775	\$722	\$750	\$775	3%
<b>Planning Permit Extension*</b>						
125	Non-subdivision; does not require a public hearing	\$120	\$150	\$150	\$120	-20%
126	Non-subdivision; requires a public hearing before the Director	\$470	\$300	\$300	\$470	57%
127	Non-subdivision; requires a public hearing before the Planning Commission	\$1,156	\$1,242	\$1,242	\$1,155	-7%
128	Annexation		DDA	DDA	DDA	
129	Development Agreement		DDA	DDA	DDA	
130	Environmental Review: Negative Declaration; Environmental Impact Report		DDA	DDA	DDA	
131	General Plan Amendment		DDA	DDA	DDA	
132	Local Coastal Plan Amendment		DDA	DDA	DDA	
133	Mitigation Monitoring		DDA	DDA	DDA	
134	Planned Development Permit		DDA	DDA	DDA	
135	Rezoning		DDA	DDA	DDA	
136	Specific Plan		DDA	DDA	DDA	
<b>Subdivisions</b>						
	<b>Subdivision Map:</b>					
137	Extension of Time	120	\$170	\$177	\$120	-32%
138	Final Map	-	DDA	DDA	DDA	
139	Improvement Plan, Plan Check, Construction Inspection	-	DDA	DDA	DDA	
140	Minor Subdivision (<5 Parcels)	-	DDA	DDA	DDA	
141	Major Subdivision (>5 Parcels)	-	DDA	DDA	DDA	
142	Parcel Merger	-	DDA	DDA	DDA	
143	Parcel Map	-	DDA	DDA	DDA	
144	Reversion to Acreage	-	DDA	DDA	DDA	
145	Certificate of Compliance	856	DDA	DDA	\$855	
146	Lot Line Adjustment	496	DDA	DDA	\$495	
<b>Code Enforcement fees</b>						
147	Cost of Abatement Nuisances by City Forces		N/a	N/a	Costs Incurred	

\*At the discretion of the Community Development Director , applicants may require to

NOTE: At the discretion of the Director, a deposit account may be required in lieu of a flat fee for any planning permit(s) deemed likely to substantially exceed the City's typical costs in processing the permit.



**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PUBLIC SAFETY FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees	% Change
<b>Alarm Fees- Charged for excessive false alarms</b>						
148	After third false alarm in calendar year	-	\$50	\$50	\$50	0%
149	After fourth false alarm in calendar year	-	\$100	\$100	\$100	0%
150	After fifth false alarm in calendar year	-	\$200	\$200	\$200	0%
151	Reinstatement bond, annually	-	\$500	\$500	\$500	0%
<b>Miscellaneous Recordings &amp; Copies</b>						
152	Civil Subpoena Appearance Fee (Audio tape recording copy)	-	\$275 + additional time/rate adjustment	\$275 + additional time/rate adjustment	\$275 + additional time/rate adjustment	0%
153	Fingerprinting fee	\$23	\$30	\$30	\$30	0%
154	Digital photographs (evidence)	-	\$27 + cost of photo supplies (\$1/sheet of photo paper or digital CD copy+postage if mailed).	\$27 + cost of photo supplies (\$1/sheet of photo paper or digital CD copy+postage if mailed).	\$27 + cost of photo supplies (\$1/sheet of photo paper or digital CD copy+postage if mailed).	0%
155	Insurance Letter for Crime Report	\$26	\$25	\$25	\$25	0%
156	Record clearance checks	\$56	\$57	\$57	\$57	0%
157	Vehicle accident report - video tape copy	-	\$25	\$25	\$25	0%
<b>Miscellaneous Storage fees</b>						
158	Stored Evidence Vehicle Fee (when stored onsite; per day)	\$13	\$12	\$12	\$12	0%
159	Repossessed Vehicle Release	-	\$15	\$15	\$15	0%
160	Gun Storage Fee	\$71	\$70	\$70	\$70	0%
161	Vehicle Release (for towed vehicle) - normal release NOTE: Tow Charge when applicable is due to City prior to release of vehicle by local tow company	\$102	\$100	\$100	\$100	0%
<b>Parking Citation Penalties &amp; Violations</b>						
162	Administrative Fee (for cancelling a violation issued when person fails to display their handicap placard)	-	\$25	\$25	\$25	0%
163	Blocking a driveway	-	\$45	\$45	\$45	0%
164	Disabled Parking Space w/o Disabled Plate or Placard	-	\$285	\$285	\$285	0%
165	Electric Vehicle Charging Violation (More than 4 hours)	-	\$45	\$45	\$45	0%
166	Non-Electric Vehicle Parked in EV Parking space	-	\$45	\$45	\$45	0%
167	Small, one-time jobs (under \$2,000)	-	\$45	\$45	\$45	0%
168	No Parking	-	\$45	\$45	\$45	0%
169	Off Street Parking Violation	-	\$45	\$45	\$45	0%
170	Parked More than 18" from Curb	-	\$45	\$45	\$45	0%
171	Parked on Sidewalk	-	\$45	\$45	\$45	0%
172	Parking in Alley	-	\$45	\$45	\$45	0%
173	Parking Space Markings	-	\$45	\$45	\$45	0%
174	Permit Parking Only	-	\$45	\$45	\$45	0%
175	Red zone	-	\$45	\$45	\$45	0%
176	Timed Parking Zone	-	\$45	\$45	\$45	0%
177	Wrong side of Road	-	\$45	\$45	\$45	0%
178	Yellow loading Road	-	\$45	\$45	\$45	0%
168	72- Hour continuous Parking (parking violation)	-	\$75	\$75	\$75	0%



**RESOLUTION NO. \_\_\_\_-2022**  
**RESOLUTION OF THE FORT BRAGG CITY COUNCIL**

and

**RESOLUTION NO. ID \_\_\_\_-2022**  
**RESOLUTION OF THE FORT BRAGG MUNICIPAL IMPROVEMENT DISTRICT BOARD**

**ADOPTING A FEE SCHEDULE FOR MISCELLANEOUS CITY SERVICES**

**WHEREAS**, the Fort Bragg City Council and the Fort Bragg Municipal Improvement District No. 1 District Board find it appropriate to charge fees for certain miscellaneous services provided by the City; and

**WHEREAS**, the City maintains a comprehensive "Consolidated Fee Schedule" to provide members of the public and City staff with a convenient method for determining fees and charges that apply to certain City and Municipal Improvement District services; and

**WHEREAS**, included in the Consolidated Fee Schedule is a list of fees for miscellaneous services; and

**WHEREAS**, the City and District reviewed the proposed change to updating fees in 2019 and approved that a complete analysis only be conducted every three years and that every other year, fees and charges (excluding water, sewer, and drainage capacity fees) are increased by the San Francisco-Oakland-Hayward CPI-U index; and

**WHEREAS**, the City and District conducted an analysis of their miscellaneous services and the costs reasonably incurred in providing those services in 2022/23, the beneficiaries of those services, and the revenues produced by those paying fees and charges for miscellaneous services; and

**WHEREAS**, Historically, water, sewer, and drainage capacity fees have been increased using Engineering News Record-20 City Construction Cost Index (consistent with Resolution 2412-2000) to adjust impact fees. In September of 2021, the California Legislature passed Assembly Bill (AB) 602, and the Governor signed it into law. AB 602 creates some new requirements for impact fees that went into effect July 1, 2022. Accordingly, the Staff is not proposing any increase in impact fees at this time and instead intends to hire a consultant to perform a nexus study before any proposed changes; and

**WHEREAS**, the City and District have a policy of recovering the full costs reasonably incurred in providing miscellaneous services of a voluntary and limited nature, such that those receiving the miscellaneous services pay the associated costs and general taxes are not diverted from general services of a broad nature and thereby utilized to subsidize unfairly and inequitably such miscellaneous services; and

**WHEREAS**, pursuant to Government Code Section 66018, the specific fees to be charged for such miscellaneous services must be adopted by the City Council and the Municipal Improvement District Board after providing notice and holding a public hearing; and

**WHEREAS**, the City Council and Municipal Improvement District Board opened a public hearing on September 12, 2022, following proper notice, to obtain comments on the proposed

fee schedule changes, and on that date, received comments on the proposed fee schedule changes; and

**WHEREAS**, based on all the evidence presented at the time of the public hearing on this matter, the City Council and the District Board of the Municipal Improvement District No. 1 find as follows:

1. All notices and publications have been given in accordance with Government Code section 6062a; and
2. The fees collected for providing miscellaneous services are not a source of additional general fund revenues nor are they a "special tax" as described in California Government Code section 50076; and
3. Modifications to the current fees, as identified in Exhibit "A," have been reviewed and are found to not exceed the estimated reasonable cost of providing the services for which the fees are levied.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg and the Board of Directors of the Fort Bragg Municipal Improvement District No. 1 do hereby adopt the fee modifications as shown on Exhibit "A," attached, showing the fees to be charged for the services described therein; and

**BE IT FURTHER RESOLVED** that the City Clerk/District Clerk is authorized and directed to update the Consolidated Fee Schedule to reflect the fees described in Exhibit "A;" and

**BE IT FURTHER RESOLVED** that these fees shall become effective December 1, 2022.

The above and foregoing Resolution was introduced by Council/Board Member \_\_\_\_\_, seconded by Council/Board Member \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 12<sup>th</sup> day of September 2022, by the following vote:

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

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**BERNIE NORVELL**  
Mayor/Chair

**ATTEST:**

---

**June Lemos, MMC**  
City/District Clerk



# **CITY OF FORT BRAGG**

## **2022/23 PROPOSED FEES**

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

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**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

## **INTRODUCTION**

The City of Fort Bragg charges fees to offset the cost of providing various services. Some fees are reviewed on an annual basis to assure that full cost-recovery is provided consistent with established City Council/Improvement District board policies.

The City and District have a policy of recovering the full costs reasonably incurred in providing miscellaneous services of a voluntary and limited nature, such that those receiving the miscellaneous services pay the associated costs and general taxes are not diverted from general services of a broad nature to subsidize unfairly and inequitably such miscellaneous services.

Pursuant to Government Code Section 66018, the specific fees or increases to fees to be charged for such services must be adopted by the City Council and the Municipal Improvement District Board after providing notice and holding a public hearing.

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

City of Fort Bragg					
Master Fee Schedule					
Schedule of Animal Care & Control Fees					
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees
<b>Adoption, Surrender Impoundment and Medical Fees</b>					
1	Adoption Fees		Set by MCHS*	Set by MCHS*	Set by MCHS*
2	Protective Custody Hold		Set by County	Set by County	Set by County
3	Spay/Neuter Fees		Set by MCHS*	Set by MCHS*	Set by MCHS*
4	Vaccinations/Medications/Tests/Microchip		Set by MCHS	Set by MCHS	Set by MCHS
5	Veterinary Services		Set by MCHS	Set by MCHS	Set by MCHS
6	Feed & Care Fees		Set by MCHS	Set by MCHS	Set by MCHS
	<b>Impound/Redemption Fee - Unaltered</b>				
7	1st Offense		\$40	\$40	\$40
8	2nd Offense		\$60	\$60	\$60
9	3rd and Subsequent Offenses		\$100	\$100	\$100
	<b>Impound/Redemption Fee - Altered</b>				
10	1st Offense		\$20	\$20	\$20
11	2nd Offense		\$40	\$40	\$40
12	3rd and Subsequent Offenses		\$60	\$60	\$60
	<b>Surrender Fees:</b>				
13	Stray Animals		Set by MCHS	Set by MCHS	Set by MCHS
14	Owner Surrender		Set by MCHS	Set by MCHS	Set by MCHS
<b>Hearing Fees</b>					
15	Vicious Potentially Dangerous Animal Hearing Fee		\$500	\$500	\$500
<b>Dog Licenses</b>					
16	Altered		\$25	\$25	\$25
17	Unaltered		\$55	\$55	\$55
18	Duplicate License/Tag		\$5	\$5	\$5
19	Delinquent Licensing Penalty - altered		Double license fee	Double license fee	Double license fee
20	Delinquent Licensing Penalty - unaltered		Double license fee	Double license fee	Double license fee
21	Potentially Dangerous/Vicious Dog License		\$100	\$100	\$100

\*Mendocino Coast Humane Society

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of FINANCE FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees	% Change
<b>Reports, Billing, etc.</b>						
22	Audit Reports - complete set	\$34	\$35	\$36	\$34	-6%
23	Audit Reports - subsets	\$17	\$15	\$16	\$16	0%
24	Replace Lost Accounts Payable or Payroll Check	\$43	\$42	\$42	\$42	0%
25	Return Check (Charge for return of bad check from bank or financial institution + staff time)	\$42	\$40	\$42	\$42	0%
26	Budget Document copy	\$69	\$65	\$68	\$69	2%
27	Utility Bill Payment by phone	\$7	\$5	\$5	\$5	0%
28	Utility Bill - Final Notice Penalty	\$58	\$62	\$64	\$58	-10%
29	Utility Profile Fee (one free in 12-month period) + Printing	\$57	\$57	\$57	\$57	0%
<b>Business License Fees:</b>						
30	Initial License	\$83	\$110	\$87	\$83	-5%
31	Expedited B/License - 2 days or less	\$158	-	\$149	\$158	6%
32	Initial License for Home Occupation	\$53	\$70	\$58	\$53	-9%
33	Change of Name	\$13	\$20	\$13	\$13	0%
34	Change of Ownership	\$70	\$95	\$78	\$70	-10%
35	Change of Business Location	\$94	\$92	\$92	\$93	1%
36	Duplicate License	\$10	\$10	\$10	\$10	0%
37	Bingo License	\$10	\$10	\$10	\$10	0%
38	License Renewal (annually)	\$79	\$79	\$79	\$79	0%
39	License Renewal for Home Occupancy (annually)	\$60	\$61	\$61	\$60	-2%
40	Non-Profit Business License	\$46	\$45	\$45	\$45	0%
41	Small, one-time jobs (under \$2,000)	-	\$20	\$20	\$20	0%
42	Vehicle Delivery Business - Operational Rate (annually)	-	\$50	\$50	\$50	0%
<b>Tobacco Sellers License Fees:</b>						
43	Annual License	\$187	\$195	\$185	\$187	1%
44	Change of Business Location	\$45	\$50	\$42	\$43	2%
45	Change of Name	\$16	\$15	\$15	\$15	0%
46	Change of Ownership	\$43	\$50	\$42	\$43	2%

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of MISCELLANEOUS FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees	% Change
<b>Appeal Fees</b>						
47	Appeal of Water Bill	\$201.87	\$200	\$200	\$200	0%
48	Appeal of Administrative Decision	\$415	\$445	\$445	\$415	-7%
<b>Certification of Documents</b>						
49	First Page (includes copy), Each additional page \$0.25	\$11	\$11	\$11	\$11	0%
<b>Copy Fees Charged to the Public</b>						
50	Aerial Photographs	-	Cost of Reproduction + 15%	Cost of Reproduction + 15%	Cost of Reproduction + 15%	0%
	<b>Black &amp; White Copies:</b>					
51	8 ½ x 11 & 8 ½ x 14 (per page)	-	\$0.25	\$0.25	\$0.25	0%
52	11 x 17 (per page)	-	\$0.40	\$0.40	\$0.40	0%
	<b>Color Copies:</b>					
53	8 ½ x 11 & 8 ½ x 14 (per page)	-	\$0.45	\$0.45	\$0.45	0%
54	11 x 17 (per page)	-	\$0.75	\$0.75	\$0.75	0%
	<b>Engineering Plans</b>					
55	Black & White Copies:	-	\$3	\$3	\$3	0%
56	Color Copies	-	\$5	\$5	\$5	0%
57	Electronic Response to Records Request (flash drive only)	\$27	\$5	\$5	\$5	0%
58	Electric Charging Station Fee (1st hour Free)	-	Free: 1st Hour and \$1.50 (per hour thereafter)	Free: 1st Hour and \$1.50 (per hour thereafter)	Free: 1st Hour and \$1.50 (per hour thereafter)	0%
59	Letter of Public Convenience or Necessity	\$203	\$235	\$210	\$203	-3%
60	Letter of Public Convenience or Necessity - Public Hearing	\$582	\$680	\$680	\$581	-15%
61	Publications and Reports	-	Cost of Printing + 15%	Cost of Printing + 15%	Cost of Printing + 15%	0%
62	Zoning Maps, General Plan Maps, Other Maps	-	Cost of Reproduction + 25%	Cost of Reproduction + 25%	Cost of Reproduction + 25%	0%
<b>Film Permit Fees</b>						
	<b><u>Permit Processing Fee:</u></b>					
63	Major Event		\$50	\$50	\$50	0%
64	Minor Event		\$100	\$100	\$100	0%
65	<b><u>Event Deposit Account:</u></b>					
	NOTE: A deposit account will be set up to cover cost of employees & equipment required during filming. Deposit amount will be established by City Manager on a case-by-case basis.					



**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PUBLIC SAFETY FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees	% Change
<b>Alarm Fees- Charged for excessive false alarms</b>						
148	After third false alarm in calendar year	-	\$50	\$50	\$50	0%
149	After fourth false alarm in calendar year	-	\$100	\$100	\$100	0%
150	After fifth false alarm in calendar year	-	\$200	\$200	\$200	0%
151	Reinstatement bond, annually	-	\$500	\$500	\$500	0%
<b>Miscellaneous Recordings &amp; Copies</b>						
152	Civil Subpoena Appearance Fee (Audio tape recording copy)	-	\$275 + additional time/rate adjustment	\$275 + additional time/rate adjustment	\$275 + additional time/rate adjustment	0%
153	Fingerprinting fee	\$23	\$30	\$30	\$30	0%
154	Digital photographs (evidence)	-	\$27 + cost of photo supplies (\$1/sheet of photo paper or digital CD copy+postage if mailed).	\$27 + cost of photo supplies (\$1/sheet of photo paper or digital CD copy+postage if mailed).	\$27 + cost of photo supplies (\$1/sheet of photo paper or digital CD copy+postage if mailed).	0%
155	Insurance Letter for Crime Report	\$26	\$25	\$25	\$25	0%
156	Record clearance checks	\$56	\$57	\$57	\$57	0%
157	Vehicle accident report - video tape copy	-	\$25	\$25	\$25	0%
<b>Miscellaneous Storage fees</b>						
158	Stored Evidence Vehicle Fee (when stored onsite; per day)	\$13	\$12	\$12	\$12	0%
159	Repossessed Vehicle Release	-	\$15	\$15	\$15	0%
160	Gun Storage Fee	\$71	\$70	\$70	\$70	0%
161	Vehicle Release (for towed vehicle) - normal release NOTE: Tow Charge when applicable is due to City prior to release of vehicle by local tow company	\$102	\$100	\$100	\$100	0%
<b>Parking Citation Penalties &amp; Violations</b>						
162	Administrative Fee (for cancelling a violation issued when person fails to display their handicap placard)	-	\$25	\$25	\$25	0%
163	Blocking a driveway	-	\$45	\$45	\$45	0%
164	Disabled Parking Space w/o Disabled Plate or Placard	-	\$285	\$285	\$285	0%
165	Electric Vehicle Charging Violation (More than 4 hours)	-	\$45	\$45	\$45	0%
166	Non-Electric Vehicle Parked in EV Parking space	-	\$45	\$45	\$45	0%
167	Small, one-time jobs (under \$2,000)	-	\$45	\$45	\$45	0%
168	No Parking	-	\$45	\$45	\$45	0%
169	Off Street Parking Violation	-	\$45	\$45	\$45	0%
170	Parked More than 18" from Curb	-	\$45	\$45	\$45	0%
171	Parked on Sidewalk	-	\$45	\$45	\$45	0%
172	Parking in Alley	-	\$45	\$45	\$45	0%
173	Parking Space Markings	-	\$45	\$45	\$45	0%
174	Permit Parking Only	-	\$45	\$45	\$45	0%
175	Red zone	-	\$45	\$45	\$45	0%
176	Timed Parking Zone	-	\$45	\$45	\$45	0%
177	Wrong side of Road	-	\$45	\$45	\$45	0%
178	Yellow loading Road	-	\$45	\$45	\$45	0%
168	72- Hour continuous Parking (parking violation)	-	\$75	\$75	\$75	0%

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PUBLIC SAFETY FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fees	% Change
<b>Skate Park Facility Violations</b>						
169	First offense	-	\$5	\$5	\$5	0%
170	Second violation within a year	-	\$10	\$10	\$10	0%
171	Third or further violation within a year	-	\$25	\$25	\$25	0%
<b>Licenses</b>						
172	Bicycle License	No fee	No fee	No fee	No fee	0%
<b>Taxicab Fees:</b>						
173	Initial Permit Application Fee	\$ 135.30	\$135	\$135	\$135	0%
174	Initial Taxi Driver Background Check	\$ 119.38	110 +DOJ	110 +DOJ	110 +DOJ	0%
	<i>Annual Renewal License Fee:</i>					
175	For first vehicle	-	\$50	\$50	\$50	0%
176	Additional vehicle(s)	-	\$10	\$10	\$10	0%
<b>Dance Fees</b>						
177	Public dance, per event	-	\$75	\$75	\$75	0%
178	Dances at a fixed place of business where alcoholic beverages are sold, annually	-	\$300	\$300	\$300	0%
179	Dances at fixed place of business where alcoholic beverages are not sold, annually	-	\$150	\$150	\$150	0%
180	Dances, as defined in the FBMC Section 5.12.080		No fee	No fee	No fee	0%

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PUBLIC WORKS FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
<b>Miscellaneous Fees</b>						
181	Grading & Storm Water Protection Permit Fee	\$ 397	Actual cost incurred for staff review and approval; \$300 deposit	Actual cost incurred for staff review and approval; \$300 deposit	\$395	0%
<b>Streets and Facility Fees</b>						
<u>Street Furniture Permit Fees:</u>						
182	First Year		\$155	\$155	\$155	0%
183	Renewal: Subsequent Years		\$55	\$55	\$55	0%
184	Processing Fee for Parade/Street Closure	\$350	\$270	\$270	\$350	0%
<u>Deposit to Borrow City-Owned Equipment</u>						
185	Barricades (deposit, per barricade)	-	30% of cost of borrowed barricades (i.e number borrowed x \$35 x 30%)	30% of cost of borrowed barricades (i.e number borrowed x \$35 x 30%)	30% of cost of borrowed barricades (i.e number borrowed x \$35 x 30%)	0%
186	36" Reflective Traffic Cone (deposit, per cone)	-	30% of cost of borrowed cones (i.e number borrowed x \$25 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$25 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$25 x 30%)	0%
187	28" Reflective Traffic Cone (deposit, per cone)	-	30% of cost of borrowed cones (i.e number borrowed x \$15 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$15 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$15 x 30%)	0%
188	18" Reflective Traffic Cone (deposit, per cone)	-	30% of cost of borrowed cones (i.e number borrowed x \$10 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$10 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$10 x 30%)	0%
189	12" Reflective Traffic Cone (deposit, per cone)	-	30% of cost of borrowed cones (i.e number borrowed x \$8 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$8 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$8 x 30%)	0%
190	No Parking Tripod (deposit, per tripod)	-	30% of cost of borrowed cones (i.e number borrowed x \$30 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$30 x 30%)	30% of cost of borrowed cones (i.e number borrowed x \$30 x 30%)	0%

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PUBLIC WORKS FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
Public Works Fees						100%
191	D-2 Rate for Hourly Supervision of Contractors Modifying City Water System	-	-	Fully loaded staff rate of employee(s) performing work; deposit required.	Fully loaded staff rate of employee(s) performing work; deposit required.	
192	Pot Holing		Costs Incurred	Costs Incurred	Costs Incurred	
193	Preparation Fee for Borrowing City Equipment	78.97	-	-	\$80	
Encroachment Permit Fees						0%
<u>Performance Bond</u>						
(Bonded, licensed contractors shall not be required to comply with the deposits specified)						
194	Deposit	-	\$500	\$500	\$500	
195	For excavation within paved roadway, alley, or easement areas	-	\$2/square foot	\$2/square foot	\$2/square foot	
196	For excavation within unpaved roadway, alley, or easement areas	-	\$1/square foot	\$1/square foot	\$1/square foot	
197	For excavation within parkway or sidewalk area, whether or not improved with concrete sidewalk	-	\$5/square foot	\$5/square foot	\$5/square foot	
198	For all other public improvements	-	Use estimated construction cost determined by the developer and approved by the City Engineer	Use estimated construction cost determined by the developer and approved by the City Engineer	Use estimated construction cost determined by the developer and approved by the City Engineer	
199	Permit Review & Issuance Fee	-	\$80	\$80	\$95	
<u>Permit Inspection Fee</u>						
200	Annual Encroachment Permit	\$95.00	\$95	\$90	\$95	
201	Trenching	\$63.64	\$50 (1st 100 lf) + \$0.25/lf afterwards	\$50 (1st 100 lf) + \$0.25/lf afterwards	\$50 (1st 100 lf) + \$0.25/lf afterwards	
202	Sidewalk Closure (façade improvements, sidewalk sales,etc)	See fee calc tab	\$70	\$70	\$70	
203	Street Closure	\$161.04	-	-	\$160	
204	Inspection Fees - Repairs & Replacements	\$79.56	65	65	80	
205	Miscellaneous Permits (not covered elsewhere; per location)		\$100	\$100	\$100	
206	Parking (per week; per space)		\$25	\$25	\$25	
207	Sidewalk, Curb & Gutter, Ramp, Conform Paving & Driveway	\$63.64	\$0.10/sf	\$0.10/sf	\$0.10/sf	
208	Oversize Load Permit	\$15.00	-	-	\$15	
209	Fine for Working without Encroachment Permit		Double cost of permit	Double cost of permit	Double cost of permit	

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PUBLIC WORKS FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
Water Enterprise Fees						24%  0% 0%
Backflow Prevention Device Fees:						
210	Inspection Fee - New Backflow Installation	\$60		\$60	\$60	
211	Annual test fee if performed by City personnel (should the device fail the test, customer is responsible for repairs & would receive one follow-up retest at no charge)	\$133	\$125	\$105	\$130	
212	Annual fee for private business who wishes to be listed as a Backflow Prevention Device Tester (upon filing the proper documentation with the City Clerk)		\$225	\$225	\$225	
213	Temporary backflow device for special events	\$100	100	100	\$ 100	
Grease Trap/Interceptors:						
214	Initial Application Fee	\$166	\$155	\$145	\$160	
Public Works Fees						
215	Annual Inspection Fee	\$95	\$85	\$80	\$95	
Sanitary Sewer Fees						19%  7%
216	Permit and inspection of connections to the sanitary sewer system per residential or nonresidential unit	\$162	\$145	\$150	\$160	
217	Permit and inspection of apartment connections to the sanitary sewer system	-	\$140 + \$10 per each unit in excess of 5 units	\$140 + \$10 per each unit in excess of 5 units	\$160 +\$10 per unit in excess of 5 units	
218	Extension of sewer mains or other work required, such as setting manholes or installing pump stations, to extend service to an area or parcel to accommodate a connection	-	Actual cost of work; \$70 for written cost estimate	Actual cost of work; \$70 for written cost estimate	Actual cost of work; \$70 for written cost estimate	
219	During Normal Operation Hours	-	Minimum charge of one hour; hourly rate is based on the current rate of employee, including	Minimum charge of one hour; hourly rate is based on the current rate of employee, including	Minimum charge of one hour; hourly rate is based on the current rate of employee, including benefits & overhead	
220	If After Hours*	-	Minimum charge to cover up to 3 hours; rate is based on three times the current overtime rate of employee, including benefits & overhead. Hourly rate	Minimum charge to cover up to 3 hours; rate is based on three times the current overtime rate of employee, including benefits & overhead. Hourly rate thereafter, rate	Minimum charge to cover up to 3 hours; rate is based on three times the current overtime rate of employee, including benefits & overhead. Hourly rate thereafter, rate is based on the current overtime	

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PUBLIC WORKS FEES						
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
<b><u>Treated Wastewater Disposal Fee</u></b>						
221	Septage Receiving Station Tipping Fees		-	-	\$0.20/ gallon and a \$40 gate fee	
<b>Water Enterprise Fees</b>						
222	Water Charges for Voluntary Water Sales (per Hundred Cubic Feet (HCF))	-	\$15.54	\$15.54	\$16.32	5%
223	Water Account Deposit	-	\$150	\$150	\$150	0%
224	Water Hydrant Meter Rental Deposit	-	\$950	\$950	\$950	0%
225	Water Hydrant Meter Rental (per month)	\$0	\$25	\$25	\$25	0%
226	Water Line Testing and Forms	-	Cost Incurred	Cost Incurred	Cost Incurred	0%
227	Water Meter Split Evaluation	\$73	\$65	\$65	\$70	8%
228	Water Turn On/Off at Customer Request	\$34	\$30	\$30	\$35	17%
229	Water Turn On After Hours*	\$206	\$200	\$200	\$200	0%
*after hours is considered after 2:30 on regular business; and anytime on weekends and holidays						
230	Greywater Reuse Application Fee	-	\$47	\$50	\$50	0%

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

City of Fort Bragg					
Master Fee Schedule					
Schedule of WATER CAPACITY & CONNECTION FEES					
CATEGORY		Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee
	WATER CAPACITY CHARGE	-	\$4,631	\$4,631	\$4,631
	Multi-Family Unit Capacity Charge (Res# 4094-2018)	-	-	\$3,983	\$3,983
WATER SERVICE CONNECTION FEES					
	Sewer Service Type			Over 30 feet, \$/ft.	2022/23 Proposed Fee
	3/4" Single Service			\$38.30	\$2,624
	1" Single Service			\$40.87	\$3,165
	1" Single Service Split into 2 5/8" x 3/4"			\$43.16	\$4,121
	1 1/2" Single Service			\$44.82	\$4,030
	2" Single Service Split into 5 5/8" x 3/4"			\$56.34	\$5,721
	2" Service Disc Meter - Low Demand			\$50.81	\$4,560
	4" Service			\$42.01	\$7,597
	6" Service			\$54.75	\$10,980
METER ONLY INSTALL					
	Size	Actual Costs	2019/20 Fees	2019/2020 Adopted Fees	2022/23 Proposed Fee
	5/8" x 3/4"	-	\$738	\$738	\$950
	1"	-	\$1,123	\$1,123	\$1,210
	1" Single Service Split into 2 - 5/8" x 3/4"	-	\$1,123	\$1,123	\$1,639
	1-1/2"	-	\$1,911	\$1,911	\$2,144
	2"		\$2,986	\$2,986	\$2,062
	4"	-	Time & Materials	Time & Materials	\$4,949
	6"	-	Time & Materials	Time & Materials	\$7,203
METER SPLIT					
	2 5/8" x 3/4" meters on existing service	-	\$1,188	\$1,188	\$1,259
	Meter split with street crimp in cement sidewalk	-	\$1,548	\$1,548	\$1,580

0%  
0%

FORT BRAGG CITY COUNCIL RESOLUTION NO.3989-2017 DATED MARCH 27,2017	
1.The City will not required separate water and/or sewer connections for any Accessory Dwelling Unit(ADU)	
2. If a property owner chooses not to establish a separate water connection and/or a separate sewer connection for an ADU, a connection fee must be paid accordance with the City's adopted fee schedule.	
3. The City will not require payment of water or sewer capacity fees for any ADU	

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

City of Fort Bragg						
Master Fee Schedule						
Schedule of SEWER CAPACITY & CONNECTION FEES						
	CATEGORY	Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
	SEWER CAPACITY CHARGE	-	\$3,640	\$3,640	\$3,640	0%
SEWER SERVICE CONNECTION FEES						
Sewer Service Type						
	Sewer Connection Only (no water)			Over 30 feet, \$/ft.	Fee includes 30 feet of pipeline	
	4" Lateral, 4' Deep			\$73.29	\$2,199	
	4" Lateral, 6' Deep			\$90.47	\$2,714	
	4" Lateral, 8' Deep			\$116.62	\$3,498	
	4" Lateral, 10' Deep			\$145.18	\$4,355	
	6" Lateral, 4' Deep			\$84.46	\$2,534	
	6" Lateral, 6' Deep			\$102.13	\$3,064	
	6" Lateral, 8' Deep			\$128.62	\$3,858	
	6" Lateral, 10' Deep			\$157.68	\$4,730	

FORT BRAGG CITY COUNCIL RESOLUTION NO.3989-2017 DATED MARCH 27,2017	
1.The City will not required separate water and/or sewer connections for any Accessory Dwelling Unit(ADU)	
2. If a property owner chooses to establish a separate water connection and/or a separate sewer connection for an ADU, a connection fee must be paid accordance with the City's adopted fee schedule.	
3. The City will not require payment of water or sewer capacity fees for any ADU	

Schedule of DRAINAGE FEES						
	CATEGORY	Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
LAND USE CLASSIFICATION						
	RVH, RH, RM		\$0.15013	\$0.15013	\$0.1501	0%
	RL		\$0.37054	\$0.37054	\$0.3705	0%
	RS, RR		\$0.37054	\$0.37054	\$0.3705	0%
	CN, CO, CBD, CG, CH		\$0.14623	\$0.14623	\$0.1462	0%
	IH, IL, HD, IT		\$0.14623	\$0.14623	\$0.1462	0%
	PR		\$0.14361	\$0.14361	\$0.1436	0%
	PF		\$0.05068	\$0.05068	\$0.0507	0%
	OS		\$0.21541	\$0.21541	\$0.2154	0%



**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of WATER CONSERVATION PENALTIES						
	CATEGORY	Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
<b>WATER CONSERVATION PENALTIES</b>						
<b>CATEGORY</b>					<b>PENALTY</b>	
Penalties for Violation:						
<b>STAGE:1</b>						
1.	First Offense:					
	a.Minor Offense				\$20 + written warning	
	b.Major Offense				\$100 + written warning	
2.	Second Offense:					
	a.Minor Offense				\$100	
	b.Major Offense				\$500	
3.	Third or Subsequent Offense:					
	a.Minor Offense				\$500	
	b.Major Offense				\$1,000	
<b>STAGE:2</b>						
1.	First Offense:					
	a.Minor Offense				\$100	
	b.Major Offense				\$250	
2.	Second Offense:					
	a.Minor Offense				\$250	
	b.Major Offense				\$500	
3.	Third or Subsequent Offense:					
	a.Minor Offense				\$500	
	b.Major Offense				\$1,000	
<b>STAGE: 3 &amp; 4</b>						
1.	First Offense				\$500	
2.	Second Offense				\$1,000	
3.	Third or Subsequent Offense					
	The City Manager may instruct staff to shut off the water service to				\$1,000	

**CITY OF FORT BRAGG**  
**2022/23 PROPOSED FEES**

Schedule of PARKS & FACILITIES USAGE FEES						
	CATEGORY	Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	% Change
<b>TOWN HALL</b>						
	Additional Use Beyond Basic 12 Hours (per hour)	-	\$120	\$10	\$10	0%
	Basic Use Fee (each 12 hours)		\$125	\$125	\$125	0%
	Non-Profit Use Fee (each 12 hours)	-	\$60	\$60	\$60	0%
	Custodian Charge (per hour during normal hours of work)	\$78.71	\$62	\$62	\$78	26%
	Custodian Charge (per hour; Overtime Rate)	\$216.12	\$186	\$186	\$216	16%
	Deposit for Alcohol Use	-	\$500	\$500	\$500	0%
	Security/Cleaning & Key Deposit		\$200	\$200	\$200	0%
	AV Equipment Use & Setup Fee (hourly) Min. 2 hours. \$44/hourly charge thereafter	\$155	\$135	\$135	\$140	4%
	AV Tech after hours charge (hourly) - Per event	\$182	\$178	\$178	\$182	2%
Normal Hours: 8am - 5pm (Mon-Fri), excluding holidays. After hours: Other than Normal Hours noted above.						
<b>FILM PERMIT FEES</b>						
	CATEGORY	Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	
<b>PERMIT PROCESSING FEE</b>						
	Minor Events (up to 7 days)	\$50	\$50	\$50	\$50	0%
	Major Events (over 7 days)	\$100	\$100	\$100	\$100	0%
	Event Deposit Account:	-	A deposit account will be set up to cover cost of employees & equipment	A deposit account will be set up to cover cost of employees & equipment	A deposit account will be set up to cover cost of employees & equipment required during	0%
<b>GYM USE</b>						
	CATEGORY	Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	
	Basic Use Fee (per hour)	-	\$20	\$20	\$20	0%
	Daily Use Fee (12 hours)	-	\$100	\$100	\$100	0%
	Extended Use Fee	-	Fee established on case-by-case basis by City Manager	Fee established on case-by-case basis by City Manager	Fee established on case-by-case basis by City Manager	0%
	Non-Profit Use Fee (for up to 3 hours of use)	-	\$25	\$25	\$25	0%
<b>SMALL CELL WIRELESS FACILITIES FEES</b>						
	CATEGORY	Actual Costs	2019/20 Fees	Current Adopted Fees	2022/23 Proposed Fee	
	<b>Small Cell Wireless Permit Application Fees</b>					
	Collocated Small Cell Wireless Facilities (up to five cells)	-	-	\$500	\$500	0%
	Collocated Small Cell Wireless Facilities (per cell beyond five)	-	-	\$100	\$100	0%
	New Pole or Structure for Small Cell Wireless Facility (per pole)	-	-	\$1,000	\$1,000	0%
	Master License Agreement (MLA) Administrative Fee	-	-	Actual Cost/DDA	Actual Cost/DDA	0%
	Additional actual costs related to processing Small Cell Wireless Facilities applications	-	-	Actual Cost/DDA	Actual Cost/DDA	0%
	<b>Annual Administrative Review, Inspection, Monitoring &amp; Reporting</b>	-	-			0%
	Small Cell Attached to City-Owned Pole or Structure	-	-	\$270	\$270	0%
	Small Cell Not Attached to City-Owned Pole or Structure	-	-	\$270	\$270	0%
	Small Cell Covered by MLA	-	-	Per MLA	Per MLA	0%
297	Additional actual costs related to administering small cell wireless facilities	-	-	Actual Cost	Actual Cost	0%



## CITY OF FORT BRAGG

*Incorporated August 5, 1889*  
416 N. Franklin St.  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

### NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Fort Bragg City Council will conduct a public hearing at a regular meeting to be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on **MONDAY, SEPTEMBER 12, 2022**, at Town Hall, southwest corner of Main and Laurel Streets (363 N. Main Street), Fort Bragg, California 95437. The public hearing will concern the following item:

**Proposed Resolution Adopting Revisions to the City's Fee Schedule for Various City Fees and Services for FY 2022/23**

At least ten days before the meeting, the data indicating the cost or estimated cost required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service will be made available to the public for review. The resolution and additional information that the City Council will consider will be available for review 72 hours prior to the hearing date. These records will be available at the Office of the City Clerk, City Hall, 416 North Franklin Street, Fort Bragg, California 95437; please call 707-961-2823, ext. 104, to schedule an appointment for review and/or copying during normal business hours.

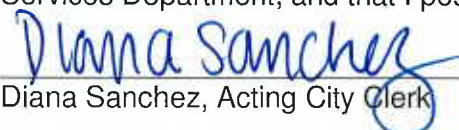
All interested persons are invited to appear at this meeting to present their comments and be heard as to whether the proposed rates and charges are discriminatory or excessive. Written communications should be received no later than the hearing date.

DATED: August 29, 2022  
PUBLISH: September 1, 2022  
September 8, 2022

  
Diana Sanchez, Acting City Clerk

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF MENDOCINO )

I declare, under penalty of perjury, that I am employed by the City of Fort Bragg in the Administrative Services Department; and that I posted this Notice in the City Hall Notice case on September 1, 2022.

  
Diana Sanchez, Acting City Clerk



# City of Fort Bragg

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

## Text File

File Number: 22-422

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8A.

Receive Report and Consider Approval of Request for Proposals to Conduct Environmental Review of Mill Pond Remediation Project



AGENCY:	City Council
MEETING DATE:	September 12, 2022
DEPARTMENT:	Administration
PRESENTED BY:	S. McCormick
EMAIL ADDRESS:	<a href="mailto:smccormick@fortbragg.com">smccormick@fortbragg.com</a>

## AGENDA ITEM SUMMARY

### TITLE:

**Receive Report and Consider Approval of Request for Proposals to Conduct Environmental Review of Mill Pond Remediation Project**

### BACKGROUND/ISSUE:

In 2007, the City of Fort Bragg invoked the Polanco Redevelopment Act in order to clean up hazardous materials on 415 acres that served as a timber facility for Georgia Pacific. Since that time, substantial remediation has taken place under the oversight of California's Department of Toxic Substances Control (DTSC). To help organize the site investigation and remediation, DTSC divided the Mill Site into five geographic areas called Operable Units: OU-A, OU-B, OU-C, OU-D, OU-E (**Attachment 1** – Map of Operable Units). To date, most of the Mill Site has met DTSC cleanup goals; the area requiring further remedial action is primarily located within OU-E.

OU-E includes several ponds (Ponds 1 through 9, and the North Pond). When the mill was in operation, Pond 8 was used for log storage, Pond 9 was available for fire protection, Ponds 1, 2, 3, 4, 5, and 7 served as storm water management, and the water used for debarking flowed into Pond 6 and the North Pond.

Georgia Pacific submitted the draft *Operable Unit-E Remedial Action Plan*, dated October 2020 to DTSC, which is now proposed to continue under Mendocino Railway. This plan recommends "Institutional Control/Containment" within the project area (**Attachment 2** – Draft RAP). The Institutional Control/Containment option provides land use controls that limit land use and control activities in areas where the risk from one or more exposure pathways is deemed unacceptable. Three modifications are planned: 1) a rock slope protection (RSP) buttress at the crib-wall section; 2) ground improvements and an earth-filled buttress at the eastern dam section; and 3) a cutoff wall installed near the center of the pond to divide into two small ponds (**Attachment 3** – KJ Technical Memorandum).

The OU-E RAP is in a draft form, and DTSC will begin the formal public review period after the City of Fort Bragg completes a Draft Environmental Impact Report (DEIR) for the proposed remedial action. The goal of processing the RAP concurrently with the City's coastal development permit and EIR process is to ensure that the DTSC approved remedial action meets the regulatory requirements of all permitting agencies, including consistency with the City's Local Coastal Program and the City's objectives for the area.

The first amendment to the DTSC Investigation and Remediation Order, issued June 9, 2022 states the City of Fort Bragg is the Lead Agency for the California Environmental Quality Act

(CEQA) review of the project, and that an EIR shall be considered (**Attachment 4** – DTSC Order, First Amendment).

**ANALYSIS:**

On July 13, 2022, Mendocino Railway submitted a Coastal Development Permit Application for the Institutional Control/Containment project identified in the draft *Operable Unit-E Remedial Action Plan*, dated October 2020. Staff reviewed application materials for completeness and deemed the application incomplete on August 9, 2022. The applicant has 180 days to provide required application submittals. In the meantime, staff proposes the City solicit and select an environmental consulting team to process the EIR for this project. Selecting a qualified firm will take considerable time and effort, and is vital for a successful outcome.

Staff drafted the attached Request for Proposals and circulated it to the Applicant, DTSC, and the California Coastal Commission for comments. Staff also researched potential environmental consulting firms to solicit proposals from (**Attachment 5** – RFP Consultants). With Council approval, the proposed RFP would be released immediately and adhere to the following timeline:

- Written Questions Due: October 14, 2022
- Response to Written Questions Posted: October 28, 2022
- Pre-Proposal Meeting: November 4, 2022
- Proposals Due: November 18, 2022
- Interviews: December 7, 2022

**RECOMMENDED ACTION:**

Receive Report and Approve Request for Proposals to Secure Environmental Consultants for Environmental Impact Report for OU-E Remediation Project.

**ALTERNATIVE ACTION(S):**

Provide direction to staff on changes to the Request for Proposals.

**FISCAL IMPACT:**

All City and State permitting and environmental review costs will be borne by the Applicant, Mendocino Railway.

**CONSISTENCY:**

The Mill Pond project will require a Coastal Development Permit and thus consistency with the Coastal General Plan and/or the Coastal Act will be required and fully analyzed prior to the consideration and decision on the Coastal Development Permit and associated Environmental Review.

**IMPLEMENTATION/TIMEFRAMES:**

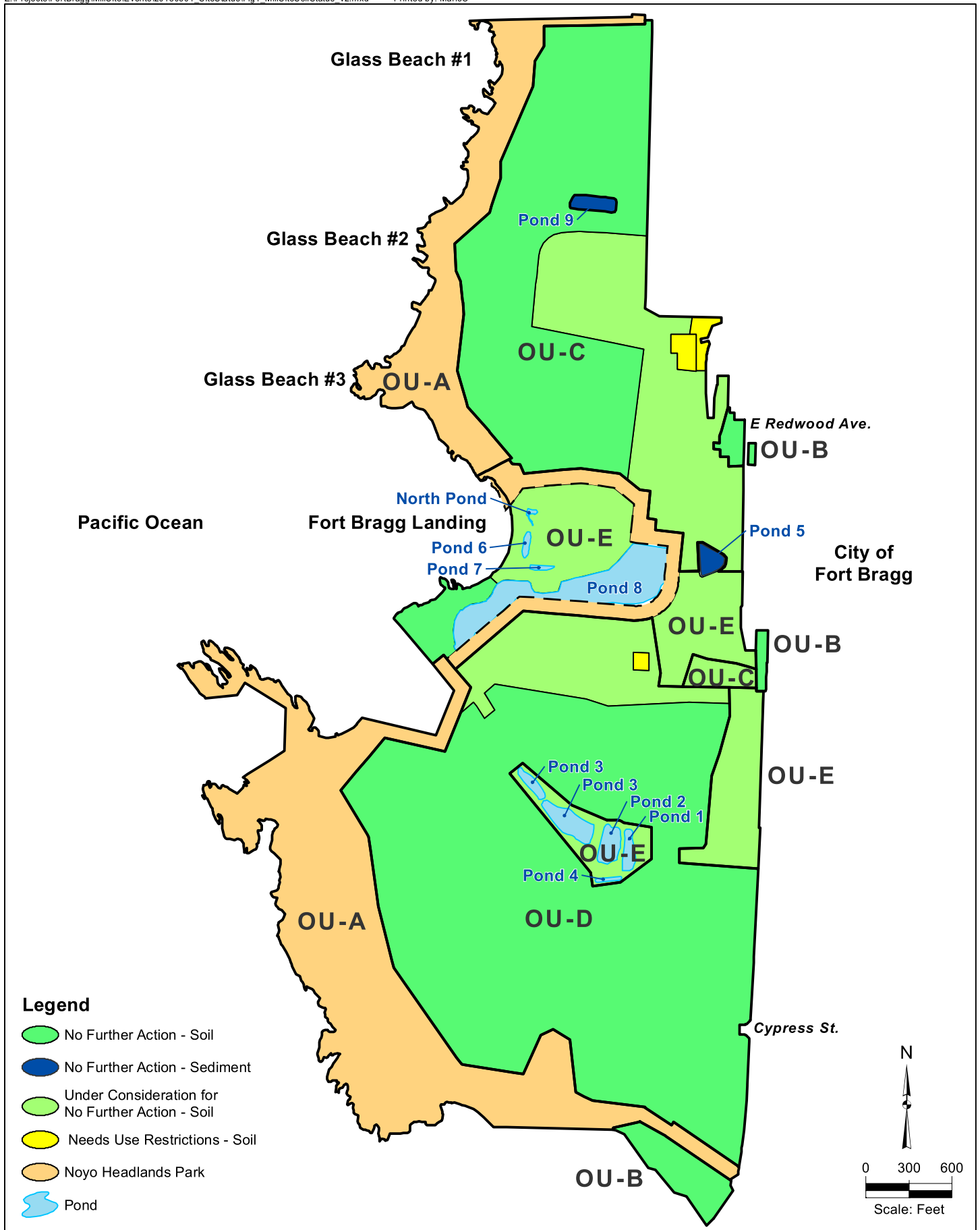
- Written Questions Due: October 14, 2022
- Response to Written Questions Posted: October 28, 2022
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- Proposals Due: November 18, 2022
- Interviews: December 7, 2022

**ATTACHMENTS:**

1. Mill Site Operable Units
2. Draft OU-E Remedial Action Plan (without Tables and Attachments)
3. KJ Technical Memorandum
4. DTSC Order, First Amendment
5. RFP Consultant List
6. Draft RFP

**NOTIFICATION:**

1. "Notify Me" Subscriber Lists: Mill Site Remediation, Mill Site Reuse, Active Planning Environmental Reports
2. Applicant, Robert Pinoli, Mendocino Railway
3. Agent, Jeremie Maehr, Kenndy Jenks Consulting
4. Tom Lamphar, DTSC
5. Melissa Kramer, California Coastal Commission
6. Fort Bragg Planning Commission



**Figure: Mill Site Soil and Sediment Status  
May 2018**



**DRAFT**  
**Remedial Action Plan –**  
**Operable Unit E**  
**Former Georgia-Pacific**  
**Wood Products Facility**  
**Fort Bragg, California**

14 October 2020

Prepared for

**Georgia-Pacific LLC**  
133 Peachtree Street NE  
Atlanta, Georgia 30303

© Georgia-Pacific LLC 2015  
KJ Project No. 1665018\*20

## **Certification Page**

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PE Stamp and Signature

By: Jeremie Maehr  
Principal

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## Acronyms and Abbreviations

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µg/L	micrograms per liter
AOC	area of concern
AOI	area of interest
ARAR	applicable, relevant, and appropriate requirement
AST	aboveground storage tank
Basin Plan	Water Quality Control Plan
bgs	below ground surface
BHHERA	Baseline Human Health and Ecological Risk Assessment
bss	below sediment surface
CCC	California Coastal Commission
CERCLA	Comprehensive Environmental Recovery, Cleanup, and Liability Act
CEQA	California Environmental Quality Act
CFR	40 Code of Federal Regulations
City	City of Fort Bragg
COC	contaminants of concern
COI	chemical of interest
COPC	constituent of potential concern
CPM	Comprehensive Monitoring Program
CRAM	California Rapid Assessment Method
CSM	conceptual site model
cy	cubic yard
dioxins	polychlorinated dibenzo-p-dioxin
DSOD	California Division of Safety of Dams
DTSC	California Department of Toxic Substances Control
ELCR	excess lifetime cancer risks
EPA	U.S. Environmental Protection Agency
EPC	exposure point concentration
ERA	ecological risk assessment
ESA	Environmental Site Assessment
ESHA	environmentally sensitive habitat area
EU	exposure unit
FS	Feasibility Study
ft/ft	feet per foot
furans	polychlorinated dibenzofuran
Georgia-Pacific	Georgia-Pacific LLC
GW O&M Plan	Groundwater Operation and Maintenance Plan
HDPE	high-density polyethylene
HHRA	human health risk assessment
HSC	California Health and Safety Code
HQ	Hazard Quotient
IARAP	Interim Action Remedial Action Plan
IRM	Interim Remedial Measure
Kennedy Jenks	Kennedy/Jenks Consultants, Inc.

## Acronyms and Abbreviations (cont'd)

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LBP	lead-based paint
LUC	Land Use Covenant
MES	Mobile Equipment Shop
mg/kg	milligrams per kilogram
MNA	monitored natural attenuation
NAVD 88	Northern American Vertical Datum of 1988
NCP	National Contingency Plan
NFA	no further action
O&M	operation and maintenance
Order	Site Investigation and Remediation Order Docket No. HAS-RAO 06-07-150
ORM	oxygen-releasing material
OU-E	Operable Unit E
PAH	polycyclic aromatic hydrocarbon
PCB	polychlorinated biphenyl
pg/g	picograms per gram
ppm	parts per million
PSL	preliminary screening level
RAA	remedial action area
RACR	Remedial Action Completion Report
RAO	remedial action objective
RAP	Remedial Action Plan
RAW	Remedial Action Workplan
RBTL	risk-based-target levels
RDIP	Remedial Action Implementation Plan
RI	remedial investigation
RWQCB	Regional Water Quality Control Board
sf	square feet
SFRWQCB	San Francisco Bay Regional Water Quality Control Board
site	Georgia-Pacific Wood Products Facility, 90 West Redwood Avenue, Fort Bragg, Mendocino County, California
Site-Wide RAWP	Site-Wide Risk Assessment Work Plan
SMP	Soil Management Plan
SVOC	semi-volatile organic compound
TBC	to-be-considered
TEQ	toxic equivalent
TOC	total organic carbon
TPH	total petroleum hydrocarbons
TPHd	total petroleum hydrocarbon as diesel
TPHg	total petroleum hydrocarbon as gasoline
TPHmo	total petroleum hydrocarbon as motor oil
UCL	upper confidence limit
ULC	Union Lumber Company
USACE	U.S. Army Corps of Engineers
UST	underground storage tank



## **Acronyms and Abbreviations (cont'd)**

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VOC	volatile organic compound
WEA Report	Wetland Establishment Area Annual Report and As-Built Conditions for Georgia-Pacific Fort Bragg Mill Site
WQO	water quality objective
WRA	WRA Environmental Consultants

## Executive Summary

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This Remedial Action Plan (RAP) was prepared by Kennedy/Jenks Consultants, Inc. (Kennedy Jenks) on behalf of Georgia-Pacific LLC (Georgia-Pacific) for Operable Unit E (OU-E) at the former Georgia-Pacific Wood Products Facility located at 90 West Redwood Avenue in Fort Bragg, Mendocino County, California (site), as shown on Figure 1-1. This RAP was prepared as required by the California Department of Toxic Substances Control (DTSC) under Site Investigation and Remediation Order Docket No. HAS-RAO 06-07-150 (Order). The purpose of this RAP is to comply with the provisions of section 25356.1 and to describe remedial actions planned for features within OU-E.

The 415-acre site is located west of Highway 1 along the Pacific Ocean coastline and is bounded by Noyo Bay to the south, the City of Fort Bragg (City) to the east and north, and the Pacific Ocean to the west (Figure 1-1). Union Lumber Company began sawmill operations at the site in 1885. Georgia-Pacific acquired the site in 1973. Sawmill operations at the site included lumber production and power generation by burning residual bark and wood. Georgia-Pacific ceased operations on 8 August 2002. Much of the equipment and structures associated with the sawmill operations have been removed.

OU-E is one of five operable units on the site (Figure 1-2) and consists of approximately 12 acres of man-made ponds and seasonal wetland areas and 45 terrestrial acres divided into eight areas of interest (AOIs). This RAP addresses sediment in Pond 6, Pond 7, Pond 8, and the North Pond and groundwater in the Interim Remedial Measure (IRM) AOI, West of IRM AOI, and MW-4.1 in the Powerhouse and Fuel Barn AOI.

DTSC has determined through investigation and remediation that soil in the Water Treatment and Truck Dump AOI, Sawmill #1 AOI, Compressor House and Lath Building AOI, Powerhouse and Fuel Barn AOI, Pond 8 Fill Area AOI, IRM AOI, West of IRM AOI, and Riparian AOI require No Further Action (NFA) because the COCs in soil meet unrestricted cleanup goals. Therefore, these AOIs are not addressed in this OU-E RAP.

OU-E was divided into 13 AOIs based on historical use and data derived from previous investigations, six of which have been evaluated as part of two larger AOIs (Figures 1-3 through 1-6):

1. **OU-E Lowland Terrestrial Soil AOI:** approved for no further action (NFA) (DTSC 2018)
  - a. Water Treatment and Truck Dump AOI
  - b. Sawmill #1 AOI
  - c. Compressor House and Lath Building AOI
  - d. Powerhouse and Fuel Barn AOI

2. **Pond 8 Fill Area AOI:** approved for NFA (DTSC 2013b)
3. **Pond 8 Area of Concern (AOC):** evaluated in OU-E Feasibility Study (FS)
4. **Pond 6 and North Pond AOC:** evaluated in OU-E FS
5. **Pond 7 AOC:** evaluated in OU-E FS
6. **Southern Ponds AOC:** evaluated in OU-E FS
7. **Ponds 5 and 9 AOI:** recommended for NFA
8. **OU-E Groundwater AOC:** evaluated in OU-E FS
  - a. West of IRM AOI
  - b. IRM AOI
9. **Riparian AOI:** approved for NFA (DTSC 2018).

Aquatic areas include Ponds 1 through 9 and the North Pond. Terrestrial areas include the Water Treatment and Truck Dump AOI, Sawmill #1 AOI, Compressor House and Lath Building AOI, Powerhouse and Fuel Barn AOI, and Pond 8 Fill Area AOI as well as the Riparian AOI, IRM AOI and West of IRM AOI (Figure 1-3), which were transferred from operable units C and D. Predominant industrial features in OU-E were related to power production, milling of timber, water treatment, management of fly ash, and fuel storage. The ponds were constructed for operational purposes, including management of wastewater from site operations, providing a source of water for firefighting, and use as a log pond. Ponds 1 – 4, 6, 7, and the North Pond were constructed during operation of the Mill between 1952 and 1996 (see Figure 1-8). Pond 8 was constructed during the initial development of the Mill Site around 1885 as the log pond (Figure 1-9). Currently, OU-E is vacant, there are no structures or uses in the terrestrial area, and the primary use of the aquatic areas, specifically Pond 8, is to provide stormwater management for the City prior to discharge to the ocean. The central section of the Coastal Trail was constructed through a portion of OU-E and is separated from the Mill Site with property line fencing that is marked with warning signs. The foreseeable future use of OU-E is as continued stormwater management facilities, parkland, and recreational trail development. Some commercial land use may occur in Parcel 5, depending on the outcome of the City planning process.

The contaminants of concern (COCs) and environmental media for the five AOCs evaluated in the OU-E FS and discussed in this RAP are presented below:

- **Southern Ponds (Ponds 1-4) AOC:** Aquatic sediment (dioxins, arsenic)
- **Pond 7 AOC:** Aquatic sediment (dioxins, arsenic, barium)
- **North Pond and Pond 6 AOC:** Aquatic sediment (dioxins, arsenic)
- **Pond 8 AOC:** Aquatic sediment (dioxins, arsenic)

- **OU-E Groundwater AOC**

- IRM and West of IRM AOIs: Groundwater [total petroleum hydrocarbon as diesel (TPHd), total petroleum hydrocarbon as gasoline (TPHg)]
- OU-E Lowlands AOI: Groundwater (barium).

A summary of the proposed remedial action alternative, as well as other remedial alternatives considered, is presented below:

**Southern Ponds (Ponds 1-4) AOC:** Remedial alternatives evaluated in the OU-E FS for aquatic sediment in Ponds 1-4 included the following: 1) No Action; 2) Institutional Controls (containment, land use controls, sediment management, and long-term operations and management); 3) Construction of an upland vegetated cover to cover each individual pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water; 4) Excavation and offsite disposal of sediment in Ponds 1-4; and 5) Construction of a vegetated wetland cover to cover each individual pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water.

Based on the analysis presented in the OU-E FS, institutional controls were selected as the preferred alternative for the Southern Ponds AOC. Although it is associated with a slightly lower reduction of toxicity, mobility, and volume, institutional controls provide adequate control of potential exposure pathways for future receptors. The benefits of a physical cover were offset by the effort and disruption required for implementation and potentially regular operation and maintenance (O&M). The benefits of excavation and disposal were offset by the effort and disruption required for implementation and the need to transport and dispose the sediment at a landfill. The cost difference between the alternatives was not justified by limited benefits of the vegetated soil cover or excavation and disposal alternatives. Additionally, sediment COC concentrations and bioavailable fractions were significantly reduced by sediment removal performed in 2017 and are expected to continue to decline naturally through existing biological and geochemical processes.

**Pond 7 AOC:** Remedial alternatives evaluated in the OU-E FS for aquatic sediment in Pond 7 included the following: 1) No Action; 2) Institutional Control / Containment (containment, land use controls, sediment management, and long-term operations and management); 3) Construction of an upland vegetated cover to cover the pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water; 4) Excavation and offsite disposal of sediment; and 5) Construction of a vegetated wetland cover to cover the pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water.

Based on the analysis presented in the OU-E FS, institutional control / containment were selected as the preferred alternative for Pond 7 aquatic sediment. Although it was associated with a slightly lower reduction of toxicity, mobility, and volume, institutional control / containment provide adequate control of potential exposure pathways for future receptors. The benefits of a physical cover were offset by the effort and disruption required for implementation and potentially regular O&M, as well as the disturbance of the newly-created wetland establishment area. The benefits of excavation and disposal were offset by the effort and disruption required

for implementation and the need to transport and dispose the sediment at a landfill. The cost difference between the alternatives was not justified by limited benefits of the vegetated soil cover or excavation and disposal alternatives. Additionally, sediment COC concentrations and bioavailable fractions were significantly reduced by sediment removal performed in 2017 and are expected to continue to decline naturally through existing biological and geochemical processes.

**North Pond and Pond 6 AOC:** Remedial alternatives evaluated in the OU-E FS for aquatic sediment in Pond 6 and the North Pond included the following: 1) No Action; 2) Institutional Control / Containment (containment, land use controls, sediment management, and long-term operations and management); 3) Construction of an upland vegetated cover to cover each pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water; 4) Excavation and offsite disposal of sediment; and 5) Construction of a vegetated wetland cover to cover each pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water.

Based on the analysis presented in the OU-E FS, institutional control / containment were selected as the preferred alternative for aquatic sediment in the North Pond and Pond 6. Although it was associated with a slightly lower reduction of toxicity, mobility, and volume, institutional control / containment provide adequate control of potential exposure pathways for future receptors. The benefits of a physical cover were offset by the effort and disruption required for implementation and potentially regular O&M. The benefits of excavation and disposal were offset by the effort and disruption required for implementation and the need to transport and dispose the sediment at a landfill. The cost difference between the alternatives was not justified by limited benefits of the vegetated soil cover or excavation and disposal alternatives. Additionally, sediment COC concentrations and bioavailable fractions are expected to continue to decline naturally through existing biological and geochemical processes. The existing beach berm will continue to provide sediment containment in this alternative. The beach berm will be inspected annually, maintenance will be completed as needed, and modification of the beach berm will be restricted by institutional controls.

**Pond 8 AOC:** Remedial alternatives evaluated in the OU-E FS for aquatic sediment in Pond 8 included the following: 1) No Action; 2) Institutional Control / Containment (containment, land use controls, sediment management, and long-term operations and management); 3) Treating sediment in place through stabilization by the addition of binders and Portland cement to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water; 4) Construction of an upland vegetated cover to cover each pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water; 5) Excavation and offsite disposal of sediment; and 6) Construction of a vegetated wetland cover to cover each pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water.

Based on the analysis presented in the OU-E FS, the Institutional Control / Containment alternative is the preferred alternative for the Pond 8 AOC as it provides adequate control of potential exposure pathways for future receptors without the destruction of wetlands and associated mitigation. This alternative also allows Pond 8 to continue to receive and treat stormwater from the site and the City. Although it was associated with lower reduction of

toxicity, mobility, and volume, institutional control / containment provide adequate control of potential exposure pathways for future receptors. The benefits of a physical cover were offset by the effort and disruption required for implementation and potentially regular O&M. The benefits of excavation and disposal were offset by the effort and disruption required for implementation and the need to transport and dispose the sediment at a landfill. The cost difference between the alternatives was not justified by limited benefits of the vegetated soil cover or excavation and disposal alternatives. To address California Division of Safety of Dams (DSOD) requirements, the Mill Pond Dam will be modified to add a soil buttress at the northeastern end and a rock slope protection at the crib wall near the ocean. This alternative will require regular inspection and maintenance of both the Mill Pond Dam and the beach berm, including vegetation control on the beach berm, as well as annual inspection, maintenance, vegetation control, and periodic survey of the Mill Pond Dam.

**OU-E Groundwater AOC:** Remedial alternatives evaluated in the OU-E FS for OU-E groundwater included the following: 1) No Action; 2) Restricted use; 3) monitored natural attenuation (MNA) and institutional controls; 4) Enhanced aerobic bioremediation; and 5) Enhanced anaerobic bioremediation.

Based on the analysis presented in the OU-E FS, MNA combined with institutional controls is the recommended alternative for the OU-E Groundwater AOC. Although the MNA alternative was associated with a slightly lower reduction of toxicity, mobility, and volume, MNA provides adequate control of potential exposure pathways for future receptors. The benefits of the active remediation alternatives were offset by the short-term effectiveness and potential implementability issues, and the cost difference was not justified by significant benefits and was associated with a degree of uncertainty. The Operable Unit D and Operable Unit E Groundwater Operation & Maintenance Plan (Kennedy Jenks 2020a) has been approved by DTSC (DTSC 2020a).



## Section 1: Introduction

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This Remedial Action Plan (RAP) was prepared by Kennedy/Jenks Consultants Inc. (Kennedy Jenks) on behalf of Georgia-Pacific LLC (Georgia-Pacific) for Operable Unit E (OU-E) at the former Georgia-Pacific Wood Products Facility (site) located at 90 West Redwood Avenue in Fort Bragg, Mendocino County, California, as shown on Figure 1-1. This RAP was prepared as required by the California Department of Toxic Substances Control (DTSC) under Site Investigation and Remediation Order Docket No. HAS-RAO 06-07-150 (Order).

A draft RAP was submitted to DTSC on 8 September 2020 (Kennedy Jenks 2020d). DTSC provided comments on 7 October 2020 (DTSC 2020d). This RAP has been revised in accordance with DTSC comments.

The 415-acre site is located west of Highway 1 along the Pacific Ocean coastline and is bounded by Noyo Bay to the south, the City of Fort Bragg (City) to the east and north, and the Pacific Ocean to the west. Union Lumber Company began sawmill operations at the site in 1885. Georgia-Pacific acquired the site in 1973. Sawmill operations at the site included lumber production and power generation by burning residual bark and wood. Georgia-Pacific ceased operations on 8 August 2002. Much of the equipment and structures associated with the sawmill operations have been removed. The City acquired and improved 82 acres of land known as Noyo Headlands Park, which extends over the northern and southern coastal bluff at the former Mill Site. Noyo Headlands Park includes 5.4 miles of trails and various improvements. An additional public coastal trail extending from the southern end of the property 0.8 mile to the northern side of the City Wastewater Treatment Plant on 5 acres was opened in 2016 (called the “Coastal Trail”). Another approximately 10 acres was donated to the City in 2017 to connect the northern and southern ends of the Coastal Trail. With the exception of the public coastal trails, the site is fenced and locked to restrict trespassers.

OU-E is one of five operable units on the site (Figure 1-2) and consists of approximately 12 acres of man-made ponds and seasonal wetland areas and 45 terrestrial acres divided into eight areas of interest (AOIs). Aquatic areas include Ponds 1 through 9 and the North Pond. Terrestrial areas include the Water Treatment and Truck Dump AOI, Sawmill #1 AOI, Compressor House and Lath Building AOI, Powerhouse and Fuel Barn AOI, and Pond 8 Fill Area AOI as well as the Riparian AOI, Interim Remedial Measure (IRM) AOI and West of IRM AOI (Figure 1-3), which were transferred from OU-C and OU-D. Predominant industrial features in OU-E were related to power production, milling of timber, water treatment, management of fly ash, and fuel storage (Figure 1-4). The ponds were constructed for operational purposes, including management of wastewater from site operations, providing a source of water for firefighting, and use as a log pond. Ponds 1 – 4, 6, 7, and the North Pond were constructed during operation of the Mill between 1952 and 1996 (see Figure 1-8). Pond 2 is present on the earliest available aerial photograph but appears to be smaller than later configurations and may have been a site feature prior to development of the surrounding area. Pond 8 was constructed during the initial development of the Mill Site around 1885 as the log pond (Figure 1-9). Based on aerial photographs, the earliest documented size of Pond 8 was approximately 13.23 acres, and minimal changes in pond size occurred until after 1966 when several fill operations occurred. Pond 8 is currently approximately 7.24 acres. Additional details about these modifications or historical Pond 8 maintenance dredging or fill are not documented in available

site historical information. Pond 8 also receives stormwater runoff from portions of the Mill Site via surface sheet flow and the City via the City's stormwater collection system. The majority of industrial features within OU-E have been removed. In locations shown on Figure 1-4, soil was placed in portions of the terrestrial area to cover foundations in the lowland following building demolition and interim cleanup activities in those areas. Currently, OU-E is vacant; there are no structures or uses in the terrestrial area and the primary use of the aquatic areas, specifically Pond 8, is to provide stormwater management for the City prior to discharge to the ocean. However, the central section of the Coastal Trail was constructed through a portion of OU-E and is separated from the Mill Site with property line fencing that is marked with warning signs. The foreseeable future use of OU-E is as continued stormwater management facilities, parkland, and recreational trail development. Some commercial land use may occur in Parcel 5, depending on the outcome of the City planning process. The status of the AOIs/areas of concern (AOCs) is presented on Figures 1-5 and 1-6.

The Final OU-E Feasibility Study (OU-E FS; Kennedy Jenks 2019), dated 12 September 2019, was approved by DTSC on 24 October 2019 (DTSC 2019). The OU-E Remedial Action Workplan (OU-E RAW) was prepared prior to finalization of the FS to expedite remediation in select AOIs/AOCs to facilitate construction of the City's Coastal Trail (Arcadis 2016). Areas evaluated in the FS due to the presence of potential risk following completion of the remedial investigation (RI), Baseline Human Health and Ecological Risk Assessment (BHHERA), and subsequent RAW implementation are herein described as "Areas of Concern" (AOCs). Areas where no unacceptable potential risk was found to be present following completion of the RI, BHHERA, and subsequent RAW implementation and were not considered in the FS because they were approved for no further action (NFA) are herein described as "Areas of Interest" (AOIs), consistent with nomenclature used in the RI and BHHERA process. Excavation and disposal were approved as the remedial action for the Lowland Terrestrial Soil AOI, the Pond 7 Aquatic Sediment AOC, the Ponds 1 through 4 (Southern Ponds) Aquatic Sediment AOC, and the Riparian Aquatic Sediment AOI. Hot spots were removed in multiple areas throughout the Lowland Terrestrial AOI, in one location in Pond 2, in one location in Pond 3, and in four locations in the Riparian AOI, and sediment was removed from Pond 7. Implementation was completed in 2017 and summarized in the Remedial Action Completion Report for Operable Units OU-C, OU-D, and OU-E (RACR; Kennedy Jenks 2018a), which was approved by DTSC on 27 June 2018 (DTSC 2018). The Lowland Terrestrial Soil AOI and the Riparian Area AOI were approved for NFA (DTSC 2018). The Southern Ponds (Ponds 1-4) Aquatic Sediment AOC, Pond 7 Aquatic Sediment AOC, North Pond and Pond 6 Aquatic Sediment AOC, the Pond 8 Aquatic Sediment AOC, and the OU-E Groundwater AOC were evaluated in the OU-E FS.

## 1.1 Regulatory Framework

This RAP has been prepared pursuant to California Health and Safety Code (HSC) Section 25356.1 and in accordance with DTSC Guidance Document No. EO-95-007-PP, Remedial Action Plan Policy (DTSC 1995). Consistent with HSC Section 25356.1, the RAP will be made available for review and comment by the public and regulatory agencies.

The California Environmental Quality Act (CEQA) document will also be circulated for public review simultaneously. In accordance with CEQA, the City of Fort Bragg, as lead agency, will prepare an Environmental Impact Report (EIR) for public review to satisfy CEQA requirements.



The final EIR will be included in Appendix B of the Final RAP. DTSC responses to public comments will be provided in the Responsiveness Summary included in Appendix C of the Final RAP.

## 1.2 Objectives

Remedial actions presented in the OU-E RAW were completed in 2017, as summarized in the RACR. Based on the analysis presented in the OU-E FS, additional remedial alternatives were recommended to address contaminants of concern (COCs) within sediment and/or groundwater for five AOCs within OU-E. This RAP summarizes the completed remedial actions and areas approved for NFA, further outlines proposed remedial alternatives recommended in the OU-E FS, and identifies the remedial actions to be performed in remaining areas.

Based on the Order and site-specific information, the objectives of this RAP are as follows:

- Summarize background information and findings from the remedial investigation (RI) pertinent to the evaluation and selection of remedial alternatives.
- Summarize the FS alternatives considered for each AOC and evaluated using the nine evaluation criteria described in Section 4.1.1.
- Summarize remedial action objectives (RAOs).
- Detail proposed remedial actions, based on the analysis presented in the FS.
- Provide a preliminary schedule for implementation of proposed remedial actions.

## 1.3 Report Organization

This RAP presents information regarding environmental conditions at the site and proposed remedial actions to address site-related risk to human health and the environment. The remainder of this RAP is organized as follows:

- Section 2 presents background information relevant to the scope of this RAP and describes subsequent investigation activities conducted since the submittal of the RI Report and FS Report for OU-E.
- Section 3 summarizes RAOs and chemical-specific cleanup levels for remedial actions in AOCs addressed in this RAP.
- Section 4 describes the alternatives evaluated, summarizes the evaluation criteria, provides the recommended alternatives, and details remedy implementation for AOCs in OU-E.
- Section 5 summarizes the reporting and schedule prior to, during, and following RAP implementation.
- Section 6 identifies references cited throughout this RAP.

- Appendix A provides a listing of the Administrative Record.
- Appendix B will provide the CEQA EIR in the Final RAP.
- Appendix C will provide the response to public comments on the draft RAP and EIR in a Responsiveness Summary in the Final RAP.
- Appendix D will provide the Statement of Reasons and the Nonbinding Preliminary Allocation of Responsibility in the Final RAP.

## Section 2: Background Information

This section presents the site setting, summarizes previous investigations and interim remedial measures, and provides an overview of the nature and extent of chemicals of interest (COIs). Chemicals that were identified as potential risk drivers in the BHHERA (Arcadis 2015b) are termed COC herein. The information provided is primarily based on data reported in the OU-E RI Report (Arcadis 2013a), BHHERA, Remedial Investigation, Operable Units C and D (OU-C and D RI Report; Arcadis 2011a), Feasibility Study, Operable Units C and D (Arcadis 2012a), OU-E FS (Kennedy Jenks 2019a), and Operable Unit D and Operable Unit E Groundwater Operation & Maintenance Plan (OU-D/E GW O&M Plan; Kennedy Jenks 2020a).

### 2.1 Site Setting

This section presents the site setting in terms of land use, ecology, climate, geology, hydrogeology, occurrence of groundwater, surface water hydrology, and cultural resources.

#### 2.1.1 Geology and Hydrogeology

##### 2.1.1.1 Regional

Fort Bragg is located along the northern California coastline within the Coast Range geomorphic province. The regional geology consists of complexly folded, faulted, sheared, and altered bedrock. The bedrock of the region is the Franciscan Complex of Cretaceous to Tertiary (late Eocene) age (40 to 70 million years old). The Franciscan Complex comprises a variety of rock types. In the north coast region, the Franciscan Complex is divided into two units: the Coastal Belt and the Melange. In Mendocino County, the Melange lies inland and is an older portion of the Franciscan Complex, ranging in age from the Upper Jurassic to the late Cretaceous. The Coastal Belt consists predominantly of greywacke sandstone and shale.

Besides the Coastal Belt, other geologic units present in Fort Bragg and in the vicinity include surficial deposits of beach and dune sands, alluvium, and marine sediments. As discussed below, the most important of these at the site are the marine sediments, which cut bedrock surfaces along the coast and form much of the coastal bluff material overlying bedrock. Artificial fill (reworked native soil or imported material) is also prevalent at the site.

The surficial geology of the site and environs is depicted on Figure 2-5. The site is underlain by Quaternary (less than 1.5 million years old) marine sediments deposited in thicknesses up to 30 feet on wave-cut surfaces parallel to the coast (Blackburn Consulting, Inc. 2006). These surfaces were created during the Pleistocene Epoch, when sea level fluctuations caused by glaciation created a series of terraces cut into the Franciscan bedrock by wave action (BACE Geotechnical 2004). The marine sediments comprise poorly to moderately consolidated silts, sands, and gravels, and in some locations, are overlain by a 3- to 4-foot-thick mantle of topsoil or up to a 20-foot-thick layer of artificial fill (BACE Geotechnical 2004). Both the topsoil and fill are generally relatively coarse in texture, ranging primarily from sandy silts to gravel. The marine sediments are also generally coarse, but appreciable thicknesses of finer materials are also found onsite. Beneath these Pleistocene materials are the Tertiary-Cretaceous rocks

(approximately 65 million years old) of the Coastal Belt, composed of well-consolidated sandstone, shale, and conglomerate.

#### **2.1.1.2 OU-E Specific**

The shallow subsurface of the terrestrial portions of OU-E contains up to three lithologic units: artificial fill, marine sediments, and bedrock.

##### **2.1.1.2.1 Artificial Fill**

Soil borings, test pits, and potholes completed in the terrestrial portions of OU-E identified artificial fill in most areas. In general, the fill consists of reworked marine sediments with foreign materials. It can be generally characterized as coarse-textured material (silty sands to silty gravels), often containing wood chips, bark, ash, sawdust, brick, scrap metal, charcoal, and plastic. Fill thicknesses greater than 30 feet below ground surface (bgs) have been observed along the eastern edges of Ponds 6 and 8, but thicknesses on the order of 5 to 10 feet bgs are more common in the terrestrial areas and around the ponds in Parcel 7.

##### **2.1.1.2.2 Marine Sediments and Bedrock**

Marine sediments and bedrock underlie the artificial fill (where present) in OU-E. As with other portions of the site, Franciscan bedrock is present beneath the upland portions of OU-E but based on lithological information available from borings advanced at the site, its surface undulates and depths to bedrock can vary widely over short lateral distances. For example, within a 350-foot distance along the eastern edge of Pond 8, depths to bedrock vary from less than 10 feet bgs to greater than 40 feet bgs. Bedrock depths are generally shallow (approximately 10 feet bgs) near the ponds in Parcel 7, but in the formerly developed areas of Sawmill #1 and the Powerhouse, bedrock depths are generally no less than 30 feet bgs. In some locations around the margins of Pond 8, marine sediments are completely absent and artificial fill is in direct contact with bedrock.

#### **2.1.1.3 OU-C and OU-D Specific (Riparian AOI, IRM AOI, and West of IRM AOI)**

Similar to OU-E, the shallow subsurface of OU-C and OU-D in areas transferred to OU-E contains up to three lithologic units: artificial fill, marine sediments, and bedrock. The artificial fill thickness has been measured up to 18 feet bgs within Parcel 5, which includes the IRM AOI and the West of IRM AOI. The Riparian AOI lies on the eastern edge of Parcel 7, where fill thicknesses are typically 10 feet bgs. Similar to OU-E, marine sediments and bedrock underlie the artificial fill in OU-C and OU-D. The bedrock surface has been observed to range between approximately 10 and 30 feet bgs.

### **2.1.2 Hydrology**

#### **2.1.2.1 Regional**

The regional hydrogeologic setting of the Mendocino County coast has been presented in the Mendocino County Coastal Ground Water Study (California Department of Water Resources 1982). The site is located in the western coastal area of the county, which was divided into five subunits in the study: Westport, Fort Bragg, Albion, Elk, and Point Arena, separated by the

major rivers that discharge to the Pacific Ocean. The study included all areas where coastal terrace deposits had been mapped. The site is located within the Fort Bragg subunit, which extends from Big River to the south to Ten Mile River to the north.

Fresh groundwater is primarily obtained from shallow wells in the semi-consolidated marine terrace deposits or through municipal or privately-owned water systems. These water systems divert surface flow and springs or tap shallow alluvial aquifers. A combination of wells and surface water diversions is commonly necessary to provide adequate supply year-round.

#### **2.1.2.2 Site Groundwater Occurrence and Hydraulic Properties**

Based on quarterly monitoring from 2004 to 2012 and semi-annual monitoring from 2013 to 2019, groundwater generally flows radially at the site toward Fort Bragg Landing and the Pacific Ocean (Figure 2-6) under average horizontal hydraulic gradients ranging from approximately 0.016 foot per foot (ft/ft) to 0.094 ft/ft (Kennedy Jenks 2020a). Groundwater elevations tend to range from approximately 7 to 91 feet relative to the Northern American Vertical Datum of 1988 (NAVD 88). Depending on the location, seasonal fluctuations in groundwater levels of up to 12 feet have been observed. Figure 2-6 provides the groundwater contour map for groundwater wells in OU-E based on water elevations measured in February 2019.

#### **2.1.2.3 Groundwater Use**

Groundwater is not currently used at the site. Groundwater in OU-E is generally relatively shallow. Most areas of OU-E, particularly all of the OU-E lowland, are close to the ocean and groundwater use may promote salinity and the potential to promote saltwater intrusion. Further, groundwater use in the OU-E lowland would dewater the existing groundwater-fed wetlands and wetland destruction in these areas would not be acceptable to applicable permitting agencies. Therefore, groundwater use for municipal or industrial purposes in OU-E is not expected, particularly in the shallow zones in the current monitoring program. The City allows the use of groundwater only for non-potable landscaping irrigation. Additionally, as presented in the OU-E FS and discussed in Section 4.1.6, the recommended alternative for OU-E Groundwater includes restriction of groundwater use as defined by a Land Use Covenant (LUC).

### **2.1.3 Surface Water Hydrology**

Figure 1-3 identifies the locations of 10 man-made ponds (Ponds 1 through 9 and the North Pond) ranging in size from 0.1 acre to 7.29 acres. The ponds served operational purposes, and Pond 8 also provides stormwater management for the City. Water transfer into and among the ponds was an integral part of the operational history of the site. Figure 1-7 provides a schematic illustration of surface water flow at the site. More information on use of the ponds during historical site operations was presented in the OU-E FS.

Most waters and wetland features rely on direct precipitation and surface water runoff. Some wetland seep features receive groundwater discharge as well. Waters and wetlands in this area lack a direct hydrologic surface connection to Fort Bragg Landing with the exception of Pond 6, which has a surface flow connection to Fort Bragg Landing via a corrugated high-density polyethylene (HDPE) culvert that discharges through the beach berm separating the OU-E

lowland from Fort Bragg Landing. Runoff into the OU-E lowland also occurs from impervious surfaces (i.e., asphalt and concrete) in the higher elevation areas located to the north and east.

Pond 8, also known as the Log Pond or Mill Pond, was created in the late 1800s by the damming of Maple and Alder Creeks. Pond 8 receives stormwater runoff from the Mill Site, the City, and overflow from Pond 5. It is estimated that approximately 50 to 60 percent of the stormwater runoff entering the pond comes from the City, depending on storm conditions and magnitude (Arcadis 2012b). Water from Pond 8 discharges over the dam spillway to the beach adjacent to Fort Bragg Landing.

In the past, the Southern Ponds (Ponds 1 through 4) received water from site operations. Currently, the Southern Ponds capture rainfall, stormwater runoff and some groundwater seeps. The bottom elevation of Pond 1 lies above the groundwater table, making Pond 1 seasonal and dry for a portion of the year. Ponds 2 and 4 are also seasonal, but have some groundwater input as the water table can rise above the pond bottom during the rainy season. The southeastern and northwestern portions of Pond 3 generally have groundwater infiltration year-round.

Pond 5 currently receives runoff from the Lyme Timber Office area located to the north of the Pond. Pond 9 historically received surface water pumped from Pudding Creek to supply water to hydrants for firefighting; water is no longer pumped from Pudding Creek to Pond 9.

#### **2.1.4 Biological Setting**

The majority of OU-E, along with the IRM AOI and West of IRM AOI, was previously developed industrial land characterized by large areas covered with structures/foundations, asphalt, crushed rock, or a mixture of both. Weedy ruderal vegetation is occasionally observed in these areas [WRA Environmental Consultants (WRA) 2005].

Within OU-E, identified wetlands and waters include ponds and ditches used in former sawmill operations and seasonal wetlands<sup>1</sup>, and wetland seeps<sup>2</sup> (Figures 2-2, 2-3, and 2-4). Most of the ponds at the site are dominated by species typical of freshwater marshes, although a few consist of open water with less than 5 percent cover by vegetation.

Two environmentally sensitive habitat area (ESHA) delineation efforts occurred to identify “any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments” [California Coastal Commission (CCC) definition; CCC 2000]. In 2009, WRA delineated 20 waters, including wetlands, totaling 13.31 acres, including Ponds 1 through 9 and the North Pond (classified as industrial ponds), and three wetland seeps on the vegetated slope of the northern portion of OU-E (Wetlands B, C, and D, shown on Figure 2-3; WRA 2009).

<sup>1</sup> Seasonal wetland plant communities occur in depressions that are inundated during the rainy season for sufficient duration to support vegetation adapted to wetland conditions.

<sup>2</sup> Freshwater seep plant communities are wetlands containing perennial and annual herbs, including sedges and grasses, which occur in areas that receive perennial or semi-perennial hydrological input as a result of subsurface flow of water.



In 2010, Arcadis identified three wetland seeps (the eastern portion of Wetland E-1, Wetland E-3, and Wetland E-8) and four seasonal wetlands in OU-E (the western portion of Wetland E-1, Wetland E-2, Wetland Complex E-5 and E-6, and Wetland E-7; Figure 2-3). One additional wetland classified as an industrial pond (Wetland E-4) was identified in a concrete-lined pit that was a remnant of a demolished building. Additional discussion of these areas is included in the *Environmentally Sensitive Habitat Areas Delineation Report* (Arcadis 2011b).

In 2017, Wetland E-6 was expanded by the wetland establishment area as part of mitigation for remedial actions completed in 2017. The expansion of the existing wetland was presented in the Wetland Establishment Area Annual Report and As-Built Conditions for Georgia-Pacific Fort Bragg Mill Site (WEA Report; Kennedy Jenks 2018b). Mitigation monitoring for Year 1 (ESA 2018) and Year 2 (ESA 2020) has been completed.

Additional biological assessment is discussed in Section 2.4.2.

### 2.1.5 Cultural Resources

TRC (2003, Undated #1, and Undated #2) conducted archival research and archeological surveys of the site and found that portions of the site are considered likely to contain intact prehistoric deposits, as well as historic sites. Areas that are likely to contain historic deposits are important in understanding the early settlement and development of the local community, as well as the lumber operations onsite.

Within OU-E, TRC identified moderate to high potential for prehistoric resources in the lowland terrestrial area. The area nearest Fort Bragg Landing was identified as having a high potential for prehistoric cultural resources. Although subsequent industrial activities may have destroyed prehistoric deposits near Fort Bragg Landing, the road and sea wall may have preserved possibly significant prehistoric cultural resources. OU-E was also identified as having high potential for historic resources. Historic buildings and infrastructure associated with past milling operations are found throughout the lowland terrestrial area (TRC 2003).

No prehistoric sites were identified in the IRM AOI and the West of IRM AOI. TRC identified moderate potential for subsurface historic resources within the IRM AOI and the West of IRM AOI.

Within OU-D, the area identified by TRC that is considered to have a high potential to contain prehistoric cultural remains is the wooded area (Riparian AOI) on the eastern side of the site adjacent to the nursery. This AOI has been largely untouched by the industrial development that occurred on the other portions of the site. Most of the Riparian AOI was categorized as having moderate potential for historic resources, with the exception of a small area on the southwestern boundary of the Riparian AOI. This area may contain debris that may relate to earlier phases of lumber operations (TRC 2003).

## 2.2 General Site History of OU-E

According to historical records, Union Lumber Company (ULC) began sawmill operations at the site in 1885. Georgia-Pacific acquired the site in 1973 and ceased lumber operations on 8 August 2002. Most of the equipment and structures associated with the lumber production

have since been removed. Industrial operations at the site included lumber production and power generation by burning residual bark and wood.

As defined in the Order, OU-E (ponds/park) is within the Upland Zone (OU1). The Upland Zone is the elevated land beginning from the inland edge of the Coastal Trail and Parkland Zone (OU-A) and moving inland. OU-A forms the western boundary of OU-C and OU-D; OU-A received closure from the DTSC in December 2009 and was transferred to the City in January 2010. OU-E includes portions of the following Assessor's Parcel Numbers (APN): 008-020-15, 008-161-08, 008-170-07, 008-170-06, 018-010-67, 018-020-01, and 018-430-21. The IRM and West of IRM AOIs were added from OU-C and the Riparian Area AOI was added from OU-D. The total acreage for OU-E is approximately 67 acres and includes 10 man-made ponds (Ponds 1 through 9 and the North Pond) that range in size from 0.1 acre to 7.29 acres.

Based on a review of historical information, the COIs potentially associated with the former industrial activities at OU-E are primarily metals, polycyclic aromatic hydrocarbons (PAHs), total petroleum hydrocarbons (TPH) and other fuel-related hydrocarbons, polychlorinated dibenzo-p-dioxin/polychlorinated dibenzofuran (dioxins/furans), polychlorinated biphenyls (PCBs), and volatile organic compounds (VOCs).

Much of the terrestrial portion of OU-E is situated in an area of lower elevation north of Pond 8, just east of the offshore area known as Soldier Bay, also known as Fort Bragg Landing. This area is approximately 20 to 40 feet lower in elevation than the remainder of the site. Most industrial features within OU-E have been removed, with the exception of a few smaller features shown on Figure 1-4. With the exception of these remaining industrial features, OU-E is generally vacant. There are no active structures or uses in the terrestrial area and the primary use of the aquatic areas, specifically Pond 8, is to provide stormwater management prior to discharge to the ocean. While foundations of former buildings remain in certain portions of this area, there has been extensive investigation of these areas. Public coastal trails extending both north and south of Fort Bragg Landing were opened in 2014 and 2016, respectively. The northern and southern portions of the public coastal trail were connected through OU-E in 2018. The trail corridor was fenced by the City to exclude trespassing onto the remainder of the Mill Site. The foreseeable future use of OU-E is as continued stormwater management facilities, open space, and recreational trail development. The City's Land Use Plan prepared in 2017 during the Mill Site rezoning process<sup>3</sup> is presented on Figure 2-1. The site is fenced and locked to restrict trespassers.

ESHAs<sup>4</sup> comprise approximately one-fifth of the OU-E lowland and approximately one-third of the remaining area.

<sup>3</sup> <https://city.fortbragg.com/DocumentCenter/View/6973/MSSP-Land-USE-PLAN-1C-1-2018?bidId=>. Accessed 7 October 2020.

<sup>4</sup> ESHAs are referred to as "environmentally sensitive habitat area[s]" in Section 30107.5 of the California Coastal Act and are defined as "any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments". ESHAs in OU-E include wetland and open water habitats. Regulatory protection of ESHAs in the California Coastal Zone ultimately falls under the jurisdiction of the California Coastal Commission (CCC). The City administers CCC Coastal Act jurisdiction for the site under their Local Coastal Program.



## **2.2.1 OU-E Areas of Interest**

OU-E was divided into 13 AOIs based on historical use and data derived from previous investigations (Figure 1-3):

1. Water Treatment and Truck Dump AOI
2. Sawmill #1 AOI
3. Compressor House and Lath Building AOI
4. Powerhouse and Fuel Barn AOI
5. Pond 8 Fill Area AOI
6. Pond 8 AOI
7. Pond 6 and North Pond AOI
8. Pond 7 AOI
9. Southern Ponds AOI
10. Ponds 5 and 9 AOI
11. West IRM AOI
12. IRM AOI
13. Riparian AOI.

Four of these AOIs (Water Treatment and Truck Dump AOI, Sawmill #1 AOI, Compressor House and Lath Building AOI, Powerhouse and Fuel Barn AOI) are collectively discussed as the OU-E Lowland Terrestrial Soil AOI and two of these AOIs (West IRM AOI and IRM AOI) are collectively discussed as the OU-E Groundwater AOC. The remaining seven AOIs are assessed individually. One AOI received an NFA determination in the RI Report, one AOI received an NFA determination in the BHHRA, and five AOIs received NFA determinations in the RACR. Five AOCs were evaluated in the OU-E FS; Remedial Actions for the five AOCs are discussed in this RAP. Table 2-1 and Figures 1-5 and 1-6 summarize the status of all AOIs/AOCs in OU-E.

### **2.2.1.1 AOIs with No Further Action Determination during Remedial Investigation**

In the RI Report, an analysis of the nature and extent of COCs in AOIs resulted in one recommendation for NFA (Pond 8 Fill Area AOI). DTSC approved the Pond 8 Fill Area AOI for NFA (DTSC 2013b).

### 2.2.1.2 AOIs Recommended for NFA

The OU-E RI found that Ponds 5 and 9 have no known industrial use, and historical and RI sediment results indicate concentrations of TPHg, TPHmo, and PCBs in sediment are below OU-E RI primary screening levels (PSLs). Acetone was detected above PSLs in pond sediment samples. PAHs and dioxins/furans were detected above PSLs in one sample, collected from the surface in Pond 5. Six metals were detected above PSLs, with the majority of exceedances collected from Pond 5. None of the metal concentrations exceeds the human health PSL and most of the metal concentrations (with the exception of copper) were within the same order of magnitude as the ecological PSL or background concentration. Source classification evaluation indicates that dioxin/furan concentrations in Pond 5 and Pond 9 are consistent with ambient/mixture sources. The OU-E RI identified Ponds 5 and 9 as needing further evaluation in the OU-E BHHERA.

Sediment in Pond 5 and Pond 9 was evaluated in the BHHERA risk assessment in accordance with the recommendations in the OU-E RI. Based on the evaluation, the occasional adult recreator hazard index (HIs) and excess lifetime cancer risks (ELCRs) for Pond 5 and Pond 9 considering a 50 day per year exposure frequency are below 1 and  $1 \times 10^{-6}$  respectively. As presented in the OU-E FS (Section 2.2.6.2), Pond 5 and Pond 9 were not evaluated in the OU-E FS because the ELCR for Pond 5 and Pond 9 was below the risk management threshold of  $1 \times 10^{-6}$ . Pond 5 AOI and Pond 9 AOI are appropriate to be approved for no further action.

### 2.2.1.3 AOIs Approved for NFA in the RACR

As presented in the RACR (Kennedy Jenks 2018a), remediation of the hot spots identified in the BHHERA (Arcadis 2015) and recommended for excavation and disposal in the OU-E RAW (Arcadis 2016a) was completed in 2017. Excavation activities were completed in OU-E within the Lowland Terrestrial AOC, Pond 7 AOC, Southern Ponds (Ponds 2 and 3) AOC, and the Riparian AOI. After completion of excavation activities, residual COC concentrations at the Riparian Area AOI are below the residential screening criteria on a point-by-point basis, and therefore, NFA was recommended for the Riparian Area AOI in the RACR. EPCs for the remaining OU-E AOCs (Southern Ponds AOC, Pond 7 AOC, and Lowland Terrestrial AOC) were recalculated and compared to residential screening criteria. The Lowland Terrestrial AOC EPCs meet residential screening criteria, and therefore, the Lowland Terrestrial AOC was also recommended for NFA for soil in the RACR. The OU-E Lowland Terrestrial Soil AOC and Riparian AOI were approved for NFA by DTSC (DTSC 2018).

### 2.2.1.4 AOCs Evaluated in the Feasibility Study

The OU-E FS evaluated remedial alternatives for the following five AOCs. This list includes the affected media and COCs identified in the OU-E FS for each AOC.

1. Southern Ponds (Ponds 1-4) AOC
  - a. Aquatic sediment: dioxins, arsenic
2. Pond 7 AOC
  - a. Aquatic sediment: dioxins, arsenic, barium

3. North Pond and Pond 6 AOC
  - a. Aquatic sediment: dioxins, arsenic
4. Pond 8 AOC
  - a. Aquatic sediment: dioxins, arsenic
5. OU-E Groundwater AOC
  - a. IRM and West of IRM AOIs
    - i. Groundwater: TPHd, TPHg
  - b. OU-E Lowlands AOI
    - i. Groundwater: barium.

Background information for the AOCs evaluated in the FS is presented in the following sections.

#### **2.2.1.5 Southern Ponds (Ponds 1-4)**

Ponds 1 through 4 (a total of 2.8 acres), collectively known as the Southern Ponds, were a series of treatment ponds related to the operation of the former Powerhouse (Figure 1-7). Based on aerial photographs, Ponds 1 – 3 were constructed between 1973 and 1996. Ponds 1 through 4 were settling ponds that treated water received from Pond 7 (see Section 2.2.1.6). Pond 4 was created in 1996 to receive water from Pond 7 and was dredged once or twice annually from 1996 to 2002. The dredged material was placed in the former ash pile area located east of the Southern Ponds and removed in 2006. The Southern Ponds discharge to the southwestern end of Pond 8 through a culvert system. Exposure point concentrations (EPCs) for the Southern Ponds AOC are presented in Table 2-2.

#### **2.2.1.6 Pond 7**

Pond 7 (0.13 acre) received effluent from the wet scrubbers operating in the former Powerhouse power plant (Figure 1-7). From approximately the mid-1970s up until 1996, fly ash emissions from the boilers were controlled by multi-cyclone collectors, followed by wet scrubbers. Scrubber water from the boilers contained fly ash and was piped to two dewatering slabs where, after drying the residual, fly ash was placed in a dump hopper for removal and placement at an offsite location. Water on the dewatering slabs that did not evaporate was conveyed to Pond 7, and then pumped to Ponds 1 through 4 for further treatment. Pond 7 also received water from the dewatering slabs and wash water from the Powerhouse, as well as groundwater and surface water runoff from the Powerhouse area. EPCs for the combined dataset of Pond 6, Pond 7, and North Pond are presented in Table 2-2.

#### **2.2.1.7 North Pond and Pond 6**

Pond 6 (0.17 acre) collects stormwater runoff during winter storm events and also receives discharge from the North Pond and drainage water from Parcel 2. When the plant was

operational, water from Pond 6 (when full) would be pumped to Pond 7 and subsequently to Ponds 1 through 4 when full. There is also an overflow culvert in Pond 6 that allows discharge of stormwater to Fort Bragg Landing (Figure 1-7).

The North Pond (0.06 acre) was formerly used as a settling basin for water used during the operation of the hydraulic debarker. Water from surface runoff from the surrounding uplands to the north currently enters the North Pond via a culvert on its eastern side and discharges to Pond 6 via a culvert (Figure 1-7). EPCs for the combined dataset of Pond 6, Pond 7, and North Pond are presented in Table 2-2.

#### **2.2.1.8 Pond 8**

Pond 8 (7.3 acres), also known as the Log Pond, was created in the late 1800s by the damming of Alder and Maple Creeks (Figure 1-7). The size of Pond 8 has changed over time. Based on aerial photographs, the earliest documented size of Pond 8 was approximately 13.23 acres, and minimal changes in pond size occurred until after 1966 when several fill operations occurred. Pond 8 is currently approximately 7.3 acres. Additional details about these modifications or historical Pond 8 maintenance dredging or fill are not documented in available site historical information. Pond 8 receives stormwater runoff as well as overflow from Pond 5. Water from Pond 8 discharges over the dam spillway to the beach adjacent to Fort Bragg Landing. The total contributing watershed to Pond 8 is approximately 417 acres, consisting of 190 acres (including Pond 8 itself) within the Mill Site property and 227 acres outside the Mill Site property (related to stormwater management for the City). Total direct rainfall to the surface of the pond is less than 2 percent of the total inflow to the pond. EPCs for the Pond 8 AOC are presented in Table 2-2.

#### **2.2.1.9 OU-E Groundwater**

##### **2.2.1.9.1 IRM AOI**

The IRM AOI is located directly south of Pond 5 (Figure 1-3). The AOI was dominated by the Former Parcel 5 Mobile Equipment Shop (MES) and adjacent buildings, such as the Former Tire Shop, the Former Washdown Building, and the Former Fuel Storage and Dispenser Building. A truck wash pit was formerly located southwest of the Former Fuel Storage and Dispenser Building.

The Former Parcel 5 MES historically housed tanks containing petroleum solvent, acetylene, and oxygen. In addition, the Former Parcel 5 MES contained an old diesel dispenser, a former paint storage room at the northwestern corner of the building interior, a former oil change waste pit in the northern portion of the building interior, and a room that formerly housed an air compressor north of the fuel dispenser at the building exterior. Within the building were two sheds that were used for chemical storage, including lube oil, waste oil, used oil filters, transmission fluid, hydraulic fluid, grease, and antifreeze. At the time of AME's (2005a) additional investigation work, the western shed contained 1,100 gallons of tractor hydraulic fluid and 330 gallons of lube oil in the form of six 55-gallon drums. Prior to this, the shed contained four 27-gallon aboveground storage tanks (ASTs) (three containing hydraulic fluid and one containing transmission fluid); five plastic and metal 55-gallon drums containing gear lube oil, used oil, waste-paint-related material, used oil filters, and lube oil; and two open 55-gallon drums, cut in half, that contained used oil, oil-stained cardboard, oil-stained spill pads, and booms. A concrete-lined pit covered by a perforated steel plate was also located in the shed.

Water and sludge collected in the pit and were periodically removed. An AST was also formerly located just outside the southwestern corner of the building. The Former Parcel 5 MES was demolished in summer 2007.

The Former Tire Shop was a 40-foot by 50-foot building located west of the southern end of the Former Parcel 5 MES. It was constructed between the late 1980s and early 1990s. Maps and photographic evidence from 1963 to 1982 show a different building in this location, but there are no records pertaining to its use (AME 2005). The Former Tire Shop was demolished in summer 2007.

The Former Washdown Building was located immediately southeast of the Former Parcel 5 MES and contained three sumps. One was located in the northwestern corner of the building, one near the center of the building, and another in the southern portion of the building next to the fuel island. A recycled AST was also located in this area. North of the building was an area with surface staining and a drainage area. The Former Washdown Building was demolished in summer 2007.

The Former Fuel Storage and Dispenser Building was the southernmost building in Parcel 5. It housed four ASTs that were used to store lube oil, unleaded gas, diesel, and waste oil. Piping from the northwestern corner of the Former Fuel Storage and Dispenser Building ran underground from the waste oil and lube oil ASTs northward along the western side and to the northwestern corner of the Former Parcel 5 MES. An additional covered trench for compressed air piping ran from the Former Fuel Storage and Dispenser Building to the Former Washdown Building. The piping entered the Former Parcel 5 MES and was formerly connected to an interior oil fuel dispenser adjacent to the former paint storage room. The Former Fuel Storage and Dispenser Building was demolished in summer 2007.

Southwest of the Former Fuel Storage and Dispenser Building was the location of the Former Truck Wash Pit. The 1981 plant drain map (Georgia-Pacific 1981) shows an oil trap, sump, and wash rack in this area. The pit was open but is now backfilled. The Phase I Environmental Site Assessment (ESA; TRC 2004a) identified an oil trap in this area and there may have been a separator associated with the pit.

An interim action involving the excavation of impacted soils from this area (Arcadis 2008b) was completed in 2009. Impacted soils were removed, and clean, treated soils were backfilled into this area (Arcadis 2010a). The interim action is discussed in further detail in Section 2.5.1.

#### **2.2.1.9.2 West of IRM AOI**

The West of IRM AOI is bounded by the IRM delineation on the east, the OU-D delineation on the south, and the OU-E delineation on the west (Figure 1-3). It extends no further north than the IRM. An interim action (Arcadis 2008b) completed in 2009 extended into this AOI. Impacted soils were removed, and clean, treated soils were backfilled into this area (Arcadis 2010a). The interim action is discussed in further detail in Section 2.5.1.

## 2.3 Conceptual Site Model

The conceptual site model (CSM) describes the relationship between chemical sources, migration pathways, exposure routes, and possible exposure pathways for human and ecological receptors potentially present in AOIs within OU-E selected for remedial activity evaluation in the RI Report.

### 2.3.1 Sources of Chemicals

During normal operations in OU-E, several substances that could be considered hazardous if released into the environment were used. These substances included, but may have not been limited to, petroleum hydrocarbons, asbestos, PCBs, lead [including from lead-based paint (LBP)] and other metals, various VOCs and semi-volatile organic compounds (SVOCs), cyanide, and dioxins/furans (associated with fly ash). A few areas contained transformers and had drum and other hazardous materials storage. Water treatment chemicals were used, as well as small quantities of solvents and hydraulic fluids.

### 2.3.2 Chemicals of Interest

COIs are chemicals that could potentially be associated with the products, materials, and wastes used or generated at the facilities discussed above in Section 2.3.1. The primary chemical constituent/product used across the site was petroleum (BBL 2006). Onsite tanks and drums stored diesel, motor oil, fuel oil, lube oil, hydraulic oil, and dielectric oil (a petroleum-based electrical insulating oil). Jet fuel and gasoline were also used at specific locations. Other chemicals used onsite included antifreeze and transmission fluids for vehicle servicing, water treatment chemicals, small quantities of acids/bases, solvents, paint, and paint thinners. Some acetylene and oxygen tanks were located onsite.

Mill site-related sources of dioxins/furans in soil and sediment include fly ash derived from burning redwood bark in the hog fuel boiler, which was used to generate electricity for facility operations. During a 1- to 2-year period of time just prior to cessation of mill operations, “municipal wood” was also burned in the hog fuel boiler because the mill was scaling back operations and not enough redwood bark was available to provide power to the grid. Municipal wood was obtained from landfills and includes wood derived from various activities, such as construction and demolition.

### 2.3.3 Fate and Transport

In OU-E, the primary potential migration pathways are direct releases to surface and subsurface soil, infiltration of rainwater and percolation of groundwater, surface water runoff, and dust generation. Releases from subsurface features such as underground storage tanks (USTs) or sumps are directly to the subsurface soil. Impacts in the subsurface soil can affect shallow groundwater beneath the site. Dissolved constituents can be transported downgradient as a result of advective groundwater flow. Pond 8 also receives stormwater runoff from portions of the Mill Site via surface sheet flow and the City via the City’s stormwater collection system.



## **2.4 Previous Remedial Investigations**

This section describes previous environmental investigations, biological assessment, IRMs, remedial investigations, and risk assessments. The dataset includes analytical results from the previous investigations described in the subsections below. The data discussed herein have been previously presented in the RI Report and the FS, as well as other documents.

Investigation data collected prior to January 1998 were excluded as they have not been formally validated and have limited quality assurance/quality control information. Additionally, their age is a concern for characterizing current site conditions. Data from the investigations presented below were found usable, with the exception that additional data validation was required and completed for the data collected from January 1998 to March 2005, which did result in the qualification of a few analytical data points (Arcadis 2010b). These data were used in the OU-E work plans (Arcadis BBL 2007b, 2007c; Arcadis 2010b, 2013b, 2014), OU-E RI Report, and BHHERA in order to adequately characterize the nature and extent of COCs in OU-E and associated AOIs (IRM, West of IRM, and Riparian AOIs formerly associated with OU-C and OU-D).

### **2.4.1 Environmental Investigations**

This section summarizes environmental investigations conducted at the site relevant to OU-E, including LBP investigations, Phase I and Phase II environmental assessments, 2004 and 2005 additional site assessments, and groundwater monitoring.

#### **2.4.1.1 Lead-Based Paint Investigation**

In January 1998, TRC conducted a preliminary investigation of surface and shallow subsurface soil to evaluate paint on select buildings for elevated lead levels and to evaluate whether chemicals associated with site operations were present in subsurface soil in the areas scheduled for demolition in Parcels 3, 4, and 5 (TRC 1998).

#### **2.4.1.2 Phase I Environmental Site Assessment**

TRC performed a Phase I ESA of the site between 2002 and 2004 (TRC 2004a). The Phase I ESA included visual inspections of each parcel; a site history survey, including historical Sanborn® maps, historical U.S. Geological Survey maps, and aerial photograph review; personal, telephone, and written communication with local and county regulatory agencies; interviews with current and past Georgia-Pacific employees with historical operational knowledge of the site; and a computer database search of sites with known environmental concerns within a 1-mile radius of the site.

As part of the Phase I ESA, Hygienetics Environmental Services, Inc. (Hygienetics) conducted an additional asbestos and LBP investigation in late 2002. Samples from the upland portion of OU-E were found to contain LBP in the Water Treatment Plant Building, the Chipper Building, Sawmill #1 Building, Compressor House 1, and the Powerhouse Building at concentrations up to 17,000 parts per million (ppm) lead (Hygienetics 2003).

#### **2.4.1.3 Phase II Environmental Site Assessment**

TRC conducted a Phase II ESA to characterize site soils and groundwater in the AOIs identified in the Phase I ESA, and to refine the understanding of the nature and extent of affected media. Preliminary Phase II activities were conducted in March and April 2003. Supplemental Phase II activities were conducted in December 2003 and January 2004. Activities included the installation of seven monitoring wells within OU-E. The results were presented in the Phase II ESA report (TRC 2004b).

#### **2.4.1.4 2004 Additional Site Assessment**

TRC conducted additional assessment activities pursuant to recommendations for follow-up assessment presented in TRC's Phase I and Phase II ESAs. The additional site investigation included the completion of pothole investigations, geophysical investigation, and soil borings for the purpose of collecting additional soil samples, and to investigate surface anomalies and potential waste deposit areas. The results of the additional site assessment were presented in the *Additional Site Assessment Report* (TRC 2004c).

#### **2.4.1.5 2005 Additional Site Assessment**

In 2005 and 2006, AME conducted additional site assessment work, including additional soil and groundwater sampling, geophysical surveys, and the installation of additional groundwater monitoring wells. Activities were conducted in general accordance with the *Work Plan for Additional Site Assessment* (AME 2005). Analytical data were reported in the *Dioxin Sampling and Analysis Report* (AME 2006a) and the *Data Transmittal Report* (AME 2006b).

#### **2.4.1.6 Pond Sediment Investigations**

##### **2.4.1.6.1 2008 Pond Sediment Investigations**

Arcadis conducted pond sediment sampling activities in March 2008, as described in the *Data Summary Report, Operable Unit E Pond Sediment* (Arcadis 2009). These activities were performed in general accordance with the *Preliminary Site Investigation Work Plan Operable Unit E – Onsite Ponds* (Arcadis BBL 2007b). Sediment samples were collected from 26 locations in Ponds 1 through 9 and the North Pond. Sediment samples were collected from the intervals of 0 to 0.5 foot below sediment surface (bss) and 0.5 to 1.5 feet bss and analyzed for COIs for which a data gap had been identified: metals, TPH as diesel (TPHd), TPH as motor oil (TPHmo), PAHs, PCBs, and dioxins and furans. In some locations, samples were also collected at depths up to 9.5 feet bss. Sample locations were selected to characterize areas not previously addressed during historical investigations and/or to fill data gaps related to the spatial and vertical distribution of specific COIs. Pond sediment sampling locations are shown on Figures 2-7 through 2-9.

##### **2.4.1.6.2 2009 Mill Pond (Pond 8) Additional Sediment Investigation**

An additional sediment sampling event was conducted in June 2009 to understand the magnitude and spatial extent of the COIs in Pond 8, to provide samples for sediment bioassay and bioaccumulation studies, and to provide paired data for estimation of site-specific



bioaccumulation factors. Sample methods and results are described in full in the *Data Summary Report – Additional Investigation Pond 8 Sediment* (Arcadis 2011c).

Because surface sediment (0 to 0.5 foot bss) was identified as the primary exposure media for Pond 8 (Arcadis BBL 2007b, Arcadis 2009), the investigation focused on surface sediment only. For this investigation, nine sediment samples were collected from Pond 8 and one sample was collected from Pond 9 to provide a basis for comparison for the Pond 8 sediment results, as Pond 9 has no known associated sources of site-related COCs. Samples were analyzed for metals, TPHd, TPHmo, and dioxins and furans, as well as bioassay and bioaccumulation testing (Arcadis 2011c). Pond sediment sampling locations are shown on Figures 2-7 through 2-9.

#### **2.4.1.6.3 2012 Mill Pond (Pond 8) Geotechnical and Chemical Investigation**

In February and March 2012, Arcadis conducted a sediment volume survey, and geotechnical and chemical investigation of Pond 8 sediments to further evaluate cleanup and restoration options. To further characterize sediment volume, the surface area of the pond was manually probed at recorded coordinates, and later integrated over the surface area of the pond to estimate a total of 106,000 cubic yards (cy) of sediment in the pond (Arcadis 2012b). Sediment samples were collected and analyzed for metals and dioxins and furans. Pond sediment sampling locations are shown on Figure 2-7.

Samples were also collected for geotechnical characterization. Results indicated that Pond 8 sediment is generally classified as silty sand with an organic content between 20 and 50 percent and a hydraulic conductivity ranging from  $1 \times 10^{-7}$  to  $4 \times 10^{-7}$  centimeters per second, which is lower than what is typically observed for silty sand. Additionally, the total porosity is higher than what is typically observed for silty sands, suggesting that the sediment also has many clayey characteristics (Arcadis 2012b).

The distribution of sediment thickness across Pond 8 and a cross-section of Pond 8, including both water and sediment depth and COC concentrations, is presented on Figure 2-10 through Figure 2-16. A statistical summary of the chemicals detected in Pond 8 was presented in the OU-E RI and OU-E FS. The maximum concentration of dioxin toxic equivalent (TEQ) in Pond 8 is 247 picograms per gram (pg/g) and the EPC in the 0 – 2 feet bss range is 110 pg/g. The EPC is the concentration of a constituent of potential concern (COPC) in an environmental medium to which a potential receptor might be exposed. For dioxin TEQ, a conservatively based 95% upper confidence limit (UCL) on the arithmetic mean concentration was estimated using U.S. Environmental Protection Agency's (EPA's) ProUCL 4.1 software to represent the EPC, as described in the BHHERA. The EPC is then compared to the applicable remedial goal or used to calculate risk estimates.

#### **2.4.1.6.4 2013 Baseline Human Health and Ecological Risk Assessment Porewater Investigation**

Additional sampling activities completed in 2013 followed methods presented in the OU-E BHHERA Work Plan (ARCADIS 2013b). The purpose of the OU-E BHHERA sampling activities was to evaluate the bioaccessible fraction of arsenic in OU-E sediment for potential human health receptors and to measure partitioning of metals and PAHs in OU-E and Riparian AOI sediment to porewater. Data collection activities included the collection of surface sediment samples for analysis for arsenic speciation and total arsenic, alkylated PAHs (bulk sediment and

porewater), total organic carbon (TOC), black carbon, and pH and the collection of porewater samples for analysis for metals, major cations and anions, and alkalinity.

Sediment data were used, along with historical site data sets, in the evaluation of human health and ecological risk in the human health risk assessment (HHRA). Porewater data were used in the ecological risk assessment (ERA) to assess potential risk to benthic invertebrates exposed to metals partitioning from sediment to porewater. Results of these investigations are presented in the BHHERA (ARCADIS 2015b) and indicate that the mobility of COPCs from the highly organic sediments to porewater is limited. ERA results for ponds evaluated individually indicate potential risk is not likely and the BHHERA ultimately concluded that unacceptable risks are not expected for populations of plants, benthic organisms, amphibians, birds, or mammals exposed to COPCs in sediment.

#### **2.4.1.6.5 Pond 6, North Pond, Pond 8 Sediment Sampling**

Additional sediment sampling activities were completed in 2019 in Pond 6, North Pond, and Pond 8 per DTSC request. The results were summarized in the Pond 6, North Pond, and Pond 8 Sediment Sampling Report (Kennedy Jenks 2020b), which was approved by DTSC on 26 May 2020 (DTSC 2020b). Data collected was consistent with or lower than past results. EPCs were calculated for dioxin TEQ and arsenic for the western portion of Pond 8, the eastern portion of Pond 8, Pond 8, and a combined Pond 6, Pond 7, and North Pond dataset.

#### **Pond 6, Pond 7, and North Pond**

An exposure point concentration (EPC) had not been calculated for a combined Pond 6, Pond 7, and North Pond dataset prior to the Pond 6, North Pond, and Pond 8 Sediment Sampling Report. The arsenic EPC is 25 mg/kg and is within the range of concentrations used to calculate the background value (0.6 mg/kg to 31 mg/kg; Arcadis BBL 2007d). The dioxin TEQ EPC is 109 pg/g.

#### **Pond 8**

Arsenic EPCs for Pond 8 west (12 mg/kg), Pond 8 east (9.1 mg/kg), and Pond 8 (9.7 mg/kg) are approximately equal to the draft remedial goal presented in Table 3-2 (10 mg/kg). The dioxin TEQ EPC is lower in the west portion of Pond 8, near the ocean (58 pg/g), and higher in the east portion of Pond 8, near the storm drain outfalls into the pond (142 pg/g). With the addition of new and deeper data representative of all Pond 8 sediment, the dioxin TEQ EPC for the whole pond presented in the Pond 6, North Pond, and Pond 8 Sediment Sampling Report (107 pg/g) is less than the previously calculated value presented in the BHHERA (Arcadis 2015).

The Pond 6, North Pond, and Pond 8 Sediment Sampling Report concluded that site sediment present low risk to the offshore environment and that the additional data continued to support the remedial alternative recommended in the OU-E FS.

#### **2.4.1.7 Groundwater Monitoring**

Quarterly groundwater monitoring at the site was initiated by TRC in 2004. The monitoring network has varied over the years and is currently consistent with Comprehensive Monitoring

Program (CPM) Update Number 6 (CMP Update No. 6; Arcadis 2013c) as approved by DTSC in November 2013 (DTSC 2013a). In October 2017, DTSC approved 38 wells for destruction, including three wells in the CMP Update No. 6 monitoring network (MW-3.12, MW-5.17, and MW-5.19; DTSC 2017). MW-3.12 was subsequently replaced. Correcting for the wells destroyed in 2017, CMP Update No. 6 includes the gauging of 16 groundwater monitoring wells (five of which are located in OU-E) and sampling of 15 groundwater monitoring wells (four of which are located in OU-E). In June 2020, DTSC approved an additional 20 wells for destruction, including three injection wells (Kennedy Jenks 2020c; DTSC 2020c). The comprehensive groundwater monitoring dataset for the site, including all data collected through the first quarter of 2019 from active groundwater monitoring wells, is presented in the *First Semi-Annual 2019 Groundwater Monitoring Report* (Kennedy Jenks 2019b).

## 2.4.2 Biological Assessment

In 2005, WRA conducted a biological assessment at the site to identify biological resources at the site. A total of 54 special status species of wildlife were recorded in the site vicinity, but only three special status species (the double-crested cormorant, the California brown pelican, and the osprey) have a potential for occurrence in the site vicinity. Although these species may be observed and/or occur at times onsite, these species do not nest onsite, and are not expected to obtain a significant portion of their diet from the site. A total of 47 special status plant species were identified in the site vicinity, 18 of which have a moderate potential to occur at the site. Three sensitive plant species were found onsite during the botanical surveys: Blasdale's bent grass, Mendocino Coast Indian paintbrush, and short-leaved evax; however, none of these special status plant species are likely to occur within OU-E and monthly surveys conducted in OU-E from February to May 2010 did not identify any special status plant species (WRA 2005, updated 2007).

ESHA delineation activities were conducted by WRA in 2009 and Arcadis in 2010 to identify potential ESHAs [including potential federal and state jurisdictional waters, including wetlands (waters/wetlands)] located onsite. WRA (2009) delineated 20 waters/wetlands totaling 13.31 acres in OU-C, OU-D, and OU-E. Of these delineated areas, 8.89 acres were classified as U.S. Army Corps of Engineers (USACE) jurisdictional waters/wetlands. Approximately 308 acres of the 317 acres that Georgia-Pacific owns were considered non-jurisdictional for USACE purposes. In 2010, Arcadis identified and delineated the following additional features as potential ESHAs: 17 waters/wetlands totaling approximately 3.64 acres, approximately 2.21 acres of riparian area, and approximately 375 linear feet of bedrock groundwater seep complexes. Arcadis also delineated coastal waters associated with Fort Bragg Landing. In total, there are 48 potential ESHA areas totaling approximately 19.16 acres of the approximately 317 acres comprising OU-C, OU-D, and OU-E (Arcadis 2011a). Delineated ESHAs within OU-E are shown on Figures 2-2, 2-3, and 2-4.

In 2010, Arcadis conducted a functional assessment of the delineated potential waters/wetlands to evaluate their ecological function. Arcadis followed guidance provided in *California Rapid Assessment Method (CRAM) for Wetlands* (Collins et al. 2008). Overall CRAM scores indicate that waters/wetlands evaluated on the site possess between 33 and 58 percent of the total functional capacity that a reference wetland system could attain. These CRAM scores indicate the generally degraded character of the site waters/wetlands. Ponds on the site scored lowest in the CRAM evaluation (i.e., between 32 and 45 percent of total functional capacity). Seasonal

and seep wetlands that have developed in the OU-E lowland since demolition of the building foundations in this area scored the highest in the CRAM evaluation (i.e., 58 percent of total functional capacity). The complete results of the CRAM evaluation are presented in the *Mill Pond Complex Restoration Draft Conceptual Design* (Arcadis 2011d).

### 2.4.3 Remedial Investigations

In June 2010, additional sampling was conducted at OU-E in accordance with the *Site Investigation Work Plan, Operable Unit E – Upland* (Arcadis 2010b) in preparation of the OU-E RI Report. In October 2010, Arcadis evaluated the existing historical site data and the June 2010 sampling data and identified data gaps that required step-out sampling to fully delineate chemical impact (Arcadis 2010c). Additional step-out sampling was conducted in November and December 2010 (Arcadis 2011e). Comprehensive analytical results were discussed in the RI Report to characterize the nature and extent of impacts (Arcadis 2013a).

A screening level analysis for unrestricted use, including potential residential receptors, was conducted in the DTSC-approved RI Report and exceedances of the unrestricted residential screening levels were identified (Arcadis 2013a). Figures 2-18 and 2-19 present a comparison of arsenic and dioxin TEQ in Ponds 6, 7, 8, and North Pond with human health preliminary screening levels (PSLs), and Figures 2-20 and 2-21 present a comparison of arsenic and dioxin TEQ in the southern ponds with human health PSLs, respectively. Figure 2-22 presents a comparison of dioxin TEQ in the Riparian Areas with human health PSLs.

Conclusions from the RI Report are summarized below per AOI. These include constituents detected at concentrations greater than human health and/or ecological PSLs appropriate for unrestricted land use.

- OU-E Lowland Terrestrial Soil: metals (antimony, arsenic, barium, chromium, copper, lead, mercury, molybdenum, and zinc), TPHd, dioxins/furans, and PAHs were detected at concentrations greater than PSLs.
- OU-E Aquatic Area Sediment: metals (arsenic, barium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, and zinc), PAHs, VOCs, dioxins/furans, PCBs, pesticides, and TPH were found at concentrations greater than PSLs.
- OU-E Groundwater: Metals (arsenic, barium, cobalt, copper, lead, molybdenum, nickel, thallium, and vanadium), PAHs, VOCs, dioxins/furans, PCBs, and TPH were found at concentrations greater than PSLs.

The RI Report recommended four of the five lowland terrestrial AOIs (Water Treatment and Truck Dump AOI, Sawmill #1 AOI, Compressor House and Lath Building AOI, and Powerhouse and Fuel Barn AOI) for further evaluation in the BHHRA. The RI Report recommended no further action for the Pond 8 Fill Area AOI, due to only a single zinc exceedance of the ecological PSL and no exceedances of human health PSLs. All 10 OU-E aquatic AOIs (Ponds 1 through 9, and the North Pond) were recommended for further evaluation in the BHHRA. The additional site investigation and risk assessment activities conducted for the BHHRA are further discussed in Section 2.6.

The OU-C and OU-D RI evaluated the nature and extent of constituents in the IRM and West of IRM AOC and assessed the risk associated with soil and groundwater conditions, as detailed in Section 2.4.4. The Riparian AOI was further evaluated during the investigation that accompanied the BHHERA. The purpose of the investigation was to provide a baseline human health and ecological risk assessment for OU-E and associated AOIs, which included the Riparian AOI. The COIs in the Riparian AOI that were investigated were metals (arsenic, barium, selenium, vanadium, and zinc) and PAHs (Arcadis 2015b). The nature and extent of constituents considered in the BHHERA are presented in Section 2.6. No additional investigation of dioxin in soil or sediment was conducted as part of the BHHERA investigation for the Riparian AOI (DTSC 2016).

#### **2.4.4 OU-C and OU-D IRM and West of IRM Soil and Groundwater Investigations and Risk Assessment**

In accordance with the IARAP (Arcadis 2008b), soil excavation and in-situ groundwater treatment (biosparging and application of ORM) were conducted between 2008 and 2009 in the IRM and West of IRM AOIs. COI concentrations in non-excavated soil are generally below the screening levels. Slightly elevated TPHd concentrations remain in soil beneath the excavation area northwest of the MES and the excavation boundary in the vicinity of the Former Diesel AST (Arcadis 2011a).

The BHHERA evaluation provided in the DTSC approved OU-C and OU-D RI concluded that COI concentrations in soil at the IRM and West of IRM AOIs do not pose a risk to human health or the environment. The IRM and West of IRM AOIs were recommended for evaluation in this FS for fuel-related constituents, VOCs, and arsenic in groundwater (Arcadis 2011a).

### **2.5 Remedial Actions**

#### **2.5.1 Interim Remedial Measures**

IRM activities as described in the *Interim Action Remedial Action Plan* (IARAP; Arcadis 2008b) and *Interim Action Completion Report* (Arcadis 2010a) were initiated in 2008 and completed in 2009. IRM activities include:

- Foundation removal and cap placement. Details regarding the demolition, investigation, and removal activities performed and the analytical results from the sampling are presented in the *Construction Completion Report* (Arcadis BBL 2007a). Additional details regarding the caps and their design and construction are provided in the Final Cap Design Memorandum, included as Appendix G of the *Construction Completion Report* (Arcadis BBL 2007a).
- Excavation of former fuel pipe that extended from the former Fuel Storage Shed to the Powerhouse (Arcadis 2008a).
- Excavation and disposal of soil impacted with metals near the former Compressor Houses, and excavation and onsite treatment of TPH-affected soil near the former



Compressor Houses. These activities are presented in the *Interim Action Completion Report, Operable Units C and E* (Arcadis 2010a).

- In-situ groundwater treatment for TPH [biosparging and addition of oxygen-releasing material (ORM) before backfilling] near the former Compressor Houses.
- Excavation and onsite treatment of TPH-affected soil within the IRM AOI and the West of IRM AOI. Excavation activities are presented in the *Interim Action Completion Report, Operable Units C and E* (Arcadis 2010a).
- In-situ groundwater treatment for TPH (biosparging and addition of ORM before backfilling) within the IRM AOI and the West of IRM AOI.
- Approximate capped areas in the OU-E Lowlands are presented on Figure 1-4.

## 2.5.2 2017 Remedial Actions

The OU-E RAW was developed to expedite remediation of certain AOCs to facilitate construction of the City's coastal trail and expedite remediation of the site. The AOCs included in the OU-E RAW are the Lowland Terrestrial AOC, the Ponds 1, 2, 3, and 4 (Southern Ponds) AOC, the Riparian AOC, and the Pond 7 AOC. The OU-E RAW included an evaluation of remedial alternatives and proposed excavation and disposal as the selected remedial action. The OU-E RAW and, therefore, the excavation and disposal remedial alternative, was approved by DTSC on 13 October 2016 (DTSC 2016). The approach for implementation was presented in the Final OU-C, OU-D, and OU-E Implementation Plan (RDIP; Kennedy Jenks 2017) and a summary of the completed remedial actions was presented in the RACR (Kennedy Jenks 2018a).

There were 12 remedial action areas (RAAs) in the Lowland Terrestrial AOC, four RAAs in the Riparian Area AOI, two RAAs in the Southern Ponds AOC, and one RAA in the Pond 7 AOC. Approximately 2,237 cubic yards were excavated from these RAAs. After the completion of excavation activities, residual COC concentrations are below the established remedial action goals. Additionally, residual COC concentrations at the Riparian Area AOI are below the residential screening criteria on a point-by-point basis, and therefore, the Riparian Area AOI was approved for NFA. EPCs for the remaining OU-E AOCs (Southern Ponds AOC, Pond 7 AOC, and Lowland Terrestrial AOC) were recalculated and compared to residential screening criteria. The Lowland Terrestrial AOC EPCs meet residential screening criteria, and therefore, the Lowland Terrestrial AOC was also approved for NFA for soil. Based on the recalculated EPCs, the Southern Ponds AOC and Pond 7 AOC were evaluated in the OU-E Feasibility Study and the OU-E RAP.

## 2.6 Baseline Risk Assessment

The RI Report and BHHERA were completed for the IRM and West of IRM AOIs as part of the OU-C and OU-D RI (Arcadis 2011a) and are not further discussed in this section. This section presents the nature and extent of constituents for the Riparian AOI based on additional sediment and porewater samples collected from the Riparian AOI as part of the OU-E BHHERA investigation.

In April 2013, additional sediment and porewater samples were collected from Ponds 1 through 9, the North Pond, and the Riparian AOI (Figures 2-23, 2-24, 2-25, and 2-26). Data collected in the additional BHHHERA investigation were used in conjunction with RI data to provide an evaluation of potential risk in OU-E for reasonably anticipated future receptors, based on current land and assumed future land use presented in the *Mill Site Specific Plan* (Mill Site Coordinating Committee 2012; Figure 2-1). Human receptors evaluated in the terrestrial exposure area of OU-E included construction workers, maintenance/utility workers, passive (occasional) child and adult recreational visitors, frequent adult recreational visitors, and commercial/industrial workers (Figure 2-27). Human receptors in the combined aquatic exposure areas of OU-E included passive child and adult recreational visitors (Figure 2-28).

The OU-E BHHHERA estimated exposure and characterized potential ecological risk in accordance with the CSM presented in the OU-E BHHHERA and methods described in the *Site-Wide Risk Assessment Work Plan* (Site-Wide RAWP; Arcadis 2008c) and the OU-E BHHHERA Work Plan (Arcadis 2013b). The BHHHERA calculated EPCs for each COPC in each exposure area to inform the risk assessment. The EPC is the concentration of a COPC in an environmental medium to which a potential receptor might be exposed. The method of calculating the EPC varied based on the quantity of available data, as described in the following sections. A conservatively based 95% UCL on the arithmetic mean concentration was estimated using EPA's ProUCL 4.1 software to represent the EPC where sufficient data was available. ProUCL uses the maximum concentration when a 95% UCL cannot be calculated because of the data distribution. The EPC is then compared to the applicable remedial goal or used to calculate risk estimates.

The OU-E BHHHERA included a hot-spot/residual risk and hazard analyses for the Lowland Terrestrial AOC, the Aquatic AOC, and the Riparian AOI. The Pond 8 Fill Area AOI was not included as part of the BHHHERA dataset in response to DTSC comments on the BHHHERA work plan, and due to the absence of COPCs above relevant screening levels. The results of the risk assessment are briefly summarized below:

- **Lowland Terrestrial AOI:** Results of the ERA for the terrestrial exposure area indicated that potential unacceptable risk for populations of plants, soil invertebrates, birds, and mammals is unlikely. Hazard Quotients (HQs) were generally less than one, or COPC EPCs were below site-specific background concentrations. Barium HQs for plants, invertebrates, and invertivorous mammals were greater than one, but were driven by a few samples located in a small area of the site, indicating potential population-level exposure is limited. Furthermore, the ERA concluded that exposure of individual receptors in the small area would not result in unacceptable effects to local populations.
- **Aquatic AOI:** The BHHHERA evaluated all 10 aquatic AOIs. Ponds 1, 2, 3, and 4 were combined into a single Southern Ponds AOC, resulting in a total of seven aquatic AOCs as separate exposure areas in the BHHHERA (Ponds 1 through 4, Pond 5, Pond 6, Pond 7, the North Pond, Pond 8, and Pond 9). Additionally, all ponds were evaluated as one exposure area (the Combined Aquatic AOC) under two exposure scenarios: assuming 50 days exposure per year and 12 days of exposure per year. Results of the ERA for combined aquatic exposure areas indicated that unacceptable risk is not likely for populations of plants, benthic organisms, birds, mammals, and amphibians exposed to site sediment and surface water. ERA results for ponds evaluated individually

indicated potential risk is not likely, with the exception of barium partitioning to porewater in Pond 7 sediment, which may pose a potential risk to benthic organisms based on comparison of porewater concentrations at locations Pond 7-01 [1,570 micrograms per liter ( $\mu\text{g/L}$ )], Pond 7-01 (1,935  $\mu\text{g/L}$ ), and DP-4.13 (1,780  $\mu\text{g/L}$ ) to the selected screening level of 1,000  $\mu\text{g/L}$ .

- **Riparian AOI**: Riparian Area AOI soil and groundwater were evaluated for human health risks in the BHHERA section of the DTSC approved OU-C and OU-D RI as part of the Open Space exposure unit (EU). The BHHERA concluded that ecological risk in the OU-D Riparian AOI is negligible. No further evaluation for dioxin/furan risk was performed in the BHHERA because invertebrates lack specific biochemical receptors essential to produce dioxin related toxicity (Céspedes et al. 2010; Hahn 2002; West et al. 1997). Dioxin toxicity is expressed via the aryl hydrocarbon receptor in vertebrates. However, invertebrates lack the aryl hydrocarbon receptor, and aryl hydrocarbon receptor homologues identified in invertebrates have been shown to not bind dioxin compounds (Céspedes et al. 2010; Hahn 2002; West et al. 1997). Furthermore, toxicity testing conducted on various invertebrate species has shown no toxicity associated with tissue concentrations up to 9.5 milligrams per kilogram (mg/kg) lipid (West et al. 1997).

Additional detail regarding the BHHERA risk assessments was provided in the OU-E FS (see Section 2.2.6 of the OU-E FS).

The results of the assessments informed the OU-E RAW and Remedial Action Implementation Plan (RDIP). The proposed remedial actions were completed in 2017, as summarized in the RACR and described in Section 2.5.2.



## Section 3: Remedial Action Objectives

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This section identifies and evaluates the objectives and requirements of remediation which will drive the development and screening of remedial alternatives. Laws and regulations [applicable, relevant, and appropriate requirements (ARARs)] that may apply to the remediation were identified in the OU-E FS.

### 3.1 Applicable or Relevant and Appropriate Requirements

Comprehensive Environmental Recovery, Cleanup, and Liability Act (CERCLA) and its regulations [40 Code of Federal Regulations (CFR) 300 et seq., referred to as the National Contingency Plan (NCP)] provide an established, and generally accepted, framework for evaluating and remediating industrial sites (NCP 2014; EPA 1990). Under the NCP, remedial actions must attain (or justify the waiver of) any federal or more stringent state environmental standards and facility citing laws that are “applicable or relevant and appropriate.” These regulatory requirements are known as ARARs. The ARARs are used to develop quantitative RAOs, determine the extent of site cleanup, and govern the implementation and operation of the selected alternatives.

Identification of ARARs must be completed on a site-specific basis and involves a two-part analysis: first, a determination of whether a given requirement is applicable and then, if it is not applicable, a determination of whether it is nevertheless both relevant and appropriate. Federal, state, and local ARARs can be divided into the following categories:

- Chemical-specific ARARs: Chemical-specific or ambient requirements include those laws and regulations that govern the release to the environment of materials possessing certain chemical or generally set health- or risk-based concentration limits, or discharge limitations for specific hazardous substances that may be found in, or discharged to, the ambient environment. If, in a specific situation, a chemical is subject to more than one discharge or exposure limit, the more stringent of the requirements should generally be applied.
- Performance, design, or action-specific ARARs: Action-specific ARARs consist of requirements that define acceptable handling, treatment, and disposal procedures for hazardous substances. These ARARs generally set performance, design, or other similar action-specific controls or restrictions on particular kinds of activities related to management of hazardous substances or pollutants. These requirements are triggered by the particular remedial activities that are selected to accomplish the cleanup remedy.
- Location-specific ARARs: Location-specific ARARs are those requirements that relate to the geographical or physical position of the site, rather than the nature of the contaminants or the proposed site remedial actions. These requirements may limit the type of remedial action that can be implemented and may impose additional constraints on the cleanup action.

A requirement may not meet the definition of an ARAR but may still be useful in determining whether to take action at a site or to what degree action is necessary. Some requirements are

called to-be-considered (TBC) criteria. The TBC requirements are non-promulgated advisories or guidance issued by federal, state, or local government that are not legally binding, but may provide useful information or recommend procedures for remedial action.

ARARs and TBCs have been compiled for the soil, sediment, and groundwater in the AOCs addressed in this RAP using federal, state, and local statutes, regulations, and guidance listed in Table 3-1. Note that the ultimate agency determination of requirements and conditions will be performed as part of the approval of permits requested for implementation of the selected alternative in response to a specific design or work plan.

### 3.2 Remedial Action Objectives

RAOs are medium-specific goals for protecting human health and the environment that, in consideration with the estimated remedial scope and cost for screening alternatives and existing data, will be used to define the scope of remediation work to be proposed in the forthcoming RAP. Risk-based-target levels (RBTLs) were identified by DTSC (DTSC 2014), as discussed in the OU-E RAW (Arcadis 2016). Where applicable, they are presented in Table 3-2 and will be used to evaluate site conditions. The RBTLs will be compared to post-remedy exposure estimates (i.e., 95% UCLs) to confirm that site conditions are protective of human and ecological receptors.

RAOs are guidelines used in the development of potential remedial action alternatives and selection of a proposed remedial action. The RAOs presented herein have been developed based on the current environmental conditions and anticipated future use of the site.

- Prevent the ingestion of and incidental contact with COCs in soil that exceed Remedial Goals established in the RAP by future users of the former Mill site. The relevant human exposure pathways for human receptors in the terrestrial exposure area include: incidental soil ingestion, dermal contact with soil, inhalation of particulates, and contact with groundwater (construction and utility workers only).
- Prevent the ingestion of and incidental contact with chemicals of concern in sediments that exceed Remedial Goals established in the RAP by future users of the former Mill site. The relevant human exposure pathways for the passive recreator receptor in the aquatic area included: incidental sediment ingestion, dermal contact with sediment, and contact with surface water.
- For the AOC(s) with COC-impacted groundwater, provide remediation alternative that will promote mitigation of COC-impacted groundwater to ultimately achieve North Coast Regional Water Quality Control Board (RWQCB) water quality objectives (WQOs).

### 3.3 Chemical Specific Remedial Goals

Chemical-specific remedial goals will be used to evaluate remedial action effectiveness following implementation and identify appropriate foreseeable future land use. Draft remedial goals were presented in the OU-E FS. Consistent with DTSC guidance for risk-based cleanups, chemical-specific remedial action goals will be applied based on a conservative estimate of the

average concentration (e.g., 95% UCL on the mean) of a COC across an exposure area. This concentration is referred to as the EPC.

Media-specific numeric remedial goals for are presented in Table 3-2 for the COCs recommended for remedial action within the scope of the RAP. The remedial goals for groundwater at the site are based on WQOs set forth in the Water Quality Control Plan for the North Coast Region (“Basin Plan”; North Coast RWQCB 2011, 2015). The background level of arsenic at this site is above the WQO for arsenic. Therefore, the background concentration for arsenic for the Former Georgia-Pacific Mill Site is the Remedial Goal for this COC. As presented in the Background Metals Report, background concentrations of arsenic in California soil range from 0.6 mg/kg to 31 mg/kg (Arcadis BBL 2007d). Groundwater COCs in OU-E (arsenic, barium, TPHd, and TPHg) are not associated with indoor air inhalation risk and do not have screening levels protective of the soil vapor/indoor air pathway calculated by the San Francisco Bay Regional Water Quality Control Board (SFRWQCB 2013); therefore, soil vapor is not a media of concern in OU-E.

The primary remedial goals for soil and sediment COCs within the OU-E AOIs are protective of residential users and support the unrestricted use of an AOI. Alternative goals are included for the commercial, construction, and utility worker; and for passive and the occasional recreator. The primary remedial goals for soil and sediment COCs are discussed below.

- **Dioxins:** A residential dioxin soil remedial goals of 50 pg/g was selected based on the DTSC HHRA Note 2 (DTSC 2009). The DTSC HHRA note presents a suite of suggested dioxin-TEQ soil remedial goals that have been developed for consideration at mitigation sites in California for the protection of human health.
- **Metals (Arsenic):** The background concentration for arsenic for the Former Georgia-Pacific Mill Site (10 mg/kg) is the Remedial Goal for this COC.

## **Section 4: Remedial Alternatives and Selected Remedial Actions**

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Remedial alternatives for OU-E were presented and evaluated in the approved Feasibility Study, Operable Unit E (Kennedy Jenks 2019a). The OU-E FS evaluated five AOCs:

- Ponds 1-4 (the Southern Ponds) Aquatic Sediment
- North Pond and Pond 6 Aquatic Sediment
- Pond 7 Aquatic Sediment
- Pond 8 Aquatic Sediment
- OU-E Groundwater.

Remedial alternatives were developed for each AOC and screened based on technical implementability on the site. Preliminary screening of retained remedial alternatives was based on implementability, effectiveness, and cost. Retained remedial alternatives were further evaluated in accordance with EPA and DTSC guidance (discussed in Section 6 of the OU-E FS). Following evaluation based on these nine criteria (see Section 4.1.1), a preferred remedial alternative was selected for each AOC. Alternatives evaluated, as well as a summary of the conclusions, are presented in Tables 4-1 through 4-5.

Modifying criteria of state support/agency acceptance and community acceptance will be considered after receipt of public comments on this Remedial Action Plan.

### **4.1 Summary of Evaluated Remedial Alternatives and Recommendations**

The five AOCs that were evaluated in the OU-E FS and the remedial alternatives considered are summarized as follows:

- Southern Ponds (Ponds 1-4) Aquatic Sediment
  - No Action
  - Institutional Controls
  - Vegetated Soil Cover
  - Excavation and Disposal
  - Vegetated Sediment Cover

- Pond 7 Aquatic Sediment
  - No Action
  - Institutional Control / Containment
  - Vegetated Soil Cover
  - Excavation and Disposal
  - Vegetated Sediment Cover
- North Pond and Pond 6 Aquatic Sediment
  - No Action
  - Institutional Control / Containment
  - Vegetated Soil Cover
  - Excavation and Disposal
  - Vegetated Sediment Cover
- Pond 8 Aquatic Sediment
  - No Action
  - Institutional Control / Containment
  - In-situ Soil Mixing
  - Excavation and Disposal
  - Vegetated Sediment Cover
  - Vegetated Soil Cover
- OU-E Groundwater
  - No Action
  - Restricted Use
  - MNA
  - Enhanced Aerobic Bioremediation
  - Enhanced Anaerobic Bioremediation

### **4.1.1 Evaluation Criteria**

Remedial technologies retained through preliminary screening were further developed and evaluated against applicable remedial alternative screening criteria. In accordance with EPA FS and DTSC RAP guidance, the nine criteria described in the sections below were used to evaluate remedial alternatives (EPA 1988; DTSC 1995). For an alternative to be selected, it must meet the first two threshold Criteria, which are: 1) overall protection of human health and the environment; and 2) compliance with ARARs. Criteria 3 through 7 are the five primary balancing criteria that provide comparisons between the alternatives and identify tradeoffs between them; Criteria 8 and 9 are the two modifying criteria that consider acceptance by the state and local community.

#### **4.1.1.1 Threshold Screening Criteria**

Threshold screening criteria are those considered absolutely necessary for an alternative to be considered sound. These criteria reflect the overall protection of human health and the environment and compliance with ARARs. Threshold criteria are typically considered “yes or no” criteria. If a screened technology fails a threshold criterion, the technology is considered as not viable for further consideration.

##### **4.1.1.1.1 Overall Protection of Human Health and the Environment**

All remedial alternatives being evaluated must be protective of human health and the environment. No alternative should result in unacceptable levels of risk to onsite or offsite receptors during or after implementation, drawing upon the assessment of other evaluation criteria, including short- and long-term effectiveness and compliance with the RAOs. This component of the alternative evaluation assesses how potential exposure pathways are eliminated, reduced, or controlled through removal, treatment, engineering controls, or institutional controls.

##### **4.1.1.1.2 Compliance with ARARs**

The remedial alternatives must be evaluated to determine whether they comply with ARARs under federal environmental laws and state environmental or facility siting laws, or whether there are grounds for a waiver. ARARs are presented in Section 3.

#### **4.1.1.2 Balancing Criteria**

Balancing criteria represent a combination of technical measures and management controls for addressing the environmental issues at the site. These criteria have gradations in value. The balancing screening criteria emphasize short- and long-term effectiveness; implementability; cost; and reductions of toxicity, mobility, or volume through treatment. The balancing criteria also consider the preference for treatment as a principal element and the bias against offsite land disposal of untreated waste.

##### **4.1.1.2.1 Long-Term Effectiveness and Permanence**

The long-term effectiveness and permanence screening criterion evaluates the ability of an alternative to perform intended functions such as containment, diversion, removal, destruction

or treatment, and the permanence of the remedy. This criterion also assesses protection of human health and the environment after the RAOs have been met (EPA 1988). In accordance with NCP guidance, the long-term effectiveness screening criterion includes the magnitude of residual risk from any untreated waste or treatment residuals remaining at the conclusion of remediation activities, and the adequacy and reliability of controls (such as containment systems and institutional controls) that are necessary to manage treatment residuals and untreated waste. This criterion may be evaluated by design specifications or performance evaluation.

#### **4.1.1.2.2 Reduction of Toxicity, Mobility, or Volume through Treatment**

The reduction of toxicity, mobility, and volume screening criterion evaluates the degree to which an alternative employs recycling or treatment options that reduce toxicity, mobility, or volume, including how treatment is used to address principal threats potentially posed by the site. Factors considered for this criterion include treatment process and volume of materials to be treated; ability of the treatment to reduce the toxicity, mobility, or volume of contamination; nature and quantity of residuals that would remain after treatment; relative amount of hazardous substances and/or constituents that would be destroyed, treated, or recycled; and the degree to which the treatment is irreversible (EPA 1988).

#### **4.1.1.2.3 Short-Term Effectiveness**

The short-term effectiveness screening criterion assesses the short-term impacts of alternatives by considering short-term risks that may be posed to the public and the potential impacts on workers during remedial action implementation. This criterion also evaluates the effectiveness and reliability of protective measures, potential impacts on the environment and the effectiveness and reliability of mitigative measures, and amount of time until protection is achieved (EPA 1988).

#### **4.1.1.2.4 Implementability**

The implementability screening criterion evaluates the technical and administrative feasibility of implementing the remedial alternative, including the availability of various services and materials required for implementation (EPA 1988). Implementability depends on factors such as constructability (e.g., physical setting, permitting, disposal options), duration of work, reliability of the technology, ease of operation, availability of services and materials, and ability to monitor effectiveness (EPA 1988).

#### **4.1.1.2.5 Cost**

The cost screening criterion compares the anticipated approximate costs, direct (construction and materials) and indirect (engineering and legal) capital costs, as well as O&M costs. O&M costs may include operating labor, energy, chemicals, and sampling and analysis. O&M assumptions for each alternative are noted in the text. These costs were estimated with an anticipated accuracy between -30 to +50 (EPA 1988), and are represented in 2017 dollars applying 30-year net present value for future costs where necessary.



#### **4.1.1.3 Modifying Criteria**

Modifying criteria, which include state (support agency) and community acceptance, will be evaluated after submission of the FS to DTSC and after submittal of a RAP and receipt of public comments. The modifying criteria are described below.

##### **4.1.1.3.1 State Support/Agency Acceptance**

This criterion indicates whether, based on current knowledge of regulations and agency mandates, the applicable regulatory agencies would agree with the preferred alternative. The rankings listed in the sections below are based on preliminary input from agency meetings and knowledge of regulatory mandates. Actual assessment of regulatory agency acceptance is dependent on comments received during the agency review and public comment periods.

##### **4.1.1.3.2 Community Acceptance**

This criterion indicates whether community concerns are addressed by the remedy. Each alternative is evaluated in terms of currently available public input and the anticipated public reaction to the alternative but is considered preliminary. However, actual assessment of community acceptance is dependent on comments received during public comment period of the draft RAP.

#### **4.1.1.4 Other Criteria**

California Health and Safety Code Section 25356.1(d) also outlines six additional criteria, which need to be addressed for the recommended remedial alternative. As these criteria are addressed within the nine EPA criteria, a separate analysis was not conducted.

#### **4.1.2 Ponds 1-4 (Southern Ponds)**

As presented in Section 2.2.1.5, the COCs in the Southern Ponds AOC are dioxins and arsenic. A remedial action was completed in 2017 in accordance with approved OU-E RAW. Approximately 45 cy of sediment were excavated over an area of 800 square feet (sf) and disposed at an appropriate facility. Confirmation sampling was performed to confirm that concentrations at the excavation limits are below the not to exceed remedial goals included in the OU-E RAW. A summary of implementation and confirmation sample results are presented in the RACR. Remedial alternatives for Ponds 1-4 were evaluated in the OU-E FS.

Remedial alternatives evaluated in the OU-E FS for aquatic sediment in Ponds 1-4 included the following:

- No Action: A baseline to which other remedial technologies are compared.
- Institutional Controls: Containment, land use controls, sediment management, and long-term operations and management.
- Vegetated Soil Cover: Construction of an upland vegetated cover to cover each individual pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water.



- **Excavation and Disposal of Sediment:** Excavation and offsite disposal of sediment in Ponds 1-4, which amounts to approximately 7,000 cy of sediment.
- **Construction of a Vegetated Sediment Cover:** Construction of a vegetated wetland cover to cover each individual pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water.

Based on the analysis presented in the OU-E FS, Institutional Controls were selected as the preferred alternative for the Southern Ponds AOC. Although it is associated with a slightly lower reduction of toxicity, mobility, and volume, institutional controls provide adequate control of potential exposure pathways for future receptors. The benefits of a physical cover were offset by the effort and disruption required for implementation and potentially regular O&M. The benefits of Excavation and Disposal were offset by the effort and disruption required for implementation and the need to transport and dispose the sediment at a landfill. The cost difference between the alternatives was not justified by limited benefits of the Vegetated Soil Cover or Excavation and Disposal alternatives. Additionally, sediment COC concentrations and bioavailable fractions were significantly reduced by sediment removal performed in 2017 and are expected to continue to decline naturally through existing biological and geochemical processes.

The institutional controls option provides land use controls which limit land use and control activities in areas where the risk from one or more exposure pathways is deemed unacceptable. The land use controls will also provide design criteria for development within the restricted area. A Soil Management Plan (SMP) will also be developed to provide detailed procedures for sediment disturbing activities and describe required sampling and criteria for reuse of disturbed sediment. The land use controls and SMP will be consistent with foreseeable future site use. Notification to DTSC and sediment removal may occur as part of future redevelopment activities and changes in use to achieve acceptable risk for the changed conditions.

### 4.1.3 Pond 7

As presented in Section 2.2.1.6, the COCs in the Pond 7 AOC are dioxins, barium, and arsenic. A remedial action was completed in 2017 in accordance with the approved OU-E RAW. Approximately 708 cy of sediment were excavated over an area of 5,500 sf and disposed of at an appropriate facility. Confirmation sampling was performed to confirm that concentrations at the excavation limits are below the not to exceed remedial goals included in the OU-E RAW. A summary of implementation and confirmation sample results are presented in the RACR.

Residual concentrations in five confirmation samples collected from the side of the Mill Pond Dam along the southern wall are above the unrestricted use goal but below the not-to-exceed sediment goals established in the RAW (between 93 and 350 pg/g). An area of approximately 5 feet wide and 180 feet long along the southern perimeter of the pond where concentrations remain above unrestricted use goals is assumed as the new RAA for Pond 7.

Remedial alternatives evaluated in the OU-E FS for aquatic sediment in Pond 7 included the following:

- **No Action:** A baseline to which other remedial technologies are compared.

- Institutional Control / Containment: Containment, land use controls, sediment management, and long-term operations and maintenance.
- Vegetated Soil Cover: Construction of an upland vegetated cover to cover the pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water.
- Excavation and Disposal of Sediment: Excavation and offsite disposal of sediment in Pond 7, which amounts to approximately 900 cy of sediment.
- Construction of a Vegetated Sediment Cover: Construction of a vegetated wetland cover to cover the pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water.

Based on the analysis presented in the OU-E FS, Institutional Control / Containment were selected as the preferred alternative for Pond 7 aquatic sediment. Although it was associated with a slightly lower reduction of toxicity, mobility, and volume, institutional control / containment provide adequate control of potential exposure pathways for future receptors. The benefits of a physical cover were offset by the effort and disruption required for implementation and potentially regular O&M, as well as the disturbance of the newly-created wetland establishment area. The benefits of Excavation and Disposal were offset by the effort and disruption required for implementation and the need to transport and dispose the sediment at a landfill. The cost difference between the alternatives was not justified by limited benefits of the Vegetated Soil Cover or Excavation and Disposal alternatives. Additionally, sediment COC concentrations and bioavailable fractions were significantly reduced by sediment removal performed in 2017 and are expected to continue to decline naturally through existing biological and geochemical processes.

The institutional control / containment option provides land use controls which limit land use and control activities in areas where the risk from one or more exposure pathways is deemed unacceptable. The land use controls will also provide design criteria for development within the restricted area. An SMP will also be developed to provide detailed procedures for sediment disturbing activities and describe required sampling and criteria for reuse of disturbed sediment. The land use controls and SMP will be consistent with foreseeable future site use. Notification to DTSC and sediment removal may occur as part of future redevelopment activities and changes in use to achieve acceptable risk for the changed conditions.

The existing beach berm will continue to provide sediment containment in this alternative. The beach berm will be inspected annually and maintenance will be completed as needed, and modification of the beach berm will be restricted by institutional controls.

#### **4.1.4 North Pond and Pond 6**

As presented in Section 2.2.1.7, the COCs in the North Pond and Pond 6 AOC are dioxins and arsenic. Remedial alternatives evaluated in the OU-E FS for aquatic sediment in Pond 6 and the North Pond included the following:

- No Action: A baseline to which other remedial technologies are compared.

- Institutional Control / Containment: Containment, land use controls, sediment management, and long-term operations and maintenance.
- Vegetated Soil Cover: Construction of an upland vegetated cover to cover each pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water.
- Excavation and Disposal of Sediment: Excavation and offsite disposal of sediment in the North Pond and Pond 6, which amounts to approximately 2,200 cy of sediment.
- Construction of a Vegetated Sediment Cover: Construction of a vegetated wetland cover to cover each pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water.

Based on the analysis presented in the OU-E FS, Institutional Control / Containment were selected as the preferred alternative for aquatic sediment in the North Pond and Pond 6. Although it was associated with a slightly lower reduction of toxicity, mobility, and volume, institutional control / containment provide adequate control of potential exposure pathways for future receptors. The benefits of a physical cover were offset by the effort and disruption required for implementation and potentially regular O&M. The benefits of Excavation and Disposal were offset by the effort and disruption required for implementation and the need to transport and dispose the sediment at a landfill. The cost difference between the alternatives was not justified by limited benefits of the Vegetated Soil Cover or Excavation and Disposal alternatives. Additionally, sediment COC concentrations and bioavailable fractions are expected to continue to decline naturally through existing biological and geochemical processes.

The institutional control / containment option provides land use controls which limit land use and control activities in areas where the risk from one or more exposure pathways is deemed unacceptable. The land use controls will also provide design criteria for development within the restricted area. An SMP will also be developed to provide detailed procedures for sediment disturbing activities and describe required sampling and criteria for reuse of disturbed sediment.

The land use controls and SMP will be consistent with foreseeable future site use. Notification to DTSC and sediment removal may occur as part of future redevelopment activities and changes in use to achieve acceptable risk for the changed conditions.

The existing beach berm will continue to provide sediment containment in this alternative. The beach berm will be inspected annually and maintenance will be completed as needed, and modification of the beach berm will be restricted by institutional controls.

Additional sediment sampling activities were completed in 2019 in Pond 6, North Pond, and Pond 8 per DTSC request (Kennedy Jenks 2020b; DTSC 2020b). Data collected were consistent with or lower than past results and the report concluded that the additional data continued to support the remedial alternative recommended in the OU-E FS.

#### **4.1.5 Pond 8**

As presented in Section 2.2.1.8, the COCs in the Pond 8 AOC are dioxins and arsenic.

Remedial alternatives evaluated in the OU-E FS for aquatic sediment in Pond 8 included the following:

- No Action: A baseline to which other remedial technologies are compared.
- Institutional Control / Containment: Containment, land use controls, sediment management, and long-term operations and maintenance.
- In-situ Soil Mixing of Sediment: Treating sediment in place through stabilization by the addition of binders and Portland cement to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water.
- Vegetated Sediment Cover: Construction of an upland vegetated cover to cover the pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water.
- Excavation and Disposal of Sediment: Excavation and offsite disposal of sediment in Pond 8, which amounts to approximately 106,000 cy of sediment.
- Construction of a Vegetated Sediment Cover: Construction of a vegetated wetland cover to cover the pond to restrict exposure of potential receptors to affected media by limiting potential direct contact with affected sediment or infiltration of water.

Based on the analysis presented in the OU-E FS, the Institutional Control / Containment alternative is the preferred alternative for the Pond 8 AOC as it provides adequate control of potential exposure pathways for future receptors without the destruction of wetlands and associated mitigation. This alternative also allows Pond 8 to continue to receive and treat stormwater from the site and the City. Although it was associated with lower reduction of toxicity, mobility, and volume, institutional control / containment provide adequate control of potential exposure pathways for future receptors. The benefits of a physical cover were offset by the effort and disruption required for implementation and potentially regular O&M. The benefits of Excavation and Disposal were offset by the effort and disruption required for implementation and the need to transport and dispose the sediment at a landfill. The cost difference between the alternatives was not justified by limited benefits of the Vegetated Soil Cover or Excavation and Disposal alternatives.

The institutional control / containment option provides land use controls which limit land use and control activities in areas where the risk from one or more exposure pathways is deemed unacceptable. The land use controls will also provide design criteria for development within the restricted area. An SMP will also be developed to provide detailed procedures for sediment disturbing activities and describe required sampling and criteria for reuse of disturbed sediment.

The land use controls and SMP will be consistent with foreseeable future site use. Notification to DTSC and sediment removal may occur as part of future redevelopment activities and changes in use to achieve acceptable risk for the changed conditions.

To address DSOD requirements, the Mill Pond Dam will be modified to add a soil buttress at the northeastern end and a rock slope protection at the crib wall near the ocean. These features are not expected to require significant soil removal or destruction of habitat. The dam modifications will not affect existing sediment, and the Mill Pond would continue to receive and treat stormwater from the site and the City. The beach berm will continue to protect the Mill Pond Dam from damage due to ocean intrusion in the lowland. This alternative will include regular inspection and maintenance of both the Mill Pond Dam and the beach berm, including vegetation control on the beach berm, as well as annual inspection, maintenance, vegetation control, and periodic survey of the Mill Pond Dam. The design life of proposed repairs for the Mill Pond Dam is estimated to be over 100 years as the maximum credible earthquake and maximum probable flood are used for design.

Concentrations of COCs in sediment in Pond 8 were shown to represent limited risk to receptors for the reasonable foreseeable use in the OU-E BHHRA. Sediment COC concentrations and bioavailable fractions are expected to continue to decline naturally through existing biological and geochemical processes. Additional sediment sampling activities were completed in 2019 in Pond 6, North Pond, and Pond 8 per DTSC request (Kennedy Jenks 2020b; DTSC 2020b). Data collected were consistent with or lower than past results and the report concluded that the additional data continued to support the remedial alternative recommended in the OU-E FS.

#### **4.1.6 Groundwater**

As presented in Section 2.2.1.9, the COCs in the OU-E Groundwater AOC are TPHd and TPHg within the IRM and West of IRM AOIs and barium in the OU-E Lowlands AOI. OU-E Lowlands AOC groundwater is included in the FS due to barium detected in MW-4.1.

Remedial alternatives evaluated in the OU-E FS for OU-E groundwater included the following:

- No Action: A baseline to which other remedial technologies are compared.
- Restricted use: Provision of land use controls prohibiting use of groundwater to eliminate exposure to COCs.
- MNA and Institutional Controls: Monitoring and documentation of the natural decline of COC concentrations until further monitoring is deemed unnecessary to demonstrate achievement of RAOs in a reasonable time frame. Land use controls would restrict use of groundwater until WQOs are achieved or agency acceptance is for unrestricted use is received.
- Enhanced Aerobic Bioremediation: Subsurface delivery of oxygen to enhance the aerobic biological degradation of COCs. Land use controls would restrict use of groundwater until WQOs are achieved or agency acceptance is for unrestricted use is received.
- Enhanced Anaerobic Bioremediation: Subsurface delivery of an anaerobic electron acceptor such as sulfate to enhance the anaerobic biological degradation of COCs. Land use controls would restrict use of groundwater until WQOs are achieved or agency acceptance is for unrestricted use is received.



Based on the analysis presented in the OU-E FS, MNA combined with institutional controls is the recommended alternative for the OU-E Groundwater AOC. Although the MNA alternative was associated with a slightly lower reduction of toxicity, mobility, and volume, MNA provides adequate mitigation of potential exposure pathways for future receptors. The benefits of the active remediation alternatives were offset by the short-term effectiveness and potential implementability issues, and the cost difference was not justified by significant benefits and was associated with a degree of uncertainty.

The MNA alternative addresses both fuel-related constituents present in groundwater in the IRM and West of IRM AOIs and barium present in OU-E Lowlands AOC groundwater. This alternative monitors and documents the natural decline in COC concentrations beyond RAP submittal until further monitoring is deemed unnecessary to demonstrate achievement of RAOs in a reasonable timeframe.

This alternative also places LUCs on the AOC, prohibiting the use of groundwater in the vicinity of affected areas to restrict exposure to COCs. Groundwater use will be restricted until WQOs are achieved or agency approval for unrestricted use is received. Note that in some areas of the site, COC concentrations are below drinking water standards or other use criteria even though above WQOs. Use of such water may be deemed acceptable on a case by case basis.

Under this alternative, natural attenuation by existing physical, biological, and geochemical processes will reduce the concentrations in groundwater within a reasonable timeframe. Monitoring will be performed to evaluate changes in COC concentrations until RAOs can be met. Performance criteria for MNA are to achieve stable or decreasing trends in COC concentrations, such that WQOs will be attained in a reasonable time frame. As appropriate, detailed discussion of additional data collection and trend analysis for this AOC will be provided in ongoing semiannual groundwater monitoring reports.

The monitoring well network and ongoing groundwater monitoring program are described in the *Operable Unit D and Operable Unit E Groundwater Operation & Maintenance Plan* (OU-D/E Groundwater O&M Plan; Kennedy Jenks 2020a) approved by DTSC on 30 March 2020 (DTSC 2020a). Liquid-phase hydrocarbons (LPH) have been detected in MW-5.5 in the IRM AOI. However, residual free product in MW-5.5 has decreased since September 2018 and is not contributing to dissolved phase hydrocarbons downgradient based on monitoring results at MW-5.20. MW-5.5 and downgradient well MW-5.20 are included in the OU-D/E Groundwater O&M Plan and will continue to be monitored to assess LPH in MW-5.5.

## **Section 5: Reporting and Public Participation**

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### **5.1 Reporting**

The OU-D/E Groundwater O&M Plan included in the selected remedial alternative for OU-E groundwater specifies monitoring, evaluation, and reporting requirements associated with the natural attenuation remedy. Reporting requirements associated with LUCs will be defined in each LUC.

### **5.2 Public Participation**

The public participation requirements for the RAP process include the following:

- Developing a Public Participation Plan.
- Holding a minimum 30-day public comment period.
- Publishing a public notice of the availability of the draft RAP for public review and comment in a local newspaper of general circulation.
- Posting a notice of the availability of the draft RAP for public review and comment at the Site.
- Distributing a fact sheet to parties on the site mailing list describing the proposed remedy and the availability of the draft RAP for public comment.
- Making the draft RAP and other supporting documents (i.e., CEQA document) available for public review at the DTSC office and in the local information repositories.
- Conducting a public meeting during the public comment period.
- Responding to public comments received on the draft RAP and CEQA documents.

### **5.3 Schedule**

The OU-D/E Groundwater O&M Plan has been approved by DTSC (DTSC 2020a) and includes a schedule for natural attenuation monitoring and reporting. The OU-D/E Groundwater O&M Plan is currently being implemented. Land use controls will be developed following approval of this RAP and can be completed within approximately 1 year of approval. Modifications to the Mill Pond Dam include additional planning and permitting with the DSOD, the USACE, the City, the CCC, and other state and federal resource agencies. These activities may require sequential and iterative approvals of plans with each agency and will be completed based on responses from the various agencies.

24 June 2022

## Technical Memorandum

To: City of Fort Bragg Community Development Department

From: Jeremie Maehr, Kennedy Jenks

Subject: Scope of Work - Coastal Development Permit Planning Application Form  
Former Georgia-Pacific Wood Products Facility  
90 West Redwood Avenue, Fort Bragg, Mendocino County, California  
KJ 1965021\*21

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This technical memorandum provides a summary of the scope of work for proposed improvements to address California Division of Safety of Dams (DSOD) requirements at the Mill Pond Dam and Pond 8 (the Mill Pond) at the former Georgia-Pacific Wood Products Facility (site) located at 90 West Redwood Avenue, Fort Bragg, Mendocino County, California. Improvements to the Mill Pond Dam will also provide even more secure containment for sediment, as called for in Mendocino Railway's Draft Operable Unit E Remedial Action Plan (RAP) required by the California Department of Toxic Substances Control (DTSC). See attachment to CDP Application.

The proposed project is the culmination of several years of coordination between multiple agencies, including DSOD, DTSC, Regional Water Quality Control Board (RWQCB), California Coastal Commission, and the City of Fort Bragg (City). Coordination was previously completed under Georgia-Pacific, LLC ownership and will continue under Mendocino Railway ownership. Consistent with discussions among the aforementioned agencies in meetings on-site and at the City and DSOD offices in February and April 2018, proposed construction tasks include the following:

### 1. Construct Rock Slope Protection (RSP) Buttress

The purpose of the proposed RSP buttress being proposed by Mendocino Railway on the downstream side of the crib wall section of the dam is to improve seismic stability of the portion of the dam, which is currently supported with timber cribbing to the south of and adjacent to the existing spillway. The RSP buttress will also protect the downstream dam slope from wave run-up and surface erosion. The downstream toe of the southern portion of the dam is adjacent to the beach, and will therefore, accommodate tidal changes and other considerations. Additional details regarding construction of the RSP buttress at downstream side of the crib wall section include the following:

- Approximately 1,375 cubic yards (CY) of armor rock and aggregate will be added to the slope.



## Technical Memorandum

City of Fort Bragg Community Development Department

24 June 2022

Project Number 1965021\*21

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- Construction activities are to remain above mean high tide line (MHTL).
- A temporary ramp is to be installed along the beach berm to access beach during construction.

### **2. Complete Ground Improvements and Construct Earthfill Buttress**

The purpose of the northern dam section modifications being proposed by Mendocino Railway is to improve the seismic stability of the eastern portion of the Mill Pond Dam, also referenced as the north berm, by mitigating the liquefaction hazard identified in the embankment and foundation soils and providing additional buttressing to reduce deformations during strong ground shaking. Additional details regarding ground improvements and construction of an earthfill buttress at the downstream side of the eastern dam section include the following:

- Cement deep soil mixing (CDSM) columns will be installed to improve soil stability. Installation of 2-foot diameter columns, spaced 1.5 feet apart (center to center), and approximately 15 feet to 25 feet deep are assumed. CDSM columns will be installed 1 foot into bedrock.
- Approximately 230 CY of soil will be removed.
- Approximately 1,730 CY of soil and 5,704 CY of rockfill will be added.
- A rockfill workpad will be installed during construction.

### **3. Construct Cutoff Wall**

The purpose of the cutoff wall proposed by Mendocino Railway is to hydraulically divide Pond 8 into two smaller ponds that are operated independently and meet the DSOD criteria for non-jurisdictional dams. Additional details regarding construction of the cutoff wall in the center of Pond 8 include the following:

- Cutoff wall is designed to be approximately 63 feet wide and 21 feet deep. Construction methods and wall design are expected to consist of a combination of precast concrete units, soil fill, and cast-in-place reinforced concrete.
- In the Mill Pond, cattail vegetation, where present in the work footprint, will be cleared prior to start of work and set aside. Removed vegetation will be replaced over the excavation area to aid in revegetation from native seed and root stock.
- Cutoff Wall construction will require either installation of sheet pile walls or temporary excavation of sediment to slope excavation sidewalls to facilitate sediment removal from the cutoff wall footprint. Excavated sediment is expected to be placed in the pond area adjacent to the construction area.

## Technical Memorandum

City of Fort Bragg Community Development Department

24 June 2022

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### General Notes

- Proposed construction task details are based on 60% Design Drawings (enclosed), a level of design appropriate for agency constructability review, and are subject to DSOD approval.
- Consistent with previous work completed at the site, pond water that is incidentally removed with soil and sediment will be allowed to drain back into the pond.

Further project information is provided in the attached enclosures:

1. 60% Design Drawings for Former Georgia-Pacific Wood Products Facility, Retrofit of Mill Pond Dam (Slate Geotechnical Consultants 2022).
2. Wave Study at Mill Site and Sizing of Primary Layer of Rock Slope Protection (ESA 2017).
3. Draft Remedial Action Plan – Operable Unit E, Former Georgia-Pacific Wood Products Facility Fort Bragg, California (Kennedy Jenks 2020).
4. Operable Unit E Draft Remedial Action Plan and Confirmation of No Further Action for Operable Unit E Soil and Ponds 5 and 9, Former Georgia-Pacific Wood Products Facility, Fort Bragg, California (DTSC 2020).



**Jared Blumenfeld**  
Secretary for  
Environmental Protection



## Department of Toxic Substances Control

Meredith Williams, Ph.D., Director  
700 Heinz Avenue  
Berkeley, California 94710-2721



**Gavin Newsom**  
Governor

June 9, 2022

Mr. Mike Buck  
Mendocino Railway  
1222 Research Park Drive  
Davis, California 95618  
[Mikebuck@fulcrumadvocates.com](mailto:Mikebuck@fulcrumadvocates.com)

FIRST AMENDMENT TO SITE INVESTIGATION AND REMEDIATION ORDER,  
FORMER GEORGIA-PACIFIC WOOD PRODUCTS FACILITY, FORT BRAGG,  
CALIFORNIA MENDOCINO COUNTY (SITE CODE: 202276)

Dear Mr. Buck,

The Department of Toxic Substances Control (DTSC) has issued the attached First Amendment to Site Investigation and Remediation Order (Order First Amendment) for the Former Georgia-Pacific Wood Products Facility in Fort Bragg. The Order First Amendment adds Mendocino Railway as a respondent to the Order as well as other changes and additions. This Order First Amendment is final and effective five (5) days from the date of issuance.

If you have any questions regarding this letter, please contact Tom Lanphar at (510) 540-3776 or email at [Tom.Lanphar@dtsc.ca.gov](mailto:Tom.Lanphar@dtsc.ca.gov).

Sincerely,

for:

Juliet C. Pettijohn, Branch Chief  
Site Mitigation and Restoration Program – Berkeley Office  
Department of Toxic Substances Control

cc: (see next page)

Mr. Mike Buck  
June 9, 2022  
Page 2 of 2

cc: (via email)

Mr. Craig Hunt  
North Coast Regional Water Quality Control Board  
[Craig.Hunt@waterboards.ca.gov](mailto:Craig.Hunt@waterboards.ca.gov)

Robert Pinoli  
Mendocino Railway  
[rip@mcn.org](mailto:rip@mcn.org)

Sarah McCormick  
Assistant to the City Manager  
City of Fort Bragg  
[smccormick@fortbragg.com](mailto:smccormick@fortbragg.com)

Kimberly Walsh, MPH  
Unit Chief  
DTSC  
[Kimberly.walsh@dtsc.ca.gov](mailto:Kimberly.walsh@dtsc.ca.gov)

**STATE OF CALIFORNIA  
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL**

In the Matter of:	)	Docket No. HSA-RAO 06-07-150
	)	
Former Georgia-Pacific Mill Site	)	FIRST AMENDMENT TO
Fort Bragg, California	)	SITE INVESTIGATION AND
	)	REMEDIATION ORDER
	)	
Respondents:	)	
	)	
Mendocino Railway	)	
1222 Research Park Drive	)	
Davis, California 95618	)	
	)	
Georgia-Pacific, LLC	)	
133 Peach Tree Street NE	)	Health and Safety Code
Atlanta, Georgia 30303	)	Sections 25355.5(a)(1)(B) and (C),
	)	25358.3(a), 58009 and 58010

The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) issues this First Amendment to the Site Investigation and Remediation Order between DTSC and Georgia-Pacific Corporation, Docket No. HSA-RAO 06-07-150 (Order First Amendment), to add Mendocino Railway, a California Corporation, as an additional Respondent. Further, Georgia-Pacific Corporation is now Georgia-Pacific, LLC a Delaware limited liability company. DTSC is also amending the Site Investigation and Remediation Order (Order, Docket No. HSA-RAO 06-07-150 same docket number) to add information on the completion status of activities to Section 2.4, change requirements for Fence and Posting Warning Signs, and add activities to Section 5. This Order First Amendment is final and effective five (5) days from the date of issuance below.

Sections 1.1 and 5.1.3 of the Order are hereby amended to read as follows:

1.1 Respondents. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) issues this Site Investigation and Remediation Order (Order) to Mendocino Railway, a California corporation, and Georgia-Pacific, LLC, a Delaware limited liability company (Respondents).

5.1.3 Fence and Posting Warning Signs. As of the effective date of this Order First Amendment and due to the completion of remedial actions in Operable Units (OU)-A, C, D, and a portion of (OU)-E, warning signs are not required along the perimeter of the site or at routes of entry. Fencing is required around Pond 8. Respondents shall install additional fencing and post

signs at other locations at the site within 10 days of a written notice from DTSC.

Sections 2.4.6, 5.3.3, 5.4.1, and 5.13.1 of the Order are hereby added as follows:

2.4.6. The following investigation and remediation activities, certifications, and no further action determinations have been completed at the site.

a) Operable Unit A. The *Operable Unit A (OU-A) Completion Report* (Arcadis, December 2009) documents the completion of soil removals at several locations during the summer of 2009 within two general areas of OU-A. Land use in the two areas is restricted to recreational uses by the OU-A Land Use Covenant (LUC) recorded with the County of Mendocino Recorder on December 10, 2009.

DTSC approved the *Operable Unit-A Completion Report* in a letter dated December 14, 2009, stating that the remedial action contained in the final OU-A Remedial Action Plan (RAP) for lands within OU-A has been properly completed. This determination did not apply to the Consolidation Cell located in OU-D and the containment site for dioxin contaminated soil removed from OU-A. The *Consolidation Cell Inspection Report* (Arcadis, 2010) documented excessive water accumulation during 2009 and 2010. Ultimately, DTSC approved Georgia-Pacific, LLC's proposal to remove the Consolidation Cell on April 11, 2012, and completed an *Explanation of Significant Differences, Operable Unit A, Remedial Action Plan* (August 30, 2011) to add removal of the consolidation cell and off-site disposal of soil to the OU-A RAP. The consolidation cell work concluded in November 2011 with off-site disposal of the cell's contents. DTSC approved the *Consolidation Cell Removal Completion Report* (Arcadis, 2012) on April 11, 2012. DTSC issued a Remedial Action Certification for OU-A on May 7, 2012.

b) Operable Unit B. OU-B includes off-site non-industrial properties. The *Phase I Environmental Site Assessment – Non-Industrial Parcels* (Arcadis, December 2007) concluded that OU-B properties had not been used for industrial purposes and recommended that additional investigation or other further action was not necessary for this OU. DTSC approved the *Phase I Environmental Site Assessment – Non-Industrial Parcels* in a letter dated July 14, 2008.

c) Operable Units C and D. The Department approved the *Remedial Action Plan for Operable Units C and D (OU- C and D RAP)* (Arcadis, 2015) in a letter dated December 17, 2015. The *OU-C and D RAP* remedial actions included soil excavation and off-site disposal, mitigation of soil vapor, natural attenuation of groundwater with long-term monitoring, and restrictions on the use of land, soil, and groundwater in areas where contaminants were above levels acceptable for unrestricted use. On June 30, 2020, DTSC certified that the required removal/remedial actions were completed for OU-D. Portions of OU-D require ongoing operation and maintenance and monitoring (O&M). The O&M procedures are described in the *Operable Unit D Groundwater Operation & Maintenance Plan* (Kennedy Jenks, March 23, 2020) approved by DTSC in a letter dated March 30, 2020. Two LUCs restricting the use of land and groundwater for portions of OU-D were recorded with the Mendocino County Recorder's office on June 2, 2020.

DTSC provided only partial certification of the OU-C remedial action because removal of soil at the Former Aboveground Storage Tank (AST) and Former Machine Equipment Shop (MES)/Pilot Study Area of Interest (AOI), located in OU-C was not implemented. Implementation of the soil removal from the Former AST and Former MES/Pilot Study AOI is delayed to coincide with anticipated soil excavation at the adjacent California Western Railroad, which is owned by Mendocino Railway. Mendocino Railway purchased property from Georgia-Pacific that includes Former AST and Former MES/Pilot Study AOI. A LUC restricting the use of soil and groundwater for a portion of OU-C was recorded with the Mendocino County Recorder on June 11, 2019.

Portions of OU-C require ongoing operation and maintenance and monitoring. The O&M procedures are described in the *Operable Unit C Groundwater Operation & Maintenance Plan* (Kennedy Jenks, April 9, 2020) approved by DTSC in a letter dated April 21, 2020.

d) Operable Unit E. Georgia-Pacific has submitted the draft *Operable Unit E Remedial Action Plan* (Kennedy/Jenks, October 14, 2020) (OU-E RAP). DTSC will not begin the formal public review period for the draft OU-E RAP until after the City of Fort Bragg completes its draft Environmental Impact Report (EIR) for the Mill Pond Dam Repair Project. The City of Fort Bragg is the lead agency for implementing the California Environmental Quality Act (CEQA) for the project. The draft OU-E RAP identifies a proposed remedy for the Southern Ponds (1, 2, 3, and 4), Ponds 6, 7, 8, the North Pond, and groundwater. The remaining areas of OU-E were either recommended for No Further Action (NFA) in the draft OU-E RAP or previously approved for NFA as summarized below.

The draft OU-E RAP recommends NFA for the Pond 5 AOI and Pond 9 AOI. Sediment in Pond 5 and Pond 9 was evaluated in the *Baseline Human Health and Ecological Risk Assessment* (BHHERA) (Kennedy Jenks, July 2015). DTSC approved the BHHERA in a letter dated August 20, 2015. As described in the BHHERA, occasional adult recreator hazard indices (HIs) and excess lifetime cancer risks (ELCRs) for Pond 5 and Pond 9 are below 1 and  $1 \times 10^{-6}$ , respectively, considering a 50 day per year exposure frequency. DTSC approved NFA for the Pond 5 and Pond 9 AOIs in a letter dated December 8, 2020.

As presented in the *Removal Action Completion Report for OU-C, OU-D, and OU-E* (RACR) (Kennedy/Jenks, June 15, 2018), residual contaminant of concern (COC) concentrations at the OU-E Riparian Area AOI are below the residential screening criteria at each confirmation sample point; therefore, the RACR recommended NFA for the Riparian Area AOI. The Lowland Terrestrial Area of Concern (AOC) includes several AOIs: Water Treatment and Truck Dump AOI, Powerhouse and Fuel Barn AOI, Sawmill #1 AOI, and the Compressor House and Lath Building AOI. The Exposure Point Concentrations (EPCs) for soil in the Lowland Terrestrial AOC meet residential screening criteria, and therefore, the Lowland Terrestrial AOC was also recommended for NFA for soil in the RACR. DTSC approved the RACR and NFA for OU-E Lowland Terrestrial Soil AOC and Riparian AOI in a letter dated June 27, 2018.

Other OU-E AOIs previously approved for NFA for soil include Pond 8 Fill Area Pond 8 Fill Area AOI in a letter dated February 7, 2013, with the approval of the *OU-E Remedial Investigation Report* (Arcadis, January 2013). In a letter dated April 12, 2011, DTSC approved

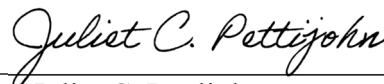
NFA for West of IRM AOI and IRM AOI with the approval of the *OU-C and D Remedial Investigation Report* (Arcadis, February 2011).

5.3.3 Supplemental Site Investigation (SSI) Work Plan Former AST AOI and MES/Pilot Study AOI. Within 60 days of the effective date of this Order First Amendment, Respondent will submit a work plan that describes the activities proposed to further characterize soil and soil gas. The work plan should also include a health and safety plan, quality assurance/quality control plan, sampling plan, and implementation schedule. Respondent will begin implementation of the approved work plan in accordance with the approved implementation schedule. DTSC may provide oversight of work plan implementation.

5.4.1 Remedial Investigation (RI) Report Addendum, Former AST AOI and MES/Pilot Study AOI. Within 120 days of approval of the SSI Work Plan, Respondent will submit an RI Report Addendum that, at a minimum, presents the data, summarizes the findings of the Supplemental Site Investigation, validates the data, and includes recommendations and conclusions.

5.13.1 Updated Public Participation Plan. Respondent(s), in coordination with DTSC, shall develop an updated Public Participation Plan (PPP) which describes how, under this Order, the public and adjoining community will be kept informed of activities conducted at the Site and how Respondent(s) will be responding to inquiries from concerned citizens. Respondent shall attend a PPP scoping meeting with DTSC within 30 days of the date of this Order First Amendment. Respondent shall prepare meeting notes following the scoping meeting including the schedule for preparation of the PPP.

DATE OF ISSUANCE: 06/09/2022



Juliet C. Pettijohn  
Regional Branch Chief  
Department of Toxic Substances Control

cc: Site Mitigation and Restoration Program  
Headquarters, Planning & Policy  
Office of Legal Counsel



## **Mill Pond EIR Consultant List**

Ascent Environmental, Inc.  
455 Capitol Mall, Suite 300  
Sacramento, CA 95814

Ascent Environmental, Inc.  
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Oakland, CA 94607

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916.443.8335

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IFC  
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San Francisco, CA 94105  
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Rincon Consultants, Inc.  
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Sacramento, CA 95819  
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Rincon Consultants, Inc.

180 N Ashwood Ave  
Ventura, CA 93003  
805.644.4455



**City of Fort Bragg  
Request for Proposals**

**Environmental Impact Report  
Mill Pond Remediation Project**

**Written Questions Due: October 14, 2022**  
**Response to Questions Posted: October 28, 2022**  
**Pre-Proposal Meeting: November 4, 2022**  
**Proposals Due: November 18, 2022**  
**Interviews: December 7, 2022**

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## **Introduction & Background**

The City of Fort Bragg has received an application from Mendocino Railway for a Coastal Development Permit (CDP) to provide remediation on part of the former Georgia Pacific Mill Site. A detailed project description can be found at Attachment 6. In addition to needing a CDP from the City for compliance with the Local Coastal Program (LCP) requirements, the remediation work also requires:

- California Department of Toxic Substance Control (DTSC) consideration of a Remedial Action Plan (RAP) for the Remediation of Operable Unit E;
- Division of Safety of Dams (DSOD) consideration of a Pond 8 Dam Structural Stabilization Project; and
- City of Fort Bragg consideration of an Environmental Impact Report (EIR), pursuant to the California Environmental Quality Act.

The City is seeking proposal from qualified environmental consulting firms to prepare a project level EIR for this project.

### **Project Location**

The City of Fort Bragg is located on the north coast of Mendocino County, California. Historically, the local economy has been primarily resource dependent, with the first timber mill established in 1853. In 2002, a 415-acre mill site operated by Georgia Pacific closed. This area comprises about a third of the land area of the City of Fort Bragg, and is located entirely on the west side of CA Hwy 1 overlooking the Pacific Ocean (Figure 1).

The 35-acre project site is situated in the central portion of the former Georgia Pacific Timber Facility (Mill Site) on a coastal terrace. The project site has elevations ranging from 0' at the beach, to 40' at the coastal bluffs. The Pacific Ocean is immediately to the west, and the Noyo Headlands Park trail is to the north, south, east and west. Notable features include:

- Soldier Bay and beach, located to the west and north of the project site;
- The City's wastewater treatment facility, located on the bluff tops to the south west;
- Maple Creek riparian area, located south east of the project site;
- Alder Creek drainage area, located northeast of the project site;
- Downtown Fort Bragg located east and northeast of the project site; and
- The Noyo Headland Park and Fort Bragg Coastal Trail, which circumambulates around the south, east and north sides of the project area.

### **Project Objectives**

The requested CEQA document is associated with a Coastal Development Permit (CDP) for the proposed mill pond dam improvement project. CDPs are a discretionary land use permit that authorizes development within the coastal zone, and subject to compliance with any conditions of approval imposed on the permit. The overall project objectives include: 1) the project is consistent with the regulatory requirements of the Lead Agency, Responsible Agencies and Trustee Agencies; 2) the project is protective of human and ecological health; 3) the project will result in effective flood control and water quality benefits.

### **Department of Toxic Substance Control**

Following decades of timber operations, the Mill Site required substantial environmental cleanup of hazardous materials and the City invoked the [Polanco Redevelopment Act](#) bringing cleanup efforts under the oversight of California's Department of Toxic Substance Control (DTSC). To help organize the investigation and remediation, DTSC divided the Mill Site into five geographic areas called Operable Units (OU-A, OU-B, OU-C, OU-D, OU-E). Currently most of the 415-acre Mill Site

has met DTSC clean-up goals, with the majority of the areas needing remedial action sited within OU-E.

OU-E includes several ponds (Ponds 1 through 9, and the North Pond). When the mill was in operation, Pond 8 was used for log storage, Pond 9 was available for fire protection, Ponds 1, 2, 3, 4, 5, and 7 were utilized for storm water management, and water used for debarking flowed in to Pond 6 and the North Pond. The applicant submitted *Draft OU-E Remedial Action Plan* (RAP) identifies the preferred remediation as leaving contaminants in place, and implementing dam stabilization improvements. DTSC will begin its formal public review process of the OU-E RAP concurrently with the public review period associated with the project level EIR, pursuant to the California Environmental Quality Act (CEQA). The Lead Agency for CEQA is the City of Fort Bragg.

The proposed project area focuses on Pond 6 and Pond 8, referred to herein as the “Mill Ponds” (Figure 2). This is an eight-acre area in the central portion of the Mill Site comprised of two ponds, dam, crib wall, spillway, beach berm, wetlands, and drainage catch. Water from the Mill Pond flows through the site, out over a dam, across the beach, and into the Pacific Ocean. The crib wall near the spillway has deteriorated due to erosion, age and the original construction techniques. The north wall of the pond has also deteriorated due to the passage of time. In 2014, Georgia Pacific completed an interim dam maintenance project, which included repairs to the Dam Spillway and the Crib Wall. Other notable facts related to the Mill Ponds include:

- Historically, Pond 6 served as a stormwater collection pond, as well as water for the Powerhouse. Pond 8 also served to collect stormwater, served as the on-site log pond, and the water was utilized operating the hydraulic debarker. In the past, the dam and spillway controlled water levels in the pond during mill operations.
- Currently, the Mill Pond functions primarily for stormwater polishing. Approximately 70% of the current flow through the pond comes from storm water runoff from Fort Bragg streets and surfaces (over a third of the City's stormwater). The remaining 30% of flow is runoff from the Mill Site.
- The Mill Pond has filled with sediment over the decades and could more properly be characterized as an “upland marsh” in terms of its ecological function; offering habitat for water fowl and amphibians.



## EIR Objectives

The purpose of the EIR is to identify potentially significant environmental issues and impacts associated with the Mendocino Railway's preferred remedial action for OU-E – Institutional Control / Containment Alternative. The Institutional Controls / Containment method was proposed in the *Final Feasibility Study Operable Unit E (September 2019)*, and is further outlined in the *Draft Remedial Action Plan Operable Unit-E (October 2020)*.

The final remedial action project is required to meet the regulatory requirements of all permitting agencies, and be consistent with the City's objectives for the area and the remediation process, ultimately achieving the following objectives:

### **1. Consistency with Regulatory Requirements**

Analyze the proposed project, and all project alternatives, for consistency with the regulatory requirements of all relevant permitting agencies, which may include:

- **City of Fort Bragg:** A Coastal Development Permit is required to analyze the project's compliance with City's certified Local Coastal Program. If the project is approved by the City of Fort Bragg, the entire project is appealable to the California Coastal Commission;
- **Department of Toxic and Substance Control:** Retains oversight of hazardous material removal/remediation. - Remedial Action Plan for OU-E;
- **Department of Fish and Wildlife:** A Clean Water Act Section 1602 Lake or Streambed Alteration Agreement may be required for one or more components of the project include changes to the Mill Pond configuration and/or changes to the underground Alder or Maple drainages. In addition, Section 2081 take permit may be necessary if the project causes impacts to nesting areas for identified State listed avian species or take of State listed plants or wildlife species;
- **Army Corp of Engineers:** The proposed project includes the placement of a weir and is considered wetland fill. Other project alternatives may also require a Section 404 Permit;
- **Regional Water Quality Control Board:** Section 401 certification will be necessary if the project involves discharge of dredged or fill materials into the ocean, if dredging of the Mill Pond is necessary, or if wetlands are filled as part of the project.
- **Division of Safety of Dams:** DSOD has determined that the Mill Pond dam would be structurally unsound in a maximum credible earthquake (8.0). The intention of the proposed dam improvement project is twofold: 1) structurally stabilize the dam; and 2) create a smaller area contained by the dam in order to remove the dam from DSOD jurisdiction;
- **California State Water Resources Control Board:** The Division of Water Rights will need to be consulted if water is stored;
- **National Oceanic and Atmospheric Administration:** A permit may be required related to federally threatened and endangered species. For example, if pelagic fish (Coho and Steelhead Salmon) access is introduced into a day-lighted creek system that terminates in an underground City storm drain system.
- **US Environmental Protection Agency:** A National Pollutant Discharge Elimination System will be necessary to address changes to City and/or Mill Site stormwater management system.

### **2. Seamless Coordination with DTSC Processing of Remedial Action Plan (RAP) for OU-E.**

The environmental consulting team will work closely with the applicant's remediation specialists (Kennedy/Jenks Consultants) and DTSC on the process for environmental review of the RAP.

### **3. Public Involvement in Environmental Review Process.**

Fort Bragg and coastal residents have invested significant time and resources to the clean-up and reuse of the Mill Site. It is of the utmost importance to provide a comprehensive public participation process. The City and DTSC have held a number of public workshops and hearings over the years regarding remediation and reuse of the Mill Pond area, specifically. At a minimum, the public participation effort should include one informal information session, a public scoping workshop, a public meeting on the Draft EIR and a public hearing on the Final EIR. Public participation efforts will need to be coordinated with the City's Coastal Development Permit process, as well as DTSC's OU-E RAP process.

### **4. Complete Understanding of the City's Local Coastal Program Requirements.**

The City's Local Coastal Program (LCP) controls development in the coastal zone, providing guidance for future development and protection of coastal resources; it is comprised of a Land Use Plan (LUP) and Implementation Program (IP). The City's LUP includes the Coastal General Plan and Land Use Map, while the City's IP includes the Coastal Land Use and Development Code and Zoning District Map. A Local Coastal Program grants the City permitting authority over most development, however, the Coastal Commission retains permanent jurisdiction on tidelands, submerged land, public trusts and will act on appeals from local decisions on this project.

## **EIR Analysis**

A comprehensive EIR addressing all topic areas, with a range of feasible alternatives, is required. While the City has not undertaken a formal scoping process, several potential environmental impacts have been identified, which will require significant analysis:

### **Proposed Mill Pond Dam Improvement Project.**

Kennedy/Jenks Consultants is the lead consultant for this work, and the team that developed the *Final Feasibility Study Operable Unit E*, recommending Institutional Control / Containment alternative, reflected in the proposed project. This project proposes to address California Division of Safety of Dams (DSOD) requirements to meet the criteria for non-jurisdictional dams by hydraulically dividing Pond 8 into two smaller ponds. A Rock Slope Protection (RSP) buttress and earthen ground construction techniques are also being proposed to improve the seismic stability.

### **Robust Analysis of Project Alternatives**

Fort Bragg serves as the primary commercial center for the Mendocino coastal region, and the future use of the Mill Site is important to the entire region. Extensive community engagement has taken place related to reuse of the site since Georgia Pacific closed the timber facility in 2002. The community has long awaited the remediation of OU-E, and it is important that the EIR provide robust analysis on project alternatives; to foster public participation and informed decision-making. There is strong community sentiment that environmental remediation of Mill Pond area requires the removal of hazardous materials and restoration of the project site, rather than dam improvements to stabilize and contain hazardous materials.

The following alternative projects are provided as a starting point. City Council will provide direction on the alternative project description to be evaluated at a future date, based on input received during public scoping session, expertise of selected environmental consulting team, and staff recommendation.

- **Feasibility of Full Restoration Project Alternative.** The full restoration project alternative would involve dam and beach berm dismantlement, the area thoroughly cleaned of toxic contamination. The daylighting of Maple and Alder Creeks, restoring tidal flows, marshes and wetlands, and establishing public access would also be included.



- **Feasibility of Partial Restoration Project Alternative #1.** A partial restoration project alternative would consider a creative solution to the full restoration alternative, possibly limiting creek daylighting activities, wetland restoration and providing limited public access.
- **Feasibility of Partial Restoration Project Alternative #2.** A second partial restoration project alternative may consider alternative construction techniques, relocating aquatic sediment to other portions of the Mill Site, and providing public access in some way.

### **Potential Environmental Impacts**

**Coastal Resources.** Establishing and protecting public access to the coast is an important aspect of the Coastal Act. The public was unable to access this part of the coastline for generations. Since the mill's closure, the City has established the Noyo Headlands Park, which stretches the length of the Mill Site property along the coastal bluffs, and includes amenities such as a multi-use trail, artist benches, picnic tables, and restrooms. The proposed dam improvement project includes adding additional armoring to the beach, which would continue to impede public access to this area of the coastline.

**Biological Resources.** The Mill Site in general, and the project area specifically, contain a number of sensitive species, including those listed below:

- **Wetlands.** The project is located within an area of extensive wetlands including Army Corp and Coastal Act Wetlands (see Attachment 3). The proposed project and the proposed project alternatives have the potential to result in either the elimination of wetlands and/or temporary disturbance of wetlands. Wetland mitigation will be required for the project and project alternatives. Consultation with the appropriate agencies will be an important part of identifying and addressing environmental impacts to wetlands and wetland species.
- **Special Status Wildlife.** Special status bird species observed on or adjacent to the Mill Site include: California brown pelican, white-tailed kite, northern harrier, American peregrine falcon, black oystercatcher, and Bryant's savannah sparrow. Special status mammal species with a high potential to occur on the Mill Site include: Pacific harbor seal, long-eared myotis (a type of bat), fringed myotis, and the long legged myotis.
- **Special Status Plant Communities.** The Mill Site contains five sensitive plant communities, including: coastal terrace prairie, northern coastal bluff scrub, north coast riparian scrub, aquatic plant communities, freshwater seeps, seasonal riparian wetlands, and season wetland ditch. The project site includes three sensitive plant communities: freshwater seeps, riparian wetland, and season wetland ditch.
- **Special Status Plant Species.** The larger Mill Site is habitat for five identified special status plants: Blasdale's bent grass, Mendocino coast Indian paintbrush, wallflower, and short leaved evax and Vancouver rye strand. Past botanical studies conducted within Mill Pond area identified the special status plant - Vancouver Rye Strand. An updated biological study has been requested.

**Cultural Resources.** Although an archeological analysis of the project site has not been completed, an archaeological study for other areas of the Mill Site have identified significant cultural resources. Per Public Resources Code Section 5024 consultation with State Historic Preservation Office (SHPO) is required. Consultant would be responsible for SHPO consultation. City staff, with Consultant participation, will coordinate formal Government-to-Government consultation between the City of Fort Bragg and Sherwood Band of Pomo Indians.

**Sea Level Rise, Tsunami Hazards, and Increased Erosion.** The City of Fort Bragg is located just on shore from the California Triple Junction a place of significant geotechnical subduction with the potential to generate a tsunami event on site. The EIR should analyze the potential impact of tsunami and earthquake events on the proposed project and project alternatives. Sea Level rise

may also have the potential to impact the stability of portions of the project site that could be inundated by sea level rise or could be impacted by storm surge due to sea level rise.

**Circulation.** Project alternatives that require the removal of significant quantities of sediment and/or soil from the site will have impacts on traffic and transportation; especially the removal of the Mill Pond sediment would result in significant trip generation over many months. Regardless of project alternative, pedestrian access to the trails on Noyo Headlands Park and pedestrian circulation connecting the northern and southern portions of Noyo Headlands Park must be considered.

### **Consultant Qualifications & Capabilities**

The consultant team will be under contract with the City of Fort Bragg, and the work of the environmental review team will be managed by the City. The City will process the coastal development permit project and will act as the Lead Agency for the associated environmental review. DTSC and DSOD will be Responsible Agencies. The following agencies are Trustee Agencies with regard to the project: California Coastal Commission, Department of Fish and Wildlife, Army Corp of Engineers, and the Regional Water Quality Control Board.

### **Preferred Consultant Skills and Experience**

The City is looking for a consultant team with the following qualities:

- A project manager with direct experience completing EIRs for projects within the California coastal zone, and success at working with a consultant team to identify environmental issues early in the process that result in self-mitigating design changes to the project as feasible.
- Team members with experience in environmental review of remediation projects and coordination with DTSC.
- Team members with experience in the environmental review of wetland fill and wetland mitigation projects.
- Team members with experience interpreting biological surveys, specifically botanical, avian, wildlife, and marine mammal surveys.
- Team members with experience analyzing impacts to cultural and archaeological resources.
- Team members with experience analyzing climate change impacts, specifically potential sea level rise and tsunami hazard issues.
- Team members with a successful track record of preparing EIRs that satisfy local, regional, and state environmental laws and regulatory agencies.

### **Scope of Work**

This contract will include the following major tasks listed below, which are detailed in the following section.

1. Project Meeting Kick-off
2. Project Coordination & Project Management
3. Prepare Notice of Preparation (NOP)
4. Evaluate Existing Technical Studies and Incorporate into the Environmental Review
5. Technical Evaluation of Issues & Identification of Additional Technical Information Needed
6. Consultation with Trusted and Responsible Agencies in Coordination with City
7. Public Scoping Session
8. Prepare Administrative Draft EIR: Public Resource Code Sections 15122 through 15131
9. Respond to Internal Review of Administrative Draft EIR
10. Draft EIR, Notice of Completion and Notice of Availability

11. Public Hearing on DEIR
12. Evaluation of and Response to Comments
13. Respond to Internal Review of Administrative Draft of Response to Comments
14. Prepare Final EIR: Public Resource Code Sections 15122 through 15132
15. Certification Hearing on Final EIR
16. Prepare CEQA Resolution and Findings
17. Prepare Statement of Overriding Considerations
18. Presentation of Findings in Public Meetings

**1. Project Kickoff**

The consultant will meet with the City to review the scope of work and timeline. Consultant will be provided with a complete set of all technical information.

**2. Coordination & Project Management**

Consult, communicate, and meet with staff as often as necessary to verify, refine, and complete the project requirements and review the progress of the project. Initiate consultation with responsible agencies and other involved local, state, federal agencies. The consultant shall develop and maintain a project schedule and prepare status reports submitted to the City on a monthly basis.

**3. Prepare and Distribute the Notice of Preparation (NOP)**

The City of Fort Bragg, Mendocino Railway, DTSC, and DSOD are in the process of developing the full project/program description in order to issue the Notice of Preparation (NOP). The selected consultant will review the project description, identify any additional needs, and prepare the draft NOP, including an environmental scoping study that describes the topics to be analyzed in the EIR. Filing responsibilities to appropriate local, State, and Federal agencies will be the Consultants, including a Cc to the City staff identified as project manager.

**4. Evaluate Existing Technical Studies and Incorporate into the Environmental Review**

The consultant will review all pertinent documents and existing studies in order to analyze potential project impacts. Based on an evaluation of the existing technical documents and complete project description and the consultant team's recommendations, the City and/or Georgia-Pacific will contract with appropriate experts to complete additional technical studies. This incorporation will make every effort to analyze the relevance of the data in the main body of the document and incorporate actual data itself by reference or in an appendix.

**5. Technical Evaluation of Issues & Identification of Additional Technical Information**

The consultant shall evaluate all factual information necessary to complete the analyses of issues of concern. The process may include fieldwork, interviews and meetings, map and exhibit preparation. Identification of additional technical information, if needed, to prepare environmental document, including additional botanical, avian, and marine mammal surveys, as well as cultural and archaeological surveys

**6. Consultation with Trusted and Responsible Agencies in Coordination with City**

The consultant team will likely need to undertake initial consultations with the following agencies in order to obtain early input and address initial agency concerns:

- California Coastal Commission
- DTSC
- Sherwood Valley Band of Pomo Indians Tribal Council
- State Historic Preservation Office
- DSOD
- North Coast Regional Water Quality Control Board
- State Water Resources Control Board

- California Department of Fish & Wildlife
- U. S. Fish and Wildlife Service
- U. S. Army Corp of Engineers
- Caltrans

## **7. Public Scoping Session**

Participate in one or two public scoping meetings. Because of the extensive public interest in and scope of the project, the City will hold at least one and possibly two public meetings to receive comments from the public on the proposed scope of the EIR. The consultant will be responsible for developing and presenting materials and information. The consultant will prepare a written summary of environmental issues raised at the scoping meetings. Additional scoping meetings with staff, public agencies, and the project proponents may be conducted at the discretion of the consultant.

## **8. Prepare Administrative Draft EIR: PRC Sections 15122 through 15131**

Prepare and submit an electronic version in Microsoft Word, plus two hard copies of an Administrative Draft EIR (ADEIR) to the City of Fort Bragg for review. The ADEIR will include an executive summary and a summary table of impacts and mitigation measures to facilitate comparison of impacts among the alternatives.

## **9. Respond to Internal Review of Administrative Draft EIR**

City Staff will consolidate the comments from all agencies and prepare one set of comments for incorporation into the Draft EIR (DEIR). The consultant will be required to meet with City staff to discuss each section as necessary. City staff modifications must be incorporated into the DEIR. The first required screen-check section will consist of the draft Table of Contents, Project Description, and Environmental Setting. The precise time schedule for screen-checks shall be determined after the project schedule is finalized. The consultant shall inform the City of any circumstances arising that may delay or change the contracted work program.

## **10. Draft EIR, Notice of Completion and Notice of Availability**

Following City review, the consultant will revise the ADEIR based upon the City direction. The consultant will be responsible for providing secure shared electronic access to .pdf of Draft EIR (DEIR), as well as all word processing and graphic files of DEIR. Consultant will provide DEIR electronically (and if requested, in hardcopy) to Trusted and Responsible Agencies, the California State Clearinghouse, Mendocino County, the Applicant, the Applicant's Agent, and the City. Two hardcopies shall be provided for public review at the Fort Bragg Public Library and City Hall. Notice of availability shall be provided to the public concurrently with agency notification, and the public review period shall be between 45-days and 60-days.

## **11. Public Hearing on DEIR**

In accordance with Fort Bragg Municipal Code section 17.72.100E, the City Council is required to hold a public hearing on the Draft EIR **during** the public review period.

## **12. Evaluation of and Response to Comments**

Consultants shall evaluate comments and prepare written responses, pursuant to CEQA. If significant revisions are incorporated into DEIR, the document must be recirculated. \*Public agencies that provided comments shall be responded to in writing at least ten-days prior to decision on Final EIR.

## **13. Respond to Internal Review of Administrative Draft of Response to Comments**

Following City review, consultant will revise the Administrative Draft of Response to Comments, based upon City direction. If comments result in significant changes to DEIR, an administrative review of the DEIR by City staff will be necessary, and the document recirculated. The consultant will be responsible for providing secure shared electronic access to .pdf of revised

DEIR (or if revisions are limited to a few chapters, only modified chapters), as well as all word processing and graphic files of revised DEIR. Consultant will provide revised DEIR electronically (and if requested, in hardcopy) to Trusted and Responsible Agencies, the California State Clearinghouse, Mendocino County, the Applicant, the Applicant's Agent, and the City. Two hardcopies shall be provided for public review at the Fort Bragg Public Library and City Hall.

**14. Prepare Final EIR: PRC Sections 15122 through 15132**

Consultant will prepare and provide Administrative Draft Final EIR electronically (and if requested, hardcopy) in the form of response to comments/errata document. The City, Responsible Agencies, and Trusted Agencies will have an opportunity to review and comment on the administrative Final EIR. The Final EIR will include as a minimum, the following:

- Draft EIR;
- Provide a list of all persons, organizations, and public agencies commenting;
- Copies of all written comments;
- Responses to all environmental issues raised in the review process; and
- Revisions to the Draft EIR, based on City input.

**15. Certification Hearing on Final EIR**

In accordance with section 17.72.110C, the City Council is required to hold a public hearing on the certification of the final EIR. An additional public hearing will then be held before the Planning Commission on the CDP.

**16. Prepare CEQA Resolution and Required Findings**

The consultant will prepare the findings required by CEQA for certification of the Final EIR.

**17. Prepare Statement of Overriding Considerations**

To the extent, a Statement of Overriding Considerations is necessary; the consultant will prepare the draft statement.

**18. Presentation of Findings in Public Meeting**

The Planning Commission is the decision making body on the CDP, subject to an appeal. City staff believes it is likely this project will be appealed to the City Council. The CDP may also be appealed to the California Coastal Commission.

**Deliverables**

- a) Estimated project timeline
- b) Regular progress meetings with City staff (frequency TBD at Kickoff Meeting)
- c) Participation in a minimum of eight public hearings/meetings – 2 scoping meetings; 2 community meetings, City Council DEIR review hearing; City Council FEIR certification hearing; Planning Commission CDP hearing; City Council CDP hearing on appeal
- d) Administrative Draft EIR
- e) Screencheck Draft EIR
- f) Draft EIR
- g) Administrative Draft Response to Comments
- h) Response to Comments and if significant new information is added, a Revised DEIR
- i) Final EIR
- j) Draft CEQA Resolution, Findings, and Statement of Overriding Considerations

Electronic copies of all deliverables shall be submitted via secured shared drive access.

**Project Timeline**

The consultant solicitation process will culminate in the selection of an environmental review team in December 2022. Technical work is expected to begin immediately thereafter. However, please note the coastal development permit application for the project is not yet complete. The City is waiting to receive additional submittal requirements from the applicant; including an updated biological report (botanical study period generally takes place Feb-August). The EIR approval is expected to occur over an 18-month timeframe. A conceptual schedule for the environmental review is included in this RFP as an attachment.

#### **RFP Schedule**

- Written Questions Due: October 14, 2022
- Response to Written Questions Posted: October 28, 2022
- Pre-Proposal Meeting: November 4, 2022
- Proposals Due: November 18, 2022
- Interviews: December 7, 2022

#### **Written Questions**

Written questions will be accepted through October 14, 2022 and should be directed to:

Sarah McCormick  
Assistant City Manager  
City of Fort Bragg  
416 North Franklin Street  
Fort Bragg, CA 95437  
E-mail: [smccormick@fortbragg.com](mailto:smccormick@fortbragg.com)

Responses to written questions will be posted to the City's website on October 28, 2022. Oral questions will not be taken or answered.

#### **Proposal Submittal Requirements**

1. Proposers should submit completed proposals electronically, and send 3 print copies so that they are received by the City no later than 5:00 p.m. on November 18, 2022 to:  
City of Fort Bragg  
Attention: June Lemos, CMC, City Clerk  
416 North Franklin Street  
Fort Bragg, CA 95437
2. Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper and recycled covers with removable bindings, bound in a single document and organized in sections following the order specified under contents.
3. Contents: Proposal shall contain the following information, in the following order
  - A. Firm Description  
Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.
  - B. Relevant Experience  
The consultant team should have experience in environmental consulting and CEQA. Experience with remediation, DTSC, large public works projects, wetland mitigation and the coastal act are useful. The detail of relevant project experience should highlight projects on which the proposed team members have worked. Please list projects that were completed by the proposed team members first in your proposal, and include a list of the team members that worked on the project, and their role in the project. You may also include relevant project descriptions

completed by non-team members; however, these will be given less weight in the review.

C. Key Personnel Qualifications

Identify key personnel who would work on the project, their respective roles, and a synopsis of relevant experience. The project manager should have proven experience in preparing quality EIRs. Experience with projects involving multiple agency approvals would be beneficial.

D. References

List of at least three public agencies or clients for whom similar work has been performed by project team members, with the name, title, e-mail address, and phone number of a contact person. References must be for projects worked on by team members on the proposed team. The City prefers that at least one reference has managed a majority of the key team members on a project. We are looking to know if your team has worked successfully together before.

E. Project Understanding, Approach, and Scope of Work

Please provide an overview of your project understanding and approach. Include a detailed scope of work including all tasks associated with the project, including how you propose to complete each task. Please use the information provided in the RFP and the proposed scope of work identified by the City herein. Feel free to elaborate and provide additional tasks you think might be necessary, however list them as optional tasks and include them in the overall budget as separate line items.

F. Budget and Schedule of Charges

Provide a "Not to Exceed" project budget that details hours and personnel by task. Include also all travel reimbursement and other costs by task. For components for which it is difficult to define the scope of work (such as consultation with resource agencies), please provide an hourly rate only. Most of the progress meetings with City staff can occur as virtual meetings. The consultant shall identify a per hour cost for meeting attendance beyond the identified eight meetings. Please provide a separate budget for optional tasks.

G. Work Schedule

Provide a time schedule for completion of work.

H. Sample Work Product

Please provide one copy of an environmental document (EIR) and associated technical documents prepared by the proposed project manager and key staff and preferably prepared for a public agency for a similar type of project. The sample work product should be provided electronically on a thumb drive.

I. Insurance

The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Section 11 of Attachment 7 which is attached hereto and incorporated by reference herein. The cost of such insurance shall be included in the consultant's proposal.

J. Consultant Agreement

The City's standard consultant services agreement is attached as Attachment 7. Please identify if your firm would have any issues with the provisions of the City's standard consulting services agreement.

**Evaluation Criteria**

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

- Qualifications and experience of key individuals, including the Project Manager and key analysts (30%)
- Capabilities and resources of the firm (15%)
- Project understating and detailed scope of work (20%)
- Work sample and demonstrated ability to produce an effective quality document that has an excellent summary, a minimum of authors and styles, effective, cogent and well distilled data analysis, focus on relevant issues, excellent graphics, well explained and articulated decisions, and quality control. (10%)
- Cost and schedule for completion of work (25%)

The above selection criteria is provided to assist proposers, and is not meant to limit other considerations that may become apparent during the course of the selection process. The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award a contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services. The City of Fort Bragg reserves the right to negotiate with any qualified source or to cancel, in part of or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may choose to interview some or all of the proposers. The City may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

**Background Studies**

The City is aware that additional and/or updated studies may need to be completed as part of the EIR review process. The cost for preparing additional studies should not be included in the scope of work or the budget. However, the consultant should list studies that it anticipates will be required for the EIR analysis. The City may choose to contract these studies with the selected firm or to other consultant firms.

Following is a list of technical information that is currently available. Once hired, the consultant will be required to review all relevant background materials, including the technical documents. Data contained therein shall be used to identify outstanding issues that require further analysis, and the technical information shall be utilized during preparation of the EIR.

**Archaeological Studies**

Ganda, 2010. *Archaeological Extended Phase I Studies Within the Northern Portion of the Georgia-Pacific Corporation Property, Fort Bragg, Mendocino County, California*, March 2010 SWCA Environmental Consultants (SWCA). 2009. *Paleontological Resources Assessment Report for the North Fort Bragg Coastal Restoration and Trail Project, City of Fort Bragg, Mendocino County, California*.

Tiley, S. and H. Renick. June 2015. *Ethnographic Report for the Fort Bragg Coastal Trail Restoration and Parkland Property: All That Stuff is Worth Remembering*.

TRC. 2003. *Archaeological Survey of the Georgia Pacific Lumber Mill Fort Bragg, California*. TRC Companies, Inc. March.

TRC. 2004a. *Phase I Environmental Site Assessment, Georgia-Pacific California Wood Products Manufacturing Division, 90 West Redwood Avenue, Fort Bragg, California*. Prepared for



- Georgia-Pacific Corporation, 133 Peachtree Street, NE, Atlanta, Georgia. Project No. 41-041901. TRC Companies, Inc. March.
- TRC. 2004b. Phase II Environmental Site Assessment, Georgia-Pacific, 90 West Redwood Avenue, Fort Bragg, California 95437. Prepared for Georgia-Pacific, 133 Peachtree Street, NE, Atlanta, Georgia. Project No. 41-041908. TRC Companies, Inc. May 14.
- TRC. 2004c. Additional Site Assessment Report, Georgia Pacific Former Sawmill Site, 90 West Redwood Avenue, Fort Bragg, California. Prepared for Georgia-Pacific, 133 Peachtree Street, NE, Atlanta, Georgia. October.
- Van Bueren, T.M. and S. Carmack. 2011. Historical Resources Evaluation Report for the Fort Bragg Coastal Restoration and Trail Project, City of Fort Bragg, Mendocino County, California.
- Van Bueren, T.M. 2011. Draft Historic Property Treatment Plan for the Fort Bragg Coastal Trail Project in the City of Fort Bragg, California.

## Biological Studies

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Marie Jones. 2017 *Joint City Council & Planning Commission Work Session Regarding Possible Future Daylighting Of Creeks On Mill Site*, March

### **Non-Site Specific**

*Municipal Services Review*, City of Fort Bragg, 2017  
*Storm Drainage Master Plan*, Winzler & Kelly, 2004  
*Coastal General Plan*, City of Fort Bragg, 2008  
*Coastal Land Use and Development Code*, City of Fort Bragg, 2008  
*Coastal General Plan*, City of Fort Bragg,  
CAD drainage maps, City of Fort Bragg Public Works Department, 2008

A partial list of documents are available for review on the City's website:

[www.cityfortbragg.com/departments/community-development](http://www.cityfortbragg.com/departments/community-development)

A full list will be available at the project pre-proposal meeting on November 4, 2022.

### **Attachments**

Attachment 1 – Kennedy Jenks Technical Memorandum

Attachment 2 - Brief analysis of project compliance with Fort Bragg's Certified LCP

Attachment 3 – Creek Daylighting Staff Report & Attachments

Attachment 4 – Army Corp Wetland Delineation

Attachment 5 – Conceptual Schedule

Attachment 6 – Draft OU-E RAP

Figure 1 Context Map

Figure 2 Existing Conditions

Figure 3 Sensitive Plant Communities

Figure 4 Special Status Plant Species

Figure 5 Site Geology

Figure 6 Site Hydrology

Figure 7 Site Drainage

Figure 8 Operable Units

Attachment 7 - City's Standard Professional Services Agreement and insurance requirements. If the consultant team has any issues with the City's requirements, these issues must be explicitly identified in the proposal.



**City of Fort Bragg**  
**Request for Proposals**

**Environmental Impact Report**  
**Mill Pond Remediation Project**

**Written Questions Due: October 14, 2022**  
**Response to Questions Posted: October 28, 2022**  
**Pre-Proposal Meeting: November 4, 2022**  
**Proposals Due: November 18, 2022**  
**Interviews: December 7, 2022**

## Summary of Comments on CITY OF FORT BRAGG

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## Introduction & Background

The City of Fort Bragg has received an application from Mendocino Railway for a Coastal Development Permit (CDP) to provide remediation and dam stabilization improvements on part of the former Georgia Pacific Mill Site. A detailed project description can be found at Attachment 6. In addition to needing a CDP from the City for compliance with the Local Coastal Program (LCP) requirements, the remediation work also requires:

- California Department of Toxic Substance Control (DTSC) consideration of a Remedial Action Plan (RAP) for the Remediation of Operable Unit E;
- Division of Safety of Dams (DSOD) consideration of a Pond 8 Dam Structural Stabilization Project;

The City is seeking proposal from qualified environmental consulting firms to prepare a project level Environmental Impact Report (EIR) for this project.

### Project Location

The City of Fort Bragg is located on the north coast of Mendocino County, California. Historically, the local economy has been primarily resource dependent, with the first timber mill established in 1853. However, these industries have been in decline for years, reflecting a national trend in many rural areas. In 2002, a 415-acre mill site operated by Georgia Pacific closed. This area comprises about a third of the land area of the City of Fort Bragg, and is located entirely on the west side of CA Hwy 1 overlooking the Pacific Ocean (Figure 1). Tourism, recreation-based businesses, and some light manufacturing are now the primary source of economic activity.

The 35-acre project site is situated in the central portion of the former Georgia Pacific Timber Facility (Mill Site) on a coastal terrace. The project site has elevations ranging from 0' at the beach, to 40' at the coastal bluffs. The Pacific Ocean is immediately to the west, and the Noyo Headlands Park trail is to the north, south, and east. Notable features include:

- Soldier Bay and beach, located to the west and north of the project site;
- The City's wastewater treatment facility, located on the bluff tops to the south west;
- Maple Creek riparian area, located south east of the project site;
- Alder Creek drainage area, located northeast of the project site;
- Downtown Fort Bragg located east and northeast of the project site; and

The proposed project is the culmination of several years of coordination between multiple agencies, including DSOD, DTSC, Regional Water Quality Control Board (RWQCB), California Coastal Commission, and the City of Fort Bragg (City). Coordination was previously completed under Georgia-Pacific, LLC ownership and will continue under Mendocino Railway ownership.

### Project Objectives


The requested CEQA document is associated with a Coastal Development Permit (CDP) for the proposed mill pond dam improvement project. CDPs are a discretionary land use permit that authorizes development within the coastal zone, and subject to compliance with any conditions of approval imposed on the permit. The overall project objectives include: 1) the project is consistent with the regulatory requirements of the Lead Agency, Responsible Agencies and Trustee Agencies; 2) the project is protective of human and ecological health; 3) the project will result in effective flood control and water quality benefits.

### Department of Toxic Substance Control


Following decades of timber mill operations, the Mill Site required substantial environmental cleanup of hazardous materials and the City invoked the [Polanco Redevelopment Act](#) bringing cleanup efforts under the oversight of California's Department of Toxic Substance Control (DTSC). To help organize the investigation and remediation, DTSC divided the Mill Site into five geographic areas called Operable Units (OU-A, OU-B, OU-C, OU-D, OU-E). Currently most of the 415-acre Mill




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 Number: 1      Author: Kennedy Jenks      Date: 9/6/2022 9:13:00 AM  
Suggested addition from 2018 draft RFP


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 Number: 2      Author: Kennedy Jenks      Date: 9/6/2022 9:13:00 AM  
Suggested addition from 2018 draft RFP

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 Number: 3      Author: Kennedy Jenks      Date: 9/6/2022 9:14:00 AM  
There is no portion of the trail to the west of the work area.

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 Number: 4      Author: Kennedy Jenks      Date: 9/6/2022 9:14:00 AM  
Already listed above

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Site has met DTSC clean-up goals, with the majority of the areas needing remedial action sited within OU-E.

OU-E includes several ponds (Ponds 1 through 9, and the North Pond). When the mill was in operation, Pond 8 (also called the “Mill Pond”) was used for log storage, Pond 9 was available for fire protection, Ponds 1, 2, 3, 4, 5, and 7 were utilized for storm water management, and water used for debarking flowed into Pond 6 and the North Pond. The applicant submitted the *Draft OU-E Remedial Action Plan* (RAP), which identifies the preferred remediation for Pond 8 as leaving sediment containing polychlorinated dibenzo-p-dioxins and polychlorinated dibenzofurans (PCDDs/PCDFs) in place and implementing dam stabilization improvements. The *Draft OU-E RAP* follows evaluation and recommendations presented in the *OU-E Feasibility Study* (FS), which was approved by DTSC on 24 October 2019. DTSC has initiated internal review of the *Draft OU-E RAP* and provided preliminary feedback in a letter on 8 December 2020. DTSC will begin its formal public review process of the OU-E RAP concurrently with the public review period associated with the project level EIR, pursuant to the California Environmental Quality Act (CEQA). The Lead Agency for CEQA is the City of Fort Bragg.

The proposed project area focuses on Pond 8, referred to herein as the “Mill Pond” (Figure 2). This is an ten-acre area in the central portion of the Mill Site comprised of the Mill Pond and the Mill Pond Dam, which includes a crib wall, spillway, and earthen fill dam. The area surrounding the Mill Pond and Mill Pond Dam includes a beach berm, wetlands, and drainage catch. Stormwater from the City of Fort Bragg discharges to the Mill Pond and flows over the spillway, across the beach, and into the Pacific Ocean. Design and construction of the crib wall occurred over 130 years ago and are undocumented, resulting in a request for stabilization of the crib wall from DSOD. In 2014, Georgia Pacific completed an interim dam maintenance project, which included repairs to the Dam Spillway and the Crib Wall. The north section of the earthen dam was modified in the past to accommodate building foundations and other structures, introducing retaining walls and creating a relatively thinner berm cross section. Design and construction of retaining walls were undocumented. Structures in this area have since been removed. Seismic stability analysis of the earthen berm in this area indicates the presence of underlying weak soils with the potential to liquify during an earthquake, resulting in a request for stabilization of the north section of the earthen berm from DSOD. Other notable facts related to the Mill Ponds include:


- Pond 8 collects stormwater from the Mill Site and the City of Fort Bragg; historically, Pond 8 served as the on-site log pond and the water was utilized operating the hydraulic debarker. The dam and spillway control water levels in the pond.
- Currently, the Mill Pond functions primarily for stormwater treatment. Approximately 70% of the current flow through the pond comes from storm water runoff from Fort Bragg streets and surfaces (over a third of the City's stormwater). The remaining 30% of flow is runoff from the Mill Site.
- The Mill Pond has filled with sediment over the decades and could more properly be characterized as an “upland marsh” in terms of its ecological function; offering habitat for water fowl and amphibians.

### **Project History**

Since the mill site ceased operations in 2002, the City and Mill Site property owner (formerly Georgia Pacific, currently Mendocino Railway) have undertaken a considerable amount of effort to envision and plan for the future redevelopment of the site, including the following:

- In 2009, the City and Georgia Pacific worked together to complete the transaction for the public acquisition of Noyo Headland Park, which has subsequently been constructed by the City of Fort Bragg and is now open for public access.

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 Number: 1      Author: Kennedy Jenks      Date: 9/6/2022 9:21:00 AM  
Dam stabilization project does not affect Pond 6. Made suggestions to improve accuracy of project area description.

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- 1 Since 2006, the City and Georgia Pacific have worked collaboratively on the environmental remediation process for the entire Mill Site, with the Department of Toxic Substances Control (DTSC) as the lead agency. Over 90 percent of the site is now fully remediated, leaving only portions of OUE that still require remediation.
- Since acquiring the property, Mendocino Railway has continued discussions with the City.
  - Over the years the community has held various discussions about the creation of a more natural drainage feature in the central area of the site. Various reconfigurations of the site have been proposed and explored by community groups, Georgia-Pacific and City Council.



## EIR Objectives

The purpose of the EIR is to identify potentially significant environmental issues and impacts associated with Mendocino Railway's proposed Mill Pond Remediation and Dam Stabilization Project. This proposed project has a dual purpose of meeting DSOD requirements for structural improvements and meeting DTSC requirements for remedial action. Improvements to the Mill Pond Dam are required to implement the preferred remedial action for Pond 8 (Institutional Control / Containment Alternative). The Institutional Controls / Containment method was proposed in the approved *Final Feasibility Study Operable Unit E (September 2019)*, and is further outlined in the *Draft Remedial Action Plan Operable Unit-E (October 2020)*.

The final remedial action project is required to meet the regulatory requirements of all permitting agencies, and be consistent with the City's objectives for the area and the remediation process, ultimately achieving the following objectives:

### 1. Consistency with Regulatory Requirements

Analyze the proposed project, and all project alternatives, for consistency with the regulatory requirements of all relevant permitting agencies, which may include:

- **City of Fort Bragg:** A Coastal Development Permit is required to analyze the project's compliance with City's certified Local Coastal Program. If the project is approved by the City of Fort Bragg, the entire project is appealable to the California Coastal Commission;



- **Department of Toxic and Substance Control:** Retains oversight of hazardous material removal/remediation and approval of the Remedial Action Plan for OU-E;
- **Department of Fish and Wildlife:** A Clean Water Act Section 1602 Lake or Streambed Alteration Agreement may be required for one or more components of the project include changes to the Mill Pond configuration (as part of the proposed project) and/or changes to the underground Alder or Maple drainages (alternatives). In addition, Section 2081 take permit may be necessary if the project causes impacts to nesting areas for identified State listed avian species or take of State listed plants or wildlife species;
- **Army Corp of Engineers:** The proposed project includes the placement of a weir and is considered wetland fill. Other project alternatives may also require a Section 404 Permit;
- **Regional Water Quality Control Board:** Section 401 certification will be necessary if the project involves discharge of dredged or fill materials into the ocean, if dredging of the Mill Pond is necessary, or if wetlands are filled as part of the project.
- **Division of Safety of Dams:** DSOD has determined that the Mill Pond dam would be structurally unsound in a maximum credible earthquake (8.0). The intention of the proposed dam improvement project is twofold: 1) structurally stabilize the dam; and 2) create a smaller area contained by the dam in order to remove the dam from DSOD jurisdiction;
- **California State Water Resources Control Board:** The Division of Water Rights will need to be consulted if water is stored;
- **National Oceanic and Atmospheric Administration:** A permit may be required related to federally threatened and endangered species. For example, if pelagic fish (Coho and Steelhead Salmon) access is introduced into a day-lighted creek system that terminates in an underground City storm drain system.
- **US Environmental Protection Agency:** A National Pollutant Discharge Elimination System will be necessary to address changes to City and/or Mill Site stormwater management system.

**2. Seamless Coordination with DTSC and Processing Remedial Action Plan (RAP) for OU-E.**

The environmental consulting team will work closely with the applicant's remediation specialists (Kennedy/Jenks Consultants) and DTSC on the process for environmental review of the RAP.

**3. Public Involvement in Environmental Review Process.**

Fort Bragg and coastal residents have invested significant time and resources to the clean-up and reuse of the Mill Site. It is of the utmost importance to provide a comprehensive public participation process. The City and DTSC have held a number of public workshops and hearings over the years regarding remediation and reuse of the Mill Pond area, specifically. At a minimum, the public participation effort should include one informal information session, a public scoping workshop, a public meeting on the Draft EIR and a public hearing on the Final EIR. Public participation efforts will need to be coordinated with the City's Coastal Development Permit process, as well as DTSC's OU-E RAP process.

**4. Complete Understanding of the City's Local Coastal Program Requirements.**

The City's Local Coastal Program (LCP) controls development in the coastal zone, providing guidance for future development and protection of coastal resources; it is comprised of a Land Use Plan (LUP) and Implementation Program (IP). The City's LUP includes the Coastal General Plan and Land Use Map, while the City's IP includes the Coastal Land Use and Development Code and Zoning District Map. A Local Coastal Program grants the City permitting authority over most development, however, the Coastal Commission retains permanent jurisdiction on tidelands, submerged land, public trusts and will act on appeals from local decisions on this project.

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## EIR Analysis

A comprehensive EIR addressing all topic areas, with a range of feasible alternatives, is required. While the City has not undertaken a formal scoping process, several potential environmental impacts have been identified, which will require significant analysis:

### **Proposed Mill Pond Dam Improvement Project.**

Mendocino Railway, successor to Georgia-Pacific, plans to implement remediation of Pond 8 as described in the *Final Feasibility Study Operable Unit E* and *Draft OU-E RAP*, which both recommend the Institutional Control / Containment alternative, reflected in the proposed project. This project proposes to address California Division of Safety of Dams (DSOD) requirements to meet the criteria for non-jurisdictional dams by hydraulically dividing Pond 8 into two smaller ponds. A Rock Slope Protection (RSP) buttress and earthen ground construction techniques are also being proposed to improve the seismic stability of the Mill Pond Dam. The proposed project has a dual purpose of meeting DSOD requirements for structural improvements and meeting DTSC requirements for remedial action. Improvements to the Mill Pond Dam are required to implement the preferred remedial action for sediment in Pond 8. The applicant has developed 60 percent design drawings for structural improvements and division of Pond 8. However, this conceptual design may be revised through additional engineering or in response to analysis in the EIR. The work areas proposed in the 60 percent design drawings are exclusively on property privately-held by Mendocino Railway.

### **Robust Analysis of Project Alternatives**


Fort Bragg serves as the primary commercial center for the Mendocino coastal region, and the future use of the Mill Site is important to the entire region. Extensive community engagement has taken place related to reuse of the site since Georgia Pacific closed the timber facility in 2002. The community has long awaited the remediation of OU-E, and it is important that the EIR provide robust analysis on project alternatives; to foster public participation and informed decision-making. There is strong community sentiment that environmental remediation of Mill Pond area be protective of human health and the environment.

The following alternative projects are provided as a starting point. City Council will provide direction on the alternative project description to be evaluated at a future date, based on input received during public scoping session, expertise of selected environmental consulting team, and staff recommendation.

- Feasibility of Crib Wall Replacement. The Crib Wall Replacement alternative would involve installation of a temporary coffer dam to isolate the crib wall. The crib wall would be removed and replaced with a steel reinforced concrete structure.
- Feasibility of Roller Compacted Buttress. The Roller Compacted Buttress alternative would involve installation of a roller compacted concrete structure along the north berm of the dam, in the place of the planned foundation improvements and soil buttress.
- **Feasibility of Full Restoration Project Alternative.** The full restoration project alternative would involve dam and beach berm dismantlement, the area thoroughly cleaned of toxic contamination. The daylighting of Maple and Alder Creeks, restoring tidal flows, marshes and wetlands, and establishing public access would also be included.
- **Feasibility of Partial Restoration Project Alternative #1.** A partial restoration project alternative would consider a creative solution to the full restoration alternative, possibly limiting creek daylighting activities, wetland restoration and providing limited public access.




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 Number: 1      Author: Kennedy Jenks      Date: 9/6/2022 9:25:00 AM

This will be evident in the public participation process and should not be presented as a position of the lead agency performing the environmental review.

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 Number: 2      Author: Kennedy Jenks      Date: 9/8/2022 10:46:00 AM

Request inclusion of these engineered alternative consistent with previous discussion with DSOD.

- **Feasibility of Partial Restoration Project Alternative #2.** A second partial restoration project alternative may consider alternative construction techniques, relocating aquatic sediment to other portions of the Mill Site, and providing public access in some way.

1

## **Potential Environmental Impacts**

**Coastal Resources.** Establishing and protecting public access to the coast is an important aspect of the Coastal Act. The public was unable to access this part of the coastline for generations. Since the mill's closure, the City has established the Noyo Headlands Park, which stretches the length of the Mill Site property along the coastal bluffs, and includes amenities such as a multi-use trail, artist benches, picnic tables, and restrooms. The proposed dam improvement project includes adding additional armoring to an approximately 130-foot-long section of the beach, removal of debris and former Mill equipment, and stabilize the dam facilitating safer public use of the coastline.

**Biological Resources.** The Mill Site in general, and the project area specifically, contain a number of sensitive species, including those listed below:


- **Wetlands.** The project is located within an area of extensive wetlands including Army Corp and Coastal Act Wetlands (see Attachment 3). The proposed project and the proposed project alternatives have the potential to result in either the elimination of wetlands and/or temporary disturbance of wetlands. Wetland mitigation will be required for the project and project alternatives. Consultation with the appropriate agencies will be an important part of identifying and addressing environmental impacts to wetlands and wetland species.
- **Special Status Wildlife.** Special status bird species observed on or adjacent to the Mill Site include: California brown pelican, white-tailed kite, northern harrier, American peregrine falcon, black oystercatcher, and Bryant's savannah sparrow. Special status mammal species with a high potential to occur on the Mill Site include: Pacific harbor seal, long-eared myotis (a type of bat), fringed myotis, and the long legged myotis.
- **Special Status Plant Communities.** The Mill Site contains five sensitive plant communities, including: coastal terrace prairie, northern coastal bluff scrub, north coast riparian scrub, aquatic plant communities, freshwater seeps, seasonal riparian wetlands, and season wetland ditch. The project site includes three sensitive plant communities: freshwater seeps, riparian wetland, and season wetland ditch.
- **Special Status Plant Species.** The larger Mill Site is habitat for five identified special status plants: Blasdale's bent grass, Mendocino coast Indian paintbrush, wallflower, and short leaved evax and Vancouver rye strand. Past botanical studies conducted within Mill Pond area identified the special status plant - Vancouver Rye Strand. An updated biological study has been requested.

**Cultural Resources.** Multiple rounds of archeological analysis of the project site have been completed, and have identified some areas of the Mill Site as having the potential for significant cultural resources. Project alternatives that include establishment of a new creek bed, for example, may result in the need to remove and/or disturb cultural resources. These potential impacts will need to be analyzed and the City will need to undertake consultation with the Sherwood Band of Pomo Indians regarding this project. Per Public Resources Code Section 5024 consultation with State Historic Preservation Office (SHPO) is required. Consultant would be responsible for SHPO consultation. City staff, with Consultant participation, will coordinate formal Government-to-Government consultation between the City of Fort Bragg and Sherwood Band of Pomo Indians.


**Sea Level Rise, Tsunami Hazards, and Increased Erosion.** The City of Fort Bragg is located just on shore from the California Triple Junction a place of significant geotechnical subduction with the potential to generate a tsunami event on site. The EIR should analyze the potential impact of tsunami and earthquake events on the proposed project and project alternatives.3 Sea Level rise

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 Number: 1      Author: Kennedy Jenks      Date: 9/6/2022 9:32:00 AM  
Suggest defining what "thoroughly cleaned" means, tied to DTSC criteria.

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 Number: 2      Author: Kennedy Jenks      Date: 9/6/2022 9:33:00 AM  
It is understood that public access to beaches is protected. However, the Mill Site property is privately held, surrounded by public access points, and alternatives proposing public access will need to account for this when developing alternatives.

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 Number: 3      Author: Kennedy Jenks      Date: 9/6/2022 9:25:00 AM  
Suggested addition from 2018 draft RFP

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may also have the potential to impact the stability of portions of the project site that could be inundated by sea level rise or could be impacted by storm surge due to sea level rise.

**Circulation.** Project alternatives that require the removal of significant quantities of sediment and/or soil from the site will have impacts on traffic and transportation; especially the removal of the Mill Pond sediment would result in significant trip generation over many months, with the potential for significant environmental (e.g., due to green house gas emissions) and local traffic impacts. Regardless of project alternative, pedestrian access to the trails on Noyo Headlands Park and pedestrian circulation connecting the northern and southern portions of Noyo Headlands Park must be considered.

### **Consultant Qualifications & Capabilities**

The consultant team will be under contract with the City of Fort Bragg, and the work of the environmental review team will be managed by the City. The City will process the coastal development permit project and will act as the Lead Agency for the associated environmental review. DTSC and DSOD will be Responsible Agencies. The following agencies are Trustee Agencies with regard to the project: California Coastal Commission, Department of Fish and Wildlife, Army Corp of Engineers, and the Regional Water Quality Control Board.

### **Preferred Consultant Skills and Experience**

The City is looking for a consultant team with the following qualities:

- A project manager with direct experience completing EIRs for projects within the California coastal zone, and success at working with a consultant team to identify environmental issues early in the process that result in self-mitigating design changes to the project as feasible.
- Team members with experience in environmental review of remediation projects and coordination with DTSC.
- Team members with experience in the environmental review of wetland fill and wetland mitigation projects.
- Team members with experience interpreting biological surveys, specifically botanical, avian, wildlife, and marine mammal surveys.
- Team members with experience analyzing impacts to cultural and archaeological resources.
- Team members with experience analyzing climate change impacts, specifically potential sea level rise and tsunami hazard issues.
- Team members with a successful track record of preparing EIRs that satisfy local, regional, and state environmental laws and regulatory agencies.

### **Scope of Work**

This contract will include the following major tasks listed below, which are detailed in the following section.

1. Project Meeting Kick-off
2. Project Coordination & Project Management
3. Prepare Notice of Preparation (NOP)
4. Evaluate Existing Technical Studies and Incorporate into the Environmental Review
5. Technical Evaluation of Issues & Identification of Additional Technical Information Needed
6. Consultation with Trusted and Responsible Agencies in Coordination with City
7. Public Scoping Session
8. Prepare Administrative Draft EIR: Public Resource Code Sections 15122 through 15131

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9. Respond to Internal Review of Administrative Draft EIR
10. Draft EIR, Notice of Completion and Notice of Availability
11. Public Hearing on DEIR
12. Evaluation of and Response to Comments
13. Respond to Internal Review of Administrative Draft of Response to Comments
14. Prepare Final EIR: Public Resource Code Sections 15122 through 15132
15. Certification Hearing on Final EIR
16. Prepare CEQA Resolution and Findings
17. Prepare Statement of Overriding Considerations
18. Presentation of Findings in Public Meetings

#### **1. Project Kickoff**

The consultant will meet with the City to review the scope of work and timeline. Consultant will be provided with a complete set of all technical information.

#### **2. Coordination & Project Management**

Consult, communicate, and meet with staff as often as necessary to verify, refine, and complete the project requirements and review the progress of the project. Initiate consultation with responsible agencies and other involved local, state, federal agencies. The consultant shall develop and maintain a project schedule and prepare status reports submitted to the City on a monthly basis.

#### **3. Prepare and Distribute the Notice of Preparation (NOP)**

The City of Fort Bragg, Mendocino Railway, DTSC, and DSOD are in the process of developing the full project/program description in order to issue the Notice of Preparation (NOP). The selected consultant will review the project description, identify any additional needs, and prepare the draft NOP, including an environmental scoping study that describes the topics to be analyzed in the EIR. Filing responsibilities to appropriate local, State, and Federal agencies will be the Consultants, including a Cc to the City staff identified as project manager.

#### **4. Evaluate Existing Technical Studies and Incorporate into the Environmental Review**

The consultant will review all pertinent documents and existing studies in order to analyze potential project impacts. Based on an evaluation of the existing technical documents and complete project description and the consultant team's recommendations, the City and/or Mendocino Railway will contract with appropriate experts to complete additional technical studies. This incorporation will make every effort to analyze the relevance of the data in the main body of the document and incorporate actual data itself by reference or in an appendix.

#### **5. Technical Evaluation of Issues & Identification of Additional Technical Information**

The consultant shall evaluate all factual information necessary to complete the analyses of issues of concern. The process may include fieldwork, interviews and meetings, map and exhibit preparation. Identification of additional technical information, if needed, to prepare environmental document, including additional botanical, avian, and marine mammal surveys, as well as cultural and archaeological surveys

#### **6. Consultation with Trusted and Responsible Agencies in Coordination with City**

The consultant team will likely need to undertake initial consultations with the following agencies in order to obtain early input and address initial agency concerns:

- California Coastal Commission
- DTSC
- Sherwood Valley Band of Pomo Indians Tribal Council
- State Historic Preservation Office
- DSOD

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- North Coast Regional Water Quality Control Board
- State Water Resources Control Board
- California Department of Fish & Wildlife
- U. S. Fish and Wildlife Service
- U. S. Army Corp of Engineers
- Caltrans

## **7. Public Scoping Session**

Participate in one or two public scoping meetings. Because of the extensive public interest in and scope of the project, the City will hold at least one and possibly two public meetings to receive comments from the public on the proposed scope of the EIR. The consultant will be responsible for developing and presenting materials and information. The consultant will prepare a written summary of environmental issues raised at the scoping meetings. Additional scoping meetings with staff, public agencies, and the project proponents may be conducted at the discretion of the consultant.

## **8. Prepare Administrative Draft EIR: PRC Sections 15122 through 15131**

Prepare and submit an electronic version in Microsoft Word, plus two hard copies of an Administrative Draft EIR (ADEIR) to the City of Fort Bragg for review. The ADEIR will include an executive summary and a summary table of impacts and mitigation measures to facilitate comparison of impacts among the alternatives.

## **9. Respond to Internal Review of Administrative Draft EIR**

City Staff will consolidate the comments from all agencies and prepare one set of comments for incorporation into the Draft EIR (DEIR). The consultant will be required to meet with City staff to discuss each section as necessary. City staff modifications must be incorporated into the DEIR. The first required screen-check section will consist of the draft Table of Contents, Project Description, and Environmental Setting. The precise time schedule for screen-checks shall be determined after the project schedule is finalized. The consultant shall inform the City of any circumstances arising that may delay or change the contracted work program.

## **10. Draft EIR, Notice of Completion and Notice of Availability**

Following City review, the consultant will revise the ADEIR based upon the City direction. The consultant will be responsible for providing secure shared electronic access to .pdf of Draft EIR (DEIR), as well as all word processing and graphic files of DEIR. Consultant will provide DEIR electronically (and if requested, in hardcopy) to Trusted and Responsible Agencies, the California State Clearinghouse, Mendocino County, the Applicant, the Applicant's Agent, and the City. Two hardcopies shall be provided for public review at the Fort Bragg Public Library and City Hall. Notice of availability shall be provided to the public concurrently with agency notification, and the public review period shall be between 45-days and 60-days.

## **11. Public Hearing on DEIR**

In accordance with Fort Bragg Municipal Code section 17.72.100E, the City Council is required to hold a public hearing on the Draft EIR **during** the public review period.

## **12. Evaluation of and Response to Comments**

Consultants shall evaluate comments and prepare written responses, pursuant to CEQA. If significant revisions are incorporated into DEIR, the document must be recirculated. \*Public agencies that provided comments shall be responded to in writing at least ten-days prior to decision on Final EIR.

## **13. Respond to Internal Review of Administrative Draft of Response to Comments**

Following City review, consultant will revise the Administrative Draft of Response to Comments, based upon City direction. If comments result in significant changes to DEIR, an administrative



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review of the DEIR by City staff will be necessary, and the document recirculated. The consultant will be responsible for providing secure shared electronic access to .pdf of revised DEIR (or if revisions are limited to a few chapters, only modified chapters), as well as all word processing and graphic files of revised DEIR. Consultant will provide revised DEIR electronically (and if requested, in hardcopy) to Trusted and Responsible Agencies, the California State Clearinghouse, Mendocino County, the Applicant, the Applicant's Agent, and the City. Two hardcopies shall be provided for public review at the Fort Bragg Public Library and City Hall.

**14. Prepare Final EIR: PRC Sections 15122 through 15132**

Consultant will prepare and provide Administrative Draft Final EIR electronically (and if requested, hardcopy) in the form of response to comments/errata document. The City, Responsible Agencies, and Trusted Agencies will have an opportunity to review and comment on the administrative Final EIR. The Final EIR will include as a minimum, the following:

- Draft EIR;
- Provide a list of all persons, organizations, and public agencies commenting;
- Copies of all written comments;
- Responses to all environmental issues raised in the review process; and
- Revisions to the Draft EIR, based on City input.

**15. Certification Hearing on Final EIR**

In accordance with section 17.72.110C, the City Council is required to hold a public hearing on the certification of the final EIR. An additional public hearing will then be held before the Planning Commission on the CDP.

**16. Prepare CEQA Resolution and Required Findings**

The consultant will prepare the findings required by CEQA for certification of the Final EIR.

**17. Prepare Statement of Overriding Considerations**

To the extent, a Statement of Overriding Considerations is necessary; the consultant will prepare the draft statement.

**18. Presentation of Findings in Public Meeting**

The Planning Commission is the decision making body on the CDP, subject to an appeal. City staff believes it is likely this project will be appealed to the City Council. The CDP may also be appealed to the California Coastal Commission.

**Deliverables**

- a) Estimated project timeline
- b) Regular progress meetings with City staff (frequency TBD at Kickoff Meeting)
- c) Participation in a minimum of eight public hearings/meetings – 2 scoping meetings; 2 community meetings, City Council DEIR review hearing; City Council FEIR certification hearing; Planning Commission CDP hearing; City Council CDP hearing on appeal
- d) Administrative Draft EIR
- e) Screencheck Draft EIR
- f) Draft EIR
- g) Administrative Draft Response to Comments
- h) Response to Comments and if significant new information is added, a Revised DEIR
- i) Final EIR
- j) Draft CEQA Resolution, Findings, and Statement of Overriding Considerations

Electronic copies of all deliverables shall be submitted via secured shared drive access.

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## Project Timeline

The consultant solicitation process will culminate in the selection of an environmental review team in December 2022. Technical work is expected to begin immediately thereafter. However, please note the coastal development permit application for the project is not yet complete. The City is waiting to receive additional submittal requirements from the applicant; including an updated biological report (botanical study period generally takes place Feb-August). The EIR approval is expected to occur over an 18-month timeframe. A conceptual schedule for the environmental review is included in this RFP as **Attachment X**.

## RFP Schedule

- Written Questions Due: October 14, 2022
- Response to Written Questions Posted: October 28, 2022
- Pre-Proposal Meeting: November 4, 2022
- Proposals Due: November 18, 2022
- Interviews: December 7, 2022

## Written Questions

Written questions will be accepted through October 14, 2022 and should be directed to:


Sarah McCormick  
Assistant City Manager  
City of Fort Bragg  
416 North Franklin Street  
Fort Bragg, CA 95437  
E-mail: [smccormick@fortbragg.com](mailto:smccormick@fortbragg.com)

Responses to written questions will be posted to the City's website on October 28, 2022. Oral questions will not be taken or answered.

## <sup>1</sup> Proposal Submittal Requirements

1. Proposers should submit completed proposals electronically, and send 3 print copies so that they are received by the City no later than 5:00 p.m. on November 18, 2022 to:  
City of Fort Bragg  
Attention: June Lemos, CMC, City Clerk  
416 North Franklin Street  
Fort Bragg, CA 95437
2. Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper and recycled covers with removable bindings, bound in a single document and organized in sections following the order specified under contents.
3. Contents: Proposal shall contain the following information, in the following order
  - A. Firm Description  
Provide a description of your firm and list relevant information about capabilities, size, rate of services, and length of time in existence.
  - B. Relevant Experience  
The consultant team should have experience in environmental consulting and CEQA. Experience with remediation, DTSC, large public works projects, wetland mitigation and the coastal act are useful. The detail of relevant project experience should highlight projects on which the proposed team members have worked. Please list projects that were completed by the proposed team members first in your

---

 Number: 1      Author: Kennedy Jenks      Date: 9/6/2022 9:27:00 AM  
Add "and site tour" if it will be required

---

proposal, and include a list of the team members that worked on the project, and their role in the project. You may also include relevant project descriptions completed by non-team members; however, these will be given less weight in the review.

C. Key Personnel Qualifications

Identify key personnel who would work on the project, their respective roles, and a synopsis of relevant experience. The project manager should have proven experience in preparing quality EIRs. Experience with projects involving multiple agency approvals would be beneficial.

D. References

List of at least three public agencies or clients for whom similar work has been performed by project team members, with the name, title, e-mail address, and phone number of a contact person. References must be for projects worked on by team members on the proposed team. The City prefers that at least one reference has managed a majority of the key team members on a project. We are looking to know if your team has worked successfully together before.

E. Project Understanding, Approach, and Scope of Work

Please provide an overview of your project understanding and approach. Include a detailed scope of work including all tasks associated with the project, including how you propose to complete each task. Please use the information provided in the RFP and the proposed scope of work identified by the City herein. Feel free to elaborate and provide additional tasks you think might be necessary, however list them as optional tasks and include them in the overall budget as separate line items.

F. Budget and Schedule of Charges

Provide a "Not to Exceed" project budget that details hours and personnel by task. Include also all travel reimbursement and other costs by task. For components for which it is difficult to define the scope of work (such as consultation with resource agencies), please provide an hourly rate only. Most of the progress meetings with City staff can occur as virtual meetings. The consultant shall identify a per hour cost for meeting attendance beyond the identified eight meetings. Please provide a separate budget for optional tasks.

G. Work Schedule

Provide a time schedule for completion of work.

H. Sample Work Product

Please provide one copy of an environmental document (EIR) and associated technical documents prepared by the proposed project manager and key staff and preferably prepared for a public agency for a similar type of project. The sample work product should be provided electronically on a thumb drive.

I. Insurance

The individual or firm receiving the contract shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontracts as set forth in Section 11 of Attachment 7 which is attached hereto and

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incorporated by reference herein. The cost of such insurance shall be included in the consultant's proposal.

J. Consultant Agreement

The City's standard consultant services agreement is attached as Attachment 7. Please identify if your firm would have any issues with the provisions of the City's standard consulting services agreement.

**Evaluation Criteria**

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

- Qualifications and experience of key individuals, including the Project Manager and key analysts (30%)
- Capabilities and resources of the firm (15%)
- Project understating and detailed scope of work (20%)
- Work sample and demonstrated ability to produce an effective quality document that has an excellent summary, a minimum of authors and styles, effective, cogent and well distilled data analysis, focus on relevant issues, excellent graphics, well explained and articulated decisions, and quality control. (10%)
- Cost and schedule for completion of work (25%)

The above selection criteria is provided to assist proposers, and is not meant to limit other considerations that may become apparent during the course of the selection process. The City of Fort Bragg reserves the right to reject any and all proposals. This Request for Proposals does not commit the City to award a contract, pay any costs incurred in the preparation of proposals, or to procure or contract for supplies or services. The City of Fort Bragg reserves the right to negotiate with any qualified source or to cancel, in part of or in its entirety, this Request for Proposals, if it is in the best interest of the City to do so. The City may choose to interview some or all of the proposers. The City may require the selected consultant to participate in negotiations, and submit such price, technical or other revisions of the proposal that may result from negotiations.

**Background Studies**

The City is aware that additional and/or updated studies may need to be completed as part of the EIR review process. The cost for preparing additional studies should not be included in the scope of work or the budget. However, the consultant should list studies that it anticipates will be required for the EIR analysis. The City may choose to contract these studies with the selected firm or to other consultant firms.

Following is a list of technical information that is currently available. Once hired, the consultant will be required to review all relevant background materials, including the technical documents. Data contained therein shall be used to identify outstanding issues that require further analysis, and the technical information shall be utilized during preparation of the EIR.

**Archaeological Studies**

Ganda, 2010. *Archaeological Extended Phase I Studies Within the Northern Portion of the Georgia-Pacific Corporation Property, Fort Bragg, Mendocino County, California*, March 2010 SWCA Environmental Consultants (SWCA). 2009. *Paleontological Resources Assessment Report for the North Fort Bragg Coastal Restoration and Trail Project, City of Fort Bragg, Mendocino County, California*.

Tiley, S. and H. Renick. June 2015. *Ethnographic Report for the Fort Bragg Coastal Trail Restoration and Parkland Property: All That Stuff is Worth Remembering*.

TRC. 2003. *Archaeological Survey of the Georgia Pacific Lumber Mill Fort Bragg, California*. TRC Companies, Inc. March.



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- TRC. 2004a. Phase I Environmental Site Assessment, Georgia-Pacific California Wood Products Manufacturing Division, 90 West Redwood Avenue, Fort Bragg, California. Prepared for Georgia-Pacific Corporation, 133 Peachtree Street, NE, Atlanta, Georgia. Project No. 41-041901. TRC Companies, Inc. March.
- TRC. 2004b. Phase II Environmental Site Assessment, Georgia-Pacific, 90 West Redwood Avenue, Fort Bragg, California 95437. Prepared for Georgia-Pacific, 133 Peachtree Street, NE, Atlanta, Georgia. Project No. 41-041908. TRC Companies, Inc. May 14.
- TRC. 2004c. Additional Site Assessment Report, Georgia Pacific Former Sawmill Site, 90 West Redwood Avenue, Fort Bragg, California. Prepared for Georgia-Pacific, 133 Peachtree Street, NE, Atlanta, Georgia. October.
- Van Bueren, T.M. and S. Carmack. 2011. Historical Resources Evaluation Report for the Fort Bragg Coastal Restoration and Trail Project, City of Fort Bragg, Mendocino County, California.
- Van Bueren, T.M. 2011. Draft Historic Property Treatment Plan for the Fort Bragg Coastal Trail Project in the City of Fort Bragg, California.

### Biological Studies

- Acton Mickelson Environmental (AME). 2006. *Rocky Intertidal Environmentally Sensitive Habitat Engineering and Biological Assessment for Appeal No. A-1-FTB-05-053*. Prepared for Georgia-Pacific. February 2006.
- Arcadis. 2011. *Environmentally Sensitive Habitat Areas Delineation Report*, Former Georgia-Pacific Wood Products Facility, Fort Bragg, California. Prepared for Georgia-Pacific LLC. April.
- BioConsultant. 2010. *Burrowing Owl (Athene cunicularia) Winter Survey, South Parkland Parcel*. Prepared for Marie Jones, Community Development Director, City of Fort Bragg. February 2010.
- BioConsultant. 2010b. *Burrowing Owl (Athene cunicularia) Breeding Survey, South Parkland Parcel*. Prepared for Marie Jones, Community Development Director, City of Fort Bragg. June 2010.
- Sholars, T. 2005. *Late Season Botanical Survey for the GP Mill Site Bluffs*. Prepared for Georgia-Pacific Corporation. August.
- WRA Environmental Consultants (WRA). 2005. *Biological Assessment, Georgia Pacific Fort Bragg Sawmill Factory, Fort Bragg, Mendocino County, California*. Prepared for Georgia Pacific, Atlanta, Georgia.
- WRA Environmental Consultants, Inc. 2007. *Species lists updated*
- WRA, 2005. *Biological Assessment for the Georgia Pacific Fort Bragg Sawmill*, November
- WRA, Inc., 2006. *Avian Habitat Utilization and Impact Assessment for the Georgia Pacific Mill Site*, January
- WRA, Inc., 2005. *Assessment of Environmentally Sensitive Habitat Areas (ESHAs), Former Georgia Pacific Fort Bragg Sawmill, Fort Bragg, Mendocino County*. Prepared for Georgia Pacific.
- WRA, 2005. *Delineation of Potential Section 404 Jurisdictional Wetlands and Waters for the Former Georgia Pacific Fort Bragg Sawmill*, December
- WRA. 2009. *Delineation of Potential Section 404 Jurisdictional Wetlands and Waters, Former Georgia-Pacific Wood Products Facility, Fort Bragg, Mendocino County, California*. September.
- WRA. 2009. *Fort Bragg Coastal Trail Botanical Study; Glass Beach and Georgia-Pacific Mill, Fort Bragg, Mendocino County, California*. Prepared for SWCA Environmental Consultants. December 2009.
- WRA. 2010. *South Fort Bragg Coastal Trail and Noyo Center Botanical Study and California Coastal Act Wetland Delineation; Southern Section of the Georgia-Pacific Mill, Fort Bragg, Mendocino County, California*. Prepared for City of Fort Bragg. August 2010.

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WRA, Inc., 2008, *Marine Mammal Monitoring Report*.

### **Climate Change Studies**

Fort Bragg, City of. 2012. *City of Fort Bragg Climate Action Plan*.

<https://city.fortbragg.com/DocumentCenter/Home/View/3660>.

Fort Bragg City of. 2008. *Fort Bragg Green House Gas Inventory*

### **Geotechnical & Soil Studies**

BACE Geotechnical. 2004. *Engineering Geologic Reconnaissance Report, Planned Blufftop Access Trail, Georgia-Pacific Property, Fort Bragg, California. Prepared for the City of Fort Bragg. Project No. 11886.1. BACE Geotechnical (a division of Brunsing Associates, Inc.). September.*

Natural Resources Conservation Service. 2002. *Soil Survey for Mendocino County, California, Western Part.*

PWA, 2010. *Tsunami Study*

### **Remediation & Hazard Studies**

Arcadis. 2010. *Site Investigation Work Plan, Operable Unit E – Upland, Former Georgia-Pacific Wood Products Facility, Fort Bragg, California. Prepared for Georgia-Pacific LLC. Arcadis U.S., Inc. May.*

Arcadis. 2011. *Operable Unit E Upland – Site Investigation Sampling Summary, Former Georgia-Pacific Wood Products Facility, Fort Bragg, California. Prepared for Georgia-Pacific LLC. Arcadis U.S., Inc. March 2.*

Arcadis. 2012. *Mill Pond (Pond 8) Geotechnical and Chemical Characterization Results, Former Georgia-Pacific Wood Products Facility, Fort Bragg, California. Prepared for Georgia-Pacific LLC. December.*

Arcadis. 2014. *Mill Site Dam Supplemental Site Investigation Work Plan, Former Georgia-Pacific Wood Products Facility, Fort Bragg, California. Prepared for Georgia-Pacific LLC. July.*

Arcadis. 2015. *Baseline Human Health and Ecological Risk Assessment – Operable Unit E, Former Georgia-Pacific Wood Products Facility, Fort Bragg, California. Prepared for Georgia-Pacific LLC. August.*

Arcadis. 2016. *Removal Action Work Plan Operable Unit E, Former Georgia-Pacific Wood Products Facility, Fort Bragg, California. Prepared for Georgia-Pacific LLC. May.*

Kennedy/Jenks Consultants. 2018. *Remedial Action Completion Report for Operable Units OU-C, OU-D, and OU-E, Former Georgia-Pacific Wood Products Facility, Fort Bragg, California. March 12.*

Kennedy Jenks Consultants. 2019. *Final Feasibility Study Operable Unit E: Former Georgia-Pacific Wood Products Facility. September 12.*

Kennedy/Jenks Consultants. 2020. *Draft Remedial Action Plan Operable Unit-E Former Georgia-Pacific Wood Products Facility, Fort Bragg, California. October 14.*

### **Stormwater**

Fort Bragg, City of. 2004. *2004 Storm Drainage Master Plan*.

City of Fort Bragg (City). 2004. *Environmental Assessment. City of Fort Bragg Municipal Improvement District Number 1 Inflow and Infiltration Repair. Prepared by the City of Fort Bragg.*

North Coast Regional Water Quality Control Board. 2011. *Water Quality Control Plan for the North Coast Region, Section 3. Water Quality Objectives.*

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### **Project Alternative Information**

Arcadis 2011. Mill Pond Complex Restoration Draft Conceptual Design, Former Georgia-Pacific Wood Products Facility, Fort Bragg, California. Prepared for Georgia-Pacific LLC, June.

Stetson Engineers. 2006. *Technical Study for the Mill Pond Improvement Project, Georgia-Pacific's Former Sawmill Facility, Fort Bragg, Mendocino County, California*. January 2006.

Stetson Engineers, Inc. 2005. Geotechnical Analysis of Mill Pond.

Georgia-Pacific. 1981. Plant Drain System. Drawing No. 4730, Revision 1. Original scale: 1 inch = 100 feet. Georgia-Pacific Corporation. January 27.

Marie Jones. 2017 *Joint City Council & Planning Commission Work Session Regarding Possible Future Daylighting Of Creeks On Mill Site*, March

### **Non-Site Specific**

*Municipal Services Review*, City of Fort Bragg, 2017

*Storm Drainage Master Plan*, Winzler & Kelly, 2004

*Coastal General Plan*, City of Fort Bragg, 2008

*Coastal Land Use and Development Code*, City of Fort Bragg, 2008

*Coastal General Plan*, City of Fort Bragg,

CAD drainage maps, City of Fort Bragg Public Works Department, 2008

A partial list of documents are available for review on the City's website:

[www.cityfortbragg.com/departments/commnuinty-development](http://www.cityfortbragg.com/departments/commnuinty-development)

A full list will be available at the project pre-proposal meeting on November 4, 2022.

### **Attachments**

Attachment 1 – Kennedy Jenks Technical Memorandum

Attachment 2 - Brief analysis of project compliance with Fort Bragg's Certified LCP

Attachment 3 – Creek Daylighting Staff Report & Attachments

Attachment 4 – Army Corp Wetland Delineation

Attachment 5 – Conceptual Schedule

Attachment 6 – Draft OU-E RAP

- Figure 1 Context Map
- Figure 2 Existing Conditions
- Figure 3 Sensitive Plant Communities
- Figure 4 Special Status Plant Species
- Figure 5 Site Geology
- Figure 6 Site Hydrology
- Figure 7 Site Drainage
- Figure 8 Operable Units

Attachment 7 - City's Standard Professional Services Agreement and insurance requirements. If the consultant team has any issues with the City's requirements, these issues must be explicitly identified in the proposal.

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# City of Fort Bragg

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

## Text File

File Number: 22-449

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 8B.

Receive Report and Consider Adoption of City Council Resolution Declaring a Stage 2 Water Warning and Implementing Stage 2 Mandatory Water Conservation Measures





AGENCY:	City Council
MEETING DATE:	September 12, 2022
DEPARTMENT:	Public Works
PRESENTED BY:	John Smith
EMAIL ADDRESS:	<a href="mailto:jsmith@fortbragg.com">jsmith@fortbragg.com</a>

## AGENDA ITEM SUMMARY

### **TITLE:**

**Receive Report and Consider Adoption of City Council Resolution Declaring a Stage 2 Water Warning and Implementing Stage 2 Mandatory Water Conservation Measures**

### **ISSUE:**

The City of Fort Bragg Municipal Code Chapter 14.06, Water Conservation, sets forth the parameters for the City to declare a water emergency and implement mandatory water conservation consistent with the Stage or level of the emergency. Effective July 12, 2021, changes were approved to the Municipal Code to improve notification of possible drought conditions early, providing earlier warning than in previous years.

The City's remains in a severe drought status according to the United States Department of Agriculture (USDA). Water sources have declined steadily which is typical this time of year. Staff feels it prudent to ask our residents and water customers to target a Stage 2 conservation goal to reduce normal water usage by 10%-20%.

### **ANALYSIS:**

Fort Bragg Municipal Code Chapter 14.06, Water Conservation, was most recently updated July 2021. This update allowed for a five-stage system that provides for early warning to residents of possible water shortage.

The City was very fortunate to receive the late rains this past spring. The rainfall extended our need to require water conservation restrictions. The City's Noyo River source is currently flowing at 2.77 cubic feet per second, or 1.8 million gallons per day. Waterfall Gulch is flowing at 72 gallons per minute and Newman Gulch is flowing at 84 gallons per minute. Combined flows provide approximately 2.0 million gallons per day. Newman and Waterfall flows continue on their downward trend and are much lower compared to previous years. The Noyo River flows have dropped 0.5 cubic feet per second over the past thirty days.

Governor Newsom provided [new statewide emergency water conservation regulations](#) on June 14, banning use of potable water on decorative and non-functional grass at commercial, industrial, and institutional properties. These requirements do not apply to the City, as the City is not an urban water supplier, but we should be mindful of them. City staff began preparation for a drought in February. The reservoir is full, the desalination system is on standby and water conservation packets are available in the Finance Department and at our booth at the Farmers Market.

The City of Fort Bragg's water supply system relies solely on three surface water sources: Waterfall Gulch (tributary to Hare Creek), Newman Gulch (tributary to Noyo River), and the

Noyo River (diversion is at Madsen Hole). In 2015 the City's water supply system could only store small amounts of water that provided enough to maintain proper water system pressure and to provide a safety margin for firefighting flows. Five years later, the City has made great progress with water storage by including an additional 1.5 million gallon finished water storage tank and the Summers Lane Reservoir with a raw water capacity of 14.7 million gallons. This brings our total water storage capacity to 22.6 million gallons.

During the winter and spring, pumping of the Noyo River is used to supplement the Waterfall Gulch and Newman Gulch sources. The two tributary sources generally provide a higher quality of raw water and gravity-feed to the water treatment plant, whereas water from the City's Noyo River diversion must be pumped. As summer progresses and the flows in the tributary streams diminish, the Noyo River diversion is used more frequently and in greater quantities.

By making small reductions in our water usage today, we may avoid a higher level Water Emergency later.

**RECOMMENDED ACTION:**

Adopt Resolution recommending Stage 2 water conservation measures, which target a 10% - 20% decrease in water usage from the same time in the base year.

**ALTERNATIVE ACTION(S):**

1. Do not adopt Resolution.
2. Provide alternative direction to staff.

**FISCAL IMPACT:**

Reduced water usage will affect Water Fund revenues during the time frame customers practice water conservation, however, the water fund's reserves and fund balance can absorb the loss. A small reduction now may mitigate the necessity of more significant mandatory water conservation measures in the future that would have a greater impact on revenue.

**GREENHOUSE GAS EMISSIONS IMPACT:**

Reduced water usage will have an incremental reduction in pumping and water treatment, which will result in a small decrease in the use of electricity and resulting greenhouse gas emissions.

**CONSISTENCY:**

Consistent with Fort Bragg Municipal Code Chapter 14.06.

**IMPLEMENTATION/TIMEFRAMES:**

The request for voluntary compliance with Stage 2 water conservation measures would be immediate and if implemented, water usage will be reduced immediately.

**ATTACHMENTS:**

1. Resolution
2. Noyo River Flows Graph

3. Ordinance 969-2021, Water Conservation

**NOTIFICATION:**

N/A

## RESOLUTION NO. \_\_\_\_-2022

### RESOLUTION OF THE FORT BRAGG CITY COUNCIL CONFIRMING CITY MANAGER'S DECLARATION OF A STAGE 2 WATER WARNING AND IMPLEMENTING MANDATORY STAGE 2 WATER CONSERVATION MEASURES

**WHEREAS**, the City of Fort Bragg (City) has experienced significantly less rainfall over the past several years, placing the City in an extreme drought condition; and

**WHEREAS**, the City was fortunate to have received late rains this past spring extending the need to require more restrictive water conservation restrictions; and

**WHEREAS**, the water flows from the City's three raw water sources continue on a downward trend; and

**WHEREAS**, as of September 6, 2022, the Noyo River's current flow is 2.77 cubic feet per second or 1.8 million gallons per day and has dropped 0.5 cubic feet per second over the past thirty days; and

**WHEREAS**, as of September 2022, total current stream flow at Waterfall Gulch is 72 gallons per minute; and

**WHEREAS**, as of September 2022, total current stream flow at Newman Gulch is 84 gallons per minute; and

**WHEREAS**, the total source water available is approximately 2.0 million gallons per day; and

**WHEREAS**, both Newman and Waterfall flows continue to be impacted by the multiyear drought with much lower flows than previous years; and

**WHEREAS**, the weather forecasts continue to show no significant rainfall in the area in the coming weeks; and

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

1. Fort Bragg Municipal Code Section 14.06.020 sets forth the five water conservation stages for the City of Fort Bragg and provides the City Manager with the authority to determine the appropriate water conservation stage and mandatory water restrictions.
2. The City Manager has considered the low flows in the City's three surface water sources; the short-term and long-term weather forecasts with no measurable rainfall; the lack of other available water sources; drought conditions in the surrounding counties and states; and the need to ensure continued reduction of seasonal water demand by 10-20%.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby declare a Stage 2 Water Warning pursuant to Chapter 14.06 of the Fort Bragg Municipal Code and requires implementation of Stage 2 Water Conservation Measures, as set forth in Fort Bragg Municipal Code section 14.06.050 B.

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 12th day of September, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**RECUSED:**

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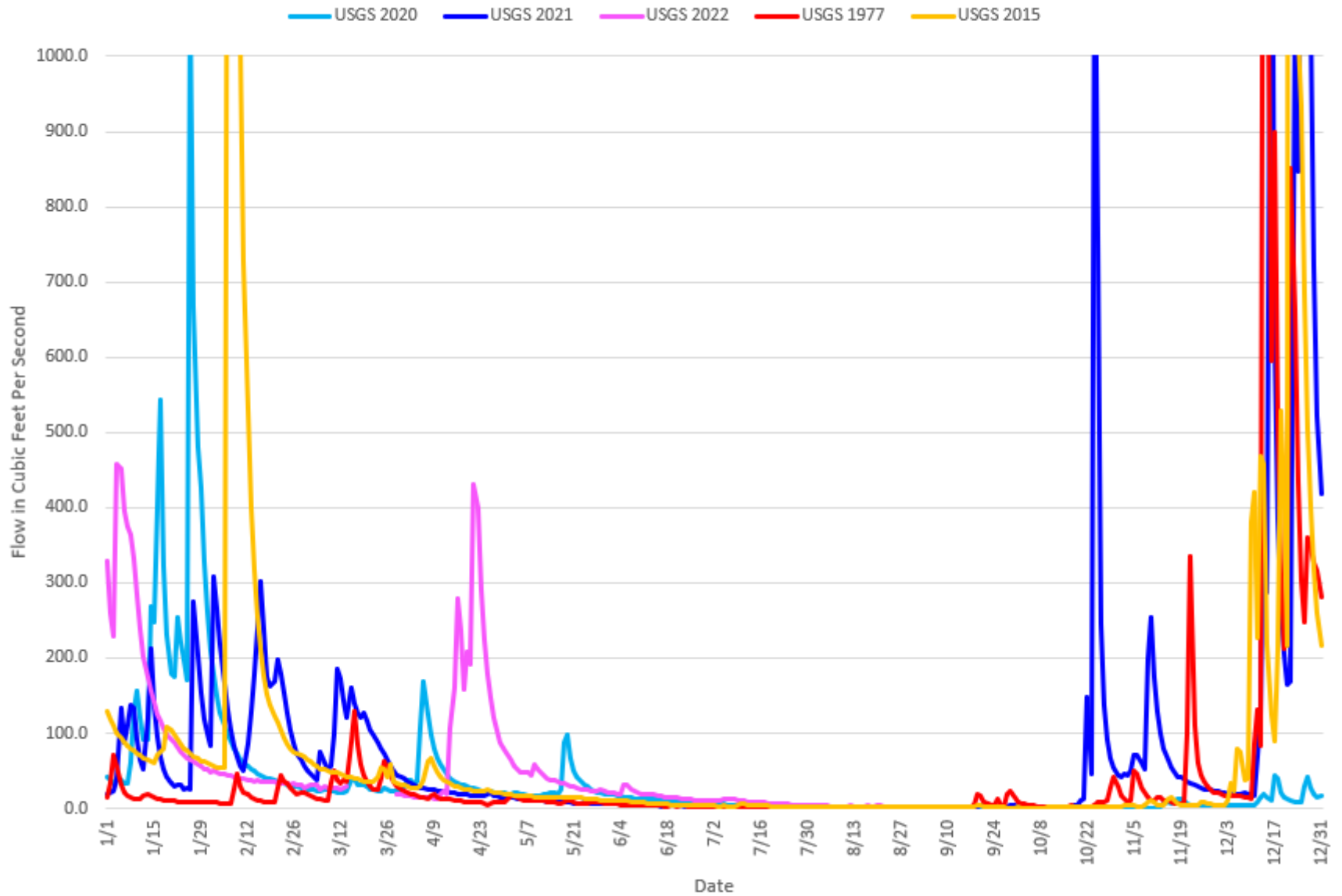
**BERNIE NORVELL**  
Mayor

**ATTEST:**

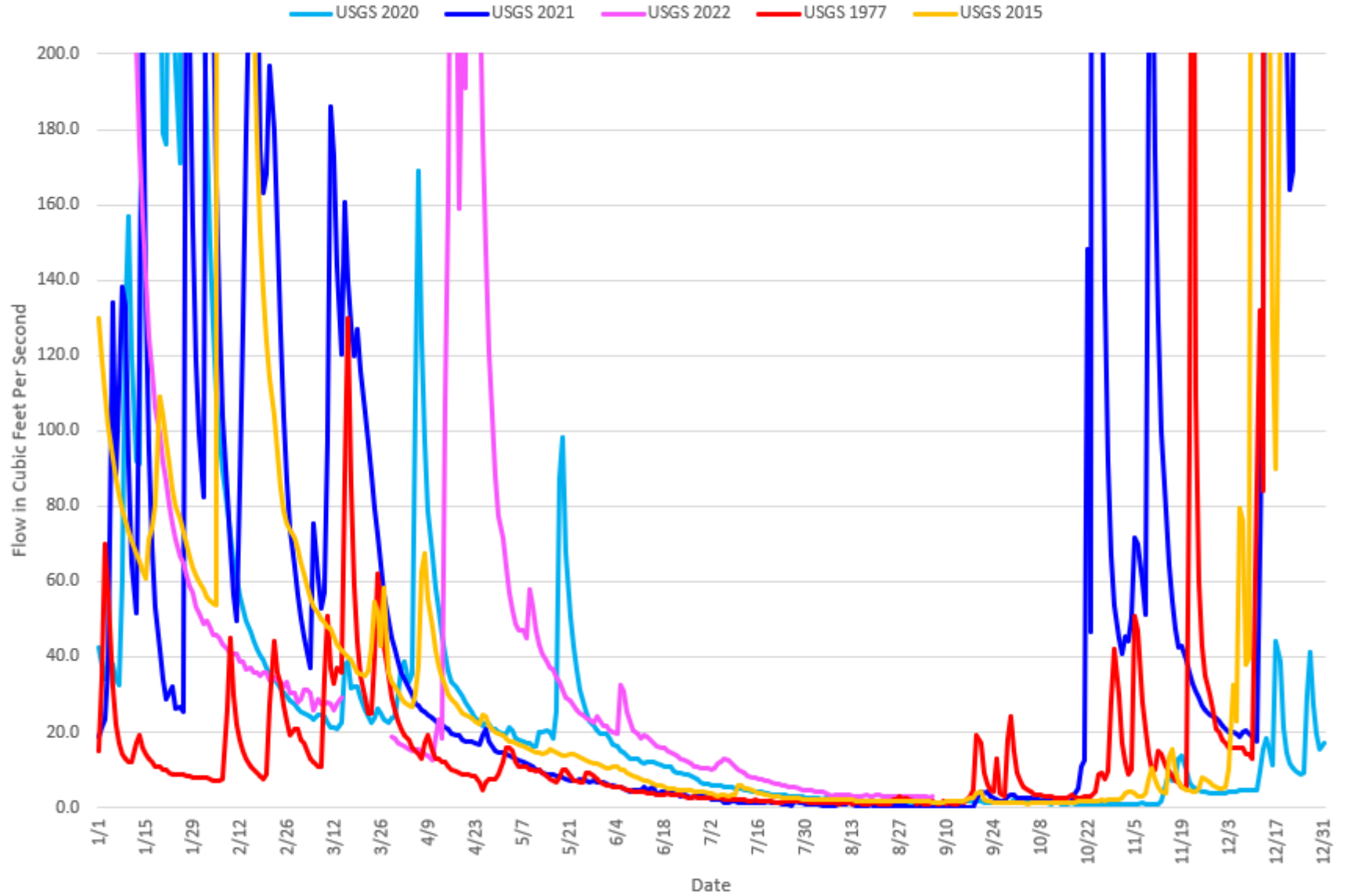
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**June Lemos, MMC**  
City Clerk

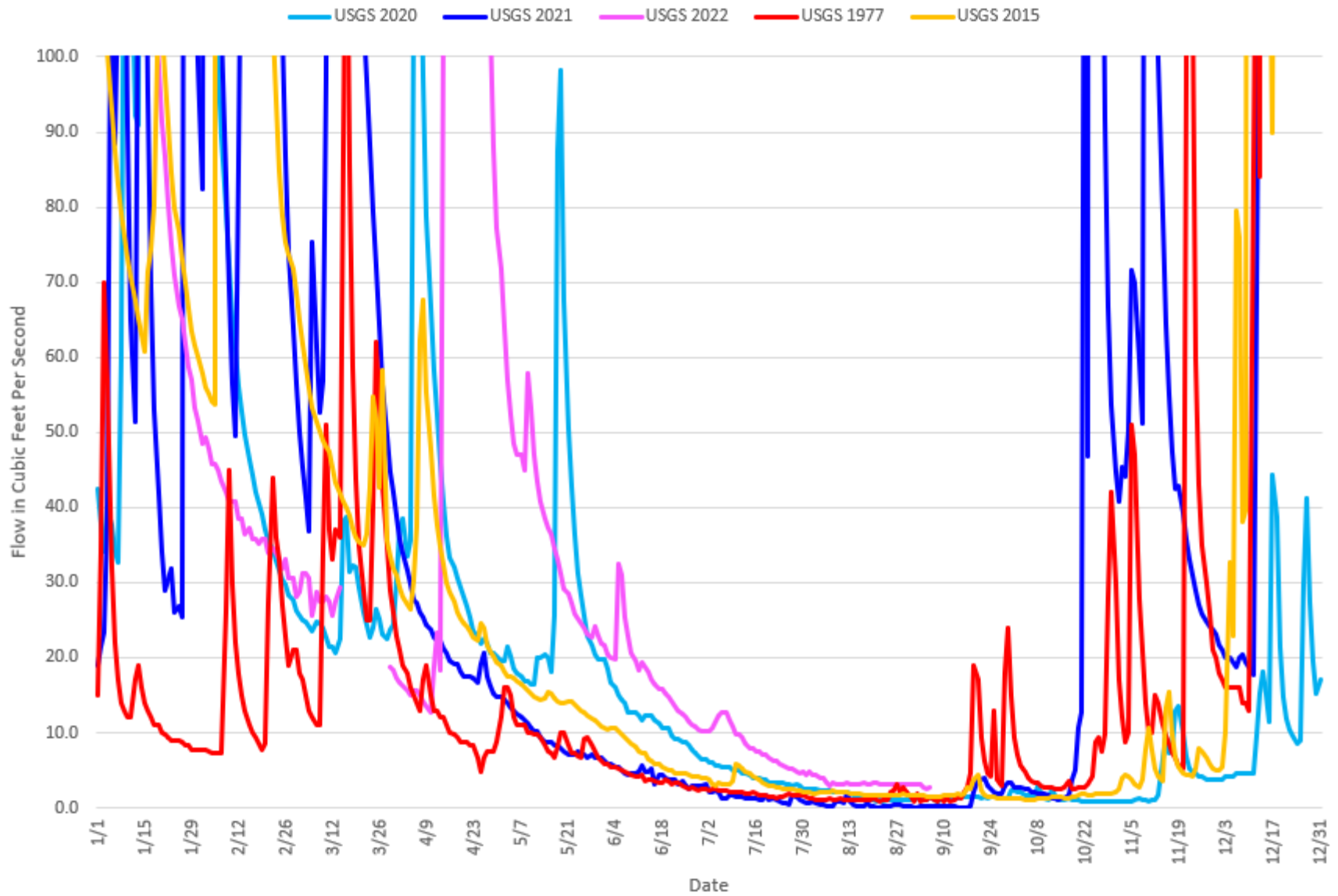
## Noyo Flows



## Noyo Flows

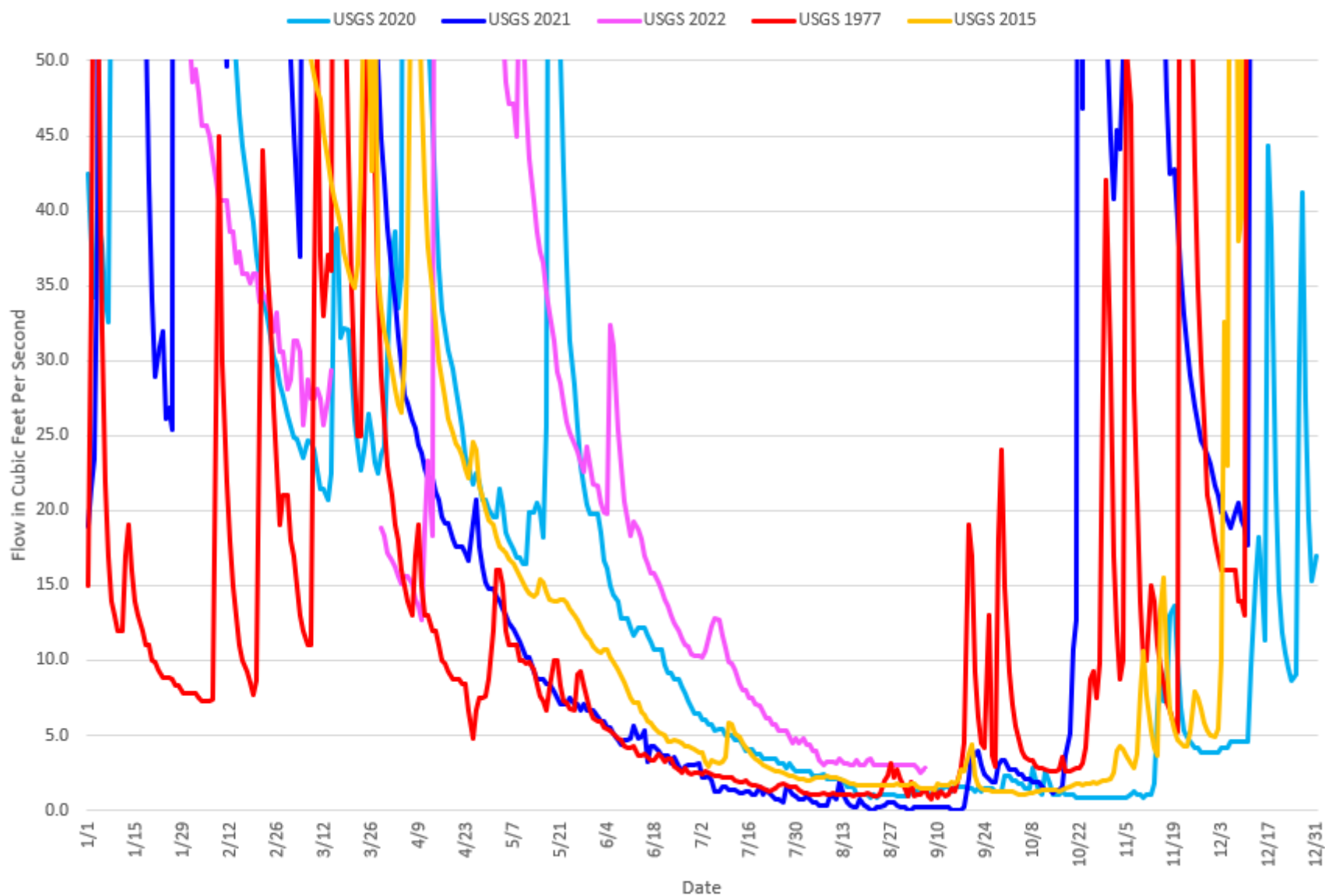


## Noyo Flows

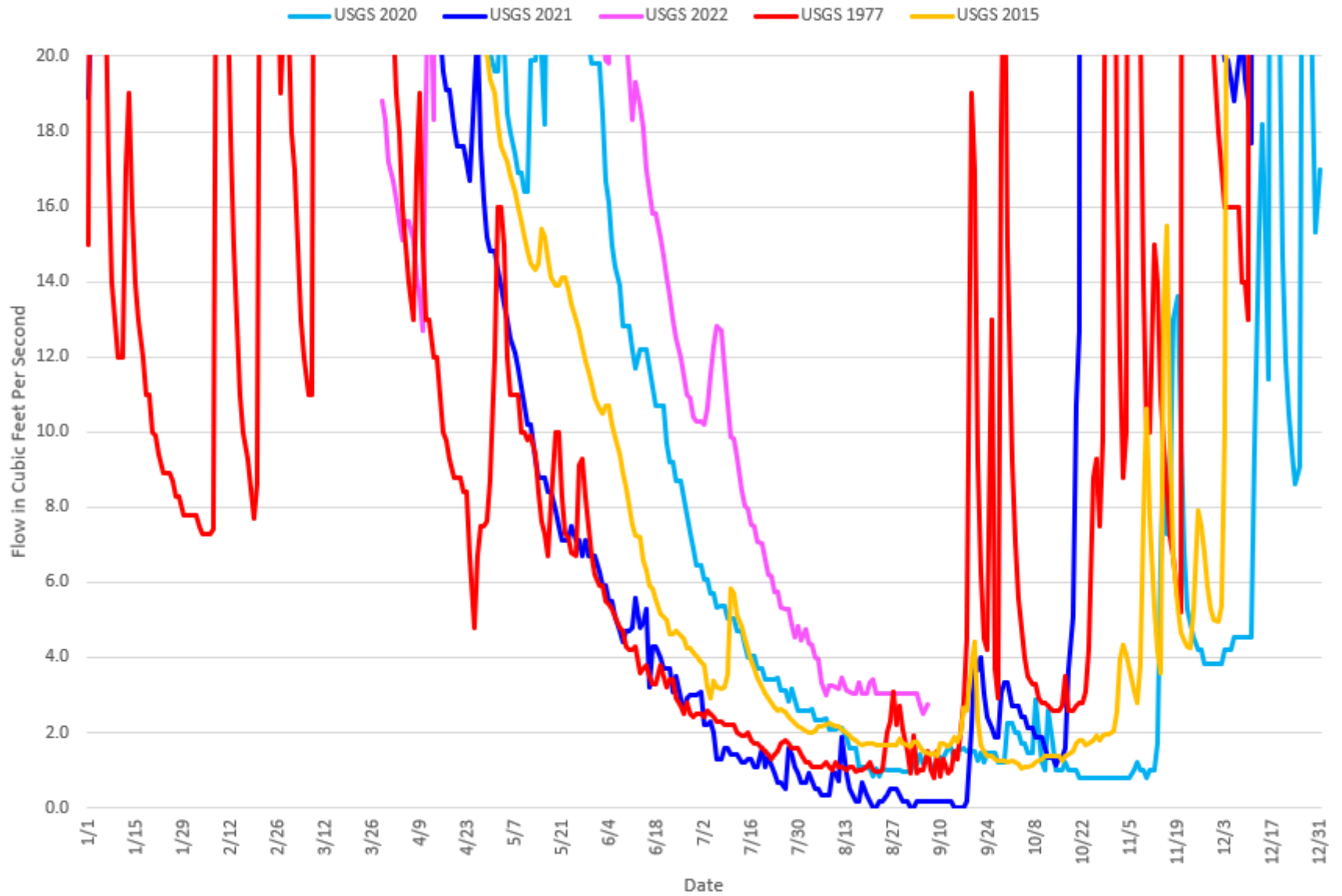




## Noyo Flows



## Noyo Flows



Date	USGS 2020	USGS 2021	USGS 2022	USGS 1977	USGS 2015
8/10	2.1	0.9	3.2	1.2	2.2
8/11	2.1	0.7	3.2	1.1	2.2
8/12	2.1	1.9	3.4	1.1	2.1
8/13	1.9	0.9	3.1	1.0	2.0
8/14	1.6	0.5	3.1	1.1	1.9
8/15	1.6	0.3	3.1	1.1	1.8
8/16	1.6	0.2	3.1	1.0	1.8
8/17	1.1	0.2	3.4	1.0	1.7
8/18	1.1	0.7	3.1	1.0	1.7
8/19	1.1	0.3	3.1	1.1	1.7
8/20	1.1	0.2	3.4	1.2	1.7
8/21	0.8	0.0	3.4	1.0	1.7
8/22	1.1	0.0	3.1	1.0	1.7
8/23	0.8	0.2	3.1	1.0	1.7
8/24	1.0	0.2	3.1	1.0	1.7
8/25	1.0	0.3	3.1	2.0	1.7
8/26	1.0	0.5	3.1	2.3	1.7
8/27	1.0	0.5	3.1	3.1	1.7
8/28	1.0	0.5	3.1	2.2	1.7
8/29	1.0	0.3	3.1	2.7	1.8
8/30	1.0	0.2	3.1	2.1	1.7
8/31	1.0	0.2	3.1	1.5	1.7
9/1	1.0	0.0	3.1	0.9	1.6
9/2	1.2	0.0	3.1	1.9	1.8
9/3	1.2	0.2	3.1	0.9	1.7
9/4	1.4	0.2	2.8	1.0	1.6
9/5	1.2	0.2	2.5	1.0	1.5
9/6	1.4	0.2	2.8	1.5	1.5
9/7	1.1	0.2		1.0	1.4
9/8	0.9	0.2		0.8	1.5
9/9	1.1	0.2		1.5	1.4
9/10	1.4	0.2		0.8	1.7

**BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG**

**AN ORDINANCE AMENDING CHAPTER  
14.06 (WATER CONSERVATION) OF  
TITLE 14 (WATER AND SEWERS) OF  
THE FORT BRAGG MUNICIPAL CODE**

**ORDINANCE NO. 969-2021**

**WHEREAS**, the City of Fort Bragg (City), owns, and through its water division, operates a water system that supplies water at retail to customers within the City's service area, which covers approximately 3,100 acres. The City currently provides water service to approximately 7,500 residents and maintains over 2,900 residential and commercial customer accounts; and

**WHEREAS**, the City's water system draws exclusively on local surface water sources, whose yield varies from year to year and season to season; and

**WHEREAS**, the City's water system is susceptible to water shortages in dry and critically dry years and in periods of prolonged regional drought when water conditions result in low surface flows in the Noyo River, Waterfall Gulch and Newman Gulch; and

**WHEREAS**, during summer and early fall months as the Waterfall Gulch and Newman Gulch tributary stream sources diminish, the diversion of water from the Noyo River is used more frequently and in greater quantities to supply the City water needs; and

**WHEREAS**, historically, it is in the months of August, September and October that the Noyo River experiences King Tides, where the gravitational pull between the sun and the moon increase tide levels to a foot or two higher than high tide levels. High tides such as the King Tides during periods of low flow levels on the Noyo River increase salinity content which impairs the City's ability to replenish water supply from the Noyo River; and

**WHEREAS**, Article X, Section 2 of the California Constitution declares that the general welfare requires that the water resources of the State be put to beneficial use to the fullest extent of which they are capable, and that the waste or unreasonable use or unreasonable method of use of water be prevented, and that the conservation of such waters is to be exercised with a view to the reasonable and beneficial use thereof in the interest of the people and for the public welfare; and

**WHEREAS**, California Water Code Section 375 provides that a public entity that supplies water at retail or wholesale for the benefit of persons within the service area of a public entity may, by ordinance or resolution adopted by a majority of the members of the governing body after holding a public hearing upon notice and making appropriate findings of necessity for adoption of a water conservation program, adopt and enforce a water conservation program to reduce the quantity of water used by those persons for the purpose of conserving the water supplies of the public entity; and

**WHEREAS**, Chapter 14.06, the Water Conservation Ordinance of the Fort Bragg Municipal Code codifies the City's water conservation program. In late summer 2020, the City found it necessary to issue a voluntary request for water conservation because the triggers established in Section 14.06.020 had not occurred and City staff was concerned that if

conservation did not occur timely, the impact of the water emergency would be exacerbated. The Council finds that the severity of current and recent droughts in the western United States, including Northern California, requires earlier implementation of water conservation measures and increased water reduction targets; and

**WHEREAS**, California Water Code Section 376 provides that any ordinance or resolution adopted pursuant to California Water Code Section 375 is effective upon adoption; and

**WHEREAS**, the purposes of this chapter are to conserve the water supply of the City for the greatest public benefit, to mitigate the effects of a water supply shortage on public health and safety and economic activity, and to budget water use so that a reliable and sustainable minimum supply of water will be available for the most essential purposes for the entire duration of the water shortage.

**NOW, THEREFORE, the City Council ordains as follows:**

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

1. **Recitals.** The City Council finds that all the recitals facts, findings, and conclusions set forth above in this Ordinance are true and correct.
2. To conserve the water supply of the City and mitigate the effects of a water supply shortage on public health and safety and economic activity, more flexibility is necessary in the implementation and level of water conservation stages.
3. The adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15307 of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) as this ordinance is an action taken to protect natural resources.

**Section 2.** Section 14.06.020 entitled, **DECLARATION OF A WATER EMERGENCY**, is hereby amended to read as follows:

#### **§ 14.06.020 WATER CONSERVATION STAGES.**

In determining the City Water System's water conservation stage, the City Manager shall determine whether the system's water supplies and sources available are sufficient to meet the current customer demands on the system and shall consider all relevant factors. The City Manager shall consider, among other things: 1) any variations in the reliability of the water supplies available to the system; 2) availability of well or other nonpotable water to meet the nonpotable demands on the water system; 3) weather forecast and other factors that impact flows in the City's surface water sources; and 4) the success, or lack thereof, of previous declarations of a less stringent water conservation stage in meeting the water-use reductions sought by the City.

For calculating the percentage reduction for water conservation targets, the amount of City supplied water used in the most recent calendar year in which no conservation measures were implemented between May 1 and October 31, measured in 100 cubic feet ("Seasonal Water

Demand”), will be used. This Seasonal Water Demand may also be used to establish base water allocations as set forth in Section 14.06.030.

Uses of potable water supplied by the City of Fort Bragg that are identified as prohibited during a water conservation stage shall be allowed only where necessary to address an immediate health and safety need. The City Manager may initiate implementation and enforcement of whatever conservation measures that are deemed necessary to achieve the water reduction requirements of the declared conservation stage. For each stage, the target water use reduction for customers shall be as follows:

- A. **Stage 1 (Water Alert)** shall target a reduction of at least five to ten percent (5%-10%) of Seasonal Water Demand.
- B. **Stage 2 (Water Warning)** shall target a reduction of ten to twenty percent (10%-20%) of Seasonal Water Demand.
- C. **Stage 3 (Water Emergency)** shall target a reduction of twenty to thirty percent (20%-30%) of Seasonal Water Demand. Except in the event of a wildfire or a breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency, a Stage 3 Water Emergency must be declared by a Resolution of the Fort Bragg City Council in compliance with the notice and public hearing requirements of Water Code Sections 351-352.
- D. **Stage 4 (Water Crisis)** shall target a reduction of thirty to forty percent (30%-40%) of Seasonal Water Demand. Except in the event of a wildfire or a breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency, a Stage 4 Water Crisis can only be declared after a Water Emergency has been declared by a Resolution of the Fort Bragg City Council in compliance with the notice and public hearing requirements of Water Code Sections 351-352.
- E. **Stage 5 (Critical Water Shortage)** shall target a reduction of forty to fifty percent (40%-50%) of Seasonal Water Demand, unless it is determined by the City Manager that a greater reduction of seasonal water demand is required to protect public health and safety. Except in the event of a wildfire or a breakage or failure of a dam, pump, pipeline or conduit causing an immediate emergency, a Stage 5 Critical Water Shortage can only be declared after a Water Emergency has been declared by a Resolution of the Fort Bragg City Council in compliance with the notice and public hearing requirements of Water Code Sections 351-352.

**Section 3.** Section 14.06.030 entitled **AUTHORITY TO DECLARE WATER EMERGENCY**, is hereby amended to read as follows:

#### **§ 14.06.030 BASE ALLOCATION OF WATER.**

The City Manager may develop a base allocation for each class of customer account that considers the needs and characteristics of each customer class for Seasonal Water Demand.

This base allocation may be used to evaluate compliance with the conservation stage in effect and to implement additional water use restrictions as necessary for the reasonable and efficient use of water.

**Section 4.** Section 14.06.050 entitled **CONSERVATION GOALS AND PROHIBITED WATER USES DURING WATER EMERGENCY**, is hereby amended to read as follows:

**§ 14.06.050 CONSERVATION STAGES AND PROHIBITED WATER USES.**

Water use restrictions during the various conservation stages shall include the restrictions specified in this section and may be augmented by additional restrictions as deemed necessary by the City Manager. Such restrictions apply to all persons using or consuming water both inside and outside the City and within the water service area and regardless of whether any person using water has a contract for water service within the City.

A. During a Stage 1 (Water Alert) conservation stage, the following restrictions shall apply:

1. Water will only be used for “beneficial uses” as that term is defined in Subarticle 2 of Article 2 of Chapter 2 of Division 3 of Title 23 of the California Code of Regulations, [14 CCR § 659 et seq.]. Beneficial uses include, but are not limited to, domestic use and irrigation use. All wasteful use of water that constitutes water misuse as defined in 23 CCR § 4000(c) is prohibited. Wasteful uses include, but are not limited to, any unreasonable water use or unreasonable method of water use.
2. During water use, water shall be confined to the customer’s property and shall not be allowed to run off to adjoining property private or public walkways and sidewalks, roadways, parking lots or other structures. Care shall be taken not to water past the point of saturation.
3. Landscape irrigation, including public and private streetscape landscaping (medians and frontage), shall be limited to a maximum of three days per week, with the exception of drip irrigation, which may be conducted on any day.
  - a. Customers may only irrigate only on Tuesdays, Thursdays and Saturdays from 12am to 9am and 6pm to 11:59pm.
  - b. No irrigation is permitted on Mondays, Wednesdays, Fridays, or Sundays.
4. Free flowing hoses are prohibited for all uses including landscape watering, vehicle and equipment washing, ponds, and evaporative coolers. Automatic shut-off devices shall be installed on any hose or filling apparatus while in use.
5. All pools, spas and ornamental fountains/ponds shall be equipped with a recirculation pump and shall be constructed to be leak proof. Pool draining and refilling shall be allowed only to the extent required for health, maintenance, or structural considerations, and must otherwise comply with all applicable federal, state and local stormwater management

requirements, including but not limited to Chapter 12.14, Drainage Facility Improvements and Drainage Fees.

6. Restaurants shall serve water only upon specific request.
7. Hotels, motels and other commercial lodging establishments shall offer patrons the option to forego the daily laundering of towels, sheets and linens. Each lodging establishment shall prominently display notice of this option in each guestroom using clear and easily understood language.
8. Residents and business owners shall repair all water leaks as soon as feasibly possible, but no later than 5 days after notification by the City or discovery by the owner.

B. During a Stage 2 (Water Warning) conservation stage, the following restrictions shall apply:

1. All Stage 1 (basic stage) restrictions shall continue to apply, except to the extent they are replaced by more restrictive requirements imposed by this subsection.
2. Landscape irrigation, including public and private streetscape landscaping (medians and frontage), shall be limited to a maximum of two days per week, with the exception of drip irrigation, which may be conducted on any day.
  - a. Customers may irrigate only on Tuesdays and Saturdays from 12am to 9am and 6pm to 11:59pm.
  - b. No irrigation is permitted on Mondays, Wednesdays, Thursdays, Fridays and Sundays.
3. Water use for the washing of streets, parking lots, driveways, sidewalks, buildings or other hardscape surfaces is prohibited, except as necessary for health, sanitation or fire protection purposes, or a use approved by the City Manager.
4. Hotels, motels and other commercial lodging establishments shall not provide patrons with stays of three nights or less the daily laundering of towels, sheets and linens, except as necessary for health or sanitation purposes. Each lodging establishment shall prominently display notice of this requirement in each guestroom using clear and easily understood language.
5. Residents and business owners shall repair all water leaks as soon as feasibly possible, but no later than 3 days after notification by the City or discovery by the owner.

C. During a Stage 3 (Water Emergency) conservation stage, the following restrictions shall apply:

1. All Stage 2 restrictions shall continue to apply, except to the extent they are replaced by more restrictive requirements imposed by this subsection.



2. Landscape irrigation, including public and private streetscape landscaping (medians and frontage) and including drip irrigation, shall be limited to a maximum of one day per week.

a. Customers may irrigate only on Tuesdays from 12am to 9am and 6pm to 11:59pm.

b. No irrigation is permitted on Mondays, Wednesdays, Thursdays, Fridays, Saturdays and Sundays.

3. No water from the city water system shall be used for construction purposes such as dust control, compaction, or trench jetting, unless the use is approved by the City Manager.

4. Discontinued use of hot tubs and in-room spa tubs at hotels/motels and lodging establishments is strongly encouraged.

D. During a Stage 4 (Water Crisis) conservation stage, the following restrictions shall apply:

1. All Stage 3 restrictions shall continue to apply, except to the extent they are replaced by more restrictive requirements imposed by this subsection.

2. No landscape irrigation shall be allowed, including public and private streetscape landscaping (medians and frontage) and drip irrigation.

3. No water from the city water system shall be used to drain and refill swimming pools, artificial lakes, ponds or streams and no new permits for swimming pools, artificial lakes, ponds or streams shall be issued until the water conservation stage has been declared to be Stage 1.

4. Water use for ornamental ponds and fountains is prohibited unless required to maintain existing vegetation or to sustain existing fish/animal life.

5. New or expanded landscaping on properties is limited to drought-tolerant trees, shrubs, and ground cover and no new turf or grass shall be planted, hydro-seeded or laid.

6. Washing of automobiles or equipment shall only be done at a commercial establishment that uses recycled, reclaimed water or private well water.

7. All water leaks shall be repaired within twenty-four hours of notification by the utilities department or discovery by the owner, or service may be discontinued.

8. Discontinued use of hot tubs and in-room spa tubs at hotels/motels and lodging establishments.

9. Base water allocations, as established by the City pursuant to Section 14.06.030 for the appropriate customer class may be implemented to establish a maximum water usage limitation.

E. During a Stage 5 (Critical Water Shortage) conservation stage, the following restrictions shall apply:

1. All Stage 4 restrictions shall continue to be enforced, except to the extent they are replaced by more restrictive requirements imposed by this subsection.
2. Flushing of sewers or fire hydrants is prohibited, except in case of an emergency and for essential operations.
3. Flushing of fire protection systems is prohibited, except during required maintenance or servicing of the system.
4. Water use for ornamental ponds and fountains is prohibited.
5. Water use for public or private swimming pools is prohibited.
6. Water use for any recreational purpose is prohibited.
7. Use of any hydrant or bulk water permit issued prior to the critical water shortage emergency declaration, without the City Manager's permission. Such permission shall only be granted for projects necessary to protect the public health, safety and welfare where no alternative to potable water exists and for emergency response purposes only.
8. Installation of any new lawns or landscaping is prohibited.
9. The City shall have the authority to limit residential and commercial usage of potable water supplied by the City to a quantity determined by the City to provide for the basic safety and well-being of the community.
  - a. The City shall be permitted to install flow restrictors at any City-owned water meter, or any similar location, to regulate water usage.
  - b. The City shall determine the order of installation of flow restrictors based on relevant safety considerations and the users of City supplied water.
  - c. The size of the flow restrictors shall be determined by an effort to equitably spread water availability among all water user accounts.

**Section 5.** Section 14.06.060 entitled **MINOR AND MAJOR OFFENSES DURING WATER EMERGENCY**, is hereby amended to read as follows:

## § 14.06.060 MINOR AND MAJOR OFFENSES IN WATER CONSERVATION STAGES.

The following table indicates whether a violation of the water use prohibitions established in §14.06.050 is a “minor offense” or a “major offense” during a Stage 1, Stage 2, Stage 3, Stage 4, and Stage 5 Conservation Stage. Penalties for violations are established by resolution of the City Council pursuant to §14.06.090. The actual amounts of the penalties are specified in the City Fee Schedule that is available at City hall and on the City’s website.

Prohibited Water Use	Stage 1 and Stage 2	Stage 3, Stage 4 and Stage 5
Wasteful Water Use (A)(1)	First violation – minor offense  Repeat violations - major offense	Major offense
Overflow, irrigation past saturation or watering on unpermitted days (A)(3) (B)(2) (C)(2) (D)(2)	First violation – minor offense  Repeat violations - major offense	Major offense
Free flowing hoses (A)(2) (A)(4)	First violation – minor offense  Repeat violations - major offense	Major offense
Pools, spas, fountains and ponds (A)(5) (D)(3) (D)(4) (E)(4) (E)(5)	First violation – minor offense  Repeat violations - major offense	Major offense
Water Leaks not repaired timely (A)(8) (B)(5) (D)(7)	First violation – minor offense  Repeat violations - major offense	Major offense
Washing sidewalks, parking lots or other hardscapes (B)(3)	First violation – minor offense  Repeat violations - major offense	Major offense
Restaurants serving water without request (A)(6)	First violation – minor offense	Major offense

	Repeat violations - major offense	
Lodging linens and towels (A)(7) (B)(4)	First violation – minor offense  Repeat violations - major offense	Major offense
Construction purposes (C)(3)	Not Applicable	Major offense
Hotel hot tubs and spa tubs use (C)(4) (D)(8)	Not Applicable	Major offense
Hydrant use or flushing, Fire protection system flushing (E)(2) (E)(3) (E)(7)	Not Applicable	Major offense
Recreational use (E)(6)	Not Applicable	Major offense
Automobile and equipment washing (D)(6)	Not Applicable	Major offense
Install new or expanded landscaping (D)(5) (E)(8)	Not Applicable	Major offense
Exceeding base water allocation (D)(9)	Not Applicable	Major offense
Violating flow restriction (E)(9)	Not Applicable	Major offense

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

**Section 7. Effective Date and Publication.** This ordinance shall be and the same is hereby declared to be in full force upon adoption. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of the Ordinance to be published as provided in Water Code 376, in a newspaper of general circulation published and circulated in

the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

The foregoing Ordinance was introduced by Councilmember Peters at a regular meeting of the City Council of the City of Fort Bragg held on June 28, 2021 and adopted at a regular meeting of the City of Fort Bragg held on July 12, 2021 by the following vote:

**AYES:** Councilmembers Albin-Smith, Morsell-Haye, Peters, Rafanan and Mayor Norvell.  
**NOES:** None.  
**ABSENT:** None.  
**ABSTAIN:** None.  
**RECUSED:** None.

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**BERNIE NORVELL**  
Mayor

**ATTEST:**

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**June Lemos, CMC**  
City Clerk

**PUBLISH:** July 1, 2021 and July 22, 2021 (by summary).  
**EFFECTIVE DATE:** July 12, 2021.



# City of Fort Bragg

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

## Text File

File Number: 22-421

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Business

**In Control:** City Council

**File Type:** Staff Report

**Agenda Number:** 8C.

Receive Report and Provide Recommendations on Proposed Changes to Title 1 of the Fort Bragg Municipal Code



AGENCY: City of Fort Bragg  
MEETING DATE: September 12, 2022  
DEPARTMENT: Community Development  
PRESENTED BY: Valerie Stump  
EMAIL ADDRESS: vstump@fortbragg.com

## AGENDA ITEM SUMMARY

### **TITLE:**

**Receive Report and Provide Recommendations on Proposed Changes to Title 1 of the Fort Bragg Municipal Code**

### **ISSUE:**

The Fort Bragg Municipal Code is the City's guiding document to regulate government process and oversight. The last update to Title 1 of the Fort Bragg Municipal Code (FBMC) was over ten years ago. Staff initiated a review of Title 1 to ensure that the City remains in alignment with State regulations.

The recommended changes to Title 1 will update administrative procedures involving process of appeals, administrative hearings, and administrative citations. The addition of the Administrative Citation Ordinance allows the City to take a more supportive route towards code compliance by establishing a system that is consistent and less punitive. The recommended changes to Title 1 play an important role in the City's code enforcement activity, but will be applicable to many other department functions as well.

The recommended changes to existing chapters and the addition of Chapter 1.12 will clarify any grammatical issues, formalize existing procedures and provide a firm foundation to create more proactive code enforcement activity. The table below summarizes the proposed amendments to Title 1.

<b>Proposed Amendments to FBMC Title 1</b>	
<b>[Document with Track Changes is Attachment 6 to Report]</b>	
<b>Chapter 1.04</b>	
<b>FBMC Section</b>	<b>Proposed Change(s)</b>
1.04.010 Definitions	<ul style="list-style-type: none"><li>Revising the following definitions for the sake of clarity, modernization, or grammatical errors:<ul style="list-style-type: none"><li>Central Business District or Central Traffic District</li><li>Holidays</li><li>Written</li></ul></li></ul>
1.04.060 Misdemeanor Violations	<ul style="list-style-type: none"><li>Adding section 1.04.060 to Chapter 1.04<ul style="list-style-type: none"><li>This section establishes the authority to constitute a violation of the Municipal Code as a Misdemeanor.</li><li>Originally this was in section 1.12.010 (A)</li></ul></li></ul>
<b>Chapter 1.06</b>	
Chapter Table of Contents	<ul style="list-style-type: none"><li>Section renumbering</li></ul>
1.06.030 Definitions	<ul style="list-style-type: none"><li>Including "Chapter 1.12" in the description of the section at the start of section 1.06.030.</li></ul>

	<ul style="list-style-type: none"> <li>Adjusting the definition of “Responsible Party or Responsible Parties,” to include “or any party with a legal interest in the affected property”</li> </ul>
1.06.060 Hearing and Hearing Officer	<ul style="list-style-type: none"> <li>Adding “And Hearing Officer” to the title of the section so that it will be called “Hearing and Hearing Officer”</li> <li>Replacing 1.06.060 (B) with subsection titled “Powers of the Hearing Officer.” <ul style="list-style-type: none"> <li>Describes the duties and powers of the Hearing Officer</li> </ul> </li> <li>Renumbering subsection titled “Evidence” to 1.06.060 (C).</li> </ul>
1.06.080 Hearing Procedures and Rules	<ul style="list-style-type: none"> <li>Replacing existing 1.06.080 with a new section titled “Hearing Procedures and Rules.” <ul style="list-style-type: none"> <li>Lists the powers of the Hearing Officer and the details of the proceedings.</li> </ul> </li> </ul>
1.06.090- 1.06.150	<ul style="list-style-type: none"> <li>Renumbering existing sections to account for the replacement of 1.06.080 with a new section <ul style="list-style-type: none"> <li>Changing Section “Decision” from 1.06.080 to 1.06.090</li> <li>Changing Section “Decision in Writing” from 1.06.090 to 1.06.100</li> <li>Changing Section “Payment and Collection of Penalties” from 1.06.100 to 1.06.110</li> <li>Changing Section “Defaults and Uncontested Cases” from 1.06.110 to 1.06.120</li> <li>Changing Section “Cost Accounts” from 1.06.120 to 1.06.130</li> <li>Changing Section “Imposition of Liens or Special Assessments” from 1.06.130 to 1.06.140</li> <li>Changing Section “Judicial Review of Decision of Hearing Body or Hearing Officer” from 1.06.140 to 1.06.150</li> </ul> </li> </ul>
1.06.090 Decision	<ul style="list-style-type: none"> <li>Grammatically restructuring subsection B for clarity.</li> <li>Adding reference to Chapter 1.12 in subsection D.</li> </ul>
1.06.120 Defaults and Uncontested Cases	<ul style="list-style-type: none"> <li>Adding language that addresses defaults and uncontested cases as it relates to the right to a hearing.</li> </ul>
1.06.140 Imposition of Liens or Special Assessments	<ul style="list-style-type: none"> <li>Adjusting subsection D to remove “any penalty imposed pursuant to this section, and” to account for the new chapter that details the penalties.</li> </ul>
<b>Chapter 1.08</b>	
1.08.010 Appeal of Administrative Decision	<ul style="list-style-type: none"> <li>Adjusting the title to “Appeal of Administrative Decision and Citation”</li> <li>Adding language to subsection A to include administrative citations, references to Chapter 1.12, and specifying who has the ability to appeal.</li> <li>Adjusting sentence structure in subsection B, and adjusting the number of days from the date of service of any determination, action, or decision from 15 days to 10 days.</li> </ul>



	<ul style="list-style-type: none"> <li>• Eliminating current subsection C that details the hearing fee requirements because the fees are established in other sections and in the Fee Schedule.</li> <li>• Subsection D is changing to subsection C.</li> <li>• Removes the language about an appeal processing fee because it's established elsewhere, and adds "decision" to specify that appeals of administrative decisions will need to be filed in a timely manner in order to not have the right to appeal waived.</li> </ul>
1.08.030 Procedure for a Request for Hearing	<ul style="list-style-type: none"> <li>• Adjusting title to "Procedure for a Request for Hearing/Appeal of an Administrative Citation"</li> <li>• Renumbering subsections to account for new sections replacing subsection A through D. <ul style="list-style-type: none"> <li>○ Sections A through D now describe the process, timeframes, and the authority of City staff for appeals of administrative decisions or administrative penalties.</li> <li>○ Subsection E (FKA subsection B) adjusting the number of calendar days that an appeal hearing will be set within.</li> <li>○ Subsection F (FKA subsection C) adding a reference to section 1.06.120.</li> <li>○ Subsection G (FKA subsection D) adding language about the ability of the Hearing Officer to grant a hardship waiver or whether the City can request reimbursement of the costs of the Hearing Officer's services. Also specifying that the Hearing Officer's decision shall be final.</li> </ul> </li> </ul>
<b>Chapter 1.12</b>	
1.12.010 Penalty	<ul style="list-style-type: none"> <li>• Changing the title of the Chapter from "General Penalty" to "Administrative Citations and Penalties."</li> <li>• Removing the existing section 1.12.010 titled "Penalty" because the section language was moved to 1.04.060.</li> <li>• Turning section 1.12.010 into the "Findings and Purpose" of the Chapter.</li> </ul>
1.12.020 Citation	<ul style="list-style-type: none"> <li>• Adding section 1.12.020 titled "Citation." <ul style="list-style-type: none"> <li>○ Stating that this Chapter will be referred to as the "Fort Bragg City Administrative Citation Ordinance."</li> </ul> </li> </ul>
1.12.030 Definitions	<ul style="list-style-type: none"> <li>• Adding section 1.12.030 titled "Definitions." Section defining the following terms in the context of the Chapter: <ul style="list-style-type: none"> <li>○ "Administrative Costs"</li> <li>○ "Administrative Code Enforcement Remedies"</li> <li>○ "Citation" or "Administrative Citation"</li> <li>○ "Department"</li> <li>○ "Enforcement Officer"</li> </ul> </li> </ul>
1.12.040 Scope of Chapter	<ul style="list-style-type: none"> <li>• Adding section 1.12.040 titled "Scope of Chapter" to indicate the who and when can utilize the Chapter and the exceptions to the uses of the Chapter.</li> </ul>
1.12.050 Nonexclusively and Election Proceedings	<ul style="list-style-type: none"> <li>• Adding section 1.12.050 titled "Nonexclusively and Election of Proceedings" to establish that it's at the discretion of the City to what extent and in what cases the enforcement proceedings established in this Chapter and the Code will be utilized.</li> </ul>

1.12.060 Recordation of Notice of Violation	<ul style="list-style-type: none"> <li>Adding section 1.12.060 titled “Recordation of Notice of Violation” establishing the process of recording violations with the Mendocino County Recorder.</li> </ul>
1.12.070 Administrative Penalty; Amounts.	<ul style="list-style-type: none"> <li>Adding section 1.12.070 “Administrative Penalty; Amounts” specifying the process for citing administrative penalties in connection with administrative citations, the amount limits that administrative penalties can be cited within, and the ways that citations/penalties can be modified.</li> </ul>
1.12.080 Citation for Violation of the Code	<ul style="list-style-type: none"> <li>Adding section 1.12.080 “Citation for Violation of the Code” establishing how a citation will be issued, the appropriate evidence to substantiate the administrative citation, and the repercussions of a violation going uncorrected.</li> </ul>
1.12.090 Service Procedures	<ul style="list-style-type: none"> <li>Adding section 1.12.090 “Service Procedures” establishing the way that administrative citations will be served on Responsible Parties.</li> </ul>
1.12.100 Appeal of an Administrative Citation	<ul style="list-style-type: none"> <li>Adding section 1.12.100 “Appeal of an Administrative Citation” to indicate that the appeal of administrative citation will fall under the same procedures set forth in Chapter 1.08.</li> </ul>
1.12.110 Hardship Waiver	<ul style="list-style-type: none"> <li>Adding section 1.12.110 “Hardship Waiver” to indicate when a Responsible Party may seek a financial hardship waiver and what information would need to be submitted in order for the City to determine whether a waiver will be granted.</li> </ul>

## **ANALYSIS:**

### **Misdemeanors vs. Infraction Penalties**

California Government Code 36900 states “Violation of a city ordinance is a misdemeanor unless by ordinance it is made an infraction.”

The City of Fort Bragg Municipal Code formalized this authority previously in section 1.12.010 titled, “Penalty.” The exact language was moved to section 1.04.060. This section specifies that all violations will constitute a misdemeanor unless expressly provided otherwise, and will be at the discretion of the City Attorney to be charged and prosecuted as an infraction. The section goes on to list the limits of the fine amounts. The proposed Administrative Citation Ordinance describes in greater detail the authority and limitations that the City has to impose these citations in section 1.12.070.

Current code enforcement fees are established in the Fee Schedule. These fees were calculated by estimating the associated staff time to process different types of cases. This means that under the established fees, the lowest level violation (Type 1 violations) is a first time penalty amount of \$204. After discussion of the City’s code enforcement efforts, staff determined that the penalty amount thresholds for infractions are more appropriate for working with citizens towards compliance. Based on this decision, I have put together a

Schedule of Administrative Penalties (**Attachment 1**) that contains the description of how the amounts were determined.

### Administrative Citation

California Government Code 53069.4 is the State regulation that gives cities the authority to process administrative penalties for violations of the Code, and it says:

The local agency shall set forth by ordinance the administrative procedures that shall govern the imposition, enforcement, collection, and administrative review by the local agency of those administrative fines or penalties.

Currently, the administrative procedures for administrative penalties are dispersed in different chapters. However, the addition of the Administrative Citation Ordinance and the changes to administrative penalties will compile the information in a more appropriate location. Due to the proposed updates to Title 1, updates have been made to the template for the Notice of Violation (NOV) (**Attachment 2**). The Notice of Violation is often used to initiate the process to impose an Administrative Citation for violations of the Code. The administrative procedure for Administrative Citations will now be in Title 1. Attached is the template for an Administrative Citation (**Attachment 3**) that contains all of the required information as proposed by 1.12.080.

### Hearing Procedures

In outlining the sections for Administrative Citations, Staff decided to update Title 1 sections related to Hearings and Hearing Officers. The recommended changes provide a code section for Fort Bragg citizens to refer to when going through the Administrative Citation process. In section 1.06.060, provisions are added to detail the powers and duties of the Hearing Officer during Hearing proceedings. Currently, the City Manager or the City Manager's designee is deemed the Hearing Officer.

Requesting to appeal an Administrative Decision or an Administrative Citation is detailed in Sections 1.08.010 and 1.08.030. Based on the City Council meeting on May 24, 2021, staff is requesting input on whether or not language should be added to section 1.08.010 to indicate that any interested citizen of Fort Bragg can appeal an Administrative Decision or Administrative Citation.

In the May 24, 2021 Council meeting, the direction provided to Staff was to allow anyone to appeal a Minor Use Permit. If the appellant was within 300 ft. of the project they would not have to pay the appeal fee, and if they were outside of the 300 ft. they would have to pay the appeal fee. Because Minor Use Permits are decided upon at an administrative level, this raises the question of whether Administrative Decisions and/or Administrative Citations can also be appealed by anyone. Staff suggests that only legally interested parties or Responsible Parties have the ability to appeal Administrative Decisions and Administrative Citations.

Appellants are required to submit the request to the City Clerk either on a designated form or in a letter. Staff created a Notice of Appeal of Citation form (**Attachment 4**) and the City Clerk's office maintains an Appeal of Administrative Decision Form (**Attachment 5**). Once there is a successful submittal of an appeal to the City Clerk, the appellant receives the Notice of Hearing which establishes the date, time, and location of the hearing. New Section 1.06.080 details the procedures and rules during a hearing. After the proceedings, the Hearing Officer issues a written decision to the appellant, addressing the approval or denial of a Hardship Waiver request or whether the City can recover the costs of the hearing.

**RECOMMENDED ACTION:**

Review the proposed changes to Title 1 and provide feedback to staff in order to prepare a final draft for introduction of an ordinance on September 26, 2022 to repeal and replace Title 1 of the Fort Bragg Municipal Code.

**FISCAL IMPACT:**

The City works diligently with property owners to resolve violations prior to the imposition of penalties. However, because the City intends to establish more proactive code enforcement activity, the potential for Administrative Citations is greater, making it imperative to establish a more reasonable penalty system and administrative process.

**CONSISTENCY:**

The proposed changes are consistent with established practices and regulations set forth by the State.

**ATTACHMENTS:**

1. Schedule of Administrative Penalties
2. Notice of Violation
3. Administrative Citation
4. Notice of Appeal of Citation
5. Appeal of Administrative Decision
6. FBMC Title 1 Proposed Revisions – Redline

**NOTIFICATIONS:**

N/A.



## SCHEDULE OF ADMINISTRATIVE PENALTIES

The following penalty schedule was established pursuant to Cal. Gov. Code 36900. In determining the amounts for the different violation types, staff reviewed the amounts established by other jurisdictions and ensured that the amounts remained under the thresholds established by the State. The following penalty amounts have the potential of being cited each and every day that a violation persists. The amounts graduate based on the number of offenses within one year's time.

**Example:** A person receives a citation for a Type 1 violation for the first time and the violation goes unresolved for several weeks. They have the potential of being cited \$30 each day until the violation is corrected. If the violation is resolved, but the person allows the violation to happen again within the same year, they would be charged \$130 as the second offense of the same violation. They would have the potential of being cited \$130 each day until the violation is corrected.

Violation Type	First Offense	Second Offense	Third Offense or More
<b>Type 1 Violations</b> Including, but not limited to: Illegal signage permit, fence & retaining wall issues, expired permit, overgrown vegetation, lawn parking, inoperable vehicle, broken windows, and other similar code enforcement activities.	\$30	\$130	\$430
<b>Type 2 Violations</b> Including, but not limited to: Building maintenance, nuisance conditions, condition of approval violation, illegal home occupation, blight, and other similar code enforcement activities.	\$50	\$150	\$450
<b>Type 3 Violations</b> Including, but not limited to: Illegal second unit, change of use without permit, establishment of an un-permitted use, substandard housing conditions that are not life/safety in nature, and other similar code enforcement activities.	\$70	\$170	\$470
<b>Type 4 Violations</b> Including, but not limited to: Illegal marijuana cultivation, serious life and safety issues in structures, nuisance conditions such as abandoned buildings that provide setting for illegal activities, environmental crimes requiring intervention by FBFD and other interdepartmental requests for cooperation.	\$100	\$200	\$500

## SCHEDULE OF ADMINISTRATIVE PENALTIES CONTINUED

<b>Violation Types Regulated Differently</b> See the associated California State regulations for the following penalty schedule amount thresholds.	<b>First Offense</b>	<b>Second Offense</b>	<b>Third Offense or More</b>
<b>Commercial Building &amp; Safety Violations (Cal. Gov. 36900):</b> Owner fails to remove visible refuse or prohibit unauthorized use of the property.	\$130	\$700	\$2500
<b>Local Building &amp; Safety Code Violations (Cal. Gov. 36900):</b> Including, but not limited to: Unpermitted construction, substandard housing conditions that are life/safety in nature, substandard living conditions detrimental to health, and dangerous building.	\$130	\$700	\$1300
<b>Short-Term Rental Violation (Cal. Gov 36900):</b> Violation of Short-Term Rental Ordinance. Refer to Inland Land Use and Development Code 18.42.190 for the standards for permitted short-term rentals.	\$1500	\$3000	\$5000
<b>Sidewalk Vending Violation Type 1 (Cal. Gov. 51039):</b> Vending without a permit.	\$250	\$500	\$1000
<b>Sidewalk Vending Violation Type 2 (Cal. Gov. 51039):</b> Vending out of compliance with the adopted Sidewalk Vending Program. Refer to 10.20.150 of the Fort Bragg Municipal Code for the standards for Sidewalk Vending.	\$100	\$200	\$500

# CITY OF FORT BRAGG

## METHOD(S) OF SERVICE:

- ☐ Certified Mail: \_\_\_\_\_
- ☐ Personal Service: \_\_\_\_\_
- ☐ Onsite Posting: \_\_\_\_\_



Name of Issuing Officer:

Signature of Issuing Officer:

## NOTICE OF VIOLATION (NOV)

<b>Issuance Date:</b>	<b>Violation No.:</b>
<b>RESPONSIBLE PARTY</b>	
<b>Name:</b>	
<b>Phone Number:</b>	
<b>Mailing Address:</b>	
<b>VIOLATION INFORMATION</b>	
<b>Date and Time Observed:</b>	
<b>Address of Violation:</b>	
<b>DESCRIPTION OF VIOLATION</b> Fort Bragg Municipal Code ("FBMC") Inland Land Use and Development Code ("ILUDC") Coastal Land Use and Development Code ("CLUDC")	
<b>CORRECTIVE ACTIONS REQUIRED</b>	
Including correction deadline(s)	
<b>PRIOR NOTIFICATION</b>	<b>PENALTIES</b>
<b>Date:</b>	<b>Administrative Citation Attached:</b>
<b>Type:</b>	
<b>Prior Penalty:</b>	
	<input type="checkbox"/> Yes, see attached citation invoice. <input type="checkbox"/> No penalties assessed at this time.

**IMPORTANT INFORMATION AND INSTRUCTIONS ON REVERSE SIDE**

## DEPARTMENT CONTACT INFORMATION

### Mailing Address:

City of Fort Bragg  
416 N. Franklin St.  
Fort Bragg, CA 95437  
**ATTN: Code Enforcement**

### Phone:

(707) 961-2827  
Ext. 111  
Ext. 112

### Email:

[cdd@fortbragg.com](mailto:cdd@fortbragg.com)

## NOTICE OF VIOLATION (NOV)

This document is your notice pursuant to Fort Bragg Municipal Code ("FBMC") Section 6.12.060, FBMC Section 15.04.140, Inland Land Use and Development Code ("ILUDC") Section 18.98.080, or Coastal Land Use and Development Code ("CLUDC") Section 17.98.080. This NOV shall serve as a formal notice of responsibility and order of immediate action by the Responsible Party to correct the violation(s) stated in this NOV.

### **FAILURE TO CORRECT THE VIOLATION(S) AS INDICATED MAY RESULT IN ADDITIONAL CODE ENFORCEMENT ACTION(S), INCLUDING BUT NOT LIMITED TO ISSUANCE OF ADMINISTRATIVE CITATION(S) FOR WHICH MONETARY PENALTIES WILL BE ASSESSED.**

Any penalty amount is a debt owed to the City. In addition to all other means of enforcement, a penalty may be enforced as a personal obligation of the Responsible Party. If the violation is in connection with real property, a penalty may also be enforced by imposition of a lien or special assessment upon the real property, as described in FBMC Section 6.12.160 and FBMC Chapter 1.12. Any lien or special assessment imposed upon real property shall remain in effect until the penalty is paid in full.

## RIGHT TO APPEAL THE NOTICE OF VIOLATION

You may appeal this Notice of Violation (NOV). To submit an appeal, please provide the request for an administrative hearing in writing to the Community Development Department within 15 days of receipt of the NOV. Failure to do so will constitute a waiver of the Responsible Party's right to a hearing and the City may proceed upon the NOV without a hearing. If the City chooses to set the matter for hearing or if a hearing is required pursuant to a specific provision of this Code, then the NOV shall include a Notice of Hearing in the form set forth in FBMC Section 1.06.050.

## ADMINISTRATIVE CITATIONS

As stated above, failure to correct violations within the given amount of time may result in an Administrative Citation.

**If you have received an Administrative Citation with this notice, the Citation amount must be paid to the City of Fort Bragg no later than thirty days after service of the Citation unless a different date has been agreed upon by the Responsible Party and City Staff.** Administrative penalties have the potential of accruing on a daily basis until the violation is corrected. Contact City Staff to find out the qualifications for applying for a Financial Hardship Waiver.

If you would like to appeal the Administrative Citation, you have ten days prior to the penalty due date to submit in writing an "Appeal of Administrative Citation" to the City Clerk. The "Appeal of Administrative Citation" should include:

- The name, address and phone number of the appellant who is the Responsible Party or a representative of the Responsible Party;
- Sufficient information to identify the administrative decision and/or Citation; and
- The grounds on which the administrative decision and/or Citation is being contested, including, but not limited to, denial that a violation occurred, denial that a violation was not corrected within the applicable correction period, denial that the Responsible Party is responsible for the violation, or denial that the circumstances warrant imposition of the fine(s) prescribed.



# CITY OF FORT BRAGG

**RESPONSIBLE PARTY:**



**Name of Issuing Officer:**

**Signature of Issuing Officer:**

## ADMINISTRATIVE CITATION #2201

<b><u>Issuance Date:</u></b>	<b><u>Violation No.:</u></b>	<b><u>Issuing Department:</u></b>
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### VIOLATION INFORMATION

**Address of Violation:**

**Date and Time Observed:**

### DESCRIPTION OF VIOLATION

Fort Bragg Municipal Code ("FBMC")  
Inland Land Use and Development Code ("ILUDC")  
Coastal Land Use and Development Code ("CLUDC")

### PENALTIES AMOUNTS

Associated penalties are highlighted and totaled below.

Violation Type	First Offense	Second Offense	Third Offense or More
Type 1 Violations	\$30	\$130	\$430
Type 2 Violations	\$50	\$150	\$450
Type 3 Violations	\$70	\$170	\$470
Type 4 Violations	\$100	\$200	\$500
Commercial Building & Safety Violations	\$130	\$700	\$2500
Local Building & Safety Code Violations	\$130	\$700	\$1300
Short-Term Rental Violation	\$1500	\$3000	\$5000
Sidewalk Vending Violation Type 1	\$250	\$500	\$1000
Sidewalk Vending Violation Type 2	\$100	\$200	\$500
Add total amounts in each column:			

### Total Penalty Amount Due:

Please remit payment to: City of Fort Bragg 416 N. Franklin St. Fort Bragg, CA 95437  <b>Questions? Call: (707) 961-2826</b>	<b>Due Date:</b>
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**IMPORTANT INFORMATION ON REVERSE SIDE**

## ADMINISTRATIVE CITATIONS

The Administrative Citation amount must be paid to the City of Fort Bragg no later than thirty days after service of the Citation unless a different date has been agreed upon by the Responsible Party and City Staff. Administrative penalties have the potential of accruing on a daily basis until the violation is corrected. Payment will be accepted by cash, check or card to the City of Fort Bragg Finance Department. If making payment by check, pay to the order of City of Fort Bragg and include a copy of the invoice if sending payment by mail. If you have questions about how to make a payment over the phone, please call (707) 961-2825 ext. 120. Contact the City to inquire about Financial Hardship Waivers.

If you would like to appeal the Administrative Citation, you have ten days prior to the penalty due date to submit the attached Notice of Appeal of Citation Form or a letter in writing titled "Appeal of Administrative Citation" to the City Clerk.

The "Appeal of Administrative Citation" should include:

1. The name, address and phone number of the appellant who is the Responsible Party or a representative of the Responsible Party;
2. Sufficient information to identify the administrative decision and/or Citation; and,
3. The grounds on which the administrative decision and/or Citation is being contested, including, but not limited to, denial that a violation occurred, denial that a violation was not corrected within the applicable correction period, denial that the Responsible Party is responsible for the violation, or denial that the circumstances warrant imposition of the fine(s) prescribed.

# CITY OF FORT BRAGG

**RESPONSIBLE PARTY:**



**FOR CITY OFFICE USE ONLY:**

File # \_\_\_\_\_  
 Date Filed \_\_\_\_\_  
 Received by \_\_\_\_\_  
 Request: ☐ Approved ☐ Denied  
 Date of Hearing \_\_\_\_\_

## NOTICE OF APPEAL OF CITATION

<b>Citation No.:</b>	<b>Violation No.:</b>	<b>Citation Issuance Date:</b>
<b>RESPONSIBLE PARTY INFORMATION</b>		
<b>Name:</b>	<b>Phone:</b>	<b>Email:</b>
<b>REASONS FOR CONTESTING CITATION</b>		
<input type="checkbox"/> I, as the Responsible Party or authorized Representative of the Responsible Party, understand that failure to submit a completed Notice of Appeal of Citation Form within the allotted timeframe may have my appeal and request for hearing denied by the City Clerk, and that if notified by the City that my appeal request is rejected due to being incomplete, invalid or untimely does not extend the time in which I have to appeal the associated citation.		
<b><u>Signature of Responsible Party or Representative of Responsible Party:</u></b>		
<b><u>Date:</u></b>		
If submitting form by mail, please send to:  City of Fort Bragg 416 N. Franklin St. Fort Bragg, CA 95437 <b>ATTN: City Clerk</b>	If you would like more information on the Hearing Process, contact the City at (707) 961-2826 or email <a href="mailto:cdd@fortbragg.com">cdd@fortbragg.com</a> .	<b>Stamp of Receipt:</b>   <p style="text-align: center;"><i>For City of Fort Bragg Office Use Only</i></p>

**FOR CITY USE ONLY:**

File # \_\_\_\_\_

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

Received by: \_\_\_\_\_

**APPEAL OF ADMINISTRATIVE DECISION**

**APPELLANT(S):** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE & ZIP CODE:** \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_

**Describe the action being appealed and state the reasons for the appeal.  
(You may attach a letter or other exhibits to describe or justify this appeal.)**

**APPELLANT(S) SIGNATURE:** \_\_\_\_\_  
\_\_\_\_\_

**DATE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

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**FOR CITY USE ONLY:**

Fee Paid (\_\_\_\_\_) \$445.00

Receipt # \_\_\_\_\_

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

**Notice of Public Hearing:**

Mailed (\_\_\_\_\_) Date: \_\_\_\_\_

Published (\_\_\_\_\_) Date: \_\_\_\_\_

Posted (\_\_\_\_\_) Date: \_\_\_\_\_

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**PLANNING COMMISSION ACTION:**

**DATE:**

\_\_\_\_\_  
**Approve:** \_\_\_\_\_

**Deny:** \_\_\_\_\_

**Table:** \_\_\_\_\_ **Until** \_\_\_\_\_

**Receive & File:** \_\_\_\_\_

## CHAPTER 1.04 GENERAL PROVISIONS

### Section

[1.04.010 Definitions](#)

[1.04.020 Grammatical interpretation](#)

[1.04.030 Prohibited acts include causing, permitting, and the like](#)

[1.04.040 Construction](#)

[1.04.050 Repeal shall not revive any ordinances](#)

[1.04.060 Misdemeanor violations](#)

### 1.04.010 DEFINITIONS.

For the purpose of this code, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**CENTRAL BUSINESS DISTRICT or CENTRAL TRAFFIC DISTRICT.** All streets and portions of streets within the area described as follows: All that area bounded by Pine Street on the north [including some parcels on the northern side of Pine Street](#), Oak Street on the south, Main Street on the west, ~~and Franklin Street~~ [McPherson Street](#) on the east [and Harrison Street heading east on Redwood Avenue](#).

**CHIEF OF POLICE.** The Chief of Police of Fort Bragg or his or her authorized subordinate.

**CITY.** The City of Fort Bragg, California, or the area within the territorial limits of the City of Fort Bragg, California, and the territory outside of the City over which the City has jurisdiction or control by virtue of any constitutional or statutory provision.

**CITY MANAGER.** The City Manager of the City of Fort Bragg, or his or her designee.

**CITY COUNCIL.** The City Council of the City of Fort Bragg, California. "All its members" or "all Councilmembers" means the total number of Councilmembers provided by the general laws of the State of California.

**CODE, THIS CODE, or MUNICIPAL CODE.** The City of Fort Bragg's Municipal Code, all uniform codes that have been incorporated into the City's Municipal Code, and any applicable local, state or federal laws and regulations that are or may be enforced by the City, including without limitation, the State Housing Law (Cal. Health and Safety Code § [17910](#), et. seq.).

**COUNTY.** The County of Mendocino, California.

**FIRE CHIEF.** The Fire Chief of Fort Bragg Fire Protection Authority or his or her authorized subordinate.

**HOLIDAYS.** The City observes the following legal holidays: New Year's Day, Martin Luther King Jr. ~~Birthday~~ Day, President's' Day, Memorial Day, Independence Day, Labor Day, ~~Columbus~~ Day ~~Indigenous Peoples' Day~~, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas

Eve Day, and Christmas. Legal holidays falling on a Saturday are observed on Friday. Legal holidays falling on a Sunday are observed on Monday.

**LAW.** Denotes applicable federal law, the Constitution and statutes of the State of California, the ordinances of the City of Fort Bragg, California, and when appropriate, any and all rules and regulations which may be promulgated thereunder.

**MAY.** Is permissive.

**MUST and SHALL.** Each is mandatory.

**OATH.** Includes affirmation.

**OFFICE.** The use of the title of any officer, employee, or any office, means the officer, employee, or office of Fort Bragg unless otherwise specifically designated.

**OFFICIAL TIME STANDARDS.** Whenever certain hours are named herein, they shall mean standard time or daylight saving time as may be in current use in this City.

**ORDINANCE.** A law of the City; provided that a temporary or special law, administrative action, order or directive, may be in the form of a resolution.

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

**POLICE OFFICER.** Every officer of the Police Department of this City or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

**STATE.** The State of California.

**STREET.** Includes all streets, highways, avenues, lanes, alleys, courts, places, squares, curbs, or other public ways in this City which have been or may hereafter be dedicated and open to public use, or such other public property so designated in any law of this state.

**VEHICLE CODE.** The Vehicle Code of the State of California.

**WRITTEN.** includes any form of recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this code, it shall be made in writing in the English language, unless it is expressly provided otherwise. Includes printed, typewritten, mimeographed, or multigraphed.

(Ord. 447, § 1, passed -- 1974; Am. Ord. 870, § 2, passed 8-25-2008; Am. Ord. 900, § 2, passed 12-12-2011)

## **1.04.020 GRAMMATICAL INTERPRETATION.**

The following grammatical rules shall apply in the ordinances of the City.

A. *Gender.* Any gender includes the other genders.

- B. *Singular and plural.* The singular number includes the plural and the plural includes the singular.
- C. *Tenses.* Words used in the present tense include the past and the future tenses and vice versa.
- D. *Use of words and phrases.* Words and phrases not specifically defined shall be construed according to the context and approved usage of the language.

(Ord. 447, § 2, passed -- 1974)

### **1.04.030 PROHIBITED ACTS INCLUDE CAUSING, PERMITTING, AND THE LIKE.**

Whenever in this code any act or omission is made unlawful, it shall include causing, allowing, permitting, aiding, abetting, suffering, or concealing the fact of the act or omission.

(Ord. 447, § 3, passed -- 1994)

### **1.04.040 CONSTRUCTION.**

The provisions of this code and all proceedings under it are to be construed with a view to effect its objects and to promote justice.

(Ord. 447, § 4, passed -- 1974)

### **1.04.050 REPEAL SHALL NOT REVIVE ANY ORDINANCES.**

The repeal of an ordinance shall not repeal the repealing clause of the ordinance or revive any ordinance which has been repealed thereby.

(Ord. 447, § 5, passed -- 1974)

### **1.04.060 MISDEMEANOR VIOLATIONS**

Whenever in this code any act is prohibited or is made or declared to be unlawful or an offense, or the doing of any act is required or the failure to do any act is declared to be unlawful, such violation of this code or failure to comply with its requirements shall constitute a misdemeanor, unless expressly provided otherwise. Any violation constituting a misdemeanor under this code, may, in the discretion of the City Attorney, be charged and prosecuted as an infraction. Any person convicted of a misdemeanor under the provisions of this code, unless otherwise provided in this chapter, shall be punishable by a fine of not more than \$1,000 or by imprisonment in the county jail for a period of not more than six months or by both fine and imprisonment. Any person convicted of an infraction under the provisions of this code, unless otherwise provided in this chapter, shall be punishable by a fine only as follows: Upon a first conviction by a fine not exceeding \$100 and for a second conviction of the same ordinance within one year by a fine not exceeding \$200 and for any conviction of the same ordinance within a period of one year, by a fine not exceeding \$500 for each subsequent violation.

## CHAPTER 1.06

### ADMINISTRATIVE HEARING ORDINANCE

#### Section

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#### 1.06.010 TITLE OF CHAPTER.

This chapter shall be known as the Administrative Hearing Ordinance. (Ord. 897 § 1, passed 11-14-2011)

#### 1.06.020 PURPOSE AND AUTHORITY.

The City Council establishes the procedures set forth in this chapter to provide administrative hearing procedures pursuant to Cal. Government Code §§ [36900](#), et seq., [38660](#), [38771](#) through [38775](#), inclusive, [53069.4](#), [54988](#) and all other statutes and laws referenced herein. (Ord. 897 § 1, passed 11-14-2011)

#### 1.06.030 DEFINITIONS.

For the purpose of this chapter, ~~and~~ Chapter [1.08](#), ~~and~~ Chapter [1.12](#) the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**CODE, THIS CODE, or MUNICIPAL CODE.** The City of Fort Bragg's Municipal Code, all uniform codes that have been incorporated into the City's Municipal Code, and any applicable local, state or federal laws and regulations that are or may be enforced by the City, including without limitation, the State Housing Law (Health and Safety Code § [17910](#), et. seq.).

**DAY or DAYS.** Calendar days.

**HEARING BODY.** For Land Use Development Code-related matters governed by Titles [17](#) and [18](#) of this Code, the Hearing Body is the Planning Commission, with appeals to the City Council. For all



other Municipal Code violations, the initial hearing shall be conducted before a Hearing Officer, as defined below.

**HEARING OFFICER.** The City Manager or any person or persons appointed by the City Manager to conduct hearings pursuant to this chapter.

**RESPONSIBLE PARTY or RESPONSIBLE PARTIES.** Any person, firm, association, club or organization (including informal clubs or organizations), corporation, partnership, trust(ee), or entity, and a parent or legal guardian of any person(s) under eighteen years of age, whose acts or omissions have caused or contributed to a violation of this Code, and shall include any owner(s) or occupant(s) of the affected property, or any party with a legal interest in the affected property.

(Ord. 897 § 1, passed 11-14-2011; Am. Ord. 906, § 2, passed 04-22-2013)

## 1.06.040 SERVICE OF NOTICES AND OTHER WRITINGS.

Service of a writing on, or giving of notice to, a Responsible Party in a procedure provided for in this chapter is subject to the following provisions:

A. The writing or notice shall be delivered personally or sent by mail or other means to the Responsible Party at the Responsible Party's last known address or, if the Responsible Party is a party with an attorney or other authorized representative of record in the proceeding, to the Responsible Party's attorney or other authorized representative. If the Responsible Party has an address on file with the City, the Responsible Party's last known address is the address on file with the City;

B. Unless otherwise specified in the Municipal Code, service or notice by mail may be by first-class mail, registered mail, or certified mail, by mail delivery service, by facsimile transmission if complete and without error, or by other electronic means as provided by law, at the discretion of the sender. Service by mail or mail delivery service shall be effective on the date of deposit, and service by facsimile or other electronic means shall be effective when sent.

(Ord. 897 § 1, passed 11-14-2011)

## 1.06.050 FORM OF NOTICE OF HEARING.

The Notice of Hearing shall be served as provided in § [1.06.040](#) at least twenty (20) calendar days prior to the date set for the hearing. The Notice of Hearing shall be in substantially the following form, but may include other information:

"You are hereby notified that a hearing will be held before [insert the name of the Hearing Body or Hearing Officer] at [insert the place of the hearing] on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the hour of \_\_\_\_\_, regarding

\_\_\_\_\_. You may be present at the hearing. You have the right to be represented by an attorney at your own expense, or to represent yourself without legal counsel. You may present any relevant evidence, question any witnesses testifying or evidence presented against you, and call witnesses on your behalf."

If any City representative submits a written report or other material concerning the subject matter of the hearing to the Hearing Officer or Hearing Body for consideration at the hearing, then a copy of

the report or other material shall be served on the person requesting the hearing and the Responsible Parties at least five (5) calendar days before the hearing.

(Ord. 897 § 1, passed 11-14-2011)

## **1.06.060 HEARING AND HEARING OFFICER.**

A. *Hearing Officer.* A person may not serve as a Hearing Officer or as part of a Hearing Body in any of the following circumstances:

1. If the person has served as an investigator, prosecutor or advocate in the proceeding or in its pre-hearing stage; or
2. If the person is subject to the authority, direction or discretion of a person who has served as an investigator, prosecutor or advocate in the proceeding or its pre-hearing stage.

B. *Powers of the Hearing Officer.* The Hearing Officer shall have the following powers:

1. Conduct Administrative Citation hearings and administrative appeal hearings as provided under the authority of this Code.
2. Continue a hearing based on good cause shown by one of the parties to the hearing or upon his/her/its own independent determination that due process has not been adequately afforded to a Responsible Party.
3. Exercise continuing jurisdiction over the subject matter of an appeal hearing for the purposes of granting a continuance, ensuring compliance with an Administrative Citation, modifying an Administrative Citation, or where extraordinary circumstances exist, granting a new administrative hearing.
4. Require and direct a Responsible Party to post a performance bond to ensure compliance with an Administrative Citation.
5. Rule upon the merits of an appeal hearing upon consideration of the evidence submitted and issue a written decision resolving the case.
6. Uphold, award, impose, assess, or deny a fine or penalty authorized under this Code;
7. Assess administrative costs according to proof.
8. Set, increase, or decrease, according to proof, the amount of fine or penalty or the daily rate of such fine or penalty sought by the City to be awarded, imposed, or assessed in those cases where the fine or penalty is not fixed but is subject to a range as otherwise established by this Code.
9. In those cases where the fine or penalty is not fixed but is subject to a range as otherwise established by this Code, determine the date certain upon which the assessment of civil penalties shall begin; and, where the corrections are subsequently completed to the City's satisfaction, the date certain upon which the assessment of civil penalties shall end. If the violations have not been so corrected, the daily accrual of the penalties assessed shall continue until the violations are corrected or the legal maximum limit is reached.

10. Where appropriate and as a condition of compliance in correcting the violations at issue, require each Responsible Party to cease violating this Code and to make all necessary corrections as specified by the City

**BC.** *Evidence.* Each party shall have the right to call and examine witnesses and introduce exhibits. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The Hearing Officer or Hearing Body has the right to ask questions and the discretion to exclude evidence if its tendency to prove or disprove an issue is substantially outweighed by the likelihood that its admission will not assist in proving or clarifying a material issue or consume an undue amount of time. Evidence offered during a hearing must be credible and relevant in the estimation of the hearing body or hearing officer, but formal rules governing the presentation and consideration of evidence shall not apply. Evidence presented by staff or other official of the City tending to support an administrative decision shall constitute prima facie evidence that the decision was justified. The burden of proof shall then be on the aggrieved party or other person challenging the decision to refute such evidence. The standard to be applied for meeting such burden shall be a preponderance of evidence.

(Ord. 897 § 1, passed 11-14-2011)

## **1.06.070 EMERGENCY HEARING/DECISION.**

A. A Hearing Officer or Hearing Body may issue an emergency decision for temporary, interim relief if a situation exists that involves an immediate danger to the public health, safety or welfare that requires immediate action. The underlying issue giving rise to the temporary, interim relief is subject to the regular hearing procedures set forth herein.

B. Before issuing an emergency decision under this section, the Hearing Officer or Hearing Body shall, if practicable, give the person who is the subject of the decision notice and an opportunity to be heard. Such notice may be oral or written, including notice by telephone, facsimile transmission or other electronic means, as the circumstances permit.

C. The Hearing Officer or Hearing Body shall issue an emergency decision, including a brief explanation of the factual and legal basis and reasons for the emergency decision, to justify the determination of an immediate danger and the decision to take the specific action. The City shall give notice to the extent practicable to the Responsible Party(ies). The emergency decision is effective when issued or as provided in the decision.

D. After issuing an emergency decision under this section for temporary, interim relief, a regular hearing shall be conducted to resolve the underlying issues giving rise to the emergency decision. The City shall commence the regular hearing proceeding within ten (10) calendar days after issuing an emergency decision under this section. COMMENCE for purposes of this section means serving a Notice of Hearing pursuant to § [1.06.040](#) of this chapter.

(Ord. 897 § 1, passed 11-14-2011)

## **1.06.080 HEARING PROCEDURES AND RULES.**

A. At any time prior to or after the Hearing, the Hearing Officer may:

1. Request relevant documents or information from any party to the appeal, however, the substance of the request and response, including any responsive documents, shall be shared with all parties to the appeal;
  2. Request that a pre-hearing conference be held by telephone, video conference, or by written correspondence, such as email, for the purpose of addressing preliminary matters of fact, law, or logistics;
  3. Request that the City Clerk send out notices or provide correspondence on behalf of the Hearing Officer.
- B. At any time prior to the Hearing, any party to the appeal may contact the Hearing Officer in writing with respect to the appeal so long as the correspondence is also sent to all other parties to the appeal.
- C. At the prescribed time and place for the hearing, the Hearing Officer shall consider relevant evidence and arguments from all parties, including but not limited to whether or not to confirm, alter or strike down the penalties imposed by the Citation.
- D. The Administrative Citation and any additional documents submitted by the City shall constitute prima facie evidence of the respective facts contained in those documents.
- E. Appellant bears the burden of proving that the citation was flawed and/or that the penalties imposed by the Citation should either be modified or stricken.
- F. The standard of proof shall be a preponderance of the evidence.
- G. Personal information about any reporting party related to the violation(s) shall not be disclosed.
- H. Parties may choose to be represented by an attorney. However, formal rules of evidence or procedure in any proceeding subject to this Chapter shall not apply. Nonetheless, any failure to make a timely objection to offered evidence constitutes a waiver of the objection. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. The Hearing Officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will cause undue consumption of time.
- I. The failure of any appellant of an Administrative Citation to appear at the scheduled hearing shall constitute a failure to exhaust administrative remedies.
- J. The Hearing Officer may continue the hearing and request additional information from the parties prior to issuing a written decision.
- K. The Hearing Officer may issue any orders respecting the logistical administration of the hearing that it deems appropriate and just.

## **1.06.~~080-090~~ DECISION.**

- A. Within ten (10) calendar days following the conclusion of the hearing, the Hearing Officer or Hearing Body shall make a decision regarding the issues presented during the course of the

hearing, and the decision shall be based on a preponderance of the evidence. After making a decision, the Hearing Officer or Hearing Body may issue an appropriate order.

B. A ~~Responsible Party and any interested party requesting a~~ copy of an abatement order, administrative order, or decision of the Hearing Officer or Hearing Body shall be served ~~with a copy on the Responsible Party of said order or decision~~ in the same manner as used for service of a Notice of Hearing as described in § 1.06.040. Proof of service of the order or decision shall be certified by a written declaration under penalty of perjury executed by the person effecting service, declaring the date, time, and manner that service was made.

C. An order shall become effective and enforceable immediately after announcement or service of such order unless the order includes a later effective date.

D. An order may include any combination of the following remedies:

1. Impose or uphold an administrative penalty, subject to Cal. Government Code §§ 36900(b) and §53069.4, ~~as set forth in chapter 1.12.~~
2. Issue a “cease and desist” order requiring the Responsible Party(ies), or any agent, representative, employee, or contractor of a Responsible Party, to immediately stop any act, conduct, or condition that is a violation of this Code. A cease and desist order issued pursuant to this section shall be effective upon issuance and shall be served on the Responsible Party(ies) in the manner specified in § 1.06.040.
3. Require the Responsible Party(ies) to correct or eliminate any violation, including a proposed schedule for correction or elimination of said violation within a reasonable time. If a violation pertains to building, plumbing, electrical, or any other structural or zoning issues and the violation does not create an immediate threat to health or safety, the Responsible Party(ies) shall be provided at least fifteen (15) calendar days to correct, abate, or otherwise remedy the violation.
4. Require the Responsible Party(ies), or authorize the City, to restore a site or location that has been damaged or disturbed as a result of a violation of this Code to a pre-violation condition. Any order authorizing the City to undertake restoration efforts shall include provisions for the City to recover all restoration costs and expenses, including administrative costs, from the Responsible Party(ies).
5. Require the Responsible Party(ies), or authorize the City, to mitigate any damage or disturbance to protected or environmentally sensitive areas as a result of any violation, including without limitation, off-site replacement of damaged or destroyed natural resources where on-site restoration or mitigation is not feasible, as determined by the City. Any order authorizing the City to undertake mitigation efforts shall include provisions for the City to recover all costs of abatement, including mitigation costs and expenses, and may include attorneys’ fees, from the Responsible Party(ies).
6. Impose conditions that restrict or regulate the development of, use of, or activity on real property where a nexus exists between a Code violation(s) and the development, use or activity. Conditions may be imposed until the violations are fully abated. Restrictions and regulations on current or future development, use or activity may include site restoration and/or the suspension or revocation of any entitlements issued by the City.

7. Authorize the City to abate or cause the abatement of any nuisance condition, including without limitation those conditions described in § [6.12.040](#) of this Code, where the Responsible Party has refused or has otherwise neglected or is unable to take steps to correct or eliminate said conditions. The order shall specify that if the City undertakes to abate or eliminate any nuisance condition, the City shall be entitled to recover all costs of abatement incurred in performing such work and other costs necessary to enforce the order, in accordance with §§ [6.12.040](#) and [6.12.050](#) of this Code. Such costs may be recovered by the City as a personal obligation and/or through a lien or a special assessment on the affected property as provided in § [6.12.160](#) of this Code.

8. Sustain, modify, or overrule a Notice of Violation issued by a Code Enforcement Officer, pursuant to § [6.12.060](#) of this Code.

9. Any other order or remedy that serves the interests of justice.

E. The City may seek to enforce any administrative order by confirmation from a court of competent jurisdiction. Any order that is judicially confirmed may be enforced through all applicable judicial enforcement measures, including without limitation, contempt proceedings upon a subsequent violation of such order.

(Ord. 897 § 1, passed 11-14-2011)

## **~~1.06.090-100~~ DECISION IN WRITING.**

The decision of a Hearing Officer or Hearing Body shall be in writing and shall include a statement of the factual and legal basis for the decision. The statement of the factual basis for the decision shall be based on the evidence presented at the hearing and in the record on the proceedings. (Ord. 897 § 1, passed 11-14-2011)

## **~~1.06.100-110~~ PAYMENT AND COLLECTION OF PENALTIES.**

A. If an administrative penalty is imposed and the Responsible Party fails to timely request an administrative hearing in accordance with this chapter, the Responsible Party shall pay the amount of the penalty within thirty (30) days of the effective date of the penalty, unless an extension of time is requested by the party against whom the penalty is imposed and the request is granted by the City Manager in the case of a penalty imposed by a Code Enforcement Officer pursuant to § [6.12.155](#) of this Code, or by the Hearing Officer or Hearing Body if the penalty was imposed as part of an administrative order after a hearing pursuant to this chapter. Any penalty imposed shall be payable to the City, or to a collection agency if the penalty has been assigned to a collection agency pursuant to subsection C of this section.

B. If the amount of any penalty imposed for a violation relating to an affected property has not been satisfied in full within sixty (60) days of the date due and has not been successfully challenged by appeal pursuant to Chapter [1.08](#) of this Code or in court, the penalty amount may become a special assessment or lien against the affected property, as provided in § ~~1.06.130~~[1.06.140](#). If the City elects to make any penalty a special assessment or lien against the affected property, a statement of the amount due, and any additional costs or expenses that may be recoverable as part of the enforcement action, shall be prepared and submitted to the City Council for confirmation in accordance with the procedures described in § ~~1.06.120~~[1.06.130](#).



C. Notwithstanding subsection B of this section, the amount of any unpaid penalty may be collected by commencement of a civil action to collect such penalty, or in any other manner provided by law for the collection of debts, including assignment of the debt to a collection agency. Subject to the requirements of this Code and other applicable law, amounts assigned for collection are subject to collection agency rules, regulations and policies. The City shall be entitled to recover any and all costs, including attorneys' fees, associated with collection of any such penalty.

D. The payment of a penalty by or on behalf of any Responsible Party shall not relieve such party from the responsibility of correcting, removing or abating any nuisance condition, or performing restoration where required, nor prevent further proceedings under this Code or any other authority to achieve the correction, removal or abatement of a nuisance, or any required restoration.

(Ord. 897 § 1, passed 11-14-2011)

## **1.06.~~110~~120 DEFAULTS AND UNCONTESTED CASES.**

~~Any~~ Responsible Party who either fails to file a request for a hearing or an appeal or fails to appear at a duly noticed hearing, shall be deemed to have waived their right to a hearing, the adjudication of the issues related to the hearing, any and all rights afforded under this Code, and shall be deemed to have failed to exhaust their administrative remedies. ~~the~~The City may take action based on the record without further notice to the Responsible Party(ies), except as otherwise provided herein. (Ord. 897 § 1, passed 11-14-2011)

## **1.06.~~120~~130 COST ACCOUNTS.**

A. If an administrative order authorizes the City to recover its costs associated with the administrative proceeding, the City shall keep an accounting of such costs, and shall render a written report ("the cost report") to the City Council showing the costs incurred by the City. The cost report shall be agendized as a "public hearing" item by the City Clerk at a subsequent City Council meeting following the required notice periods.

B. At least ten (10) days prior to the submission of the cost report to the City Council, the City Clerk shall cause a copy of the cost report to be mailed to the Responsible Party(ies) and/or to the owner of the property that was the subject of the administrative hearing. If the administrative hearing concerns conditions or uses of real property, a copy of the cost report shall be mailed to the owner(s) at the address shown for such owner(s) in the most recent tax assessor's records. The City Clerk shall also cause a Notice of Hearing to be mailed to the same person(s) or entity receiving a copy of the cost report. The Notice of Hearing shall set forth the date, time and location of the City Council meeting at which the cost report shall be submitted to the City Council.

C. At the time and place fixed for receiving and considering the cost report, the City Council shall hear a summary of the cost report and any objections by the Responsible Party(ies) or property owner against whom such costs are being charged or against whose property an abatement lien or special assessment may be imposed. After considering the cost report and any objections thereto, the City Council may make such modifications to the cost report as it deems appropriate, after which the report may be confirmed by order of the City Council.

D. At the hearing on the cost report, the City Council may also authorize the imposition of a lien or special assessment on the property that was the subject of the administrative hearing pursuant to § ~~1.06.130~~1.06.140.

E. A copy of a Council order confirming costs against the Responsible Party(ies) shall be served on the Responsible Party(ies) within ten (10) days of such order in the manner described in § [1.06.040](#). Any Responsible Party against whom costs are awarded by Council order shall have the right to seek judicial review of such order by filing a petition for writ of mandate in accordance with Cal. Code of Civil Procedure § [1094.5](#).

(Ord. 897 § 1, passed 11-14-2011)

## **1.06.~~130~~ 140 IMPOSITION OF LIENS OR SPECIAL ASSESSMENTS.**

A. Any penalty imposed pursuant to this chapter, any administrative costs or other expenses that are levied in accordance with this Code, whether imposed or levied judicially or administratively, may be enforced by the recordation of a lien against the property of the owner of the real property where the nuisance condition existed. Any such lien shall be recorded in the office of the Mendocino County Recorder, and from the date of recording shall have the force, effect, and priority of a judgment lien. A lien authorized by this subsection shall specify the amount of the lien, that the lien is being imposed on behalf of the City, the date of any administrative order issued pursuant to this chapter, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the record owner of the parcel.

B. Before recordation of a lien authorized by this section, a Notice of Lien shall be served on the Responsible Party(ies) and/or owner of record of the parcel of land to which the lien is directed, based on the last equalized assessment roll or the supplemental roll, whichever is more current. The Notice of Lien shall be served in the same manner as a summons in a civil action. If the owner of record cannot be found, after a diligent search, the Notice of Lien may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten (10) days and publication thereof in a newspaper of general circulation published in Mendocino County.

C. Any fee imposed on the City by the County Recorder for costs of processing and recording the lien as well as the cost of providing notice to the owner in the manner described herein may be recovered from the owner in any foreclosure action to enforce the lien or upon sale of the property on which the City has placed a lien following recordation.

D. As an alternative to the lien procedure described above, ~~any penalty imposed pursuant to this section, and~~ any associated costs or expenses, whether imposed or levied judicially or administratively, may become a special assessment against the real property that was the subject of the administrative hearing. Any special assessment imposed on real property pursuant to this section may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as is provided for ordinary municipal taxes. Notice of any special assessment that is levied on real property pursuant to this section shall be given to the owner by certified mail, and shall contain the information set forth in Cal. Government Code § [38773.5\(c\)](#). All laws applicable to the levy, collection, and enforcement of municipal taxes, including those described in Cal. Government Code § [38773.5\(c\)](#), shall be applicable to such special assessment.

(Ord. 897 § 1, passed 11-14-2011)

## **1.06.~~140~~ 150 JUDICIAL REVIEW OF DECISION OF HEARING BODY OR HEARING OFFICER.**



A. Except for an administrative decision made by the Planning Commission as the Hearing Body (which may be appealed to the City Council), or any decision that may be appealed to the Coastal Commission pursuant to the California Coastal Act, any Responsible Party who is aggrieved by a decision of a Hearing Officer or Hearing Body, and who has exhausted the administrative remedies provided in this Code, or any other applicable law, shall have the right to seek judicial review of such decision by filing a petition for writ of mandate in accordance with Cal. Code of Civil Procedure § [1094.5](#). A petition for writ of mandate must be filed within ninety days (90) after the administrative decision becomes final (as determined in Cal. Code of Civil Procedure § [1094.6](#)). Notwithstanding these time limits, where a shorter time limitation is provided by any other law, including that set forth in Cal. Government Code § [53069.4](#) (see subsection E of this section), such shorter time limit shall apply.

B. Written notice of the time limitation in which a party may seek judicial review of an administrative order or decision (except for the imposition of an administrative penalty) shall be given to all Responsible Parties in the matter by the City in substantially the following form:

“Judicial review of this decision may be sought by following the procedure outlined in Cal. Code of Civil Procedure § [1094.5](#). Judicial review must be sought not later than the 90th day following the date on which this decision becomes final, except that where a shorter time is provided by any state or federal law, such shorter time limit shall apply.”

C. This section shall not be deemed to revive any cause of action or grounds for relief through a special proceeding that is barred by law or equity.

D. All costs of preparing an administrative record that may be recovered by a local agency pursuant to Cal. Code of Civil Procedure § [1094.5](#)(a) or successor statute shall be paid by the petitioner prior to delivery of the record to petitioner.

E. Any Responsible Party against whom an administrative penalty has been imposed pursuant to this chapter and who has exhausted the administrative remedies provided in this Code or other applicable law may obtain judicial review of said penalty pursuant to Cal. Government Code § [53069.4](#) by filing an appeal with the Mendocino County Superior Court, subject to the time limits described therein. Any such appeal shall be filed as a limited civil case. Written notice of the subject time limits shall be given to all Responsible Parties against whom a penalty is imposed in substantially the following form:

“The time within which judicial review of the penalty imposed by this order must be sought is governed by Government Code § [53069.4](#). Judicial review must be sought not later than 20 days after service of the order imposing or confirming such penalty.”

(Ord. 897 § 1, passed 11-14-2011)

## **CHAPTER 1.08**

### **APPEAL OF ADMINISTRATIVE DECISION**

#### Section

[1.08.010](#) [Appeal of administrative decision and citation](#)

[1.08.020](#) [Enforcement stayed during appeal](#)

[1.08.030](#) [Procedure for a request for hearing/appeal of an administrative citation](#)

## **1.08.010 APPEAL OF ADMINISTRATIVE DECISION AND CITATION.**

A. Any challenge to an administrative decision to revoke, suspend, limit or condition a right, activity, license or privilege, ~~or from an administrative citation issued pursuant to Chapter 1.12, may or from a determination, action or decision of any staff person, except as otherwise set provided in the Fort Bragg Municipal Code, shall~~ be appealed by a Responsible Party in the administrative decision to revoke, suspend, limit or condition a right, activity, license or privilege to a Hearing Officer pursuant to the procedures set forth in Section 1.08.030. Any appeal hearing before a Hearing Officer or Hearing Body, except as may otherwise be provided in the Fort Bragg Municipal Code, shall be subject to, and conducted in accordance with, the Administrative Hearing Ordinance, codified in Chapter 1.06 of the Fort Bragg Municipal Code, as the same may be amended from time to time (referred to hereinafter in this chapter as "Administrative Hearing Ordinance"). This chapter shall not apply to actions, determinations, or decisions that are appealable to the California Coastal Commission pursuant to §§ 17.71.045, 17.92.040 and any other provision of the Coastal Land Use and Development Code.

B. Except for appeals to the Coastal Commission, ~~a person requesting all requests for~~ an appeal hearing must be filed a Request for Hearing with the City Clerk within ~~fifteen ten (1510)~~ days from the date of service of any determination, action or decision unless another provision of this code provides an alternate timeline for appeal.

~~C. At the time of filing the Request for Hearing, the person or entity requesting the appeal hearing shall pay a processing fee as set forth in the City's master fee schedule, as may be amended from time to time, and shall deposit the amount of any administrative penalty that has previously been imposed. No appeal hearing shall proceed without payment of the processing fee and deposit of the administrative penalty, if any, with the City Clerk at the time the Request for Hearing is filed; provided, however, that the City Manager may waive or defer the processing fee upon written request for good cause shown. Good cause may include severe economic hardship, significant attempts and/or good faith efforts to address and remedy the subject matter of any administrative penalty or hearing.~~

~~DC.~~ Failure to timely submit a Request for Hearing ~~or to pay the appeal processing fee and advance deposit~~ of any administrative penalty or decision constitutes a waiver of the right to an administrative hearing and a failure to exhaust administrative remedies.

(Ord. 897 § 2, passed 11-14-2011)

## **1.08.020 ENFORCEMENT STAYED DURING APPEAL.**

Enforcement of an administrative penalty, decision or order shall be stayed during the pendency of an appeal therefrom which is properly and timely filed, unless the City obtains an order from a court of competent jurisdiction, based on a showing of good cause, requiring or authorizing the enforcement of such penalty, decision or order. Good cause may be shown by evidence indicating that a stay of enforcement (1) will result in harm to the City and/or to persons or property; (2) has burdens or consequences that outweigh the benefit(s) of the condition or activity that is the subject matter of the administrative penalty, decision or order; (3) will allow conditions or activities that are otherwise illegal or are in clear violation of a provision of law that the City is authorized to enforce; or (4) is contrary to the interests of justice. The foregoing examples of "good cause" are not intended to be exhaustive. (Ord. 897 § 2, passed 11-14-2011)

### **1.08.030 PROCEDURE FOR A REQUEST FOR HEARING/APPEAL OF AN ADMINISTRATIVE CITATION.**

A. Time to file an Appeal. Within ten (10) days from the date that an administrative decision is made -or a penalty pursuant to chapter 1.12 becomes due, any Responsible Party may contest any aspect of the administrative decision, Citation or penalty imposed.

B. To appeal, the Responsible party must give notice to the City Clerk before the time to appeal the expires by either completing and returning a notice of appeal of Citation form, or by providing a document, in writing, bearing the title, "Appeal of Administrative Decision/Citation", containing:

1. The name, address and phone number of the appellant who is the Responsible Party or a representative of the Responsible Party;

2. Sufficient information to identify the administrative decision and/or Citation; and

3. The grounds on which the administrative decision and/or Citation is being contested, including, but ~~not~~ limited to, denial that a violation occurred, denial that a violation was not corrected within the applicable correction period, denial that the Responsible Party is responsible for the violation, or denial that the circumstances warrant imposition of the fine(s) prescribed.

C. Every appeal received by the City pursuant to this section may be reviewed to determine if the appeal is complete, valid and timely. If the City determines that the request for appeal is not timely, or is based on grounds not authorized by this Chapter, or is missing information required by this section, the request for appeal may be rejected by the City, and the City will notify the appellant of the same using the contact information provided in the appeal documents, or if no contact information was provided, using the address at which the administrative decision and/or Citation at issue was delivered. The rejection of an appeal, which is determined to be incomplete, invalid or untimely, does not extend the time in which the appellant has to file its appeal.

D. The City Clerk, having received a complete, valid and timely appeal. ~~When a Request for Hearing is filed, the City Clerk~~ shall set the time and place for hearing and shall serve a Notice of Hearing in a form and in the manner described in the Administrative Hearing Ordinance, Chapter 1.06. It shall be sufficient to provide notice to the appellant by using the address listed in the request for appeal.

~~BE.~~ An appeal hearing shall be set for a date not less than ~~ten-twenty (4020)~~ calendar days nor more than sixty (60) calendar days from the date the ~~Request for Hearing~~appeal is filed, unless the Hearing Officer or Hearing Body determines that the matter is urgent or that good cause exists for an extension of time, in which case the hearing date may be shortened or extended, as warranted by the circumstances.

~~CF.~~ At the place and time set forth in the Notice of Hearing, an appeal hearing shall be conducted according to the procedures described in the Administrative Hearing Ordinance. The failure of a responsible party, as that term is defined in the Administrative Hearing Ordinance, or of any other interested party, to appear at the hearing following proper notice shall constitute a waiver of the right to be heard and a failure by such party to exhaust his/her/its administrative remedies, as further set forth in section 1.06.120.

~~DG.~~ Within ten (10) calendar days following the conclusion of the hearing, the Hearing Officer or Hearing Body shall make a decision regarding the issues presented during the course of the hearing, and the decision shall be based on a preponderance of the evidence. The decision of the Hearing Officer can include whether or not to grant a hardship waiver, and whether or not the city is entitled to reimbursement for costs for the Hearing Officer's services. After making a decision, the Hearing Officer or Hearing Body shall issue a written decision on the appeal. The decision of the Hearing Officer shall be final.

~~EH.~~ Any person who is aggrieved by a decision of a hearing shall have the right to seek judicial review of such decision in accordance with § ~~1.06.1401.06.150~~ of the Administrative Hearing Ordinance.

(Ord. 897 § 2, passed 11-14-2011; Am. Ord. 906, § 3, passed 04-22-2013)

## **CHAPTER 1.12**

### **GENERAL PENALTY ADMINISTRATIVE CITATIONS AND PENALTIES**

<u>1.12.010</u>	<u>Findings and Purpose</u>
<u>1.12.020</u>	<u>Citation</u>
<u>1.12.030</u>	<u>Definitions</u>
<u>1.12.040</u>	<u>Scope of Chapter</u>
<u>1.12.050</u>	<u>Nonexclusivity and Election of Proceedings</u>
<u>1.12.060</u>	<u>Recordation of Notice of Violation</u>
<u>1.12.070</u>	<u>Administrative Penalty; Amounts</u>
<u>1.12.080</u>	<u>Citation for Violation of the Code</u>
<u>1.12.090</u>	<u>Service Procedures</u>
<u>1.12.100</u>	<u>Appeal of an Administrative Citation</u>
<u>1.12.110</u>	<u>Hardship Waiver</u>

#### **1.12.010 Findings and Purpose.**

The City Council finds and declares all of the following:

- A. The enforcement of the Fort Bragg Municipal Code is an important public service and is vital to the protection of the public's health, safety and quality of life.
- B. There is a need to establish various mechanisms for the remediation of violations of City ordinances.
- C. Traditional methods of code enforcement through civil litigation and criminal prosecution can be time-consuming and ineffective.
- D. Enforcing the Fort Bragg Municipal Code through administrative citations enhances the City's ability to recover its costs and maintain the integrity of the code enforcement system. It also improves the City's ability to impose and collect penalties from violators, which helps to deter future violations.

E. Pursuant to Section 53069.4 of the California Government Code, the City Council elects to create a system of administrative citations and hearings to ensure prompt and responsive compliance with the Fort Bragg City Code and state law.

### **1.12.020 Citation.**

This chapter shall be referred to as the “Fort Bragg City Administrative Citation Ordinance.”

### **1.12.030 Definitions.**

The definitions set forth in Section 1.04.010 and 1.06.030 apply in addition to the following:

A. “Administrative Costs” means all costs incurred by or on behalf of the City from the first discovery of the violation of the Code through the appeal process and until compliance is achieved, including but not limited to, staff time in investigating the violation, inspecting the property where the violation occurred, preparing investigation reports, sending notices, preparing for and attending any appeal hearing, attorneys’ fees, and fees paid to the Hearing Officer. “Administrative Cost” shall not mean the administrative citation fines and the administrative civil penalties assessed pursuant to this chapter. “Administrative Costs” shall not mean late payment charges that accrue, or collection costs incurred, as a result of unpaid administrative citation fines.

B. “Administrative Code Enforcement Remedies” means administrative abatement, summary abatement, administrative citations, and administrative civil penalties as provided in this Code; and recordation of any notice, including notice of pendency of administrative proceeding, to the property owner and all other interested parties of violations of any provisions contained in this Code.

C. “Citation” or “Administrative Citation” means a civil citation issued pursuant to this chapter stating that there has been a violation of one (1) or more provisions of the Code and setting the amount of the administrative penalty to be paid by the Responsible Party.

D. “Department” means the City department that issued the Citation.

E. “Enforcement Officer” shall mean any City employee or officer of the City with the authority to enforce any provision of this Code, or such employee’s or officer’s designee.

### **1.12.040 Scope of Chapter.**

A. This chapter may be used by any officer, agent or employee of the City who is authorized to enforce this Code, or any non-codified City ordinance or law.

B. Use of this chapter for the enforcement of code provisions shall be at the sole discretion of the City, its officers, agents and employees.

C. This chapter may be utilized to the extent that the provisions herein do not conflict with due process or any other law.

D. This chapter shall not apply to the extent that other provisions of the Code, or other applicable local, state or federal law provide an exclusive remedy.

### **1.12.050 Nonexclusivity and Election of Proceedings.**

This chapter provides for enforcement proceedings that are supplemental to all other enforcement proceedings provided elsewhere in the Code, or by state or federal law, whether administrative, civil or criminal in nature. As such, the provisions of this chapter may be utilized alone or in conjunction with other provisions of the Code to enforce all the provisions of the Code. This chapter shall not apply to the extent that other provisions of the Code state an exclusive remedy within a particular title or chapter. Election to employ one (1) or more proceedings provided in this chapter shall be at the sole discretion of the City, and shall be without prejudice to the City choosing to also proceed simultaneously or subsequently by pursuing different enforcement proceedings with respect to the same violation.

### **1.12.060 Recordation of Notice of Violation.**

A. Whenever a person authorized by the City issues a Citation or notice regarding a violation of this Code that relates to real property, the City may record a notice with the Mendocino County Recorder pursuant to the provisions in this section.

B. The provisions of this section do not limit or otherwise restrict the recording of notices that are permitted to be recorded by some other authority, such as a different ordinance or statute.

C. The notice of violation to be recorded shall:

1. Specify the names of the record owners,
2. Describe the real property, and
3. Describe the violations on the property.

D. At least thirty (30) days prior to recording such notice the City shall advise the owner or owners of the property to be affected by the notice of violation about the City's intent to record the notice of violation.

1. Such advisement about the City's intent to record shall be provided to the owner(s) in writing, and may be served on the owner(s) in person, or by first class mail, postage prepaid.

2. If service is made by mail, the City may use the address as reported on the latest equalized assessment roll, and the notice shall not be recorded until after at least thirty-five (35) days from the date of mailing.

E. The notice of intent to record shall specify a date certain, prior to recordation, on or before which evidence and/or arguments may be presented or submitted to the issuing department as to why the notice of violation should not be recorded.

F. Evidence that is timely submitted or presented to the issuing Department shall be reviewed and considered by the issuing Department, and the Department's written response shall become the final administrative determination.



G. If evidence is not timely presented or submitted as to why a notice should not be recorded, then the owner(s) and any other responsible party(ies) waive their right to administrative review, and the notice of intent to record will become the final administrative determination.

H. After issuance of the notice of intent to record, the notice of violation may be recorded immediately after the requisite time period has expired if evidence was not timely presented or submitted, and if evidence was timely presented or submitted, such notice of violation may be recorded after the department's written response and after expiration of the requisite time period.

## **1.12.070 Administrative Penalty; Amounts.**

A. Any Responsible Party violating any provision of the Code, any non-codified ordinance or other Fort Bragg City law, or any law that is specifically adopted or otherwise incorporated into the Code, may be issued an Administrative Citation by an Enforcement Officer in accordance with the provisions of this chapter.

B. Each and every day a violation of the provisions of the Code exists constitutes a separate and distinct offense.

C. The Enforcement Officer may issue a Citation for a violation not committed in the official's presence, if the Enforcement Officer has determined through investigation that the Responsible Party did commit or is otherwise responsible for the violation.

D. A civil fine shall be assessed by means of an Administrative Citation issued by the Enforcement Officer and shall be payable directly to the City of Fort Bragg.

E. Unless otherwise provided for in this chapter or elsewhere in the Code, the amount of the fine for each violation shall be:

1. A fine not exceeding one hundred dollars (\$100.00) for a first violation;

2. A fine not exceeding two hundred dollars (\$200.00) for a second violation of the same Code provision within one (1) year from the date of the first violation;

3. A fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same Code provision within one (1) year from the date of the first violation.

F. Unless otherwise provided for in this chapter or elsewhere in the Code, the amount of the fine for each violation of any local building or safety code shall be:

1. A fine not exceeding one hundred dollars (\$130.00) for a first violation;

2. A fine not exceeding five hundred dollars (\$700.00) for a second violation of the same Code provision within one (1) year from the date of the first violation;

3. A fine not exceeding one thousand dollars (\$1300.00) for each subsequent violation of the same Code provision within one (1) year from the date of the first violation.

G. If the maximum fines allowed to be charged by California Government Code section 36900, for violations that are infractions increases or decreases, then the revised amounts allowed or permitted by California state law shall automatically apply to subsections 1.12.070 (E) and (F), as of the effective date of the change in State law, for all offenses for which a different penalty has not otherwise been provided by this Code.

H. Whenever the City finds that a person is maintaining a public nuisance as defined by this Code or a non-codified Fort Bragg City ordinance, such maintenance of the public nuisance is a violation of this Code and may be enforced by imposition of administrative penalties pursuant to the provisions of this Chapter as an additional or alternative enforcement mechanism.

I. The administrative penalty shall become effective immediately upon service of the Administrative Citation. Failure to correct a violation within twenty-four (24) hours of service of a Citation, unless the Citation indicates a longer period of time, may result in the issuance of a subsequent Citation or Citations, which may impose a higher penalty or penalties.

J. If a Citation indicates that penalties will accrue daily, then for each twenty-four (24) hour period that the violation remains uncorrected, an additional penalty will be imposed as stated in the Citation, for up to ninety (90) days.

K. A Citation will have the following effects if it is issued for an uncorrected violation for which a Citation had previously been issued:

1. The penalty imposed by the new Citation will take effect on the day it is served;
2. If a penalty had been accruing daily as a result of the prior Citation, then the prior penalty imposed will cease to accrue upon imposition of the new Citation.

L. A penalty imposed by a Citation for a single occurrence shall become due immediately upon service of the Citation, and shall be paid to the City no later than thirty (30) days after service of the Citation unless otherwise agreed to by the City.

M. A penalty imposed by a Citation that specifies a daily accrual amount shall become due on the first day that the penalties no longer accrue - the earlier of either the violation being confirmed by the City as corrected, the service of a subsequent Citation for the same recurring violation, or the expiration of ninety (90) days after service of the Citation; such penalty due shall be paid to the City no later than thirty (30) days after the penalty becomes due unless otherwise agreed to by the City.

N. Rescission and Modification of Citation:

1. The daily accrual of penalties associated with an issued Citation may be paused by the Department if such pause is part of a strategy to obtain code compliance.
2. A Citation, along with any associated monetary penalty, may be rescinded and voided by the director of the Department, or authorized designee, if done for the purpose of correcting a mistake by the City, or as part of a strategy to obtain code compliance.
3. Citation penalties may be reduced by informal agreement with the Responsible Party by the director of the Department, or authorized designee, if such reduction is part of a strategy to obtain code compliance. However, in the absence of City Council approval, such informal reduction may not exceed twenty-five thousand dollars (\$25,000.00).

### **1.12.080 Citation for Violation of the Code.**

A. Pursuant to Government Code section 53069.4(a)(2)(A), when a Code violation involves a continuing violation pertaining to building, plumbing, electrical, or other similar structural or zoning issues, which also does not create an immediate danger to health or safety, the Enforcement Officer shall first provide the Responsible Party notice of the violation and a reasonable amount of time to



correct or otherwise remedy the violation. A Code Enforcement Officer may determine a reasonable time based on the type of violation and the particular circumstances, however, the provision of thirty (30) days to correct a violation will be considered reasonable in the absence of a showing by the Responsible Party that a longer period of time was necessary. At minimum, the notice of a violation must provide sufficient notice to the Responsible Party of the violation and the time permitted to correct the violation.

B. The Administrative Citation shall be issued on a form containing:

1. The name and address of the Responsible Party;
2. The date, approximate time, and address or definite description of the location where the violation was observed;
3. The Code sections or provisions violated and a description of the violation as needed;
4. The amount of the fine imposed;
5. A statement explaining how, where, to whom, and within what number of days the penalty shall be paid;
6. Identification of appeal rights, including the time within which the Administrative Citation may be contested and how to request a hearing and/or the process to submit a request for hearing with advance deposit hardship waiver to contest the Citation;
7. The signature of the Enforcement Officer issuing the Citation along with the date of issuance of the Citation; and
8. Any other information deemed necessary or appropriate by the Enforcement Officer.

C. The Administrative Citation shall be served upon the Responsible Party pursuant to Section 1.12.090.

D. Upon receipt of a Citation, the Responsible Party shall correct the violations and pay the fine to the issuing Department, or file a written request for appeal of the Citation pursuant to the provisions in this Chapter.

E. Payment of the fine shall not excuse or discharge the Responsible Party from correcting the violation nor shall it bar further enforcement action by the City. If the Responsible Party fails to correct the violation, subsequent Administrative Citations may be issued for maintaining, continuing or repeating the same violation. The amount of the fine for subsequent violations shall increase at a rate specified in [this Chapter](#).

## **1.12.090 Service Procedures.**

A. An Administrative Citation shall be served on the Responsible Party by an Enforcement Officer in one (1) of the following ways:

1. Personal service; or
2. First class mail, postage prepaid, to the Responsible Party's mailing address as shown on the City's last equalized property tax assessment rolls, if such address is available, or otherwise to the last known address of the Responsible Party; or

3. Posting the Administrative Citation conspicuously on or in front of the property which is the subject of the violation and mailing a copy of the notice to the Responsible Party by first class mail. This method of service is only effective if personal service fails, but posting may be done in addition to the service under subsections (1) or (2).

4. Alternative Service. If the person being served agrees, service may be accomplished in any agreeable manner, including but not limited to fax, email, or overnight delivery.

B. The date of service shall be the date on which the Citation is either personally served, mailed, posted, or in the case of alternative service, the date the City initiates the delivery of the agreed method of service. For the purpose of this section, "mailed" means deposited for mailing with the United States Postal Service, or placed for collection and mailing by way of the City Department's ordinary business practices through which mail is collected and placed for mailing with the United States Postal Service, with postage prepaid.

C. The time in which an act is to be performed according to law, which is based on the service date described in this section, shall be extended by five (5) days if the service was provided by either mailing or posting.

### **1.12.100 Appeal of an Administrative Citation.**

A. An appeal of a Citation shall follow the procedures set forth in chapter 1.08 of this Code.

### **1.12.110 Hardship Waiver.**

A. Any Responsible Party who is issued a second, third, or other subsequent Citation pursuant to Fort Bragg City Code section 1.12.070(E) or (F) may seek a financial hardship waiver to reduce the penalty amount imposed by the citation.

B. An appellant may apply for a hardship waiver by identifying their hardship as grounds for contesting the Administrative Citation, and by following the procedures in this Chapter to contest the Citation.

C. Such hardship waiver may be granted upon a showing by the Responsible Party that:

1. The responsible party has made a bona fide effort to comply after the first violation, and

2. Payment of the full amount of the fine would impose an undue financial burden on the Responsible Party.

Section

**1.12.010 — Penalty**

Statutory reference:

~~For statutory provisions authorizing cities to impose fines up to \$500 or imprisonment up to 6 months, or both, see Cal. Government Code § 36901~~

## **1.12.010 PENALTY.**

~~A.—Whenever in this code any act is prohibited or is made or declared to be unlawful or an offense, or the doing of any act is required or the failure to do any act is declared to be unlawful, such violation of this code or failure to comply with its requirements shall constitute a misdemeanor, unless expressly provided otherwise. Any violation constituting a misdemeanor under this code, may, in the discretion of the City Attorney, be charged and prosecuted as an infraction. Any person convicted of a misdemeanor under the provisions of this code, unless otherwise provided in this chapter, shall be punishable by a fine of not more than \$1,000 or by imprisonment in the county jail for a period of not more than six months or by both fine and imprisonment. Any person convicted of an infraction under the provisions of this code, unless otherwise provided in this chapter, shall be punishable by a fine only as follows: Upon a first conviction by a fine not exceeding \$100 and for a second conviction of the same ordinance within one year by a fine not exceeding \$200 and for any conviction of the same ordinance within a period of one year, by a fine not exceeding \$500 for each subsequent violation.~~

~~B.—Notwithstanding any other provision of law, a violation of local building and safety codes determined to be an infraction is punishable by a fine not exceeding \$100 and for a second conviction of the same ordinance within one year by a fine not exceeding \$500 and for any conviction of the same ordinance within a period of one year, by a fine not exceeding \$1000 for each subsequent violation.~~

~~C.—In addition to or in lieu of the remedies provided in subsection A. and B. of this section, the City Attorney may commence an action for abatement, including, but not limited to, an injunction thereof, in the manner required by law and shall take such other steps to obtain such relief as will abate or remove a violation and restrain and enjoin any person from violating any provisions of this code, or other applicable laws and rules and regulations. All costs, including attorney's fees, incurred for the abatement of a public nuisance may be assessed against any property on which the nuisance condition(s) existed in accordance with Government Code Section 38773.5, as the same may be amended from time to time.~~

~~D.—Each day any violation of this code shall continue shall constitute a separate offense.~~

~~(Ord. 874, § 2, passed 8-25-2008)~~



# City of Fort Bragg

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

## Text File

**File Number: 22-465**

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Closed Session

**In Control:** City Council

**File Type:** Report

**Agenda Number:** 9A.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code 54956.8); Property: 30900 W. State Highway 20; 19671 Summers Lane, Fort Bragg, CA 95437; Agency Negotiator: John Smith; Negotiating Parties: Mendocino Coast Recreation and Parks District; Under negotiation: Price and Terms



# City of Fort Bragg

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

## Text File

File Number: 22-413

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**Agenda Date:** 9/12/2022

**Version:** 1

**Status:** Closed Session

**In Control:** City Council

**File Type:** Report

**Agenda Number:** 9B.

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION: Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Gov Code Section 54956.9: One (1) Case